



To: Mayor and Councillors
From: Wayne Craig
Director, Development
Date: April 6, 2018
File: RZ 13-633927

Re: **Application by Onni Development (Imperial Landing) Corp. for a Zoning Text Amendment at 4020, 4080, 4100, 4180, 4280 and 4300 Bayview Street (formerly 4300 Bayview Street) to Amend the “Steveston Maritime Mixed Use (ZMU12)” Zone and the “Steveston Maritime (ZC21)” Zone**

The purpose of this memo is to respond to Committee’s information request regarding the above rezoning application which was considered at the April 3, 2018 General Purposes Committee meeting. At the meeting, General Purposes Committee decided that the form of assurance for the provision of an onsite supervisor for the hotel be referred to staff to identify options and report back as soon as possible.

In response to the direction from General Purposes Committee:

1. Staff have spoken with the applicant and they are prepared to enter into an unregistered legal agreement to secure on-site staffing at all times, ‘good neighbour’ provisions including compliance with the City’s Noise Bylaw and addressing potential noise and disorder concerns relating to hotel operations, and ability for the business license to be suspended or cancelled if the provisions of the agreement are not adhered to (Attachment 1). The applicant’s proposal also includes the option of locating the hotel reception desk in the Building 5 residential entry lobby, or within the hotel area of Building 5 or 6.
2. Staff have identified two additional options for Council consideration, including:
 - a. Registration of a restrictive covenant on Title to Air Space Parcels 5; and 6 and/or
 - b. Amending the ZMU12 zone.

1. Applicant’s Proposal (unregistered legal agreement and hotel desk location)

The applicant has proposed to enter into an unregistered legal agreement to secure on-site staffing at all times, ‘good neighbour’ provisions including compliance with the City’s Noise Bylaw and addressing potential noise and disorder concerns relating to hotel operations, assigned to and assumed by any future purchaser, and ability for the business license to be suspended or cancelled. The applicant’s proposal also includes the option of locating the hotel reception desk in the Building 5 residential entry lobby, or within the hotel area of Building 5 or 6.

Amendment to Rezoning Considerations to include Unregistered Agreement:

To secure an unregistered legal agreement, revised rezoning considerations are attached (Attachment 2). Such an agreement would include the requirement for on-site staff at all times,

compliance with the City's Noise Bylaw and mitigation of potential noise and disorder concerns relating to hotel operations, requirement for such agreement to be assigned to and assumed by any future purchaser of Airspace Parcel 5 and/or 6, and that breach of such agreement may result in the business license for the hotel being suspended or cancelled by the City.

Amendment to Zoning Bylaw to Permit Hotel Reception Desk in Building 5 Lobby:

Should Council wish to allow a hotel reception desk to be located in the Building 5 residential entry lobby, Zoning Bylaw 8500, Amendment Bylaw 9063 would need to be amended by adding the following to the end of proposed clause 20.12.11.9:

“and, in addition to the above, for the purpose of a **hotel** reception desk and/or an on-site **hotel** staff desk, ancillary to the **hotel** use on one or both of the above listed **sites**, limited to the first **storey** of a **building** at the following **site**:

- c) the Common Property of Strata Plan EPS1188, Section 11 Block 3 North Range 7 West New Westminster District Strata Plan EPS1188”

2. Other Options

Should Council not be agreeable to accept the applicant's proposal, staff have identified the following two additional options for Council consideration.

2.A. Restrictive Covenant Registered on Title

Council may amend the rezoning considerations to include a restrictive covenant registered against Airspace Parcels 5 and 6 to ensure that any hotel use include on-site staff at all times. It is within the discretionary authority of Council to amend the rezoning considerations prior to 3rd reading. However, the applicant has advised that they are unwilling to agree to a covenant.

In order to proceed under this option, Council would need to amend the rezoning considerations to include the following:

“Registration of a restrictive covenant, setting out that Airspace Parcels 5 and 6 may not be used for hotel use unless the owner provides on-site staff at all times.”

2.B. Amendment to Text of Zoning Bylaw 8500, Amendment Bylaw 9063 (On-site Staff)

Council may amend the text of the ZMU12 zone to require that any hotel use include on-site staff at all times. It is within the discretionary authority of Council to amend the zoning accordingly.

In order to proceed under this option, Council would need to revise Zoning Bylaw 8500, Amendment Bylaw 9063 by deleting proposed clause 20.12.11.9. and substituting the following:

“9. **Hotel use** is only permitted on the following listed **sites** and the **hotel use** is restricted to providing the transient public, in return for consideration, lodging in no more than 32 **hotel** rooms, for not more than 90 days in a 12-month period, and with on-site staff at all times, at either or both of the following listed **sites**:

- a) P.I.D. 029-108-179
Air Space Parcel 5 Section 11 Block 3 North Range 7 West New Westminster District Air Space Plan EPP26790

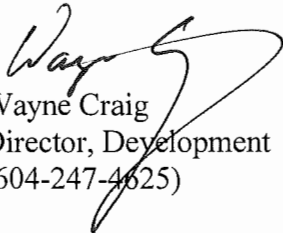
- b) P.I.D. 029-108-187
Air Space Parcel 6 Section 11 Block 3 North Range 7 West New Westminster
District Air Space Plan EPP26790”

Conclusion

The applicant has agreed to enter into an unregistered agreement to secure on-site staffing and ‘good neighbour’ provisions and the rezoning considerations have been revised accordingly. If Council is satisfied with the unregistered legal agreement, it would be appropriate for Official Community Plan Bylaw 7100, Amendment Bylaw 9062 and Richmond Zoning Bylaw 8500, Amendment Bylaw 9063, to be considered at public hearing subject to the revised rezoning considerations (Attachment 2).

The applicant has also requested the option to locate a hotel reception desk in the Building 5 residential lobby. If Council wishes to allow the hotel reception desk to be located in the residential lobby, Richmond Zoning Bylaw 8500, Amendment Bylaw 9063 would need to be amended as indicated in section 1 of this memo prior to forwarding the bylaws to public hearing.

If Council wishes to impose the commitment for on-site staff at all times in zoning or by way of legal agreement registered on Title, this is typically only done with the applicant’s agreement but Council has the discretionary authority to impose such commitments. If Council wishes to proceed with either of these options, Council would need to amend the rezoning considerations and/or the Richmond Zoning Bylaw 8500, Amendment Bylaw 9063 prior to forwarding the bylaws to public hearing.



Wayne Craig
Director, Development
(604-247-4625)

SB:rg
Att. 1

Attachment 1: Letter from Onni Group (dated April 4, 2018)
Attachment 2: Revised Rezoning Considerations

pc: Senior Management Team (SMT)

to memo dated April 6, 2018

April 4, 2018th

Dear Ms. Sara Badyal,

RE: Official Community Plan Bylaw 7100, Amendment Bylaw 9062 and Richmond Zoning Bylaw 8500, Amendment Bylaw 9063

Please accept this letter in response to Council's referral at General Purpose Committee on the rezoning at Imperial Landing at 4300 Bayview Street to clarify the operations of the hotel.

Imperial Landing currently has as an onsite resident manager that lives at Imperial Landing in building 5 above the proposed hotel. This person has active business hours of 8am to 5pm Monday to Saturday and is on call during off hours. Sundays are covered by a call service.

Our intension is to have this role expand to include all responsibilities typical of a hotel operation. There would be a second person added to the team to be able to service all hours of the day. We believe that the any issues that arise during the day or night would be handled by this team similar to any typical hotel operation. Contact information for our team member that resides on property would be posted within the hotel units and at the reception. Additionally we anticiapte having an app that would have this information as well, the app would be similar to the one we have at our hospitality properties.

There are two locations being explored for the reception area of the hotel. One location is within the residential lobby of building 5, where there is an existing front desk that is not being utilized. This would be a great location given its proximity to the hotel and allow for synergies for the on-site hotel staff to manage the property. Onni is agreeable to amending the current application to include this space and commit to using it as a reception area for the hotel.

The second option being explored is to locate a reception within the hotel air space parecl in building 5 or 6. We have not had the chance to spaceplan this but have reviewed the plans and belive we can achive this within one of the two buildings.

We appreciate the concerns around potential nuisance behavior from hotel guests that pose a risk to the neighbouring residents, we share these concerns as the owner of the residential units that are directly above the two proposed hotel parcels. The current occupants of the residential units are tenants of ours and the quiet enjoyment of their homes is essential, and we need to protect that if we hope to retain these tenancies.

As hotel operations have evolved and continued to do so, we are not prepared to register a legal document on title that would run with the land in perpetuity. However, we hope the above information in this letter provides some assurance in our commitment to the responsible operation of the proposed hotel.

We are aligned with the concerns outlined by Council and have significant financial motivation to ensure we don't jeopardize our ability to tenant the residential units above the hotel. Additionally, Onni is willing to enter into a "Good Neighbour Agreement" with the City of Richmond as a condition of zoning. This mechanism is used in other municipalities, such as Surrey and Vancouver, and acts as a binding

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**GP - 5
(Special)**

REAL ESTATE DEVELOPMENT
PROPERTY & CONSTRUCTION MANAGEMENT



commitment between the business owner and the City. The agreement would be executed by both the City as well as the owner and would include the following relevant topics:

- Compliance with the City's noise bylaw and ensuring noise emissions do not disturb surrounding residents
- Commitment to assign staff to monitor the activity of guests and discourage guests from engaging in behavior that may disturb the peace of the neighbourhood
- Zero tolerance for any criminal activities
- Clear identification of hotel staff and contact numbers
- Ensure the outside premises is clean of garbage and graffiti
- The agreement will be a condition of any sale, lease, or transfer involving the hotel operation
- Failure to comply with such terms would result in loss/suspension of business license

We believe this letter provides further clarification of our commitment for the hotel to operate with respect to its residential neighbours and be operationally structured to manage any issues that may arise regardless of the time of day.

Sincerely,

Chris Evans

Building 5 Lobby Front Desk



Welcome to Imperial Landing Hotel at Steveston.

GP - 8
(Special)

IMPERIAL LANDING HOTEL AT STEVESTON

LEVELS Imperial Landing Hotel offers luxurious hotel services and amenities, set against the quaintness and charm of a picturesque seaside village.



TRANSPORTATION

- From Downtown Vancouver, 38 min by car
- From YVR Airport, 17 min by car
- From Richmond Centre, 13 min by car
- From YVR Airport, 51 min by BC Transit
- From the US border, 55 min by car



Level's Imperial Landing
at Steveston

YVR Airport

Richmond Centre

Richmond

Vancouver

Downtown Vancouver

U.S. BORDER PEACE ARCH



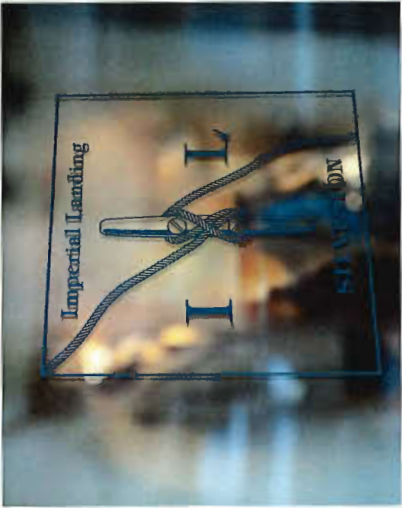
Local lifestyle with
International convenience.





GP - 10
(Special)

Step out to explore the town's rich history, breathtaking bikeways, and wildlife, just off shore.



To complement Steveston's unique charm, Level's Imperial Landing Hotel offers guests the feeling of a luxurious and coastal inspired pied-a-terre.

Guests can relax on their private patios just steps away from the boardwalk, stretching from the historic sites of Britannia Shipyards to the picturesque town centre.

For fresh seafood, sports or culture, Level's Imperial Landing is an ideal place for those seeking a life well lived.

Experience Steveston up close.

WALKING MAP



See what's just outside
your door.

GP - 11
(Special)

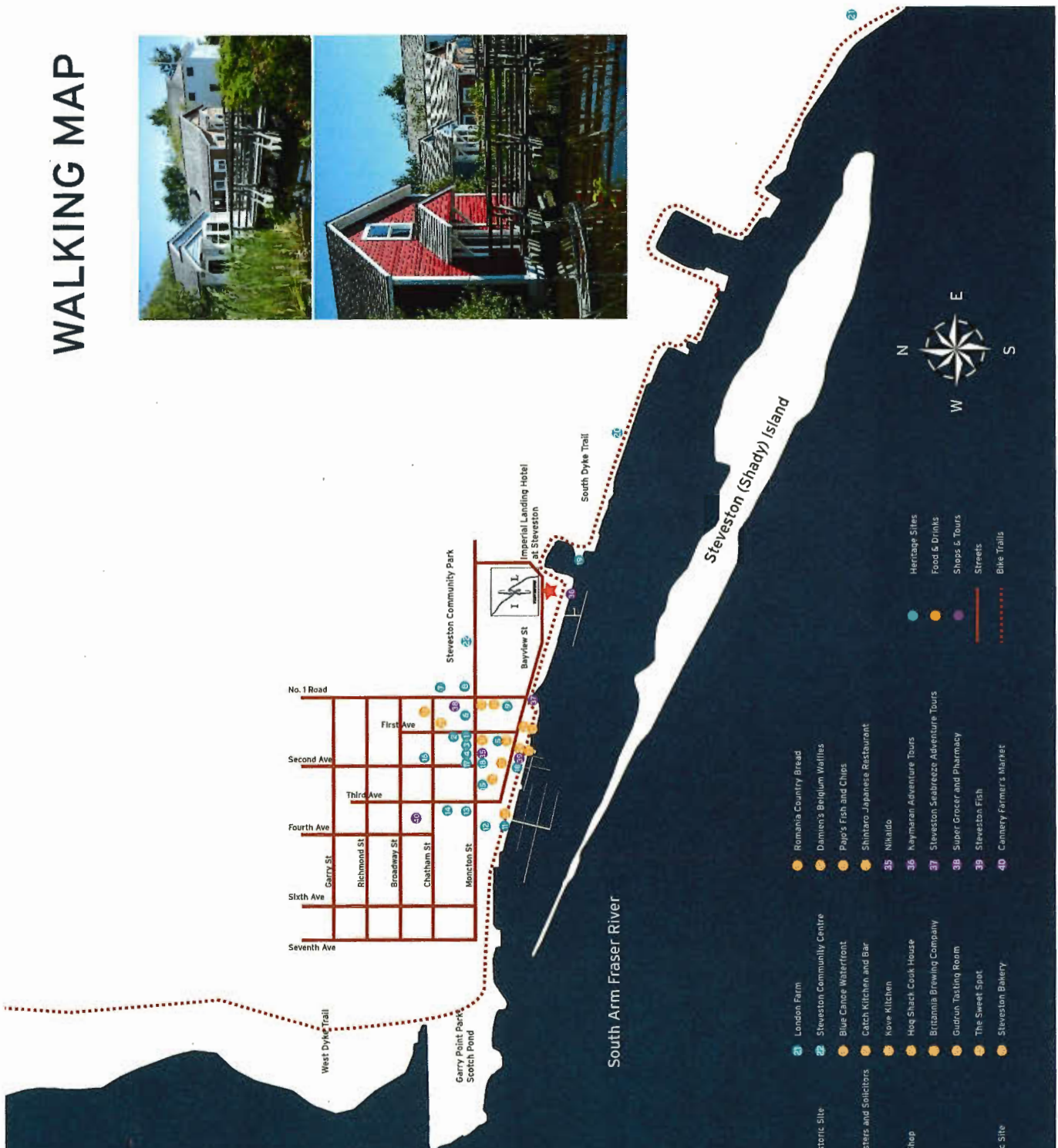


- 1 Steveston Historical Society and Museum
- 2 Japanese Fishermen's Benevolent Association
- 3 Town Square
- 4 Steveston Cannery Cafe
- 5 Japanese Buddhist Temple 1924-1942
- 6 Village Bikes
- 7 Saitori Integrated Health Centre
- 8 Marpole-Steveston Interurban Tram Service
- 9 Prickly Pear Garden Centre
- 10 Steveston Landing
- 11 Steveston Harbour
- 12 Gull of Georgia Cannery National Historic Site
- 13 Steveston Hotel
- 14 Henderson, Livingston Stewart Barristers and Solicitors
- 15 Dave's Fish and Chips
- 16 Richmond Hospital Auxiliary Thrift Shop
- 17 Sappo's Automotive
- 18 Marpole-Block
- 19 Imperial Landing Park
- 20 Britannia Shipyards National Historic Site

- 21 London Farm
- 22 Steveston Community Centre
- 23 Blue Canoe Waterfront
- 24 Catch Kitchen and Bar
- 25 Kove Kitchen
- 26 Hog Shack Cook House
- 27 Britannia Brewing Company
- 28 Gudrun Baking Room
- 29 The Sweet Spot
- 30 Steveston Bakery

- 31 Romania Country Bread
- 32 Damien's Belgium Waffles
- 33 Pap's Fish and Chips
- 34 Shintaro Japanese Restaurant
- 35 Nihaido
- 36 Kayman Adventure Tours
- 37 Steveston Seabreeze Adventure Tours
- 38 Super Grocer and Pharmacy
- 39 Steveston Fish
- 40 Cannery Farmer's Market

- Heritage Sites
- Food & Drinks
- Shops & Tours
- Streets
- Bike Trails



Imperial Landing Hotel is dedicated to ensuring that guests have a truly authentic, yet unique Steveston experience.

From arranging locally-rich activities to a rating fishing expeditions and beachside dinners, Imperial Landing will integrate its programming with Steveston's local businesses so visitors will explore everything the seaside village has to offer all year round.



THE FISHERMAN AT HEART

Whether visitors have their own rod or want to go on a chartered boat tour with all equipment provided, there are plenty of opportunities to cast a reel.



TOWN SHOPS & EATERIES

The bountiful sea and nearby farms allow restaurants to showcase local produce and seafood. A favourite destination is Fisherman's Wharf where you can buy fish fresh off the boats and indulge in some of the best dining choices in Richmond.



THE NAUTICAL EXPERIENCE

Historically, this seaside village supported a significant boatbuilding and shipbuilding industry and The Britannia Shipyards has maintained this practice by providing workshops on building wooden boats, repairing fibreglass canoes and gel coated kayaks. Courses are offered throughout the year.



HISTORIC STEVESTON

Imagine the days when sailing ships from around the world visited the Steveston harbour to take on cargoes of canned salmon. Steveston has not lost it's character and is peppered with heritage buildings and museums that tell great stories of west coast fishing, Japanese, Chinese, European immigration, shipbuilding and civic aspirations.



FAMILY FUN

Level's Imperial Landing offers a convenient location for young families to stay and enjoy Steveston's many festivals and outdoor activities that will keep the children entertained. The Salmon and Maritime Festivals attract both locals and tourists during the Summer, while whale watching season is in the Spring and Fall. Fans of Once Upon A Time can walk through the real Storybrooke year round.

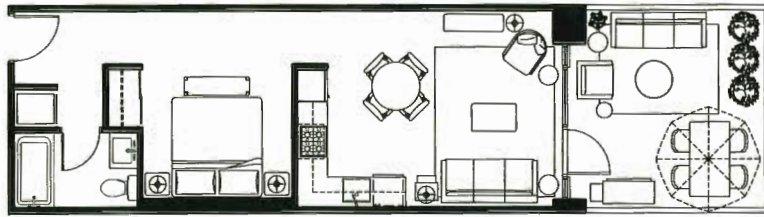


EXPERIENCE THE VILLAGE



(Special)

Modern suites with historic character.



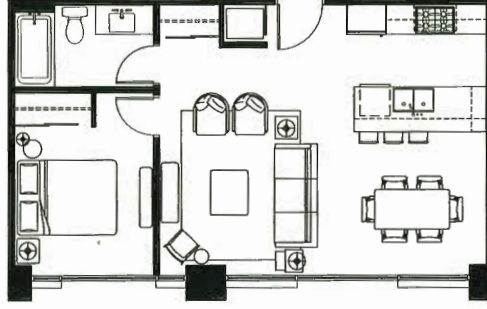
STUDIO - BUILDING 5



Taking inspiration from the history and character of Steveston, the rooms offer bespoke luxury materials and furnishings that evoke a modern coastal theme - shipplap walls and rattan chairs, natural stone and organic bed linens.

The bathrooms have thick woven textiles and are stocked with hair and body care products from luxurious brands like Aesop.

These suites have all the comforts of home that make being away from home whether for work or pleasure a breeze.



1 BEDROOM - BUILDING 6

ROOM LAYOUTS





IMPERIAL
LANDING
HOTEL

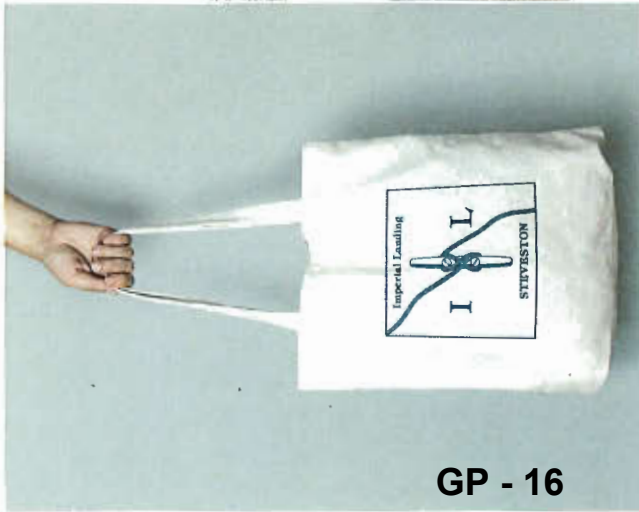
GP - 14
(Special)

INTERIORS



GP - 15
(Special)

Luxurious hotel services and amenities.

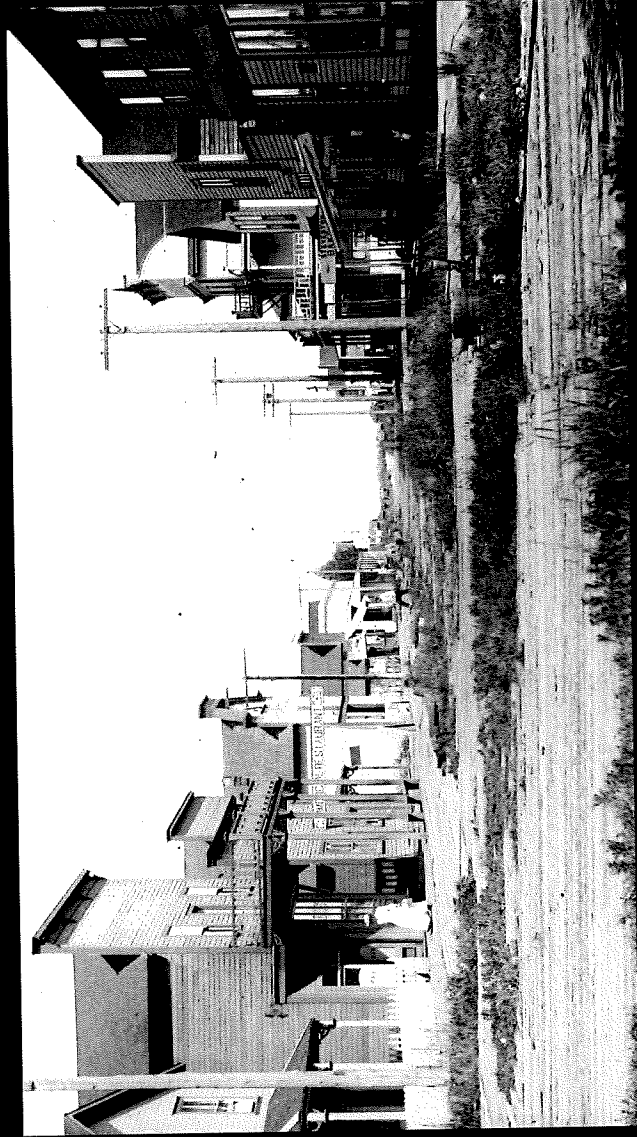


GP - 16
(Special)



While providing guests with the experience of home away from home, Imperial Landing offers highly personalized service expected at a luxury 4-star hotel and more.

After a day on a chartered fishing expedition, guests can request to have a private chef to cook their daily catch. A personal shopper can deliver anything they need right to their door on a bicycle. A welcome basket will be waiting when guests arrive filled with award winning wines from the Okanagan, products from Steveston's very own artisan suppliers and fresh produce from the local farmer's market.




**IMPERIAL
LANDING**
HOTEL



Address: 4020, 4080, 4100, 4180, 4280 and 4300 Bayview Street

File No.: RZ 13-633927

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9063, the developer is required to complete the following:

1. Final Adoption of OCP Amendment Bylaw 9062
2. Single site, no subdivision and no stratification requirements - Registration of legal agreement(s) on Title ensuring that:
 - a) The six non-residential air space parcels (Air Space Parcels 1 through 6 of plan EPP26790) are all owned by the same legal entity (both beneficial and legal interest in the six parcels) and prohibiting transfer of less than all six parcels.
 - b) No subdivision of any one or more of the six parcels (including no subdivision by way of strata plan) (consolidation of the six parcels is acceptable).
3. On-site Hotel Staff - Execution of a legal agreement, ensuring that any hotel use must provide on-site staff at all times, comply with the City's Noise Bylaw and mitigate potential noise and disorder concerns relating to hotel operations, and requiring that such agreement be assigned to and assumed by any future purchaser of Airspace Parcel 5 and/or 6, and that breach of such agreement may result in the business license for the hotel being suspended or cancelled by the City.
4. Truck activity - Registration of a legal agreement on Title to: prohibit large delivery trucks of size WB-17 or larger from accessing or entering the site at any given time; and to restrict truck delivery hours of operation for non-residential uses by trucks of maximum SU-9 in size to 7:00 am to 5:00 pm, Monday through Friday; 8:00 am to 5:00 pm on Saturday, and 9:00 am to noon on Sunday. Remedies will include, but without limitation, performance wording to establish a fine amount of \$200 adjusted by CPI annually from the year of rezoning approval per of the restrictions in the agreement payable by the owner.
5. Commercial parking - Registration of a legal agreement on Title including:
 - a) The following covenants:
 - i. Parking garage entry gates are to remain open during business hours of any commercial use on the lands other than hotel. Hotel guests are to be provided with a means to open a closed parking garage entry gate and access commercial parking outside of regular business hours.
 - ii. A maximum of 16 of the total 189 commercial spaces may be assigned to specific businesses. Further the assignment can be on weekdays only, between the hours of 8:30 am and 6:00 pm. The balance of the parking spaces must be unassigned and available by the use of any commercial client or visitor to a residential unit on the site.
 - iii. Free parking for the first two hours of a vehicle parked on site must be provided, which may be provided through a merchant validation for the businesses operating on the site.
 - iv. Pay parking rates are not to exceed the market rate for pay parking in Steveston Village. The pay parking rate may be reviewed and adjusted on an annual basis by the City taking into consideration similar pay parking rates in Steveston Village.
 - b) A statutory right-of-way from the curb on Bayview Street, extending into the parking structure, over an area coincident with the full extent of the underground parking area. The statutory right-of-way will permit the City, City officials and contractors to be on and have access to and egress from the parkade for the purposes of assuring/monitoring compliance with the parking covenant described in 3(a) above. Further, the statutory right of way will permit the City the right to remove or disable any gate that does not comply with the terms of the parking covenant described in 3(a) above.
6. Install an additional eight Class 2 bike storage spaces (e.g. exterior bike racks) on-site to meet the Zoning bylaw requirements for the additional commercial uses.

7. City acceptance of the developer's offer to voluntarily contribute \$5,500,000 towards the Steveston Community Amenity provision account, with funds dedicated to the eventual improvement of the Steveston Community Centre, at the discretion of Council.
8. City acceptance of the developer's offer to voluntarily contribute \$136,206 to go towards development of Road Works DCC projects.
9. City acceptance of the developer's offer to voluntarily contribute \$605 to go towards development of Storm Drainage DCC projects.
10. City acceptance of a Letter of Credit security in the amount of \$15,000 to allow for future traffic calming and truck activity mitigation that may be required after the commercial area is occupied. The Letter of Credit will be held by the City for a period of 18 months after the commercial area is occupied.
11. Enter into a Servicing Agreement* for the design and construction of road improvements to address the proposed increased traffic on Bayview Street as a result of the development. Works include, but may not be limited to:
 - a) Upgrade the No. 1 Road and Bayview Street intersection by raising this intersection and adding bollards similar to No. 1 Road and Moncton Street. As well, install decorative crosswalk surface treatment on all three legs of the intersection, using Duratherm material or equivalent.
 - b) Upgrade crosswalks along Bayview Street:
 - i. At the two midblock crosswalks between No. 1 Road and Moncton Street, provide raised crosswalks.
 - ii. At the three crosswalks at the Easthope Avenue traffic circle, remove a 1.5 m section of the cobble pavers from each end of the crosswalk (near curbs) and replace with an extension of the existing square concrete panels. This will create a 1.5 m wide smooth path at either end of the crosswalks for cyclists. Add a narrow band of the same decorative pavement surface treatment as a border along both sides of each crosswalk to provide consistency between the crossings on Bayview Street.
 - iii. At the six crosswalks at English Avenue and Ewen Avenue, remove all of the raised granite pavers and replace with decorative crosswalk pavement surface treatment, such as Duratherm material, or equivalent.
 - c) Fabricate and install 30 kph posted speed limit signs on Bayview Street from No. 1 Road to Moncton Street, Easthope Avenue, English Avenue, and Ewen Avenue.
 - d) Add pavement marking "sharrows", and signage for bikes on Bayview Street from No. 1 Road to Moncton Street in both directions.
 - e) Fabricate and install public parking signage on Bayview Street in both directions at the two public parking facilities.

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 owner 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.