

City of Surrey  
**ADDITIONAL PLANNING COMMENTS**  
 Application Nos.: 7918-0443-00  
 7918-0443-01

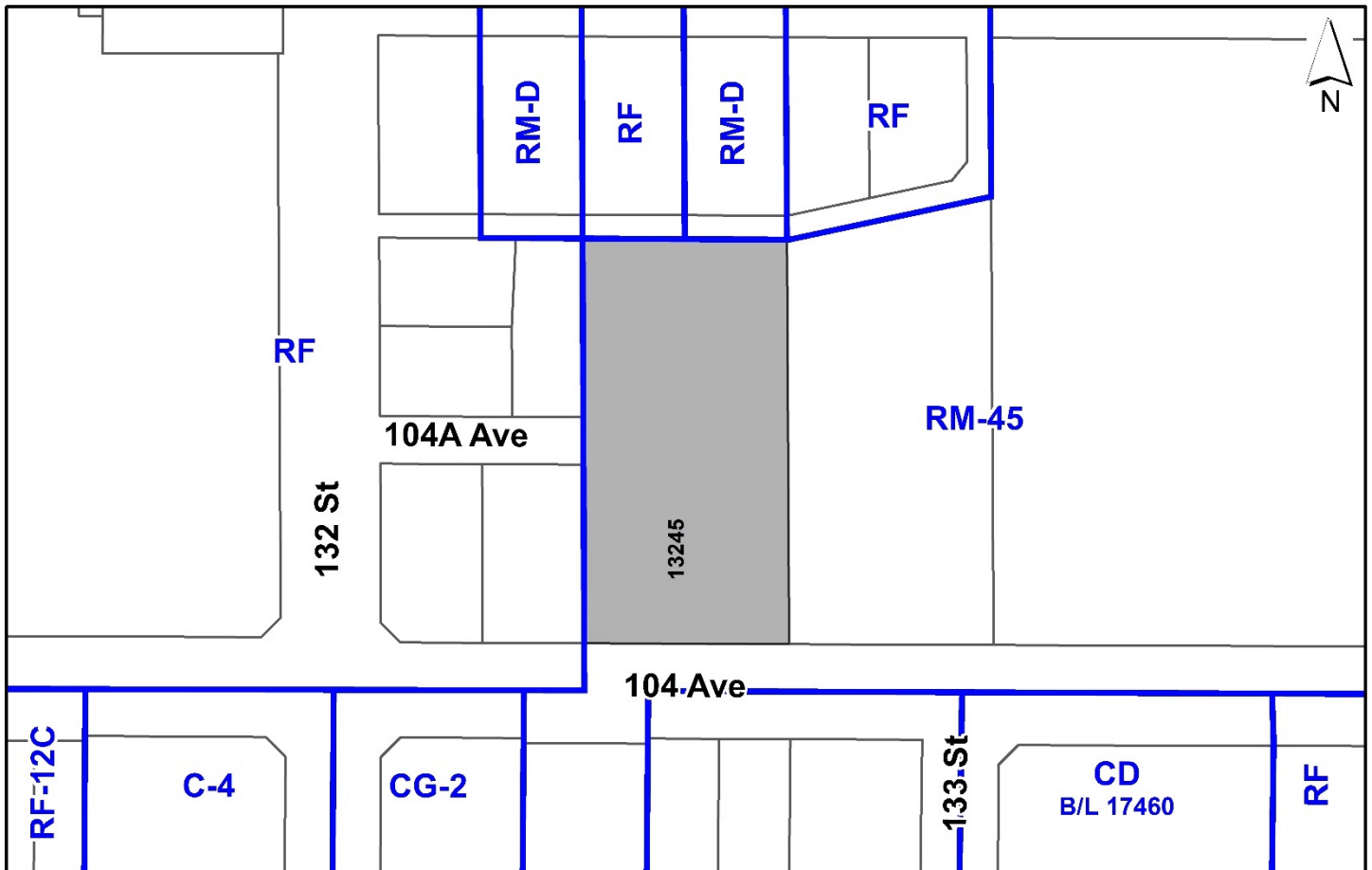
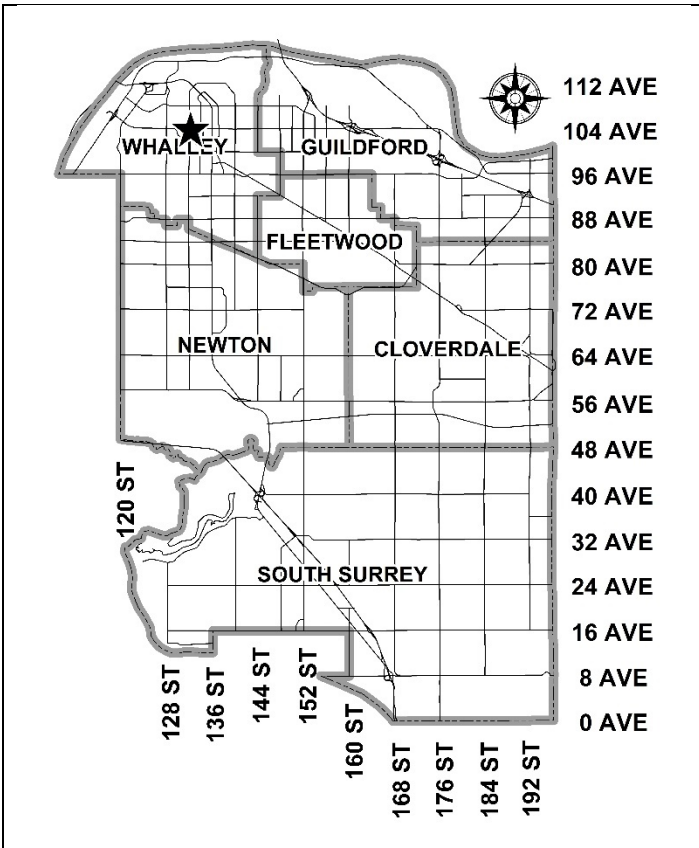
Planning Report Date: January 11, 2021

**PROPOSAL:**

- **Housing Agreement**

to regulate the tenure of 115 rental dwelling units in a proposed 13-storey apartment building in City Centre.

**LOCATION:** 13245 - 104 Avenue  
**ZONING:** RM-45  
**OCP DESIGNATION:** Multiple Residential  
**CCP DESIGNATION:** Residential Low to Mid Rise up to 2.5 FAR



## RECOMMENDATION SUMMARY

- A Bylaw be introduced authorizing Council to enter into a new Housing Agreement and the Bylaw be given First, Second and Third Reading.

## DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- None.

## RATIONALE OF RECOMMENDATION

- At the Regular Council – Public Hearing Meeting on October 5, 2020, Council granted Third Reading to CD Bylaw No. 20161 as part of a rezoning application at 13245 – 104 Avenue (Development Application Nos. 7918-0443-00 and 7918-0443-01). The Rezoning is intended to accommodate a 13-storey building (115 rental units) on the northern half of the subject property as part of Phase 1 of the proposed development, and a 16-storey market apartment building (157 market units) on the southern half of the site in the future (Phase 2).
- As noted in the original Planning Report for Development Application Nos. 7918-0443-00 and 7918-0443-01, the applicant has agreed to enter into a Housing Agreement, prior to final adoption of the rezoning by-law, to secure the 115 rental dwelling units in the 13-storey building.
- The attached Housing Agreement, to be adopted by Bylaw and registered on title through a restrictive covenant, will restrict the 115 dwelling units to a rental tenure for 20 years.
- The Housing Agreement Bylaw will be brought forward for Final Adoption concurrently with the Rezoning Bylaw (No. 20161) when all conditions associated with the rezoning are fulfilled.

## RECOMMENDATION

The Planning & Development Department recommends that a Bylaw be introduced to enter into a Housing Agreement and be given First, Second and Third Reading.

## DEVELOPMENT PROPOSAL

### Planning Considerations

- At the October 5, 2020 Regular Council – Land Use meeting, Council granted Third Reading to Development Application Nos. 7918-0443-00 and 7918-0443-01 (Bylaw No. 20161), which allows for the development of a 13-storey building (115 rental units which includes 20 student housing units) on the northern half of the subject property as part of Phase 1 of the proposed development, and a 16-storey market apartment building (157 market units) on the southern half of the site in the future (Phase 2).
- As noted in the September 14, 2020 Planning Report for Development Application Nos. 7918-0443-00 and 7918-0443-01 (Appendix II), the applicant has agreed to enter into a Housing Agreement to ensure that the 115 dwelling units within the 13-storey building (Phase 1) will be secured as rental housing.
- Section 483 of the *Local Government Act* authorizes Local Governments to enter into Housing Agreements for affordable and special needs housing.
- Typically Housing Agreements include the terms and conditions agreed to by the Local Government and the owner regarding:
  - the form of tenure of the housing units;
  - the occupancy of the housing units identified in the agreement (including their form of tenure and their availability to the classes of persons identified in the agreement); and
  - the administration of the units (including the means by which the units will be made available to intended occupants).
- The attached Housing Agreement (Appendix I) will be adopted by Bylaw and registered on title. The agreement will restrict the 115 proposed dwelling units in the 13-storey building to a rental tenure for a minimum period of 20 years from the date of the final inspection of the building.
- The City may from time to time require that the owner of the building provide written proof of compliance with the Housing Agreement.
- The Housing Agreement Bylaw will be brought forward for final adoption concurrently with the Rezoning Bylaw (No. 20161), once all of the outstanding conditions associated with the rezoning are fulfilled.

## Referrals

Engineering: No objection.

## CONCLUSION

- The proposed Housing Agreement (Appendix I) addresses the City's commitment to supporting rental developments and will help ensure that rental housing options are available within the community for the long term.

## INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I. Proposed Housing Agreement  
Appendix II. Initial Planning Report No. 7918-0443-00 and 7918-0443-01, dated September 14, 2020

*approved by Ron Gill*

Jean Lamontagne  
General Manager  
Planning and Development

DN/cm





- E. As a condition of the Rezoning By-law (defined herein) to permit the development of the Lands in the manner aforesaid, the Owner has agreed to enter into this Agreement with the City.

NOW THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree to and will not be denied, the Owner and the City covenant and agree as follows:

## ARTICLE I. DEFINITIONS

### Section 1.01 Definitions.

- (a) “**City Personnel**” means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors subcontractors, and volunteers of the City from time to time;
- (b) “**Commencement Date**” means the date that is the first day of the month after the final inspection of the Phase 1 Building has been issued by the City;
- (c) “**Development**” means the development of the on the Lands described in Recital B in accordance with the Development Permit;
- (d) “**Development Permit**” means Development Permit No. 7918-0443-00 issued by the City authorizing development on the Lands, as amended from time to time;
- (e) “**Land Title Act**” means the *Land Title Act*, R.S.B.C., 1996, c. 250, as amended, replaced, restated, or re-enacted from time to time;
- (f) “**Lands**” means the lands and premises legally described as:
- Parcel Identifier: Multiple, refer to titles  
Strata Lot 1-41 Section 22 Block 5 North Range 2 West New Westminster District Strata  
Plan NW2111 Together with an Interest the Common Property in Proportion to the Unit  
Entitlement of the Strata Lot as Shown on Form 1
- (g) “**Land Title Office**” means the New Westminster Land Title Office;
- (h) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, c. 1, as amended, replaced, restated, or re-enacted from time to time;
- (i) “**Losses**” means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (j) “**Market Rental Rate**” means the average rental rate per square foot for the Market Rental Units, as determined from time to time by the Owner;
- (k) “**Market Rental Housing**” means Rental Housing that is rented at market rates, as the same may be determined from time to time by the Owner;
- (l) “**Market Rental Units**” has the meaning given to it in Recital B;

- (m) “**Notice**” has the meaning given to it in Section 2.02;
- (n) “**Occupancy Permit**” means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands, whether such permit is temporary, conditional or final;
- (o) “**Phase 1 Building**” has the meaning given to it in Recital B;
- (p) “**Phase 2 Building**” has the meaning given to it in Recital B;
- (q) “**Phase 2 Market Units**” has the meaning given to it in Recital B;
- (r) “**Pre-Existing Apartment Building**” has the meaning given to it in Recital A;
- (s) “**Pre-Existing Rental Apartments**” has the meaning given to it in Recital A;
- (t) “**Rental Housing**” means a dwelling unit that is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public at arms’ length, for use as residential rental accommodation on a month-to-month or longer basis, excluding rentals for purposes of Tourism Accommodation (as such term is defined in the Zoning By-law) and excluding rentals for any less than 30 consecutive days, in accordance with this Agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;
- (v) “**Rezoning Application**” has the meaning given to it in Recital B;
- (w) “**Rezoning By-law**” means the City of Surrey Zoning Amendment Bylaw No. 20161 enacted as a result of the Rezoning Application;
- (x) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, c. 43, as amended, replaced, restated, or re-enacted from time to time;
- (y) “**Student Rental Units**” has the meaning given to it in Recital C;
- (z) “**Term**” has the meaning ascribed thereto in Section 2.01; and
- (aa) “**Zoning By-law**” means the City’s Zoning By-law, 1993, No. 12000, as amended, replaced, or replaced from time to time.

## ARTICLE II. TERM AND NOTICE

### Section 2.01 Term.

The term (the “**Term**”) of this Agreement will commence on the Commencement Date and will end on the date that is **Twenty (20) years** from the date when an Occupancy Permit is issued for the originally constructed Market Rental Units.

## **Section 2.02 Notice of Housing Agreement.**

The Owner acknowledges that the City may file in the Land Title Office on title to the Lands a notice (the “**Notice**”) of this Agreement and any amendments made thereto from time to time in accordance with 5.06.

## **ARTICLE III. RESTRICTIONS ON AND CONDITIONS OF USE**

### **Section 3.01 Owner’s Covenants.**

The Owner covenants and agrees that throughout the Term:

- (a) the Lands and the Market Rental Units, will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Market Rental Units must be used only as Market Rental Housing in accordance with the Rezoning By-law, the Development Permit and the requirements of this Agreement;
- (c) not less than seventeen percent (17%) or twenty (20) units of the Market Rental Units comprising 10 studio units and 10 one-bedroom units, namely, the Student Rental Units, are marketed for student housing, in accordance with the requirements of this Agreement;
- (d) all of the Market Rental Units will be legally and beneficially owned by the same person;
- (e) the Owner will not suffer, cause or permit the beneficial or registered title to or any interest in and to the Market Rental Units or any portion thereof, to be sold or otherwise transferred unless the transferee(s) of the registered and beneficial title or interest, as applicable to the interest transferred, prior to and as a condition of closing enters into an assumption agreement satisfactory to the City whereby such transferee agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (f) the Owner will insure, or cause to be insured, the Phase 1 Building, and all parts thereof to the full replacement cost against perils normally insured against in the City by reasonable and prudent owners of similar buildings and lands;
- (g) unless and until the City consents otherwise in writing by way of an amendment to this Agreement on request of the Owner, the Owner will keep and maintain the Market Rental Units in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted, and fit for human habitation and consistent with the general standards required by the *Residential Tenancy Act* and all other applicable statutes, regulations, bylaws, and rules in effect from time to time for residential rental buildings of similar age and character in the City of Surrey from time to time and will comply with the same, including health and safety standards applicable to the Market Rental Units; and
- (h) the Owner will not demolish the Phase 1 Building or any portion thereof without the prior written consent of the City and, in any case, without a demolition permit therefor issued by the City in the City’s sole discretion.

## **ARTICLE IV. INDEMNITY, RELEASE, DEFAULT AND REMEDIES**

### **Section 4.01 Indemnity.**

The Owner will and does hereby indemnify and save harmless the City and the City Personnel of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reasons of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement.

### **Section 4.02 Release.**

Provided that the City is in compliance with the terms and conditions of this Agreement, the Owner hereby releases and forever discharges the City and the City Personnel of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Covenantor now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by this Agreement.

### **Section 4.03 Remedies.**

The Owner covenants and agrees with the City that, in addition to any other remedies available to the City under this Agreement or at law or equity, if the Owner materially defaults under the terms of this Agreement, including without limitation omitting, failing or neglecting to carry out any of its material obligations contained in this Agreement and doing or carrying out a material act contrary to the Owner's obligations contained in this Agreement:

- (a) the Owner shall rectify such material default within 45 days after receipt of written notice of such material default to the Owner by the City;
- (b) if the Owner fails to take such positive action as the City considers necessary to rectify any material default as provided for herein, the City may apply to court for a mandatory or prohibitive order requiring the Owner to take such action; and
- (c) the Owner shall pay to the City, on written demand, the costs (including actual solicitor's fees, disbursements and taxes thereon) incurred by the City to obtain a court order pursuant to Section 4.03(b), and if the Owner fails to pay such amounts to the City within 30 days from the date the Owner receives any such written demand from the City, any and all arrears will bear interest from the date of demand to the date of payment at the prime rate of the Bank of Nova Scotia plus 3% per annum.

### **Section 4.04 Survival of Release and Indemnity.**

The release and indemnity in this Article IV will remain effective, and will survive any modification, discharge or partial discharge of any or all of the covenants created by this Agreement, and the termination of this Agreement, whether by fulfillment of the covenants contained in this Agreement or otherwise.

## **ARTICLE V. GENERAL PROVISIONS**

### **Section 5.01 Interpretation.**

In this Agreement:

- (a) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa as the context or the parties so require.
- (c) The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References to the or this “Agreement” and the words “hereof”, “herein” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Article, Section, subsection or other subdivision is a reference to the designated Recital, Article, Section, subsection or subdivision hereof.

### **Section 5.02 Records.**

The Owner will keep accurate records pertaining to the use and occupancy of the Market Rental Units as necessary to reasonably demonstrate compliance by the Owner with the requirements of this Agreement, such records to be to the satisfaction of the City, acting reasonably. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner’s statutory obligations with respect to privacy of such information.

### **Section 5.03 Legislation.**

Any reference to a law or statute herein includes and is a reference to such law or statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any law or statute or applicable regulation amending, replacing, or superseding any of the same.

### **Section 5.04 Time.**

Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that part may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be Pacific Standard Time, Pacific Daylight Savings Time or other time regime then legally applicable in the City of Surrey pursuant to applicable law.

### **Section 5.05 No Effect on Rights.**

Nothing contained or implied herein will prejudice the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully

and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and this Agreement does not impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement, nor does this Agreement relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

#### **Section 5.06 Benefit of City.**

The City is a party to this Agreement for the purpose only of receiving the covenants, promises and agreements as provided in the terms of this Agreement and is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Lands, the Phase 1 Building, including the Market Rental Units or any portion thereof, and the City may at any time execute a release for the discharge of the Notice of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

#### **Section 5.07 Agreement Runs with the Lands.**

Following the filing of the Notice in the Land Title Office, this Agreement and, if applicable, any amendments thereto, will be binding on all persons who acquire an interest in the land affected by this Agreement, as amended if applicable. It is further expressly agreed that this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by City Council and thereafter if an amendment is signed by the City and the Owner.

#### **Section 5.08 Limitation on Owner's Obligations.**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered and/or beneficial owner of the Lands or such applicable portions thereof, provided however that notwithstanding that the Owner is no longer the registered nor beneficial owner of the Lands or any portion thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered and/or beneficial owner of the Lands or such portions thereof, as the case may be.

#### **Section 5.09 Partial Discharge.**

The Owner and the City acknowledge and agree that this Agreement and the Notice are only intended to apply to the Market Rental Units and not to the Phase 2 Building, the Phase 2 Market Units, the Pre-Existing Apartment Building nor the Pre-Existing Rental Apartments. The City covenants and agrees that concurrently with the registration of any subdivision plan (including an airspace subdivision plan, or a strata plans pursuant to the *Strata Property Act*) that creates a separate legal parcel or parcels for any of the Phase 2 Building or the Phase 2 Market Units, the City will execute in registrable form and deliver to the Owner for filing in the Land Title Office, a discharge of this Agreement and the Notice from title to the parcel so created that does not include any of the Market Rental Units or any portion thereof.

#### **Section 5.10 Enurement.**

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

### **Section 5.11 Further Assurances.**

The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

### **Section 5.12 Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

### **Section 5.13 Severability.**

If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

### **Section 5.14 Waiver.**

An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

### **Section 5.15 No Fiduciary Relationship.**

Nothing contained in this Agreement will be deemed in any way, or for any purpose, to constitute the City a partner, agent or legal representative of the Owner in the conduct of any business or otherwise, or a member of a joint venture or joint enterprise with the Owner, or to create any fiduciary relationship between the City and the Owner.

### **Section 5.16 Joint and Several.**

If the Owner consists of more than one person, firm, or corporation, from time to time, the Owner's obligations under this Agreement shall be joint and several.

### **Section 5.17 Survival.**

Notwithstanding anything contained herein, the Owner covenants and agrees that the obligations of the Owner, including without limitation those set out in Article IV, shall survive termination or release of this Agreement.

### **Section 5.18 Notice.**

Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:

- (a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor



in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.

**Section 5.19 Owner's Representations and Warranties.**

The Owner represents and warrants to and covenants and agrees with the City that:

- (a) the Owner has the full and complete power, authority, and capacity to enter into, execute, and deliver this Agreement and the bind all legal and beneficial interests in the title to the Lands with the interests in lands created hereby;
- (b) upon execution and delivery of this Agreement and the filing of the Notice, the interests in land created hereby will encumber all legal and beneficial interests to the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants, and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

**Section 5.20 Counterparts.**

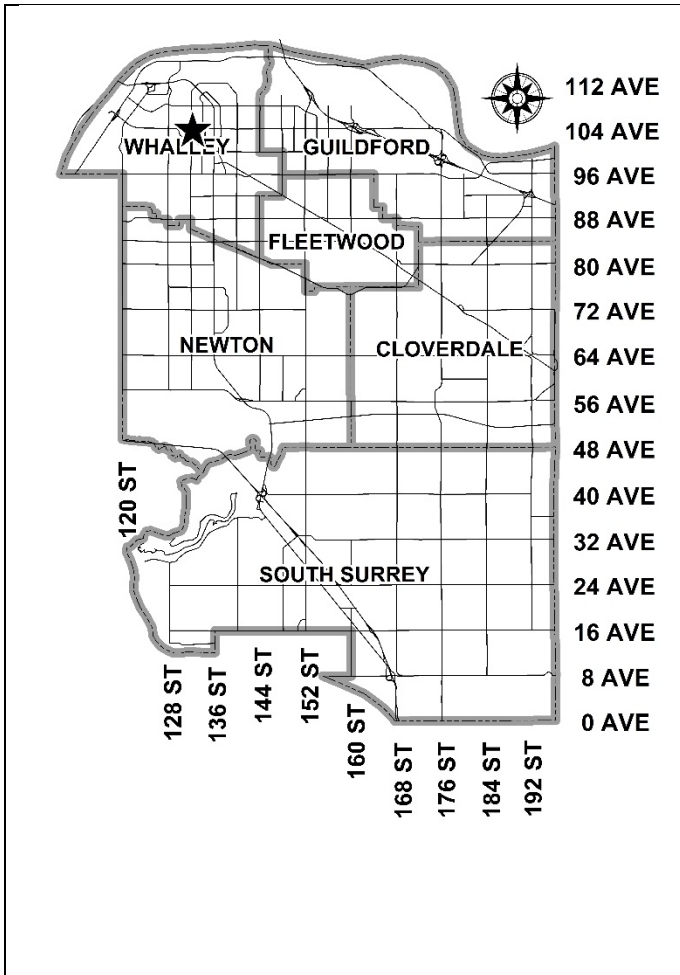
This Agreement may be executed and delivered by the parties hereto in one or more counterparts.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the Form C – General Instrument to which this Agreement is attached as of the date first written above.

City of Surrey  
**PLANNING & DEVELOPMENT REPORT**

Application No.: 7918-0443-00  
 7918-0443-01

Planning Report Date: September 14, 2020



**PROPOSAL:**

- **OCP Amendment** to Figure 3: General Land Use Designations from Multiple Residential to Central Business District, to Figure 16: Central Business District Densities to permit a density of 3.5 FAR and to Figure 42: Major Employment Areas" by adding the Central Business District designation
- **CCP Amendment** from Residential Low to Medium Rise up to 2.5 FAR to Mid to High Rise Residential 3.5 FAR
- **Rezoning** from RM-45 to CD (based on RM-135)
- **General Development Permit**
- **Detailed Development Permit for Phase 1**
- **Development Variance Permit**

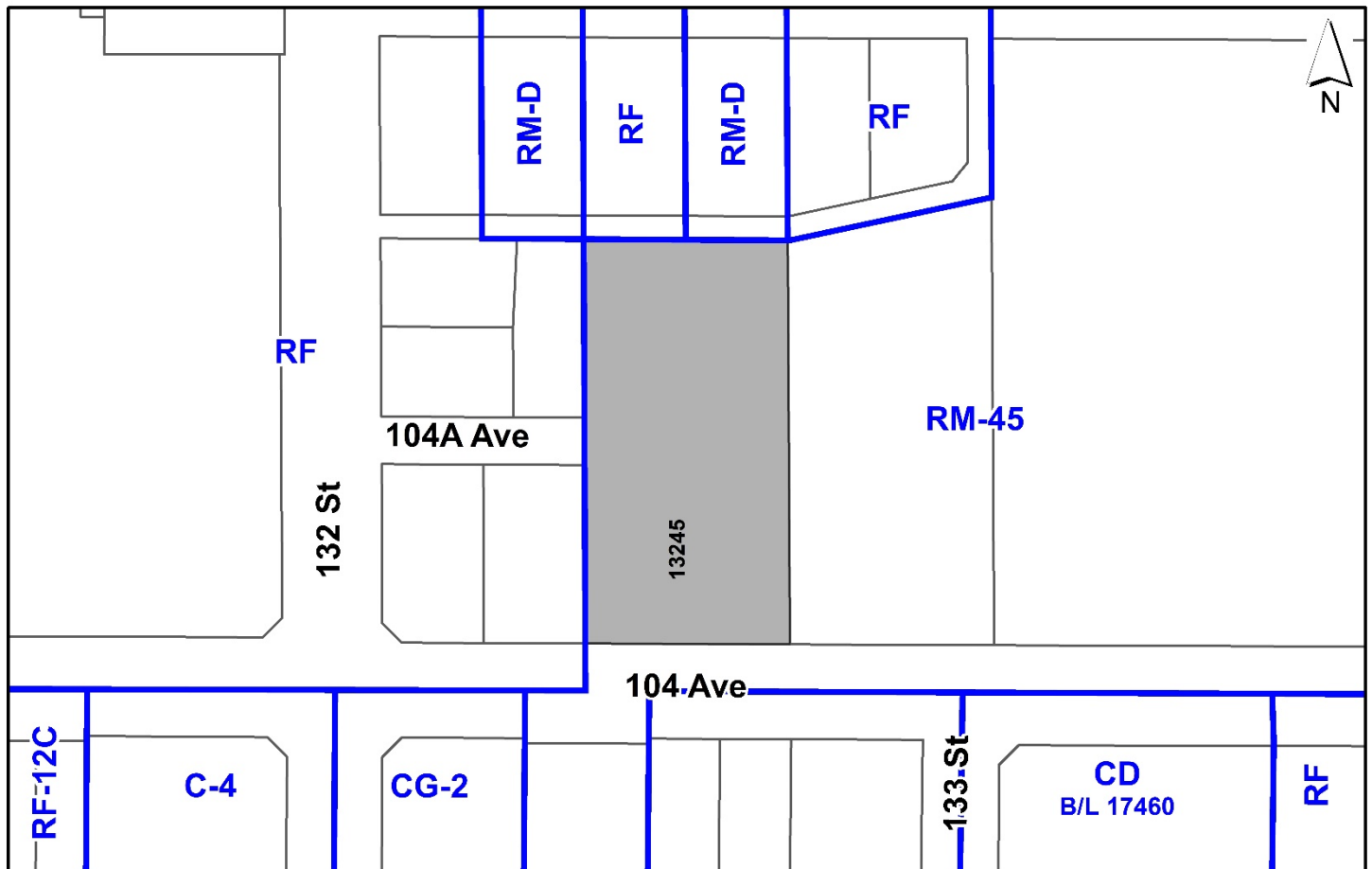
to permit the development of a 13-storey rental apartment building and a 16-storey market apartment building on the subject property in a two-phase development in City Centre.

**LOCATION:** 13245 - 104 Avenue

**ZONING:** RM-45

**OCP DESIGNATION:** Multiple Residential

**CCP DESIGNATION:** Residential Low to Mid Rise up to 2.5 FAR



## RECOMMENDATION SUMMARY

- By-law Introduction and set date for Public Hearing for:
  - OCP Amendment;
  - OCP Text Amendment; and
  - Rezoning.
- Approval to draft a General Development Permit for Form and Character.
- Approval to draft a Detailed Development Permit for Form and Character for Phase 1 of the project.
- Approval for Development Variance Permit to proceed to Public Notification.

## DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- Seeking an amendment to the Official Community Plan (OCP) and City Centre Plan to permit a higher density.
- The applicant is proposing the following variances:
  - to reduce the minimum west side yard setback of the proposed CD By-law from 4.4 metres to 2.2 metres, in order to retain the existing 3-storey apartment; and
  - to reduce the minimum parking requirement of the proposed CD By-law for the existing 3-storey apartment building from 41 to 26.
- The proposal partially complies with Policy O-61 Rental Housing Redevelopment: Rental Replacement and Tenant Relocation Assistance. Existing rental housing units are proposed to be replaced at a higher than 1:1 replacement ratio, however, the 115 proposed rental replacements units are proposed to be provided at rents above the affordable rental rates for low to moderate income households (defined as 10% below current Canadian Market and Housing Corporations (CMHC) average rents) as specified in the Policy.

## RATIONALE OF RECOMMENDATION

- The proposal complies with the General Urban designation in the Metro Vancouver Regional Growth Strategy (RGS).
- The proposed setbacks achieve a more urban, pedestrian streetscape in compliance with the City Centre Plan and in accordance with the Development Permit (Form and Character) design guidelines in the OCP.
- The proposed development includes high-quality building materials including brick, metal panels and spandrel glass, which provide strong design elements to the buildings and add more visual interest to the public realm.

- Although the proposed density on the subject site is higher than that prescribed in the OCP and City Centre Plan, the proposed mix of residential uses, including market rental housing and student housing (Phase 1), as well as residential market housing (in future Phase 2) is appropriate for the West Village District of the City Centre. These housing options will support and complement the Central Downtown District, particularly the growing student population at the nearby Kwantlen Polytechnic University and Simon Fraser University campuses.
- The site is within walking distance of bus transit along 104 Avenue and is about 650 metres (10 minute walk) from Surrey Central SkyTrain station. The proposed development conforms to the goal of achieving high-rise, high density development near public transit options.
- The applicant will provide a density bonus amenity contribution consistent with the Tier 2 Capital Projects Community Amenity Contributions (CACs), in support of the requested increased density.
- The existing 3-storey rental apartment building on the subject site will be retained for an undetermined period of time, and therefore, no rental units are to be lost as part of Phase 1 of the development. While some aspects of Policy O-61 can be delayed until Phase 2 of the development (i.e. the tenant relocation assistance requirements), the rental replacement requirements can be fulfilled as part of the current rezoning application.
- In partial accordance with the rental replacement requirements of Surrey's City Policy No. O-61, the applicant is proposing to replace all 41 existing rental units by providing 115 new market rental units in the 13-storey purpose-built rental building (Phase 1 of the development) on the north portion of the site. However, the units will be provided at market rental rates instead of the prescribed affordable rental rates within Policy No. O-61 for low to moderate income households, defined as a maximum of 10% below current Canadian Market and Housing Corporations (CMHC) average rents.
- The applicant proposes to enter into a Housing Agreement to allocate the 115 dwelling units located in the 13-storey mid-rise (Phase 1) on the subject site as market rental. The proposed Housing Agreement will restrict the dwelling units to rental for a period of 20 years. The Housing Agreement and associated Housing Agreement Authorization Bylaw will be forwarded for Council consideration at a future Council meeting and is a requirement of Final Adoption.
- The proposed building setback variances are in order to retain the existing 3-storey rental apartment building on the southern portion of the site. The rental building will be maintained until the owner submits a detailed Development Permit for a 16-storey building in the future (Phase 2), at which time the existing 3-storey building will be demolished.
- The proposed relaxation to the minimum parking requirement is for the existing apartment building on the southern portion of the site only. When it is demolished in the future in conjunction with Phase 2, the development must comply with the proposed CD By-law.

**RECOMMENDATION**

The Planning & Development Department recommends that:

1. An OCP Bylaw be introduced to:
  - (a) amend the OCP Figure 3: General Land Use Designations for the subject site from Multiple Residential to Central Business District and include the subject site in OCP Figure 16: Central Business District Densities at a density of "3.5 FAR"; and
  - (b) amend "Figure 42: Major Employment Areas" by adding the Central Business District designation to the subject site,and a date be set for Public Hearing.
2. Council determine the opportunities for consultation with persons, organizations and authorities that are considered to be affected by the proposed amendment to the Official Community Plan, as described in the Report, to be appropriate to meet the requirement of Section 475 of the Local Government Act.
3. A By-law be introduced to rezone the subject site from "Multiple Residential 45 Zone (RM-45)" to "Comprehensive Development Zone (CD)" and a date be set for Public Hearing.
4. Council authorize staff to draft General Development Permit No. 7918-0443-00 generally in accordance with the attached drawings (Appendix I).
5. Council authorize staff to draft Detailed Development Permit No. 7918-0443-01 for Phase 1 generally in accordance with the attached drawings (Appendix I).
6. Council approve Development Variance Permit No. 7918-0443-00 (Appendix XI) varying the following, to proceed to Public Notification:
  - (a) to reduce the minimum west side yard setback of the proposed CD By-law from 4.4 metres to 2.2 metres, in order to retain the existing 3-storey apartment; and
  - (b) to reduce the minimum parking requirement of the proposed CD By-law for the existing 3-storey apartment building from 41 to 26.
7. Council instruct staff to resolve the following issues prior to final adoption:
  - (a) ensure that all engineering requirements and issues including restrictive covenants, dedications, and rights-of-way where necessary, are addressed to the satisfaction of the General Manager, Engineering;
  - (b) submission of a road dedication plan to the satisfaction of the Approving Officer;
  - (c) resolution of all urban design issues to the satisfaction of the Planning and Development Department;

- (d) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
  - (e) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;
  - (f) the applicant enter into a Housing Agreement with the City to secure 115 dwelling units in the proposed 12-storey building, as part of Phase 1, to rental housing for a period of twenty (20) years;
  - (g) the applicant provide a density bonus amenity contribution consistent with the Tier 2 Capital Projects CACs in support of the requested increased density, to the satisfaction of the General Manager, Planning and Development Department;
  - (h) provision of cash-in-lieu or other demand management measures (including car sharing) to address the shortfall in residential parking spaces to the satisfaction of the General Manager, Engineering;
  - (i) registration of a Section 219 Restrictive Covenant for a "No Build" on the southern portion of the subject site to ensure that the existing 3-storey building is demolished and that the requirements of City Policy O-61 (Rental Housing Redevelopment: Rental Replacement and Tenant Relocation Assistance) are met as part of a future detailed Development Permit for Phase 2;
  - (j) registration of a Section 219 Restrictive Covenant to adequately address the City's needs with respect to public art for Phase 2 (market units) of the development, to the satisfaction of the General Manager Parks, Recreation and Culture;
  - (k) registration of a Section 219 Restrictive Covenant to adequately address the City's needs with respect to the City's Affordable Housing Strategy for Phase 2 (market units) of the development, to the satisfaction of the General Manager, Planning & Development Services; and
  - (l) registration of a Section 219 Restrictive Covenant requiring the applicant to pay all deferred financial contributions for Public Art, Affordable Housing and/or Capital Projects Community Amenity Contributions on the Phase 1 portion of the development should the project be converted from rental housing to market units at any point in the future, after expiry of the Housing Agreement.
7. Council pass a resolution to amend the City Centre Plan to redesignate the subject site from "Residential Low to Mid Rise 2.5 FAR " to "Mid to High Rise Residential 3.5 FAR" as shown in Appendix V, when the project is considered for final adoption.

**SITE CONTEXT & BACKGROUND**

Direction	Existing Use	City Centre Plan Designation	Existing Zone
Subject Site	4-storey rental building.	Residential Low to Mid Rise up to 2.5 FAR	RM-45

Direction	Existing Use	City Centre Plan Designation	Existing Zone
North (Across the lane):	Single family lots.	Residential Low to Mid Rise up to 2.5 FAR	RF and RM-D
East:	Existing 4-storey apartment building, under Development Application No. 7918-0393-00 for a 21-storey rental building and a 25-storey market residential building.	Residential Low to Mid Rise up to 2.5 FAR	RM-45
South (Across 104 Avenue):	4-storey apartment building and proposed high-rise residential tower under Development Application No. 7920-0024-00 (pre-Council).	Residential Low to Mid Rise up to 2.5 FAR	RM-45 and RF
West:	Single family lots and vacant lots.	Residential Low to Mid Rise up to 2.5 FAR	RF

### Context & Background

- The subject site is 5,440 square metres in size and zoned "Multiple Residential 45 Zone (RM-45)".
- The site is designated "Multiple Residential" in the Official Community Plan (OCP) and "Residential Low to Mid Rise up to 2.5 FAR" in the City Centre Plan.
- Currently, a 3-storey rental apartment building (Ashira Court) with one level of underground parking is situated on the south half of the property. A residents' surface parking lot is located on the north half.
- The abutting property to the east (13265 – 104 Avenue) is under Development Application No. 7918-0393-00 for a 21-storey rental building and a 25-storey market residential building. The project was granted First and Second Reading on July 27, 2020 and is proceeding to Public Hearing on September 14, 2020.

### DEVELOPMENT PROPOSAL

#### Planning Considerations

- The applicant proposes the following, in order permit the development a 13-storey building (market rental including student housing) on the northern half of the subject property as part of Phase 1 of the proposed development, and ultimately a 16-storey market apartment building on the southern half of the site in Phase 2:

- OCP Amendment to redesignate the subject site from "Multiple Residential" to "Central Business District" and include the site within Figure 16: Central Business District Densities with a permitted density of "3.5 FAR";
  - City Centre Plan Amendment to increase the allowable density from "Residential Low to Mid Rise up to 2.5 FAR" to "Residential Mid to High Rise 3.5 FAR" and to add a 6.0-metre wide north/south lane along the west property line;
  - Rezoning from RM-45 to a CD Zone based on the RM-135 Zone for the entire site;
  - General Development Permit (Form and Character DP) for the entire site and a detailed Development Permit for Phase 1; and a
  - Development Variance Permit to reduce the setback along the west property line to retain the existing 3-storey apartment building.
- As part of the proposed development, the existing 3-storey apartment building on the southern portion of the property will remain for the interim. The final phase (Phase 2) of the proposed development is for a 16-storey building with market condominium units, which will replace the 3-storey building in the future. A detailed Development Permit will be submitted in the future for Council consideration of Phase 2. Currently, the owner states that the timeframe for Phase 2 is to be determined.
  - A Housing Agreement will be required to secure the 115 rental units for a period of 20 years. The applicant and City staff are working on preparing the Housing Agreement, which will be submitted in the near future for Council consideration.
  - Of the 115 rental units, twenty (20) of them will be marketed for student housing (10 studio and 10 one-bedroom units). The applicant has been in contact with various student housing services that work with the staff at the nearby Kwantlen Polytechnic University and Simon Fraser University. Through current marketing and rental leads, the applicant is confident that the student rental units will be successful.

Project Statistics	Proposed	
<b>Lot Area</b>		
Gross Site Area:	5,400 square metres	
Road Dedication:	922 square metres	
Net Site Area:	4,518 square metres	
<b>Number of Lots:</b>	1	
<b>Building Height:</b>	42 metres / 13 storeys (Phase 1) and 52 metres / 16 storeys (Phase 2)	
<b>Floor Area Ratio (FAR):</b>	2.2 gross / 2.7 net (Phase 1 & existing building) 3.9 gross / 4.6 net (Phase 1 and future Phase 2)	
<b>Floor Area</b>		
Residential:	3,568 square metres (existing 3-storey building) 8,575 square metres (Phase 1: 13-storey rental building) 12,414 square metres (Phase 2: 16-storey market apartment)	
Total:	12,143 square metres (3-storey building & Phase 1) 20,989 square metres (Phase 1 and 2)	
<b>Residential Units:</b>		
Studio:	<u>Phase 1 (13-storey building)</u> 9	<u>Phase 2 (16-storey building)</u> 5



Project Statistics	Proposed	
1-Bedroom:	16	53
1-Bedroom + Den:	33	29
2-Bedroom:	44	47
2-Bedroom + Den:	1	5
3-Bedroom:	12	14
Townhouse units:	0	4
Total:	115	157

## Referrals

Engineering: The Engineering Department has no objection to the project subject to the completion of Engineering servicing requirements as outlined in Appendix II.

School District: **The School District has provided the following projections for the number of students from this development:**

8 students at KB Woodward Elementary School  
3 students at Kwantlen Park Secondary School

(Appendix III)

The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by early 2023.

Parks, Recreation & Culture: No concerns.

Surrey Fire Department: No concerns.

Advisory Design Panel: The proposal was considered at the ADP meeting on April 30, 2020 and was supported. The applicant has resolved the majority of the outstanding items from the ADP review as outlined in the Development Permit section of this report. Any additional revisions will be completed prior to Council's consideration of Final Adoption of the rezoning by-law, to the satisfaction of the Planning and Development Department.

## Transportation Considerations

- The applicant will provide the following road dedication, as part of the current rezoning application:
  - Approximately 2.8 metres along the south property line for the widening of 104 Avenue;
  - Approximately 3.0 metres along the north property line to widen the existing east/west lane; and

- 6.0 metres along the west property line for an ultimate 12-metre wide north/south lane. The remaining 6 metres will be provided when the properties to the west (13229 – 104 Ave and 13221 – 104A Ave) redevelop in the future.
- The new 12-metre wide north/south lane will replace a 6 metre lane that is currently shown in the City Centre Plan. The applicant of the subject site has agreed to dedicate 6 metres to widen the lane to 12 metres, which will improve connectivity in the area.
- Vehicle access to the subject site is from the lane at the north property line and will ultimately provide access to the entire site (north and south buildings).
- A temporary ramp from the west property line will be provided for the existing one-level underground parking beneath the existing 3-storey apartment building on the south portion of the site. This ramp will be removed prior to final occupancy of the rental building (Phase 1), at which time vehicle access to the entire site will be from the single ramp at the northeast corner of the site. The Fire Department reviewed this temporary ramp access and generally have no concerns.
- The applicant has provided a preliminary Transportation Impact Assessment ("TIA") to assess the site-generated traffic impacts and proposed parking rates. Based on the findings of the TIA, the applicant will be required to contribute towards a future signalized intersection at 104 Avenue and 133 Street.
- As indicated in the TIA, the applicant is proposing a reduced parking rate for both the proposed rental building on the north half of the site (Phase 1), as well as the future strata condo building (Phase 2). The proposed parking rate for the rental building is 0.6 parking space per dwelling unit and 0.1 parking space per unit for visitors, while the proposed parking rate for the condo units is 0.71 and 0.1 parking space for visitors.
- The proposed parking rates for the market condo building on the southern portion of the site (Phase 2) will comply with the Zoning By-law requirement – no reduction is proposed.
- Staff can support the proposed reductions in parking rates, based on a demonstrated lower parking demand for the rental use and provided that the shortfall is accounted through the provision of any combination of:
  - Transportation demand management measures such as shared vehicles, shared vehicle memberships, additional and/or enhanced bicycle parking beyond the Zoning Bylaw requirements, bicycle maintenance facilities, and electric vehicle charging stations; and
  - Payment to the City of \$20,000 for each parking space proposed to be reduced from the minimum requirements, in accordance with the Off-Street Parking Reserve Fund By-law, and/or the Alternative Transportation Infrastructure Reserve Fund By-law.

## Sustainability Considerations

- The applicant has met all of the typical sustainable development criteria, as indicated in the Sustainable Development Checklist. This project will be required to meet a minimum of Step 2 of the BC Energy Step Code, and possibly higher based upon the date of Building Permit issuance.
- The building will be connected to the City's District Energy system.
- In addition, the applicant has highlighted the following additional sustainable features:
  - Horizontal solar screening along the southern façade to mitigate solar heating;
  - The orientation of buildings has been designed to maximize solar gains and reduce heating requirements;
  - Alternative transportation options are available including cycling (bicycle storage provided on-site), as well bus and SkyTrain service;
  - On-site electric vehicle charging stations.

## School Capacity Considerations

- The School District has advised in their memo dated May 8, 2020 that the two schools (KB Woodward Elementary School and Kwantlen Park Secondary School) in the catchment area of the subject site are over capacity.
- At this time, enrollment space at KB Woodward Elementary School is addressed through portables and will continue to do so in the near future. The Ministry of Education, however, has approved funding to prepare feasibility studies to possibly construct a 200-capacity addition to the school to relieve short-term pressure.
- Portables are also used at Kwantlen Park Secondary School. The School District has requested a 300-capacity addition to relieve enrollment pressure and is awaiting Provincial funding.

## POLICY & BY-LAW CONSIDERATIONS

### Regional Growth Strategy

- The proposed development is compliant with the Urban Centres (Surrey Metro Centre) Land Use Designation of Metro Vancouver's Regional Growth Strategy (RGS).

### Official Community Plan

#### Land Use Designation

- The subject site is designated Multiple Residential in the OCP.
- The proposed development does not comply with the OCP. Therefore, the applicant has proposed an OCP Amendment to redesignate the subject site from "Multiple Residential" to "Central Business District".

### Amendment Rationale

- The subject site is located just outside of the "Central Business District" of Surrey's City Centre, as shown in Figure 16 of the OCP. The minimum permitted density in the "Central Business District" is 3.5 FAR, which is more consistent with the ultimate density of 3.9 FAR on the subject site when both Phases 1 and 2 are completed in the future.
- The site is also located near public transit options, including bus service along 104 Avenue, 132 Street and University Drive, as well as SkyTrain to the southeast. The Surrey Central SkyTrain Station is located about a 10 minute walk from the subject site.
- Based on these, there is merit to consider higher-density, multiple residential development on the subject site.
- The proposed development will be subject to Tier 2 Capital Project Community Amenity Contributions for the proposed increase in density. This is described in the Capital Projects CAC section of this report.
- The applicant is proposing to provide 115 rental units, which includes 20 student rental units.

### Public Consultation for Proposed OCP Amendment

- Pursuant to Section 475 of the Local Government Act, it was determined that it was not necessary to consult with any persons, organizations, or authorities with respect to the proposed OCP amendment, other than those contacted as part of the pre-notification process.

### Themes/Policies

- The proposed development is consistent with the following OCP Themes and Policies:
  - Growth Management
    - Accommodating Higher Density: Direct residential development into Surrey's City Centre at densities sufficient to encourage commercial development and transit services expansion.
  - Centres, Corridors and Neighbourhoods:
    - Dynamic City Centre: Concentrate the highest density of residential and mixed-use development within Surrey's City Centre in areas near existing and planned rapid transit stations.
    - Dynamic City Centre: Create an interconnected, short-block, finer-grained network of public streets and green lanes in Surrey's City Centre to support direct, pleasing, and safe pedestrian and cycle movements and to distribute traffic efficiently.
    - Healthy Neighbourhood: Plan and design urban neighbourhoods with sufficient densities to support a higher-quality transit system that is accessible to most residents.
    - Urban Design: Ensure a new development responds to the existing architectural character and scale of its surroundings, creating compatibility between adjacent sites and within neighbourhoods.

- Housing types: Support a balanced demographic community in City Centre by maintaining a diversity of housing types and unit sizes.
- Ecosystems
  - Energy, Emissions and Climate Resiliency: Design a community that is energy-efficient, reduces carbon emissions and adapts to a changing environment through a design that meets typical sustainable development criteria.

## Secondary Plans

### Land Use Designation

- The subject site is designated "Residential Mid to High Rise 2.5 FAR" in the City Centre Plan. The applicant is proposing to redesignate the site to "Residential Mid to High Rise 3.5 FAR" and to modify the road network to allow a wider north/south lane along the west property line.

### Amendment Rationale

- Although the proposed density on the subject site is higher than that prescribed in the City Centre Plan, the proposed residential tower will support and complement the Central Downtown District of the City Centre and will provide an appropriate transition from the higher density core to the east and the future medium-density residential developments directly to the west.
- The site is within a walking distance of 650 metres from the Surrey Central SkyTrain station. The proposed development conforms to the goal of achieving higher density development near public transit, particularly SkyTrain Stations.
- The proposed development will be subject to the Tier 2 Capital Plan Project CACs for proposed density greater than the Secondary Plan designation, as described in the Community Amenity Contribution section of this report.
- The applicant is proposing to provide 115 rental units, which is in demand in City Centre.

### Themes/Objectives

- The proposed development is consistent with the following guiding principles of the City Centre Plan:
  - Build Density and Mixed-Use, by providing a mix of commercial, office and residential space.
  - Encourage Housing Diversity, with a variety of unit types and sizes.
  - Create Vibrant Urban Space, with high quality architectural aesthetics and amenities such as plazas and street furniture to encourage people to interact with the public realm.

## CD By-law

- The applicant is proposing a "Comprehensive Development Zone (CD)" to accommodate a proposed 13-storey residential high-rise building (Phase 1) on the north half of the subject site, and a 16-storey residential high-rise building (Phase 2) on the south half in the future. The proposed CD Bylaw for the proposed development identifies the land uses, densities and setbacks proposed, and will have provisions based on the "Multiple Residential 135 Zone (RM-135)".
- A comparison of the density, lot coverage, setbacks, building height and permitted uses in the RM-135 Zone and the proposed CD Bylaw is illustrated in the following table:

Zoning	RM-135 Zone (Part 26)	Proposed CD Zone
<b>Unit Density:</b>	N/A	N/A
<b>Floor Area Ratio (net):</b>	2.50	4.6
<b>Lot Coverage:</b>	33%	40%
<b>Permitted Uses:</b>	<ul style="list-style-type: none"> <li>Multiple unit residential buildings</li> <li>Ground-oriented multiple unit residential buildings</li> <li>Child care centres</li> </ul>	<ul style="list-style-type: none"> <li>Multiple unit residential buildings</li> <li>Ground-oriented multiple unit residential buildings</li> </ul>
<b>Yards and Setbacks</b>	7.5 metres	North: 4.5 metres East: 5.4 metres South: 4.4 metres West: 4.4 metres
<b>Principal Building Height:</b>	N/A	42 metres (Block A) 52 metres (Block B)
<b>Amenity Space</b>		
Block A Indoor Amenity Outdoor Amenity	349 square metres 349 square metres	498 square metres 1,115 square metres
Block B Indoor Amenity Outdoor Amenity	476 square metres 476 square metres	486 square metres 1,490 square metres
<b>Parking (Part 5)</b>	<b>Required</b>	<b>Proposed</b>
<b>Number of Spaces</b>		
Block A Residential: Residential Visitor: Total:	104 <u>12</u> 116	86 <u>12</u> 98
Block B Residential: Residential Visitor: Total:	141 <u>16</u> 157	151 <u>19</u> 170

<b>Bicycle Spaces</b>		
Block A		
Residential Secure Parking:	138	153
Residential Visitor:	6	6
Block B		
Residential Secure Parking:	188	241
Residential Visitor:	6	6

- The proposed net floor area ratio (FAR) of the overall development is 4.6 and the lot coverage is proposed to be 40%, which will exceed the maximum 2.5 FAR and 33% lot coverage permitted under the RM-135 Zone. Given the site's location in City Centre and proximity to public transit options, the proposed density and proposed lot coverage is appropriate for the proposed development.
- The RM-135 Zone requires the setbacks to be 7.5 metres (25 ft.) or a minimum of 50% of the building height, whichever is greater. The applicant is proposing reductions for all setbacks in the CD By-law. The reduction in building setbacks is supportable as they allow for more active engagement of the streets, which is desirable for the City Centre area and consistent with the City Centre Plan design guidelines.
- The proposed indoor and outdoor amenity spaces for Phase 1 and 2 both meet or exceed the minimum required amenity space requirements of the CD Bylaw.
- The proposed residential parking for Phase 1 does not meet the minimum requirement as indicated in Part 5 of the Zoning Bylaw for City Centre. However, the proposed reduction can be supported given that there is rental component in Phase 1 and there will be Transportation Demand Management measures in place such as shared vehicles, shared vehicle memberships, additional and/or enhanced bicycle parking, bicycle maintenance facilities, and electric vehicle charging stations.

#### Proposed Variances

- The applicant is proposing the following variances:
  - to reduce the minimum west side yard setback of the proposed CD By-law from 4.4 metres to 2.2 metres, in order to retain the existing 3-storey apartment; and
  - to reduce the minimum parking requirement of the proposed CD By-law for the existing 3-storey apartment building from 41 to 26.
- The applicant proposed to retain the existing 3-storey rental building on the southern portion of the site for an undetermined period of time. As a result of the 6 metre lane dedication along the west property line, the existing building will be located 2.2 metres from the west lot line. This will be an interim condition, until such time as the existing rental building is redeveloped in the future as part of the Phase 2 development.

- Based on the minimum City Centre parking rate of 0.9 parking spaces per dwelling unit and 0.1 for visitor spaces, the parking requirement for the 41 units in the existing apartment building is 41. As part of Phase 1 of the development, the surface parking on the north portion of the site will be removed. The underground parking beneath the existing building will remain and can accommodate 26 parking spaces. Therefore, a variance is requested.
- The existing parking on the site is generally underutilized and there are a variety of transit options (bus, rapid bus and SkyTrain) in the area, which can justify a reduction in the parking. When the existing building is demolished in the future, the Phase 2 development is expected to comply with the parking rates of the CD By-law.
- Staff support the requested variance to proceed to Public Notification.

### **Capital Projects Community Amenity Contributions (CACs)**

- On December 16, 2019, Council approved the City's Community Amenity Contribution and Density Bonus Program Update (Corporate Report No. R224; 2019). The intent of that report was to introduce a new City-wide Community Amenity Contribution (CAC) and updated Density Bonus Policy to offset the impacts of growth from development and to provide additional funding for community capital projects identified in the City's Annual Five-Year Capital Financial Plan.
- The proposed development will be subject to the Tier 1 Capital Plan Project CACs and will provide \$1,000/unit, if final adoption of the Rezoning By-law is approved by December 31, 2020. The contribution rates will be introduced based on a three-phase schedule, with rates increasing as of January 1, 2021. The proposed development will be required to pay the rates that are applicable at the time of Building Permit issuance.
- The proposed development will be subject to the Tier 2 Capital Plan Project CACs for proposed density greater than the OCP and City Centre Plan designations.
- The applicant will be required to provide the per square foot flat rate for the gross floor area above the approved Secondary Plan. If approved by December 31, 2020, the rate will be \$20/sq.ft. The contribution rates will be introduced based on a three-phase schedule, with rates increasing as of January 1, 2021. The proposed development will be required to pay the rates that are applicable at the time of Rezoning Final Adoption and required to be paid prior to the issuance of the Building Permit.
- The applicant is providing 115 rental units in Phase 1 on the north portion of the site. These units will be exempt from Capital Plan Project CACs.

### **Public Art Policy**

- The applicant will be required to provide public art, or register a Restrictive Covenant agreeing to provide cash-in-lieu, at a rate of 0.5% of construction value, to adequately address the City's needs with respect to public art, in accordance with the City's Public Art Policy requirements. The applicant will be required to resolve this requirement for the market condo units in Phase 2, prior to consideration of Final Adoption.
- The proposed rental units in Phase 1 are exempt from this contribution.



### **Affordable Housing Strategy**

- On April 9, 2018, Council approved the City's Affordable Housing Strategy (Corporate Report No. Ro66; 2018) requiring that all new rezoning applications for residential development contribute \$1,000 per unit to support the development of new affordable housing. The funds collected through the Affordable Housing Contribution will be used to purchase land for new affordable rental housing projects.
- The applicant will be required to register a Section 219 Restrictive Covenant to address the City's needs with respect to the City's Affordable Housing Strategy as a condition of Final Adoption.
- The proposed 115 purpose-built rental units in Phase 1 are exempt from this contribution, provided they are secured with a Housing Agreement (for a minimum of 20 years).

#### City Policy O-61

#### (Rental Housing Redevelopment: Rental Replacement and Tenant Relocation Assistance)

- On April 9, 2018, Council approved Corporate Report No. Ro66; 2018 which outlined City Policy O-61 - Rental Housing Redevelopment: Rental Replacement and Tenant Relocation Assistance Policy as part of Surrey's Affordable Housing Strategy: A Focus on Rental Housing.
- The Surrey Affordable Housing Strategy includes specific strategies to prevent the loss of purpose-built rental housing and strengthen protection for tenants. The Rental Housing Redevelopment Policy (City Policy O-61) sets out requirements for redevelopment of purpose-built rental housing and provision of assistance to tenants when redevelopment occurs.
- There are currently 41 rental units in the existing 3-storey apartment building, which will remain on the subject site for an indefinite period of time. The development of Phase 1 (13-storey, 115-unit rental building) will not impact the existing building, and therefore there will be no loss in rental units at this time.
- The existing 3-storey apartment building will not be demolished until Phase 2 (16-storey, 157-unit market condo building) in the future. As part of the current rezoning however, a 'No-Build' restrictive covenant will be registered on the southern portion of the site to ensure that the requirements of City Policy O-61 (Rental Housing Redevelopment: Rental Replacement and Tenant Relocation Assistance) are met as part of the future detailed Development Permit for Phase 2.
- While some aspects of Policy O-61 can be delayed until Phase 2 of the development (i.e. the tenant relocation assistance requirements), the rental replacement requirements can be fulfilled as part of the current rezoning application.

- The following illustrates the rental replacement requirements and the applicant's response (Staff's comments in italics):
  - Redevelopment of a purpose-built rental site requires replacement of the existing rental units within the new development.
    - There are 41 rental units in the existing 3-storey apartment building on the subject site. Although the existing building will not be demolished as part of Phase 1, the applicant proposes to replace the future removal of these existing 41 rental units with 115 purpose-built 'affordable' rental units in Phase 1. Twenty (20) of the 115 units will be set aside for student rental housing.

*(The applicant is proposing 115 market rental units, exceeding the 41 rental units required to replace the number of existing rental units.)*
    - Replacement of purpose-built rental units shall include, at a minimum, the same number of total bedrooms as in the original development.
      - A total of 160 bedrooms will be provided in 115 rental units.

*(The applicant is proposing 160 bedrooms exceeding the requirement to replace the existing 64 bedrooms.)*
    - Replacement units are required to be 'affordable rental' for low to moderate income households, rented at a maximum of 10% below current Canadian Market and Housing Corporation (CMHC) average rents for the applicable unit size in the City of Surrey. Current average rental rates for Surrey are provided in CMHC's Rental Market Report: Vancouver CMA, which is released annually in the fall.
      - The applicant is proposing to replace the existing 41 rental units with 115 rental units. However, the applicant indicates that the recommendations of City Policy O-61 to provide new replacement units at 10% below CMHC rental rates represents an undue burden on this new development. The applicant has advised that these reduced rental rates would have an impact on their construction financing and result in an unviable project.

*(The applicant acknowledges that the proposed affordable housing rental rates do not comply with Policy O-61 but has opted to proceed as proposed and not consider providing any rental units that meet City Policy O-61.)*
    - Affordable rental replacement rental units shall be secured as rental with a Housing Agreement. In addition to tenure, the Housing Agreement shall specifically target households (low to moderate income households, with reference to BC Housing's Housing Income Limits), rental rates, and administration and management of the units, and the requirement of annual reporting to the City on the operations of the affordable rental replacement units.

- All 115 proposed rental units will be secured with a Housing Agreement for a period of 20 years. The applicant will submit the Housing Agreement, which will be forwarded to Council for consideration in the near future and prior to final adoption of the subject Rezoning application.
- The affordable rental replacement units must be managed by a non-profit organization or a nonprofit / social enterprise property management firm as approved by the City.
  - The management of market rate rental homes falls outside the typical area of specialization of non-profit property management firms. The applicant's company, which has experience managing rental buildings, will operate the new rental building.
- Replacement rental units shall be located on the same development site as the original units. In special cases, replacement units off-site may be considered, at a location in the same neighbourhood.
  - All proposed replacement units are to be located on the same development site as the original units at 13245 – 104 Avenue.
- A proposal acceptable to the City shall be provided by the Proponent with the development application. The proposal shall outline how the Proponent's application meets the rental replacement requirements of the Policy.
  - *(The applicant submitted an updated program on August 31, 2020. (See Appendix X - Tenant Assistance Program.)*
- In accordance with Policy O-61, the applicant has been proactive and has taken the following actions even though they are part of Phase 2 of the development:
  - Tenants will be given the opportunity to rent a unit (Right of First Refusal) in the 13-storey rental building (Phase 1), when completed;
  - Appointed their current Property Support Manager as their Tenant Relocation Coordinator to facilitate communications with the tenants throughout the development proposal process;
  - Drafted a Tenant Relocation and Assistance Plan (Appendix X) that outlines potential financial compensation, relocation assistance and right of first refusal; and
  - Drafted a preliminary Communications Plan illustrating the development approval process and when and how residents are notified of the process and opportunities for input.
- The proposal is deemed to partially comply with the rental replacement requirements of City Policy O-61, and therefore staff are supportive of the proposal proceeding to a Public Hearing.

## PUBLIC ENGAGEMENT

- Pre-notification letters were sent on May 7, 2020, and the Development Proposal Signs were installed on May 6, 2020. Staff received four (4) responses from nearby residents / property owners, with four (4) of the respondents requesting additional information. The information was provided, and no follow-up was required. The following comments/concerns were expressed by the other respondents (with staff comments in *italics*):
- Two residents wanted some additional information about the proposed development, as they were not familiar with the process and were worried that they needed to move immediately.

*(Staff provided information regarding the development process and also explained that the applicant must provide a tenant relocation and replacement program as per City Policy O-61, which includes providing assistance to relocate. It was also mentioned that the existing 3-storey apartment, where they reside, will remain for an undetermined period of time and is not part of the current Phase 1 development.)*

- Another resident requested additional information about the development, but when staff called the respondent back, the telephone number was out of service.
- A property owner in the area expressed the following concerns:
  - the proposed development will place greater stress on the parks and open space in the neighbourhood;
  - all of the new high-rises will obstruct the views of existing buildings in the area and will devalue these properties, and
  - the development will place more pressure on the parking in the area.

*(Staff provided the following comments/information to the respondent:*

- *Each development is required to provide indoor and outdoor amenity space. The amenity spaces for the subject development will exceed the minimum requirement;*
- *Property values are evaluated by BC Assessment, but trends in the Lower Mainland including Surrey, have shown a level or increase in property values; and*
- *Underground parking will be provided for the residents of the proposed development. The site also close to bus transit service and SkyTrain.)*

## Form and Character Development Permit Requirement

- The proposed development is subject to a Development Permit (DP) for Form and Character and is also subject to the urban design guidelines in the City Centre Plan.
- The proposed development generally complies with the Form and Character Development Permit guidelines in the OCP and the design guidelines in the City Centre Plan.

- The proposed development includes two high-rise residential towers (13-storey rental and 16-storey market condo). The current development application includes a detailed DP for the 13-storey building (Phase 1) and a General DP for the entire site. A detailed DP will be submitted in the future for the 16-storey building (Phase 2) on the southern portion of the site.
- The applicant has worked with staff to develop a design that incorporates City Centre urban design guidelines and principles, namely, the tower and podium placements and height, and street and lane interfaces have been well-developed for the entire site (Phase 1 and 2).
- Furthermore, staff has worked closely with the applicant to ensure the appropriate tower separation within site, and to the neighbouring sites in the area.
- The proposed development received 'support' from the Advisory Design Panel (ADP) at the April 30, 2020 ADP meeting, and the applicant has done well in addressing most of the Advisory Design Panel (ADP) comments (Appendix VIII). Any outstanding post-ADP comments will be completed to the satisfaction of the City Architect, prior to final adoption of the subject rezoning.

#### Detailed DP (Phase 1)

- The proposal includes a 6-storey podium with strong street-oriented units along the new north/south lane (west lot line) and the east/west lane (north lot line). The ground-level units have individual entries and low-level planting, which actively engage with the street and provide a strong urban edge and active street wall.
- The east side of the tower (levels 7 to 13) is angled, which provides a unique building design.
- Brick, metal panels and spandrel glass are proposed as exterior materials to add more visual interest to the public realm.
- Massing articulation is made more pronounced with the use of exterior wood panel application at form recesses, and at notable soffit surfaces. The building form has contrasting light/dark material treatments and are separated by a deep reveal created through an inset balcony on the north facade. These relate to the conceptual idea of breaking down the massing of the project through materiality, contrasting tones and deep breaks or reveals.
- The two proposed buildings (Phase 1 and Phase 2) are essentially located on opposite corners, framing the site, and with coordination with the easterly development site (File No. 7918-0393-00) will create a full-block development with a large central open space and courtyard.

#### Landscaping

- The landscape design is centered around the interaction between public and private space embracing the idea that permeable landscape encourages activity and living in an informal and organic manner that is safe and well used.
- Along the lane interfaces, landscaping treatments consist of hardscaping and planters.

- The ground floor residential interface along the lanes (west and north lot lines) consist of landscaped front yards separated from the public realm by planter boxes, providing a sense of privacy while still maintaining "eyes on the street".

### Indoor Amenity

#### *Rental Building (Phase 1)*

- Based upon the City's Zoning By-law requirement, the applicant is required to provide 349 square metres of indoor amenity space to serve the residents of the proposed 115 rental units. The applicant is currently providing 498 square metres of indoor amenity space, which exceeds the minimum requirement.
- The proposed indoor amenity is divided into three (3) areas of the building as follows:
  - Ground level: this space is located at the southeast corner of the building adjacent to the outdoor amenity space. The indoor amenity space includes a gym and social lounge;
  - Level 7: a large lounge and dining area is adjacent to an outdoor amenity space; and
  - Level 13 rooftop: a large lounge and meeting area with a full kitchen is proposed. An outdoor deck area is located off of the indoor amenity space.

#### *Market Condo Building (Phase 2)*

- Based upon the City's Zoning By-law requirement, the applicant is required to provide 476 square metres of indoor amenity space to serve the residents of the proposed 157 market condo units. The applicant is currently providing 486 square metres of indoor amenity space, which exceeds the minimum requirement.
- The proposed indoor amenity is divided into three (3) areas of the building as follows:
  - Ground level: this space includes a yoga space, gym, meeting room and a lounge/dining area;
  - Level 7: a social lounge and dining area that is adjacent to a large outdoor amenity space; and
  - Level 16: a lounge and meeting space located adjacent to an outdoor deck.

### Outdoor Amenity

#### *Rental Building (Phase 1)*

- The applicant proposes 1,115 square metres of outdoor amenity space, which exceeds the minimum 349 square metres required as per the Zoning By-law.
- The proposed outdoor amenity space is divided into three (3) areas, as follows:
  - Ground level: a children's play space;
  - Level 7: an outdoor lounging area; and
  - Level 13: a large outdoor deck area with seating and a BBQ area.

*Market Condo Building (Phase 2)*

- The applicant proposes 1,490 square metres of outdoor amenity space, which exceeds the minimum 476 square metres required as per the Zoning By-law.
- Similar to the rental building, the proposed outdoor amenity space is divided into three (3) areas, as follows:
  - Ground level: a large patio with seating, trees, and landscaping along the east side of the building;
  - Level 7: a large patio area with seating and a BBQ area, as well as a children’s play space; and
  - Level 16: an outdoor deck area with seating.
- A future detailed DP will be submitted in the future, which will finalize the programming for the amenity spaces in the market condo building (Phase 2).

**TREES**

- Francis Klimo, ISA Certified Arborist of Klimo & Associates prepared an Arborist Assessment for the subject property. The following table provides a summary of the tree retention and removal by tree species:

**Table 1: Summary of Tree Preservation by Tree Species:**

Tree Species	Existing	Remove	Retain
<b>Deciduous Trees</b> (excluding Alder and Cottonwood Trees)			
Cherry	2	2	0
Common Hazel	2	2	0
English Oak	1	1	0
Mountain Ash	1	1	0
Red Maple	8	8	0
White Willow	1	1	0
<b>Coniferous Trees</b>			
Colorado Spruce	2	2	0
Douglas Fir	3	3	0
Norway Spruce	2	2	0
Western Hemlock	4	4	0
<b>Total (excluding Alder and Cottonwood Trees)</b>	<b>26</b>	<b>26</b>	<b>0</b>
<b>Total Replacement Trees Proposed</b> (excluding Boulevard Street Trees)		<b>37</b>	
<b>Total Retained and Replacement Trees</b>		<b>37</b>	
<b>Contribution to the Green City Program</b>		<b>\$6,000</b>	

- The Arborist Assessment states that there is a total of 26 mature trees on the site. None of them are Alder and Cottonwood trees. It was determined that no trees can be retained as part of this development proposal. The proposed tree retention was assessed taking into consideration the location of services, building footprints and road dedication.
- The applicant also proposes to remove one (1) off-site tree located on the property to the west (13231 – 104A Avenue).
- For those trees that cannot be retained, the applicant will be required to plant trees on a 2 to 1 replacement ratio for all trees. This will require a total of 52 replacement trees on the site. Since only 37 replacement trees can be accommodated on the site, the deficit of 15 replacement trees will require a cash-in-lieu payment of \$6,000, representing \$400 per tree, to the Green City Program, in accordance with the City's Tree Protection By-law.
- The new trees on the site will consist of a variety of trees including aspen, maple, ironwood, spruce, and magnolia.

## CITY ENERGY

- The subject site is located within Service Area A, as defined in the "City Centre District Energy System By-law" (see Appendix IX for location). The District Energy System consists of three primary components:
  - community energy centres, City-operated facilities that generate thermal energy for distribution through a piped hot water network;
  - distribution piping that links the community energy centres with buildings connected to the system; and
  - City-owned energy transfer stations (ETS) located within the building connected to the system. The ETS transfers heat energy from the distribution system to the building's mechanical system and is used to meter the amount of energy used.
- All new developments within Service Area A with a build-out density equal to or greater than a floor area ratio (FAR) of 1.0 will be required to provide hydronic thermal energy systems in support of the City's District Energy (DE) system including domestic hot water, make-up air units and in-suite hydronic space heating. The City is committed to having the DE system operational within the timeframe of this project. Therefore, the subject application will be required to connect to the City's DE system prior to occupancy.
- In order to avoid conflicts between the District Energy System and other utilities, the location of the ETS and related service connections are confirmed by Engineering and the applicant at the servicing agreement stage. The Engineering Department also requires the applicant to register a statutory right-of-way and Section 219 Restrictive Covenant over the subject site for the following purposes:
  - City access to, and maintenance and operation of, the ETS within the building and any infrastructure between the building and the property line; and



- to prevent conflicts with other utilities.
- Prior to the issuance of a building permit, the Engineering Department will confirm that the applicant has met the requirements of the "City Centre District Energy System By-law".

### INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Site Plan, Building Elevations, Landscape Plans and Perspective
Appendix II.	Engineering Summary
Appendix III.	School District Comments
Appendix IV.	Summary of Tree Survey and Tree Preservation
Appendix V.	City Centre Plan Amendment
Appendix VI.	OCP Redesignation Map
Appendix VII.	Aerial Photos
Appendix VIII.	ADP Comments and Response
Appendix IX.	District Energy Service Area Map
Appendix X.	Tenant Assistance and Relocation Program
Appendix XI.	Development Variance Permit No. 7918-0443-00

*approved by Ron Gill*

Jean Lamontagne  
General Manager  
Planning and Development

DN/cm







**AREA SUMMARY - PHASE 2**

FLOOR LEVEL	# OF STOREYS	a		b		c		d		e=a+b+c		f=a+b	
		RESIDENTIAL	COMMON	AMENITY ID	AMENITY OD	GROSS AREA (BUILDABLE)	TOTAL F.A.R. AREA						
		sqft	m2	sqft	m2	sqft	m2	sqft	m2	sqft	m2	sqft	m2
LEVEL 1	1	7,438.2 sq ft	691.03 m2	3,456.5 sq ft	321.12 m2	2,277.2 sq ft	211.56 m2	5,255.5 sq ft	488.25 m2	13,171.9 sq ft	1,223.71 m2	10,894.7 sq ft	1,012.15 m2
LEVEL 2	1	10,296.0 sq ft	956.53 m2	1,948.6 sq ft	181.03 m2	.0 sq ft	.0 m2	.0 sq ft	.0 m2	12,244.6 sq ft	1,137.56 m2	12,244.6 sq ft	1,137.56 m2
LEVEL 3	1	11,207.3 sq ft	1,041.19 m2	1,926.0 sq ft	178.93 m2	.0 sq ft	.0 m2	.0 sq ft	.0 m2	13,133.3 sq ft	1,220.12 m2	13,133.3 sq ft	1,220.12 m2
LEVEL 4	1	11,733.8 sq ft	1,090.11 m2	1,926.0 sq ft	178.93 m2	.0 sq ft	.0 m2	.0 sq ft	.0 m2	13,659.8 sq ft	1,269.04 m2	13,659.8 sq ft	1,269.04 m2
LEVEL 5	1	11,733.7 sq ft	1,090.10 m2	1,926.0 sq ft	178.93 m2	.0 sq ft	.0 m2	.0 sq ft	.0 m2	13,659.7 sq ft	1,269.03 m2	13,659.7 sq ft	1,269.03 m2
LEVEL 6	1	11,733.8 sq ft	1,090.11 m2	1,926.0 sq ft	178.93 m2	.0 sq ft	.0 m2	.0 sq ft	.0 m2	13,659.8 sq ft	1,269.04 m2	13,659.8 sq ft	1,269.04 m2
LEVEL 7	1	3,456.2 sq ft	321.09 m2	1,134.0 sq ft	105.35 m2	1,529.6 sq ft	142.10 m2	7,278.8 sq ft	676.22 m2	6,119.7 sq ft	568.54 m2	4,590.2 sq ft	426.44 m2
LEVEL 8-15	TYP	5,357.5 sq ft	497.73 m2	940.9 sq ft	87.41 m2	.0 sq ft	.0 m2	.0 sq ft	.0 m2	6,298.4 sq ft	585.14 m2	6,298.4 sq ft	585.14 m2
LEVEL 8-15	8	42,860.2 sq ft	3,981.84 m2	7527.0 sq ft	699.28 m2	.0 sq ft	.0 m2	.0 sq ft	.0 m2	50,387.2 sq ft	4,681.12 m2	50,387.2 sq ft	4,681.12 m2
LEVEL 16	1	0	0	718.1 sq ft	66.71 m2	1,424.2 sq ft	132.31 m2	3,504.8 sq ft	325.61 m2	0	0	718.1 sq ft	66.71 m2
ROOF				678.9 sq ft	63.07 m2	.0 sq ft	.0 m2	.0 sq ft	.0 m2	.0 sq ft	.0 m2	678.9 sq ft	63.07 m2
<b>TOTAL</b>		<b>110,459.2 sq ft</b>	<b>10,262.0 m2</b>	<b>23,166.9 sq ft</b>	<b>2,152.28 m2</b>	<b>5,230.9 sq ft</b>	<b>485.97 m2</b>	<b>16,039.1 sq ft</b>	<b>1,490.08 m2</b>	<b>136,036.0 sq ft</b>	<b>12,638.16 m2</b>	<b>133,626.2 sq ft</b>	<b>12,414.28 m2</b>
% OF GROSS AREA		81.2%		17.0%		3.8%		11.8%		100.0%		98.2%	
% OF F.A.R. AREA EFFICIENCY		82.7%		17.3%		3.9%		12.0%		101.8%		100.0%	81.2%

**SUITE SUMMARY-PHASE 2**

FLOOR LEVEL	# OF STOREYS	FLOOR TO FLOOR HT.	STUDIO	1 BED UNITS	1 BED + DEN UNITS		2 BED UNITS	2 BED + DEN UNITS		3 BEDROOM UNITS	TOWNHOUSE UNITS	TOTAL
					1B	1BD		2B	2BD			
LEVEL 1	1	-	0	5	0	3	0	0	0	4	12	
LEVEL 2	1	-	1	5	1	3	1	1	1	4	12	
LEVEL 3	1	-	1	10	1	4	1	1	1	1	18	
LEVEL 4	1	-	1	8	3	4	1	1	1	1	18	
LEVEL 5	1	-	1	8	3	4	1	1	1	1	18	
LEVEL 6	1	-	1	8	3	4	1	1	1	1	18	
LEVEL 7	1	-	0	1	2	1	0	1	1	0	5	
LEVEL 7	TYP	-	0	1	2	3	0	1	1	0	7	
LEVEL 8-15	8	-	0	8	16	24	0	8	8	0	56	
ROOF LEVEL	0	0									0	
<b>TOTAL</b>	<b>41</b>		<b>5</b>	<b>53</b>	<b>29</b>	<b>47</b>	<b>5</b>	<b>14</b>	<b>4</b>	<b>4</b>	<b>157</b>	
%			3%	34%	18%	30%	3%		3%		100%	

**PARKING REQUIRED**

PHASE 2		REQUIRED*	PROPOSED*
<b>PHASE 1</b>			
<b>RESIDENTIAL PARKING</b>	# OF UNITS	RATIOS	TOTAL
STUDIOS	9	0.7	6.3
1 BEDROOM UNITS	49	0.7	34.3
2 OR MORE BEDROOM DWELLING UNITS	57	0.7	39.9
<b>SUBTOTAL</b>	<b>115</b>		<b>81</b>
<b>VISITOR PARKING</b>			
EVERY DWELLING UNIT	115	0.1	12
<b>PHASE 1 TOTAL</b>			<b>93</b>
*VARIANCE REQUIRED: PROPOSED RENTAL RESIDENT PARKING RATE REDUCTION TO 0.7/UNIT			
<b>PHASE 2</b>			
<b>RESIDENTIAL PARKING</b>	# OF UNITS	RATIOS	TOTAL
STUDIOS	5	0.9	4.5
JUNIOR 1 BEDROOM UNITS	0	0.9	0.0
1 BEDROOM UNITS	82	0.9	73.8
2 OR MORE BEDROOM DWELLING UNITS	70	0.9	63.0
<b>SUBTOTAL</b>	<b>157</b>		<b>141</b>
<b>VISITOR PARKING</b>			
EVERY DWELLING UNIT	157	0.1	16
<b>PHASE 2 TOTAL</b>			<b>157</b>
<b>PROJECT TOTAL</b>			
<b>TOTAL</b>			<b>250</b>
<b>PHASE 1</b>		<b>REQUIRED*</b>	<b>PROPOSED*</b>
<b>SMALL CAR SPACES</b>	MAX 35%	30	2
<b>ACCESSIBLE STALLS</b>	MIN 2%	2	3
<b>PHASE 2</b>		<b>REQUIRED*</b>	<b>PROPOSED*</b>
<b>SMALL CAR SPACES</b>	MAX 35%	55	4
<b>ACCESSIBLE STALLS</b>	MIN 2%	4	4



**13245 104 AVENUE**  
WEST FRASER HOLDINGS LTD.  
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**PROJECT INFORMATION (PHASE 2)**









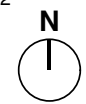
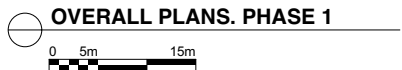
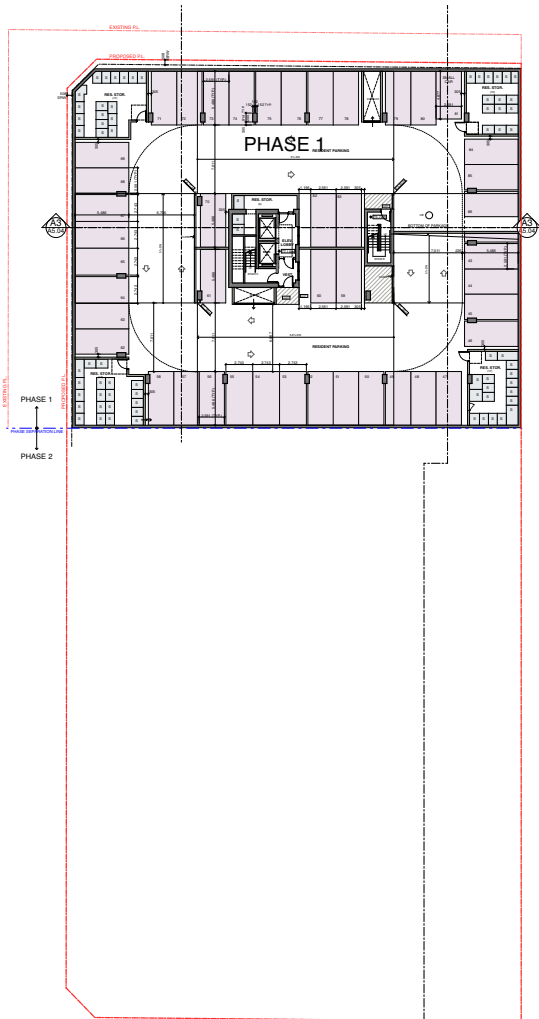
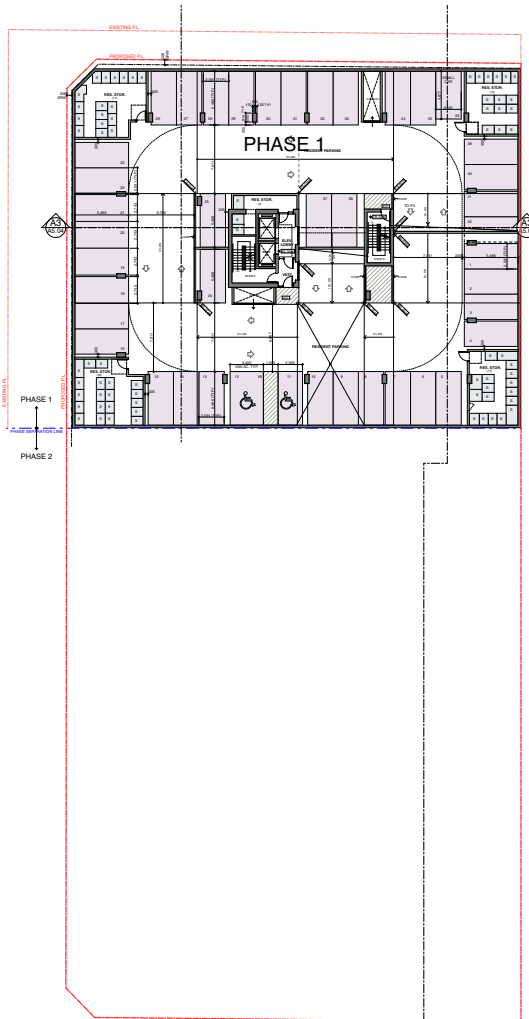
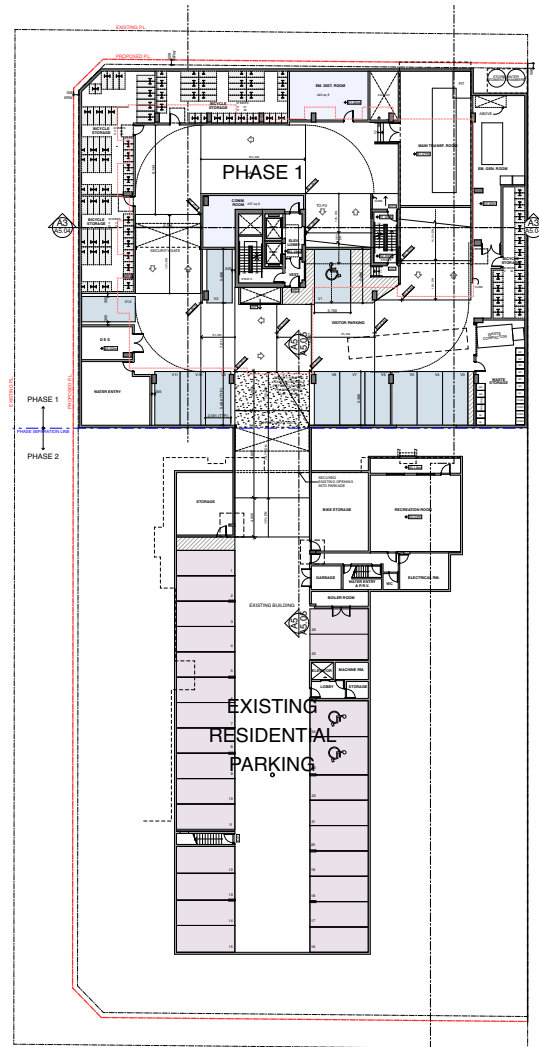


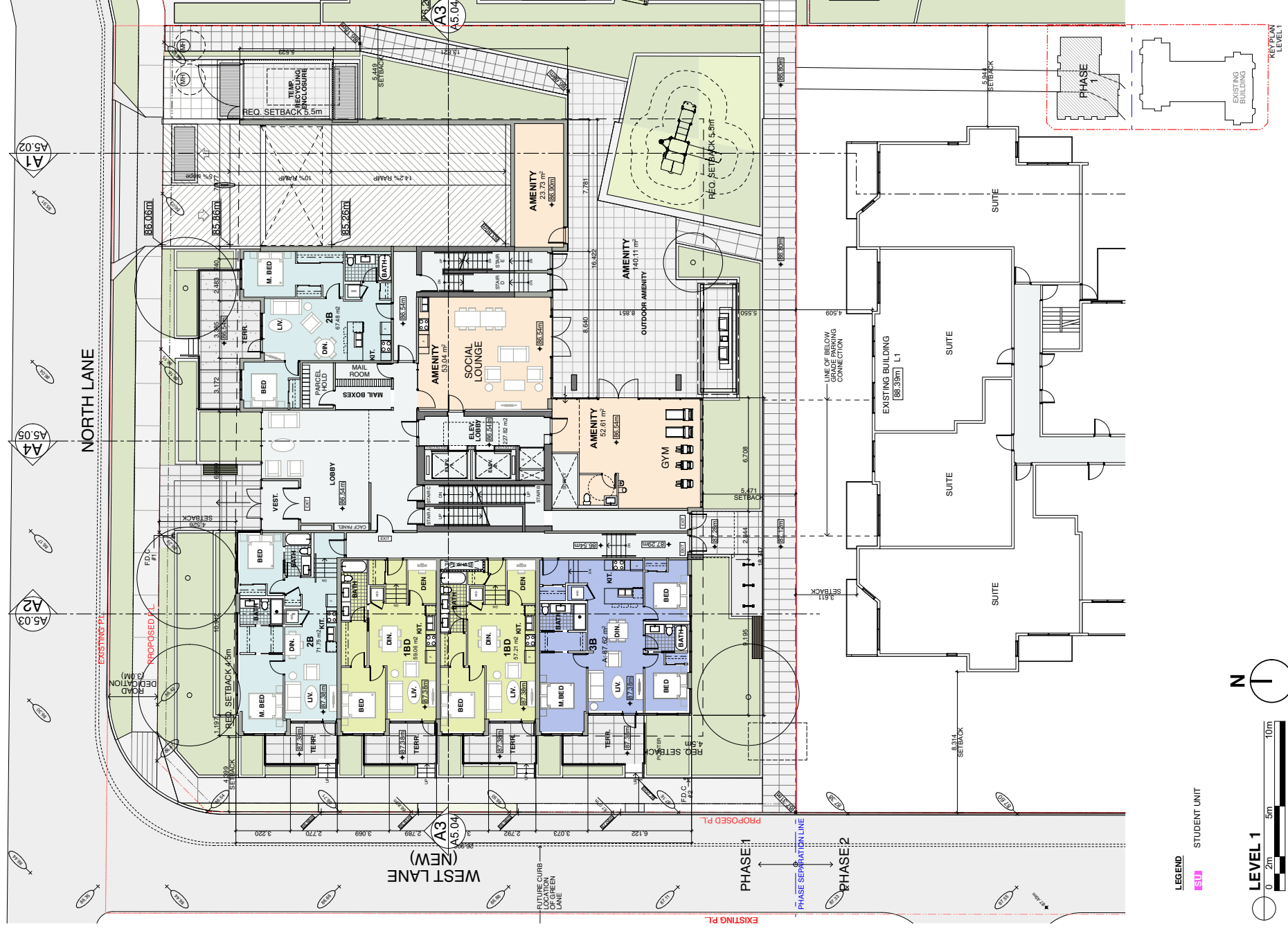
NO.	DATE	DESCRIPTION
1	2024-08-01	ISSUED FOR PERMITTING
2	2024-07-15	REVISED PER COMMENTS
3	2024-07-01	ISSUED FOR PERMITTING
4	2024-06-15	REVISED PER COMMENTS
5	2024-06-01	ISSUED FOR PERMITTING
6	2024-05-15	REVISED PER COMMENTS
7	2024-05-01	ISSUED FOR PERMITTING
8	2024-04-15	REVISED PER COMMENTS
9	2024-04-01	ISSUED FOR PERMITTING
10	2024-03-15	REVISED PER COMMENTS
11	2024-03-01	ISSUED FOR PERMITTING
12	2024-02-15	REVISED PER COMMENTS
13	2024-02-01	ISSUED FOR PERMITTING
14	2024-01-15	REVISED PER COMMENTS
15	2024-01-01	ISSUED FOR PERMITTING

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NO.	DATE	DESCRIPTION
1	2024-08-01	ISSUED FOR PERMITTING
2	2024-07-15	REVISED PER COMMENTS
3	2024-07-01	ISSUED FOR PERMITTING
4	2024-06-15	REVISED PER COMMENTS
5	2024-06-01	ISSUED FOR PERMITTING
6	2024-05-15	REVISED PER COMMENTS
7	2024-05-01	ISSUED FOR PERMITTING
8	2024-04-15	REVISED PER COMMENTS
9	2024-04-01	ISSUED FOR PERMITTING
10	2024-03-15	REVISED PER COMMENTS
11	2024-03-01	ISSUED FOR PERMITTING
12	2024-02-15	REVISED PER COMMENTS
13	2024-02-01	ISSUED FOR PERMITTING
14	2024-01-15	REVISED PER COMMENTS
15	2024-01-01	ISSUED FOR PERMITTING

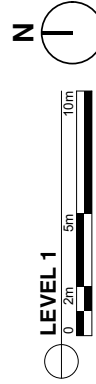




NORTH LANE

WEST LANE (NEW)

LEGEND  
 STUDENT UNIT



LEVEL 1  
 0 2m 5m 10m

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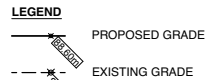
1311-1325 Fraser Street  
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WEST FRASER DEVELOPMENTS LTD.

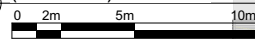
PHASE 1 - LEVEL 1  
 A3.13

**EXTERIOR FINISH SCHEDULE**

1. GLAZING IN ALUMINUM WINDOW WALL
  - 1 TYPICAL VIEW GLASS: Match Guardian AG 43
  - FRAME - SILVER: Match Starline Grey Metallic AAMA 2605
2. SPANDREL IN ALUMINUM FRAME
  - 2 a GLASS - WHITE: Match OpaciCoat #0-1619 Snow Angel
  - 2 b WOOD TONE: Match AL13 BEACH OAK
3. PAINTED CONCRETE
  - EYEBROWS & BALCONY SLABS - GREY: Match General Paint CL 3162W Ivanhoe
  - UPSTANDS & PLANTERS - GREY: Match General Paint CL 3162W Ivanhoe
  - 3b- SOFFITS - WHITE: Match General Paint CL 3211W Wash Basin
4. ALUMINUM CURTAINWALL
  - GLASS: Match Guardian AG 43
  - FRAME - SILVER: Clear Anodized
5. METAL LOUVRES & MISCELLANEOUS METALS
  - Match associated wall system colour
6. ALUMINUM GUARDRAILS
  - GLASS: Clear
  - FRAME - SILVER: Match WINDOW FRAME
  - 6b ACCENT - 'CH': CHARCOAL
  - 6c ACCENT - 'WH': TRANSLUCENT
  - 6d ACCENT - 'SL': SILVER
  - 6e METAL PICKETS - MATCH Starline Grey Metallic AAMA 2605
7. PRIVACY SCREEN
  - 7a-GLASS: Clear with White Translucent Laminated Interlayer (Match Lami Glass Pure White)
  - FRAME - SILVER: Match Window Frame
  - 7b- PERFORATED METAL- SILVER: Match Window Frame. PATTERN TBD
8. METAL PANEL
  - TYPICAL - CHARCOAL
  - 8b TYPICAL - SILVER
  - 8c - WHITE
9. BRICK
  - 9w WHITE: Spice White Modular or similar
  - 9b BLACK: Manganese Ironspot or similar
10. SOFFIT
  - WOOD TONE FINISH
11. GLAZED CANOPIES
  - GLASS: Clear with White Translucent Laminated Interlayer
  - PAINTED STEEL - SILVER: Match Window Frame
12. VERTICAL METAL PICKETS
  - TYPICAL - SILVER
  - 12b INCLUDES PERFORATED MESH SCREEN BEHIND
13. COLOURED GLASS ACCENTS
  - 13a AZURE BLUE
  - 13b ROBIN EGG BLUE
14. VERTICAL SCREEN
  - STAMPED METAL SCREEN
  - FINISH TO MATCH 8b



**NORTH ELEVATION (PHASE 1)**



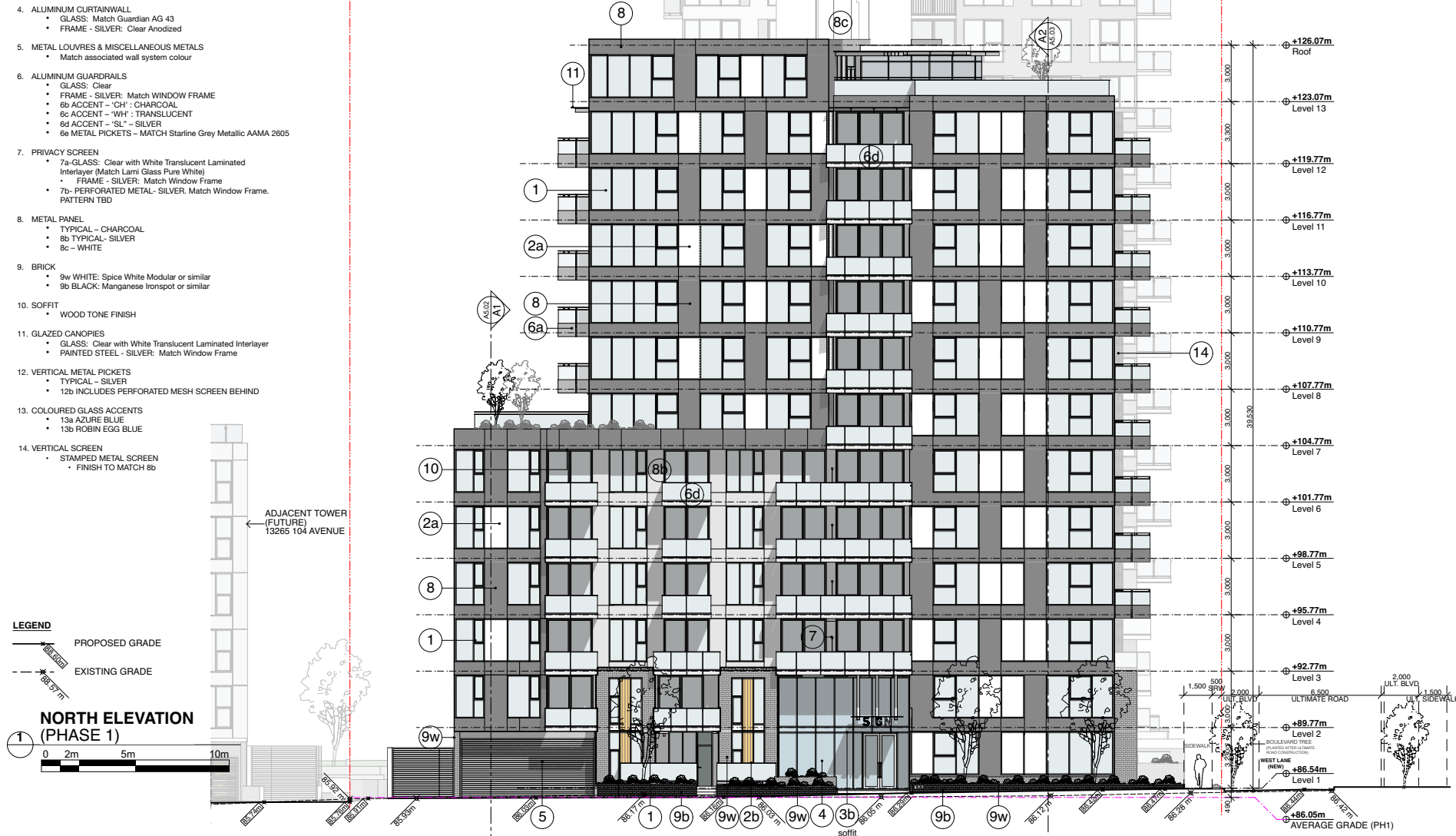
← ADJACENT TOWER (FUTURE) 13265 104 AVENUE

PROPERTY LINE

PROPERTY LINE

PHASE 2 BEHIND (SEE A11.03 FOR FULL ELEVATION)

PHASE 1



NO.	REVISION	DATE
1	ISSUED FOR PERMIT	2024-08-28
2	ISSUED FOR PERMIT	2024-08-28
3	ISSUED FOR PERMIT	2024-08-28
4	ISSUED FOR PERMIT	2024-08-28
5	ISSUED FOR PERMIT	2024-08-28
6	ISSUED FOR PERMIT	2024-08-28
7	ISSUED FOR PERMIT	2024-08-28
8	ISSUED FOR PERMIT	2024-08-28
9	ISSUED FOR PERMIT	2024-08-28
10	ISSUED FOR PERMIT	2024-08-28
11	ISSUED FOR PERMIT	2024-08-28
12	ISSUED FOR PERMIT	2024-08-28
13	ISSUED FOR PERMIT	2024-08-28
14	ISSUED FOR PERMIT	2024-08-28
15	ISSUED FOR PERMIT	2024-08-28
16	ISSUED FOR PERMIT	2024-08-28
17	ISSUED FOR PERMIT	2024-08-28
18	ISSUED FOR PERMIT	2024-08-28
19	ISSUED FOR PERMIT	2024-08-28
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26	ISSUED FOR PERMIT	2024-08-28
27	ISSUED FOR PERMIT	2024-08-28
28	ISSUED FOR PERMIT	2024-08-28
29	ISSUED FOR PERMIT	2024-08-28
30	ISSUED FOR PERMIT	2024-08-28
31	ISSUED FOR PERMIT	2024-08-28
32	ISSUED FOR PERMIT	2024-08-28
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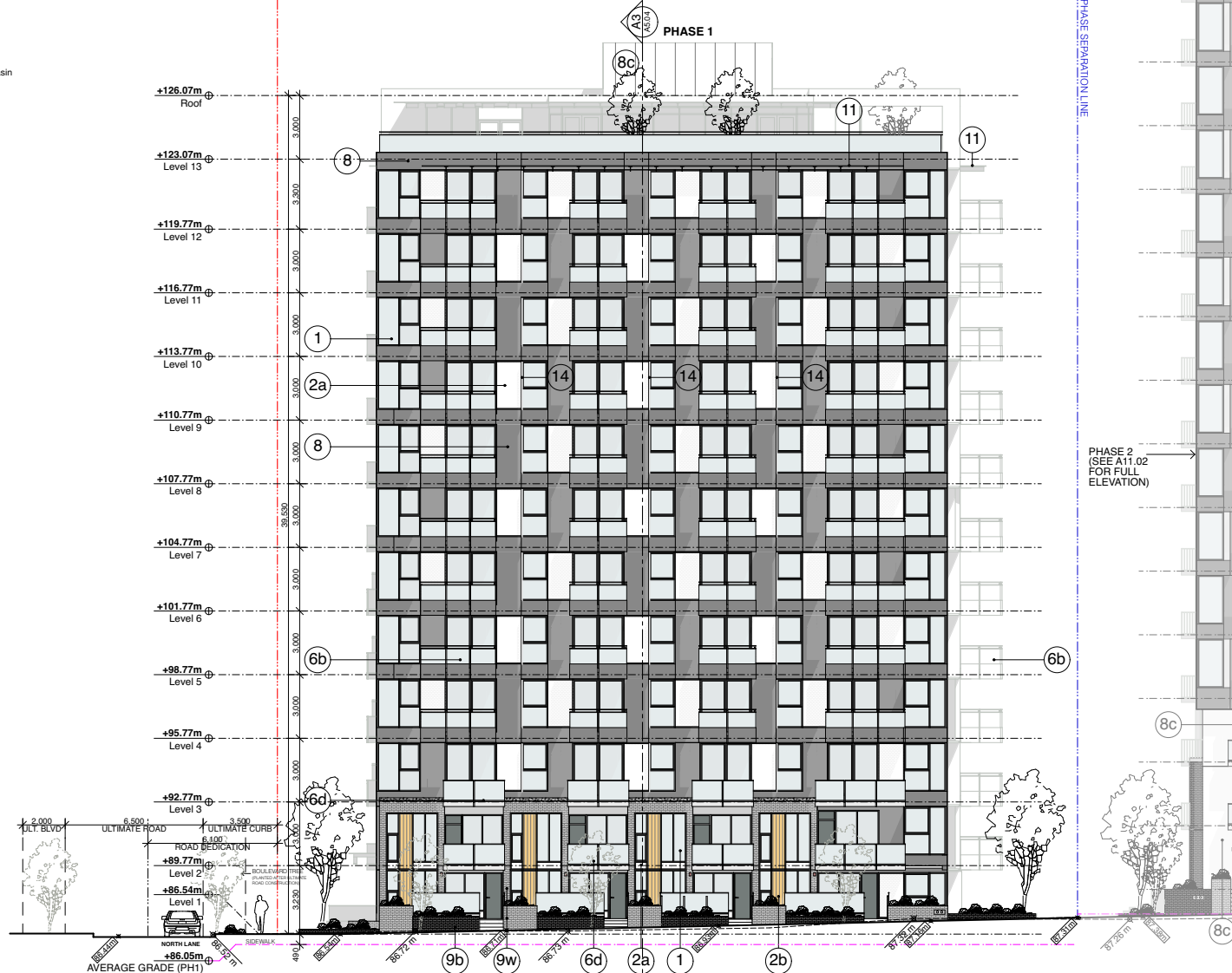
**bingham+hill architects**  
221-1444 Avenue Crescent  
Vancouver, British Columbia  
Canada V6G 2A7  
Tel: (604) 684-2224  
Fax: (604) 684-2223  
www.binghamhill.ca

**EXTERIOR FINISH SCHEDULE**

1. GLAZING IN ALUMINUM WINDOW WALL
  - 1 TYPICAL VIEW GLASS: Match Guardian AG 43
  - FRAME - SILVER: Match Starline Grey Metallic AAMA 2605
2. SPANDREL IN ALUMINUM FRAME
  - 2 a GLASS - WHITE: Match OpaciCoat #0-1619 Snow Angel
  - 2b WOOD TONE: Match AL13 BEACH OAK
3. PAINTED CONCRETE
  - EYEBROWS & BALCONY SLABS - GREY: Match General Paint CL 3162W Ivanhoe
  - UPSTANDS & PLANTERS - GREY: Match General Paint CL 3162W Ivanhoe
  - 3b- SOFFITS - WHITE: Match General Paint CL 3211W Wash Basin
4. ALUMINUM CURTAINWALL
  - GLASS: Match Guardian AG 43
  - FRAME - SILVER: Clear Anodized
5. METAL LOUVRES & MISCELLANEOUS METALS
  - Match associated wall system colour
6. ALUMINUM GUARDRAILS
  - GLASS: Clear
  - FRAME - SILVER: Match WINDOW FRAME
  - 6b ACCENT - 'CH': CHARCOAL
  - 6c ACCENT - 'WH': TRANSLUCENT
  - 6d ACCENT - 'SL': SILVER
  - 6e METAL PICKETS - MATCH Starline Grey Metallic AAMA 2605
7. PRIVACY SCREEN
  - 7a-GLASS: Clear with White Translucent Laminated Interlayer (Match Lami Glass Pure White)
  - FRAME - SILVER: Match Window Frame
  - 7b- PERFORATED METAL- SILVER, Match Window Frame. PATTERN TBD
8. METAL PANEL
  - TYPICAL - CHARCOAL
  - 8b TYPICAL- SILVER
  - 8c - WHITE
9. BRICK
  - 9w WHITE: Spice White Modular or similar
  - 9b BLACK: Manganese Ironspot or similar
10. SOFFIT
  - WOOD TONE FINISH
11. GLAZED CANOPIES
  - GLASS: Clear with White Translucent Laminated Interlayer
  - PAINTED STEEL - SILVER: Match Window Frame
12. VERTICAL METAL PICKETS
  - TYPICAL - SILVER
  - 12b INCLUDES PERFORATED MESH SCREEN BEHIND
13. COLOURED GLASS ACCENTS
  - 13a AZURE BLUE
  - 13b ROBIN EGGS BLUE
14. VERTICAL SCREEN
  - STAMPED METAL SCREEN
  - FINISH TO MATCH 8b

- LEGEND**
- PROPOSED GRADE
  - EXISTING GRADE

**1 WEST ELEVATION (PHASE 1)**



NO.	REVISION	DATE
1	ISSUED FOR PERMIT	2024-08-28
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201-444-4444  
1000-1000 Street  
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www.bingham-hill.ca









NEIGHBOURHOOD SITE PLAN - PHASE 2



Scale	1:200
Sheet	A7.01

**PHASE 2 NEIGHBOURHOOD SITE PLAN**

13245 104 Avenue  
West Fraser Holdings Ltd.  
City of Surrey, British Columbia

bingham-hill architects

13245 104 Avenue, Surrey, BC V3W 2Z4  
Tel: (604) 253-2254  
Fax: (604) 253-2252  
www.binghamhill.ca

1. 13245 104 Avenue	PHASE 2
2. 13245 104 Avenue	PHASE 2
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**13245 104 AVENUE**  
WEST FRASER HOLDINGS LTD.  
CITY OF SURREY, BRITISH COLUMBIA



WEST FRASER DEVELOPMENTS LTD.

133 STREET

104 AVENUE

PARKING ENTRY PHASE 1 + 2

PHASE 1 RENTAL HOUSING 12 STOREYS

FUTURE MARKET RENTAL 21 STOREYS (NOT PART OF THIS APPLICATION)

FUTURE MARKET CONDO 26 STOREYS (NOT PART OF THIS APPLICATION)

PHASE 2 MARKET CONDO 16 STOREYS

PATHWAY

WEST LANE (NEW)

**133 STREET**

**LANE**

**104 AVENUE**

**WEST LANE (NEW)**



**LEGEND**

⊕	Hydroseeded Slope Paving	⊕	Barbeque Counter
⊕	Concrete Unit Paving	⊕	Urban Ag Planter
⊕	CP Concrete Paving	⊕	Free Standing Bench
⊕	Play Area Surfacing	⊕	Planter Pots
⊕	Softbed Lawn	⊕	Play Equipment
⊕	Artificial Turf	⊕	Trellis
⊕	Planter Wall	⊕	Wood Decking
		⊕	Foredeck Tile Paving
⊕	Landscape Stairs		
⊕	Gate		
⊕	Metal Fence		
⊕	Bike Rack		
⊕	Benches, Table		
⊕	Bench		
⊕	Lounge Chair		
⊕	Legion Bench		
⊕	Free Standing Bench		
⊕	Planter Pots		
⊕	Play Equipment		
⊕	Trellis		
⊕	Wood Decking		
⊕	Foredeck Tile Paving		

- 5 Reissued for DP 2020/07/14
  - 4 Reissued for DP 2020/03/11
  - 3 Reissued for DP 2019/11/25
  - 2 Reissued for DP 2019/07/15
  - 1 Issued for RZ / DP 2018/11/19
- Revision No. \_\_\_\_\_ Date \_\_\_\_\_

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Project Title:  
**13245 104 Avenue**

Drawing Title:  
**Landscape Plan  
 - Ground Level**

Project North: Drawn By: JS/TJ/AW  
 Checked By: MP

Scale: 1:200 Job No.: 18-012

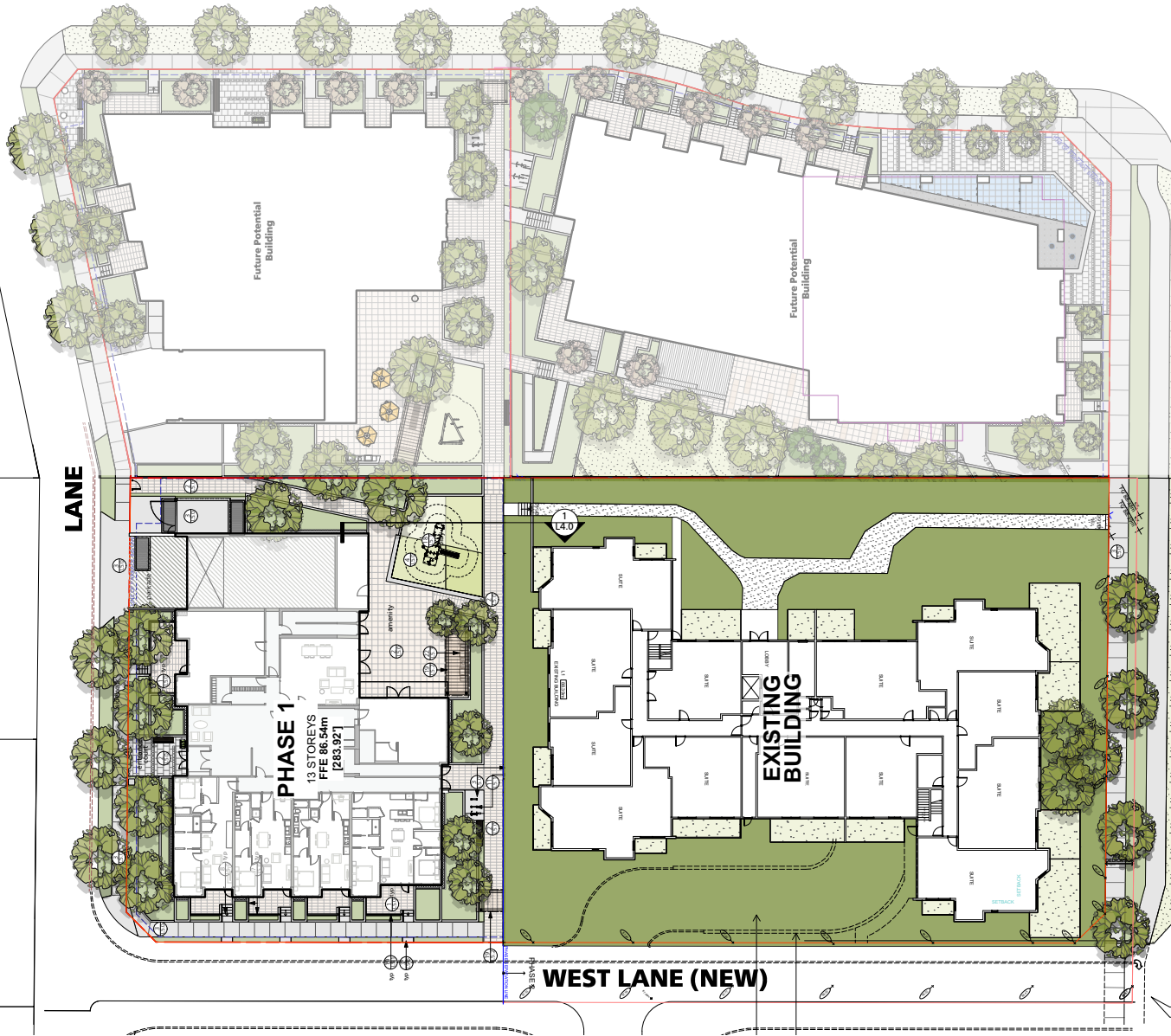
Sheet No.:

**L1.0A**



**133 STREET**

**LANE**



**104 AVENUE**

**WEST LANE (NEW)**

**LEGEND**

⊕	Hydroseed Slope Paving	⊕	Baroque Corner
⊕	Concrete Lint Paving	⊕	Urban Ag Planter
⊕	CP Concrete Paving	⊕	Live Standing Bench
⊕	Play Area Surfacing	⊕	Water Feature
⊕	Sodded Lawn	⊕	Green Roof
⊕	Artificial Turf	⊕	Play Equipment
⊕	Planter Wall	⊕	Walls
		⊕	Wood Decking
		⊕	Porcelain Tile Paving
		⊕	Landscaper Stairs
		⊕	Gate
		⊕	Metal Fence
		⊕	Bike Rack
		⊕	Picnic Table
		⊕	Benches
		⊕	Lounge Chair
		⊕	Upright Bench
		⊕	Live Standing Bench
		⊕	Water Pylon
		⊕	Play Equipment
		⊕	Walls
		⊕	Wood Decking
		⊕	Porcelain Tile Paving

5	Reissued for DP	2020/07/14
4	Reissued for DP	2020/03/11
3	Reissued for DP	2019/11/25
2	Reissued for DP	2019/07/15
1	Issued for RZ / DP	2018/11/19
	Revision No.	Date

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Project Title:  
**13245 104 Avenue**

Drawing Title:  
**Landscape Plan - Ground Level Interim Condition**

Project North: Drawn By: JS/TT/JW  
 Checked By: MP  
 Scale: 1:200 Job No.: 18-012  
 Sheet No.:

**L1.0B**

**TO: Manager, Area Planning & Development  
- North Surrey Division  
Planning and Development Department**

**FROM: Development Engineer, Engineering Department**

**DATE: Jan 15, 2019**      **PROJECT FILE: 7818-0443-00**

---

**RE: Engineering Requirements  
Location: 13245 - 104 Avenue**

**OCP AMENDMENT/CITY CENTRE PLAN AMENDMENT/DEVELOPMENT PERMIT**

There are no engineering requirements relative to the OCP Amendment/City Centre Plan Amendment and the Development Permit beyond those noted below.

**REZONE/SUBDIVISION**

***Property and Right-of-Way Requirements***

- Dedicate 2.808m along 104 Avenue for the ultimate 30.0m arterial road standard.
- Dedicate 6.0m north-south Green Lane for the ultimate 12.0m Green Lane.
- Dedicate 3.0m along east-west lane for the ultimate 12.0m Green Lane.
- Dedicate 3.0m x 3.0m corner cut at the intersection of Green Lanes.
- Dedicate 3.0m x 3.0m corner cut at the intersection of Green Lane and 104 Avenue.
- Provide 0.5m wide SROW along 104 Avenue, and the Green Lanes.

***Works and Services***

- Construct north side of 104 Avenue to the City Centre arterial road standard.
- Construct new north-south Green Lane per City Centre lane standard.
- Construct existing east-west Green Lane per City Centre lane standard.
- Construct minimum 6.0m wide asphalt pavement off 132 Street and 105 Avenue.
- Submit Traffic Impact Study and implement recommendations as required.
- Construct storm mains with Green Lanes.
- Complete drainage catchment analysis to determine capacities. Resolve downstream constraints, if identified.
- Construct 250mm sanitary main along 104 Avenue and the east-west Green Lane.
- Complete sanitary catchment analysis to determine capacities. Resolve downstream constraints, if identified.
- Submit fire flow calculations and construct 250mm water main on 104A Avenue, if required to meet fire flows requirements.
- Provide metered water, storm and sanitary service connections.
- Register applicable legal documents, working easements and tree cutting permits, as determined through detailed design.
- Pay amenity charge for undergrounding existing overhead electrical and telecommunication infrastructure.

A Servicing Agreement is required prior to Rezone.



Tommy Buchmann, P.Eng.  
Acting Development Services Manager  
HB4

NOTE: Detailed Land Development Engineering Review available on file



May 8, 2020

Planning

**School Enrolment Projections and Planning Update:**  
 KB Woodward Elementary is operating at 138% capacity. The 10 year enrolment projections indicate that the school will grow as City Centre continues to transform into the new business/commercial/residential center for Surrey.  
 As for September 2019, there are currently 10 portables on site used for enrolling space. Any immediate future growth will need to be addressed by bringing on portables.  
 There is potential for significant redevelopment located along King George Boulevard, in particular, with the current building form potentially changing into high rise residential development and/or mixed use. The timing of these future high rise developments, with good market conditions, will impact the enrolment growth upwards. Along with this development, growth could be further compounded with the densification of 104th Ave between City Centre and Guildford Mall. As of March 2019, the Ministry of Education approved funding to prepare a feasibility study to build a 200 capacity addition at this site to relieve the short term pressure at the school.  
 As of September 2019, Kwantlen Park Secondary is currently operating at 119% with 11 portables on site used for enrolling classes. As part of the 2020/2021 Five Year Capital Plan submission, the District is requesting a 300 capacity addition to relieve enrolment pressure in the catchment. The Ministry has not approved any funding for this project.

**THE IMPACT ON SCHOOLS**

**APPLICATION #:** 18 0433 00 (Updated)

**SUMMARY**

The proposed 4 townhouse units and 270 highrise units are estimated to have the following impact on the following schools:

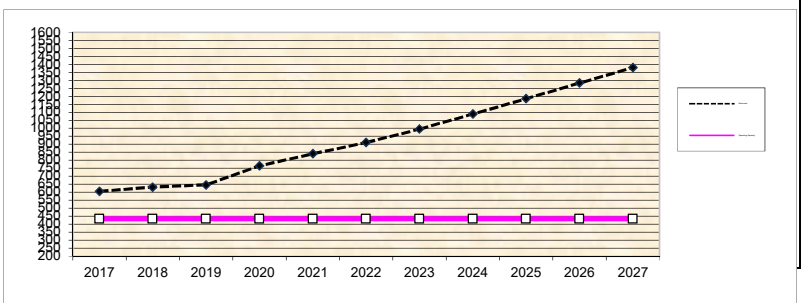
**Projected # of students for this development:**

Elementary Students:	8
Secondary Students:	3

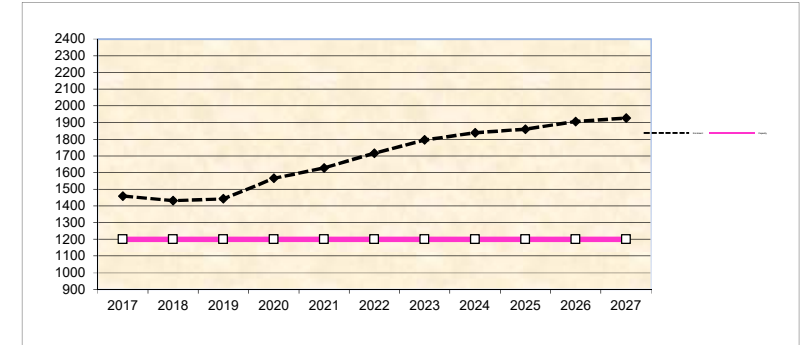
September 2019 Enrolment/School Capacity

<b>K.B. Woodward Elementary</b>	
Enrolment (K/1-7):	80 K + 566
Operating Capacity (K/1-7)	38 K + 396
<b>Kwantlen Park Secondary</b>	
Enrolment (8-12):	1443
Capacity (8-12):	1200

**K.B. Woodward Elementary**



**Kwantlen Park Secondary**



\* Nominal Capacity is estimated by multiplying the number of enrolling spaces by 25 students. Maximum operating capacity is estimated by multiplying the number of enrolling spaces by 27 students.

**7.0 SUMMARY OF TREE PRESERVATION BY TREE SPECIES:**

Tree Species	Existing	Remove	Retain
<b>Alder and Cottonwood Trees</b>			
Alder			
Cottonwood			
<b>Deciduous Trees (excluding Alder and Cottonwood Trees)</b>			
Cherry	2	2	
Red maple	8	8	
English oak	1	1	
Common hazel	2	2	
White willow	1	1	
Mountain-ash	1	1	
<b>Coniferous Trees</b>			
Norway Spruce	2	2	
Colorado spruce	2	2	
Western hemlock	4	4	
Douglas Fir	3	3	
Total (excluding Alder and Cottonwood Trees)	26	26	
Additional Trees in the proposed Open Space / Riparian Area			
Total Replacement Trees Proposed (excluding Boulevard Street Trees)		37	
Total Retained and Replacement Trees (Total + Total replacement trees proposed)		37	

\*Please note: The trees identified in the table consists of on-site, and shared, trees and excludes off-site trees & non bylaw sized trees. The total amount of replacement trees has been determined based on the removals but its proposal has yet to be determined.

**9.0 TREE PRESERVATION SUMMARY**

Surrey Project No: N/A

Address: 13245 104 Ave, Surrey

Registered Arborist: Francis R. Klimo

On-Site Trees	Number of Trees
Protected Trees Identified <i>(on-site and shared trees, including trees within boulevards and proposed streets and lanes, but excluding trees in proposed open space or riparian areas and non-by-law protected trees)</i>	26
Protected Trees to be Removed	26
Protected Trees to be Retained <i>(excluding trees within proposed open space or riparian areas)</i>	0
Total Replacement Trees Required:	
Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio  0 X one (0) = 0	0
All other Trees Requiring 2 to 1 Replacement Ratio  26 X two (2) = 52	52
Replacement Trees Proposed	37
Replacement Trees in Deficit	15
Protected Trees to be Retained in Proposed [Open Space / Riparian Areas]	

Off-Site Trees	Number of Trees
Protected Off-Site Trees to be Removed	1
Total Replacement Trees Required:	
Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio  0 X one (1) = 0	0
All other Trees Requiring 2 to 1 Replacement Ratio  1 X two (2) = 2	2
Replacement Trees Proposed	7
Replacement Trees in Deficit	0

Summary, report and plan prepared and submitted by:



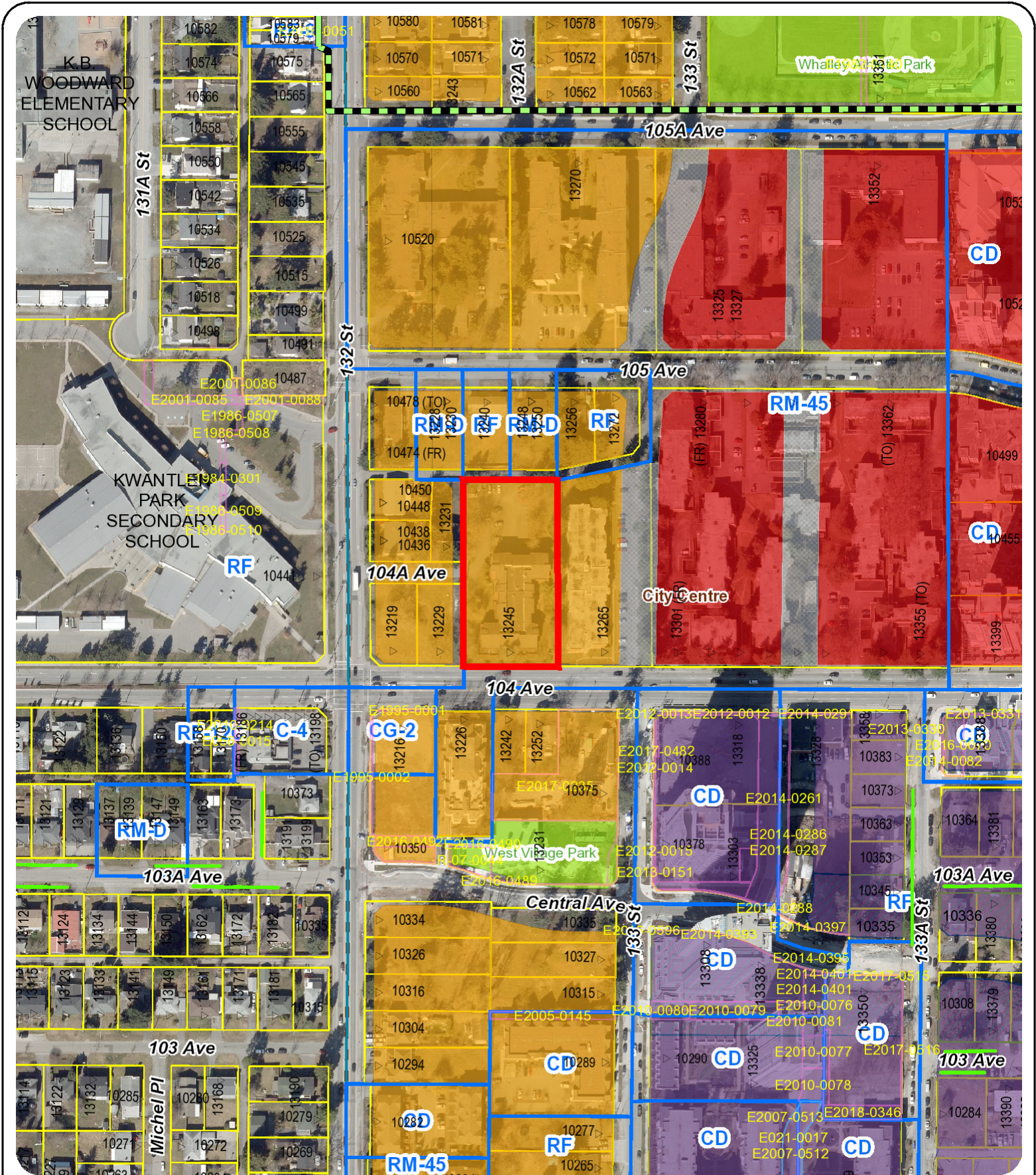
September 4, 2020

(Signature of Arborist)

Date

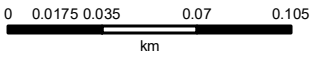






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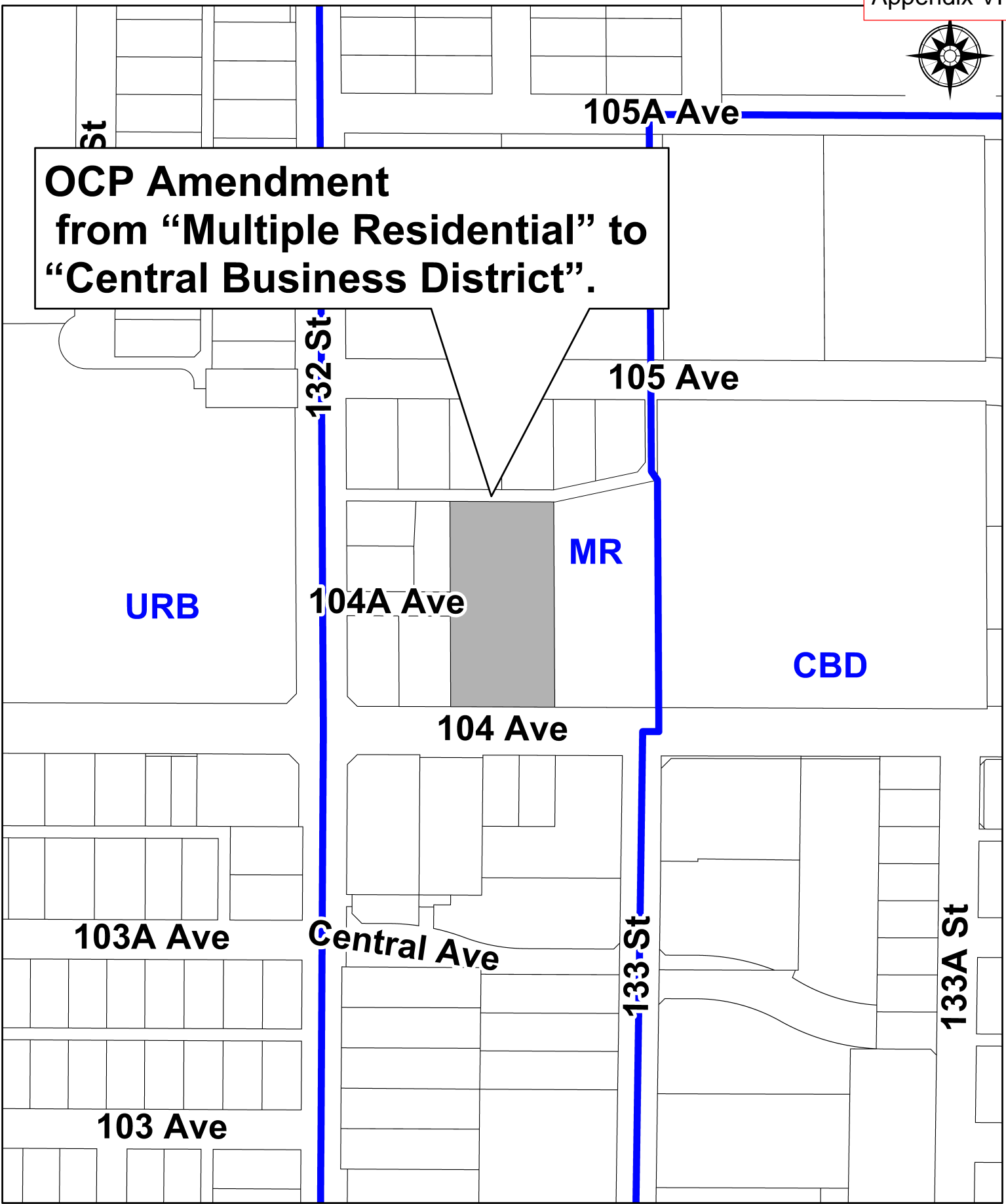
The data provided is compiled from various sources and is NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, legal descriptions and encumbrances must be confirmed at the Land Title Office. Use and distribution of this map is subject to all copyright and disclaimer notices at cosmos.surrey.ca









**OCP Amendment  
from “Multiple Residential” to  
“Central Business District”.**







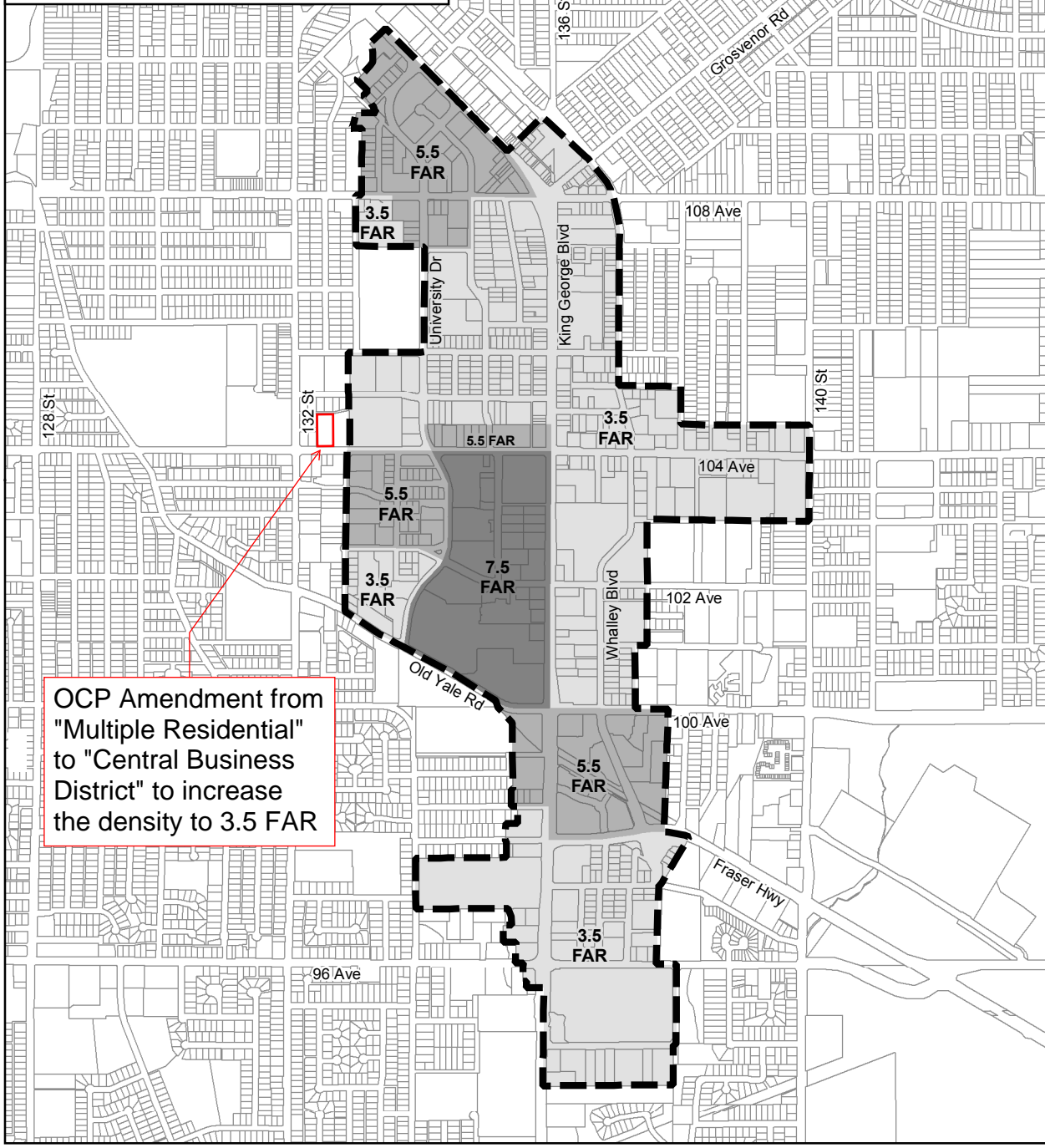
**LEGEND**

 Central Business District designation

 7.5 FAR

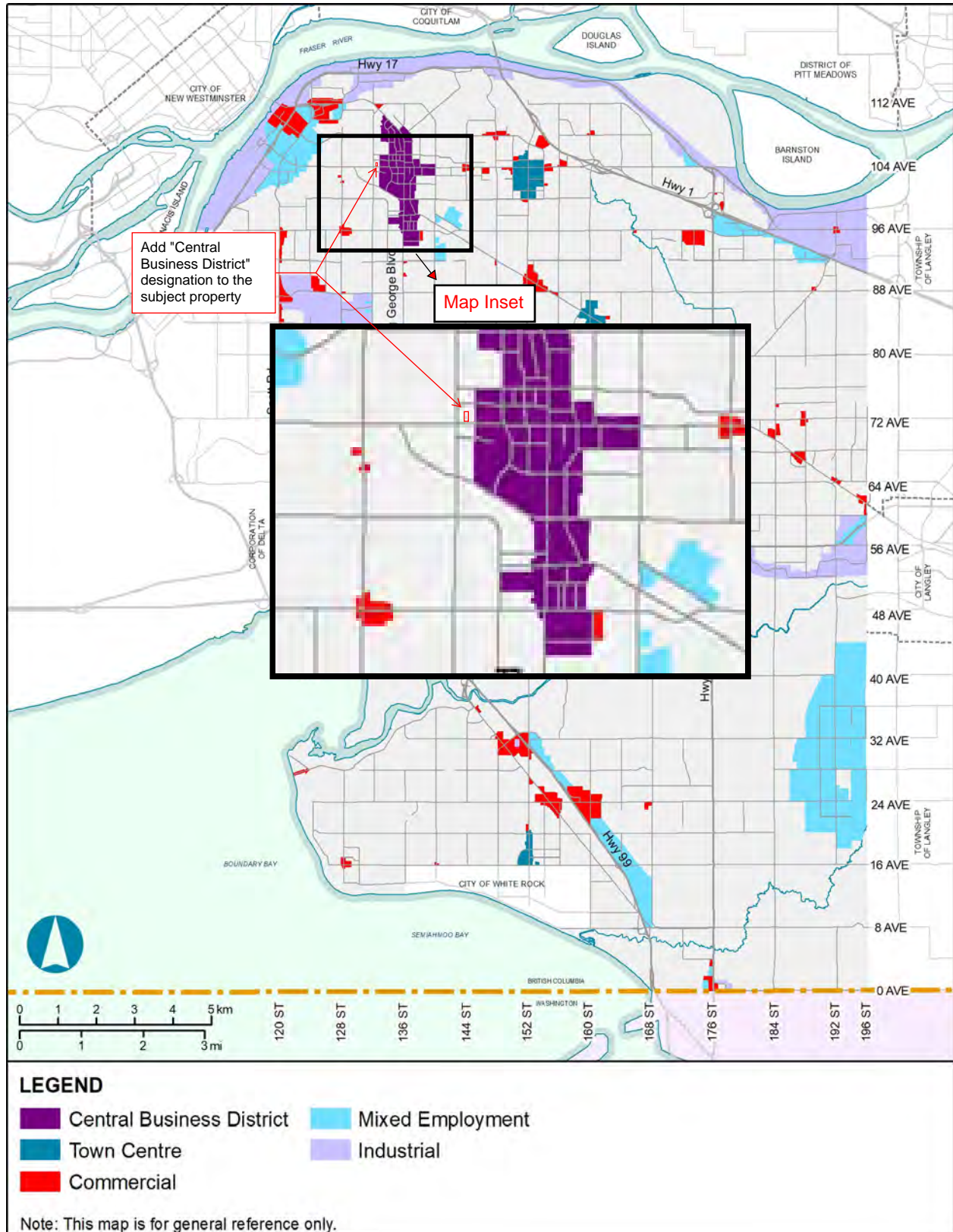
 5.5 FAR

 3.5 FAR



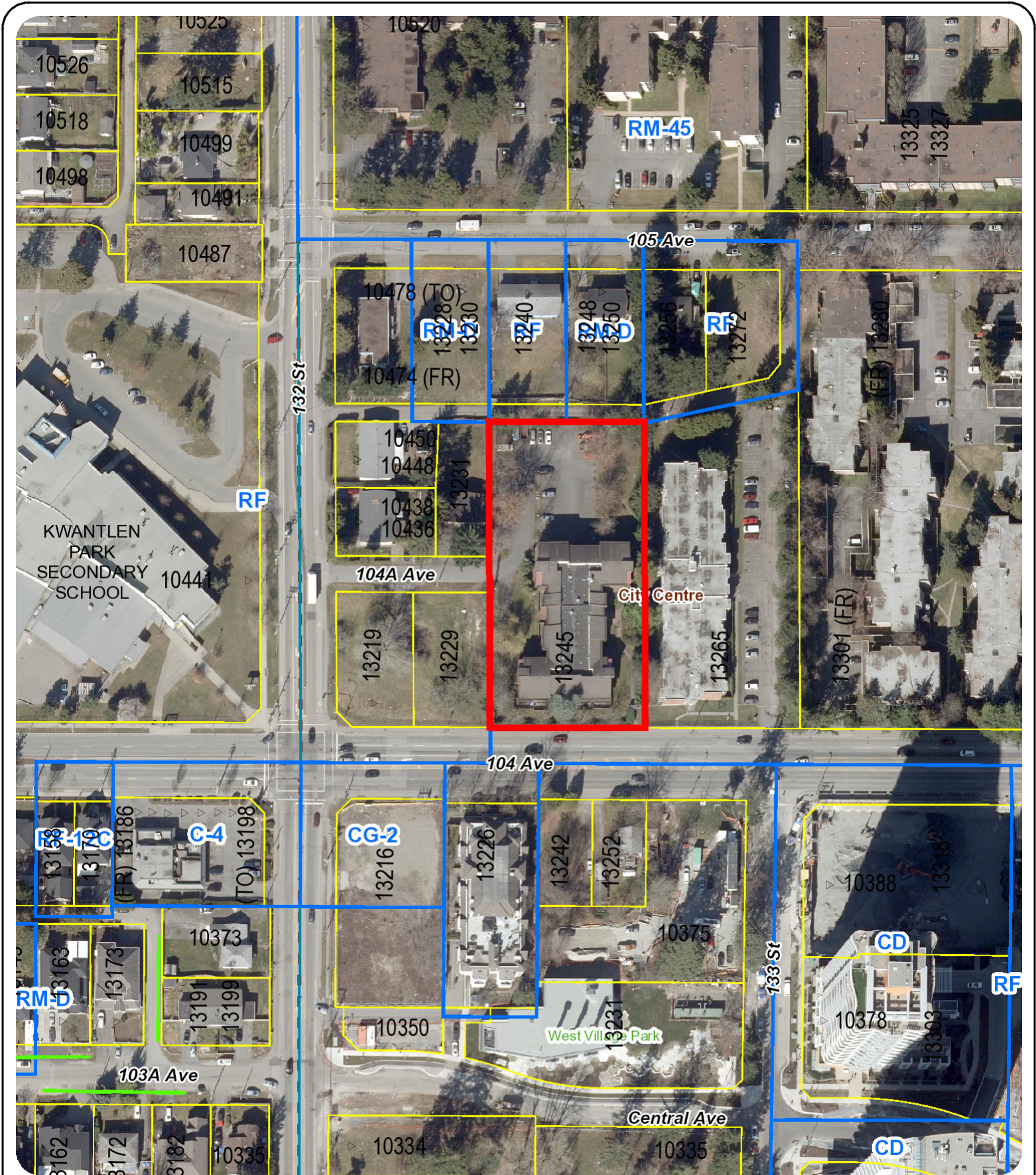
OCP Amendment from "Multiple Residential" to "Central Business District" to increase the density to 3.5 FAR

Figure 42: Major Employment Areas



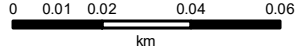
- BL 18423
- BL 18787
- BL 19364
- BL 19296
- BL 19996
- BL 20008





Scale: 1:1,700

The data provided is compiled from various sources and is NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, legal descriptions and encumbrances must be confirmed at the Land Title Office. Use and distribution of this map is subject to all copyright and disclaimer notices at cosmos.surrey.ca







# Advisory Design Panel Minutes

Location: Virtual  
Thursday, April 30, 2020  
Time: 3:00 pm

## Present:

### Panel Members:

R. Drew, Chair  
A. Llanos  
A. Politano  
B. Howard  
G. Borowski  
I. MacFadyen  
L. Mickelson  
R. Sethi  
W. Chong

## Guests:

Doug Nelson, Bingham Hill Architects  
Edward Archibald, Western Canadian  
Properties Group  
Jim Ferrie  
Kim Maust  
Michael Patterson, Perry + Assoc  
Ravi Sandhu, West Fraser Holdings Ltd.  
Ross Yamaguchi  
Will Blair, Bingham Hill Architects

## Staff Present:

A. McLean, City Architect  
N. Chow, Urban Design Planner  
S. Maleknia, Urban Design Planner  
C. Eagles, Administrative Assistant

## A. RECEIPT OF MINUTES

It was Moved by R. Sethi  
Seconded by I. MacFadyen  
That the minutes of the Advisory Design  
Panel meeting of April 16, 2020 be received.  
Carried

## B. NEW SUBMISSIONS

### 1. Time: 3:00 p.m.

File No.: 7918-0443-00  
Address: 13245 – 104 Avenue  
New or Resubmit: New  
Last Submission Date: N/A  
Description: OCP Amendment, City Centre Plan Amendment,  
Rezoning, Detailed Development Permit for Phase 1 to  
permit the development of a 12-storey rental apartment  
building on the northern portion of the site and a  
General Development Permit for a 16-storey market  
apartment tower on the southern portion in Phase 2.  
Developer: Ravi Sandhu, West Fraser Holdings Ltd.  
Architect: Will Blair, Bingham Hill Architects  
Landscape Architect: Michael Patterson, Perry + Assoc  
Planner: Christopher Atkins  
Urban Design Planner: Sam Maleknia

The Urban Design Planner advised that the project consists of two phases.

The Project Architect presented an overview of the site and building plans,  
streetscapes and elevations.

The Landscape Architect presented an overview of the general concept for the Landscape plans.

#### ADVISORY DESIGN PANEL STATEMENT OF REVIEW

It was Moved by A. Llanos  
Seconded by R. Sethi  
That the Advisory Design Panel (ADP):

1. SUPPORT the project and recommends that the applicant address the following issues to the satisfaction of the Planning & Development Department; and
2. Recommend that the landscaping submission return to staff for further development.

Carried

#### Key Points:

- It was noted that the presentation material is thorough and clearly communicates the applicant's intent. The conceptualized ideas are strong. *(Noted.)*
- Consider developing expression of the building entrances, particularly phase 1 entry. *(Increasing Lobby height by removing portion of unit above, repositioning main entry doors to vertically align with balconies/facade recess above, and extending glass entry canopy toward the City sidewalk.)*
- Consider improving privacy concerns at inside corner suite. *(Privacy is improved by relocating the south unit balcony to the unit's south facade. The unit is revised to respond to Phase 1-to-Phase 2 privacy issues (see Form & Character, bullet 20) as well, and the redesign of the unit layout further improves privacy to the adjacent inside corner suite.)*
- Consider larger balconies for larger suites. *(Larger balconies have been provided for many larger suites.)*
- Consider measures to reduce length of Phase 2 corridor such as a second lobby along the west lane. *(To improve ground floor circulation to and from the elevator lobby, the north-south corridor is extended northward to provide an additional access point to the building.)*
- The roof top resolutions on Phase 2 is appreciated. *(Noted.)*
- Phase 2 delivers good indoor amenity and Phase 1 is lacking indoor amenity. Consider increasing common amenity space on Phase 1. *(An indoor/outdoor Amenity facility is developed on the rooftop of the phase 1 building.)*
- Consider more unified courtyard design. *(The courtyard layout is refined to provide a more unified space. Repositioning of trees emphasizes the primary geometric shape central to the courtyard.)*
- Consider increasing overlook onto north south pathway. *(Overlook is improved at north buildings either side of the pathway.)*

- Consider a loading bay, parcel delivery room and caretaker suite for Phase 1  
*(A parcel delivery room is added adjacent the lobby, as part of a reworked mailbox/mailroom facility. A loading bay was considered, but not incorporated. The client has confirmed a caretaker suite is generally not provided in their rental buildings.)*
- Concern relating to dark pathways, use lighter materials.  
*(This item relates to the east-west pathway. Facade and massing treatment at the north facade of Phase 2 is modified to reduce the extent of dark finishes on the first 3 levels of facade.)*
- The use of wood in wood panels are welcomed.  
*(Noted.)*
- Study storm water management strategy.  
*(The team's approach to stormwater management will focus on provision of enhanced soils depths at all planted areas.)*
- Consider accessibility recommendations. Make sure all amenity areas and potentially balconies are Accessible.  
*(All common areas of the project are accessible. Thresholds are required at Residential balconies due to door system requirements, but will be kept as low as possible.)*

#### Site

- The vehicular access point and general pedestrian network makes sense.  
*(Noted.)*
- Consider opening the central courtyard.  
*(Refer to Key Points, bullet 8. The revised layout removes trees from the central portion of the courtyard, and are used to highlight the perimeter of the central space, rather than being directly associated with thru-pathways.)*
- Consider loading bay for moving in.  
*(Refer to Key Points, bullet 10.)*

#### Form and Character

- It was noted that the concept sketches included in the submission are very strong and have a clear intention in terms of articulation of the field, the base and the recesses.  
*(Noted.)*
- The precedent studies are very inspiring and show a level of detail and range of depth that makes for a very exciting façade.  
*(Noted.)*
- Concern with placement of towers as they are very close to each other.  
*(Tower placement is based on extensive study and dialogue with Planning staff.)*
- Consider more interruptions in the composition. The balconies, base, shading devices, roof top patio articulation are elements that can contrast the weave pattern, but they are lost in the intensity of the weave.  
*(Composition remains as previously submitted, due to concern about weakening of the exterior design approach.)*
- Recommend emphasising entry ways, particularly the lobby on Phase 1.  
*(Refer to Key Points, bullet 2.)*
- Consider secondary lobby access from the lane in addition to 104 in Phase 2.  
*(Refer to Key Points, bullet 5.)*
- Consider adding a projecting canopy or other feature to better define main entry as it lacks definition tucked below typical residential balcony.

---

*(Refer to Key Points, bullet 2, for description of Phase 1 entry improvement. For Phase 2, the glass entry canopy was extended toward the City sidewalk)*

- Consider increasing the size of balconies for the 2-3 bedroom units. *(For Phase 1, where the existing building massing allowed, balconies for 2-3 bedroom units were incrementally increased.)*
- Consider turning and/or pulling north building's south stair inboard to allow end unit to orient south away from the inner corner suites. *(Stairs in North building (Phase 1) are already located inboard. The architecture team believe this comment does not pertain to 13245 104 Avenue.)*
- Consider privacy screening for west balconies. *(Privacy screen were considered for both Phases. Vertical screens were added to the west facade of the Phase 1 building to alleviate overlook and add visual and material interest. Screens were not added to the Phase 2 facade due to concern about weakening of the exterior design approach.)*
- Consider improvements to privacy and configuration for inner corner units' bathroom window, and mitigating the overlook between balconies and bedrooms. *(Refer to Key Points, bullet 3. The layout is revised to improve privacy, with Kitchen (with no glazing) now the closest space to adjacent unit balcony.)*
- Consider reorienting the balconies for units that view one another. *(Refer to Key Points, bullet 3.)*
- Consider a rooftop amenity space for phase 1, similar to phase 2 *(Refer to Key Points, bullet 7.)*
- The materials are dark between the north and south passageway. *(Refer to Key Points, bullet 11.)*
- Consider caretaker suite for renter building. *(Refer to Key Points, bullet 10.)*
- Coordinate fire alarm annunciator panel location, Surrey Fire Department is requiring the panel to be in a quiet and hidden location for future maintenance. *(CACF panels will be located to suit Surrey Fire department requirements.)*
- Consider further development of East façade of Phase 2. *(Phase 2 East facade is revised to provide an improved composition through the use of varied materials and massing, and to increase overlook onto the north-south pathway.)*
- It was noted that the conceptual ideas are strong, but current design does not have the same clarity. *(Massing articulation is made more pronounced with the use of exterior wood panel application at form recesses, and at notable soffit surfaces. Additionally, a revision in material treatment for the tower portion of Phase 2 helps to visually break the massing into two distinct forms. The forms have contrasting light/dark material treatments and are separated by a deep reveal created through an inset balcony on the north facade. These revisions relate to the conceptual idea of breaking down the massing of the project through materiality, contrasting tones and deep breaks or reveals.)*
- Consider more wood material articulation. *(Refer to response to previous item. The use of the wood material has been more holistically integrated into the design of Phase 2, unifying the townhouses with other areas of the project.)*
- Recommend altering the smaller units that are facing each other between the north and south towers for better privacy.

*(South units on Phase 1 are reworked to improve privacy between the 2 buildings. The Phase 2 building remains designed with an angled facade and living space and the primary balcony facing east away from the Phase 1 building to the north.)*

- There are opportunities with the angles to remove the direct window to window co-planar relationship.  
*(This comment was interpreted by the architecture team as a suggestion to consider the opportunity of breaking from the planar design of the facade. This approach was considered but ultimately not acted upon due to the departure from the existing facade design approach.)*
- Recommend emphasizing the shifted mass at the corners and the top of the tower in phase 1. Currently it ends rather abruptly, a more definitive or distinctive roofline treatment may help.  
*(Development of an added partial floor level for indoor and outdoor amenity provides for a more dynamic elevation profile.)*
- Consider a more robust deployment of accent colour.  
*(Wood panel is added at form recesses, and at notable soffit surfaces.)*

#### Landscape

- Consider a more unified landscape courtyard design.  
*(Refer to Key Points, bullet 8. The planting separation and walkway between the two projects have been removed and trees have been relocated to the edges of the lawn area framing the courtyard space. Lawn area is continuous and at the same grade with only a flush concrete curb to distinguish the two properties.)*
- Recommend further development of rooftop landscape preferably as occupied space.  
*(Refer to Key Points, bullet 7.)*

#### CPTED

- No specific issues were identified.  
*(Noted.)*

#### Sustainability

- Consider study of stormwater management strategy.  
*(Refer to Key Points, bullet 13.)*
- Consider pre and post storm water rates to match.  
*(Refer to Key Points, bullet 13. Stormwater calculator requirements will be satisfied.)*
- The applicant was commended for getting energy modeler onboard early.  
*(Noted.)*

#### Accessibility

- Recommend that the amenity restrooms be accessible.  
*(Amenity washrooms must meet the BC Building Code accessibility requirements.)*
- Recommend that all amenity areas to be accessible.  
*(The BC Building Code requires that all common areas (including amenity areas) be accessible.)*
- Recommend balconies to be accessible.  
*(Thresholds are required at residential balconies due to door system requirements, but will be kept as low as possible.)*



- Recommend 2-3 designated disabled parking stalls in Tower 1 and 3-4 stalls in Tower 2.  
*(The submitted design meets BC Building Code requirements. Additional accessible parking spaces will be considered, as drawing coordination proceeds.)*
- Recommend that the entrance door be power operated.  
*(The BC Building Code requires that doors to all primary building access points be power activated.)*
- Consider the elevator and entrance call button panel to be placed horizontally.  
*(Noted: to be considered.)*
- Concerns with the location of elevator in Tower 2.  
*(This item is alleviated by the introduction of an additional building access point at the north facade of the building.)*
- Consider emergency call buttons in the parking lobbies.  
*(Noted: to be considered.)*

**C. NEXT MEETING**

The next Advisory Design Panel is scheduled for Thursday, May 14, 2020.

**D. ADJOURNMENT**

The Advisory Design Panel meeting adjourned at 6:30 p.m.

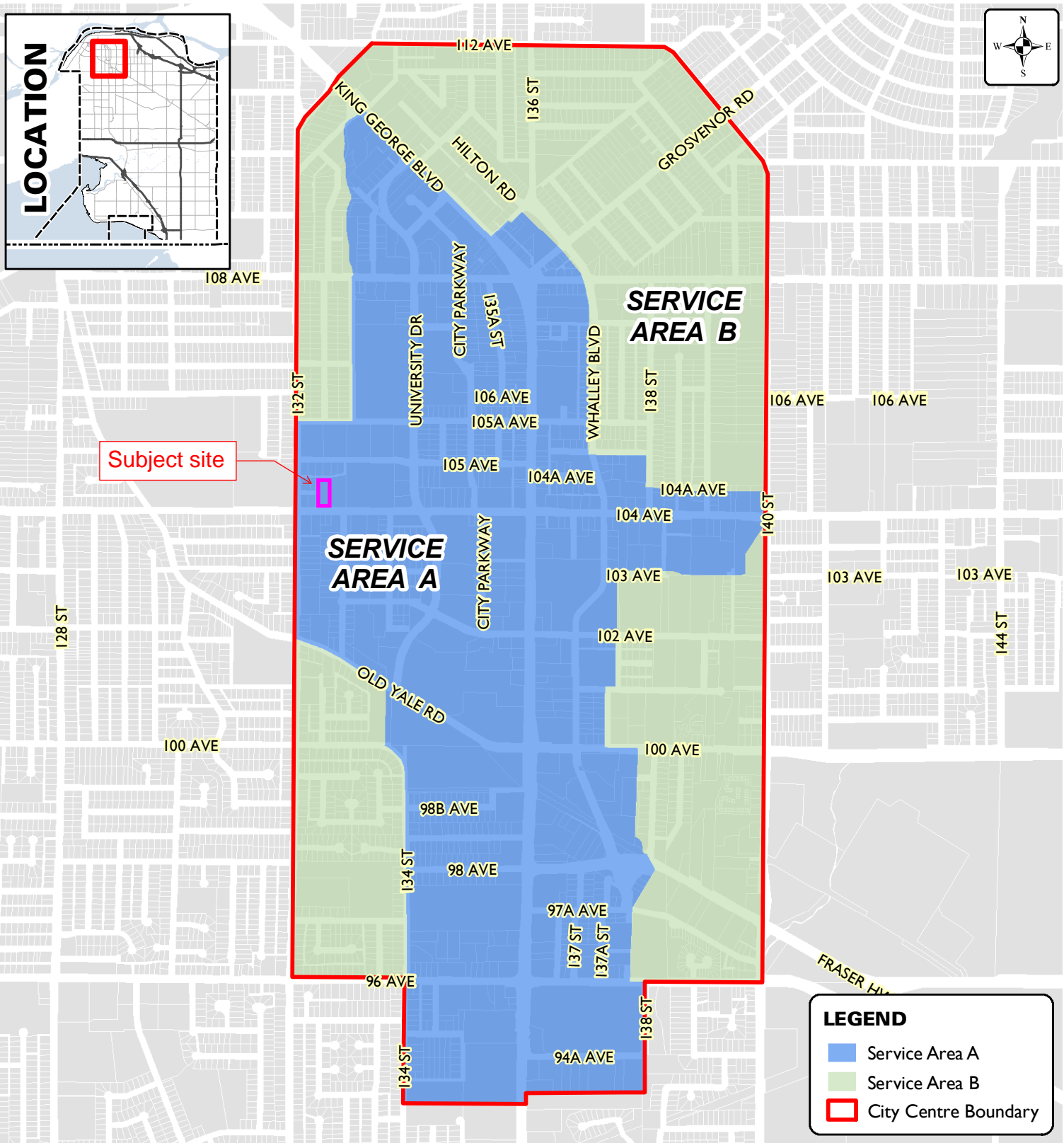
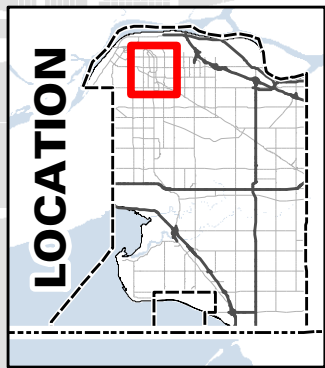
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Jennifer Ficocelli, City Clerk

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R. Drew, Chair

FIGURE 1



**LEGEND**

- Service Area A
- Service Area B
- City Centre Boundary

Produced by GIS Section: May 31, 2012, CS/AW8



**DISTRICT ENERGY SERVICE AREA  
(SERVICE AREA A & SERVICE AREA B)**

**ENGINEERING  
DEPARTMENT**

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# Student Housing and Tenant Assistance Program

13245 104 Ave, Surrey

West Fraser Holdings Ltd.



## Student Housing

During the first Phase of the project, West Fraser is proposing 20 student housing units, comprising of 10 studio suites, as well as 10 One-Bedroom suites throughout the first 6 levels of the Building. All the units have been designed to maximize space, encourage natural ventilation, maximize exposure to natural light and include outdoor private patios or balconies. The building is well-versed with functional social lounges, outside amenities, and gym access to everyone in the building.

To ensure easy use for post-secondary school students, West Fraser will furnish the studio suites to be functional and easy to use. The one-bedroom suites will allow more versatility allowing students to self-furnish.

West Fraser wants to ensure that these suites are made for students and are easy to rent. Contacting both Kwantlen Polytechnic University (KPU) and Simon Fraser University (SFU), we will be able to provide students with off-campus housing.

- KPU has partnered with Off-Campus Housing 101 to provide a website for students who are looking to find off-campus housing
- SFU has patterned with Places4Students for students looking for campus housing listings

We have gone ahead and already contacted both Off-Campus Housing 101 and Places4Students. Both are looking for Student Housing in Areas close to KPU and SFU campuses. Through our current marketing and rental leads, West Fraser already is getting leads from students looking for Student Housing in this neighborhood.

## Tenant Assistance Program

### **Property Support Manager**

Name: June Bossons

Company: West Fraser Holdings Ltd

Email: [rent@wfdev.ca](mailto:rent@wfdev.ca)

Our Property Support Manager will be the primary contact for all residents affected due to the redevelopment of the property, and will constantly interact with all residents.

During Phase 2 of the development, West Fraser will conform to all British Columbia's Residential Tenancy Act requirements for ending tenancy due to the landlord's use of the property for major redevelopment.

We commit to providing four-month notice period to all eligible tenants, following all approvals required by law.

### *Financial Compensation*

Financial Compensation will be provided to all tenants who reside in the building at the time of application. West Fraser will also provide tenants with project updates to keep them informed.

The tenant compensation is structured as follows:

<b>Tenancy</b>	<b>Compensation (Month's Rent)</b>
Less than 10 Years	3
10-15 Years	4
15-20 Years	5
20-25 Years	6

#### *Moving Expenses*

In addition to the compensation, West Fraser will provide moving expenses:

- \$500 for One-bedroom suites
- \$750 for Two-bedroom suites

The Property Support Manager will also be able to assist tenants in finding alternative accommodations upon request. If requested effort will be made to find alternative rental options that meet their requirements throughout the City Centre area.

#### *Relocation Assistance*

The Property Support Manager will be available to assist tenants in finding alternative accommodation upon request. The resident support specialist will undertake a complete survey of both Surrey City Centre neighborhood and broader area to identify all available suites with units renting at no more than 10% above CMHC average. We ensure that tenants are aware of these opportunities that require relocation assistance

Every effort will be made to provide tenants with accessibility/mobility issues alternative rental options that meet their requirements. Please see the attached appendix to see current occupancy summary

For eligible tenants, the property support manager will work with non-profit housing providers, health and/or social service agencies to best meet the needs of vulnerable tenants requiring additional assistance and will assist tenants with applications.

- Assistance in finding a minimum of 3 options of comparable units in the City of Surrey, with at least one option in the same neighborhood where possible, unless otherwise agreed to by the tenant
- The 3 options will be no more than 10% above the CMHC average rents. In cases where the current rent is above the 10% CMHC average rent, options should be provided at current rent maximum

#### *Right of First Offer*

Since Phase 1 will be completed before the construction of Phase 2, tenants will also be offered to rent in the purpose-built rental building at CMHC market rental rates, or at one of West Fraser's other rental properties.

## Market Rental and Student Housing Agreement

A 20-year Housing Agreement will be signed with the City of Surrey for the Market Rental Building. In this agreement, it will outline the twenty Student Housing units that will be solely available to students.

This agreement will be made between West Fraser Holdings and the City of Surrey, with an covenant on the property.

## Communication Plan

West Fraser is committed to maintaining clear, open lines of communication with all tenants during the

Stage	Notification	Date	Status
DP application	Letter distributed throughout the tenants -letter posited in clearly visible area within building	December 2018	Completed
Approvals	Give tenants the opportunity for a 1 to 1 meeting to discuss personal situation, and tenant relocation strategy. Any additional information to post throughout building	Summer 2020	Ongoing
Approvals	Rezoing signage posted onsite	April 2020	Completed
Approvals	Tenant Zoom Open House during after ADP session	May 2020	Completed
Approvals	Compensation Letters detailing the total compensation payable	TBD	
Rezoning Enactment	Notification Letter with updated schedule information to be hand delivered to each residence, and posted within the building	Fall 2020	
Building Permit Issuance Phase 1	Continue to notify as we receive Phase 1 BP	Early 2021	
Construction of Phase 1	Continued updates of Phase 2	2021-2023	
Full DP Phase 2	Continued updates of when DP of Phase 2 is submitted	TBD	
BP Phase	4 months notice to end tenancy will be distributed to tenants	TBD	

approval process. In addition to dedicated, full time access to the Property Support Manager, notification and updates will be provided at the following stages:

West Fraser will submit status updates regarding Phase 2 to all tenants and implet the Tenant Relocation and Communications Plan. We will insure:

- For each tenant, all information is provided regarding the tenant relocation strategy
- Total compensation is provided to each tenant living in the existing 3-storey building
- All other communications will be done on a timely matter with proper notices given

CITY OF SURREY

(the "City")

DEVELOPMENT VARIANCE PERMIT

NO.: 7918-0443-00

Issued To:

(the "Owner")

Address of Owner:

1. This development variance permit is issued subject to compliance by the Owner with all statutes, by-laws, orders, regulations or agreements, except as specifically varied by this development variance permit.
2. This development variance permit applies to that real property including land with or without improvements located within the City of Surrey, with the legal description and civic address as follows:

Parcel Identifier: 002-295-229

Strata Lot 1-41 Section 22 Block 5 North Range 2 West New Westminster District Strata Plan NW2111 Together with an Interest the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1

13245 - 104 Avenue

(the "Land")

3. Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:
  - (a) to reduce the minimum west side yard setback of the proposed CD By-law from 4.4 metres to 2.2 metres, in order to retain the existing 3-storey apartment; and
  - (b) to reduce the minimum parking requirement of the proposed CD By-law for the existing 3-storey apartment building from 41 to 26.
4. This development variance permit applies to only that portion of the building on the Land shown on Schedule A which is attached hereto and forms part of this development variance permit.
5. The Land shall be developed strictly in accordance with the terms and conditions and provisions of this development variance permit.



6. This development variance permit shall lapse if the Owner does not substantially start any construction with respect to which this development variance permit is issued, within three (3) years after the date this development variance permit is issued.
  
7. The terms of this development variance permit or any amendment to it, are binding on all persons who acquire an interest in the Land.
  
8. This development variance permit is not a building permit.

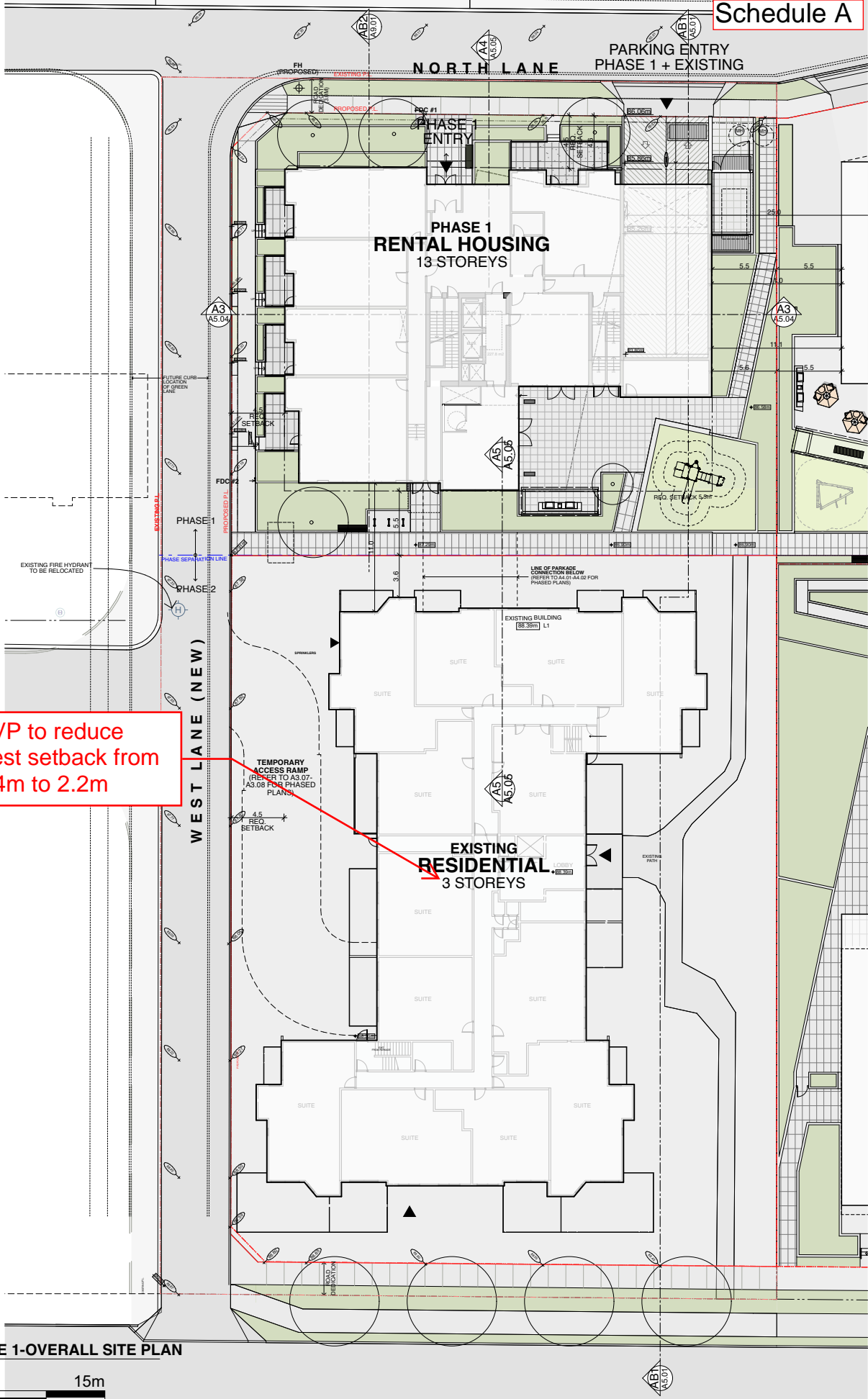
AUTHORIZING RESOLUTION PASSED BY THE COUNCIL, THE        DAY OF        , 20    .  
ISSUED THIS        DAY OF        , 20    .

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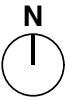
Mayor – Doug McCallum

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City Clerk – Jennifer Ficocelli



DVP to reduce west setback from 4.4m to 2.2m



PHASE 1-OVERALL SITE PLAN



NO.	REVISION	DATE	BY	CHECKED
1	ISSUED FOR PERMITTING	2023-10-27	...	...
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13245 104 AVENUE  
 WEST FRASER HOLDINGS LTD.  
 CITY OF SURREY, BRITISH COLUMBIA



