CITY OF LANGFORD

MEETING OF COUNCIL

Monday, May 4th, 2020 @ 5:30 p.m.

In camera meeting to take place at 5:00 p.m., public portion of the meeting to begin at 5:30 p.m.

Due to COVID-19 Council Chambers is Closed

Dial In: 1-855-703-8985 (Canada Toll Free) or 1-778-907-2071 **Conference ID:** 851-2749-5581

To Participate: During the public participation period, press *9 to "raise your hand". Participants will be unmuted one by one when it is their turn to speak.

Public Dial-In Details are also posted at www.langford.ca

AGENDA

Page

1. CALL TO ORDER

2. IN-CAMERA RESOLUTION

THAT Council close the meeting to the public pursuant to section 90 (1) l of the *Community Charter* to consider:

- **Discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [annual municipal report]**

3. APPROVAL OF THE AGENDA

4. ADOPTION OF COUNCIL MINUTES

a) Minutes of the Regular Meeting of Council – April 6, 2020 **5**

5. OTHER BOARD AND COMMISSION MINUTES

a) West Shore Parks and Recreation – March 12th, 2020 **11**

6. PUBLIC PARTICIPATION

7. REPORTS

a) Extension of VCMMC Parks and Boulevards & Trails Maintenance Agreements **15**
- **Staff Report (Parks)**

b) Bear Mountain Boulevard and Park Landscape Maintenance Contract **20**
- **Staff Report (Parks)**

c) 2020 Alternative Municipal Tax Collection Scheme **85**
- **Staff Report (Finance)**

d) Draft 2019 Consolidated Financial Statements **97**
- **Staff Report (Finance)**

e) 2020-2024 Five-Year Financial Plan Bylaw No. 1894 and 2020 Tax Rates Bylaw No. 1895 **119**
- **Staff Report (Finance)**

f) TUP20-0002; Application to allow Flight Cannabis Co. (1163038 BC Ltd.) to operate a Cannabis Retail Store at #101 977 Langford Parkway by means of a Temporary Use Permit **123**
- **Staff Report (Planning)**

g) Application to Rezone 721 - 769 Meaford Avenue from R1 (One-Family Residential) to MUE4 (Mixed-Use Employment 4) to Allow for Multi-Family Residential and/or Commercial Development **128**
- **Staff Report (Planning)**

h) Bylaw No. 1864 – Omnibus Amendment to Zoning Bylaw No. 300 to Combine Various Residential Zones **140**
- **Staff Report (Planning)**

i) 1904 - Omnibus No. 51–City Centre Zones **142**
- **Staff Report (Planning)**

j) Bylaw No. 1911 - Application to Rezone 812, 816, and 820 Orono Avenue from R1 (One-Family Residential) to MU2 (Mixed-Use Residential Commercial) to allow for a 46 unit Apartment **146**
- **Staff Report (Planning)**

8. CORRESPONDENCE

a) Greater Victoria Public Library **158**
RE: 2020 Budget and Five-Year Financial Plan

9. BYLAWS

a) BYLAW NO. 1678 **169**
"Langford Zoning Bylaw, Amendment No. 474, (2681 Claude Rd), Bylaw No. 1678, 2020".
(SECOND AND THIRD READINGS)

b) BYLAW NO. 1864 **182**
"Langford Zoning Bylaw, Amendment No. 574, (Omnibus No. 52 – Residential Zone Combining), Bylaw No. 1864, 2020".
(FIRST READING)

c) BYLAW NO. 1872 **196**
"Langford Zoning Bylaw, Amendment No. 577, (595 Hansen Ave), Bylaw No. 1872, 2020".
(SECOND AND THIRD READINGS)

d) BYLAW NO. 1882 **275**
"Langford Zoning Bylaw, Amendment No. 580, (936 Jenkins Avenue), Bylaw No. 1882, 2020".
(SECOND AND THIRD READINGS)

e) BYLAW NO. 1885 **280**
"Langford Zoning Bylaw, Amendment No. 583, (1100 McCallum Rd and 2780 Spencer Rd), Bylaw No. 1885, 2020".
(SECOND AND THIRD READINGS)

f) BYLAW NO. 1893 **311**
"Langford Zoning Bylaw, Amendment No. 586, (721, 749, 755, 759, 767, 769 Meaford Ave), Bylaw No. 1893, 2020".
(FIRST READING)

g) BYLAW NO. 1894 **318**
"City of Langford 2020-2024 Financial Plan Bylaw No. 1894, 2020".
(FIRST, SECOND, THIRD READINGS AND ADOPTION)

h) BYLAW NO. 1895 **322**
"City of Langford Tax Rates Bylaw No. 1895, 2020."
(FIRST, SECOND, THIRD READINGS AND ADOPTION)

i) BYLAW NO. 1898 **324**
"City of Langford Housing Agreement (948 Starling Pl) Bylaw No. 1898, 2020".
(ADOPTION)

j) BYLAW NO. 1904 **335**
"Langford Zoning Bylaw, Amendment No. 589, (Omnibus No. 51–City Centre Zones), Bylaw No. 1904, 2020".
(FIRST READING)

k) BYLAW NO. 1906 **343**
"McCallum Road DCC Agreement (Project Number 6) Approval Bylaw No. 1906, 2020".
(FIRST, SECOND AND THIRD READINGS)

l) BYLAW NO. 1910 **351**
"Revenue Anticipation Borrowing Bylaw No. 1910, 2020
(FIRST, SECOND, THIRD READINGS AND ADOPTION)

m) BYLAW NO. 1911 **354**
"Langford Zoning Bylaw, Amendment No. 591, (812, 816 & 820 Orono Ave), Bylaw No. 1911, 2020".
(FIRST READING)

n) BYLAW NO. 1914 **357**
"City of Langford Alternative Municipal Tax Collection Scheme Bylaw, No. 1914, 2020".
(FIRST, SECOND, THIRD READINGS AND ADOPTION)

10. ADJOURNMENT

CITY OF LANGFORD

MINUTES OF THE MEETING OF COUNCIL

Monday, April 6th, 2020 @ 5:30 p.m.

Due to COVID-19 Council Chambers is Closed
Public Dial-In Details will be posted at www.langford.ca

PRESENT

Remote by telephone: Mayor S. Young; Councillors: D. Blackwell, M. Sahlstrom, L. Seaton, N. Stewart, L. Szpak, and R. Wade.

ATTENDING

In Person: Chief Administrative Officer, D. Kiedyk; Director of Corporate Services, B. Hutchins; Fire Chief, C. Aubrey; Manager of Business Development and Events, D. Petrie; Manager of Information Technology, K. Dube; Manager of Legislative Services, A. Proton; Manager of Community Safety and Municipal Enforcement, L. Fletcher; and IT Systems Administrator, B. Agland.

Remote by telephone: Director of Finance, M. Dillabaugh; Director of Engineering, M. Mahovlich, Director of Planning, M. Baldwin; and RCMP Officer in Charge, T. Preston.

1. CALL TO ORDER

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

2. APPROVAL OF THE AGENDA

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SEATON

That Council approve the agenda with the addition of 8c) Bylaw No. 1907, 8d) Bylaw No. 1908, and 8e) Bylaw No. 1909.

CARRIED.

3. ADOPTION OF COUNCIL MINUTES

a) Minutes of the Regular Meeting of Council – March 16th, 2020
Minutes of the Special Meeting of Council – March 19th, 2020
Minutes of the Special Meeting of Council – March 26th, 2020

MOVED BY: COUNCILLOR SAHLSTROM
SECONDED: COUNCILLOR STEWART

That Council approve the minutes of the regular meeting of Council held on March 16th, 2020;
the minutes of the special meeting of Council held on March 19th, 2020; and
the minutes of the special meeting of Council held on March 26th, 2020.

CARRIED.

4. PUBLIC PARTICIPATION

Representative from West Shore Voice News – Requested more information about how a $10,000 fine in proposed bylaw 1908 would be applied, and how many bylaw officers there are to enforce business regulations. Staff clarified that the City can only ticket and initiate legal action, and that a fine up to $10,000 could only be laid by the courts. There are currently 3 Bylaw officers, plus the Manager of Community Safety and Municipal Enforcement, and auxiliary officers.

5. NOTICE OF INTENT

a) TUP20-0001 – 4373 West Shore Pkwy

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR STEWART

That Temporary Use Permit No. TUP20-0001 be issued by the Council for the City of Langford to Ken Demontigny of Galaxy Motors (0698721 BC Ltd.) to allow the land to be used for receiving, preparing and storage of recreational vehicles for sale at the applicant's neighboring RV Dealership (4377 West Shore Parkway) without building a structure that meets the 10% minimum lot coverage for lots with an area less than 1,000 m^2 subject to the following terms and conditions:

1. Conditions

The following requirements are imposed under Section 922 of the *Local Government Act*:

a) No razor wire fencing;
b) At least one 10lb dry chemical fire extinguisher must be available on site at all times;
c) Address for the site to be posted as per City of Langford bylaw; and
d) Maintain an access lane on site for fire suppression for the duration.

CARRIED.

6. REPORTS

a) LLP20-0001 – Bear Mountain Liquor License, 1999 Country Club Way

- **Staff Report (Planning)**

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SAHLSTROM

That Council inform the Liquor and Cannabis Regulation Branch that the City of Langford will

opt out of the notification process for the Structural Change application for the existing Liquor Primary License for the Bear Mountain Golf Club located at 1999 Country Club Way.

CARRIED.

b) Public Hearings
- **Staff Report (Planning)**

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR STEWART

That Council direct staff to waive all Public Hearings for any zoning bylaws which receive 1st reading on, or before, the World Health Organization rescinds the COVID-19 pandemic;

That Council pass the following resolution:

Whereas Section 154(1)(a) and 155(2)(a1) of the *Community Charter (SBC 2003)* permits Council as a whole to delegate its authority with respect to council hearings that are required by law or authorized by enactment; and

Whereas a Public Hearing under Sec. 464 of the *Local Government Act* does not constitute a power or duty established by an enactment that council hear an appeal or reconsider an action, decision or other matter;

a) That Council delegate its authority to conduct a Public Hearing to Councillor Denise Blackwell in those instances where a zoning amendment is to be considered in conjunction with an Official Community Plan amendment; and

b) That Council delegate its authority to conduct a Public Hearing to Councillor Roger Wade in those instances where a zoning amendment is to be considered in conjunction with an Official Community Plan amendment and only when Councillor Denise Blackwell is unable to exercise her delegated authority;

c) That this resolution be in effect until the World Health Organization rescinds the COVID-19 pandemic.

CARRIED.

c) Update on City of Langford COVID-19 Initiatives
- **Staff Report (Administration)**

MOVED BY: COUNCILLOR SAHLSTROM
SECONDED: COUNCILLOR SEATON

That Council receive the update on the City of Langford COVID-19 Initiatives report

for information.

CARRIED.

8. BYLAWS

a) BYLAW NO. 1898
"City of Langford Housing Agreement (948 Starling Pl) Bylaw No. 1898, 2020".
(FIRST, SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SAHLSTROM

That Council give Bylaw 1898 first, second and third readings.

CARRIED.

b) BYLAW NO. 1899
"Municipal Park Regulation Bylaw No. 177, Amendment No. 11, 2020"
(ADOPTION)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR STEWART

That Council adopt Bylaw 1899.

CARRIED.

c) BYLAW NO. 1907
"Ticket Information Bylaw No. 34, 1993 Amendment Bylaw No. 1907, 2020."
(FIRST, SECOND, AND THIRD READINGS)

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR SZPAK

That Council give Ticket Information Bylaw No. 34, 1993, Amendment Bylaw No. 1907, 2020 1st, 2nd, and 3rd reading; and

That Council direct staff to send Ticket Information Bylaw No. 34, 1993, Amendment Bylaw No. 1907, 2020 to the Provincial Minister of Health for deposit and to the Medical Health Officer for the purposes of consultation with the expectation that the Medical Health Officer provide any comments in writing by noon on April 20, 2020; and

That Council direct staff to provide an opportunity for those who may be affected by Ticket Information Bylaw No. 34, 1993, Amendment Bylaw No. 1907, 2020 to provide submissions to the City in writing by noon on April 20, 2020.

CARRIED.

d) BYLAW NO. 1908
"Business Regulation (COVID-19) Bylaw No. 1908".
(FIRST, SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR STEWART
SECONDED: COUNCILLOR SZPAK

That Council give Business Regulation (Covid-19) Bylaw No. 1908, 2020, 1st, 2nd, and 3rd reading; and

That Council direct staff to send Business Regulation (Covid-19) Bylaw No. 1908, 2020 to the Provincial Minister of Health for deposit and to the Medical Health Officer for the purposes of consultation with the expectation that the Medical Health Officer provide any comments in writing by noon on April 20, 2020; and

That Council direct staff to provide an opportunity for those who may be affected by Business Regulation (Covid-19) Bylaw No. 1908, 2020 to provide submissions to the City in writing by noon on April 20, 2020.

CARRIED.

e) BYLAW NO. 1909
"Ticket Information Bylaw No. 34, 1993 Amendment Bylaw No. 1909, 2020."
(FIRST, SECOND, THIRD READINGS AND ADOPTION)

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR SZPAK

That Council give Ticket Information Bylaw No. 34, 1993, Amendment Bylaw No. 1909, 2020 1st, 2nd, and 3rd readings, and further that Council adopt Ticket Information Bylaw No. 34, 1993, Amendment Bylaw No. 1909, 2020.

CARRIED.

9. <u>IN-CAMERA RESOLUTION</u>

MOVED BY: COUNCILLOR BLACKWELL
SECONDED: COUNCILLOR SZPAK

THAT Council close the meeting to the public pursuant to section 90 (1) e and k of the *Community Charter* to consider:

- **the acquisition, disposition or expropriation of land or improvements, if the council**

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

- **negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.**

CARRIED.

10. ADJOURNMENT

Mayor Young adjourned the meeting at 6:00 pm.

PRESIDING COUNCIL MEMBER:

CERTIFIED CORRECT
Corporate Officer

BOARD OF DIRECTORS

Minutes of the West Shore Parks and Recreation Society
Board of Directors Meeting
Thursday, March 12th, 2020 in the WSPR Fieldhouse

PRESENT: Directors Joe Martignago (Chair), Kim Anema, Loranne Hilton, Donna Petrie, Robert Earl

ABSENT: Director Darren Kiedyk

STAFF PRESENT:

Grant Brown, Administrator and Manager of Finance
Wade Davies, Manager of Operations
Geoff Welham, Manager of Recreation
Chantelle Bremner, Recorder

PUBLIC PRESENT:

N/A

Adopted April 9th, 2020

CALL TO ORDER

1. The Chair called the meeting to order at 3:00pm.

APPROVAL OF AGENDA

2. ***MOVED/SECONDED*** *BY DIRECTORS ANEMA AND HILTON THAT THE AGENDA BE APPROVED AS PRESENTED.*
   CARRIED

APPROVAL OF MINUTES

3. ***MOVED/SECONDED*** *BY DIRECTORS ANEMA AND HILTON THAT THE MINUTES OF THE REGULAR MEETING HELD FEBRUARY 13TH, 2020 BE PRESENTED.*
   NO ERRORS, NO OMMISIONS
   CARRIED

PUBLIC PARTICIPATION

4. N/A

CHAIR'S REMARKS

5. Chair, Joe Martignago thanked Director Anema for the organization of the renewal of the owners/members/operating and maintenance agreements.

   Chair, Joe Martignago asked staff if they know of other recreational centres in the region who are showing concerns regarding Covid-19.

   Administrator and Manager of Finance, Grant Brown commented that WSPRS have relented on the cancellation policy for all programs and are allowing patrons to withdraw without penalty. Staff are

monitoring the numbers in programs currently and are adjusting staffing accordingly. Maintenance staff are increasing the frequency of the cleaning of public touch points and the cleaning of program equipment. Events will be assessed and some may cancel on their own.

City of Langford commented that a health and safety committee has been organized to plan preventive measures and are taking direction from the Health Authority.

STANDING COMMITTEES

6. **a) Finance Committee**

Administrator and Manager of Finance, Gant Brown highlighted the following:

The 2020 WSPRS budget has been passed by everybody other than the City of Colwood, who has indicated that it will be passed by May 15th, 2020. Director Earl was asked to have the budget passed earlier if possible.

The 2020 WSPRS budget has been amended due to the addition of two successful grants. A report has been attached with details.

MOVED/SECONDED *BY DIRECTORS ANEMA AND HILTON THAT THE AMENDED 2020 WSPRS BUDGET BE APPROVED AS PRESENTED.*
CARRIED

Directors commented that councils will pass the approval of the amended 2020 WSPRS budget and will send the resolutions to WSPRS staff.

OLD BUSINESS

7. **a) Governance Agreement Updates**

Director, Kim Anema highlighted the following:

Signed copies of the updated agreements will be sent to WSPRS staff and each municipality and recommendations for any necessary changes to the Society Act will be put together and passed by the board of directors.

There was discussion around moving the WSPRS Annual General Meeting from June 11th to June 18th and it was confirmed that this would be done.

NEW BUSINESS

8. **a) Municipal Co-Applicant for Grants**

Administrator and Manager of Finance, Grant Brown commented on the following:

In the past, WSPRS has worked closely with the City of Colwood in grant funding applications. Administrator and Manager of Finance, Grant Brown asked if other municipalities would like WSPRS to work with them on a rotating basis if the grant requires municipal association.

The board of directors representing the municipalities other than the City of Colwood, commented that they are happy if WSPRS works with City of Colwood solely.

Adopted April 9th, 2020

b) Liquor Licence

Manager of Operations, Wade Davies commented on the following:

Due to the upcoming renovations, WSPRS staff began the process of updating the liquor licence and discovered that updates were required as a result of the changing board. WSPRS staff have managed to keep the liquor licence current with a letter from Mayor Rob Martin as a past director and current owner representative. Manager of Operations, Wade Davies commented that all five directors will need to be added to the liquor licence as soon as possible.

There was a board discussion on when the appointments would be made and it was determined that the decision would be confirmed for each municipality by the WSPRS Annual General Meeting.

FOR INFORMATION

9. **a) Administrator's Report**

Administrator and Manager of Finance, Grant Brown highlighted the following:

Administration/Human Resources

Human Resources has begun work on a departmental orientation for new hires. By doing so, staff will ensure each new hire has been trained in departmental policies and procedures. Department-specific training will continue to be the responsibility of each department.

The finance team had a successful year end and are currently hosting the KPMG auditors.

The recruitment for the Finance Manager position has closed and interviews are being conducted. Summer camp staff recruitment is underway. There are a few vacancies in operations, which will be posted over the coming weeks. The competition for the Inclusion Program Supervisor has closed and interviews are scheduled. The Recreation Program Assistant position has been filled and the successful applicant will begin in early March.

Operations

The operations team have been working with contractors in preparation of the pool air handling unit replacement that was delayed to 2020 from 2019, as well as working with an engineering firm to prepare for the JDF arena floor replacement in 2021.

Staff submitted a "Notice of Intent" on the BC Bid website expressing intent to award a contract to VDA Architecture Inc. (VDA) to provide architectural services including architectural, electrical, structural, mechanical, civil, code, building envelope, code services for the renovation and creation of the Juan De Fuca Recreation Centre Childcare Centre.

An Active Transportation grant submission was completed through the Ministry of Transportation with the hopes of securing 50 % of the project cost ($10,000) to install a new bike shelter at the front entrance of the JDF Rec Centre.

Programs

The upswing in aquatics programs and attendance continues in the first quarter of 2020. There are large waitlists for swimming lessons and staff are working to accommodate the increased demand.

Adopted April 9th, 2020

We will be offering lifeguard courses for the first time in quite some time, which may assist in staff recruitment.

Skating lessons are also in high demand and instructors are being hired to accommodate more lessons. The Q Centre is busy with both the Wolves and Grizzlies entering playoffs.

Staff have been busy submitting grant applications. One was submitted for funding from Co-op Community Spaces for a total of $75,000 as a fundraising measure for the new skatepark build. As well, staff applied for a Focus Grant in order to continue operating Wild about Wellness; a physical activity and counselling program for youth with anxiety and depression and to also provide outreach physical activity opportunities for at-risk youth in our community.

Support beams were installed in the Indoor Sports Complex (ISC) as the first of a two-step process to have the new basketball hoops put up. Cascadia will be back mid March to install the hoops.

FOR INFORMATION ONLY

IN CAMERA

10. ***MOVED/SECONDED*** *BY DIRECTORS HILTON AND PETRIE THAT THE MEETING MOVE IN CAMERA AND THAT THE STAFF STAY.*
CARRIED

THAT there is a need to have a meeting closed to the public and persons other than the West Shore Parks & Recreation Board of Directors, and staff and those identified under section 1.(2)(b) negotiations between West Shore Parks & Recreation and a third party and section 1.(1)(c). labour relations or other employee relations.

ADJOURNMENT

11. ***MOVED/SECONDED*** *BY DIRECTORS EARL AND ANEMA THAT THE MEETING BE ADJOURNED AT 4:22PM.*
CARRIED

Adopted April 9th, 2020

City of Langford
www.cityoflangford.ca

Staff Report

to

Council

Date: May 4, 2020

Department: **Parks & Recreation**

Subject: Extension of VCMMC Parks and Boulevards & Trails Maintenance Agreements

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Background

On September 8, 2014, the City entered into a Parks and Boulevard Maintenance Contract and a Trails Maintenance Contract with Victoria Contracting and Municipal Maintenance Corporation (VCMMC). These agreements expired on April 30, 2019, were extended for an additional six months in both March 2019 and October 2019. These agreements will expire on April 30, 2020, unless renewed or extended.

Commentary

The City and VCMMC are currently working together to renew the current Parks and Boulevard Maintenance Contract and the Trails Maintenance Contract. The City and VCMCC are confident that a new agreement will be achievable in 2020. If the contracts are allowed to expire, the City will not have a Parks and Boulevard or Trails Maintenance contract in place.

Options

1. That Council extend the Parks and Boulevard Maintenance Contract and the Trails Maintenance Contract with VCMMC until July 31, 2020, or until a new agreement is approved by Council, and that Council authorize the Mayor and Corporate Officer to execute the agreement.

OR

2. That Council does not authorize staff to extend the Agreements at this time.

Respectfully submitted,

Submitted by:	Cory Manton, Manager Parks and Recreation
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

/CNM

AMENDING AGREEMENT- PARKS AND BOULEVARDS MAINTENANCE

THIS AMENDING AGREEMENT dated for reference April 16, 2020, is

BETWEEN:

CITY OF LANGFORD
2nd Floor, 877 Goldstream Avenue
Langford, BC V9B 2X8
(the “City")

AND:

VICTORIA CONTRACTING AND MUNICIPAL MAINTENANCE CORPORATION
#112, 1010 McCallum Road
Victoria, BC V9B 4C6
(the "Contractor")

RECITALS:

A. By a Parks and Boulevards Maintenance Contract dated for reference September 8, 2014 (the "Agreement"), the City engaged the Contractor to provide the Services, as that term is defined in the Agreement;

B. The term of the Agreement expires on April 30, 2019;

C. The parties agreed on March 06, 2019 to extend the term of the Agreement for six (6) months;

D. The parties agreed on October 17, 2019 to extend the term of the Agreement for six (6) months; and

E. The parties have agreed to extend the term of the Agreement for an additional three (3) months accordance with this Amending Agreement.

THIS AMENDING AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Amending Agreement and the payment of $1.00 by the City to the Contractor, the sufficiency and receipt of which the Contractor acknowledges, the parties covenant and agree with each other as follows:

1. Terms defined in the Agreement have the same meaning in this Amending Agreement, except as set out in this Amending Agreement.

2. The term of the Agreement is extended by an additional three (3) months and shall expire on July 31, 2020, unless terminated or cancelled in accordance with the Agreement or extended by mutual agreement of the parties.

3. The parties agree that the Agreement remains in full effect, modified only to the extent set out above.

4. This Amending Agreement shall ensure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, and other legal representatives.
5. Any or all of the parties may execute this Amending Agreement in counterparts. The respective signing pages of each counterpart, including prints of versions stored in any computer format and prints of facsimiles, shall be deemed to be original and such counterparts together shall constitute one and the same instrument, which, for all purposes, shall be deemed to be fully and duly executed by all the signatories to the various counterparts.
6. A copy of the body of this Amending Agreement together with all signed counterpart signature pages, certified to be a true copy by a lawyer, notary public or other commissioner for taking affidavits in British Columbia, shall be deemed for all purposes to be a fully-executed original of this Amending Agreement.

IN WITNESS OF WHICH the parties have duly executed this Amending Agreement on the dates written below.

CITY OF LANGFORD	**VICTORIA CONTRACTING AND MUNICIPAL MAINTENANCE CORPORATION**
by its authorized signatories:	by its authorized signatories:
_____	_____
Mayor: Stewart Young	Name:
_____	_____
Corporate Officer: Braden Hutchins	Name:
Date: _____	Date: _____

AMENDING AGREEMENT- TRAILS MAINTENANCE

THIS AMENDING AGREEMENT dated for reference April 16, 2020, is

BETWEEN:

CITY OF LANGFORD
2nd Floor, 877 Goldstream Avenue
Langford, BC V9B 2X8
(the “City")

AND:

VICTORIA CONTRACTING AND MUNICIPAL MAINTENANCE CORPORATION
#112, 1010 McCallum Road
Victoria, BC V9B 4C6
(the "Contractor")

RECITALS:

A. By a Parks and Boulevards Maintenance Contract dated for reference September 8, 2014 (the "Agreement"), the City engaged the Contractor to provide the Services, as that term is defined in the Agreement;

B. The term of the Agreement expires on April 30, 2019;

C. The parties agreed on March 06, 2019 to extend the term of the Agreement for six (6) months;

D. The parties agreed on October 17, 2019 to extend the term of the Agreement for six (6) months; and

E. The parties have agreed to extend the term of the Agreement for an additional three (3) months accordance with this Amending Agreement.

THIS AMENDING AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Amending Agreement and the payment of $1.00 by the City to the Contractor, the sufficiency and receipt of which the Contractor acknowledges, the parties covenant and agree with each other as follows:

1. Terms defined in the Agreement have the same meaning in this Amending Agreement, except as set out in this Amending Agreement.

2. The term of the Agreement is extended by an additional three (3) months and shall expire on July 31, 2020, unless terminated or cancelled in accordance with the Agreement or extended by mutual agreement of the parties.

3. The parties agree that the Agreement remains in full effect, modified only to the extent set out above.

4. This Amending Agreement shall ensure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, and other legal representatives.

5. Any or all of the parties may execute this Amending Agreement in counterparts. The respective signing pages of each counterpart, including prints of versions stored in any computer format and prints of facsimiles, shall be deemed to be original and such counterparts together shall constitute one and the same instrument, which, for all purposes, shall be deemed to be fully and duly executed by all the signatories to the various counterparts.

6. A copy of the body of this Amending Agreement together with all signed counterpart signature pages, certified to be a true copy by a lawyer, notary public or other commissioner for taking affidavits in British Columbia, shall be deemed for all purposes to be a fully-executed original of this Amending Agreement.

IN WITNESS OF WHICH the parties have duly executed this Amending Agreement on the dates written below.

CITY OF LANGFORD

by its authorized signatories:

_____

Mayor: Stewart Young

_____

Corporate Officer: Braden Hutchins

Date: _____

VICTORIA CONTRACTING AND MUNICIPAL MAINTENANCE CORPORATION

by its authorized signatories:

_____

Name:

_____

Name:

Date: _____

City of Langford
www.cityoflangford.ca

Staff Report

to

Council

Date: 05/04/2020

Department: **Parks & Recreation**

Subject: Bear Mountain Boulevard and Park Landscape Maintenance Contract

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Background

In 2017, Ecoasis Resort and Golf LLP (formally BM Resort Assets Ltd.) was awarded the municipal maintenance contract for the City of Langford Bear Mountain service area. Ecoasis took over the maintenance from Victoria Contracting and Municipal Maintenance Corp in August of 2016. After completion of Ecoasis' first two (2) year contract, the City has completed a complete asset inventory of the Bear Mountain service area and the contract is due to be renewed.

Commentary

Staff have developed maps and detailed Maintenance Service Forms and specifications for the required maintenance of the landscape on Bear Mountain. The Bear Mountain service area is treated as high level, with turf maintained on a weekly basis during the growing season and shrub beds maintained bi-monthly during the growing season.

The Ecoasis Resort and Golf LLP original proposal was thorough, complete, and included maps, schedules, routes and specific days of the week when work is to be done. Ecoasis Resort & Golf LLP continues to complement of all the required certified personnel needed to carry out all work aspects for this service area. Their staff will be stationed on Bear Mountain so they will be able to respond quickly to any concerns from businesses and residents. As owners of the Bear Mountain Golf courses, they understand the maintenance requirements of this service area and are in the best position to ensure the area looks its best for high profile events like the PGA.

Financial Implications

The new 2020 contract amount for the maintenance of the Bear Mountain service area is $384,380.31. Since 2017, new infrastructure at South Ridge Plateau, Pebble Place, Riviera Place, The Nicklaus Nature Trail, Muirfield Park and Trail and the completion of Bear Mountain Parkway (St. Andrews to Marble Place) has been added to the City's inventory, however, the recent work to improve the center median of Bear

Mountain Parkway (Echo Valley to Champions Way) has resulted in a maintenance savings of $17,670 annually.

Legal Implications

In order to proceed, the successful proponent must sign a contract with the City of Langford.

Options

That Council:

1. Award the contract for Bear Mountain Landscape and Park Maintenance to Ecoasis Resort & Golf LLP, for the term of May 1, 2020 – April 30, 2024 for an annual price of $384,380.31; and that Council authorize Mayor and CAO to execute the agreement.

Or:

2. Direct staff to create an RFP to retender the document for a new municipal maintenance contractor for the Bear Mountain maintenance service area.

Respectfully Submitted,

Submitted by:	Cory Manton, Parks and Recreation Manager
Concurrence:	Matthew Baldwin, MCIP, RPP, Director of Planning
Concurrence:	Lorne Fletcher, Manager of Community Safety and Municipal Enforcement
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Adriana Proton, Manager of Legislative Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

CM

City of Langford
www.cityoflangford.ca

Landscape Service Agreement

For

Bear Mountain Boulevard and Park Landscape Maintenance

THIS AGREEMENT dated for reference this _____ day of _____, 2020 (the "Effective Date").

BETWEEN:

CITY OF LANGFORD
2nd Floor, 877 Goldstream Ave.
Langford, BC V9B 2X8

(the "City")

OF THE FIRST PART

AND:

Ecoasis Resort and Golf LLP
2050 Country Club Way
Victoria, BC V9B 6R3

(the "Contractor")

OF THE SECOND PART

WHEREAS the City wishes to engage the Contractor to provide the Services and the Contractor agrees to provide Services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is now acknowledged, the parties agree as follows:

1.0 **Definitions**

1.1 **"Agreement"** means the Contract.
"City of Langford" or "City" means the Corporation of the City of Langford and any person authorized to act for or on behalf with respect to any matter under this Request for Proposal.
"City Contract Manager" means the City of Langford Manager of Parks and Recreation, their delegate appointed in writing or other persons appointed by the City of Langford.
"Contract" means within the Landscape Services Agreement including all schedules and appendices attached to and forming part of the agreement, and as may be amended or extended from time to time.
"Contractor" means the Party who has executed the Landscape Services Contract.
"Equipment" means the Contractors' maintenance equipment described in **Schedule B.**

"Fee Schedule" means the schedule of fees for the provision of services attached as **Schedule B.**
"Must" "mandatory" means a requirement that must be met in order for a Proposal to receive consideration.
"Services" means the Services as described generally in **Schedule A,** including anything and everything required to be done for the fulfillment and completion of the Bear Mountain Boulevard and Park Landscape Maintenance Contract.
"Work" unless the context otherwise requests, means the whole of the work, tools, materials, labour, equipment, travel, and all other expenditures in connection with the Services to complete the Work as set out in **Schedule A** Scope of Services.
"Work site"/ "Work sites" means a City location where the Work is to be performed as identified in Schedule B.
"Working Day" means any day Monday to Friday inclusive.

2.0 Conduct of the Agreement

2.1 **City's Contract Manager.** For the purpose of this Agreement, the City designates as its Contract Manager:

Cory Manton
City of Langford, Manager Parks and Recreation Department
Langford City Hall
877 Goldstream Ave, Langford, BC
Telephone: 250-391-3162
Fax: 250-391-3439
Email: cmanton@cityoflangford.ca

2.2 **Contractor Contract Manager.** For the purposes of this Agreement, the Contractor designates as its Contract Manager:

Ryan Mogensen
Ecoasis Resort and Golf LLP
2050 Country Club Way
Victoria, BC V9B 6R3
Telephone: 250-216-9564
Email: rmogensen@ecoasis.com

2.3 The Contract Manager will be the primary point of contact for each party in the administration of this Agreement.

2.4 Either party may change its Contract Manager by written notice to the other party.

3.0 Term of Contract

3.1 The Contract Price for will be paid by the City of Langford to the Contractor by way of one twelfth of the following payments of the Contract Price each months for those months of the Term, (and a proportioned amount of the monthly rate for part months) upon delivery of a statement of account. The payments in Years 2 - 5 will be adjusted by the previous year's Cost of Living Factor:
The Contract Price for each twelve-month period is as follows:
Year 1 = $384,380.31

Year 2 – Year 1 plus (Year 1 multiplied by the 2021 Cost of Living Factor)
Year 3 – Year 2 plus (Year 2 multiplied by the 2022 Cost of Living Factor)
Year 4 – Year 3 plus (Year 3 multiplied by the 2023 Cost of Living Factor)
Year 5 – Year 4 plus (Year 4 multiplied by the 2024 Cost of Living Factor)

3.2 The term of a Contract shall commence on the Agreement Date (the "May 1, 2020") and expire April 30, 2024 unless terminated, cancelled or extended.

3.3 The term of the Contract may be extended or renewed at the City's sole discretion for one (1) additional five (5) year term subject to satisfactory performance reviews and price negotiations. The Contractor must submit a request for renewal, in writing, to the City's Contract Manager as defined in **Section 2.0 (2.1)** no later than (120) calendar days before the term of Contract expires. The City shall not incur any liability, should it choose not to exercise its exclusive option to renew the Contract.

4.0 Contract Documents

4.1 The terms and conditions of the Contract Documents, whether or not actually attached to this Form of Agreement will govern the terms of this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between any of the terms and conditions within these Contract Documents, the provisions of the Contract Documents will take precedence and govern in the following priority;

a. This Form of Agreement;
b. Schedule A: Scope of Services;
c. Schedule B: Pricing;
d. Appendix A: Prime Contractor General Information Form;
e. Appendix B: Prime Contractor Pre-construction Meeting Form;
f. Appendix C: Safety Inspection and Safety Checklist Form;
g. Certificate of Insurance;
h. WorkSafe BC Clearance Letter;
i. Those parts not listed above, but agreed upon by both Parties.

5.0 Services

5.1 The Contractor covenants and agrees with the City to provide the Services in Accordance with this Agreement. The Services provided will meet the specifications and scope set out in **Schedule A** and at the prices submitted on **Schedule B** of this Agreement.

5.2 The City reserves the right at its sole discretion to adjust the Scope of Services, level of Services, increase/decrease the number of work site(s) at any time during the Agreement term. There shall be no penalty, or additional cost to the City for any reduction in the amount of Services or work site(s) and the Prices will be increased or decreased by written agreement of the City and the Contractor according to the Prices set out in **Schedule B.**

5.3 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced Contractor performing Services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to the Services requested.

6.0 Payment and Invoicing

6.1 The City will pay the rates in accordance to the prices submitted on **Schedule B** to the Contractor in accordance with this Agreement. Payment by the City will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the City.

6.2 The Contractor will submit a monthly invoice to the City requesting payment of the portion of the Contract Price relating to the Services provided in the previous month.

6.3 Invoices must include:

- the Contractor's name, address and telephone number;
- the City's purchase order number;
- the Contractor's invoice number;
- description of the Services and work site location for Services performed under contract during the previous month;
- description of all additional work, if requested by the City (to include number of hours, hourly rate, description of services, approved disbursements);
- GST/PST are shown as a separate line items.

6.4 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor in writing.

6.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

6.6 The City's standard payment term is NET (30) days.

7.0 Personnel and Sub-Contractors

7.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.

7.2 The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Proposal and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

7.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

7.4 The Contractor will preserve and protect the rights of the City with respect to any Goods and Services performed under sub-contract and incorporate the Terms and Conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

7.5 The Contractor shall not assign or sub-contract its obligations under this Contract, in whole or in part, without prior written approval of the City's Contract Manager in consultation with the Purchasing Agent.

8.0 Independent Contractor

8.1 The Contractor is an independent Contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in the Proposal submission. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

9.0 Prime Contractor

9.1 The Contractor to this Contract is designated and assumes the responsibility as the ***Prime Contractor*** per WorkSafe BC OH&S Regulations Section 20.2 **Notice of Project** and 20.3 **Coordination of Multiple Employer Workplaces** and Workers' Compensation Act, Section 118 **Coordination of Multiple-Employer Workplaces** subsections (1) and (2). The Contractor should also understand the general duties of the Owner as defined in the Workers' Compensation Act, Section 119 **General Duties of Owner.** The Contractor should have the necessary qualification and be willing to accept the responsibilities as ***Prime Contractor*** for this Contract.

10.0 Indemnification

10.1 The Contractor agrees to indemnify, defend and save harmless the City of Langford, including without limitation, its Council Members, agents, servants and employees from and against all suits, claims, demands, losses, damages, expenses and costs made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officers, director or sub-contractor the Contractor pursuant to the Contract excepting always liability out of the independent acts of the City.

11 Insurance Requirements

11.1 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed in the Province of British Columbia and in forms and amounts acceptable to the City.

a. Commercial General Liability insurance on an occurrence basis, in an amount not less than five million ($5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the

same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insured, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice;

b. Automobile Liability Insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than five million ($5,000,000) dollars per occurrence for bodily injury, death and damage to property; and
c. Contractor's Equipment Insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

11.2 All insurance must be primary; and not require the sharing of any loss by an insurer of the City.

11.3 If the insurance policy(ies) expire before the end of the term of this Contract, the Contractor must provide within ten (10) working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in a form acceptable to the City.

11.4 The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this section in its sole discretion.

11.5 Copies of all insurance renewals shall be provided to the City on an annual basis as requested, for the duration of the Contract.

11.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

11.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

11.8 The insurance certificate shall name the City of Langford as an additional insured and shall be in a format acceptable to the City.

12.0 WorkSafe BC

12.1 The Contractor and any approved sub-contractors must be registered in good standing with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Contract. The Contractor agrees and shall:

a. Provide at its own expense the necessary WorkSafe BC compensation coverage for all it employees and partners employed or engaged in the execution of the Service;
b. Remain current with all assessment reporting and payments due there under and shall comply in every respect with the requirements of the Workers' Compensation Act and Regulations; and
c. Be solely responsible for to ensure that all sub-contractors have proper Work Safe BC coverage.

12.2 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

12.3 The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

13.0 Deficiencies

13.1 The City shall have a reasonable time to inspect and to accept the Services. The City may reject any Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Services whereupon the Services will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.

14.0 Termination

14.1 The City reserves the right, at its sole discretion, to terminate the Agreement immediately, in whole or in part, for any of the following reasons:

- Default or arrears standing at WorkSafe BC; or
- Expired insurance (CGL or Auto)

14.2 The city reserves the right, at its sole discretion, to terminate the Agreement immediately, in whole or in part if the contractor receives three (3) written letters during the Contract Term for any one or more of the following reasons:

- Failure to deliver the promised Services at the required time and location; or
- Failure to provide personnel that is satisfactory to the City; or
- Failure to notify the City of changes in qualified personnel or sub-contractors; or
- Failure to respond to phone calls or emails from the City within a timely manner, as solely determined by the City; or
- Failure to provide the require reports as identified in **Schedule A**; or
- Fails to meet the City's standard of expected and agreed level of Service and performance; or
- Unsafe acts while on City property that could pose a threat to the safety of the City Staff or Public:
- Safety infractions; or
- Expired Business License; or any other reason considered appropriate, at the sole discretion of the City.

14.3 Upon termination of the Agreement, the City will be under no further obligation to the Contractor, except to pay to the Contractor, such amount as the Contractor may be entitled to receive up to the date of termination. Such termination will not result in any penalty to the City, unless otherwise agreed to and as specified in this Contract.

14.4 **Cancellation of Agreement**
The Agreement may be cancelled by either Party for any reason without cause or penalty upon sixty (60) calendar day's written notice.

15.0 Curing Defaults

15.1 If the Contractor is in default of any of its obligations under this Agreement, including one (1) letter default and demand to cure as set out in Section 14.2, then the City may without terminating this Agreement, upon five (5) days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

16.0 Business License

16.1 The Contractor will obtain and maintain throughout the term of this Agreement a valid City of Langford business license.

17.0 Applicable Law

17.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.

17.2 The Contractor will, as a qualified and experienced Contractor, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

18.0 Notices

18.1 **Addresses for Notice.**
Any notice required or permitted to be given by one party to another pursuant to this Agreement must be in writing and will be validly given if delivered, electronically transmitted by email or mailed by pre-paid registered post to the parties as follows:

TO THE CITY OF LANGFORD:

Parks and Recreation Department
2nd Floor, 877 Goldstream Ave
Attention: Cory Manton
cmanton@langford.ca

AND

TO THE CONTRACTOR:

Ecoasis Resort and Golf LLP
2050 Country Club Way
Victoria, BC V9B 6R3
Attention: Ryan Mogensen
rmogensen@ecoasis.com

Any notice given in accordance with this or any other provision of this Agreement is deemed to be received; (a) if delivered by mail, by mailing to that party at their mailing address for notices and such delivery shall be effective when actually delivered or three (3) days following mailing, whichever is the earlier. (b) If delivered by electronic mail, by electronic transmission to that party's email address for notices (if any) and such delivery shall be effective on the first business day following receipt of the electronic transmission. In the case of electronic mail transmission of notices, the party sending the notice shall be solely responsible for ensuring the notice is properly received by the recipient.

19.0 Dispute Resolution

19.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Contract or related to this Contract ("Dispute") using the dispute resolution procedures set out in this section.

a. **Negotiation:** The parties will make reasonable efforts to resolve any Disputes by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
b. **Mediation:** If all or any portion of a Dispute cannot be resolved by good faith negotiations within thirty (30) days, either party may, by notice to the other party, refer the matter to mediation. Within seven (7) days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Langford, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
c. **Litigation:** If within ninety (90) days of the request for mediation, the Dispute is not settled, or if the Mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

20.0 Time of the Essence

20.1 Time will be of the essence of this Agreement

21.0 Enurement

22.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

This Agreement is executed by the Contractor this_____day of_____,

2020.

CONTRACTOR

I/We have the authority to bind the Contractor.

_____
Ecoasis Resort and Golf LLP

_____
(Signature of Authorized Signatory)

_____
(Print Name and Position of Authorized Signatory)

This Agreement is executed by the City of Langford this_____day of_____, 2020.

CITY OF LANGFORD

_____
(Signature of Authorized Signatory)

_____
(Mayor)

_____
(Signature of Authorized Signatory)

_____
(Chief Administrative Officer)

SCHEDULE A: SCOPE OF SERVICES

PART A: GENERAL TERMS AND CONDITIONS FOR SERVICES

1. Work Site Maps

a. Please refer to the BMR and BMP site map PDF's provided.

2. Standards of Work

a. All work must to be carried out according to City of Langford Subdivision and Development Servicing Bylaw 1000 -Schedule 10 – Irrigation Standards, Schedule 13 – Parks and Trail Landscape Construction, and Schedule 14 – Boulevard Landscape Standards and British Columbia Landscape and Nursery Association Landscape Standards, unless otherwise specified.

b. Irrigation system maintenance shall be in accordance with International Irrigation Association of British Columbia standards, unless otherwise specified.

c. Playground inspections and maintenance shall be in accordance to Canadian Safety Association Standards.

d. All tree work must be carried out to International Society of Arboriculture standards, unless otherwise specified.

e. Where discrepancies occur between standard and specifications, City of Langford Bylaw 1000 standards govern.

3. Operator Qualifications and Experience

a. The Contractor must have the necessary competence, experience, qualified personnel and equipment to carry out all aspects of the Work.

b. All Horticulture work must be supervised by someone who has successfully completed a Horticulture two (2) year Technical Program in Landscape Maintenance or equivalent, as recognized by the BC Landscape and Nursery Association, as well as five (5) years relevant experience in horticultural practice.

c. All turf maintenance work must be supervised by someone who has successfully completed a two (2) year Technical Program in Turf Maintenance or equivalent, as recognized by the BC Landscape and Nursery Association, as well as five (5) years relevant experience in the turf maintenance practice.

d. All arboriculture related work must be completed by or supervised by someone who is currently certified as an I.S.A. Certified Arborist as administered by the

International Society of Arborists, and who has five (5) years of relevant experience in the field of arboriculture.

e. The Contractor must hold a current Pest Control Service License and possess a valid Pesticide Applicator Certificate in Landscape – Integrated Pest Management.

f. All Irrigation installation and maintenance works must be completed by or supervised by someone who has successfully completed Level I and Level II Certified Irrigation Technician through IIABC. We encourage staff to obtain other Irrigation related courses such as Irrigation Auditing, Electrical Troubleshooting, Irrigation Design, Irrigation Scheduling and Electrical Field Safety Representative Certificate of Qualification - Low Energy Systems.

g. All staff testing backflow preventers must be BC WWA Certified in Cross Connection Control.

h. All Playground Inspections are to be completed by someone who is a Canadian Certified Playground Inspector.

i. The Contractor must notify the City of changes in qualified personnel. Failure to maintain competencies and qualifications at all times may result in immediate termination of the contract.

4. Hours of Work

a. Work Performed in Parks: Monday through Friday during posted Parks hours, providing it is compliant with the City of Langford's Municipal Parks Bylaw No. 177.

b. All other Work may be performed Monday through Friday, providing it is compliant with the City of Langford's Noise Abatement Bylaw No. 961

5. Environmental Protection

a. All work shall be conducted in accordance with all applicable legislation, guidelines and best management practices of both the Ministry of Environment Lands and Parks and Department of Fisheries and Oceans. The deposit or release of debris or deleterious substances into the drainage system (storm sewer and downstream watercourse) will not be permitted.

b. The Contractor shall take adequate precautions and actions to prevent pollution of the air, watercourses, groundwater and adjoining lands from the works conducted under this contract.

c. The Contractor will report to the City immediately if any hazardous or toxic materials are found or discovered. Such materials are to be left untouched and the area is to be marked and cordoned off to prevent any access to the workers and the public.

6. Work Around Public Use of the Parks and Special Events

a. Contractor activities around special events shall not be performed while special events or City programs/activities are ongoing in the area. Work to be timed such that areas are kept in good condition prior to special events.

b. Contractor activities around play equipment must not be performed while equipment is being used by children, or when there are City programs or school breaks or activities ongoing in the Park.

7. Public use of the Parks

The Contractor shall:

a. Conduct the work so as to cause the least amount of interference to the public in their enjoyment of the Parks.
b. Adjust maintenance scheduling by mutual agreement with the City to accommodate special community and other authorized events.
c. For scheduling purposes, be provided with copies of the special community and other authorized events.

8. Condition of Contract Areas

The Contractor shall be aware of the condition of the Contract areas at the time of the awarding of the Contract. After the commencement date the Contractor is responsible for the maintenance of all turf, trees, shrubs, structures, and all other amenities as outlined in this Agreement, and understands it is their sole responsibility to ensure that the condition of these areas and their associated fixtures and amenities, as it relates to this agreement, do not deteriorate over the term of this Agreement. Further to this and following initiation of this agreement, the Contractor recognizes they will be held responsible for all costs incurred for any necessary repair of replacement of or to any items; identified by the City's Contract Manager; which have deteriorated over the length of the Contract as a result of the Contractor's actions or lack thereof.

9. Staff and Equipment Levels

a. The Contractor shall at all times provide, maintain and operate sufficient staff and equipment to properly maintain the levels of service specified in the Agreement.

b. The Contractor shall be responsible for maintenance, repairs and all other operating costs or requirements of the equipment supplied, including fuel, licensing, insurance, regular washing, storage, paint, etc.

c. All equipment and vehicles used by the Contractor must be kept clean at all times to present a positive and professional image.

10. Inclement Weather

a. The Services are to be continuous except in the event of inclement weather. The City reserves the right to suspend any or all work due to poor weather conditions. The City reserves the right to authorize the delayed work to be performed at a later date, or the City may deem it more appropriate to omit the delayed work and resume the normal schedule. The Contractor shall not perform any suspended work without written authorization from the City's Contract Manager.

b. While work is suspended due to inclement weather conditions, the Contractor shall maintain readiness to resume work when conditions again become favourable enough to proceed.

11. Priority Service

City programs and levels of service related to this Agreement will at all times receive first priority by the Contractor, who will insure that the levels of service, schedules and completion of the work are first accomplished within the City programs and service areas. Included in this is the use and assignment of all necessary manpower, equipment and facilities required for prompt and efficient completion of all work associated with this Agreement. The integrity of the City and its programs will be maintained as highly important and thereon as totally separate from all such private programs or contracts.

12. Existing Systems and Utilities

a. The Contractor shall verify the locations of irrigation systems and take special precautions to protect existing utility services such as power lines, telephone lines, gas and oil pipelines, water works and drains affected by his operations, at his own cost and shall minimize and be responsible for any damage caused thereby. The Contractor shall at all times and at his own expense, conduct his operations in accordance with the requirements of the utility authorities having jurisdiction.
b. The City will pay all utility bills for existing and approved new permanent installations at each site.

13. Cell Phone

The Contractor shall:

a. Provide a cell telephone number to receive notice of situations requiring immediate attention between the City's normal business hours Monday through Friday 8:00 a.m.– 4:30 pm. To which work-related queries and complaints may be directed; and
b. Provide the City with an after-normal-business-hours contact person and reliable method of contacting this individual, who will be available to respond to the City's concerns when necessary.

14. Employee Identification

All employees of the Contractor shall have proper identification in their possession when performing duties related to the Agreement. Such identification will demonstrate that they represent the City's Contractor and the City's Boulevard and Park Landscape Maintenance program.

15. Record Keeping

The Contractor is to maintain at all times accurate, complete records for the following:

a. **Daily Reports:** The Contractor will provide and maintain conscientiously a Vegetation Management Daily Record for each work site. These reports shall include daily account of work done; materials and services used will be available to the City's Contract Manager as requested and within a maximum of three (3) hours of any such request.
b. **Pre-Contract Report:** Within one (1) month of contract award, the contractor shall supply to the City's Contract Manager a list of schedules and routes including frequency of services for all work sites.
c. **Weekly/Monthly Vandalism Reports:** The Contractor is to bring to the City's Contract Manager attention of any general concerns, vandalism or safety immediately.
d. **Monthly Progress Reports:** These reports shall include:
    - Monthly report schedule for work planned for the next month.
    - Monthly activities report which includes summaries of schedule work completed.
e. **Annual Reports:** The Contractor shall provide year-end annual reports for each calendar year of this agreement. These reports will be due by February 1st of each year. At a minimum, the annual reports shall include:
    - An annual summary of completed programs and level of service.
    - An annual summary of pesticide usage.
    - A discussion of highlights, problems, and measures taken to resolve problems and increase efficiency.
    - Suggested improvements
f. **Pesticide Usage Record**.

These records, reports are to be emailed to the City's Contract Manager on a monthly basis or as requested, except for Vegetation Management Daily Record which shall be made available if requested within three (3) hours of any such request.

All costs related to or associated with the preparation of such record keeping and reports are included in the Contract Price stated in Schedule B. Failure to submit required reports and inspection may result in termination of the Contract or at the City's sole discretion withhold monies due under Schedule B.

16. Responsibilities of the Contractor

a. The Contractor will at all times ensure the safety of the public (vehicular and pedestrian traffic) and its employees while performing these Services. The Contractor will be responsible at their expense, where necessary for all temporary marking, signing, flagging and control while performing work covered by the Agreement. It is the Contractor's sole responsibility to determine if and when a Traffic Control Person is required for the Services requested in this Contract. The Contractor shall follow the rules or regulations of the Province of British Columbia, Ministry of Transportation and Highways, Traffic Engineering Section "Traffic Control Manual for Work on Roadways" – Current Edition and updates.

b. The Contractor is expected to accept responsibility and provide personal supervision for those persons within their employment.

c. The Contractor shall initiate, maintain, supervise, observe and comply with all safety precautions and programs in connection with the work done in accordance with all applicable federal, provincial and local laws, regulations and bylaws.

d. The Contractor must have all their vehicles identified with company name. This must be fully legible and displayed in a professional manner.

e. The Contractor must report immediately to the City, or designate of any hazardous situations observed at each work site. Hazardous situations are to be reporting immediately (less than 1 hour) and non-hazardous situations are to be reported within (24) hours to the City, or designate.

f. The Contractor shall be responsible for disposing of materials in a legal and safe manner and the payment of landfill tipping fees and/or disposal site charges.

17. Collection and Disposal of Refuse

The Contractor is solely responsible for collection and disposal of all refuse, garden waste, debris, feces, or litter. All materials must be properly disposed of at a Regional Solid Waste Facility at the Contractor's expense or as otherwise directed by the City's Contract Manager.

18. Cleaning of Debris

The Contractor is solely responsible for the cleaning of all debris deposited, spilled or tracked on any street, alley or other public place by any of their equipment. If the Contractor fails to clean or repair the same within two (2) hours after notice is served by the City, the City may cause such streets, alleys or public places to be repaired or cleaned and charge all associated costs to the Contractor. The City is authorized to deduct such cost from the payment due the Contractor.

19. Inspection of Work Performed

a. All workmanship will be subject to periodic inspection(s) by the City, and the City shall be the sole judge of the Work in respect to quality and quantity, and decisions of the City, with regards to work, or any part or parts thereof, shall be final and binding upon the Contractor.

b. The Contractor will be held strictly to the true intent of the Scope of Services in regard to workmanship and the diligent execution of the Agreement.

c. If the quality of the work is determined to be inadequate or defective and it is determined by the City, that a full time inspection is necessary for the remainder of the Contract, the cost of additional inspections due to the imposition of full time inspection by the City shall be borne by the Contractor. For the purpose of this calculation, the additional cost of inspection is estimated at $400.00 per working day. The additional cost of inspection will be deducted from the Contractor's invoice. The City may, however, reduce the level of this full time inspection at any time during the remainder of the Contract.

20. Defective Work

The City will measure the Contractor's Work by the appearance of the work sites covered by this Contract. If the Contractor fails to provide grass cutting, shrub bed maintenance, irrigation maintenance, inspections, or clean up Services in accordance with the aforementioned, to the satisfaction of the City, the Contractor will be required to return to the site [within two (2) business days] and complete any of these missed or incomplete Work properly by the Contractor at the Contractor's sole expense, to the complete satisfaction of the City, or the City may complete these Work with the costs associated charged back to the Contractor.

21. Damage

a. The Contractor is responsible for repairing any damage, and making good on legitimate claims of the public as a result of the Contractor's operations or actions.

b. The Contractor shall conduct operations such that existing plant material and structures are not damaged by the Contractor's activities. This includes neglect or failure to respond to reports or requests made by the City's Contract Manager in a timely manner that results in damages to plant material.

c. The Contractor agrees to compensate the City for such damages.

d. In the case of plant material, compensation shall include the replacement of and cost to maintain the plant material until it is free to grow.

e. The City may deduct the cost of plant material and anticipated maintenance from monies payable under Schedule B.

f. Lawnmower and power string trimmer damage to trees constitutes sufficient grounds for replacement and maintenance of plant material.

g. Non-functioning irrigation that damages plant material constitutes sufficient grounds for replacement and maintenance of plant material.

22. Equipment Maintenance

All maintenance of equipment used in performance of the Work and all associated Services are the sole responsibility of the Contractor. All are to be maintained regularly so as to provide a positive image of the Contractor, the City and its facilities.

23. Site Conduct

a. All Contractor's personnel or sub-contractors, while working in and around the City's Work sites, shall act in a professional manner. The Contractor is to enforce proper discipline and decorum among all Contractor's personnel or sub-contractors on the Work site(s) and is to control, among other things: 1) noise, including music; 2) the use of offensive language; 3) smoking or drinking of alcoholic beverages on the work site; 4) physical violence; 5) thievery; and 6) the transportation of articles or materials deemed hazardous. If the City determines, in its sole discretion, that any labourer need to be removed due to his or her failure to comply with the terms of this provision, the Contractor will remove such personnel or sub-contractor from the work site(s) immediately.

b. All Contractors' personnel for sub-contractors who may be dealing with the public shall conduct themselves in a courteous and polite manner and shall dress and groom themselves in a standard acceptable to the City.

c. All complaints shall be resolved within twenty-four (24) hours. If this is not possible, the City is to be notified of the complainant, circumstances, time, location and nature of complaint within a further twenty-four (24) hours. Notification to the City of the complaint, does not absolve the Contractor from resolving the situation.

24. Site Clean-Up

a. The work site(s) shall be maintained in an orderly manner and shall not be encumbered with equipment, materials or debris.

b. The Contractor is required to remove all equipment from the work site at the completion of each day's work. No equipment shall be stored on the contract site or any other part of the right-of-way.

25. No Trespassing

The Contractor is responsible to ensure that he does not trespass onto private property. The City of Langford shall not be held accountable for any trespass, inadvertent or otherwise.

26. Invasive Plant Species

Invasive Plant Species must be removed or controlled at all work site locations.

Invasive Plant Species consist of:

- *Convolvulus Arvensis (*Morning Glory*)*
- *Cytisus Scoparius (*Scotch Broom*)*
- *Hedera Helix (*English Ivy*)*
- *Conium maculatum (*Poison Hemlock*)*
- *Heracleum Mantegazzianum (*Giant Hogweed*)*
- *Ilex Aquafolium (*English Holly*)*
- *Impatiens Glandulifera (*Policemen's Helmet*)*
- *Lamiastrum Gleubdolon (*Dead-nettle Lamium*)*
- *Lythrum Salicaria (*Purple Loosestrife*)*
- *Polygonum sp. (*Japanese Knotweed*)*
- *Rubus Laciniatus (*Himalayan Blackberry*)*
- *Rubus Discolor (*Evergreen Blackberry*)*
- *Vinca Minor (*Periwinkle*)*
- *Iris pseudacorus (*Yellow Flag Iris*)*

27. Vandalism and Theft

a. Damage or theft to plant materials, irrigation systems, landscaped areas or any amenities on City property is to be reported as soon as possible to the City's Contract Manager of the City of Langford.

b. Repair and replacement of any City property, which results in a public safety concern, due to vandalism will be reported to the City's Contract Manager immediately. Approved repairs by the City will be performed immediately at the hourly rate submitted in **Schedule B.**

c. Other non-safety related incidences of vandalism or damage will be reported to the City's Contract Manager within (1) week. Approved repair and replacement by the City will be at the hourly rate submitted in **Schedule B.**

SCHEDULE A SCOPE OF SERVICES

PART B: SERVICE LEVEL STANDARDS

Standards for Service

Bear Mountain Boulevard and Park Landscape contain landscape elements that are expected to be maintained at a high service level. For example, Bear Mountain Parkway has irrigated boulevard, medians containing trees and shrubs along with annual displays. While there is also non-irrigated turf boulevards along the Parkway, it is expected that these areas will be maintained at a high service level with increased frequency during the summer months so as to have a good appearance.

The proponent shall provide services in accordance with the following table as modified by the text to follow:

CITY OF LANGFORD MAINTENANCE STANDARDS AND FREQUENCY													
PROCEDURE	**SCHEDULE (Month)**												**FREQUENCY**
	J	F	M	A	M	J	J	A	S	O	N	D	
General:													
Inspection	/	/	/	/	/	/	/	/	/	/	/	/	Monthly
Litter Removal	/	/	/	/	/	/	/	/	/	/	/	/	Biweekly
Reporting	/	/	/	/	/	/	/	/	/	/	/	/	Monthly
Soil Testing		*											As requested
Irrigated Lawns:													
Mechanically Edge					/				/				Shrub/Annual Bed Edges, Tree Wells, Hard Surfaces -2 times per year
Aerate					/								1 time per year
Fertilize				/		/			/				3 times per growing
Mow	/	/	/	/	/	/	/	/	/	/	/	/	Weekly April – End of September. As required to maintain 5 to 7 cm of blade Oct - Mar

	J	F	M	A	M	J	J	A	S	O	N	D	
Pest Control	/	/	/	/	/	/	/	/	/	/	/	/	As required as per Pest Management Plan
Repair													Within 2 weeks
Reseed/Overseed													As requested
Trim	/	/	/	/	/	/	/	/	/	/	/		Each time lawn is mown
Weed Control	/	/	/	/	/	/	/	/	/	/	/	/	As required as per Pest Management Plan
Artifical Turf													
Sweep	*	*	*	/	*	/	*	*	*	*	/	*	
Blow	*	*	*	*	*	*	*	*	*	*	*	*	Each time lawn mowed
Weed Control			/		/				/				
Repair													Within 1 Week
Non- Irrigated Lawn													
Mechanically Edge				/					/				Shrub/Annual Bed Edges, Tree Wells, Hard Surfaces -2 times per year
Aerate					/								1 time per year
Fertilize				/		/			/				3 times per year
Lime													As requested
Mow	*	*	*	/	/	/	/	/	/	*	*	*	Biweekly minimum April – September. As required to maintain grass blade of 7cm remainder of year.
Trim	*	*	*	/	/	/	/	/	/	*	*	*	Each time the lawn mowed
Weed Control													As required as per Pest Management Plan
Rough Mow Lawns													
Mow and Trim					/		/		/				3 times per year
Litter Removal	*	*	*	*	/	*	/		/	*	*	*	As required
Annuals Displays													3 times per year
Fertilize					/	/	/						3 times per year

Mulch				/						/			2 times per year
Cultivate				/						/			2 times per year
Weed Control	*	*	*	*	/	/	/	/	/	*	*	*	Every 15 days
Deadheading flowers						/	/	/	/				May to October
	J	F	M	A	M	J	J	A	S	O	N	D	
Plant					/					/			Between May 24 – June 15 After Mother's Day weekend
Order Flowers			/							/			Summer Annuals by October; Winter Annuals by May
Shrub Beds/Tree Wells:													
Fertilize					/				/				2 times per season.
Mulch										/			In October and as requested
Cultivate			/							/			2 times per season.
Pest Control	*	*	*	*	*	*	*	*	*	*	*	*	As required as per Pest Management Plan
Plant			*	*						*	*		As required
Prune		/			/	/		/					As required based on species
Repair	*	*	*	*	*	*	*	*	*	*	*	*	As required
Transplant	*	*	*	*							*	*	As required
Weed Control	*	*	*	/	/	/	/	/	/	/	*	*	During growing season every 2 weeks. otherwise as required to maintain weeds at levels below 20%
Trees 1-5 years Old													
Fertilize				/					/				Twice per year
Prune	*	*	*	*							*	*	Once per year or as required for species preferably in the dormant season. See Pruning Standards

Pest Control	*	*	*	*	*	*	*	*	*	*	*	*	As required based on Integrated Pest Management Plan
Irrigation System													
	J	F	M	A	M	J	J	A	S	O	N	D	
Activation/backflow prevention device testing			/	/									Mid-March – Mid-April
Coverage Check				/			/						2 times per season or as required when flagging is noticed
Winterization/Blowout									/	/			Mid-September to Mid-October
Repairs	*	*	*	/	/	/	/	/	/	/	*	*	As required or requested
/ indicates required maintenance procedures * indicates maintenance procedures to be done if necessary													

1. **Objective**
   Main objective is to present a generally neat, well-groomed appearance, with some tolerance for the effects of "wear and tear" in non-irrigated turf.

2. **Appearance Standard**
   Trees, shrubs, annuals and lawns are healthy, lawns kept within accepted height range for the type; invasive plants, weeds and debris are acceptable within limits between regular visits. Seasonal plantings in good condition and attractive at appropriate seasons.

3. **Plant Characteristics**
   Landscape areas may be turf, mixed shrub, annuals, and perennials, and include some native or naturalized plantings; this may be modified for appearance or moderately intensive use.

4. **Traffic Activity Levels**
   Moderate traffic tolerated; minor deterioration due to traffic is acceptable. Maintenance may include adjustments in response to such "wear and tear".

5. **Maintenance Practices**
   Routine maintenance of moderate frequency and intensity, with regular monitoring to avoid serious deterioration.

Standards for Service Levels – Service Requirements

1.1 General

Inspections

a. **Playgrounds** – Nicklaus Park; Alton Lane Park; Rockhampton Park: Visually inspect all playground equipment on a weekly basis. Monthly inspect all playground equipment according to CSA Publication Children's Playspaces and Equipment, CAN/CSA-Z614. Playground Inspection Reports must be sent to the Contract Manager by the 7th day of the following month. All immediate hazards must be sent to the Contract Manager within the same business day as witnessed.
b. **Parks** – Inspect Benches, Garbage Receptacles, Fences, Pathways on a monthly basis. Complete a joint park inspection with City staff in April and September of each year.
c. **Boulevards** – Inspect boulevards and medians during every site visit.

Litter and Refuse Control

a. Be responsible for ensuring that all litter and refuse is disposed of in a legal and responsible manner.
b. Remove litter and refuse and empty containers in all parks on Monday of each week.
c. Remove litter and refuse on all boulevards and medians on a bi-weekly basis or with every site visit whichever is more frequent. Litter removal must be completed prior to mowing and trimming the turf.
d. Include the removal of newly added litter and refuse containers into regular maintenance.
e. Take action on reports of broken glass within four (4) working day hours.
f. Take action on other reports within this section within one (1) business day.

Reporting

a. **Daily Reports:** The Contractor will provide and maintain conscientiously a Vegetation Management Daily Record for each work site. These reports shall include daily account of work done; materials and services used will be available to the City's Contract Manager as requested and within a maximum of three (3) hours of any such request.
b. **Pre-Contract Report:** Within one (1) month of contract award, the contractor shall supply to the City's Contract Manager a list of schedules and routes including frequency of services for all work sites.
c. **Weekly/Monthly Vandalism Reports:** The Contractor is to bring to the City's Contract Manager attention of any general concerns, vandalism or safety immediately.
d. **Monthly Progress Reports:** These reports shall include:
    1. Monthly report schedule for work planned for the next month.
    2. Monthly activities report which includes summaries of schedule work completed.
e. **Annual Reports:** The Contractor shall provide year-end annual reports for each calendar year of this agreement. These reports will be due by February 1st of each year. At a minimum, the annual reports shall include:

1. An annual summary of completed programs and level of service.
2. An annual summary of pesticide usage.
3. A discussion of highlights, problems, and measures taken to resolve problems and increase efficiency.
4. Suggested improvements

Soil Testing

1. Testing will be done utilizing a recognized soil and tissue-testing laboratory. Test results for levels of nitrogen, phosphorous, potassium, calcium, magnesium and micro-nutrients as well as the soil pH, E.C. and C.E.C. are required.
2. The soil/tissue analysis will provide the basis for fertilizer and lime recommendations and the Contractor will be required to carry out an application program to correct any deficiencies.

1.2 Turf Grass

1. Mowing

a. Cut all irrigated turf to a height of 5 - 7 cm once per week (7-10 days) Mid-March to Mid-October inclusive and once per month at all other times. This may be adjusted under the direction of the City's Contract Manager on a yearly basis depending on environmental conditions in the spring and fall. (34 mows in total)
b. Cut all non-irrigated turf to a height of 5 -7 cm bi-weekly (10 – 14 days) April – End of September inclusive and once per month at all other times. This may be adjusted under the direction of the Contract Manager on a yearly basis depending on environmental conditions in the spring and fall. (22 mows in total)
c. Areas indicated as rough mow lawn are to be cut by lawnmower or line trimmer three (3) times per year in April, July and September. This timing may be adjusted under the direction of the City's Contract Manager on a yearly basis depending on environmental conditions.
d. Maintain turf to a consistent 5-7 cm cutting height including around all fixtures, fences, shrub beds, hard surfaces, tree wells etc. Use a line trimmer to cut all grass which cannot be reached with regular mowing equipment within twenty four (24) hours of each mowing.
e. Change mowing direction (90 degrees) where practical at each mowing.
f. Ensure the girdling of tree trunks and scalping of turf does not occur.
g. Clear clippings and debris from all hard surfaces and drains after each mowing.
h. Grass mounds or windrows will not be permitted. Grass clippings shall not be allowed to accumulate or remain on landscaped areas, paved accesses and roads. Grass clippings are only allowed to remain on lawn areas, as long as grass clumps are spread out and will not impact the health of the turf.
i. Take action on reports under this section within two (2) working days.

2. Mechanically Edge

a. Mechanically edge developed grass areas bordering on hard surfaces, shrub beds and tree wells in May and September each year.
b. Collect and dispose of all debris offsite.
c. Prevent grass roots from encroaching into shrub/flower beds and defined tree wells.
d. Take action on reports within this section within seven (7) working days.

3. Aerate

a. Aeration of turf areas once per year in May of each year with a hollow tine corer to a minimum of 8cm depth.
b. Cores are to be broken up with a drag mat and left over debris removed from the sites.

4. Fertilize

a. Apply a slow release fertilizer according to the manufacturers on all turfed areas in April, June and September.
b. Apply additional fertilizer or lime to selected areas as directed by the City's Contract Manager or on the advice of a consultant where turf health requires it and within seven (7) working days of receiving direction.

5. Repair, Reseed, Overseed, Weed Control

a. The contractor is responsible for detection, recognition and timely control of plant pests and recognizes the need to have an up-to-date knowledge of the most effective method of pest control together with the ability to diagnose problems when required and report to the City's Contract Manager.
b. Weeds are not to exceed twenty (20) percent of the grassed area.
c. The City's Contract Manager may require additional services of sodding, topdressing and over seeding. These services are to be provided within seven (7) working days of notification and will be billed at the hourly rates as specified in Schedule B.

1.3 Artificial Turf

1. Maintenance Services

Artificial turf maintenance will be performed by the Contractor as follows:

a) Clean artificial turf of any debris;
b) Sweep to keep carpet fibres in an upright position;
c) Apply herbicide for weed control; and
d) Collect and remove all litter, unauthorized signs, broken glass, bottles, cans, papers and other unsightly debris from all artificial turf areas, including adjacent shrub beds, walkways and roadways.

2. Materials

a) The contractor will provide and use suitbale herbicides and follow the City Of Langford IPM Policy # 6130-00 and the MOE Integrated Pest Management Act (IPMA) and the Integrated Pest Management Regulation (IPMR)
b) Infill Compostion: Sub-angular uniformly-sized sand, rounded uniformly-sized silica, sand with various coatings

3. Performace Standard

The Contractor will perform artificial turf maintenance as required to keep the turf in the best possible condition.

a) Use a backpack blower to clean turf of debris;
b) Brush the turf with a stiff bristle broom to help keep fibres upright for a longer time; and
c) Apply herbicides to reduce unwanted growth.
d) All repairs shall be performed by the contractor on the approval of the City;
e) The Contractor will be entitled to payment in accordance with the terms in Schedule B - Contractors Labour Rates

1.4 Annual Displays, Shrub Beds and Tree Wells

1. **Weeding**
   a. Remove all undesirable plants and invasive species by hand from all developed areas as required but at an interval of no more than 15 days during the growing season April – September and at an interval of no more than 30 days from October – March of each year.
   b. Weeds are not to exceed twenty (20) percent of the developed area and shall not be allowed to set seed.
   c. The contractor is responsible for detection, recognition and timely control of plant pests and recognizes the need to have an up-to-date knowledge of the most effective method of pest control together with the ability to diagnose problems when required and report to the City's Contract Manager.
   d. Cultivate the area within tree wells and shrub beds in April and October of each year.

2. Fertilize
   a. Fertilize all Rhododendrons with a slow release fertilizer consisting of 20-20-20 or similar analysis at the rate specified by the manufacturer prior to flowering, after flowering and in January. The fertilizer shall be applied at the drip line of the Rhodo, not any closer to the stems. The fertilizer shall be blended into the mulch or soil level.
   b. Fertilize all other perennials and shrubs with a slow release fertilizer consisting of 19-6-12 or similar analysis at the rate

specified by the manufacturer in May and September. The fertilizer shall be applied at the drip line of the shrubs, not any closer to the stems and shall be blended into the soil or mulch and irrigated into the soil within 3 working days.

c. Fertilize all young and newly planted trees (1-5 years old) at the drip line with a slow release fertilizer appropriate for young trees. This fertilizer is to be in a tablet form with a microbial activated slow release.
d. Fertilize all trees over 5 years in age with a slow release fertilizer consisting of 19-6-12 or similar analysis at the rate specified by the manufacturer in May and September.
e. Fertilize all annuals in planting beds at planting, in June, July and August. A slow release fertilizer is to be used at the manufacturer's rate and appropriate for the annual species to ensure constant flowering throughout the growing period (May – October).
f. Apply additional fertilizer to selected areas as the City's Contract Manager directs or on the advice of a consultant where plant health requires it and within seven (7) working days of receiving the direction.

3. Mulch

a. Maintain organic mulch to a depth of 50 mm, ensuring that the total mulch depth does not adversely affect plant health. Apply any required top up amount each October after the tree wells and shrub beds have been mechanically edged.
b. Apply organic mulch to the roots and base of all Palm trees in October of each year to protect the roots and trunk. Spread this mulch back into the bed area in April of each year.

4. Automatic Irrigation Systems

a. Test once annually, each spring, all assigned backflow preventer valves. Submit these records directly to the CRD Cross Connection Control Officer.
b. Commission and test each irrigation system and perform any necessary repairs before the end of April each year.
c. Prepare each irrigation system to safely survive the winter before the end of October each year.
d. Perform and submit results to the City's Contract Manager, of a coverage check for each irrigation system before May 15 each year.
e. Adjust all irrigation equipment as required to ensure complete coverage of all turf, shrub beds and tree wells by May 15 each year.
f. Perform and submit the results of a second coverage check of all irrigation systems to the City's Contract Manager by July 15 each year.
g. Adjust all irrigation controls to ensure the health of all plant material from April – October.
h. Submit all proposals for installation of irrigation equipment to the City's Contract Manager to be reviewed to ensure the system is

designed for minimum future maintenance costs and water consumption.

i. Provide accurate as constructed drawings for all alterations to sprinkler systems to the satisfaction of the City's Contract Manager. Record all locations of pipes and equipment uncovered during repairs and submit on a plan to the City's Contract Manager.
j. Assist the City's Contract Manager in in the development and implementation of water efficient irrigation technology.
k. Respond to reports of damaged, leaking or incorrectly adjusted irrigation systems within four (4) hours of receiving the notification, except between the hours of 10:00 pm and 6:00 am. (Respond to reports received during those hours by 8:00 am)
l. Program all irrigation controllers to comply with the restrictions as set out in the CRD Water Restrictions Bylaw. If these systems cannot comply with these regulations then a list of these systems shall be provided to the City's Contract Manager for written approval.
m. Respond to reports of sprinklers on at incorrect times within one (1) hour except between the hours of 10:00 pm and 6:00 am. (respond to these complaints by 8:00 am)

5. Pruning

a. Prune all young and newly planted trees (1-5 years old) on an annual basis within the dormant season to remove dead, dying, diseased limbs. Structurally prune to achieve correct aesthetic and functional growth patterns on a bi-annual basis. At no time shall more than 25% of live wood be removed from the crown of the tree.
b. Prune all trees to provide adequate clearance over sidewalks/walkways (3 metres) and the travelled portion of the road right of way (4.6 metres).
c. Prune all trees for correct clearance from overhead lights (1.5 metres).
d. Contact the City's Contract Manager for approval if more than 25% of the trees live crown requires removal to accomplish pruning goals.
e. Any ornamental grasses in established areas are to have all previous years' growth cut and removed within 50mm of the root mass in early April leaving as much as possible individual globular plants. Cutting shall not scalp or expose root mass.
f. Prune all perennials and shrubs a minimum of once per year at a time appropriate to the species.
g. Remove dead flowers from perennials during each visit to a shrub bed location.
h. All perennials and shrubs are to be pruned in such a way to allow for adequate sight distance for vehicles, bicycles' and pedestrians. The maximum height for plantings to be maintained on boulevards, traffic islands and medians shall be one (1) metre, unless otherwise permitted by the City's Contract Manager.
i. Prune all formal hedges to maintain the required shape each month from May – September.

j. Keep all trees disease free using all recognized arboriculture techniques.

6. Removal of Trees and Shrubs

a. Completely remove any tree or other plant material which is diseased/damaged to the point where it will not recover or dead. Obtain the approval of the City's Contract Manager before completely removing any tree or shrub.
b. Provide a written report to the City's Contract Manager on a monthly basis by the 7th of each month, including a list of addresses, number of trees/shrubs, reason for decline or death and recommendations for replacement of the plant material.
c. Replace any trees removed as per 6a. with the same species and variety unless otherwise authorized by the City's Contract Manager. (See damage caused by other or damage caused by vandalism)
d. Replace any other plant material approved under a. with substantially the same plant material unless otherwise authorized by the City's Contract Manager. (See damage caused by other or damage caused by vandalism)
e. Any tree stakes become the property of the maintenance contractor upon the addition of any boulevard and/or park areas to the contract unless any boulevard/park construction contract states otherwise. Tree stakes and straps are to remain in place for a minimum of one year. Only trees that have not successfully rooted as to maintain the stability of the tree shall remain in place for more than one year. A list of these trees shall be provided to the City's Contract Manager as part of an annual report.
f. The trees, stakes and straps are to be maintained in a fashion to not cause damage to the tree.

7. Leaf pick up and disposal

a. Contractor to collect all fallen leaves in boulevards and parks in the fall and/or winter after leaf drop and remove from the site.
b. Contractor to take action on any reports received within seven (7) working days of notification.

8. Annual Displays

a. The contractor is required to provide to the City's Contract Manager for approval, a proposal for annual species and colour schemes for all existing annual flower beds by October 1 each year for summer annuals and May 1 for winter annuals. This proposal shall include the species and number of annual by species for each annual flower bed location.
b. The contractor is responsible for supply and planting of the approved annuals in all existing annual flower beds as indicated on the maps in May of each year. (After Mother Day but before June 10 of each year unless otherwise authorized by the City's Contract Manager.

c. Cultivate and ammend the soil with organic material within all annual flower beds in May and October of each year.
d. Deadhead annual flowers during each site visit from planting date to annual removal in October.

1.4 Playgrounds

a. Maintain and inspect all playground equipment by Certified staff according to CSA publication 'Children's Playspaces and Equipment' CAN/CSA- Z614.
b. Loosen or remove hardened protective surfacing around play equipment on a monthly basis and add required top up amount in May of each year.
c. Conduct a weekly visual inspection of all playground equipment to identify defects or emerging problems. Provide a written monthly inspection report to the City's Contract Manager.
d. Reports of all inspections are to be kept in a permanent record that can be examined by the City's Contract Manager if necessary.
e. Any unsafe equipment or situations discovered during the course of a day or during the above noted inspections is to be immediately barricaded from use until the necessary repairs are completed.
f. Steps to correct any unsafe condition are to commence within 48 hours of discovery. Repair work is to be completed within five (5) working days of work commencement if discovered or reported between May – October and completed within fourteen (14) working days at all other times of the year.

1.5 General Structural Maintenance

a. Maintain fencing, garbage cans, benches, picnic tables, playground equipment and sprinkler equipment boxes.
b. Power wash all playground equipment, signs, benches and garbage cans before the end of May each year.
c. In the first two weeks of this contract inspect all items covered by this section, review existing damage or disrepair with the City's Contract Manager and agree in writing the extent of this damage or disrepair. The contractor is not responsible for existing damage or for existing disrepair where it is beyond normal maintenance. Repair and refurbish all items as required during the life of the contract to match their state at the beginning of the contract or such improved condition as may be arranged by the City's Contract Manager.
d. Remove subsequent graffiti within one (1) working day of a report or detection.
e. Respond to reports of unsafe conditions or situations within two (2) hours when reported between 6:00 am – 3:00 pm otherwise respond by 8:0 am.
f. Respond to other reports within three (3) working days.

1.6 Snow Clearing

a. Remove snow from sidewalks and other hard surfaces on an additional services basis as directed by the City's Contract Manager.
b. Place snow removed from hard surfaces on grass surfaces.

c. Place snow clearing ahead of all other work in priority and on days when snow clearing takes place be relieved of the requirement to perform work in Section 3 items 1-10 for that day and extend by one working day in time to take action on reports other than those involving unsafe situations.

PART C: ADDITIONAL SERVICES

1. Additional Services

1.1 Additional Services are Services requested on an "as need and when requested" basis by the City's Contract Manager. All additional Services must have prior written approval from the City's Contract Manager before the Contractor will proceed. The City would be under no obligation to pay for Services done without prior approval.

1.2 The City does not guarantee any additional services will be requested during the term of the Agreement.

1.3 If and when requested, all additional services will be invoiced at the rates identified on Schedule B Pricing

1.4 Additional Services may include, but not be limited to:

a. Vandalism repairs turf areas, trees, shrubs, signs, taps, fences, walls, structures, curbs, gates, patios, plazas, roads, parking lots and sidewalks.
b. Replanting and re-mulching.
c. Landscape Alterations.
d. Replacement of City Property.
e. Moss, algae and graffiti removal.
f. Cutting removing fallen trees.
g. Sodding, topdressing and seeding.
h. Pest Control.
i. Soil tested for fertilizer requirements.
j. Re-staking and/or replanting trees and shrubs knocked over as a result of wind, traffic accidents or vandalism is a provisional sum item.
k. Power raking, as requested.
l. Snow Removal

2. SPECIFICATIONS

2.1 Landscape Alterations

a. During the course of this contract, landscape alteration work may, at the City's discretion, be undertaken within the contract area or areas by the City or as authorized by the City through additional contracts or Contractors.
b. The Contractor performing under this agreement shall accommodate any and all such operations.
c. At no time will the Contractor be held responsible for disruptions to their schedule or for damages incurred by new construction at the affected sites. However, upon completion of any new landscape works, the Contractor will be expected to resume normal maintenance activities in those areas according to the standards outlined in the specifications herein.

a. **Weed, Insect and Disease Control – Chemical**

a. All chemical application must adhere to Provincial and Federal Regulations and City of Langford Integrated Pest Management Policy #6130-00. The Contractor shall make themselves familiar with all regulations as these regulations are strictly enforced.
b. The Contractor will supply all material and equipment and apply such with due care to the safety of persons and property, to the complete satisfaction of the City of Langford and Ministry of Environment.
c. Public recreational areas are to be kept open, accessible and safe for users during maintenance operations, to the extent that it is consistent with Public Safety. Public recreational areas are not to be closed until prior approval has been obtained from the City's Contract Manager. Signage, where required, is to be placed to advise the public of activities in accordance with Pest Control Licensing and Certificate requirements.
d. The Contractor is responsible to ensure that the Contractor does not trespass onto private property and that there is no chemical trespass onto private property or private vehicles. The City of Langford shall not be held accountable for any trespass, inadvertent or otherwise.
e. The Contractors shall take every precaution against blown spray, damaging ornamental trees, shrubs and both against broadleaf or coniferous evergreen planting which may be adjacent to the area of work.
f. Should loss occur of valuable plant material from carelessness or inappropriate use of any chemical, the Contractor will agree to make good such loss to the City or private party and will provide any such plant replacement material as may be directed, to the satisfaction of the City.
g. The Contractor shall provide to the City's Contract Manager an annual summary of pesticide usage by January 15th for the previous calendar year and the Contractor must inform the City's Contract Manager when a chemical is scheduled to be used.
h. The Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with it.

b. **Soil Testing**

a. Testing will be done utilizing a recognized soil and tissue-testing laboratory. Test results for levels of nitrogen, phosphorous, potassium, calcium, magnesium and micro-nutrients as well as the soil pH, E.C. and C.E.C. are required.

b. The soil/tissue analysis will provide the basis for lime recommendations and the Contractor will be required to carry out an application program to correct any deficiencies.

c. **Vandalism and Theft**

a. Damage or theft to plant materials, irrigation systems, landscaped areas or any amenities on City property is to be reported as soon as possible to the City's Contract Manager.

b. Repair and replacement of any City property, which results in a public safety concern, due to vandalism or other manner will be responded to by the Contractor as soon as possible after City's Contract Manager's approval.

SCHEDULE B

Bear Mountain Boulevard and Park Landscape Maintenance RFP

Contractor Name: ECOASIS RESORT AND GOLF LLP
Locations:
(Please provide a 2020 contract cost by site in the following table):

Boulevards			
Location ID	**Boulevard**	**Location**	**2020 Contract Cost**
BMR 1	Bear Mtn. Parkway	Echo Valley Drive to St. Andrews	$ 95,072.70
BMR 9	Stone Gate Dr.	BMP to Harrow Gate Dr.	$ 2,481.00
BMR 10	Harrow Gate Dr.	Stone Gate to end of cul-de-sac	$ 4,078.00
BMR 11	Bishops Gate Dr.	BMP to end of cul-de-sac	$ 3,705.00
BMR 12	Player's Dr.	From BMP to Spirit Ridge Dr.	$ 14,707.00
BMR 13	Blue Grouse Dr.	From Sprit Ridge to end of cul-de-sac	$ 3,755.00
BMR 14	Spirit Ridge Dr.	From players Dr. to Nicklaus Dr.	$ 29,366.50
BMR 15	Natures Gate Dr.	From Spirit Ridge Dr. to end of cul-de-sac	$ 2,116.00
BMR 15a	Navigators Rise Dr.	From Natures Gate Dr to end of cul-de-sac	$ 14,249.00
BMR 16	Deerview Pl.	From Spirit Ridge Dr. to end of cul-de-sac	$ 3,435.00
BMR 17	Quails Run Pl.	From Spirit Ridge Dr. to end of cul-de-sac	$ 4,396.00
BMR 17a	Timber View Pl.	From Spirit Ridge to end of cul-de-sac	$ 1,749.00
BMR 18	Nicklaus Dr.	From BMP to Spirit Ridge Dr.	$ 17,206.00
BMR 19	Muirfield Pl.	From Nicklaus Dr. to end of cul-de-sac	$ 5,336.00
BMR 20	Eston Pl.	From Nicklaus Dr. to end of cul-de-sac	$ 78.00
BMR 21	Rockhampton Cl.	From Nicklaus Dr. to end of cul-de-sac	$ 2,089.00
BMR 22	Woodhampton Rise	From Rockhampton Cl. to end of cul-de-sac	$ 806.00
BMR 23	Hannington Rd.	From BMP to end of road	$ 7,172.00
BMR 24	Stonehaven Pass	From Hannington Rd. to Troon Crt.	$ 84.00
BMR 25	Troon Crt.	From Hannington Rd. to end of cul-de-sac	$ 1,368.00
BMR 26	Country Club Way	From BMP to Lynburne Pl.	$ 20,941.00
BMR 26a	North Langford Recreation Centre	From Country Club Way to NLRC	$ 12,533.00
BMR 27	Lynburne Pl	From Country Club Way to end of cul-de-sac	$ 9,498.00
BMR 28	Hedgestone Ln.	From BMP to end of cul-de-sac	$ 1,931.00
BMR 29	Champions Way	From BMP to end of cul-de-sac	$ 8,638.00
BMR 30	Bear Mtn. Parkway	St. Andrews to Marble Place	$ 60,749.90

BMR 32	South Ridge Plateau	Grand Forest Close and Lairds Gate	$ 5,222.00
BMR 33	Riviera Place	Riviera Place at BMP	$ 1,877.02
BMR 34	Pebble Drive	Pebble Drive at BMP	$ 4,649.19
Boulevard Sub Total			**$ 339,288.31**

Parks		
Location ID	**Park**	**2020 Contract Cost**
BMP 5	Stone Gate Park	$ 1,968.00
BMP 6	Harrow Gate Park	$ 1,964.00
BMP 7	Alton Lane Park	$ 1,050.00
BMP 8	Bishops Gate Park	$ 3,388.00
BMP 11	Players Drive Park	$ 11,508.00
BMP 13	Spirit Ridge Park	$ 300.00
BMP 14	Deerview Park	$ 1,220.00
BMP 16	Muirfield Park	$ 4,886.00
BMP 18	Nicklaus Park	$ 5,027.00
BMP 19	Rockhampton Park	$ 2,994.00
BMP 21	Troon Court Park	$ 2,352.00
BMP 24	Muirfield Park - 2	$ 623.00
Park Sub Total		$ 37,280.00
Boulevard + Park Total		**$ 376,568.31**

Trails		
Location ID	**Trail**	**2020 Contract Cost**
W68	Nicklaus Park Trail – Nature Trail	$ 6,995.25
W73	Muirfield Trail	$ 816.75
Trail Sub Total		$ 7,812.00
Boulevard + Park + Trails Total		**$ 384,380.31**

Additional Services

Contractor's Equipment Rates

Please provide hourly fees for performing Additional Maintenance Services for the period May 1, 2020 to April 30, 2025

Equipment	2020 Hourly/Daily Rate *
Tandem Axle Dump Truck	$ 112
Tandem Axle Dump Truck and Pup	$ 151
Single Axle Dump Truck	$ 96
1 Ton Dump Truck	$ 75
Pick-up Truck c/w Small Tools	$ 65
1 Ton Water Truck with Apparatus	$ 125
Backhoe	$113
Backhoe c/w hoepack	$130
Backhoe c/w hoeram	$130
Mini Excavator	$116
Skidsteer Loader	$85
Mower Tractor (36-54 inch deck)	$70
Mower Tractor with Snow Plow	$90
21-35 inch Lawn Mower (Hand	$50
Line Trimmer	$50
Aerator	$110
Power Rake	$70
Rototiller	$70
Mechanical Edger	$45
Back Pack Blower	$60
Hand Held Blower	$40
Vacuum Sweeper	$95
Hot Water Power Washer	$135
Power Washer	$85
Brush Chipper	$185
Chainsaw (12”-36” bar)	$40
Cut Off Saw	$55
Wire Feed Welder	$60
Compressor	$115
Generator	$60
Cones	$1.15
Barricades	$2.20
Delineators	$3.30
Flashing Barricade	$3.30
Flashing Arrow Board	$5.50
*Please indicate if hourly or daily rate	

Contractor's Labour Rates

Please provide hourly rates to be paid for performing Additional Maintenance Services for the period May 1, 2020 to April 30, 2025

Contractors' Own Labour

Please list all positions along with corresponding hourly rate.

Position	2020 Hourly Rate
Foreman	$ 75.00
Turf Lead	$ 50.00
Turf Labourer	$ 45.00
Garden Lead	$ 50.00
Garden Labour	$ 45.00
Irrigation Tech	$ 50.00
Arborist	$ 85.00
Arborist - Emergency	$ 140.00
Arborist - 2 person Crew	$ 175.50
Irrigation Backflow Testing	$ 90.00

Materials
Please provide all materials along with fixed unit costs for Additional Maintenance Services

Material	2020 Unit Rate
Plastic 2 by 4	$ 5.50
Spruce 2 by 4	$ 3.50
Organic Mulch	$ 45.00
Pea Gravel (Playground Surface)	$ 34.10
Lawn fertilizer	$ 60.00
Shrub Fertilizer	$ 60.00
Tree Fertilizer	$ 60.00
Rhododendron Fertilizer	$ 35.00
Dolomite Lime	$ 16.75
Topsoil	$ 35.00
Pathway Blend Gravel	$ 21.45
¾ Crush Gravel	$ 17.50

Hired Equipment
Please indicate potential hired equipment and hourly/daily rates for 2020

Hired Equipment	2020 Daily Rates
Tandem Axle Dump Truck	$ 725.00
Tandem Axle Dump Truck and Pup	$ 975.00
Single Axle Dump Truck	$ 600.00
1 Ton Dump Truck	$ 650.00
Pick-up Truck c/w Small Tools	$ 360.00

Tandem Axel Truck c/w Plow & Sander	n/a
Single Axel Truck c/w Plow & Sander	n/a
1 Ton Truck c/w Plow and Sander	n/a
1 Ton Water Truck with Apparatus	n/a
Backhoe	$ 720.00
Backhoe c/w hoepack	$ 1,500.00
Backhoe c/w hoeram	$ 1,500.00
***** please indicate hourly or daily rate	

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MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 5	**TOTAL COST**	**$1,968.00**

Name:	Stone Gate Park

Location:	2152 Harrow Gate

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1	417	$ 4.00	$ 1,668.00
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow			$ -
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1			$ -
Tree Wells			$ -
Trees			$ -
Structure			$ -
Irrigation			
Litter			$ 300.00
		TOTAL	$ 1,968.00

NOTES: Clearing of snow on sidewalks fronting the park as required at hourly rate.

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MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 6	**TOTAL COST**	**$1,964.00**

Name:	Harrow Gate Park

Location:	Harrow Gate

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1	406	$ 4.00	$ 1,624.00
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow			$ -
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1			$ -
Tree Wells			$ -
Trees	4	$ 10.00	$ 40.00
Structure			$ -
Irrigation			
Litter			$ 300.00
		TOTAL	$ 1,964.00

NOTES: Clearing of snow on sidewalks fronting the park as required at hourly rate.

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MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 7	**TOTAL COST**	**$1,050.00**

Name:	Alton Lane Park

Location:	2167/2173 Alton Lane

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1			$ -
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow			$ -
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1			$ -
Tree Wells			$ -
Trees			$ -
Structure	1	$ 750.00	$ 750.00
Irrigation			
Litter			$ 300.00
		TOTAL	$ 1,050.00

NOTES: 2 Benches, Short Pathway, Split Rail Fence, Garbage Can, 4 piece Play Structure. Clearing of snow on sidewalks fronting the park as required at hourly rate.

MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 8	**TOTAL COST**	**$3,388.00**

Name:	Bishops Gate Park

Location:	Bishops Gate

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1	226	$ 4.00	$ 904.00
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow			$ -
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1	104	$ 21.00	$ 2,184.00
Tree Wells			$ -
Trees			$ -
Structure			$ -
Irrigation			
Litter			$ 300.00
		TOTAL	$ 3,388.00

NOTES: Battery operated controller in valve box by bollard at entrance into the park. Short Pathway, Clearing of snow on sidewalks fronting the park as required at hourly rate.

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MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 11	**TOTAL COST**	**$11,508.00**

Name:	Players Drive Park

Location:	2120 Players Drive

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1	2862	$ 4.00	$ 11,448.00
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow			$ -
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1			$ -
Tree Wells			$ -
Trees	6	$ 10.00	$ 60.00
Structure			$ -
Litter			
		TOTAL	$ 11,508.00

NOTES: Irrigation controller located at 976 Players Dr. **Clearing of snow on sidewalks fronting the park as required at hourly rate.**

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MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 13	**TOTAL COST**	**$300.00**

Name:	Spirit Ridge Park

Location:	2101 Spirit Ridge Drive

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1			$ -
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow			$ -
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1			$ -
Tree Wells			$ -
Trees			$ -
Structure			
Irrigation			
Litter			$ 300.00
		TOTAL	$ 300.00

NOTES: One Bench, Litter Pickup. Clearing of snow on sidewalks fronting the park as required at hourly rate.

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MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 14	**TOTAL COST**	**$1,220.00**

Name:	Deerview Park

Location:	1150 Deerview Place

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1	230	$ 4.00	$ 920.00
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow			$ -
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1			$ -
Tree Wells			$ -
Trees			$ -
Litter			$ 300.00
		TOTAL	$ 1,220.00

NOTES: One Bench. Irrigation Controller on the Spirit Ridge Dr frontage @ Deerview Dr.

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MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 16	**TOTAL COST**	**$4,886.00**

Name:	Muirfield Park - 1

Location:	1184 Muirfield Place

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1	1134	$ 4.00	$ 4,536.00
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow			$ -
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1			$ -
Tree Wells			$ -
Trees	5	$ 10.00	$ 50.00
Litter			$ 300.00
		TOTAL	$ 4,886.00

NOTES: Irrigation Controller at the Nicklaus Dr frontage @ Muirfield Dr behind sidewalk. Clearing of snow on sidewalks fronting the park as required at hourly rate.

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MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 18	TOTAL COST	$5,027.00

Name:	Nicklaus Park

Location:	2139 Nicklaus Drive

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1	702	$ 4.00	$ 2,808.00
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow			$ -
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1	59	$ 21.00	$ 1,239.00
Tree Wells			$ -
Trees	23	$ 10.00	$ 230.00
Structure	1	$ 750.00	$ 750.00
Litter			
		TOTAL	$ 5,027.00

NOTES: Irrigation Controller located in the NE corner of the Park inside fence. Contains 7 pieces of play equipment, one gabage can, 4 benches, split rail fence and chain link fence. Snow removal at hourly rate as requested for pathways inside park and sidewalk fronting park.

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MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 19	**TOTAL COST**	**$2,994.00**

Name:	Rockhampton Park

Location:	1268 Rockhampton Close

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1	95	$ 4.00	$ 380.00
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow			$ -
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1	84	$ 21.00	$ 1,764.00
Tree Wells			$ -
Trees	10	$ 10.00	$ 100.00
Structure	1	$ 750.00	$ 750.00
Litter			
		TOTAL	$ 2,994.00

NOTES: Irrigation controller located in the traffic island in cul-de-sac.Three piece playground, one garbage can, three benches, fencing. Snow removal at hourly rate as requested for pathways inside park and sidewalk outside of park.

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MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 21	**TOTAL COST**	**$2,352.00**

Name:	Troon Park

Location:	Troon Crt @ Hannington Rd

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1	513	$ 4.00	$ 2,052.00
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow			$ -
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1			$ -
Tree Wells			$ -
Trees			$ -
Litter			$ 300.00
		TOTAL	$ 2,352.00

NOTES: Irrigation controller Hannington at Hillsborough Ln.Snow removal at hourly rate for sidewalks fronting park as requested.

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MAINTENANCE SERVICE LEVELS

Index Map Reference:	BMP 24	**TOTAL COST**	**$623.00**

Name:	Muirfield Park - 2

Location:	1224 Muirfield Place

Date:	07-Apr-20

ITEM	AREA M^2	COST/M^2	YEARLY COST
Irrigated Turf Service Lvl 1			$ -
			$ -
Non-Irrigated Turf Lvl 1			$ -
Rough Mow	646	$ 0.50	$ 323.00
Artificial Turf			$ -
Annuals			$ -
Shrub Service Lvl 1			$ -
Tree Wells			$ -
Trees			$ -
Litter			$ 300.00
Irrigation			$ -
		TOTAL	$ 623.00

NOTES: Please Rough Mow and maintain split rail and chain link fence

City of Langford www.cityoflangford.ca	**APPENDIX A: PRIME CONTRACTOR GENERAL INFORMATION FORM (Information Only)**

This document does not replace the Workers Compensation Act or OH&S Regulations

Sections 118 of the Workers Compensation Act:

"multiple employer workplace" means a workplace where workers of 2 or more employers are working at the same time.

Note:

- Workers of one employer do not necessarily have to come in contact with workers of the other
- They do not have to be in the same place at the same time
- Workers' activities could affect the health and safety of another employer's workers. This is true even if the workers at the workplace are workers of the owner or contractor.

"prime contractor" means, in relation to a multiple-employer workplace,

(a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
(b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

The prime contractor of a multiple employer workplace must

- Ensure that the activities of all employers, workers (including the owners), and other persons at the workplace relating to occupational health and safety are coordinated and
- Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the WC Act and the Regulation in respect of the workplace

Each employer of workers at a multiple employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

For the sake of clarity, the following apply in determining whether there is a "multiple-employer" workplace:

- Two or more adjacent workplaces do not constitute a "multiple-employer workplace", even though the activities at one place might affect the health and safety of workers at an adjacent workplace.
- In contrast, the workplace will generally be a "multiple-employer" workplace in the following situations:

  -Workers of different employers are present at the same time working on the different projects; or

  -Workers of different employers are present at the same time working on the same project.

In either case the workplace would be considered a “multiple-employer” worksite.

- In determining whether “workers of 2 or more employers are working at the same time”, the phrase “at the same time” will be given such fair, large and liberal construction as may best attain the objectives of section 118. “At the same time” does not mean that, at any precise point in time, there are workers of 2 or more employers present in the workplace. Rather, it means that, over an appropriate interval, there are workers of 2 or more employers present in the workplace, whether or not the 2 or more groups of workers are actually present together in the workplace at any precise point in time at all. The duration of the interval of time to be considered will depend upon the circumstances of the individual workplace.

- Whether the workers of the one employer come into actual contact with the workers of the other employer does not generally affect the determination of whether the workplace is a “multiple-employer workplace”. An employer, the employer’s workers and their activities could well affect the health and safety of another employer’s workers who come into the workplace later in the day or on another day, even though there may be no actual contact between the two groups of workers.

- However, the degree to which the activities of the first employer and its workers affect the health and safety of the second employer’s workers will generally affect the determination of the responsibilities of the prime contractor and of the two employers under Part 3 and the regulations

- Virtually all workplaces will be visited by workers of other employers. For example, workers may deliver or pick up mail, goods or materials or enter to inspect the premises. Short term visits of this type, even if regular, do not make the workplace a “multiple-employer workplace” for purposes of section 118(1).

The written agreement referred to in section 118(1) of the Act must be made available within a reasonable time if requested by a Board officer.

There can be only one "prime contractor" at a workplace at any point in time. If an owner enters into more than one agreement purporting to create a "prime contractor" for the same period of time, the owner is considered to be the prime contractor.

Section 119 of the Workers Compensation Act:

Every owner of a workplace must

(a) provide and maintain the owner's land and premises that are being used as a workplace in a manner that ensures the health and safety of persons at or near the workplace,

(b) give to the employer or prime contractor at the workplace the information known to the owner that is necessary to identify and eliminate or control hazards to the health or safety of persons at the workplace, and

(c) comply with this Part, the regulations and any applicable orders.

Prime Contractor Qualified Coordinator OH&S Regulations 20.3:

If a work location has overlapping or adjoining work activities of 2 or more employers that create a hazard to workers, and the combined workforce at the workplace is more than 5;

1 the owner, or if the owner engages another person to be the prime contractor, then that person must

(i) appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the location, and

(ii) provide up-to-date information as specified in subsection (4), readily available on site, and

(a) each employer must give the coordinator appointed under paragraph (a)(i) the name of a qualified person designated to be responsible for that employer's site health and safety activities.

(3) The duties of the qualified coordinator appointed under paragraph (2)(a)(i) include

(a) informing employers and workers of the hazards created, and

(b) ensuring that the hazards are addressed throughout the duration of the work activities.

(4) The information required by subsection (2)(a)(ii) includes

(a) the name of the qualified coordinator appointed under subsection (2)(a)(i),

(b) a site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station, and

(c) a set of construction procedures designed to protect the health and safety of workers at the workplace, developed in accordance with the requirements of this Regulation.

City of Langford www.cityoflangford.ca	APPENDIX B: PRIME CONTRACTOR PRECONSTRUCTION MEETING FORM

Date: _____ Meeting Location: _____

Firm Name: _____ Contract #: _____

Prime Contractor: _____

Prime Contractor's Superintendent: _____

City's Contract Representative: _____

AGREEMENT

The Prime Contractor:

- ❑ Acknowledges appointment as Prime Contractor defined by WorkSafe BC OH&S Regulations Sections 20.2 and 20.3, and in the *Workers' Compensation Act, Sections 118 Clauses 1 and 2*.
- ❑ Understands the Owners duties as defined in the *Workers' Compensation Act, Section 119*.
- ❑ Understands for any discrepancy establishing health and safety protocol, WorkSafe BC OH&S Regulation and/or the *Workers' Compensation Act (Part 3)* shall prevail.
- ❑ Acknowledges being informed of any known workplace hazards by the owner or owner's delegate, by signing attached "Existing Known Hazard Assessment" form.
- ❑ Shall communicate known hazards to any persons who may be affected and ensure appropriate measures are taken to effectively control or eliminate the hazards.
- ❑ Shall ensure all workers are suitably trained and qualified to perform the duties for which they have been assigned.
- ❑ Shall ensure or coordinate first aid equipment and services as required by WorkSafe BC OH&S Regulation.
- ❑ Shall coordinate the occupational health and safety activities for the project.
- ❑ Assumes responsibility for the health and safety of all workers and for ensuring compliance by all workers with the *Workers Compensation Act (Part 3)* and WorkSafe BC OH&S Regulation.
- ❑ Understands any WorkSafe BC violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City.
- ❑ Understands any penalties, sanctions or additional costs levied against the Prime Contractor will be the responsibility of the Prime Contractor.
- ❑ Accepts the following required documents shall be maintained and made available upon request from the City and/or WorkSafe BC Prevention officer at the workplace.

The documents required to be maintained and available by the Prime Contractor will include, but not be limited to:

- ❑ All notices which the Prime Contractor is required to provide to WorkSafe BC as per WorkSafe BC OH&S Regulation.
- ❑ Any written summaries of remedial action taken to reduce occupational health and safety hazards within the area of responsibility.
- ❑ All directives and inspection reports issued by WorkSafe BC.
- ❑ Records of any incidents and accidents occurring within the Prime Contractor's area of responsibility.
- ❑ Completed accident investigations for any incidents and accidents occurring within the Prime Contractor's area of responsibility.

On a construction workplace, these additional documents are required to be maintained and available by the Prime Contractor:

- Records of all orientation and regular safety meetings held between contractors and their workers, including topics discussed, worker names and companies in attendance.
- Written evidence of regular inspections within the workplace.
- Occupational first aid records.
- Worker training records.
- Current list of the name of a qualified person designated to be responsible for each subcontractor (employer's) site health and safety activities.
- Diagram of the emergency route to the hospital.

The following information must be provided to the City's Contract Representative:

- ❑ WorkSafe BC Notice of Project
- ❑ WorkSafe BC Clearance Letter
- ❑ Prime Contractor's OH&S Safety Program
- ❑ Prime Contractor's OH&S Safety Program Document

- ❑ First Aid Attendants: _____

_____

- ❑ Safety Supervisor: _____

- ❑ Location of First Aid Station: _____

Signature of Prime Contractor: _____

Signature of City's Contract Representative: _____

EXISTING KNOWN HAZARD ASSESSMENT

Discussion between the Prime Contractor and the City's Contract Representative

_____

Date: _____

Prime Contractor: _____

Prime Contractor Representative:

- City's Contract Representative to make the Prime Contractor aware of any known extraordinary pre-existing hazards peculiar to the contract.
- It is recognized the known pre-existing hazards identified may not be a comprehensive list and due caution is always required.
- Use additional pages if necessary.

Identified Extraordinary Hazards	**Action required to eliminate or control hazards and ensure worker safety**
Comment:	
Comment:	
Comment:	

Prime Contractor Representative (signature)	**City's Contract Representative (signature)**
Prime Contractor Representative (printed)	**City's Contract Representative (printed)**

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APPENDIX C: SAFETY INSPECTION AND SAFETY CHECK LIST FORM

1.1 Formal Safety Inspections: The Contractor will perform Formal Safety Inspections two times per year, during the first week of April and October of each calendar year for the term of the Agreement, utilizing the Safety Check List Form.

1.2 Visual Safety Inspection: The Contractor will perform Visual Safety Inspection during each site visit, and report any unsafe condition to the City's Contract Manager or designate immediately.

i. All priority "A" (Can cause death) and "B" (Can cause Major Injury) hazards shall immediately be reported by telephoning 250 755 7515 or faxing 250 753 7383.
ii. All priority "C" (Can cause Minor Injury) hazards shall be noted and submitted in writing to City's Contract Manager within three (3) business days.
iii. Lower maintenance items and minor items corrected at the time of being noticed shall be recorded on the monthly summary report.

ROCK, METAL & CONCRETE BARRIERS, WALLS, FENCES OR GATES:	**Hazard Level A**	**Hazard Level B**	**Hazard Level C**
No missing or broken posts, rails, no post barriers, rockwork			
All rails attached solid post			
No loose posts or rockwork			
Safe and secure			
Painting			
IRRIGATION	**Hazard Level A**	**Hazard Level B**	**Hazard Level C**
No leaks in water lines			
Water Pressure good			
No missing or loose parts			
All surfaces clean and unmarked			
GATES AND FENCES – CHAINLINK, WOOD	**Hazard Level A**	**Hazard Level B**	**Hazard Level C**
Fence is perpendicular			
Tied securely and tightly			
No stretched links in the chain link fence			
All posts solid and straight			
No loose or missing bolts, clamps			
All post caps and wire supports in place			
Bottom wire tight and secure			
Wire tight and in place			
All gates, closing smoothly and not dragging			
All latches and locks on gates functioning easily			

Split Rail Wood fences, unmarked, with no broken or loose boards, no protruding nails			
Broken or damaged fence boards or posts restored			
Pipe rail fence galvanized, no marks			

SIDEWALKS, PATIOS, PLAZAS AND STRUCTURES	**Hazard Level A**	**Hazard Level B**	**Hazard Level C**
Free of large cracks, chips and any defacing, no bricks missing if present			
Flush and smooth			
No ponding			
Stairs			
Lighting			
Flags and Masts			
Benches and Tables			
SIGNS	**Hazard Level A**	**Hazard Level B**	**Hazard Level C**
Posts solid and straight			
No missing or loose boards or bolts			
Surface painted or stained and unmarked			
Lettering distinct and unmarked			
Signs not obscured			
SAFETY	**Hazard Level A**	**Hazard Level B**	**Hazard Level C**
Formal safety inspections in April and October			
Reporting of all dangerous hazards to City Representative			
TREES	**Hazard Level A**	**Hazard Level B**	**Hazard Level C**
Notify Manager Of Parks Operations immediately of conditions detrimental to health of plant material or operations.			
BOULEVARDS AND PARKS	**Hazard Level A**	**Hazard Level B**	**Hazard Level C**
Holes/Depressions			
Standing Water			
Bare Spots			
Invasive Species			
Illegal Dumping			

PLAYGROUND EQUIPMENT AND SURFACING	**Hazard Level A**	**Hazard Level B**	**Hazard Level C**
Equipment Stable			
Playground Surfacing has no “dishing”			
Surfacing is of adequate depth			
Foreign Debris and/or Broken Glass In Surfacing			
Moving Components Have Wear and Tear			
Vandalism on Furnishings			
Access into Play Area Clear			
Fittings, Bearing Hangars, Guardrails			
Check Swings for Damage and Decay			
Swing Chains Kinked, Twisted, Broken			
Slides Cracked or Sharp Points			
Graffiti or Vandalism			
Exposed Foundations			
Drainage Issues			
Obvious Hazards			
Seasonal Issues (gaps created from expanding or shrinking)			

Megson FitzPatrick
INSURANCE SERVICES

3561 SHELBOURNE STREET
VICTORIA, BC V8P 4G8

CERTIFICATE OF INSURANCE

To: Ecoasis Bear Mountain Developments Ltd. et al
Attn: Ryan Mogensen
Date: April 27, 2020
Email: rmogensen@ecoasis.com

Certificate Holder: **City of Langford**

This will certify that Insurance as described hereunder has been arranged on behalf of the herein Named Insured and that such Insurance, at the date hereof, is in full force and effect.

Policy Effective Date May 3, 2019	**Named Insured & Mailing Address** Ecoasis Bear Mountain Developments Ltd. (BC), Ecoasis Developments LLP (BC),
Policy Expiry Date June 3, 2020	**Ecoasis Resort & Golf LLP (BC)** 2050 Country Club Way, Victoria, BC V9B6R3
Policy Number TRV0322394	**Insurance Company** ST. PAUL FIRE AND MARINE INSURANCE COMPANY
EXT35817	Certain Underwriters as arranged through Markel

Effective Date: September 13, 2016

Commercial General Liability - TRV0322394
Limits

$5,000,000.00	**General Total Limit**
$5,000,000.00	**Products and Completed Work Total Limit**
$25,000.00/Person	**Emergency Medical Expenses**
$5,000,000.00	**Non Owned Automobile Liability**

Including, $250,000 - Tenants Legal Liability Broad Form, Long Term Leased Automobiles Exclusion & Cross Liability.
Deductible

$2,500.00	**Bodily Injury / Property Damage including expense**

Umbrella Liability - TRV0322394
Limits

$5,000,000.00	**Total Limit**
$5,000,000.00	**Each Loss Limit**

Self-Insured retention
$10,000.00

Excess Liability Insurance – EXT35817
Limits

$20,000,000.00	**Inclusive limit each occurrence Bodily Injury / Property Damage**
$20,000,000.00	**General Aggregate limit**

The following are hereby added to the within policy as ADDITIONAL INSURED(S):

City of Langford, 2nd Floor, 877 Goldstream Ave., Langford, BC V9B 2X8

But only with respect to vicarious liability arising out of the operations of the Named Insured

Conditions

As per Policy Terms, Conditions and Exclusions

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE. The Insurance described above is subject to the limitations, exclusions and conditions contained in the policies. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no Liability on the Insurer.

Megson FitzPatrick Insurance Services

Authorized Representative

WORK SAFE BC
WORKING TO MAKE A DIFFERENCE

Assessment Department
Mailing Address
PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location
6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section
Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

City of Langford
877 Goldstream Ave
LANGFORD, BC V9B 2X8

April 23, 2020

Person/Business : SANOVEST HOLDINGS LTD. & 599315 B.C. LTD.
ECOASIS RESORT & GOLF LLP
Account number : 918974

This letter provides clearance information for the purposes of Section 258 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **July 01, 2020.**

This firm has had continuous coverage with us since October 08, 2013.

Employer Service Centre
Assessment Department

Clearance Reference # : C131626695
CLRAAA

For more information about Section 258 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.
To alter this document constitutes fraud.

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Staff Report

to

Council

Date: May 4, 2020

Department: **Finance**

Subject: 2020 Alternative Municipal Tax Collection Scheme

Background

Staff have been looking at what options might be available to the City in relation to Property Taxes in light of the COVID-19 pandemic. The information below is based on initial review of the legislation and options available to the municipality as well as potential areas of concern. Some of these items may require additional research and possible legal advice as it will be new to the City of Langford.

As Council is aware, the regular process for property taxes is the due date is July 2nd and on July 3rd the municipality applies a 10% penalty on outstanding balances of current year taxes. Under the General Tax Collection Scheme, the due date and penalty are provincially legislated through the *Community Charter, Section 234*, and *Municipal Tax Regulation*. The City of Langford has always followed a General Tax Collection Scheme as is described above.

On Thursday April 16, 2020, the Provincial Government issued a News Release titled "New COVID-19 supports for businesses, local governments". The news release is attached to this report for reference. The main two highlights of this release are:

1. For properties in Class 4 (Major Industry), Class 5 (Light Industry), Class 6 (Business/Other), Class 7 (Managed Forest Lands) and Class 8 (Non-profit/Recreation), the penalty usually applied July 3rd must not be applied before October 1, 2020.
2. The City does not have to remit school taxes to the province until December 31, 2020. Under the regular program we must remit 75% of the total due to the province within 5 days of the property tax due date. Delaying this payment will assist with cash flow for the City.

Commentary

Given the current environment, staff had already been looking to the Province on whether there would be a Province wide change to the Property Tax Due Date and the legislative reporting and remitting requirements, much like there have been for other provincial taxes.

While staff were waiting for a Province wide decision, staff evaluated what options would be available to the City should Council wish to look to something other than the usual course of business for property taxes.

During this research staff have found the following and will outline options that are available to the City, and what are the pros and cons to these options:

1. **Status quo:**
   Property Tax due date is July 2nd and on July 3rd the 10% penalty is applied to any outstanding current year taxes.

   Pros: This option provides for consistency for the taxpayer and for City staff not only for this year but also for future years. From a strictly business perspective this would be the best option for 2020 as it provides for the best cash flow situation for the City.

   It is worth noting that many tax payers do pay their property taxes through their mortgage and these people will have already 'paid' their taxes to their financial institution and keeping the due date at July 2nd would not impact these people at all, since the City collects the property taxes from the Financial Institutions.

   Cons: The potential negative of this scenario would be that some homeowners may not be able to pay their taxes like they could in previous years.

   Another negative is, the full busy property tax season will all happen in June and we are unsure at this time what the current physical distancing rules will be. There may be benefit to working to spread tax season out over a longer period of time to reduce the traffic at one time at City Hall.

   As the Province announced the change to the penalty date for Classes 4, 5, 6, 7 and 8, the status quo taxation scheme may cause the feeling that we are doing something for businesses but nothing for residential property owners as the full 10% penalty would apply to Class 1 (Residential), Utilities (Class 2), Supportive Housing (Class 3), and Class 9 (Farm) properties immediately on July 3rd.

2. **Alternative Municipal Tax Collection Scheme:**
   Community Charter Section 235, Alternate Municipal Tax Collection Scheme, allows the municipality to, by Bylaw, establish one or more dates on which property taxes are due, or when the penalty is applied. Essentially, this allows the municipality to apply all or part of the 10% penalty on July 3rd or any date after that. In effect if no penalty is charged on July 3rd the municipality is not necessarily incentivizing the tax payer to pay by July 2nd. It is worth noting the penalty can be anywhere between 0% and 10% and enforced at any point between July 3rd through to December 31st.

   Staff would caution that we should not be looking at applying anything less than 10% in total for 2020, regardless of when we determine the penalties are applied. This is recommended so the City can better move back to the regular process in the future. One of the things staff have always relied on which provides for less arguments with tax payers after the penalty is applied is saying it is provincially mandated as it is through the regulation outlined above for the General

Tax Collection Scheme). Changing from the 10% overall would make this more challenging in future years. It is also worth mentioning the City does receive approximately $350,000 in revenue from the property tax penalty.

Pros: Perhaps the most obvious positive is Council is able to effectively defer the property tax due date by shifting the penalty date or amounts and thus provide additional support to the tax payer during this difficult time. This is essentially what the Province has done for the property classes that they have applied the October 1st date to.

Another positive now that the Province has amended the penalty date for Class 4, 5, 6, 7 and 8, is that we have flexibility for how we treat the remaining property classes, Class 1 (Residential), Class 2 (Utilities), Class 3 (Supportive Housing) and Class 9 (Farm).

It may also provide an extended tax season, thus reducing the traffic to City Hall at once.

Cons: Firstly, there is the potential for significant confusion related to the process this year if the City changes from our regular process and if other municipalities sway from the regular process. This confusion will be magnified by different schemes being adopted by different municipalities in the region as many people either own property in multiple jurisdictions or the advertising that one municipality issues will be seen and heard by others and may not be applicable to them.

Still on the lines of taxpayer confusion, one of the risks associated with adjusting the penalty date this year is that in future years there may be more taxpayers looking for the municipality to change the penalty date for them. In order to lessen this negative we will have to do a strong messaging that this is just for 2020 due to COVID-19 and we will be going back to the normal property tax process for 2021.

Another negative is around cash flow and it is outlined further in the financial implications section below. By delaying the collection of taxes from July 3rd to a later date, we are not able to delay or amend the date on which we must remit funds we have levied on behalf of other taxation agencies. We must remit these funds whether we have collected the funds from the tax payer or not.

As outlined in the recommendation below, staff feel that the positives of an Alternate Tax Collection Scheme outweigh the negatives as it related to the 2020 Property Tax Season in light of the current COVID-19 pandemic.

Irrespective of the property tax scheme chosen by Council for 2020, staff will continue to investigate options and put in place appropriate measures to minimize the number of people that would be coming into the office during tax time and all measures needed to protect staff who are working during this time. These measures may include, but not limited to, not accepting cash as payment for property taxes, installation of plexi-glass in City Hall, limiting the number of people in City Hall to allow for proper physical distancing through lines outside, and heavy promotion of the eHOG system and the ability to pay property taxes online or by cheque mailed or dropped off in the City's drop box.

Financial Implications

A number of other important considerations are outlined below.

While the City of Langford has significant cash invested that should allow us to maintain cash flow if we decide to change to the penalty date, one item that will present a challenge is we still must remit all of CRD, CRHD, BC Transit and BC Assessment funds by August 1st (in 2019 this amounted to approximately $14,400,000). This is where the change to the remittance requirements for School Tax will significantly benefit the City as the $14,400,000 figure would be closer to $22,800,000.

Under a normal year, we would have collected the vast majority of taxation revenue by July 2nd, which includes these balances so it is simply a flow through from the City's perspective. If we are not collecting taxes by this deadline, under the current legislation outlining remittance dates, we would still be required to make these remittances without collecting the funds to cover it, with the exception now of school tax.

While we may still have the necessary cash flow to cover this through our investments, it would make this much more challenging and further analysis will be required on this. Section 177 of the Community Charter allows the municipality to adopt a Revenue Anticipation Borrowing Bylaw which would allow us to borrow adequately for the term between when we need to make these remittances and when we would be collecting the taxation revenue. This bylaw is attached to the agenda under separate cover.

<u>Recommendation:</u>
All of the CRD area CFO's have been in discussion over the last number of weeks. While there would be significant benefit to having consistency across the region, and in this case we are working towards that as much as possible; however, during unprecedented times like these and with varying situations in each municipality, it appears one consistent program will not be achieved. What we feel is the best approach is to do what we feel works best for our individual municipality, while working towards as much consistency as possible in the region.

With this said, staff are recommending the following which is outlined in Option 1 below and is detailed below. Note that the penalty date(s) do not have to match the due date.

1. For Property Classes 4, 5, 6, 7 and 8 the province has made a province wide decision that the penalty will be applied October 1, 2020. Staff are recommending that we continue with a due date of July 2, 2020. We are recommending this to maintain consistency year over year and in hope that many property owners that can pay will pay by the due date and that we apply a penalty of 5% on outstanding balances as of October 1, 2020 and an additional 5% penalty on any balance owing as of December 1, 2020. This approach has been recommended to encourage businesses to pay by the regular due date but it will also mean those that can't afford to or feel they do not wish to will not have a penalty applied until October 1 as per the Provincial decision, and allows an additional two months before the full 10% penalty is applied.

2. For Property Classes 1, 2, 3 and 9, for which the province has not changed anything, staff are recommending a due date of July 2, 2020. We are recommending this to maintain consistency year over year, in hope that many residents that can pay will pay by the due date and to hopefully collect payments from the banks who pay on behalf of the tax payer.

Staff are not recommending following the same with these property classes as the Province has mandated for the "business" property classes as there is a need to collect some tax revenue before August 1 in order to have the cash flow to make the remittances to the other taxation authorities (CRD, CRHD, School, BC Assessment, BC Transit, MFA). As such, staff are recommending that instead of a penalty of 10% on July 3rd we instead apply a 5% penalty on August 1, 2020 and a further 5% penalty on October 1, 2020.

Staff believe the above recommendation best reflects the financial needs of the City in maintaining cash flow as best as possible and it also best reflects the changes announced on April 16th by the Province as well as allowing some leeway for Class 1, 2, 3 and 9 property owners should they need it as the first penalty for these property classes will be applied August 1 rather than July 3rd and it would be only 5% initially compared to the regular 10%, with the remaining 5% applied October 1, 2020.

Legal Implications

The City is required to approve the Five Year Financial Plan Bylaw and the Tax Rates Bylaw before May 15th each year.

Should Council choose to adopt an Alternate Municipal Tax Collection Scheme, this must be done by Bylaw and must be approved before the tax notices go to property owners with the revised penalty amounts and/or dates.

Options

1. That Council approve, for the 2020 Taxation Year only, an Alternate Tax Collection Scheme Bylaw that maintains the tax due date as July 2, 2020 and that the penalty will be applied as follows:
    a. Class 1, 2, 3 and Class 9: 5% on August 1, 2020 and an additional 5% on October 1, 2020.
    b. Class 4, 5, 6, 7 and 8: 5% on October 1, 2020 and an additional 5% on December 1, 2020

    AND

    That Council proceed with consideration of Alternative Municipal Tax Collection Scheme Bylaw No. 1914, 2020 first, second, third readings and final adoption.

OR

2. That Council direct staff to bring forward, for the 2020 Taxation Year only, an Alternative Tax Collection Scheme Bylaw that maintains the tax due date as July 2, 2020 and that the penalty will be applied as follows:
    a. Class 1, 2, 3 and Class 9: ___% on _____, 2020 and an additional ___% on _____, 2020.
    b. Class 4, 5, 6, 7 and 8: ___% on October 1, 2020 and an additional __% on _____, 2020.

Respectfully submitted,

Submitted by:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Adriana Proton, Manager of Legislative Services
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Audrey Kryklywyj-Shortreid, Deputy Director of Finance
Concurrence:	Darren Kiedyk, Chief Administrative Officer

NEWS RELEASE

For Immediate Release
2020FIN0020-000703
April 16, 2020

Ministry of Finance
Ministry of Municipal Affairs and Housing

New COVID-19 supports for businesses, local governments

VICTORIA – The Province is providing enhanced relief for businesses by reducing most commercial property tax bills by an average of 25%, along with new measures to support local governments facing temporary revenue shortfalls as a result of COVID-19.

"We know that B.C. communities and businesses are suffering from the economic impacts of COVID-19," said Carole James, Minister of Finance. "That is why our B.C. COVID-19 Action Plan is focused on the health and safety of British Columbians, direct support for people and businesses and economic recovery for our province. We are providing further support by making additional temporary property tax changes to provide provincewide relief for business and local governments to help weather the pandemic, continue to deliver the services people count on and be part of our province's economic recovery."

The Province is taking significant new steps to support B.C. businesses, non-profits and other organizations through the COVID-19 pandemic by:

- further reducing the school property tax rate for commercial properties to achieve an average 25% reduction in the total property tax bill for most businesses, providing up to $700 million in relief. This enhances the 50% reduction to the provincial school property tax rate that was originally announced for classes 4, 5, and 6 as part of B.C.'s COVID-19 Action Plan.
- Postponing the date that late payment penalties apply for commercial properties in classes 4,5,6,7 and 8 to Oct. 1, 2020, to give businesses and landlords more time to pay their reduced property tax, without penalty.

Responding to key concerns from local governments, the Province is addressing cash flow and revenue shortfalls with new measures that provide additional support:

- authorizing local governments to borrow, interest-free, from their existing capital reserves to help pay for operating expenses, such as employee salaries.
- delaying provincial school tax remittances until the end of the year. This will provide significant relief to local governments facing cash flow issues.
- providing local governments greater flexibility to carry debt for an additional year.
- These measures will provide local governments with the resources to meet their operational costs and required remittances to regional districts, regional hospital districts, TransLink and transit authorities, BC Assessment, the Municipal Finance Authority and other taxing authorities. This will ensure that other minor taxing authorities can count on receiving the full amount they bill to municipalities and the Province's surveyor of taxes before Aug. 1, 2020.

“The COVID-19 pandemic is having significant financial impacts on all levels of government. It’s going to take hard work from both municipalities and the provincial government, but working together we will get through this,” said Selina Robinson, Minister of Municipal Affairs and Housing. “Many local governments have already shown leadership by taking steps to help people and businesses and maintain services, while addressing their finances. With these new measures, we are giving local governments new tools as a first step to ease their financial burdens and that of businesses in their communities now, and as we look to recovery in the months to come.”

Maja Tait, Union of B.C. Municipalities president, said: “Local governments across B.C. are working hard to support the implementation of COVID-19 orders, while ensuring residents have access to the services they need in these challenging times. The measures announced today provide additional relief to small business and will free up funds for local government. UBCM will monitor the impact of these measures on the state of local governments finances, and work with the Province to ensure that local governments have the resources to sustain their communities.”

Changes to British Columbia’s property tax framework complement federal measures and build on the $5 billion B.C. COVID-19 Action Plan that provides income supports, tax relief and direct funding for people, businesses and services.

Learn More:

For more information on B.C.’s COVID-19 Action Plan, visit:
http://news.gov.bc.ca/factsheets/bc-takes-steps-to-support-people-businesses-during-covid-19-pandemic

For information about federal supports for businesses, visit:
https://www.canada.ca/en/department-finance/economic-response-plan.html

For the latest medical updates, including case counts, prevention, risks and testing, visit:
http://www.bccdc.ca/
Or follow @CDCofBC on Twitter

For provincial health officer orders, notices and guidance, visit: www.gov.bc.ca/phoguidance

For non-health related information, including financial, child care and education supports, travel, transportation and essential service information, visit: www.gov.bc.ca/covid19
Or call 1 888 COVID19 (1 888 268-4319) between 7:30 a.m. and 8 p.m., seven days a week.

A backgrounder follows.

Contacts:

For non-health related information, visit:
www.gov.bc.ca/covid19
Or call 1 888 COVID19 (1 888 268-4319) between 7:30 a.m. and 8 p.m., seven days a week.

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BACKGROUNDER

For Immediate Release
2020FIN0020-000703
April 16, 2020

Ministry of Finance
Ministry of Municipal Affairs and Housing

Changes to B.C.'s property tax framework respond to COVID-19

Building on B.C.'s COVID-19 Action Plan, the Province is making temporary changes to B.C.'s property tax framework to provide financial support for businesses and local governments.

Property tax measures for local governments:

- Local governments will have the ability to borrow, interest-free, from their capital reserve funds, freeing up billions in assets to cover temporary revenue shortfalls. They will have up to five years to build back the reserve funds.
- Municipalities will be able to access school tax revenue collected for the Province until the end of the year. If a local government chooses to hold onto the school property tax, it must first be used to pay other taxing authorities, including regional districts.
- Working closely with the Municipal Financing Authority (MFA), local governments will be able to extend their revenue anticipation borrowing for a second year past the current limit of one year. To minimize impacts on the MFA, the Province is asking local governments to first use the delayed school property tax payment and their own capital reserve funds before seeking short-term borrowing through the MFA.
- Municipalities will still be required to make all their required remittances to other taxing authorities. Additionally, municipalities will be required to make the full annual payment to TransLink and BC Assessment in August 2020, rather than August and December.

Property tax measures for B.C. businesses:

- Late payment penalties for commercial properties (classes 4, 5, 6, 7 and 8) will be postponed to Oct. 1, 2020.
- The school property tax rates for classes 4, 5, and 6 were reduced by 50% in the Province's initial economic response to COVID-19. Further reducing the provincial school property tax and introducing an equivalent tax reduction for classes 7 and 8 will lower the overall commercial property tax bill for most businesses by an average of 25%.

Breakdown of tax relief for B.C. businesses:

- Major industry (property class 4)
  - Budget 2020 mill rate: 3.72
  - March 23 mill rate: 1.86
  - April 16 mill rate: effectively zero
  - Tax cut as a per cent of total tax bill: 4%
- Light industry (property class 5)
  - Budget 2020 mill rate: 3.72
  - March 23 mill rate: 1.86

    - April 16 mill rate: 1.0561
    - Tax cut as a per cent of total tax bill: 25%
- Business/other (property class 6)
    - Budget 2020 mill rate: 3.72
    - March 23 mill rate: 1.86
    - April 16 mill rate: 1.1070
    - Tax cut as a per cent of total tax bill: 25%
- Managed forest (property class 7)
    - Budget 2020 mill rate: 1.87
    - March 23 mill rate: 1.87
    - April 16 mill rate: effectively zero
    - Tax cut as a per cent of total tax bill: 20%
- Recreation and non-profit (property class 8)
    - Budget 2020 mill rate: 2.29
    - March 23 mill rate: 2.29
    - April 16 mill rate: 0.7844
    - Tax cut as a per cent of total tax bill: 25%

Changes to British Columbia's property tax framework are in addition to measures announced as part of B.C.'s Action Plan to support businesses, including:

- Effective immediately, many provincial tax filing and payment deadlines are deferred to Sept. 30, 2020.
- Businesses with a payroll over $500,000 can defer their employer health tax payments until Sept. 30, 2020. Businesses with a payroll under this threshold are already exempt.
- Payments for provincial sales tax (PST), employer health tax, municipal and regional district tax on short-term accommodation, carbon tax, motor fuel tax and tobacco tax are also deferred.
- The scheduled increase to the carbon tax rate, and application of PST to e-commerce transactions and sweetened and carbonated drinks, will be delayed.

B.C.'s COVID-19 Action Plan complements federal measures to support businesses:

- The federal government is providing up to 75% wage subsidy for qualifying businesses, for up to three months, retroactive to March 15, 2020, to help businesses to keep and return workers to the payroll.
- The maximum duration of the Work-Sharing program has been extended from 38 weeks to 76 weeks.
- The Business Credit Availability Program will provide $65 billion of additional support and credit solutions for individual businesses, including the Canada Emergency Business Account and the Loan Guarantee for Small and Medium-Sized Enterprises.
- All businesses can defer, until Aug. 31, 2020, the payment of any income tax amounts that become owing on or after March 18, 2020, and before September 2020. No interest or penalties will accumulate on these amounts during this period.
- All businesses, including self-employed individuals, can defer payments of GST/HST and customs duty until June 30, 2020.

Contacts:

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City of Langford
www.cityoflangford.ca

Staff Report

to

Council

Date: May 4, 2020

Department: **Finance**

Subject: 2019 Consolidated Financial Statements

Commentary

Attached are the 2019 Draft Consolidated Financial Statements prepared by City staff in compliance with legislation, and in accordance with Canadian Public Sector Accounting Standards for local governments as recommended by the Public Sector Accounting Board of The Chartered Professional Accountants of Canada. The financial statements have been audited by KPMG LLP.

Before the auditor's report can be issued and the financial statements finalized, approval of the statements by Council is required.

Options:

1. That Council approve the 2019 Audited Consolidated Financial Statements

OR

2. That Council not approve the 2019 Audited Consolidated Financial Statements as presented.

Respectfully submitted,

Submitted by:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Audrey Kryklywyj-Shortreid, Deputy Director of Finance
Concurrence:	Adriana Proton, Manager of Legislative Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

2019

CITY OF LANGFORD
Consolidated Financial Statements
For the fiscal year ending December 31, 2019

City of Langford, British Columbia, Canada

City of Langford
www.cityoflangford.ca

Mayor:	Stewart Young
Councillors:	Denise Blackwell Matt Sahlstrom Lanny Seaton Norma Stewart Lillian Szpak Roger Wade
Chief Administrative Officer:	Darren Kiedyk, CPA, CGA
Director of Finance:	Michael Dillabaugh, CPA, CA
City Engineer:	Michelle Mahovlich, M.Eng., P.Geo., P.Eng.
City Planner:	Matthew Baldwin, MCIP, RPP
Fire Chief:	Christopher Aubrey
Auditors:	KPMG
Solicitors:	Young Anderson
Bankers:	Bank of Montreal
Police:	RCMP - West Shore

CITY OF LANGFORD

Consolidated Financial Statements

Year ended December 31, 2019

Financial Statements

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Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of the City of Langford (the "City") are the responsibility of management and have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards for local governments as recommended by the Public Sector Accounting Board of The Chartered Professional Accountants of Canada. A summary of the significant accounting policies are described in note 1 to the consolidated financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The City's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the consolidated financial statements. These systems are monitored and evaluated by management.

The Administration and Finance Committee meets with management and the external auditors to review the consolidated financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the consolidated financial statements.

The consolidated financial statements have been audited by KPMG LLP, independent external auditors appointed by the City. The accompanying Independent Auditors' Report outlines their responsibilities, the scope of their examination and their opinion on the City's consolidated financial statements.

Chief Administrative Officer *Director of Finance*

CITY OF LANGFORD

Consolidated Statement of Financial Position

December 31, 2019, with comparative information for 2018

	2019	2018
Financial assets:		
Cash and cash equivalents (note 2)	$ 17,869,648	$ 44,970,524
Short term investments	32,979,782	5,000,000
Property taxes receivable	1,788,931	1,699,177
Accounts receivable	12,598,020	11,596,391
Other assets	527,786	542,205
	65,764,167	63,808,297
Financial liabilities:		
Accounts payable and accrued liabilities	13,115,466	8,469,077
Prepaid property taxes and licences	1,513,367	1,737,084
Deferred revenue (note 3)	21,267,347	18,853,277
Refundable deposits	14,586,054	14,284,240
Debt (note 4)	23,300,825	25,426,850
	73,783,059	68,770,528
Net debt	(8,018,892)	(4,962,231)
Non-financial assets:		
Tangible capital assets (note 5)	474,752,059	440,593,794
Sewer franchise agreement (note 6)	36,684,622	35,857,276
Prepaid expenses	765,798	973,979
	512,202,479	477,425,049
Commitments, contingencies and contractual rights (note 11 and 12)		
Subsequent events (note 14)		
Accumulated surplus (note 7)	**$ 504,183,587**	**$ 472,462,818**

The accompanying notes are an integral part of these consolidated financial statements.

Director of Finance

CITY OF LANGFORD

Consolidated Statement of Operations

Year ended December 31, 2019, with comparative information for 2018

	Financial Plan (note 13)	2019	2018 (note 15)
Revenue:			
Taxation, net (note 8)	$ 32,957,489	$ 32,920,719	$ 30,294,924
Development cost charges (note 3)	6,522,792	3,413,466	3,342,053
Sewer capital recovery fees	-	10,784,310	10,876,787
Utility charges	5,000	5,000	5,000
Other	5,757,789	7,869,272	6,768,714
Licences and permits	2,982,400	3,734,870	3,330,584
Penalties and interest	410,000	468,191	400,766
Government transfers (note 9)	14,133,374	5,890,905	2,821,798
Commercial leasing	3,359,400	5,763,156	5,287,473
Casino	1,300,000	1,433,991	1,434,705
Investment earnings	200,000	888,676	516,566
Developer and property owner contributions	8,001,833	24,570,701	39,299,442
Total revenue	75,630,077	97,743,257	104,378,812
Expenses:			
General government services:			
Legislative	647,730	660,626	393,775
Administrative	2,955,400	4,130,226	2,919,353
Other	2,113,296	1,948,191	1,786,395
	5,716,426	6,739,043	5,099,523
Protective services:			
Police and bylaw enforcement	10,172,958	9,625,086	8,191,589
Fire protection and emergency response	3,572,978	3,998,699	3,387,848
Building inspection and other	785,824	796,415	775,127
	14,531,760	14,420,200	12,354,564
Engineering and public works:			
Common services	1,423,279	1,139,431	1,022,342
Land development services	496,959	758,318	704,601
Roads, streets and storm drainage	5,168,246	10,638,058	18,797,528
	7,088,484	12,535,807	20,524,471
Community services:			
Environmental and development services	1,009,500	1,047,989	980,930
Recreation and cultural services	11,053,085	15,360,480	13,361,255
West Shore Parks and Recreation Society (note 16)	5,633,530	5,962,005	6,071,702
	17,696,115	22,370,474	20,413,887
Utility and enterprise services:			
Sewer infrastructure	-	9,956,964	2,776,217
Total expenses	45,032,785	66,022,488	61,168,662
Annual surplus	30,597,292	31,720,769	43,210,150
Accumulated surplus, beginning of year	472,462,818	472,462,818	429,252,668
Accumulated surplus, end of year	$ 503,060,110	$ 504,183,587	$ 472,462,818

The accompanying notes are an integral part of these consolidated financial statements.

CITY OF LANGFORD

Consolidated Statement of Changes in Net Debt

Year ended December 31, 2019, with comparative information for 2018

	Financial Plan (note 13)	2019	2018
Annual surplus	$ 30,597,292	$ 31,720,769	$ 43,210,150
Acquisition of tangible capital assets	(21,369,993)	(24,345,013)	(10,333,205)
Amortization of tangible capital assets	-	9,042,171	8,395,688
Loss on sale of tangible capital assets	-	168,710	1,839,538
Proceeds on sale of tangible capital assets	-	1,381,647	586,603
Sewer capital recovery fees	-	(10,784,310)	(10,876,787)
Sewer capital agency fee	-	9,241,729	2,098,712
Developer contributions of tangible capital assets	-	(19,116,957)	(26,797,555)
Change in proportionate share of West Shore Parks & Rec Society	-	(573,588)	(97,446)
Transfer of assets to other Governments (note 9)	-	-	7,286,366
Transfer of work in progress to operating	-	-	67,810
	9,227,299	(3,264,842)	15,379,874
Consumption of prepaid expenses	-	208,181	(148,969)
Change in net debt	9,227,299	(3,056,661)	15,230,905
Net debt, beginning of year	(4,962,231)	(4,962,231)	(20,193,136)
Net debt, end of year	$ 4,265,068	$ (8,018,892)	$ (4,962,231)

The accompanying notes are an integral part of these consolidated financial statements.

CITY OF LANGFORD

Consolidated Statement of Cash Flows

Year ended December 31, 2019, with comparative information for 2018

	2019	2018
Cash provided by (used in):		
Operating activities:		
Annual surplus	$ 31,720,769	$ 43,210,150
Items not involving cash:		
Amortization of tangible capital assets	9,042,171	8,395,688
Loss on sale of tangible capital assets	168,710	1,839,538
Developer contributions of tangible capital assets	(19,116,957)	(26,797,555)
Sewer capital recovery fees	(10,784,310)	(10,876,787)
Sewer capital agency fee	9,241,729	2,098,712
Change in proportionate share of West Shore Parks & Rec Society	(573,588)	(97,446)
Transfer of assets to other Governments	-	7,286,366
Transfer of work in progress to operating	-	67,810
Changes in non-cash operating assets and liabilities:		
Property taxes receivable	(89,754)	77,311
Accounts receivable	(1,001,629)	3,822,888
Other assets	14,419	(84,347)
Accounts payable and accrued liabilities	4,646,389	(5,661,061)
Prepaid property taxes and licences	(223,717)	867,500
Deferred revenue	2,414,070	3,715,406
Refundable deposits	301,814	2,289,591
Prepaid expenses	208,181	(148,969)
	25,968,297	30,004,795
Capital activities:		
Acquisition of tangible capital assets	(24,345,013)	(10,333,205)
Proceeds on sale of tangible capital assets	1,381,647	586,603
	(22,963,366)	(9,746,602)
Financing activities:		
Debt proceeds	-	2,300,000
Debt payments	(2,126,025)	(2,691,850)
Purchase of investments	(27,979,782)	(5,000,000)
	(30,105,807)	(5,391,850)
Increase (decrease) in cash and cash equivalents	(27,100,876)	14,866,343
Cash and cash equivalents, beginning of year	44,970,524	30,104,181
Cash and cash equivalents, end of year	$ 17,869,648	$ 44,970,524
Supplemental cash flow information:		
Cash paid for interest	$ 739,169	$ 626,079
Cash received from interest	888,676	516,566

The accompanying notes are an integral part of these consolidated financial statements.

The City of Langford (the "City") is incorporated and operates under the provisions of the British Columbia Local Government Act and the Community Charter of British Columbia.

1. **Significant accounting policies:**

The consolidated financial statements of the City are prepared by management in accordance with Canadian public sector accounting standards for local governments as recommended by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada. Significant accounting policies adopted by the City are as follows:

(a) Reporting entity:

The consolidated financial statements include the assets, liabilities, revenues and expenses of the City. The consolidated financial statements also include the City's proportionate interest in the West Shore Parks and Recreation Society ("West Shore"), an organization jointly controlled by the City. The City does not administer any trust activities on behalf of external parties.

(b) Basis of accounting:

The City follows the accrual method of accounting for revenues and expenses. Revenues are normally recognized in the year in which they are earned and measurable. Expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and/or the creation of a legal obligation to pay.

(c) Revenue recognition:

Government transfers are recognized in the consolidated financial statements as revenues in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made, except when and to the extent the transfer gives rise to an obligation that meets the definition of a liability.

Property tax revenue is recognized on an accrual basis using approved tax rates and the anticipated assessment for the current year. Parcel tax revenues are recognized in the year that they are levied.

(d) Deferred revenue:

Deferred revenue includes grants, contributions and other amounts received from third parties pursuant to legislation, regulation and agreement which may only be used in certain programs, in the completion of specific work, or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed. Revenue is recognized in the period when the related expenses are incurred, services performed, or the tangible capital assets are acquired thereby extinguishing any liability to the City.

Development cost charges are amounts which are restricted by government legislation or agreement with external parties. When qualifying expenditures are incurred, development cost charges are recognized as revenue in amounts which equal the associated expenses.

(e) Refundable deposits:

Receipts restricted by third parties are deferred and reported as refundable deposits under certain circumstances. Refundable deposits are returned when the third party meets their obligations or the deposits are recognized as revenue when qualifying expenditures are incurred.

(f) Investment income:

Investment income is reported as revenue in the period earned. When required by the funding government or related Act, investment income earned on deferred revenue is added to the investment and forms part of the deferred revenue balance.

(g) Cash equivalents:

Cash equivalents include short-term, highly liquid investments that are cashable on demand or have a term to maturity of 90 days or less at acquisition.

(h) Long-term debt:

Long-term debt is recorded net of related repayments and actuarial earnings.

(i) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

(i) Tangible capital assets

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets, excluding land, are amortized on a straight line basis over their estimated useful lives as follows:

Asset	Useful life - years
Land improvements	10-50
Buildings	25-70
Vehicles, machinery, equipment	5-25
Sewer and storm infrastructure	75-100
Road infrastructure	10-75

Non-financial assets are written down when conditions indicate that they no longer contribute to the City's ability to provide goods and services, or when the value of future economic benefits associated with the asset are less than the book value of the asset.

(ii) Contributions of tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value and are recorded as revenue at the date of receipt.

(iii) Works of art and cultural and historic assets

Works of art and cultural and historic assets are not recorded as assets in these financial statements.

(iv) Leased tangible capital assets

Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as leased tangible capital assets. All other leases are accounted for as operating leases and the related payments are charged to expenses as incurred.

(v) Inventory of supplies

Inventory of supplies held for consumption is recorded at the lower of cost and replacement cost.

(vi) Contaminated sites

Contaminated sites are defined as the result of contamination being introduced in air, soil, water or sediment of a chemical, organic, or radioactive material or live organism that exceeds an environmental standard. A liability for remediation of contaminated sites is recognized, net of any expected recoveries, when all of the following criteria are met:

1) an environmental standard exists
2) contamination exceeds the environmental standard
3) the City is directly responsible or accepts responsbility for the liability
4) future economic benefits will be given up, and
5) a reasonable estimate of the liability can be made

(j) Employee benefits:

The City and its employees make contributions to the Municipal Pension Plan. These contributions are expensed as incurred. The costs of a multi-employer defined contribution pension plan, such as the Municipal Pension Plan, are the employer's contributions due to the plan in the period.

(k) Use of estimates:

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the period. Significant estimates include assumptions used in estimating historical cost and useful lives of tangible capital assets, estimating fair value of contributed tangible capital assets and in estimating provisions for accrued liabilities. Actual results could differ from these estimates.

2. **Cash and cash equivalents:**

	2019	2018
West Shore Parks and Recreation Society	$ 1,444,846	$ 1,632,134
Cash	9,024,949	20,338,390
Term deposits	7,399,853	23,000,000
	$ 17,869,648	$ 44,970,524

The City has an approved operating line of credit of $10,500,000.

3. **Deferred revenue:**

Deferred revenue, reported on the consolidated statement of financial position, is comprised of the following:

	2019	2018
Development cost charges	$ 19,434,367	$ 17,000,931
Hotel room tax	1,114,556	1,198,495
Other	718,424	653,851
	$ 21,267,347	$ 18,853,277

Development cost charges:

	2019	2018
Opening balance of unspent funds	$ 17,000,931	$ 13,462,079
Add:		
Development cost charges received during the year	5,521,742	6,606,753
Interest earned	325,160	274,152
	22,847,833	20,342,984
Less amount spent on projects and recorded as revenue	(3,413,466)	(3,342,053)
	$ 19,434,367	$ 17,000,931

4. **Debt:**

(a) Debt:

Debt from the TD Bank is comprised of an interim financing facility which bears interest at Bankers Acceptance Rate plus stamping fee of 60 basis points. The current rate of interest is 2.15%.

(b) Principal payments on long term debt and budgeted repayments on short-term debt for the next five years are as follows:

2020	**$**	1,471,500
2021		1,496,400
2022		1,491,400
2023		1,490,500
2024		1,498,100

5. Tangible capital assets:

(a) Assets under construction:

Assets under construction have a value of $6,417,023 (2018 - $3,621,581) and have not yet been amortized. Amortization of these assets will commence when the asset is put into service.

(b) Contributed tangible capital assets:

Contributed tangible capital assets have been recognized at fair market value at the date of contribution. The value of contributed capital assets received during the year is $19,116,957 (2018 - $26,797,555) comprised of land $12,717,447 (2018 - $19,927,362), land improvements $118,240 (2018 - $21,000), sewer and storm infrastructure $2,525,206 (2018 - $3,035,188) and roads infrastructure $3,756,064 (2018 - $3,814,005).

(c) Works of art and historical treasures:

The City manages and controls various works of art and non-operational historical cultural assets including buildings, artifacts, paintings and sculptures located at City sites and public display areas. These assets are not recorded as tangible capital assets and are not amortized.

(d) Write-down of tangible capital assets:

No tangible capital assets were written down in 2019 or 2018.

(e) West Shore Parks and Recreation Society:

The City's proportionate share of West Shore Parks and Recreation Society assets includes land, buildings, and equipment which are subject to amortization policies consistent with those of the City.

Note 5. Tangible Capital Assests (Continued)

	Land	Land Improvements	Buildings	Vehicles Machinery & Equipment	Sewer and Storm Infrastructure	Roads Infrastructure	Assets Under Construction	West Shore Parks & Recreation Society	2019	2018
Cost:										
Opening	$ 189,836,615	16,387,398	40,526,309	13,425,797	61,453,866	165,991,589	3,621,581	32,444,283	$ 523,687,438	$ 497,818,035
Additions	15,787,466	3,627,649	8,384,048	1,740,423	2,525,206	6,627,123	4,226,075	543,980	43,461,970	37,130,760
Transfers	-	216,757	977,488	119,158	-	3,335	(1,316,738)	-	-	-
Disposals	(1,359,247)	(475,453)	-	(198,865)	-	(30,752)	(113,895)	(61,090)	(2,239,302)	(11,400,435)
Change in share	-	-	-	-	-	-	-	835,280	835,280	139,078
Balance, end of year	204,264,834	19,756,351	49,887,845	15,086,513	63,979,072	172,591,295	6,417,023	33,762,453	565,745,386	523,687,438
Accumulated Amortization:										
Opening	-	6,065,102	7,946,648	7,555,844	11,409,241	39,952,058	-	10,164,751	83,093,644	76,953,947
Disposals	-	(427,908)	-	(193,219)	-	(9,227)	-	(58,591)	(688,945)	(1,620,117)
Amortization	-	845,689	953,269	942,998	986,675	3,932,836	-	665,469	8,326,936	7,718,182
Change in share	-	-	-	-	-	-	-	261,692	261,692	41,632
Balance, end of year	-	6,482,883	8,899,917	8,305,623	12,395,916	43,875,667	-	11,033,321	90,993,327	83,093,644
Net book value, end of year	**$ 204,264,834**	**13,273,468**	**40,987,928**	**6,780,890**	**51,583,156**	**128,715,628**	**6,417,023**	**22,729,132**	**$ 474,752,059**	**$ 440,593,794**

6. Sewer franchise agreement:

During 2004, the City entered into a franchise and partnering agreement with West Shore Environmental Services Inc. ("WSES") and Terasen Utility Services Inc. The term of the agreement is 21 years, with a single 21 year renewal. Under the agreement, the City grants an exclusive franchise to WSES to design, construct, finance, own, and operate and maintain sanitary sewers in the City. The City also grants an exemption from municipal property tax for sewer infrastructure and WSES has been granted an Order in Council to extend that exemption to property taxes for all other jurisdictions. Upon termination of the agreement, the sewer infrastructure constructed by WSES will be acquired by the City for a nominal payment.

WSES will recover its capital costs by imposition of a sewer capital recovery fee ("SCRF") on owners of property who wish to connect to the sewer. WSES will also bill and collect all user fees. WSES will pay the City franchise fees that are estimated to total $11 million over the 21 year term of the agreement.

The City records the costs of sewer infrastructure constructed by WSES $2,256,983 (2018 - $4,510,953) and corresponding remaining cost to be recovered. The remaining cost to be recovered is reduced as SCRF's are collected by WSES.

The cost of WSES sewer infrastructure, less residual value, is amortized on a straight line basis over their estimated useful lives, 60 to 70 years. During the 2019 year, the remaining costs to be recovered were in excess of the amount owing. In accordance with the agreement, the City has recorded an agency fee of the excess in the amount of $9,241,729 (2018 - $2,098,712).

	Opening	Increase	Decrease	Closing
WSES sewer infrastructure				
Cost	$ 43,255,293	2,256,983	(714,402)	$ 44,797,874
Accumulated amortization	(7,398,017)	(715,235)	-	(8,113,252)
	35,857,276	1,541,748	(714,402)	36,684,622
Remaining cost to be recovered	-	(2,256,983)	2,256,983	-
	$ 35,857,276	(715,235)	1,542,581	$ 36,684,622

7. Accumulated surplus:

Accumulated surplus consists of individual fund surplus and reserves and reserve funds as follows:

	2019	2018
Surplus:		
Invested in tangible capital assets	$ 488,135,856	$ 451,024,220
Other	(5,171,115)	(98,595)
Total surplus	482,964,741	450,925,625
Reserves set aside by Council:		
Future operational contingencies	855,630	653,760
Future capital contingencies	1,208,946	984,000
Federal Gas Tax	3,607,840	2,449,326
West Shore Parks & Rec Society	931,594	961,791
Total reserves	6,604,010	5,048,877
Reserve funds set aside for specific purposes by Council:		
Capital works	4,166,876	1,911,266
Affordable housing	2,598,091	2,039,036
Parks and open space	1,157,991	2,431,746
Parkland improvement	3,029	2,975
General amenity	3,738,423	7,740,700
Equipment replacement	950,758	762,487
Sidewalk capital	49,234	48,334
Bear Mountain fire hall	1,400,559	1,355,208
Special police capital	-	148,324
Special police operating	500,735	-
Downtown parking	49,140	48,240
Total reserve funds	14,614,836	16,488,316
	$ 504,183,587	$ 472,462,818

8. Taxation:

Taxation revenue, reported on the consolidated statement of operations, is comprised of the following:

	2019	2018
General	$ 30,401,773	$ 28,236,723
Parcel tax	1,953,825	1,532,460
Revenue in lieu of taxes	115,241	95,937
Collections for other governments	31,934,124	29,650,587
1% utility taxes	449,880	429,804
	64,854,843	59,945,511
Less taxes levied for other authorities:		
Capital Regional District - General Operating	7,490,488	6,577,464
Revenue in lieu of taxes	93,988	73,988
Capital Regional Hospital District	2,613,170	2,515,842
School Authorities	18,317,177	17,428,848
BC Assessment Authority	508,356	482,952
Municipal Finance Authority	2,497	2,210
BC Transit	2,908,448	2,569,283
	31,934,124	29,650,587
	$ 32,920,719	$ 30,294,924

9. Government transfers:

The City recognizes the transfer of government funding as revenue when received and all related eligibility criteria and stipulations have been satisfied.

	2019	2018
Operating transfers:		
Federal	$ 102,027	$ 33,394
Provincial	709,574	348,170
Other	813,219	661,452
	1,624,820	1,043,016
Capital transfers:		
Federal	2,883,317	1,374,049
Provincial	1,179,165	180,353
Other	203,603	224,380
	4,266,085	1,778,782
	$ 5,890,905	$ 2,821,798

10. Municipal pension plan:

The City and its employees contribute to the Municipal Pension Plan (the "Plan"), a jointly trusteed pension plan. The board of Trustees, representing plan members and employers, is responsible for overseeing the management of the Plan, including investment of the assets and administration of benefits. The pension plan is a multi-employer defined benefit pension plan. Basic pension benefits provided are based on a formula. The plan has about 205,000 active members and approximately 101,000 retired members. Active members include approximately 40,000 contributors from local government.

Every three years, an actuarial valuation is performed to assess the financial position of the plan and adequacy of plan funding. The actuary determines an appropriate combined employer and member contribution rate to fund the plan. The actuary's calculated contribution rate is based on the entry-age normal cost method, which produces the long-term rate of member and employer contributions sufficient to provide benefits for average future entrants to the plan. This rate may be adjusted for the amortization of any actuarial funding surplus and will be adjusted for the amortization of any unfunded actuarial liability.

The most recent actuarial valuation as at December 31, 2018 indicated a $2,866 million funding surplus for basic pension benefits on a going concern basis. The next valuation will be as at December 31, 2021 with results available in 2022.

Employers participating in the Plan record their pension expense as the amount of employer contributions made during the fiscal year (defined contribution pension plan accounting). This is because the Plan records accrued liabilities and accrued assets for the Plan in aggregate with the result that there is no consistent and reliable basis for allocating the obligation, assets and cost to the individual employers participating in the Plan.

The City paid $877,689 (2018 - $775,858) for employer contributions while employees contributed $740,612 (2018 - $673,497) to the Plan in fiscal 2019.

11. Commitments and contingencies:

(a) Contingent liabilities:

The CRD debt, under provisions of the Local Government Act, is a direct, joint and several liability of the CRD and each member municipality within the CRD, including the City of Langford.

The City is a shareholder and member of the Capital Region Emergency Service Telecommunications (CREST) Incorporated who provides centralized emergency communications, and related public safety information services to municipalities, regional district, the provincial and federal governments and their agencies, and emergency services organizations throughout the Greater Victoria region and the Gulf Islands. Members' obligations to share in funding ongoing operations and any additional costs relating to capital assets are to be contributed pursuant to a Members' Agreement.

(b) Litigation liability:

From time to time, the City is subject to claims and other lawsuits that arise in the ordinary course of business, some of which may seek damages in substantial amounts. Liability for these claims and lawsuits are recorded to the extent that the probability of a loss is likely and it is estimable. It is considered that the potential claims against the City resulting from such litigation will be covered by insurance and therefore will not materially affect the consolidated financial statements of the City.

(c) Commitments:

The City entered into a long-term contract with the Royal Canadian Mounted Police (RCMP) for the provision of police services effective October 1, 1994. Under the terms of this contract, the City is responsible for 90% of policing costs. The 2020 estimated cost of this contract is $8,036,600.

On February 7, 2013, the City entered into a purchase of service agreement with the YMCA/YWCA of Greater Victoria to provide access for Langford residents to an aquatic facility to be built in Langford. The City agreed to pay $750,000 per year to be indexed by population every two years from the opening date to a maximum of $950,000 per year for a period of 25 years.

As at December 31, 2019, the following major contracts were in progress:

	Total Amount of Contract	Paid or Accrued
Operating	$ 19,744,518	$ 11,601,240
Capital	-	-

12. Contractual rights:

The City has entered into various contracts for rental revenue within the normal course of operations. The estimated contractual rights under these contracts for the years ending December 31 are as follows:

2020	$	521,247
2021		500,000
2022		510,000
2023		410,000
2024		410,000
	$	2,351,247

In addition to these contractural rights, the City has agreements with other parties that provide payments to the City based on a percentage earned throughout the year.

13. Financial plan:

The financial plan data presented in these consolidated financial statements is based upon the 2019 operating and capital financial plans approved by Council on May 6, 2019. Amortization expense was not contemplated on development of the financial plan and, as such, has not been included. The chart below reconciles the approved financial plan to figures reported in these consolidated financial statements.

		Financial plan amount
Revenues:		
Operating	$	49,110,391
Capital		43,705,292
West Shore Parks & Rec Society		3,121,794
Less:		
Transfers from own funds		15,807,400
Proceeds on debt issue		4,500,000
Total revenue		75,630,077
Expenses:		
Operating		49,110,391
Capital		43,705,292
West Shore Parks & Rec Society		3,121,794
Less:		
Capital expenditures		43,705,292
Transfer to own funds		5,041,500
Debt principal payments		2,157,900
Total expenses		45,032,785
Annual surplus	$	30,597,292

14. Subsequent Event:

Subsequent to December 31, 2019, the COVID-19 outbreak was declared a pandemic by the World Health Organization. This situation presents uncertainty over the City's future cash flows and may have a significant impact on the City's future operations. Potential impacts on the City's business could include future decreases in revenue, future increases in expenses, impairment of receivables, impairment of investments or reduction in investment income and delays in completing capital project work. As the situation is dynamic and the ultimate duration and magnitude of the impact of the economy are not known, an estimate of the financial effect on the City is not practical at this time.

15. Comparative Figures

Certain comparative figures have been reclassified to conform with the financial statement presentation adopted for the current year. The City has adjusted the prior year comparative figures for revenue and expenses to reflect the gross up of contractual revenues and expenses which were previously netted.

16. West Shore Parks and Recreation Society:

(a) Capital asset transfer:

The Capital Regional District (the "CRD") transferred the lands and facilities comprising the Juan de Fuca Recreation Centre to the following municipal members (the "Municipalities") effective January 2, 2002; City of Langford, City of Colwood, District of Highlands, District of Metchosin and the CRD (on behalf of a portion of the Juan de Fuca Electoral Area). Effective January 1, 2007 the Town of View Royal became a member of the Society. Effective January 1, 2018, the CRD is no longer a member of the Society.

In 2002 the lands and facilities were transferred to the Municipalities in their proportionate share, as specified in the Co-Owners' Agreement. The lands and facilities were reallocated amongst the members on January 1, 2007 when the Town of View Royal became a member. Future improvements are allocated among the members as per the cost sharing formula in effect each year for each service or facility, as outlined in a Members' Agreement. For 2019, the City's share of improvements purchased by the Society on its behalf is $352,050.

Because the cost sharing formula in the Members' Agreement produces different cost shares for the members from year-to-year, there is a gain or loss on the opening fund balances. In 2019, the City of Langford's share is $573,588. Included in this amount is the reallocation of the shares previously owned by the Juan de Fuca Electoral Area.

The Municipalities have each become members in the Society, which was incorporated to provide parks, recreation and community services to the Municipalities under contract. Under terms of an Operating, Maintenance and Management Agreement, the Society is responsible to equip, maintain, manage and operate the facilities located at the recreation centre.

(b) Consolidation:

Financial results and budget for the Society are consolidated into the City's financial statements proportionately, based on the cost sharing formula outlined in the Members' Agreement. In 2019 the City's proportion for consolidation purposes was 52.07% (2018 - 50.77%).

Condensed financial information for the Society is as follows:

	2019	2018
Financial assets	$ 3,480,294	$ 3,636,125
Financial liabilities	2,362,813	2,233,137
Net financial assets	1,117,481	1,402,988
Non-financial assets	1,308,209	1,030,170
Accumulated surplus	$ 2,425,690	$ 2,433,158
Invested in tangible capital assets	$ 1,041,200	$ 982,438
Reserve funds	1,921,597	2,036,113
Other	(537,107)	(585,393)
	$ 2,425,690	$ 2,433,158
Revenues	$ 7,330,284	$ 6,547,215
Requisition from members	4,947,539	4,947,539
	12,277,823	11,494,754
Expenses	7,337,752	6,331,257
Requisition from members	4,947,539	4,947,539
	12,285,291	11,278,796
Annual surplus (deficit)	$ (7,468)	$ 215,958

17. Segmented information:

The City is a diversified municipal government institution that provides a wide range of services to its citizens, including General Government Services, Protective Services, Engineering and Public Works Services, Community Services and Utility and Enterprise Services. Service Areas were created for the purpose of recording specific activities to attain certain objectives in accordance with regulations, restrictions or limitations.

City services are provided by departments and their activities are reported in these Service Areas. Departments disclosed in the Segmented Information, along with the services they provide are as follows:

General Government Services

The Departments within General Government Services are responsible for adopting bylaws; adopting administrative policy; levying taxes; acquiring, disposing and managing City assets; ensuring effective financial management; monitoring performance and ensuring that high quality City services standards are met.

Protective Services

The Departments within Protective Services are Police and Bylaw Enforcement; Fire Protection and Emergency Response; and Building Inspection. The mandates of these departments are to enforce laws, prevent crime, maintain peace, order and security by protecting life, property and the environment.

Engineering and Public Works

The Engineering Department is responsible for the transportation services within the City. This includes roads, storm drains, sidewalks, street lighting and trolley.

Community Services

The Departments within Community Services include Environmental and Development Services and Recreation and Cultural Services. The Environmental and Development Services Department is responsible for preparing land use plans, bylaws and policies for sustainable development of the City and for reviewing and approving new development. The Recreation and Cultural Services Department is responsible for providing, facilitating the development of, and maintaining high quality parks, recreation facilities and cultural services.

Utility and Enterprise Services

This Department is responsible for administering the Sewer Franchise Agreement (note 6) for the City.

The accounting policies used in these segments are consistent with those followed in the preparation of the financial statements as disclosed in Note 1. The following table provides additional financial information for the foregoing segments. Taxation and grants in lieu of taxes are apportioned to the functions based on their share of the net budgeted expenditures in the Financial Plan.

Note 17 2019 Segmented Information (Continued)

	General Government Services	Protective Services	Engineering and Public Works	Community Services	Utility and Enterprise Services	Total
Revenue:						
Taxation	$ 6,045,281	$ 11,986,866	$ 4,018,592	$ 10,869,980	$ -	$ 32,920,719
Utility charges	-	-	-	-	5,000	5,000
Government transfers	498,000	914,110	3,232,928	1,245,867	-	5,890,905
Commercial leasing	51,608	98,974	-	5,612,574	-	5,763,156
Other	4,811,065	80,525	56,949	4,277,600	10,784,310	20,010,449
Licences and permits	29,610	2,750,445	180,389	774,426	-	3,734,870
Developer and property owner contributions	3,513,105	20,000	15,236,123	3,257,067	2,544,406	24,570,701
Development cost charges	-	-	839,629	2,573,837	-	3,413,466
Casino	-	-	1,433,991	-	-	1,433,991
Total Revenue	14,948,669	15,850,920	24,998,601	28,611,351	13,333,716	97,743,257
Expenses:						
Salaries, wages and employee benefits	3,117,907	5,019,730	1,995,821	2,976,949	-	13,110,407
Contracted and general services	1,866,532	8,149,154	4,265,372	14,227,278	9,241,729	37,750,065
Materials, goods, supplies and utilities	595,214	566,021	575,728	1,036,906	-	2,773,869
Other	887,521	230,058	818,461	1,409,936	-	3,345,976
Amortization	271,869	455,237	4,880,425	2,719,405	715,235	9,042,171
Total Expenses	6,739,043	14,420,200	12,535,807	22,370,474	9,956,964	66,022,488
Annual surplus (deficit)	$ 8,209,626	$ 1,430,720	$ 12,462,794	$ 6,240,877	$ 3,376,752	$ 31,720,769

Note 17 2018 Segmented Information (Continued)

	General Government Services	Protective Services	Engineering and Public Works	Community Services	Utility and Enterprise Services	Total
Revenue:						
Taxation	$ 5,101,562	$ 10,052,915	$ 6,362,780	$ 8,777,667	$ -	$ 30,294,924
Utility charges	-	-	-	-	5,000	5,000
Government transfers	184,177	824,641	1,749,586	63,394	-	2,821,798
Commercial leasing	44,100	213,565	-	5,029,808	-	5,287,473
Other	3,766,613	64,424	33,021	3,821,988	10,876,787	18,562,833
Licences and permits	23,420	2,057,397	244,665	1,005,102	-	3,330,584
Developer and property owner contributions	4,554,403	34,100	27,803,196	3,872,555	3,035,188	39,299,442
Development cost charges	-	-	3,262,243	79,810	-	3,342,053
Casino	222,735	-	1,211,970	-	-	1,434,705
Total Revenue	13,897,010	13,247,042	40,667,461	22,650,324	13,916,975	104,378,812
Expenses:						
Salaries, wages and employee benefits	2,622,011	4,253,657	1,999,241	3,043,877	-	11,918,786
Contracted and general services	1,194,302	6,923,932	5,521,019	11,277,660	2,098,712	27,015,625
Materials, goods, supplies and utilities	629,059	512,883	470,530	1,172,314	-	2,784,786
Other	385,457	223,163	7,921,330	2,523,829	-	11,053,779
Amortization	268,694	440,929	4,612,351	2,396,207	677,505	8,395,686
Total Expenses	5,099,523	12,354,564	20,524,471	20,413,887	2,776,217	61,168,662
Annual surplus (deficit)	$ 8,797,487	$ 892,478	$ 20,142,990	$ 2,236,437	$ 11,140,758	$ 43,210,150

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Staff Report

to

Council

Date: 04/05/2020

Department: **Finance**

Subject: 2020-2024 Five-Year Financial Plan Bylaw No. 1894 and 2020 Tax Rates Bylaw No. 1895

Background

The *Community Charter* requires Council to adopt a Five-Year Financial Plan (the Plan) each year and, after the adoption of the Plan but before May 15th, to adopt a tax rate bylaw. Bylaws No. 1894 and No. 1895 satisfy these requirements. Copies of these bylaws are attached.

Commentary

At the Regular Council Meeting on March 2, 2020, Council approved the 2020-2024 Five Year Financial Plan and directed staff to bring forward the 2020-2024 Five Year Financial Plan Bylaw, 2020 and the Tax Rates Bylaw 2020.

The 2020 – 2024 Five Year Financial Plan approved by Council had a tax increase of 3.49% in 2020. Council's priority of public safety services make up 2% of the tax increase this year, the second of a five-year plan, with 1% to fire, 1% to police for additional resources to meet the requirements of growth within in the City. It also included the first year of a five-year plan for 1% annual tax increase that would initially be used to fund land-banking purchases in the downtown core. After five years, the annual 1% tax increases will roll into Asset Replacement Reserves to provide funding for an Asset Management Plan that will be required by the Provincial and Federal Governments. The additional 0.49% is to cover increased costs of service due to inflation and growth of the City.

At this time of uncertainty and given the timing of the preparation of the budget that was approved being before this uncertainty, work has been done to analyze and evaluate the 2020 budget to determine whether there are areas of concern or risk associated with the COVID-19 impact on the City. Upon further analysis, while some actuals may end up lower than budgeted and others may be higher than budgeted, staff believe that the 2020 budget, approved on March 2nd with the following amendments to decrease the tax increase from 3.49% to 1.90%, is appropriate.

Change	**Impact to tax dollars required**
Postpone Land Banking Initiative to 2021	($380,000)
Increase RCMP ME's	$ 100,000
Increase RCMP Contract	$ 110,000
Increase legal budget	$ 25,000
Move construction of McCallum/Florence Lake Rd Improvements and Peatt Rd @ Brock Roundabout to 2020 from 2021	$0 (this is entirely funded through DCCs)
Postpone Council and Staff Conferences and Training	($50,000)
Postpone Car Sharing program	($35,000)
Postpone transfer to Infrastructure Sustainability Reserve	($85,000)
Fund all capital from reserves	($173,500)
Total (decrease)	**($488,500)**

With the proposed tax rate, the City will continue to maintain some of the lowest residential taxes in the region and the province for a similar sized municipality. The following table shows Langford's residential property taxes in comparison to others in the region and similar sized municipalities throughout the province. Note that this number is indicative of the total tax bill not just the municipal portion (i.e. including Regional District, Hospital District, School Taxes, BC Transit, BC Assessment, MFA, etc)

Municipality	**2019**
Langford	3,030
Metchosin	3,178
Colwood	3,751
North Cowichan	3,792
View Royal	3,795
Sooke	3,818
Highlands	3,900
Penticton	4,126
Vernon	4,202
Courtenay	4,215
North Saanich	4,216
Esquimalt	4,263
Sidney	4,343
Campbell River	4,432
Langley	4,506
Mission	4,628
Central Saanich	4,773
West Kelowna	5,244
Victoria	5,574
Saanich	5,608
North Vancouver	5,899
Port Moody	6,485
Oak Bay	7,968
West Vancouver	10,416

Table 2, shows the percentage of property to average household income for all CRD municipalities as well as similar sized municipalities in BC and shows how affordable Langford property taxes are as a percentage of average household income.

Municipality	Average Household Income	Average 2019 Property Tax	2019 % PT to Household Income
Metchosin	94,660.41	3,178	3.36%
Langford	86,780.78	3,030	3.49%
Highlands	111,819.74	3,900	3.49%
North Saanich	111,589.64	4,216	3.78%
Colwood	92,546.28	3,751	4.05%
View Royal	90,737.88	3,795	4.18%
Sooke	77,020.36	3,818	4.96%
Central Saanich	93,576.88	4,773	5.10%
North Vancouver	112,329.63	5,899	5.25%
North Cowichan	69,321.13	3,792	5.47%
Mission	84,434.39	4,628	5.48%
West Kelowna	90,681.70	5,244	5.78%
Sidney	68,965.71	4,343	6.30%
Campbell River	69,640.89	4,432	6.36%
Port Moody	100,382.71	6,485	6.46%
Esquimalt	65,275.44	4,263	6.53%
Vernon	64,118.45	4,202	6.55%
Saanich	83,486.97	5,608	6.72%
Courtenay	62,076.70	4,215	6.79%
Langley	64,225.40	4,506	7.02%
Penticton	58,572.24	4,126	7.04%
Oak Bay	101,038.44	7,968	7.89%
Victoria	57,391.49	5,574	9.71%
West Vancouver	97,018.68	10,416	10.74%

City of Langford 2020-2024 Financial Plan Bylaw No. 1894, 2020 gives authority for the City to spend for operating and capital purposes in 2020.

City of Langford Tax Rates Bylaw No. 1895, 2020 gives authority for the City to levy taxes for municipal, regional district and hospital purposes in 2020.

Council also considers the distribution of taxes among property classes with the objective of maintaining a stable and equitable burden. Council has determined that the burden on commercial properties is not

competitive and has embarked on a program of reducing the commercial multiple by 0.05 each year for 10 years. The multiple has been set at 2.80 for 2020.

Options

1. That Council:
    a. Approve the reduction of the tax increase from 3.49% to 1.90%, and
    b. That Council proceed with consideration of City of Langford 2020-2024 Financial Plan Bylaw No. 1894, 2020 first, second, third readings and final adoption, and
    c. That commercial class multiples in 2020 be set at 2.80, and
    d. That Council proceed with consideration of City of Langford Tax Rates Bylaw No. 1895, 2020 first, second, third readings and final adoption.

OR

2. That Council:
    a. Approve a tax increase of ___% for 2020, and
    b. Direct staff to prepare the 2020-2024 Financial Plan Bylaw and 2020 Tax Rates Bylaw as per the % increase outlined in 'a' above and bring these two bylaws to a Special Council meeting before May 14, 2020.

Respectfully Submitted,

Submitted by:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence	Audrey Kryklywyj, Deputy Director of Finance
Concurrence	Adriana Proton, Manager of Legislative Services
Concurrence	Chris Aubrey, Fire Chief
Concurrence	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering
Concurrence	Matthew Baldwin, MCIP, RPP, Director of Planning
Concurrence	Darren Kiedyk, Chief Administrative Officer

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Staff Report

to

Council

Date:	May 4, 2020
Department:	**Planning**
Subject:	TUP20-0002; Application to allow Flight Cannabis Co. (1163038 BC Ltd.) to operate a Cannabis Retail Store at #101 977 Langford Parkway by means of a Temporary Use Permit.

Background

Following the Federal Government's decision to legalize non-medical cannabis, the City of Langford undertook a pilot project where a Request for Proposals (RFP) process was initiated in 2018. This process resulted in a number of cannabis retail applicants being selected to apply to operate non-medical cannabis retail stores within the City of Langford. Rather than change Section 3.02.02(5) of Zoning Bylaw No. 300 to generally allow cannabis retailing, the City determined that a best practice would be by way of issuance of a Temporary Use Permit on a case by case basis. Flight Cannabis Co. (1163038 BC Ltd.) has become a successful applicant in that process to also obtain the necessary Provincial approvals.

The Liquor and Cannabis Regulation Branch (LCRB) of British Columbia has completed the required financial integrity checks and security screenings for Flight Cannabis Co. (1163038 BC Ltd.) and all persons associated with the applicant.

In order for the Province to issue a Non-Medical Cannabis Retail Store licence (CRS) under the Cannabis Control and Licencing Act, a positive recommendation is required from the local government. Flight Cannabis Co. (1163038 BC Ltd.) has expressed interest in opening a retail store to be located at #101 977 Langford Parkway.

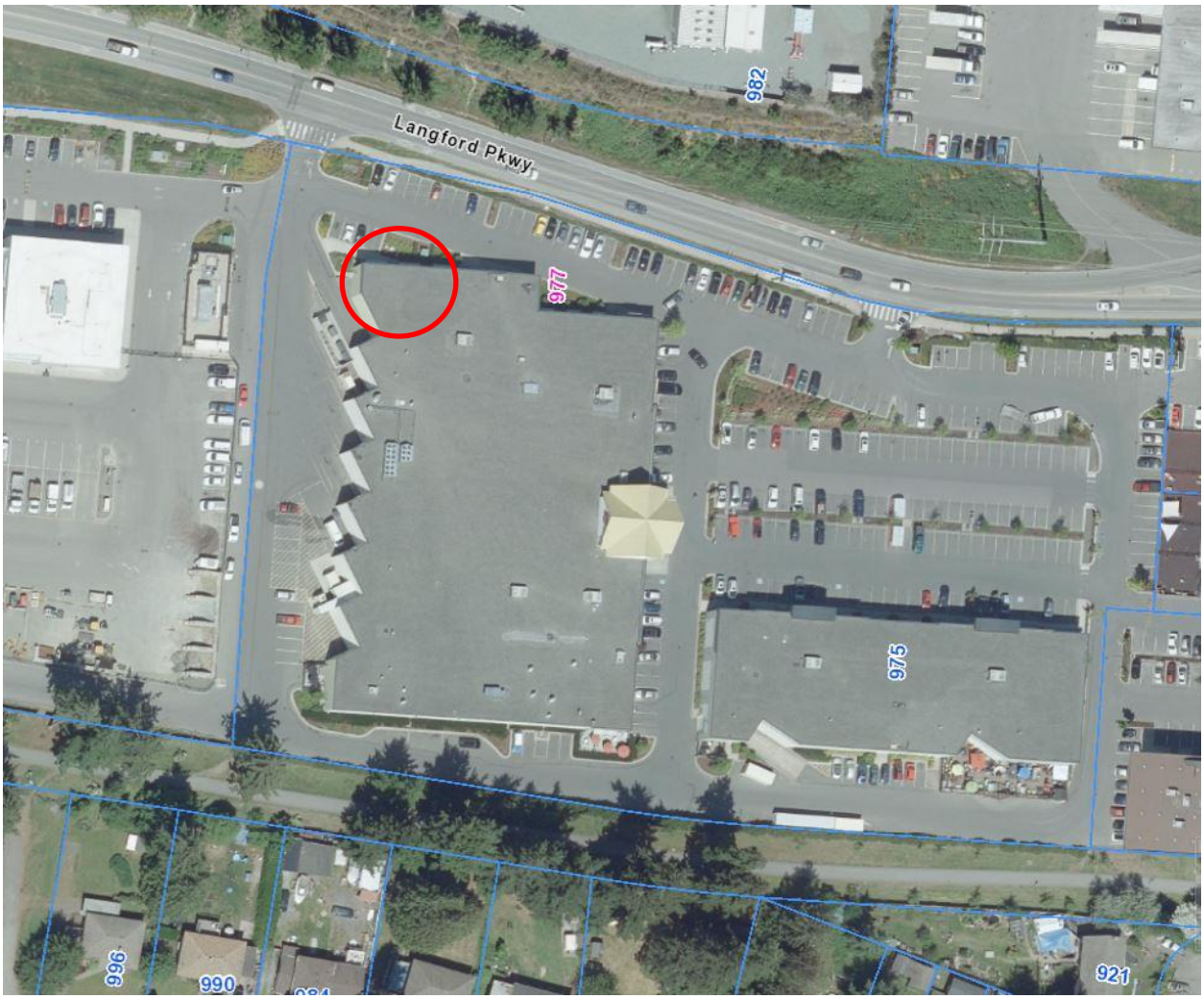


Figure 1: Proposed location of Flight Cannabis Co. (1163038 BC Ltd.) Cannabis Retail Store.

Commentary

The proposed location is zoned Comprehensive Development 2 - Hull's Field (CD2) and is designated as Neighbourhood Center in the Official Community Plan. Liquor Stores and licenced premises pursuant to the *Liquor Control and Licencing Act* are permitted uses under the CD2 zone which would be the relatively closest permitted use in this zone to the proposed Cannabis Retail Store. The proposed cannabis retail store will be located in the same building around the corner from an existing liquor store. The building is flanked on the east and west by commercial, retail and office buildings with the same zoning. To the north there is light industrial warehouse building which is zoned for general industrial uses. To the south there are residential homes that are screened and separated by a solid fence and a walking trail.

As part of the RFP process some guiding principals were considered to aid in determining what would be an acceptable location for this type of retail business within the City and which would allow consideration of issuing a Temporary Use Permit. These guidelines are not steadfast rules but rather guiding principles.

In this regard, the retail sale of non-medical cannabis is preferred, but not strictly required, to not be located within:

1. 500 metres of any other location where the retail sale of Cannabis Products for non-medical use has been authorized;
2. 300 metres of any school;
3. 300 metres of any group daycare;
4. 150 metres of Centennial Park, Veterans Memorial Park, City Centre Park, Westhills YMCA, any Regional or Provincial Park, or Langford, Glen, or Florence Lakes; and,
5. 50 metres of any land Zoned R1 (One-family Residential) or R2 (One and Two-Family Residential), except within the designated City Centre.

Each applicant was to provide/demonstrate a detailed description of the Proponent's proposed business plan for undertaking the retail sale of cannabis products for non-medicinal use within the City's boundaries. Proposals addressed how they planned to comply with a number of important factors, including the proposed plans for:

- Ensuring that the retail sale of Cannabis Products for non-medicinal use is in compliance with the Regulatory Framework and all applicable City bylaws;
- Providing appropriate security measures associated with the premises from which the retail sale of Cannabis Products for non-medicinal use will occur;
- Minimizing the impact on the neighbourhood of the retail sale of Cannabis Products for non-medicinal use;
- Addressing nuisance issues relating to public use of Cannabis Products for non-medicinal purposes;
- Addressing impairment issues relating to public use of Cannabis Products for non-medicinal purposes; and,
- Providing educational initiatives and materials associated with the above impacts and related social concerns;

These items have also been addressed in the *Cannabis Retail Store Terms and Conditions Handbook* which outlines the requirements of the *Cannabis Control and Licencing Act of British Columbia*.

The applicant submitted a proposal in response to the RFP. The applicant's proposed location at #101 977 Langford Parkway is located 1117m from the closest authorized cannabis retail store which is located at #105 & #111 945 Reunion Avenue and approximately 1160m away from the closest school which is Belmont Secondary School. The closest daycare would be Kids & Company Daycare which is located at 965 Langford Parkway and is approximately 232m away. It is 840m away from Langford Lake South east end beach. Westhills YMCA is over 1000m away. The closest land zoned R1 or R2 would be located to the South with the closest property being 135m away. The applicant's proposal has demonstrated how they plan to address and comply with the factors included in the RFP and compliance to these factors would be a condition of issuance of a Temporary Use Permit.

With Council's approval a business licence would be issued under a Temporary Use Permit and would be valid for the period of up to three years. The TUP would be subject to an occupancy permit being issued for the tenant improvement located at #101 977 Langford Parkway by the City and the three year term would commence on that date.

Financial Implications

As a condition of approval by Council of a Temporary Use Permit, the applicant would be required to enter into an agreement with the City of Langford as security for compliance with commitments in its proposal in response to the RFP and, in particular, its commitments under section 6(c) of the RFP.

Legal Implications

Pursuant to Sec. 497 of the *Local Government Act,* the City may issue a Commercial Temporary Use Permit (TUP) for a period of up to three years. The *Local Government Act* also allows a temporary use permit to be extended for a maximum of an additional three years. If the holder of a TUP wishes to conduct the temporary use beyond the six (6) year period, they are required to make a new application to Council for a TUP or apply for a rezoning.

Council does regulate temporary use permits through part 3 of the Zoning Bylaw No. 300 Section 3.27.03(1) and 3.27.04 which gives Council the right to require that the form and character of the building meets the guidelines for commercial properties and has the option to require information pertaining to the property, such as a storm water management plan and /or a parking plan, for example.

Both the Official Community Plan and the General Commercial Development Permit area guide Council regarding decisions about appropriate land use and design for the subject property.

Options

1. Whereas:
    A. The non-medicinal use of cannabis and cannabis related products has historically been prohibited by federal law in Canada and, as a result, has historically been prohibited by the City under its Zoning Bylaw No. 300;
    B. On October 17, 2018, the Federal Government legalized the non-medicinal use of cannabis and cannabis products;
    C. The Federal Government and the Provincial Government have developed a regulatory framework for the retail sale of cannabis and cannabis products for non-medicinal use;
    D. The City wishes to authorize the retail sale of cannabis and cannabis products within its boundaries, but recognizes that there are challenges associated with it doing so;
    E. The City issued the Request for Proposals for the Retail Sales of Cannabis and Cannabis Related Products to seek proposals from individuals and organizations interested in undertaking the retail sale of cannabis and cannabis products for non-medicinal use within the City's boundaries, and required that proposals include details as to how the challenges with the retail sale of cannabis and cannabis products would be addressed;
    F. The City received and reviewed over 30 proposals in response to the Request For Proposals, and identified Flight Cannabis Co. (1163038 BC Ltd.) proposal as one that best addressed the challenges with the retail sale of cannabis and cannabis products; and,
    G. Flight Cannabis Co. (1163038 BC Ltd.) is committed to assisting the City and taking positive steps to address the challenges with the retail sale of cannabis and cannabis products, Subject to an occupancy permit for the tenant improvement to #101 977 Langford Parkway being issued by the City.

That Council:

2. Proceed with consideration of issuing a Temporary Use Permit TUP20-0002 to Flight Cannabis Co. (1163038 BC Ltd.) to operate a Cannabis Retail Store at #101 977 Langford Parkway, subject to the terms and conditions in the Temporary Use Permit. Commencement of the TUP would be subject to an occupancy permit for the tenant improvement to #101 977 Langford Parkway being issued by the City of Langford.

OR

3. Take no action with respect to the Temporary use Permit at this time.

Respectfully submitted,

Submitted by:	Kory Elliott, Planning and Land Development Technician-email approved
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning-email approved
Concurrence:	Chris Aubrey, Fire Chief-email approved
Concurrence:	Lorne Fletcher, Manager of Community Safety and Municipal Enforcement-email approved
Concurrence:	Cory Manton, Manager of Parks and Recreation-email approved
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering-email approved
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning-email approved
Concurrence:	Adriana Proton, Manager of Legislative Services-email approved
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance-email approved
Concurrence:	Braden Hutchins, Director of Corporate Services-email approved
Concurrence:	Darren Kiedyk, Chief Administrative Officer-email approved

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Staff Report to Council

Date: **May 4, 2020**

Department: **Planning**

Application No.: **Z20-0005**

Subject: **Application to Rezone 721 - 769 Meaford Avenue from R1 (One-Family Residential) to MUE4 (Mixed-Use Employment 4) to Allow for Multi-Family Residential and/or Commercial Development**

PURPOSE

Niall Paltiel of Keycorp Planning Ltd. has applied on behalf of C.R.M. Properties Ltd. to rezone 721-769 Meaford Avenue from R1 (One-Family Residential) to a new MUE4 (Mixed-Used Employment) zone to allow for a future development of multi-family residential and/or commercial uses.

BACKGROUND

PREVIOUS APPLICATIONS

One of the subject properties (767 Meaford) received a Temporary Use Permit (TUP18-0001) for the storage of materials and a laydown yard, which was associated with the construction of a multi-family residential building across the road at 728 Meaford Avenue.

Table 1: Site Data

Applicant	Niall Paltiel, Keycorp Planning Ltd.	
Owner	C.R.M. Properties Ltd	
Civic Addresses	721-769 Meaford Avenue	
Size of Properties	3.2 hectares (7.8 acres)	
DP Areas	Riparian	
Zoning Designation	Existing: R1 (One-Family Residential)	Proposed: MUE4 (Mixed-Use Employment 4)
OCP Designation	Existing: City Centre	Proposed: City Centre

SITE AND SURROUNDING AREA

The properties are vacant and situated between Meaford Avenue to the north, Veterans Memorial Parkway to the east, Lowe's to the south, and single-family homes to the west. Sparse vegetation exists on the property, which consists of scrub type bushes and younger conifers. A portion of the eastern property contains larger stands of trees and thick ground cover, but this is located in the City of Colwood and is located with their Riparian DP area due to its proximity to Colwood Creek.

Figure 1 – Subject Properties



Table 2: Surrounding Land Uses

	Zoning	***Use***
North	R1 (One-Family Residential) RM2 (Attached Housing) MU1A (Mixed Use Residential Commercial A) C3 (District Commercial) CS1 (Service Commercial)	Residential Multi-Family Residential Multi-Family Residential Residential Residential
East	A1 (Rural 1) – City of Colwood	Vacant
South	C3 (District Commercial)	Commercial
West	R1 (One-Family Residential)	Residential

COMMENTS

OFFICIAL COMMUNITY PLAN

The Official Community Plan (OCP) Bylaw No. 1200 designates the subject property as 'City Centre', which is defined by the following text:

- A major regional growth and employment centre that supports a wide range of high-density housing, including affordable and rental housing, in conjunction with commercial, office, institutional and light industrial uses;
- A place with the highest degree of inter-city connection through a regional transportation network and transportation hubs;
- A place where a wide range of public squares, parks, and open spaces are integrated throughout;
- A place of community gathering and celebration where civic uses and public buildings are key landmarks; and
- A place of interactive and animated streetscapes where public art and public space are employed to celebrate local cultural and natural history.

DEVELOPMENT PERMIT AREAS

There is one small portion of the site located within an environmental Development Permit (DP) area, that being the Riparian DP area. This area is located in the southeastern corner and is due to the proximity to Colwood Creek. A DP would need to be issued in this regard and is anticipated to correspond with the DP that would be needed on Colwood's side of the property.

Additionally, as these properties are located within the 'City Centre' OCP designation, DP's for Form and Character would be needed for all proposed buildings. The design of future buildings as well as an overall site plan would need to be submitted and comply with Langford's Design Guidelines as well as the City Centre objectives.

A Development Permit would also be needed prior to land alteration as the City Centre DP area is designated as a commercial revitalization area. Currently there are no exemptions for land alterations with this DP area, except for removal of hazardous trees. Council may wish to consider providing an exemption to allow land alterations within a commercial revitalization area if the land is not located within an environmental development permit area.

DEVELOPMENT PROPOSAL

Details of any future build out or specific uses are not fully known, but are anticipated to include multi-family residential and an automobile dealership. The proposed new zone will allow for a variety of uses that include retail/commercial (automobile dealership, hotel, office, restaurant), business/technology (electronic sales and manufacturing, educational and recreational uses), and/or multi-family residential.

Details of how any proposed building would look will need to be worked through at the Development Permit stage. Council may wish to require the details of where buildings will be located and what uses they contain be worked out through an overall master plan DP to ensure it complies with City bylaws, policies, and objectives.

Table 3: Proposed Data

	Permitted by R1 (Current Zoning)	**Permitted by MUE4 (Proposed Zoning)**
Permitted Uses	• One-Family Dwelling • Group Daycare	• Townhomes • Apartments • Hotels • Restaurants • Retail Stores • Automotive Dealership • Recreational Facility • Offices
Density	550m² lots	6.0 FAR
Height	9m (30 ft)	N/A
Site Coverage	35%	N/A
Front Yard Setback	7.5m (25 ft)	5.5m (townhouse) 2.0m (commercial/multi-family)
Interior Side Yard Setback	1.5m (5 ft)	1.5m (townhouse) 4.0m (commercial next to residential)
Exterior Side Yard Setback	(4.5m (15 Ft)	3.5m (townhouse) 2.0m (commercial/multi-family)
Rear Yard Setback	7.5m (25 ft)	5.5m (townhouse) 2.0m (commercial/multi-family)
Parking Requirement	2 per dwelling	As per Part 4 of Bylaw 300

NEW MUE4 ZONE SPECIFICATIONS

A proposed new MUE4 Zone has been drafted, based on the MUE1 (Mixed-Use Employment) zone, which applies to the large parcel of land located southwest of the Leigh Road interchange. The main difference between these two zones would be the allowable density and amenity contributions as outlined in the proposed zone specifications attached as Appendix C.

This new MUE4 zone would allow for a range of uses and a density ratio that has the potential to create a mixed-use area that includes commercial/retail and residential. However, given the range of potential uses but no final commitments with respect to a site plan at this point, Council may wish to establish some baseline requirements to ensure the future build out is in a shape and form that compliments the City Centre. Council may wish to require the following standards for this site:

- That any residential building proposed along Meaford Avenue provide commercial/retail space within all of the ground floor units that face Meaford Avenue, with a minimum 370m² (4,000 ft²) of commercial space provided.
- That the northeast corner at Meaford Avenue and Veterans Memorial Parkway be the location for a building that has a minimum footprint of 1,000m² (10,800 ft²) and be at least 2-storeys in height at the corner, or at least be designed to resemble 2-storeys at the corner.
- That the minimum floor area ratio for the overall site be 2.0.
- That a master plan for the entire site be accepted by the Director of Planning prior to issuance of a Development Permit for Form and Character.
- That plazas / open space areas are planned for within the master plan.
- That a vehicle connection through the site that allows the general public to pass be provided from Revilo Place to Meaford Avenue.

FRONTAGE IMPROVEMENTS

The subject properties front Meaford Avenue, the end of Revilo Place, and a small portion of Veterans Memorial Parkway.

Veterans Memorial Parkway (VMP)

Road improvements along VMP are considered completed, but any additional requirements would come from the Ministry of Transportation and largely coordinated with the City of Colwood, as the majority of VMP associated with this development is within Colwood.

Revilo Place

Revilo Place will connect to the site, and possibly for emergency access purposes only. If this extension through the site is dedicated as municipal road, it would need to be built to Bylaw 1000 standards to the satisfaction of the Director of Engineering.

Meaford Place

Road dedication and improvements will be required along Meaford Avenue. The improvements would be designed to the R1 cross-section of Bylaw 1000 and include the following:

- Red brick paver sidewalk;
- Road edge parking;
- Landscaped boulevard;
- Street lights.

SEWERS

Sewer mains exist within Revilo Place and Meaford Avenue. Any improvements or modifications needed to the sewer mains within the municipal road right-of-way will be constructed by West Shore Environmental Services at the applicant's expense.

DRAINAGE AND STORMWATER MANAGEMENT

As the site develops over time, an engineer of record would need to submit a detailed stormwater management plan, to the satisfaction of the Director of Engineering outlining how stormwater will be managed onsite. However, as a condition of rezoning, Council may wish to request the applicant to provide a preliminary technical memo in this regard from a qualified engineer, to the satisfaction of the Director of Engineering.

VEHICLE ACCESS AND ROAD NETWORK

The applicant is requesting that the City rezone these properties before a detailed development plan or a road network plan is finalized. Council may wish to request the applicant provide a Transportation Impact Assessment (TIA) prior to 2nd reading. From the TIA, any recommended road network improvements necessary to accommodate the increased density would then be secured in a covenant and implemented prior to issuance of a building permit. Any density proposed in the future beyond what this TIA assessed, would require that an additional TIA Terms of Reference be developed in concert with the Ministry of Transportation and Infrastructure as per their request.

Details of any internal roads onsite also need to be presented prior to issuance of a master plan development permit in order to plan appropriately for future traffic flows through the site and to/from access points. This would be secured in the same covenant as noted above.

AMENITY CONTRIBUTIONS

Given the size of this site and the potential density that could be achieved, it's possible that amenity contributions generated by this development could be around $3,000,000. This is based on Council's current policy and compared to the residential development that has recently completed on the north side of Meaford Avenue (728 Meaford Avenue), which has a FAR of 4.0. However, without knowing how this site will develop, Council may wish to require some amenity contributions as a lump sum upfront, similar to how amenity contributions were requested on the Belmont Market site.

It is anticipated that this site would not be entirely residential, but would also include an automobile dealership. There would also be land used for roads, plazas/open space and parking throughout the site, so an upfront lump sum General Amenity Contribution of $1,000,000 may be reasonable. Additional General Amenity Contributions would be collected on a per unit basis once the lump sum contribution rate equals the number of units created. The Affordable Housing Amenity Fund would be collected on a per unit basis throughout the build out. The lump sum contribution could be collected over four minimum payments of $250,000 every 6-months beginning in December of 2020 if commencement of any residential building has not started yet.

FINANCIAL IMPLICATIONS

Rezoning the subject property to permit a higher density of development will increase the assessed value of lands and increase municipal revenue due to the number of units created. As the developer must complete all frontage improvements, the direct capital costs to the City associated with this development will be negligible. A summary of Amenity Contributions and Development Cost Charges that the developer will be expected to pay, is outlined in Tables 4 and 5 below.

FINANCIAL CONTRIBUTIONS

Council's Amenity Contribution Policy
The amenity contributions similar to Council's current Affordable Housing, Park and Amenity Contribution Policy are summarized in Table 4 below.

Table 4 – Amenity Contributions

Amenity Item	**Contribution Rate**
General Amenity Reserve Fund	$1,000,000 in four lump payments of $250,000 + $712.50 per unit after 515 units have been created
Affordable Housing Reserve Fund	$750* per unit

**** The applicant is entitled to a 50% or 75% reduction depending on the use and height, for units above the 4th storey.***

Table 5 – Development Cost Charges

Development Cost Charge	**Per unit / area contribution**	**Total**
Roads	$3,188 (multi-family) $55.78 (commercial m²)	TBD
Park Improvement	$1,890 (multi-family)	TBD
Park Acquisition	$1,100 (multi-family)	TBD
Incremental Storage Improvement Fees	$331.65 (multi-family) $140/1000ft² (commercial)	TBD
Integrated Survey Area	$35 per lot	TBD
Subtotal (DCCs paid to City of Langford)		TBD
CRD Water	$2,557 (multi-family) $10.74/m² (commercial)	TBD
School Site Acquisition	$600 (multi-family)	TBD
TOTAL (estimate) DCCs		**TBD**

OPTIONS

Option 1

That Council:

1. Proceed with consideration of 1st reading of Bylaw No. 1893 to amend the zoning designation of the properties located at 721, 749, 755, 759, 767, and 769 Meaford Avenue from R1 (One-Family Residential) to a new MUE4 (Mixed-Use Employment 4) Zone subject to the following terms and conditions:

    a) That the applicant provides, **as a bonus for increased density**, the following contribution prior to issuance of a building permit:

        i. $250,000 by December 1, 2020, or prior to the issuance of the first Residential Building Permit, whichever is first; and

        ii. $250,000 by June 1, 2021, or 180 days from the issuance of the first Residential Building Permit, whichever is first; and

        iii. $250,000 by December 1, 2021, or 365 days from the issuance of the first Residential Building Permit, whichever is first; and

        iv. $250,000 by June 1, 2022, or 545 days from the issuance of the first Residential Building Permit, whichever is first; and

        v. $712.50 per unit after 515 units have been created towards the General Amenity Reserve Fund; and

        vi. $10.75 per m² ($1.00 per ft²) of gross floor area per commercial and/or business development towards the General Amenity Reserve Fund; and

        vii. $750* per unit towards the Affordable Housing Reserve Fund.

        *subject to reductions depending on the use and height in accordance with the Affordable Housing and Amenity Contribution Policy.

    b) That the applicant provides, **prior to 2nd reading,** 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; and

        ii. A Transportation Impact Assessment, to the satisfaction of the Director of Engineering and the Ministry of Transportation and Infrastructure.

    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 an overall mixed-use master plan implementing the objectives of the City Centre OCP designation be provided to the satisfaction of the Director of Planning prior to issuance of a Form and Character Development Permit for the site; and

        ii. That plazas / open space areas are included in the master plan; and

iii. That any residential building proposed along Meaford Avenue provides a minimum 370m² (4,000 ft²) of commercial/retail space within all the ground floor units facing Meaford Avenue; and

iv. That the northeast corner at Meaford Avenue and Veterans Memorial Parkway be the location of a building that has a minimum footprint of 1,000m² (10,800ft²) and be 2-storeys in height at the corner, or at least be designed to resemble 2-storeys at the corner; and

v. That the minimum floor area ratio for the overall site be 2.0; and

vi. That a no-build covenant be registered on all the subject properties, which can be released upon the consolidation of the subject properties and when at least 4.0m (13 ft) along the frontage of 755, 759, and 767 Meaford Avenue is dedicated as road; and

vii. That all road dedication of new roads and/or widening of existing roads is provided prior to issuance of a building permit or subdivision approval, whichever is first, to the satisfaction of the Director of Engineering and Approving Officer; and

viii. That an access route through the site be provided from Revilo Place to Meaford Avenue, which could be for emergency access purposes only; and

ix. That the recommendations from the Traffic Impact Assessment be completed prior to issuance of a building permit or subdivision approval, whichever is first, to the satisfaction of the Director of Engineering and the Ministry of Transportation and Infrastructure; and

x. That an additional Traffic Impact Assessment be completed and works implemented for any additional density proposed beyond what the original TIA assessed; and

xi. That all frontage improvements to Bylaw 1000 standards are provided prior to issuance of a building permit or subdivision approval, whichever is first, to the satisfaction of the Director of Engineering;

xii. That a storm water management plan be provided prior to issuance of a building permit or subdivision approval, whichever is first, and implemented as per Bylaw 1000, all to the satisfaction of the Director of Engineering; and

xiii. That a construction parking and traffic management plan be provide prior to the issuance of a building permit, to the satisfaction of the Director of Engineering; and

xiv. That the required residential 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.

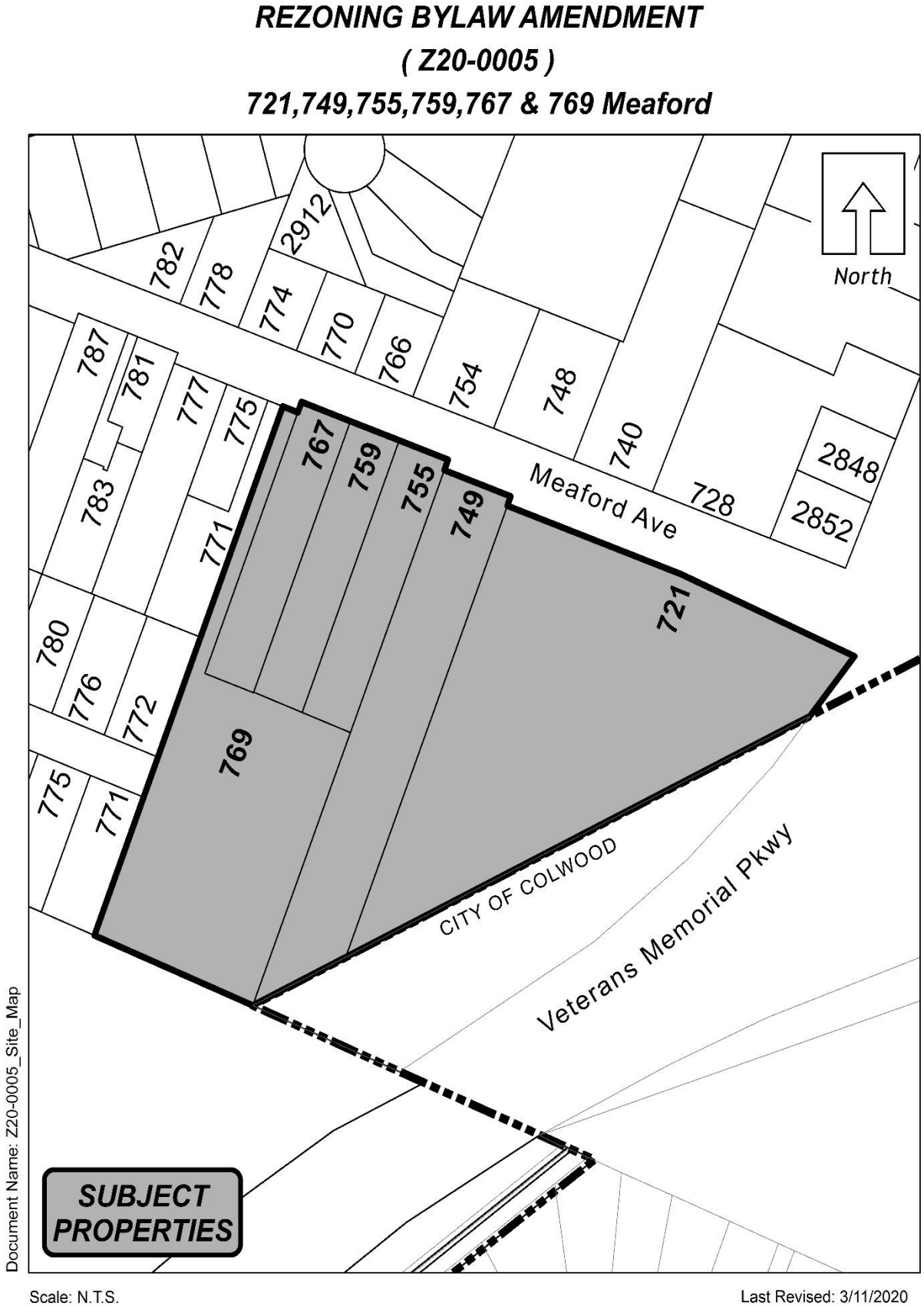
OR Option 2

2. Take no action at this time with respect to Bylaw No. 1893.

Submitted by:	Robert Dykstra, MCIP, RPP Land Development Planner-Email Approved
Concurrence:	Matthew Baldwin, MCIP, RPP, Director of Planning-Email Approved
Concurrence:	Adriana Proton, Manager of Legislative Services-Email Approved
Concurrence:	Chris Aubrey, Fire Chief-Email Approved
Concurrence:	Lorne Fletcher, Manager of Community Safety and Municipal Enforcement-Email Approved
Concurrence:	Cory Manton, Manager of Parks and Recreation-Email Approved
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering-Email Approved
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning-Email Approved
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance-Email Approved
Concurrence:	Darren Kiedyk, Chief Administrative Officer-Email Approved

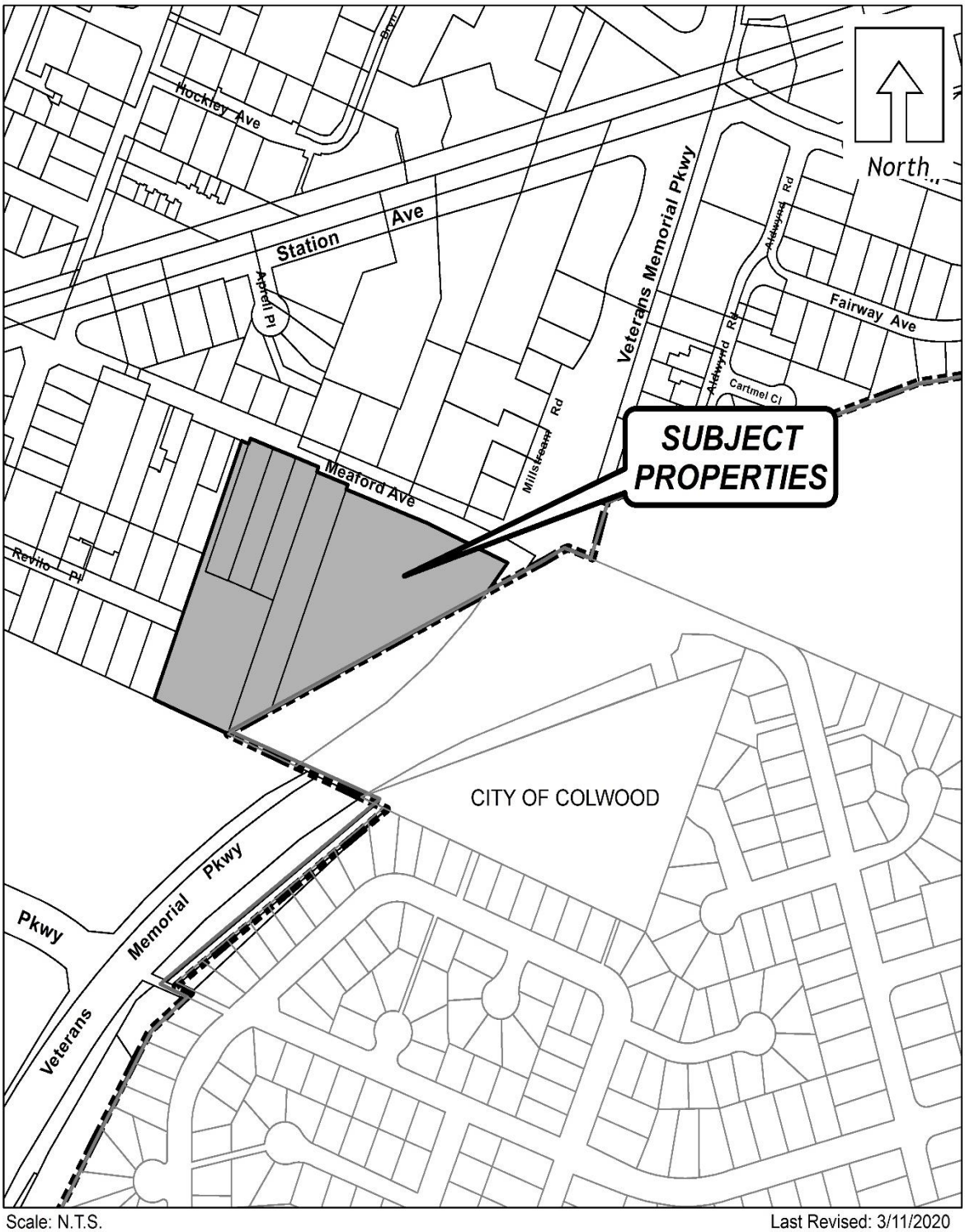
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Appendix A
SUBJECT PROPERTY



Appendix B
LOCATION MAP

REZONING BYLAW AMENDMENT
(Z20-0005)
721,749,755,759,767 & 769 Meaford



Document Name: Z20-0005_Location_Map

Scale: N.T.S.

Last Revised: 3/11/2020

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Staff Report to Council

Date:	**May 4th , 2020**
Department:	**Planning**
Application No.:	**Z19-0022**
Subject:	**Bylaw No. 1864 – Omnibus Amendment to Zoning Bylaw No. 300 to Combine Various Residential Zones;**

PURPOSE

Bylaw No. 1864 proposes to amend Zoning Bylaw No. 300 by reducing all one- and two-family and small lot residential zones into just three types of zones: small lot, one- and two-family residential, and lakeshore residential.

BACKGROUND

At incorporation the City adopted Zoning Bylaw No. 980 from the Capital Regional District. That bylaw became the basis for Bylaw No. 300 in 1999, and included zones for various residential and rural residential uses.

Since the adoption of Bylaw No. 300, the City has reduced the minimum lots size for single-family residential use in the R2 (One- and Two-Family) residential zone, and introduced a number of small lot residential zones. The City has also introduced various zones with an "A" designation (eg: R2A) which include density bonus provision not found in the root zone. The City has also included zoning regulations specific to lands adjacent to Florence, Langford and Glen Lake.

COMMENTS

Bylaw No. 1864 proposes the following broad changes to Zoning Bylaw No. 300:

- The consolidation of the Residential Small Lot 1 (RS1), Residential Small Lot 2 (RS2), and Residential Small Lot 3 (RS3) zones into a single Residential Small Lot 1 zone, where the principal permitted use is a one-family dwelling without a suite on lots as small as 200m2, and a one-family dwelling with a suite on lots that are not less than 400m2;
- The consolidation of the One-Family Residential (R1), the One-and Two-Family Residential (R2), the One- and Two-Family Residential A (R2A), the One-to Five Family Residential (R3), the One-Family Residential 4 (R4) and Residential Small Lot 4 (RS4) zone into a single One- and Two-Family

Residential (R2) zone where the minimum lot size for a single-family dwelling with a suite is 400m2 and the minimum lot size for a two-family dwelling is 600m2 (subject to certain conditions such as lot width);

- The creation of a new Residential Lakeshore 1 (RL1) zone which encompasses all residential lots that are directly adjacent to Florence, Langford and Glen Lake and holds them to their current zoning with respect to land use and density under either One-Family Residential (R1) zone or the One- and Two-Family Residential (R2) and the One-and Two-Family Residential A (R2A) zones;
- Various amendments to Parts 1, 2, 3 and 4 of Zoning Bylaw No. 300 in order to affect the changes listed above;
- Amending the minimum lot size for a two-family dwelling in the CD12 (South Skirt Mountain) zone to bring parity between that zone and the CD3 (Westhills) zone in regards to lot size for a two-family residential use;

Council may wish to note that the changes proposed to Zoning Bylaw No. 300 through omnibus Bylaw No. 1864 have been reviewed and recommended by a select committee of the West Shore Developers' Association.

Legal and Financial
Staff see no legal or financial implications with respect to Bylaw No. 1864.

OPTIONS

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

1. Proceed with consideration of Bylaw No. 1864 as drafted; OR

2. Take no action at this time with respect to Bylaw No. 1864;

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

:mgsb

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Staff Report to Council

Date: May 4, 2020

Department: Planning

Application No.: Z19-0012

Subject: Bylaw No. 1904, Omnibus No. 51, an omnibus to create new zones for the City Centre and City Centre Core

PURPOSE

Bylaw No. 1904 proposes to amend Zoning Bylaw No. 300 by adding two new zones to Section 6 of the Zoning Bylaw. The purpose of the new zones is to create regulations specific to the downtown core and outlying city centre areas that will ensure future redevelopment aligns with the vision and design objectives captured within the Design Guidelines for Langford's City Centre contained in the Zoning Bylaw.

BACKGROUND

Three zones, the C8 and C8A, Community Town Centre Pedestrian, Zones and the C9, Community Town Centre Pedestrian 9, Zone were drafted specifically for properties in downtown Langford that were being redeveloped for primarily commercial uses. These zones permit uses that encourage pedestrian activity, such as retail, restaurant and personal services establishments; however, uses that do not promote as much patron traffic, such as offices for dentists, lawyers and real-estate sales, are also permitted on the ground floor in these zones. Furthermore, with a maximum allowable floor area ratio (FAR) of 2.5, the C8 and C8A zones limit the development potential to less than what is considered indicative of a downtown core, where high-density development should be concentrated and encouraged.

The Mixed-Use Zones within Langford's Zoning Bylaw were tailored to allow for high density mixed-use commercial and residential redevelopment within a wider area of Langford. While the MU1, Mixed Use Commercial Residential, Zone offers the same density provisions and uses as the C8 and C8A Zones, the MU1A and MU2, Mixed Use Commercial Residential, Zones allow for higher densities and more uses to be developed. Due to the higher allowable FAR of 4.0, and higher allowable height, 12 storeys in the MU2 Zone, developments within downtown Langford are typically redeveloped using either the MU1A or MU2 zone to allow for greater densities; however, the range of permitted uses are not necessarily appropriate to a downtown setting.

In October 2019, Council adopted new design guidelines for the City Centre that were developed in consultation with Dr. Avi Friedman. Concurrently, the Commercial Revitalization Development Permit Area was expanded from the downtown core to include the entire City Centre OCP designation area. The new design guidelines categorized the City Centre into six separate areas, each with their own density, development type and design considerations.

COMMENTS

Staff has drafted two new zones for the City Centre that allow for increased density and encourage the types of uses that will create a vibrant, walkable downtown core to align with the new City Centre design guidelines. These Zones will ultimately combine the aspects of the six Zones mentioned above that have been found to work well to achieve the objectives for redevelopment in the City Centre, while removing those aspect that have not. Ultimately, these six existing Zones can be phased out in favour of these new Zones.

The CCP, City Centre Pedestrian, Zone is intended to apply to new buildings along the major corridors of the downtown, specifically along Goldstream Avenue, Jacklin Road, Peatt Road, and within the City Hall, Matson, Strathmore, Claude, and Fountain Districts of the City Centre Design Guidelines (Appendix J of the Zoning Bylaw No. 300). The purpose of the zone is to attain redevelopment of the remaining properties within these areas of Langford's downtown core as high density commercial or mixed-use buildings with a focus on promoting pedestrian activity and connectivity. The goal of the CCP zone is also to discourage inconsistent development patterns by restricting the allowable density of smaller properties thus encouraging the assembly of several properties to undergo redevelopment together to maximize development potential.

Regulations for the CCP zone include:

- On the ground floor of new buildings some of the allowable uses include: fitness centre, library, licensed premises, liquor store, personal service establishment, public assembly and entertainment facility, restaurant, retail store, training and education facilities. These uses may only occupy a maximum frontage of 10 m (32.8 ft) and cannot exceed a gross floor area of 70 m (753.50 ft^2) for the portion of the use accessible at ground floor.
- Including uses allowed on the ground floor, some of the uses allowed above the second storey of a new building include: apartments (including for senior citizens and assisted living), group day cares, offices, hotels, medical clinics and schools. These uses may not share access or any space with residential uses.
- A maximum FAR of 0.3, which can be increased to 3.0 when amenity contributions are provided in accordance with Council policy. The FAR may be further increased to a maximum of 6.5 depending on the amount of parking provided underground or otherwise enclosed within a structure.
- No lot less than 2,000 m^2 (0.49 acres), or with a street frontage of less than 40 m (131.20 ft) may exceed a FAR larger than 1.0.
- Minimum setbacks of 2 m (6 ft) from the front lot line at grade, 5 m (16.40 ft) for any portion of a building above the 5^{th} storey, and 9 m (29.52 ft) for any portion of the building above the 12^{th} storey.
- 70 % of parking is required to be underground or otherwise contained within a parking structure.

The CC1, City Centre, Zone is intended to apply to new buildings in the areas of the City Centre that are not within the downtown core. These include properties that do not share a frontage with Goldstream Avenue, Jacklin Road or Peatt Road but are within the City Hall, Matson, Strathmore, Claude, and Fountain Districts. The CC1 zone will also be applied to applications to rezone properties in any of the other Districts within the Langford City Centre Design Guidelines (Appendix J of the Zoning Bylaw No. 300). The purpose of the zone will be to redevelop the properties within these areas of Langford's downtown core into either high density residential, commercial or mixed-use residential developments where good access to established businesses, services and transportation invites high density development. The regulations of the CC1 Zone mirror those of the CCP Zone with noted differences in how the regulations tied to use are applied.

Regulations within the CC1 Zone include:

- Some of the following allowable uses: apartments (including for senior citizens and assisted living), community garden, financial institution, financial institution - drive through, fitness centre, group day care library, licensed premises, liquor store, medical clinic, office, parking facility, personal service establishment, pet day care, place of worship, public assembly and entertainment, restaurant, retail store, training and education facilities. Ground floor uses may only occupy a maximum frontage of 16 m (52.50 ft).
- A maximum FAR of 0.3, which can be increased to 3.0 when amenity contributions are provided in accordance with Council policy. The FAR may be further increased to a maximum of 6.5 depending on the amount of parking provided underground or otherwise enclosed within a structure.
- No lots less than 2,000 m^2 (0.49 acres), or with a street frontage of less than 40 m (131.20 ft) may exceed a FAR larger than 1.0.
- Minimum setbacks of 2 m (6 ft) from the front lot at grade, 5 m (16.40 ft) for any portion of a building above the 5th storey, and 9 m (29.52 ft) for any portion of the building above the 12th storey
- 70 % of parking is required to be underground or otherwise contained within a parking structure.

The permitted density and structure of the two Zones are very similar; however, the permitted uses differ somewhat. In the CCP Zone, which is intended for the downtown core and major roads, ground floor uses are limited to those commercial uses that generate a high level of patron activity and pedestrian interaction, such as retail stores and restaurants. Additional commercial uses desirable for a downtown setting and residential uses are permitted above the ground floor. This strategy will greatly help to implement key objectives of the OCP and City Centre Design Guidelines to create a vibrant, attractive and engaged streetscape. By contrast, this is not quite as essential in the neighbourhood areas of the City Centre. As such, the CC1 permits, but doesn't require, ground floor commercial uses, and allows a wider range of commercial uses to occur at the ground floor level.

Engagement

As formal engagement with the business and the West Shore development community is difficult at this time, Council may wish to direct staff send out referrals in the form of an email regarding the new downtown zones contained within this Bylaw prior to 2nd reading.

Legal and Financial
Staff see no legal or financial implications with respect to Bylaw No. 1904.

OPTIONS

That Council:

Option 1

1. Proceed with consideration of Bylaw No. 1904 as drafted;

   AND

2. Direct staff to engage with select members of the West Shore Economic Development and West Shore Developers Association by way of electronic correspondence on the regulations of the new downtown zones that make up Bylaw No.1904, prior to consideration of 2nd reading;

Or Option 2

3. Take no action at this time with respect to Bylaw No. 1904

Submitted by:	Lauren Mattiussi, MCIP, RPP, Planner 2-email approval
Concurrence:	Adriana Proton, Manager of Legislative Services-email approval
Concurrence:	Chris Aubrey, Fire Chief-email approval
Concurrence:	Lorne Fletcher, Manager of Community Safety and Municipal Enforcement-email approval
Concurrence:	Cory Manton, Manager of Parks and Recreation-email approval
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering-email approval
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning-email approval
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance-email approval
Concurrence:	Darren Kiedyk, Chief Administrative Officer-Email approval

:lhm

City of Langford
www.cityoflangford.ca

Staff Report to Council

Date: **May 4, 2020**

Department: **Planning**

Application No.: **Z20-0003**

Subject: **Bylaw No. 1911 - Application to Rezone 812, 816, and 820 Orono Avenue from R1 (One-Family Residential) to MU2 (Mixed-Use Residential Commercial) to allow for a 46 unit Apartment**

PURPOSE

Ben Gulbrandsen of Pacific Coast Land Company (PCLC) has applied on behalf of Daniel M Richardson to rezone 812, 816, and 820 Orono Avenue from R1 (One-Family Residential) to MU2 (Mixed-Use Residential Commercial) to allow for a 6 storey, 46 unit apartment building.

BACKGROUND

PREVIOUS APPLICATIONS

The subject properties, along with all other properties within the Sewer Specified Area No. 1, were rezoned from a One- and Two-Family Zone to a One-Family Zone in 1995 (Z95-0008) as part of a large scale amendment to encourage greater densification of the City Centre area.

Table 1: Site Data

Applicant	Ben Gulbrandsen of Pacific Coast Land Company
Owner	Daniel M Richardson (812 Orono) and Pacific Coast Land Company (816 and 820 Orono)
Civic Address	812, 816, and 820 Orono Avenue
Legal Description	LOT 11, LOT 12, and LOT 13, SECTION 5, ESQUIMALT DISTRICT, PLAN 12186
Size of Property	2241.85 m^2 (all 3 lots combined)
DP Areas	Multi-Family Form and Character, City Centre
Zoning Designation	R1 (One-Family Residential)
OCP Designation	City Centre

SITE AND SURROUNDING AREA

The subject properties are located at the east end of Orono Avenue, near the intersection with Peatt Road. Some redevelopment to multi-storey mixed use and multi-family residential has occurred in the surrounding area and within this block of Orono Avenue, most recently across the street at 813 and 817 Orono which was rezoned to MU2 (Mixed-Use Residential Commercial) in January of 2020. One- and Two-Family residential uses also occur in the vicinity, as well as some industrial lands to the south.

Table 2: Surrounding Land Uses

	Zoning	***Use***
North	R1 (One-Family Residential)	Single Family Dwelling
East	R1 (One-Family Residential)	Single Family Dwelling
South	R1 (One-Family Residential)	Single Family Dwelling
West	R1 (One-Family Residential)	Single Family Dwelling

Figure 1 – Aerial Map



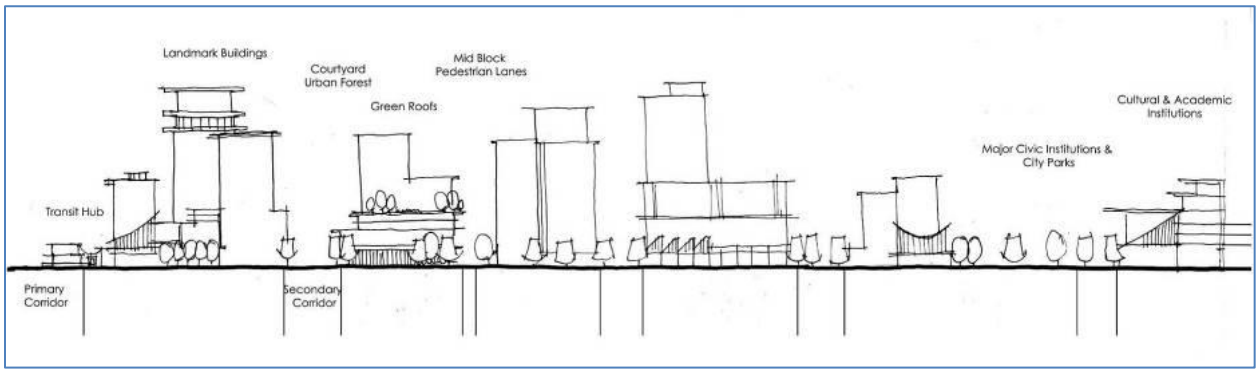
COMMENTS

OFFICIAL COMMUNITY PLAN

The Official Community Plan (OCP) Bylaw No. 1200 designated the subject properties as "City Centre", which is defined by the following text:

- A major regional growth centre that support a wide range of high density housing, including affordable and rental housing
- A major employment area for institutional, office, commercial, light industrial uses
- Major civic uses and public buildings are key landmarks
- A major place of community gathering and celebration
- A wide range of public squares, parks and open spaces are integrated throughout
- The City's major entertainment and/or cultural precinct
- Inter-city and/or inter-regional transit hub connect residents

A Concept for the City Centre



DEVELOPMENT PERMIT AREAS

The subject properties are not located within any environmentally sensitive or hazardous Development Permit areas. However, a Development Permit in accordance with the City's Multi-Family and City Centre Design Guidelines will be required.

DEVELOPMENT PROPOSAL

The applicant wishes to consolidate three existing properties in order to construct a 6 storey, 46 unit apartment building. As proposed, the building contains one walk-up unit, lobby, common room, parking, and landscaped areas at grade, with an additional 5 storeys of residential units above. This type of lot consolidation and activation of the front façade is encouraged by the new City Centre Design Guidelines recently adopted by Council. The subject properties are located within the *City Hall* neighbourhood defined by the new Guidelines, which encourage the inclusion of a range of uses including medium to high density residential.

The applicant has provided the draft plans for staff and Council review as part of this application. A front elevation and perspective drawing are included as Figures 2 and 3 below. The proposal will be further assessed at the Development Permit stage.

Figure 2 - Front elevation



Figure 3 – Perspective model



Table 3: Proposal Data

	Permitted by MU2 Zone	**Proposed by Rezoning Application**
Density (FAR and/or min. lot size)	5.0 FAR	2.23 FAR
Height	Minimum 2 storeys, Maximum 11 storeys	6 storeys
Site Coverage	90%	47.48%
Front Yard Setback	1.2 m	1.8 m
Interior Side Yard Setback	6 m where adjoining *Neighbourhood* designation in OCP	4.22 m 7.9 m
Exterior Side Yard Setback	1.2 m	n/a
Rear Yard Setback	7.5 m where adjoining *Neighbourhood* designation in OCP	12.22 m
Parking Requirement	1.25 spaces per unit, of which 0.25 is designated to visitors 46 units x 1.25 = 57.5 spaces	58 spaces

The proposed plans do not trigger any variances to the MU2 zone or to the required off-street parking. As the applicants are intending to construct this building as a condo, Council may wish to require the applicant to assign one parking space to each unit, included in the sale price, to avoid the scenario of residents forgoing the extra cost and choosing to park on the street instead. This has been applied to many similar rezoning applications recently to help prevent parking problems that have arisen when residents do not wish to pay extra on top of the sale price for a parking space.

Planning Staff have been working on an amendment to the Zoning Bylaw in regards to electric vehicle charging. The proposed amendment would require developers to install some of the electrical infrastructure to support electric vehicle charging stations for all multi-family residential parking stalls, excluding visitor parking. In speaking to the applicant, they have informed staff that they have a corporate green strategy which includes electric vehicle charging stations, conduits for expanded charging station capacity, and the installation of solar panel systems on the roof. Given this, Council may wish to secure the electric vehicle charging capacity in a Section 219 Covenant.

Planning Staff were notified that there may be an active eagle's nest in one of the trees situated at the rear of the property at 820 Orono Avenue. Given this, Council may wish to ask that the applicant provide a memo from a registered professional biologist prior to second reading to address this concern and provide feedback on how to move forward.

FRONTAGE IMPROVEMENTS

The Engineering Department has noted that as part of frontage improvements, a sidewalk, streetlight, boulevard landscaping, and on street parking will need to be constructed as part of the Orono Avenue cross section. Council may wish that the applicant provide frontage drawings to the satisfaction of the Director of Engineering prior to Public Hearing to ensure they can accommodate all frontage improvements without road dedication. If road dedication is necessary to complete the work, Council may wish that the applicant provide the road dedication prior to Bylaw Adoption.

INFRASTRUCTURE

Sewer and water mains exist on Orono Ave fronting this site. Any improvements or modifications needed to the sewer mains within the municipal road right-of-way will be constructed by West Shore Environmental Services at the applicant's expense. The applicant will be required to provide a Fire Underwriters Survey (FUS) Report to verify that sufficient water pressure is available to serve the development. Any upgrades to the water system noted in the FUS report would need to be completed at the developers' expense prior to the issuance of a building permit.

DRAINAGE AND STORMWATER MANAGEMENT

This site is located within an area where stormwater infiltration is required as per Bylaw 1000. Such a system will be designed through the civil engineering process that appropriately addresses the 2- and 10-year storm events. As a condition of rezoning, Council may wish to request the applicant to examine how stormwater can be managed on-site through infiltration and provide a technical memo from a qualified engineer in this regard to the satisfaction of the Director of Engineering, prior to public hearing.

FINANCIAL CONTRIBUTIONS

FINANCIAL IMPLICATIONS

Rezoning the subject properties to permit higher density of development will increase the assessed value of lands and eventually will increase municipal revenue due to the number of units created. As the developer is responsible to complete all frontage improvements, the direct capital costs to the City associated with this development will be negligible. A summary of Amenity Contributions and Development Cost Charges that the developer will be expected to pay, is outlined in Tables 4 and 5 below

Council's Amenity Contribution Policy

The amenity contributions that apply as per Council's current Affordable Housing, Park and Amenity Contribution Policy are summarized in Table 4 below, based the current floor plans and total density of 46 units.

Table 4 – Amenity Contributions per Council Policy

Amenity Item	Per unit / area contribution	Total (for 46 units)
Affordable Housing Reserve Fund	$750 per unit (1st through 4th storeys)	@ 28 units = $21,000
	$375 per unit (5th and 6th storeys)	@ 18 units = $6,750
	187.50 (7th storey and above)	n/a
General Amenity Reserve Fund	$2,850 per unit (1st through 4th storeys)	@ 28 units = $79,800

	$1,425 (5th and 6th storeys)	@ 18 units = $25,650
	$712.50 (7th storey and above)	n/a
TOTAL POLICY CONTRIBUTIONS		**$133,200**

Table 5 – Development Cost Charges

Development Cost Charge	**Per unit contribution**	**Total (for 46 units)**
Roads	$3,188 per unit (residential)	$146,648
Park Improvement	$1,890 per unit (residential)	$86,940
Park Acquisition	$1,100 per unit (residential)	$50,600
Incremental Storage Improvement Fees	$331.65 per unit (residential)	$15,255.90
Integrated Survey Area	$35 per lot	n/a
Subtotal (DCCs paid to City of Langford)		**$299,443.90**
CRD Water	$1,644 per unit (residential)	$75,624
School Site Acquisition	$600 per unit (residential)	$27,600
TOTAL (estimate) DCCs		**$402,667.90**

OPTIONS

Option 1

That Council:

1. Consider proceeding with first reading of Bylaw No. 1911 to amend the zoning designation of the properties located at 812, 816, and 820 Orono Avenue from R1 (One-Family Residential) to MU2 (Mixed-Use Residential Commercial 2) subject to the following terms and conditions:

    a) That the applicant provides, **as a bonus for increased density**, the following contributions per residential unit, prior to the issuance of a building permit:

        i. $750 towards the Affordable Housing Reserve Fund; and
        ii. $2,850 towards the General Amenity Reserve Fund.

        Subject to reductions depending on the use and height in accordance with the Affordable Housing and Amenity Contribution Policy.

    b) That the applicant provides, **prior to Second Reading**, the following:

i. A technical memo from an engineer that verifies storm water can be adequately managed on-site for the proposed developments, to the satisfaction of the Director of Engineering; and

ii. A frontage drawing to the satisfaction of the Director of Engineering to confirm if road dedication is required to complete all required frontage improvements; and

iii. A memo from a registered professional biologist to address the potential eagle's nest on site and to provide feedback on how to move forward.

c) That the applicant registers, **prior to Bylaw Adoption**, a road dedication plan, if required, to the satisfaction of the Director of Engineering;

d) 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 prior to issuance of a building permit;

ii. That a storm water management plan be provided prior to issuance of a building permit and implemented, as per Bylaw 1000, all to the satisfaction of the Director of Engineering;

iii. That a construction parking and traffic management plan be provided prior to the issuance of a building permit, to the satisfaction of the Director of Engineering;

iv. 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 sold or rented out individually; and

v. That 100% of residential parking spaces, excluding visitor parking spaces, shall feature an energized outlet capable of providing Level 2 charging or higher to the parking space; and

1. Energized outlets shall be labelled for the use of electric vehicle charging;

2. Where an electric vehicle energy management system is implemented (load sharing), the Director of Engineering may specify a minimum performance standard to ensure a sufficient rate of electric vehicle charging; and

3. The owner is required to keep the Electric Vehicle Servicing Equipment (EVSE) in operation and the Strata Council may not prevent an owner, occupant, or tenant from installing the EV charging equipment.

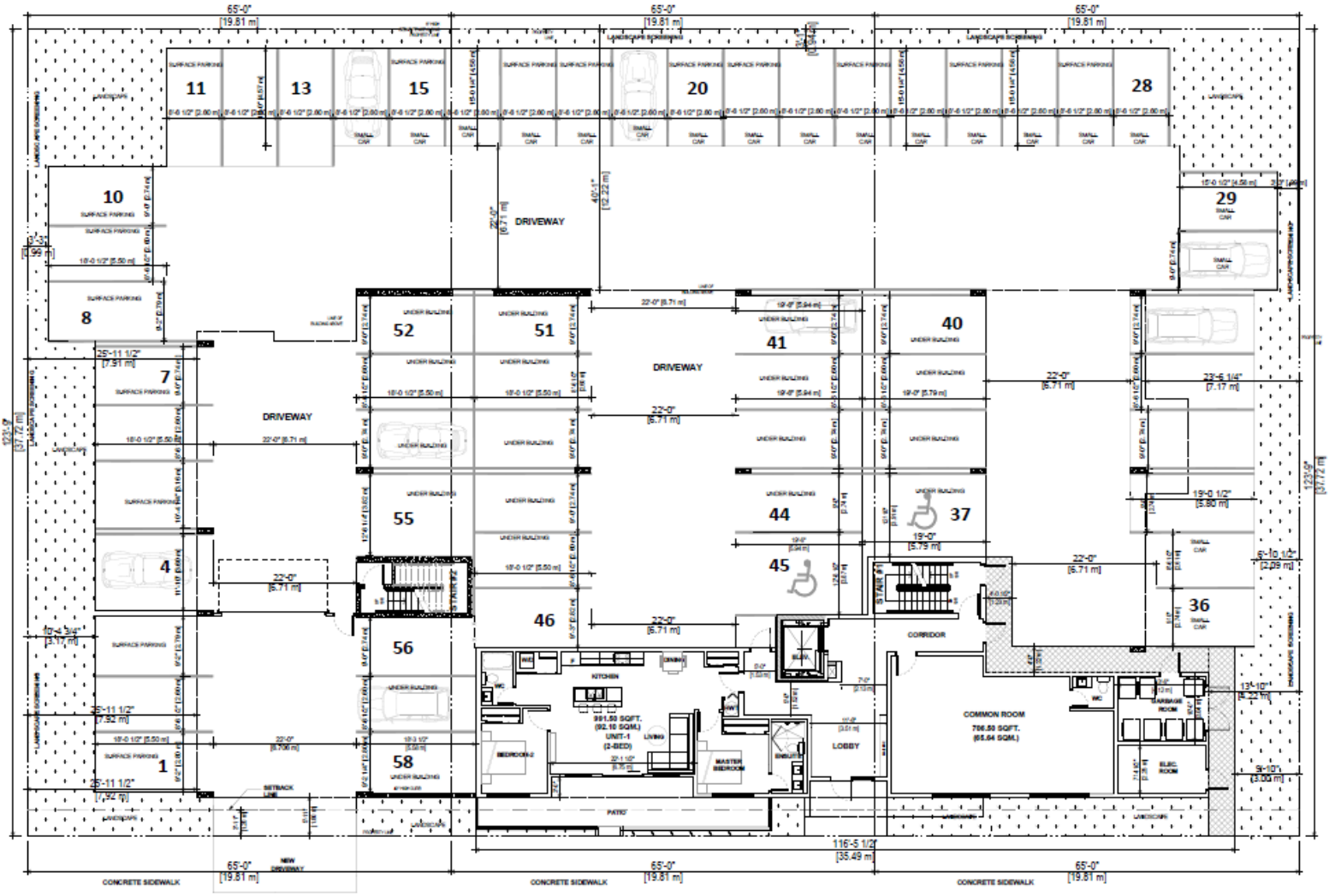
OR Option 2

2. Take no action at this time in regards to Bylaw No. 1911 for the rezoning of 812, 816, and 820 Orono Avenue.

Submitted by:	Julia Buckingham, Planner I – Email Approved
Concurrence:	Matthew Baldwin, MCIP, RPP, Director of Planning – Email Approved
Concurrence:	Adriana Proton, Manager of Legislative Services – Email Approved
Concurrence:	Chris Aubrey, Fire Chief – Email Approved
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering – Email Approved
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning – Email Approved
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance – Email Approved
Concurrence:	Braden Hutchins, Director of Corporate Services – Email Approved
Concurrence:	Darren Kiedyk, Chief Administrative Officer – Email Approved

:jb

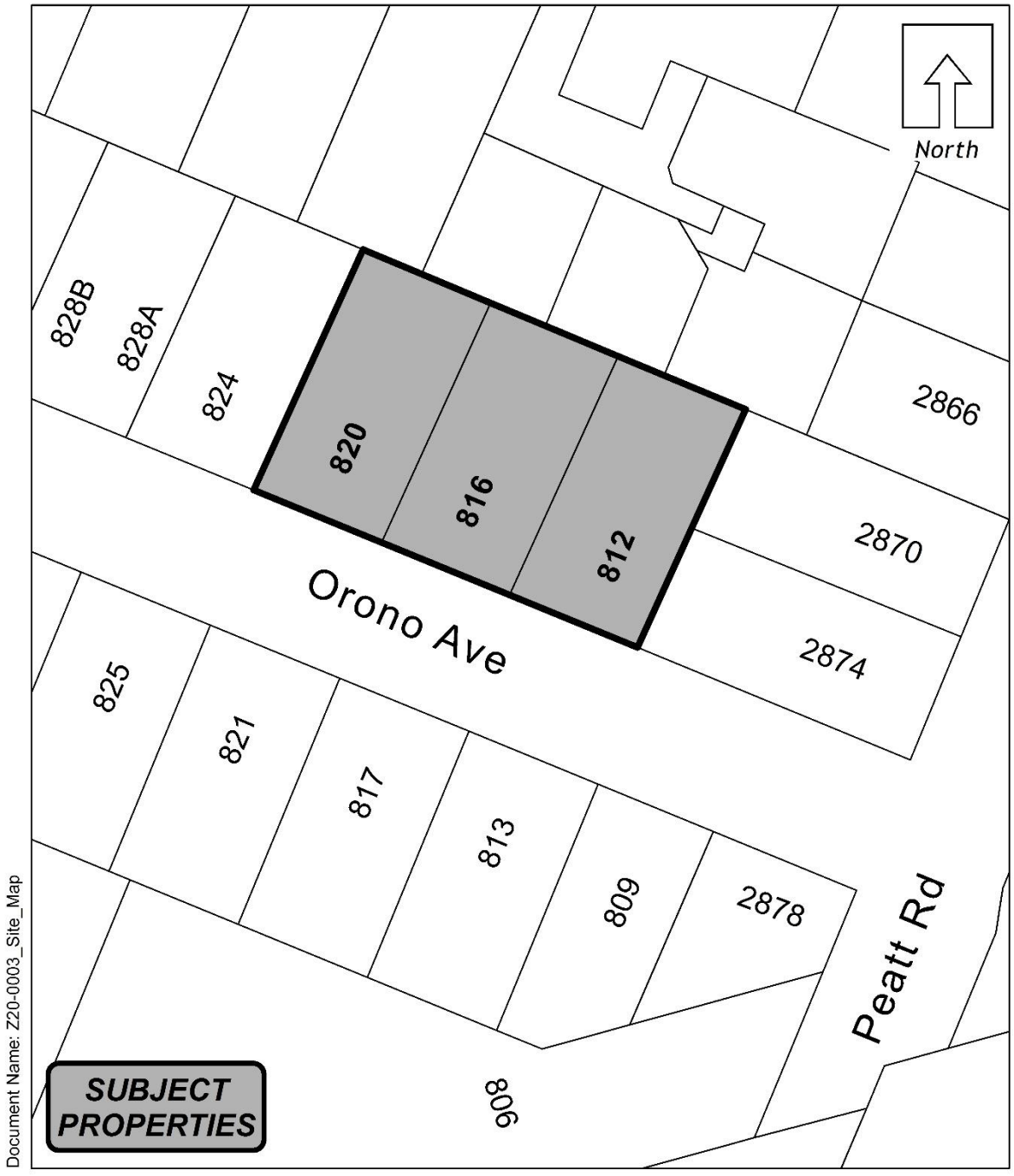
Appendix A



1 / A2.1 GROUND FLOOR PLAN
SCALE: 1:100

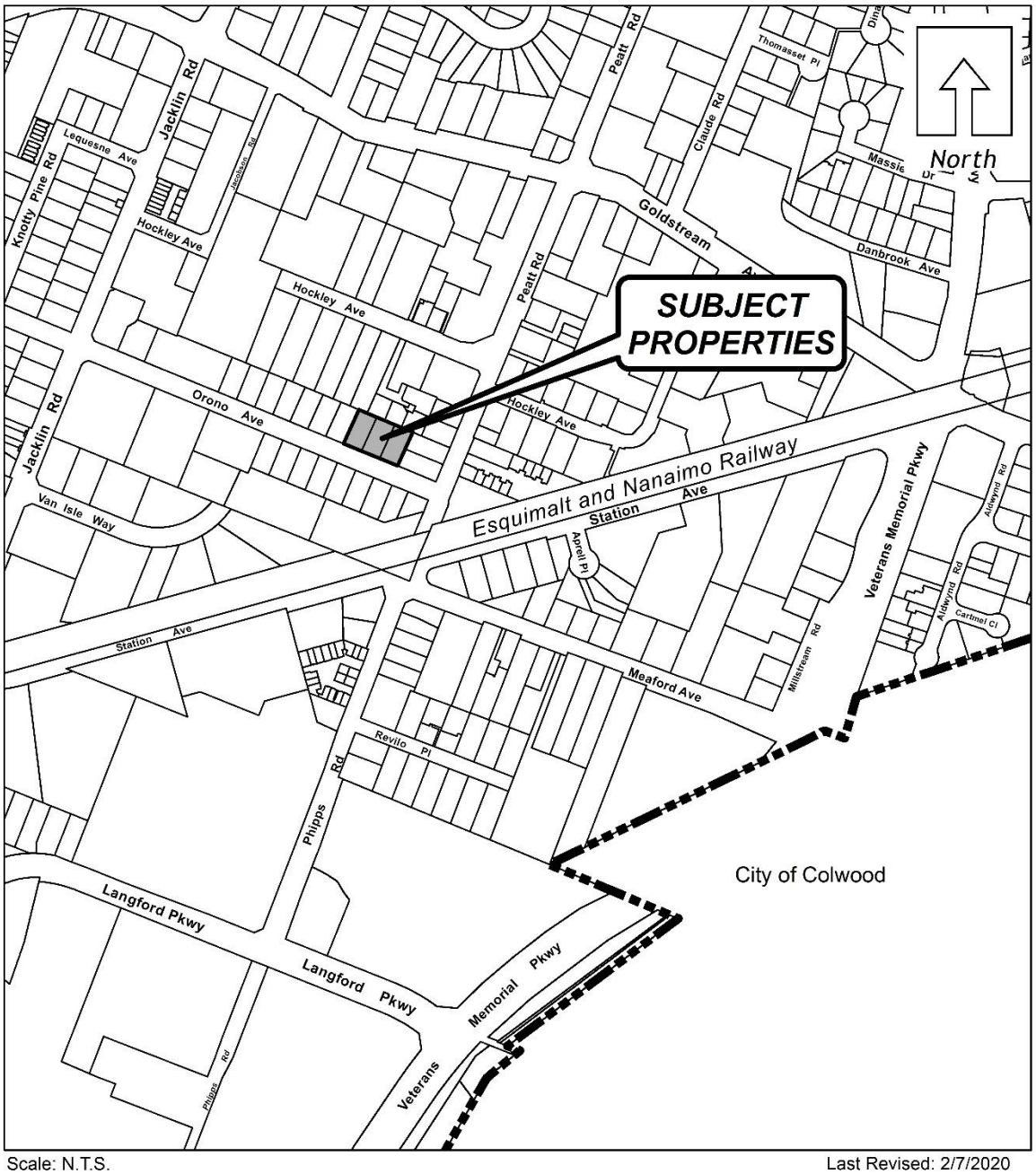
Appendix B

REZONING BYLAW AMENDMENT
(Z20-0003)
812, 816, 820 Orono Ave



Appendix C

REZONING BYLAW AMENDMENT
(Z20-0003)
812, 816, 820 Orono Ave



Document Name: Z20-0003_Location_Map

Scale: N.T.S.

Last Revised: 2/7/2020

GREATER VICTORIA PUBLIC LIBRARY

SCANNED

RECEIVED
NOV 18 2019
ADMINISTRATION & FINANCE
CITY OF LANGFORD

November 14, 2019

Mayor Young and Council
City of Langford
877 Goldstream Avenue
Langford, BC V9B 2X8

Dear Mayor Young and Council:

Re: Greater Victoria Public Library 2020 Budget and Five-Year Financial Plan

I am pleased to submit Greater Victoria Public Library's 2020 Operating Budget and Five-Year Financial Plan for 2020-2024. As per the terms of the Library Operating Agreement, approval by council resolution is required by May 1, 2020.

We are proud to report that the Greater Victoria Public Library continues to rank as one of the highest circulation per capita public library systems in Canada (i.e. community members borrow more items, per capita, compared to other large Canadian library systems). We achieve this position through innovation, efficiencies and the implementation of new technologies and service models. Serving ten municipalities and 346,993 citizens, we deliver library services at our twelve branch locations, online and through community outreach initiatives.

To sustain our level of service and to meet increasing and changing service demands, the overall municipal contribution increase requested for 2020 is 3.90%. The City of Langford's share of the 2020 requisition is $1,930,654 which is based on converted assessment values and population of your municipality, including rental adjustment. Building maintenance costs budgeted to be paid on your behalf are an additional $67,025

It has been said that our communities are only as privileged as our least privileged citizen. Public libraries provide a place where every citizen belongs and that everyone can call their own. It is not an exaggeration to say that *libraries change lives*. By providing citizens with equitable access to information, services and resources, public libraries allow everyone to grow: discovering new ideas that can change minds.

Thank you for your ongoing appreciation of our work. GVPL is an essential component of the social infrastructure that is critical to healthy communities and we look to the future, supported by you, with confidence and anticipation.

Sincerely,

Deborah Begoray
Chair, Greater Victoria Public Library Board

cc: Darren Kiedyk, CAO, City of Langford
Michael Dillabaugh, Director of Finance, City of Langford
Maureen Sawa, CEO, Greater Victoria Public Library
Paul McKinnon, Director, Finance & Facilities, Greater Victoria Public Library

GREATER VICTORIA
PUBLIC LIBRARY

2020 Budget and

2020-2024 Five-Year Financial Plan

Review / Approval Dates:

Review - Finance Committee: August 27, 2019

Approved – Finance Committee: October 1, 2019

Approved– Board of Trustees: October 22, 2019

GREATER VICTORIA
PUBLIC LIBRARY

BUDGET AT A GLANCE

		2020		*2019*
Operating Budget [1]	$	**19,677,628**	$	18,727,639
Operating Budget Increase [2]		**3.92%**		3.67%
Capital Budget	$	**2,150,067**	$	2,070,067
Capital Budget Increase (Decrease)		**3.86%**		-4.50%
Total Budget - Funded [3]	$	**20,029,695**	$	19,275,506
Total Budget Increase		**3.91%**		2.72%
Municipal Contribution - Total	$	**18,078,726**	$	17,400,121
Municipal Contribution - Increase	$	**678,605**	$	382,783
Municipal Contribution - Increase (%)		**3.90%**		2.25%
Cost per Capita [4]	$	**52.10**	$	53.08
Cost per Capita Increase [5]	$	**1.96**	$	1.17
Population (Member Municipalities) [6]		**346,993**		327,797

Note 1 – Operating budget consists of operating expenses only

Note 2 – Net of Amortization (5.1% including amortization)

Note 3 – Total budget funded is equal to Expenses (Operating budget) less amortization (non-funded expense) + capital budget

Note 4 – Municipal Contribution Total divided by Population, decrease from prior year due to higher population stats over prior year (5.86% increase in estimate per BC Stats)

Note 5 – Municipal Contribution Increase divided by Population

Note 6 – As per BC Stats, 2018 Sub-Provincial Population Estimates

Note to Budget Increase

The operating budget increase is slightly higher than the municipal contribution increase as there are specific one-time costs within the 2020 budget that are being offset through the use of accumulated surplus. Therefore there are no direct impacts related to these costs to the municipal contribution total. These one-time costs include items such as a pilot project to add a centralized scheduling department to realize operational scheduling efficiencies, and first year operating costs related to the planned replacement of the events booking software.

GREATER VICTORIA PUBLIC LIBRARY

2020 Budget and Five-Year Financial Plan

	2019	2020	Change	Change%	Notes	2021	2022	2023	2024
Revenues									
Municipal Contributions - Operating	$ 17,400,121	18,078,726	$ 678,605	3.9%	1	18,591,476	18,936,713	19,272,528	19,604,169
Municipal Contributions - Start-up	355,280	355,280	$ -	0.0%	2	61,720	-	-	-
Provincial Grants	642,339	642,339	$ -	0.0%	3	642,339	642,339	642,339	642,339
Federal Grants	-	-	$ -	0.0%	4	-	-	-	-
Fines, Fees and Printing	476,816	523,400	$ 46,584	9.8%	5	523,400	523,400	523,400	523,400
Contracts for Service	28,450	28,450	$ -	0.0%	6	28,450	28,450	28,450	28,450
Investment Income	74,000	74,000	$ -	0.0%	7	74,000	74,000	74,000	74,000
Donations and Other Grants	42,000	77,500	$ 35,500	84.5%	8	77,500	77,500	77,500	77,500
	19,019,006	19,779,695	$ 760,689	4.0%		19,998,885	20,282,402	20,618,217	20,949,858
Expenses (Operating Budget)									
Salaries and Benefits	14,006,477	14,674,065	667,588	4.8%	9	15,007,706	15,313,762	15,629,053	15,950,276
Library Materials	862,000	870,000	8,000	0.9%	10	864,000	862,000	862,000	862,000
Amortization	1,522,200	1,798,000	275,800	18.1%	11	1,613,203	1,637,401	1,661,962	1,686,891
Supplies and Services	1,088,938	1,148,723	59,785	5.5%	12	1,160,403	1,158,813	1,162,400	1,166,070
Building Occupancy	894,056	827,933	(66,123)	-7.4%	13	842,841	857,407	872,275	878,062
Other Expenses	353,968	358,906	4,938	1.4%	14	362,049	350,532	352,601	353,564
	18,727,639	19,677,628	949,989	5.1%		19,850,201	20,179,916	20,540,292	20,896,862
Annual Surplus/(Deficit)	291,367	102,067	(189,300)	-65.0%		148,684	102,486	77,925	52,996
Add back: Unfunded Amortization	1,522,200	1,798,000	275,800	18.1%	11	1,613,203	1,637,401	1,661,962	1,686,891
	1,813,567	1,900,067	86,500	4.8%		1,761,887	1,739,887	1,739,887	1,739,887
Total Budget - Funded	**19,275,506**	**20,029,695**	**754,189**			**20,018,885**	**20,282,402**	**20,618,217**	**20,949,858**
Municipal Contributions-Operating Increase	**2.25%**	**3.90%**				**2.84%**	**1.86%**	**1.77%**	**1.72%**

GREATER VICTORIA PUBLIC LIBRARY

	2019	2020	Change	Notes	2021	2022	2023	2024
Balance forward from Page 1	1,813,567	1,900,067	86,500		1,761,887	1,739,887	1,739,887	1,739,887
Capital Expenses								
Library Materials - Operating	1,459,887	1,459,887	-	10	1,459,887	1,459,887	1,459,887	1,459,887
Hardware - Operating	100,000	100,000	-	15	100,000	100,000	100,000	100,000
Furniture and Equipment - Operating	60,000	60,000	-	15	60,000	60,000	60,000	60,000
Building Improvement - Operating	120,000	120,000	-	15	120,000	120,000	120,000	120,000
Vehicles - Operating	-	80,000	80,000		-	-	-	-
Branch Start-ups:								
Library Materials - Esquimalt Branch	8,000	8,000	-	2	2,000	-	-	-
Hardware - Esquimalt Branch Relocation	66,000	66,000	-	2	10,000	-	-	-
Furniture and Equipment - Esquimalt Branch Reloc	256,180	256,180	-	2	30,000	-	-	-
	2,070,067	2,150,067	80,000		1,781,887	1,739,887	1,739,887	1,739,887
Transfers								
Transfer to Replacement Reserve	120,000	120,000	-	16	120,000	120,000	120,000	120,000
Transfer from Replacement Reserve	(120,000)	(250,000)	(130,000)	16	(120,000)	(120,000)	(120,000)	(120,000)
Transfer from Personnel Contingency Reserve	(145,000)	(110,000)	35,000	16	(10,000)	-	-	-
Transfer from Library Materials Reserve	(39,000)	-	39,000	16	-	-	-	-
Transfer to Contingency Reserve	20,000	-	(20,000)	16	-	-	-	-
Transfer from Contingency Reserve	(92,500)	(10,000)	82,500	16	(10,000)	-	-	-
Transfer to/(from) Reserves	(256,500)	(250,000)	6,500		(20,000)	-	-	-

GREATER VICTORIA
PUBLIC LIBRARY

2020 MUNICIPAL CONTRIBUTIONS

	2019		2020							
	Share 2019	Total Requisition 2019	Share 2020	Operating Budget	Rent Adjustment [1]	Total Requisition 2020	Increase $	Increase %	Building Maint. Costs [2]	Total Municipal Budget 2020
Central Saanich	5.08%	$892,918	5.17%	$934,670	$9,151	**$943,821**	$50,903	5.70%	$0	$943,821
Colwood	4.73%	829,362	4.64%	$838,853	6,209	**845,062**	15,700	1.90%	29,853	874,915
Esquimalt	5.25%	909,411	5.34%	$965,404	(4,110)	**961,294**	51,883	5.70%	0	961,294
Highlands	0.73%	128,002	0.68%	$122,935	912	**123,847**	(4,155)	-3.20%	4,622	128,469
Langford	10.62%	1,862,234	10.60%	$1,916,345	14,309	**1,930,654**	68,420	3.70%	67,025	1,997,679
Metchosin	1.31%	229,676	1.44%	$260,334	1,911	**262,245**	32,569	14.20%	8,264	270,509
Oak Bay	6.86%	1,188,789	6.65%	$1,202,235	(4,877)	**1,197,358**	8,569	0.70%	0	1,197,358
Saanich	33.98%	5,890,302	33.46%	$6,049,142	(22,342)	**6,026,800**	136,498	2.30%	0	6,026,800
Victoria	28.51%	4,958,458	29.00%	$5,242,831	(2,343)	**5,240,488**	282,029	5.70%	0	5,240,488
View Royal	2.93%	510,969	3.02%	$545,978	1,180	**547,158**	36,189	7.10%	0	547,158
Total	**100%**	**$17,400,121**	**100%**	**$18,078,726**	**$0**	**$18,078,726**	**$678,605**	**3.90%**	**$109,764**	**$18,188,490**

[1] The **Rent Adjustment** is calculated in accordance with Section 8.12 (a), (b) and (c) of the Library Operating Agreement and relates to portions of buildings used to benefit all member municipalities: the Collection and Technical Services section of the Juan de Fuca Branch building and the Administrative portion of the Central Branch building. Municipalities which did not contribute to the initial acquisition of such building or who did not subsequently purchase a portion of such building pays reasonable rent to those Municipalities that did.

[2] **Building Maintenance Costs for jointly owned buildings** are additional municipal budget amounts that are over-and-above the requisition for the library operating budget. The two branches that are jointly owned are the Central Branch and the Juan de Fuca Branch. Similar costs at other branches do not flow through GVPL and are paid by the municipalities directly. Other than the contributions to the Juan de Fuca Major Asset Maintenance Trust fund ("JF MAM"), building costs are estimates. In 2018 the City of Victoria took over administration of building maintenance costs for the Central Branch. GVPL no longer invoices for these costs separately. As such, those costs are not included in the budget.

GREATER VICTORIA
PUBLIC LIBRARY

2020 MUNICIPAL PER CAPITA CONTRIBUTIONS

	2020				
	Total Requisition 2020	**Population [1]**	**Cost Per Capita 2020**	**Increase per capita**	**increase**
Central Saanich	$934,670	18,139	51.53	$2.81	$50,903
Colwood	$838,853	18,310	45.81	$0.86	$15,700
Esquimalt	$965,404	18,818	51.30	$2.76	$51,883
Highlands	$122,935	2,451	50.16	-$1.70	-$4,155
Langford	$1,916,345	39,368	48.68	$1.74	$68,420
Metchosin	$260,334	5,075	51.30	$6.42	$32,569
Oak Bay	$1,202,235	19,228	62.53	$0.45	$8,569
Saanich	$6,049,142	122,245	49.48	$1.12	$136,498
Victoria	$5,242,831	92,041	56.96	$3.06	$282,029
View Royal	$545,978	11,318	48.24	$3.20	$36,189
Total	**$18,078,726**	**346,993**	**$52.10**	**$1.96**	**$678,605**

[1] Source of population figures - BC Stats website: <http://www.bcstats.gov.bc.ca/StatisticsBySubject/Demography/PopulationEstimates.aspx>, 2018 population estimates, accessed on May 2019.

General note: Percentage share of costs by municipality are determined based on 50% property assessment value and 50% population estimate. More detailed information on assessment values and population are available on request.

Notes to the 2020 Budget and Five-Year Financial Plan

Approximately 90% of the GVPL operating budget is funded by our ten municipal partners. Consequently, a key objective is to maintain municipal contribution increases within an acceptable range, typically based on rates of inflation and wage increases as negotiated through the Greater Victoria Labour Relations Association. "Acceptable" increases are ultimately determined by Councils upon consideration of our budget requisition.

Because needs and opportunities change over time as we strive to best serve our communities, GVPL's budget process allows reasonable flexibility for business areas to adapt and optimize their activities as events unfold, while still requiring system-wide financial planning and accountability.

For 2020, operational efficiencies and cost avoidance strategies will continue to be explored as the demand for new and expanding services continues to increase.

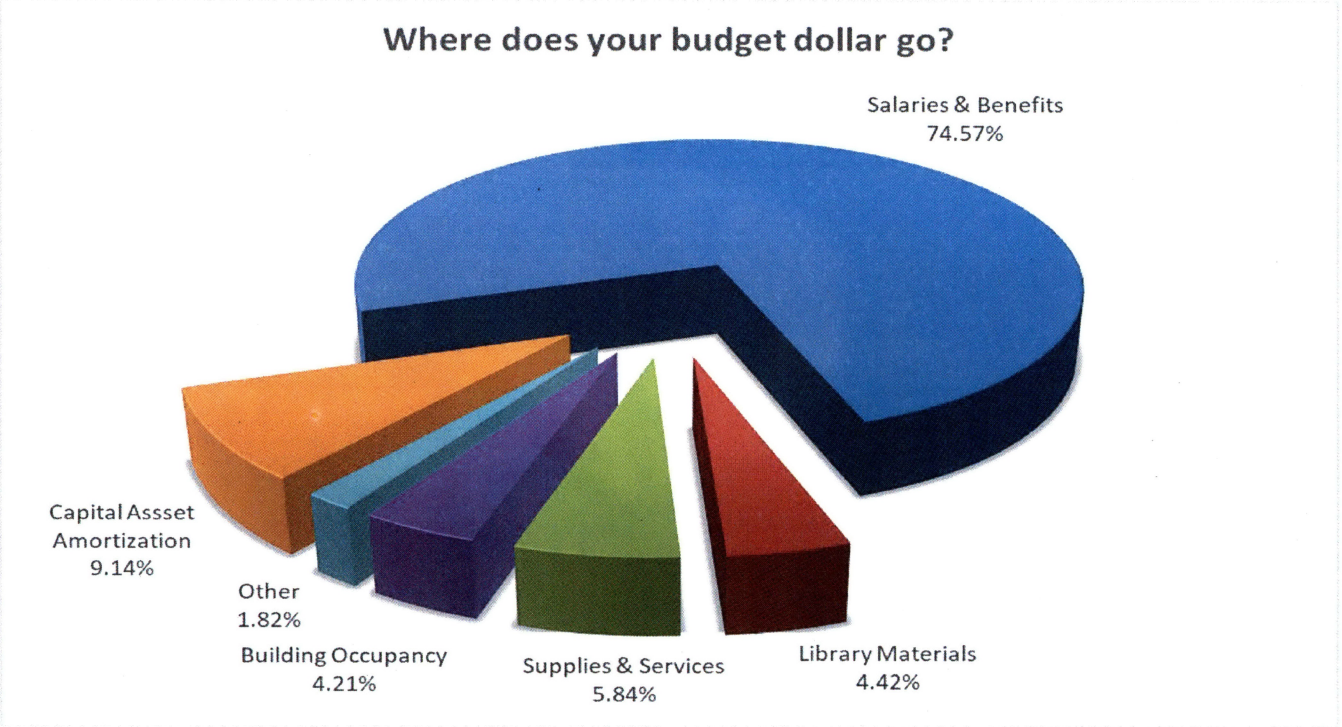
Modest revenue generation opportunities will continue to be explored in 2020, in conjunction with seeking out opportunities for additional grants and other sources of funding to offset expenses.

GVPL is committed to operating efficiently and effectively to deliver library service to our community. The library system leverages more than 100 active community partnerships to expand programs and lifelong learning opportunities for Greater Victoria residents.

Components of the 2020 budget include the following:

1. **Municipal Contributions – Operating**
   Increase $678,605

Of the 3.90% increase in municipal contributions, the budget is allocated as illustrated below. The majority (75%) is attributed to salaries and benefits which are jointly negotiated through the GVLRA. Salaries and benefits are the key cost driver for GVPL.



2. **Municipal Contributions – Start-up**
No Change

In 2020 there is no change in the amounts for new and relocated branch start-up costs (furnishing and equipping the branch, as well as a collection inventory for new branches). As with prior years these are funded by the individual municipalities providing the facilities.

For 2020 the following has been identified for branch start-up funds:

- Esquimalt relocation - $355,280

The majority of these contributions are for capital expenditures, with a small percentage of start-up funding going towards non-capital costs, such as moving and some supplies below the asset threshold.

3. **Provincial Grants**
No Change

Provincial funding for public libraries in British Columbia has remained frozen since the province's budget cuts of 2009. While advocacy efforts such as the '20 by 20' campaign and related initiatives have gained momentum, it is too soon to tell whether these will result in any adjustments to the province's allocations to public libraries in 2020. Therefore we are not projecting any change to the previous year's amount granted to GVPL of $642,339.

4. **Federal Grants**
No Change

Federal grants are cyclical in nature and are dependent on specific programs planned during the operating budget year.

5. **Fines, Fees and Printing**
Increase $46,584

Over the course of the past few years, revenue from fines, fees and printing have experienced a slight decline. This trend has stabilized and as such, the revenue forecast for these line items is projected to increase modestly in 2020. Fees (e.g. meeting room rentals) are under ongoing review and additional opportunities for revenue generation will continue to be explored in 2020.

6. **Contracts for Service**
No Change

This is an annual payment of $28,450 from the Capital Regional District. Contract for service for the Juan de Fuca electoral area (EA) (Willis Point, East Sooke and Malahat)

7. **Investment Income**
No Change

Investment revenue is conservatively estimated to reflect projected continuation of modest earnings in the Municipal Finance Authority bond fund and slight increases in returns for secured GIC's.

8. **Donations and Other Grants**
Increase $35,500

Donations and grants are cyclical in nature and are dependent on specific programs planned during the operating budget year. New funding opportunities will continue to be explored in 2020, in tandem with new donor engagement strategies.

9. **Salaries and Benefits**
Increase $667,588

Salaries and benefits account for 75% of the library's overall budget in 2020. The full-time equivalent (FTE) count for regular employees (including full and part time employees) has increased slightly to 158 FTE. This represents a net change of 8 FTE's from the last budget reporting period.

The FTE adjustments were a result of two comprehensive reviews that were designed to enhance organizational efficiency and effectiveness and strengthen staff capacity:

- Senior leadership structure, and
- Organizational staffing levels.

These reviews resulted in:

- Organizational realignment of senior leadership positions;
- A robust leadership and management support structure that creates opportunities for staff development and succession planning throughout the organization.
- Operational alignment of staffing hours (standardized schedules);

This budget includes employee benefit costs and payroll withholding costs such as EI and CPP. A detailed benefit review occurs prior to the annual budget cycle and budget development. As a result of this years analysis we have determined that the rate of benefits and withholding costs will remain at the prior year figure of 23.75% of total salaries and wages.

10. **Library Materials (Expensed and Capital)**
No Change

The library materials budget is split between Expenses for periodicals and eResources and Capital Expenses for books audio visual and electronic materials which are capitalized as assets and amortized over 7 years. This status quo budget is being offset by an additional $239,000 in surplus funds, $39,000 in 2019 and $200,000 in 2020.

11. **Amortization**
Increase $275,800

This is the estimated amortization expense for tangible capital assets, in accordance with the Board's Tangible Capital Asset policy. Since this is an unfunded expense, it is added back to the budgeted annual surplus, and does vary year over year pending capital asset purchases and disposals.

12. **Supplies and Services**
Increase $59,785

Supplies and services include such items as telephone, networks, printer paper and other supplies and shuttle fuel. These items have all increased slightly, but through effective negotiation of service contracts, cost reduction in other areas the increase is moderate.

13. **Building Occupancy**
Decrease $66,123

Building occupancy includes maintenance contracts, security, garbage and utilities. The primary drivers for the reduction in 2020 is related to a change in service provider for contracted cleaning services in 2019, reduction in hydro in some branches due to the conversion of lighting over to LED and ongoing efficiencies relating to the lease of server space at UVIC.

14. **Other Expenses**
Increase $4,938

Other expenses include such items as insurance and employee recruitment costs, marketing costs, and business travel expenses.

15. **Other Capital Expenditures (Hardware, Furniture and Equipment, Building Improvement)**
Increase $80,000

Increase of $80,000 due to the planned replacement of one of two shuttle vehicles. The GMC van has reached the end of its lifespan and will be replaced in 2020. This expense is being offset by the use of surplus funds from the Replacement Reserve as approved at the May 2019 Year End Board meeting as part of the recommendations on the use of the 2018 surplus funds.

- Furniture and Equipment – No Change
- Building Improvement – No Change

16. **Transfer to/(from) Reserves**
Change in Net Transfer From Reserves $6,500

Change to Reserve transfers are as follows:

- Transfer to / from Replacement Reserve – ($130,000)
- Transfer from Personnel Contingency Reserve – $35,000
- Transfer from Library Materials Reserve – $39,000
- Transfer to / from Contingency Reserve – $62,500

City of Langford
www.cityoflangford.ca

Staff Report

to

Council

Date: May 4, 2020

Department: **Planning**

Subject: Bylaw No. 1678 – application to rezone 2681 Claude Rd from R2 (One- and Two-Family Residential) to MU2 (Mixed-Use Residential Commercial) to allow the development of approximately 35 multi-family residential units

---

Background

Council gave Bylaw No. 1678 first reading at their Regular Meeting held February 18th, 2020. This Bylaw is also captured by the resolution passed at Council's April 6th, 2020 Regular Meeting to waive public hearings for all zoning amendment bylaws that are compliant with the OCP designation while the COVID-19 pandemic is ongoing.

Commentary

Staff confirm all Notices and Advertisements have been placed in accordance with Section 467 of the *Local Government Act*.

All correspondence received with regards to this bylaw is attached to this report for Council's information.

Options

That Council:

1. Give second and third readings to Bylaw No. 1678;

Or

2. Take no action at this time with respect to Bylaw No. 1678.

Respectfully submitted,

Submitted by:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning-Email Approved
Concurrence:	Adriana Proton, Manager of Legislative Services-Email Approved
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning-Email Approved
Concurrence:	Darren Kiedyk, Chief Administrative Officer-Email Approved

CITY OF LANGFORD
BYLAW NO. 1678

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 **R2 (One- and Two-Family Residential)** Zone and adding to the **RM7A (Medium-Density Apartment 7A) Zone** the properties legally described as LOT 2 SECTION 109 ESQUIMALT DISTRICT PLAN 10541 EXCEPT PART IN PLAN 27737; PID No.: 005-272-556 (2681 Claude Rd) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.

2. By adding the following line to Table 1 of Schedule AD:

Zone	Bylaw No.	Legal Description	Amenity Contributions	Eligible for Reduction in Section 2 of Schedule AD (Column 5)
RM7A	1678	LOT 2 SECTION 109 ESQUIMALT DISTRICT PLAN 10541 EXCEPT PART IN PLAN 27737 (2681 Claude Rd)	a) $2,562 per new unit created on the 1st to 4th storeys of the building towards the General Amenity Reserve Fund; and b) $1,281 per new unit created on the 5th and 6th storeys of the building towards the General Amenity Reserve Fund; and c) $610 per new unit created on the 1st to 4th storeys of the building towards the Affordable Housing Reserve Fund; and d) $305 per new unit created on the 5th and 6th storeys of the building towards the Affordable Housing Reserve Fund.	No

B. This Bylaw may be cited for all purposes as “Langford Zoning Bylaw, Amendment No. 474, (2681 Claude Rd), Bylaw No. 1678, 2020".

READ A FIRST TIME this 18th day of February, 2020.

PUBLIC HEARING WAIVED BY RESOLUTION OF COUNCIL this 6th day of April, 2020.

READ A SECOND TIME this day of , 2020.

READ A THIRD TIME this day of , 2020.

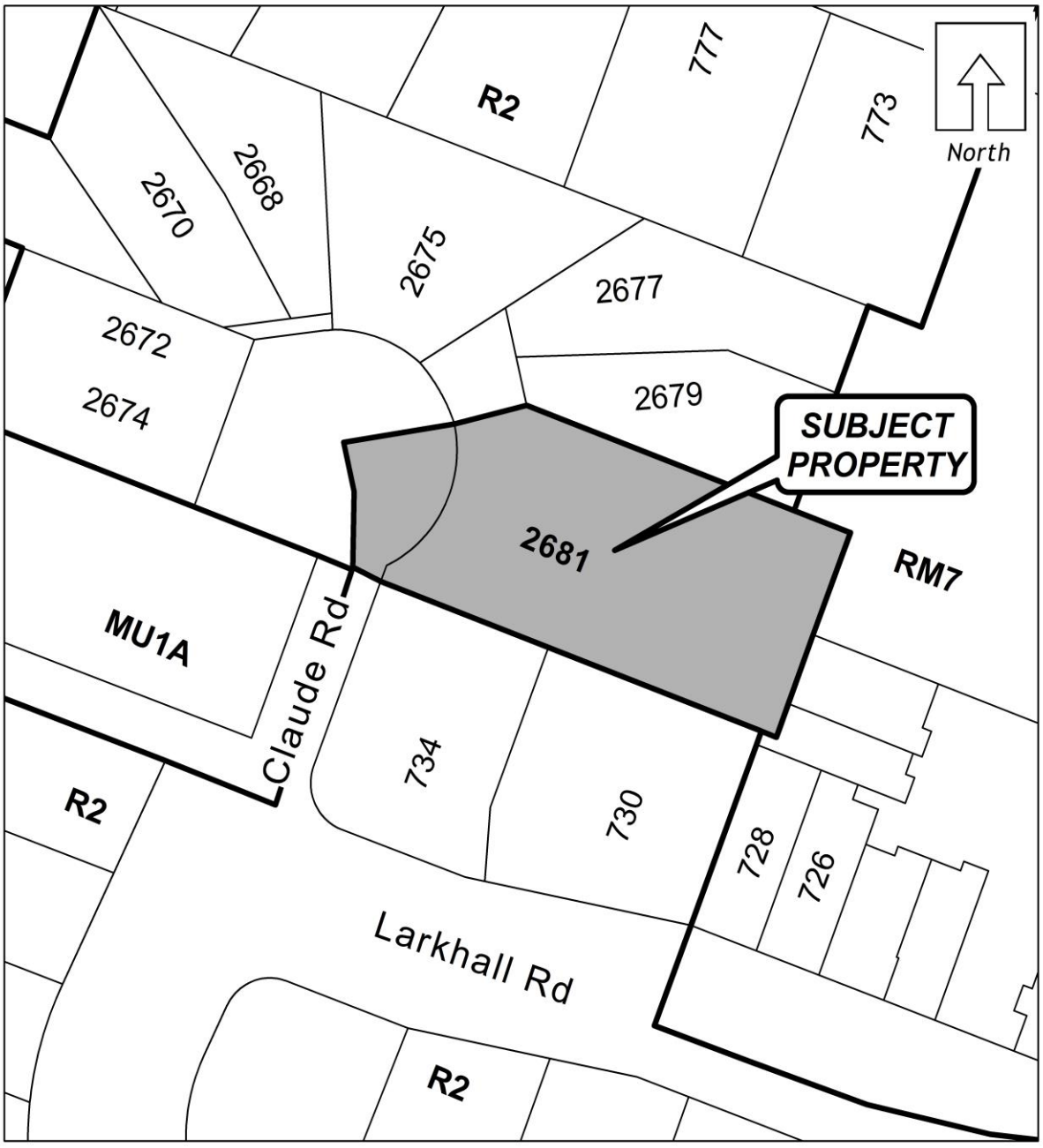
APPROVED BY THE MINISTRY OF TRANSPORTATION this day of , 2020.

ADOPTED this day of , 2020.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



Document Name: Bylaw_1678

I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1678

_____
MAYOR

ADOPTION: _____

_____
CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 1/30/2020

Annual Goddess Run goes virtual

Participants can share their route, time, photos online

Shalu Mehta
News Staff

The ninth annual Goddess Run is fully virtual this year in light of the COVID-19 pandemic for those who want to stay fit and inspired while supporting a good cause.

The typically in-person event is now a virtual experience for those who want to run, walk or skip on their own or with those in their household. Participants record their distance and time – if they so choose – and follow their own route on a day and time that works for them. They also have the option to do the distance of the race over multiple days or on a treadmill.

With the help of Race Roster, a website that helps organize events like the Goddess Run, participants will be able to post their results and photos online to share in the community spirit and show off their fun outfits. Participants will also still receive swag, including a shirt, bead and a race bag filled with goodies. There will also be draws for prizes, including diamond jewelry from Lugaro Jewellers.

Cathy Noel, race director for the Goddess Run, said they have offered virtual runs for those who can't attend the actual race for three years now. Participants can choose which distance they're going to run and still be part of the Goddess Run community.



Runners take off from the starting line outside Westhills Stadium in Langford in the sixth running of the 5 and 10 kilometre Goddess Run. (Black Press Media file photo)

"We have people from all over Canada, the United States and the farthest away is Kenya," Noel said. "It's for all different ages, people can take their kids out, bring their dogs … a lot of people get creative."

Registrants will also be invited to join a Goddess Online Training Group where they can participate in challenges, ask and answer questions and interact with the Goddess community online.

"It's not just about the one weekend," Noel said. "We want everyone to be inspired, motivated and educated 365 days of the year."

This year, proceeds from the Goddess Run will go towards the BC Cancer Foundation. The event has raised over 250,000 over the last nine years for various charities.

There are 37 spots left and registration for the event closes on April 22. For more information, visit goddessrun.ca.

shalu.mehta@blackpress.ca

Capital Regional District CRD

Water Main Flushing Notice

The water main flushing program will be undertaken in various areas of Sooke between April 13 and May 29, 2020.

The annual water main flushing program removes sediments that accumulate in the water mains in order to maintain good water quality. During the flushing, short periods of low water pressure and discolouration can be expected. If you would like advance notice of flushing in your area, simply call **CRD Integrated Water Services** at **250.474.9619** 8:30am to 4:30pm, Monday to Friday.

CRD accepts no liability for the inconvenience or damage caused by low pressure or discoloured water use during flushing.

We appreciate your cooperation and understanding.

www.crd.bc.ca/waterflushing

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City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that pursuant to Section 464(2) of the Local Government Act, the Council of the City of Langford has waived the holding of a Public Hearing for Bylaw No. 1678 (being a Bylaw to amend Zoning Bylaw No. 300 for the City of Langford).

Proposal: **The purpose of Bylaw No. 1678 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning of the property located at 2681 Claude Rd from R2 (One- and Two-Family Residential) Zone to MU2 (Mixed-Use Residential Commercial) to allow a future development of 35 multi-family residential units in a 6-storey building.**

Applicant: **David Fulkco**

Location: **The land that is the subject of Bylaw No. 1678 is located at 2681 Claude Rd.**

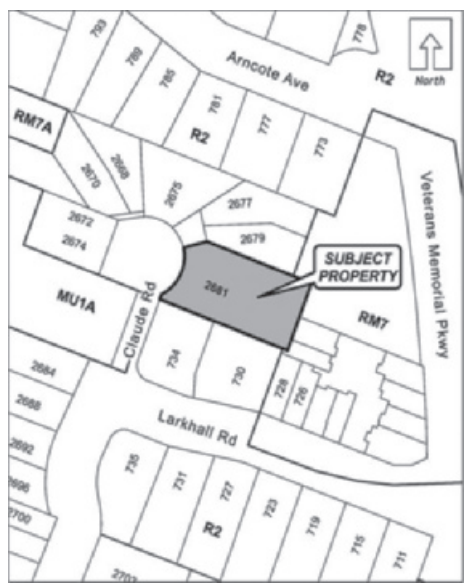
Council will be considering Bylaw No. 1678 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**

COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact Robert Dykstra in the Planning Department at 250-478-7882 or by email at rdykstra@langford.ca with any questions on this Bylaw.

Braden Hutchins
Director of Corporate Services



City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that pursuant to Section 464(2) of the *Local Government Act*, the Council of the City of Langford has waived the holding of a Public Hearing for Bylaw No. 1872 (being a Bylaw to amend Zoning Bylaw No. 300 for the City of Langford).

Proposal: **The purpose of Bylaw No. 1872 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning of the property located at 595 Hansen Ave from R2 (One- and Two-Family Residential) Zone to RM2A (Attached Housing) and RS4 (Residential Small Lot 4) to allow for seven new Townhouses while the existing dwelling remains in place with a suite on a small lot.**

Applicant: **Scott Auringer**

Location: **The land that is the subject of Bylaw No. 1872 is located at 595 Hansen Ave.**

Council will be considering Bylaw No. 1872 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**

COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact Robert Dykstra in the Planning Department at 250-478-7882 or by email at rdykstra@langford.ca with any questions on this Bylaw.

Braden Hutchins
Director of Corporate Services



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Canadians falling through the cracks



Alastair MacGregor
MP Report

Since the COVID-19 pandemic began, my office has heard from numerous constituents about the profound struggles they have encountered.

We have heard from local business owners, who are watching years of hard work come undone; from families fighting hard to keep their children healthy while still working to pay bills as frontline employees; from students, entering a job market with little prospects and no safety net; and from seniors, struggling to even pay for basic groceries.

We have heard your stories, and we are doing more than just listening. We are fighting for you.

On April 11, New Democrats worked alongside other MPs to pass an emergency motion in the House of Commons. We successfully pushed for the Liberal government to address the gaps in the Canada Emergency Response Benefit (CERB).

Too many Canadians are being not receiving the support they need to survive through this crisis, and it was critical that our caucus respond to their need.

Our motion to address this lack of support passed successfully, but work remains to be done. We cannot afford to leave anybody behind.

There is no playbook for what we are going through, forcing the federal government to create programs and services that are unprecedented.

Unfortunately, the programs have been overly complicated, full of delays, and we continue to hear from people who are falling through the cracks.

For example, some seniors now face going without the Guaranteed Income Supplement – a critical loss of income – because they have lost access to tax clinics.

Students are due to receive $750 a month less than CERB recipients, but they are still paying the same bills and having to save for their education. Rent is still due, and grocery costs are rising.

It was for these reasons that my NDP colleagues and I initially proposed a universal benefit for everyone while we figured our way through this crisis.

Yet while students, seniors, and others fall through the cracks, companies that use tax havens to hide revenue haven't been excluded from the possibility government bail-outs, as France, Poland, and Denmark have done. If companies utilize offshore tax havens to avoid paying their fair share of Canadian taxes, they should be fully disqualified from receiving public funds for support.

Furthermore, we must ensure that these public funds are never used for executive compensation or stock buy-backs.

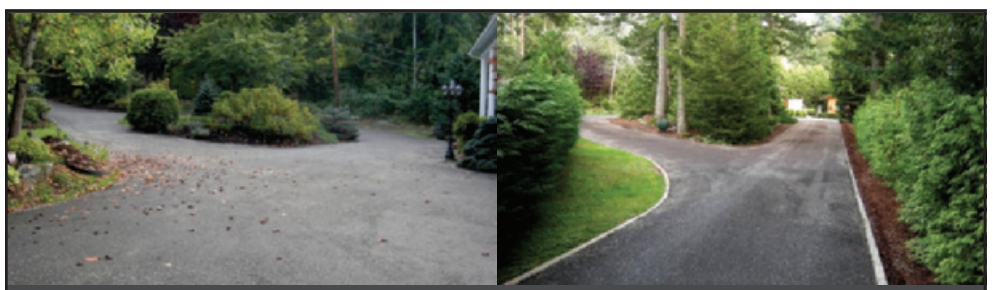
Our work is far from finished, and we need proper oversight and accountability of government support measures to ensure that Canadians get the help they need.

We have fought hard, and succeeded, in increasing the business wage subsidy and expanding the eligibility of the CERB.

I am deeply grateful to the people of Cowichan-Malahat-Langford for their resilience during these trying times, and I will continue to do everything in my power to ensure that our riding, and all Canadians, make it through this crisis stronger than ever.

Canadians and small businesses need the assurance that the federal government will be there to help them weather this storm and bounce back from it with resiliency and strength.

Alistair MacGregor is the MP for Cowichan-Malahat-Langford.



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Robert Henry | 250-588-3542
2aroosevelt@gmail.com

City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that pursuant to Section 464(2) of the Local Government Act, the Council of the City of Langford has waived the holding of a Public Hearing for Bylaw No. 1678 (being a Bylaw to amend Zoning Bylaw No. 300 for the City of Langford).

Proposal: **The purpose of Bylaw No. 1678 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning of the property located at 2681 Claude Rd from R2 (One- and Two-Family Residential) Zone to MU2 (Mixed-Use Residential Commercial) to allow a future development of 35 multi-family residential units in a 6-storey building.**

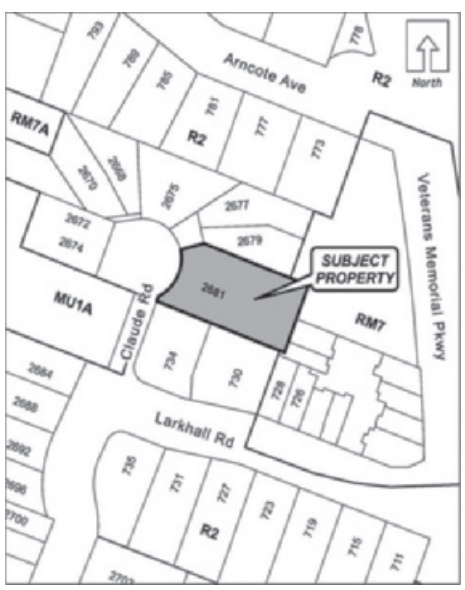
Applicant: **David Fulkco**

Location: **The land that is the subject of Bylaw No. 1678 is located at 2681 Claude Rd.**

Council will be considering Bylaw No. 1678 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**



COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact Robert Dykstra in the Planning Department at 250-478-7882 or by email at rdykstra@langford.ca with any questions on this Bylaw.

Braden Hutchins
Director of Corporate Services

Correction and apology to C-1 Contractors

In our report published in early February, regarding the flooding of housing displacing residents in Colwood, we identified a neighbouring source property as owned and partially owned by C-1 Contractors Ltd. That company was a tenant and not an owner.

We regret the error and apologize for any inconvenience it may have caused.

Also, a reader posted a comment online respecting fly-by-night contractors who were not local. In fact, C-1 Contractors has been present in the Greater Victoria area since 1994.

We apologize for any confusion this may have caused.



From: Ro ert Dy stra
To: Suzette Chapman
Subject: FW: file #z16-0007-2681 Claude Rd
Date: Thursday February 9 2017 9:58:08 AM

Hello Suzette

Below is correspondence I ve received in regards to the proposed rezoning at 2681 Claude Road if you could include it in the Committee s package.

Thanks
-Rob

From: [redacted]
Sent: February-09-17 9 28 AM
To: Robert Dykstra <rdykstra@cityoflangford.ca>
Cc: [redacted]
Subject: file #z16-0007-2681 Claude Rd

Hello I would like to express my opinions about the redevelopment of 2681 Claude Rd. I am the owner of [redacted] which will be greatly effected by this new development. First off I would prefer that there was a reduction of height to better blend with the other town houses behind this lot. I would like a solid fence at least 6 ft high to run the [redacted]. I would like the colour of the townhouse closest to me to be as light as possible. It would also make me happier if the planting of a tree at the back left corner was left out as there is already a magnificent plum there just [redacted] that provides the whole neighborhood with plums and will look beautiful from that back garden if allowed to hang over the fence as it does now. I realize this is just the first meeting and I hope to attend the next one in person. Thank you [redacted]

From: Matthew Baldwin
To: [redacted]; Robert Dykstra
Cc: Leah Stohmann
Subject: RE: 2681 Claude Road Rezoning
Date: Wednesday, February 15, 2017 10:53:23 AM
Attachments: image001.gif
DVP-03-25.pdf

Hello [redacted],

The next step in this rezoning process will be next Monday night. Council will receive the recommendation that came out of last night's meeting, and they will make a resolution to either proceed with the rezoning, or not. The recommendation is not binding on Council, but typically Council takes the advice of their committee.

When a Public Hearing has been scheduled (probably in April), you will receive a written notice. There will also be an ad in the Goldstream Gazette and a sign placed in front of the subject property.

In the meantime, you may want to consider the following:

- The properties that you and your neighbours have at 724-728 Larkhall are zoned RM7 (Medium Density Apartment), which is essentially the same zoning that the owner on Claude Road is seeking;
- The required setback between 728 Larkhall [redacted] and the property boundary that is common to 730 Larkhall was varied from 3m (10ft) to 2.4 m(8 ft) and constructed to that distance;
- The required setback between [redacted] and [redacted] and the property boundary that is common to 2681 Claude Road was also varied from 3 m (10 ft) to 2.4 m (8 ft), but I believe that the actual setback is 3m (10 ft), and this is the same as what the applicant is seeking by variance at 2681 Claude Road;
- The maximum permitted height and the maximum permitted lot coverage (which together determine building massing) in your zone is the same as what is permitted in the zone that the owner of 2681 Claude Road is seeking;

Given the parity between your property and what is proposed for 2681 Claude Road, it may be difficult for Council to give special consideration or compensation to you and your neighbours when no similar compensation was given when your property developed. On this point I would draw your attention to the attached Development Variance Permit, and the sole condition that your development provide intensive landscape screening between your property at 2681 Claude Road, and remind you that you are still obligated by this Variance Permit to maintain a 1.8 m (6 ft) high fence along this property boundary AND a landscape screen that is 2.5 m in height. The normal requirement is a 1.8 m (6 ft) high fence within a landscape area that is 1m wide. I expect that this might be an appropriate level of landscaping for 2681 Claude Road also.

If you have any further questions or concerns, please do not hesitate to contact me here.

Sincerely,

Matthew G. S. Baldwin, MCIP, RPP
Director of Planning

CITY OF LANGFORD
2nd floor, 877 Goldstream Ave.
Langford, BC V9B 2X8

T (250) 474-6919 · F (250) 391-3436

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From: [redacted]
Sent: Wednesday, February 15, 2017 9:02 AM
To: Matthew Baldwin <mbaldwin@cityoflangford.ca>; Robert Dykstra <rdykstra@cityoflangford.ca>
Cc [redacted]
Subject: Re: 2681 Claude Road Rezoning

Thank you Robert and Matthew for your assistance with providing information on this rezoning. Regrettably the Rezoning was passed last night.

Our **primary** concerns are:

- rear lot variance from 7.5m (25 feet) to 4m (13 feet) - which is reduced an additional ~3ft on the second floor by the deck

- Block B positioning essentially covers the full width of the rear lot and loams at least 38ft (site plan records height as 34ft which is not measured to the highest point)

It is my understanding that the next step is a Public Hearing.

As I've indicated, I am not familiar with the process and am hoping to be better prepared for the hearing. How will we be notified of the date and time of the Public Hearing and how far in advance is the meeting scheduled?

We will be looking for a chance to provide feedback on the Landscaping Plan and would like to allow

ourselves as much time as possible to review it prior to the meeting.
Once we know the date of the Public Hearing, I assume it is appropriate to request a copy of the landscape plan. Yes?

regards, [redacted]

From: "mbaldwin" <mbaldwin@cityoflangford.ca>
To: [redacted]
Sent: Tuesday, February 14, 2017 2:43:18 PM
Subject: RE: 2681 Claude Road Rezoning

Hi [redacted],

Thank you for this email. I have included my comments below in green, although this all may be moot if the applicant asks the Committee to set his application aside while he determines if he has other options. I am expecting that this may be how it goes tonight.

All the best,

-Matthew

Matthew G. S. Baldwin, MCIP, RPP
Director of Planning

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From: [redacted]
Sent: Tuesday, February 14, 2017 2:14 PM
To: Matthew Baldwin <mbaldwin@cityoflangford.ca>

Cc: [redacted]
Subject: Fwd: 2681 Claude Road Rezoning

Good afternoon Matthew
We met Friday afternoon when I came in to discuss the rezoning for 2681 Claude Road.
I understand that Robert is not in the office today and wonder if you might be able to provide information as noted below or at least be aware of these items in case they are raised at the meeting this evening.

Regards, [redacted]

From: [redacted]
To: "Robert Dykstra" <rdykstra@cityoflangford.ca>
Cc: [redacted]
Sent: Monday, February 13, 2017 11:48:04 AM
Subject: 2681 Claude Road Rezoning

Hi Robert
I stopped by the Planning office Friday afternoon and had a chance to speak with Matthew Baldwin and picked up the meeting information package. Thank you for making this available to us.

I am in the process of reviewing the Staff Report and drawings for Application Z16-0007 and have a few questions.

- Site plans show the front setback is measured from the front building exterior wall. The rear setback is measured from the roof line. Both measurements should be from the building face, although sometimes the designer will use the closest feature of the building (such as the roof) when seeking a variance, so that the variance in an absolute distance. Otherwise, the applicant may obtain a variance to the building face, and then be entitled to projections from that point for features such as decks, porches, patios and roof overhang.

The front decks extend approximately 6 ft. into the proposed reduced 12 ft. setback.
The rear decks extend 3 feet into the proposed reduced 13 ft. setback. The applicant is currently seeking a reduction in the rear yard setback from 7.5 m to 4 m. The decks and eaves appear to project a further 1m into this setback, as would be permitted under the zoning.
This means Block A decks are 6 feet from the front lot line and Block B decks are 10 feet from the lot line. Is my interpretation of this correct? The rear decks (block B) appear to be shown @ 3m from the rear lot line. The distance of the front decks from the front property line is a bit more difficult to determine from the plan that I am reviewing, as the front lot line is not square to the building face.

- Block A and B height (front elevation diagrams) - show the Building height as 34 ft. This measure is not to the top most portion of the roof. Why is that? The proposed site plan positions Block B across the width of the lot, which means the full height of the building (to the upper most points), will impact the amount of direct sunlight our rear lots will receive. See my first comment, above.
- Staff Report Page 21 Option 1 point 1b - requires an on-site landscape plan be provided prior to the public hearing. Has one been submitted? Since completion of the apartment building on Veteran's Memorial [redacted] we have experienced issues with drainage from the watering system and with shrubbery next to the fence. We would therefore appreciate an opportunity to review the landscape plan and provide feedback. The meeting tonight is the first consideration of the proposal by Council's Planning and Zoning Committee. If Council wishes to proceed with this rezoning, they will convene a Public Hearing. Public Hearings usually occur 6-8 weeks after Council gives its first consideration to the rezoning. You can address the Landscape Plan (if Council requires it prior to Public Hearing) at the Public Hearing.

Any assistance you can provide with respect to answers to these questions prior to the Tuesday 5:30 meeting would be appreciated.

Regards, [redacted]

Again, all of this may be moot if the applicant requests that the application be set aside while he redesigns.

From: [redacted]
To: Langford Planning General Mailbox
Subject: 2681 Claude rd
Date: Saturday, April 25, 2020 7:58:40 AM

Hello thank you for your letter in reference to development proposed for lo [redacted].
As in the Enclave development it is nice to know that you give us notice of what's coming.
Being of normal intelligence and having attended previous public hearings. I am aware that it doesn't matter what I think or want.
The building of enclave destroyed our property value
Our quality of life
Our health and happiness
We were lied to when told underground's entrance of Enclave would be at side of building on Larkhall extension It was instead put directly [redacted]
We were lied to when told garbage disposal would be at back of building in their parking lot. It is [redacted]. 7:20 am p.u. With over head bin dump. Nice ! And two more each day. Our yard and perimeter is saturated with dog urine and feces from the lovely pet friendly Enclave. Wow imagine in these times raw sewage being dumped on mass on the streets . I guess were back in the dark ages, you know before the industrial revolution ? I as well as Our children suffer from Asthma and cannot go outside in our yard due to the crowds of tentants sent outside to smoke their cigarettes and marijuana. No smoking on their property! So are sent over to our home and do it around ours. It is just wonderful that now our back patio (the only place that we can sometimes sit safely if wind direction ok) is no longer going to be safe with your new development on the [redacted]. Looking forward to the 20 to 35 new dogs pooping and peeing around our house with the 40 plus already from Enclave. So much for Langford being a family friendly place to move to !

Please update your bylaws to keep our town clean and safe for all.
Parking for tenants cars included in rent so our streets are not clogged with cars and people fighting over them. Blocking home owners from having visitors and a life.
Buildings should have their own space for tenants to smoke and do their drugs.
Buildings need to provide a Sani station to poo and piss their animals in with a hose and drain Then they can take them for a walk on our streets without fouling them with their copious piles of sewage. Yesterday I saw a child almost get hit by a car because he was walking down the road to avoid the dog crap on the side of the road. way to go , great planning. Langford , It's gonna be a great smelly unhealthy place to live.
[redacted]

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CITY OF LANGFORD
BYLAW NO. 1864

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 following from the Table of Contents: "6.20 One-Family Residential (R1) Zone", "6.21 One- and Two-Family Residential (R2) Zone", "6.22..One- to Five-Family Residential (R3) Zone", "6.23 Residential Small Lot (RS1) Zone", 6.25 Residential Small Lot 2 (RS2) Zone", "6.26 One- and Two-Family Residential A (R2A) Zone", "6.27 Residential Small Lot 3 (RS3) Zone", "6.27A Residential Small Lot 4 (RS4) Zone", "6.29 One-Family Residential 4 (R4) Zone";

2. By adding the following to the Table of Contents: "6.20 Residential Small Lot (RS1) Zone", "6.22 One- and Two-Family Residential (R2) Zone" and "6.26 Residential Lakeshore (RL1) Zone";

3. By replacing the "Residential Zones" portion of section 5.04.01 with the following:

"Residential Small Lot	RS1
One-and Two-Family Residential	R2
Residential Lakeshore	RL1
Mobile Home Park	RH1
Residential Townhouse 1	RT1
Residential Townhouse 2	RT2"

4. By deleting sections 6.20, 6.21, 6.22, 6.23, 6.25, 6.26, 6.27, 6,27A, and 6.29 in their entirety;

5. By adding the text in Appendix "A" to this Bylaw as Section 6.20;

6. By adding the text in Appendix "B" to this Bylaw as Section 6.22;

7. By adding the text in Appendix "C" to this Bylaw as Section 6.26;

8. By replacing subsection 6.101.01(1)(p) with the following: "two-family dwellings on lots with areas greater than or equal to 300 m^2 (3 229 ft^2) and widths not less than 10 m (33 ft)";

9. By deleting the Zoning designation of all lands currently zoned One-Family Residential (R1), One- and Two-Family Residential A (R2A), One- to Five-Family Residential (R3), Residential Small Lot 4 (RS4) and One-Family Residential 4 (R4) shown on Schedule "B" and designating these lands as One- to Two-Family Residential (R2) on Schedule "B";

10. By deleting the Zoning designation of all lands currently zoned Residential Small Lot 2 (RS2) and Residential Small Lot 3 (RS3) shown on Schedule "B" and designating these lands as Residential Small Lot (RS1) on Schedule "B"

11. By adding to the Residential Lakeshore (RL1) zone the lands shown shaded on the plans D1, D2 and D3 attached to this bylaw as Appendix “D”;

B. This Bylaw may be cited for all purposes as “Langford Zoning Bylaw, Amendment No. 574, (Omnibus No. 52 – Residential Zone Combining), Bylaw No. 1864, 2020".

PUBLIC HEARING WAIVED BY RESOLUTION OF COUNCIL this 6th day of April, 2020.

READ A FIRST TIME this day of, 2020.

READ A SECOND TIME this day of, 2020.

READ A THIRD TIME this day of, 2020.

ADOPTED this of, 2020.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Appendix "A"

Section 6.20 – Residential Small Lot 1 (RS1) Zone

The intent of the Residential Small Lot 1 (RS1) Zone is to permit one-family dwellings lots serviced by municipal sewers within the urban core as an infill use, or in new neighbourhoods where a sewer system is in place.

6.20.01 Permitted Uses

The following uses and no others are permitted in the RS1 Zone:

(1) **Accessory buildings** and **structures;**

(2) **Dwelling, one-family;**

(3) **Home occupation** in accordance with Section 3.09;

(4) **Secondary suite in a one-family dwelling** in accordance with Sec. 3.08, on any lot that is 400m^2 (4,305 ft^2) or greater in area;

(5) **Secondary suite in a one-family dwelling** on **lots** with **lot areas** greater than or equal to 400 m^2 and **lot width** greater than 12m in accordance with Section 3.08 on the properties legally described as: LOT 1, SECTION 116, ESQUIMALT DISTRICT, PLAN 22391 (2786 Wenger Terrace) and LOT 3, SECTION 84, ESQUIMALT DISTRICT, PLAN 21075 (939 Walfred Rd);

(6) **Secondary suite in a one-family dwelling**, in accordance with Section 3.08, on the properties legally described as Lots 1, 2 and 3, Block 1, Section 86, Metchosin District, Plan 1524 and The Northerly 74.6 Feet of Lot 2, Block 1, Section 86, Metchosin District, Plan 1524 (3300, 3310, 3326/3328 and 3306 Happy Valley Road); Lot 1, Section 86, Metchosin District, Plan 12293 (3344 Happy Valley Road); and Strata Lots 1 and 2, Section 86, Metchosin District, Strata Plan VIS2845 (3338 and 3340 Happy Valley Road);

(7) The keeping of not more than one **boarder** in a **one-family dwelling**;

(8) **Townhouses** on the properties legally described as PID No.: 002-559-285 (3306 Happy Valley Rd); PID No.: 003-620-603 (3310 Happy Valley Rd); PID No.: 005-198-143 (3326 & 3328 Happy Valley Rd); PID No.: 018-357-776 (3338 Happy Valley Rd); PID No.: 018-357-784 (3340 Happy Valley Rd); PID No.: 004-491-823 (3344 Happy Valley Rd); and PID No. 000-156-884 (3416 Hazelwood Rd;

(9) **Uses accessory** to a **principal use** permitted in this zone; and

(10) **Uses** permitted by Section 3.01 of this Bylaw;

6.20.02 Subdivision Lot Requirements

(1) No **lot** having a **lot area** less than 850 m^2 (9,150 ft^2) may be created by subdivision in the Residential Small Lot 1 (RS1) Zone.

(2) Despite Subsection 6.20.02(1), on land whose legal description is set out in Table 1 of Schedule AD, the minimum **lot area** for subdivision of **lots** for a **one-family dwelling** use may be 200 m^2 (2,153 ft^2) if the owner of the land proposed to be subdivided:

(a) Pays to the City the amount specified in Column 4 of Table 1 of Schedule AD, prior to the time of subdivision;

(3) No **lot** having a **lot width** of less than 9 m (29.5 ft) may be created by subdivision;

(4) No **lot** having a **building envelope** with a width or depth of less than 5.5 m (18 ft) nor an area of less than 67 m^2 (720 ft^2) may be created by subdivision;

(5) No panhandle **lot** having a **lot area** less than 400m^2 (4,305 ft^2) may be created by subdivision in the Residential Small Lot 1 (RS1) Zone;

(6) Despite Subsections 6.20.02(1) and 6.20.02(2), the minimum **lot area** and minimum **lot width** for subdivision of lots for a one-family dwelling use may be further reduced for the properties listed in Table 1 below as indicated:

Table 1

Legal Description	Minimum Lot Width
PID No.: 000-156-884 (3416 Hazelwood Rd)	8.4 m (27.5 ft), except one lot included in the plan of subdivision may be 7.6 m (24.9 ft)

6.20.03 Density of Development

(1) There may not be more than one **residential building** on a **lot**.

(2) Despite article (1), one or more additional **residential buildings** are permitted where **townhouse** units are located within a strata plan subdivided pursuant to the *Strata Property Act*.

(3) The total floor area of a one family-dwelling on lots less than 400m2 on the property legally described as Lot 3, Section 84, Esquimalt District, Plan 21075; PID No.: 003-488-209 (939 Walfred Rd) may not exceed the total area of the lot upon which it is constructed.

6.20.04 Lot Coverage

(1) **Lot coverage** of all **buildings** and **structures** may not exceed 50%;

(2) Despite subsection 6.20.04(1), the **lot coverage** for a **Townhouse** use may exceed 50% but may not exceed 60%.

6.20.05 Height of Principal Use Buildings

(1) No **building** or **structure** may exceed a **height** of 9 m (29.5 ft);

(2) Despite subsection 6.20.05(1) any **townhouse** structure or a principal **building** on property legally described as PID No.: 000-156-884 (3416 Hazelwood Rd) may exceed a height of 9m (29.5 ft) but may not exceed a height of 3 storeys;

6.20.06 Setbacks

(1) No principal **building** may be located:

(a) within 3.0 m (9.8 ft) of any **front lot line** when the lot fronts on and has access from a **highway** or access route in a bare land strata plan, except that no **garage or carport** that faces any **front lot line** and whose vehicle access crosses a **front lot line** may be located within 6 m (19.6 ft) of the nearest edge of the sidewalk or the nearest edge of the curb (if no sidewalk has been constructed) of the abutting highway or access route;

(b) within 5.5 m (18 ft) of any **rear lot line**;

(c) within 3.5 m (11.5 ft) of any **exterior side lot line**, except that no **garage or carport** that faces an **exterior side lot line** may be located within 6 m (19.6 ft) of the nearest edge of the sidewalk or the nearest edge of the curb (if no sidewalk has been constructed) of the abutting **highway** or access route;

(d) within 1.5 m (4.9 ft) of any **interior side lot line**;

6.20.07 Landscape Screening

The relevant regulations of Section 3.21 of this Bylaw shall apply.

6.20.08 General

The relevant regulations of Part 3 of this Bylaw shall apply.

Appendix "B"

Section 6.22 – One- and Two-Family Residential (R2) Zone

The intent of the One-and Two-Family Residential (R2) Zone is to permit a one-family dwelling on a lot with an area of not less than 1.0 ha (2.47 acres) in areas not serviced by community sanitary sewer, and to permit a one-family dwelling on a lot with an area not less than 400 m^2 (4,305 ft^2) and two-family dwellings on a lot with an area not less than 600m^2 (6,458 ft^2) in areas that are served by community sanitary sewer.

6.22.01 Permitted Uses

The following uses and no others are permitted in the R2 Zone:

(1) **Accessory buildings** and **structures**;

(2) **Dwelling, one-family**;

(3) **Dwelling, two-family,** on lots with an area greater than or equal to 600m^2 (6458 ft^2);

(4) **Group daycare** in accordance with Section 3.26.02;

(5) **Home occupation** in accordance with Section 3.09;

(6) **Schools** on lands shown shaded on the map attached as Schedule WL to this bylaw;

(7) **Secondary suite** on **lots** with **lot areas** greater than or equal to 400 m^2, or a **garden suite** or a **carriage suite** as an accessory use to a one-family dwelling, in accordance with Section 3.08;

(8) The keeping of horses, cattle, sheep, goats, rabbits and poultry, for domestic purposes in accordance with Sec. 3.12;

(9) The keeping of not more than four **boarders** in a **one-family dwelling**;

(10) **Townhouses** on those properties legally described as PID No.:009-875-867 (3690 Happy Valley Rd), PID No.: 002-035-235 (3694 Happy Valley Rd), PID No. 001-138-138 (4342 West Shore Pkwy) and on lands shown shaded on the map attached as Schedule WL to this bylaw;

(11) **Uses accessory** to a **principal use** permitted in this zone; and

(12) **Uses** permitted by Section 3.01 of this Bylaw.

6.22.02 Subdivision Lot Requirements

(1) No **lot** having a **lot area** less than 2.0ha (5 acres) may be created by subdivision in the R2 Zone, except that a **lot** of 400 m^2 (4305 ft^2) may be created by subdivision if:

(a) The property is served by community sanitary sewer; **AND**

(b) Is not within the lands designated as "City Centre" on Map 2 – City of Langford Growth Management and Land Use Strategy, of Bylaw No. 1200, City of Langford's Official Community Plan; **AND EITHER**

(c) The legal description of the property being subdivided is not listed in Column 3 of Table 1 of Schedule AD of this Bylaw; **OR**

(d) the legal description of the property being subdivided is listed in Column 3 of Table 1 of Schedule AD of this Bylaw **AND** the owner of the land proposed to be subdivided pays to the City the amount specified in Column 4 of Table 1 of Schedule AD, prior to the time of subdivision;

(2) No **lot** having a **lot width** less than 12 m (39.3 ft) may be created by subdivision.

(3) No **lot** having a **building envelope** with a width or depth less than 6 m (19.6 ft) nor an area less than 93 m^2 (1000 ft^2) may be created by subdivision.

(4) No **panhandle lot** may be created in the R2 Zone.

(5) Despite subsection 6.22.02(1), on that property legally described as Lot 1, Section 26, Goldstream District, Plan 24172; PID 002-981-220 (2955 Irwin Rd), the minimum **lot area** for subdivision may be 260 m^2 if:

(a) the owner of the land proposed to be subdivided pays to the City the amount specified in Column 4 of Table 1 of Schedule AD, prior to the time of subdivision; and

(b) the maximum density of development does not exceed 18 **lots**.

(6) Despite subsection 6.22.02(1), on land shown as shaded on the map attached as Schedule WL, the minimum **lot area** for subdivision may be 200m^2 if the owner of the land proposed to be subdivided:

(a) Pays to the City the amount specified in Column 4 of Table 1 of Schedule AD, prior to the time of subdivision; and

(b) Does not create more than 30 **lots** by subdivision that have a **lot area** less than 400 m^2

6.22.03 Regulations for Two-Family Residential Use

In addition to all other regulations in this section, the following regulations apply to **two-family dwellings** in the R2 zone:

(1) **Two-Family dwellings** are prohibited on panhandle lots;

(2) The **lot area** for a **two-family dwelling** use may not be less than 600m^2 (6,459 ft^2);

(3) Despite subsection 6.22.03(2) on lands designated as "City Centre" on Map 2 – City of Langford Growth Management and Land Use Strategy, of Bylaw No.

1200, City of Langford's Official Community Plan the **lot area** for a **two-family dwelling** may not be less than 1500m^2 (0.37 acres);

(4) The **lot width** may not be less than 15 m (49.2 ft).

(5) The width of the **building envelope** may not be less than 12 m (39.4 ft);

(6) In addition to all other regulations of this Bylaw any building or structure on the **lot** must be dimensioned, sited, and designed in conformance with an approved development permit.

(7) In addition to all other regulations of this Bylaw, a continuous **landscape and screening area** of at least 1.0 m (3.3 ft) in width containing a shrub, hedge or fence screen or a minimum **height** of 1.8 m (5.9 ft) at time of planting, must be provided along any interior side lot line starting from 6.0 m (19.7 ft) to the rear of the **front lot line** and extending to the **rear lot line.**

6.22.04 Density of Development

(1) There may not be more than one **residential building** on a **lot**, exclusive of any **garden suite** or **carriage suite**.

(2) Despite subsection 6.22.04(1) there may be more than one residential building on a lot, if those residential buildings contain only a townhouse use.

(3) Under no circumstances may the density of development on those properties legally described as: PID No.: 009-875-867 (3690 Happy Valley Rd) and PID No.: 002-035-235 (3694 Happy Valley Rd) exceed 125 Single Family Equivalent (SFE) dwelling units, and for the purpose of this section a Townhouse unit shall be deemed equivalent to 0.66 SFE.

(4) Under no circumstances may there be more than 80 townhouse units within the area shown as shaded on the map attached as Schedule WL.

6.22.05 Lot Coverage

Lot coverage of all **buildings** and **structures** may not exceed 40%, except that on **lots** less than 550m2 (5,920 ft2) in a **lot area**, the **lot coverage** for all **buildings** and **structures** may exceed 40% but not exceed 50%.

6.22.06 Height and Size of Principal Use Buildings

No **building** or **structure** may exceed a height of 9 m (29.5 ft).

6.22.07 Setbacks

(1) No principal **building** may be located:

(a) Within 3.0 m (9.8 ft) of any **front lot line** except that no **garage or carport** that faces a **front lot line** may be located within 5.5 m (18 ft) of the **front lot line**;

(b) Within 5.5 m (18 ft) of any **rear lot line**;

(c) Within 3.0 m (9.8 ft) of any **exterior side lot line** except that no **garage or carport** that faces an **exterior side lot line** may be located within 5.5 m (18 ft) of the **exterior side lot line**; or

(d) Within 1.5 m (4.9 ft) of any **interior side lot line**.

(2) Despite article (1) the siting of any **building** for the keeping of horses, cattle, sheep, or goats must comply with Section 3.12 of this Bylaw.

(3) Despite article (1) and article (2) and Section 3.12 of this Bylaw, no building for the keeping of poultry and rabbits may be located within 6 m (20 ft) of any **interior side lot line** nor within 7.6 m (25 ft) of **any exterior side, front or rear lot line**.

6.22.08 Landscape Screening

(1) The relevant regulations of Section 3.21 of this Bylaw must apply.

(2) In addition to all other regulations of this Bylaw, for a two-family residential use a continuous **landscape and screening area** of at least 1 m (3.3 ft) in width containing a shrub, hedge or fence screen of a minimum **height** of 1.8 m (5.9 ft), at time of planting, must be provided along any interior lot line starting from 6 m (19.7 ft) to the rear of the **front lot line** and extending to the **rear lot line**.

6.22.09 General

The relevant regulations of Part 3 of this Bylaw must apply.

Appendix "C"

Section 6.26 – Residential Lakeshore (RL1) Zone

The intent of the Residential Lake Shore (RL1) Zone is to permit a one-family dwelling on a lot abutting Langford, Glen or Florence Lake with an area of not less than 1,500 m2 (0.37 acres) unless the Streamside Protection and Enhancement Area (SPEA) is provided to the City.

6.26.01 Permitted Uses

The following uses and no others are permitted in the RL1 Zone:

(1) **Accessory buildings** and **structures**;

(2) **Dwelling, one-family**;

(3) **Group daycare** in accordance with Section 3.26.02;

(4) **Home occupation** in accordance with Section 3.09;

(5) **Secondary suite**, **garden suite** or **carriage suite** as an accessory use to a **one-family dwelling**, in accordance with Section 3.08;

(6) The keeping of horses, cattle, sheep, goats, rabbits and poultry, for domestic purposes in accordance with Sec. 3.12;

(7) The keeping of not more than four **boarders** in a **one-family dwelling**;

(8) **Uses accessory** to a **principal use** permitted in this zone; and

(9) **Uses** permitted by Section 3.01 of this Bylaw.

6.26.02 Subdivision Lot Requirements

(1) No **lot** having a **lot area** less than 1 500 m^2 (16 146 ft^2) may be created by subdivision, and the **Streamside Protection and Enhancement Area** (SPEA) designated by a qualified environmental professional in a riparian areas assessment shall not be included in the **lot area** calculation for the purpose of determining compliance with this article;

(2) Despite subsection 6.26.02(1) **lots** having **lot areas** of 950 m^2 (10 226 ft^2) and greater may be created by subdivision if the **Streamside Protection and Enhancement Area** (SPEA) designated by a qualified environmental professional in a riparian areas assessment of the **lot** being subdivided is transferred to the City of Langford at the time of subdivision.

(3) Despite subsection 6.26.02(1), on land whose legal description is set out in Table 1 of Schedule AD, the minimum lot area for subdivision of lots abutting Langford, Glen or Florence Lake may be as specified in articles (i) and (ii) below, if the owner of the land proposed to be subdivision pays to the City

the amount specified in Column 4 of Table 1 of Schedule AD prior to Subdivision Approval:

(a) Lots with an area of 1,500 m^2 (16,146 ft^2) or greater, including the area of the SPEA, may be created abutting Langford, Glen or Florence Lake; and

(b) Lots with an area of 550 m^2 (5,920 ft^2) or greater may be created provided such lots are located directly behind a new lot created pursuant to article (i) above and do not abut Langford, Glen or Florence Lake.

(4) No **lot** may be created having a **lot width** less than 16 m (52.5 ft).

(5) No **lot** may be created having a **building envelope** with a width or depth less than 7m (23 ft) nor an area less than 186 m^2 (2,002 ft^2).

6.26.03 Density of Development

There may not be more than one **residential building** on a **lot**, exclusive of any **garden suite** or **carriage suite**.

6.26.04 Lot Coverage

Lot coverage of all **buildings** and **structures** may not exceed 35%.

6.26.05 Height and Size of Principal Use Buildings

No **building** or **structure** may exceed a **height** of 9 m (29.5 ft).

6.26.06 Setbacks

(1) No principal **building** may be located:

(a) within 3.0 m (9.8 ft) of any **front lot line** except that no **garage or carport** that faces a **front lot line** may be located within 5.5 m (18 ft) of the **front lot line**;

(b) within 5.5 m (18 ft) of any **rear lot line**;

(c) within 3.5 m (11.5 ft) of any **exterior side lot line** except that no **garage** or **carport** that faces an **exterior side lot line** may be located within 5.5 m (18 ft) of the **exterior side lot line**; or

(d) within 1.5 m (4.9 ft) of any **interior side lot line**;

6.26.07 Landscape Screening

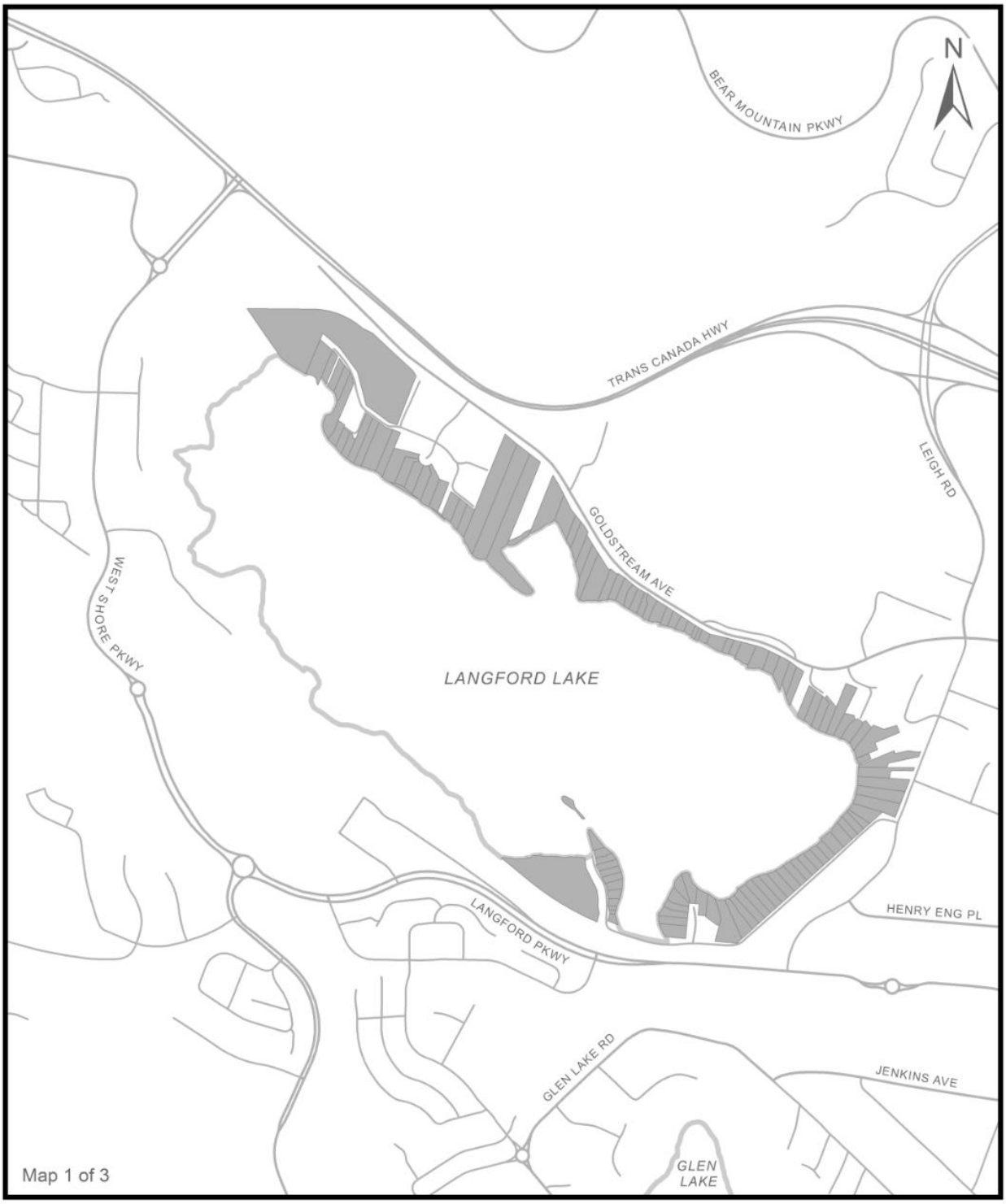
The relevant regulations of Section 3.21 of this Bylaw must apply.

6.26.08 General

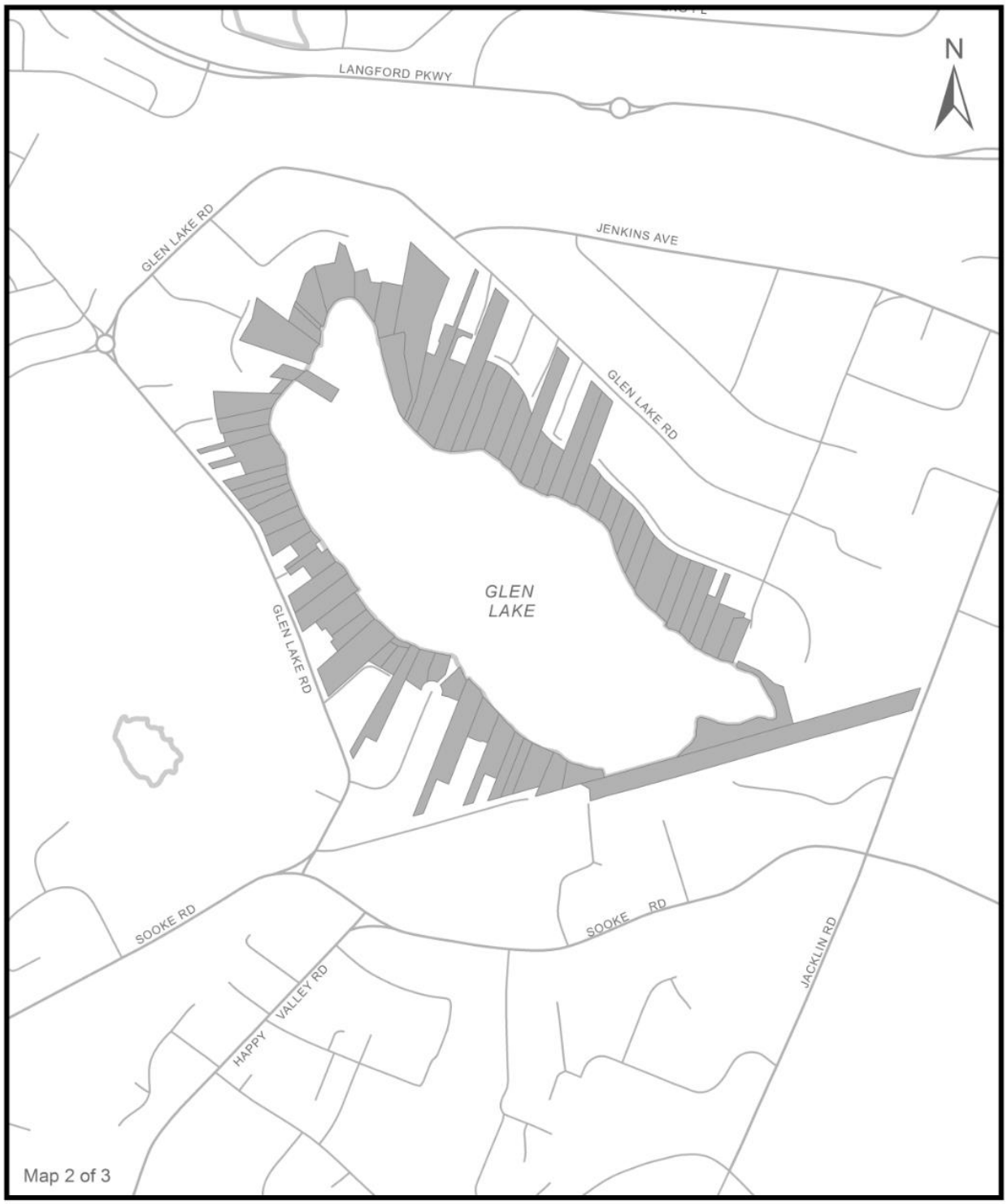
The relevant regulations of Part 3 of this Bylaw must apply.

Appendix "D"

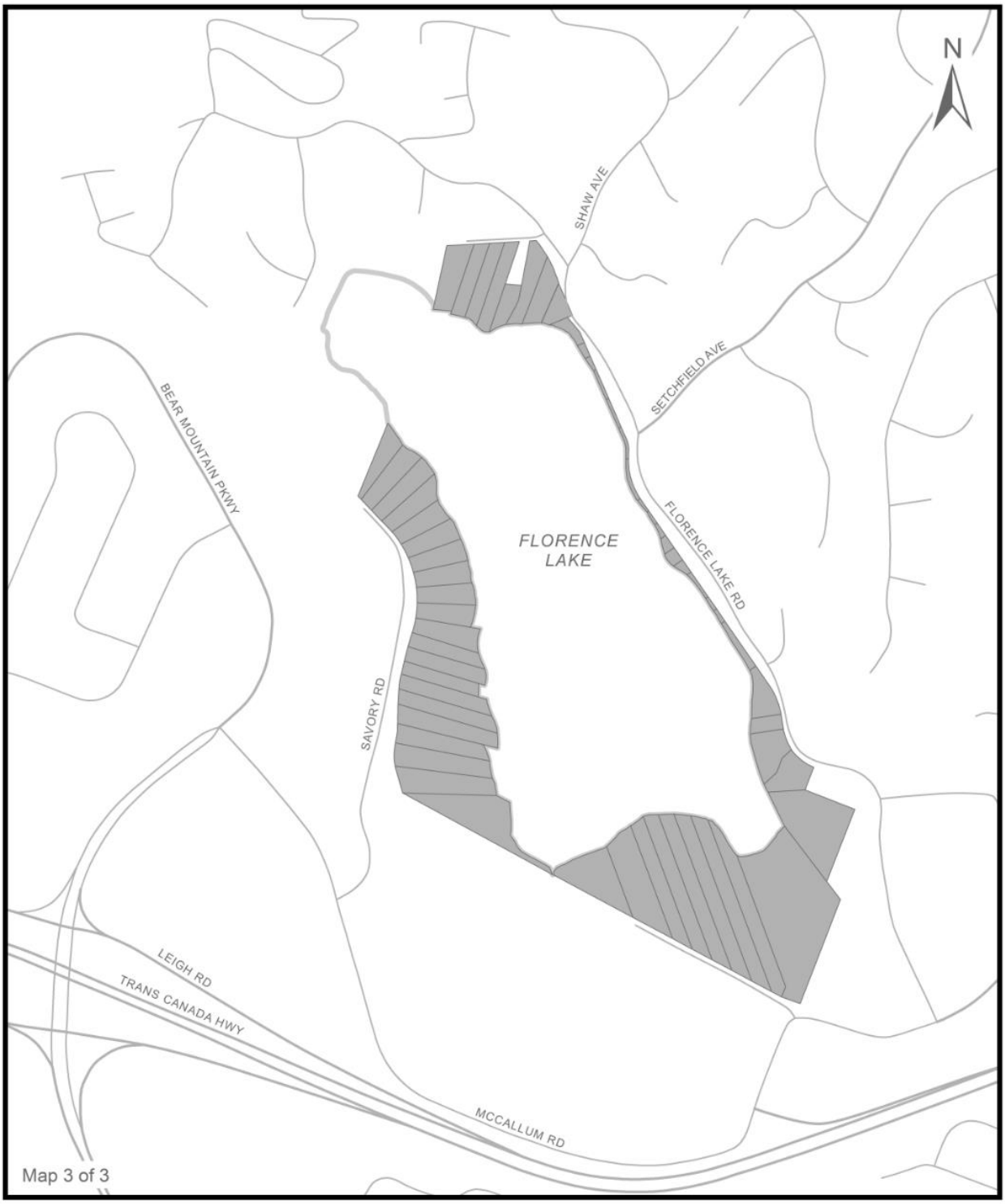
D1 – Langford Lake



D2 – Glen Lake


N
LANGFORD PKWY
GLEN LAKE RD
JENKINS AVE
GLEN LAKE RD
GLEN LAKE
GLEN LAKE RD
SOOKE RD
SOOKE RD
JACKLIN RD
HAPPY VALLEY RD
Map 2 of 3

D3 – Florence Lake



City of Langford
www.cityoflangford.ca

Staff Report

to

Council

Date: May 4, 2020

Department: **Planning**

Subject: Bylaw No. 1872 – application to rezone 595 Hansen Ave from R2 (One- and Two-Family Residential) to RM2A (Attached Housing) Zone and RS4 (Residential Small Lot 4) to allow the development of approximately 7 townhouse units while retaining the existing single-family dwelling

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Background

Council gave Bylaw No. 1872 first reading at their Regular Meeting held January 20th, 2020. This Bylaw is also captured by the resolution passed at Council's April 6th 2020 Regular Meeting to waive public hearings for all zoning amendment bylaws that are compliant with the OCP designation while the COVID-19 pandemic is ongoing.

Commentary

Staff confirm all Notices and Advertisements have been placed in accordance with Section 467 of the *Local Government Act*.

All correspondence received with regards to this bylaw is attached to this report for Council's information.

Options

That Council:

1. Give second and third readings to Bylaw No. 1872;

Or

2. Take no action at this time with respect to Bylaw No. 1872.

Respectfully submitted,

Submitted by:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning-Email Approved
Concurrence:	Adriana Proton, Manager of Legislative Services-Email Approved
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning-Email Approved
Concurrence:	Darren Kiedyk, Chief Administrative Officer-Email Approved

CITY OF LANGFORD
BYLAW NO. 1872

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 R2 (One- and Two-Family Residential) Zone and adding to RM2A (Attached Housing) Zone and RS4 (Residential Small Lot 4) Zone the property legally described as LOT A, SECTIONS 109 AND 111, ESQUIMALT DISTRICT, PLAN 17302, PID No. 001-514-229 (595 Hansen Ave) 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)
RM2A & RS4	1872	LOT A, SECTIONS 109 AND 111, ESQUIMALT DISTRICT, PLAN 17302, PID No. 001-514-229 (595 Hansen Ave)	a) $3,660 per new unit created towards the General Amenity Reserve Fund; b) $610 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. 577, (595 Hansen Ave), Bylaw No. 1872, 2020".

READ A FIRST TIME this 20th day of January, 2020.

PUBLIC HEARING WAIVED BY RESOLUTION OF COUNCIL this 6th day of April. 2020.

READ A SECOND TIME this day of, 2020.

READ A THIRD TIME this day of, 2020.

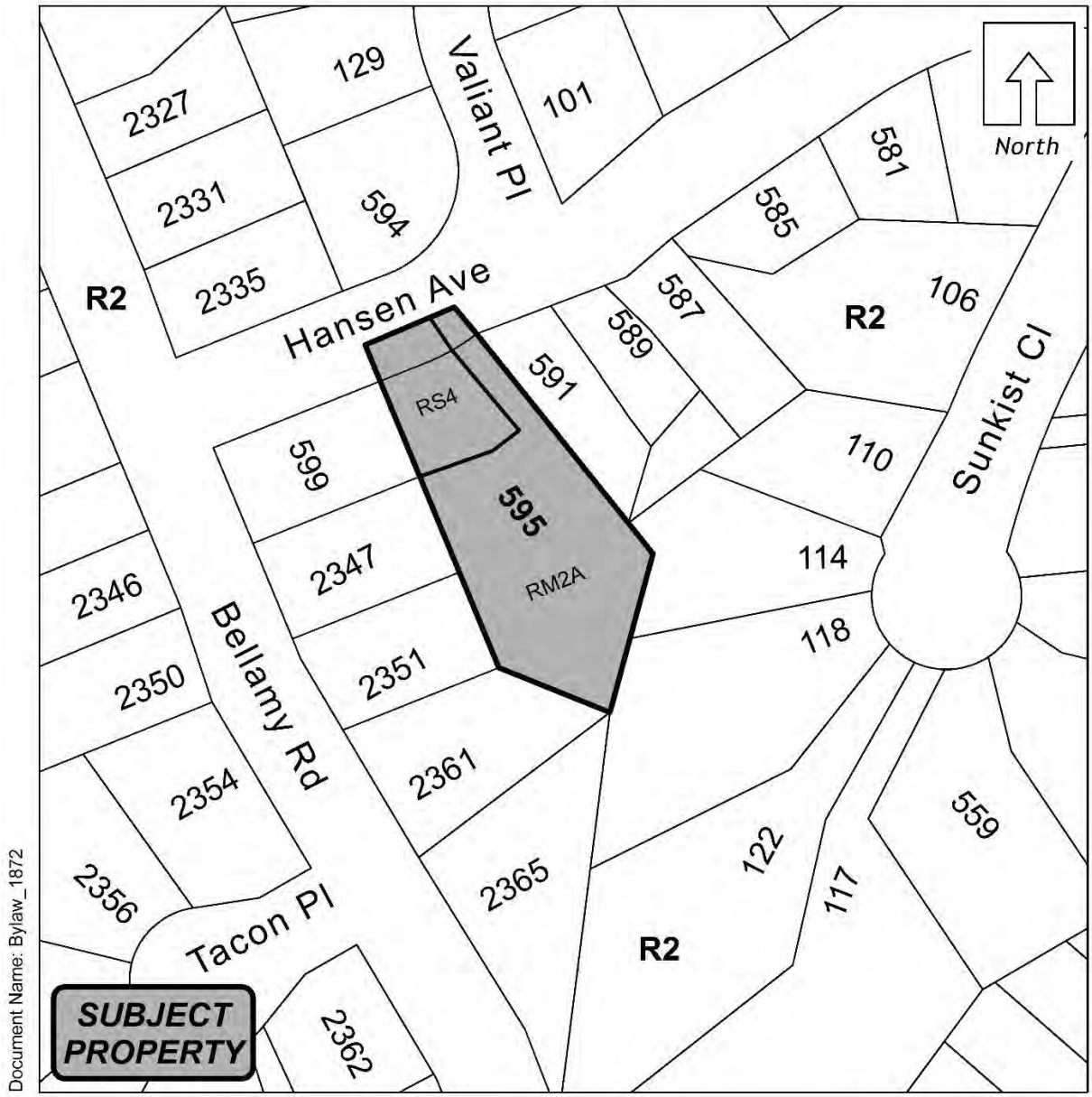
APPROVED BY THE MINISTRY OF TRANSPORTATION this day of , 2020.

ADOPTED this of, 2020.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



Document Name: Bylaw_1872

I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1872

_____
MAYOR

ADOPTION: _____

_____
CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 10/30/2019

Annual Goddess Run goes virtual

Participants can share their route, time, photos online

Shalu Mehta
News Staff



Runners take off from the starting line outside Westhills Stadium in Langford in the sixth running of the 5 and 10 kilometre Goddess Run. (Black Press Media file photo)

The ninth annual Goddess Run is fully virtual this year in light of the COVID-19 pandemic for those who want to stay fit and inspired while supporting a good cause.

The typically in-person event is now a virtual experience for those who want to run, walk or skip on their own or with those in their household. Participants record their distance and time – if they so choose – and follow their own route on a day and time that works for them. They also have the option to do the distance of the race over multiple days or on a treadmill.

With the help of Race Roster, a website that helps organize events like the Goddess Run, participants will be able to post their results and photos online to share in the community spirit and show off their fun outfits. Participants will also still receive swag, including a shirt, bead and a race bag filled with goodies. There will also be draws for prizes, including diamond jewelry from Lugaro Jewellers.

Cathy Noel, race director for the Goddess Run, said they have offered virtual runs for those who can't attend the actual race for three years now. Participants can choose which distance they're going to run and still be part of the Goddess Run community.

"We have people from all over Canada, the United States and the farthest away is Kenya," Noel said. "It's for all different ages, people can take their kids out, bring their dogs … a lot of people get creative."

Registrants will also be invited to join a Goddess Online Training Group where they can participate in challenges, ask and answer questions and interact with the Goddess community online.

"It's not just about the one weekend," Noel said. "We want everyone to be inspired, motivated and educated 365 days of the year."

This year, proceeds from the Goddess Run will go towards the BC Cancer Foundation. The event has raised over 250,000 over the last nine years for various charities.

There are 37 spots left and registration for the event closes on April 22. For more information, visit goddessrun.ca.

shalu.mehta@blackpress.ca

Capital Regional District CRD

Water Main Flushing Notice

The water main flushing program will be undertaken in various areas of Sooke between April 13 and May 29, 2020.

The annual water main flushing program removes sediments that accumulate in the water mains in order to maintain good water quality. During the flushing, short periods of low water pressure and discolouration can be expected. If you would like advance notice of flushing in your area, simply call **CRD Integrated Water Services** at **250.474.9619** 8:30am to 4:30pm, Monday to Friday.

CRD accepts no liability for the inconvenience or damage caused by low pressure or discoloured water use during flushing.

We appreciate your cooperation and understanding.

www.crd.bc.ca/waterflushing

'Like' the Goldstream Gazette on Facebook

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NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that pursuant to Section 464(2) of the Local Government Act, the Council of the City of Langford has waived the holding of a Public Hearing for Bylaw No. 1678 (being a Bylaw to amend Zoning Bylaw No. 300 for the City of Langford).

Proposal: **The purpose of Bylaw No. 1678 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning of the property located at 2681 Claude Rd from R2 (One- and Two-Family Residential) Zone to MU2 (Mixed-Use Residential Commercial) to allow a future development of 35 multi-family residential units in a 6-storey building.**

Applicant: **David Fulkco**

Location: **The land that is the subject of Bylaw No. 1678 is located at 2681 Claude Rd.**

Council will be considering Bylaw No. 1678 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**



COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact Robert Dykstra in the Planning Department at 250-478-7882 or by email at rdykstra@langford.ca with any questions on this Bylaw.

Braden Hutchins
Director of Corporate Services

City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that pursuant to Section 464(2) of the *Local Government Act*, the Council of the City of Langford has waived the holding of a Public Hearing for Bylaw No. 1872 (being a Bylaw to amend Zoning Bylaw No. 300 for the City of Langford).

Proposal: **The purpose of Bylaw No. 1872 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning of the property located at 595 Hansen Ave from R2 (One- and Two-Family Residential) Zone to RM2A (Attached Housing) and RS4 (Residential Small Lot 4) to allow for seven new Townhouses while the existing dwelling remains in place with a suite on a small lot.**

Applicant: **Scott Auringer**

Location: **The land that is the subject of Bylaw No. 1872 is located at 595 Hansen Ave.**

Council will be considering Bylaw No. 1872 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**



COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact Robert Dykstra in the Planning Department at 250-478-7882 or by email at rdykstra@langford.ca with any questions on this Bylaw.

Braden Hutchins
Director of Corporate Services

Langford Fire gives out pocket ashtrays

Residents advised to not smoke on trails or near brush

Shalu Mehta
News Staff

As the weather gets warmer, Langford Fire Rescue is urging residents to dispose of cigarette butts responsibly and is even giving out free pocket ashtrays to help them do so.

"A concern in the department is cigarettes and the effect they can have on causing wildfires," said Capt. Simon Chadwick, who also works in fire prevention with Langford Fire Rescue.

Despite the rain on April 23, the fire department dealt with a fire in a garden bed on Merchant Way caused by an improperly discarded cigarette butt.

While it's early in the fire season, Chadwick said more fires might come about when trails open again and people, some who smoke on the trails, flock to them.

"It's really important you discard cigarettes properly," Chadwick said. "Make sure it's completely out, don't smoke on trails or in areas where there's brush and go to the fire hall to get one of the pocket ashtrays."

The reusable pocket ashtrays are a convenient tool to dispose of cigarette butts safely when there aren't any other responsible options, Chadwick noted.

A Facebook post from Langford Fire Rescue about the April 23 fire says the department tries to educate the public on proper disposal of smoking materials every year, but that they "still struggle with people butting cigarette butts out in garden beds."

At one point last June, Langford Fire Rescue doused five fires caused by discarded cigarette butts in two days.

At the time, Langford Fire Chief Chris Aubrey said the fires took place in dry flowerbeds near businesses. He noted that stomping on a cigarette butt or flicking the ash off it is not enough to extinguish it.

"The heat is still there and if the wind picks up it can blow into a combustible area like nearby grass," Aubrey said, adding, "the world is not a personal ashtray."

The pocket ashtrays can be picked up from Langford Fire Rescue by calling fire prevention at 250-478-9555.

shalu.mehta@blackpress.ca



Langford Fire Rescue is giving out free pocket ashtrays so residents can dispose of cigarette butts responsibly. (Facebook/Langford Fire Rescue)

Company develops a key to socially distance during COVID-19

Aaron Guillen
News Staff

A Victoria company has designed a tool to help combat the spread of COVID-19: a key.

Though the 'COVID KEY' doesn't unlock any doors, it's meant to make life easier for Vancouver Islanders when they leave their homes to buy groceries and stop by essential services.

Shape Design, a Victoria-based furniture design firm, launched their 'social distance'-inspired product on April 21.

Made from acrylic, the key has curves and edges that help open handles and doors, pick up bags and press buttons.

The design includes a keychain hole for easy access.

It's about twice as long as an average key.

The key not only helps residents avoid touching items outdoors, but helps the local businesses they may visit. Fifty per cent of the profit from each key sold will be used to buy gift cards at local businesses.

With every key purchased, customers can vote for one business they want to support up until Aug. 31.

For every $2,500 raised, Shape Design will randomly select five businesses from those nominated, and gift cards worth $500 each will be bought.

The cards will then be handed out to frontline workers who need them most.

In order to qualify, businesses must be located on Vancouver Island or the Gulf Islands, have a physical location, and be operating and able to provide gift cards.

Notably, no home-based businesses can qualify.

Each key costs $12 before shipping.

aaron.guillen@goldstreamgazette.com

City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that pursuant to Section 464(2) of the *Local Government Act*, the Council of the City of Langford has waived the holding of a Public Hearing for Bylaw No. 1882 (being a Bylaw to amend Zoning Bylaw No. 300 for the City of Langford).

Proposal: **The purpose of Bylaw No. 1882 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zone of the property located at 936 Jenkins Avenue and a portion of 919 Rex Road from One-and Two Family Residential (R2) to Residential Small Lot 3 (RS3) to allow for a small lot subdivision of 4 single-family homes.**

Applicant: **Diane Larkey**

Location: **The land that is the subject of Bylaw No. 1882 is located at 936 Jenkins Ave and a portion of 919 Rex Rd as shown shaded below.**

Council will be considering Bylaw No. 1882 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**

COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact David Sametz in the Planning Department at 250-478-7882 or email dsametz@langford.ca with any questions on this Bylaw.



Braden Hutchins
Director of Corporate Services

City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that pursuant to Section 464(2) of the *Local Government Act*, the Council of the City of Langford has waived the holding of a Public Hearing for Bylaw No. 1872 (being a Bylaw to amend Zoning Bylaw No. 300 for the City of Langford).

Proposal: **The purpose of Bylaw No. 1872 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning of the property located at 595 Hansen Ave from R2 (One- and Two-Family Residential) Zone to RM2A (Attached Housing) and RS4 (Residential Small Lot 4) to allow for seven new Townhouses while the existing dwelling remains in place with a suite on a small lot.**

Applicant: **Scott Auringer**

Location: **The land that is the subject of Bylaw No. 1872 is located at 595 Hansen Ave.**

Council will be considering Bylaw No. 1872 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**

COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact Robert Dykstra in the Planning Department at 250-478-7882 or by email at rdykstra@langford.ca with any questions on this Bylaw.



Braden Hutchins
Director of Corporate Services

[redacted]

Langford Council Members,
Robert Dykstra, &
Members of the PZAH Committee
City of Langford

December 8, 2019

Re: Zoning Amendment Application for 595 Hansen Ave

Dear Langford Council Members, Mr. Dykstra, & Committee Members:

We are writing to express our concerns regarding the above mentioned application to amend the zoning for 595 Hansen Avenue. We own an adjacent property, and have lived in the area for 4 years. One of the draws to this area of Langford was that it was an established community. We love that there are larger lots and that it does not feel cramped, as is the case in many newer neighborhoods.

The application to change the zoning of 595 Hansen, raises a number of significant concerns for us.

1. Drainage - Does the proposed plans for development include proper assessment of the need for drainage toward the back of the property? Much of the square footage of the proposed plan seems to be structures, or paved. What is the plan for rainfall and drainage? We are concerned regarding flooding in the back of our property.
2. Rock face - as you are likely aware, there is a large rock face adjacent to and towards the back of the property. Has, or will this be assessed to determine the safety of houses backing right onto the toe of the rock? As we understand, this rock surface has come loose in other spots causing expensive solutions for the involved homeowners. Who will be responsible for debris/rocks falling from above?
3. Parking - although the plan seems to indicate the required number of off-street parking spaces under Langford bylaws, it is inevitable that additional vehicle parking will spill into the street along Hansen or even Bellamy.
4. Increased traffic and road safety - we have lived in the area for 4 years, and over that short time, have noticed a steep increase in traffic along Bellamy Rd with the development of Bellamy Link and the townhouses parallel to the highway. The curve and incline on Bellamy between Treanor and Hansen is dangerous for pedestrians. As there are no sidewalks, pedestrians are forced to walk on the road, which is very dark, with only one streetlight. As it is, drivers speed past our house on their way up to

Bellamy Link. We rarely walk our youngest children to or from school, despite it only being a few minutes away, due to safety concerns along the road. Adding additional housing units will only serve to increase the traffic along Bellamy Road, and at the Hansen/Bellamy intersection.

5. Access to the neighborhood - currently, there is only one road (one lane each direction) to access all of the Thetis Heights neighborhood, over an aging bridge on Treanor. Again, adding additional housing units will mean increased traffic with already insufficient infrastructure.
6. Limited access to the proposed development - upon review of the plan, access appears to be via a single lane driveway for 7 units (at 2 cars each, plus visitors). Are emergency vehicles able to access the development easily? Difficult access for a fire emergency could lead to a small fire quickly spreading to multiple units and vehicles before it could be controlled.
7. School - our local neighborhood school is aging and already over-capacity;
8. Space - the back of the 2 units that will border the back of our property are proposed to be less than 3m off our fenceline. This raises concerns regarding noise and privacy. The proposal allows for minimal greenspace, with the majority of the site being taken up with houses, pavement or rock face.
9. Feel of the neighborhood -- in our community, the majority of houses are single family, with or without a suite, and the occasional duplex. Compressing 7 townhouse units into such a small area does not fit with the optics of the neighborhood. Although specifics have not been provided, we are also suspecting that the height of the buildings will likely be significantly greater than the surrounding houses.
10. Property values - with such a drastic change in density to an adjacent property, how will this be reflected in the property values of ours, and our neighbors' houses?

We understand the desire to subdivide such a large piece of property in a popular neighborhood. However, we also feel that it should not be done at such a cost to the existing property owners.

Thank you for hearing and considering our concerns.

Sincerely,

[redacted]

From: [redacted]
To: Langford Planning General Mailbox
Subject: 595 Hansen Ave file Z19-0020
Date: Friday, November 29, 2019 10:12:39 AM

Hi there,

I received a meeting notice regarding the zoning amendment for 595 Hansen Ave. Due to having two small children, I'm unable to attend the meeting, but am hoping my concerns are brought forward.

Firstly, I want to acknowledge the efforts made on this current property to bring it back to life. It helps increase the value of the neighbourhood and I believe the owner did a wonderful job.

My concerns regarding the proposal of 7 new townhouse, while leaving the existing dwelling in place (with a suite) is mostly infrastructure. You see, on any given day Hansen between Bellamy and Sunkist Close has congestion of vehicles parked on the road making it quite difficult for those of us who live on Valiant to be able to turn onto Hansen without obstruction. I worry that having 9 additional dwellings (7 townhouse + house and suite) will add an additional 14-18 vehicles that likely won't all be able to park on the proposed site (as well as their visitors) and instead cause more vehicles to clog up Hansen and Valiant. The way homes are currently being built, people are not using their garages (as their typically too small or used as storage) and therefore park in a driveway (if they're so lucky to have a driveway that fits their vehicle). My worry is that the overflow will then feel the need to park adjacent on Valiant Plc causing those of us who live on the cul de sac to forfeit any available parking for our own homes/guests.

As much as I'm pro housing, I feel that without adequate parking and mindfulness of the current occupants of the neighbourhood this proposal needs significant amendments.

Thank you for your time.

[redacted]

From: Robert Dykstra
To: Suzette Chapman
Subject: FW: 595 Hansen Rd, Langford
Date: Thursday, January 16, 2020 4:15:49 PM

For the records . . .

-----Original Message-----
From: Robert Dykstra
Sent: January 16, 2020 4:14 PM
To: [redacted]
Subject: RE: 595 Hansen Rd, Langford

Hi [redacted],

Thank you for letting us know about concerns you have with the proposed development. I understand that the proposal is introducing more homes and therefore cars, but we require the developer to provide two parking spaces for each unit plus an additional 3 spaces for visitors - all of which will be onsite. None of these units are permitted suites, so no one should be parking on the municipal roads. Also, the developer is actually providing 4 visitor spaces as there was room for one more, so I'm not anticipating this development to contribute to any additional parked cars on Bellamy or Valiant.

You concerns will be brought to Council's attention, and if you wish to speak at the public meeting as well, I encourage you to do so. You will receive a notice in the mail of when the meeting takes place.

Thanks,
Robert

-----Original Message-----
From [redacted]
Sent: Sunday, January 12, 2020 9:46 AM
To: Langford Building General Mailbox <building@langford.ca>
Subject: 595 Hansen Rd, Langford

Hi,
I am writing to express my concern about the proposed townhomes on this single property.
It is located almost on a T intersection with [redacted] and the cars already parking on both sides of the street and on cul-de-sac of Valiant place are making visibility while driving challenging.
My concern if this town home project continues is that there could potentially be another 20 vehicles on this little section of road, including spilling onto the already busy cul-de-sac of Valiant place and onto Bellamy. Bellamy already does not have sidewalks for pedestrians and with a school so close there are many walking children.
I feel the proposed number of townhomes is much too dense for this area.
Not sure what say or control people have in the immediate area. Writing this note to express concern and would appreciate a response regarding plans and or recourse opportunities for Langford livers.

Thanks
[redacted]

From: [redacted]
To: Langford Planning General Mailbox
Subject: Photos regarding 595 Hansen Ave development concerns
Date: Monday, December 9, 2019 3:30:47 PM

Hello Suzette,

Please find links to the following

Present parking situation by 595 Hansen Ave - https://photos.app.goo.gl/smfqMeuGgZNbap7q6
2351 & 2361 Bellamy Rd view day & night - https://photos.app.goo.gl/zfwocyHdyAxUDSkMA
Bellamy Link vehicles overflowing onto roads - https://photos.app.goo.gl/LxXXtcdcXgxZZAnj6
Bellamy Link accident due to not lack of infrastructure, could have been avoided with proactive planning - https://photos.app.goo.gl/Ad2NjzHtnSGunXjT7

Kind regards,

[redacted]

Sent from Mail for Windows 10
















ECOS

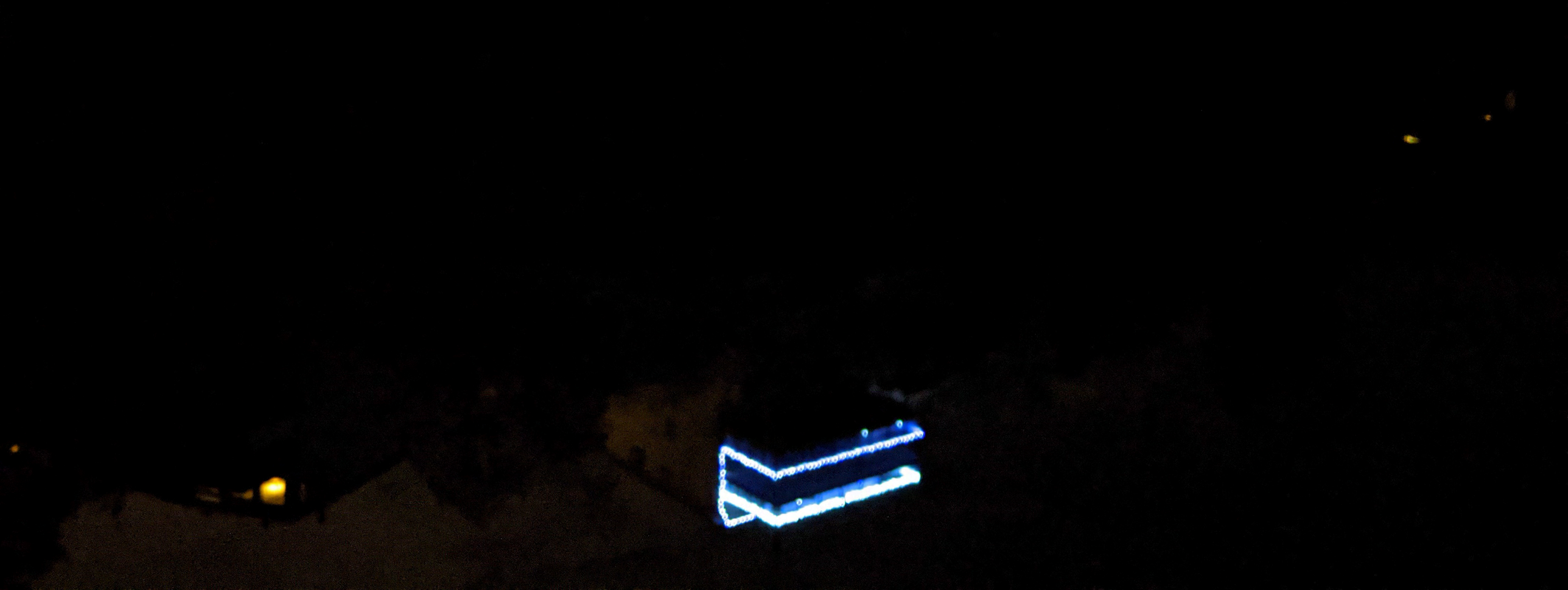






















PRIVATE
ROAD
NO EXIT


PRIVATE
ROAD
NO EXIT


BELLAMY
INUM KEY PROPERTIES
250.500.8282
W.PLATINUMKEY.PROPERTIES






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JETTA
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LEXUS
ES 300


SOLD
FOR SALE
weTRADEhomes.com
250-858-5599


F-150
XL


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DODGE
GRAND CARAVAN
GT






FOR SALE


BLUETEC
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BRICK · BLOCK · STONE · CHIMNEY RESTORATION


BRICK • BLOCK • STONE • CHIMNEY RESTORATION








VALIANT
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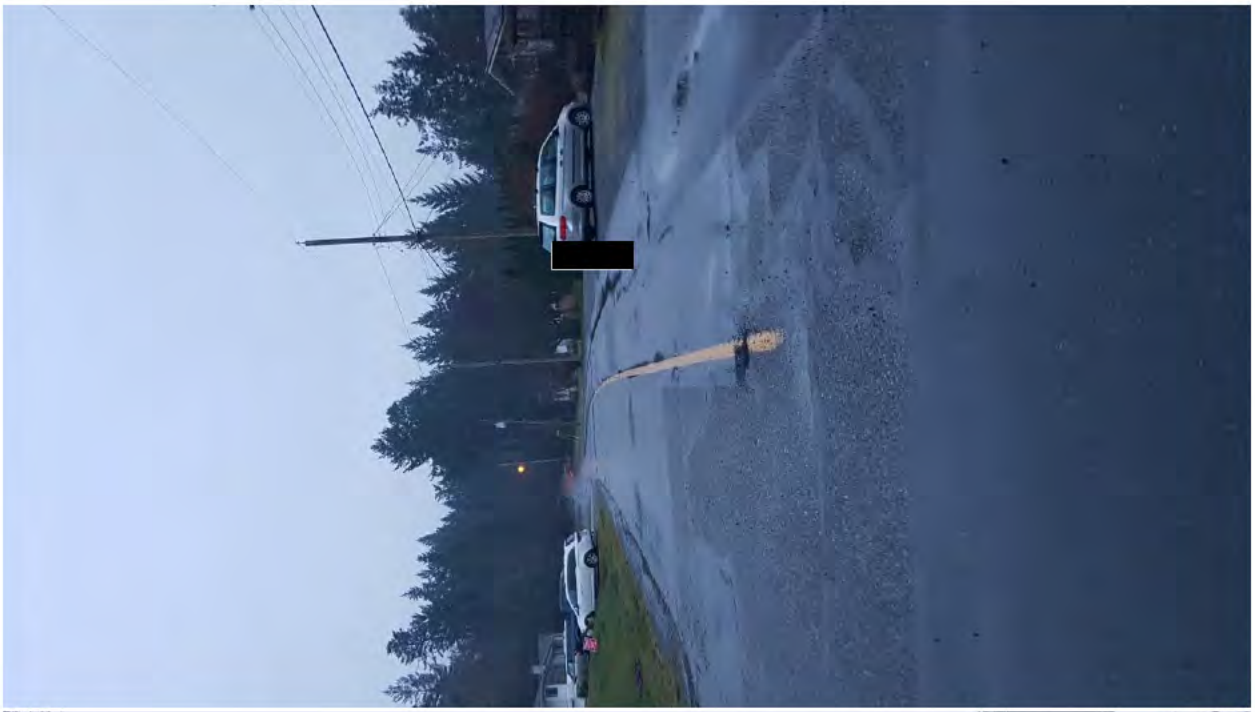

PlanetClean




VALIANT
NO THRU ROAD


VALIANT
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KELLAMY
HANSEN











From: Sharon Martin on behalf of Langford Administration General Mailbox
To: Langford Planning General Mailbox
Subject: FW: Department Directory - Planning - File Z19-0020
Date: Wednesday, December 11, 2019 9:14:31 AM

Sharon Martin
Administration

From: [redacted]
Sent: Monday, December 9, 2019 4:40 PM
To: Langford Administration General Mailbox <administration@cityoflangford.ca>
Subject: Department Directory - Planning - File Z19-0020

You have received an email from [redacted] via the Langford website:

Department: Planning

Name: [redacted]
Phone: [redacted]
Address: [redacted]
Topic: File Z19-0020

Message:
Hi,
This is concerning file Z19-0020 application for re-zoning. Our family lives [redacted] and we have concerns over this re-zoning application. First, what is going to be done about parking? With 7 townhouses placed onto a property, that's a lot of traffic in our already cramped neighborhood. Parking from Hansen Ave already pours into our street (Valiant) making it difficult at times to park in front of or near your own house. Also having a toddler and trying to navigate the neighborhood is challenging, with the lack of sidewalks on Bellamy and parts of Hansen. Unable to attend the meeting tonight so thank you for accepting our message.
[redacted]

Hello Council, PZAH Committee and members of the public,

My name is [redacted] and I have lived on Bellamy Road since 2005. This neighbourhood has been my home for 14 years. I love this neighbourhood and my neighbours! The changes that have been happening over the years have caused our area to increase in population at an exponential rate and our infrastructure has not changed to support it. These changes that have been happening have created significant issues that have yet to be addressed by council especially with the issues from the previous developments most recently the one on Bellamy Link. I'd like to start by saying I am pro-development and I am also pro preplanning to ensure the quality of life is maintained for those that are already living in the neighborhood.

The issues at hand are:

- **Privacy** - The proposed townhouses will run along the back-fence line of 2347 (2.88m from fence line), 2351 (2.52m to 3.44m from fence line) & 2361 (3.83m from fence line) Bellamy Rd taking away all privacy. The present R2 zoning allows no building or structure to exceed a height of 9m (30ft) and RM2A states no building or structure may exceed a height of 3 storeys. This means the structures being presented will tower over any existing housing presently constructed in this general area destroying any and all residential character and privacy. These townhouses will create an ambience of cookie cutter housing where our once large adjoining yards and lots will now host up to seven residences peering into our yards as a 6 ft. fence will not give us back the privacy at a the proposed distances.
- **Noise** – The noise will more than double as there will be seven families occupying a once vacant yard. A 6 ft. solid fence will not withhold the sounds of all seven residences whether it be vehicle noise, music, people noise and/or pet noise. This will all be reverberated off the rock face as there will be no trees or other natural elements left to attenuate these sound waves. Now the noise is coming at this neighbourhood in stereo. Does the developer have a proposal to reduce the level of noise which will be created by an additional seven residences?
- **Light** - The back-fence line will now be infiltrated with light coming from seven new homes, streetlights and vehicles. At present, this fence line is as black as night in the evenings. This light will penetrate the bedroom windows at 2347, 2351 & 2361 Bellamy Rd. removing the quality of life these houses have always had. It will also take away the residential character of the neighbourhood.
- **Forestry** -At present the back-fence line has trees, lots of birds in spring and other wildlife passing through it regularly. The majority of the trees if not all of them will be taken down and replaced by townhouses and infrastructure. The property along the rock behind 2361 Bellamy Rd. is protected and was once designated to be parkland as per city records. On the plan, it shows townhouses coming very close to this protected area. Has council or city planning requested a Forestry report from the developer to ensure this land stays protected? Are council and city planning going to monitor the property regularly to ensure this land is not developed or disturbed? Have council and city planning considered the wildlife habit and trails and how it will affect the wildlife or where they would be displaced to? There are multiple families of deer that pass through these properties on a regular basis.
- **Drainage** - 595 Hansen Road has streams of water that run down its property and into the private drainage system at 2361 Bellamy Rd. as well as the water pools behind the property line. 2361 Bellamy Rd. put in private drainage over 30 years ago to help alleviate the excess water run off

from the property at 595 Hanson and the city has been involved in this issue several times over the last several years. With seven townhouses, there will be less land to absorb the excess water already running and there will be foundations being put into the ground which will create more water run off. Now add roofs and infrastructure run off as well as less area for water to pool on the 595 Hansen property. This is going to create a huge amount of excess rainwater needing to be diverted into a well-planned drainage system. Will there be a proper drainage system put in place to ensure that the property at 595 Hanson will not flood the lower properties on Bellamy Road. Will 595 Hansen be required to pump their drainage water up from the back of its property to the front of the Hansen property and hook into city drainage? How is this issue going to be addressed to ensure the lower properties on Bellamy Rd. are no longer affected by the lack of drainage at 595 Hansen? Has an engineering report or survey been proactively completed regarding the present drainage issues to ensure there are no further issues created?

- **Cement Encroaching** - Were both the property markers where 595 Hansen and 2361 Bellamy Rd property lines meet physically located? Or was it another best guesstimate? If not physically located, I'd like them physically located and the exact location confirmed. Prior to the city being incorporated, the cement pad that the shed is sitting on was installed on the property line as was the edge of the drainage system. This was to ensure the water run off from 595 Hansen would flow towards the drainage basin as the water run off would flood the 2361 property and 2365's basement. The cement pad has been in its position for more than 30 years. Please look at the City's aerial photos for reference. What is the plan that the developer would like to see happen with this cement pad and in what time frame?
- **Parking** - Seven new townhouses means 7 to 14 adult vehicles. If they have children over 16 that means more vehicles and if they have visitors that also adds vehicles. As per the plan, it shows four dwellings having single car garages for parking; three will have double car garage parking (one in front of the other) and then seven roadside parking spots. Are the driveways going to have a spot for two vehicles to park as well? Is the strata on this property going to enforce that all residents who have garages park the maximum amount of vehicles in them as per the proposed plan? Is the City going to ensure all street parking on Hansen, Valliant and Bellamy are now permit parking/residential parking only for houses on these streets registered to the address in front of the house. Will the City strongly enforce this bylaw? As you can see in the photos I have provided, with the vehicles that already park on Hansen it creates one-way traffic. Adding the traffic from seven townhouses will create a one-way road due to parking on both side of Hansen.
- **Schools** - at present SD62 is overwhelmed with student enrollment as the City keeps allowing more building but there are no schools for the children moving into these developments. The school budgets are maxed out already and now children are being bussed out of area. What is the City's plan for schooling for the children moving into the seven new townhouses and existing two family dwellings? This does not take into consideration the development by Costco or at Treanor and Millstream or any other development in Langford. Children have a right to education, and they should have the right to attend a school in their own neighborhood. How will this issue be addressed to ensure children new to the area aren't having to be bussed out to get the education they all deserve? Will the developer be required to make a financial contribution to SD62 to help with funding spaces or improvements to ensure children can attend their catchment school?
- **Stop sign at Hansen and Bellamy** - Very few people stop at it presently. The City has been advised numerous times which is a HUGE safety issue. Adding more people and vehicles is adding to an

issue that has yet to be resolved. How is the City and/or the developer going to address this issue? Please see video provided.

- **Sidewalks/ Traffic -** Bellamy is the route children will walk to school or catch a bus. There are no sidewalks and with increased vehicle traffic and parking (if not properly planned for or enforced) this will further force kids onto the already busy street. How does the City or the developer intend on addressing the safety of the pedestrians and the children in this neighbourhood on routes to school? The number of vehicles on the road will increase. The City has said the roads can handle the traffic. However, can the roads handle the speeds at which the vehicles are traveling? This is the avoided question. In just the last two years, a vehicle went down the ravine on Bellamy Rd. due to speed and missing the corner. The City put in cement guards after the fact, although they had been previously advised of this concern. Several cars have missed the turn on to Hansen from Bellamy and hit the post ending up in the ditch. Cars sliding backwards down Hansen when it is icy also create havoc. As you can see by the pictures provided, it is a one-way road due to the vehicles parked already. Many residents have approached the City for sidewalks as a preventative measure and safe passage for children to school and nothing has come about. Will a death of a pedestrian have to happen to get sidewalks since a vehicle going down the ravine (after the link was developed) was what the City required to put up cement barriers? If the developer of Bellamy Link had been required to do a road survey from a dead end to a thorough fare, this accident could have been prevented. Also many residents have asked for speed bumps and even offered to pay out of pocket as traffic goes far too fast. Again the City refuses to take action other than to have a person sit in a car and write down speeds. Nothing more has been done. Adding more housing (high density) and vehicles will only create more issues that the City has thus far refused to deal with. Can it be requested that the developer have a roadway engineering analysis completed on Hanson and Bellamy as to the effects it will have on the neighborhood and that company will directly correct these issues?
- **Geological survey** - Has a survey been completed for the rock face? A few years back a piece of the mountain came down behind 2365 Bellamy and landed in the backyard sheering off a tree that ended up in the foundation of the house. It was considered an act of God as an acorn had rooted itself causing part of the face to come down. What precautionary measures are being taken to ensure the face of the cliff won't fall onto the townhouses being built below and next to it? If there is an earthquake, what risks exist for the houses up top coming down on the new development? What precautionary and proactive measures are being taken?
- **The ambience** - High density housing ruins the residential character of this already developed neighbourhood.
- **Decrease in property value** - This neighbourhood has large lots and it is a draw for many families. Adding a development that doesn't fit in with the area will lessen the appeal of future purchasers looking for private land away from high density infrastructure and destroying the residential character it holds at present.
- **Height restrictions -** R2 zoning allows no building or structure to exceed a height of 9m (30ft), RM2A states no building or structure may exceed a height of 3 storeys. This is out of character for the neighbourhood where most houses are at 30ft or less as per zoning. Three storey townhouses will encroach on and invade the privacy and feeling of being close to nature that we all enjoy now. It will change the area to a high-density City feeling where privacy is minimal or nonexistent.

- **Cement piles at 595 Hansen** - Is the developer intending to dispose of these at a facility or bury it under the development? If burying it, what environmental factors are being considered and will the drainage and water run off become a bigger issue?
- **Marshy land** - The properties surrounding 595 Hansen all have rolling yards as does 595 Hansen. This is because of the amount of water that runs through and under the properties. 2361 has had the yard leveled several times and it is again rolling. The cement at 2361 & 2351 gets cracked regularly from the shifting earth. How will the developer ensure this issue doesn't affect the residences that they are proposing?

My suggestion to the developer, if the geological survey allows, is to put the driveway along the mountain face and houses along the bottom of the mountain allowing a good distance between properties and allowing for more privacy for all keeping with the current residential character. Alternatively, if the owner at 595 Hanson were to a sign a legally binding contract prior to this development being built saying they will live their life out at this development as this is the type of neighborhood they are building for their family and friends, I would support this project whole heartedly. However, if they have not considered living on this development but are intending to use it to create wealth and change our neighbourhood forever, then I ask everyone to not consider rezoning.

Thank you for your time and I look forward to hearing from Council, PZAH Committee and the developer.

Kind regards,

[redacted]

[redacted]

City of Langford
www.cityoflangford.ca

Staff Report

to

Council

Date: May 4, 2020

Department: **Planning**

Subject: Bylaw No. 1882 – application to rezone 936 Jenkins Ave and a portion of 919 Rex Rd from R2 (One- and Two-Family Residential) to RS3 (Residential Small Lot 3) to allow the development of up to 4 small lots

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Background

Council gave Bylaw No. 1882 first reading at their Regular Meeting held January 6th, 2020. This Bylaw is also captured by the resolution passed at Council's April 6th 2020 Regular Meeting to waive public hearings for all zoning amendment bylaws that are compliant with the OCP designation while the COVID-19 pandemic is ongoing.

Commentary

Staff confirm all Notices and Advertisements have been placed in accordance with Section 467 of the *Local Government Act*.

No correspondence with regards to this bylaw has been received to date.

Options

That Council:

1. Give second and third readings to Bylaw No. 1882;

Or

2. Take no action at this time with respect to Bylaw No. 1882.

Respectfully submitted,

Submitted by:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning-Email Approved
Concurrence:	Adriana Proton, Manager of Legislative Services-Email Approved
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning-Email Approved
Concurrence:	Darren Kiedyk, Chief Administrative Officer-Email Approved

CITY OF LANGFORD
BYLAW NO. 1882

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 R2 (ONE- AND TWO-FAMILY RESIDENTIAL) ZONE and adding to RS3 (RESIDENTIAL SMALL LOT 3) ZONE the properties legally described as LOT 39, SECTION 80, ESQUIMALT DISTRICT, PLAN 12203, PID No. 004-973-313 (936 Jenkins Avenue) and LOT 4, SECTION 80, ESQUIMALT DISTRICT, PLAN 21542, PID No. 003-421-295 (919 Rex Rd) 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)
RS3	1882	LOT 39, SECTION 80, ESQUIMALT DISTRICT, PLAN 12203, PID No. 004-973-313 (936 Jenkins Avenue) and portion of LOT 4, SECTION 80, ESQUIMALT DISTRICT, PLAN 21542, PID No. 003-421-295 (919 Rex Rd)	a) $3,960 per lot towards the General Amenity Reserve Fund b) $660 per lot towards the Affordable Housing Reserve	No

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 580, (936 Jenkins Avenue), Bylaw No. 1882, 2020".

READ A FIRST TIME this 6th day of January, 2020.

PUBLIC HEARING WAIVED BY RESOLUTION OF COUNCIL this 6th day of April, 2020.

READ A SECOND TIME this day of, 2020.

READ A THIRD TIME this day of, 2020.

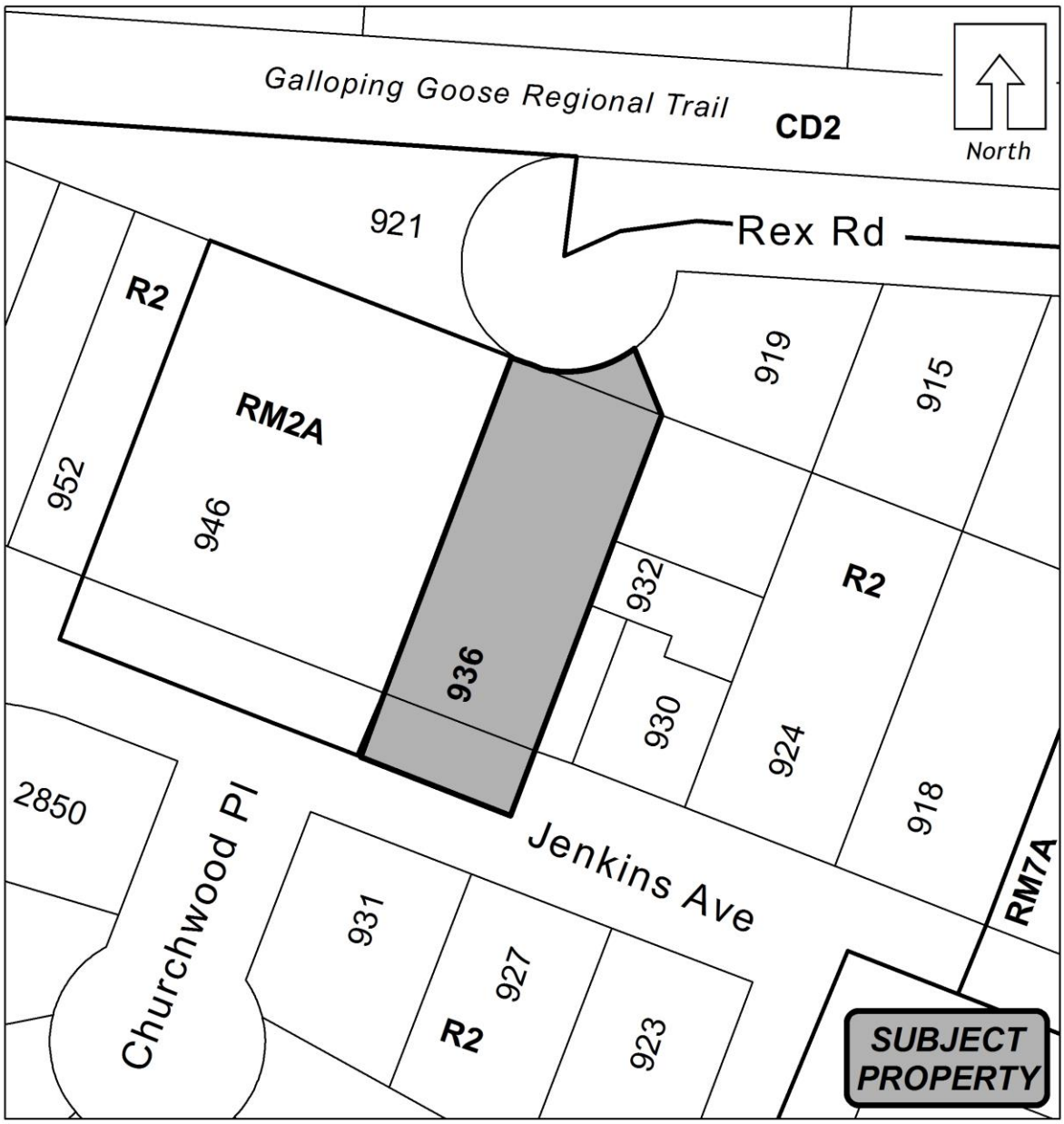
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS day of , 2020.

ADOPTED this of, 2020.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



Document Name: Bylaw_1882

I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1882

ADOPTION: _____

_____
MAYOR

_____
CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 12/24/2019

West Shore RCMP cleared of wrongdoing

Suicidal man needed 82 staples after being bit in the leg by police dog

Kendra Crighton
News Staff

The West Shore RCMP has been cleared of any wrongdoing in relation to a suicidal man who was seriously injured after being subdued by a conducted energy weapon (CEW) and police service dog last spring.

Because the man's injuries occurred in connection to the actions of police, the Independent Investigation Office (IIO) was notified to investigate whether "unauthorized or excessive force was used by any officer."

A report released on April 7 states the officers involved were faced with a situation that was "bound to give rise to a very high-risk assessment," but they exercised restraint by trying, over an extended period of time, to take the man into custody without harm.

Just after 1:30 a.m. on April 22, 2019, RCMP received two 911 calls — one from a man's mother who told police her son was suicidal and was planning to jump off a bridge, the second was from the man himself stating that he was planning to inject himself with a syringe filled with gasoline. RCMP were able to locate the man through cell phone 'pings' in an area of grass and shrubs off the Island Highway in View Royal.

The man was holding a backpack with one hand inside and told the officer to "back up." Two officers, accompanied by a police service dog, engaged the man in conversation for several minutes — audio recordings of this interaction corroborated witness officer statements provided to the IIO.

As RCMP worked to de-escalated the situation and get the man to a hospital, he told the officers that they would have to "shoot or tase" him.

Officers noted the man continued to have one hand in the backpack and was "twitching as if he was about to pull something from the bag," states the report. One of the responding officers drew his firearm and told the man "it doesn't have to be like this," to which the man responded stating that he had tried to kill himself five times and this was "the way [he] want[ed] it."

As more officers arrived on the scene, the man walked toward the nearby Upper Gorge waterway, threatening to jump in.

One of the officers told the IIO that it became clear that the man was determined to have police officers use their weapons on him. The man continued to taunt police, demanding they use their "Tasers" on him and stating that if he moved his hand — which was still in the backpack — quickly, the police would "launch something" at him.

Finally, the man told the officers he was "gonna make one of [them] do something." He stepped toward officers and motioned as if he was going to withdraw his hand quickly from the backpack.

At that point, one of the officers discharged his CEW while another officer sent the police dog after the man.

The man fell to the ground and police were able to put him in handcuffs. The police dog bit him in the leg, which would later require 82 staples to close.

The IIO report states the man presented a credible threat by keeping his hand in the backpack and "pretending at any moment he would draw and use some sort of weapon."

"Through his own, quite deliberate actions, [the man] placed himself at risk of the use by police of lethal force," states the report, adding that it was fortunate less lethal options were available for the officers to use.

West Shore podcast highlights COVID-19 pandemic and local businesses

A West Shore podcast highlights local businesses as well as how the COVID-19 pandemic is affecting the Western Communities.

The Westshore Business Podcast, co-hosted by local business development professional John Juricic and marketing and communications specialist Kelly Darwin, originally set out to highlight local businesses and the many unique things they're doing in the communities. Darwin, who is on the board of the Westshore Chamber of Commerce and is a new member liaison, said there were many new businesses he met with that he felt people didn't know much about.

"We just wanted to talk about the good things happening on the West Shore," Darwin said.

Recently, the COVID-19 pandemic came to the forefront of conversations so Darwin and Juricic decided to pivot.

"We asked if we could use our platform to get the message out to people about what they should be doing and what Langford is doing," Darwin said. The pair are now recording a podcast every second day with Langford Mayor Stew Young and are getting other politicians and businesses involved.

"Whatever the challenge is, you always hear Langford coming up with the common sense plan to deal with it," Darwin said. They plan to loop the local business angle back into the podcast by checking in on the unique ways they are dealing with the COVID-19 pandemic. The podcast has episodes dating back to March of last year with the most recent ones touching on COVID-19. They can be found online at westshorebusiness.com.

City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that pursuant to Section 464(2) of the *Local Government Act,* the Council of the City of Langford has waived the holding of a Public Hearing for Bylaw No. 1882 (being a Bylaw to amend Zoning Bylaw No. 300 for the City of Langford).

Proposal: **The purpose of Bylaw No. 1882 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zone of the property located at 936 Jenkins Avenue and a portion of 919 Rex Road from One-and Two Family Residential (R2) to Residential Small Lot 3 (RS3) to allow for a small lot subdivision of 4 single-family homes.**

Applicant: **Diane Larkey**

Location: **The land that is the subject of Bylaw No. 1882 is located at 936 Jenkins Ave and a portion of 919 Rex Rd as shown shaded below.**

Council will be considering Bylaw No. 1882 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**

COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact David Sametz in the Planning Department at 250-478-7882 or email dsametz@langford.ca with any questions on this Bylaw.



Braden Hutchins
Director of Corporate Services

City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that pursuant to Section 464(2) of the *Local Government Act*, the Council of the City of Langford has waived the holding of a Public Hearing for Bylaw No. 1885 (being a Bylaw to amend Zoning Bylaw No. 300 for the City of Langford).

Proposal: **The purpose of Bylaw No. 1885 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning of the property located at 1100 McCallum Road and 2780 Spencer Road from One- and Two-Family Residential (R2), Rural Residential 4 (RR4), Mobile Home Park (RH1), Tourist Commercial – Motel (CT1), and Comprehensive Development – South Skirt Mountain (CD12) to a new Mixed-Use Employment 3 (MUE3) zone. This would allow for the future development of these lands to residential, multi-family, and commercial uses.**

Applicant: **Niall Paltiel, Keycorp Consulting Ltd.**

Location: **The lands that are the subject of Bylaw No. 1885 are located at 1100 McCallum Rd and 2780 Spencer Rd as shown shaded on the plan.**

Council will be considering Bylaw No. 1885 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**

COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact Robert Dykstra in the Planning Department at 250-478-7882 or by email at rdykstra@langford.ca with any questions on this Bylaw.



Braden Hutchins
Director of Corporate Services

Langford Fire gives out pocket ashtrays

Residents advised to not smoke on trails or near brush

Shalu Mehta
News Staff

As the weather gets warmer, Langford Fire Rescue is urging residents to dispose of cigarette butts responsibly and is even giving out free pocket ashtrays to help them do so.

"A concern in the department is cigarettes and the effect they can have on causing wildfires," said Capt. Simon Chadwick, who also works in fire prevention with Langford Fire Rescue.

Despite the rain on April 23, the fire department dealt with a fire in a garden bed on Merchant Way caused by an improperly discarded cigarette butt.

While it's early in the fire season, Chadwick said more fires might come about when trails open again and people, some who smoke on the trails, flock to them.

"It's really important you discard cigarettes properly," Chadwick said. "Make sure it's completely out, don't smoke on trails or in areas where there's brush and go to the fire hall to get one of the pocket ashtrays."

The reusable pocket ashtrays are a convenient tool to dispose of cigarette butts safely when there aren't any other responsible options, Chadwick noted.

A Facebook post from Langford Fire Rescue about the April 23 fire says the department tries to educate the public on proper disposal of smoking materials every year, but that they "still struggle with people butting cigarette butts out in garden beds."

At one point last June, Langford Fire Rescue doused five fires caused by discarded cigarette butts in two days.

At the time, Langford Fire Chief Chris Aubrey said the fires took place in dry flowerbeds near businesses. He noted that stomping on a cigarette butt or flicking the ash off it is not enough to extinguish it.

"The heat is still there and if the wind picks up it can blow into a combustible area like nearby grass," Aubrey said, adding, "the world is not a personal ashtray."

The pocket ashtrays can be picked up from Langford Fire Rescue by calling fire prevention at 250-478-9555.

shalu.mehta@blackpress.ca



Langford Fire Rescue is giving out free pocket ashtrays so residents can dispose of cigarette butts responsibly. (Facebook/Langford Fire Rescue)

Company develops a key to socially distance during COVID-19

Aaron Guillen
News Staff

A Victoria company has designed a tool to help combat the spread of COVID-19: a key.

Though the 'COVID KEY' doesn't unlock any doors, it's meant to make life easier for Vancouver Islanders when they leave their homes to buy groceries and stop by essential services.

Shape Design, a Victoria-based furniture design firm, launched their 'social distance'-inspired product on April 21.

Made from acrylic, the key has curves and edges that help open handles and doors, pick up bags and press buttons.

The design includes a keychain hole for easy access.

It's about twice as long as an average key.

The key not only helps residents avoid touching items outdoors, but helps the local businesses they may visit. Fifty per cent of the profit from each key sold will be used to buy gift cards at local businesses.

With every key purchased, customers can vote for one business they want to support up until Aug. 31.

For every $2,500 raised, Shape Design will randomly select five businesses from those nominated, and gift cards worth $500 each will be bought.

The cards will then be handed out to frontline workers who need them most.

In order to qualify, businesses must be located on Vancouver Island or the Gulf Islands, have a physical location, and be operating and able to provide gift cards.

Notably, no home-based businesses can qualify.

Each key costs $12 before shipping.

aaron.guillen@goldstreamgazette.com

City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that pursuant to Section 464(2) of the *Local Government Act,* the Council of the City of Langford has waived the holding of a Public Hearing for Bylaw No. 1882 (being a Bylaw to amend Zoning Bylaw No. 300 for the City of Langford).

Proposal: **The purpose of Bylaw No. 1882 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zone of the property located at 936 Jenkins Avenue and a portion of 919 Rex Road from One-and Two Family Residential (R2) to Residential Small Lot 3 (RS3) to allow for a small lot subdivision of 4 single-family homes.**

Applicant: **Diane Larkey**

Location: **The land that is the subject of Bylaw No. 1882 is located at 936 Jenkins Ave and a portion of 919 Rex Rd as shown shaded below.**

Council will be considering Bylaw No. 1882 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**

COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact David Sametz in the Planning Department at 250-478-7882 or email dsametz@langford.ca with any questions on this Bylaw.



Braden Hutchins
Director of Corporate Services

City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING BEING WAIVED

NOTICE is hereby given that pursuant to Section 464(2) of the *Local Government Act*, the Council of the City of Langford has waived the holding of a Public Hearing for Bylaw No. 1872 (being a Bylaw to amend Zoning Bylaw No. 300 for the City of Langford).

Proposal: **The purpose of Bylaw No. 1872 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning of the property located at 595 Hansen Ave from R2 (One- and Two-Family Residential) Zone to RM2A (Attached Housing) and RS4 (Residential Small Lot 4) to allow for seven new Townhouses while the existing dwelling remains in place with a suite on a small lot.**

Applicant: **Scott Auringer**

Location: **The land that is the subject of Bylaw No. 1872 is located at 595 Hansen Ave.**

Council will be considering Bylaw No. 1872 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**

COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact Robert Dykstra in the Planning Department at 250-478-7882 or by email at rdykstra@langford.ca with any questions on this Bylaw.



Braden Hutchins
Director of Corporate Services

City of Langford
www.cityoflangford.ca

Staff Report

to

Council

Date: May 4, 2020

Department: **Planning**

Subject: Bylaw No. 1885 – Application to rezone 1100 McCallum Road and 2780 Spencer Road to a new Mixed-Use Employment Zone (MUE3) to Allow for Residential, Multi-Family, and Commercial Developments.

Background

Council gave Bylaw No. 1885 first reading at their Regular Meeting held February 18th, 2020. This Bylaw is also captured by the resolution passed at Council's April 6th 2020 Regular Meeting to waive public hearings for all zoning amendment bylaws that are compliant with the OCP designation while the COVID-19 pandemic is ongoing.

Commentary

Staff confirm all Notices and Advertisements have been placed in accordance with Section 467 of the *Local Government Act*.

All correspondence received with regards to this bylaw is attached to this report for Council's information.

Options

That Council:

1. Give second and third readings to Bylaw No. 1885;

Or

2. Take no action at this time with respect to Bylaw No. 1885.

Respectfully submitted,

Submitted by:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning-Email Approved
Concurrence:	Adriana Proton, Manager of Legislative Services-Email Approved
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning-Email Approved
Concurrence:	Darren Kiedyk, Chief Administrative Officer-Email Approved

CITY OF LANGFORD
BYLAW NO. 1885

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 to Section 1.01 the following text, ' "**Automobile Dealership**" means a retail outlet that carries an automobile manufacturer's product line through a contract with the automobile manufacturer. The automobile dealership may sell and service automobiles and parts associate with automobiles.'

2. By adding as Section 6.53C that text attached as Schedule B;

3. By replacing Section 6(f) of Appendix G with the text attached as Schedule C;

4. By replacing Section 10(e) of Appendix H with the text attached as Schedule C;

5. By adding to the MUE3 (Mixed Use Employment 3) Zone the property legally described as LOT A SECTION 99 ESQUIMALT DISTRICT PLAN EPP21818, PID No. 029-066-361 (1100 McCallum Rd) and THAT PART OF SECTION 99, ESQUIMALT DISTRICT, BOUNDED AS FOLLOWS: ON THE NORTH BY THE SOUTH BOUNDARY OF PLAN 990 RW; ON THE EAST BY THE EASTERLY BOUNDARY OF SAID SECTION; ON THE SOUTH BY THE NORTHERLY BOUNDARIES OF PLAN 6546 AND 8988; AND ON THE WEST BY THE WESTERLY BOUNDARY OF SAID SECTION EXCEPT THAT PART IN PLAN VIP62431 AND VIP84622, PID No. 004-333-233 (2780 Spencer Rd) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.

6. By adding as Schedule AM the map attached as Schedule D.

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 583, (1100 McCallum Rd and 2780 Spencer Rd), Bylaw No. 1885, 2020".

READ A FIRST TIME this 18th day of February, 2020.

PUBLIC HEARING WAIVED BY RESOLUTION OF COUNCIL this 6th day of April, 2020.

READ A SECOND TIME this day of, 2020.

READ A THIRD TIME this day of, 2020.

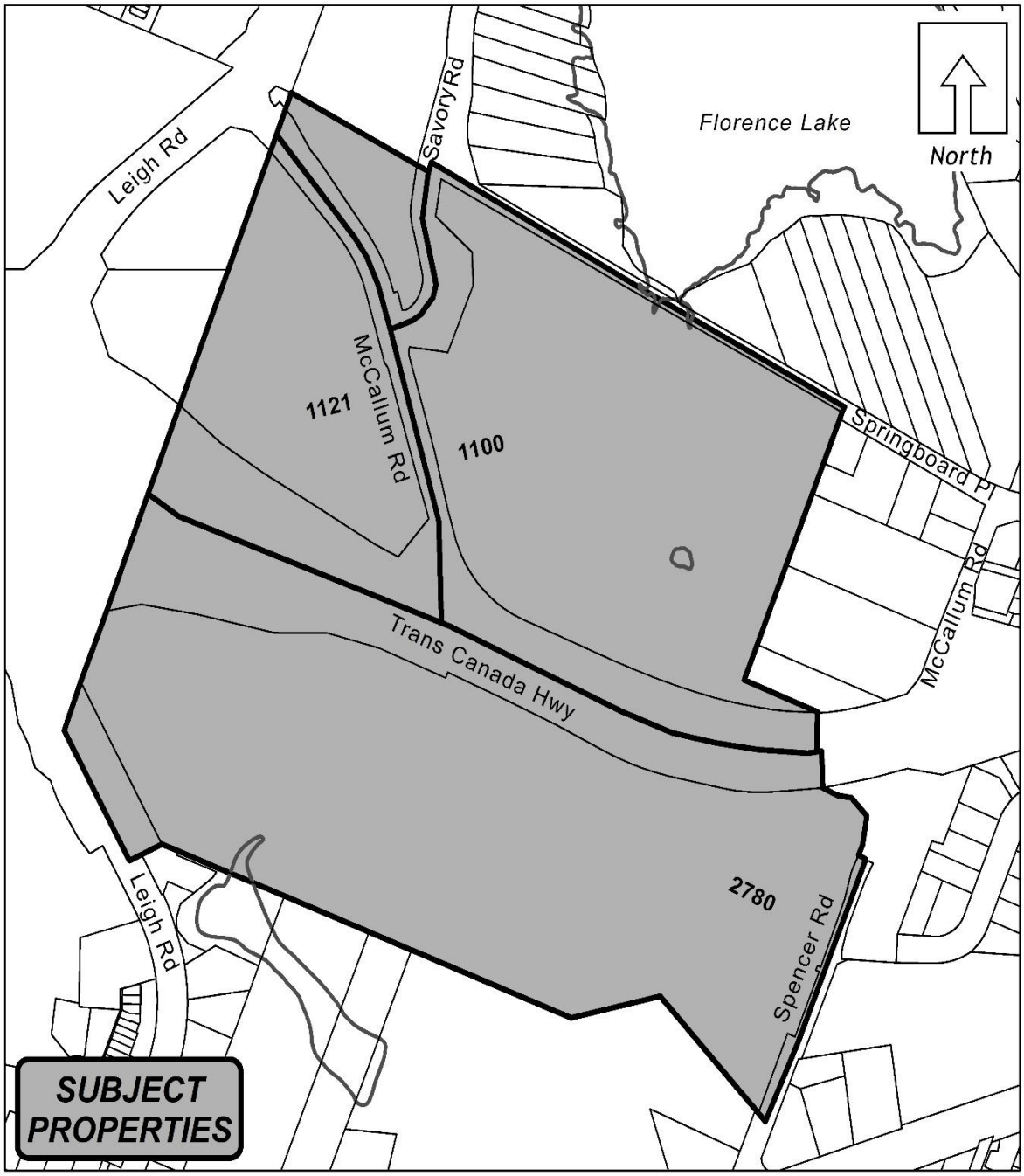
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS day of , 2020.

ADOPTED this of, 2020.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



Document Name: Bylaw_1885

I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1885

_____
MAYOR

ADOPTION: _____

_____
CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 1/16/2020

Schedule B

Section 6.53C – Mixed-Use Employment 3 (MUE3) Zone

(Bylaw 1885)

6.53C.01 Permitted Uses

(1) With those portions of lands identified as 'Area 1' on the zone map attached as Schedule 'AM', the following uses and no others are permitted:

Restaurant, Retail and Other Service Commercial Uses

(a) **Animal hospital** in enclosed buildings;

(b) **Auction**;

(c) **Automobile dealership**;

(d) **Business support service**;

(e) **Car wash**;

(f) **Equipment sales, service, repair and rental, minor**

(g) **Film production studio**;

(h) **Financial institution**;

(i) **Catering**;

(j) **Gasoline service station**;

(k) **Fitness centre**;

(l) **Household equipment and appliance service and repair;**

(m) **Hotel**;

(n) **Licensed premises**;

(o) **Liquor store**;

(p) Medical clinic;

(q) **Office**;

(r) **Personal service establishment**;

(s) **Pet daycare**;

(t) **Restaurants**, **drive-through**;

(u) **Retail store**;

General Uses

(v) **Accessory** buildings and uses;

(w) **Accessory unenclosed storage**;

(x) **Temporary construction and real estate marketing office**;

(y) Uses permitted by Section 3.01 of this Bylaw;

Business and Technology Uses

(z) **Electronics sales, service and manufacturing**;

(aa) **Research and development facility**

(bb) **Educational, Cultural and Recreational Uses**

(cc) **Community care facility**;

(dd) **Cultural facility**;

(ee) **Group daycare** subject to Section 3.26.02;

(ff) **Recreation facility, indoor**;

(gg) **Recreation facility, outdoor**;

(hh) **School**;

Residential Uses

(ii) **Apartment**;

(jj) **Assisted living**;

(kk) **Caretaker dwelling unit**;

(ll) **Home occupation** subject to Section 3.09;

(mm) **Townhouse**; and

(a) **Manufactured home** and **modular housing,** subject to the Manufactured Home Park (RH1) Zone.

(2) Within those portions of the lands identified as 'Area 2' on the zone map attached as Schedule 'AM', the following uses and no other are permitted:

(b) **Apartment**;

(c) **Townhouse**;

(d) **Manufactured home** and **modular housing**, subject to the Manufactured Home Park (RH1) Zone.

(3) Notwithstanding Section 6.53C.01(2), those portions of the lands identified as 'Area 2' on the zone map attached as Schedule 'AM' are permitted the uses under Section 6.53C.01(1) if no **manufactured home** or **modular housing** exists within any lot of 'Area 2'.

6.53C.02 Height of Principal Use Buildings

No **townhouse** may exceed a height of three storeys.

6.53C.03 Setbacks

(1) No building or structure may be located:

(a) Within 2.0m (6.5 ft) of any lot line that adjoins a highway;

(b) Within 6.0m (20 ft) of any lot line that adjoins a lot in a Residential or Multiple Residential Zone;

(2) Notwithstanding subsection 6.53C.03(1), no **townhouse** may be located:

(a) Within 3.0m (9.8 ft) of any front lot line, nor within 5.5m (18 ft) of a portion of a building comprising of an attached garage;

(b) Within 5.5m (18 ft) of any rear lot line;

(c) Within 1.5m (5.0 ft) of an interior side lot line;

(d) Within 3.5m (11.5 ft) of any exterior side lot line.

6.53C.04 Density of Development

(1) There may not be any development on any parcel of land that does not have access to a highway, and where a parcel of land has access to a highway there may not be more than one residential **dwelling unit** or more than 150m2 of non-residential gross floor area in the Mixed-Use Employment 3 (MUE3) Zone;

(2) Notwithstanding subsection 6.53C.04(1), there may be more than one residential **dwelling unit**, and more than 150m2 of non-residential gross floor area in Area 1 of Schedule 'AM' for the Mixed-Use Employment 3 (MUE3) Zone, if the owner of the land proposed to be built upon has:

(a) Provided to the City of Langford, to the satisfaction of Council;

i. A minimum of 4.0 hectares of land dedication within in a form and location to the satisfaction of the Director of Planning; and

ii. Land dedication, or the registration of a non-disturbance covenant, of any additional lands within Area 1 of Schedule 'AM' that a qualified professional determines needs to be protected, as per their analysis of the development permit areas.

(3) Notwithstanding subsection 6.53C.04(1), there may be more than one residential dwelling unit, and more than 150m2 of non-residential gross floor area in Area 2 of Schedule 'AM' for the Mixed-Use Employment 3 (MUE3) Zone, if the owner of the land proposed to be built upon has:

(a) Provided, to the satisfaction of Council;

i. An amenity building with a minimum gross floor area of 93m² (1,000 ft²) within the mobile home park for the use of the residents of the mobile home park, designed to the satisfaction of the Director of Planning; and

ii. Land dedication, or the registration of a non-disturbance covenant, of any additional lands within Area 2 of Schedule 'AM' that a qualified professional determines needs to be protected, as per their analysis of the development permit areas.

(b) Maintained a minimum of 40 **manufactured home** or **modular housing** units within Area 2.

(4) Under no circumstances may the density of development within the MUE3 zone exceed a floor area ratio of 6:1;

(5) Notwithstanding Section 6.53C.04(3), there may not be more than 78 manufactured or modular homes within 'Area 2' on the zone map attached as Schedule 'AM' nor may the density of any non-manufactured/modular homes exceed 50 units per hectare (20 units per acre) without implementing recommendations of a Traffic Impact Assessment that ensures vehicular movements are at an acceptable level of operational capacity.

6.53C.05 General

The relevant regulations of Part 3 of this Bylaw apply.

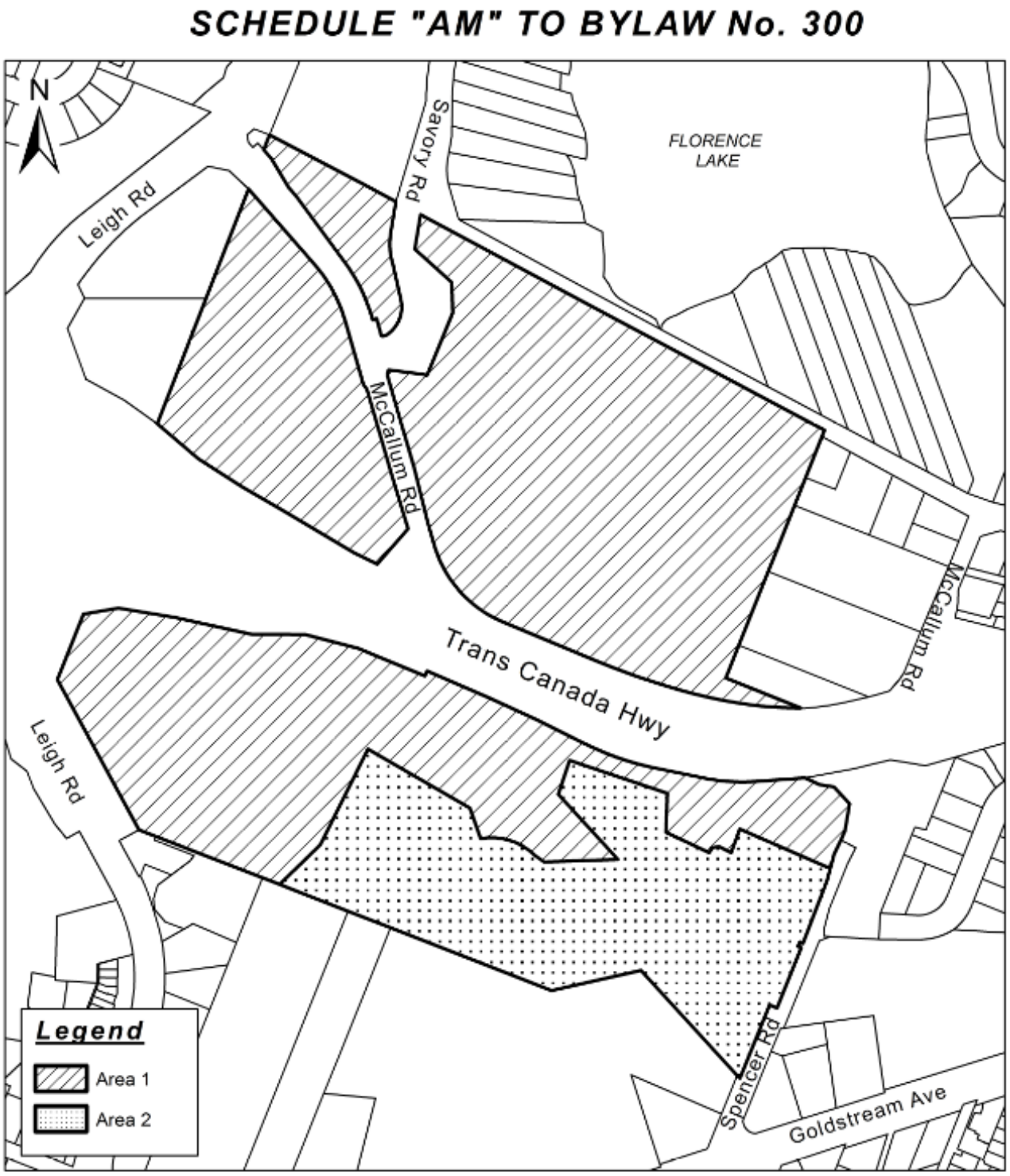
Schedule C

For those lands located within the Mixed-Use Employment 2 (MUE2) Zone and the Mixed-Use Employment 3 (MUE3) Zone, the following additional landscaping provisions shall apply:

I. A continuous landscape and screening area not less than 2.0 m wide shall be provided along the developed portion of each lot which abuts a highway. The landscaping shall have a height of not less than 1.5 m and may include a decorative fence.

II. A continuous landscape and screening area not less than 2.5 m wide containing a decorative fence not less than 1.8 m in height together with decorative planting must be provided along the developed portion of each lot which abuts a property in a Residential or Multiple Residential Zone, except where the boundary between the two lots is separated by a highway. This landscape and screening area may be interrupted at boulevard crossings, or to provide necessary pedestrian access for entering a building or for viewing shop windows.

Schedule D


SCHEDULE "AM" TO BYLAW No. 300
N
Leigh Rd
Savory Rd
FLORENCE LAKE
McCallum Rd
McCallum Rd
Trans Canada Hwy
Leigh Rd
Spencer Rd
Goldstream Ave
Legend
Area 1
Area 2

West Shore RCMP cleared of wrongdoing

Suicidal man needed 82 staples after being bit in the leg by police dog

Kendra Crighton
News Staff

The West Shore RCMP has been cleared of any wrongdoing in relation to a suicidal man who was seriously injured after being subdued by a conducted energy weapon (CEW) and police service dog last spring.

Because the man's injuries occurred in connection to the actions of police, the Independent Investigation Office (IIO) was notified to investigate whether "unauthorized or excessive force was used by any officer."

A report released on April 7 states the officers involved were faced with a situation that was "bound to give rise to a very high-risk assessment," but they exercised restraint by trying, over an extended period of time, to take the man into custody without harm.

Just after 1:30 a.m. on April 22, 2019, RCMP received two 911 calls — one from a man's mother who told police her son was suicidal and was planning to jump off a bridge, the second was from the man himself stating that he was planning to inject himself with a syringe filled with gasoline. RCMP were able to locate the man through cell phone 'pings' in an area of grass and shrubs off the Island Highway in View Royal.

The man was holding a backpack with one hand inside and told the officer to "back up." Two officers, accompanied by a police service dog, engaged the man in conversation for several minutes — audio recordings of this interaction corroborated witness officer statements provided to the IIO.

As RCMP worked to de-escalated the situation and get the man to a hospital, he told the officers that they would have to "shoot or tase" him.

Officers noted the man continued to have one hand in the backpack and was "twitching as if he was about to pull something from the bag," states the report. One of the responding officers drew his firearm and told the man "it doesn't have to be like this," to which the man responded stating that he had tried to kill himself five times and this was "the way [he] want[ed] it."

As more officers arrived on the scene, the man walked toward the nearby Upper Gorge waterway, threatening to jump in.

One of the officers told the IIO that it became clear that the man was determined to have police officers use their weapons on him. The man continued to taunt police, demanding they use their "Tasers" on him and stating that if he moved his hand — which was still in the backpack — quickly, the police would "launch something" at him.

Finally, the man told the officers he was "gonna make one of [them] do something." He stepped toward officers and motioned as if he was going to withdraw his hand quickly from the backpack.

At that point, one of the officers discharged his CEW while another officer sent the police dog after the man.

The man fell to the ground and police were able to put him in handcuffs. The police dog bit him in the leg, which would later require 82 staples to close.

The IIO report states the man presented a credible threat by keeping his hand in the backpack and "pretending at any moment he would draw and use some sort of weapon."

"Through his own, quite deliberate actions, [the man] placed himself at risk of the use by police of lethal force," states the report, adding that it was fortunate less lethal options were available for the officers to use.

West Shore podcast highlights COVID-19 pandemic and local businesses

A West Shore podcast highlights local businesses as well as how the COVID-19 pandemic is affecting the Western Communities.

The Westshore Business Podcast, co-hosted by local business development professional John Juricic and marketing and communications specialist Kelly Darwin, originally set out to highlight local businesses and the many unique things they're doing in the communities. Darwin, who is on the board of the Westshore Chamber of Commerce and is a new member liaison, said there were many new businesses he met with that he felt people didn't know much about.

"We just wanted to talk about the good things happening on the West Shore," Darwin said.

Recently, the COVID-19 pandemic came to the forefront of conversations so Darwin and Juricic decided to pivot.

"We asked if we could use our platform to get the message out to people about what they should be doing and what Langford is doing," Darwin said. The pair are now recording a podcast every second day with Langford Mayor Stew Young and are getting other politicians and businesses involved.

"Whatever the challenge is, you always hear Langford coming up with the common sense plan to deal with it," Darwin said. They plan to loop the local business angle back into the podcast by checking in on the unique ways they are dealing with the COVID-19 pandemic. The podcast has episodes dating back to March of last year with the most recent ones touching on COVID-19. They can be found online at westshorebusiness.com.

City of Langford
www.cityoflangford.ca

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Proposal: **The purpose of Bylaw No. 1882 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zone of the property located at 936 Jenkins Avenue and a portion of 919 Rex Road from One-and Two Family Residential (R2) to Residential Small Lot 3 (RS3) to allow for a small lot subdivision of 4 single-family homes.**

Applicant: **Diane Larkey**

Location: **The land that is the subject of Bylaw No. 1882 is located at 936 Jenkins Ave and a portion of 919 Rex Rd as shown shaded below.**

Council will be considering Bylaw No. 1882 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**

COPIES of the complete Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact David Sametz in the Planning Department at 250-478-7882 or email dsametz@langford.ca with any questions on this Bylaw.



Braden Hutchins
Director of Corporate Services

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Proposal: **The purpose of Bylaw No. 1885 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning of the property located at 1100 McCallum Road and 2780 Spencer Road from One- and Two-Family Residential (R2), Rural Residential 4 (RR4), Mobile Home Park (RH1), Tourist Commercial – Motel (CT1), and Comprehensive Development – South Skirt Mountain (CD12) to a new Mixed-Use Employment 3 (MUE3) zone. This would allow for the future development of these lands to residential, multi-family, and commercial uses.**

Applicant: **Niall Paltiel, Keycorp Consulting Ltd.**

Location: **The lands that are the subject of Bylaw No. 1885 are located at 1100 McCallum Rd and 2780 Spencer Rd as shown shaded on the plan.**

Council will be considering Bylaw No. 1885 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**

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Braden Hutchins
Director of Corporate Services

Canada Day festivities cancelled

Canada Day festivities are among the latest cancelled events in Greater Victoria.

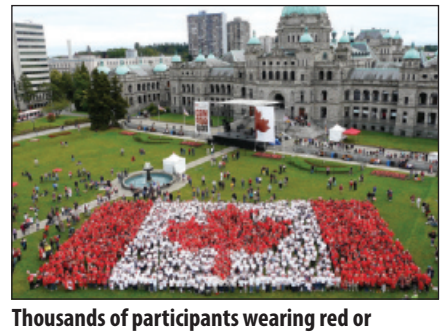
Both the City of Victoria and Town of View Royal cancelled events marking the nation's birthday.

On April 19, Provincial Health Officer Dr. Bonnie Henry said there will be no gatherings this summer. That includes Victoria's popular Canada Day festivities that draw thousands to the Inner Harbour and Ship Point.

"The federal government has said they are going to hold a national virtual Canada Day celebration this year. We are in contact with the Minister of Canadian Heritage to see what is planned and how we can participate and support this event," said Victoria Mayor Lisa Helps during an April 21 update from city hall.

The event with live music all day and ending in a fireworks show tends to draw between 45,000 and 55,000 people on July 1.

Canada Day festivities in View Royal are also cancelled and attributed to the ban on gatherings of 50 or more due to COVID-19. Unfortunately, that includes the fourth annual Canada Day event hosted by the Victoria Highland Games Association and Volunteer View Royal, which is sponsored by the Town of View Royal.



Thousands of participants wearing red or white T-shirts gather on the Legislature lawns in Victoria to create a living Canadian flag for Canada Day festivities. (Ken Kelly/DVBA)

24/7
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Colwood reopens most public garbage cans

Shalu Mehta
News Staff

Some public Colwood garbage cans have been opened again for use just a few weeks after the City closed them to help limit the spread of COVID-19.

At the end of March, Colwood issued a public statement reminding residents to take their garbage home with them when a bin is closed. Some residents, however, weren't getting the message as many bags of dog poop and litter were spotted in a Colwood park on March 30.

At the time, Colwood Mayor Rob Martin told Black Press Media that the City chose to close garbage cans in order to protect city staff and lower the risk of transmission. However, with the amount of litter, workers were then forced to "engage with every single poo bag or piece of trash individually" in order to pick it up.

Martin said if the people littering "truly understood the danger they were putting others in, they wouldn't be doing it."

He also added that it was clear to the City that some strategic garbage cans needed to be re-opened due to all of the litter.

On April 24, a tweet from the City of Colwood included a photograph of an open garbage can at a park along with the caption "Signs of the times." A notice on the garbage can reminds residents to stay home, keep physical distance and wash hands.

Martin re-tweeted it and said most Colwood garbage cans have been re-opened. He called it "a small step towards normalcy."

-With files from Kendra Crighton
shalu.mehta@blackpress.ca

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City of Langford
www.cityoflangford.ca

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Applicant: **Niall Paltiel, Keycorp Consulting Ltd.**

Location: **The lands that are the subject of Bylaw No. 1885 are located at 1100 McCallum Rd and 2780 Spencer Rd as shown shaded on the plan.**

Council will be considering Bylaw No. 1885 at the following meeting:

Date: **Monday, 4 May 2020**

Time: **5:30 pm**

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Braden Hutchins
Director of Corporate Services



City of Langford
www.cityoflangford.ca

NOTICE OF PUBLIC HEARING

The City of Langford has received an application to amend the Official Community Plan Bylaw No. 1200 and Zoning Bylaw No. 300 by means of Bylaw Nos. 1889 and 1890. All persons who believe that their interest in property is affected by the Bylaws will be afforded an opportunity to be heard or to present written submissions respecting matters contained in the Bylaws at a Public Hearing to be held in **the CITY OF LANGFORD COUNCIL CHAMBERS, Third Floor, 877 Goldstream Avenue, Langford, BC, on Monday, 27 April 2020, 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. 1889 is to amend the City of Langford Official Community Plan Bylaw No. 1200 by amending the designation of the property located at 1336 Langshire Road that is the subject of Bylaw No. 1889 from the Hillside or Shoreline designation and adding to the Business or Light Industrial Zone to allow for commercial and light industrial uses to be developed on the property.**

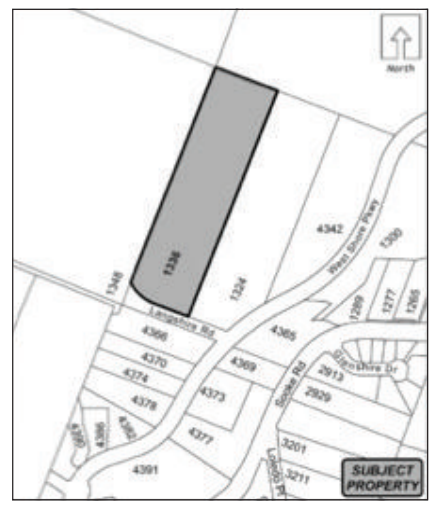
The purpose of Bylaw No. 1890 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning designation of the land from the RR4 (Rural Residential 4) Zone to the BP2A (Business Park 2A – Sooke Road West) Zone to allow for commercial and light industrial uses to be developed on the property.

Applicant: **Rachael Sansom**

Location: **The land that is the subject of Bylaw Nos. 1889 and 1890 is 1336 Langshire Rd as shown shaded on the plan.**

COPIES of the complete Bylaws and other material that the Council may consider in relation to the Bylaws may be viewed online at: www.cityoflangford.ca/, or made available upon request by emailing to planning@langford.ca or in writing to Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8 for the duration of the pandemic emergency. Please contact Lauren Mattiussi in the Planning Department at 250-478-7882 or at lmattiussi@langford.ca with any questions on these Bylaws.

Braden Hutchins
Director of Corporate Services



From: Trina Cruikshank
To: Trina Cruikshank
Subject: Bylaws, Council/Committee Meetings and Agendas
Date: Monday, April 6, 2020 10:09:56 AM

You have received an email from Cathy Armstrong via the Langford website contact us form

Name: Cathy Armstrong
Email: carmstrong@conservancy.bc.ca
Phone: 2504798053
Address: PO Box 50054, RPO Fairfield Plaza

Message:
April 3, 2020

Mayor and Council
City of Langford
2nd Floor, 877 Goldstream Avenue,
Langford, British Columbia, V9B 2X8

Re: Triway Developments development proposal

Dear Mayor and Council,

TLC The Land Conservancy of British Columbia is aware of an application for development of the 50 acres spanning Highway 1 near the Leigh Road overpass. We have inspected this property in the past, and note that there is a significant stand of Garry Oaks and a small pond. This sensitive area is located in close proximity to Florence Lake Park.

We have been contacted by a local resident and long time TLC supporter who is concerned about the potential destruction of this c ritical ecosystem.

TLC strongly encourages the investigation of protective measures to ensure the health and conservation of these beautiful Garry Oaks and to preserve the pond for the benefit of local wildlife. Ideally this area should be conserved and added to Florence Park.

This is an opportunity to do the right thing, to protect critical wildlife habitat and conserve greenspace, we are hopeful that a solution can be found.

Cathy Armstrong
Executive Director
TLC The Land Conservancy of British Columbia

PO Box 50054 RPO Fairfield Plaza, Victoria BC V8S 5L8

[redacted]
[redacted]
Victoria, BC
[redacted]

RECEIVED
MAR 30 2020
PLANNING DEPARTMENT
CITY OF LANGFORD

Mr. Matthew Baldwin
Director of Planning

Dear Mr. Baldwin:

I am writing to you today with great displeasure over the meeting Apr. 6th. Regarding the rezoning of the property at 2780 Spencer Road. I presume that your office is now closed due to the covid19 virus so we cannot attend in person. Most of the residents have either vision or hearing problems or no computers so it makes it difficult to keep informed of what's going on during the meeting. We can't even get together to help each other out. I think it's very unfair to go ahead with this meeting without giving all of us a chance to be involved. This is afterall our homes we are talking about. If you read all the "hardship" letters we sent to Mayor Young back in the spring you will know that we are all very upset about what is going on. We live in this area because it is close to family, shopping and doctors etc. Most of us cannot afford to pay $1300 a month for a small one bedroom apartment with no yards to enjoy. Most of us have been here a long time and it's a very upsetting time for a senior to have to leave their homes.

I think you should postpone this meeting until a time when we can all appear in person. It makes one wonder if by doing it now is because there won't be many who can voice their opinion against what the planning committee decides. I don't like to believe that but it does make me wonder.

Please consider changing the meeting to a future date.

[redacted]

From:	Robert Dykstra
To:	Suzette Chapman
Cc:	Matthew Baldwin; Leah Stohmann
Subject:	FW: Kramer lands
Date:	Friday, April 24, 2020 3:57:11 PM

Hi Suzette,

Below is correspondence we received regarding Z19-0029.

Thanks,
-Rob

From: [redacted]
Sent: April 24, 2020 3:06 PM
To: lzpak@langford.ca; sandrews@langford.ca; Norma Stewart <nstewart@langford.ca>
Cc: Robert Dykstra <rdykstra@langford.ca>
Subject: Kramer lands

Hello,

We reach out to you in the hope that you will work to help Jim Hartshorne protect more than the minimum 10 acres of these special lands. Right now there are masses of shooting stars blooming, some trillium still, camas starting, and some rare calypso orchids. Garry Oaks, fir, arbutus, hawthorne, rose; there is incredible diversity located here.

Please read some of what we're reading: Ann Dale's Edging Forward: Achieving Sustainable Community Development,
Diana Beresford-Kroeger, and Richard Louv. Dr. Suess's The Lorax is also applicable here in Langford.

We know urban development was the OCP of the 90's, but we've come a long way since then and we know better now. Be on the right side of history: allow nature some rights.

Thankyou, [redacted]

From: [redacted]
To: Langford Planning General Mailbox
Subject: 1100 McCallum Road & 2780 Spencer Road
Date: Monday, April 27, 2020 8:24:58 AM
Attachments: Langford.pdf

Good morning,

My mother, [redacted], received the attached Notice of Public Hearing for May 4,2020

As there will not be a public hearing, kindly provide a specific link to this or please mail all the documents to:

[redacted]

Tel: [redacted]
Fax: [redacted]
Email: [redacted]

I am the daughter, [redacted].

Thank you. Be well. Stay well.

City of Langford
2nd Floor – 877 Goldsteam Avenue,
Langford, BC, Canada
V9B 2X8
250-478-7882

Thursday, April 02, 2020

Attention: Mayor Stew Young

Re: Rezoning of 2780 Spencer Road – Tri-Way Mobile Park

I would like to thank Mr. Robert Dykstra to help me to understand the process I needed to do regarding the zoning of the property.

I have some questions and concerns I do not feel have been addressed. As for the zoning of the property I currently reside in, I understand there will be a small number of units that will remain in the mobile home park but it is unclear as to which units these may be.

1. Are the units that make up the small portion of this development going to remain in their current locations; or will the existing units need to be moved?
2. Can you provide which area of the park will be designated for this purpose?

My husband and I are both old age pensioners with minimal income. It would be our desire to remain in the park however our unit [redacted] can not be moved. This is a common concern amongst our neighbours who are in the same financial situation.

The uncertainty of our future is very stressful causing a great deal of anxiety and is detrimental to our physical and mental health.

Another concern I have is the confinement due to the Covid-19 pandemic. We have been informally told that the legal process for the purchase of the park will happen in August 2020, giving residents 1 year to relocate after this date. I understand from our Prime Minister, Premier, and Dr. Henry the end of this pandemic has no clear end date in the near future.

3. Will notice to vacate in within 1-year be postponed if the social distancing is still in place?

With the housing prices in Langford and Victoria, we will not have the means to purchase another mobile home. As you are aware, the housing market in Greater Victoria is expensive in general. This is a huge concern as the average rent will far exceed what we will be able to afford.

We will need to decide what we will do to have a roof over our heads. Our only thought is we may have to move away from Langford and Greater Victoria. This worries me as both my husband and I have significant health issues and remaining close to the family in Langford is very helpful in our times of need. Not to mention the close proximity to the Victoria General Hospital is comforting, which has literally been l lifesaving for me in the recent past.

It is my understanding that in order for this development to move forward, the Langford council will only approve or support this project if the developer and the majority of residents agree on a fair settlement.

4. Can you confirm this?
5. What is considered a fair settlement?

Unfortunately, due to the Covid-19 social distancing we will not be able to attend the hearing in person.

6. Will the meeting be streamed over social media? If not,
7. Can you please forward me a copy of the minutes, or tell me where on the town website I can find them?

We have been Langford residents for 15 years and a devoted supporter of you and your council. I trust you will take my letter and concerns into consideration during the hearing on Monday. The majority of the residents in our park are Seniors and I can say with certainty that my husband and I are not the only ones that have the stress of worrying where, what and when our livelihood will be uprooted.

Sincerely,



RECEIVED
MAR 31 2020
ADMINISTRATION & FINANCE
CITY OF LANGFORD

(1)

Langford City Council,

I'm writing in regards to the April 6th Hearing. I have a parent living in the Mobile Home Park that Jim is trying to have Re-Zoned. I realize that things change and I'm not naive to actually think there will not be growth on that massive piece of land. My concern at this time is that we are in the midst of a Pandemic and it seems like this hearing is trying to be "snuck" in without too many issues.

The sign was posted outside the mobile home park one afternoon. Keep in mind that it's a Senior Park, seniors are at a high risk of serious complications due to covid-19. So the seniors are supposed to stay home as per our Prime Minister, Premier, and Health officials. So how many have been out to see the sign? I know it was posted in the newspaper, a newspaper which does not get delivered door to door. The sign states that the hearing is April 6th at 5:30pm on the third floor of City Hall. The sign does not mention the meeting will be by Teleconference, do you want the most vulnerable to be showing up to city hall and risk their health just so they could be heard?

I understand that life still goes on, even during the most trying

times, but this is about their life and what they stand to lose. Please take them into consideration and think about rescheduling.

In case the hearing continues I need to draw attention to a few things.

Jim has been telling the residents they need to apply to B.C Housing. They are unable to apply because they have been told they don't qualify because they own homes right now. When they are bought out they will not qualify for low income housing because of their buyout being an asset. In reality a good number of those folks will walk away with very little if any of that money because of their financial situations. Lets face it, they are in mobile homes because the pad rent is affordable.

The residents have not been offered any idea of what the park might look like. Jim had "suggested" a low income 2 story building on site for anyone wanting out of the mobile. He talked about putting it where the Laundry Building is. Now he says thats not an option and that he will build a 4 to 6 storey building and sell it to BC Housing, which sounds great but again most won't qualify.

Hilbry

I understand that Jim is a businessman and this is his job/life, but this site is so much more than a business deal to 100 seniors.

There is concern that what is being said to the residents is only "suggestions" and something different is being told to council or the planning department. And unless something is in writing for the seniors: an actual plan of what the "new" mobile park will be .... an agreement with BC Housing in place .... anything of structure then they will lose big time in the end. Because once the rezoning goes through then he can change it to whatever he wants. And Yes I know he has to keep at least 41 mobile homes but he can do anything he wants with them. He can also make their pad rent increase to whatever he chooses, and again this is what they can afford.

I'm hoping that council can enforce some rules or guidelines and really act on behalf of the senior residents at Tri Way Mobile Home Park. This is NOT just a business deal.

Is there any way that the land that has the mobiles on can stay zoned as a Mobile Home Park while he has all the other land zoned for mix use? That way No One moves and Jim can still build his city (Mostly across the

highway.) It's a large piece of land and they don't need to live like sardines in a can.

Our Mayor was very adamant that the Western Speedway would remain the speedway. He was very passionate about it on the news. It would be nice if the same kind of passion went into the well being of the seniors in the Tri Way Mobile Park.

Thank You for your time

[redacted]

[redacted]

RECEIVED
FEB 19 2020
ADMINISTRATION & FINANCE
CITY OF LANGFORD

[redacted]

DEAR MAYOR & COUNCIL

I AM [redacted]
(EXCUSE THE WRITING)
I HAVE [redacted]

IT IS MY WISH TO DIE IN MY OWN HOME WHERE I HAVE LIVED FOR [redacted] I HAVE A [redacted]
FOR MY [redacted] AND A [redacted] THAT I TEND ON BECAUSE OF MY [redacted]

50% OF MY NEIGHBOURS ARE IN THEIR 80'S & 90'S AND FEEL THE SAME, THE DIFFICULTY OF MOVING REPRESENTS A NIGHTMARE

[redacted]

2/

IF IT IS POSSIBLE TO
REZONE THE SECTION ACROSS
THE HIGHWAY AND LEAVE THE
REZONING OF THE MOBILE
HOME PARK FOR 2-5 YEARS.
MOST OF US WILL BE DEAD
AND BESIDES IF [redacted]
IS ADDING SEWER AND
POWER HE CAN DOUBLE
THE OCCUPANCY OF THE PARK
GIVING HIM OVER A
MILLION DOLLARS A YEAR
PLUS.

PLEASE CONSIDER MY
SUGGESTION, AND LET US
DIE IN OUR OWN HOMES

THANK YOU

[redacted]

24 April, 2020

RECEIVED
APR 27 2020
PLANNING DEPARTMENT
CITY OF LANGFORD

Mayor Stew Young
Planning and Zoning,
and Council

Re: Langford Zoning 2780 Spencer Road - Letter to be read in lieu of Public Hearing in Council Chambers

So here's the thing . . .

There are 78 mobile homes at the Triway Mobile Home Park.

We understand this will be downscaled to a minimum of 41 homes.

This leaves the possibility of 37 homes that will eventually need to go.

We have an approximate idea of which mobiles will stay, but nothing except a vague "southwest corner". We have seen no plans and have no way of knowing which will stay and which must go or by what timeline.

At the Jan. 16 meeting hosted by Jim Hartshorne he said he "would like to build a two-storey building, on two levels, each suite having a patio (stating elevators are expensive)", with modest one-bedroom suites, at a modest rent for anyone that would like to leave their mobile, and for the overflow of the residents that would be displaced.

It was also said that anyone that wished to leave, would be paid out their 2020 assessed value plus 12 months' rent within a month or so of the completion of the sale, originally September, but because of COVID 19, this date will likely need to be extended. After the meeting, most residents and their families were pretty pleased with this prospect.

However, residents have recently been told they are welcome to sell their homes on the open market, and those homes that will be remaining in the undisplaced "new park" will not be eligible for a buyout. Even if they wish to leave anyway.

We now understand there will be a four or five storey BCH/CRD owned building on site, that includes a 1000 sq. ft. common room for its residents, and the residents of Triway. If this is for and within the building, it is doubtful the residents left in the park will want to use it, it not actually being part of the park.

Interestingly enough, everyone was encouraged to apply to BC Housing, and mention they were in the Tri-way Mobile Home Park. However, we have since found out that there will not

necessarily be an exception made for Park residents when the need arises. Also, no one is eligible unless they have no home or a notice of eviction.

Many residents have been here many years and have kept up their homes according to their available funds. With a buyout at assessed value, we understand BC housing would need them to claim this money as an asset.

So, if accepted, they lose their home, get subsidized rent according to their total funds in the bank, which will, in most cases, have them paying more than their pad rent each month.

They will not have enough money to buy anything else. They will lose their home and preferred quality of life, and, subsidized or not, will need to use what funds they have to pay rent, until they have no money and get subsidized rent, without owning their own home.

But all this hinges on whether or not CRD housing will make an exception for these unfortunate folks and put them to the top of the list of nearly 1,000 people waiting.

If not, where will they go? Market rents are more than double what their pad rent for the home they own costs them, and most are in no position to pay more.

Why is it not possible to build the two-storey building at approximately the same rent as pad rent, suggested at the Jan. 16 meeting? I am sure if this were to happen, most of the residents would, once more, feel confident they had a reasonable expectation of continuing their quality of life, many willing to take up residence in such a building.

There are numerous ways this could be financed, besides by Jim Hartshorne, possibly on a leased plot of land, with a long-term mortgage, and perhaps shares by the residents. Definitely worth looking into, don't you think?

Also, there is a lack of understanding about the 12-acre covenant that will be in place, covering the existing park. At what point in time will the covenant be completely or partially lifted, and the residents have to comply with the new laws, and what will those new laws be?

Mr Hartshorne had announced at his presentation to Tri-Way residents meeting Jan. 16, 2020, that buyouts would be available after sale completion and that they would be at the 2020 assessments. This was later confirmed verbally by Matthew Baldwin at City Hall.

- When exactly does the City Policy "Comprehensive Plan for Compensation" that Council and Tri-Way residents have to approve take effect?
- Is it upon sale completion which technically marks the commencement of redevelopment?
- Is it upon placing of a covenant over 12 of the approximately 25 acres of current park land thereby reducing the effective size of the Park and its environment by half?
- Is it upon commencement of construction and infrastructure work on site which will have a significant impact on residents?

- Is it upon application for a future reduction in size of the covenanted area?
- Whichever it will be, will the Policy and "Comprehensive Plan for Compensation" be applied equally to all residents or will it be applied solely to those residents impacted directly by a proposed reduction in covenanted area?
- Are the 2020 assessments the rate at which any buyout will happen regardless, or in the event application for downsizing of the covenanted area does not happen till say 2021 or later, what then would be the rate applied for buyouts under the City policy?

Whatever the answers to the above are, each of those above incremental changes impacts EVERY resident whether by loss of the park they currently enjoy, the shrinkage of the community to which they belong, or the fact of having to vacate their home due to a reduction of covenanted area.

I pose these questions as some people are worried their assessment could go down in the future, and they have been counting on the 2020 figure for their future plans.

It is understood that once the zoning has been approved, the residents will have no further say, but Mayor Young has promised us in his letter of May 31st 2019 that Tri-Way residents must be satisfied with a comprehensive plan of compensation before re-zoning is granted. However, as it stands, re-zoning will be granted together with a covenant to be put in place over the area occupied by the existing 78 homes. Please explain how Mayor Young's written assurances and Langford City Policy POL-0070-Plan will be applied when a future reduction in covenanted area is applied for?

There are many more issues involved in this park redevelopment that I'm sure you are aware of, but I respectfully request that you do not rush this through without thoroughly examining all aspects of the situation regarding the 110 residents involved.

Respectfully yours,

[redacted]

March 27, 2020

Mayor Stew Young and Council,

Re:" City of Langford
NOTICE OF PUBLIC HEARING
Monday, 6 April, 2020
5:30 pm
City Hall Council Chambers
1100 McCallum Rd. and 2780 Spencer Rd.
File Z19-0029 Bylaw Number 1885

RECEIVED
MAR 30 2020
PLANNING DEPARTMENT
CITY OF LANGFORD

This public meeting is scheduled to go ahead, regardless of COVID-19.

I understand you are planning to do this meeting electronically and by telephone.

I am one of the 110 residents of the Triway Mobile Home park, and, as you know, this is a seniors park. Many of the residents here will not understand or be able to take part in this meeting.

This is unacceptable.

It would be a service to these residents if you could I implore Mayor and Council to postpone this public hearing until such time as the residents who will be mostly affected by the passing of this bylaw have the opportunity to attend the meeting and be heard. Their very lifestyle is at the crux of this zoning.

It would be a great service to these residents of you would please consider this request.

Thank you for your consideration in this very serious matter.

Humbly yours,

[redacted]

From: [redacted]
To: Langford Planning General Mailbox
Subject: FW: RE: Public hearings
Date: Friday, April 24, 2020 3:58:30 PM
Attachments: Bylaw 1885 Public Hearing being Waived Package.pdf

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Hello,

Regarding Bylaw 1885, I have some concerns and questions. I have read the attached package and would like to know if the required archeological and environmental assessments have been done and what their recommendations were. I'm particularly concerned about the proximity of the development to Florence Lake. It seems unlikely that it won't have a negative effect on the lake. Lakes in Langford, and anywhere actually, are real gems. They offer wildlife a large, relatively healthy habitat and humans a small, development -free natural open space. We are so lucky to have them in our neighbourhoods. It's up to us, through city councils, to protect them. Florence Lake and the proposed development beside it are important bird habitats. We've already lost a huge forest to the South Skirt Mountain development. I know of the midden mentioned and believe it is near the lake as well.

Also, I can't help but feel for the seniors losing their homes in the mobile home park. Their letters are heart-renching. There is a lot of land in this parcel that could be used for development while also leaving the lake and seniors at least relatively untouched.

Will there be any effort to live-stream your meetings and to improve navigation on the city website?

Regards,
[redacted]

Sent from my Xperia™ tablet

---- Original Message ----
Subject: RE: Public hearings
Sent: Apr 24, 2020 9:55 AM
From: Robert Dykstra <rdykstra@langford.ca>
To: [redacted]
Cc:

Hello [redacted],

Public hearings have been waived if the rezoning complies with the Official Community Plan. This is due to the pandemic and how unsafe it would be to have a room full of people. However, Council is still receiving correspondence regarding all rezoning for their consideration.

An environmental assessment was completed in the past under a different rezoning application.

From the knowledge of that assessment, the current rezoning application is proposing to dedicate approximately 10 acres of land to the City, the majority of which is at the bottom of Florence Lake and deemed environmental sensitive.

To help better understand the proposal, I've attached the public hearing package for this file. If you wish to provide any comments, please email directly to planning@langford.ca.

Thanks,
Robert

From: [redacted]
Sent: April 23, 2020 7:19 PM
To: Robert Dykstra <rdykstra@langford.ca>
Subject: Public hearings

Hello Mr. Dykstra,

I'm concerned about notices I've just read in the Goldstream Gazette. Is it true that public hearings are being waived and so council will just go ahead with proposals without them?

I'm particularly concerned about the proposed development at 1100 McCallum Road, especially the affect it will have on Florence Lake. This property is directly adjacent to the lake. Has the environmental assessment been done yet? If so what we're the results? How far back from the water can they develop?

Also, I found the city website to be really unhelpful. I finally gave up trying to find anything about this proposed bylaw after various searches for "1100 McCallum Road" "bylaw No. 1885" etc. And are your meetings going to be streamed or taped?

Regards,
[redacted]

Sent from my Xperia™ tablet

CITY OF LANGFORD
BYLAW NO. 1893

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 as Section 6.53D that text attached as Schedule B;

2. By replacing Section 6(f) of Appendix G with the text attached as Schedule C;

3. By replacing Section 10(e) of Appendix H with the text attached as Schedule C;

4. By adding to Section 1.4.1 of Appendix A that text attached as Schedule D;

5. By deleting from the R1 (One-Family Residential) Zone and adding to a new MUE4 (Mixed-Use Employment 4) Zone the properties legally described as LOT 2, SECTION 73, ESQUIMALT DISTRICT, PLAN 10003, EXCEPT PART IN PLAN VIP71899, PID No. 004-359-771 (721 Meaford Ave); LOT 1, SECTION 73, ESQUIMALT DISTRICT, PLAN 10003, PID No. 000-074-764 (749 Meaford Ave); AMENDED LOT 4 (DD 206444I) SECTION 73, ESQUIMALT DISTRICT, PLAN 7010, EXCEPT THAT PART THEREOF INCLUDED WITHIN THE BOUNDARIES OF PLAN 19191, PID No. 004-357-884 (755 Meaford Ave); AMENDED LOT 3 (DD 206443I), SECTION 73, ESQUIMALT DISTRICT, PLAN 7010, PID No. 005-799-571 (759 Meaford Ave); LOT 2, SECTION 73, ESQUIMALT DISTRICT, PLAN 7010, PID No. 004-862-091 (767 Meaford Ave); LOT 1, SECTION 73, ESQUIMALT DISTRICT, PLAN 19191, PID No. 003-679-489 (769 Meaford Ave) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 586, (721, 749, 755, 759, 767, 769 Meaford Ave), Bylaw No. 1893, 2020".

PUBLIC HEARING WAIVED BY RESOLUTION OF COUNCIL this 6th day of April, 2020.

READ A FIRST TIME this day of, 2020.

READ A SECOND TIME this day of, 2020.

READ A THIRD TIME this day of, 2020.

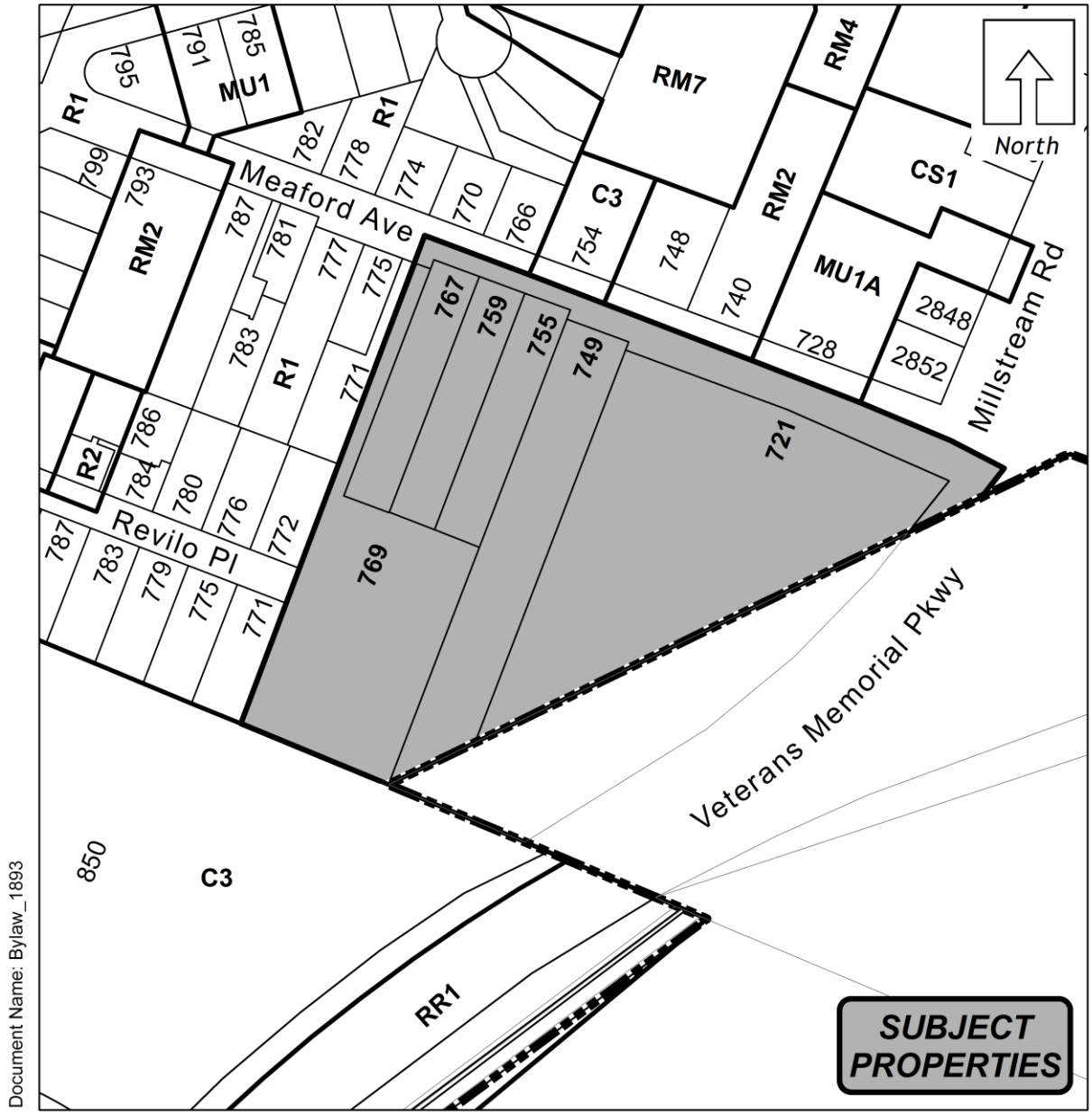
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS day of , 2020.

ADOPTED this of, 2020.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



Document Name: Bylaw_1893

I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1893

_____
MAYOR

ADOPTION: _____

_____
CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 3/11/2020

Schedule B

Section 6.53D – Mixed-Use Employment 4 (MUE4) Zone

(Bylaw 1893)

6.53D.01 Permitted Uses

(1) The following uses and no others are permitted in the Mixed Use Employment 4 (MUE4) Zone:

Commercial Uses

(a) **Animal hospital** in enclosed buildings;

(b) **Automobile dealership**;

(c) **Business support service**;

(d) **Equipment sales, service, repair and rental, minor**

(e) **Film production studio**;

(f) **Financial institution**;

(g) **Catering**;

(h) **Fitness centre**;

(i) **Household equipment and appliance service and repair;**

(j) **Hotel**;

(k) **Licensed premises**;

(l) **Liquor store**;

(m) Medical clinic;

(n) **Office**;

(o) **Personal service establishment**;

(p) **Pet daycare**;

(q) **Restaurants**, **excluding drive-through**;

(r) **Retail store**;

General Uses

(s) **Accessory** buildings and uses;

(t) **Accessory unenclosed storage**;

(u) Uses permitted by Section 3.01 of this Bylaw;

Business and Technology Uses

(v) **Electronics sales, service and manufacturing**;

(w) **Research and development facility**

(x) **Educational, Cultural and Recreational Uses**

(y) **Community care facility**;

(z) **Group daycare** subject to Section 3.26.02;

(aa) **School**;

Residential Uses

(bb) **Apartment**;

(cc) **Assisted living**;

(dd) **Caretaker dwelling unit**;

(ee) **Home occupation** subject to Section 3.09; and

(ff) **Townhouse**; and

6.53D.02 Height of Principal Use Buildings

No **townhouse** may exceed a **height** of three storeys.

6.53D.03 Setbacks

(1) No **building** or **structure** may be located:

(a) Within 2.0m (6.5 ft) of any **lot line** that adjoins a **highway**;

(b) Within 4.0m (13.1 ft) of any **lot line** that adjoins a **lot** in a Residential or Multiple Residential Zone;

(2) Despite article 6.53D.03(1), no **townhouse** may be located:

(a) Within 3.0m (9.8 ft) of any **front lot line**, except that no **garage or carport** whose vehicle access crosses a **front lot line** may be located within 5.5 m (18.0 ft) of a **front lot line**;

(b) Within 5.5m (18 ft) of any **rear lot line**;

(c) Within 1.5m (5.0 ft) of an **interior side lot line**;

(d) Within 3.5m (11.5 ft) of any **exterior side lot line**.

6.53D.04 Density of Development

(1) There may not be any development on any parcel of land that does not have access to a **highway**, and where a parcel of land has access to a **highway** there may not be more than one residential **dwelling unit** or more than 150m2 of non-residential **gross floor area** in the MUE4 Zone;

(2) Despite article 6.53D.04(1), there may be more than one residential **dwelling unit**, and more than 150m2 of non-residential **gross floor area** in the MUE4 Zone, if the owner of the land proposed to be built upon pays to the City of Langford:

(a) $250,000 by December 1, 2020, or prior to the issuance of the first Residential Building Permit, whichever is first; and

(b) $250,000 by June 1, 2021, or 180 days from the issuance of the first Residential Building Permit, whichever is first; and

(c) $250,000 by December 1, 2021, or 365 days from the issuance of the first Residential Building Permit, whichever is first; and

(d) $250,000 by June 1, 2022, or 545 days from the issuance of the first Residential Building Permit, whichever is first; and

(e) $712.50 per dwelling unit in excess of 515 units in the MUE4 Zone towards the General Amenity Reserve Fund; and

(f) $10.75 per m^2 ($1.00 per ft^2) of gross floor area per commercial and/or business development towards the General Amenity Reserve Fund; and

(g) $750 per dwelling unit on the 1^{st} to 4^{th} storeys of the building towards the Affordable Housing Reserve Fund; and

(h) $375 per dwelling unit on the 5^{th} and 6^{th} storeys of the building towards the Affordable Housing Reserve Fund; and

(i) $187.50 per dwelling unit on the 7^{th} storey or higher of the building towards the Affordable Housing Reserve Fund;

(3) Under no circumstances may the density of development within the MUE4 zone exceed a **floor area ratio** of 6.0:1;

6.53D.05 General

The relevant regulations of Part 3 of this Bylaw apply.

Schedule C

For those lands located within the Mixed-Use Employment 2 (MUE2) Zone, the Mixed-Use Employment 3 (MUE3) Zone, and the Mixed-Use Employment 4 (MUE4) Zone the following additional landscaping provisions shall apply:

I. A continuous landscape and screening area not less than 2.0 m wide shall be provided along the developed portion of each lot which abuts a highway. The landscaping shall have a height of not less than 1.5 m and may include a decorative fence.

II. A continuous landscape and screening area not less than 2.5 m wide containing a decorative fence not less than 1.8 m in height together with decorative planting must be provided along the developed portion of each lot which abuts a property in a Residential or Multiple Residential Zone, except where the boundary between the two lots is separated by a highway. This landscape and screening area may be interrupted at boulevard crossings, or to provide necessary pedestrian access for entering a building or for viewing shop windows.

Schedule D

For areas designated within the City Centre Development Permit Area or the Sooke Road Commercial Revitalization Development Permit Area, a Development Permit exemption may be issued for land alteration or preparation, provided that a grading and site preparation plan is prepared by a qualified professional, to be approved by the City, and if the lands are not located within any environmental development area.

CITY OF LANGFORD
BYLAW NO. 1894

A BYLAW TO ADOPT A FINANCIAL PLAN FOR 2020 – 2024

WHEREAS under the *Community Charter* the municipality must have a financial plan adopted by bylaw before the annual property tax bylaw is adopted;

AND WHEREAS through a public process the financial plan has been presented and the public has had an opportunity to comment;

AND WHEREAS Council deems this to be a process of public consultation as required by the *Community Charter*,

AND WHEREAS Ministerial Order No. M083 under the *Emergency Program Act* permits the Council of the City of Langford to adopt a bylaw on the same day that it receives third reading.

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

1. Schedule "A" attached hereto and forming part of this bylaw comprises the City of Langford Consolidated Five Year Financial Plan for 2020 – 2024

2. Schedule "B" attached hereto and forming part of this bylaw comprises the City of Langford Revenue and Property Tax Policy Disclosure.

3. This bylaw may be cited for all purposes as "City of Langford 2020-2024 Financial Plan Bylaw No. 1894, 2020".

READ the **FIRST, SECOND** and **THIRD** time and **ADOPTED** the _____ day of May, 2020

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule "A"

Bylaw No. 1894

Consolidated Financial Plan 2020-2024

	2020	2021	2022	2023	2024
REVENUES:					
External Revenues					
Development Fees					
Development Cost Charges	$ 8,605,112	$ 2,105,000	$ 5,375,000	$ 1,175,000	$ 1,175,000
Developer Contributions	1,843,500	50,000	400,000	850,000	1,150,000
Other Capital Contributions	-	-	-	-	-
Development Fees Total	10,448,612	2,155,000	5,775,000	2,025,000	2,325,000
Municipal Property Taxes	33,291,048	36,729,863	39,199,070	42,292,931	44,970,200
Parcel Taxes	1,962,500	2,021,500	2,071,000	2,042,300	1,990,300
Fees and Charges	9,638,800	9,729,805	9,349,526	8,711,570	8,783,646
Interest	438,000	448,000	459,000	470,000	481,000
Grants From Other Governments	23,900,845	3,154,754	3,143,211	3,206,630	3,263,055
Other Sources	7,497,900	2,895,022	2,226,320	2,335,562	2,558,485
Total External Revenues	87,177,705	57,133,944	62,223,127	61,083,993	64,371,686
EXPENDITURES:					
External Expenditures					
Operating Expenditures	46,941,433	48,155,481	49,386,786	51,735,635	53,530,593
Interest Payments on Debt	766,000	977,569	1,100,680	1,118,620	1,104,761
Capital Expenditures	53,837,350	15,378,822	14,240,830	8,389,400	7,047,000
Total External Expenditures	101,544,783	64,511,872	64,728,296	61,243,655	61,682,354
CHANGE IN NET FINANCIAL POSITION	**(14,367,078)**	**(7,377,928)**	**(2,505,169)**	**(159,662)**	**2,689,332**
OTHER REVENUES:					
Borrowing Proceeds	3,000,000	9,000,000	5,000,000	3,000,000	3,000,000
OTHER EXPENDITURES:					
Principal Payments on Debt	1,471,500	4,246,400	5,141,400	5,740,500	6,348,100
TOTAL REVENUES LESS EXPENDITURES	-$ 12,838,578	-$ 2,624,328	-$ 2,646,569	-$ 2,900,162	-$ 658,768
INTERNAL TRANSFERS:					
Transfer from Reserve Funds					
Affordable Housing	9,100	9,300	9,500	9,700	9,900
Capital Works & Equipment	$ 1,490,500	$ 1,850,000	$ 1,750,000	$ 2,100,000	$ 2,100,000
Equipment Replacement	611,500	1,226,000	515,000	2,192,000	547,000
Parks & Open Space	-	800,000	-	-	-
Park Improvement	-	-	-	-	-
Sidewalk Capital	48,000	-	-	-	-
Police Building Capital	-	-	-	72,400	-
General Amenity	7,916,500	2,241,500	1,336,700	1,132,700	888,400
Transfer from Reserve Fund Total	10,075,600	6,126,800	3,611,200	5,506,800	3,545,300
Less: Transfer to Reserve and Capital Funds					
Reserves:					
Police Building Capital	20,000	30,000	40,000	50,000	60,000
Capital Works & Equipment	1,465,600	1,165,600	1,305,000	1,405,000	1,405,000
Equipment Replacement	769,000	900,000	1,000,000	900,000	1,000,000
Parking Reserve	-	348,272	147,531	17,038	-
Infrastructure Sustainability					
General Capital Fund	118,000	118,000	118,000	118,000	118,000
	2,372,600	2,561,872	2,610,531	2,490,038	2,583,000
Transfers from(to) Surplus	5,490,978	550,000	660,000	910,000	750,000
Transfers from(to) Reserve Accounts	(355,400)	(1,490,600)	985,900	(1,026,600)	(1,053,532)
TOTAL INTERNAL TRANSFERS	$ 12,838,578	$ 2,624,328	$ 2,646,569	$ 2,900,162	$ 658,768

Schedule "B"

Bylaw No. 1894

Revenue and Property Tax Policy Disclosure

REVENUE DISCLOSURE

Revenue Proportions

	2020		2021		2022		2023		2024	
	($'000s)	%	($'000s)	%	($'000s)	%	($'000s)	%	($'000s)	%
Property Taxes	33,291	37%	36,730	56%	39,199	58%	42,293	64%	44,970	67%
Parcel Charges	1,963	2%	2,022	3%	2,071	3%	2,042	3%	1,990	3%
Fees	9,639	11%	9,730	15%	9,350	14%	8,712	14%	8,784	13%
Other Sources	42,285	47%	8,654	13%	11,604	17%	8,036	14%	8,628	13%
Proceeds From Borrowing	3,000	3%	9,000	14%	5,000	7%	3,000	5%	3,000	4%
	90,178	100%	66,136	101%	67,224	99%	64,083	100%	67,372	100%

Other Sources includes grants from other governments and agencies, development contributions to capital, interest and penalties and miscellaneous sales of services.

Objectives and Policies

Property tax revenue is the City's primary revenue source, and one which is heavily reliant on the residential class. Diversification of the tax base and generation of non-tax revenue are ongoing objectives. Except in extraordinary circumstances, tax increases are kept to cost of living or less.

Parcel Charges are comprised of local area service debt servicing costs for roads.

Fees & Charges are a tool used for cost recovery. Various fees are reviewed every 1-5 years to ensure that they are adequate to recover costs of providing specific services.

Other Sources will vary greatly from year to year as it includes such items as:

- Development cost charges used to fund DCC capital projects,
- Contributions from others for capital,
- Interest earned on funds invested in accordance with the City's investment policy,
- Grants, which are sought from other governments and government agencies, often to be leveraged with City funds,
- Casino revenue sharing income.

Proceeds from Borrowing – Debt is used where it makes sense such as for urgent projects or to leverage grants where internal funding is not available. Caution is necessary when considering debt as it commits future cash flows to debt payments, restricting the ability to use those funds to provide other services. The source of the debt payments needs to be considered as does the justification for advancing the project

..

Schedule "B" Continued
Revenue and Property Tax Disclosure

PROPERTY TAX DISCLOSURE

Property Tax Revenue Distribution

The table below presents tax revenue and tax rates based on the 2020 Revised Assessment Roll:

Property Tax Distribution

Property Class	Taxation Revenue		Net Taxable Assessed Value		Tax Rate	Multiple
	($'000s)	%	($'000s)	%	($/1000)	(Rate/Res. Rate)
1. Residential	21,710	66.4%	9,193,498	84.62%	2.3615	1.00
2. Utility	151	0.5%	9,109	0.08%	16.5305	7.00
3. Supportive Housing	-	0.0%	-	0.00%	2.3615	1.00
4. Heavy Industry	-	0.0%	-	0.00%	7.5804	3.21
5. Light Industry	316	1.0%	43,104	0.40%	7.3207	3.10
6. Business/Other	10,417	31.7%	1,575,432	14.50%	6.6122	2.80
7. Managed Forest	-	0.0%	207	0.00%	2.3615	1.00
8. Rec./Non-Profit	125	0.4%	43,865	0.40%	2.8456	1.20
9. Farm	-	0.0%	112	0.00%	2.3615	1.00
	32,719		10,865,327			

Objectives and Policies

Council sets tax rates to maintain tax stability between property classes. Property class multiples are reviewed periodically to ensure that the burden of tax among property classes is not distorted by differing market value changes between classes. In 2017 Council embarked on a 10-year program to reduce the burden of business properties by reducing the multiple by 0.05 each year so that by 2026 the business multiple will be 2.5.

Permissive Tax Exemptions

Policy with respect to permissive tax exemptions under section 224 of the Community Charter is that exemption will be considered where the organization has demonstrated proof of community access to citizens of Langford at a nominal charge and community benefit in the previous year.

Council supports the establishment of assisted living seniors' housing in Langford and has granted 10-year exemptions to three such developments.

Council has established a revitalization tax exemption program under section 226 of the *Community Charter* which grants a five-year or 10-year exemption for eligible buildings. An exemption certificate was issued for one property in 2011 for which the exemption expires in 2021

CITY OF LANGFORD

BYLAW NO. 1895

A BYLAW TO LEVY PROPERTY VALUE TAXES TO MEET MUNICIPAL OBLIGATIONS FOR THE YEAR 2020.

WHEREAS, pursuant to Section 197 of the Community Charter, the Council must adopt a tax rate bylaw after the adoption of a financial plan, but before the fifteenth day of May;

AND WHEREAS Ministerial Order No. M083 under the *Emergency Program Act* permits the Council of the City of Langford to adopt a bylaw on the same day that it receives third reading.

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

1. The following rates are hereby imposed and levied for the year 2020:

    a) For all lawful general purposes of the Municipality on the assessed value of land and improvements taxable, for general municipal purposes, rates appearing in Column "A" of Schedule 'A' attached hereto and forming part hereof.
    b) For all lawful purposes of the Regional District on the assessed value of lands and improvements taxable for general municipal purposes, rates appearing in Column "B" of Schedule 'A' attached hereto and forming a part hereof.
    c) For all lawful purposes of the Regional Hospital District on the assessed value of land and improvements taxable for hospital purposes, rates appearing in Column "C" of Schedule 'A' attached hereto and forming a part hereof.

2. The minimum amount of taxation upon a parcel of real property shall be One Dollar ($1.00).

3. This bylaw may be cited for all purposes as "City of Langford Tax Rates Bylaw No. 1895, 2020."

READ the **FIRST, SECOND** and **THIRD** time and **ADOPTED** the _____ day of May, 2020

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule ‘A’ to Bylaw 1895

2020 Tax Rates (Dollars of Tax Per $1000 Taxable Value)

Description	Class	General Municipal “A”	Capital Regional District “B”	Regional Hospital District “C”
Residential	1	2.36150	0.61917	0.19691
Utilities	2	16.53050	4.33419	0.68918
Major Industry	4	7.58042	1.98754	0.66949
Light Industry	5	7.32065	1.91943	0.66949
Business/Other	6	6.61220	1.73368	0.48243
Managed Forest	7	2.36150	0.61917	0.59073
Recreational/Non Profit	8	2.84561	0.74610	0.19691
Farm	9	2.36150	0.61917	0.19691

CITY OF LANGFORD
BYLAW NO. 1898

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

WHEREAS the City has entered into a housing agreement under s. 483 of the *Local Government Act* and registered against title as CA478171 pursuant to s. 219 of the *Land Title Act* to the property legally described as PID: 026-709-724, LOT 22 SECTION 85 METCHOSIN DISTRICT PLAN VIP81069;

WHEREAS the City and the owner of the Property have agreed to replace the prior housing agreement with a new housing agreement; and

NOW THEREFORE the Council of the City of Langford, in open meeting assembled, enacts as a bylaw under s. 483 of the *Local Government Act* as follows:

1. Council hereby authorizes the City to discharge the housing agreement registered as FB32457 against the Lands.

2. Council hereby authorizes the City to enter into a new housing agreement, attached as Appendix "A", with the owner of the Property to be registered as a covenant against the Property.

3. The Mayor and Corporate Officer of the City are authorized to execute the Form C - Release and Form C – Housing Agreement, and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the housing agreement, as required by the *Local Government Act*.

4. The appendix attached to this Bylaw is incorporated into and forms a part of this Bylaw.

5. This Bylaw may be cited as "City of Langford Housing Agreement (948 Starling Pl) Bylaw No. 1898, 2020".

READ A FIRST TIME this 6th day of April, 2020.

READ A SECOND TIME this 6th day of April, 2020.

READ A THIRD TIME this 6th day of April, 2020.

READ A FOURTH AND FINAL TIME this day of , 2020.

_____ _____

MAYOR (CERTIFIED CORRECT)
CORPORATE OFFICER

Appendix "A" – Housing Agreement

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT AND HOUSING AGREEMENT

THIS AGREEMENT dated for reference the ___ day of ____, 2020 is

BETWEEN:

Linda Grace Ellwood, 948 Starling Court, Victoria, B.C. V9C 0B4

(the "Owner")

AND:

CITY OF LANGFORD, a local government incorporated pursuant to the *Community Charter* and having a business address of 2nd floor, 877 Goldstream Avenue, Victoria, B.C. V9B 2X8

(the "City")

WHEREAS:

A. The Owner (hereinafter defined) is the registered owner of the Lands (hereinafter defined);

B. The City of Langford (the "City") may, pursuant to section 483 of the *Local Government Act,* enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the lands of the owner;

C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land or construction on land;

D. The Owner and the City wish to enter into this Agreement to provide for the construction and occupation of Affordable Housing Units for low-income families, and agree that this Agreement is both a section 219 covenant under the *Land Title Act* and a housing agreement under Section 483 of the *Local Government Act*; and

E. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

THIS AGREEMENT is evidence that in consideration of $2.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged

below, the City and the Owner agree, as covenants granted by the Owner to the City under s. 219 of the *Land Title Act*, and as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

1. **Definitions** – In this Agreement:

"Affordable Housing Committee" means the City of Langford's Affordable Housing Committee, which will oversee the purchase and sale of all Affordable Housing Units on behalf of the City, without expectation of any fee or charge;

"Affordable Housing Unit" means several rooms in a building that are used, or constructed so as to be capable of being used, for the residential use of a single household by a Qualified Purchaser and that person's immediate family, and containing a common access, one kitchen, and eating, sleeping and living areas, with a gross floor area between 83 square metres and 91 square metres exclusive of garages, carports and decks, on a lot not larger than 300 square metres;

"Lands" means the lands in the City of Langford legally described in Item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement;

"Lender" means a mortgagee or holder of a financial charge that is registered against the title to the Affordable Housing Unit;

"Mortgage Co-signer" means a person who signs a mortgage for the purpose of facilitating a Qualified Purchaser to obtain financing from a Lender sufficient to purchase an Affordable Housing Unit;

"Owner" means the Transferor described in the Form C to which this Agreement is attached, and any subsequent owner of the Lands; and

"Qualified Purchaser" means a low-income individual or family, as determined by the criteria of the Affordable Housing Committee, who wishes to purchase an Affordable Housing Unit, and has been approved by the Affordable Housing Committee,

2. **Construction** – The Owner covenants and agrees:

(a) that the Lands must be used only in accordance with this Agreement;

(b) that the Lands must be used only for the construction, use and occupation of Affordable Housing Units; and

(c) that the Affordable Housing Unit on the Lands, which as of the date of this Agreement is a three-bedroom unit, must remain a three-bedroom unit, and the position of the walls defining the existing three bedrooms must not be altered. .

3. **Occupancy Restrictions** – Each Affordable Housing Unit:

   (a) may only be used as a permanent residence;

   (b) must be occupied as a permanent residence by at least one Qualified Purchaser; and

   (c) may only be occupied by a Qualified Purchaser, except that the immediate family, which includes a spouse, children, parents, grandparents, and siblings, of the Qualified Purchaser who occupies the Affordable Housing Unit as a permanent residence may also occupy the Affordable Housing Unit.

4. **Mortgage Co-signers** – Co-signers are permitted provided that the Mortgage Co-signer signs a Statutory Declaration, in the form attached as Schedule "B" whereby the Mortgage Co-signer declares that the Mortgage Co-signer:

   (a) has a maximum 1% undivided interest in the Affordable Housing Unit and Lands,

   (b) will not reside in the Affordable Housing Unit, and

   (c) waives any future claim and equity to the Affordable Housing Unit and Lands.

5. **Subagreements** – The Owner shall not rent or lease the Lands or any Affordable Housing Unit on the Lands.

6. **Maximum Sale Price** –

   (a) The Owner covenants and agrees that the Owner may only sell an Affordable Housing Unit and the land upon which it is located:

      (i) to a Qualified Purchaser; and,

      (ii) for up to the greater of $176,000, plus GST if applicable, or the purchase price the Owner paid for the Affordable Housing Unit, excluding GST if applicable (the "Maximum Sale Price").

   (b) Despite subsection 6(a)(ii) above, if the Owner of an Affordable Housing Unit purchased the Affordable Housing Unit as a Qualified Purchaser, and has owned the Affordable Housing Unit for at least five years, the Owner may sell the Affordable Housing Unit and the land upon which it is located to a Qualified Purchaser for the Maximum Sale Price plus $2,000.00 for every full year of the Owner's ownership of the Affordable Housing Unit after the first five years of ownership.

   (c) The Owner must disclose in every purchase and sale agreement for the Affordable Housing Unit the existence of this Agreement and the occupancy and resale price

restrictions applicable to the Affordable Housing Unit, and provide each Qualified Purchaser with a copy of this Agreement.

7. **Order to Comply** – If the Owner is in default of the performance or observance of this Agreement, the City may give the Owner a notice of default requiring the Owner to comply with this Agreement within the time stated in the notice.

8. **Specific Performance of Agreement** – The Owner agrees that the City is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. Further, the Owner agrees that the foregoing provision is reasonable given the public interest in restricting the occupancy and disposition of each Affordable Housing Unit on the Lands in accordance with this Agreement.

9. **Mortgages and Mortgage Insurers** – If required by the Qualified Purchaser and his/her mortgagee and mortgage insurer (if any), the City will enter into an agreement regarding a mortgage of the Affordable Housing Unit on the terms set out in Schedule "A", including that if for whatever reason, an Affordable Housing Unit is sold for fair market value, the Owner agrees to assign the excess revenue from the sale, being the fair market price less the maximum sale price in this Agreement, to the City for its affordable housing fund.

10. **Bylaw Infraction** – The Owner acknowledges that a breach of the occupancy restriction in paragraph 3 of this Agreement may be a breach of the City's Zoning Bylaw which is punishable by fine and imprisonment under the *Offence Act.*

11. **No Public Law Duty** – Wherever in this Agreement an act, determination, consent, approval or agreement of the City is provided for, such act, determination, consent, approval or agreement may be done or made in accordance with the terms of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

12. **No Waiver** – No condoning, excusing or overlooking by the City of any default under this Agreement, nor any consent, approval, or agreement whether written or otherwise shall be taken to operate as a waiver by the City of any subsequent default or of the necessity for further consent, approval or agreement in respect of a subsequent matter requiring it under this Agreement, or in any way to defeat or affect the rights or remedies of the City.

13. **Notice on Title** – The Owner acknowledges and agrees that this Agreement constitutes both a covenant under section 219 of the *Local Government Act* and a housing agreement under Section 483 of the *Local Government Act,* and agrees that the City must file in the Land Title Office a notice that the Lands are subject to this Agreement, and that, once the notice is filed, this Agreement is binding on all persons who acquire an interest in the Lands.

14. **Covenant Runs with the Land** – Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in accordance with section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including, by subdivision or by strata plan.

15. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.

16. **Amendment and Termination** – This Agreement may not be modified or amended except by bylaw of the City, upon an agreement in writing between City and the Owner. This Agreement may be terminated or discharged by the City without the consent or agreement of the Owner.

17. **Notices** – Any notice required to be given pursuant to this Agreement shall be in writing and shall be given to the Owner or the City, as the case may be, at the address first above written, or to any other address of which either the Owner or the City may advise the others in writing in accordance with this paragraph. Notice to the City must be addressed to the Affordable Housing Committee. If given in person or by facsimile transmission, such notice will be deemed to be received when delivered and, if mailed, such notice will be deemed to have been received on the tenth business day after the date of mailing except in the event of an interruption in mail service, when such notice will be deemed to be received only when actually received by the party to whom it is addressed.

18. **Enurement -** This Agreement shall enure to the benefit of and be binding on the City and its successors and on the Owner and its heirs, successors, personal representatives, administrators, assignees, and successors in title.

19. **Remedies Cumulative** – The remedies of the City specified in this Agreement are cumulative and are in addition to any remedies of the City at law or in equity. No remedy shall be deemed to be exclusive, and the City may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.

20. **Severability** – Each covenant and agreement contained in this Agreement is, and shall be construed to be, a separate and independent covenant or agreement and the breach of any such covenant or agreement by the Owner shall not discharge or relieve the Owner from its obligations to perform. If any term or provision of this Agreement, or its application to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

21. **Joint and Several** – In the case of more than one Owner, the grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities of the Owner shall be construed and held to be several as well as joint.

22. **Included Words** – Wherever the singular or the masculine is used in this Agreement, it shall be deemed to include the plural or the feminine, or the body politic or corporate, where the context or the parties so require.

23. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

24. **Joint Venture** – Nothing in this Agreement shall constitute the Owner as an agent, joint venturer or partner of the City or give the Owner any authority or power to bind the City in any way.

25. **Time of Essence** – Time is of the essence in this Agreement.

26. **Further Assurances** – The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.

27. **No Fettering of Statutory Discretion** – No consent or approval given by the City under this Agreement shall derogate from or bind the City in the exercise of any statutory duty, power or discretion.

28. **Priority** – The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement, except those specifically approved in writing by the City or in favour of the City.

29. **Deed and Contract** – By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

30. **Expiration** – This Agreement expires and is of no future force and effect on or after March 6, 2032

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C, which is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS **NORTHERN SAVINGS CREDIT UNION** (the "Chargeholder") is the holder of a Mortgage (the "Charge") encumbering the lands (the "Lands") described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Victoria Land Title Office under number **CA478172**.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF $1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Agreement attached hereto (the "Agreement") and the Chargeholder hereby agrees that the Agreement shall be binding upon its interest in and to the Lands.

2. The Chargeholder hereby grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Agreement over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Agreement as if the Agreement had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form D above which is attached hereto and forms part of this Agreement.

SCHEDULE A –

MORTGAGE and MORTGAGE INSURER AGREEMENT TERMS

In the event that an Owner, who is a Qualified Purchaser, enters into a mortgage in respect of an Affordable Housing Unit, the Owner, the Lender, the Insurer, and the City agree to the following terms:

1. In this agreement:

   (a) "Lender" means a mortgagee or holder of a financial charge that is registered against the title to the Affordable Housing Unit;

   (b) "Insurer" means a company or organization that has entered into a mortgage default insurance agreement or mortgage loan insurance arrangement with a Lender and an Owner; and

   (c) "Owner" means the current Qualified Purchaser in possession of the Affordable Housing Unit;

   (d) "Property" means the Affordable Housing Unit and real property upon which it is located.

2. In the event of default by the Owner under the mortgage:

   (a) the Lender must advise the Insurer and the City that an event of default has occurred no later than 90 days after the default; failure to deliver the notice within this period postpones the Lender's ability to enforce its rights under the mortgage until such notice has been delivered;

   (b) following the notice of mortgage default, the City will have an exclusive right, until that day that is sixty days after the Lender delivers notice as set out in section 2(a) to the City to locate a new Qualified Purchaser who will buy the Property from the Owner. If the City is able to find a new Qualified Purchaser in this time period, the City will make arrangements between the Owner and the new Qualified Purchaser to purchase the Property for the maximum sale price in the Housing Agreement, close the transaction within a reasonable time (not more than two months), and pay the Lender the outstanding mortgage amount, and upon receipt of such funds the Lender will agree to discharge the mortgage so that the sale can take place;

   (c) if the City is not able to arrange a sale under (b) above, the Lender and/or Insurer may take the usual steps to enforce the rights under the mortgage and sell the property for fair market value for the Property. During this time, the City may bring forward to the Lender and/or the Insurer a purchaser who does not meet all the Affordable Housing Committee guidelines to purchase the Property for the maximum sale price in the Housing Agreement. The Lender and/or Insurer will

agree to sell the Property to this purchaser after the order absolute, and if this purchaser purchases the Property, the Housing Agreement will continue to be a charge against title to the Property;

(d) if the City is unable to bring to the Lender and/or the Insurer a purchaser for the Property under (c) above by the time the Lender and/or the Insurer has signed a sale agreement with an arm's length purchaser for fair market value for the Property, then the Lender and/or the Insurer will sell the Property at fair market value and the City will discharge the Housing Agreement and Section 219 Covenant from title to the Property; and

(e) if the Property is sold for fair market value under paragraph (d) of the Schedule A, the Owner will agree to assign the excess amount from the fair market value sale, being the fair market price less the maximum sale price in the Housing Agreement, to the City for its affordable housing fund. Upon receipt of the appropriate documents of assignment from the Owner, the Lender agrees to pay that excess amount to the City. The parties agree that this is provision is fair having regard to the City discharging the Housing Agreement from title to the Property and having foregone the community benefit of making the Property available as part of the affordable housing program.

SCHEDULE B –

STATUTORY DECLARATION

WHEREAS _____(the "Mortgagor") has applied to _____ (the "Lender") for mortgage financing to complete the purchase of 948 Starling Place Langford, BC (the "Property") and the Lender has agreed to provide such financing on the terms and conditions contained in the mortgage instructions dated [INSERT DATE HERE] and the City of Langford (the "City"), through the City's Affordable Housing Program has agreed to allow [INSERT NAME OF CO-SIGNER HERE] to be added to the title of the Property on the condition that [NAME OF CO-SIGNOR] provide this Statutory Declaration:

AND WHEREAS it is a condition precedent to the financing and the purchase of the Property that the undersigned give this Statutory Declaration:

I. [INSERT NAME OF CO-SIGNER HERE] of Victoria, BC, DO SOLEMNLY DECLARE that:
   1. I am [INSERT STATE THE RELATIONSHIP (e.g. friend, father, mother, etc.) HERE] of the Mortgagor and I will be registered on title to the Property as owner in fee simple of a 1% undivided interest to the Property only for the purpose of assisting the Mortgagor to obtain financing from the Lender in order to purchase the Property.
   2. I will not live, either part time or full time at the Property
   3. I waive any future claim to the Property and any future claim on the equity in the Property.

DECLARED before me at _____, Province)
of British Columbia, this __ day of)
_____, 20__)
) _____
) PRINT NAME OF CO-SIGNER
_____)
A Commissioner for Taking Affidavits) _____
within British Columbia) SIGNATURE

END OF DOCUMENT

CITY OF LANGFORD
BYLAW NO. 1904

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 6.57 of the Zoning Bylaw

Section 6. 57 - City Centre Zone (CC1) Zone

The intent of the City Centre Zone is to allow for high-density residential, commercial and mixed-use developments in order to create a vibrant downtown core and to provide an appropriate transition between the downtown and adjacent areas.

6.57.01 Permitted Uses

The following **uses** and no others are permitted in the CC1 Zone;

(1) **Accessory uses, buildings**, and/or **structures**;

(2) **Apartment**;

(3) **Apartment, senior citizens**;

(4) **Assisted living**;

(5) **Business support service**;

(6) **Catering**;

(7) **Charitable facility;**

(8) **Community garden**;

(9) **Cultural facility**;

(10) **Dormitory**;

(11) **Financial institution**;

(12) **Financial institution, drive-through**;

(13) **Fitness centre**;

(14) **Group daycare**, in accordance with Section 3.26.02;

(15) **Home occupation** in accordance with Section 3.09;

(16) **Hotel**;

(17) **Library**;

(18) **Licensed premises**;

(19) **Liquor store**;

(20) **Medical Clinics**;

(21) **Office**;

(22) **Parking facility**;

(23) **Personal service establishment**;

(24) **Pet daycare**;

(25) **Pet grooming**;

(26) **Place of worship**;

(27) Public assembly and entertainment uses;

(28) **Preschool**;

(29) **Residential hotel**;

(30) **Restaurant**;

(31) **Retail store**;

(32) **School**;

(33) **Tourist information Centre**;

(34) **Training and education facility**;

(35) **Veterinary practice;**

(36) Uses permitted by Section 3.01 of this Bylaw;

6.57.02 Subdivision Lot Requirements

(1) No **lot** having a **lot area** less than 2,000 m^2 (0.49 acre) may be created by subdivision in the CC1 Zone;

6.57.03 Regulations for Use

(1) Ground floor commercial **uses** must not exceed a horizontal **frontage** of 16 m (52.5 ft);

(2) Non-residential **uses** must not share an entrance or vestibule with a **residential use** or **dormitory**;

(3) Non-residential **uses** must not be located on the same storey as a **residential use** or **dormitory**, with the exception of a lobby accessory to the **residential use** or **dormitory;**

6.57.04 Density of Development

(1) Except as provided in articles 6.57.04(2) and (3) below, the **floor area ratio** may not exceed 0.3;

(2) Despite article 6.57.04(1), on land whose legal description is set out in Table 1 of Schedule AD, the **floor area ratio** may be increased to 3.0 if the owner of the land proposed to be developed:

(a) Pays to the City the amount specified in Column 4 of Table 1 of Schedule AD, prior to the issuance of a building permit;

(3) Provided article 6.57.04(2) is met, the **floor area ratio** may be increased to 5.0 if the owner provides at least 75% of the parking spaces required by this Bylaw in an underground or fully enclosed parking structure, and may be increased by an additional 0.5 to a maximum of 6.5 for every 5% of the parking spaces so provided in excess of 75%;

(4) Despite articles 6.57.04 (2) and (3) no **lot** with a **lot area** less than 2,000 m^2 (0.49 ac) or a **frontage** less than 40 m (131.2 ft), may exceed a **floor area ratio** of 1.0;

6.57.05 Lot Coverage

(1) **Lot coverage** of all **buildings** and **structures** may not be less than 60%;

(2) **Lot coverage** of all **buildings** and **structures** may not exceed 90%;

6.57.06 Height and Size of Principal Use Buildings

(1) No **building** or **structure** that exceeds a **height** of 12 storeys shall have a horizontal plane that exceeds 22 m (72.2 ft);

(2) A spatial separation of 35 m (114.8 ft) is required for two **buildings** that exceed a **height** of 20 storeys;

6.57.07 Setbacks

No **building** or **structure** may be located:

(1) Within 2 m (6.5 ft) of any **front lot line**, however:

(a) No portion of a **building** or **structure** above the 5th storey may be located within 5 m (16.4 ft) of a **front lot line**;

(b) No portion of a **building** or **structure** above the 12th storey may be located within 9 m (29.5 ft) of a **front lot line**;

(2) Within 2 m (6.5 ft) of any **interior side lot line**;

(3) Within 3 m (9.8 ft) of any **exterior side lot**;

(4) Within 5 m (16.4 ft) of any **rear lot line**;

6.57.08 Landscape Screening

In addition to the regulations contained in Section 3.21 of this Bylaw, the following regulations shall apply to landscape screening in the CC1 Zone:

(1) Any areas not covered by **structures** or parking shall be landscaped in accordance with Section 3.08;

6.57.09 Parking

In addition to the regulations contained in Part 4 of this Bylaw, the following regulations apply to parking and loading in the CC1 Zone:

(1) 70% of required residential parking spaces shall be provided underground or enclosed within the **building envelope**;

(2) No unenclosed surface parking spaces may be located within 5 m (16.5 ft) of a **lot** line **abutting** a **highway**;

(3) Parking is only permitted on the ground level of any **building** if the **building** area extends along the length of the front and exterior side yard **setback** areas and the parking spaces are located behind these portions of the **building**;

(4) All surface parking that is not contained behind the **building** shall be screened using landscaping and fencing.

2. By adding the following as Section 6.58 to the Zoning Bylaw No. 300:

Section 6.58 – City Centre Pedestrian Zone (CCP) Zone

The intent of the City Centre Pedestrian Zone is to create a vibrant and walkable downtown by allowing high-density commercial, and mixed use residential and commercial development that focus on the pedestrian experience of the downtown core.

6.58.01 Permitted Uses

The following **uses** and no others are permitted in the CCP **Zone**;

(1) **Accessory uses**, **buildings**, and/or **structures**;

(2) **Community garden**;

(3) **Bakery**;

(4) **Cultural facility**;

(5) **Financial institution**;

(6) **Fitness centre**;

(7) **Library**;

(8) **Licensed premises**;

(9) **Liquor store**;

(10) **Parking facility**;

(11) **Personal service establishment**;

(12) **Place of worship**;

(13) Public assembly and entertainment uses;

(14) **Restaurant**;

(15) **Retail store**;

(16) **Tourist information centre**;

(17) **Training and education facility**

(18) Uses permitted by Section 3.01 of this Bylaw;

6.58.02 In addition to the uses listed in subsection 6.58.01 the following uses are permitted in the CCP Zone, when located in or above the second floor of a building:

(1) **Apartment;**

(2) **Apartment, senior citizens**;

(3) **Assisted living**;

(4) **Business support service;**

(5) **Catering**;

(6) **Charitable facility**;

(7) **Dormitory**;

(8) **Group Daycare** in accordance with Section 3.26.02

(9) **Home Occupation** in accordance with Section 3.09;

(10) **Hotel**;

(11) **Medical Clinics;**

(12) **Office**;

(13) **Preschool;**

(14) **Residential Hotel;**

(15) **School**;

(16) **Training and education facility;**

(17) **Veterinary practice;**

6.58.03 Subdivision Lot Requirements

(1) No **lot** having a **lot area** less than 2,000 m^2 (0.49 ac) may be created by subdivision in the CCP Zone;

6.58.04 Regulations for Use

(1) Ground floor commercial **uses** must not exceed a horizontal **frontage** of 10 m (32.8 ft);

(2) Ground floor commercial **uses** must not exceed a **gross floor area** of 70 m^2 (753.5 ft^2);

(3) Non-residential **uses** must not share an entrance or vestibule with a **residential use** or **dormitory**;

(4) Non-residential **uses** must not be located on the same storey as a **residential use** or **dormitory**, with the exception of a lobby accessory to the residential use or dormitory;

(5) No residential **use**, **hotel** or **dormitory** may be located on the ground floor, except that a lobby accessory to an **apartment**, **hotel** or **dormitory** may be located on the ground floor where it does not exceed 10 m (32.8 ft) of **frontage**;

(6) **Personal service establishment** and **Fitness Centre uses** may be located on the ground floor of a **building** provided 40% of the **gross floor area** is dedicated to the retail sale of goods related to the business;

(7) No single **use** may occupy an entire **building** or **lot**, with the exception of a **community garden**, **parking facility**, and **training and education facility**.

6.58.05 Density of Development

(1) Except as provided in articles 6.58.05(2) and (3) below, the **floor area ratio** may not exceed 0.3;

(2) Despite article 6.58.05(1), on land whose legal description is set out in Table 1 of Schedule AD, the **floor area ratio** may be increased to 3.0 if the owner of the land proposed to be developed:

(a) Pays to the City the amount specified in Column 4 of Table 1 of Schedule AD, prior to the issuance of a building permit;

(3) Provided article 6.58.05(2) is met, the **floor area ratio** may be increased to 4.0 if the owner provides at least 75% of the parking spaces required by this Bylaw in an underground or fully enclosed parking structure, and may be increased by an additional 0.5 to a maximum of 6.5 for every 5% of the parking spaces so provided in excess of 75%;

(4) Despite articles 6.58.05 (2) and (3) no **lot** with a **lot area** less than 2,000 m^2 (0.49 ac) or a **frontage** less than 40 m (131.2 ft), may exceed a **floor area ratio** of 1.0;

6.58.06 Lot Coverage

(1) **Lot coverage** of all **buildings** and **structures** may not be less than 60%;

(2) **Lot coverage** of all **buildings** and **structures** may not exceed 90%;

6.58.07 Height and Size of Principal Use Buildings

(3) No **building** or **structure** that exceeds a **height** of 12 storeys shall have a horizontal plane that exceeds 22 m (72.2 ft);

(4) A spatial separation of 35 m (114.8 ft) is required for two **buildings** that exceed a **height** of 20 storeys;

6.58.08 Setbacks

No **building** or **structure** may be located:

(5) Within 2 m (6.5 ft) of any **front lot line**, however:

(c) No portion of a **building** or **structure** above the 5th storey may be located within 5 m (16.4 ft) of a **front lot line**;

(d) No portion of a **building** or **structure** above the 12th storey may be located within 9 m (29.5 ft) of a **front lot line**;

(6) Within 2 m (6.5 ft) of any **interior side lot line**;

(7) Within 3 m (9.8 ft) of any **exterior side lot**;

(8) Within 5 m (16.4 ft) of any **rear lot line**;

6.58.09 Landscape Screening

In addition to the regulations contained in Section 3.21 of this Bylaw, the following regulations shall apply to landscape screening in the CCP Zone:

(1) Any areas not covered by **structures** or parking shall be landscaped in accordance with Section 3.08;

6.58.10 Parking

In addition to the regulations contained in Part 4 of this Bylaw, the following regulations apply to parking and loading in the CCP Zone:

(1) 70% of required residential parking spaces shall be provided underground or enclosed within the **building envelope**;

(2) No unenclosed surface parking spaces may be located within 5 m (16.5 ft) of a **lot** line **abutting** a **highway**;

(3) Parking is only permitted on the ground level of any **building** if the **building** area extends along the length of the front and exterior side yard **setback** areas and the parking spaces are located behind these portions of the **building**;

(4) All surface parking that is not contained behind the **building** shall be screened using landscaping and fencing.

B. This Bylaw may be cited for all purposes as “Langford Zoning Bylaw, Amendment No. 589, (Omnibus No. 51–City Centre Zones), Bylaw No. 1904, 2020".

PUBLIC HEARING WAIVED BY RESOLUTION OF COUNICL this 6th day of April, 2020.

READ A FIRST TIME this day of , 2020.

READ A SECOND TIME this day of , 2020.

READ A THIRD TIME this day of June, 2020.

ADOPTED this day of , 2020.

MAYOR

(Certified Correct)
CORPORATE OFFICER

City of Langford
www.cityoflangford.ca

Staff Report

to

Council

Date: May 4, 2020

Department: **Engineering**

Subject: McCallum Road DCC Agreement (Project Number 6) Approval Bylaw No. 1906, 2020

Background

The City of Langford has a Development Cost Charge (DCC) Bylaw No. 1700 that outlines regionally benefitting projects in Roads, Stormwater and Parks categories as well as associated DCC rates for different types of land uses. As development proceeds Development Cost Charges are paid to the City and/or the Developer constructs one or more of the projects. The City also has a corresponding Policy POL-0003-ENG that allows for Developers to obtain credits for work completed as part of any Development Cost Charge project.

The purpose of this report is to inform Council of a development site specific bylaw for recovery of Road DCCs.

Commentary

The City has several development sites that are larger tracts of land that get subdivided and sold to others to develop, other than the original Developer who rezoned the subject lands. Alternatively in larger scale or multi development sites the overall property gets developed over several years, however the Road Development Cost Charge project, typically a road improvement project, is triggered by conditions of rezoning to be constructed at the onset of site development.

This means that Developers who are the parent Developer of the property that must construct the (Road) Development Cost Charge project are often paying for that project up front, but not realizing the DCC credits toward building permits on the subject site because they have sold the other development areas or are constructing the remaining development in stages after the DCC project is constructed.

The City obtained a legal option that by making a stand alone bylaw with accompanying agreement, this would allow the parent Developer of these larger or phased development sites to recover the DCC payments for any properties within the parent Development site over time, to a maximum of 5 years after substantial completion of the DCC project, the 5 years being started on December 31 of the year the project completes.

The City anticipates a few of these options arising and has been advised by our legal counsel that a site specific bylaw is required for each example.

Financial Implications

None noted.

Legal Implications

Staff obtained a legal opinion and had the associated Bylaw No. 1906 with corresponding agreement prepared by our legal counsel.

Options

That Council:

1. Give first three readings to McCallum Road DCC Agreement (Project Number 6) Approval Bylaw No. 1906, 2020;
   OR
2. Do nothing at this time with respect to McCallum Road DCC Agreement (Project Number 6) Approval Bylaw No. 1906, 2020

Respectfully submitted,

Submitted by:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Adriana Proton, Manager of Legislative Services
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

:mm

Attachment: McCallum Road DCC Agreement (Project Number 6) Approval Bylaw No. 1906, 2020 with corresponding agreement

CITY OF LANGFORD

BYLAW NO. 1906

A bylaw to authorize the McCallum Road DCC Agreement for Project Number 6

The City of Langford in open meeting hereby enacts as follows:

Citation

1. This bylaw may be cited for all purposes as "McCallum Road DCC Agreement (Project Number 6) Approval Bylaw No. 1906, 2020".

Agreement and DCC payment Approval

2. The City is authorized to enter the agreement attached as Schedule "A" of this bylaw and to pay out of the City's development cost charge reserve fund established for road purposes all payments required by the City to be made under that agreement.

READ a first time this ____ day of _____, 2020

READ a second time this ____ day of _____, 2020

READ a third time this ____ day of _____, 2020

ADOPTED this ____ day of _____, 2020

Mayor

Corporate Officer

Schedule A of Bylaw No. 1906

MCCALLUM ROAD DCC AGREEMENT (PROJECT NUMBER 6)

THIS AGREEMENT is

BETWEEN:

1054105 B.C. Ltd. (Inc. No. BC1054105)
303 – 1788 West 5th Avenue
Vancouver, B.C. V6J IP2

(the "**Owner"**)

AND:

CITY OF LANGFORD
2ND floor, 877 Goldstream Avenue
Langford, B.C. V9B 2X8

(the "**City**")

WHEREAS:

A. The Owner is the registered owner in fee simple of the lands legally described as:

PID: 030-760-691
Lot A Sections 112 and 112A Esquimalt District Plan EPP88774

PID: 030-760-704
Lot B Sections 112 and 112A Esquimalt District Plan EPP 88774

PID: 030-760-712
Lot C Sections 112A Esquimalt District Plan EPP 88774

PID: 030-760-747
Lot F Section 112A Esquimalt District Plan EPP88774

PID: 030-760-755
Lot G Sections 112 and 112A Esquimalt District Plan EPP88774

PID: 030-760-763
Lot H Sections 112 and 112A Esquimalt District Plan EPP88774

(the "Lands");

B. On February 18, 2018, the City amended its official community plan by bylaw number 1461 and its zoning bylaw by bylaw number 1749 to facilitate development of the Lands and as a condition of adoption of the amendment bylaws the Owner granted the City a covenant which was registered against the Lands under section 219 of the *Land Title Act* under number CA6644295;

C. Covenant number CA6644295 restricted the use or development of the Lands until the Owner constructed specified works and services, including the road project defined below as the "McCallum Road DCC Project";

D. Covenant number CA6644295 has since been discharged from the Lands and replaced by Covenant number CA7459516, which restricts the use or development of the Lands until the Owner has either constructed specified works and services, including the McCallum Road DCC Project, or entered a servicing agreement with the City to do so; and

E. The City wishes to make this agreement regarding development cost charge offsets and payments in order to provide incentive to the Owner to complete the McCallum Road DCC Project as soon as possible;

NOW THEREFORE, in consideration of the terms and conditions set out below and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

Interpretation

1. In this Agreement,
   (a) "Associated Lands" means the lands legally described as PID 030-760-721 Lot D Section 112A Esquimalt District Plan EPP88774 and the lands legally described as PID 030-760-739 Lot E Section 112A Esquimalt District Plan EPP88774;

   (b) "Cost Recovery Limit" means $6,945,934, which is equal to the portion of the cost of the McCallum Road DCC Project that is included in the calculations used to determine development cost charges imposed by the City for roads;

   (c) "DCC Credit Policy" means the City's road and storm drainage DCC credit policy adopted by resolution as Amendment No. 2 June 2016;

   (d) "DCC Payment" means a payment made to the Owner in respect of the McCallum Road DCC Project under section 4;

   (e) "McCallum Road DCC Project" means all work necessary to complete the project referred to as McCallum Project Number 6 (Millstream to Citation) in Schedule "C" of City of Langford Development Cost Charge Bylaw No. 1700, 2017;

(f) "Owner's DCC Credit" means the offset that will be available to, or that has been provided to, the Owner in respect of the McCallum Road DCC Project under subsection 565 (1) or (2) of the *Local Government Act*;

(g) "Professional Engineer of Record" means a member in good standing of the Association of Professional Engineers & Geoscientists of British Columbia who has provided to the City a letter of engagement confirming that they have been engaged by the Owner or its agent for the McCallum Road DCC Project; and

(h) "Transferred DCC Credit" means an Owner's DCC Credit that has been transferred to another person in accordance with section 8 or 9 of the DCC Credit Policy.

Condition

2. The City's obligation to make payments under this Agreement arises only after the McCallum Road DCC Project is substantially completed by the Owner and only if the McCallum Road DCC Project is substantially completed by the Owner within the term of the Agreement. For the purpose of this section, the McCallum Road DCC Project is substantially completed when the City issues a certificate of substantial completion for the project to the Owner.

Term

3. This Agreement commences on the date it is fully executed and ends on the earlier of

   (a) the date that is five years after the date on which it is fully executed, and

   (b) the date the total of

      (i) all Owner's DCC Credits that have been used by the Owner to offset development cost charge payments, plus

      (ii) all Transferred DCC Credits, plus

      (iii) all payments made by the City to the Owner under section 4

      reaches the Cost Recovery Limit.

Payments to the Owner

4. Subject to section 5, on or before December 31 of the year in which the McCallum Road DCC Project is completed by the Owner, and on or before December 31 of each subsequent year of the term of this Agreement, including December 31, 2025, the City shall pay to the Owner all development cost charges for roads received by the City in connection with the subdivision or development of the Lands or Associated Lands during the portion of the term of this Agreement preceding that December 31, less the amount previously paid to the Owner under this section.

The obligation to make the final payment required by this section survives the termination of the Agreement.

5. The City is not required to make any payment under section 4 that would cause the total of all amounts referred to in section 3 (b) to exceed the Cost Recovery Limit.

Reduction of Owner's DCC Credits

6. The Owner's DCC Credits are reduced by the amount of any Transferred DCC Credits and any payments made to the Owner under this Agreement.

Interest

7. No interest is payable by the City in respect of road development cost charges collected by the City and payable to the Owner under section 4, including for the period from the time they are collected by the City until the time they are paid to the Owner under section 4.

City's Obligation Limited to Collected Amounts

8. The City's obligation to make payments under section 4 is limited to amounts actually received by the City from owners of the Lands and the Associated Lands and the City has the sole discretion, without liability to the Owner, to determine the amounts of development cost charges payable to the City by owners of the Lands and Associated Lands, including by determining whether any reductions or exemptions are applicable in any case.

Notices

9. Any notice to be given under this Agreement shall be in writing and may be delivered personally or sent by prepaid registered mail. The addresses of the parties for the purpose of notice shall be the addresses set out in this Agreement. A party may at any time give notice in writing to the other party of any change of address for the purpose of this Agreement.

Amendment or Waiver

10. No amendment to or waiver of any part of this Agreement is valid unless in writing and executed by the parties.

Entire Agreement

11. This Agreement is the entire agreement among the parties respecting development cost charges in relation to the McCallum Road DCC Project and the Owner agrees that the City has not made any other representations or warranties respecting any entitlement to development cost charge credits or payments in relation to that project.

City's Powers Preserved

12. Nothing in this Agreement fetters the legislative powers of the City.

Applicable Law

13. The laws of British Columbia govern the interpretation and enforcement of this Agreement and the parties accept the jurisdiction of the courts of British Columbia in relation to such matters.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year written below.

1054105 B.C. Ltd. by its authorized

Signatories:

_____

Name:

_____

Name:

Date: _____

City of Langford by its authorized

Signatories:

_____

Mayor:

_____

Corporate Officer:

Date: _____

City of Langford
www.cityoflangford.ca

Staff Report to Council

Date: 04/05/2020

Department: **Finance**

Subject: Revenue Anticipation Borrowing Bylaw – Bylaw No. 1910

Commentary

Bylaw No. 1910 would give authority to temporarily borrow up to $20 million to cover current expenses until taxes are collected.

The main source of revenue for local government is property taxation. Taxes are levied at the beginning of June and are due on the first business day in July. Expenses on the other hand are incurred throughout the year. This means that municipalities may face a cash flow shortage in the first six months of the year. The Community Charter resolves this issue by giving Council the authority to borrow temporarily and repay any amounts borrowed out of tax collections when they are received.

While the bylaw authorizes up to $20 million in borrowing, only the amount(s) actually required to cover current expenses will be borrowed. Council should be aware, in previous years the City of Langford has not needed to use the borrowing from the Revenue Anticipation Borrowing. In previous years the limit of the borrowing bylaw has been $10 million dollars. Staff are recommending increasing this to $20 million for 2020 given the current COVID-19 situation, however, at this point it is not anticipated that the City will need to use any of this borrowing capacity as we are in a healthy cash flow position.

Legal Implications

Revenue anticipation borrowing is authorized by section 177 of the *Community Charter*

Options

1. That Council give first, second, third readings and adoption to “Revenue Anticipation Borrowing Bylaw No. 1910, 2020” ; **or**
2. That Council not proceed with Bylaw No. 1910

Respectfully Submitted,

Submitted by:	Michael Dillabaugh, CPA, CA Director of Finance
Concurrence:	Adriana Proton, Manager of Legislative Services
Concurrence	Darren Kiedyk, Chief Administrative Officer

CITY OF LANGFORD

BYLAW NO. 1910

A BYLAW TO PROVIDE FOR THE BORROWING OF MONEY IN ANTICIPATION OF REVENUE.

WHEREAS the municipality may not have sufficient money to meet current lawful expenditures of the municipality before receipt of current year tax revenues;

AND WHEREAS it is provided by Section 177 of the Community Charter, that Council may, by bylaw, provide for the borrowing of money that may be necessary to meet current lawful expenditures;

AND WHEREAS the debt outstanding shall not exceed the total of the unpaid taxes for all purposes imposed during the current year and the money remaining due from other governments;

AND WHEREAS Ministerial Order No. M083 under the *Emergency Program Act* permits the Council of the City of Langford to adopt a bylaw on the same day that it receives third reading.

NOW THEREFORE the Council of the City of Langford, in open meeting assembled, ENACTS AS FOLLOWS:

1. The Council is hereby empowered and authorized to borrow upon the credit of the municipality, an amount or amounts not exceeding the sum of Twenty Million dollars ($20,000,000) as the same may be required and to pay interest thereon at current market rates.

2. All taxes of the current year when levied or so much thereof as may be necessary, shall, when collected, be used to repay the money so borrowed.

3. This Bylaw may be cited as "Revenue Anticipation Borrowing Bylaw No. 1910, 2020".

READ the **FIRST, SECOND** and **THIRD** time and **ADOPTED** the _____ day of May, 2020

MAYOR

(Certified Correct)
CORPORATE OFFICER

CITY OF LANGFORD
BYLAW NO. 1911

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 R1 (One-Family Residential) Zone and adding to MU2 (Mixed-Use 2)Zone the property legally described as LOT 13, SECTION 5, ESQUIMALT DISTRICT, PLAN 12186, PID No.: 004-981-618 (812 Orono Ave); LOT 12, SECTION 5, ESQUIMALT DISTRICT, PLAN 12186, PID No.: 004-981-588 (816 Orono Ave); LOT 11, SECTION 5, ESQUIMALT DISTRICT, PLAN 12186, PID No.: 004-784-839 (820 Orono Ave) 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
MU2	1911	LOT 13, SECTION 5, ESQUIMALT DISTRICT, PLAN 12186, PID No.: 004-981-618 (812 Orono Ave); And LOT 12, SECTION 5, ESQUIMALT DISTRICT, PLAN 12186, PID No.: 004-981-588 (816 Orono Ave); And LOT 11, SECTION 5, ESQUIMALT DISTRICT, PLAN 12186, PID No.: 004-784-839 (820 Orono Ave)	a) $750 per new unit created on the 1st to 4th storeys of the building towards the Affordable Housing Reserve Fund; and b) $375 per new unit created on the 5th and 6th storeys of the building towards the Affordable Housing Reserve Fund; and c) $187.50 per new unit created on the 7th storey or higher of the building towards the Affordable Housing Reserve Fund; and d) $2,850 per new unit created on the 1st to 4th storeys of the building towards the General Amenity Reserve Fund; and e) $1,425 per new unit created on the 5th and 6th storeys of the building towards the General Amenity Reserve Fund; and f) $712.50 per new unit created on the 7th storey and above towards the General Amenity Reserve Fund

B. This Bylaw may be cited for all purposes as “Langford Zoning Bylaw, Amendment No. 591, (812, 816 & 820 Orono Ave), Bylaw No. 1911, 2020".

PUBLIC HEARING WAIVED BY RESOLUTION OF COUNCIL this 6th day of April, 2020.

READ A FIRST TIME this day of, 2020.

READ A SECOND TIME this day of, 2020.

READ A THIRD TIME this day of, 2020.

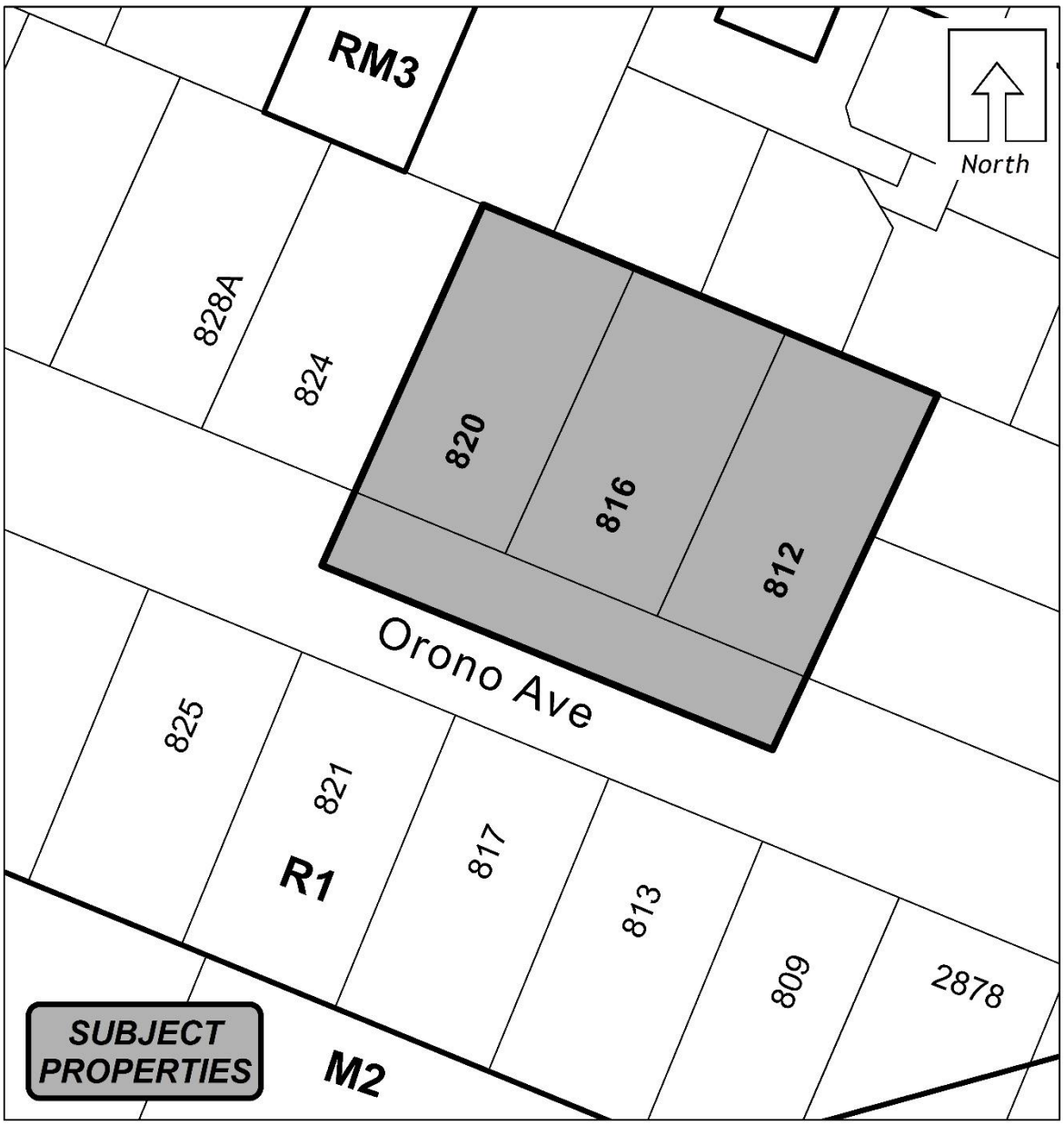
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS day of , 2020.

ADOPTED this of, 2020.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



Document Name: Bylaw_1911

I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1911

_____
MAYOR

ADOPTION: _____

_____
CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 4/17/2020

CITY OF LANGFORD

BYLAW NO. 1914

A BYLAW TO ESTABLISH AN ALTERNATIVE MUNICIPAL TAX COLLECTION SCHEME

WHEREAS section 235 of the *Community Charter* authorizes the Council of the City of Langford to establish an alternative municipal tax collection scheme;

WHEREAS the Council of the City of Langford may set due dates for property taxes under an alternative municipal tax collection scheme;

AND WHEREAS Ministerial Order No. M083 under the *Emergency Program Act* permits the Council of the City of Langford to adopt a bylaw on the same day that it receives third reading.

NOW THEREFORE, Council of the City of Langford, in open meeting assembled, **ENACTS AS FOLLOWS**:

1. That this bylaw may be cited as **"City of Langford Alternative Municipal Tax Collection Scheme Bylaw, No 1914, 2020"**.

Definitions

2. In this bylaw:

   (a) "due date" means the due date for property taxes established in section 4; and

   (b) "property taxes" has the same meaning as in the *Community Charter*.

Establishment

3. The Council hereby establishes an alternative municipal tax collection scheme for the taxpayers of the City of Langford.

Property Tax Due Date

4. Property taxes payable under the alternative municipal tax collection scheme are due on July 2 of the year in which the property taxes are levied.

Property Tax Penalty

5. For property Class 1 (Residential), Class 2 (Utilities), Class 3 (Supportive Housing), Class 9 (Farm), if all or part of property taxes referred to in Section 4 for a parcel of land and its improvements on the assessment roll remain unpaid the collector must add to the unpaid property taxes for the parcel and improvements for the current year a penalty equal to:
   (a) 5% of the amount unpaid by the due date that remains unpaid on August 1st; plus,
   (b) 5% of the amount unpaid by the due date that remains unpaid on October 1st.

6. For property Class 4 (Major Industry), Class 5 (Light Industry), Class 6 (Business and Other), Class 7 (Managed Forest Land), Class 8 (Rec/Non profit), and mixed rate properties with any portion being Class 4, 5, 6, 7, 8, if all or part of property taxes referred to in Section 4 for a parcel of land and its improvements on the assessment roll remain unpaid the collector must add to the unpaid property taxes for the parcel and improvements for the current year a penalty equal to:
    (c) 5% of the amount unpaid by the due date that remains unpaid on October 1st; plus,
    (d) 5% of the amount unpaid by the due date that remains unpaid on December 1st.

Choice of Tax Scheme Election

7. An owner may elect to pay property taxes under either the alternative municipal tax collection scheme or the general tax scheme by giving written notice to the City of Langford between May 15 and July 2 of the year in which the property taxes are levied.

Effective Date

8. This bylaw shall take effect upon adoption and shall no longer apply after December 31, 2020.

READ the **FIRST, SECOND** and **THIRD** time and **ADOPTED** the 4th day of May, 2020

MAYOR

(Certified Correct)
CORPORATE OFFICER