



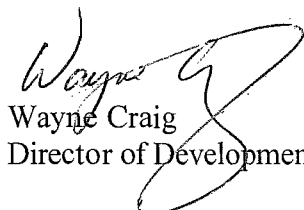
To: Mayor and Councillors **Date:** December 17, 2014
From: Wayne Craig **File:** RZ13-649524
Director of Development
**Re: Polygon Development's Rezoning Application for Steveston School Site:
Revised OCP and Zoning Amendment Bylaws**

This memorandum provides Mayor and Council with an update on the above-noted application as directed at the December 16, 2014 Planning Committee meeting. At this meeting, Committee directed staff to prepare revised Official Community Plan (OCP) and Zoning Amendment Bylaws to achieve a City-owned greenway connection along the southern property line of the site similar to the greenway connection on the northern edge of the site.

The above direction entails the following specific changes:

- The revised bylaws will achieve 9.0m (30.0 ft.) wide City-owned greenways along both the north and south sides of the site with additional 3.0m (9.6 ft.) setbacks to the proposed townhouse units.
- Staff will work with the applicant to prepare revised preliminary development plans prior to the Public Hearing should the bylaws be granted 1st reading.
- More detailed architectural form/character and landscaping plans will be prepared through the Development Permit process.
- Staff have also prepared revised Rezoning Considerations to achieve the desired form of development with changes that include a revised subdivision plan, and inclusion of both greenways being part of the Servicing Agreement and Parks Planning processes.

Should you have any questions or concerns regarding this information, please do not hesitate to contact me directly.


Wayne Craig
Director of Development

cc: Joe Erceg, General Manager, Planning and Development
Mark McMullen, Senior Coordinator – Major Projects

Attachment 1 Revised OCP Amendment Bylaw 9156
Attachment 2 Revised Zoning Amendment Bylaw 9155
Attachment 3 Revised Rezoning Considerations



City of Richmond

Bylaw 9156

Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 9156 (RZ13-649524) 10440 and 10460 No. 2 Road

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

- 1. Richmond Official Community Plan Bylaw 9000 is amended at Attachment 1 to Schedule 1, 2041 OCP Land Use Map, for those areas marked "A" and "B" and shown hatched on "Schedule A attached to and forming part of Bylaw 9156", by designating area "A" as "Neighbourhood Residential" and area "B" as "Park".
2. This Bylaw may be cited as "Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 9156".

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

Horizontal lines for recording readings and conditions.

CITY OF RICHMOND APPROVED by [Signature] APPROVED by Manager or Solicitor [Signature]

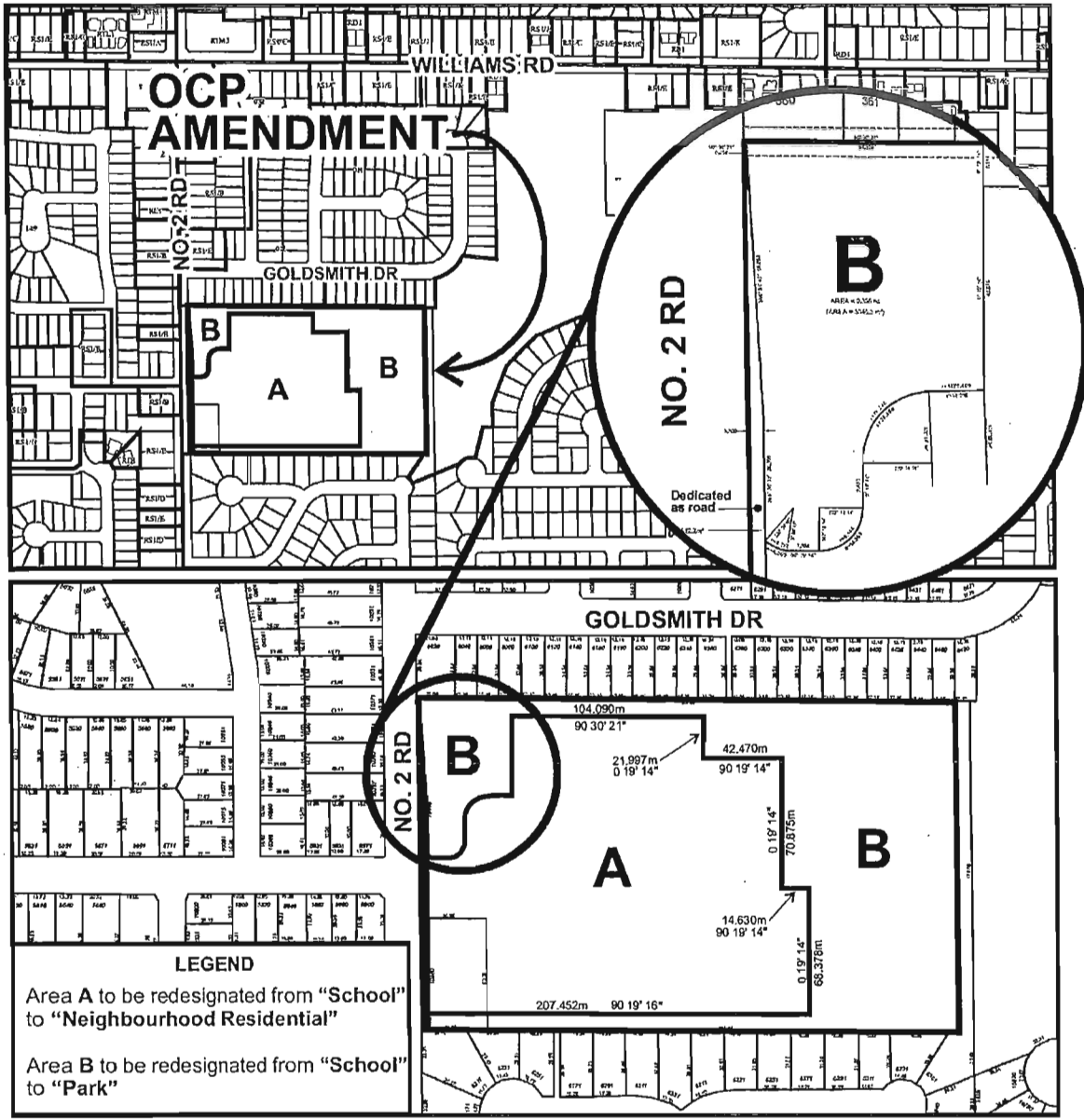
MAYOR

CORPORATE OFFICER

“Schedule A attached to and forming part of Bylaw 9156”



City of Richmond



	<p>OCP Amendment Bylaw 9156 (RZ 13-649524)</p>	<p>Original Date: 11/12/13 Revision Date: 12/17/14 Note: Dimensions are in METRES</p>
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**Richmond Zoning Bylaw 8500
Amendment Bylaw 9155 (RZ13-649524)
10440 and 10460 No. 2 Road**

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

1. Richmond Zoning Bylaw 8500 is amended by inserting Section 17.72 as follows:

“17.72 Town Housing (ZT72) – London/Steveston (No. 2 Road)

17.72.1 Purpose

The zone provides for **town housing** with a **density bonus** for the provision of **affordable housing units** and a **child care** facility.

17.72.2 Permitted Uses

- **housing, town**

17.72.3 Secondary Uses

- **boarding and lodging**
- **child care**

17.72.3 Permitted Density

1. The maximum **floor area ratio** (FAR) is 0.55, together with an additional 0.05 **floor area ratio** provided that is entirely used to accommodate **amenity space**.
2. Notwithstanding Section 17.72.3.1, the reference to “0.55” in relation to the maximum **floor area ratio** is increased to a higher **density** of “0.81”, provided that:
 - a) the **owner** has, on an adjacent **lot**, constructed and transferred to the **City** a **child care** with a **floor area** of at least 511 m² and capable of accommodating 37 children; and
 - b) prior to occupancy of any **building** on the **lot**, the **owner**:
 - i) has constructed on the **lot** and/or provided to the **City** security, in an amount satisfactory to the **City**, for not less than 12 **affordable housing units**, with the combined **habitable space** of the **affordable housing units** comprising at least 1,451m² or 6.0% of the total **floor area** of the **town housing** units constructed on the **lot**, whichever is greater; and
 - ii) enters into a **housing agreement** with respect to the **affordable housing units** and registers the **housing agreement** against the title to the **lot**, and files a notice in the Land Title Office.

17.72.4 Permitted Lot Coverage

1. The maximum **lot coverage** is 42% for **buildings**.

17.72.5 Yards & Setbacks

1. The minimum **front yard** is 6.0 m.
2. The minimum **side yard** for the north side of the **site** is 3.0 m.
3. The minimum **side yard** for the south side of the **site** is 3.0 m.
4. The minimum **rear yard** is 3.0 m.

17.72.6 Permitted Heights

1. The maximum **height** for **buildings** is 11.0 m, but containing no more than 3 **storeys**.
2. The maximum **height** for **accessory buildings** is 6.0 m, except 13.0 m for a **building** accommodating **amenity space**.
3. The maximum **height** for **accessory structures** is 6.0 m, except 9.0 m for public art approved by the City.

17.72.7 Subdivision Provisions/Minimum Lot Size

1. There are no minimum **lot width** or **lot depth** requirements.
2. The minimum **lot area** is 27,500 m².

17.72.8 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided in accordance with the provisions of Section 6.0.

17.72.9 On-Site Parking and Loading

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0.

17.72.10 Other Regulations

1. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply.”
2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the

following area and designating it "Town Housing (ZT72) – London/Steveston (No. 2 Road)":

That area shown cross-hatched and marked "A" on "Schedule A attached to and forming part of Bylaw No. 9155"

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 9155".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by <i>BL</i>
APPROVED by Director or Solicitor <i>bl</i>

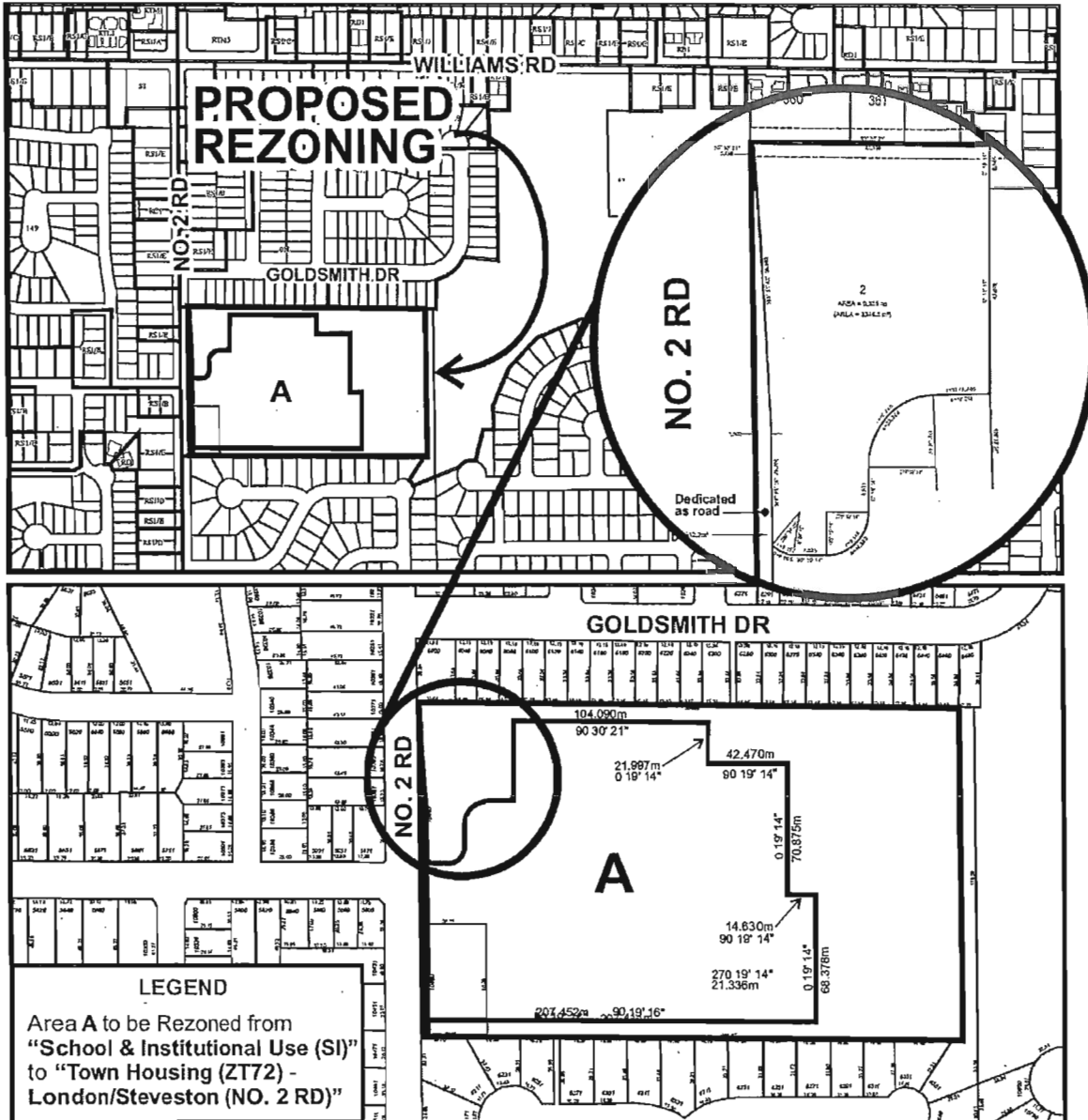
MAYOR

CORPORATE OFFICER

“Schedule A attached to and forming part of Bylaw No. 9155”



City of Richmond



Zoning Amendment Bylaw 9155
(RZ 13-649524)

Original Date: 11/12/13
Revision Date: 12/17/14
Note: Dimensions are in METRES



Address: 10440/10460 No. 2 Road

File No. RZ 13-649524

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9155, the developer is required to complete the following:

1. Final Adoption of OCP Amendment Bylaw 9156.
2. Road dedication is required along the entire No. 2 Road frontage with an area of 512.2m² and a depth of 3.3m tapering towards the current property line at the north end of the site as shown on the Draft Ultimate Road Functional Plan within Attachment 1. Further to the Draft Ultimate Plan in Attachment 1, a detailed Final Ultimate Road Functional Plan is required to be prepared by the developer to the satisfaction of the Director of Transportation to confirm that adequate road dedication is included in the final subdivision plan and the final statutory rights-of-way plans (under condition nos. 10 to 13).
3. Preparation and registration of a subdivision plan that consolidates the current lots, dedicates road as provided in section 2 above, and subdivides the consolidated lot into three (3) parcels comprising the “Lands” (which will require the demolition of any part of the existing school buildings crossing new proposed parcel lines) as shown on Attachment 2 and as follows:
 - a) Parcel 1- 2.85 ha. for the townhouse development;
 - b) Parcel 2 – 0.335 ha. for a child care/entry plaza; and
 - c) Parcel 3- 2.01 ha. for park and the North and South Greenway sections.
4. Transfer Parcel 2 (child care / entry plaza) to the City for \$10.00, free and clear of all charges and encumbrances except for the charges registered as requirements of this rezoning. The City and the Developer will enter into a Purchase and Sale Agreement for the transfer of fee simple title to Parcel 2 (child care / entry plaza) to the City.
5. Transfer Parcel 3 (park) to the City for \$10.00, free and clear of all charges and encumbrances except for the charges registered as requirements of this rezoning. The City and the Developer will enter into a Purchase and Sale Agreement for the transfer of fee simple title to Parcel 3 (park and North and South Greenways) to the City. (Note: Regarding the 2.345 ha. of park land contained within Parcels 2 and 3 under conditions nos. 4 and 5, the Developer will be eligible for a Park Acquisition DCC credit not exceeding the Park Acquisition DCCs payable for the townhouse development within Parcel 1.)
6. The developer will register a covenant on the title of Parcel 1 (development parcel) that prohibits the issuance of any building permit granting occupancy until the developer:
 - a) Undertakes any remediation of any identified contaminants on the proposed Parcels 1, 2 and 3 in accordance with applicable Provincial legislation, including any requirements from the Director of Waste Management;
 - b) Provides receipt of written confirmation from the Province that any requirements, as applicable, under Provincial legislation are satisfied regarding occupancy of the development and the proposed uses of Parcels 1,2 and 3; and
 - c) Submits a report prepared by a professional qualified in contaminated site remediation that confirms that any identified contamination of Parcels 2 and 3 has been remediated to the City’s satisfaction.

This covenant will indemnify the City from liability related to any contamination on Parcels 1, 2 and 3.

7. Submission of a Contract entered into between the developer and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
8. Submission of a Tree Survival Security to the City in the amount of \$21,000 as follows: \$1,000 for 2:1 replacement of one (1) on-site tree to be to be retained (tree no. 94) and \$20,000 for a specimen quality large tree to replace the large

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tree (tree no. 89) within the driveway median at No. 2 Road should these trees not be able to be retained through the Building Permit for the child care on Parcel 2, the servicing agreement or the construction process.

9. Registration of the City's standard flood covenant on the title of Parcel 1 ensuring that there is no construction of habitable area below the Flood Construction Level of 2.9 m (Area A) or below 0.30 m above the crest of the adjacent No. 2 Road.
10. No 2. Road Sidewalk: Registration of statutory right-of-way on Parcels 1 and 2 with a minimum width of 0.65 m adjacent to No. 2 Road (with widening around the loading layby) and adjacent to the proposed No. 2 Road dedication that allows for public road, sidewalk, utilities and public right of passage with developer construction of the works and City maintenance of these works as shown on Attachment 2.
11. Child Care Driveway Access: Registration of a cross-access easement or statutory right-of-way and/or other legal agreements over Parcel 1 in favour of the City and Parcel 2 that provides public access between No. 2 Road and the Parcel 2 (child care) with an approx. area of 804.7m² shown on Attachment 2 that physically includes:
 - a) The development's sole entrance driveway on Parcel 1 as generally shown on Attachment 3;
 - b) Two (2) 4.0 m corner cuts taken from the back of the No. 2 Road sidewalk SRW (under condition no. 10);
 - c) Any other geometric changes required in the Final Ultimate Functional Road Plan and to the satisfaction of the Director of Transportation and Director of Development.

The cross-access easement and statutory right-of-way and/or other legal agreements will provide for:

- a) Developer construction of all works;
 - b) Parcel 1 owner/strata maintenance of the driveway at the sole cost of the Parcel 1 owners/strata;
 - c) Public motor vehicle, pedestrian and bicycle access at all times;
 - d) City access and maintenance of any traffic signalization and wiring and any utilities serving the child care on Parcel 2;
 - e) Indemnification of the City of all liability.
12. No. 2 Road Greenway Section: Registration of a statutory right-of-way in favour of the City on the title of Parcel 2 that provides public access as generally shown on Attachment 2 with an approx. area of 518.5 m² which physically includes:
 - a) The 6.0 m wide north-south greenway along No. 2 Road;
 - b) Any other geometric changes as required and to the satisfaction of the Senior Manager, Parks and the Director of Development.

The statutory right-of-way will provide for:

- a) Developer construction of all works;
 - b) Public pedestrian and bicycle access at all times;
 - c) City access and maintenance of the works including landscaping, pathway, sidewalks and public art installations;
13. No. 2 Road Access & Greenway Section on Parcel 2: Registration of a statutory right-of-way or easement on the title of Parcel 2 in favour of the City and Parcel 3 (city park) that provides public access as generally shown on Attachment 2 with an approx. area of 458.3 m² which physically includes a 6.0 m section wide of the North greenway connecting to the section of the North Greenway on Parcel 3 (park);

The statutory right-of-way or easement will provide for:

- a) Developer construction of all works;
- b) Public pedestrian and bicycle access at all times;
- c) City access and maintenance of the works including landscaping, pathway, sidewalks and public art installations;
- d) Vehicle access to Parcel 3 (park) if required to satisfy the requirements of the Land Title Act.

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14. Discharge of the following two (2) City of Richmond 1.5 m wide statutory-rights-of-way (LTO nos. BF375536 and BF359159) that are located along the full lengths of the north and south boundaries of the Lands (to be replaced concurrently with a new 4.5 m wide utility statutory-rights-of-way described in condition no. 15 below).
15. The granting of two (2) 4.5 m wide statutory rights-of-way (SRWs) along the full lengths of the north and south boundaries of the Lands for City construction, maintenance and repair of the existing and future City sanitary lines and other future City utilities as required (this replaces the current 1.5 m SRWs described in condition no. 14 above).
16. Voluntary contribution of \$60,000 (Acct. #2350-10-23860-000) to the City for the construction of two (2) public transit shelters.
17. City acceptance of the developer's offer to voluntarily contribute \$0.77 per buildable square foot to the City's public art fund (Acct. #7750-80-00000-000) (e.g. \$197,188 to be confirmed based on the final DP Plans).
18. Registration of a legal agreement on the title of Parcel 1 (development parcel) that requires construction of a child care facility on Parcel 2 that provides for:
 - a) At the developer's sole cost, construction of the child care facility (building and all site development) in accordance with the Terms of Reference in Attachment 5;
 - b) Submission of a security for construction of the child care facility in the amount of \$3,300,000 in cash or a letter of credit in a form satisfactory to the City prior adoption of the zoning amendment bylaw;
 - c) Contribution of \$100,000 (Acct. #1315-40-000-00000-0000) to the City prior to adoption of the zoning amendment bylaw for the City's design review and project management costs during the approval and construction stages of the child care;
 - d) Completion of the child care facility on Parcel 2 to the City's satisfaction prior to issuance of a permit granting occupancy for any of the final 40 dwelling units of the proposed total 133 units on Parcel 1 or registration of the final phase within a Phased Strata Plan for the development on Parcel 1 or June 30, 2017, whichever comes earlier; and
 - e) The release of the security, or portion then unused, when the child care facility is completed to the satisfaction of the City.
19. Registration of the City's standard Housing Agreement and housing covenant to secure 12 affordable town housing units, the combined habitable floor area of which shall comprise at least 1,451 m² (15,620 ft²) or 6.0% of the subject development's total residential building area on Parcel 1, whichever is greater. Occupants of the affordable housing units are subject to the Housing Agreement and housing covenant and shall enjoy full and unlimited access to and use of all on-site indoor and outdoor amenity spaces. The terms of the Housing Agreement and covenant shall indicate that they apply in perpetuity and provide for the following Affordable Housing units to be constructed as follows:

Unit Type	Number of Units	Minimum Unit Area	Maximum Monthly Unit Rent**	Total Maximum Household Income**
3-Bedroom Townhouse with Enclosed Double Garages (floor area not included)	12	117.5m ² (1,265 ft ²)	\$1,437	\$57,500 or less

** May be adjusted periodically as provided for under adopted City policy for the Affordable Housing Strategy.

The Housing Agreement and housing covenant will provide that:

- (a) The first six (6) affordable housing units are to be constructed within the first phase of any Phased Strata with no building permit being issued for any unit in the first phase unless the building permit includes the affordable housing units;
- (b) No building permitting granting occupancy for any unit in the first phase may be issued unless a building permit granting occupancy has been issued for first six (6) affordable housing units;

Initial: _____

- (c) The last six (6) affordable housing units are to be constructed no later than the last phase of any Phased Strata with no building permit being issued for the last 40 units in the last phase unless the building permit includes the affordable housing units;
 - (d) No building permitting granting occupancy for any unit in the last phase or last 40 units, whichever comes earlier, may be issued unless a building permit granting occupancy has been issued for last six (6) affordable housing units;
 - (e) In addition to the no-occupancy requirement in (d) above, the Developer submit a security for construction of the last six (6) affordable housing units in the amount of \$1,783,000 to be received in cash or a letter of credit in a form satisfactory to the City prior adoption of the zoning amendment bylaw;
 - (f) The City may draw upon the \$1,783,000 security (the City's valuation of the cost of one-half of the affordable housing units at \$228.29/sf) to be deposited into the City's Affordable Housing Reserve Fund to construct the said last six (6) affordable housing units at another site if the Developer does not construct and obtain a building permit granting occupancy for the last six (6) affordable housing units prior to June 30, 2018;
 - (g) There will be release of the security, or portion then unused, when the said last (6) affordable housing units are completed to the satisfaction of the City.
20. Registration of a legal agreement on title identifying that the proposed development must be designed and constructed to meet or exceed Ener-guide 82 criteria for energy efficiency, and that the dwellings are pre-ducted for solar hot water heating. The legal agreement provides for an Evaluation Report by a Certified Energy Advisor prepared to the satisfaction of the Director of Development is to be submitted prior to Development permit issuance certifying that the all units, including confirming that the most marginal (e.g. greatest heat loss units), meet or exceed the Ener-guide 82 criteria, and that the solar water heating pre-ducting is included within the detailed design at the Building Permit stage.
21. The developer will register a covenant on the title of Parcel 1 (development parcel) that prohibits the conversion of any tandem parking garage into floor area to be used for habitation.
22. The submission and processing of a Development Permit* for the townhouse development on Parcel 1 completed to a level deemed acceptable by the Director of Development.
23. For the park on Parcel 3, the Developer will fund consultants to be selected and managed by the Senior Manager, Parks for the development of a comprehensive Park Concept Plan to be presented to City Council for endorsement prior to adoption of the zoning amendment bylaw. (Note: The developer will be eligible for Park Development DCC credits for up to \$30,000 for the City's consultant fees required to complete the Park Plan. Any costs over the \$30,000 will not qualify for a DCC credit in respect of the development.)
24. Enter into a Servicing Agreement to be registered on title and submit security for the estimated value of the works to the satisfaction of the City for the design and construction of the engineering, transportation and parks works described in Attachment 4. This agreement will provide that the Developer will be required to coordinate with BC Hydro to determine the route for the power upgrade for the Oeser sanitary pump station which may include, but not limited to access via SRWs running through the Lands, or via the existing roadway network.

Prior to a Development Permit* being forwarded to the Development Permit Panel for consideration, the developer is required to:

- 1. Submit a landscaping security Letter-of-Credit in an amount based on a sealed estimate from the project registered Landscape Architect for the townhouse development on Parcel 1 (including materials, labour & 10% contingency).
- 2. That notations be included on the Development Permit Plans that state the following accessibility measures be included: 14 "Convertible Units" and that all 12 affordable housing units include "Barrier Free Unit" features applicable townhouses. All other units are to include "Aging in Place" elements as specified in the City's Official Community Plan.

Prior to Building Permit Issuance, the developer must complete the following requirements:

- 1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Division. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and

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proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.

Incorporation of the accessibility measures in Building Permit (BP) plans as determined via the Rezoning and Development Permit processes. This includes submission of a Letter of Assurance from the Architect of Record and that the building permit plans include that the following accessibility measures: 14 "Convertible Units" and that all 12 affordable housing units include the "Barrier Free Unit" elements applicable to townhouses. All other units are to include "Aging in Place" elements as specified in the City's Official Community Plan.

2. Submission of an Evaluation Report by a Certified Energy Advisor prepared to the satisfaction of the Director of Development certifying that the all units, including confirming that the most marginal (e.g. greatest heat loss units), meet or exceed the Ener-guide 82 criteria, and that solar water heating pre-ducting is to be installed.
3. If applicable, payment of latecomer agreement charges associated with eligible latecomer works.
4. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Division at 604-276-4285.

Note:

- * This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property developer but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

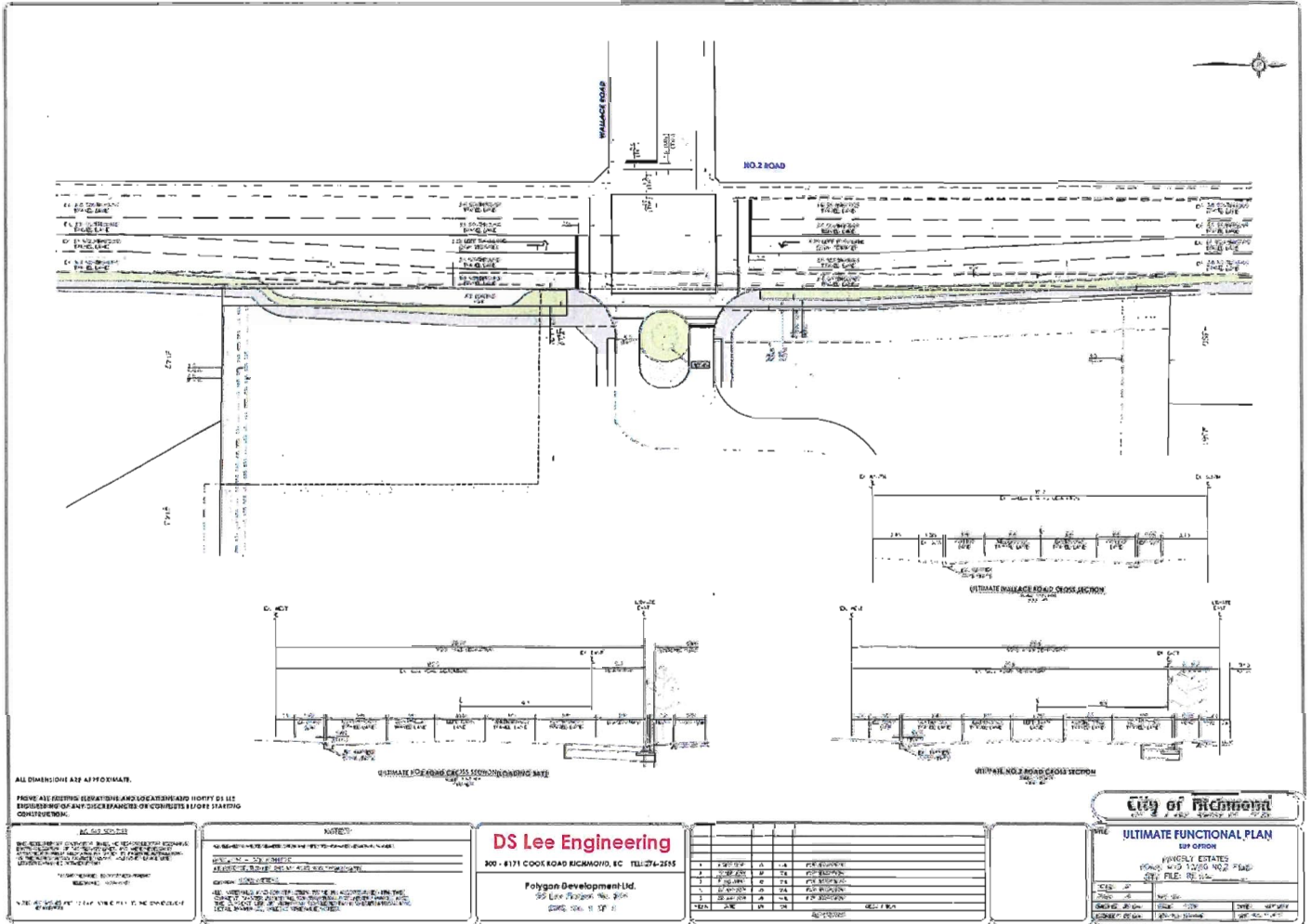
- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed

Date

Initial: _____

ATTACHMENT 1 DRAFT ULTIMATE FUNCTIONAL ROAD PLAN



ALL DIMENSIONS ARE AS SHOWN.
FROM ALL EXISTING ELEVATIONS AND LOCATIONS UNLESS NOTED TO THE CONTRARY.

REVISIONS

NO.	DATE	DESCRIPTION

NOTES

1. ALL DIMENSIONS ARE AS SHOWN.
2. ALL ELEVATIONS ARE IN FEET UNLESS NOTED OTHERWISE.
3. ALL DISTANCES ARE IN FEET UNLESS NOTED OTHERWISE.
4. ALL ANGLES ARE IN DEGREES UNLESS NOTED OTHERWISE.
5. ALL MATERIALS AND METHODS SHALL BE AS SPECIFIED IN THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, UNLESS NOTED OTHERWISE.
6. ALL UTILITIES TO BE DELETED SHALL BE SHOWN ON THE PLAN.
7. ALL UTILITIES TO BE MAINTAINED SHALL BE SHOWN ON THE PLAN.
8. ALL UTILITIES TO BE RELOCATED SHALL BE SHOWN ON THE PLAN.
9. ALL UTILITIES TO BE NEW SHALL BE SHOWN ON THE PLAN.
10. ALL UTILITIES TO BE ABANDONED SHALL BE SHOWN ON THE PLAN.

DS Lee Engineering
300 - 8171 COOK ROAD RICHMOND, SC TEL: 274-2515

Polygon Development Ltd.
255 Lee Polygon Way, Suite 100
Richmond, SC 29224

NO.	DATE	DESCRIPTION
1	12/17/14	FOR REVIEW
2	12/17/14	FOR REVIEW
3	12/17/14	FOR REVIEW
4	12/17/14	FOR REVIEW
5	12/17/14	FOR REVIEW
6	12/17/14	FOR REVIEW
7	12/17/14	FOR REVIEW
8	12/17/14	FOR REVIEW
9	12/17/14	FOR REVIEW
10	12/17/14	FOR REVIEW

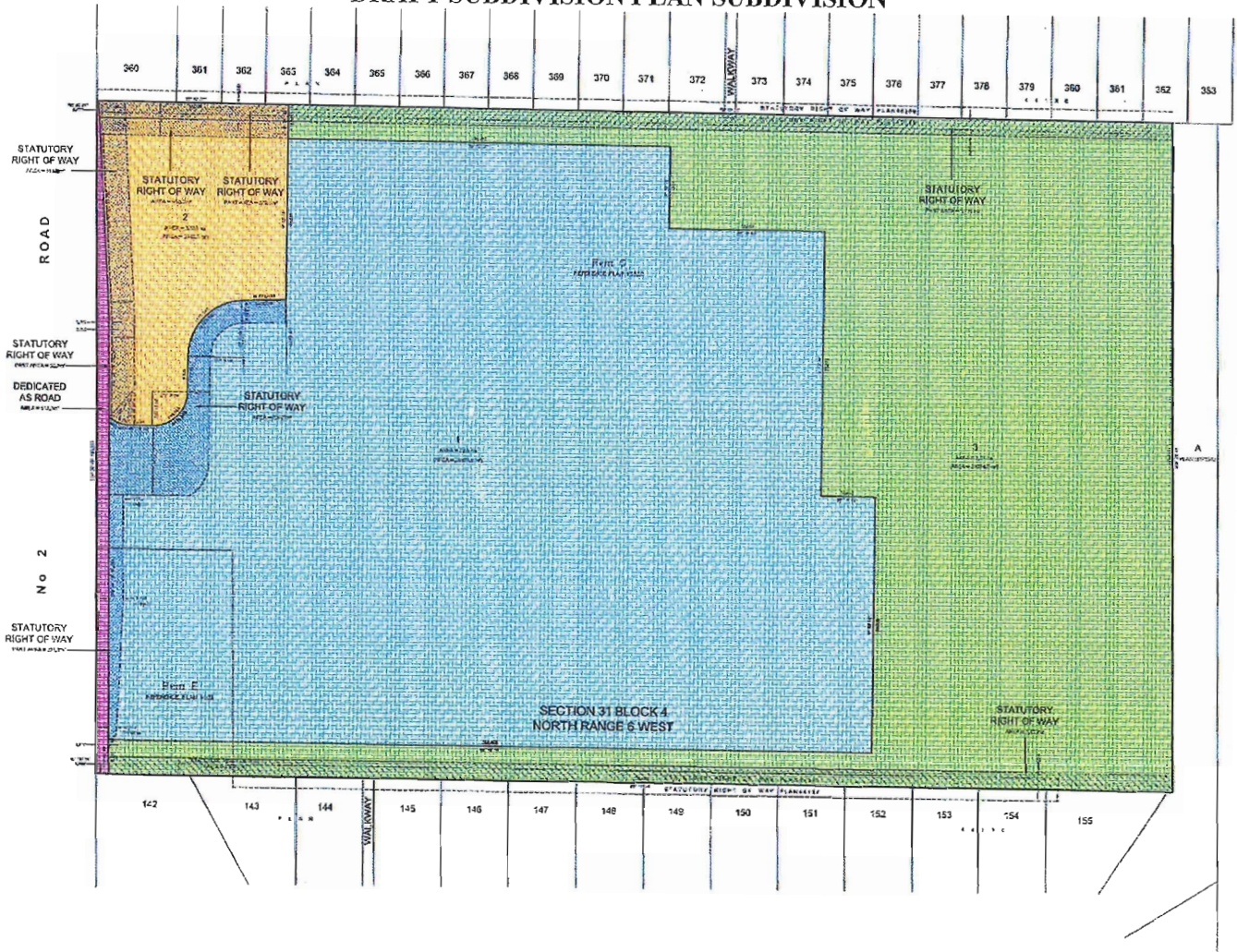
City of Richmond

ULTIMATE FUNCTIONAL PLAN
EST OPTION

POLYGON DEVELOPMENT LTD.
255 LEE POLYGON WAY, SUITE 100
RICHMOND, SC 29224

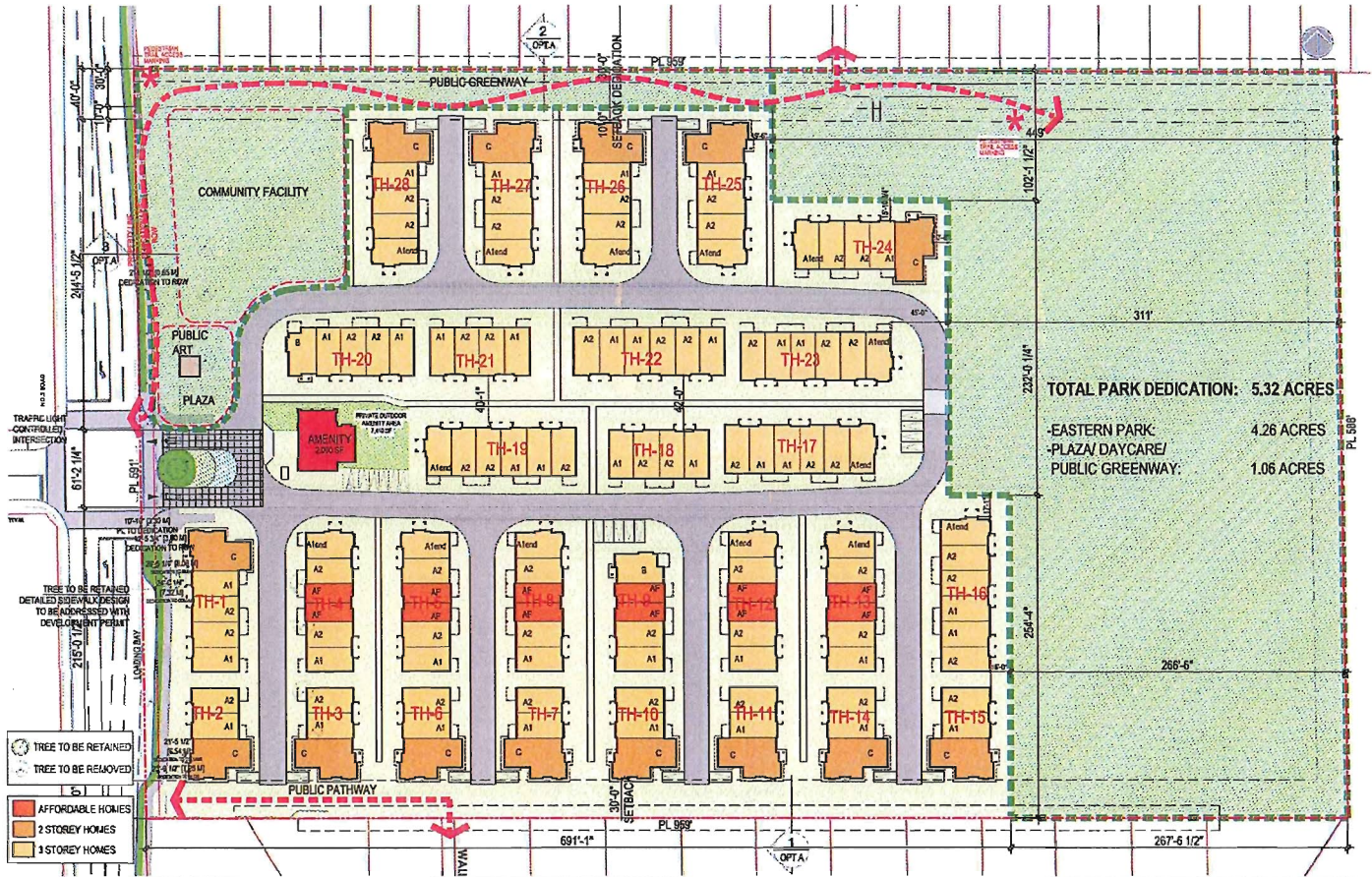
DATE: 12/17/14
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ATTACHMENT 2: DRAFT SUBDIVISION PLAN SUBDIVISION



ATTACHMENT 3 DEVELOPMENT SITE

(NOTE: Site Plan to be Revised to Accommodate 9.0m South Greenway as per Subdivision in Attachment 2)



RHA Rositch Hemphill Architects
120 Powell Street, Unit 110 Vancouver, BC Canada V6A 1G1
1 604 669 6002 1 604 669 1094 www.marhitechs.ca

PROJECT:
Kingsley Estates
10440/60 No. 2 Rd., Richmond, BC

DRAWING TITLE:
SITE PLAN OPTION A
133 units



POLYGON
110 St. - 1000 10th Avenue, Okanogan, BC
Canada V2K 2K2 (250) 871-1100

DATABASE: 1321-sheplan
PROJECT NO.: 1331
DATE: 08 DEC 2014
SCALE: 1/32" = 1'-0"

ATTACHMENT 4
SERVICING AGREEMENT REQUIREMENTS

Enter into a Servicing Agreement for the design and construction of works that include, but may not be limited to the following:

1.0 Engineering Servicing Requirements:

1. Storm Sewer works:

- a. Reinstate any existing drainage connection within the portion of the development that is to be dedicated as Park land.

2. Sanitary sewer works:

- a. Developer to upgrade the existing Oeser sanitary pump station including but not limited to the following:
 - i. Provide new BC Hydro 100A, 600V, 3 phase power to the pump station complete with the related BC Hydro civil works (i.e., underground ducts, junction box, transformer pad, etc.). The developer will be required to coordinate with BC Hydro to determine the route for this power upgrade which may include, but not limited to access via SRW's through the development site, or via the existing roadway network. DCC credits will apply to hydro upgrades related to the sanitary pump station, as applicable.
 - ii. Upgrade the pump station to current standards (pumps, pump station electronics, kiosk, new generator set, etc.). DCC credits will apply if applicable.
 - iii. Existing wet well to remain.
- b. Using the City's OCP sanitary hydraulic model there is adequate capacity within the existing gravity sewer from the proposed site to the Oeser pump station. The City will prescribe the size of any upgrades or new sanitary mains through the servicing agreement if required, to accommodate the development servicing (i.e., design changes or daycare servicing).
- c. Provide a 4.5m wide Utility Right of Way at the entire north and south property lines of the proposed site. A gate access via No. 2 Road to the utility right of way along the north property line is required.

3. Water works:

- a. Using the OCP Model, there is 440 L/s available at 20 psi residual at the hydrant located at No 2 Road frontage. Based on your proposed rezoning, your site requires a minimum fire flow of 220 L/s. Once you have confirmed your building design at the Building Permit stage, you must submit fire flow calculations signed and sealed by a professional engineer based on the Fire Underwriter Survey or ISO to confirm that there is adequate available flow.
- b. Via the Servicing Agreement the City will review the impact of the proposed works (i.e., frontage improvements, road widening, private utility works such as hydro, telecom and gas, etc.) on the existing 200mm diameter asbestos-cement (AC) watermain on No 2 Road Road. Replacement/relocation of portions of the AC watermain will be required.
- c. An additional hydrant is required at No. 2 Road frontage to meet the City's standard spacing.
- d. Remove existing lead and hydrant that are located on the north property line of the proposed site. Cap the lead at the main in No. 2 Road.

4. General Items:

- a. Developer to provide Private utility companies rights-of-ways to accommodate their above ground equipment (i.e., above ground private utility transformers, kiosks, etc. shall be designed to minimize the impact on public

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open space). It is recommended that the developer contact the private utility companies to learn of their requirements.

- b. An existing BC Hydro end pole will require removal and its overhead primary lines will require undergrounding to accommodate the proposed driveway/entrance on No. 2 Road frontage.
- c. Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- d. The developer will be responsible for any child care site servicing requirements under a Servicing Agreement.
- e. The developer is responsible for the under-grounding of the existing private utility pole line and/or the installation of pre-ducting for private utilities, subject to concurrence from the Private Utility Companies. Through the Servicing Agreement and detail design, Private Utility Companies may require additional space for their infrastructure (kiosks, vista, transformers, LPTs, PMTs); this may include rights-of-ways on the development site to minimize impact on public space.
- f. Proposed City infrastructure (road, curb & gutter, boulevard, sidewalk, street lighting and utilities) to be located within road dedications with the exception of not more than 0.65m of sidewalk within a SRW parallel to the dedication.
- g. Street lighting is required for all interim and permanent road and sidewalk works, the extent of which is to be assessed by the developer's consultants during the service agreement process.

2.0 Transportation Requirements:

1. Pavement widening is required as well as new curb and gutter as per the Ultimate No. 2 Rd. Functional Plan in Attachment 1. Behind the new curb, will be required a minimum 1.5m landscaped and treed boulevard and 2.0m sidewalk. The areas of the boulevard near the North Greenway and South Greenway connections will need special treatment and/planting to prevent undesirable pedestrian crossing of No. 2 Rd. Part of the 2.0m sidewalk and the remaining frontage is to be constructed as a layby designed to accommodate the parking of a WB17 loading truck (with decorative hardscaping material near the layby) will be located within the SRW described above and as conceptually shown on Attachment 1.
2. Installation of a new traffic signal at No.2 Rd./Wallace Street and the development access driveway. Existing pedestrian signal to be upgraded to a full traffic signal. The work shall include but not limited to:
 - a. type "P" controller cabinet.
 - b. UPS (Uninterrupted Power Supply)
 - c. video detection
 - d. illuminated street name signs
 - e. service base
 - f. type "S" and/or type "L" poles/bases to suit site conditions
 - g. APS (Accessible Pedestrian Signals)
 - h. fibre optic communications cable and associated equipment
 - i. in-ground vehicle detection
 - j. removal of existing signal poles, bases, etc to be returned to City Works Yard
 - k. special decorative treatment to highlight the greenway crosswalks on No. 2 Road
 - l. all associated costs to upgrade this system to be borne by the Developer.
3. Any traffic signal modifications required due to this Development are the sole responsibility of the Developer including but not limited to:
 - a. Traffic pole/base relocations along the frontage of the development
 - b. junction box/conduit relocations
 - c. associated traffic signal cables/conductors and vehicle detector loops.

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- d. traffic signal modification design drawings. (if required, to be identified during the SA process.)The design of the intersection is to be to TAC standard for intersection design, including barrier curbs at the corners. As well, signage and pavement markings, including green coloured crosswalks with dashed lines on the north and south crosswalks are required as part of the Greenway connection through the intersection.
4. The construction of the No.2 Road Greenway and adjacent section of the North Greenway (paved path and landscape area) may include pedestrian wayfinding treatments, such as, special stencils, signage, decorative bollards, etc. to guide users from the northern section to the crossing at Wallace St. as conveniently as possible.
5. The City will permit the only access to the townhouse site, park and child care facility to be from the driveway aligned with the Wallace Rd. intersection. No additional access to No. 2 Rd. is supported through the Servicing Agreement process.
6. It should be noted that no Road Works DCC credits available for any of the works, SRW or road dedication.

3.0 Parks Requirements

1. As part of the main Servicing Agreement for the development, for the No. 2 Road Greenway and the Entry Plaza on Parcel 2, the Developer will be required to prepare a landscape plan that includes but is not limited to the following being designed, secured and constructed to the satisfaction of the Senior Manager, Parks and the Director of Transportation (No DCC Credits Available):
 - a. A three (3.0) m wide publicly and universally accessible 24 hours-a-day, pedestrian, bicycle, and maintenance vehicle paved pathway;
 - b. High quality site furnishings, way-finding signage, creative interpretation of historic school use, pedestrian lighting, decorative paving, trees and plant material, and storm water management measures;
 - c. Clear sight lines through to Steveston Park and use of other methods (e.g. landmark features) to ensure public safety and to promote Steveston Park as a destination;
 - d. Clear distinction between public and private spaces along the Greenway with no overhang encroachments from adjacent buildings or auxiliary uses;
 - e. Seamless integration of the No. 2 Road Greenway landscape features with the North Greenway and Park on Parcel 3 to the north and east;
 - f. Public art elements that reflect the school history of the site that may be within the Greenway coordinated with public art within the Entry Plaza as determined under a Public Art Plan approved by the City.
 - g. A high quality public Entry Plaza adjacent to the main access driveway off of No. 2 Road that “opens up” and clearly invites the public into the site and visually and functionally connects to the pedestrian/bike Greenway through a coordinated language of site furnishings and other Greenway features;
 - h. Well- delineated pedestrian/cycling cross-walk to safely connect the Plaza and the No. 2 Road Greenway;
 - i. Location within the Entry Plaza of a public art ‘piece’ or series of public art elements as well as creative multi-functional site furnishings. These works are to be coordinated and undertaken in conjunction with the Public Art Plan prepared to the satisfaction of the Director, Arts, Culture and Heritage Services and Senior Manager, Parks. The value of public art will be at least equal to the amount provided under the City’s Public Art Policy.
 - j. A high quality streetscape that is designed and coordinated with the Entry Plaza to the satisfaction of Director of Transportation and Senior Manager, Parks.

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- k. Delineated pedestrian pathway connections for the north-south secondary trails connecting to the existing neighborhood walkways.
2. If the City agrees to have the Developer complete development of the Park and North/South Greenways on Parcel 3 under a separate Servicing Agreement, the Developer will be required to fund consultants selected and managed by the Senior Manager, Parks to complete detailed park construction plans and oversee the construction. Before June 30, 2015, the City has the opportunity to exercise its option to complete construction of the park in the future provided it gives the developer three (3) months notice of such intent. The developer will be eligible for Park Development DCC credits for up to \$25,000 for the City's consultant fees required to complete the park construction plans if the developer constructs the park improvements under such Servicing Agreement (this credit is in addition to the \$30,000 credit for preparation of the Park Plan under the Rezoning Considerations).
3. If the Developer constructs the park works on Parcel 3, the Developer will not be obligated to construct those park works that may be greater than the Park Development DCCs applicable to the development. The Developer will be eligible for a Parks Development DCC credit up to the lesser of: the amount in the DCC program, the DCCs payable or the actual costs of the construction of the park works on Parcel 3 (including the above-noted City consultant costs for the Park Plan and construction plans). The City will contribute to any direct park construction cost (that is not associated with the actual development or No. 2 Road Greenway and Entry Plaza on Parcel 2 as described in Section 3.1 above) that is beyond the total development's Parks Development DCCs payable. The Developer will provide a security under the Servicing Agreement for the value of the park construction works up to the Parks Development DCCs payable.
4. The Developer will also be eligible for a Parks Acquisition DCC credit up to the lesser of: the land value in the DCC program, the DCCs payable or the actual cost of the land.

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ATTACHMENT 5

Child Care Facility Design-Build –Terms of Reference

FOR 10440/60 No. 2 Road – Polygon - Prepared by City of Richmond, September 25, 2014

1. Intent

The child care facility must:

- a) Have a total indoor floor area of 5,500 sq. ft., and a 5000 sq. ft. outdoor area, to the satisfaction of the General Managers of Community Services and Engineering and Public Works;
- b) Provide a program for children between the ages of birth and 6 years (Note that the age range may be adjusted as determined through consultation with the City and operator);
- c) Satisfy the Vancouver Coastal Health Office, *Design Resource for Child Care Facilities* and any applicable City policy, child care design guidelines or technical specifications in effect at the time the facility is to be constructed;
- d) Be capable of being licensed by Community Care Facilities and/or other relevant licensing policies and/or bodies at the time of the facility's construction and in accordance with applicable Provincial *Child Care Regulations*; and
- e) Be designed, developed and operated within the City's Child Care Development Policy #4017 which states that:
 - The City of Richmond acknowledges that quality and affordable child care is an essential service in the community for residents, employers, and employees.
 - To address child care needs, the City will plan, partner and, as resources and budgets become available, support a range of quality, affordable child care facilities, spaces, programming, equipment, and support resources.
 - To develop City child care policies and guidelines, and use Council's powers and negotiations in the development approval process, to achieve child care targets and objectives.

2. Development Processes/Considerations

- a) Operator involvement:
 - The indoor floor plan and the landscape plan for the outdoor play area would benefit from the involvement of the Council selected child care operator or its representative.
 - To ensure the facility is satisfactory for child care programming and related purposes and will be a viable operation, the operator should have input into:
 - Space needs and design;
 - Operation and functioning of the facility;
 - Maintenance;
 - Fittings and finishes;
 - Equipment;
 - Lighting; and
 - Related considerations.
 - If Council has not selected an operator prior to building permit application then City staff will provide this guidance.
- b) Child Care Licensing Officers Involvement – The application of the *Provincial Child Care Regulations* can vary based on the local Child Care Licensing Officer's interpretation of programs needs; it is therefore essential that the Licensing Officer be involved with the design and development of the facility from the outset.
- c) Performance –To ensure the facility will, on an ongoing basis, be both functioning and operational to the satisfaction of the City, the developer will be required, in consultation with the City, operator, and other affected parties, to define a standard of performance and the measures necessary to safeguard that those standards will be achievable (e.g., responsibility for maintenance). This assurance will be provided at each design stage, including rezoning, building permit issuance, contractor construction plan and specifications preparation, and occupancy by the written confirmation of the City's Development Applications Division, Capital Buildings and Project Management Division and Community Services Department. This assurance will be provided in part, by the City's engagement of independent professionals and quantity surveyors. The cost of these services will be paid from the Child Care Reserve Fund project budget for this Facility, consisting of contributions from developers of this and other projects.

3. Facility Description

- a) General Considerations - As noted above (see Intent), the facility must satisfy all City of Richmond, licensing, and other applicable policies, guidelines, and bylaws as they apply at the time of construction.

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For reference purposes - *The minimum space required for a child care facility allowing for a minimum of 37 children of various ages (e.g., infant to school age), exclusive of space peripheral to the primary function of the facility, such as parking, elevators and stairs, etc.:*

- *Indoor activity space – 511m² (5,500 ft²)*
- *Outdoor activity space - 464.5 m² (5,000 ft²)*

It is important to note that the above sizes are subject to change based on a number of factors, including policy developments, changes in licensing requirements or the design guidelines, community needs, advice of the child care operator, and/or other considerations.

- b) Access - Safe, secure, and convenient access for children, staff, and parents is key to the viability of a child care facility. As the facility is contemplated to be a stand-alone structure and its design could result in either a one or two-storey building, the City may require that the facility to be equipped with but not limited to:
- An over-sized elevator and other handicapped access (e.g., ramps) capable of accommodating 3-child strollers and large groups of people;
 - Designated drop-off/pick-up parking spaces situated adjacent to the child care entrance; and
 - Secured entry from the parking area or fronting public street.
- c) Indoor Space – The indoor space will:
- Be accessible to persons with disabilities;
 - Include activity areas for each program with a table area for eating and art activities, art sink area, and a quiet area or separate quiet room;
 - Include two kitchens, with one being adjacent to the activity area for the for the infant/ toddler group and one being adjacent to the activity area for the 3 – 5 year group;
 - Provide rooms for sleeping with enclosed storage areas for mats or cots and linen (1 for nap room for infants, 1 nap room for toddlers, & 1 nap/gross motor room for 30 months to school age children);
 - Have support areas as follows: access controlled entry area with stroller and car seat storage, cubby areas for children's coats, kitchens, children's washrooms, staff washroom, a handicap accessible washroom with a shower, an administration office, staff room, laundry room, janitor room, service rooms for electrical and mechanical equipment, and storage areas for program strollers and seasonal supplies.
- d) Outdoor Space - The outdoor play space must be:
- Fully equipped with play structures and other apparatus that meet the requirements of Licensing authorities and are to the satisfaction of the operator and City of Richmond;
 - Landscaped with a combination of hard and soft play surfaces, together with appropriate fencing and access (taking into account the challenges of locating a facility on a rooftop) to provide for a wide variety of activities including, but not limited to, the use of wheeled toys, ball play, and gardening;
 - Located where it is protected from noise pollution (e.g., from traffic, transit, construction) and ensures good air quality (e.g., protect from vehicle exhaust, restaurant and other ventilation exhausts, noxious fumes);
 - Situated to permit sun access for at least 3 hours a day in all seasons;
 - Situated where it is immediately adjacent to and directly accessible (visually and physically) to the indoor child care space;
 - Safe and secure from interference by strangers and others;
 - Situated to avoid conflict with nearby uses (e.g., residential);
 - If multiple age groups of children are to be accommodated within the space, demised with fencing and tailored to meet the various developmental needs of the ages of children being served.
- e) Noise Mitigation – Special measures should be incorporated to minimize ambient noise levels both indoors and outdoors (e.g., incorporating a roof over part of the outdoor play space to help create an area of reduced aircraft noise, etc.).
- f) Parking (including bicycles) and loading - As per applicable zoning and related bylaws, unless determined otherwise by the City
- g) Natural light & ventilation – The facility's indoor spaces (with the exception of washrooms, storage, and service areas) must have operable, exterior windows offering attractive views (near or far) and reasonable privacy/overlook, as determined through Richmond's standard development review process. Shadow diagrams for the equinox and solstices must be provided for review.
- h) Mechanical and ventilation equipment to be approved by the City of Richmond.

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- i) Environmental and Energy Efficiency - The space must be constructed to meet Net Zero, or LEED Silver equivalent if Net Zero is not feasible within the project budget, and the City's High Performance Building Policy existing at the time of construction.

4. Level of Finish

- a) The child care must be turnkey and ready for immediate occupancy upon completion (with the exception of loose furnishings and related items). This includes, but is not limited to, the following requirements:
- Finished floors installed (vinyl and/or carpet);
 - Walls and ceiling painted;
 - Window coverings installed (curtains or blinds);
 - Two kitchens fully fitted out, including major appliances (e.g., stove/oven, refrigerator, microwave) and cabinets;
 - Washrooms fully fitted out, including sink, toilet, cabinets, and floor drains;
 - Wired for cablevision, internet, phone, and security;
 - Equipped with access control and fire monitoring systems;
 - Light fixtures installed;
 - A fully operating HVAC System with separate DDC Controls;
 - Non-movable indoor cabinets, including cubbies;
 - All outdoor landscaping, including all permanently mounted play equipment and furnishings;
 - Operable, exterior windows; and
 - Noise attenuation to the satisfaction of the City.
- b) The operator will provide all loose equipment and furnishings necessary to operate the facility (e.g., toys, kitchen wares)
- c) Outdoor play areas must be finished to permit the potential future installation of additional equipment and furnishings by the operator (i.e. in addition to that provided by the developer).

5. Guarantees & Warranties

Industry standard guarantees and warranty provisions will be required for all building systems including and not limited to the following requirements:

- construction - 1 year
- building envelope - 10 years
- roof - minimum 5 years
- mechanical - 2 years for HVAC, 20 years for boilers/heat exchangers
- landscape - 1 year
- fire system - 1 year
- windows - 5 years
- doors & hardware - 5 years
- millwork - 2 years
- flooring - 1 year
- paint - 2 years
- insulation - 1 year
- washroom accessories - 3 years
- appliances - 1 year
- elevator (if required) - 5 years major components, lifetime structural components

This is not a full list of all items that will require warranties and guarantees. All materials, mechanical/ventilation equipment and building systems will need to be approved by the City.