



City of Richmond

Report to Committee Planning and Development Division

To: Planning Committee
From: Wayne Craig
Director, Development

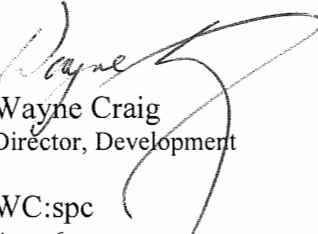
Date: September 10, 2015

File: ZT 15-700276

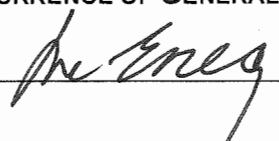
Re: Application by GBL Architects Inc. for a Zoning Text Amendment to the "High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre)" Zone at 8888 Patterson Road and 3340 Sexsmith Road

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9269, for a Zoning Text Amendment to the "High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre)" zone, a site-specific zone applicable only at 8888 Patterson Road and 3340 Sexsmith Road, to revise the required ceiling heights of the Artist Residential Tenancy Studio units and permit community amenity space for the purpose of constructing four (4) affordable, work-only, art studios.


Wayne Craig
Director, Development

WC:spc
Att. 6

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Arts, Culture & Heritage	<input checked="" type="checkbox"/>	
Affordable Housing	<input checked="" type="checkbox"/>	

Staff Report

Origin

GBL Architects Inc., on behalf of the developer, Concord Pacific, has applied to the City of Richmond for a Zoning Text Amendment to the “High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre)” zone, the site-specific zone applicable to Concord Gardens, a five-phase, multi-family residential development at 8888 Patterson Road (Lot 1) and 3340 Sexsmith Road (Lot 2). (Attachments 1 and 2)

The purpose of the proposed Zoning Text Amendment is to:

- Revise studio ceiling height requirements specific to the development’s Artist Residential Tenancy (ARTS) units (i.e. subsidized affordable rental housing for professional artists, secured with a Housing Agreement) currently under construction in Concord Gardens’ first phase (Attachment 3); and
- Add 140.0 m² (1,506.9 ft²) of gross leasable floor area of “community amenity space” for use as four (4) affordable, work-only art studios in the development’s final (i.e. fifth) phase. (Attachment 4)

Findings of Fact

To date, the status of Concord Gardens’ development approvals are as follows:

- Rezoning (RZ 06-349722): January 2013 adopted
- Development Permits for:
 - i. Phase 1 (DP 12-611486) February 2013 / issued
 - ii. Phase 2 (DP 13-642725) January 2014 / issued
 - iii. Phase 3 (DP 14-670686) April 2015 / issued
 - iv. Phases 4/5 (DP 15-700800) In circulation
- Building Permits for:
 - i. Phase 1 (BP 12-643300) November 2013 / issued & under construction
 - ii. Phase 2 (BP 14-665321) November 2014 / issued & under construction
 - iii. Phase 3 (BP 15-703020) In circulation

A Development Application Data Sheet providing details regarding the subject Zoning Text Amendment proposal is attached. (Attachment 5)

Surrounding Development

The subject site is located in the City Centre’s Capstan Village area: an older, single-family residential and auto-oriented commercial area that, as per City Centre Area Plan (CCAP) policy, is being redeveloped with higher density, mid- and high-rise multi-family and mixed use projects, together with new public parks and streets, in anticipation of the future construction of a Canada Line station near the intersection of Capstan Way and No. 3 Road. Existing development surrounding the subject site includes:

To the North: Patterson Road and a row of single-family lots/houses designated under the CCAP for high-rise, mixed use development;

- To the South: A former TransLink park-and-ride, church, and single-family lots designated under the CCAP for medium density multi-family residential and institution uses;
- To the West: Sexsmith Road and an area recently rezoned for higher density multi-family residential and mixed-use development (RZ 10-544729 and RZ 12-610011, Pinnacle International), the first phase of which is under construction (including seventeen (17) subsidized affordable rental housing units for professional artists); and
- To the East: (Outside the City Centre) Garden City Road and the West Cambie Area, the latter of which contains a mix of townhouses, single-family houses, park, school, and local commercial uses.

Related Policies & Studies

City Centre Area Plan (CCAP): Key CCAP land use designations relevant to the subject Zoning Text Amendment application include:

- Arts District: Capstan Village is designated as part of the City Centre’s “Richmond Arts District”, which is defined as an area that encourages, among other things, “*a high concentration of public and private arts, culture, and heritage uses, facilities, amenities, events, venues for display and performance, work studios, and flexible spaces for living and working*”;
- Pedestrian-Oriented Retail Precincts: Sexsmith Road, south of Hazelbridge Way (i.e. frontage of Concord Gardens’ final phase), is designated as a “secondary” precinct, where pedestrian-oriented commercial and related uses (e.g., art studios with storefront-type windows open to the street) are highly desirable, but not mandatory; and
- Institution Bonus: The subject site is designated for, among other things, “institution” use, which:
 - i. Requires that an institution is constructed as the first use on the site; and
 - ii. On the basis of providing an institution use to the City’s satisfaction, the Plan permits the City to grant bonus density for non-institution uses (e.g., residential) over and above the density permitted on adjacent non-institution designated sites.

As per RZ 06-349722, Concord Gardens’ approved “institution”:

- Is comprised of twenty (20) ARTS units secured with a Housing Agreement (in addition to the standard developer 5% affordable housing contribution), which ARTS units are currently under construction, at the developer’s sole cost, in the project’s first phase;
- Is supportive of the CCAP’s “Richmond Arts District” objectives; and
- As approved via DP 12-611486 (Phase 1), must be designed in compliance with form of development requirements set out under Concord Gardens’ site-specific zone (ZHR10) with respect to, among other things, a minimum clear ceiling height of 4.5 m (14.8 ft) over at least 25.0 m² (269.1 ft²) of each unit to accommodate art activities requiring high ceilings.

Analysis

The developer has requested the subject Zoning Text Amendment on the basis of the following:

- The ZHR10 zone provides for a community amenity density bonus with respect to the provision of twenty (20) ARTS units in Phase 1, at the developer's sole cost;
- To satisfy the ZHR10 zone, the approved design of (18) of the twenty (20) ARTS units (DP 12-611486) includes movable (bridge-like) walkways over their studio spaces to provide:
 - i. Access between second-storey living and balcony spaces; and
 - ii. Within each ARTS unit, an area of at least 25.0 m² (269.1 ft²) with a minimum ceiling height of at least 4.5 m (14.8 ft) clear of fixed-in-place (i.e. unmovable) building features;
- Through the detailed design of the ARTS units, the developer has found that construction of the approved movable walkways is not economically feasible;
- To address this, the developer proposes to:
 - i. Replace the movable walkways with fixed-in-place walkways (Attachment 3), which will reduce the portion of each ARTS unit with a high ceiling by an area of 4.1 m² - 7.0 m² (44 ft² - 75 ft²), depending on the unit design, and amend the ZHR10 zone accordingly; and
 - ii. Provide at least 140.0 m² (1,506.9 ft²) of affordable, work-only art studio space in Concord Gardens' final (i.e. fifth) phase to a turnkey level of finish (constructed, owned, and operated at the developer's sole cost), comprised of four (4) storefront-type, universally-accessible, work-only, art studios along the development's Sexsmith Road frontage, together with parking, publicly-accessible outdoor space, and related features (Attachment 6, Schedule A – "Sexsmith Artist Studios Terms of Reference & Outline Specifications"), and amend the ZHR10 zone to add "community amenity space" for use as art studios (maximum 0.03 floor area ratio), together with required parking, in the development's final phase.

Staff are supportive of the developer's proposal on the basis that:

- The replacement of movable second-storey walkways with fixed-in-place walkways in Concord Gardens' ARTS units will not unreasonably impact their functionality because:
 - i. The scale and nature of art activities expected within the units (e.g., painting, photography, sculpture, digital media, fabric arts) must be such that they can comfortably co-exist with residential uses;
 - ii. The proposed change affects only eighteen (18) of the development's twenty (20) ARTS units (i.e. two units never included second-storey walkways);
 - iii. Depending on unit design, 73% - 83% of each ARTS unit's studio will be unencumbered by the fixed-in-place walkways; and
 - iv. As per the approved Phase 1 design (DP 12-611486), the high-ceiling portions of the ARTS units (which will be unencumbered by the walkways) measures 5.7 m - 6.1 m (19 ft - 20 ft), which exceeds the minimum clear height of 4.5 m (14.8 ft) required under the ZHR10 zone;

- The addition of work-only, art studio spaces to Concord Gardens' final (i.e. fifth) phase will:
 - i. Support CCAP "art district" objectives for Capstan Village by:
 - Increasing the concentration of arts uses within the area;
 - Expanding the availability of flexible, affordable work spaces for artists; and
 - Contributing towards a better connected local network of arts uses, public art, and public open spaces;
 - ii. Support CCAP "pedestrian-oriented retail precinct" objectives and contribute towards a more attractive, walkable community by:
 - Adding street-oriented art studios and related publicly-accessible open space along Concord Gardens' Sexsmith Road frontage, south of Hazelbridge Way (i.e. where it was not provided for via the original rezoning); and
 - Screening parking with non-parking uses in a manner that will enhance the visual appeal and pedestrian amenity of the Sexsmith Road streetscape without adding bulk to the building's massing;
 - iii. Support CCAP community amenity objectives by:
 - Providing well sized and configured space, appropriate for one or two artists per unit and a variety of visual arts activities (as demonstrated by operating/approved work-only, art studios located elsewhere in the region), including:
 - a. 33 – 35 m² (355 – 377 ft²) gross leasable space per unit (including work space and a 2-piece washroom);
 - b. Floor-to-ceiling windows on at least one side of each unit, a clear ceiling height of 3.9 m (12 ft 9 in), and a minimum width of 3.05 m (10 ft) to allow for effective daylighting and large artworks;
 - c. Exclusive use of parking, bike parking, and garbage/recycling facilities for studio tenants; and
 - d. Shared use of loading and visitor parking with Phase 5's residential tenants;
 - Securing the studio units and related facilities in perpetuity via legal agreements registered on title prior to Zoning Text Amendment adoption;
 - Ensuring the studio units will be affordable by basing the proposed initial rents on a review of comparable work-only opportunities across the region and limiting annual rent increases to CPI;
 - Ensuring the units serve the needs of lower income professional artists by requiring that tenants satisfy eligibility criteria, including professional qualifications and an annual household income of \$57,500 or less (i.e. as per the City's Affordable Housing Strategy with respect to tenant income levels for Subsidized Rental and Low End Market Rental housing);
 - Providing the studio facility at no cost to the City (i.e. construction, maintenance, and operation costs will be the sole responsibility of the developer/owner); and

- Providing for City design review and approval of the studio facility (via legal agreements registered on title) prior to Development Permit (DP 15-700800) issuance, Building Permit issuance, and occupancy; and
- The additional density requested by the developer:
 - i. Will be limited to approximately 140.0 m² (1,506.9 ft²) of gross leasable floor area, which may only be used for “community amenity space” for studio use, as per proposed zoning amendments and related legal agreements registered on title prior to Zoning Text Amendment adoption;
 - ii. Requires only one (1) additional parking space and eight (8) “Class 1” bike parking spaces, and the ZHR10 zone will be amended accordingly (i.e. “Class 2” bike parking and loading will be subject to standard bylaw requirements); and
 - iii. Is consistent with Richmond Zoning Bylaw “standard” zones that provide additional density for “community amenity space” (e.g., CDT1, RCL).

(Note: No density allowance for community amenity space is currently provided for in Concord Gardens’ site-specific zone, ZHR10, because the developer’s original rezoning did not propose this use.)

Existing Legal Encumbrances

Existing legal agreements registered on title with respect to the ARTS units (i.e. Housing Agreement and Housing Covenant) do not include any requirements regarding interior ceiling heights or related factors. (Those requirements are entirely contained within the ZHR10 zone.) In light of this, the developer is not required to amend any existing legal agreements; however, as per the attached Zoning Text Amendment Considerations (Attachment 6), prior to adoption of the subject Zoning Text Amendment, the developer shall be required to enter into the following legal agreements to the satisfaction of the City:

- Covenant(s) on Lot 2 (containing Phases 4 and 5) to restrict development (i.e. Development Permit issuance, Building Permit issuance, and occupancy) pending the developer’s design and construction of the affordable, work-only, art studios; and
- A statutory right-of-way for public access and related landscaping, activities, and infrastructure along the Sexsmith Road frontage of the affordable, work-only, art studios.

Site Servicing and Frontage Improvements

All Engineering, Transportation, and Parks off-site requirements with respect to Concord Gardens have been resolved via the rezoning and related Servicing Agreements. The proposed Zoning Text Amendment does not entail any additional works.

Financial Impact or Economic Impact

The subject Zoning Text Amendment has no financial or economic impact. More specifically:

- Artist Residential Tenancy (ARTS) Units (Under Construction/Phase 1): As per RZ 06-349722, Concord Gardens’ ARTS units are secured via a Housing Agreement and their construction, maintenance, and operation costs are the sole responsibility of the developer.

- Affordable, Work-Only Art Studios (Proposed/Phase 5): Like the ARTS units, it is proposed that the affordable, work-only art studios are secured via legal agreement such that their construction, maintenance, and operation costs are the sole responsibility of the developer.

Conclusion

Staff recommend support for the subject Zoning Text Amendment on the basis that the community benefit expected to be derived from the developer's provision of affordable, work-only, art studios in Concord Gardens' final phase (Phase 5), constructed to a turnkey level of finish at the developer's sole cost, outweighs the limited impact the developer's proposed design changes are anticipated to have on the utility of the development's approved (Phase 1) Artist Residential Tenancy Studio (ARTS) units.

It is recommended that Zoning Bylaw 8500, Amendment Bylaw 9269 be introduced and given first reading.



Suzanne Carter-Huffman
Senior Planner/Urban Design

SPC:cas

Attachment 1: Location Map

Attachment 2: Aerial Photograph Showing Phases & Locations of Proposed Zoning Changes

Attachment 3: ARTS Units – Illustrations of Proposed Design Change

Attachment 4: Community Amenity Space – Proposed Affordable Art Studio Conceptual Design

Attachment 5: Development Application Data Sheet

Attachment 6: Zoning Text Amendment Considerations



ZT 15-700276

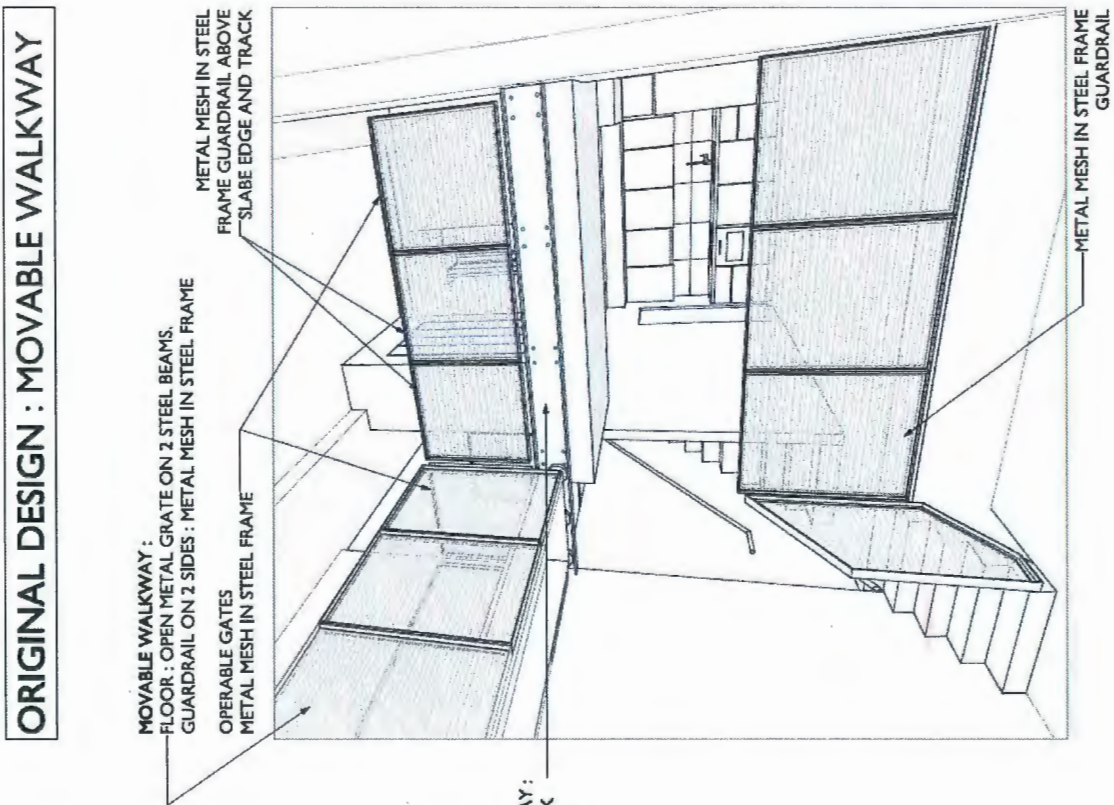
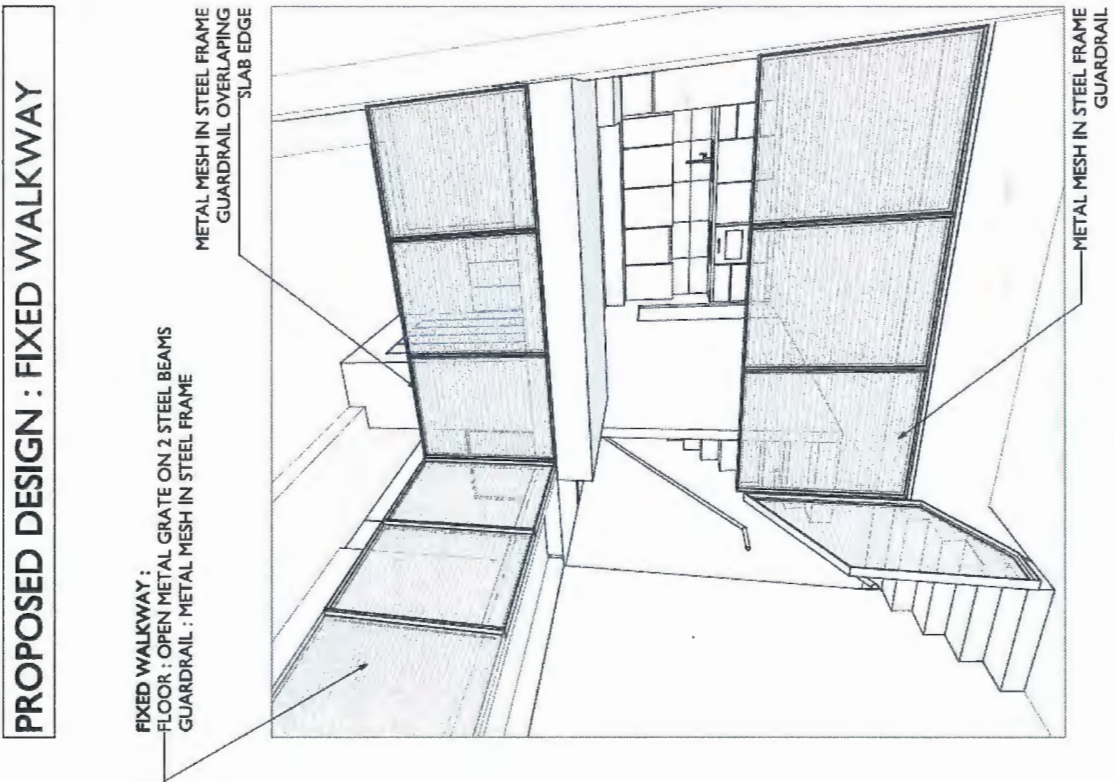
LEGEND



PHASE #



PHASE
BOUNDARY

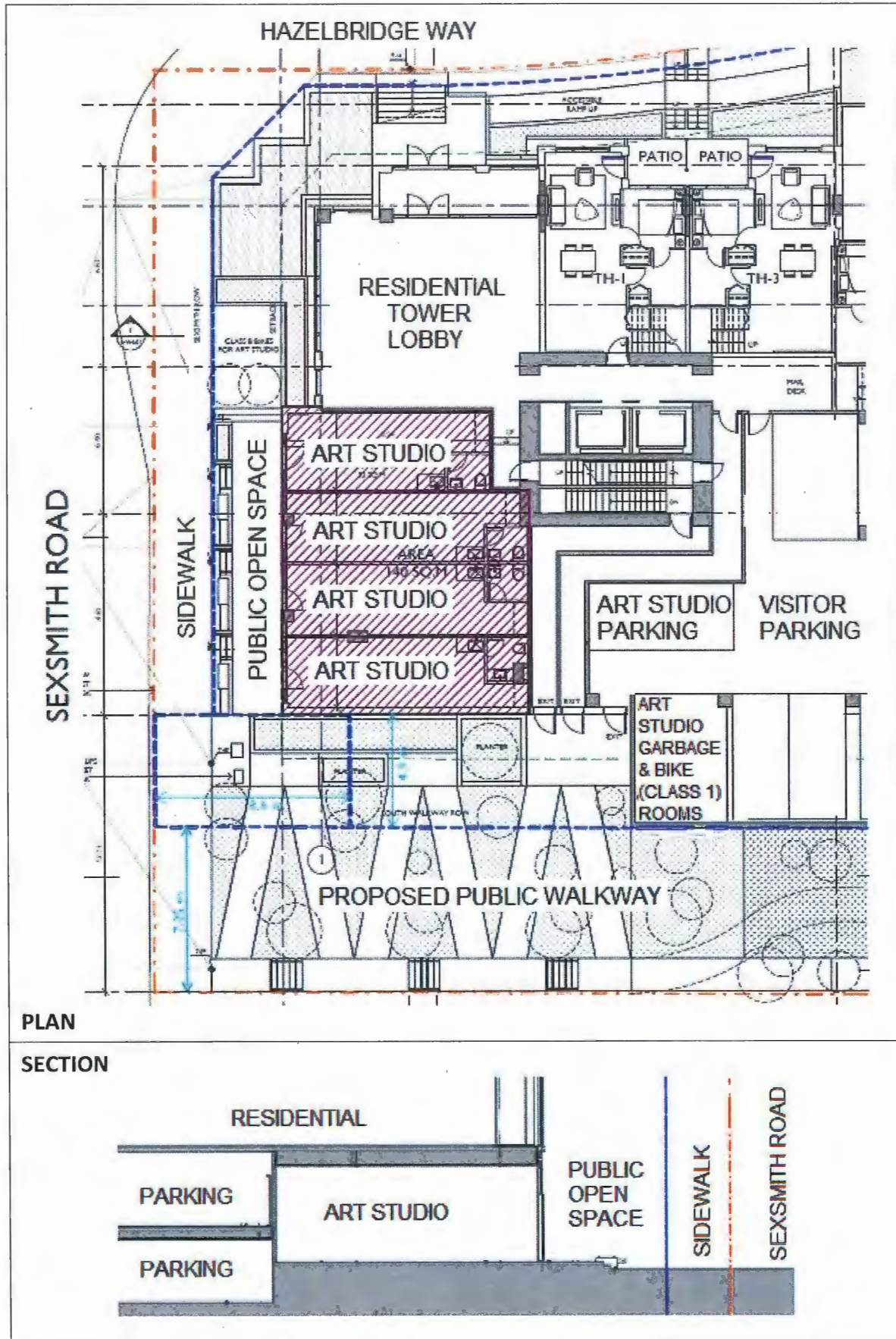


MOVABLE WALKWAY :
SLIDER STEEL TRACK
- ALONG SLAB EDGE



CEILING HEIGHT OF WORK/STUDIO SPACE

ARTS UNITS TYPE	UNIT COUNT	STUDIO AREA SF	HEIGHT 6.14m SF	HEIGHT 3.65m SF	FIXED WALKWAY SF	HEIGHT 5.74m SF	HEIGHT 3.25m SF	FIXED WALKWAY SF	TOTAL WALKWAY SF	FULL HEIGHT %
A	5	276	127	149	50				250	46
A-END	1	279	129	150	50				50	46
A1	3	276	127	149	50				150	46
A2	2	278	203	75	75				150	73
A2 END	1	284	209	75	75				75	73
A2a	1	278	203	75	75				75	73
A3	1	296				171	125	60	60	58
A3 END	1	302				168	134	67	67	55
A4	1	269	148	121	53				53	55
B	2	270	157	113	44				88	58
C	2	308				165	143	0	0	53
									= 1018 SF	
UNIT TYPE										
A										
A-END										
A1										
A2										
A2 END										
A2a										
A3										
A3 END										
A4										
B										
C										
LOWER AREA										
UPPER AREA										
TOTAL AREA										





ZT 15-700276

Address: 8888 Patterson Road (Lot 1/ north) & 3340 Sexsmith Road (Lot 2/south) – “Concord Gardens” (5 phases)

Applicant: GBL Architects Inc. Owner: 0754999 BC Ltd, Inc No 939550

Planning Area(s): City Centre (Capstan Village)

	Existing	Proposed
Site Area	<ul style="list-style-type: none"> Lot 1/north: 1.88 ha (4.65 ac) Lot 2/south: 1.18 ha (2.92 ac) 	<ul style="list-style-type: none"> No change
Land Uses	<ul style="list-style-type: none"> (Under construction) multi-family residential & 20 Artist Residential Tenancy Studio (ARTS) units secured with a Housing Agreement 	<ul style="list-style-type: none"> No change, EXCEPT: <ul style="list-style-type: none"> Addition of 140 m² of community amenity space (i.e. 4 affordable, work-only art studios)
OCP	<ul style="list-style-type: none"> Mixed Use & Park 	<ul style="list-style-type: none"> No change
CCAP	<ul style="list-style-type: none"> Institution Urban Centre T5 Park Arts District 	<ul style="list-style-type: none"> No change
Zoning:	<ul style="list-style-type: none"> High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre) 	<ul style="list-style-type: none"> As per existing ZHR10 Bylaw, EXCEPT: <ul style="list-style-type: none"> Community amenity space is added as a permitted use in Phase 5 (0.03 FAR max.) for affordable, work-only art studios, together with parking requirements. The portion of each ARTS unit that must have a clear ceiling height of 4.5 m is reduced from 25.0 m² to 11.6 m².
Dwellings	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> No change (approx. 1,245 units in 5 phases)

	Existing ZHR10 Bylaw Requirement	Proposed	Variance
Floor Area Ratio (FAR) (max)	<ul style="list-style-type: none"> 3.2 FAR, together with 0.1 FAR for amenity space 	<ul style="list-style-type: none"> As per existing, EXCEPT 0.03 FAR is permitted in Phase 5 for community amenity space (affordable, work-only art studios) 	<ul style="list-style-type: none"> None permitted
Lot Coverage	<ul style="list-style-type: none"> Max. 90% 	<ul style="list-style-type: none"> No change 	<ul style="list-style-type: none"> None
Setbacks @ Road & Park	<ul style="list-style-type: none"> Min. 6 m, but may be reduced to 3 m based where a satisfactory interface is provided 	<ul style="list-style-type: none"> No change 	<ul style="list-style-type: none"> None
Setback @ Interior Property Line	<ul style="list-style-type: none"> Min. 3 m, but may be reduced to 0 m based where a satisfactory interface is provided with adjacent buildings 	<ul style="list-style-type: none"> No change 	<ul style="list-style-type: none"> None
Height (m)	<ul style="list-style-type: none"> Max. 35 m, but may be increased to 47 m geodetic where a satisfactory interface is provided with adjacent buildings 	<ul style="list-style-type: none"> No change 	<ul style="list-style-type: none"> None
Lot Size	<ul style="list-style-type: none"> 5,000 m² 	<ul style="list-style-type: none"> No change 	<ul style="list-style-type: none"> None
Off-street Parking Spaces	<ul style="list-style-type: none"> As per Zoning Bylaw, including ZHR10 site-specific requirements for ARTS units 	<ul style="list-style-type: none"> As per existing, EXCEPT that for community amenity space (affordable, work-only art studios), 1 parking space & 8 “Class 1” bike spaces are required 	<ul style="list-style-type: none"> None



City of
Richmond

Zoning Text Amendment Considerations

Development Applications Department
6911 No. 3 Road, Richmond, BC V6Y 2C1

Address: 8888 Patterson Road and 3340 Sexsmith Road

File No.: ZT 15-700276

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9269, the developer is required to complete the following:

1. **Sexsmith Artist Studios (SAS):** The City's acceptance of the developer's offer to voluntarily contribute the Sexsmith Art Studios (SAS), the terms of which voluntary contribution shall include the developer's design and construction, at the developer's sole cost, of "community amenity space" and related features on Lot 2 (3340 Sexsmith Road), to a turnkey level of finish, as generally provided for under the subject rezoning application's proposed amendment to "High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre)" zone, for use as four (4) affordable, work-only, art studios and related uses/spaces (e.g., parking, outdoor activity space), all to the satisfaction of the City. More specifically, prior to adoption of the Zoning Text Amendment Bylaw, as determined to the satisfaction of the City, the developer shall enter into legal agreements and/or provide other security in accordance with **Schedule A** (Sexsmith Artist Studios Terms of Reference & Outline Specifications) requiring, among other things, that:
 - 1.1. The gross leasable floor area of SAS (i.e. net of common areas and features situated outside the studio units, such as vehicle/bike parking, loading, garbage/recycling areas, and hallways) shall comprise at least 140.0 m² (1,507 ft²) and, together with parking and related uses/spaces, be fully contained on Lot 2, west of Ketcheson Road.
 - 1.2. The Sexsmith Art Studios will be managed, maintained, and operated by the developer/owner in accordance with City-approved guidelines including, but not limited to, provisions that the tenants of the Sexsmith Art Studios shall:
 - a) Not be subject to strata, maintenance, parking, or other fees over and above the City-approved monthly unit rents, except as otherwise provided for in **Schedule A** (e.g., private utilities);
 - b) Satisfy the criteria of a "professional artist" in accordance with **Schedule A**; and
 - c) Satisfy financial eligibility requirements (e.g., total maximum household incomes) in accordance with **Schedule A**.
 - 1.3. "No development" shall be permitted on Lot 2, restricting Development Permit issuance for any building on Lot 2 (DP 15-700800), in whole or in part, until the developer designs the affordable, work-only, art studios and related features (Sexsmith Artist Studios) to the sole satisfaction of the City, as generally described in the Sexsmith Artist Studios Terms of Reference & Outline Specifications (**Schedule A**) and providing for, among other things:
 - a) Four (4) functional, fully-finished, art studios including at least 140.0 m² (1,507 ft²) of gross leasable (indoor) floor area designed as storefront-type units located at the building's ground floor, fronting onto and directly accessible from Sexsmith Road;

- b) A landscaped, universally-accessible terrace, secured for the use of the art studio tenants and the general public via a Statutory Right-of-Way, across the entire frontage of the art studio units;
 - c) Parking/loading, bike parking for studio tenants (Class 1), and a room for garbage, recycling (“blue box”), and organic waste carts for the exclusive use of the art studio tenants (i.e. 24-hours/day), together with necessary vehicle and pedestrian access/circulation (which circulation may be shared with the tenants of Lot 2’s residential building); and
 - d) Loading, garbage/recycling (“blue box”) /organic waste holding/pick-up facilities, visitor parking, bike parking for studio visitors (Class 2), and related features (e.g., vehicle and pedestrian access/circulation) secured for the shared use of the art studio tenants with the tenants of Lot 2’s residential building (i.e. 24-hour/day).
- 1.4. “No building” shall be permitted on Lot 2, west of Ketcheson Road (exclusive of parking or publicly-accessible open space), restricting Building Permit* issuance for any building on Lot 2, west of Ketcheson Road (exclusive of parking or publicly-accessible open space), in whole or in part, until the required affordable, work-only, art studios and related features (Sexsmith Artist Studios) are incorporated in the Building Permit* drawings and specifications, generally as determined via the Zoning Text Amendment (ZT 15-700276) and Development Permit (DP 15-700800) processes, to the sole satisfaction of the City.
- 1.5. “No occupancy” shall be permitted on Lot 2, west of Ketcheson Road (exclusive of parking or publicly-accessible open space), restricting final Building Permit* inspection granting occupancy for any building on Lot 2 , west of Ketcheson Road (exclusive of parking or publicly-accessible open space), in whole or in part, until the required affordable, work-only, art studios and related features (Sexsmith Artist Studios) are completed to the sole satisfaction of the City and have received final Building Permit* inspection granting occupancy.
2. Art Studio Terrace Statutory Right-of-Way (SRW): The granting of a statutory right-of-way for public access and related landscaping, activities, and infrastructure along the Sexsmith Road frontage of Lot 2 (3340 Sexsmith Road), the specific size and design of which shall be confirmed to the satisfaction of the City via the Development Permit review and approval processes for Lot 2 (3340 Sexsmith Road). More specifically:
- 1.1. The right-of-way shall be:
- a) Secured in coordination with the owner’s required provision of:
 - Four (4) street-oriented, affordable, work-only, art studios (Sexsmith Artist Studios) to help enhance public use and enjoyment of the streetscape in ways that contribute towards the establishment of a vibrant “arts district” on and around the subject site, as per the City Centre Area Plan (CCAP);
 - Public pedestrian and bike access between Sexsmith Road and the existing South Walkway SRW (CA2963422 to CA2963425); and
 - Existing City utility right-of-way (which SRW is intended to be modified or replaced prior to Development Permit issuance, as determined to the satisfaction of the City); and
 - b) Comprised of a strip of land, approximately 3.0 m wide, running parallel to Sexsmith Road, measured from the east boundary of the existing Sexsmith Bikeway SRW (CA2963418 to CA2963421), across the full frontage of the affordable, work-only, art studios (Sexsmith Artist Studios), together with additional right-of-way area to the north and/or south to facilitate access and/or utilities as determined via the approved Development Permit (DP 15-700800), to the satisfaction of the City.

1.2. The right-of-way shall provide for:

- a) 24 hour-a-day, public access for pedestrians (to universally accessible standards) in the form of stairs, ramps, walkways and related landscape features, which may include, but may not be limited to, lighting, furnishings, trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
- b) City utilities, traffic control (e.g., signals), and/or related equipment;
- c) Public art;
- d) Public access to fronting affordable, work-only, art studios (Sexsmith Artist Studios) and, as applicable, other on-site uses;
- e) Emergency and service access, City bylaw enforcement, and any related or similar City-authorized activities (i.e. as if the SRW area was dedicated street, highway, lane, or park in the City of Richmond);
- f) The owner-developer's ability to close a portion of the right-of-way area to public access to facilitate maintenance or repairs to the right-of-way area or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
- g) Design and construction, via a Development Permit (DP 15-700800), at the sole cost and responsibility of the developer, as determined to the satisfaction of the City; and
- h) Maintenance at the sole cost of the owner-developer.

1.3. In addition, the right-of-way shall provide for the following, provided that public access is not impeded and the features enhance the intended public amenity and operation of the right-of-way as specified in the Development Permit (DP 15-700800) approved by the City:

- a) Building encroachments, provided that any such encroachments are:
 - Located a minimum of 2.5 m clear above the right-of-way area; and
 - They are limited to features the Richmond Zoning Bylaw permit within required front yards (e.g., weather protection, balconies, bay windows, architectural appurtenances);
- b) Movable furnishings and planting;
- c) Temporary display and performance of artworks (excluding amplified music) for exhibition purposes;
- d) Temporary display of artworks for retail sale; and
- e) Complementary temporary uses, signage, and activities, including, but not limited to the hosting of art exhibitions and opening events that the general public is welcome to attend at no cost.

1.4. The right-of-way shall NOT provide for:

- a) Driveway crossings; or
- b) Building encroachment at or below finished grade.

1. **NOTE:** This right-of-way is NOT eligible public open space with respect to CCAP and Zoning Bylaw public open space requirements for the Capstan Station Bonus.

- 3. Development Permit for Lot 2 (3340 Sexsmith Road): The submission and processing of a Development Permit for the entirety of Lot 2 (DP 15-700800), completed to a level deemed to be acceptable by the Director of Development.

For Lot 2 (3340 Sexsmith Road), prior to the Development Permit (DP 15-700800) being forwarded to the Development Permit Panel for consideration, the developer is required to:

1. Satisfy the terms of all legal agreements registered on title prior to Zoning Text Amendment Bylaw adoption (ZT 15-700276) with respect to the Lot 2 Development Permit (DP 15-700800), which shall include, but may not be limited to, design approval for the affordable, work-only, art studios and related features (Sexsmith Artist Studios) by the City's Director of Arts, Culture, and Heritage Services and Director of Development, together with any required modifications or additions to the legal agreements registered on title prior to Zoning Text Amendment Bylaw adoption, to the sole satisfaction of the City.
1. **For Lot 2 (3340 Sexsmith Road), prior to Building Permit* issuance for the portion of Lot 2 situated west of Ketcheson Road (exclusive of parking or publicly-accessible open space), the developer is required to complete various requirements, which include, but may not be limited to, the following:**
 1. Incorporation of the required affordable, work-only, art studios and related features (Sexsmith Artist Studios) in the Building Permit* drawings and specifications for the portion of Lot 2 situated west of Ketcheson Road (exclusive of parking or publicly-accessible open space), as determined via the Zoning Text Amendment (ZT 15-700276) and Development Permit (DP 15-700800) processes, to the sole satisfaction of the City.
2. **For Lot 1 (8888 Patterson Road / Phase 1), prior to final Building Permit inspection granting occupancy with respect to BP 13-643300, the developer is required to complete various requirements, which include, but may not be limited to, the following:**
 1. Final Building Permit inspection granting occupancy for the Artist Residential Tenancy Studio (ARTS) units and related features on Lot 1 (8888 Patterson Road / Phase 1), as approved by Council via RZ 06-349722, DP 12-611486, and BP 13-643300, together with changes to the permitted design of those units, as approved by Council via the Zoning Text Amendment (ZT 15-700276) processes (i.e. movable catwalks shall be fixed in place), to the sole satisfaction of the City.
- 3.

NOTE:

- Items marked with an asterisk (*) require separate applications (i.e. in addition to the subject 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

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Signed

Date

Concord Gardens

Sexsmith Artist Studios

DRAFT Terms of Reference & Outline Specifications

Prepared September 10, 2015)

A. Intent

The developer shall provide, in perpetuity, an affordable, work-only, rental art studio facility for eligible professional visual artists (as defined herein), constructed to a turnkey level of finish at the sole cost of the developer, to the satisfaction of the City, including:

- a) at least 140.0 m² (1,507 ft²) of gross leasable indoor space accommodating four (4) street-oriented, universally-accessible, storefront-type art studio units, each of which shall include a work space, 2-piece washroom, slop sink and counter, picture-hanging system, and floor-to-ceiling windows on one or more sides;
- b) outdoor space designated exclusively for the shared use of the occupants of the studio units for public access, art display, informal / formal gatherings, and related activities (i.e. Art Studio Terrace Statutory Right-of-Way); and
- c) vehicle storage, loading, and waste management facilities (i.e. as per Zoning Bylaw requirements and related City policies) for the shared use of the studio unit tenants, together with required pedestrian and vehicular access/circulation, including:
 - one (1) parking / loading space equipped with an Electric Vehicle (EV) Charging Station (i.e. 120V duplex outlet);
 - one (1) "Class 1" bicycle room (for eight (8) bicycles) equipped with an EV Charging Station (e.g., 120V duplex outlet);
 - one (1) room for garbage, recycling ("blue box"), and organic waste carts; and
 - shared use of the residential building's:
 - i. "Visitor Parking";
 - ii. "Class 2" (outdoor) bicycle storage spaces;
 - iii. Medium-sized truck loading area; and
 - iv. Garbage/recycling ("blue box") /organic waste holding/pick-up facilities.

NOTE: The developer's provision of the vehicle storage, loading, and waste management facilities specified above shall be understood to satisfy all related Zoning Bylaw requirements and City policies with respect to the Sexsmith Art Studios.

B. Studio Uses:

- a) Permitted uses, on a 24/7 basis by or on behalf of the tenant, shall include:
 - production of visual arts only (except as specifically indicated below);
 - indoor display and wholesale / retail sale of visual arts produced on the premises;
 - temporary outdoor display of visual arts produced on the premises within the outdoor space designated exclusively for the shared use of the occupants of the studio units; and
 - related uses and activities (e.g., art openings and events, shipping/receiving, indoor storage).
- b) Prohibited uses, on a 24/7 basis, shall include:
 - residential activities;
 - production of arts other than visual arts, except where undertaken in support of on-site visual arts production (e.g., audio related to video production);
 - welding, glassblowing, use of pottery kilns, and activities involving noxious / toxic fumes / vapors;
 - loud noises that may be disturbing to nearby residents; and
 - outdoor storage of materials, equipment, or artworks.

C. Studio Tenant Eligibility:

All eligible tenants must satisfy the following criteria:

- a) intend to utilize the Sexsmith Art Studios in compliance with the Studio Uses and related requirements;
- b) meet financial eligibility requirement as per household income guidelines set out under the City's Affordable Housing Strategy for tenants of Subsidized Rental housing or Low End Market Rental housing, which incomes shall be adjusted periodically as per Council-approved policy; and

- c) comply with the definition of a "Professional Visual Artist", meaning an artist who, in the determination of the Director of Arts, Culture and Heritage, at his or her sole discretion:
- has specialized training in, and makes his/her primary living from, the visual arts (not necessarily in academic institutions);
 - is recognized as such by his or her peers (artists working in the same artistic tradition);
 - is committed to devoting more time to artistic activity, if financially feasible;
 - has a history of public presentation, with at least three (3) public presentations of work in a professional context over a three-year period;
 - has produced an independent body of work;
 - has maintained an independent professional practice for at least three (3) years; and
 - has a practice that falls within Category "A" Professional Artist or such other definition of Professional Visual Artist as promulgated from time to time by the Canada Council for the Arts and approved by the Director of Arts, Culture and Heritage.

D. Studio Rental Terms:

The studio units shall be rented:

- a) solely for visual arts and related purposes, as generally described under "Studio Uses";
- b) on the basis of Council-approved rental rates and terms with the aim of:
- ensuring the studio units provide "affordable" studio space for eligible tenants, pre-qualified by the owner and approved by the Director, Arts, Culture and Heritage Services (with respect to ensuring that the mix of art practices is supportive of City objectives for a diverse, vibrant, and viable City Centre "arts district"); and
 - support City objectives for fostering a viable, dynamic arts community and the establishment of Capstan Village as an engaging "arts district"; and
- c) on a semi-inclusive basis whereby the rents charged to tenants:
- secures the full use of the following (i.e. no additional charges shall apply):
 - i. studio units, outdoor space, and vehicle parking / loading and Class 1 bike storage (for 8 bikes) intended for the exclusive use of the studio tenants
 - ii. visitor parking, Class 2 bike storage, and loading, garbage, recycling, and related access / circulation intended for the shared use of the studio facility tenants and the residential building tenants;
 - includes all building administration, maintenance, and repair (i.e. no additional charges shall apply), except for the day-to-day cleaning of the four (4) studio units (which shall be the sole responsibility of the studio unit tenants); and
 - with respect to utilities:
 - i. includes all City utility charges (e.g., water);
 - ii. includes all heating / cooling / air handling (NOTE: The building is required to be "hook-up ready" for a City District Energy Utility (DEU) system and satisfy OCP Aircraft Noise Sensitive Development (ANSO) standards for "Area 3");
 - iii. includes all services provided with respect to common indoor and outdoor spaces including, but not limited to, lighting and electricity provided with respect to the publicly-accessible outdoor space designated for the shared use of the studio occupants (e.g., for art display, gatherings, and related activities); and
 - iv. excludes private utility charges for services used exclusively by the studio tenants (e.g., internet; electricity service to the studio units and EV charging stations designated for the exclusive use of the studio occupants, and serving the designated outdoor space).

The terms of the Rental Agreements shall indicate that they apply in perpetuity and provide for the following:

- a) Council-approved rental rate of \$0.75 per square foot, which rate shall be adjusted annually by any increase in the CPI Inflation Index or as otherwise determined to the satisfaction of the City beginning one year after the first date of occupancy of the studio units;
- b) Annual lease with open-ended term.
- c) Maximum of two tenants per studio unit, both of whom must meet the Studio Tenant Eligibility criteria.

E. City Responsibility:

The City will be responsible for:

- a) defining and updating the studio tenant eligibility criteria (e.g., financial requirements) on a periodic (e.g., annual) basis;
- b) setting Council-approved rental rates for the studio units and reviewing and updating the rates on a periodic (e.g., annual) basis; and
- c) selecting tenants from a list of applicants that are pre-qualified by the Developer based on City-approved eligibility criteria (e.g., financial eligibility and meeting definition of artist). Selection will be done via a selection panel or as otherwise determined to the sole satisfaction of the City, and will be based on artistic merit, complementary mix of art forms, lively streetscape and related considerations.

F. Developer Responsibility:

The developer will be responsible, at the developer's sole cost, for the following:

- a) designing and constructing the studio facility and related uses / spaces to a turnkey level of finish;
- b) pre-qualifying potential tenants for review and selection by the City, which shall be based on an open application process and City-approved eligibility criteria including, but not limited to, Studio Tenant Eligibility criteria (e.g., financial eligibility and meeting definition of artist);
- c) renting the four (4) studio units to eligible, City-approved tenants; and
- d) maintaining and repairing the studio facility and all related uses and spaces, to the satisfaction of the City, including maintaining and repairing the four (4) studio units (except day-to-day cleaning), outdoor space, vehicle storage, and, as applicable, the uses and spaces the studio facility tenants share with the residential building tenants (e.g., shared visitor parking, Class 2 bike storage, loading, garbage, recycling, and related access / circulation).

G. Studio Facility Tenure:

- a) Ownership: Developer (Concord Pacific); however, the Sexsmith Art Studios may be sold to an alternate owner, provided that the four (4) units are sold as a group and all rights (e.g., parking, waste facilities, access, rental terms) are transferred with the units to the satisfaction of the City.
- b) Legal: Prior to adoption of the pending Zoning Text Amendment, legal agreements must be registered on title to secure the SAS facility contribution (i.e. detailing the form, use, and location of the studio units and easement(s) and/or alternate agreements as required with respect to parking, shared use of loading and access, rents, tenant eligibility criteria, maintenance, and other considerations), together with "no development", "no build", and "no occupancy" covenants, an option to purchase (at a nominal charge), and other measures, all as determined to the satisfaction of the City.
- c) Parcel: Air space parcel

H. Outline Specifications:

The artist studio facility, including four (4) studio units, parking, outdoor space, and related uses / spaces, shall be completed to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the City. The studio facility must be designed and constructed to be attractive, universally-accessible, adaptable to a variety of visual arts activities, and durable. Facility features shall include, but may not be limited to, the following:

- a) General Requirements
 - The studio units shall:
 - i. make a significant contribution towards City Centre Area Plan (CCAP) objectives for the establishment of Capstan Village as a designated Arts District by:
 - diversifying the range of arts activities and opportunities within the Village; and
 - providing a meaningful contribution towards a varied, dynamic, and artful public realm and streetscape;
 - ii. be situated at the residential building's first storey, along the east side of Sexsmith Road;
 - iii. be storefront-type units with:
 - direct pedestrian access to/ from the public sidewalk;
 - individual entry doors;
 - pedestrian weather protection; and
 - integrated address/tenant signage;

- iv. have large, floor-to-ceiling windows fronting onto the street and publicly-accessible outdoor area(s), which windows shall be designed and constructed to:
 - facilitate window displays of artworks (produced on the premises);
 - allow for public viewing of work underway within the studio units;
 - be operable to facilitate ventilation, access, and opening up the units to the public outdoor space in fair weather for display and work purposes (e.g., in the form of a pair of glazed swing, sliding, or folding doors or the equivalent, to the City's satisfaction); and
 - provide for adequate light control in the form of sun shades, canopies, or alternative measures (because it must be practical for tenants to leave the units' storefront-type display windows uncovered during typical daytime business hours);
 - v. be designed and constructed to ensure that permitted arts-related activities carried out within the units will not impact nearby residents (on-site or off) by way of noise, vibration, smoke, dust, odors, heat, glare, or electrical or radio disturbances (e.g., appropriate siting and orientation, noise mitigation measures);
 - vi. include outdoor space designated exclusively for the shared use of the occupants of the studio units for public access, art display, informal / formal gatherings, and related activities, which space shall be:
 - limited to a universally-accessible, paved, patio-like space with integrated seating (e.g., seating walls) and space for movable furniture (by tenants) and art displays;
 - situated along the frontage of the studio facility, contiguous with the studio unit entrances and large storefront-type windows, with direct access to / from the Sexsmith Road public sidewalk;
 - illuminated to accommodate evening/night-time activities;
 - equipped with power, water, and other features to accommodate temporary use of the space for art production, art display, gatherings and events (e.g., art openings), and related activities; and
 - convenient to and within view of "Class 2" bike storage (i.e. racks for unrestricted public use);
 - vii. incorporate artfully-designed, illuminated (i.e. indirect or back-lit only), address/business signage on the exterior of the studio facility, including:
 - permanent signage identifying the Sexsmith Arts Studios, together with information regarding the Studios' program and sponsorship (e.g., pylon / free-standing sign);
 - changeable tenant signage (one per unit) in the form of façade or canopy signs; and
 - directional signage indicating access to on-site Visitor Parking.
 - The studio facility shall satisfy minimum requirements to satisfy:
 - i. BC Building Code 2012;
 - ii. City of Richmond Fire Protection and Life Safety Bylaw 8306 – 2008;
 - iii. City of Richmond Building Regulation Bylaw 7230 – 2002;
 - iv. City of Richmond Flood Plain Protection Bylaw 8204 – 2008 with respect to commercial uses (i.e. 0.3 m above the crown of the fronting road);
 - v. City of Richmond's High Performance Building standards; and
 - vi. universal accessibility requirements for tenants and visitors in wheelchairs.
 - The studio units shall be designed and constructed to ensure an attractive appearance and cost effectiveness over the long-term by generally satisfying the following criteria:
 - i. for materials: provide for high impact resistance, traffic resistance, and stain resistance, and exceptional longevity;
 - ii. for maintenance: require only simple cleaning processes (e.g., soap and water) and ensure that surface finish is easily made good (e.g., Hi-Traffic Acrylic Floor Finish mopped on) and heavy use has minimal impact;
 - iii. for repair: require only basic interventions to repair cracking, gouging, or more severe or accidental wear (e.g., one person with mortar patching / grinding equipment) and ensure that such repairs are readily made invisible or contribute to the "character" of the material / finish (i.e. wholesale replacement or refinishing is not required to maintain an attractive appearance); and
 - iv. for replacement: provide for easy, expeditious stripping, prepping, and re-installation (e.g., low-tech, minimum structural or substrate intervention) to, as applicable, minimize tenant disruption, facilitate timely re-lease of unit, and minimize lost income.
- b) Studio Unit Dimensions
- The four (4) studio units shall have a combined total (indoor) gross leasable area of at least 140.0 m² (1,507 ft²);
 - Each studio unit shall have an (indoor) gross leasable area of at least 28 m² (301 ft²).
 - Each studio unit shall contain a work space:
 - i. at least 23 m² (248 ft²) in size unobstructed by columns;
 - ii. configured as one contiguous, regularly-shaped (i.e. rectangular) space with a minimum dimension of at least 3.05 m (10 ft); and

- iii. with a minimum clear height of at least 3.66 m (12 ft) unobstructed by beams, ducts, lighting, sprinkler systems, or other features.
- c) Studio Unit Access & Accessibility
- The studio facility shall:
 - i. be fully accessible for tenants and visitors in wheelchairs;
 - ii. be designed to provide for the convenient movement of large, heavy objects by the tenants on a frequent basis, both within the studio units and between the units and the street / sidewalk and parking / loading areas;
 - iii. provide for convenient tenant access to garbage / recycling facilities and the studio facility's Class 1 bike storage room; and
 - iv. provide for convenient, direct, public access to / from the studio units' front doors and the public Sexsmith Road sidewalk and on-site Visitor Parking.
- d) Studio Unit Interiors
- All systems and finishes shall be highly durable and be able to withstand the daily rigors of a working studio for the production of arts, crafts, and related activities
 - Floors:
 - i. Sealed polished concrete
 - ii. Resilient type flooring, non-slip
 - Walls & Ceilings:
 - i. Finished painted drywall (smooth, museum white finish, low VOC paints and coatings)
 - ii. All demising walls shall have a minimum STC (Sound Transmission Class) Rating of 50 or higher
 - Doors & Windows:
 - i. Windows and doors shall meet CAN/CSA – A440 (2005) Standards. All doors, metal or wood, shall be solid core.
 - ii. Door hardware shall be commercial grade and shall meet current accessibility and universal design requirements.
 - iii. All main access doors shall be pre-wired for automatic push button operated doors to facilitate future accessibility if required.
 - iv. Overhead door (or equivalent, as determined by the City) at storefront with vision glass panels, min. 2.5 m wide and 3 m high to facilitate the movement of large objects.
 - v. Windows consistent with LEED Credits 8.1 and 8.2.
 - vi. Operable windows to meet ventilation requirements.
 - Millwork:
 - i. Each unit shall be provided with a:
 - countertop and utility sink, the combined length of which shall be at least 2.44 m (8 ft);
 - 2-piece washroom (i.e. toilet and hand sink); and
 - picture hanging system.
 - ii. Millwork shall comply with residential casework standards.
 - iii. All millwork shall be of plywood carcass construction built to AWMAC standards.
 - iv. Countertop shall be stain resistant, highly durable, and resilient.
 - v. Door frames shall be of durable materials, resilient to impact of large, heavy materials and equipment.
 - Plumbing:
 - i. Industrial grade stainless steel slop sink with hot and cold water and integral stainless steel counter top. Each sink equipped with floor-mounted sediment trap.
 - ii. Low flush toilet and a hand sink faucet aerator to reduce water consumption.
 - Electrical / Wiring:
 - i. Four-plug 120 volt outlets at intervals of not more than 1.52 m (5 ft).
 - ii. Units wired for communication/high speed data/cable.
 - Lighting:
 - i. High quality lighting, with daylight correlated colour temperature.
 - ii. Interior fixtures to be dimmable.
- e) Signage & Exterior:
- Provide all required interior wayfinding, fire, life safety, and accessibility-related signage.
 - Each unit shall contain a visible building fire safety plan located at its primary exit(s).
- f) Mechanical Systems:
- Plumbing

- i. Provide, at minimum, one utility sink in each unit, complete with sediment interceptors (all sinks to be 16 gauge or lower). All faucets shall be single lever accessible type.
- ii. Provide for all shut offs for water valves and clean outs that are readily accessible from inside the unit.
- iii. Provide for floor drains in bathroom.
- Heating, Cooling & Air Handling:
 - i. Mechanical and natural ventilation including, but not limited to, compliance with:
 - OCP Aircraft Noise Sensitive Development (ANSI) policies for "Area 3"; and
 - City of Richmond District Energy Utility (DEU) hook-up ready requirements.
 - ii. Air change for each unit with mechanically delivered air exhaust to be ultra quiet rated.
 - iii. Tempered make up air to each unit.
 - iv. Operable vents to facilitate natural ventilation at the discretion of the occupant.
- Fire Protection:
 - i. Conform to all standards of NFPA 13 – 1996 standard for the installation of sprinkler systems.
 - ii. Meeting any additional requirements of City of Richmond Fire Protection and Life Safety Bylaw 8306 – 2008.
 - iii. Provide, at occupancy, a single fire extinguisher mounted in each unit.
- g) Electrical Systems:
 - All electrical wiring shall make provision for "flexible" indoor lighting options at the discretion of the occupant.
 - Provide battery operated emergency lighting.
 - Units shall be connected to the building fire alarm system and zoned appropriately.
- h) Telecommunications:
 - Provide complete telecommunications cables to support telephone, TV, internet, entry phone.
- i) Loading / Waste / Vehicle Areas:
 - Provide convenient (i.e. direct indoor or weather-protected outdoor) access to / from the studio units and the loading, garbage, recycling, Visitor Parking, and Class 1 bike storage areas.
 - Vehicle storage and loading for the exclusive (shared) use of the studio unit tenants shall be provided in compliance with Zoning Bylaw requirements, including:
 - i. one (1) van-size short-term parking / loading space;
 - ii. eight (8) "Class 1" bicycle storage spaces within a secured bike room; and
 - iii. two (2) electric vehicle (EV) charging stations (i.e. 120V duplex outlet), including:
 - One (1) serving the parking /loading space; and
 - One (1) serving the bike room.

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**Richmond Zoning Bylaw 8500
Amendment Bylaw 9269 (ZT 15-700276)
8888 Patterson Road and 3340 Sexsmith Road**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended by:
 - 1.1. Repealing Section 19.10.4.1 and replacing it with the following:

“1. The maximum **floor area ratio (FAR)** shall be 0.55, together with an additional 0.10 **floor area ratio** provided that it is entirely used to accommodate **amenity space** and an additional 0.03 **floor area ratio** within the area identified as “D” in Section 19.10.4 Diagram 1 provided that it is entirely used to accommodate **community amenity space** for **studio** and related **uses**.”
 - 1.2. Repealing “and” at the end of Section 19.10.4.2(d)(ii).
 - 1.3. Repealing Section 19.10.4.2(e) and replacing it with the following:

“e) prior to first occupancy of the **building** in the area identified as “A” in Section 19.10.4 Diagram 1, the **owner**:

 - i) provides in the **building** not less than 20 ARTS units and the combined **habitable space** of the total number of ARTS units would comprise at least 1,628.0 m²; and
 - ii) enters into a **housing agreement** with respect to the ARTS units and registers the **housing agreement** against the title to the **lot** and files a notice in the Land Title Office; and

“f) prior to first occupancy of the **building** in the area identified as “D” in Section 19.10.4 Diagram 1, the **owner**:

 - i) provides in the **building** not less than 140.0 m² of **gross leasable floor area** of **community amenity space** for **studio** and related **uses**; and
 - ii) enters into legal agreements with respect to the **community amenity space** and registers the legal agreements against the title to the **lot** and files a notice in the Land Title Office.”

1.4. Repealing Section 19.10.10 and replacing it with the following:

“1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0 of this bylaw, except that:

a) for artist residential tenancy studio (ARTS) units, the minimum number of required **parking spaces** shall be:

i) for residents: 0.9 per **dwelling unit**; and

ii) for visitors: 0.2 per **dwelling unit**; and

b) for **community amenity space** in the form of **studio** and related **uses**:

i) the minimum number of required **parking spaces** shall be 1.0;

ii) the minimum number of required Class 1 bicycle **parking spaces** shall be 8.0; and

iii) Class 2 bicycle **parking spaces** and on-site **loading spaces** may be shared respectively with Class 2 bicycle **parking spaces** and on-site **loading spaces** required for the residential **uses** in the **building**.”

1.5. Repealing Section 19.10.11.1(c) and replacing it with the following:

“c) have a minimum **habitable space** of 74.0 m², of which at least 11.6 m², provided as one contiguous space, shall have a minimum clear height of 4.5 m measured from the surface of the finished floor to the surface of the finished ceiling.”

2. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 9269**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

SEP 28 2015

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor

MAYOR

CORPORATE OFFICER