

City of Kelowna

Regular Council Meeting

AGENDA



Monday, June 13, 2022

1:30 pm

Council Chamber

City Hall, 1435 Water Street

Pages

1. Call to Order

I would like to acknowledge that we are gathered today on the traditional, ancestral, unceded territory of the syilx/Okanagan people.

This Meeting is open to the public and all representations to Council form part of the public record. A live audio-video feed is being broadcast and recorded on kelowna.ca.

2. Confirmation of Minutes

3 - 10

PM Meeting - May 30, 2022

3. Development Application Reports & Related Bylaws

3.1. Gallagher Rd 2570 - A22-0002 FH22-0003_Parmjeet Singh Gurm and Gurjit Kaur Gurm

11 - 51

To support an application to the Agricultural Land Commission for a Non-Adhering Residential Use Permit to allow Temporary Farm Worker Housing to accommodate 35 seasonal workers on the subject property.

3.2. DP21-0128 - 3081 Hall Rd - Mission Creek Landing., Inc. No. BC1108111

52 - 99

To consider a Development Permit for the form and character of the redevelopment and expansion of an existing long term care facility.

4. Bylaws for Adoption (Development Related)

4.1. St Paul St 1310 - BL12326 (Z21-0062) - Vibona Enterprises Ltd. Inc. No BCo458875

100 - 100

To adopt Bylaw No. 12326 in order to rezone the subject property from the I2 - General Industrial zone to the C7rcs - Central Business Commercial (Retail Cannabis Sales) zone.

5. Non-Development Reports & Related Bylaws

5.1.	CleanBC Communities Fund - Grant Application	101 - 103
	To consider staff's recommendation to apply for the third program intake of the CleanBC Communities Fund.	
5.2.	Central Okanagan Small Boat Association - Non-Market Lease Agreement	104 - 147
	To seek Council approval for a five (5) year non-market lease agreement with the Central Okanagan Small Boat Association for a portion of the city-owned property at 4220 Hobson Road.	
5.3.	Water Regulation Bylaw 10480 Fine Assessments	148 - 152
	To seek Council's approval to amend the Bylaw Notice Enforcement Bylaw to include various fines for Water Regulation Bylaw infractions	
5.4.	BL12344 - Amendment No. 33 to Bylaw Notice Enforcement Bylaw No. 10475	153 - 154
	To give Bylaw No. 12344 first, second and third reading.	
5.5.	Rutland Local Area Transit Plan	155 - 170
	To inform Council that a Rutland Local Area Transit Plan will be developed over the remainder of 2022 and first quarter of 2023.	
5.6.	2022 Community-Signature Event	171 - 183
	To provide Council with an update of the activities related to the development of a community signature event.	
5.7.	Youth Services Framework	184 - 250
	To provide Council with an overview of the Youth Services Framework and the action items for 2022 to increase youth resiliency.	
5.8.	2022 Election Appointments and Bylaw	251 - 262
	To appoint the Chief Election Officer and Deputy Chief Election Officers and establish procedures for the conduct of the 2022 General Local Election.	
5.9.	BL12393 - General Local Government Election Bylaw	263 - 267
	To give Bylaw No. 12393 first, second and third reading.	

6. Mayor and Councillor Items

7. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, May 30, 2022
 Location: Council Chamber
 City Hall, 1435 Water Street

Members Present Mayor Colin Basran, Councillors Maxine DeHart*, Ryan Donn*, Gail Given, Charlie Hodge, Brad Sieben, Mohini Singh, Luke Stack*, and Loyal Wooldridge

Staff Present City Manager, Doug Gilchrist; Deputy City Clerk, Laura Bentley; Divisional Director, Corporate and Protective Services, Stu Leatherdale*; Community Safety Director, Darren Caul*; Divisional Director, Planning & Development Services, Ryan Smith*; Development Planning Department Manager, Terry Barton*; Planner, Graham Allison*; Planner Specialist, Wesley Miles*; Planner, Jason Issler*; Planner, Mark Tanner*; Planner Specialist, Adam Cseke, Planner, Barbara Crawford*; Intergovernmental Relations Manager, Axelle Bazett*

Staff participating Remotely Legislative Coordinator (Confidential), Arlene McClelland

Guest RCMP Superintendent Kara Triance*, OIC Kelowna Detachment

(* Denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 1:35 p.m.

I would like to acknowledge that we are gathered today on the traditional, ancestral, unceded territory of the syilx/Okanagan people.

As an open meeting, a live audio-video feed is being broadcast and recorded on kelowna.ca.

2. Confirmation of Minutes

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

R0368/22/05/30 THAT the Minutes of the Regular Meetings of May 16, 2022 be confirmed as circulated.

Carried

3. Reports

3.1 Report RCMP Q1 Update

Kara Triance, Superintendent Kelowna RCMP Detachment:

- Displayed a PowerPoint Presentation providing an update regarding the 2022 Q1 public safety and crime trends.
- Commented on summer resourcing plans and strategic focus areas.
- Spoke to efforts to decrease property crime and address prolific offenders.
- Commented on work to increase a sense of safety in key areas.
- Made comment on focus areas to respond to those who have experienced crime.
- Responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

R0369/22/05/30 THAT Council receive, for information, the RCMP Quarterly Update report from the Superintendent, Kelowna RCMP Detachment, dated May 30, 2022.

Carried

4. Development Application Reports & Related Bylaws

4.1 East Kelowna Rd 2830 - A22-0001 FH22-0004 - William and Maria Kitsch

Staff:

- Displayed a PowerPoint Presentation summarizing the application and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Sieben

R0370/22/05/30 THAT Agricultural Land Reserve Application No. A22-0001 for Lot A Section 16 Township 26 ODYD Plan 32982 Except Plan KAP71228 located at 2830 East Kelowna Road, Kelowna, BC for a Non-Adhering Residential Use Permit pursuant to Section 25 of the Agricultural Land Commission Act, be supported by Council;

AND THAT the Council directs Staff to forward the subject application to the Agricultural Land Commission for consideration;

AND THAT Council authorizes the issuance of Temporary Farm Working Housing Permit No. FH22-0004 for Lot A Section 16 Township 26 ODYD Plan 32982 Except Plan KAP71228 located at 2830 East Kelowna Road, Kelowna, BC subject to the following:

1. Approval by the Agricultural Land Commission of Non-Adhering Residential Use Permit Application A22-0004;
2. The dimensions and siting of the building to be constructed on the land in accordance with Schedule A;
3. Registration of a Section 219 Restrictive Covenant on the Title that states:
 - a. The dwellings will be used for temporary farm workers only;
 - b. The owner will remove the dwellings if the farm operation changes such that if they are no longer required;
 - c. The dwellings will only be used for farm workers for a maximum of ten (10) months of the year;
 - d. The maximum number of accommodations permitted on this farm unit within this City sector is 60 workers; and,
 - e. The temporary farm worker housing building footprint is a maximum of 0.3ha.

AND FURTHER THAT this Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

Carried

4.2 Fleet Court 3480, 3508 - OCP20-0003 (BL12388) Z20-0006 (BL12389) - Midwest Venture Ltd., Inc. No. BC0046021

Councillor DeHart declared a conflict of interest on items 4.2, 4.3 and 4.4 due to her employer being in competition with the proposed hotel and departed the meeting at 2:43 p.m.

Staff:

- Displayed a PowerPoint Presentation summarizing the application and responded to questions from Council.

Moved By Councillor Wooldridge/Seconded By Councillor Sieben

R0371/22/05/30 THAT Official Community Plan Map Amendment Application No. OCP20-0003 to amend Map 3.1 in the Kelowna 2040 – Official Community Plan Bylaw No. 12300 by changing the Future Land Use designation of Lot 2, Section 14, Township 23, ODYD Plan EPP64815, located at 3480 Fleet Court and Lot 15, Section 14, Township 23, ODYD Plan KAP82802 Except Plan EPP23036, located at 3508 Fleet Court, Kelowna, BC from the IND – Industrial designation to the RCOM – Regional Commercial Corridor designation be considered by Council;

AND THAT Rezoning Application No. Z20-0006 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 2, Section 14, Township 23, ODYD Plan EPP64815 located at 3480 Fleet Court and Lot 15, Section 14, Township 23, ODYD, Plan KAP82802 Except Plan EPP23036 located at 3508 Fleet Court, Kelowna, BC from the CD15 – Airport Business Park zone to the C9 – Tourist Commercial zone be considered by Council;

AND THAT the Official Community Plan and Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Zoning Bylaw Text Amending Bylaw be considered subsequent to the approval of the Ministry of Transportation and Infrastructure;

AND FURTHER THAT final adoption of the Official Community Plan and Zoning Bylaw be considered in conjunction with Council's consideration of a Development Permit for the subject properties.

Carried

4.3 Fleet Ct 3480, 3508 - BL12388 (OCP20-0003) - Midwest Ventures Ltd., Inc. No. BC0046021

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

R0372/22/05/30 THAT Bylaw No. 12388 be read a first time;

AND THAT the bylaw has been considered in conjunction with the City's Financial Plan and Waste Management Plan.

Carried

4.4 Fleet Ct 3480, 3508 - BL12389 (Z20-0006) - Midwest Ventures Ltd., Inc. No. BC0046021

Moved By Councillor Wooldridge/Seconded By Councillor Hodge

R0373/22/05/30 THAT Bylaw No. 12389 be read a first time.

Carried

Councillor DeHart returned to the meeting at 2:56 p.m.

4.5 Supplemental Report -McClure Rd 634 - Z22-0008 (BL12370) - McClure Road Development Ltd.

Moved By Councillor Given/Seconded By Councillor Wooldridge

R0374/22/05/30 THAT Council receives, for information, the report from the Office of the City Clerk dated May 30, 2022 with respect to Zoning Bylaw No. 12370;

AND THAT Rezoning Bylaw No.12370 be forwarded for further reading consideration.

Carried

4.6 McClure Rd 634 - BL12370 (Z22-0008) - McClure Road Development Ltd., Inc. No. BC1284976

Moved By Councillor Hodge/Seconded By Councillor Singh

R0375/22/05/30 THAT Bylaw No. 12370 be read a first, second and third time.

Carried

4.7 Supplemental Report -St Paul St 1405 - Z21-0011 (BL12371) - Abacio Properties Ltd.

Moved By Councillor Stack/Seconded By Councillor Donn

R0376/22/05/30 THAT Council receives, for information, the report from the Office of the City Clerk dated May 30, 2022 with respect to Zoning Bylaw No. 12371;

AND THAT Rezoning Bylaw No.12371 be forwarded for further reading consideration.

Carried

4.8 St Paul St 1405 - BL12371 (Z21-0011) - Abacio Properties Ltd

Moved By Councillor Singh/Seconded By Councillor Hodge

R0377/22/05/30 THAT Bylaw No. 12371 be read a first, second and third time.

Carried

4.9 Supplemental Report -Pasadena Rd 1290 - Z22-0015 (BL12373) - Laul real Estate Group Inc.

Moved By Councillor DeHart/Seconded By Councillor Hodge

R0378/22/05/30 THAT Rezoning Bylaw No. 12373 be forwarded to a Public Hearing for further consideration.

Carried

4.10 Pasadena Rd 1290 - BL12373 (Z22-0015) - Laul Real Estate Group Inc., Inc. No. BC1259351

Moved By Councillor Wooldridge/Seconded By Councillor Singh

R0379/22/05/30 THAT Bylaw No. 12373 be read a first time.

Carried

4.11 Supplemental Report -Benvoulin Ct 2165 - Z21-0109 (BL12374) - JABS Construction Ltd.

Councillor Stack declared a conflict of interest as his employer owns the adjacent property and left the meeting at 3:00 p.m.

Moved By Councillor Wooldridge/Seconded By Councillor Given

R0380/22/05/30 THAT the Official Community Plan and Rezoning Bylaw be forwarded to a Public Hearing for further consideration; THAT Council receives, for information, the report from the Office of the City Clerk dated May 30, 2022 with respect to Zoning Bylaw No. 12374;

AND THAT Rezoning Bylaw No.12374 be forwarded for further reading consideration.

Carried

4.12 Benvoulin Ct 2165 - BL12374 (Z21-0109) - JABS Construction Ltd., Inc. No. BC0060327

Moved By Councillor Donn/Seconded By Councillor DeHart

R0381/22/05/30 THAT Bylaw No. 12374 be read a first, second and third time.

Carried

Councillor Stack returned to the meeting at 3:01 p.m.

4.13 Supplemental Report -Gordon Dr 4563, 4573 - Z22-0017 (BL12381) - Forever Destiny Homes Ltd.

Moved By Councillor Wooldridge/Seconded By Councillor Singh

R0382/22/05/30 THAT Council receives, for information, the report from the Office of the City Clerk dated May 30, 2022 with respect to Zoning Bylaw No. 12381;

AND THAT Rezoning Bylaw No.12381 be forwarded for further reading consideration.

Carried

4.14 Gordon Dr 4563, 4573 - BL12381 (Z22-0017) - Forever Destiny Homes Ltd., Inc. No. BC0903896

Moved By Councillor DeHart/Seconded By Councillor Stack

R0383/22/05/30 THAT Bylaw No. 12381 be read a first, second and third time.

Carried

4.15 Supplemental Report -Lawson Ave 959-961, 971 - Z21-0050 (BL12384) - 1258102 BC Ltd.

Moved By Councillor DeHart/Seconded By Councillor Stack

R0384/22/05/30 THAT Council receives, for information, the report from the Office of the City Clerk dated May 30, 2022 with respect to Zoning Bylaw No. 12384;

AND THAT Rezoning Bylaw No.12384 be forwarded for further reading consideration.

Carried

4.16 Lawson Ave 959-961,971 - BL12384 (Z21-0050) - 1258102 BC Ltd., Inc. No. BC1258102

Moved By Councillor Donn/Seconded By Councillor DeHart

R0385/22/05/30 THAT Bylaw No. 12384 be read a first, second and third time.

Carried

4.17 Matrix Cr 2015 - DP22-0008 - 2271042 Alberta Ltd.

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Stack/Seconded By Councillor DeHart

R0386/22/05/30 THAT Council authorizes the issuance of Development Permit No. DP22-0008 for Lot 16 Section 14 Township 23 ODYD Plan EPP80708, located at 2015 Matrix Cres, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A,"
2. The exterior design and finish of the building to be constructed on the land, be in accordance with Schedule "B";
3. Landscaping to be provided on the land be in accordance with Schedule "C";
4. The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect;

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit Application in order for the permits to be issued;

AND THAT issuance of the Development Permit be considered subsequent to the approval of the Ministry of Transportation and Infrastructure;

AND FURTHER THAT this Development Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

Carried

4.18 KLO Rd 860-1000 - DP22-0096 - Okanagan College

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Singh/Seconded By Councillor Stack

R0387/22/05/30 THAT Council authorizes the issuance of Development Permit No. DP22-0096 for Lot 1, District Lot 135, ODYD, Plan EPP90191, located at 860 – 1000 KLO Road, Kelowna, BC, subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
3. Landscaping to be provided on the land in accordance with Schedule "C";
4. The applicant be required to post with the City a Landscape Performance Security Deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect;

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit Application in order for the permits to be issued;

AND FURTHER THAT this Development Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

Carried

4.19 City of Kelowna - New Zoning Bylaw No. 12375

Staff:

- Provided opening remarks.
- Displayed a PowerPoint Presentation summarizing the proposed Zoning Bylaw.
- Spoke to the background and Zoning Bylaw development.
- Outlined the major changes from the current to new Zoning Bylaw.
- Outlined a transition plan for active development applications.
- Responded to questions from Council.

Moved By Councillor Wooldridge/Seconded By Councillor Donn

R0388/22/05/30 THAT Council receives, for information, the report from the Development Planning Department, dated May 30, 2022 with respect to the City of Kelowna's proposed new Zoning Bylaw 12375;

AND THAT Zoning Bylaw No. 12375 be forwarded for reading consideration;

AND THAT the Zoning Bylaw No. 12375 be forwarded to Public Hearing for further consideration;

AND THAT Bylaw No. 12386 being Density Bonus for Public Amenities and Streetscape Reserve Fund be forwarded for reading consideration;

AND THAT Council temporarily waives the requirement for Development Permits and Development Variance Permits to be considered in conjunction with final adoption of rezoning bylaws to amend Zoning Bylaw No. 8000;

AND FURTHER THAT Council endorse the proposed new Zoning Bylaw Transition Plan, as outlined in the report from the Development Planning Department, dated May 30, 2022.

Carried

4.20 BL12375 - Zoning Bylaw

Moved By Councillor Donn/Seconded By Councillor DeHart

R0390/22/05/30 THAT Bylaw No. 12375 be read a first time.

Carried

4.21 BL12386 - Density Bonusing for Public Amenities and Streetscape Reserve Fund

Moved By Councillor DeHart/Seconded By Councillor Stack

R0391/22/05/30 THAT Bylaw No. 12386 be read a first, second and third time.

Carried

5. Non-Development Reports & Related Bylaws

5.1 Criminal Justice Advocacy Paper

Staff:

- Displayed a PowerPoint Presentation outlining the criminal justice advocacy paper.
- Spoke to current state, perceptions and statistics; crime and social issues; investment, action and leadership and identified items on the advocacy agenda.
- Responded to questions from Council.

Moved By Councillor Sieben/Seconded By Councillor Wooldridge

R0389/22/05/30 THAT Council receive, for information, the report from the Community Safety Department titled Community Confidence in Justice: Advocacy Paper.

AND THAT Council direct staff to amend the Advocacy Framework priorities to include advocacy to senior levels of government on the increasing challenge with prolific property offenders in the community and the impact of the catch-and-release cycle of the justice system.

Carried

Councillor Donn left the meeting at 5:11 p.m.

5.2 BC Electoral Boundaries Commission Submission

Staff:

- Provided an overview of the provincial electoral riding boundaries and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Hodge

R0392/22/05/30 THAT Council receives, for information, the report from Office of the City Clerk dated May 30, 2022 regarding BC Electoral Boundaries Commission Submission;

AND THAT Council directs staff to make an online submission in support of amending boundaries to have the City of Kelowna represented by three ridings on the east side of Lake Okanagan.

Carried

6. Mayor and Councillor Items

There were no Mayor and Councillor items.

7. Termination

This meeting was declared terminated at 5:17 p.m.

Mayor Basran

/acm

Amc
Deputy City Clerk

REPORT TO COUNCIL



Date: June 13th 2022

To: Council

From: City Manager

Department: Development Planning

Application: A22-0002 / FH22-0003

Owner: Parmjeet Singh Gurm & Gurjit Kaur Gurm

Address: 2570 Gallagher Road

Applicant: Carl Withler

Subject: Application to the ALC for a Non-Adhering Residential Use Permit for Temporary Farm Worker Housing

Existing OCP Designation: R-AGR – Rural – Agricultural and Resource

Existing Zone: A1 – Agriculture 1

1.0 Recommendation

THAT Agriculture Land Reserve Appeal No. A22-0002 for Lot 3 Sections 7 and 18 Township 27 ODYD Plan 2037 Except Plan 10570, located at 2570 Gallagher Road, Kelowna, BC for a Non-Adhering Residential Use Permit pursuant to Section 25 of the Agricultural Land Commission Act, be supported by Council;

AND THAT the Council directs Staff to forward the subject application to the Agricultural Land Commission for consideration;

AND THAT Council authorizes the issuance of Temporary Farm Worker Housing Permit No. FH22-0003 for Lot 3 Sections 7 and 18 Township 27 ODYD Plan 2037 Except Plan 10570 located at 2570 Gallagher Road, Kelowna, BC subject to the following:

1. Approval by the Agricultural Land Commission of Non-Adhering Residential Use Permit Application A22-0002;
2. The dimensions and siting of the building to be constructed on the land in accordance with Schedule A;
3. The exterior design and finish of the building to be constructed on the land, be in accordance with Schedule B;
4. A vegetated buffer is provided for screening adjacent property lines and between the temporary farm worker housing and active farming areas in accordance with Schedule C;

5. The applicant is required to post the City a Landscape Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscape buffer, as determined by a professional landscaper;
6. Registration of a Section 219 Restrictive Covenant on the Title that states:
 - a. The dwellings will be used for temporary farm workers only;
 - b. The owner will remove the dwellings if the farm operation changes such that if they are not longer required;
 - c. The dwellings will only be used for farm workers for a maximum of ten (10) months of the year;
 - d. The maximum number of accommodations permitted on this farm unit within this City sector is 60 workers: and,
 - e. The temporary farm worker housing building footprint is a maximum of 0.3 ha.

AND FURTHER THAT this Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

2.0 Purpose

To support an application to the Agricultural Land Commission for a Non-Adhering Residential Use Permit to allow Temporary Farm Worker Housing to accommodate 35 seasonal workers on the subject property.

3.0 Development Planning

Staff support the application for Temporary Farm Worker Housing (TFWH) for up to 35 seasonal agricultural workers on the subject property. The proposed farm worker accommodation meets the regulations of the Zoning Bylaw. The proposal is also consistent with the Ministry of Agriculture standards for temporary farm worker accommodation.

The proposed application complies with the City of Kelowna Official Community Plan (OCP) policies of TFWH requirements. Agriculture is the principal use on the parcel. The applicant has demonstrated that the scale of farm operations is large enough and necessary to accommodate farm employees whose residence on the farm property is considered critical to the overall operation of the farm. The proposed housing will be on non-permanent foundations which is the preferred solution where the need for farm worker housing is justified and is in an area of the property that minimizes the residential impact to agriculture.

4.0 Proposal

4.1 Project Description

The subject property is 40.2 acre (16.27ha) in size and is located on Gallagher Road within the Belgo – Black Mountain OCP Sector. The applicant is seeking seasonal farm workers to help with planting, pruning, and picking cherries on the existing orchard. There is currently a mobile home on the property and a farm-residential footprint covenant on Title, which would allow the construction of a new single-family dwelling. The property owner does not have any other properties in Kelowna and has one additional agricultural property in Vernon.

The applicant is seeking approvals to allow for one single-wide mobile home to accommodate 35 seasonal farm workers. The trailer is proposed to be 8.84m x 67.07m (592.7m²) and has 35 individual rooms. The

farm workers will be located near the road and the footprint is anticipated to be 0.2ha of land. A vegetative buffer is required to be planted to separate the active agriculture with the workers accommodation.

4.2 Site Context

The subject property lies within the Belgo-Black Mountain OCP Sector. The surrounding area is primarily agricultural lands within the ALR and FNR land to the East.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	A1 – Agriculture 1	Agriculture
East	A1 – Agriculture 1	Agriculture / Rural Residential
South	A1 – Agriculture 1	Agriculture / Rural Residential
West	A1 – Agriculture 1	Agriculture

Subject Property Map: 2570 Gallagher Road



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Objective 8.1 – Protect and preserve agricultural land and its capability.	
Policy 8.1.9. Farm Help Housing.	<p>As a first option, encourage farm help housing to be located within the Permanent Growth Boundary, providing access to amenities for workers. As a second option, accommodation for farm help on agricultural land on the farm unit, where approved by the ALC, will be considered only when:</p> <ul style="list-style-type: none"> • Agriculture is the principal use on the parcel; and • The applicant demonstrates that on-site housing for farm workers is necessary for the overall operation of the farm. The primary consideration is whether the scale of the farm operation is large enough that permanent help is deemed necessary. <p>Temporary farm working housing, such as bunkhouse accommodation on non-permanent foundations, is the preferred solution where farm worker housing is justified.</p> <p><i>Providing TFWH within the Permanent Growth Boundary is not viable for the majority of farmers, so the proposed on-site bunkhouse accommodation meets the intent of the OCP, Zoning Bylaw and Agricultural Plan.</i></p>

6.0 Technical Comments

6.1 Development Engineering Department

6.1.1 See Attachment B, Development Engineering Memorandum

7.0 Application Chronology

Date of Application Received: February 2nd, 2022

Date Public Consultation Completed: March 18, 2022

Agricultural Advisory Committee April 14, 2022

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting held on April 14, 2022 and the following recommendations were passed:

Anecdotal comments include that the Committee recognizes the competition for trailer units from the oil field and its impact on the ag industry and it is a concern for temporary farm worker accommodations. The Committee appreciates the effort to ensure the impact on agricultural land has been minimized, however, they have concern that the project moved forward before approval took place and that it is an ongoing problem with compliance, where applicants are asking for forgiveness with little consequence. There is additional concern with the precedent that approvals like this set and the Committee encourage the City to consider way to sanction applications that do not stick to the process. Finally, they want to ensure the applicant adheres to the required landscape buffering.

Report prepared by: Tyler Caswell, Planner I

Reviewed by: Dean Strachan, Community Planning & Development Manager

Reviewed by: Terry Barton, Development Planning Department Manager

Approved for Inclusion: Ryan Smith, Divisional Director, Planning & Development Services

Attachments:

Attachment A: ALC Non-Adhering Residential Use Application

Attachment B: Development Engineering Memorandum

Attachment C: Draft Temporary Farm Working Housing Permit (FH21-0003)

Schedule A: Site Plan

Schedule B: Elevation Drawings

Schedule C: Landscape Plan

Provincial Agricultural Land Commission - Applicant Submission

Application ID: 63252

Application Status: Under LG Review

Applicant:

Agent: Green Spark Consulting

Local Government: City of Kelowna

Local Government Date of Receipt: 05/28/2021

ALC Date of Receipt: This application has not been submitted to ALC yet.

Proposal Type: Non-Adhering Residential Use - Additional Residence for Farm Use

Proposal: House TFW's to plant, prune and pick cherries.

Agent Information

Agent: Green Spark Consulting

Mailing Address:

2612 Woodland Cres.

Kelowna, BC

V1W 2R4

Canada

Primary Phone: (250) 870-2137

Email: withler@shaw.ca

Parcel Information

Parcel(s) Under Application

1. **Ownership Type:** Fee Simple

Parcel Identifier: 011-264-748

Legal Description: Lot 3 Plan KAP2037 Section 7&18 Township 27 Land District 41 Except Plan 10570

Parcel Area: 18 ha

Civic Address: 2570 Gallagher Road, Kelowna, B.C.

Date of Purchase: 05/01/2004

Farm Classification: Yes

Owners

1. **Name:**

Address:

Phone:

Email:

Applicant:

Current Use of Parcels Under Application

1. Quantify and describe in detail all agriculture that currently takes place on the parcel(s).

Fully producing cherry orchard

2. Quantify and describe in detail all agricultural improvements made to the parcel(s).

Planted and functioning cherry orchard

3. Quantify and describe all non-agricultural uses that currently take place on the parcel(s).

Cherry production

Adjacent Land Uses**North**

Land Use Type: Agricultural/Farm

Specify Activity: cherries

East

Land Use Type: Agricultural/Farm

Specify Activity: pasture

South

Land Use Type: Transportation/Utilities

Specify Activity: Gallagher road

West

Land Use Type: Agricultural/Farm

Specify Activity: pasture

Proposal

1. What is the purpose of the proposal?

House TFW's to plant, prune and pick cherries.

2. Describe the necessity for an additional residence for farm use and how it will support agriculture in the short or long term.

Steady labour is needed to continue high quality cherry production.

3. Describe the size, type and number, as well as occupancy of all residential structures currently located on the property.

Single wide mobile home.

4. What is the total floor area of the proposed additional residence in square metres?

200 m²

5. Describe the rationale for the proposed location of the additional residence.

It is near Gallagher road, services are available and away from neighbouring residences.

6. What is the total area of infrastructure necessary to support the additional residence?

50m

7. Do you need to import any fill to construct the additional residence or infrastructure?

No

Applicant Attachments

- Agent Agreement-Green Spark Consulting
- Proposal Sketch-63252
- Site Photo-rough sketch of TFW location
- Certificate of Title-011-264-748

ALC Attachments

None.

Decisions

None.

Applicant:

ATTACHMENT		A
This forms part of application		
# A22-0002 / FH22-0003		
Planner Initials	TC	 City of Kelowna <small>DEVELOPMENT PLANNING</small>

CITY OF KELOWNA

MEMORANDUM

Date: April 26, 2022 (R1)
File No.: A22-0002
To: Suburban and Rural Planning (TC)
From: Development Engineering Manager (NC)
Subject: 2570 Gallagher Rd Farm Worker Housing

The Development Engineering Branch has the following comments with regard to this application for Non-Adhering Residential Use-Additional Residence for Farm Use. All requirements outlined in this memo are applicable at time of Building Permit application. The Development Technician for this file will be Sarah Kelly.

1. General

- a) The following requirements are valid for two (2) years from the reference date of this memo, or until the application has been closed, whichever occurs first. The City of Kelowna reserves the rights to update/change some or all items in this memo once these time limits have been reached.
- b) Additional TFWH will result in an increase of vehicles requiring large turn radii travelling along Gallagher Rd, to address road safety concerns a road dedication of up to 1460 m² is necessary. See figure below for the approximate maximum area of dedication.



ATTACHMENT

B

This forms part of application

A22-0002 / FH22-0003

Planner
Initials

TC

City of
Kelowna
DEVELOPMENT PLANNING



2. Domestic water and fire protection.

- a) The subject lot is within the Black Mountain Irrigation District (BMID) water service area. The developer is required to make satisfactory arrangements with BMID for all water and fire protection-related issues. All charges for service connection and upgrading costs, as well as any costs to decommission existing services, shall be the responsibility of the developer. All fireflow calculations are to be shared with City of Kelowna Development Engineering.
- b) Provide an adequately sized domestic water and fire protection system complete with an individual lot connection. The water system must be capable of supplying domestic and fire flow demands of the project in accordance with the Subdivision, Development & Servicing Bylaw No. 7900.

3. Sanitary Sewer Service

- a) This property is not currently connected to the City's sanitary sewer main. Sanitary sewage is presently handled by an on-site sewage disposal system. The existing on-site system is not shown on the submitted Site Plan.
- b) The applicant's consulting engineer will determine the requirements of the on-site disposal system that will support the proposed use. The disposal system shall be reviewed by the Interior Health Authority and Building & Permitting.

4. Storm Drainage

- a) The developer must engage a consulting civil engineer to provide a stormwater management plan for the site, which meets the requirements of the Subdivision, Development, and Servicing Bylaw No. 7900. The storm water management plan must also include provision of lot grading plans, minimum basement elevations (MBE), if applicable, and recommendations for onsite drainage containment and disposal systems. On-site stormwater management plan will require review and acceptance by Development Engineering at time of Building Permit.

5. Site Access

- a) All access to the subject lot must will be restricted to the existing driveway, no additional driveway will be permitted.

6. Electric Power and Telecommunication Services

- a) It is the developer's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for these services, which would be at the applicant's cost.


Nelson Chapman, P.Eng.
Development Engineering Manager

SK

ATTACHMENT		B
This forms part of application		
# A22-0002 / FH22-0003		
Planner Initials	TC	 City of Kelowna DEVELOPMENT PLANNING

TEMPORARY FARM WORKER HOUSING PERMIT



APPROVED ISSUANCE OF TEMPORARY FARM WORKER HOUSING PERMIT NO. FH22-0003

Issued To: Parmjeet Singh Gurm & Gurjit Kaur Gurm
Site Address: 2570 Gallagher Road
Legal Description: Lot 3 Sections 7 and 18 Township 27 ODYD Plan 2037 Except Plan 10570
Zoning Classification: A1 – Agriculture 1
Development Permit Area: Temporary Farm Worker Housing

SCOPE OF APPROVAL

This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.

This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit, noted in the Terms and Conditions below.

The issuance of a Permit limits the Permit Holder to be in strict compliance with regulations of the Zoning Bylaw and all other Bylaws unless specific Variances have been authorized by the Permit. No implied Variances from bylaw provisions shall be granted by virtue of drawing notations that are inconsistent with bylaw provisions and that may not have been identified as required Variances by the applicant or Municipal staff.

1. TERMS AND CONDITIONS

THAT Temporary Farm Worker Housing Permit No. FH22-0003 Lot 3 Sections 7 and 18 Township 27 ODYD Plan 2037 Except Plan 10570, located at 2570 Gallagher Road, Kelowna, BC to allow the development of temporary farm worker housing be approved subject to the following:

- a) The dimensions and siting of the buildings and structures to be constructed on the land be in accordance with Schedule "A";
- b) A vegetated buffer is provided for screening adjacent property lines and between the temporary farm worker housing and active farming areas in accordance with Schedule B;
- c) The applicant be required to post with the City a Landscape Performance Security deposit in the form of an Irrevocable Letter of Credit in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect;
- d) Registration of a Section 219 Restrictive Covenant restricting the use of the temporary farm worker housing to accommodation for temporary farm workers only, to a maximum forty-eight (48) temporary farm workers, and to a maximum occupation of ten (10) months of the year;

ATTACHMENT		C
This forms part of application		
# A22-0002 / FH22-0003		
Planner Initials	TC	 City of Kelowna DEVELOPMENT PLANNING

- e) Registration of a Section 219 Restrictive Covenant on all parcels owned or leased by the farmer in the Southeast Kelowna OCP Sector restricting the total number of temporary farm worker housing to sixty (60) on those parcels; and
- f) Registration of a Section 219 Restrictive Covenant on the farm unit parcels prohibiting the parcels from being sold or otherwise transferred separately; and

AND THAT this Temporary Farm Worker Housing Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

2. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property own of the day. Should the Developer carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Developer or his or her designate. There is filed accordingly:

- a) An Irrevocable Letter of Credit in the amount of \$7,000.00

Before any bond or security required under this Permit is reduced or released, the Developer will provide the City with a statutory declaration certifying that all labour, material, workers' compensation and other taxes and costs have been paid.

3. DEVELOPMENT

The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit that shall form a part hereof.

If the Permit Holder does not commence the development permitted by this Permit within two years of the date of this Permit, this Permit shall lapse.

This Permit IS NOT a Building Permit.

4. Indemnification

Upon commencement of the works authorized by this Permit the Developer covenants and agrees to save harmless and effectually indemnify the Municipality against:

- a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality said Permit.
- b) All costs, expenses, claims that may be incurred by the Municipality where the construction, engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

ATTACHMENT		C
This forms part of application		
# A22-0002 / FH22-0003		
Planner Initials	TC	 City of Kelowna <small>DEVELOPMENT PLANNING</small>

5. APPROVALS

Issued and approved by Council on the May 30th, 2022

Terry Barton, Development Planning Department Manager

Date

**The PERMIT HOLDER is the CURRENT LAND OWNER.
Security shall ONLY be returned to the signatory of the
Landscape Agreement or his or her designates**

ATTACHMENT		C
This forms part of application		
# A22-0002 / FH22-0003		
Planner Initials	TC	 City of Kelowna <small>DEVELOPMENT PLANNING</small>



City of Kelowna
DEVELOPMENT PLANNING



PROPOSED BUILDING DETAIL

Existing building locations derived from City of Kelowna Satellite imagery.

TITLE:
SKETCH PLAN OF LOT 3, SEC. 7&18, T.P. 27,
O.D.Y.D., PLAN 2037 EXCEPT PLAN 10570
(2570 Gallagher Road, Kelowna)

DRAWN BY: **RUNNALLS DENBY**
british columbia land surveyors

259A Lawrence Avenue Phone: (250)763-7322
Kelowna, B.C. V1Y 6L2 Fax: (250)763-4413
Email: rob@runnallsdenby.com

CLIENT: **PARMJEET GURM**

SCALE: 1:2000 (17"x22")

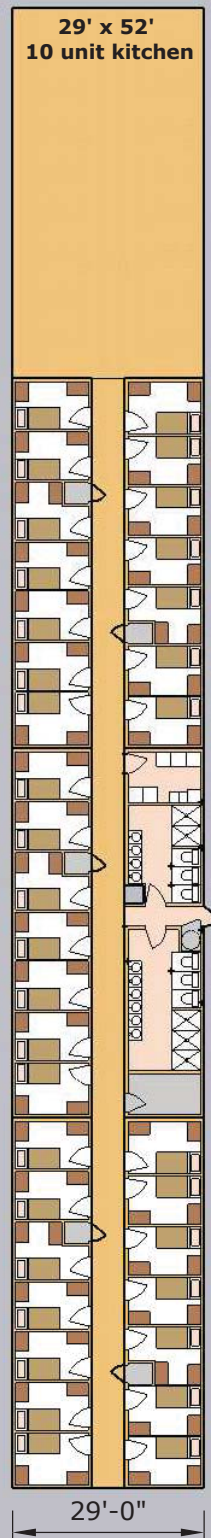
DATE: 16/12/2021

DWG: 16298 SKETCH

FILE No: 16298

REV. 0

40 MAN CAMP/KITCHEN



- 35 Bedrooms in 5 Sleepers
- Laundry Room
- 6 Showers
- 6 Toilets
- 10 sinks

SCHEDULE

B

This forms part of application
A22-0002 / FH22-0003

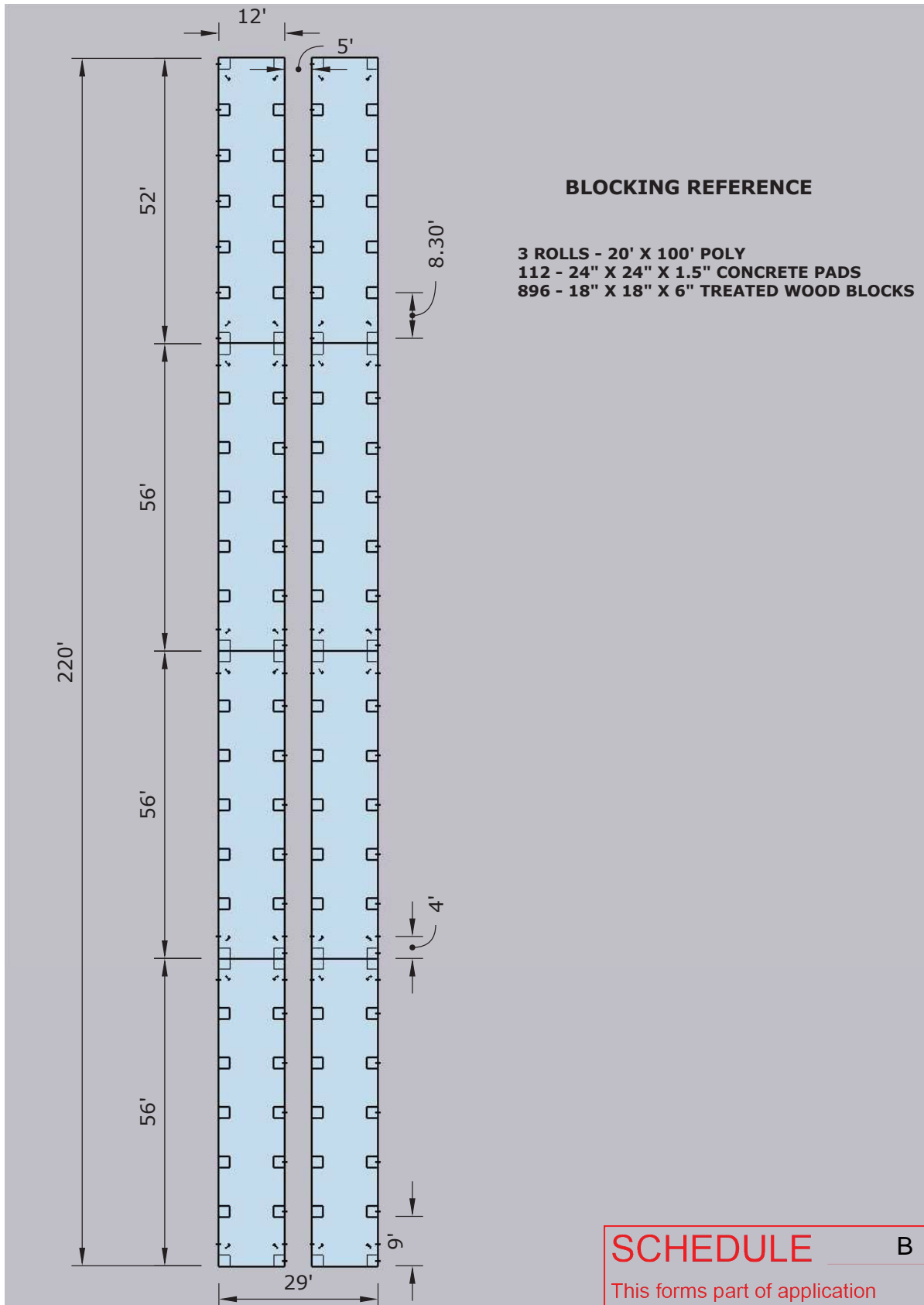
Planner
Initials

TC

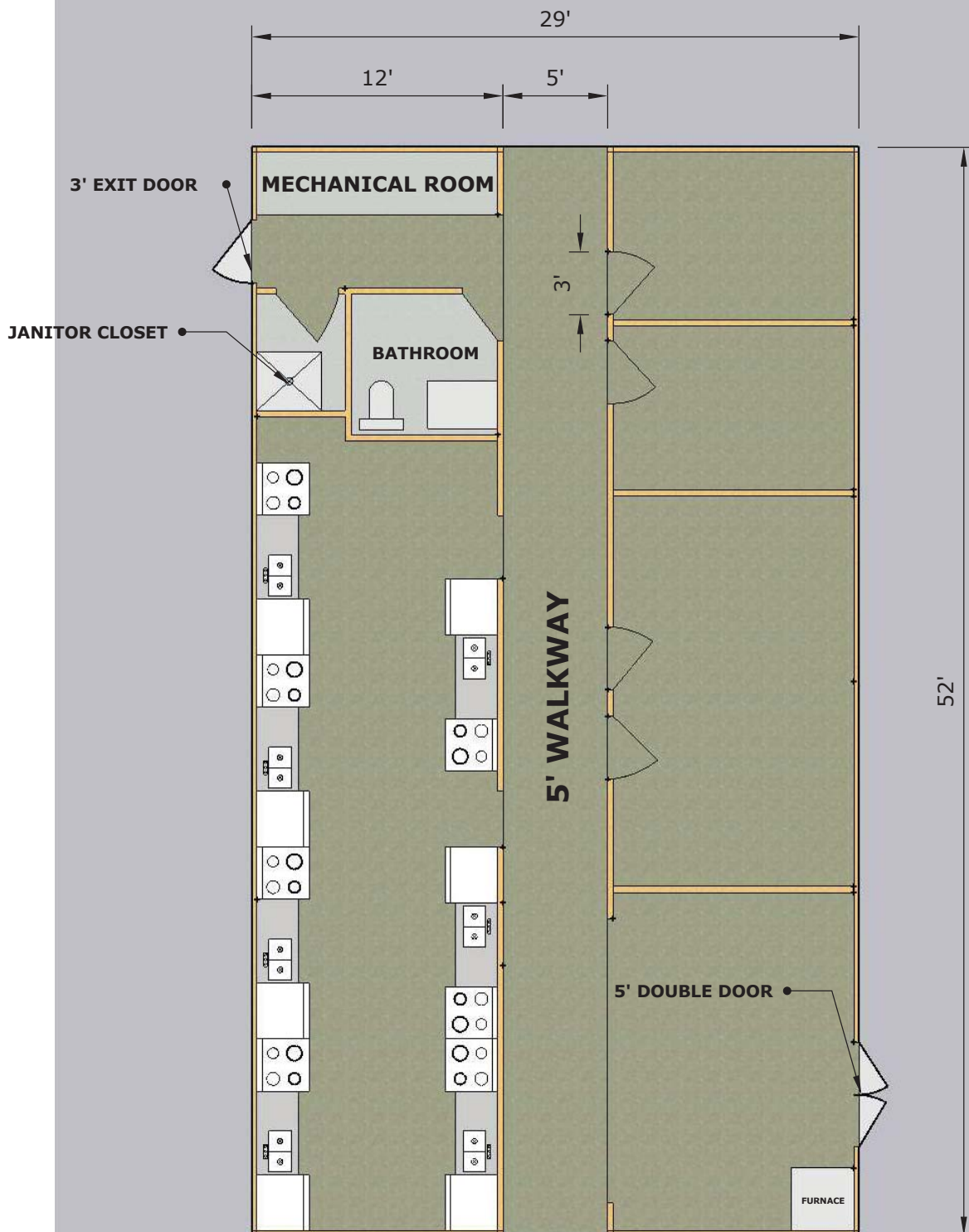


HAPPY GURM CAMP

Blocking/Tie down Layout



SCHEDULE		B
This forms part of application		
# A22-0002 / FH22-0003		
Planner Initials	TC	 City of Kelowna DEVELOPMENT PLANNING



SCHEDULE

B

This forms part of application
A22-0002 / FH22-0003

Planner
Initials

TC





SCHEDULE		C
This forms part of application		
# A22-0002 / FH22-0003		
Planner Initials	TC	
		City of Kelowna
		DEVELOPMENT PLANNING



SCHEDULE

C

This forms part of application

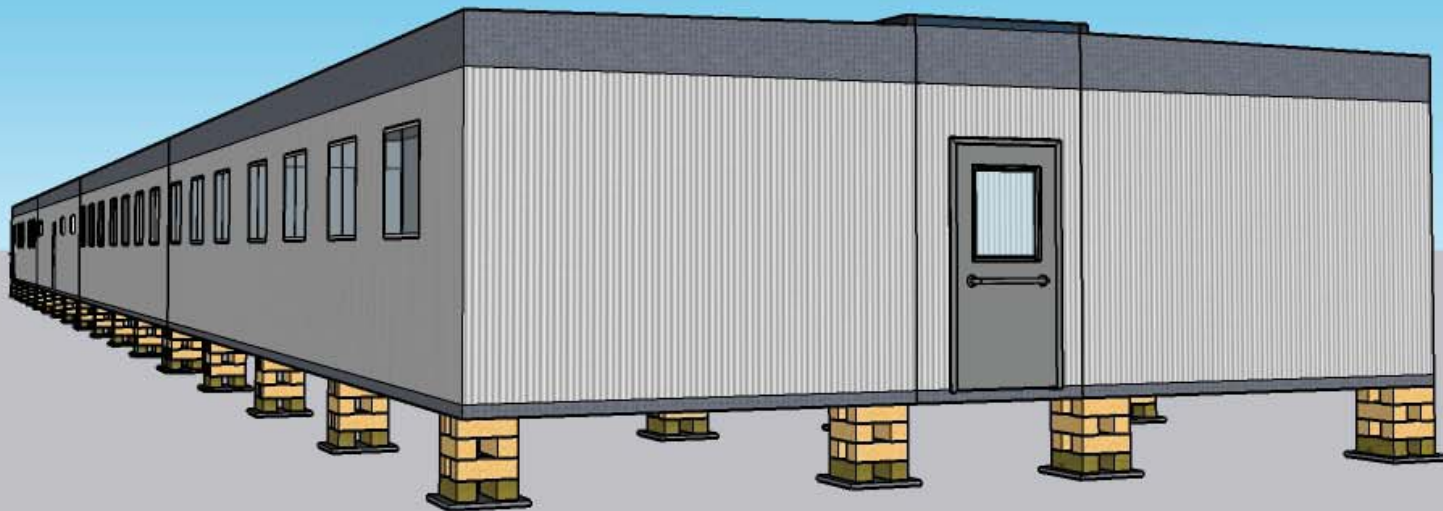
A22-0002 / FH22-0003

Planner
Initials

TC

City of
Kelowna

DEVELOPMENT PLANNING



SCHEDULE

C

This forms part of application

A22-0002 / FH22-0003

Planner
Initials

TC

City of
Kelowna
DEVELOPMENT PLANNING





SCHEDULE

C

This forms part of application

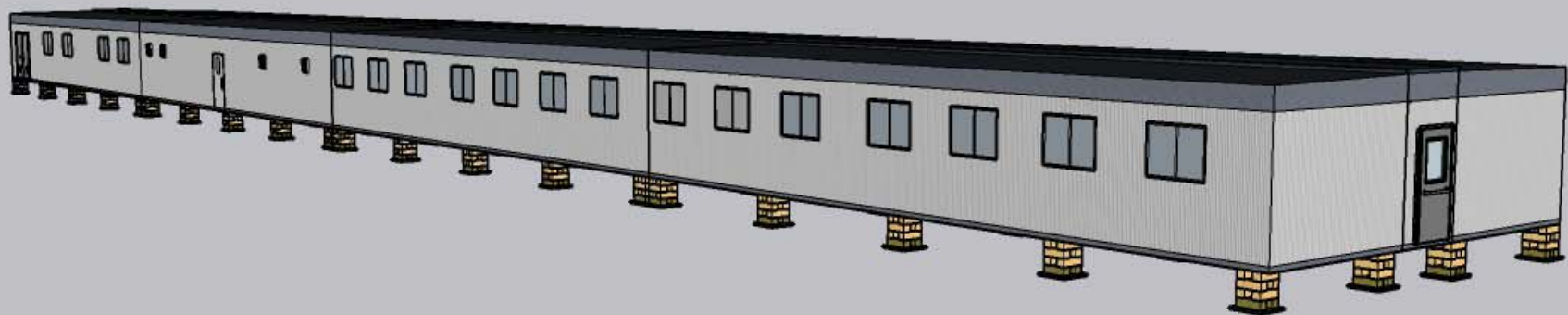
A22-0002 / FH22-0003

Planner
Initials

TC

City of
Kelowna
DEVELOPMENT PLANNING





SCHEDULE

C

This forms part of application

A22-0002 / FH22-0003

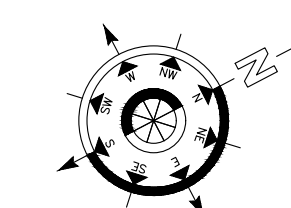
Planner
Initials

TC

City of
Kelowna

DEVELOPMENT PLANNING



PLAN EPP 99627

Property Report

2570 GALLAGHER ROAD
KELOWNA, B.C.
V1P-1H1

LOT 3
BLOCK
PLAN KAP2037

Zone: A1

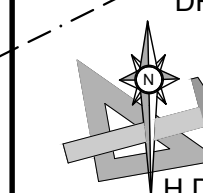
KID 107110
PID 011-264-748

Acre: 40.2
Water Provider BMID

DATE	NO.	BY	REVISION
------	-----	----	----------

Copyright Reserved.

This drawing is an instrument of service for the specified project. The drawing and design are the exclusive property of the designer and may not be used in whole or in part without written consent. Their name must appear on any reproduction of the whole or in part of this drawing. Please check and verify all critical details and dimensions prior to the start of construction, and contact the owner and designer if any clarification is required. Written dimensions take precedence over scaled dimensions. **DO NOT SCALE THESE DRAWINGS.**



**HOLDEN'S
DRAUGHTING & DESIGN**
832 SAUCIER AVENUE
KELOWNA, B.C.
V1Y 6A3

Phone: 250.868.0911
Fax: 250.868.0912
Email: r.holden@ec.gc.ca

Email: r.holden@...

PROJECT	
---------	--

PROJECT

PARMJIT GURM
2570 GALLAGHER ROAD
KELOWNA, B.C.

© 2006 Blackwell Publishing Ltd, *Journal of Internal Medicine* 260: 395–403

SITE PLAN & NOTATION

DRAWN	<div style="text-align: center;"> <h1>L1</h1> </div>
RAH	
CHECKED	
SCALE	
1/32"=1'-0"	
DATE	
17-May-22	Rev. 0

Project No. 342

33

PROPOSED COVENANT

SCHEDULE C

This forms part of application

A22-0002 / FH22-0003

Planner
Initials

TC

City of Kelowna
DEVELOPMENT PLANNING

ORCHARD

125' Ig STEEL CHAIN LINK FENCE

ORCHARD

PLAN EPP99627

Parking

PLAN 5157

Parking

3.00 m setback

6.00 m setback

GALLAGHER ROAD

MAIN ENTRANCE

SHADED CLOTH FENCE SECTION

**NOTE:
THIS SECTION OF FENCE TO HAVE
SHADE CLOTH INSTALLED
ROUGHLY 150 '**

PLAN 24270

SCHEDULE

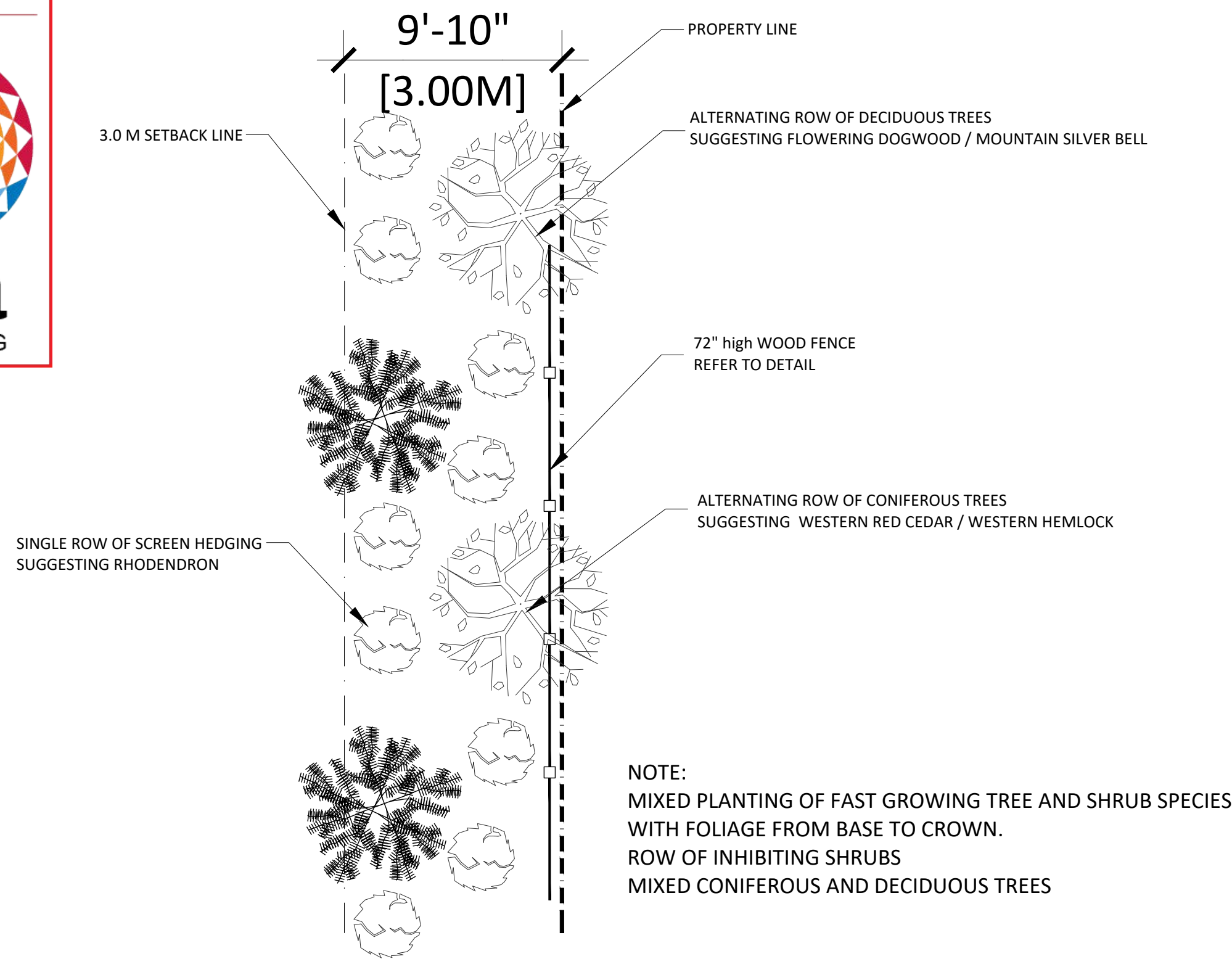
C

This forms part of application

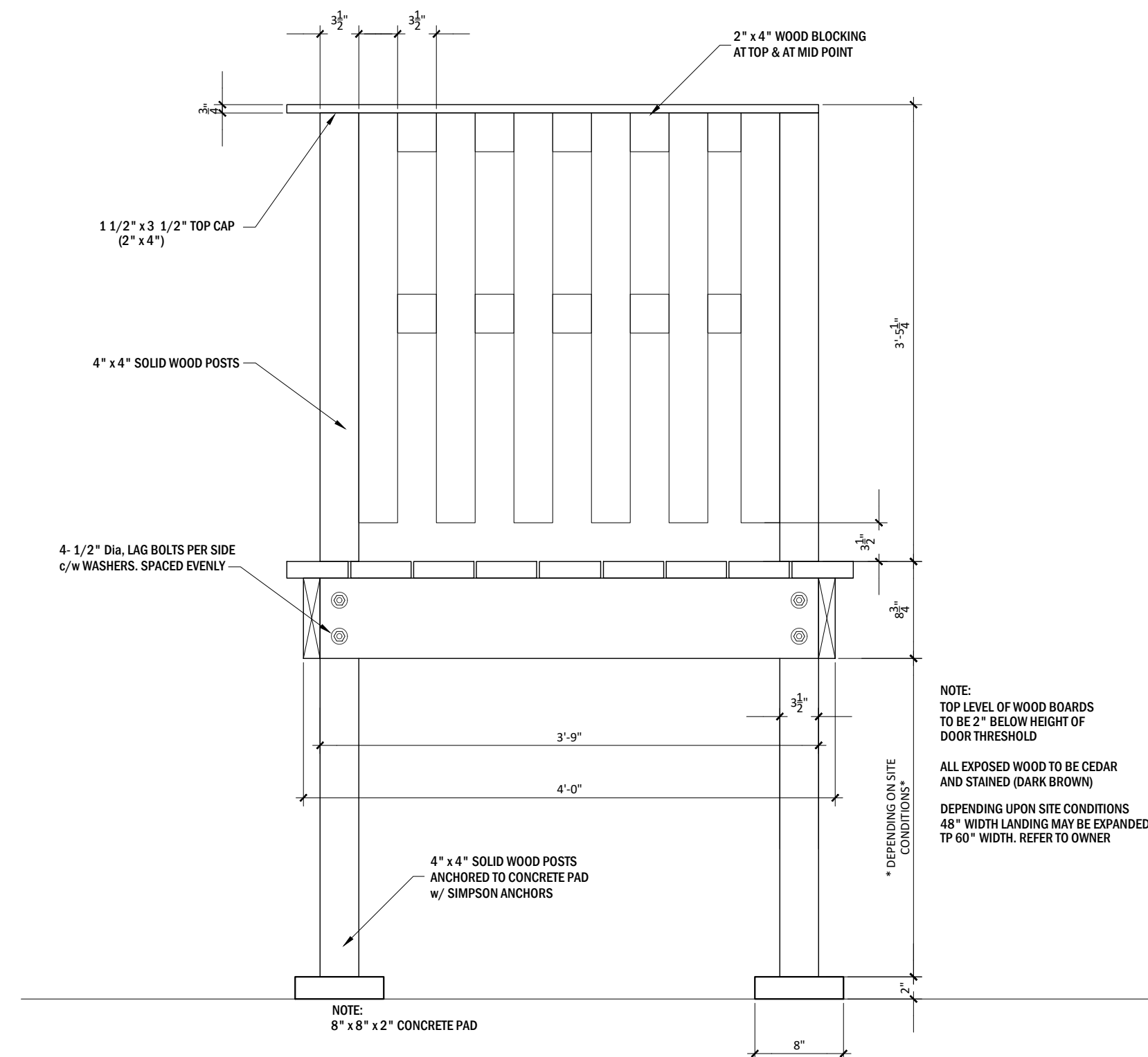
A22-0002 / FH22-0003

Planner
Initials

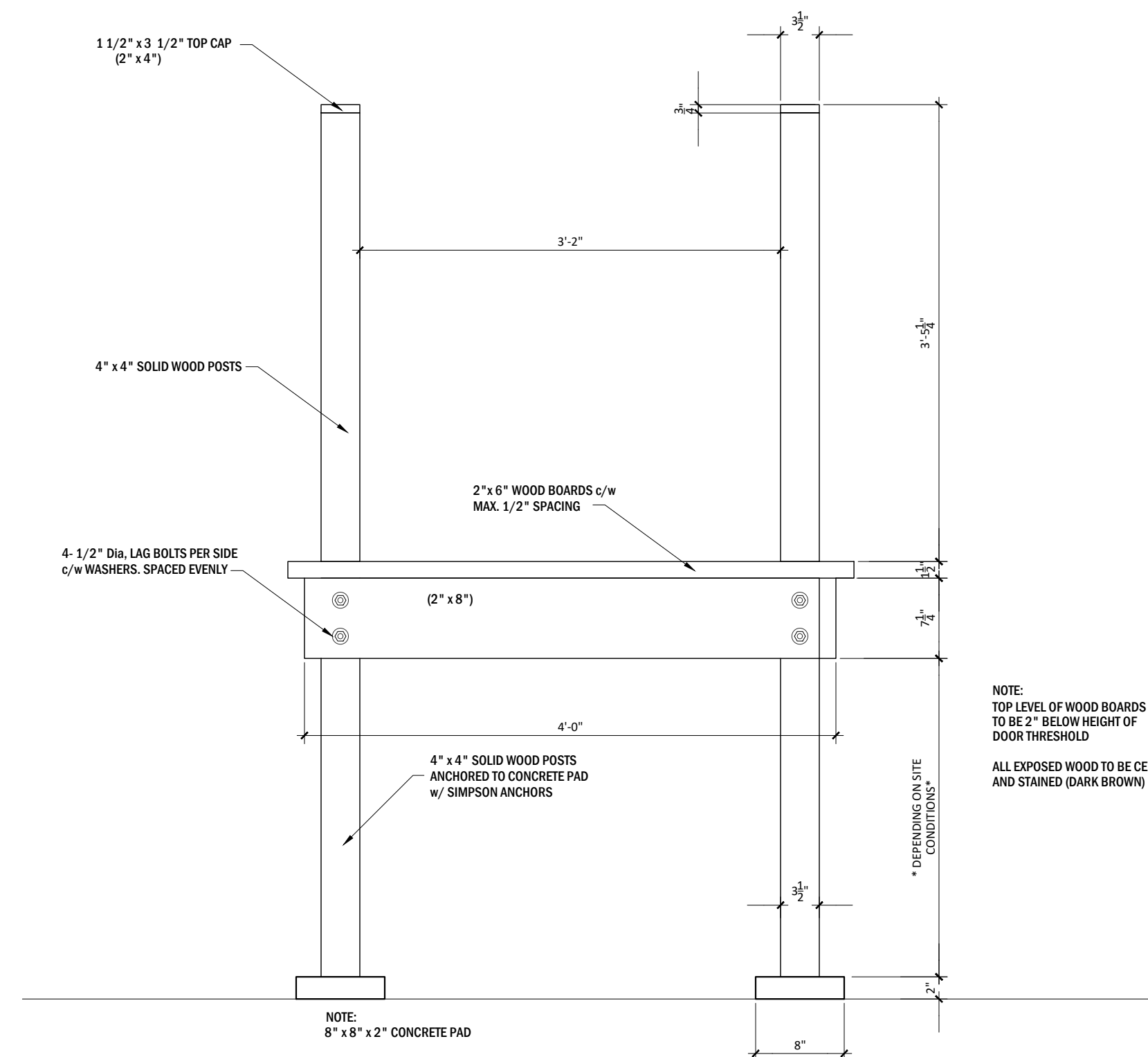
TC



1 TREE PLANTING LAYOUT
SCALE: 1/4" = 1'-0"



2 LANDING SIDE VIEW
SCALE: 1" = 1'-0"



3 LANDING FRONT VIEW
SCALE: 1" = 1'-0"

D.1: Solid Wood Fence
All posts and rails shall be rough sawn of "No. 1 Structural" grade, pressure treated with a wood preservative non-toxic to surrounding plant material, in accordance with CSA Standard 080.2 and compatible with staining requirements below. Stain to match fence boards.

All fence boards and planks shall be rough sawn of "Quality Fencing" grade, finished with penetrating stain with preservative, conforming to CGSB Standards 1-GP145M and 204M, applied to all surfaces prior to installation and on any cuts thereafter.

Line posts shall be minimum 8.0 ft. in length and at least (standard) 4"x 4".

Corner posts shall be minimum 8.0 ft. in length and at least (standard) 6"x 6".

Fence rails (min. 3) shall be maximum 7.5 ft. in length and at least (standard) 2"x 4".

Cap rails shall be at least (standard) 2"x 6". Cant to drain.

The finished height of opaque fencing shall be at least 6.0 ft.

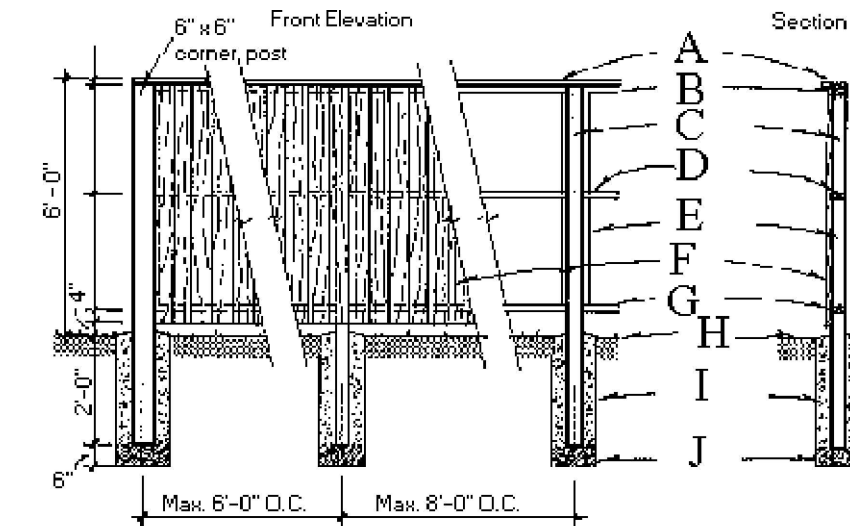
All nails used in fence construction shall meet the following specifications:

- Minimum gauge of nails used - #9, common in post/rail connections
- Minimum gauge of nails used - #11.5, common in rail/fence board connections
- Galvanized - CSA G164

Line posts shall be placed no more than 8.0 ft. o.c. and be firmly anchored in the soil to a depth of not less than 2.0 ft.

The fence shall be constructed in accordance with these specifications and details. which forms part of these specification.

- A - 2" x 6" cap rail
- B - 2" x 4" top rail
- C - 4" x 4" post
- D - 2" x 4" middle rail
- E - 2" x 4" side support
- F - 1" x 6" fence boards
- G - 2" x 4" bottom rail
- H - finished grade
- I - compacted fill
- J - drain rock



DATE	NO.	BY	REVISION
Copyright Reserved. This drawing is an instrument of service for the specified project. The drawing and design are the exclusive property of the designer and may not be used in whole or in part without written consent. Their name must appear on any reproduction of the whole or in part of this drawing. Please check and verify all critical details and dimensions prior to the start of construction, and contact the owner and designer if any clarification is required. Written dimensions take precedence over scaled dimensions. DO NOT SCALE THESE DRAWINGS.			
PROJECT PARMIJIT GURM 2570 GALLAGHER ROAD KELOWNA, B.C.			
SHEET TITLE LANDSCAPE DETAILS			
DRAWN RAH		SHEET NO. L 2	
CHECKED		Rev. 0	
SCALE AS NOTED			
DATE 17-May-22			



City of
Kelowna

A22-0002 / FH22-0003 2570 Gallagher Road

ALR Application for Non-Adhering Residential Use Permit &
Temporary Farm Work Housing Applications

Proposal

- ▶ To consider an application to the Agricultural Land Commission for a Non-Adhering Residential Use Permit application to allow Temporary Farm Worker Housing to accommodate 35 seasonal workers on the subject property.

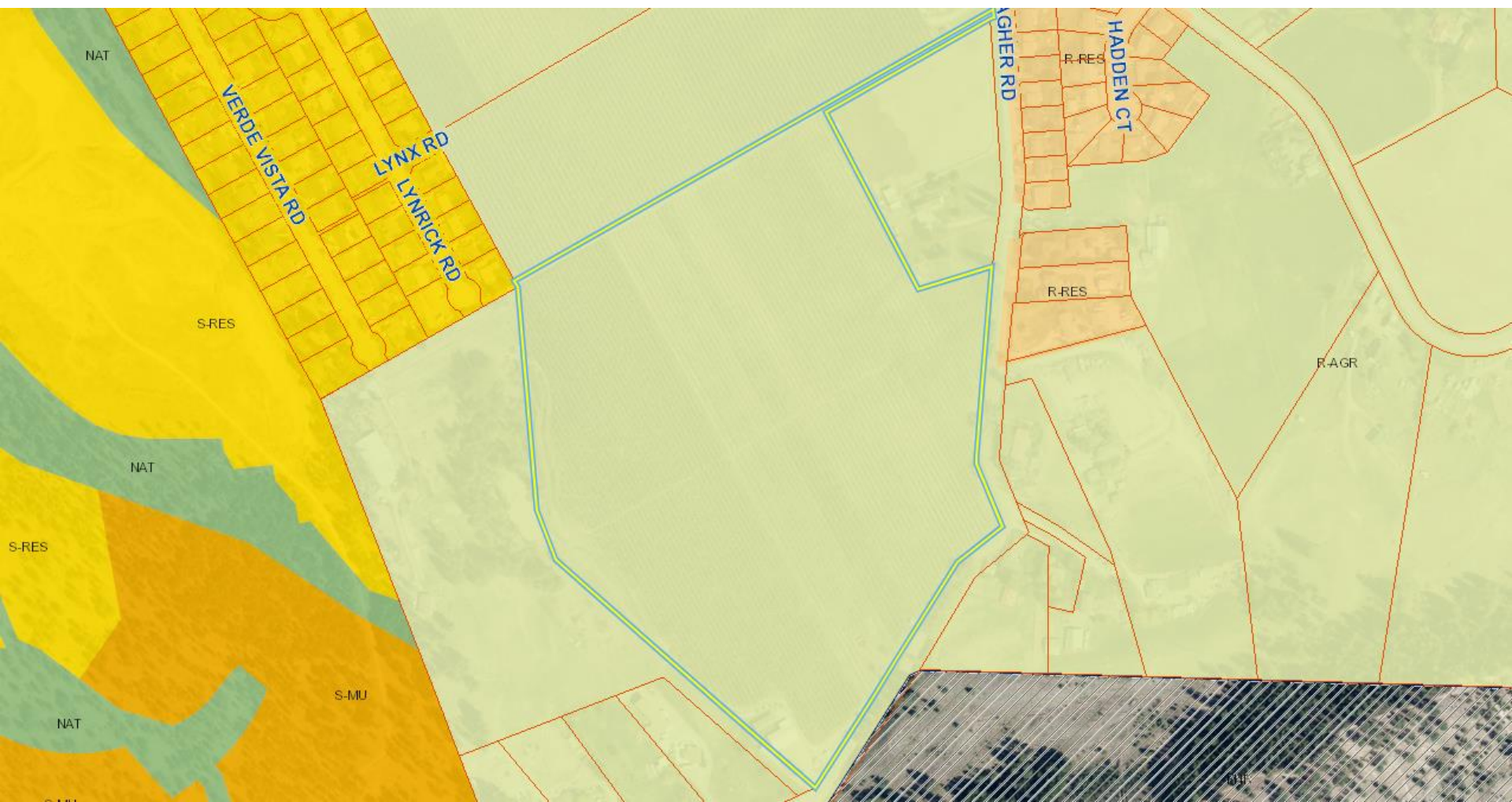
Development Process



Context Map



OCP Future Land Use / Zoning



Agricultural Land Reserve



Project Details

- ▶ The applicant is seeking approvals to allow for 35 seasonal workers on the property.
- ▶ They will be housed in one-single wide mobile home.
- ▶ The mobile home will be 8.84m x 67.07m (592.7m²).
 - ▶ Footprint is anticipated to be 0.2ha (2,000m²) in area.
- ▶ Applicant does not own any other properties in Kelowna.

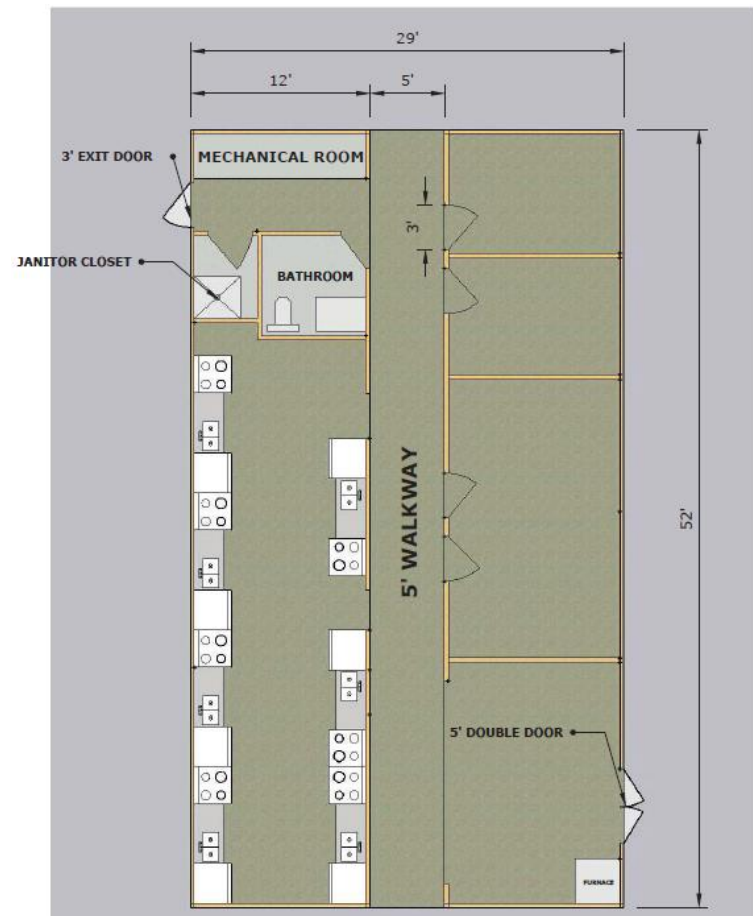
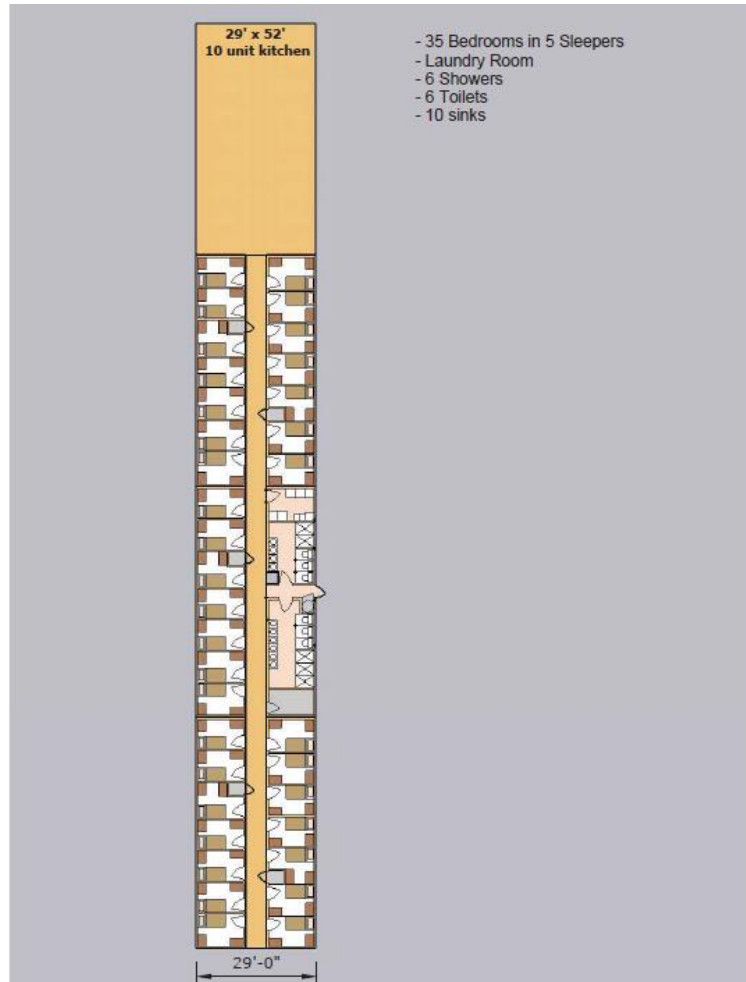
Site Plan



Site Plan



Floor Plan





Site Photos



Site Photos



AAC Recommendation

- ▶ Application went to the Agricultural Advisory Committee on April 14th, 2022
 - ▶ AAC Recommended that Council support the application.

Public Notification Policy #367

- ▶ The applicant completed the required Neighbourhood Consultation on March 18th, 2022 to all homes and tenants within a 300m radius of the subject property.

Staff Recommendation

- ▶ Staff recommend **support** of the proposed Non-Adhering Residential Use & Temporary Farm Worker Housing applications.
 - ▶ Meets intent of Zoning Bylaw, OCP and Agricultural Plan;
 - ▶ Applicant is seeking proper approvals and permits for the TFWH housing.
- ▶ Recommend the application be forwarded to ALC for consideration.



Conclusion of Staff Remarks

REPORT TO COUNCIL



Date: June 13, 2022

To: Council

From: City Manager

Department: Development Planning

Application: DP21-0128

Owner: Mission Creek Landing Ltd.
Inc.No.BC1108111

Address: 3081 Hall Road

Applicant: MQM Architects

Subject: Development Permit

Existing OCP Designation: EDINST – Educational / Institutional

Existing Zone: P2 – Education and Minor Institutional

1.0 Recommendation

THAT Council authorize the issuance of Development Permit No. DP21-0128 for a portion of Lot 1, Section 16, Township 26, ODYD Plan 27991 located at 3081 Hall Road, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land, be in accordance with Schedule "B";
3. Landscaping to be provided on the land be in accordance with Schedule "C";
4. The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect;

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit Application in order for the permits to be issued;

AND THAT issuance of the Development Permit be considered subsequent to the Natural Environment Protection Development Permit by the Development Planning Department Manager;

AND FURTHER THAT this Development Permit are valid for two (2) years from the date of Council approval, with no opportunity to extend.

2.0 Purpose

To consider a Development Permit for the form and character of the redevelopment and expansion of an existing long term care facility.

3.0 Development Planning

Development Planning Staff are recommending support for the proposed Development Permit to facilitate the redevelopment of an existing long term care facility. The proposed development is considered to substantially meet the Form and Character Guidelines of the 2040 Official Community Plan (OCP) and the overall land use objectives of institutional development in the City.

The proposal is to expand on the existing long term care facility which will provide significant and needed resident care options for the community. The redevelopment will help ensure the facility meets the Community Care and Assisted Living Act in partnership with the Interior Health Authority as well as provide environmental benefits by removing the facility from onsite septic disposal.

4.0 Proposal

4.1 Background

The existing building, formally known as Sutherland Hills, now Mission Creek Landing is a one storey building that accommodates 102 long-term care residents. The facility has been part of the East Kelowna neighborhood for over 45 years and due to the age of the building no longer meets the provincial requirements for long term care.

4.2 Project Description

The proposed development is to expand the existing facility from 102 residents to a total of 242. This would be done through a three phased construction period to allow for exiting residents to remain in care during construction. The new building will have similar footprint on site however will be three storeys in height and reoriented to the south of the property. Expanded parking will be allocated to the north portion of the site. In general, the building is designed in a corridor style surrounding three large courtyards. The courtyards provide residents with multiple outside amenity spaces connected by walking paths. The primary access from Hall Road leads to a large round about for the main drop off and pick up point.

The building is craftsman style architecture including pitched roofs with some modern elements. The materials are a mix of fiber cement panels, wood coloured aluminium siding and white vinyl windows. The colour pallet is mixed to add diversity and break up the building elevations and includes greys, blues, and wood.

Future land use and development in the Hall Road Area

The Hall Road area is currently outside of the City's Permanent Growth Boundary and is generally designated R-AGR – Rural Agriculture or R-Res – Rural Residential. The OCP has the Hall Road neighbourhood designated as a Long Term (5-10 years) priority for the development of a neighbourhood plan. The expansion of the institutional use and extension of utility services is not intended to signal the neighbourhood for further redevelopment until this process has been completed.

Water and Sewer Utility

The existing facility is currently serviced by onsite sewage disposal and is connected to City water service. However, as part of the development process it is required to be connected to City sewer and for the water service to be upgraded via a second connection to meet fire flow pressures required for institutional development.

A sewer main will need to be extended from KLO Road down Hall Road and Wildwood Road to the subject property. A water main extension would be required from Dunster Road to O'Reilly Road and Johnson Road. The full costs of installation and connection are the responsibility of the owner/developer. Local residents directly adjacent to the main extension would be able to connect to the City sewer service, at their discretion, for a standard connection fee.

Removing the existing facility from onsite sewage disposal and connecting City sewer has an overall environmental benefit which is an objective of the 2040 OCP.

Environmental Considerations

The development does require a Natural Environment Development Permit to address localized wetlands and wildfire hazard on the subject property. The wetlands are being protected and the building setback as per OCP guidelines. The Wildfire Hazard Assessment has provided a low hazard rating for the property in addition to providing appropriate mitigation measures.

4.3 Site Context

The subject property is 6.3 acres in size and located in the Hall Road area in between Mission Creek and South East Kelowna. The surrounding neighborhood is primarily rural residential and single family residential. Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	A1 – Agriculture 1	Single Family Residential
East	A1 – Agriculture 1	Rural Residential / Agriculture
South	P2 – Education and Minor Institutional	Vacant
West	P3 – Parks and Open Space	Mission Creek Park

Subject Property Map: 3081 Hall Road



4.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	P2 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Min. Lot Area	660 m ²	25,495 m ²
Min. Lot Width	18 M	> 18 m
Min. Lot Depth	30 m	>30 m
Development Regulations		
Max. Floor Area Ratio	1.0	0.23
Max. Site Coverage (buildings, parking, driveways)	60 %	36.9 %
Max. Height	13.5 m or 3 Storeys	13.5 m or 3 Storeys
Min. Front Yard	6.0 m	6.0 m
Min. Side Yard (east)	4.5 m	>4.5 m
Min. Side Yard (west)	4.5 m	4.6 m
Min. Rear Yard	7.5 m	8.0 m
Other Regulations		
Min. Parking Requirements	Regular: 81 Accessible: 3 Van Accessible: 1	Regular: 81 Accessible: 4 Van Accessible: 1
Min. Bicycle Parking	Short Term: 12 Long Term: 18	Short Term: 12 Long Term: 18
Min. Loading Space	3	3

5.0 **Current Development Policies**5.1 Kelowna Official Community Plan (OCP)

Objective 8.4 Stop urban sprawl in Rural Lands	
Policy 8.4.4 Consideration of Serviced Areas	Complete a comprehensive neighbourhood planning process before considering additional development potential in residential neighbourhoods in Rural Lands that are being considered for urban utility servicing due to public health issues or for the protection of natural assets (e.g. Hall Road).
	<i>The proposal is a redevelopment of an existing long term care facility. The expansion of the institutional use and extension of utility services is not intended to signal the neighbourhood for further redevelopment until a comprehensive planning process has been completed.</i>

6.0 **Application Chronology**

Date of Application Accepted: June 4, 2021

Report prepared by: Wesley Miles, Planner Specialist
Reviewed by: Dean Strachan, Community Planning & Development Manager
Reviewed by: Terry Barton, Development Planning Department Manager
Approved for Inclusion: Ryan Smith, Divisional Director, Planning & Development Services

Attachments:

Attachment A: Draft Development Permit DP21-0128

Attachment B: Form and Character – Development Permit Guidelines

Schedule A: Site Plan

Schedule B: Elevations

Schedule C: Landscape Plan

Attachment C: Applicant Design Rationale and Renderings

Development Permit DP21-0128



This permit relates to land in the City of Kelowna municipally known as

3081 Hall Road

and legally known as

Lot 1, Section 16, Township 26, ODYD Plan 27991

and permits the land to be used for the following development:

Long Term Care Facility

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

Date of Council Decision

Decision By: COUNCIL

Issued Date:

Development Permit Area: Comprehensive Development Permit Area

This permit will not be valid if development has not commenced by June, 2022.

Existing Zone: P2 – Education and Minor Institutional

Future Land Use Designation: EDINST – Educational / Institutional

This is NOT a Building Permit.

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

NOTICE

This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner: Mission Creek Landing Ltd.

Applicant: MQN Architects

Terry Barton
Development Planning Department Manager

Date

1. SCOPE OF APPROVAL

This Development Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.

This Development Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this permit, noted in the Terms and Conditions below.

The issuance of a permit limits the permit holder to be in strict compliance with regulations of the Zoning Bylaw and all other Bylaws unless specific variances have been authorized by the Development Permit. No implied variances from bylaw provisions shall be granted by virtue of drawing notations that are inconsistent with bylaw provisions and that may not have been identified as required Variances by the applicant or Municipal staff.

2. CONDITIONS OF APPROVAL

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- c) Landscaping to be provided on the land be in accordance with Schedule "C"; and
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect.

This Development Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

3. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property own of the day. Should the Developer carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Developer or his or her designate. There is filed accordingly:

- a) An Irrevocable Letter of Credit in the amount of **\$ 589,740.31**

Before any bond or security required under this Permit is reduced or released, the Developer will provide the City with a statutory declaration certifying that all labour, material, workers' compensation and other taxes and costs have been paid.

5. INDEMNIFICATION

Upon commencement of the works authorized by this Permit the Developer covenants and agrees to save harmless and effectually indemnify the Municipality against:

- a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality said Permit.

All costs, expenses, claims that may be incurred by the Municipality where the construction, engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

**The PERMIT HOLDER is the CURRENT LAND OWNER.
Security shall ONLY be returned to the signatory of the
Landscape Agreement or their designates.**

PROJECT STATISTICS

ADDRESS
3081 HALL ROAD, KELOWNA BC, V1H 2R5
LOT 1, SECTION 16, SECTION 26, ODD DISTRICT PLAN 27991
ZONING
P2 - PUBLIC AND MINOR INSTITUTIONAL
PROPOSED USE: LONG TERM CARE HOME
ALLOWABLE USE: SUPPORTIVE HOUSING, HEALTH SERVICES (MINOR)

ITEM	REQUIRED	PROVIDED
HEIGHT	3.0 STOREYS / 13.5 m (MAX)	3.0 STOREYS/ 13.5 m
1. BUILDING SETBACKS		
FRONT YARD (WEST)	6.0 m	6.0 m
SIDE YARD (SOUTH)	4.5 m	4.6 m
SIDE YARD (NORTH)	4.5 m	>4.5 m
REAR YARD (EAST)	7.5 m	8.0 m
2. LANDSCAPE SETBACKS		
FRONT YARD (WEST)	3.0 m	3.0 m
SIDE YARD (SOUTH)	3.0 m	N/A
SIDE YARD (NORTH)	3.0 m	3.0 m
REAR YARD (EAST)	3.0 m	N/A
3. FLOOR AREA RATIO		
NET FLOOR AREA	-	6055 m²
LOT AREA	-	25495.2 m²

ITEM	REQUIRED	PROVIDED
FLOOR AREA RATIO	1.0	0.23
4. BUILDING SITE COVERAGE		
TOTAL BUILDING COVERAGE	-	5510.10 m²
LOT AREA	-	25495.2 m²
BUILDING SITE COVERAGE	40.0% (MAX)	21.6%
5. SITE COVERAGE OF BUILDINGS, DRIVEWAYS AND PARKING		
TOTAL BUILDING COVERAGE	-	5510.10 m²
TOTAL DRIVEWAY AND PARKING COVERAGE	-	3888.4 m²
TOTAL	-	9398.5 m²
SITE COVERAGE OF BUILDINGS, DRIVEWAYS AND PARKING (%)	60.0%	36.9%
6. PARKING - GROUP HOME RESIDENTS (1.0 PER 3 BEDS, PLUS 1.0)	81	81
ACCESSIBLE PARKING	3 SPACES (INCLUDED IN TOTAL)	4
VAN ACCESSIBLE PARKING	1 SPACE	1
TOTAL PARKING	82	86
SMALL CAR PARKING	50.0% (MAX)	-
7. LOADING		
7. LOADING (12800 m²)	3	3
8. BICYCLE PARKING		
LONG TERM (1.0 PER 20 BEDS, PLUS 1.0 PER 10 EMPLOYEES)	18	18
SHORT TERM (6.0 PER ENTRY; 2 ENTRIES)	12	12

SCHEDULE A

This forms part of application

DP21-0128

Planner Initials WM



LEGEND
382.4 P (P INDICATES PROPOSED)
383.6 E (E INDICATES EXISTING)

CONSTRUCTION NOTES

- 1 PROPOSED TRANSFORMER
- 2 PROPOSED LIFT STATION
- 3 PROPOSED EMERGENCY GENERATOR
- 4 BUILDING/WAYFINDING SIGNAGE
- 5 GARBAGE ENCLOSURE (REFER TO D404)
- 6 PEDESTRIAN ACCESS CROSSWALK
- 7 CONCRETE PATHWAY
- 8 SHORT TERM BIKE STORAGE
- 9 PASTURE POST & BARBED WIRE FENCE (REFER TO D404)
- 10 EXISTING FENCE TO REMAIN
- 11 LINE OF EXISTING BUILDING TO BE REMOVED
- 12 1.2m CRUSHED STONE PATHWAY C/W 0.6M SHOULDERS WITHIN 15m RMA SETBACK
- 13 EXISTING FENCE TO BE REMOVED ALONG HALL ROAD
- 14 EXISTING FIRE HYDRANT
- 15 EXISTING UTILITY POLE
- 16 PROPOSED NEW FIRE HYDRANT LOCATION
- 17 PROPOSED FIRE DEPARTMENT CONNECTION
- 18 LINE OF EAVES ABOVE
- 19 EXISTING DRIVEWAY ACCESS TO REMAIN
- 20 PROPOSED NEW DRIVEWAY ACCESS
- 21 PROPOSED GRAVEL ACCESS ROAD

SITE PLAN

Kaigo - Mission Creek Landing Redevelopment
3081 Hall Road, Kelowna BC V1H 2R5



DRAWING: D100

ISSUED FOR DEVELOPMENT PERMIT
ON 2021/05/14

PROJECT: 18308
SCALE: 1:300

DATE: 5/10/2021 11:53:01 AM FILE: C:\Users\mason\Documents\3383 Mission Creek Landing 2021\DWG\100\Architectural\100\Architectural.rvt
DRAWN BY: Author CHECKED BY: Cheddar

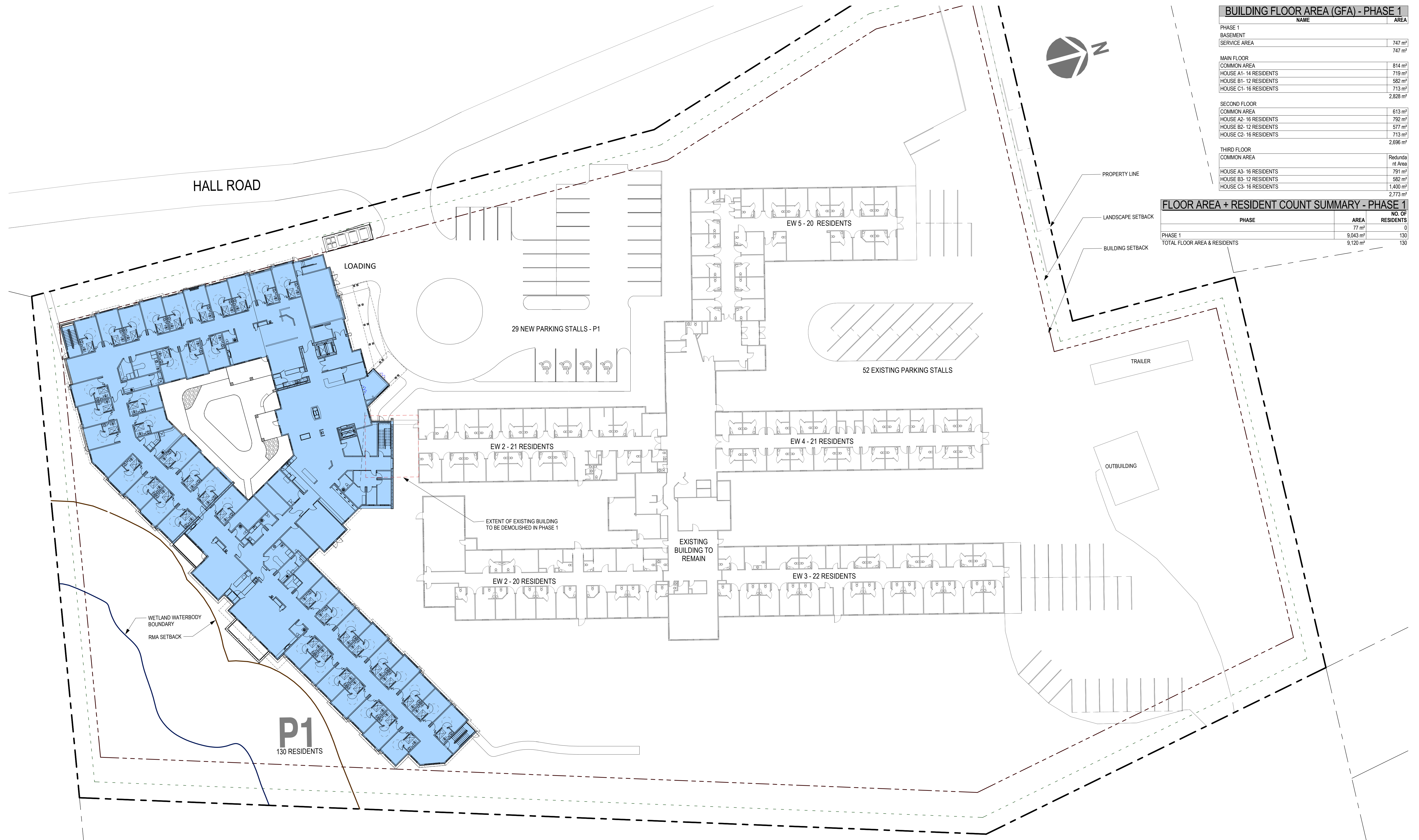
SITE PLAN - PHASE 1

Kaigo - Mission Creek Landing Redevelopment
3081 Hall Road, Kelowna BC V1H 2R5

ISSUED FOR DEVELOPMENT PERMIT
ON 2021/05/14

DRAWING: **D101**

PROJECT: 18308
SCALE: 1 : 300



BUILDING FLOOR AREA (GFA) - PHASE 1

NAME	AREA
PHASE 1	
BASEMENT	
SERVICE AREA	747 m ²
MAIN FLOOR	
COMMON AREA	814 m ²
HOUSE A1- 14 RESIDENTS	719 m ²
HOUSE B1- 12 RESIDENTS	582 m ²
HOUSE C1- 16 RESIDENTS	713 m ²
	2,828 m ²
SECOND FLOOR	
COMMON AREA	613 m ²
HOUSE A2- 16 RESIDENTS	792 m ²
HOUSE B2- 12 RESIDENTS	577 m ²
HOUSE C2- 16 RESIDENTS	713 m ²
	2,696 m ²
THIRD FLOOR	
COMMON AREA	Redundant Area
HOUSE A3- 16 RESIDENTS	791 m ²
HOUSE B3- 12 RESIDENTS	582 m ²
HOUSE C3- 16 RESIDENTS	1,400 m ²
	2,773 m ²

FLOOR AREA + RESIDENT COUNT SUMMARY - PHASE 1

PHASE	AREA	NO. OF RESIDENTS
PHASE 1	77 m ²	0
TOTAL FLOOR AREA & RESIDENTS	9,043 m ²	130

DATE: 5/10/2021 11:19:12 AM
FILE: C:\Users\mason\Documents\3081 Mission Creek Landing 2021\PHASE 2\PHASE 2\PHASE 2.mxd
DRAWN BY: Author
CHECKED BY: Checker

SITE PLAN - PHASE 2

Kaigo - Mission Creek Landing Redevelopment
3081 Hall Road, Kelowna BC V1H 2R5

DRAWING: **D102**

ISSUED FOR DEVELOPMENT PERMIT
ON 2021/05/14

PROJECT: 18308
SCALE: 1 : 300



BUILDING FLOOR AREA (GFA) - PHASE 1

NAME	AREA
PHASE 1	
BASEMENT	
SERVICE AREA	747 m ²
MAIN FLOOR	
COMMON AREA	814 m ²
HOUSE A1- 14 RESIDENTS	719 m ²
HOUSE B1- 12 RESIDENTS	582 m ²
HOUSE C1- 16 RESIDENTS	713 m ²
	2,828 m ²

SECOND FLOOR	
COMMON AREA	613 m ²
HOUSE A2- 16 RESIDENTS	792 m ²
HOUSE B2- 12 RESIDENTS	577 m ²
HOUSE C2- 16 RESIDENTS	713 m ²
	2,696 m ²

THIRD FLOOR	
COMMON AREA	Redundant Area
HOUSE A3- 16 RESIDENTS	791 m ²
HOUSE B3- 12 RESIDENTS	582 m ²
HOUSE C3- 16 RESIDENTS	1,400 m ²
	2,773 m ²

BUILDING FLOOR AREA (GFA) - PHASE 2

NAME	AREA
PHASE 2	
MAIN FLOOR	
COMMON AREA	0 m ²
HOUSE E1- 16 RESIDENTS	1,312 m ²
	1,312 m ²
SECOND FLOOR	
COMMON AREA	118 m ²
HOUSE D2- 8 RESIDENTS	376 m ²
HOUSE E2- 16 RESIDENTS	802 m ²
	1,296 m ²

THIRD FLOOR	
COMMON AREA	113 m ²
HOUSE D3- 8 RESIDENTS	374 m ²
HOUSE E3- 16 RESIDENTS	802 m ²
	1,289 m ²
PHASE 2 - TOTAL	3,898 m ²

FLOOR AREA + RESIDENT COUNT SUMMARY - PHASE 2

PHASE	AREA	NO. OF RESIDENTS
	77 m ²	0
PHASE 1	9,043 m ²	130
PHASE 2	3,898 m ²	64
TOTAL FLOOR AREA & RESIDENTS	13,017 m ²	194



BUILDING FLOOR AREA (GFA) - PHASE 1

NAME	AREA
PHASE 1	
BASEMENT	
SERVICE AREA	747 m ²
MAIN FLOOR	
COMMON AREA	814 m ²
HOUSE A1- 14 RESIDENTS	719 m ²
HOUSE B1- 12 RESIDENTS	582 m ²
HOUSE C1- 16 RESIDENTS	713 m ²
	2,828 m ²

SECOND FLOOR	
COMMON AREA	613 m ²
HOUSE A2- 16 RESIDENTS	792 m ²
HOUSE B2- 12 RESIDENTS	577 m ²
HOUSE C2- 16 RESIDENTS	713 m ²
	2,696 m ²

THIRD FLOOR	
COMMON AREA	Redundant Area
HOUSE A3- 16 RESIDENTS	791 m ²
HOUSE B3- 12 RESIDENTS	582 m ²
HOUSE C3- 16 RESIDENTS	1,400 m ²
	2,773 m ²

BUILDING FLOOR AREA (GFA) - PHASE 2

NAME	AREA
PHASE 2	
MAIN FLOOR	
COMMON AREA	0 m ²
HOUSE E1- 16 RESIDENTS	1,312 m ²
	1,312 m ²

SECOND FLOOR	
COMMON AREA	118 m ²
HOUSE D2- 8 RESIDENTS	376 m ²
HOUSE E2- 16 RESIDENTS	802 m ²
	1,296 m ²

THIRD FLOOR	
COMMON AREA	113 m ²
HOUSE D3- 8 RESIDENTS	374 m ²
HOUSE E3- 16 RESIDENTS	802 m ²
	1,289 m ²

BUILDING FLOOR AREA (GFA) - PHASE 3

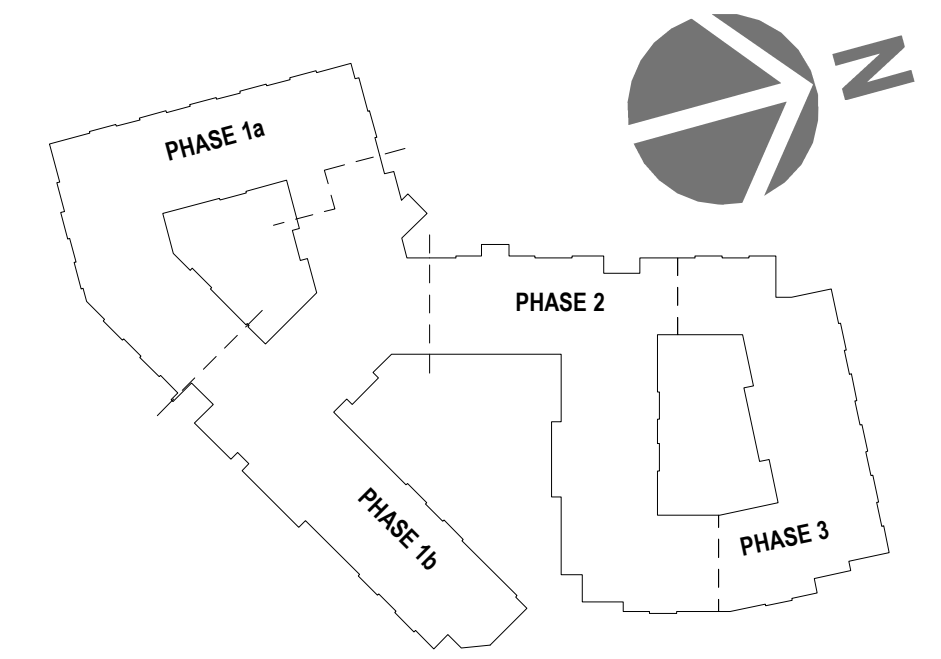
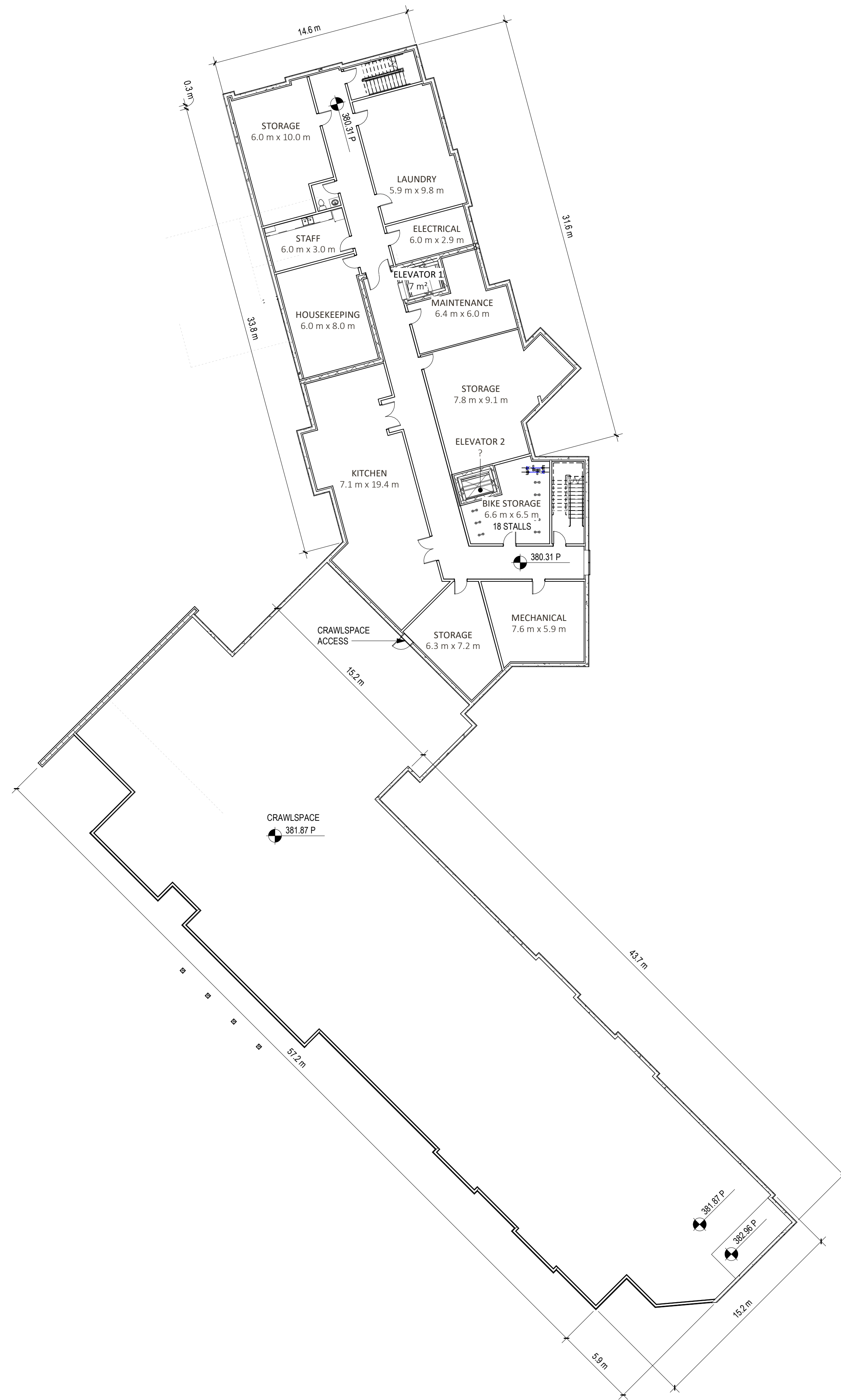
NAME	AREA
PHASE 3	
MAIN FLOOR	
COMMON AREA	236 m ²
HOUSE F1- 16 RESIDENTS	842 m ²
	1,078 m ²

SECOND FLOOR	
COMMON AREA	236 m ²
HOUSE F2- 16 RESIDENTS	842 m ²
	1,078 m ²

THIRD FLOOR	
COMMON AREA	235 m ²
HOUSE F3- 16 RESIDENTS	841 m ²
	1,076 m ²

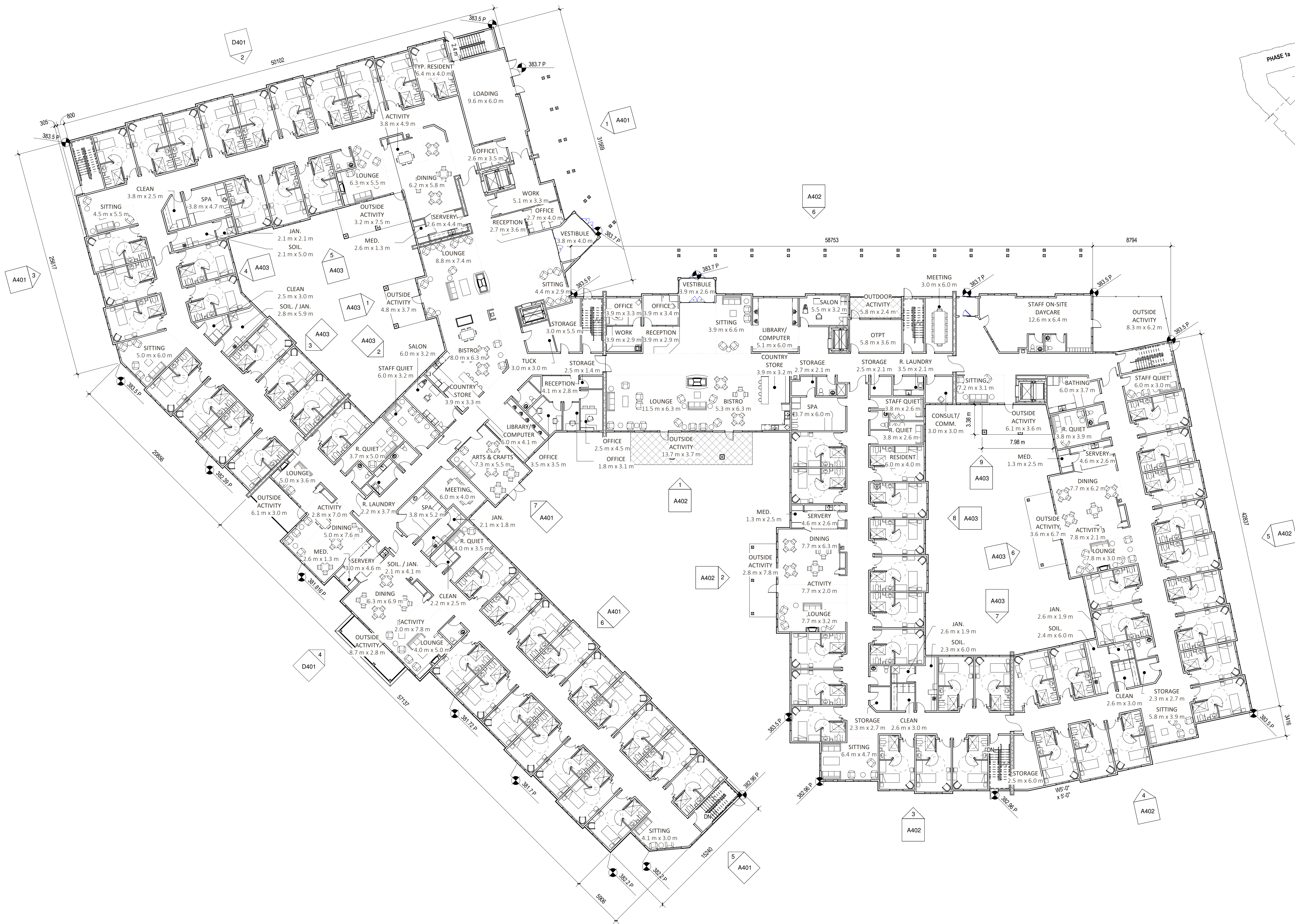
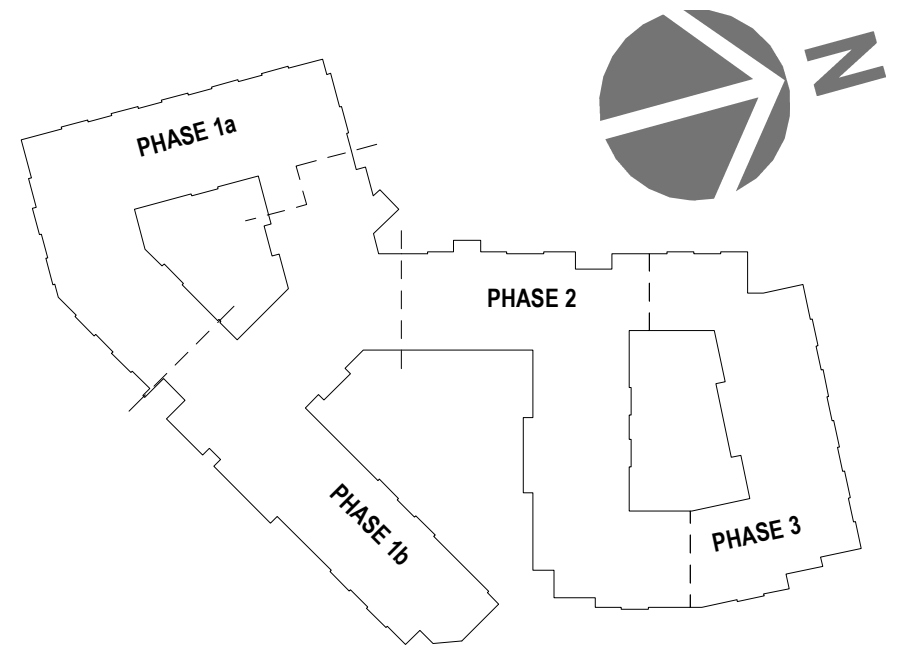
FLOOR AREA + RESIDENT COUNT SUMMARY - COMPLETE

PHASE	AREA	NO. OF RESIDENTS
PHASE 1	77 m ²	0
PHASE 2	9,043 m ²	130
PHASE 3	3,898 m ²	64
PHASE 3	3,232 m ²	48
TOTAL FLOOR AREA & RESIDENTS	16,250 m ²	242



BASEMENT / CRAWLSPACE PLAN

Kaigo - Mission Creek Landing Redevelopment
3081 Hall Road, Kelowna BC V1H 2R5



MAIN FLOOR PLAN

Kaigo - Mission Creek Landing Redevelopment
3081 Hall Road, Kelowna BC V1H 2R5

DRAWING: D201

ISSUED FOR DEVELOPMENT PERMIT
ON 2021/05/14

PROJECT: 18308
SCALE: 1:200



DATE: 2021-05-11 15:46 PM
FILE: C:\Users\jagm\Documents\3081 Hall Road\3081 Hall Road\3081 Hall Road.dwg
DRAWN BY: Author
CHECKED BY: Checker





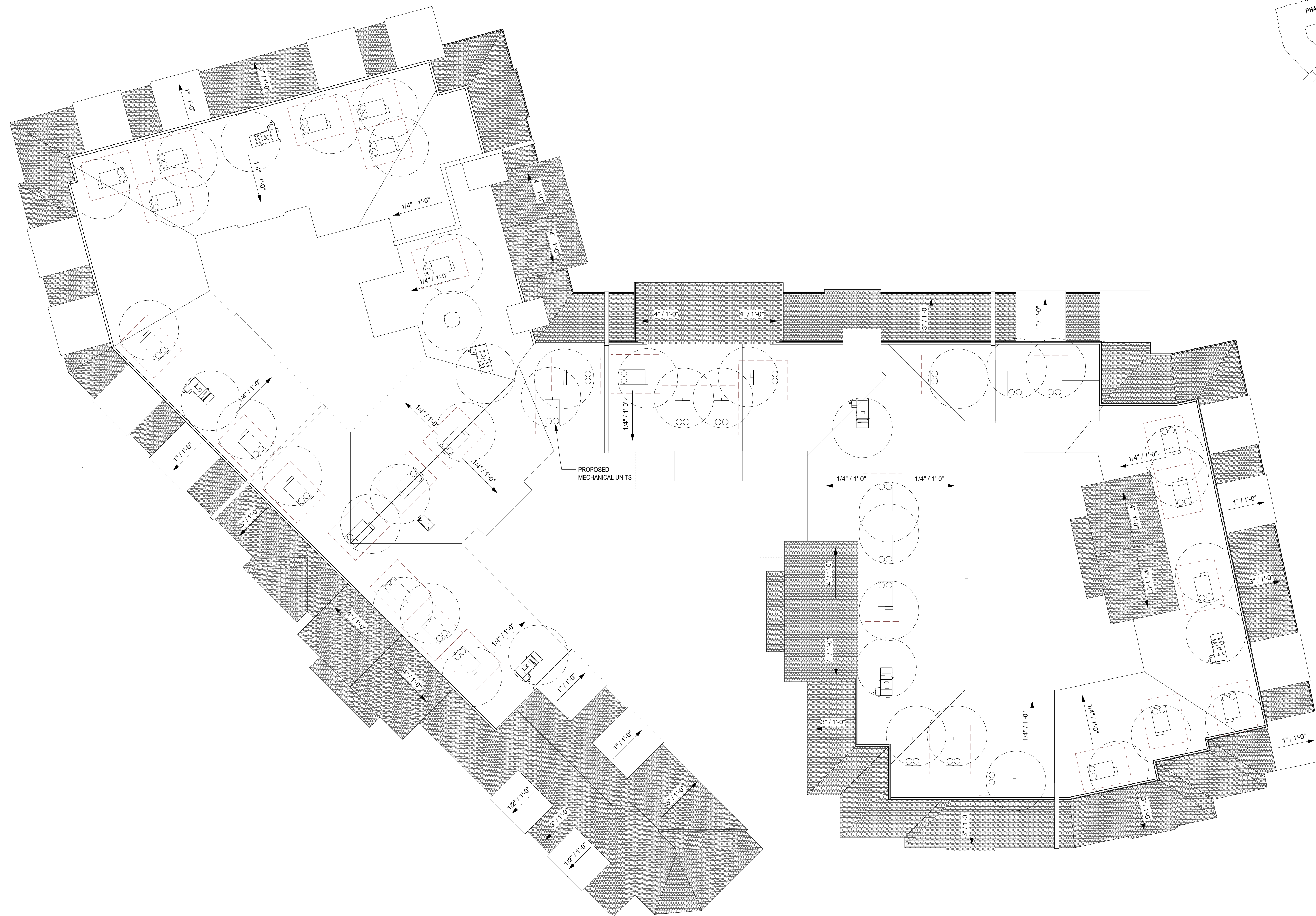
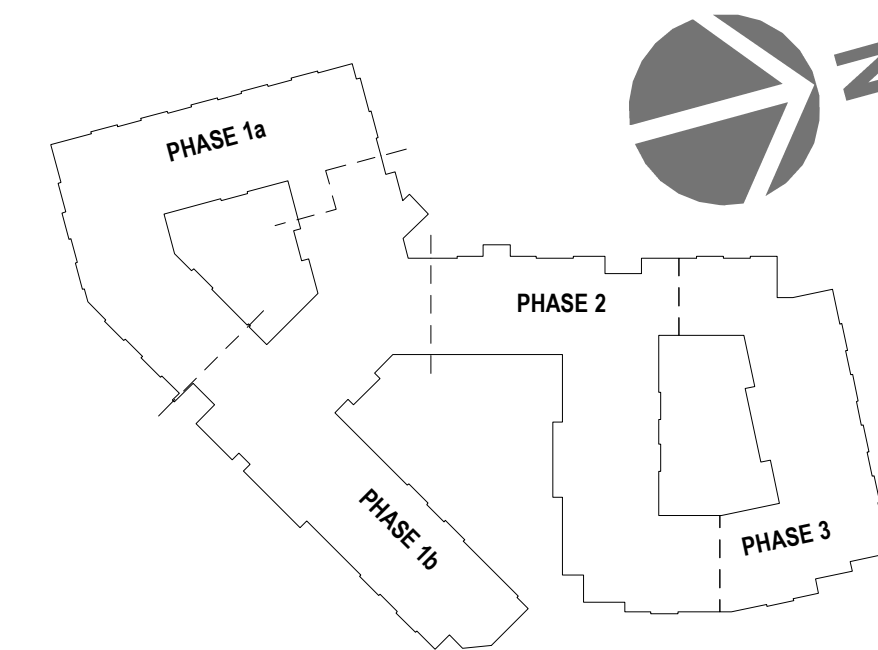
THIRD FLOOR PLAN

Kaigo - Mission Creek Landing Redevelopment
3081 Hall Road, Kelowna BC V1H 2R5

DRAWING: D203

ISSUED FOR DEVELOPMENT PERMIT
ON 2021/05/14

PROJECT: 18308
SCALE: 1:200



ROOF PLAN

Kaigo - Mission Creek Landing Redevelopment
3081 Hall Road, Kelowna BC V1H 2R5



DRAWING: D204

ISSUED FOR DEVELOPMENT PERMIT
ON 2021/05/14

PROJECT: 18308
SCALE: 1:200

SCHEDULE

B

This forms part of application

DP21-0128

Planner
Initials WM

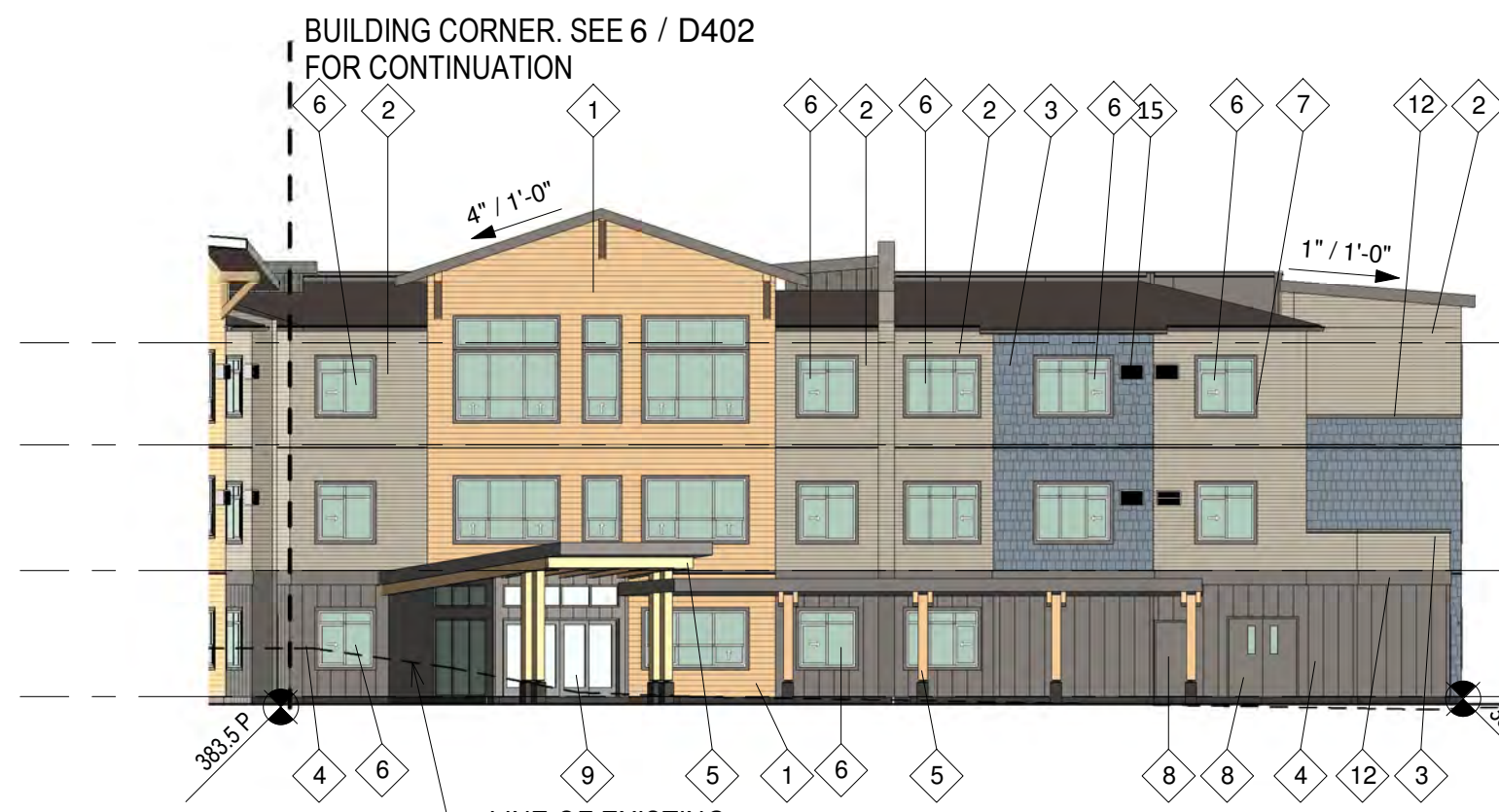
City of
Kelowna
DEVELOPMENT PLANNING

LEGEND

382.4 P (P INDICATES PROPOSED)
383.6 E (E INDICATES EXISTING)

EXTERIOR FINISH LEGEND

- 1 EXTRUDED ALUMINUM SIDING
PROFILE: HORIZONTAL TONGUE & GROOVE 4" EXPOSURE, WOODGRAIN FINISH
COLOUR: DARK FIR
- 2 FIBRE CEMENT LAP SIDING
PROFILE: WOODGRAIN, HORIZONTAL LAP, 4" EXPOSURE
COLOUR: "COBBLESTONE"
- 3 BLUE FIBRE CEMENT SHINGLED SIDING
PRODUCT: STAGGERED EDGE HARDISHING
COLOUR: JAMES HARDIE "EVENING BLUE"
- 4 GRAY FIBRE CEMENT PANEL SIDING
PROFILE: SMOOTH, VERTICAL BATTENS @ 16" O.C.
COLOUR: JAMES HARDIE "AGED PEWTER"
- 5 TIMBER FRAMING
FINISH: SMOOTH CW STAIN
COLOUR: NATURAL
- 6 EXTERIOR CLEAR GLAZING
FRAMING: VINYL
COLOUR: WHITE
- 7 FIBRE CEMENT WINDOW & DOOR TRIM
PROFILE: 1x4 SMOOTH
COLOUR: JAMES HARDIE "AGED PEWTER"
- 8 INSULATED HOLLOW METAL DOORS
FRAMING: PRESSED STEEL
COLOUR: TO MATCH JAMES HARDIE "AGED PEWTER"
- 9 EXTERIOR CLEAR STOREFRONT GLAZING
FRAMING: ALUMINUM
COLOUR: CLEAR ANNOXIDIZED
- 10 ASPHALT SHINGLE ROOFING
STYLE: ARCHITECTURAL
COLOUR: CHARCOAL GREY
- 11 EXTERIOR GLASS RAILING
FRAMING: ALUMINUM
COLOUR: TO MATCH JAMES HARDIE "AGED PEWTER"
- 12 FIBRE CEMENT TRIM
PROFILE: SMOOTH
COLOUR: JAMES HARDIE "AGED PEWTER"
- 13 EXTRUDED ALUMINUM SIDING
PROFILE: HORIZONTAL TONGUE & GROOVE 4" EXPOSURE, WOODGRAIN FINISH
COLOUR: DARK FIR
- 14 HOLLOW STRUCTURAL COLUMN
PRODUCT: CORROSION RESISTANT STEEL
COLOUR: LIGHT GRAY
- 15 AC UNIT



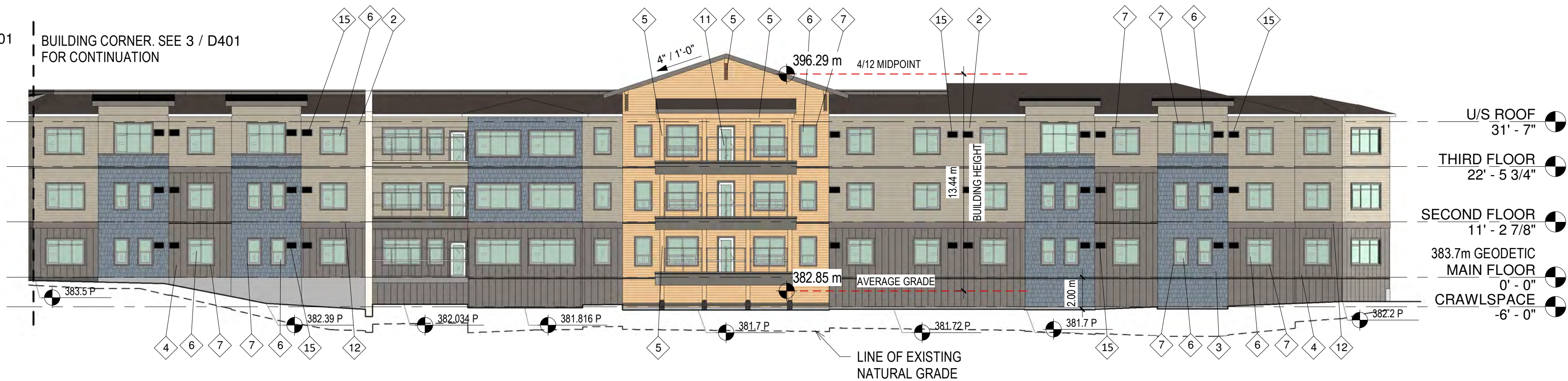
1 PHASE 1 - NORTH ELEVATION
SCALE: 1 : 200



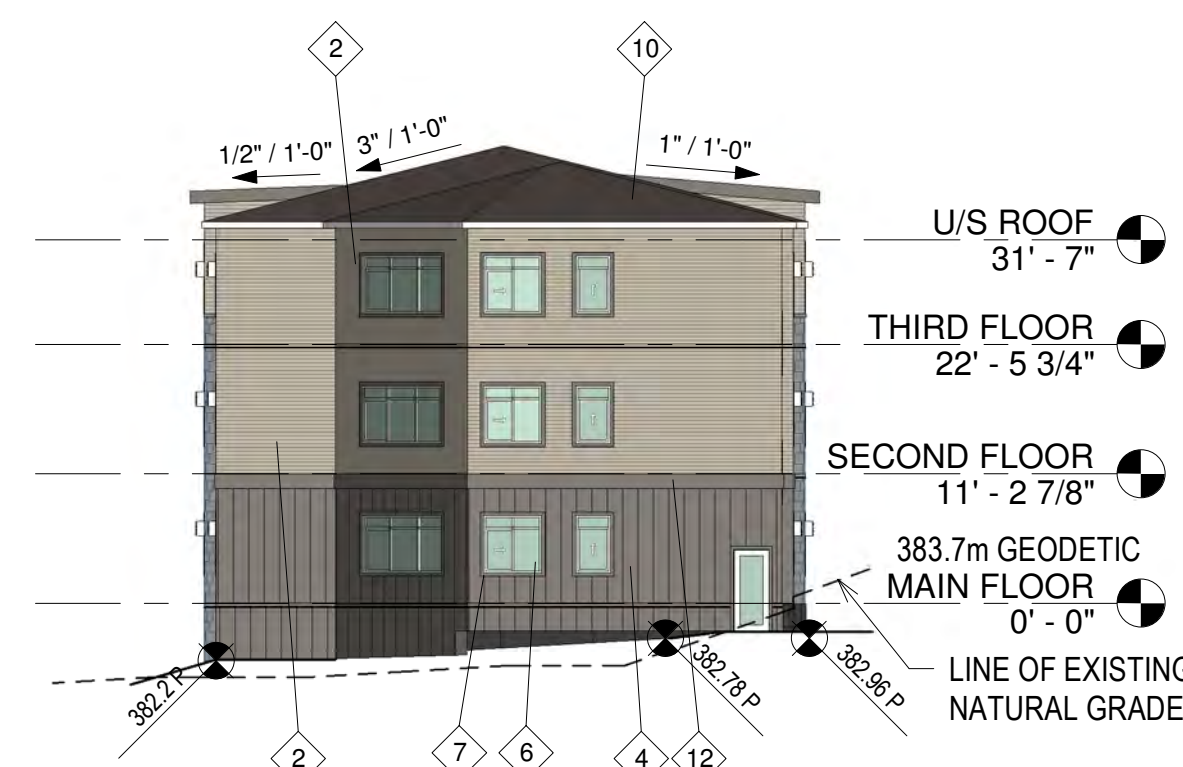
2 PHASE 1 - WEST
SCALE: 1 : 200



3 PHASE 1 - SOUTH ELEVATION
SCALE: 1 : 200



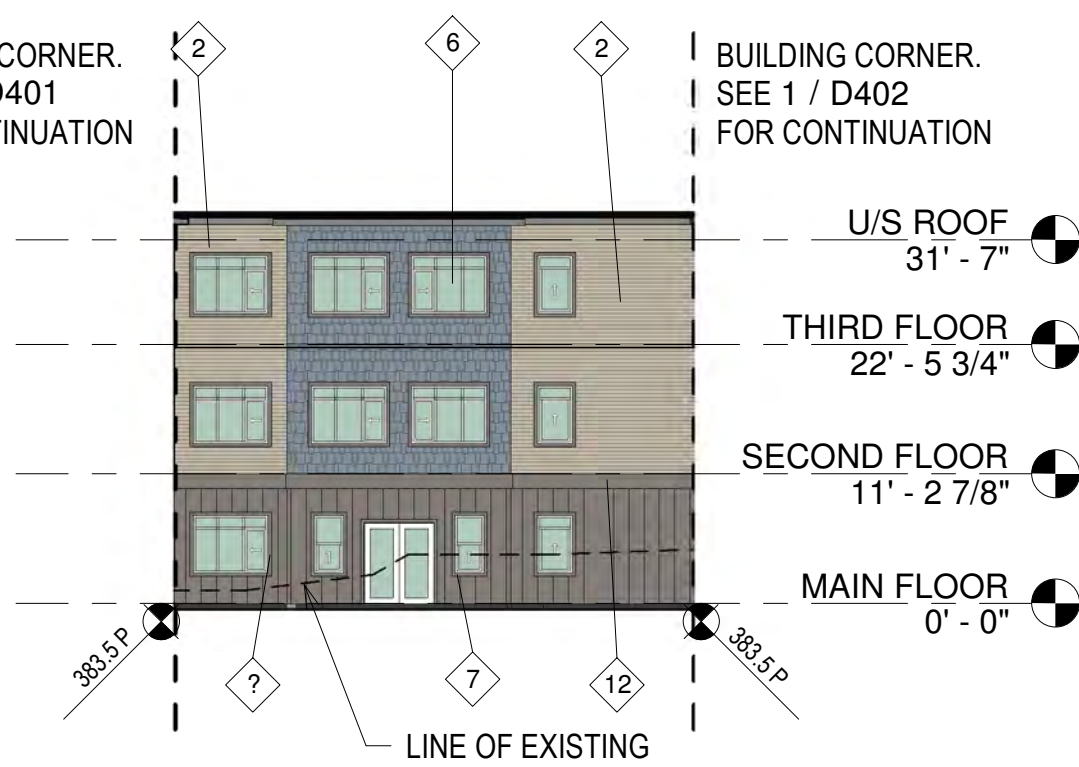
4 PHASE 1 - SE ELEVATION
SCALE: 1 : 200



5 PHASE 1 - NE ELEVATION
SCALE: 1 : 200

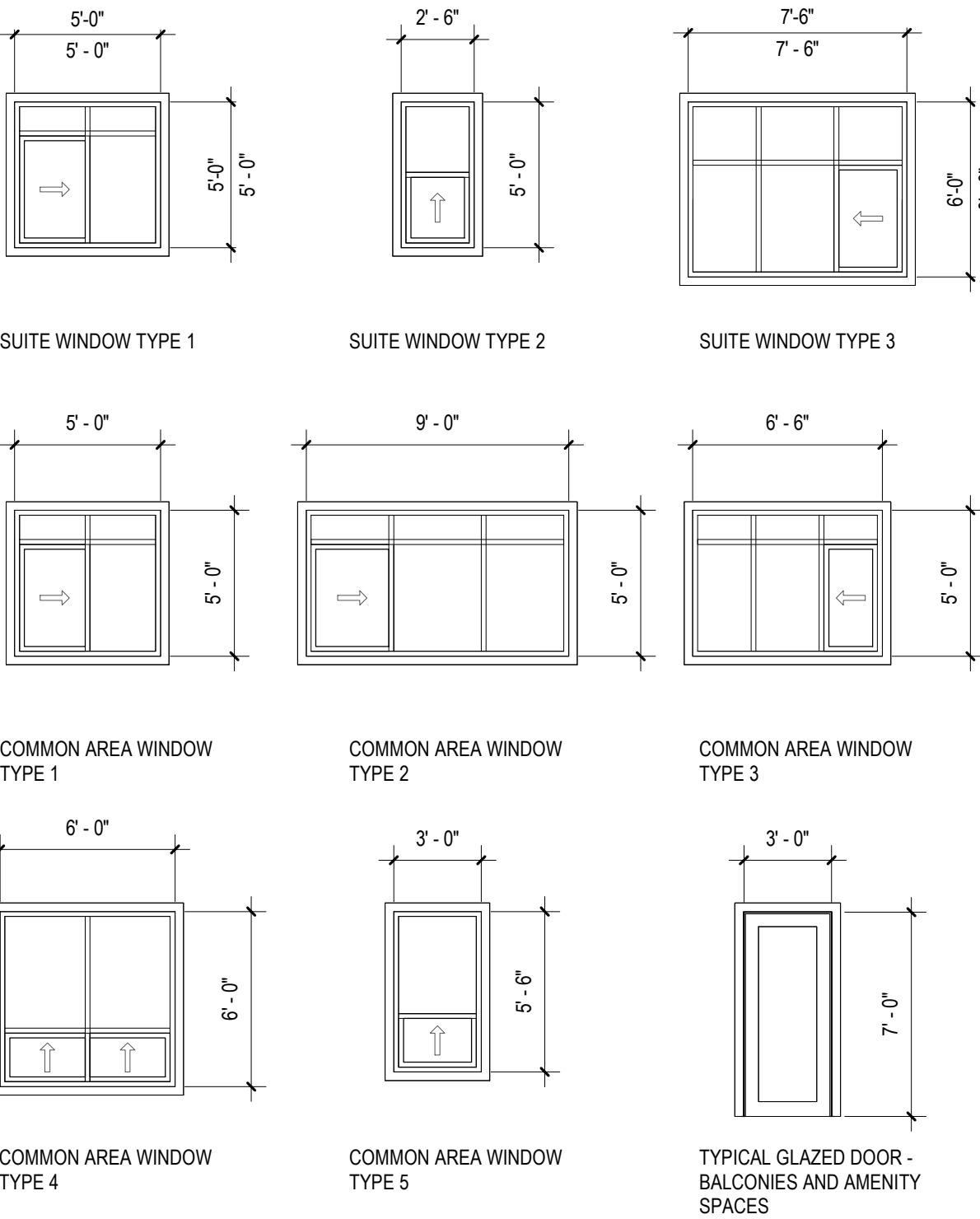


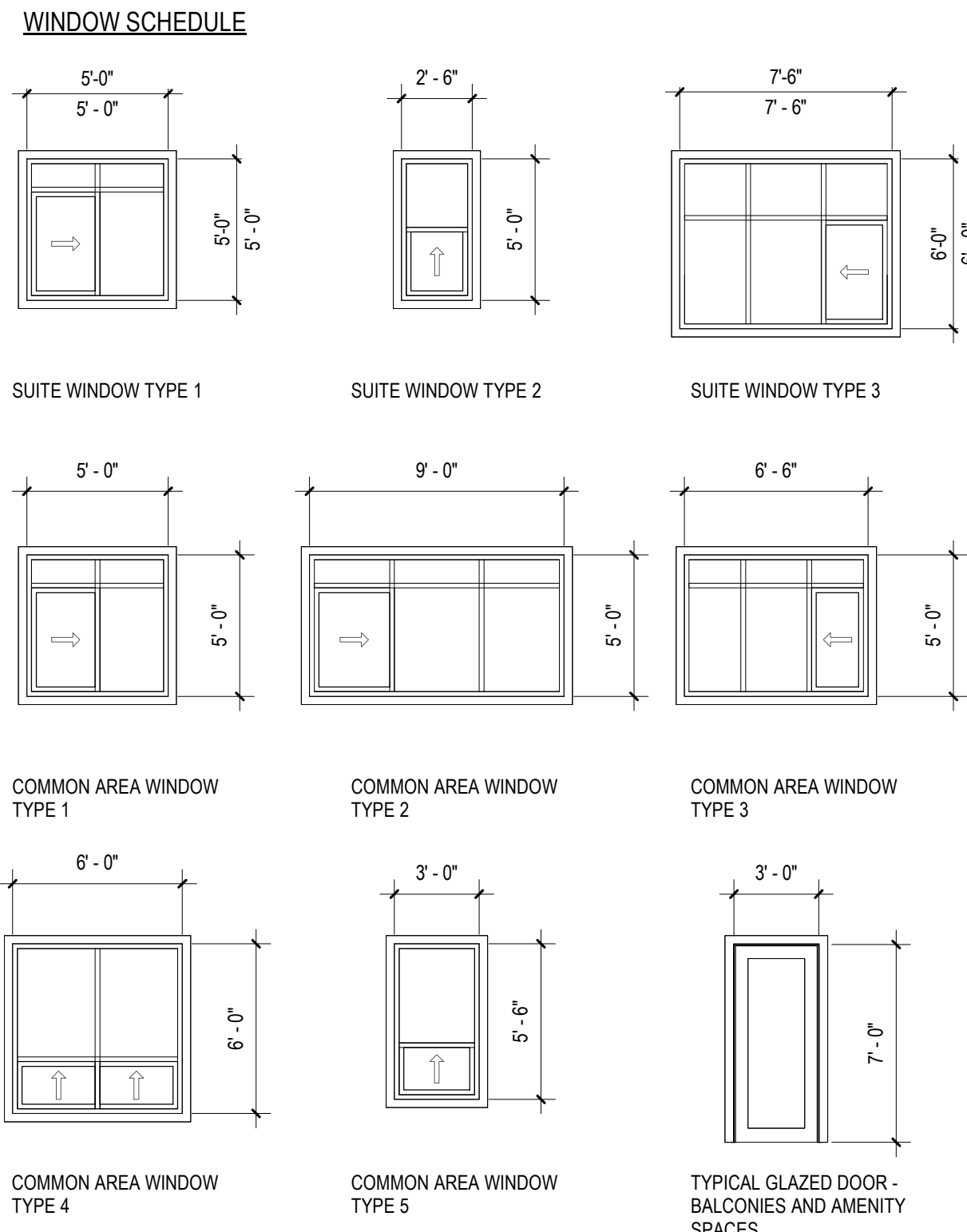
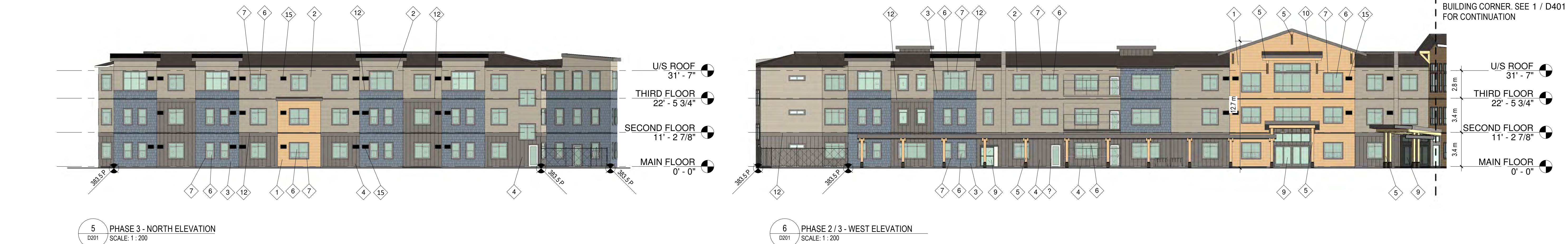
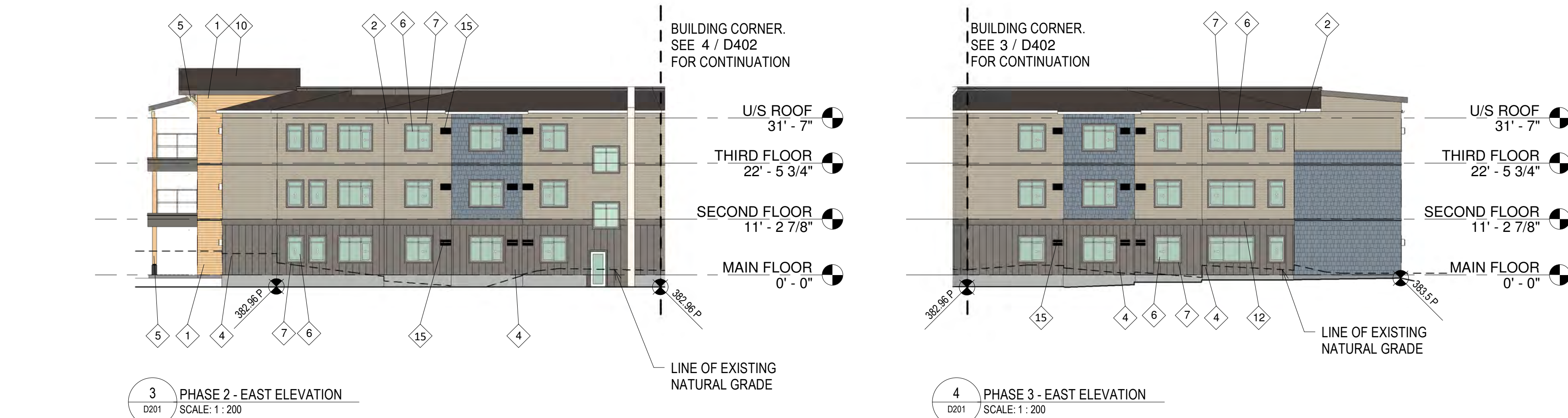
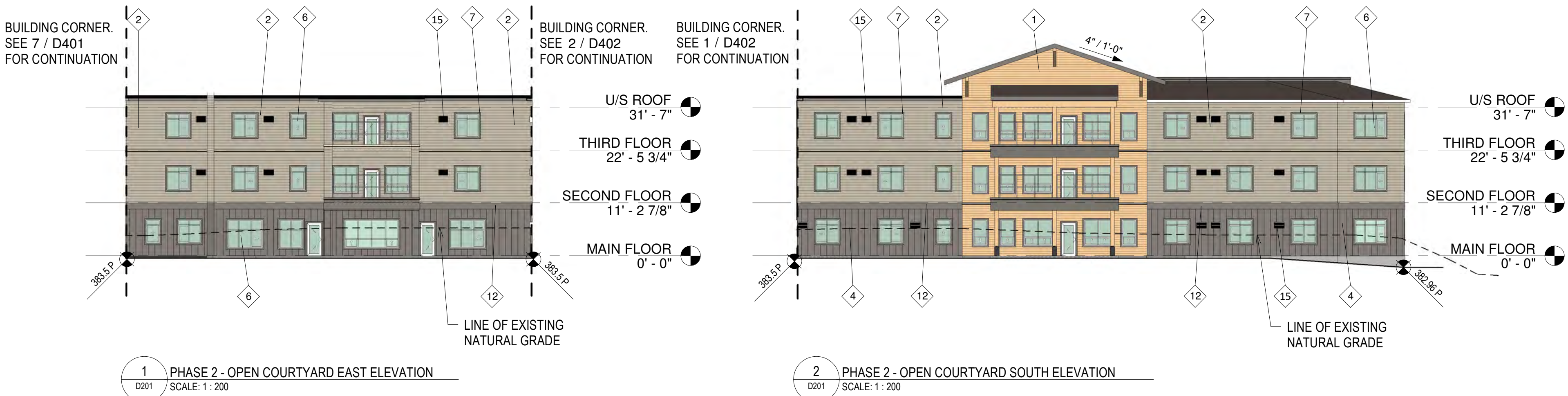
6 PHASE 1 - OPEN COURTYARD NW ELEVATION
SCALE: 1 : 200



7 PHASE 1 - OPEN COURTYARD NE ELEVATION
SCALE: 1 : 200

WINDOW SCHEDULE

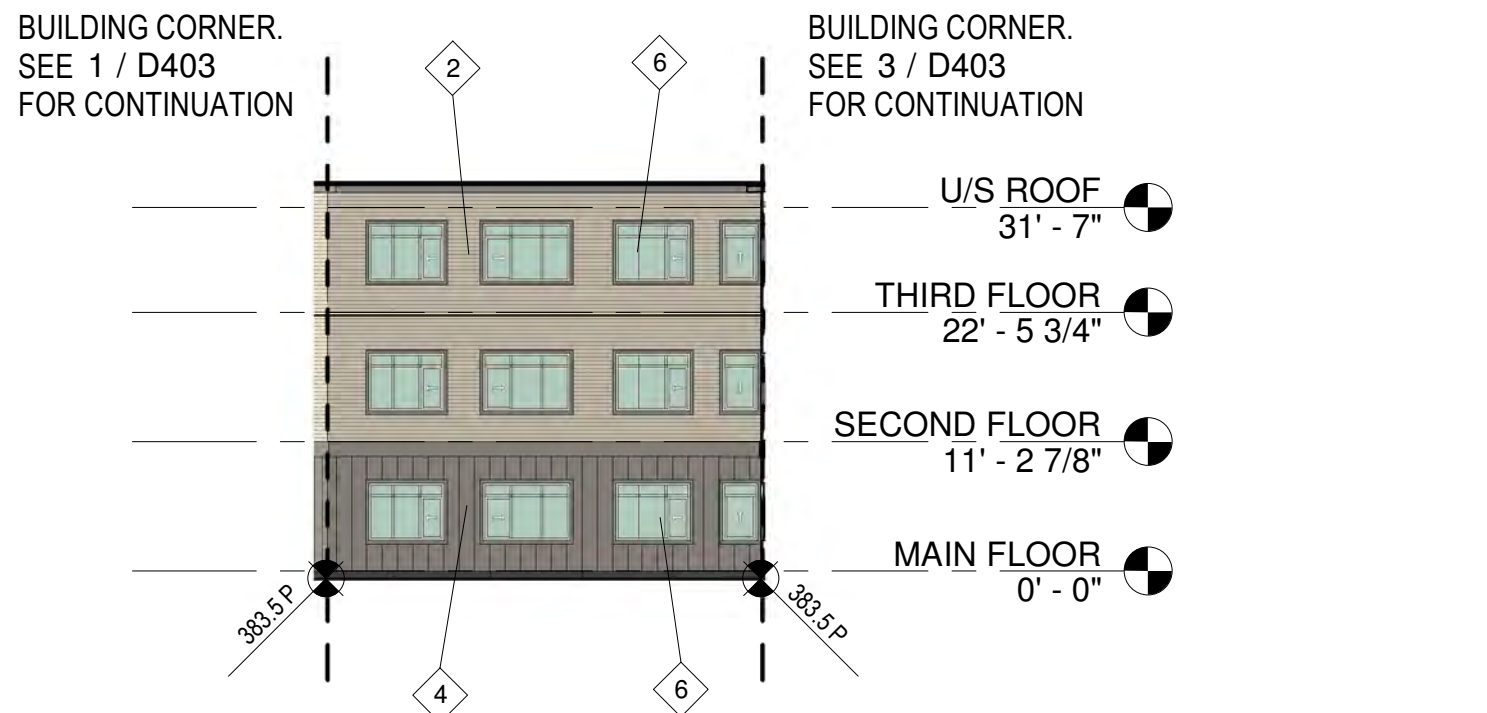




- LEGEND**
- 382.4 P. (P INDICATES PROPOSED)
 - 383.6 E. (E INDICATES EXISTING)
- EXTERIOR FINISH LEGEND**
- 1 EXTRUDED ALUMINUM SIDING
PROFILE: HORIZONTAL TONGUE & GROOVE 4" EXPOSURE, WOODGRAIN FINISH
COLOUR: DARK FIR
 - 2 FIBER CEMENT LAP SIDING
PROFILE: WOODGRAIN, HORIZONTAL LAP, 4" EXPOSURE
COLOUR: "COBBLESTONE"
 - 3 BLUE FIBER CEMENT SHINGLED SIDING
PRODUCT: STAGGERED EDGE HARDISHINGLE
COLOUR: JAMES HARDIE "EVENING BLUE"
 - 4 GRAY FIBRE CEMENT PANEL SIDING
PROFILE: SMOOTH, VERTICAL BATTENS @ 16" O.C.
COLOUR: JAMES HARDIE "AGED PEWTER"
 - 5 TIMBER FRAMING
FINISH: SMOOTH C/W STAIN
COLOUR: NATURAL
 - 6 EXTERIOR CLEAR GLAZING
FRAMING: VINYL
COLOUR: WHITE
 - 7 FIBRE CEMENT WINDOW & DOOR TRIM
PROFILE: 1x4 SMOOTH
COLOUR: JAMES HARDIE "AGED PEWTER"
 - 8 INSULATED HOLLOW METAL DOORS
FRAMING: PRESSED STEEL
COLOUR: TO MATCH JAMES HARDIE "AGED PEWTER"
 - 9 EXTERIOR CLEAR STOREFRONT GLAZING
FRAMING: ALUMINUM
COLOUR: CLEAR ANNOXIDIZED
 - 10 ASPHALT SHINGLE ROOFING
STYLE: ARCHITECTURAL
COLOUR: CHARCOAL GREY
 - 11 EXTERIOR GLASS RAILING
FRAMING: ALUMINUM
COLOUR: TO MATCH JAMES HARDIE "AGED PEWTER"
 - 12 FIBRE CEMENT TRIM
PROFILE: SMOOTH
COLOUR: JAMES HARDIE "AGED PEWTER"
 - 13 EXTRUDED ALUMINUM SIDING
PROFILE: HORIZONTAL TONGUE & GROOVE 4" EXPOSURE, WOODGRAIN FINISH
COLOUR: DARK FIR
 - 14 HOLLOW STRUCTURAL COLUMN
PRODUCT: CORROSION RESISTANT STEEL
COLOUR: LIGHT GRAY
 - 15 AC UNIT



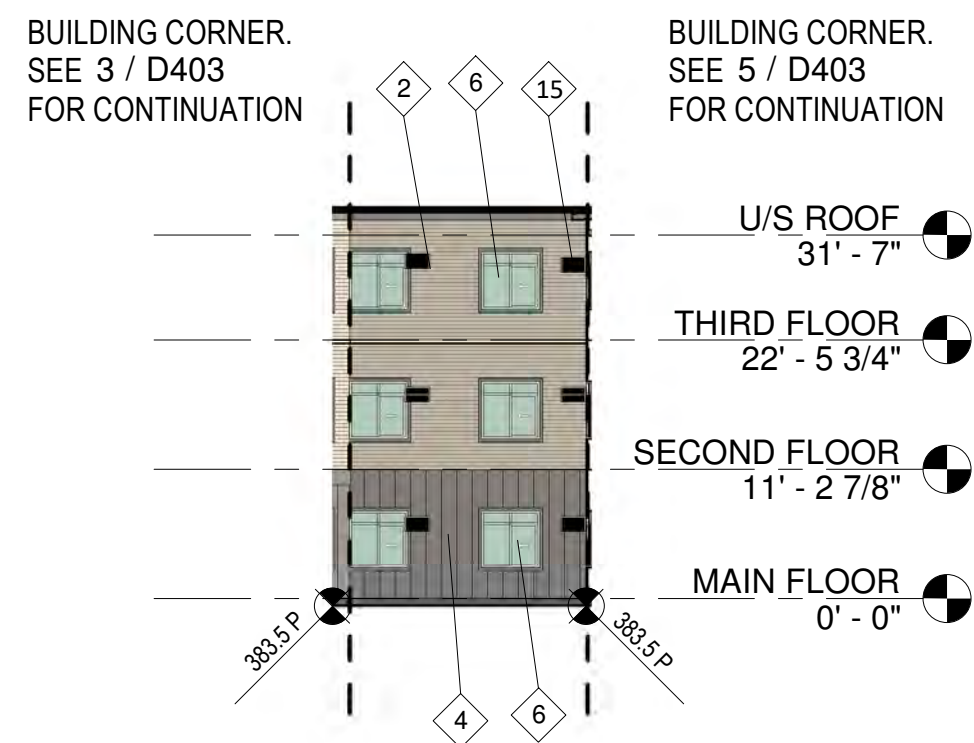
1 PHASE 1 - CLOSED COURTYARD NORTH ELEVATION
D201 SCALE: 1 : 200



2 PHASE 1 - CLOSED COURTYARD EAST ELEVATION
D201 SCALE: 1 : 200



3 PHASE 1 - CLOSED COURTYARD SE ELEVATION
D201 SCALE: 1 : 200



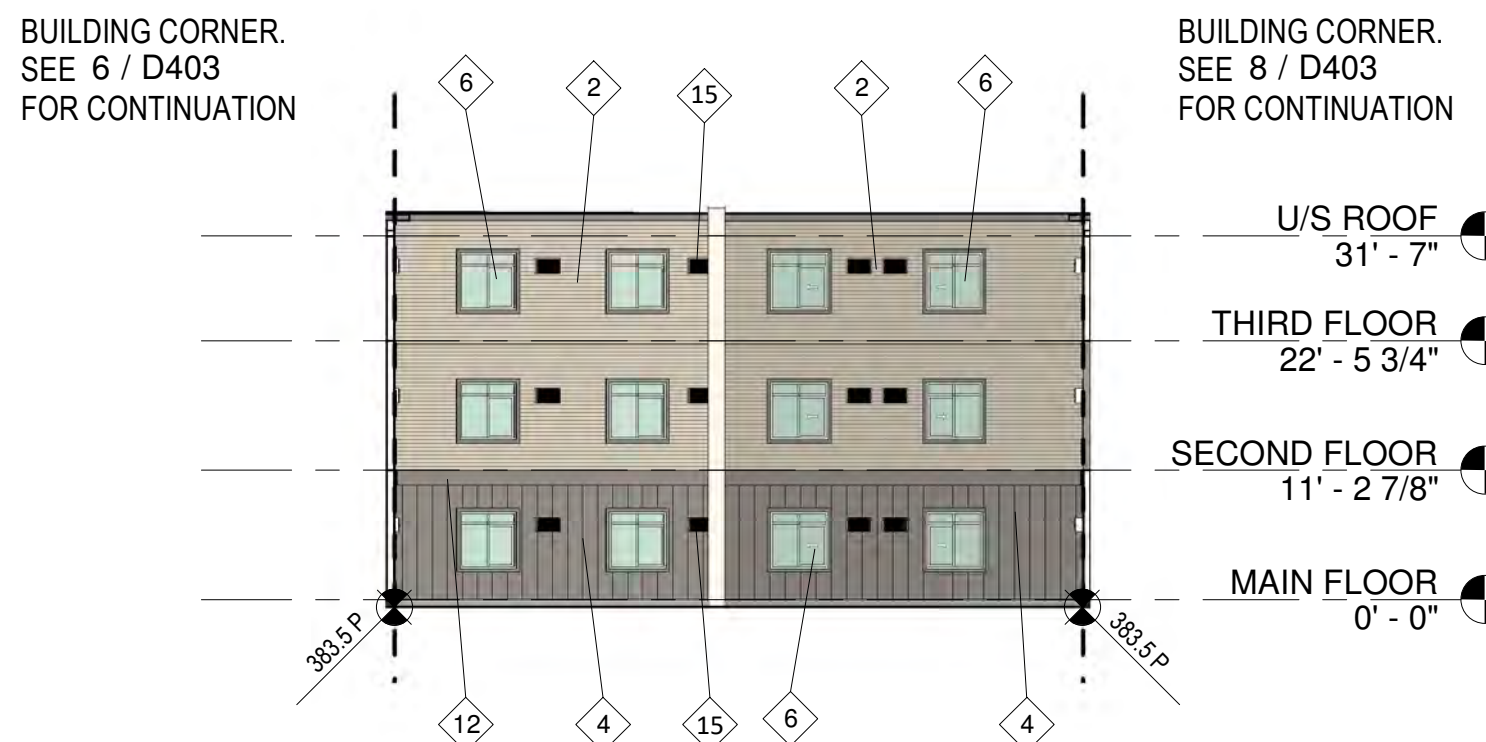
4 PHASE 1 - CLOSED COURTYARD SOUTH ELEVATION
D201 SCALE: 1 : 200



5 PHASE 1 - CLOSED COURTYARD WEST ELEVATION
D201 SCALE: 1 : 200



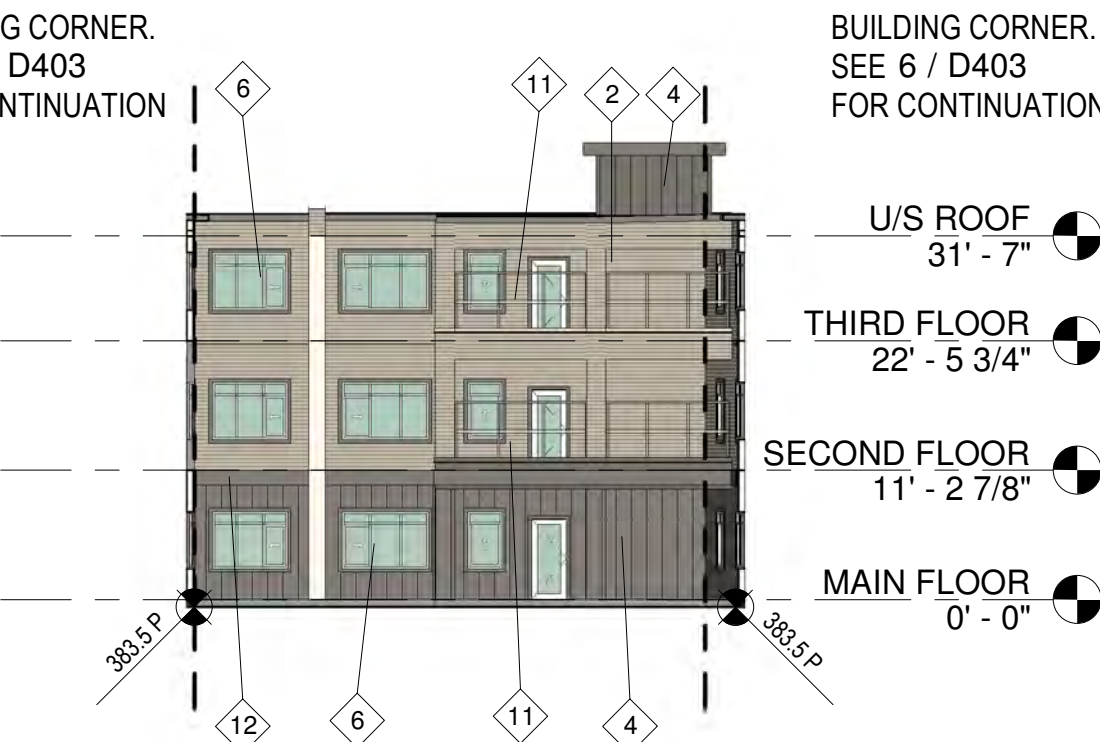
6 PHASE 2/3 - CLOSED COURTYARD NORTH ELEVATION
D201 SCALE: 1 : 200



7 PHASE 2/3 - CLOSED COURTYARD EAST ELEVATION
D201 SCALE: 1 : 200

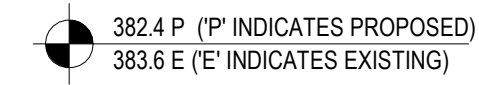


8 PHASE 2/3 - CLOSED COURTYARD SOUTH ELEVATION
D201 SCALE: 1 : 200



9 PHASE 2/3 - CLOSED COURTYARD WEST ELEVATION
D201 SCALE: 1 : 200

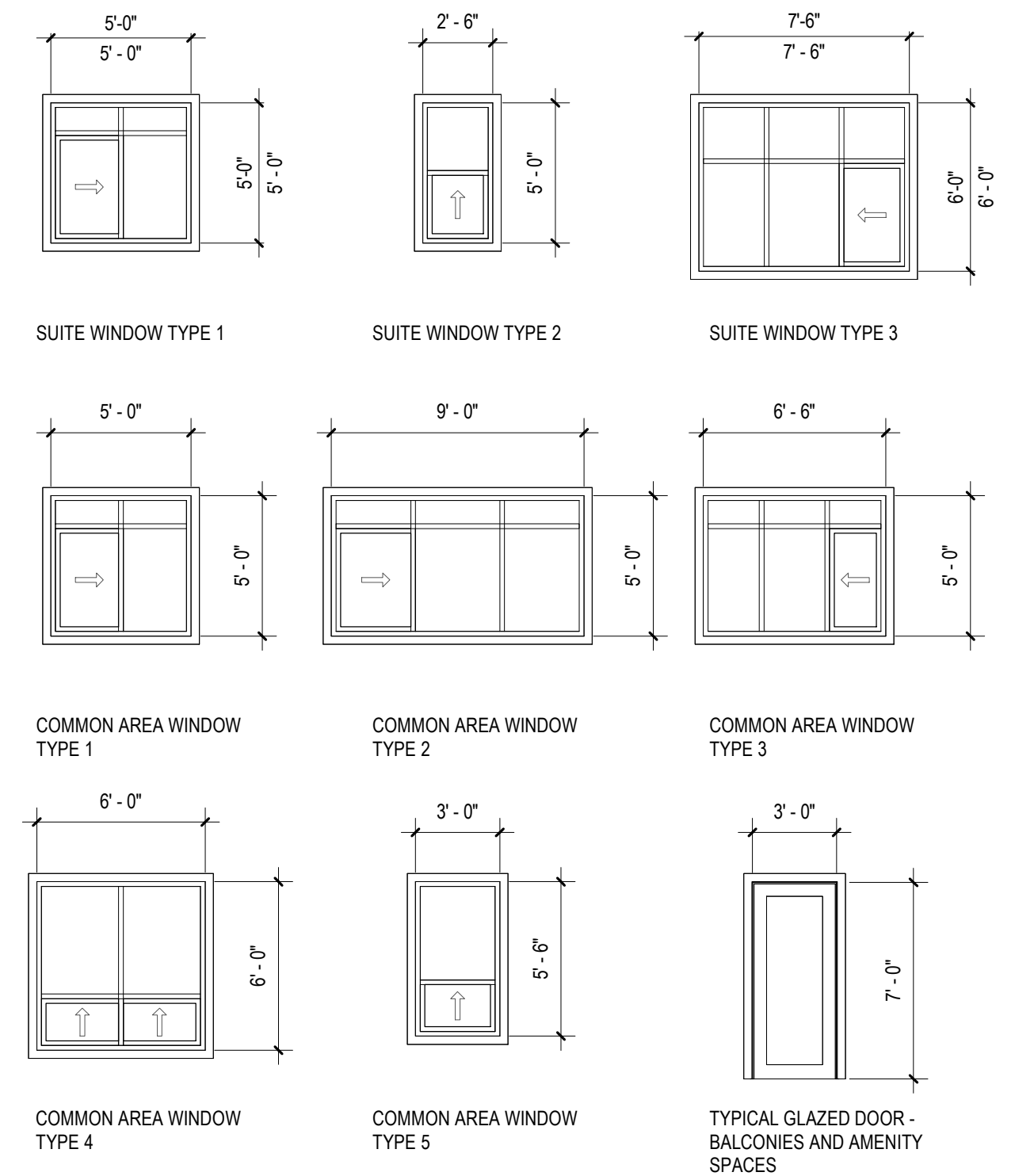
LEGEND



EXTERIOR FINISH LEGEND

- 1 EXTRUDED ALUMINUM SIDING
PROFILE: HORIZONTAL TONGUE & GROOVE 4" EXPOSURE, WOODGRAIN FINISH
COLOUR: DARK FIR
- 2 FIBRE CEMENT LAP SIDING
PROFILE: WOODGRAIN, HORIZONTAL LAP, 4" EXPOSURE
COLOUR: "COBBLESTONE"
- 3 BLUE FIBRE CEMENT SHINGLED SIDING
PRODUCT: STAGGERED EDGE HARD SHINGLE
COLOUR: JAMES HARDIE "EVENING BLUE"
- 4 GRAY FIBRE CEMENT PANEL SIDING
PROFILE: SMOOTH, VERTICAL BATTENS @ 16" O.C.
COLOUR: JAMES HARDIE "AGED PEWTER"
- 5 TIMBER FRAMING
FINISH: SMOOTH CW STAIN
COLOUR: NATURAL
- 6 EXTERIOR CLEAR GLAZING
FRAMING: VINYL
COLOUR: WHITE
- 7 FIBRE CEMENT WINDOW & DOOR TRIM
PROFILE: 1x4 SMOOTH
COLOUR: JAMES HARDIE "AGED PEWTER"
- 8 INSULATED HOLLOW METAL DOORS
FRAMING: PRESSED STEEL
COLOUR: TO MATCH JAMES HARDIE "AGED PEWTER"
- 9 EXTERIOR CLEAR STOREFRONT GLAZING
FRAMING: ALUMINUM
COLOUR: CLEAR ANNOXIDIZED
- 10 ASPHALT SHINGLE ROOFING
STYLE: ARCHITECTURAL
COLOUR: CHARCOAL GREY
- 11 EXTERIOR GLASS RAILING
FRAMING: ALUMINUM
COLOUR: TO MATCH JAMES HARDIE "AGED PEWTER"
- 12 FIBRE CEMENT TRIM
PROFILE: SMOOTH
COLOUR: JAMES HARDIE "AGED PEWTER"
- 13 EXTRUDED ALUMINUM SIDING
PROFILE: HORIZONTAL TONGUE & GROOVE 4" EXPOSURE, WOODGRAIN FINISH
COLOUR: DARK FIR
- 14 HOLLOW STRUCTURAL COLUMN
PRODUCT: CORROSION RESISTANT STEEL
COLOUR: LIGHT GRAY
- 15 AC UNIT

WINDOW SCHEDULE



ELEVATIONS

Kaigo - Mission Creek Landing Redevelopment
3081 Hall Road, Kelowna BC V1H 2R5



1 STREETScape - HALL RD
SCALE: 1 : 300



EXTERIOR FINISH LEGEND

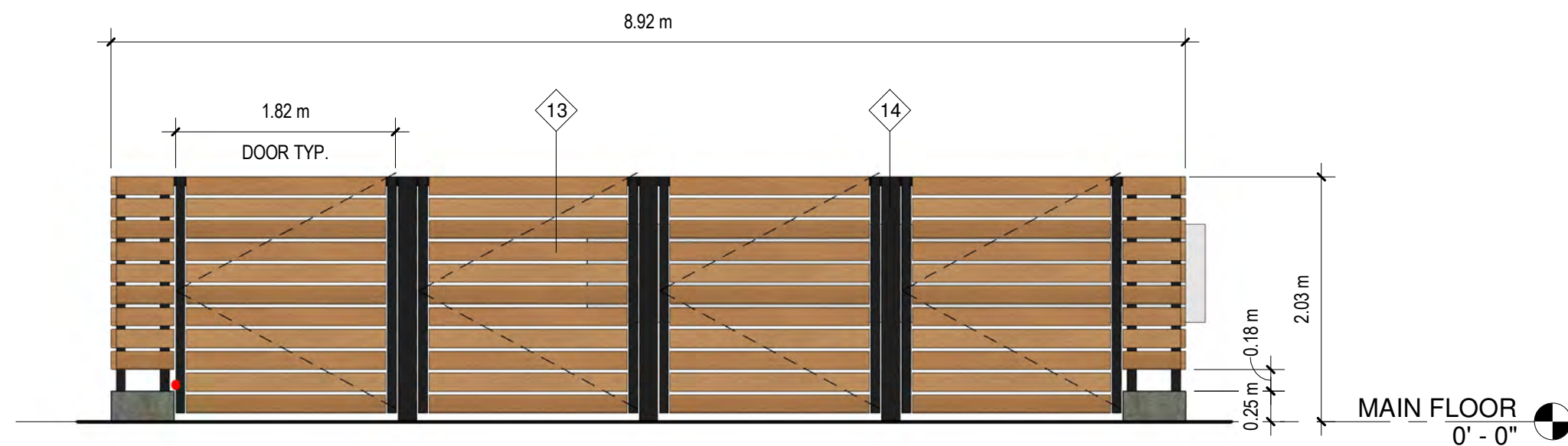
- 1 EXTRUDED ALUMINUM SIDING
PROFILE: HORIZONTAL TONGUE & GROOVE 4" EXPOSURE, WOODGRAIN FINISH
COLOUR: DARK FIR
- 2 FIBRE CEMENT LAP SIDING
PROFILE: WOODGRAIN, HORIZONTAL LAP, 4" EXPOSURE
COLOUR: "COBBLESTONE"
- 3 BLUE FIBRE CEMENT SHINGLED SIDING
PRODUCT: STAGGARED EDGE HARDISHINGLE
COLOUR: JAMES HARDIE "EVENING BLUE"
- 4 GRAY FIBRE CEMENT PANEL SIDING
PROFILE: SMOOTH, VERTICAL BATTENS @ 16" O.C.
COLOUR: JAMES HARDIE "AGED PEWTER"
- 5 TIMBER FRAMING
FINISH: SMOOTH C/W STAIN
COLOUR: NATURAL
- 6 EXTERIOR CLEAR GLAZING
FRAMING: VINYL
COLOUR: WHITE
- 7 FIBRE CEMENT WINDOW & DOOR TRIM
PROFILE: 1x4 SMOOTH
COLOUR: JAMES HARDIE "AGED PEWTER"
- 8 INSULATED HOLLOW METAL DOORS
FRAMING: PRESSED STEEL
COLOUR: TO MATCH JAMES HARDIE "AGED PEWTER"
- 9 EXTERIOR CLEAR STOREFRONT GLAZING
FRAMING: ALUMINUM
COLOUR: CLEAR ANNOIDIZED
- 10 ASPHALT SHINGLE ROOFING
STYLE: ARCHITECTURAL
COLOUR: CHARCOAL GREY
- 11 EXTERIOR GLASS RAILING
FRAMING: ALUMINUM
COLOUR: TO MATCH JAMES HARDIE "AGED PEWTER"
- 12 FIBRE CEMENT TRIM
PROFILE: SMOOTH
COLOUR: JAMES HARDIE "AGED PEWTER"
- 13 EXTRUDED ALUMINUM SIDING
PROFILE: HORIZONTAL TONGUE & GROOVE 4" EXPOSURE, WOODGRAIN FINISH
COLOUR: DARK FIR
- 14 HOLLOW STRUCTURAL COLUMN
PRODUCT: COROSION RESISTANT STEEL
COLOUR: LIGHT GRAY
- 15 AC UNIT



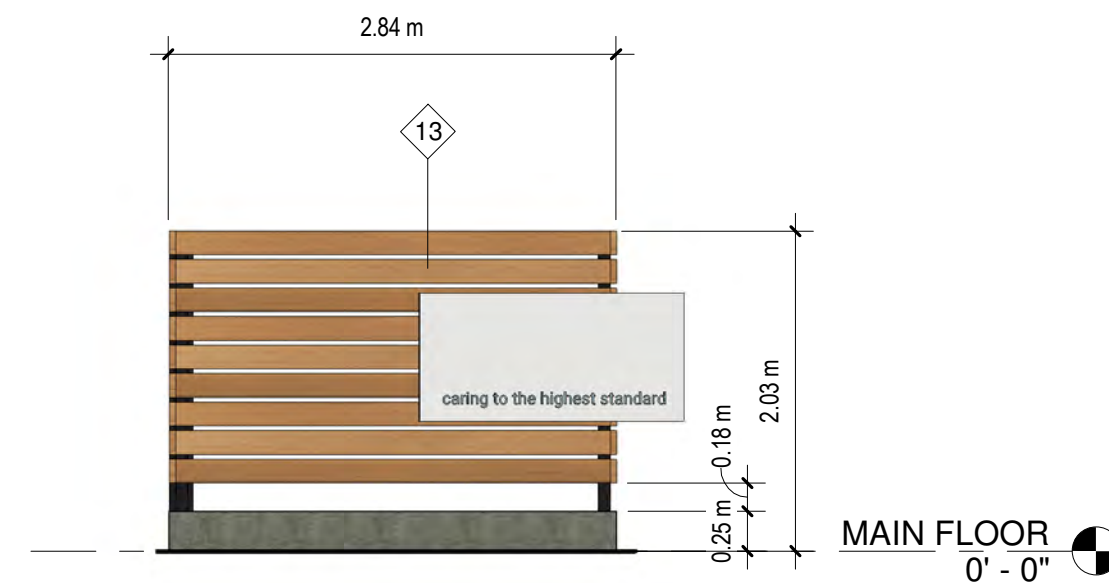
TYPICAL PASTURE POST & WIRE MESH FENCING



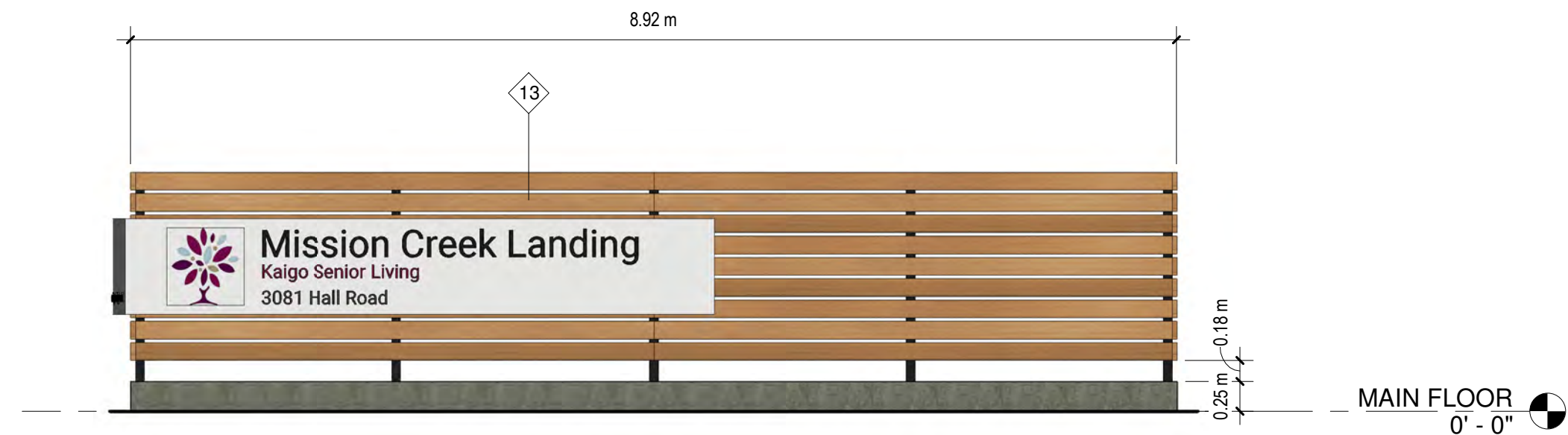
TYPICAL 6' HIGH CHAIN LINK FENCE



2 GARBAGE ENCLOSURE - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



3 GARBAGE ENCLOSURE - SIDE ELEVATION
SCALE: 1/4" = 1'-0"



4 GARBAGE ENCLOSURE/SIGNAGE - REAR ELEVATION
SCALE: 1/4" = 1'-0"



HARDIE SHINGLE - BALTIC BLUE

HARDIE LAP SIDING - COBBLESTONE

ALUMINUM SIDING - DARK FIR

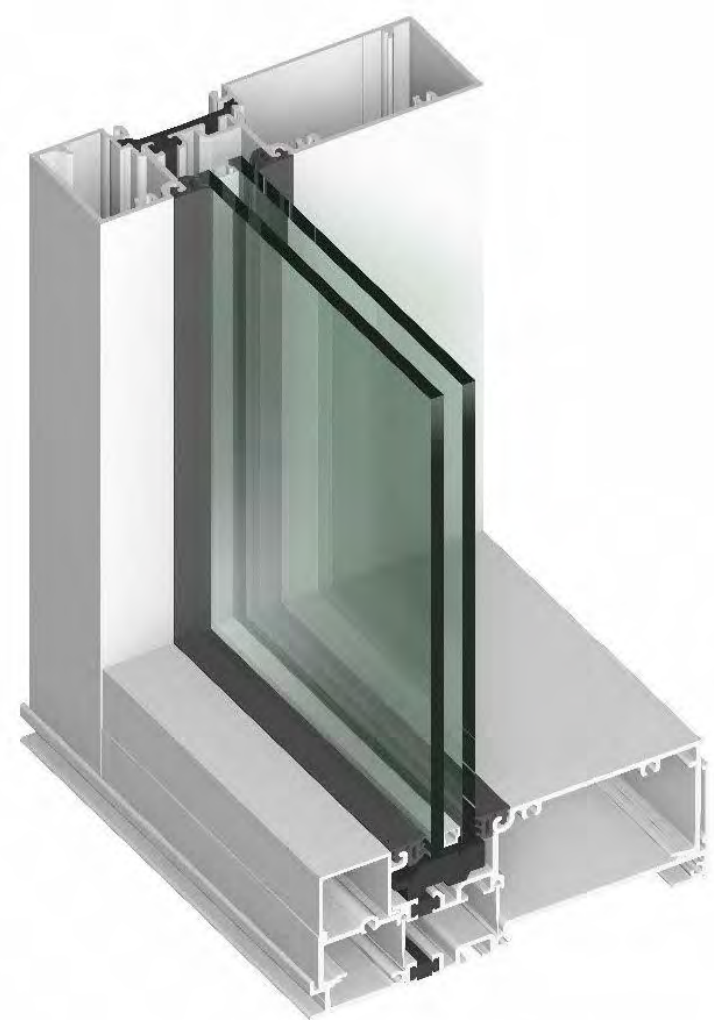
WOOD STAIN - BUTTERNUT

CAMBRIDGE SHINGLES - CHARCOAL GREY

HARDIE PANEL VERTICAL SIDING - AGED PEWTER

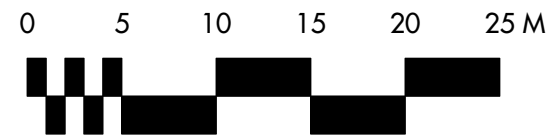


WINDOWS - WHITE VINYL



STOREFRONT - ANODIZED ALUMINUM





SCHEDULE

C

This forms part of application
DP21-0128

Planner
Initials **WM**

City of
Kelowna
DEVELOPMENT PLANNING



EXISTING TREES TO REMAIN (TYP.)
DECIDUOUS SHADE TREE PLANTING
(ACER RUBRUM 'SCARSEN') (TYP.)

HALL ROAD

TRANSFORMER
LIFT STATION
GENERATOR

DIRECTIONAL SIGNAGE
DEVELOPMENT SIGNAGE
DECORATIVE SHRUB, PERENNIAL &
ORNAMENTAL GRASS PLANTINGS (TYP.)
HYDROSEED AREA W/ DRYLAND GRASS MIX (TYP.)

ASPHALT PARKING LOT
ASPHALT DRIVE LANE

NATIVE DECIDUOUS TREE PLANTING
(POPULUS TREMULOIDES) (TYP.)
NATIVE CONIFEROUS TREE PLANTING
(PINUS PONDEROSA) (TYP.)
EXISTING CHAINLINK
FENCE TO REMAIN (TYP.)
GRAVEL ACCESS ROAD
TO ADJACENT PROPERTY

BUILDING

WETLAND

WETLAND

RIPARIAN MANAGEMENT
AREA, RESTORE WITH
NATIVE GRASS MIX, PER
ENVIRONMENTAL
ASSESSMENT (TYP.)

APPROXIMATE EXTENT OF
DISTURBANCE, REFER
ARCH. DWGS (TYP.)

PROPOSED POST AND RAIL
FENCE; FINAL LOCATION
TO BE FIELD FIT (TYP.)

WETLAND

PHASE 1

PHASE 2

PHASE 3

PHASING PLAN
SCALE 1:1500

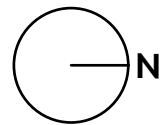
NOTES

1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED C.L.N.A. STANDARDS.
2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.
3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 75mm WOOD MULCH. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.
4. TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT.
5. TURF AREAS FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 150mm DEPTH OF GROWING MEDIUM IS REQUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.
6. SITE GRADING AND DRAINAGE WILL ENSURE THAT ALL STRUCTURES HAVE POSITIVE DRAINAGE AND THAT NO WATER OR LOOSE IMPEDIMENTS WILL BE DISCHARGED FROM THE LOT ONTO ADJACENT PUBLIC, COMMON OR PRIVATE PROPERTIES.
7. HYDROSEEDING DRYLAND SEED AREAS:
DRYLAND SEED MIXTURE BY WEIGHT BY SPECIES
BLUE BUNCH WHEAT GRASS 40% 22%
ROUGH FESCUE 25% 20%
IDAHO FESCUE 15% 19%
PERENNIAL RYEGRASS 10% 7%
SANDBERG BLUEGRASS 5% 13%
JUNE GRASS 4% 18%
CANADA BLUEGRASS 1% 1%
HYDROSEEDING APPLICATION RATE
NATIVE SEED DRYLAND SEED MIXTURE, 125KG/HECTARE
FERTILIZER 18-18-18-2, 50% SULPHUR COATED UREA, 300KG/HECTARE
MULCH CANFOR ECOFIBRE, 2,800KG/HECTARE
TACKIFIER GUAR, 3% OF MIX



OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

303-590 KLO Road
Kelowna, BC V1Y 7S2
T (250) 868-9270
www.outlanddesign.ca



PROJECT TITLE

MISSION CREEK LANDING
3081 HALL ROAD

Kelowna, BC

DRAWING TITLE

CONCEPTUAL
LANDSCAPE PLAN

ISSUED FOR / REVISION

1	21.05.10	Review
2	21.05.13	Review
3		
4		
5		

PROJECT NO 21-043

DESIGN BY KM

DRAWN BY UK/SLP

CHECKED BY FB

DATE MAY 13, 2021

SCALE 1:400

PAGE SIZE 24x36"

SEAL



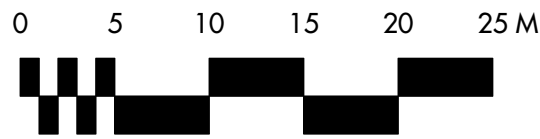
DRAWING NUMBER

L1/2

ISSUED FOR REVIEW ONLY
Copyright Reserved. This drawing is the property of Outland Design
Landscape Architecture Limited and shall not be reproduced, resold, or
tendered without permission.

PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE / SPACING & REMARKS	BOTANICAL NAME	COMMON NAME	QTY	SIZE / SPACING & REMARKS
TREES				PERENNIALS, GRASSES & VINES			
ACER RUBRUM 'RED ROCKET'	BOWHALL RED MAPLE	6	6cm CAL.	ALCHEMILLA MOLIS	LADY'S MANTLE	198	#01 CONT. /1.0m O.C. SPACING
ACER RUBRUM 'SCARSEN'	SCARLET SENTINEL MAPLE	28	6cm CAL.	ARTEMISIA SCHMIDTIANA 'SILVER MOUND'	SILVERMOUND	136	#01 CONT. /1.2m O.C. SPACING
CARPINUS BETULUS 'FRANS FONTAINE'	FRANS FONTAINE HORNBEAM	11	6cm CAL.	ARUNCULUS DIOICUS	GOATS BEARD	61	#01 CONT. /1.8m O.C. SPACING
CORNUS FLORIDA 'PRAIRIE PINK'	PRAIRIE PINK DOGWOOD	3	6cm CAL.	ASTER X FRIKARTI 'MONCH'	ASTER	198	#01 CONT. /1.0m O.C. SPACING
FRAXINUS AMERICANA 'JUNGINGER'	AUTUMN PURPLE WHITE ASH	2	6cm CAL.	EUTROCHILUM DUBIUM 'LITTLE JOE'	JOE PYE WEED	87	#01 CONT. /1.5m O.C. SPACING
PINUS PONDEROSA	PONDEROSA PINE	18	2.0m HT MIN.	HELIOTRICHON SEMPERVIRENS	BLUE OAT GRASS	87	#01 CONT. /1.5m O.C. SPACING
POPULUS TREMULOIDES	TREMBLING ASPEN	20	6cm CAL.	HELIOPSIS HELIANTHOIDES 'SUMMER SUN'	SUMMER SUN FALSE SUNFLOWER	198	#01 CONT. /1.0m O.C. SPACING
QUERCUS ROBAR X ALBA 'SKINNY GENES'	SKINNY GENES OAK	45	6cm CAL.	NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	136	#01 CONT. /1.2m O.C. SPACING
SHRUBS				PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	87	#01 CONT. /1.5m O.C. SPACING
CORNUS SANGUINEA 'CATO'	ARCTIC SUN DOGWOOD	53	#02 CONT. /2.0m O.C. SPACING	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT MEADOW SAGE	198	#01 CONT. /1.0m O.C. SPACING
EUONYMUS ALATA 'COMPACTA'	BURNING BUSH	34	#02 CONT. /2.5m O.C. SPACING	SEDUM SPECTABILE 'AUTUMN JOY'	AUTUMN JOY STONECROP	198	#01 CONT. /1.0m O.C. SPACING
HYDRANGEA ARBORESCENS 'ABETWO'	INCREDIBALL HYDRANGEA	53	#02 CONT. /2.0m O.C. SPACING				
PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD'	DART'S GOLD NINEBARK	53	#02 CONT. /2.0m O.C. SPACING				
PICEA ABIES 'PUMILIA'	NORWAY SPRUCE	34	#02 CONT. /2.5m O.C. SPACING				
SPIREA X BUMALDA 'ANTHONY WATERER'	ANTHONY WATERER SPIREA	93	#02 CONT. /1.5m O.C. SPACING				
SYRINGA MEYERI 'PAUBIN'	KOREAN LILAC	53	#02 CONT. /2.0m O.C. SPACING				
VIBURNUM OPULUS 'COMPACTUM'	EUROPEAN CRANBERRY	53	#02 CONT. /2.0m O.C. SPACING				



WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 1915 cu.m. / year
ESTIMATED LANDSCAPE WATER USE (WU) = 955 cu.m. / year
WATER BALANCE = 960 cu.m. / year
*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

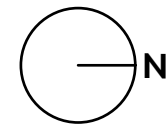
IRRIGATION NOTES

- IRRIGATION PRODUCTS AND INSTALLATION METHODS SHALL MEET OR EXCEED THE REQUIREMENTS OF THE WATER USE REGULATION BYLAW NO. 10480 AND THE SUPPLEMENTARY SPECIFICATIONS IN THE CITY OF KELOWNA BYLAW 7900 (PART 6, SCHEDULE 5).
- THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS, REGULATIONS, AND BYLAWS OF THE WATER PURVEYOR.
- THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH AN APPROVED BACKFLOW PREVENTION DEVICE, WATER METER, AND SHUT OFF VALVE LOCATED OUTSIDE THE BUILDING ACCESSIBLE TO THE CITY.
- AN APPROVED SMART CONTROLLER SHALL BE INSTALLED. THE IRRIGATION SCHEDULING TIMES SHALL UTILIZE A MAXIMUM ET VALUE OF 7" / MONTH (KELOWNA JULY ET), TAKING INTO CONSIDERATION SOIL TYPE, SLOPE, AND MICROCLIMATE.
- DRIP LINE AND EMITTERS SHALL INCORPORATE TECHNOLOGY TO LIMIT ROOT INTRUSION.
- IRRIGATION SLEEVES SHALL BE INSTALLED TO ROUTE IRRIGATION LINES UNDER HARD SURFACES AND FEATURES.
- IRRIGATION PIPE SHALL BE SIZED TO ALLOW FOR A MAXIMUM FLOW OF 1.5m / SEC.
- A FLOW SENSOR AND MASTER VALVE SHALL BE CONNECTED TO THE CONTROLLER AND PROGRAMMED TO STOP FLOW TO THE SYSTEM IN CASE OF AN IRRIGATION WATER LEAK.



OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

303-590 KLO Road
Kelowna, BC V1Y 7S2
T (250) 868-9270
www.outlanddesign.ca



PROJECT TITLE

MISSION CREEK LANDING
3081 HALL ROAD

Kelowna, BC

DRAWING TITLE

**WATER CONSERVATION /
IRRIGATION PLAN**

ISSUED FOR / REVISION

1	21.05.10	Review
2	21.05.13	Review
3		
4		
5		

PROJECT NO 21-043

DESIGN BY KM

DRAWN BY IK

CHECKED BY FB

DATE MAY. 13, 2021

SCALE 1:400

PAGE SIZE 24x36"

SEAL



DRAWING NUMBER

L 2/2

ISSUED FOR REVIEW ONLY

Copyright Reserved. This drawing is the property of Outland Design Landscape Architecture Limited and shall not be reproduced, resold, or tendered without permission.

IRRIGATION LEGEND

	ZONE #1: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 211 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 56 cu.m.		ZONE #5: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 153 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 41 cu.m.		ZONE #9: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 200 sq.m. MICROCLIMATE: NORTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 53 cu.m.		ZONE #13: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 135 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 36 cu.m.		ZONE #17: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 149 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 40 cu.m.		ZONE #21: LOW VOLUME POP-IP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 52 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 47 cu.m.
	ZONE #2: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 225 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 60 cu.m.		ZONE #6: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 175 sq.m. MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 47 cu.m.		ZONE #10: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 174 sq.m. MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 46 cu.m.		ZONE #14: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 104 sq.m. MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 28 cu.m.		ZONE #18: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 72 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 19 cu.m.		
	ZONE #3: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 183 sq.m. MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 49 cu.m.		ZONE #7: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 192 sq.m. MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 51 cu.m.		ZONE #11: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 194 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 52 cu.m.		ZONE #15: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 115 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 31 cu.m.		ZONE #19: LOW VOLUME POP-IP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 43 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 37 cu.m.		
	ZONE #4: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 193 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 51 cu.m.		ZONE #8: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 132 sq.m. MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 35 cu.m.		ZONE #12: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 155 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 41 cu.m.		ZONE #16: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 108 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 29 cu.m.		ZONE #20: LOW VOLUME POP-IP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 82 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 70 cu.m.		

FORM & CHARACTER – DEVELOPMENT PERMIT GUIDELINES

Consideration has been given to the following guidelines as identified in Chapter 18 of the City of Kelowna 2040 Official Community Plan:

SECTION 7.0 INSTITUTIONAL						
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE (1 is least complying & 5 is highly complying)	N/A	1	2	3	4	5
6.1 General Guidelines						
6.1.1 General Guidelines	N/A	1	2	3	4	5
a. Design institutional buildings to respond to the Design Foundations and General Guidelines while respecting the need for functional (e.g. access or parking) or site-specific design solutions.					✓	
b. Key institutional buildings may incorporate landmark or emblematic design features, such as prominent vertical elements, significant corner treatments, and entry plazas or large extensions of the public realm.					✓	
c. In large-scale projects, demonstrate variety in massing and materiality.						✓
d. Design buildings such that their form and architectural character reflect the building's internal function and use (e.g. a school, a hospital, a museum).						✓

FORM & CHARACTER – DEVELOPMENT PERMIT GUIDELINES

Chapter 2 - The Design Foundations : apply to all projects and provide the overarching principles for supporting creativity, innovation and design excellence in Kelowna.

- Facilitate Active Mobility
- Use Placemaking to Strengthen Neighbourhood Identity
- Create Lively and Attractive Streets & Public Spaces
- Design Buildings to the Human Scale
- Strive for Design Excellence

The General Residential and Mixed Use Guidelines : provide the key guidelines that all residential and mixed use projects should strive to achieve to support the Design Foundations.

- The General Guidelines are supplement by typology-specific guidelines (e.g., Townhouses & Infill on page 18-19, High-Rise Residential and Mixed-Use on page 18-42), which provide additional guidance about form and character.

Chapter 2 - Design Foundations

Apply To All Projects

Page 18-8

Section 2.1 - General Residential and Mixed Use Design Guidelines

Page 18-9

Section 2.2 - Achieving High Performance

Page 18-17

Chapter 3
Townhouses & Infill

Page 18-19

Chapter 4
Low & Mid-Rise
Residential &
Mixed Use

Page 18-34

Chapter 5
High-Rise
Residential &
Mixed Use

Page 18-42

***Note:** Refer to the Design Foundations and the Guidelines associated with the specific building typology.

FORM & CHARACTER - DEVELOPMENT PERMIT GUIDELINES

Consideration has been given to the following guidelines as identified in Chapter 18 of the City of Kelowna 2040 Official Community Plan:

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE <i>(1 is least complying & 5 is highly complying)</i>	N/A	1	2	3	4	5
CHAPTER 4.0: LOW & MID-RISE RESIDENTIAL & MIXED USE						
4.1 Guidelines						
4.1.1 Relationship to the Street						
Lobby area and main building entrance is clearly visible from the fronting street and sidewalk.					✓	
Wherever possible, blank walls at grade are not encouraged.						✓
Enclosed parking garages are located away from street frontages or public open space.	✓					
Ground oriented units with entries or glazing have been provided to avoid the blank/dead frontage along the street.					✓	
When unavoidable, blank walls have been screened with landscaping or have been incorporated with a patio/café or special materials have been provided to make them visually interesting.	✓					
Commercial & Mixed-use Buildings						
Proposed built form has a continuous active and transparent retail frontage at grade and provides a visual connection between the public and private realm.	✓					
Buildings have been sited using a common 'build to' line at or near the front property line to maintain a continuous street frontage. Some variation (1-3m maximum) can be accommodated in ground level set backs to support pedestrian and retail activity by, for example, incorporating a recessed entryway, small entry plaza, or sidewalk café.	✓					
Frequent entrances (every 15 m maximum) into commercial street frontages have been incorporated to create punctuation and rhythm along the street, visual interest, and support pedestrian activity.	✓					
Residential and Mixed-use Buildings						
Residential buildings at the ground floor have a set back between 3-5m from the property line to create a semi-private entry or transition zone to individual units and to allow for an elevated front entryway or raised patio.	✓					
A maximum 1.2m desired height (e.g., 5-6 steps) for front entryways has been provided. Where the water table requires this to be higher, in these cases, larger patio has been provided and parking has been screened with ramps, stairs, and landscaping.	✓					
Ground floor units accessible from the fronting street or public open spaces have been provided with individual entrances.	✓					

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE <i>(1 is least complying & 5 is highly complying)</i>	N/A	1	2	3	4	5
Buildings are sited and oriented so that windows and balconies are overlooking public streets, parks, walkways, and shared amenity spaces while minimizing views into private residences.	✓					
4.1.2 Scale and Massing						
Proposed residential building façade has a length of 60m (40m length is preferred).				✓		
Buildings over 40m in length are incorporating significant horizontal and vertical breaks in façade.					✓	
Commercial building facades are incorporating significant break at approximately 35m intervals.	✓					
Proposed residential building has a maximum width of 24m.						✓
4.1.3 Site Planning						
On sloping sites, building floor levels are following the natural grade and avoiding the blank wall situation.					✓	
Buildings are sited to be parallel to the street and have a distinct front-to-back orientation to public street and open spaces and to rear yards, parking, and/or interior courtyards.					✓	
Building sides that are interfacing with streets, mid-block connections, and other open spaces (building fronts) are positively framing and activating streets and open spaces and supporting pedestrian activity.				✓		
Larger buildings are broken up with mid-block connections which have public accessibility wherever possible.					✓	
Ground floors adjacent to mid block connections have entrances and windows facing the mid block connection.					✓	
4.1.4 Site Servicing, Access, and Parking						
Vehicular access is provided from the lane.	✓					
Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access is provided from the street, provided: <ul style="list-style-type: none"> Access is from a secondary street, where possible, or from the long face of the block; Impacts on pedestrians and the streetscape is minimized; and, There is no more than one curb cut per property. 					✓	
Above grade structure parking should only be provided in instances where the site or high water table does not allow for other parking forms.	✓					

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE <i>(1 is least complying & 5 is highly complying)</i>	N/A	1	2	3	4	5
When parking cannot be located underground due to the high water table and is to be provided above ground, screen the parking structure from public view as follows: <ul style="list-style-type: none"> On portions of the building that front a retail or main street, line the above ground parking with active retail frontage; On portions of the building that front onto non-retail streets, line the above ground parking with an active residential frontage, such as ground oriented townhouse units; When active frontages are not able to be accommodated, screen parking structures by using architectural or landscaped screening elements; On corner sites, screen the parking structure from public view on both fronting streets using the appropriate strategy listed above. 	✓					
Buildings with ground floor residential may integrate half-storey underground parking to a maximum of 1.2m above grade, with the following considerations: <ul style="list-style-type: none"> Semi-private spaces should be located above to soften the edge and be at a comfortable distance from street activity; and Where conditions such as the high water table do not allow for this condition, up to 2m is permitted, provided that entryways, stairs, landscaped terraces, and patios are integrated and that blank walls and barriers to accessibility are minimized. 	✓					
4.1.5 Publicly Accessible and Private Open Spaces						
Publicly accessible private spaces (e.g., private courtyards accessible and available to the public) have been integrated with public open areas to create seamless, contiguous spaces.						✓
Semi-private open spaces have been located to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.						✓
Outdoor Amenity Areas: design plazas and parks to: <ul style="list-style-type: none"> Contain 'three edges' (e.g., building frontage on three sides) where possible and be sized to accommodate a variety of activities; Be animated with active uses at the ground level; and, Be located in sunny, south facing areas. 					✓	
Internal courtyard design provides: <ul style="list-style-type: none"> amenities such as play areas, barbecues, and outdoor seating where appropriate. a balance of hardscape and softscape areas to meet the specific needs of surrounding residents and/or users. 						✓
Mid-block connections design includes active frontages, seating, and landscaping.	✓					

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE <i>(1 is least complying & 5 is highly complying)</i>	N/A	1	2	3	4	5
Rooftop Amenity Spaces						
Shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) are designed to be accessible to residents and to ensure a balance of amenity and privacy by: <ul style="list-style-type: none"> Limiting sight lines from overlooking residential units to outdoor amenity space areas through the use of pergolas or covered areas where privacy is desired; and Controlling sight lines from the outdoor amenity space into adjacent or nearby residential units. 	✓					
Reduce the heat island effect by including plants or designing a green roof, with the following considerations: <ul style="list-style-type: none"> Secure trees and tall shrubs to the roof deck; and Ensure soil depths and types are appropriate for proposed plants and ensure drainage is accommodated. 	✓					
4.1.6 Building Articulation, Features & Materials						
Articulate building facades into intervals that are a maximum of 15m wide for mixed-use buildings and 20m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance (see 2.2.1), and include: <ul style="list-style-type: none"> Façade Modulation – stepping back or extending forward a portion of the façade to create a series of intervals in the facade; Repeating window patterns at intervals that correspond to extensions and step backs (articulation) in the building facade; Providing a porch, patio, deck, or covered entry for each interval; Providing a bay window or balcony for each interval, while balancing the significant potential for heat loss through thermal bridge connections which could impact energy performance; Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval; Changing the materials with the change in building plane; and Provide a lighting fixture, trellis, tree, or other landscape feature within each interval. 					✓	
Break up the building mass by incorporating elements that define a building's base, middle and top.				✓		
Use an integrated, consistent range of materials and colors and provide variety by, for example, using accent colors.					✓	
Articulate the facade using design elements that are inherent to the building as opposed to being decorative. For example, create depth in building facades by recessing window frames or partially recessing balconies to allow shadows to add detail and variety as a byproduct of massing.					✓	

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE <i>(1 is least complying & 5 is highly complying)</i>	N/A	1	2	3	4	5
Incorporate distinct architectural treatments for corner sites and highly visible buildings such as varying the roofline (<i>See Figure 41</i>), articulating the facade, adding pedestrian space, increasing the number and size of windows, and adding awnings and canopies.					✓	
Weather Protection						
Provide weather protection (e.g. awnings, canopies, overhangs, etc.) along all commercial streets and plazas (<i>See Figure 42</i>), with particular attention to the following locations: <ul style="list-style-type: none"> • Primary building entrances, • Adjacent to bus zones and street corners where people wait for traffic lights; • Over store fronts and display windows; and • Any other areas where significant waiting or browsing by people occurs. 				✓		
Architecturally-integrate awnings, canopies, and overhangs to the building and incorporate architectural design features of buildings from which they are supported.				✓		
Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern.				✓		
Place awnings and canopies to balance weather protection with daylight penetration. Avoid continuous opaque canopies that run the full length				✓		

Kaigo - Mission Creek Landing Redevelopment

3081 Hall Road, Kelowna BC V1H 2R5

ATTACHMENT C

This forms part of application

DP21-0128

Planner
Initials

WM



PERSPECTIVE - WEST VIEW - MAIN ENTRY



PERSPECTIVE - NORTHWEST VIEW - HOUSES D&F



Kaigo - Mission Creek Landing Redevelopment
PROJECT #: 18308
ISSUED FOR DEVELOPMENT PERMIT
2021/05/14



HARDIE SHINGLE - BALTIC BLUE

HARDIE LAP SIDING - COBBLESTONE

ALUMINUM SIDING - DARK FIR

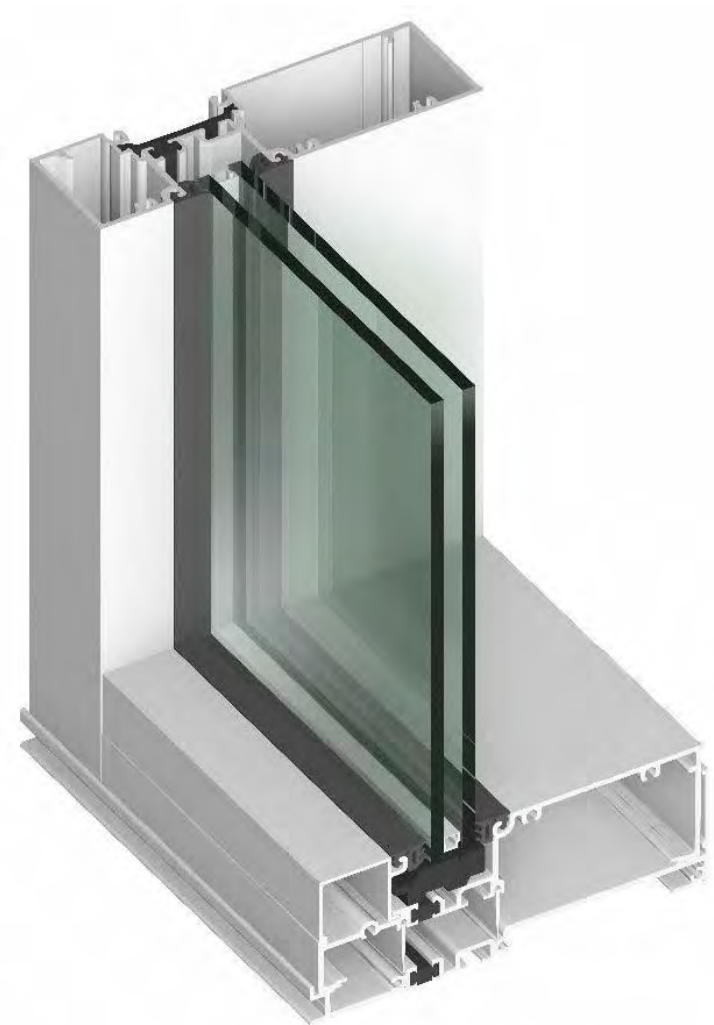
WOOD STAIN - BUTTERNUT

CAMBRIDGE SHINGLES - CHARCOAL GREY

HARDIE PANEL VERTICAL SIDING - AGED PEWTER



WINDOWS - WHITE VINYL



STOREFRONT - ANODIZED ALUMINUM



DP21-0128
3081 Hall Road
Development Permit Application

Proposal

- ▶ To consider a Development Permit for the form and character of the redevelopment and expansion of an existing long term care facility.

Development Process

March 5, 2019

Development Application Submitted



Staff Review & Circulation



n/a

Public Notification Received



June 13, 2022

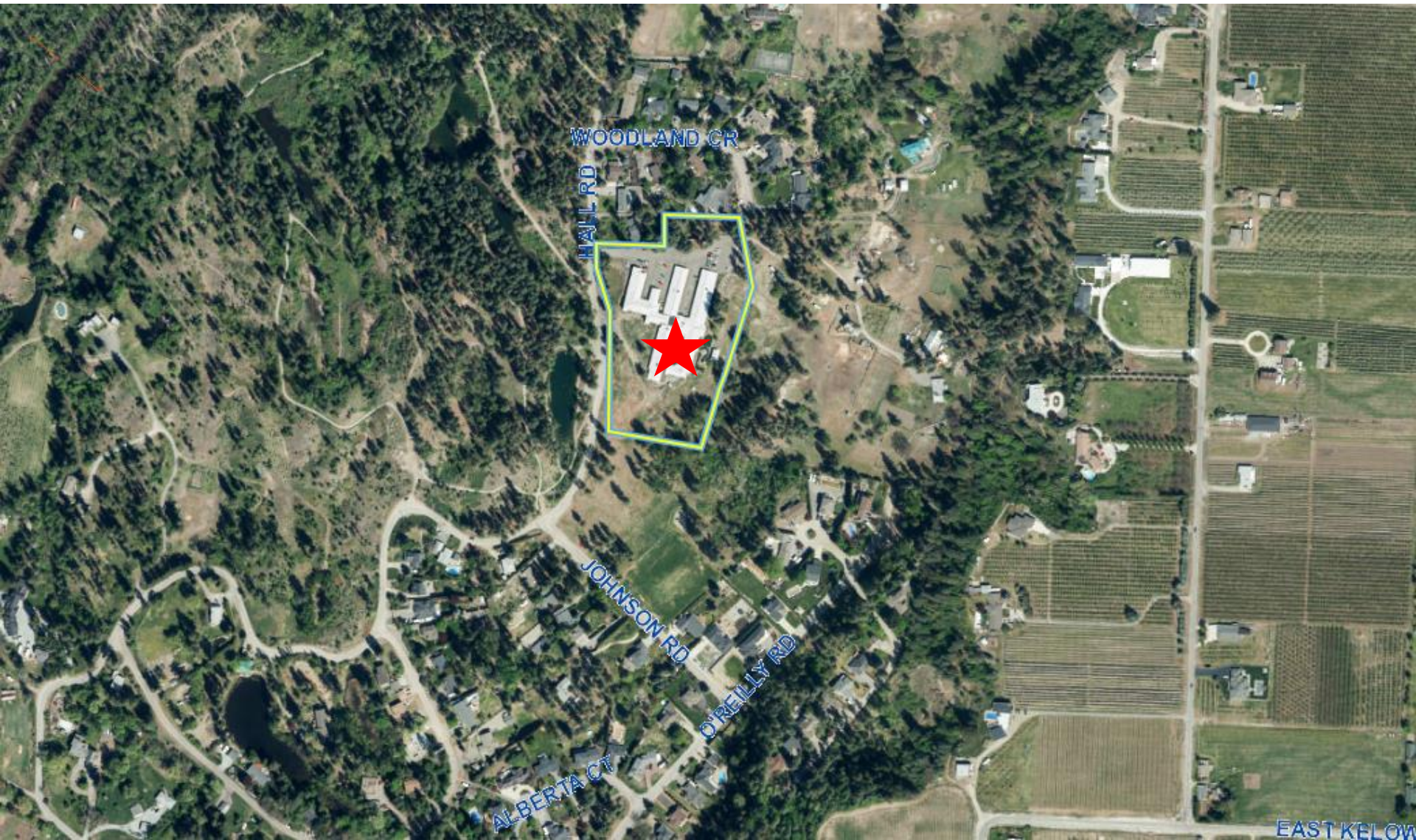
Development Permit



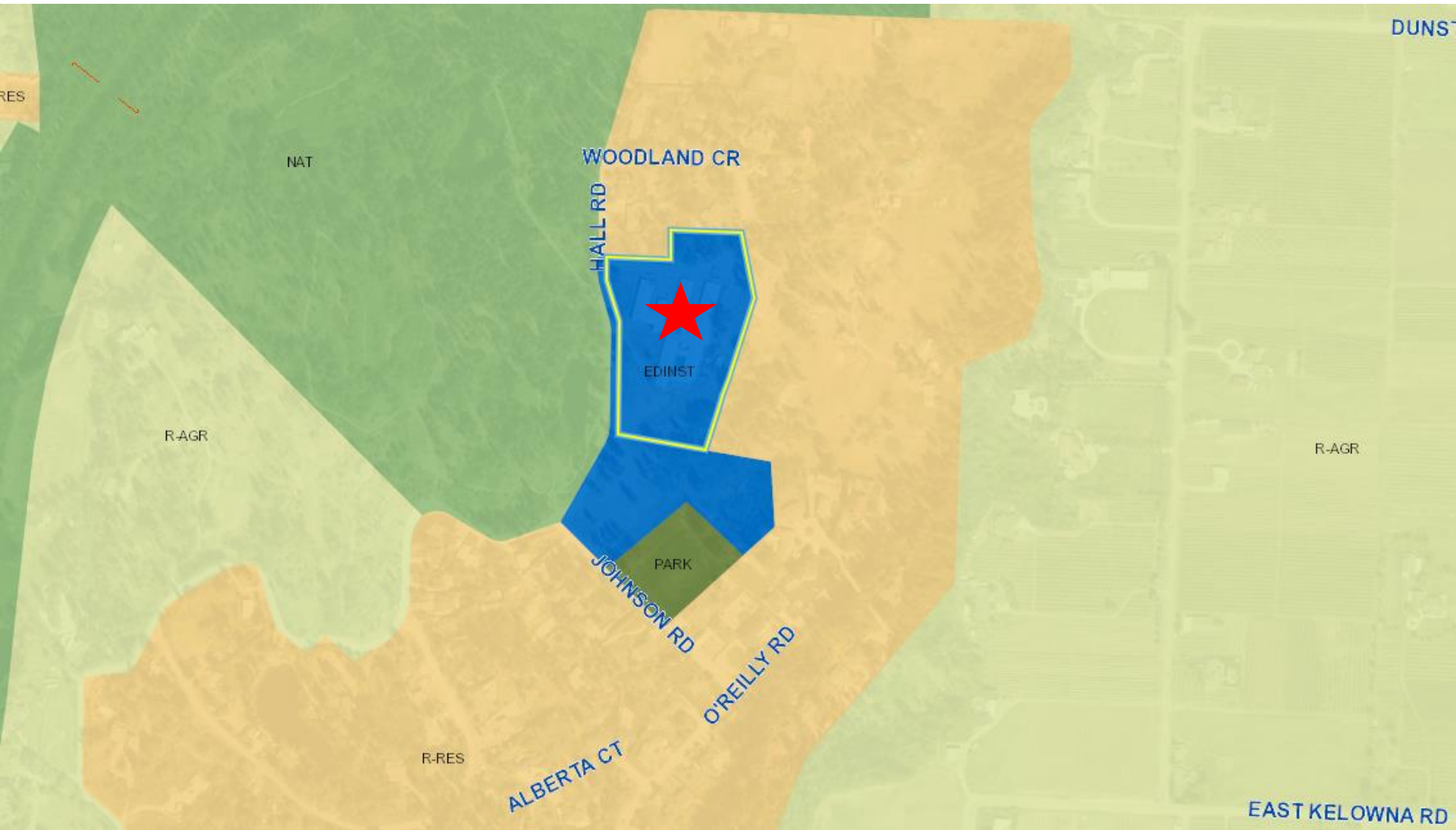
Building Permit

Council
Approvals

Context Map



OCP Future Land Use / Zoning



Subject Property Map

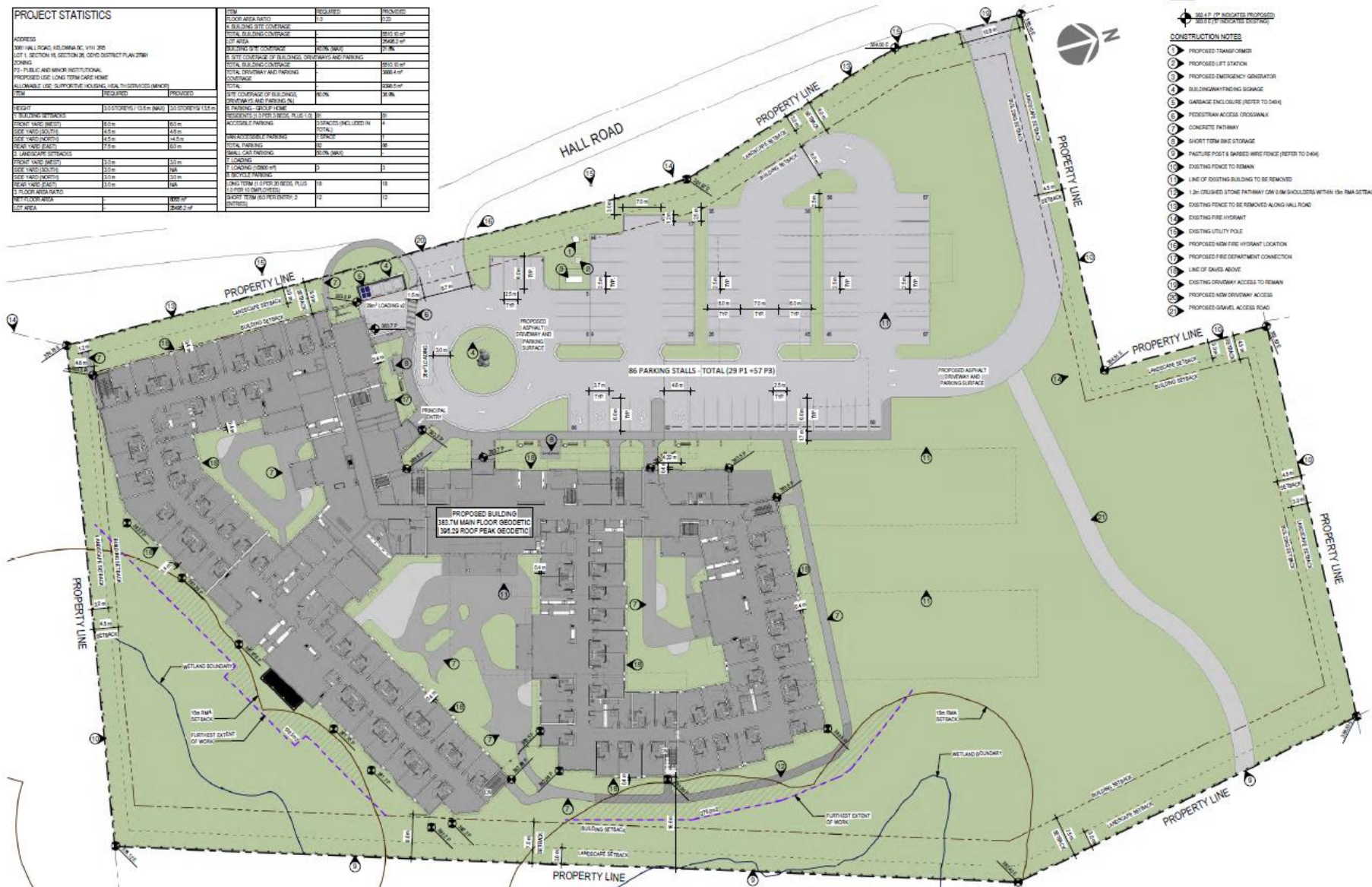


Project Details

- ▶ Property is approx. 6.3 acres in size
- ▶ Existing Mission Creek Landing, long-term care facility (102 beds)
- ▶ Property has been a long care facility for 45 years
- ▶ Proposal is the redevelopment and expansion to 242 beds
- ▶ Three construction phases to allow current residents to remain during construction

Site Plan

PROJECT STATISTICS			
		ITEM	REQUIREMENT
ADDRESS		FLOOR AREA DATA	PROPOSED
3891 HALL ROAD, KILGORE BC V1Y 2R5		1. BUILDING SITE COVERAGE	1.1
LOT 1, SECTION 16, DISTRICT 36, OYD DISTRICT PLAN 0781		2. TOTAL BUILDING COVERAGE	2.1
ZONING		3. TOTAL SITE COVERAGE	3.1
P1-PUBLIC AND MINOR INSTITUTIONAL		4. TOTAL SITE COVERAGE	4.1
PROPOSED USE: LONG TERM CARE HOME		5. TOTAL SITE COVERAGE	5.1
ALLOWABLE USE: ALTERNATIVE HOUSING, LOCAL INSTITUTIONAL MINOR		6. TOTAL SITE COVERAGE	6.1
ITEM		REQUIREMENT	PROPOSED
HEIGHT		7. MAXIMUM HEIGHT	7.1
1. BUILDING HEIGHT		8. MAXIMUM HEIGHT	8.1
2. BUILDING HEIGHT		9. MAXIMUM HEIGHT	9.1
3. BUILDING HEIGHT		10. MAXIMUM HEIGHT	10.1
4. BUILDING HEIGHT		11. MAXIMUM HEIGHT	11.1
5. BUILDING HEIGHT		12. MAXIMUM HEIGHT	12.1
6. BUILDING HEIGHT		13. MAXIMUM HEIGHT	13.1
7. BUILDING HEIGHT		14. MAXIMUM HEIGHT	14.1
8. BUILDING HEIGHT		15. MAXIMUM HEIGHT	15.1
9. BUILDING HEIGHT		16. MAXIMUM HEIGHT	16.1
10. BUILDING HEIGHT		17. MAXIMUM HEIGHT	17.1
11. BUILDING HEIGHT		18. MAXIMUM HEIGHT	18.1
12. BUILDING HEIGHT		19. MAXIMUM HEIGHT	19.1
13. BUILDING HEIGHT		20. MAXIMUM HEIGHT	20.1
14. BUILDING HEIGHT		21. MAXIMUM HEIGHT	21.1
15. BUILDING HEIGHT		22. MAXIMUM HEIGHT	22.1
16. BUILDING HEIGHT		23. MAXIMUM HEIGHT	23.1
17. BUILDING HEIGHT		24. MAXIMUM HEIGHT	24.1
18. BUILDING HEIGHT		25. MAXIMUM HEIGHT	25.1
19. BUILDING HEIGHT		26. MAXIMUM HEIGHT	26.1
20. BUILDING HEIGHT		27. MAXIMUM HEIGHT	27.1
21. BUILDING HEIGHT		28. MAXIMUM HEIGHT	28.1
22. BUILDING HEIGHT		29. MAXIMUM HEIGHT	29.1
23. BUILDING HEIGHT		30. MAXIMUM HEIGHT	30.1
24. BUILDING HEIGHT		31. MAXIMUM HEIGHT	31.1
25. BUILDING HEIGHT		32. MAXIMUM HEIGHT	32.1
26. BUILDING HEIGHT		33. MAXIMUM HEIGHT	33.1
27. BUILDING HEIGHT		34. MAXIMUM HEIGHT	34.1
28. BUILDING HEIGHT		35. MAXIMUM HEIGHT	35.1
29. BUILDING HEIGHT		36. MAXIMUM HEIGHT	36.1
30. BUILDING HEIGHT		37. MAXIMUM HEIGHT	37.1
31. BUILDING HEIGHT		38. MAXIMUM HEIGHT	38.1
32. BUILDING HEIGHT		39. MAXIMUM HEIGHT	39.1
33. BUILDING HEIGHT		40. MAXIMUM HEIGHT	40.1
34. BUILDING HEIGHT		41. MAXIMUM HEIGHT	41.1
35. BUILDING HEIGHT		42. MAXIMUM HEIGHT	42.1
36. BUILDING HEIGHT		43. MAXIMUM HEIGHT	43.1
37. BUILDING HEIGHT		44. MAXIMUM HEIGHT	44.1
38. BUILDING HEIGHT		45. MAXIMUM HEIGHT	45.1
39. BUILDING HEIGHT		46. MAXIMUM HEIGHT	46.1
40. BUILDING HEIGHT		47. MAXIMUM HEIGHT	47.1
41. BUILDING HEIGHT		48. MAXIMUM HEIGHT	48.1
42. BUILDING HEIGHT		49. MAXIMUM HEIGHT	49.1
43. BUILDING HEIGHT		50. MAXIMUM HEIGHT	50.1
44. BUILDING HEIGHT		51. MAXIMUM HEIGHT	51.1
45. BUILDING HEIGHT		52. MAXIMUM HEIGHT	52.1
46. BUILDING HEIGHT		53. MAXIMUM HEIGHT	53.1
47. BUILDING HEIGHT		54. MAXIMUM HEIGHT	54.1
48. BUILDING HEIGHT		55. MAXIMUM HEIGHT	55.1
49. BUILDING HEIGHT		56. MAXIMUM HEIGHT	56.1
50. BUILDING HEIGHT		57. MAXIMUM HEIGHT	57.1
51. BUILDING HEIGHT		58. MAXIMUM HEIGHT	58.1
52. BUILDING HEIGHT		59. MAXIMUM HEIGHT	59.1
53. BUILDING HEIGHT		60. MAXIMUM HEIGHT	60.1
54. BUILDING HEIGHT		61. MAXIMUM HEIGHT	61.1
55. BUILDING HEIGHT		62. MAXIMUM HEIGHT	62.1
56. BUILDING HEIGHT		63. MAXIMUM HEIGHT	63.1
57. BUILDING HEIGHT		64. MAXIMUM HEIGHT	64.1
58. BUILDING HEIGHT		65. MAXIMUM HEIGHT	65.1
59. BUILDING HEIGHT		66. MAXIMUM HEIGHT	66.1
60. BUILDING HEIGHT		67. MAXIMUM HEIGHT	67.1
61. BUILDING HEIGHT		68. MAXIMUM HEIGHT	68.1
62. BUILDING HEIGHT		69. MAXIMUM HEIGHT	69.1
63. BUILDING HEIGHT		70. MAXIMUM HEIGHT	70.1
64. BUILDING HEIGHT		71. MAXIMUM HEIGHT	71.1
65. BUILDING HEIGHT		72. MAXIMUM HEIGHT	72.1
66. BUILDING HEIGHT		73. MAXIMUM HEIGHT	73.1
67. BUILDING HEIGHT		74. MAXIMUM HEIGHT	74.1
68. BUILDING HEIGHT		75. MAXIMUM HEIGHT	75.1
69. BUILDING HEIGHT		76. MAXIMUM HEIGHT	76.1
70. BUILDING HEIGHT		77. MAXIMUM HEIGHT	77.1
71. BUILDING HEIGHT		78. MAXIMUM HEIGHT	78.1
72. BUILDING HEIGHT		79. MAXIMUM HEIGHT	79.1
73. BUILDING HEIGHT		80. MAXIMUM HEIGHT	80.1
74. BUILDING HEIGHT		81. MAXIMUM HEIGHT	81.1
75. BUILDING HEIGHT		82. MAXIMUM HEIGHT	82.1
76. BUILDING HEIGHT		83. MAXIMUM HEIGHT	83.1
77. BUILDING HEIGHT		84. MAXIMUM HEIGHT	84.1
78. BUILDING HEIGHT		85. MAXIMUM HEIGHT	85.1
79. BUILDING HEIGHT		86. MAXIMUM HEIGHT	86.1
80. BUILDING HEIGHT		87. MAXIMUM HEIGHT	87.1
81. BUILDING HEIGHT		88. MAXIMUM HEIGHT	88.1
82. BUILDING HEIGHT		89. MAXIMUM HEIGHT	89.1
83. BUILDING HEIGHT		90. MAXIMUM HEIGHT	90.1
84. BUILDING HEIGHT		91. MAXIMUM HEIGHT	91.1
85. BUILDING HEIGHT		92. MAXIMUM HEIGHT	92.1
86. BUILDING HEIGHT		93. MAXIMUM HEIGHT	93.1
87. BUILDING HEIGHT		94. MAXIMUM HEIGHT	94.1
88. BUILDING HEIGHT		95. MAXIMUM HEIGHT	95.1
89. BUILDING HEIGHT		96. MAXIMUM HEIGHT	96.1
90. BUILDING HEIGHT		97. MAXIMUM HEIGHT	97.1
91. BUILDING HEIGHT		98. MAXIMUM HEIGHT	98.1
92. BUILDING HEIGHT		99. MAXIMUM HEIGHT	99.1
93. BUILDING HEIGHT		100. MAXIMUM HEIGHT	100.1



- LEGEND**
- 1. 300 x 150 mm (12" x 6") INDICATED PROPOSED
 - 2. 300 x 150 mm (12" x 6") INDICATED EXISTING
- CONSTRUCTION NOTES**
- 1. PROPOSED TRANSFORMER
 - 2. PROPOSED LIFT STATION
 - 3. PROPOSED EMERGENCY GENERATOR
 - 4. BUILDING WARNING SIGNAGE
 - 5. GARBAGE ENCLOSURE (REFER TO 0404)
 - 6. PEDESTRIAN ACCESS CROSSWALK
 - 7. CONCRETE FENCE
 - 8. SHORT TERM BUNK STORAGE
 - 9. FENCE POST & BARBED WIRE FENCE (REFER TO 0404)
 - 10. EXISTING FENCE TO REMAIN
 - 11. LINE OF EXISTING BUILDING TO BE REMOVED
 - 12. 1.2m CRUSHED STONE PATHWAY ON 3.0m SHOULDER WITHIN 15m TMA SETBACK
 - 13. EXISTING FENCE TO BE REMOVED ALONG HALL ROAD
 - 14. EXISTING FIRE HYDRANT
 - 15. EXISTING UTILITY POLE
 - 16. PROPOSED NEW FIRE HYDRANT LOCATION
 - 17. PROPOSED FIRE DEPARTMENT CONNECTION
 - 18. LINE OF DRAIN ABOVE
 - 19. EXISTING DRIVEWAY ACCESS TO REMAIN
 - 20. PROPOSED NEW DRIVEWAY ACCESS
 - 21. PROPOSED DRIVEWAY ACCESS ROAD

Renderings



PERSPECTIVE - WEST VIEW - MAIN ENTRY

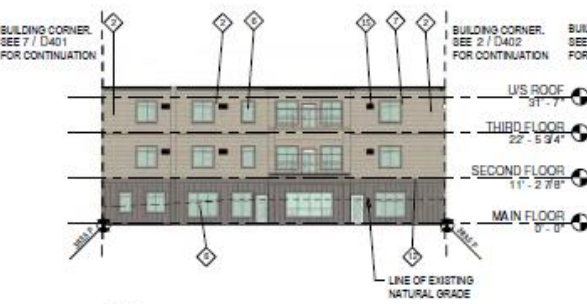


PERSPECTIVE - NORTHWEST VIEW - HOUSES D&F

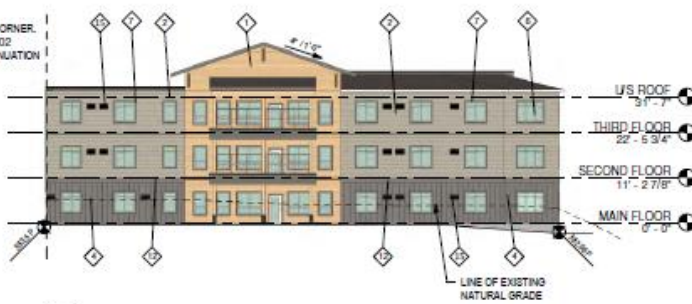
Elevations



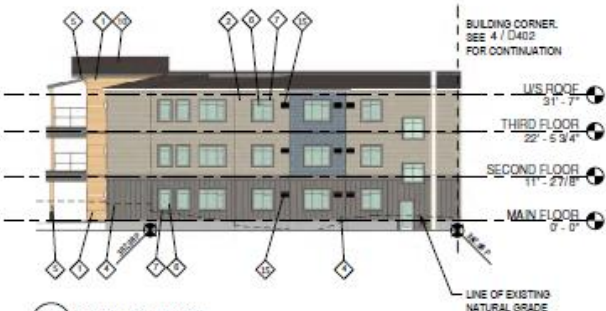
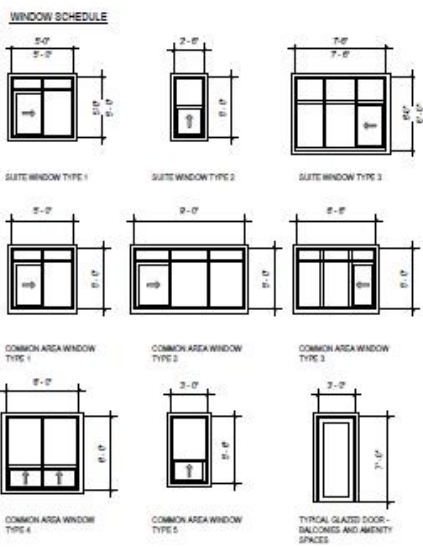
Elevations



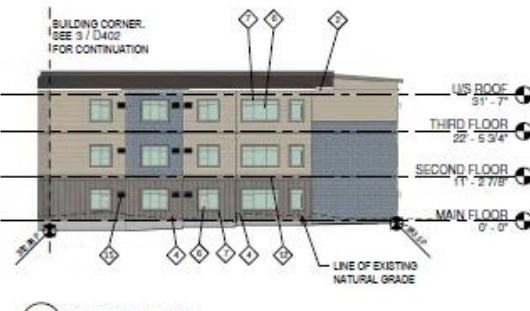
1 PHASE 2 - OPEN COURTYARD EAST ELEVATION
SCALE 1/8" = 1'-0"



2 PHASE 2 - OPEN COURTYARD SOUTH ELEVATION
SCALE 1/8" = 1'-0"



3 PHASE 2 - EAST ELEVATION
SCALE 1/8" = 1'-0"



4 PHASE 3 - EAST ELEVATION
SCALE 1/8" = 1'-0"



5 PHASE 3 - NORTH ELEVATION
SCALE 1/8" = 1'-0"



6 PHASE 2 / 3 - WEST ELEVATION
SCALE 1/8" = 1'-0"

Material Pallet



HARDIE SHINGLES - SALTIC BLUE

HARDIE LAP SIDING - COBBLESTONE

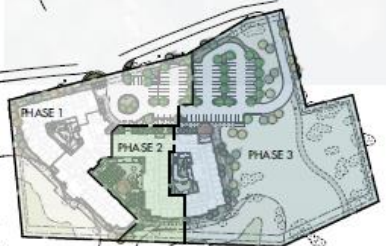
ALUMINUM SIDING - DARK TEAL

WOOD SIDING - BUTTERNUT

CAMBRIDGE SHINGLES - CHARCOAL GREY

HARDIE PANEL VERTICAL SIDING - AGED PEWTER





1. PLANT MATERIALS AND CONSTRUCTION METHODS SHALL MEET OR EXCEED CLASS STANDARD.

2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TINED UNDERGROUND IRRIGATION SYSTEM.

3. TREE AND SHRUB SPECIES TO BE PLANTED IN A MINIMUM 75 mm (3 inch) MUSHY DO NOT PLACE WOODS AND UNDERLIEF AND TREE AND SHRUB SPECIES.

4. TREE AND SHRUB SPECIES TO RECEIVE A MINIMUM 300 mm (12 in) TOP SOIL. RATES.

5. TREE AREAS FROM 300 MILES SHALL 1. GRADE GRAVITY FROM CERTIFIED SEED OF IMPROVED CULTIVARS RECOMMENDED FOR GERMANY & CANADA. SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 150 mm (6 in) DEPTH OF DRAINAGE AND IRRIGATION REQUIRED. REPAIR AREAS. TREE AREAS SHALL MEET EXISTING CONDITIONS AND HARD SURFACES RUSH.

6. THE GRADING AND DRAINAGE WILL INSURE THAT ALL STRUCTURES HAVE POSITIVE DRAINAGE AND THAT NO WATER OVERFLOW INTERFERES WILL BE DRAINAGE FROM THE LOT ON TO ADJACENT LOT, COMMON OR RELATIVE PROPERTIES.

7. HYDROSEEDING DRYLAND SEED AREAS

DRYLAND SEED MIXTURE	BY WEIGHT PERCENT
BLUE BUNCH WHEAT GRASS	45% 22%
BONNIE PUEBLO	20% 10%
GRASS PUEBLO	10% 5%
REDHILL PUEBLO	10% 5%
SANDBERG BLUEGRASS	5% 12%
ARIZONA GRASS	5% 12%
CHAPARRAL BLUEGRASS	1% 1%

HYDROSEEDING APPLICATION RATE

NATIVE SEED	DRYLAND SEED MIXTURE	125KG/HECTARE
RESTIOLITE	18-19-12	50% SUFFICIENT COATED AREA
CAUTION	18-19-12	50% SUFFICIENT COATED AREA
CAUTION	18-19-12	50% SUFFICIENT COATED AREA

[illegible]

Development Policy

► Future Land Use and Development

- The OCP has the Hall Road neighbourhood designated as a Long Term (5-10 years) priority for the development of a neighbourhood plan
- Map 16.1 – Special Planning Study Areas

Objective 8.4 Stop urban sprawl in Rural Lands	
Policy 8.4.4 Consideration of Serviced Areas	Complete a comprehensive neighbourhood planning process before considering additional development potential in residential neighbourhoods in Rural Lands that are being considered for urban utility servicing due to public health issues or for the protection of natural assets (e.g. Hall Road).
	<i>The proposal is a redevelopment of an existing long term care facility. The expansion of the institutional use and extension of utility services is not intended to signal the neighbourhood for further redevelopment until a comprehensive planning process has been completed.</i>

Staff Recommendation

- ▶ Development Planning Staff recommend **support** for the proposed Development Permit:
 - ▶ Meets the goals and objectives of the Official Community Plan and overall objectives of institutional development
 - ▶ Provides needed long-term care beds and allows the facility to meet the Community Care and Assisted Living Act



Conclusion of Staff Remarks

CITY OF KELOWNA
BYLAW NO. 12326
Z21-0062 – 1310 St Paul Street

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 12 District Lot 139, ODYD, Plan 645 located on St Paul Street, Kelowna, BC from the I2 – General Industrial zone to the C7rcs – Central Business Commercial (Retail Cannabis Sales) zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 7th day of February, 2022.

Considered at a Public Hearing on the 1st day of March, 2022.

Read a second and third time by the Municipal Council this 1st day of March, 2022.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: June 13, 2022
To: Council
From: City Manager
Subject: CleanBC Communities Fund – Grant Application
Department: Building Services

Recommendation:

THAT Council receives for information, the report from Building Services dated June 13, 2022, with respect to the Application for funding from CleanBC Communities Fund Intake 3, towards the H2O Adventure + Fitness Centre Energy Modernization Project;

AND THAT Council authorizes staff to apply for a CleanBC Grant - H2O Adventure + Fitness Centre Energy Modernization Project, as outlined in this report;

AND THAT Council commits to contributing up to \$894,788, the City's cost-share of eligible costs from the following funding sources:

- \$65,737 from Parking Reserve (R605)
- \$414,525.50 from H2o Reserve (R068)
- \$414,525.50 from Energy Management Reserve (R011)

AND THAT the Financial Plan be amended to include the grant and reserve funding if the application is successful.

AND THAT Council commits to cover any unexpected ineligible costs and project overruns.

Purpose:

To consider staff's recommendation to apply for the third program intake of the CleanBC Communities Fund.

Background:

As part of the federal government's Investing in Canada Infrastructure Program, the Government of Canada and the Province of BC committed up to \$134 million towards a third intake of the Green

Infrastructure – CleanBC Communities Fund. This grant is to support cost-sharing of infrastructure projects to put BC on the path to a cleaner, better future with a low-carbon economy.

The H2O Adventure + Fitness Centre (H2O) is Kelowna’s world-class aquatics, recreation, and health and fitness facility. The facility includes an Olympic 50-meter pool, wave pool, river run, hot tubs, water park, fitness floor, and fitness facility. The nearly 79,000 ft² regional facility provides access to amenities and activities for approximately 220,000 residents of the Central Okanagan annually.

Discussion:

This comprehensive energy modernization project has three key components:

1. To increase energy efficiency and reduce natural gas consumption in the H2O Adventure + Fitness Centre by approximately 14,230 GJ/year and reduce greenhouse gas (GHG) emissions by 700 tonnes annually, through the implementation of facility upgrades identified in a recently updated Energy Study.
2. To generate renewable energy through the installation of a rooftop solar photovoltaic (PV) system, which will be capable of generating up to 130,000 kWh of electricity.
3. To install 10 strategically located publicly accessible Level 2 EV charger heads, with sufficient electrical infrastructure to support up to 24 Level 2 charger heads, increasing regional access to clean energy transportation.

In total, the total gross project cost for this work is estimated at \$3,408,014. With the recommended funding breakdown as follows:

- \$2,460,248 in grant funding
- \$52,978 in in-kind cost (staff time over the life of the project)
- \$894,788 in reserve contribution

Conclusion:

The purpose of this project is to modernize the H2O from an energy perspective and to greatly reduce both the City’s and the facilities’ GHG emissions. This is being accomplished all while providing long term benefits to the City of Kelowna and its residents through asset renewal and reliability, lower energy costs, improved levels of occupant comfort, and long term GHG reductions.

Internal Circulation:

Divisional Director, Partnership & Investments
Building Services Manager
Grants & Special Projects Manager
Grants and Special Projects Coordinator
Community Energy Specialist
Parking Services Manager
Financial Services Supervisor
Financial Analyst
Financial Planning Manager

Considerations applicable to this report:

Financial/Budgetary Considerations:

The total project cost for the H2O Energy Modernization project is estimated to be \$3,355,036 not including in-kind staff costs. If successful, the CleanBC Communities will award 73.33% of the total project cost, with the remaining \$894,788.00 to be covered by the City. It is proposed that the City's portion be funded through Reserves R605, R068, and R011.

Considerations not applicable to this report:

Legal/Statutory Authority

Legal/Statutory Procedural Requirements

Existing Policy

External Agency/Public Comments

Communications Comments

Submitted by: R.Baines, Energy Manager

Approved for inclusion:



[SP]

cc:

Report to Council



Date: June 13, 2022

To: Council

From: City Manager

Subject: Non-Market Lease Agreement – Central Okanagan Small Boat Association

Department: Real Estate

Recommendation:

That Council approve the City entering into a five (5) year non-market lease agreement with the Central Okanagan Small Boat Association as per the general terms and conditions of the agreement attached as Schedule A to the report of the Real Estate department dated May 30, 2022;

AND THAT the Property Manager, or a designate thereof, by authorized to execute all necessary documents pertaining to the non-market lease agreement with the Central Okanagan Small Boat Association.

Purpose:

To seek Council approval for a five (5) year non-market lease agreement with the Central Okanagan Small Boat Association for a portion of the city-owned property at 4220 Hobson Road.

Background:

The Central Okanagan Small Boat Association ("COSBA") is a non-profit sailing club operating out of the City's waterfront property at 4220 Hobson Avenue. Home to one of Canada's largest sailing schools, COSBA boasts one of the largest community sailing lesson programs in North America, with over 4,000 students participating in activities at the site every year. Additional services offered by COSBA include safe boating courses, race development, instructor development, regatta hosting, and other sailing-related events.

Discussion:

COSBA's existing lease agreement with the City has been in overholding since its expiration in February of 2020. Since that time, Staff have been working together with COSBA representatives to ensure the new non-market lease agreement reflects both the City's, and the non-profit organizations, best interests.

Key terms of the agreement with COSBA are summarized below.

Central Okanagan Small Boat Association Summary of Proposed Non-Market Lease Agreement	
Civic Address of Premises	Portion of 4220 Hobson Road
Commencement Date	May 1, 2022
Term	Five (5) years
Option to Renew	None
Rent	Nominal (\$1)
Permitted Use	Providing quality, inclusive programs, services and events through a wide range of sailing and other water-based activities.
Termination	Possible without cause provided 6 months' notice.

In addition to the terms above, the new agreement reflects a number of additional changes intended to ensure the City maintains best-practice standards in its contractual relationships, as managed by the City's Partnership Office. This includes:

- Periodic financial reporting requirements;
- Periodic organizational reporting requirements (statistical summary of building usage, membership numbers, etc.);
- Annual summary of maintenance and repair items; and,
- Annual summary of proposed (and completed) capital projects.

Financial/Budgetary Considerations:

Except for building insurance, all operating costs associated with the property, including property taxes (if applicable) and maintenance and repair expenses, are the responsibility of COSBA. COSBA is also required to appropriately account for and fund any capital costs associated with the building.

Existing Policy:

The proposed agreement corresponds with a number of priorities identified by Council, specifically:

- Accessible and multi-purpose amenities;
- Animated parks and public spaces.

The operational and structural constitution of COSBA aligns with *Council Policy 347 – Non-Market Leasing of Civic Lands and Buildings*. For this reason, staff are recommending a non-market lease agreement.

Conclusion:

Working together in collaboration with the City of Kelowna, COSBA successfully leverages the City-owned property at 4220 Hobson Road to promote sailing and windsurfing programs for community participants of all ages and abilities. The proposed non-market lease agreement will formalize roles and expectations between the City and COSBA regarding the use of this valuable waterfront asset over the next five years.

Internal Circulation:

D. Gatzke, Parks & Beaches Supervisor
D. Nicholas, Sport & Event Services Manager
K. Hughes, Financial Planning Manager
R. Parlane, Parks & Buildings Planning Manager
S. Kochan, Partnership Manager
S. Perry, Building Services Manager

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

External Agency/Public Comments:

Communications Comments:

Approved for inclusion: J. Säufferer, Real Estate Department Manager

Attachments:

1. Schedule A – Lease Agreement
2. Schedule B – PowerPoint Presentation

Non-Market Lease Agreement Between City of Kelowna and Central Okanagan Small Boat Association

May 2022

Table of Contents

1. BASIC TERMS, SCHEDULES, AND DEFINITIONS	4
2. GENERAL DUTIES AND OBLIGATIONS.....	4
3. TERM	4
4. USE AND OCCUPATION OF BUILDING	5
5. FEES AND EXPENSES FOR USE OF BUILDING	7
6. REPORTING OBLIGATIONS	8
7. REPAIRS, MAINTENANCE AND CHANGES TO BUILDING	10
8. ENVIRONMENTAL MATTERS	13
9. MANAGEMENT OF BUILDING AND PROVISION OF SERVICES	16
10. SOCIETY INSURANCE	18
11. INDEMNITY.....	20
12. DEFAULTS, TERMINATION AND EXPIRATION.....	21
13. GENERAL TERMS.....	22
14. INTERPRETATION	26
SCHEDULE "A" - OBJECTIVES AND OPERATING REQUIREMENTS	28
SCHEDULE "B" - LEASE, LICENSE AREA, SHARED BEACH LICENSE AND PARKING LOT LICENSE.....	30
SCHEDULE "C" - LEGAL NOTICES AND ENCUMBRANCES	31
SCHEDULE "D" - BUILDING MAINTENANCE AND OPERATIONS RESPONSIBILITY CHECKLIST	32
SCHEDULE "E" - INSURANCE CERTIFICATE.....	37

NON-MARKET LEASE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 202__

BETWEEN:

CITY OF KELOWNA, a municipality incorporated under the laws of the Province of British Columbia, having an office at 1435 Water Street, Kelowna, British Columbia, V1Y 1J4
Email address: Propertymanagement@kelowna.ca

(the "City")

AND:

CENTRAL OKANAGAN SMALL BOAT ASSOCIATION, (S-17553) a society duly registered pursuant to the Society Act of the Province of British Columbia, having its offices at 4220 Hobson Rd, Kelowna, British Columbia, V1W 1Y3
Email address: Sailhard@shaw.ca

(the "Society")

WHEREAS:

- A. The City is the registered owner in fee simple of the land in the City of Kelowna, British Columbia, legally described as:

PID: 002-884-143

Lot 1, Section 36, District Lot 167, Township 28, ODYD, Plan 35229

the ("Land") and the City owns the building located on the Land (the "Building");

- B. The City, through various plans and policies, has committed to improving community health and quality of life for the City's residents;
- C. The Society is a not-for-profit society and wishes to lease the Building and the City wishes to grant a lease of the Building to the Society, on the terms and conditions set out in this Agreement; and
- D. In accordance with section 24 and 26 of the Community Charter, the City has published notice in a newspaper of its intention to enter into this Agreement and lease the Building to the Society for less than market value.

NOW THEREFORE THIS AGREEMENT is evidence that in consideration of the mutual promises and payments provided for in this Agreement and the payment of one dollar (\$1.00) from the Society to the City and other good and valuable consideration (the receipt and sufficiency of which the City hereby acknowledges) the parties covenant and agree as follows:

1. BASIC TERMS, SCHEDULES, AND DEFINITIONS

1.1 Basic Terms

- a) Initial Term: 5 years
- Commencement Date: May 1, 2022
- b) Renewal Term (if any): No renewal
- c) Annual Base Rent: \$1
- d) Property Taxes: Society to pay unless approved under Permissive Tax Exemption Bylaw
- e) Utilities: All utilities are the Society's responsibility

1.2 Schedules

The following schedules are attached to and form part of this Agreement:

SCHEDULE	SUBJECT
A	Objectives and Operating Requirements;
B	Licence Areas
C	Legal Notations and Encumbrances
D	Building Maintenance and Operations Responsibility Checklist
E	Insurance Certificate

2. GENERAL DUTIES AND OBLIGATIONS

2.1 Society

- a) In addition to the other covenants and obligations to be performed by the Society under this Agreement, the Society covenants and agrees that it will, at all times:
- b) continue to be a society registered and in good standing in the Province of British Columbia;
- c) perform promptly and safely all its obligations under this Agreement;
- d) be just and faithful in the performance of its obligations under this Agreement and in its dealing with the City under this Agreement; and
- e) not make substantive changes to its name and/or purposes in its constitution without the express written consent of the City; such consent not to be unreasonably withheld.

3. TERM

3.1 Term

The term of this Agreement shall be for the period set out in subclause 1.1(a) beginning on the Commencement Date, and subject to earlier termination as provided (the "Term").

4. USE AND OCCUPATION OF BUILDING

4.1 Grant of Leases

The City hereby leases the Building to the Society (the "Lease") for the Term on the terms and conditions of this Agreement and for the purposes set out in this Agreement.

4.2 Grant of Licenses

The City hereby grants to the Society three non-exclusive rights and licenses to enter onto and use the Land surrounding the Building for the Term:

- a) "License Area" as outlined in Schedule B, for purposes necessarily related to the permitted use of the Premises
- b) "Shared Beach License" as outlined in Schedule A. The Society agrees to the use of the Shared Beach License as outlined Schedule A, Section 4, and
- c) "Shared Parking Lot License" as outlined in Schedule A. The Society agrees to use the Shared Parking Lot License as outlined in Schedule A, Section 5

4.3 Permitted Uses

The Society will only use and occupy the Building, License Area, Shared Beach License and Shared Parking Lot License for the purposes of providing the Objectives and Operating Requirements outlined in Schedule "A" attached to this Agreement and shall not use the Building or the License Area, Shared Beach License and Shared Parking Lot License for any other purposes unless expressly authorised in this Agreement.

4.4 Acknowledgement and Agreements of the Tenant

The Society acknowledges and agrees that:

- a) the Society leases the Building and licenses the License Area, Shared Beach License and Shared Parking Lot License on an "as is" basis and the City has not made any representations, warranties or agreements as to the environmental condition of the Building or the Land;
- b) it is the sole responsibility of the Society to satisfy itself with respect to the environmental conditions of the Building and the Land, including, without limitation, by conducting any reports, inspections, tests, investigations, studies, audits, surveys and other inquiries as the Society, in its sole discretion, considers necessary in order to satisfy itself as to the environmental condition of the Building and the Land; and
- c) the City has made no representations or warranties with respect to the Land and the Building including, without limitation, with respect to the condition or suitability of the Land and the Building for the Society's intended use; and
- d) by entering into this Agreement, it is satisfied that the Building, License Area, Shared Beach License and Shared Parking Lot License are suitable for the Society's purposes.

4.5 Cold Beverage Products – Sponsorship Agreement

The Society is aware that the City reserves the right to enter into an exclusive supplier agreement with a third party for the provision of “Cold Beverage Products” relating to the Premises and the License Area and Shared Beach License and its operations, and the Society commits that it will honour the terms of any such agreement. The Society is aware that at the time of entering into this agreement, the City has an agreement with a beverage provider.

4.6 Covenant to Operate

The Society shall ensure that, unless prevented by applicable regulatory authorities or for reasons of repair or maintenance, the Building, License Area, Shared Beach License and Shared Parking Lot License shall remain open to and accessible by the public throughout the Term, subject to the Society’s right to close the Building and License Area at the Society’s discretion in accordance with the Society’s published schedules and as the parties otherwise agree in writing.

4.7 Compliance with Laws

The Society shall carry on and conduct its activities on the Land and in, on and from the Building in compliance with any and all statutes, laws, regulations enactments, bylaws and orders from time to time in force, to comply with the terms of any charges registered against title the Land, and to obtain all required approvals and permits thereunder and not to do or omit to do anything in, on or from the Building or on or from the Land in contravention thereof. The Society shall carry on and conduct its activities in compliance with any applicable Goods and Services Tax (“GST”), Provincial Sales Tax and other taxes as the statutes, laws and regulations in force dictate.

4.8 Public Safety

The Society shall take all reasonable precautions to ensure the safety of all persons using the Building.

4.9 No Waste or Nuisance

The Society shall not:

- a) commit, suffer or permit any wilful or voluntary waste, spoil or destruction of the Building License Area, Shared Beach License or Shared Parking Lot License; or
- b) do or permit to be done anything that may be or become a nuisance or annoyance in on or from the Building, License Area, Shared Beach License, Shared Parking Lot License, or on or from the Land to the owners, occupiers or users of other parts of the Land, adjoining lands or to the public, including the accumulation of rubbish or unused personal property of any kind.

4.10 Furniture and Equipment

The Society shall provide and purchase, repair and replace, at its sole expense, all furnishings and equipment that the Society considers necessary or desirable for using the Building and the License Area for the purposes of this Agreement, without limitation, computers and licensed computer software.

4.11 Right to Inspect

The City or its authorized representative may enter the Building at all reasonable times for the purposes of inspection of the Building.

4.12 Emergency Use

The Society shall make all or part of the Building, License Area, Shared Beach License and Shared Parking Lot License available for use in the event of a community emergency, as determined by the City in accordance with applicable enactments. The City shall solely be responsible for determining whether the Building, License Area, Shared Beach License and Shared Parking Lot License can safely be used for an emergency centre at the time of the emergency, and shall:

- a) be responsible for any direct expense incurred or damage caused to the Building and the License Area as a result of such use;
- b) be responsible for any and all liabilities, costs, expenses, suits, or claims arising as a result of such use;
- c) compensate the Society for all increased operating costs incurred during such use by the City; and
- d) compensate the Society for uninsured business losses arising out of such use, provided that the Society must act reasonably in re-arranging bookings and events to minimize the extent of any business losses during such use.

4.13 Vacant Building

If directed to cease services and operations by an applicable regulatory authority for public safety reasons such as natural disaster, pandemic, or other significant public concern, the Society shall continue to maintain responsibility of the Building and endeavour to take the necessary steps to ensure the Building is kept safe. This may include, but is not limited to, routine internal and external inspections of the Building. The Society may seek direction and support from the City as required.

4.14 Access for Telecommunication Antenna Systems

Upon request from the City, the Society shall grant access to the Building, License Area, Shared Beach License and Shared Parking Lot License for the installation and maintenance of Telecommunication Antenna Systems.

5. FEES AND EXPENSES FOR USE OF BUILDING

5.1 Rent

The Society shall pay to the City:

- a) annual rent shall be for the amount set out in subclause 1.1 (c), plus any and all applicable taxes, payable on the first day of the Term and each anniversary thereafter (the "Base Rent"); and

- b) all sums of money to be paid by the Society to the City under this Agreement (the "Additional Rent"),

(collectively, the "Rent"). The Society shall pay Additional Rent monthly, plus any and all applicable taxes, within 15 days of the Society's receipt of an invoice from the City.

5.2 No Deductions

The Society shall pay the Base Rent and the Additional Rent without deduction, abatement, set-off or withholding whatsoever, despite any law or statute now or in the future to the contrary. The Society's obligation to pay the Base Rent and the Additional Rent survives the expiry or earlier termination of this Agreement.

5.3 Payment of Taxes, Utilities and other Expenses

The Society covenants and agrees with the City to pay all charges, costs, duties, expenses, rates, sums, assessments, taxes (including property taxes), telephone, electrical, gas water, sewage and garbage disposal and other utility charges and payments for work and materials in any way relating to the Building and License Area and that to the extent of any such amounts remain unpaid after they come due, such amounts shall be deemed as Additional Rent and may be collected by the City as Rent. In addition, the Society agrees to pay the City any and all applicable taxes in respect of Base Rent, Additional Rent or any other services that may be paid from time to time.

6. REPORTING OBLIGATIONS

6.1 Annual Reporting – Format & Content

By March 31 of each year during the Term, the Society will provide to the City an annual report, in the City's prescribed format, which includes (but is not limited to) the following information relating to the prior calendar year (the "Annual Report"). The City will provide to the Society the prescribed format of the Annual Report no later than January 31.

- a) Annual financial statements, approved by the Society's Board of Directors, for the most recent fiscal year end.
- b) Proof of insurance as specified in Section 10;
- c) Current year revenue and expenditure budget, as approved by the Society's Board of Directors, with actuals or forecast to March 31;
- d) Program information, in a form acceptable to the City which includes;
 - i. Statistical summary of Building usage in the prior year which may take the form of registration, bookings, rentals, events, attendance, visitation, participation, membership or a combination thereof;
 - ii. Highlights of particular achievements and successes in the prior calendar year with a focus on the impact of the Society's programs in the community;

- e) Identification of active partnerships or collaborations, and the beneficial outcomes of same;
- f) Governance and planning information which includes:
 - i. A list of the Society's directors
 - ii. An organizational chart indicating key management and staff roles and staffing levels
 - iii. Objectives for the current calendar year
- g) For the Building, provide a:
 - i. Summary of operational expenses for gas, water and electrical utility data (as applicable) indicating consumption and costs;
 - ii. List of maintenance and repair tasks carried out by the Society with costs and contractors/trades identified;
 - iii. Inspection reports as listed in Section 7.3 along with upcoming capital expenses/projects that the Society intends to undertake in the coming year;
 - iv. Inspection reports as listed in Schedule D;

The City may request, at its sole discretion, that the Society provide a public-in-attendance report to the City's Council in a prescribed format, which will reflect the reporting information listed in this section.

6.2 City Feedback on Reporting

Upon reviewing the Annual Report, in each calendar year the City may, at its sole discretion, make specific recommendations and requests to be fulfilled by the Society, which the Society shall implement within a reasonable period of time, upon receipt of such recommendations and requests. The City's feedback is intended to be constructive and offered in the spirit of learning and improvement.

6.3 Accounts

The Society shall, at all times during the Term:

- a) keep or cause to be kept true and accurate records and accounts, in accordance with generally accepted accounting principles, regarding management and operation of the Building, including without limitation:
 - i. Programs records: financial reports and records, accident and incident reports, and program registration reports, customer comments; and
 - ii. Building record: any WorkSafeBC safety inspection records, energy consumption logs, emergency lighting inspection records, annual building inspection reports, health department inspections and reports, preventative maintenance records, fire and emergency drill records or other such similar records that the Society may acquire from time to time.

- b) upon reasonable notice, permit the City, its accountants and other representatives, at the City's expense and at all reasonable times, to examine and make copies of any and all documents listed in this section, and any other documents under the control of the Society that relate to the Building and to audit the same; and
- c) upon termination or expiration of this Agreement and within the limitations of privacy legislation, surrender all building records.

7. REPAIRS, MAINTENANCE AND CHANGES TO BUILDING

7.1 Routine Maintenance and Repairs

The Society is responsible for all maintenance. The City has no responsibility to maintain or repair the facility.

7.2 Substantial Maintenance and Repairs

The Society is responsible for all maintenance. The City has no responsibility to maintain or repair the facility.

7.3 Inspections Performed by the Society

The Society covenants and agrees to conduct, at a minimum, the inspections for the Building as outlined below:

a) Electrical

The Society's electrical contractor, as defined in Section 7.4, shall act as the Field Safety Representative (FSR) and the Society shall provide the City with an annual inspection report from the FSR, as part of the annual reporting process. The report should document the observed status of the electrical system, confirmation of completed preventative maintenance, and any recommended capital repairs.

b) Plumbing

The Society shall provide an annual inspection report from a contractor, as defined in Section 7.4, documenting the observed status of the plumbing systems, confirmation of completed preventative maintenance, and any recommended capital repairs.

c) HVAC

The Society shall provide an annual inspection report from a contractor, as defined in Section 7.4, documenting the observed status of the HVAC systems, confirmation of completed preventative maintenance, and any recommended capital repairs.

d) Fire and Life Safety Inspection Reports

The Society shall provide the Fire and Life Safety inspection reports as outlined in Schedule D.

All completed inspection reports under this section must be submitted to the City upon receipt by the Society and are also required to be submitted as part of the annual reporting process.

7.4 Contractors

The Society commits to engaging maintenance and repair contractors that have been selected by the City for Electrical, Plumbing and HVAC work. The City will provide an update list of the selected contractors annually.

Other contractors must be approved by the City and:

- a) be qualified to perform such work;
- b) carry a minimum of two million dollars of commercial liability insurance; and
- c) act as the Prime Contractor for all work to be done.

7.5 Restoration Work / Non-Fire Building Emergencies

The Society agrees to contact the City regarding a building emergency, for example, but not limited to, flooding or structural concerns. A City representative can be reached by calling the non-emergency line at fire department 250-469-8577, 24 hours a day, 7 days a week.

7.6 Minimum Work Standards

The Society must ensure that any repairs or work with respect to the Building and the License Area done by or on behalf of the Society:

- a) do not affect any structural or foundation elements of the Building and the License Area;
- b) meet or exceed the standards of material and construction employed in the original construction of the Building and the License Area; and
- c) comply with all applicable laws, statutes, enactments, regulations, bylaws and orders from to time in force, including the applicable building code and bylaws of the City of Kelowna.

7.7 Annual Onsite Meeting

The Society and the City shall meet annually to conduct an inspection of each of the Building to identify items that require maintenance and future capital replacement. The Society will be responsible for any maintenance, repair and capital replacement.

7.8 Keys and Access

The Society is to provide the City access to each Building upon request within a reasonable time frame. The Society is to also provide the City with key(s) and necessary security information for the Building.

If in the City's sole opinion, the Society does not provide adequate Building access, the City reserves the right to take over the management of the keys and access to the Building. Should the City take over the management of the Building keys, the Society covenants that it will not change the locks on the building, copy the keys or hand them out. The City will maintain a record of the keys and who they have been issued to. If the locks need repair or replacement, the Society will inform the City.

7.9 Environmental Stewardship and Sustainability

The Society must strive to operate the building in an environmentally sensitive manner and implemented "green" initiatives and programs as expected by a reputable Society.

The Society covenants with the City:

- a) that the Society will co-operate with the City in the conservation of all forms of energy in the Building;
- b) that the Society will comply with all laws, bylaws, regulations and orders relating to the conservation of energy and affecting the Building; and
- c) that the Society will at its own cost comply with reasonable request and demand of the City made with a view of such energy conservation.

7.10 Energy Expense Reporting

The Society agrees to grant permission to the utility providers, ie FortisBC, to provide the City with all utility billing reporting information pertaining to the Building that is being managed by the Society under this agreement.

7.11 Society's Construction of Buildings, Structures and Other Improvements

The Society must not construct, erect or install or cause to be constructed, erected or installed any buildings, structures, improvements, extensions, installations, alterations, additions, renovations or other constructions in, on, over, under, around and to the Building or the License Area, or alter the existing state of the Building in any way, without the prior written consent of the City, which consent may be withheld for any reason at the City's sole discretion. If the City gives such consent, the Society must obtain the City's prior approval of drawings and specifications for such work, must do such work strictly in accordance with the approved drawings and specifications and must comply with any conditions the City imposes with that approval. The Society is responsible for applying for the required permits and requesting the necessary construction inspections, including the final sign off. The cost of construction and design of the improvements are solely the Society's.

7.12 Ownership of Improvements at Termination

At the expiry of the Term or earlier termination of this Agreement, any improvements, extensions, installations, alterations, renovations or additions to the Building, and the License Area, whether done by or on behalf of the Society or not, are forfeited to and become the permanent property of the City.

7.13 Builders Liens

The Society shall promptly discharge any builders' lien or other lien or claim of lien which may be filed against title to the Land relating to any improvements, work or construction that the Society undertakes on the Land and to comply at all times with the Builders Lien Act (British Columbia) in respect of any improvements, work or construction undertaken on the Land.

7.14 City's Construction of Buildings, Structures and Other Improvements

The Society acknowledges and agrees that the City may, in consultation with the Society, construct or cause to be constructed certain leasehold improvements in, on, over, under, around or to the Building ("Future Construction"), the design, construction and performance of which is in the sole discretion of the City. If the City undertakes any Future Construction, the Society:

- a) acknowledges and agrees that the Future Construction may be performed during the Term;
- b) shall grant full access to the Building to the City and its elected officials, officers, employees, contractors, agents and others for purposes relating to the Future Construction; and
- c) acknowledges and agrees that the Future Construction may result in the temporary closure, in whole or in part, of one or more of the Building and/or the License Area and may require the interruption, disruption, rescheduling or cancellation of regularly scheduled programs and services offered at the Building.

7.15 Damage or Destruction of the Building

If during the Term the Building shall be damaged or destroyed by any cause whatsoever or if a major building system in the Building fails such that in the opinion of the City one or more of the Building is rendered unfit for use by the Society, the City may or may not, in its sole discretion, repair, rebuild or replace the building system or Building. If the City chooses not to repair, rebuild or replace the building system or Building then the City will work collaboratively with the Society to review options for alternative locations. If the City and the Society cannot come to an agreement regarding an alternative location, then the City may, in its sole discretion provide three (3) months written notice to the Society that this Agreement is terminated, and the Society shall vacate all the Building as if this Agreement had expired or been terminated for cause; or

7.16 No Capital Liabilities

Despite any other provision of this Agreement, nothing in this Agreement obligates the City to make any expenditure of a capital nature and nothing in this Agreement shall be interpreted in a manner that results in the City having expressly or implicitly incurred a 'liability of a capital nature' as that phrase is used in the Municipal Liabilities Regulation, B.C. Reg. 254/2004.

8. ENVIRONMENTAL MATTERS

8.1 Definitions

In Section 8, the following terms shall have the following meanings:

- a) **"Contaminants"** means
 - i. as defined in the Environmental Management Act: any biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste and any radioactive materials, asbestos materials, urea formaldehyde, underground or above ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any

other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is now or hereafter prohibited, controlled or regulated under Environmental Laws;

- b) **"Environment"** includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill and lands submerged under water) and water (including oceans, lakes, rivers, streams, ground water and surface water);
- c) **"Environmental Laws"** means any past, present or future common laws, enactments, statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction relating in any way to the Environment, environmental protection, health, occupational health and safety, product liability or transportation of dangerous goods, including the principles of common law and equity; and
- d) **"Release"** includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal or dumping.

8.2 Society's Representations and Warranties

The Society represents and warrants to the City, and acknowledges that the City is relying on such representations and warranties in entering into this Agreement, that as of the date of this Agreement:

- a) except as disclosed to the City in writing, the Society is not, and has never been, subject to any charge, conviction, notice of defect or non-compliance, work order, pollution abatement order, remediation order or any other proceeding under any Environmental Laws; and
- b) except as disclosed to and approved in writing by the City, the Society's business at the Building, License Area, Shared Beach License, Shared Parking Lot License or the Land does not involve the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with any Contaminants.
- c) that all resolutions and other corporate prerequisites for this Agreement have been duly passed and the persons executing this Agreement on its behalf are authorized to do so.

If any of the representations and warranties contained in this section are untrue or incorrect in any material respect, the same shall constitute a breach of this Agreement by the Society and shall be subject to the provisions of Section 12 of this Agreement.

8.3 Condition of the Building

The Society acknowledges and agrees that the City has made no representations or warranties with respect to the environmental condition of the Building, License Area, Shared Beach License and Shared Parking Lot License or the Land and is leasing the Building to the Society under this Agreement on an "as is, where is" basis with respect to their environmental condition. Prior to taking possession of the Building under this Agreement, the Society has performed such investigations of the Building, the License Area and the Land as it considered appropriate and is satisfied as to their environmental condition.

8.4 Compliance with Environmental Laws and Use of Contaminants

The Society covenants and agrees with the City to:

- a) carry on and conduct its activities in, on and from the Building, License Area, Shared Beach License, Shared Parking Lot License and the Land in compliance with all Environmental Laws;
- b) not permit the storage, use, handling, manufacture, unloading, loading, treatment, disposal or introduction into the environment of any Contaminants in, on, under or from the Building, License Area, Shared Beach License, Shared Parking Lot License or the Land, except in compliance with all Environmental Laws;
- c) immediately notify the City of the occurrence of any of the following and provide the City with copies of all relevant documentation in connection therewith:
 - i. a release of Contaminants in, on or about the Building, License Area, Shared Beach License, Shared Parking Lot License, the Land or any adjacent land; or
 - ii. the receipt of any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from any person that is related to any Environmental Law;
- d) promptly provide to the City a copy of any environmental site assessment, audit, report or test results relating to the Building, License Area, Shared Beach License, Shared Parking Lot License or the Land conducted at any time by or for the Society;
- e) if the City suspects that the Society has not complied with its obligations under this section, obtain from an independent environmental consultant approved by the City an environmental site assessment, audit, report or testing of the Building, License Area, Shared Beach License or Shared Parking Lot License and conduct or cause to be conducted any additional investigations that the environmental consultant may recommend all in order to determine compliance of the Building, License Area, Shared Beach License, Shared Parking Lot License or the Land with Environmental Laws; and
- f) promptly remove any Contaminants arising from the Society's use or occupation of the Building, License Area, Shared Beach License, Shared Parking Lot License or the Land in a manner that conforms to Environmental Laws governing their removal.

8.5 Confidentiality of Environmental Reports

The Society shall maintain all environmental site investigations, assessments, audits and reports relating to the Building, License Area, Shared Beach License, Shared Parking Lot License or the Land in strict confidence and shall not disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, to the Society's professional advisers and lenders on a need to know basis or with the prior written consent of the City, which consent may be unreasonably withheld.

8.6 Authorizations

The Society shall promptly provide to the City on request such written authorizations as the City may require from time to time to make inquiries of any governmental authorities regarding the Society's compliance with Environmental Laws.

8.7 Ownership of Contaminants

Notwithstanding any rule of law to the contrary, any Contaminants or leasehold improvements or goods containing Contaminants brought onto, used at, or Released from, the Building, License Area, Shared Beach License, Shared Parking Lot License or the Land by the Society or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Society and shall not become the property of the City, notwithstanding the degree of their affixation to the Building, License Area, Shared Beach License, Shared Parking Lot License or the Land and notwithstanding the expiry or earlier termination of this Agreement. This section supersedes any other provision of this Agreement to the contrary.

8.8 Survival of Society's Obligations

The obligations of the Society under this Section 8 (including, without limitation, the Society's indemnity, its obligation to remove and remediate Contaminants and its covenant of confidentiality) shall survive the expiry or earlier termination of this Agreement.

9. MANAGEMENT OF BUILDING AND PROVISION OF SERVICES

9.1 No Discrimination

The Society acknowledges and agrees that it is in the community's best interest that recreation and community services be provided in a non-discriminatory manner. The Society hereby covenants and agrees to provide the Objectives and Operating Requirements and other services offered at the Building in accordance with the *Human Rights Code* (British Columbia).

9.2 Employee Standards

The Society shall hire, train, supervise and remunerate or cause to be hired, trained, supervised and remunerated, all employees, contractors and volunteers required for the provision of the Objectives and Operating Requirements. The Society must immediately discharge or cause to be discharged any employee, contractor or volunteer whose conduct or health is contrary to the provision of the Objectives and Operating Requirements in accordance with this Agreement or is detrimental to members of the public patronizing the Building or upon reasonable demand in writing from the City.

9.3 WorkSafe BC Coverage

The Society shall, in its use of and activities on the Building and the Land, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including Occupational Health and Safety Regulations, and, upon request from the City, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments. In addition, the Society shall be the "prime contractor" for the Building under the *Workers Compensation Act* (British Columbia) and fulfill all of the "prime

contractor's" obligations under that Act, including by ensuring that the activities of any employers, workers and other persons on the Building relating to occupational health and safety are coordinated and by doing everything that is reasonably possible to establish and maintain a process that shall ensure compliance with that Act and regulations thereunder, including the Occupational Health and Safety Regulations.

9.4 Incidental Rights

The Society may:

- a) enter into sponsorship, media or advertising agreements ("Endorsements") involving the Building or the Objectives and Operating Requirements provided that the Endorsements are:
 - i. appropriate for families and children;
 - ii. consistent with the parties' joint values of equality, accessibility, health, respect and the dignity of the individual;
 - iii. respectful of the neighbourhoods surrounding the Building and all scheduled programs and services at the Building;
 - iv. appropriate to the aesthetics of the Building; and
 - v. the Society is required to consult with the City and adhere to the requirements of Council Policy 376 – Corporate Sponsorship and Advertising and Council Policy 343 – Civic Community Facility Naming Policy, as amended from time to time, prior to entering into any naming agreement for any portion of the Building. This requirement does not apply to any interior room in any facility which was named prior to execution of this Agreement; and
- b) undertake fundraising activities at the Building for the Society's benefit only.

9.5 City Acknowledgement

The Society will acknowledge the facility and/or operating support of the City based on the following:

- a) **Building contribution:** The City's contributions to the Building or ownership of the Building as an asset will be acknowledged in the form of an external plaque or signage as determined and produced by the City. All costs associated with production and placement of external recognition signage is to be incurred by the City.
- b) **Project or program grant contribution:** Financial contributions from the City funding specific programs or projects (i.e. Project Grants) should be recognized at a consistent level with all other project or program funding contributors. This includes City recognition on any materials that are exclusively or primarily produced because of the funding that the City provides.
Example: This program/project is made possible from financial support from the City of Kelowna.

10. SOCIETY INSURANCE

10.1 Society to Provide

The Society shall procure and maintain during the Term, at its own expense and cost, the insurance policies listed in Section 10.2 of this Lease. For clarity, the insurance requirements set out in Section 10.2 are minimum requirements and are not to be interpreted in a manner that limits the Society's obligations under this Agreement and the Society shall be responsible for obtaining and maintaining such additional insurance as would a prudent tenant having similar obligations to those of the Society under the terms of this Agreement. Further, all insurance policies held pursuant to this Agreement shall contain an undertaking by the insurer to notify the City in writing not less than 30 days before any material change, cancellation, or termination.

10.2 Society's Insurance Obligations

As a minimum, the Society shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- a) Directors and Officers Liability Insurance
- b) Comprehensive General Liability Insurance
 - i. providing for an inclusive limit of not less than \$5,000,000.00 for each occurrence or accident;
 - ii. providing for all sums which the Society shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this Agreement, services and/or occupancy or any operations carried on in connection with this Agreement;
 - iii. including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability;
 - iv. including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.
- c) All risks (including flood and earthquake, as required by the City) property insurance (contents, tenant improvements, etc) in an amount equal to 100% of the full replacement cost.
 - i. insuring all property owned by the Society, or for which the Society is legally liable, or installed by or on behalf of the Society, and located within the Building including, but not limited to, fittings, installations, alterations, additions, partitions, and all other leasehold improvements;
 - ii. insuring the Society's inventory, furniture, and movable equipment to the extent that such insurance is commercially available; and

- iii. naming the City as a loss payee as the City's interest may appear.
- d) Insurance upon all plate glass in or which forms a boundary of the Building in an amount sufficient to replace all such glass.

The policy(s) set out in Section 10.2 shall contain a waiver of any subrogation rights which the Society's insurer may have against the City. The Society hereby waives its rights of subrogation against the City.

10.3 City's Insurance Obligations

The City shall maintain, through the Term, in those reasonable amounts and with those reasonable deductions that a prudent owner of a similar property would maintain, having regard to the size, age, and location:

- a) All risks insurance on the Building, License Area, Shared Beach License and Shared Parking Lot License and machinery, boilers, and equipment contained in it and owned by the City (excluding property that the Society is required to insure pursuant to this Lease);
- b) General liability insurance with respect to the City's operations at the Building; and
- c) Whatever other forms of insurance the City considers advisable.

10.4 Automobile Liability Insurance

The Society shall procure and maintain insurance policies covering all motor vehicles, owned, operated and used or to be used by the Society directly or indirectly in the performance of this agreement, services and/or occupancy. The limit of liability shall not be less than \$5,000,000.00 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

10.5 The City Named As Additional Insured

The policies required by Section 10.2 shall provide that the City is named as an "Additional Insured" thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

10.6 Society's Sub-contractors

The Society shall require each of its sub-contractors to provide comparable insurance to that set forth under Section 1 of Schedule E.

10.7 Certificates of Insurance

The Society agrees to submit Certificates of Insurance in the form attached as Schedule E for itself and all of its sub-contractors to the City prior to the commencement of this agreement, services and/or occupancy. No review or approval of any insurance certificate or insurance policy by the City derogates from or diminishes the City's rights under this Lease.

10.8 Other Insurance

After reviewing the Society's Certificates of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the Term and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the City and result in increased insurance premium, such increased premium shall be at the Society's expense.

10.9 Additional Insurance

The Society may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City. The Society shall ensure that all of its sub-contractors are informed of and comply with the City's requirements set out in this Schedule E.

10.10 Insurance Companies

All insurance, which the Society is required to obtain with respect to this Agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

10.11 Failure to Provide

If the Society fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance in the name and at the expense of the Society and the Society shall repay any and all costs expended by the City within 21 days of receipt of an invoice. For clarity, the City has no obligation to obtain any insurance required to be maintained by the Society under this Agreement.

10.12 Non-Payment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Society or any sub-contractor shall not be held to waive or release the Society or sub-contractor from any of the provisions of the Insurance Requirements or this Agreement, with respect to the liability of the Society otherwise. Any insurance deductible maintained by the Society or any sub-contractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Society as stated in Section 10.11.

11. INDEMNITY

11.1 Society Indemnity

The Society must save harmless, release and indemnify the City and its elected and appointed officials, officers, employees, agents, successors and assigns, from any and all liabilities, actions damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way directly or indirectly arising from the occupation, use, activities or actions of the Society in, on or from the Building, License Area, Shared Beach License, Shared Parking Lot License or the Land or any act or omission of the Society. The obligations of the Society under Section 11 shall survive the expiry or earlier termination of this Agreement.

12. DEFAULTS, TERMINATION AND EXPIRATION

12.1 City May Cure Default

If the Society fails to observe, comply with, keep or perform any of its covenants, agreements or obligations under this Agreement, the City may, but is not obliged to, at its discretion and without prejudice, take all steps considered necessary to rectify or cure the default and all costs of so doing, including the costs of retaining professional advisors, shall be payable immediately by the Society upon receipt of an invoice. Nothing in this Agreement obligates the City to rectify or cure any default of the Society but should the City choose to do so, the City shall not be liable to the Society for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

12.2 Termination Due to Default

If and whenever:

- a) the Society does not fully observe, perform and keep each and every term, covenant, agreement, stipulation, obligation, condition and provision of this Agreement to be observed, performed and kept by the Society, and persists in such default for 30 days after written notice by the City;
- b) the Society ceases to exist as a non-profit society in good standing in the records of the British Columbia Corporate Registry;
- c) any proceedings towards dissolution or winding up of the Society;
- d) the term or any of the goods or chattels in the Building are at any time seized or taken in execution or attachment by any creditor of the Society or under bill of sale or chattel mortgage;
- e) a writ of execution issues against the goods and chattels of the Society;
- f) the Society makes any assignment for the benefit of creditors or becomes insolvent or bankrupt;
- g) the Society is in default in the payment of Rent or any other amount payable under this Agreement and the default continues for 30 days after written notice by the City to the Society;
- h) the Building or the Land, or any part of it, is destroyed or damaged by any cause so that in the opinion of the City the Building is no longer reasonably fit for use by the Society for the purposes set out in this Agreement for any period in excess of 60 days; or
- i) the Society vacates or abandons the Building or any part of it, or uses or permits or suffers the use of the Building for any purpose other than the purposes permitted by this Agreement, and such default persists for 14 consecutive days after written notice by the City,

then the City may, in its sole discretion, terminate this Agreement and the Rent and all outstanding levies and charges shall become immediately due and payable and the Term shall immediately become forfeited and void and the Society must immediately cease all use and occupation of the Building and vacate and deliver up possession of the Building and the City may without notice or any form of legal

process and without any adherence to public law duties or procedural fairness or the principles of natural justice, forthwith re-enter the Building and take possession of the Building.

12.3 Distress

If the Rent payable by the Society are in arrears, the City or a person authorized in writing by the City may enter upon or into the Building and seize any goods or chattels and may sell the same.

12.4 Termination Without Cause

Notwithstanding the rest of this Agreement, either party may terminate this Agreement upon at least six (6) months' written notice to the other party.

12.5 Overholding

If the Society continues to occupy any or all of the Building after the expiration of the Term or the earlier termination of this Agreement, such holding over will not constitute a renewal of this Agreement. In such case, the City, at its option, may elect to treat the Society as one who has not vacated at the end of the Term and to exercise all of its remedies in that situation, or may elect to construe such holding over as a tenancy from month to month subject to all the terms and conditions of this Agreement except as to the Term. For clarity, this section does not authorize or permit the Society to overhold.

12.6 Compensation Upon Termination

The Society shall not make any claim for compensation, in damages or otherwise, upon the termination or expiry of this Agreement. If the City terminates this Agreement, the City retains the right to proceed at law against the Society for loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the City arising from the default of the Society under this Agreement.

12.7 State of Building and Land at Termination

If the Society fails to leave the Building, License Area, Shared Beach License and the Shared Parking Lot License area in a condition required by this Agreement, the City may take such action as the City deems necessary to rectify such breach on behalf of the Society and the Society must, on demand, compensate the City for all costs incurred by the City.

12.8 Remedies Cumulative

No reference to or exercise of any specific right or remedy by the City prejudices or precludes the City from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement.

13. GENERAL TERMS

13.1 Assignment and Subleasing or Sublicensing

The Society shall not assign or sub-licence the Society's interest in or rights under this Agreement in whole or in part, without the prior written consent of the City, nor may the Society charge, mortgage, or encumber or purport to charge, mortgage or encumber the Society's interest in the Building, License

Area, Shared Beach License, Shared Parking Lot License or any part of the Building, License Area, Shared Beach License, Shared Parking Lot License or this Agreement without the prior written consent of the City. The City may withhold such consents for any reason whatsoever.

13.2 Society's Representations and Warranties

The Society represents and warrants that it:

- a) is a not for profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain to its members;
- b) has the power and capacity to enter into and carry out its obligations under this Agreement; and
- c) has completed all necessary resolutions and other preconditions to the validity of this Agreement.

13.3 City's Powers Unimpaired

Nothing contained or implied in this Agreement affects or prejudices the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or its rights and powers under any enactment to the extent the same are applicable to the Land or the Building, all of which may be fully and effectively exercised in relation to the Land or the Building as if this Agreement had not been fully executed and delivered.

13.4 Freedom of Information

The parties acknowledge, agree and consent to the disclosure of this Agreement as a matter of public record and further acknowledge and agree that applicable laws may require disclosure of information provided by one party to the other pursuant to or in connection with this Agreement.

13.5 Entire Agreement

The provisions in this Agreement constitute the whole of the agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

13.6 Amendment

This Agreement may not be modified or amended except in writing signed by the City and the Society.

13.7 Enurement

This Agreement shall enure to the benefit of and be binding upon the City and the Society and their respective successors and permitted assigns, if any.

13.8 City Interests

The Society acknowledges and agrees that the City may assign, transfer, mortgage, subdivide and otherwise deal with its interests in the Building, License Area, Shared Beach License, Shared Parking Lot License, Land or any portion thereof, whether land or improvement, without the consent of the Society.

13.9 Attornment

If any person shall through the City succeed to the rights of the City under this Agreement or to ownership of the Building then, upon the request of the party succeeding to the City's rights hereunder, the Society shall attorn to and recognize the new owner(s) as the landlord of the Society under this Agreement and shall promptly execute and deliver any instrument that such party may reasonably request to evidence the attornment. In the event of any other transfer of interest of the City hereunder, upon the written request of the transferee and the City, the Society shall attorn to and recognize the transferee as the landlord of the Society under this Agreement and shall promptly execute and deliver any instrument that the transferee and the City may reasonably request to evidence the attornment provided that the transferee agrees with the Society to become the landlord hereunder and to assume the obligations of the City hereunder that are to be performed by the transferee after the transfer.

13.10 Certificates

The City and the Society agree that at any time and from time to time upon not less than thirty (30) days prior request by the other party, each will execute, acknowledge and deliver to the other a statement in writing certifying:

- a) that this Agreement is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and identifying the modifications;
- b) the dates to which the Rent and other charges or fees have been paid;
- c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular enquiries, the party who requests the statement is not in default under any provisions of this Agreement or, if in default, the particulars thereof; and
- d) any other reasonable information which is requested.

13.11 Not in Registrable Form

The Society acknowledges and agrees that the City is under no obligation to at any time to deliver this Agreement or any instrument creating this Agreement to the Society in a form registrable in the Land Title Office.

13.12 Notice

Any notice, request, direction or other communication (any of which is a "Notice") that is to be given or made by a party under this Agreement, shall be in writing, and if to the City, either delivered to an executive officer of the City or delivered or mailed (by prepaid registered mail) to the City at the address set out on page 3 of this Agreement, or if the City has given the Society Notice of another address in

Canada to which notices to the City under this Agreement are to be given, then to the last such address of which the Society has been given Notice or sent by e-mail; and if to the Society, either delivered to the Society personally (or to a partner or officer of the Society if the Society is a firm or corporation) or delivered or mailed (by prepaid registered mail) to the Society at the Building or sent by email, addressed set out on page 3 of this Agreement.

Every such Notice shall be deemed to have been given when delivered or, if mailed as aforesaid, upon the third business day after the day of mailing thereof in Canada provided that if mailed, should there be a mail strike, slowdown, or other labour dispute which might affect delivery of such notice between the time of mailing and the actual receipt of notice, then such notice shall only be effective if actually delivered. Any Notice sent by e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

13.13 Waivers

Waiver by a party of any default by the other party shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

13.14 Further Assurances

The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement.

13.15 Own Cost

The Society shall perform all of its obligations, covenants and agreements under this Agreement solely at its own cost.

13.16 Joint Venture

Nothing in this Agreement creates the relationship of principal and agent or partnership, joint venture or business enterprise or entity between the parties or gives the Society any power or authority to bind the City in any way.

13.17 Independent Contractor

The parties have entered into an arm's length contract for the provision of the services set out in this Agreement and the Society is an independent contractor, not an employee, of the City.

13.18 Legal Advice

The Society acknowledges and agrees that the City has recommended that it receive independent legal advice with respect to this Agreement, and that the City has provided the Society with adequate time to do so.

13.19 Time is of the Essence

Time is of the essence of this Agreement.

14. INTERPRETATION

14.1 Headings and Table of Contents

The division of this Agreement into sections, the insertion of headings and the provision of a table of contents are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement.

14.2 Number and Gender

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

14.3 Use of the Word "Including"

The word "including" when following any general term or statement will not be construed as limiting the general term or statement to the specific matter immediately following the word "including" or to similar matters, and the general term or statement will be construed as referring to all matters that reasonably could fall within the broadest possible scope of the general term or statement.

14.4 Governing Law

This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed exclusively by, and are to be enforced, construed and interpreted exclusively in accordance with the laws applicable and in force in British Columbia.

14.5 Severability

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

133

SCHEDULE "A" - OBJECTIVES AND OPERATING REQUIREMENTS

1) Objectives:

Through this Agreement, the City and the Society seek to achieve the following shared objectives:

- a) Provide quality, inclusive programs, services and events through a wide range of sailing and other water- based activities. Promote sport participation at all stages of the Sport for Life continuum, increase awareness and understanding of the benefits of physical activity, and reduce barriers that may inhibit participation.
- b) cost-effective, viable, and prudent long-term tenure, operation and maintenance of City-owned lands and buildings;
- c) increased leverage of City resources through development of community partnerships and diverse funding sources including donations, sponsorship, grants, and fees; and
- d) Contribute to the local sport community through the effective management of club operations, including but not limited to: governance, finances, administration, facility maintenance, and event hosting. Build community support for a sustainable business model that ensures self-sufficiency and long-term success.

2) Occupancy and Permitted Use:

The Society shall use the Premises, License Area, Shared Parking Lot License and Shared Beach Area only for the purpose of water-sport activities or such activity as may be properly authorized, in writing, by the City and to operate to the satisfaction of the City in accordance with any conditions or requirements as may from time to time be detailed by the City. It is understood that motorized boats may be used in support of non-motorized vessels and the programs, but the operation of motorized boats is not the primary purpose of the facility. The Society shall be permitted to use a portion of the Premises as a live-in caretaker suite, and this use shall be secondary to that of the water-sport / recreation centre.

3) Operating Requirements:

The Society shall operate the Premises in accordance with the following operating requirements:

1. Facility rentals shall be limited to daytime and early evening activities and the facility shall not be rented for private parties in the evening, such as wedding receptions, staff parties, one-off parties, or the like. Rentals must have vacated the Premises no later than 10:00pm.
2. Any functions at which alcoholic beverages are to be available must receive the prior approval of the City and must be licensed by the Liquor and Cannabis Licensing Branch of the Province of British Columbia. The City, in its sole discretion, may withhold approval of the function;
3. To take reasonable measures to ensure event parking does not adversely impact the neighborhood;
4. To take reasonable measures to ensure the daily activity and events associated with the Society's programs work in harmony with the neighborhood;
5. To use its best efforts to operate an attractive and efficient water sport/recreation centre which will reflect positively upon the image of the City;
6. To maintain public access and keep the foreshore open to the general public;
7. To work with the City with regards to exterior signage surrounding the property;
8. The Society is permitted to run a special event up to 3 times per year utilizing the foreshore of the Hobson Park, to the north, and will work with the City to meet all Facility Use Permit requirements

In the event that the operation of the Premises has an adverse effect of the neighborhood, the City reserves the right to impose additional operations restrictions.

4) Shared Beach License:

1. The Society is aware that the Shared Beach License is a public beach and open to the enjoyment and use of all citizens and that the Society cannot restrict access to the Shared Park License;
2. Shared Beach License is primarily for use by the general public and are not for the exclusive use by the Society. Long term placement of equipment or the maintenance of sailing craft is not permitted in Shared Beach License.
3. In addition to the use the License Area, the Society may use Shared Beach License as shown on Schedule A for pre-approved signature events and other short-term activities as listed below:
 - a. educational activities and programs carried out by the Society;
 - b. weekly events such as sailing competitions;
 - c. dry land training;
 - d. rigging of sailing craft; and
 - e. launching and landing of sailing craft.

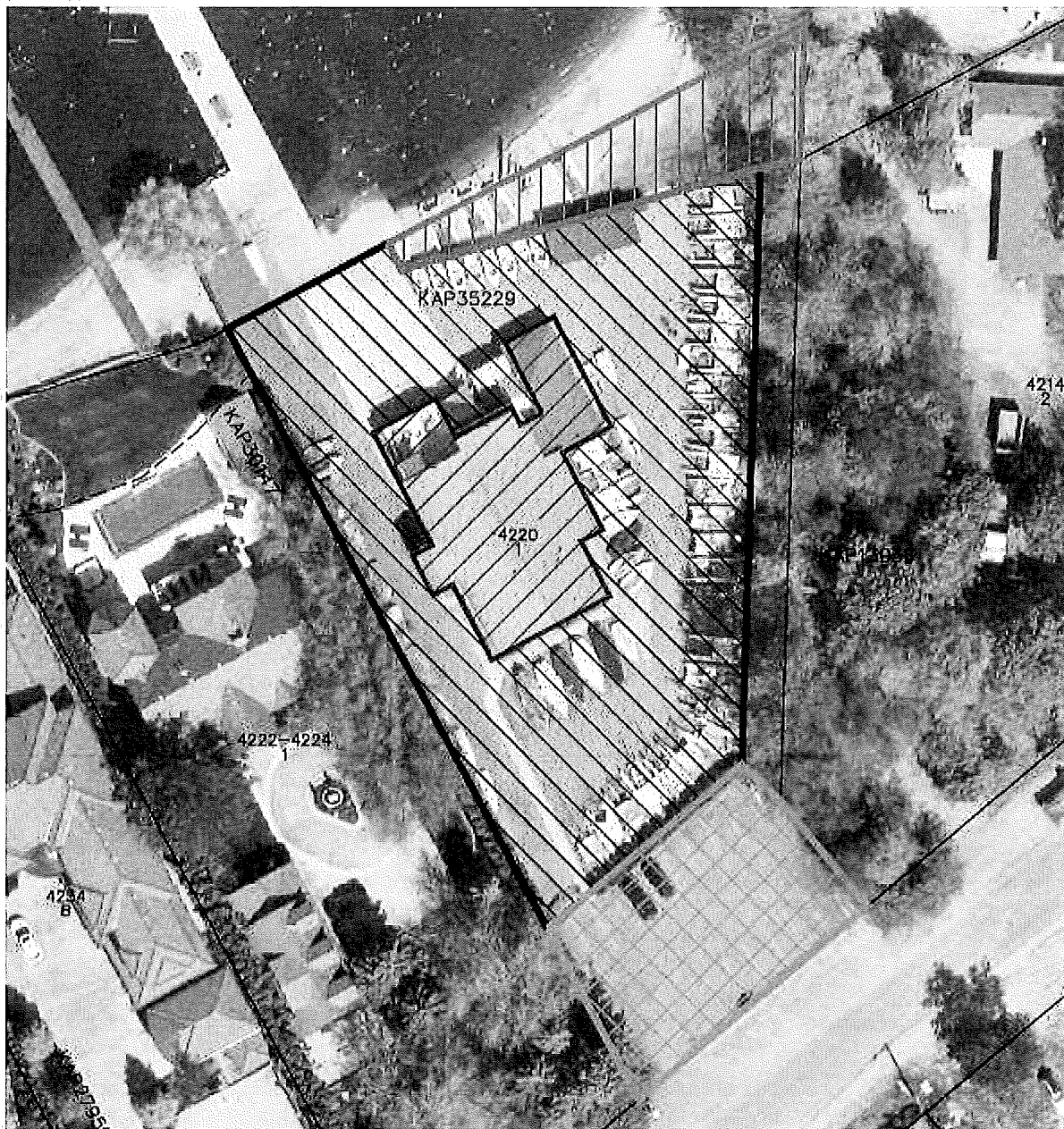
5) Shared Parking Lot License:

The Society is aware that the Shared Parking Lot Area is a public parking lot and open to the enjoyment and use of all citizens and that the Society cannot restrict access to the Shared Parking Lot;

6) Foreshore Tenure

Land use regulation extends into the foreshore that lies within the site boundary. The Society currently has received the tenure for the foreshore however the City, at their sole discretion, may request the Society to assign the foreshore tenure to the City

SCHEDULE "B" - LEASE, LICENSE AREA, SHARED BEACH LICENSE AND PARKING LOT LICENSE



SCALE: N.T.S.

MAILING ADDRESS: 4220 HOBSON RD.

LEGAL DESCRIPTION: LOT NO. 1 PLAN NO. KAP35229

TWP. 25

SEC. 01

PLEASE NOTE THAT THIS SKETCH IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEGREE OF ACCURACY OF THE AREA IS LIMITED.



LICENSE AREA = $\pm 2625m^2$



SHARED BEACH LICENSE = $\pm 353m^2$



LEASED PREMISES AREA = $\pm 455m^2$



SHARED PARKING LOT LICENSE = $\pm 562m^2$

SCHEDULE "C" - LEGAL NOTICES AND ENCUMBRANCES

N/A

This section is left intentionally blank.

SCHEDULE "D" - BUILDING MAINTENANCE AND OPERATIONS RESPONSIBILITY CHECKLIST

Building Maintenance and Operations Responsibility Checklist	Central Okanagan Small Boat Association		
	Provided by the <u>City</u> , Cost borne by the <u>City</u>	Provided by the <u>Society</u> , Cost borne by the <u>Society</u>	Does Not Apply
Backflow Preventor testing – Repair / Replacement		X	
Boiler operating permits		X	
Camera Systems		X	
Card Access		X	
Electrical Field Safety Representative (FSR)		X	
Electrical operating permit		X	
Electrical system – annual inspection report		X	
Electrical system - preventative maintenance		X	
Electrical system - repairs		X	
Electrical/lights - lamp & tube replacement		X	
Elevator equipment repairs		X	
Elevator maintenance contract		X	
Elevator operating permits		X	
Emergency lighting testing & repairs		X	
Exterior doors, windows, facades, etc.		X	
	Provided by the <u>City</u> , Cost borne by the <u>City</u>	Provided by the <u>Society</u> ,	Does Not Apply

Building Maintenance and Operations Responsibility Checklist	Central Okanagan Small Boat Association		
		Cost borne by the <u>Society</u>	
Fire alarm system repairs		X	
Fire alarm system testing & inspection contracts		X	
Fire extinguisher monthly & annual inspections		X	
Fire safety plan		X	
Fire safety drills		X	
Fire sprinkler system repairs		X	
Fire sprinkler system testing & inspection contracts		X	
Furnishings (maintain & replace)		X	
Garbage & recycling program		X	
Grease trap annual service		X	
HVAC – annual inspection report		X	
HVAC - preventative maintenance		X	
HVAC - repairs		X	
Insurance - automotive		X	
Insurance - liability		X	
Insurance - property, building	X		
Insurance - Society owned furnishings & fixtures		X	
Insurance - Society owned operational equipment, computers		X	
	Provided by the <u>City</u> , Cost borne by the <u>City</u>	Provided by the <u>Society</u> ,	Does Not Apply

Building Maintenance and Operations Responsibility Checklist	Central Okanagan Small Boat Association		
		Cost borne by the <u>Society</u>	
Interior walls, flooring, doors, ceilings, etc		X	
Internet		X	
Janitorial services & supplies in leased spaces		X	
Janitorial services & supplies in public washrooms		X	
Keys – providing City with master keys and emergency access contact information		X	
Keys & locks - repair & maintenance		X	
Kitchen equipment repair & maintenance - Landlord Owned			X
Kitchen equipment repair & maintenance - Tenant Owned		X	
Kitchen exhaust hood annual cleaning		X	
Kitchen exhaust hood repairs		X	
Kitchen hood fire suppression system preventative maintenance		X	
Kitchen hood fire suppression repairs		X	
Kitchen hood fire suppression testing		X	
Landscape maintenance		X	
Licences			
Business License		X	
Liquor License			X

Building Maintenance and Operations Responsibility Checklist	Central Okanagan Small Boat Association		
	Provided by the <u>City</u> , Cost borne by the <u>City</u>	Provided by the <u>Society</u> , Cost borne by the <u>Society</u>	Does Not Apply
IHA Food Operating Permit/ Food safe Certification		X	
Overhead Doors		X	
Painting - Exterior		X	
Painting - Interior		X	
Parking lot – parking lines, sweeping, asphalt, signage, etc.	X		
Pest control		X	
Plumbing system – annual inspection report		X	
Plumbing system - preventative maintenance		X	
Plumbing system - repairs		X	
Property taxes		X	
Roof – annual inspection report		X	
Roof preventative maintenance and repairs		X	
Security system		X	
Signage		X	
Site drainage		X	

Building Maintenance and Operations Responsibility Checklist	Central Okanagan Small Boat Association		
	Provided by the <u>City</u> , Cost borne by the <u>City</u>	Provided by the <u>Society</u> , Cost borne by the <u>Society</u>	Does Not Apply
Snow removal Society responsible for sidewalks and entrances and for snow removal of Shared Parking Lot		X	
Telephone		X	
Tenant improvements		X	
Tenant improvements – repair, maintenance & replacement		X	
Tree removal			X
Utilities – electricity		X	
Utilities – natural gas		X	
Utilities – propane		X	
Utilities – water, sewer		X	
Vandalism (exterior)		X	
Vandalism (interior)		X	
Window cleaning (exterior)		X	
Window cleaning (interior)		X	

SCHEDULE "E" - INSURANCE CERTIFICATE



CERTIFICATE OF INSURANCE

<p align="center"><u>City staff to complete prior to circulation</u></p> <p>City Dept.: _____</p> <p>Dept. Contact: _____</p> <p>Project/Contract/Event: _____</p>
--

Insured

Name:	_____
Address:	_____

Broker

Name:	_____
Address:	_____

Location and nature of operation and/or contract reference to which this Certificate applies:

--

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • Products/Completed Operations; • Blanket Contractual; • Contractor's Protective; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.
2. The City of Kelowna is named as an Additional Insured.
3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

Print Name

Title

Company (Insurer or Broker)

Signature of Authorized Signatory

Date

A photograph of several sailboats on a body of water, likely a lake or bay. The sailboats have white sails with various numbers and logos. In the background, a town is visible on a hillside under a hazy sky. The text "Central Okanagan Small Boat Association" and "Non-market Lease Agreement" is overlaid on the image in white font.

Central Okanagan Small Boat Association Non-market Lease Agreement

June 13, 2022

Community Impact



- ▶ Only dry-land storage for small sailboats in Central Okanagan
- ▶ Learn to Sail programs for ages 4+
 - ▶ 4,000+ annual participants
 - ▶ 30+ years of partnership with SD23
- ▶ Discounted or free lessons (thru Elevation Outdoors)
- ▶ Race development & regatta hosting
- ▶ Various events (local to national)

Agreement Summary

- ▶ Property: Portion of 4220 Hobson
- ▶ Term: 5 years
- ▶ Renewal: None
- ▶ Rent: Nominal (\$1)
- ▶ Purpose: To provide sailing & water based services and programs
- ▶ Formalizes
 - ▶ maintenance requirements
 - ▶ annual partnership reporting requirements





Questions?

For more information, visit kelowna.ca.

Report to Council



Date: June 13, 2022
To: Council
From: City Manager
Subject: Water Regulation Bylaw Fine Assessments
Department: Utility Services

Recommendation:

THAT Council receives for information, the report from Utility Services dated June 13, 2022, with regard to the assessment of Water Regulation Bylaw 10480 fines;

AND THAT Bylaw 12344, Amendment No. 33 to the Bylaw Notice Enforcement Bylaw No. 10475, be forwarded for reading consideration.

Purpose:

To seek Council's approval to amend the Bylaw Notice Enforcement Bylaw to include various fines for Water Regulation Bylaw infractions.

Background:

Water Regulation Bylaw 10480 regulates activities regarding the operation, rates and acceptable use of water and water related utility infrastructure. For relatively minor Bylaw infractions, compliance with the conditions is primarily addressed through education and notifications issued to the customer. When these steps do not generate an acceptable outcome or if more serious infractions are noted, enforcement action may need to be taken.

There is an enforceable penalty listed in the "Offence and Penalties" section of the Water Regulation Bylaw that requires civil litigation to apply and collect fines based on conviction with a fine up to \$10,000. Infractions that require such litigation have not occurred due to time and resource required to pursue. However, such wording is still required to recover costs above standard fine limits.

Watering restriction violation fines have already been adopted into the Bylaw Notice Enforcement Bylaw and the Utility has observed an increase in compliance by being able to reference a fineable amount, even if not fully executed.

Discussion:

Water Regulation Bylaw violations have been relatively minor to date, but there have been consistent, common observed infractions such as the installation of illegal water connections before the water meter, refusal to allow staff access to Utility meters for the purpose of replacement, unauthorized operation of Utility infrastructure, and wasteful discharge of Utility water for no useful purpose. These actions can lead to a reduction in Utility revenues, damaged infrastructure, a higher demand on water supply impacting daily operations and projects.

The Utility is currently undergoing a 5-year water meter replacement program that, in most cases, requires internal access to homes and businesses. Securing appointments are canvassed through multiple mail outs, phone calls, media communications, door hangers, and personal visits on-site over the period of several months. Approximately 10% of customers remain unresponsive or uncooperative resulting additional resources, and labor. These acts are in contravention of the Bylaw are causing significant delay to the overall water meter renewal project.

Education is the first course of action taken in an attempt to gain voluntary compliance with unresponsive customers and is usually successful; however, imposing the proposed additional fines for non-compliance will provide staff with the tools they need to escalate enforcement and supports the notion that violations must be taken seriously. This approach also enhances the ability to resolve issues in a timely fashion by allowing an expediated ticketing process without the need for a court hearing.

The proposed financial fines align with similar municipal bylaw enforcement fines across western Canada. Although not designed to be punitive, fine amounts should be deemed significant enough to warrant attention, encourage prevention, recover repair costs, and deter reoccurrence.

Conclusion:

The Bylaw Notice Enforcement Bylaw requires amendment to include proposed Water Regulation Bylaw infraction fines listed in Schedule A. This is consistent with other municipal bylaws while still having provision for liable class action suit for infractions that are deemed to be significant and serious in nature.

Internal Circulation:

Utility Services
Financial Planning
Bylaw Services
Communications

Considerations applicable to this report:

Financial/Budgetary Considerations:

Although assessed fines are not expected to significantly contribute to revenues, additional funds may need to be recovered to cover the cost to repair and reinstate damaged Utility infrastructure through the Water Regulation Bylaw. .

Communications Comments:

Communication of infractions and resulting fines would be done through direct contact with violators. There would not be any notifications of these modifications issued publicly apart from what is referenced in the publicly available Bylaw Enforcement Notice Bylaw.

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

External Agency/Public Comments:

Submitted by: E. Hoppe, Water Quality and Customer Care Supervisor

Approved for inclusion: M. Logan, Infrastructure General Manager

Attachment 1: Schedule A - Bylaw 12344 proposed amendments.

cc:

K. Van Vliet – Utility Services Manager
A. Weremy – Water Operations Manager
P. Gramiak – Revenue Supervisor
K. Mead – Bylaw Services Manager
N. Johal – Communications Advisor

Bylaw 12344 Schedule A – Proposed Amendments

Amendments to the Bylaw Notice Enforcement Bylaw No. 10475

No.	Section	Current Wording	Proposed Wording						Reason for Change	
1.	Water Regulation Bylaw 10480	Not Applicable							Include value for penalties in violation of Bylaw 10480	
			Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty		A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty Amount Where Compliance is Shown as "Yes")
			10480	3.4.1	Water connection made upstream of the Water Meter	\$450.00	\$400.00	\$500.00		Yes
			10480	3.8.1	Owner not providing unobstructed access to water meter	\$50.00	\$45.00	\$55.00		No
			10480	4.1.2	Owner not providing unobstructed	\$50.00	\$45.00	\$55.00		No

				access to backflow device					
			10480	4.2.2	Non-submission of annual backflow test report	\$200.00	\$175.00	\$225.00	Yes
			10480	5.2.1	Tampering with or unauthorized operation of Utility infrastructure	\$300.00	\$250.00	\$350.00	Yes
			10480	5.4.1	Unauthorized sale, disposal, or gifting of water off property	\$150.00	\$125.00	\$175.00	Yes
			10480	5.5.1	Wasteful discharge of water for no useful purpose	\$100.00	\$75.00	\$125.00	Yes

CITY OF KELOWNA

BYLAW NO. 12344

Amendment No.33 to the Bylaw Notice Enforcement Bylaw No. 10475

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Bylaw Notice Enforcement Bylaw be amended as follows:

1. THAT **Schedule A, Parks and Public Spaces Bylaw No. 10680** be amended by adding the following in the appropriate location:

“

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty Amount Where Compliance is Shown as "Yes")
10480	3.4.1	Water Connection made upstream of the Water Meter.	\$450.00	\$400.00	\$500.00	Yes
10480	3.8.1	Owner not providing unobstructed access to water meter	\$50.00	\$45.00	\$55.00	No
10480	4.1.2	Owner not providing unobstructed access to backflow device	\$50.00	\$45.00	\$55.00	No

10480	4.2.2	Non-submission of annual backflow test report	\$200.00	\$175.00	\$225.00	Yes
10480	5.2.1	Tampering with or unauthorized operation of Utility infrastructure	\$300.00	\$250.00	\$350.00	Yes
10480	5.4.1	Unauthorized sale, disposal, or gifting of water off property	\$150.00	\$125.00	\$175.00	Yes
10480	5.5.1	Wasteful discharge of water for no useful purpose	\$100.00	\$75.00	\$125.00	Yes

"

This bylaw may be cited for all purposes as "Bylaw No. 12344, being Amendment No. 33 to the Bylaw Notice Enforcement Bylaw No. 10475."

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: June 13, 2022

To: Council

From: City Manager

Subject: Rutland Local Area Transit Planning Transit Study

Department: Integrated Transportation

Recommendation:

THAT Council receives for information, the report from Integrated Transportation dated June 13, 2022, regarding the Rutland Local Area Transit Planning Study.

Purpose:

To inform Council that a Rutland Local Area Transit Plan will be developed over the remainder of 2022 and first quarter of 2023.

Background:

The 2018 Central Okanagan Transit Future Plan (TFAP) identified actionable transit service and infrastructure investments to improve ridership and mode share within the Central Okanagan over the following five years. Transit service priorities in the TFAP were separated into short (1—3 year), medium (3-5 year) and long term (5+ years) horizons.

Many short-term priorities within the TFAP have been implemented¹ and a key remaining short-term planning initiative, Mission restructuring, was launched in May of this year. Mid-term proposals within the plan have been delayed due to the Covid-19 pandemic and ongoing capacity constraints at the Hardy Street transit operations centre.

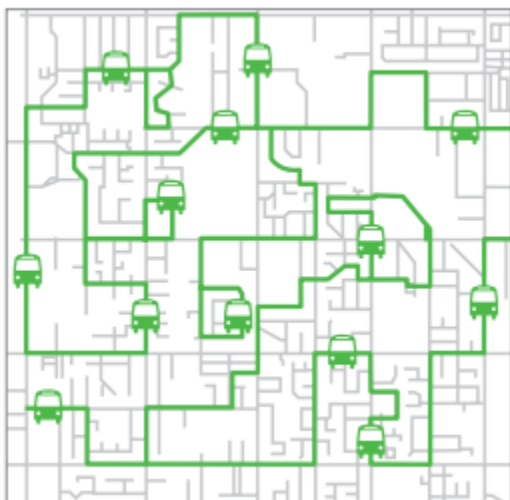
Fueled by rapid population growth and land use intensification within Rutland, the area will continue to contribute significantly to transit ridership. Rutland area network restructuring is an important mid-term proposal in TFAP that requires significant planning and community consultation in advance of implementation of service changes. The rapidly recovering transit ridership provide the impetus to develop a Local Area Transit Plan for Rutland. The exercise will seek opportunities to streamline transit service in the area to better align service according to density and ridership potential.

¹ Completed short term TFAP initiatives – invest in Frequent and Rapid routes, new service to UBCO via John Hindle Dr, introduction of service to Academy Way, and the realignment of most Rutland area routes to the new Rutland Transit Exchange.

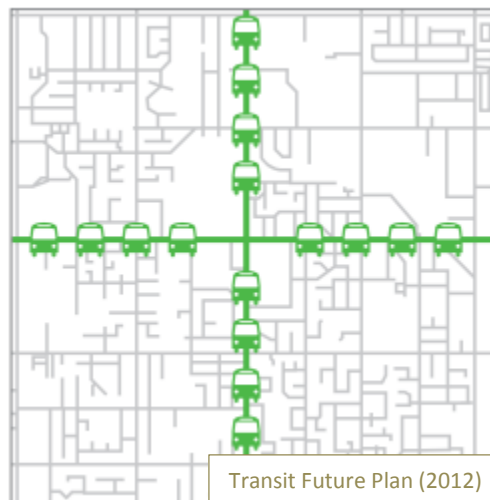
Discussion:

Rutland remains the only area within the urban core with Frequent Transit Network (FTN)² routes that have retained circuitous one-way route segments³. This route design, common in small to medium sized transit systems, is utilized to provide service coverage throughout the community. However, it can result in longer travel times for many riders and can contribute to demand imbalances between route segments.

Infrequent, Coverage Service



Frequent, Direct Service



This planning study will investigate options to establish a FTN grid network, where the road network permits, and will identify potential new coverage, or Local Transit Network (LTN) services that may be required to support the future Rutland FTN. The TMP proposes changes to the road network within Rutland, specifically the future extension of Hollywood Road north of McCurdy Road. This future roadway may provide an opportunity to establish a strong FTN in North-west Rutland addressing limitations of the current network structure.

Study approach:

BC Transit will lead the study in consultation with City transportation staff and with the support of a consultant. The consultant's scope will include:

1. Identify key stakeholders, data sources and engagement strategies.
2. Review of relevant community plans, existing and future transit network, stop and route level ridership and transit infrastructure.
3. Conduct analysis and develop route redesign opportunities considering optimization strategies to improve the alignment between service frequency and ridership, improve coverage and contribute to system-wide efficiency.

² Frequent Transit Network is defined as a route that arrives every 15 minutes or less.

³ Routes 10 North Rutland and 11 Rutland operate as unidirectional coverage services in lower density residential neighborhoods throughout Rutland.

4. Consider the goals and objectives of the City's Transportation Master Plan (TMP) and integration of TMP transit projects.
5. Support the development and implementation of a robust public engagement plan including collaboration with First Nations communities. Thereafter, refine service and infrastructure options.
6. Produce a final Rutland Local Area Transit Plan based on the results of engagement, analysis, and collaboration with the PWG.

Study Scope:

1. Support the implementation of the priorities in the Central Okanagan Transit Future Plan and the Transit Future Action Plan, while building ridership and supporting goals and projects identified in Kelowna's Transportation Master Plan.
2. Engage with residents and key stakeholders to gain a better understanding of current customer travel patterns, travel behaviors and service priorities.
3. Consider key changes, challenges and opportunities in the study area that may shape transit service and infrastructure and impact other transportation modes; and
4. Develop and prioritize proposals for transit service and infrastructure to better align with current and anticipated future land uses and density, road networks, community plans, demographic changes, and public priorities.

The role of Rutland Transit Exchange:

Rutland Exchange provides a focal point from which to develop the transit network in the area. As the Rutland Urban Centre evolves, this facility is well situated to support residential and employment growth. As part of a separate infrastructure study, enhancement options for Rutland Exchange were developed in 2021 through collaboration with stakeholders. The study sought to identify where additional capacity and amenities may be accommodated at the site in the future. Proposed improvements include an additional bus bay (originally envisioned in initial planning for the facility), micro-mobility/bicycle parking infrastructure, a dedicated operator washroom and formalized transit park & ride area. A separate report detailing the status of this, and other exchange enhancement studies will be brought to Council later this year⁴.

Rutland LATP proposed timeline:

Date*	Deliverable
July 2022	Project Launch – Project Working Group established, data collection.
August 2022	Initial analysis of routing options and changes to travel demand ➤ Development of draft routing options and infrastructure improvements
September/October 2022	Public engagement ➤ Project website kickoff

⁴ Studies have been undertaken for Rutland, Mission and Okanagan College Exchanges and the YLW transit hub to identify enhancements to support service growth and address current operational issues. Facility replacement scenarios for Orchard Park Exchange are also being investigated. Each are potential candidates for Investing in Canada Infrastructure Program funding.

	➤ Stakeholder Engagement & Online survey and mapping (2-3 weeks)
November 2022	Engagement Summary Report ➤ Modify routing options if required
December 2022	Draft report developed based on local government and public feedback
January 2023	<i>Final draft report to key stakeholders and local government officials.</i>
March 2023	Project completion – plan endorsement by City of Kelowna Council and BC Transit’s Senior Leadership Team. Explore opportunities for implementation
Ongoing	Integration of information into future Annual Service Plans, and Three-year Service and Financial Strategies and ongoing implementation of recommended projects.

* NOTE: The completion of deliverables within the timelines outlined above may be subject to change.

Conclusion:

The TFAP details short, medium, and long-term transit service priorities for communities throughout the Central Okanagan. Rutland network restructuring is an important medium-term initiative. A planning study will be undertaken between July 2022 and March 2023 that will consider TMP goals, objectives, and projects as well as changes in population, travel patterns and land-uses throughout Rutland. Study deliverables include detailed ridership analysis, an engagement summary and implementation priorities that consider short and long-term routing options as well as supporting infrastructure improvements.

Internal Circulation:

Communications
Strategic Transportation Planning

External Circulation:

Senior Transit Planner, BC Transit

Financial/Budgetary Considerations:

There is no budget change required to deliver this project. Financial and budget implications are to be determined through the study process and considered in future transit budgets and subsequent Annual Operating Agreements.

Considerations not applicable to this report:

Communications Comments:
Existing Policy:
External Agency/Public Comments:
Legal/Statutory Authority:
Legal/Statutory Procedural Requirements:

Submitted by: M. Kittmer, Transit Service Coordinator

Approved for inclusion: M. Logan, Infrastructure General Manager

Attachment 1: Rutland Local Area Transit Plan Presentation

cc: Divisional Director, Corporate Strategic Services
Divisional Director, Partnerships, and Investments
Divisional Director, Planning and Development Services
Divisional Director, Financial Services

Rutland Local Area Transit Plan

June, 2022

Purpose

To inform Council that a Rutland Local Area Transit Plan will be developed over the remainder of 2022 and first quarter of 2023.

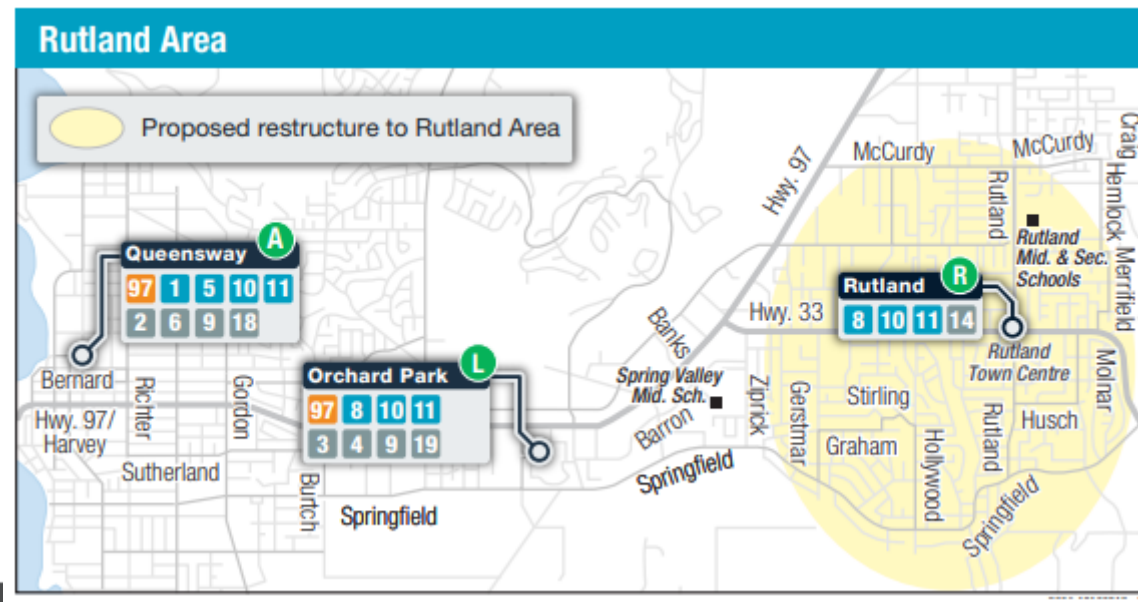
Transit Future Action Plan

- ▶ Conducted every 5-6 years following the 2012 Transit Future Plan to refine transit priorities and guide decision making.
- ▶ Short (1-3 year), medium (3-5 year), long-term (5+ year) priorities.
- ▶ Priority medium-term initiative – “Rutland network restructuring”.



Local Area Transit Plan

- ▶ A focused plan detailing network structure, service levels, infrastructure priorities and implementation phasing in a defined geographical area of the community.



Study Objectives

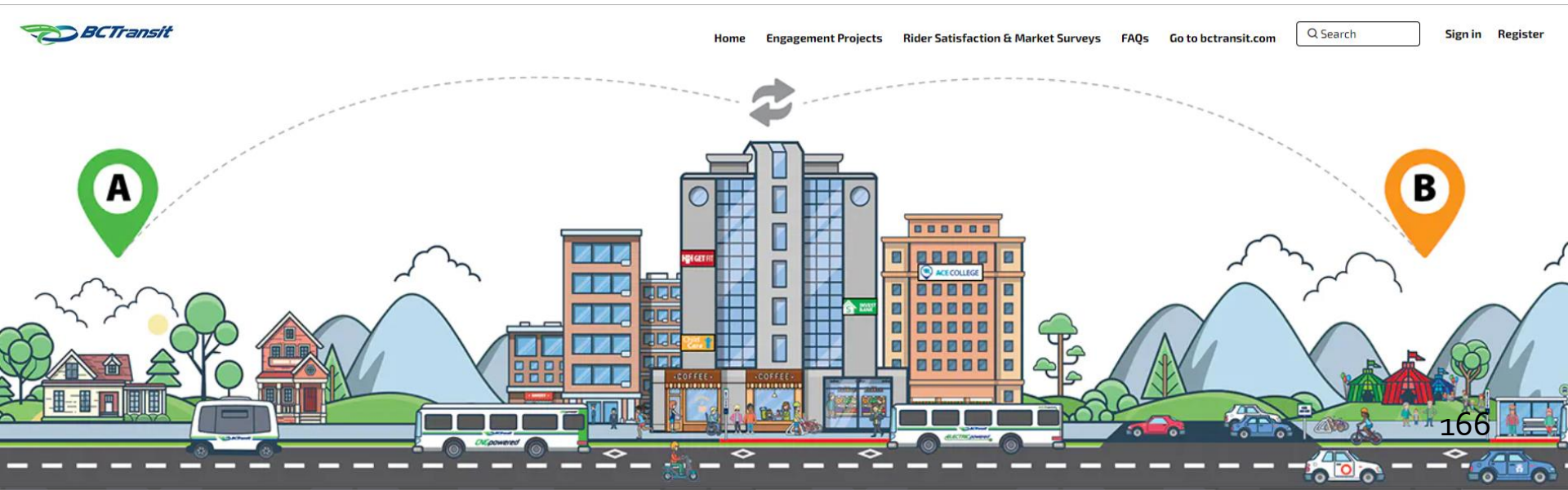
1. Support priorities in the Transit Future Plan and Transit Future Action Plan.
2. Support goals of the Transportation Master Plan and integrate TMP transit projects.
3. Engage with residents & key stakeholders on current travel patterns, travel behaviors and service priorities.
4. Develop & prioritize proposals for service and infrastructure to align with future land use , density and demographics.

Study Approach

1. External consultant to support project activities.
2. System background review, review of relevant community plans.
3. Analysis, development of network design & service options.
4. Robust engagement – e.g., project website, surveys, workshops.
5. Final report – network & service plan, phasing, engagement and analysis results.

Engagement Options

- ▶ BC Transit project website
- ▶ Online public survey & stakeholder digital workshop.
- ▶ Online comments and suggestions mapping



Proposed study schedule

Date*	Deliverable
July 2022	Project Launch – Project Working Group established, data collection.
August 2022	Initial analysis of routing options and changes to travel demand ➤ Development of draft routing options and infrastructure improvements.
September/October 2022	Public engagement ➤ Project website kickoff ➤ Stakeholder Engagement & Online survey and mapping (2-3 weeks).
November 2022	Engagement Summary Report ➤ Modify routing options if required.
December 2022	Draft report developed based on local government and public feedback.
January 2023	Final draft report to key stakeholders and local government officials.
March 2023	Project completion – plan endorsement by City of Kelowna Council and BC Transit's Senior Leadership Team. Explore opportunities for implementation
Ongoing	Integration of information into future Annual Service Plans, and Three-year Service and Financial Strategies and ongoing implementation of recommended projects.

Rutland Exchange

- ▶ Enhancement options developed with stakeholders.
- ▶ A mobility hub in the heart of the Urban Centre.
- ▶ Dedicated operator washrooms.
- ▶ Candidate Investing In Canada Infrastructure Program (ICIP) project.



Recommendation

THAT Council receives for information, the report from Integrated Transportation regarding the forthcoming Rutland Local Area Transit Plan exercise.



Report to Council



Date: June 13, 2022
To: Council
From: City Manager
Subject: Community Signature Event
Department: Sport and Event Services Department

Recommendation:

THAT Council receive for information, the report from the signature event committee co-chairs dated June 13, 2022, regarding the activities related to the creation of a community signature event.

Purpose:

To provide Council with an update of the activities related to the development of a community signature event.

Background:

Kelowna has a rich history of hosting events of varying types and sizes. Many of these events have a specific theme or purpose and are targeted to a certain demographic. Discussions about these events and the types of events that best 'fit' our city prompted interest in the development of a signature event that could provide opportunities to our local community. This, combined with the desire to reconnect residents with positive shared experiences after two years of pandemic restrictions, encouraged staff to seek budget to build the groundwork for the creation of a community signature event.

As part of the consultation process for the Kelowna Event Strategy, specific feedback was gathered through public engagement exercises asking residents to share ideas and preferences to help develop a community signature event that aligned with Kelowna's identity. Feedback was highly positive and ideas were garnered through online surveys, polls, and open-ended questions as well as in-person activities branded as 'Get Eventive Days' in summer 2021.

Discussion:

The public engagement process was substantially positive and provided valuable feedback and insight to what residents feel should be included in a community signature event for Kelowna and has

contributed to the development plans to date. Key feedback included a vast array of constructive suggestions focused primarily on the lake, music, family, and culture with a 'local-first' approach.

Recognizing the importance of community involvement, the Event Services Team drafted an initial committee framework and canvassed various stakeholders for potential local participants. An interactive recruitment process followed and a host committee of Kelowna residents with a wide range of experience along with key partners and stakeholders was assembled to participate in the creation of the event. In addition, a guiding document was drafted to support future event and succession planning and ensure responsible and successful growth. To date, this guiding document includes a committee framework, guiding principles and a phased approach to evolve the event over the next three years and beyond.

Event Details

2022 will be a pilot year for the event with all activities taking place on a single day on August 27th in City Park. Event elements will be locally sourced and family-oriented including: music & performing arts, sport, culture, history & heritage, and food & beverage. Daytime activities will run from 9 a.m. to 4 p.m. and the festivities will reconvene in the evening from 6 - 9 p.m.

The 2022 pilot event will provide a base for growth while continuing to build upon the guiding principles for future years. The long-term vision will look to expand the event over more locations and a longer duration, and provide more opportunity for partnerships, activities, and overall involvement. Sponsorship opportunities will continue to be explored to support the financial sustainability of the event.

Evaluation of the event will be conducted through surveys, stakeholder reviews and feedback gathering to measure public sentiment and to identify further opportunities for growth. Committee roles and responsibilities will also be further defined and enhanced to ensure a local, inclusive, and coordinated approach is maintained.

The name of the community signature event will be '**Kelowna Made**' and the branding will reflect the many diverse elements that make up our community, including local interests, culture, heritage, nature and backgrounds. These ingredients come together to *make* Kelowna what it is today and define what it means to be **Kelowna Made**.

Conclusion:

Kelowna Made will be driven by local residents from all walks of life, representing the breadth of our community's interests, activities, and lives. The annual Kelowna Made event will celebrate all that is Kelowna and continue to evolve each year, adapting to reflect our community while remaining relevant and family focused.

The host committee will be unveiling more details about Kelowna Made following the Council presentation, with additional information on the inaugural event to be rolled-out over the coming weeks.

Internal Circulation:

Active Living & Culture

Communications

Considerations applicable to this report:

Existing Policy: Council's 2019-2022 priorities identified focus areas supporting staff recommendations in this report, including:

- Vibrant Neighbourhoods
- Social & Inclusive
- Economic Resiliency
- Transportation & Mobility
- Community Safety

Additionally, 'Kelowna Made' aligns with key objectives of the Kelowna Event Strategy and other planning documents including the Kelowna Community Sport Plan, Cultural Plan, and Community for All Action Plan.

Financial/Budgetary Considerations: Budget for the development and ongoing implementation of a signature community event is \$50,000, approved through the 2021 budget process. Further funding to support ongoing operations will be sourced through program revenues, grants, and sponsorship opportunities.

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

External Agency/Public Comments:

Communications Comments:

Prepared by: Sarah Semeniuk, Event Services Coordinator, Active Living & Culture

Submitted by: Chris Babcock, Event Development Supervisor

Approved for inclusion: Jim Gabriel, Divisional Director, Active Living & Culture

Cc: Active Living & Culture
Corporate Strategic Services

Kelowna's Community Signature Event

June 13, 2022

Background

- ▶ Kelowna's Event Strategy
- ▶ Get Eventive Days
 - ❖ Public engagement
 - ❖ Local activations
 - ❖ Surveys



Key Findings

Accessible
The lake
 Variety of activities
 Competitions
Live music
 Community feel
 Diverse
 Family oriented
 Well organized
 Affordable
 History
 Sport
Local
 Heritage
 Good food & beverage



Community Host Committee

Co-Chair:
Lance Macdonald

Co-Chair:
Sarah Semeniuk

City Liaison:
Chris Babcock

Director of
Sponsorship:
Melina Moran

Director of Marketing:
Vince & Valaura Jones

Director of Events:
Renata Mills

Director of
Administration:
Sarah Krakower

Director at Large:
David Graham

Director of Volunteers:
Michelle Dupuis



Guiding Principles

Residents First	We will always consider what's important to our residents to cultivate community pride and embrace community values
Locally Grown	We will strive to showcase local talent, involve local organizations, and provide opportunities for local initiatives
Family-oriented	We will focus on activities that are age appropriate and fun for all ages
Embrace Cultural Identity	We will embrace our history, heritage and present day interests to capture the essence of our community
Accessible	We will be affordable and accessible to everyone regardless of economic status or physical ability
Foster Diversity	We will be inclusive of all groups regardless of race, ethnicity, gender and other backgrounds
Showcase Kelowna	We will showcase our beautiful city, natural assets, and local attributes while demonstrating first-class hospitality
Establish Legacy	We will be flexible and adaptable and provide meaningful change to ensure its legacy is one that residents are proud of

**KELOWNA
MADE**

WHAT IT MEANS TO BE KELOWNA MADE

Kelowna is made of nature, heritage, and culture. It is made of sport, art, music, agriculture, food and drink. Kelowna is made of valuable traditions.

Together, we make Kelowna. This is what it means to be ***Kelowna Made***.



AUGUST 27
A COMMUNITY CELEBRATION

2022 Event



GROWTH PLAN

Multi-day festival

Events and celebrations throughout key Kelowna locations

Additional activities, activations and animations

Increased participation from community organizations & businesses

Responsible and sustainable growth

QUESTIONS?

KELOWNA MADE

AUGUST 27

A COMMUNITY CELEBRATION

Report to Council



Date: June 13, 2022
To: Council
From: City Manager
Subject: Youth Services Framework
Department: Active Living & Culture

Recommendation:

THAT council receives, for information, the report from Active Living & Culture, dated June 13, 2022, that provides an overview of the Youth Services Framework;

AND THAT Council endorse the 2022 action items as outlined in the report.

Purpose:

To provide Council with an overview of the Youth Services Framework and the action items for 2022 to increase youth resiliency.

Background:

In recent years, the City has been re-thinking how to support youth development in response to the transition away from the City-funded counselling services provided through Kelowna Youth and Family Services (KYFS). The original purpose of KYFS was to address "youth identified as at-risk of escalating involvement in the criminal justice system." The service delivery model, created in 1979, required an update to align with current municipal service levels and to address the changing needs of youth. Over the course of 2019 and 2020, the City supported the transition by contracting the Okanagan Boys and Girls Club to provide counselling services to youth and their families. Though the pandemic slowed the progress, the City has continuously gained a better understanding of how youth in our community, ages 12-24, can be supported through municipal services in the social sector, focusing on upstream initiatives to increase resiliency in youth.

The annual budget for KYFS was \$284,777. As part of the 2022 Preliminary Budget, \$73,200 was allocated to support the RCMP's role with the Child Advocacy Centre leaving approximately \$212,000 to be invested in other youth services. Future use of these funds will align with the original intent of the KYFS program: to support youth experiencing higher vulnerabilities.

Over the past year, the City worked with Urban Matters to develop a Youth Services Framework to gain a broader understanding of the Youth Serving System within Kelowna, the specific needs of local youth and scan other municipal practices showing promise of success. By investing in youth, the goal is to

increase resiliency, connectedness, and overall health of youth in our community, and consequently reduce vulnerabilities and barriers that impact the well-being of youth.

Between August and October of 2021, Urban Matters conducted research and engagement with five municipalities, four youth groups and 22 youth-serving organizations. It is recognized that this is merely a snapshot of the diverse youth, programs and services present in Kelowna; the framework provides an overview of the youth-serving landscape and the unique needs of young people in our community. It offers an understanding of what might be possible and where our immediate efforts may have the greatest impact while a deeper understanding of this complex issue is gained. This framework has been developed alongside the recently endorsed Community Safety Plan (CSP).

Discussion:

Overwhelmingly, it was reported that a collaborative and cohesive systems-approach would be well received within this community. There are many effective organizations that work in small pockets of youth development; however, there is no formal strategy to ensure that the collective and unique needs of youth are being addressed through access to healthy opportunities co-designed with youth.

It was also consistently reported that youth want and need to be part of the solution. Any future programs or services designed for youth need to directly involve youth in the early planning stages.

The unique and complex needs of youth have also been identified through the Community Safety Plan. Like the CSP, the Youth Services Framework focuses on upstream supports and preventative measures to improve the health and well-being of our community over the long-term. The Youth Services Framework's "Priority Actions" have been centered around the CSP's strategic recommendation to *Strengthen upstream prevention and early intervention to reduce risks, harm, crime, and victimization*:

Action 2.1 – Support and expand affordable and accessible prevention strategies for youth including recreation, peer-led programming, and job opportunities.
Action 2.2 – Support and expand family support services (e.g., through a community hub) to promote and strengthen healthy lifestyles and to enhance child and family development.
Action 2.3 – Expand affordable and accessible skills-based, extra-curricular activities for youth who are unable to manage a full day of school and during out of school hours/ times in the year (winter, spring, summer).
Action 2.4 – Build on Journey Home's (A Way Home Kelowna's Upstream Program – 'AWHK') early intervention and prevention approach to identify and connect at-risk youth to integrated, wrap-around supports and services with the goal of reducing school disengagement, preventing homelessness, and connecting youth requiring mental health supports.

The immediate priorities from the Youth Framework will contribute to these action items from the CSP, all of which the City of Kelowna has been identified as a Lead or Partner organization in moving the action forward.

In addition to the Community Safety Plan, creating safe, supportive, and inclusive environments for youth has also been identified as a priority in the Journey Home Strategy which points out that "there is a distinct need in our community to provide recreational and skill-building opportunities for youth to foster a sense of belonging and connection to the community." The Youth Services Framework also aligns with the following action item from the Journey Home Strategy:

Work with Community partners and youth to co-design and create healthy opportunities for youth focused on building natural supports, enhancing, and increasing access to healthy opportunities and peer initiatives, and is underpinned by the Social Determinants of Health.

The Youth Services Framework identifies several promising practices and potential initiatives of which three areas have been deemed as being the highest priority for implementation over the next two years.

1. Increase opportunities for programs and safe spaces for youth
 - a. Navigation support: Implement/establish a Youth Navigator role that provides direct navigation of services support to youth and connection among youth agencies. This role will further reduce barriers, connect youth to services and gain a better understanding of youth trends and challenges to inform program development
 - b. Develop low-commitment programs: Establish low-barrier, drop-in and “pop-up” programs and workshops that promote connection, engagement, fun and healthy choices for youth
 - c. Staff training and skill building: Develop youth engagement training and resources for City staff to guide planning and development of youth services and programs – with an emphasis on supporting youth in cultivating leadership skills and remaining engaged in the community
2. Strengthen the youth serving system through community collaboration
 - a. Convene a Youth Serving Organization Network: Establish, support and facilitate an ongoing working group focused on responding to the unique needs of youth, trends in services, and enhancement of assets and healthy opportunities for youth in the community. Convene community stakeholders to develop a systems approach to youth services (every door is the right door)
 - b. Build capacity within local organizations and initiatives: Review and enhance existing grant programs and additional resources to support youth-led initiatives and/or service agreements with youth serving organizations enhancing their capacity to support youth
3. Engaging, enabling, and supporting youth development
 - a. Youth Strategy: Work with youth and the community to develop a comprehensive Youth Strategy that supports collaboration and coordination of upstream/mid-stream/downstream responses. A community vision for youth, indicators for monitoring the status of youth and a detailed action plan should be considered for inclusion in the Youth Strategy
 - b. Build community connection and resiliency: Maintain existing and foster new opportunities in life skills training that are co-created with youth. Develop strategies to engage youth in programming through leadership in facilitating, decision-making and peer mentorship, and utilizing opportunities to build capacity, resiliency, and connection to community.

Financial/Budgetary Considerations:

While the needs of youth are complex, the City is in a position to implement some action items that will have immediate and long-term impacts. Working within the existing budget for youth services (formerly Kelowna Youth & Family Services), there is approximately \$212,000 in annual funding available. The budget is intended to be allocated as follows:

Action Item	Description	Cost
Youth Navigator	Staff resources dedicated to connecting youth to services and informing youth-centered programs	\$100,000
Youth program development	Low-barrier youth-centered programs offered throughout the city	\$32,000
Convene Youth Serving Organization Network	Working group established to respond to the needs of youth in a collective way	\$5,000
Youth Strategy development and implementation	Build on the framework to create a Kelowna-specific vision for youth, indicators for monitoring the status of youth and a detailed action plan to build resiliency in youth. Improve capacity of staff and the broader community to respond to the complex needs of youth	\$75,000
Total		\$212,000

Additional budget considerations may be brought forward in future years to address other priority areas identified in the Youth Services Framework and through subsequent youth engagement and strategic planning.

Conclusion:

This work will help to build the foundation to connect community members, stakeholders, service-providers, and youth. It enables the City to take immediate action and implement direct programming while simultaneously building capacity within the sector to support long-term progress.

Internal Circulation:

Active Living & Culture
Community Communications
Community Safety
Financial Services

Considerations applicable to this report:

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

External Agency/Public Comments:

Communications Comments:

Submitted by: M. Siggers, Community & Neighbourhood Services Manager

Approved for inclusion: J. Gabriel, Divisional Director, Active Living & Culture

Attachments: Presentation - Youth Services Framework
Kelowna Youth Services Framework Report

cc: Active Living & Culture
 Financial Services
 Corporate Strategic Services



KELOWNA YOUTH SERVICES FRAMEWORK

March 2022

Prepared By:
Urban Matters CCC Ltd.

TABLE OF CONTENTS

Executive Summary 1

Introduction 4

 Our Approach 4

Local Government Roles and Responsibilities 6

 Guiding Principles..... 6

 Truth and Reconciliation7

Strategic Priorities for Youth Well-Being 8

Promising Practices and Conditions for Success11

 Asset Based Community Development (ABCD)11

 Community Assets13

 Guiding Principles for Implementation14

APPENDIX A: Additional Actions for Consideration

APPENDIX B: Promising Practices from Other Canadian Municipalities

APPENDIX C: What we Heard – Engagement Summary

APPENDIX D: Youth Serving Organization Engagement List

EXECUTIVE SUMMARY

The City of Kelowna is a growing community with a vibrant and diverse youth population. With this diversity comes varying vulnerabilities and needs. The City is aware that some youths are experiencing higher vulnerabilities that may be attributed to homelessness, substance use, school disengagement, violence, suicide, and criminal activity.

In the late 1970's, the City of Kelowna established "Kelowna Youth and Family Services" (KYFS) to try to reduce the number of youth in the criminal justice system. KYFS offered counselling services to "at-risk" youth and their families until 2018 when it was determined that these services were not in alignment with other municipal practices in the social sector. Throughout 2019 and 2020, new and existing clients were transitioned to other service providers in the community.

While it is recognized that the direct provision of counselling services is not a practice the City wants to continue, there is still a deep understanding that there is a role to play in supporting youth and their healthy development. This framework aims to identify the roles and responsibilities of the municipality that continue to strengthen the youth serving system and build resiliency in youth.

Engagement with local youth and service providers have identified needs for youth supports related to shelter and affordable housing, food security and sovereignty, pathways out of poverty, and mental health services. To better support these needs the City has developed a Youth Services Framework outlining priority actions which aim to have upstream impacts and better improve the well-being of youth over the long-term.

The Framework addresses three broad objectives:

- increasing opportunities for programs and safe space for youth,
- strengthening the youth-serving system through community collaboration, and
- engaging, enabling, and supporting youth development.

The Framework is guided by principles that focus on a relationship-based approach to action, engage youth 12-24 years old at every step of the way, ensure consistency in youth services and provide youth designated spaces. Actions have been outlined and informed through an engagement process which included conversations with four youth groups and twenty-two youth serving organizations in the community. Identified actions are also informed by a scan of promising practices from other jurisdictions and communities.

The priority objectives and actions outlined in the framework are:

OBJECTIVE: Increase opportunities for programs and safe spaces for youth

ACTION: Navigation Support

TASK: Implement/establish Youth Navigator role that provides direct navigation of service support to youth and coordination among youth agencies.

- Reducing barriers, identifying and connecting youth in need, facilitating ease of access, and safe environments.
- Understand current youth trends and challenges to inform youth programs.

ACTION: Develop Low Commitment Programs

TASK: Establish low-barrier, drop-in and “pop-up” programs and workshops that promote connection, engagement, fun and healthy choices for youth.

ACTION: Staff Training & Skill Building

TASK: Develop youth engagement training and resources for City staff to guide planning and development of youth services & programs – with an emphasis on supporting youth in cultivating leadership skills and remaining engaged in the community.

OBJECTIVE: Strengthen the youth serving system through community collaboration

ACTION: Convene Youth Serving Organization Network

TASK: Establish, coordinate, and facilitate an ongoing working group focused on responding to the needs of youth, trends in services, and enhancement of assets in the community. Convene community stakeholders to develop a systems approach to youth services (every door is the right door).

ACTION: Build Capacity within Local Organizations & Initiatives

TASK: Review and enhance existing grant programs and additional resources to support youth-led initiatives and/or service agreements with youth serving organizations enhancing their capacity to support youth.

OBJECTIVE: Engaging, enabling, and supporting youth development

ACTION: Youth Strategy

TASK: Work with youth and the community to develop a community Youth Strategy that supports collaboration and coordination of upstream/mid stream/downstream responses. A community vision for youth, indicators for monitoring the status of youth and a detailed action plan should be considered for inclusion in the Strategy.

ACTION: Build Community Connection & Resiliency

TASK: Continue and develop programs and life skills training opportunities that are co-created with youth. Develop strategies to engage Youth in programming through leadership in facilitating, decision-making and peer mentorship, and utilizing opportunities to build capacity, resiliency, and connection to community.

It is acknowledged that the City cannot achieve these actions alone and must work collaboratively to align efforts with the local community-serving sector, other institutions, non-profits, Indigenous organizations, and other levels of government, as well as inter-departmentally. There are several other initiatives underway in the City, including the development of a Community Safety Plan, which strategically align with the priorities identified here. Cross-departmental collaboration and review of these varying strategic priorities will allow for better alignment and synergy of efforts towards a common goal of community well-being. Actions must also be addressed through the lens of equity, inclusion, and reconciliation with concerted efforts to address the Truth and Reconciliations Commission of Canada's Calls to Action.

INTRODUCTION

The community of Kelowna is a growing and vibrant place for families and people of all ages. With almost 20% of the population under 19, it is important to ensure that youth are properly supported.¹ The City of Kelowna (the 'City') wants to understand the local government role in supporting youth through upstream programs and services, where needed. A key priority for the City is to understand the needs of youth who are experiencing higher vulnerabilities that may be attributed to homelessness, substance use, school disengagement, violence, suicide, and criminal activity.

The City actively provides programs for youth in the community and partners with community organizations to support additional service delivery. These programs include fitness, events, swimming, youth nights, and public skating. In addition, in 2019, the City restructured their service delivery model to include a youth coordinator position with a shared portfolio that encompasses youth-specific programming and opportunities. While these programs are an important part of an upstream prevention approach, there is no formal direction or set of priorities to guide the role currently being played in the community. City Council and senior management will utilize this Youth Services Framework (the 'Framework') as a guide for future investments and alignment of programming and services across City departments and within the community.

This Framework focused on gathering perspectives from youth, youth serving organizations, and other municipalities in Canada delivering youth services. These perspectives supported the recommendations outlined in this Framework and provide opportunities for local government action. The desired focus is on providing upstream supports that help mitigate current and future downstream impacts.

In addition to the development of this Framework, the City is developing a Community Safety Plan that also explores upstream prevention opportunities for all ages. Where applicable, actions have been aligned to support outcomes for youth related to both plans.

OUR APPROACH

Building a framework required the exploration and reflection of the multiple intersecting aspects of a community. Understanding community needs and determining possible avenues for action required input from:

- multiple people.
- multiple sources of data.
- gathering a broad understanding of the pieces which can affect people's experiences.
- experiences related to how systems and structures function in the community.

The research approach focused on understanding the following aspects of youth services:

- What facilitates youth to access existing local programs, services, and other opportunities?
- What are the barriers (real or perceived) for youth to access existing local programs, services, and other opportunities?

¹ Statistics Canada, 2021. 2016 Census Profile: Kelowna Census Metropolitan Area. Retrieved from <https://www12.statcan.gc.ca/census-recensement/2016/dp-prod/prof/details/page.cfm?Lang=E&Geo1=CMACA&Code1=915&Geo2=PR&Code2=47&Data=Count&SearchText=Kelowna&SearchType=Begin&SearchPR=01&B1=All>

- What are the gaps/needs in local programs, services, and supports for youth?
- Roles and responsibilities in program/service delivery – of the municipality, community organizations, businesses, and other stakeholders.
- What are the needs or structures for youth engagement?

The process undertaken to develop this Framework involved exploring the literature on youth development, a promising practice scan from other local governments, youth engagement, and youth serving organization interviews. This engagement took place between August and October 2021. The following table highlights the engagement outcomes.

ENGAGEMENT METHOD	NUMBER OF ENGAGEMENT	WHO WAS ENGAGED?
Promising Practice Scan of Youth Services among Local Governments	5 Interviews	<ul style="list-style-type: none"> • Calgary • Vancouver • Surrey • New Westminster • Maple Ridge
Youth Engagement –Focus Groups	4 Youth Groups	<ul style="list-style-type: none"> • Westbank First Nation Youth Council • Okanagan Boys and Girls Club Downtown • Ki-Low-Na Friendship Society • Kelowna Youth Art Council
Youth Serving Organization Interviews	22 Organization Interviews	<ul style="list-style-type: none"> • ARC Programs and Services Ltd. • First Nations Health Authority • Foundry • Kelowna Community Resources • Ki-Low-Na Friendship Society • Ministry of Children and Family Development • Kelowna Museum • Okanagan Boys and Girls Club • Okanagan Nation Alliance • Pacific Sport Okanagan • RCMP • Rotary Centre for the Arts • School District 23 • The Bridge Youth and Family Services • Westbank First Nation • Interior Health • Okanagan Symphony Youth Orchestra • Studio 9 • United Way British Columbia • City of Kelowna

In addition to the organizations who participated, there are many more who are contributing to the well-being of youth in the community. At the outset of this process, it was recognized that due to time limitations not all organizations would have the opportunity to participate. This limitation was also reflected in the engagement with youth and compounded by the impacts on in person programming because of the Covid-19 pandemic. The success of the City's contributions related to youth services in the community will require ongoing engagement with not only youth but also a broad array of community organizations.

LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

Local governments are leaders, policymakers, and partners in promoting the well-being of their community members. Community planning in communities across B.C. addresses a broad range of policies and services that focus on the social, economic, environmental and physical aspects of communities. Each of these has a direct effect on the conditions for all citizens to thrive—socially, physically, economically and mentally.²

However, local governments cannot solely address all community needs. Social support systems involve many other collaborators who work with local governments to meet needs across community. These include non-profits, health and educational institutions, local business, employers, other levels of government, Indigenous organizations, and individual community members.

For any given initiative, local government may come as an active or supporting partner by contributing resources, such as time, funding, or space. Local governments may also act as conveners, bring together local partners and service providers to collaborate and better align local efforts. They are also well positioned to raise awareness of the pressing needs of youth and can advocate for these needs and help to foster a sense of responsibility amongst community and neighbours as well as other sectors.

There are several roles defined for the City in this Framework. They include steward – where the City takes a leadership role; advocate – raising awareness of specific issues or challenges faced by youth; facilitator – helping to convene partners and individuals in order to more strategically meet needs; and regulator/enabler – addressing needs through policy changes or interventions.

GUIDING PRINCIPLES

The local governments explored and interviewed in this Framework process all had well established and successful youth initiatives underway. Four communities were in British Columbia and one in Alberta. Each of these local governments recognized that it takes a community and commitment to support youth to thrive. Their contributions are one part of the system of supports. As well, they recognize that they have a limited responsibility with respect to delivering direct support services (e.g., mental health and substance use programs, housing availability, health services, etc.). Those direct support services are provided by other levels of government and community organizations.

Several themes were identified across all participating local governments. These themes provide a set of guiding principles for how the City should implement the recommended roles and responsibilities offered in this Framework:

Relationship Based Approach

Delivering services to youth requires concerted efforts to gain the trust of youth through honest and reliable relationship building. This approach provides youth with access to a resource person to whom they can turn to, access supports, and gain community connections. Appointing diverse staff who can work exclusively with youth allows staff to better understand their needs and support the amplification of their voices within the community.

² BC Healthy Communities, 2014. How do local governments improve health and community well-being?
https://planh.ca/sites/default/files/planh_local_government_guide-web_o.pdf

Engage Youth at Every Step of the Way

Youth hold the most valuable insights into their continuously evolving needs and are the best advocates for their needs. Engaging youth in an inclusive and empowered manner enhances the effectiveness of services and builds leadership capacity within youth.

Ensure Consistency in Youth Services

Youth are an integral part of any community, and their well-being determines overall community health and well-being in the long run. Investments in youth services and programming contribute to enhancing the livability and safety of the community. Funding for youth services and programming should be seen as a valuable contribution to the community.

Provide Youth Designated Spaces

The design and layout of spaces designated for youth services and programming is important. Youth require a dedicated space for their exclusive use where they can fully express themselves and see their diversity represented in the design of the space. Spaces designated for youth also support in accessing and retaining youth for engagement efforts and participation in programming.

TRUTH AND RECONCILIATION

The Truth and Reconciliation Commission of Canada's Calls to Action, the National Inquiry into Missing and Murdered Indigenous Women and Girls Calls for Justice, and the province of British Columbia's Declaration on the Rights of Indigenous Peoples Act provide important direction that can support the City of Kelowna in advancing Indigenous relations, eliminating racism, and providing culturally safe and supported youth environments.

It is the responsibility of all governments, institutions, and Canadians to advance Truth and Reconciliation with Indigenous Peoples of Canada. The 94 Calls to Action provide a foundation for what is expected to support that journey. The National Inquiry on Missing and Murdered Indigenous Women and Girls principles for change and 213 Calls for Justice call upon everyone to act now. This includes calling on local governments to respond to the injustices experienced by family or community members of children of missing and murdered Indigenous women, girls, and 2SLGBTQIA+ people. The Declaration on the Rights of Indigenous Peoples Act aims to create a path forward that respects the human rights of Indigenous peoples using the United Nations Declaration on the Rights of Indigenous Peoples as the Framework for reconciliation. The subsequent Action Plan is currently in consultation with Indigenous peoples to help shape the future of reconciliation.

Incorporating these calls to action as part of this Framework are an important part in achieving success. Though there are many calls to action, most basically, the City must approach all youth initiatives with skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.

STRATEGIC PRIORITIES FOR YOUTH WELL-BEING

Research and engagement results offer the following recommendations for how the City of Kelowna can deepen their commitment to supporting youth in the community. The emphasis of this list is on local government action within the City's jurisdiction. It is recognized that the City is not the only partner in responding to the needs of youth. Youth serving organizations acknowledge their roles and responsibilities and desire the opportunity to work collaboratively with the City.

In addition, acting on these priorities requires the consideration that the needs and capabilities of youth 12-18 are different than those 19-24 who are emerging into adulthood. Designing and implementing youth focused activities that involve youth should account for these differences and provide appropriate resources to enable their participation.

One main priority and three key objectives have been identified to support direction for the City. The responsibilities/actions have been organized into priority actions and additional actions (available in **Appendix A**) to consider, and they reflect upstream and midstream responses that are within municipal roles. Timelines to implement the actions are considered over the next three years. Additional best practices have been included as an additional appendix, but will need to be further evaluated once the foundational components have been established. It is up to the City to prioritize each one based on current and future capacity and resource requirements.

While these actions reflect the research and engagement conducted for this framework, they have not been compared against existing initiatives underway that may overlap. To establish the best path of success, cross-departmental collaboration is necessary to understand where there are opportunities for collaboration.

A Community Safety Plan is currently being drafted by the City, with several of the identified actions in this Framework supporting the work of that Plan. Overlapping actions can support the intent of both initiatives if properly coordinated across City departments and partners. The Community Safety Plan similarly prioritizes promoting and strengthening supports to enhance child and family development, aims to expand cross-sector awareness, and reduce stigma related to youth experiences, and looks to find opportunities to better improve community spaces in order to enhance safety and enjoyment by community members. A full review of the Community Safety Plan once complete is warranted to better align cross-departmental and partner efforts. The Youth Framework Priority Actions are centered around the Community Safety Plan's strategic priority to 'Strengthen upstream prevention and early intervention to reduce risks, harm, crime and victimization of youth'.

Community Safety Plan Strategic Priority: Strengthen upstream prevention and early intervention to reduce risks, harm, crime, and victimization of youth.

YOUTH FRAMEWORK PRIORITY ACTIONS

OBJECTIVE: Increase opportunities for programs and safe spaces for youth

Action	Task	Implementation Timeline
Navigation Support	<p>Implement/establish Youth Navigator role that provides direct navigation of service support to youth and coordination among youth agencies.</p> <ul style="list-style-type: none"> Reducing barriers, identifying, and connecting youth in need, facilitating ease of access, and safe environments. Understand current youth trends and challenges to inform youth programs. 	2022
Develop Low Commitment Programs	Establish low-barrier, drop-in and “pop-up” programs and workshops that promote connection, engagement, fun and healthy choices for youth	2023/24
Staff Training & Skill Building	Develop youth engagement training and resources for City staff to guide planning and development of youth services & programs – with an emphasis on supporting youth in cultivating leadership skills and remaining engaged in the community	2023

OBJECTIVE: Strengthen the youth serving system through community collaboration

Action	Task	Implementation Timeline
Convene Youth Serving Organization Network	Establish, coordinate, and facilitate an ongoing working group focused on responding to the needs of youth, trends in services, and enhancement of assets in the community. Convene community stakeholders to develop a systems approach to youth services (every door is the right door).	2022/23
Build Capacity within Local Organizations & Initiatives	Review and enhance existing grant programs and additional resources to support youth-led initiatives and/or service agreements with youth serving organizations enhancing their capacity to support youth.	2023/24

OBJECTIVE: Engaging, enabling, and supporting youth development

Action	Task	Implementation Timeline
Youth Strategy	Work with youth and the community to develop a community Youth Strategy that supports collaboration and coordination of upstream/mid stream/downstream responses. A community vision for youth, indicators for monitoring the status of youth and a detailed action plan should be considered for inclusion in the Strategy.	2022/23
Build Community Connection & Resiliency	Continue and develop programs and life skills training opportunities that are co-created with youth. Develop strategies to engage Youth in programming through leadership in facilitating, decision-making and peer mentorship, and utilizing opportunities to build capacity, resiliency, and connection to community.	2023/24

PROMISING PRACTICES AND CONDITIONS FOR SUCCESS

Designing communities that focus on the healthy development of children and youth have benefits that ripple through all ages and improve society. Part of developing this Framework for the City included identifying guiding principles for youth involvement, asset-based community development and exploring local government responses. In addition to the literature, five municipalities were examined and interviewed about their youth plans, policies, programs, and services – City of Vancouver, City of Calgary, City of Surrey, City of Maple Ridge, and City of New Westminster. **Appendix B** provides profiles of youth services for each community.

Key insights through all engagements demonstrate that youth are ideally situated to:

- Support the development of policy and engage in planning concerning urban environments (e.g., creating safe places for play, recreation, relationship building, and capacity building).
- Educate peers and the community on safety, health, and wellness related issues (e.g., crime prevention, food security, gender and age equity, mental health, education, and employment).
- Monitor and improve natural environments and community infrastructure (e.g., green space improvements, climate change initiatives, environment clean-up and awareness activities).

Local governments have an opportunity to involve young people in all civic and urban development activities including research, planning, programming, advocacy, project management, decision-making, as well as, advancing policy initiatives in support of equity, diversity, and inclusion..³

Youth are identified in this report as being between the ages of 12 and 24. It is important to note, however, that the needs of youth 12-18 are different than those 19-24 who are emerging into adulthood. This should be considered when involving youth in local government and community initiatives.

ASSET BASED COMMUNITY DEVELOPMENT (ABCD)

Every system has its own strengths. When evaluating programs, services, and systems it can be easy to focus on deficits as they are often the most apparent. Asset based development instead values the parts of a system or community which are working and seeks to build on them by mobilizing the micro-actions which impact macro-outcomes.

Asset based community development is characterized by:

- Recognizing that everyone has gifts, and focusing people at the center
- Seeing citizens as agents of change rather than receivers of services
- Seeing community members as experts of their own experiences and needs
- Deep listening
- Identifying ways in which institutions and structures can support and motivate systems change by allowing and nurturing grass-roots action rather than enforcing top-down approaches.⁴

³ The Environmental Youth Alliance, 2006. The Youth Friendly City. Retrieved from https://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/local-governments/planning-land-use/wuf_the_youth_friendly_city.pdf

⁴ Tamarack Institute, 2019. ABCD Canada. Retrieved from <http://www.deepeningcommunity.org/abcd-canada-home>

Developmental Assets Framework

In addition to ABCD, there are assets needed to support the development of youth. These can be broken down into two categories – external and internal assets. The Search Institute has defined 40 unique developmental assets within 8 categories that support the health and well-being of youth. Understanding and mobilizing these assets requires an ongoing commitment from the community and involvement of youth in the solutions.

8 Qualities of positive developmental settings for youth

Youth engagement is not just about the activities of engagement themselves. The environment, or setting, of the activities matters too. To have meaningful exchanges, facilitators need to create a positive setting which supports psychological, physical, relational, and developmental needs of the youth participants. Creating this environment can seem daunting but thinking about the eight qualities of a positive developmental setting below can help break it down and ensure that participating youth feel heard. These qualities are from the Pan-Canadian Joint Consortium for School Health's Youth Engagement Toolkit⁵. For practical tips for creating these environments, see the resource section of the Toolkit.

Physical and Psychological Safety

Safe spaces are places free from violence, health hazards, or emotional and physical harm. In unsafe environments, youth (and anybody) experience distress which can prevent active participation, learning and their ability to express themselves. It is important to make sure that any space youth engagement is held in is free from hazards, and that there are strategies in place to remove hazards if they arise.

Appropriate Structure

Creating a structure is not about rigid boundaries. Structure for youth engagement means creating an environment where there are clearly articulated boundaries and expectations and an appropriate level of adult supervision. Organic interactions are also important and being overly rigid can lead to disengagement as youth withdraw from what they perceive as a too controlled environment. However, creating consistency so that youth know what to expect and what is expected of them is important.

Supportive Relationships

Relationships with adults who support and validate youth are critical to their well being. Youth who have at least one supportive relationship with an adult are much less likely to engage in risky behaviour and more likely to have academic success and strong self-esteem. To demonstrate supportive relationships in youth engagement, it is important that facilitators demonstrate mutual respect and willingness to learn from and with the youth involved. Supportive relationships in this context are those which demonstrate partnership with youth rather than 'top-down' or hierarchal relationships.

Opportunities for Belonging and Meaningful Inclusion

Youth need to feel that they belong. Sense of belonging is a key part of psycho-social development during formative years. Facilitating safe and developmentally positive youth activities, the hosts need to be aware of how they are ensuring that all youth participants have an opportunity to feel included and socially connected to

⁵ Pan-Canadian Joint Consortium for School Health, 2021. Youth Engagement Toolkit. Retrieved from <http://www.jcsh-cces.ca/explore-resources/youth-engagement/>

the group and/or activity. One element of this sense of inclusion is ensuring that exclusion based on gender, race, ethno-cultural identity, religion, sexuality, or socio-economic background does not occur.

Positive Social Norms

Creating positive social norms means ensuring that group dynamics are welcoming, inclusive, and psychologically safe for participants. Facilitators can hold high standards of participants (and adults) by ensuring that group guidelines are followed and that everyone is given opportunity to bring forward their most positive traits and contributions. By upholding group guidelines, facilitators contribute to the safety of participants by providing a safe environment for meaningful interactions and supportive relationships. This can be achieved by both role modelling and conflict resolution when a guideline is not being followed.

Support for Efficacy and Mattering

Youth need to know that what they are contributing matters. Environments which support youth to make a difference by sharing their perspectives and ideas, as well as taking on responsibilities and acting on their ideas, demonstrate to youth that not only are their ideas important, but that their participation in action matters too. Youth benefit from being listened to and shown that their ideas were captured and considered. Challenging youth to take on responsibility demonstrates trust in their competency.

Opportunities for Skill Building and Learning

An environment which supports positive development is one in which youth can learn and practice new skills. A youth-friendly environment provides hands on opportunities for collaboration, leadership, skill building and communication. One approach is the knowledge inquiry method of research, which engages youth in not just sharing their experiences, but contributing to research and knowledge production. This not only provides them an opportunity to participate, but to co-create knowledge and have their skills and efforts recognized. Some examples of methods include Participatory Action Research, Collaborative Inquiry and Young Decision Makers Model.

Integration of Family, School and Community Efforts

Youth are part of a variety of social and educational environments, such as school, clubs, sports leagues, their peer group, their home environment and more. Integration and synergy between these environments is important to build a sense of belonging and community. Supporting youth to see how their efforts and development in one setting relates to benefits in another setting is helpful in supporting their development and furthering their learning and engagement.

When ABCD and a Developmental Asset Framework are combined there is confidence in having positive outcomes for not only youth in the community but everyone.

COMMUNITY ASSETS

The engagement process to develop this framework identified some key community assets. The assets were highlighted by youth serving organizations and only represent a surface level understanding of the assets that exist in the community. To better understand the diversity of community assets it is important to understand what assets are and how to identify and use them.

The following list results from focus groups with youth reflecting on the assets they access in the community. This should not be considered an exhaustive list but rather a snapshot noted only by those interviewed:

- Ki-Low-Na Friendship Centre
- Bible Hour (West side)
- Soccer Fields
- 88 Buffet
- Indigenous gathering rooms
- Sockeye Fry (KLO)
- Downtown Y
- Okanagan Boys and Girls Club
- Rotary Centre for the Arts
- Youth RV Bus (Foundry)
- Youth outreach programs
- The Bridge
- Tim Hortons Downtown
- McDonalds
- Foundry
- Shoppers Drug Store
- Gospel Mission
- Penny Lane and Access House
- Outreach Urban Health
- Water St. and Community Theatre
- Bowling
- Scandia
- School

In addition to these assets, there are several community services, programs, and collaborations that would also be deemed an asset for youth. These include post secondary institutions, youth serving organizations, and initiatives like the Kelowna Outreach and Support Table (KOaST). The purpose of KOaST is to provide coordinated assistance to those in the community who are believed to be at risk. The collaborative table includes diverse community partners representing law enforcement, community corrections, public health, housing, social services, income assistance, public education, youth justice, and the City.

Continuing to identify community assets is an important opportunity to deepen the City’s understanding of all the services available in the community. This Framework has initiated this exercise.

Appendix D provides a list of a variety of youth serving organizations in the community complementing the list above.

GUIDING PRINCIPLES FOR IMPLEMENTATION

Implementation of the roles and responsibilities in this Framework should be guided by a series of principles. These principles were identified through both research and engagement including youth voices:

PRINCIPLE	PURPOSE
Not About Me Without Me	At the core of systems is people. It is those who create, implement, and use a system who are impacted by the nuances and outcomes of the structures and practices of the system. For this reason, the best way to truly understand a particular system is to talk to those who use it. Youth hold the most valuable insights into their continuously evolving needs and are the best advocates for their needs. Engaging youth in an inclusive and empowered manner enhances the effectiveness of services and builds leadership capacity within youth.
Focus on Assets and Not Deficits	Asset Based Community Development builds on the assets that are found in the community and mobilizes individuals, associations, and institutions to come together to realise and develop their strengths. This makes it different to a Deficit Based approach that focuses on identifying and servicing needs.

PRINCIPLE	PURPOSE
	From the start an Asset Based approach spends time identifying the assets of individuals, associations and institutions that form the community. The identified assets from an individual are matched with people or groups who have an interest in or need for those strengths. The key is beginning to use what is already in the community. Then to work together to build on the identified assets of all involved.. ⁶
Apply a Systems Change Approach	<p>Systems change aims to bring about lasting change by altering the things that make a system operate in a certain way. These can include policies, routines, relationships, resources, power structures, and values. As a result, system change approaches aim to focus on altering the course of a system and changing the experiences of those in it in an ongoing and sustained way, rather than applying a band-aid to the symptoms of an existing system.</p> <p>Systems change approach focuses on identifying and understanding the interconnected root causes of challenges. When we work within a model of systems change, we emphasize the following:</p> <ul style="list-style-type: none"> • Relationships between people, sectors, and organizations. • No one organization or sector (public, private, non-profit) has all the answers to, or ownership of, systemic problems. • Innovation and collaboration are essential to achieving impact at scale.
Focus on Equity, Diversity, and Inclusion	Youth need to feel that they belong. Sense of belonging is a key part of psycho-social development during formative years. Facilitating safe and developmentally positive youth activities, hosts need to be aware of how they are ensuring that all youth participants have an opportunity to feel included and socially connected to the group and/or activity. One element of this sense of inclusion is ensuring that exclusion based on gender, race, ethno-cultural identity, religion, sexuality, or socio-economic background does not occur.
Embrace Cultural Diversity	Youth must be represented through familiar cultural symbols and provided safety when in public spaces and participating in programs. When youth do not see their values and preferences reflected in a place or program, they feel unwelcome. Emphasis should be placed on engagement many different voices, listening to their stories, and responding to their specific concerns and desires. No community group's history should be erased from the physical and cultural reality of a public space or programs.
Take a Relationship Based Approach	Delivering services to youth requires concerted efforts to gain the trust of youth through honest and reliable relationship building. This approach provides youth with access to a resource person to whom they can turn to, access supports, and gain community connections. Appointing diverse staff

⁶ Nurture Development, 2021. Asset Based Community Development (ABCD). Retrieved from <https://www.nurturedevelopment.org/asset-based-community-development/#:~:text=Asset%20Based%20Community%20Development%20builds%20on%20the%20assets,approach%20that%20focuses%20on%20identifying%20and%20servicing%20needs.>

PRINCIPLE	PURPOSE
	who can work exclusively with youth allows staff to better understand their needs and support the amplification of their voices within the community.
Ensure Consistency in Services	Youth are an integral part of any community, and their well-being determines overall community health and well-being in the long run. Investments in youth services and programming contribute to enhancing the livability and safety of the community. Funding for youth services and programming should be seen as a valuable contribution to the community.

Each principle reflects important community and youth development considerations that when applied consistently support youth to thrive.



APPENDIX A

Additional Actions for Consideration

ADDITIONAL ACTIONS

These actions align with the strategic objectives and should be considered in future planning initiatives.

OBJECTIVE: Increase opportunities for programs and safe space for youth.

Action	Task
Designated Youth Spaces	Identify and create neighbourhood hubs/drop-in programs specifically for youth through partnerships with school facilities, churches, and other existing facilities Create, operate, and maintain designated youth spaces in partnership with youth serving organizations.
Staff Training and Professional Development	Provide training related to equity, diversity, and inclusion for all staff. Provide de-escalation training and psychological first aid for all staff in frontline or parks positions.
Policy Review	Consider land contributions to support the creation of youth housing Review Fees and Charges Bylaw and consider providing meeting room space at no cost to support youth serving organization coordination and collaboration opportunities for the purpose of planning and supporting youth programs (governance vs program delivery). Review bylaws and policies with an equity lens to ensure that youth are not inadvertently harmed by bylaws and/or subsequent enforcement.

OBJECTIVE: Strengthen the youth-serving system through community collaboration

Action	Task
Co-create Anti-Stigma Initiatives	Work with community to reduce stigmas associated to negative experiences faced by youth in the community. Amplify anti-stigma campaigns led by other organizations and levels of government
Partner Matching	Connect community organizations to unlikely partners (e.g., business entities) to support achieving mutually beneficial goals
Asset Mapping	Work with youth to better understand places and spaces in the community they appreciate and avoid. Use information to support improvements or enhancements.
Raise Awareness with Other Levels of Government	Engage with other levels of government on issues related to youth services in the community and advocate for additional resources/support where needed

OBJECTIVE: Strengthen the youth-serving system through community collaboration

Action	Task
Cross-departmental Collaboration	Work across departments to ensure the needs of youth are considered in decision making process related to transportation, housing, parks, recreation, etc.
Advocacy	Continue to provide letters of support and advocacy to youth serving organizations for grant applications

OBJECTIVE: Engaging, enabling, and supporting youth development

Action	Task
Youth Council	Consider the creation of a Youth Council to increase civic participation among youth. Create an avenue for youth voices in civic processes.
Parks and Recreation Spaces	Engage with youth in a review of parks and recreation spaces to learn about what improvements or enhancements can be made to better meet their needs.
Website and Social	<p>Work with community to ensure information regarding youth services, programs and events are shared broadly throughout the community. Use City's social media more intentionally to reach youth on the platforms they are already using.</p> <p>Provide a central place or platform for youth and their caregivers to get information about activities and spaces in the community for youth.</p>



APPENDIX B

Promising Practices from Other Canadian Municipalities

PROMISING PRACTICES IN YOUTH SERVICES FROM OTHER CANADIAN MUNICIPALITIES

An environmental scan was conducted to identify the diverse and innovative approaches taken by other communities in supporting youth in leading a thriving and healthy life. Through conversations with municipal staff who are directly working on youth portfolios in their communities, we gathered valuable insights into the experiences, challenges, and opportunities presented when serving youth. The application of an equity lens was central to these conversations to better understand how each community is responding to the needs of at-risk and marginalized youth through their service delivery.

CALGARY

Youth Needs in the Community

The City of Calgary (CoC) has identified a range of key needs to be addressed for youth in their community. Firstly, among the Calgary community there is a strong emphasis on addressing any risks associated with youth employment in consideration of their local economy that is routinely subjected to a boom-and-bust cycle. In addition, the CoC has identified cultivating leadership skills among youth of importance to youth resilience and overall health and wellbeing, especially for at-risk and vulnerable youth. The CoC has also identified the need to address risks of gang involvement and violent radicalization facing vulnerable youth in their communities. Many of the services currently offered through the CoC have resulted from research that has identified the need to address risk factors for youth including engaging them in constructive activities after school hours and providing employment opportunities.

Services Provided

The CoC provides services to youth that expand beyond traditional recreational programming to include employment skills training, job search support, leadership opportunities, prevention, and intervention. The targeted youth age range varies from pre-teen to young adults depending on the program.

Youth Employment Centre provides a full range of free career and employment services to youth ages 15-24. The services include career development, networking, resume building, job search, and more.

Calgary Afterschool provides free after school programming for children and youth focused on arts, sports, healthy living, and leadership development. The services are offered at community centers, community agencies, and recreation facilities in collaboration with community partners.

Calgary LEAD offers leadership programs for youth ages 11 to 17 to cultivate self-esteem, get involved in their community, and nurture care for the environment. The program provides youth the opportunities to interact and build relationships with like-minded individuals and participate in a practicum. Through the LEAD program the CoC aims to connect vulnerable youth to these leadership opportunities.

The CoC in collaboration with community partners also delivers more targeted early prevention and intervention-based programming for at-risk vulnerable youth.

MASST (Multi-agency School Support Teams) is an early intervention program aimed at children ages 5 to 12 who display at risk behavior and may be victimized. The program teams consist of a CoC social worker and

Calgary Police constable who work directly with children, their families, schools, and community agencies. Through this program the participants and their immediate community are provided increased awareness of the harms of criminal activity and connected to social supports and services.

YARD (Youth At-Risk Development) serves as an early intervention program offering supports to youth ages 10 to 17 years who are at risk of gang involvement. The YARD teams comprising of a CoC social worker and Calgary Police constable work closely with family, school, and agencies to provide an individualized case plan for the youth.

ReDirect provides supports to youth ages 12 to 28 years who are at risk of radicalization and violent extremism. This program focuses on education, awareness, and early intervention for youth and focuses on addressing vulnerabilities. This program is delivered in partnership with community partners and further advances Canada's *Building Resilience Against Terrorism* strategy.

The CoC delivers its youth programming in collaboration with key community partners including the Calgary Public School Board, Calgary Catholic School District, Calgary Police Services, Alberta Health Services and other child and youth focused social serving agencies. A youth advisory committee is also actively engaged to inform and evaluate service delivery.

Barriers Facing Youth

Youth face unique barriers that limit their interest and participation in programming and services designed for them. Limited transportation options impacts access to programs for youth. In addition, youth programming is more impactful when delivered in person as opposed to virtually. This has been a great constraint since COVID-19. Youth also prefer programming that is more activity based than talk based as the former is more likely to grasp their interest. Dialogues and conversations can be integrated into the activities. For at-risk programs, voluntary participation creates a challenge as youth

Planet Youth – United Way Calgary

Planet Youth is an evidence-based community driven prevention approach to addressing and reducing youth substance use. The approach is based on the Icelandic Prevention Model, a proven collaborative upstream approach to reducing youth substance use. Taking a systems level approach, Planet Youth aims to enhance the community environment to strengthen protective factors and reduce risk factors that are associated with youth substance use. Core to this approach is bringing together research, policy, and praxis to dedicate efforts towards an aligned vision. Even though the model was originally developed in Iceland, the Planet Youth approach is adaptable to diverse community contexts.

The collection and evaluation of data is an important aspect in measuring the impact of the model in the community. The implementation of the approach relies deeply on strong cross-sectoral partnerships of which the City of Calgary will remain an important partner. A comprehensive understanding of the risk factors such as time spent alone, age of first trying substances, engagement with school, cannabis and smoking use will provide a strong basis for measurement. Another key aspect of Planet Youth is the inclusion of youth and community throughout the process. Community collaboration is critical to the success of the model and cannot be implemented through a top-down process.

The implementation of Planet Youth aligns with the City of Calgary's Mental Health and Addictions Strategy through the advancement of prevention-based action in the community. Adapting to the Calgary community requires integration of processes to include the needs of diverse youth and aligning with Indigenous perspectives. In Calgary the approach is currently in developmental stages led by the United Way of Calgary.

More information is available at:
<https://planetyouth.org/>

may not agree to program scope. Youth living in multi-generational families often have care responsibilities towards grandparents and younger siblings. Lastly it is a challenge to attract youth interested in services and programming. Programming that incorporates sports and activities have higher uptake.

Equity in Access – Removing Barriers

The CoC is focused on providing equitable access to vulnerable and diverse youth in accessing services. The YEC services and intervention-based programming focused on at-risk youth are free. In addition, specialized programs are co-designed with community groups to ensure they are reflective of needs, i.e., programs delivered for Afghan refugees. The CoC also keeps track of program participation and is aware of the diverse composition of youth who avail services. Furthermore, the CoC in 2019 launched a *Gender Equity, Diversity, and Inclusion Strategy* and an evaluation tool will be available soon that will be leveraged to build staff capacity to deliver services through an equity lens and address the intersectional challenges facing youth in their community.

Challenges in Service Delivery

A key challenge in ensuring consistency and robustness of youth services in a community is retaining political support and funding for programming. During fiscal constraints, funding for youth initiatives is at risk of being trimmed. This creates risk for program continuity and maintaining youth relationships. The impacts of low spending on youth are often not immediately noticed until the residual impacts are realized through youth crime and decreased community health and well-being. COVID-19 has re-emphasized the importance of youth services and programming to overall enhancing community resilience and health.

Lessons to Share

The provision of comprehensive and effective youth services require long-term thinking that reflects an understanding of the continuum of care and support needed by youth through different stages of development. *This community spotlight on youth services in the city of Calgary has been developed based on insights collected through interviews with staff and review of program material.*

VANCOUVER

Youth Needs (At-risk youth)

The City of Vancouver (CoV) leverages its Youth Development Model (Model) focused on meeting youth “where they’re at”. The model outlines the provision of youth programming and services youth along a continuum of prevention. The continuum outlines the delivery of supports and services at three stages of prevention beyond which cases can be referred to partners who are equipped to provide clinical services and supports.

At the primary prevention stage, the services provide focus on promoting healthy lifestyles and are open to all youth including access to gyms, game rooms, sports and social programs, volunteering, workshops, and parenting sessions. *At the secondary prevention stage*, the services become targeted, focused, referral-based programs and groups including gender inclusion, mental health, time-management, and preventing gang involvement. *Services at the tertiary prevention stage* include more direct intervention including critical incident response, first aid, accompany to health services where possible. Youth requiring supports beyond this level of

prevention and intervention exceed the capacity and scope of the CoV staff that require referrals to other professional services.

The Model in place by CoV further integrates the six *Child and Youth Care Perspectives* to ensure services provided are:

Relational so that each youth in a program or visiting a centre is known to staff. These relationships build trust and enhance enrollment overall.

Social Justice oriented providing advocacy for youth access and inclusion that encourages youth engagement on social issues.

Strength-Based to value the positive aspects of youth behaviour first to create an adaptive approach to reframe problems and provide solutions.

Pluralistic to provide services that embrace diversity, multiculturalism, gender fluidity.

Developmental to recognize the ages and stages within context that provide reflective services for diverse youth needs.

Ecological in recognition of the community context in which youth grow.

Services Provided

The CoV finds success in the delivery of youth services and programming that are place-based and relationship-based. Youth Services are offered through the community centres that are jointly operated by the Vancouver Park Board and Community Centre Associations. While the Park Board provides the core funding to maintain operations, the Community Centre Associations are the voice of the community and inform program development and delivery of services.

To provide place-based and relationship-based services, almost all the 24 community centres have a *Community Youth Worker* (CYW) and program assistants who work directly with youth. The availability of a full-time youth worker who can be accessed in the evenings, weekends and holidays provides youth with a resource at critical times. Services and programming are offered at low to no cost that include recreational, social inclusion, and life skills instructional programs.

The CYW work alongside the youth to design programs that reflect the place-based needs of the youth. In one instance, youth identified a wall in their neighbourhood that was regularly vandalized and worked with their CYW to access a Graffiti Management Program and an artist who helped them create a wall mural. In another neighbourhood, there was an observed increase in youth involved in auto crime. In collaboration with community partners, a targeted program called NASKARZ was developed for the at-risk youth to gain auto trades learning and gain positive redirection. An additional successful example is the Abilities Morning Café for youth with diverse abilities who were supported by their teachers and the CYWs in running the café in the community centre.

Service Zone Hubs are also coordinated by CYW who operate eight hubs in the four zones in the city. Through the Hubs CYWs convene with community partners to analyze community trends and identify service gaps. The CYW are connected to over 200 resources and community partners who they can leverage to support referrals and develop programming.

Youth engagement and insights are continuously made available through their relationship with the CYW. Formal engagement opportunities are further provided through the *City-Wide Youth Council* to give insights on

issues of importance to them. The Council is further divided into three working groups focused on targeted action items: environment, youth advocacy, and social action.

Barriers Facing Youth

Youth confront multiple barriers that limit their access to services and deters participation. Transportation limitations create significant barriers to access services. Furthermore, the services available for youth in Vancouver vary between community centres. Household situations may also limit youth in accessing services as for some youth there may be a lack of support for investing in recreational programming and other youth may have additional care responsibilities at home. Youth dealing with mental health challenges face greater difficulties in participating in services.

Youth friendly staff and engagement are required from the first service touchpoint youth have in accessing services, otherwise the customer service experience serves as a barrier. Language barriers can restrict access to services and create challenges for youth to gain family consent to participate. Technology can also create barriers in accessing programs that require online registrations.

Some youth do not want constant supervision when they are accessing services. Whereas regimented program design can be further restrictive, especially for older youth who would like to come and go as per their availability. The design and layout of youth spaces is also very important to ensure youth engagement and interest. Multipurpose and multi-generational spaces encroach on youth use of the spaces as youth are likely to avoid spaces where older adults and seniors are actively using.

Equity in Access – Removing Barriers

The *Leisure Access Program* is a city-wide approach to provide equitable access to recreational services for low-income residents. Applicants through demonstrating they are under a certain income threshold gain family access to swimming pools, skating rinks, and discounted physical fitness and instructional programs. The CYW also provide support to families in completing the intake process and third-party referrals can also fast track the process.

Depending on the resources available by each Community Centre Association, the price of services and programs can be further reduced. Some community centres will also provide meals and transportation for youth to access services. Community partnerships are also leveraged to make services available. Technology gaps have also been attempted to be addressed, especially in inner-city neighbourhoods during COVID-19. Lastly there is an effort to maintain note of the diverse languages spoken by staff to better provide services to the diverse community of Vancouver.

Challenges in Service Delivery

Funding can be a significant challenge in delivering consistent and comprehensive youth services. During times of fiscal austerity, youth services are always at risk of being cut. There can be a perception of youth services as a resource drain that requires ongoing advocacy at the community and management levels to highlight the importance of youth services to community health and well-being.

There are also limitations on staff time and priorities between ensuring community centres are open to all community members as opposed maintaining focus on cultivating youth specific spaces.

Lessons to Share

Communities seeking to enhance supports to youth must actively engage youth to find out their needs and build trust through responding to those needs. Youth who are engaged at every step of the way are also able to cultivate leadership skills and remain informed of community issues. It is also important to ensure all staff always treat youth with respect as often adults unconsciously communicate in condescending manner to youth. For youth who access multi-generational spaces it is important to ensure the safety of the youth and not penalize them based on their age.

Staff who work with youth require enhanced systems of support as they are readily available beyond regular work hours to support youth in their communities. Providing systems, boundaries, training, and partnerships are necessary in supporting the psychological and physical health and safety of staff to work at a sustainable pace in this area. The development of guidelines and procedures for maintaining healthy boundaries and a robust risk management system are necessary in reducing harm and addressing risks.

A clear commitment to youth well-being and development must be reflected through healthy funding allocations that ensure services and supports can be sustained and meet the needs of the youth in the community.

**This community spotlight on youth services in the city of Vancouver has been developed based on insights collected through interviews with staff and review of an external Vancouver Park Board presentation on their Community Youth Development Model.*

SURREY

Youth Needs (At-risk youth)

In recognition the vast population of youth residing in the Surrey community, the City of Surrey (CoS) has developed a *Youth Engagement Framework*, based on positive youth development, for internal staff use to inform the development and delivery of all programming and services offered to youth. The CoS prioritizes a range of youth needs including recreation and prevention. Given the large and diverse youth population of Surrey, the City offers a wide variety of services. There is a strong emphasis in supporting youth in cultivating leadership skills and remaining engaged in the community.

Services Provided

Based on the guidance in the *Youth Engagement Handbook*, the CoS staff provide youth services through an asset-based approach that seeks to meet youth at where they are at within their programming. This approach supports staff in building trust and forming strong relationships with youth with whom they can codesign programming and services.

The CoS prioritizes delivery of Youth Led programming and events that have a strong youth presence from the design to delivery phase. Some of the most notable youth-based initiatives offered through the CoS include:

Youth Event Squad comprises of a team of community youth and staff who plan and execute around ten youth focused events each year.

Surrey Leadership Youth Council provides direct leadership and civic engagement opportunities to youth to plan events and provide a youth voice to inform the CoS on social issues and community planning and development initiatives.

Surrey Steps Up! is an annual event delivered in collaboration with the Surrey School District and the Surrey RCMP to highlight almost 40 groups who are working on youth focused initiatives.

Job Readiness Program provides training and internship opportunities for youth through building their capacity. The program participants are able to job shadow a mentor through the program and access employment opportunities in recreation with the CoS.

Peer Mentorship Program is aimed at building leadership capacity in youth to take action on human rights actions. This program is delivered in partnership with *Equitas Speaking Rights* program to provide youth with a 8-10 weeks curriculum through which they learn how to design and execute a program. The program culminates into a youth-led community action project that in the past has included making care packages for the homeless, an online stop bullying art campaign, and online tutorials proper mask usage.

The CoS has undertaken a comprehensive approach to addressing risks of gang violence in their community through the *SAFE (Surrey Anti-Gang Family Empowerment) Program*.

Barriers Facing Youth

Cost of services and access to transportation are significant barriers facing youth that may prevent them from accessing supports and services. It is also important to consider the emotional safety of youth when delivering services to build trust and retain their participation.

Equity in Access – Removing Barriers

The CoS offers a Youth Membership pass available for a \$5 flat fee that provides access to over 100 drop-in programs within youth spaces in all recreation centres. Facilities are largely multi-generational and convert to youth spaces to deliver youth programming.

The Leisure Access Program is also in place to increase access to recreation services for community members who fall below a certain income threshold. To support youth who may face challenges in demonstrating applicability such as someone who is in and out of care, the *Youth with Barriers* approach is adopted. This approach forwards the case to the Youth Functional Team who collectively review requests and provide the recreational pass without requiring the youth to go through a lengthy process.

The CoS has also in the past to provide transportation to youth to attend in person events. The increase in online events has also led to an observed increase in youth who do not have prior experience with recreational services to participate in the community events.

Challenges in Service Delivery

Addressing barriers faced by youth in accessing services creates significant challenges in service delivery. It is also difficult to compete with the multiple interests held by youth including sports, social media, and friends. COVID-19 has also created greater difficulty in producing in-person events for large youth groups.

Lessons to Share

A key consideration in the development of supports for at-risk youth requires the active involvement and leadership of youth to ensure programming is reflective of youth needs. The social and environmental context is rapidly changing for youth and requires youth-led solutions to provide supports.

*This community spotlight on youth services in the city of Surrey has been developed based on insights collected through interviews with staff and research of programming information available online.

NEW WESTMINSTER

Youth Needs (At-risk youth)

The City of New Westminster (CoNW) prioritizes the social connectedness of youth as a primary means to support youth in dealing with their day-to-day challenges. Through prioritizing social connectedness, the CoNW addresses vulnerabilities for youth who would otherwise remain isolated during critical hours. This approach is aimed at supporting youth socially, physically, and culturally through the offered services. Youth mental health is also a key consideration in service delivery to ensure youth have access to supports that account for their holistic health and well-being. The community's approach towards youth programming is focused on creating a balance between recreation, prevention, and engagement. The programming and services serve as preventative measures in the community through providing safe spaces and engaging them in positive activities and relationship development.

Services Provided

The CoNW embraces a neighbourhood place based approach to provide youth services through dividing the community into three geographic areas for middle schools ages while the high school youth are connected zones bringing together neighbourhoods that are attached to a centralized Youth Centre. There are four youth coordinators who are attached to each area zone and three coordinators are connected to the middle schools in each of the areas and the other attached to the high school. The youth coordinators further establish and maintain connections to youth focused organizations and agencies servicing each neighbourhood.

The Youth Centre and Neighbourhood programs provides a safe space for youth ages 11 to 18 to socialize, access resources and recreation, and engage with staff on programming they need in their community. In collaboration with youth, staff organize a vast range of social events and programming for youth including dances, Royal City Sound DJ program, Youth Firefighter program, swims and skates, concerts, life-skills classes and leadership groups and classes. The CoNW also partners with Family Services to offer in-house counselling supports for youth who otherwise would have access to such services. The New Westminster community has a diverse range of youth supporting organizations who serve as key collaborators in delivering services and programming. Furthermore, the CoNW leverages this network of community groups, organizations, and agencies to create referrals for providing supports to at-risk youth.

Barriers Facing Youth

Structured programs requiring longer commitments present barriers for youth, in particular those youth who are not connected to anything in the community. Youth are more unlikely to attach to long term programming without adequate trust and interest. Social media and online gaming also consume a considerable amount of youth interest that limits their availability or desire for physical, in-person and group activities. Youth are often

unaware of the services available to them in their communities. Lastly, some youth are hesitant to attend the youth centres due to stigma attached to the reputation of youth centres.

Equity in Access – Removing Barriers

To address barriers for youth in accessing services, there is an emphasis on providing programming through the middle schools so that youth can easily access. In addition, a youth worker is connected to programs and services so that youth can have a connection and resource to whom they can express their needs. Many of the programs are unstructured drop-in programs to remove barriers and attract youth interest.

The CoNW is currently looking to enhance their outreach to diverse groups of youth to better meet the needs of youth who may be marginalized. The youth workers are regularly working to create referrals to partner organizations to attach youth with the services and supports they need. There have also been efforts to branch out and establish partnerships with cultural organizations focused on supporting youth.

Challenges in Service Delivery

Youth needs are continuously evolving that presents challenges towards design programming that is of interest and use to youth. Continuous technological and social media innovations also creates challenges in retaining youth interest and attachment to programming. Municipal staff are not readily able to leverage social media, such as TikToks, that creates challenges in communicating with youth through forums that they frequent. Youth staffing also experience high turnovers due to nature of work that creates challenges in providing continuity in established relationships for the youth. The COVID-19 pandemic amplified challenges for youth outreach as online spaces were not fully conducive to carry out engagement and programming.

Lessons to Share

Youth services and programming need to be reflective of the diverse needs held by all youth in the community. It is important to build in mechanism within youth programming for continuous engagement with youth and the community on emerging needs. The provision of services for youth can be successful if it is done in collaboration with the community and youth who are involved throughout the process.

**This community spotlight on youth services in the city of New Westminster has been developed based on insights collected through interviews with staff and research of programming information available online.*

CITY OF MAPLE RIDGE

Youth Needs (At-risk youth)

The City of Maple Ridge (CoMR) co-designed with community organizations and youth a Youth Strategy focused on supporting the positive physical, social, and psychological development of their youth (12-18 years and emerging adults (19-24)). The four major themes driving the strategy include inclusive community spaces and activities, community engagement, wellness, and mental health, and transitioning to adulthood. There is emphasis on the shared responsibility required from the whole community to ensure youth can thrive.

Services Provided

Greg Moore Youth Centre provides a safe and fun environment for youth to participate in positive recreation activity (e.g., rock-climbing, skateboarding, youth lounge etc.) and opportunities to make a difference in our

community. The facility provides youth access to substance use counseling, health professionals, planned parenthood through community partners and access to members of the RCMP who have a satellite office located on site with a primary objective to provide healthy alternatives to youth and turn non-participation into participation and then into volunteerism.

The CoMR Youth Services believes in supporting youth to meet their fullest potential through social recreation opportunities. In a safe and fun environment, youth are guides to initiate their own programs, give back through volunteerism and pass the torch through mentorship opportunities including Youth Futures, the CoMR Youth Council, and the Youth Mentor (Action Parks) programs. All volunteers with Youth Services must be 18 or younger.

Youth Futures is a program for youth ages 13-18 years that are looking for an opportunity to build their leadership skills while working with children in a recreation setting. The Youth Futures program consists of three components: Junior, Senior and Alumni Leadership Development. Under the supervisor of camp leaders, participants will learn a variety of age-appropriate games for preschool and school age groups. They will gain skills and experience working in a team environment, build relationships and communication skills and much more. The Youth Futures Leadership Program offers a solid foundation for an in-depth and comprehensive leadership training within the Children's Recreation programs in Maple Ridge. Upon completion of the program, all participants will receive a letter of reference. Youth Futures participants will partake in weekly training sessions, partners with local community organizations to give the participants an opportunity to participate in environmental education workshops, learn more about important local ecosystems and partake in environmental stewardship activities within the community. Participants get the opportunity to brainstorm and work together to create a project fundraiser with proceeds going to a local organization chosen by the Youth Futures team.

Youth Mentor (Action Parks) is an initiative undertaken by the CoMR that understands community-based providers of health, recreation and social-emotional development services to youth, local park and recreation professionals can also function as mentors and role models. Park and recreation staff are called on to mentor and nurture youth in their communities, including troubled, at-risk youth. In times of emerging public health threats, including substance use, trauma, adverse childhood experiences, and rising rates of depression and suicide, parks and recreation are well-suited to build protective factors around youth and families and create connections across community.

Barriers Facing Youth

Similar to other local governments, youth face barriers related to shame and stigma, lack of money to pay fees, and inadequate access to basic needs. A big part of the strategy to support youth in the community centered on the transition to adulthood. This experience for youth in government care environments has often led to homelessness. Putting a stop to this experience would remove a significant barrier for youth and provide better support for them emerging into adulthood.

Equity in Access – Removing Barriers

The Maple Ridge Community Chest provides immediate and direct financial support for families and individuals facing a crisis. It involves one-time assistance to deal with a setback that could prove insurmountable. It helps keep families and individuals from spiralling further into poverty. The Community Chest is a partnership between the Maple Ridge Community Foundation and the Maple Ridge Pitt Meadows Katzie Community

Network. It is addressing important needs in the community including preventing homelessness and evictions, addressing health needs, responding to mental health and crisis situations, preventing unemployment, and providing household safety and stability. Applicants range from families dealing with trauma to single parents needing assistance with something as small as a new pair of glasses. For one family, a new pair of boots for work made all the difference when the hardworking father faced being dismissed from his employment because he couldn't afford a new pair of steel toed boots for work.

Challenges in Service Delivery

Through the CoMR youth engagement, they learned that youth are not always aware of the services available in the community. This was compounded by the challenge organizations and municipalities have with reaching youth through various communication mediums.

Lessons to Share

Getting buy-in has been a crucial part to ensuring sustainability of the plan's actions. As part of this, it has been important for the CoMR to ensure roles and responsibilities are clear for not only the local government but for community as well. Understanding this has strengthened the ability to advocate for enhanced or new services. In addition, the ongoing involvement of youth and community partners has been critical to the implementation of the Youth Strategy.

KEY CONSIDERATIONS MOVING FORWARD

✓ Relationship Based Approach

Delivering services to youth requires a concerted effort to gain trust of youth through honest and reliable relationship building. This approach provides youth with access to a resource person to whom they can turn to access supports and gain community connections. Appointing diverse staff who can work exclusively with youth in the community allows staff to better understand the needs of the community and amplify youth voices from the community.

✓ Engage Youth at Every Step of the Way

Youth are the best advocates for their needs who hold the most valuable insights into their continuously evolving needs. Engaging youth in an inclusive and empowered manner enhances the effectiveness of services and builds leadership capacity within youth.

✓ Ensure Consistency in Youth Services

Youth are an integral part of any community, and their well-being determines overall community health and well-being in the long run. Investments in youth services and programming contribute to enhancing the livability and safety of the community. Funding for youth services and programming is to be consistent to maintain trust and address risks.

✓ Provide Youth Designated Spaces

The design and layout of spaces intended for the use of youth services and programming is important. Youth require a dedicated space for their exclusive use where they can fully express themselves and see their diversity represented in the design of the space. Spaces designated for youth also support in accessing and retaining youth for engagement efforts and participation in programming.



APPENDIX C

What We Heard – Engagement Summary

The following summary highlights the results of engagement from four youth groups and twenty-two youth serving organizations in the community. Using focus group and interview methods of engagement, the primary objectives were to:

- Youth Focus Groups
 - Gather diverse perspectives and experiences from youth related to accessing services in the community noting what could be improved to better support their quality of life.
 - Learn the ways in which they want to be involved in the decision-making process for programs and initiatives that are designed for them.
- Youth Serving Organizations Interviews
 - Understand the existing youth-serving programs and services in the Kelowna area, promising practices and engagement with local youth, and community assets to establish a core service direction and actions for the City of Kelowna.
 - Initial relationship building and local intelligence gathered on youth participation in the strategy development process.

FOCUS GROUPS - YOUTH VOICES

The intentions of the engagement process was to gather the voices of youth and explore motivators that inspire success and connections, identify what barriers and challenges might exist in the community and where there are opportunities to improve services. Youth were invited to participate in a series of focus groups alongside key service partners in the community with whom they had existing relationships. Participants were informed about purpose of the Youth Framework project, compensated according to best practices, and shared a meal. Efforts were concentrated on deeply listening to the voices of youth at higher risk and with lived experience of homelessness, substance use and had experienced challenges with their mental health. Care and attention were paid to listening deeply to those voices that experience marginalization or face intersectional barriers to ensure a trauma informed approach.

Focus Groups were hosted both virtually and in person with youth and emerging adults, ages ranging from 13-24 years and from a variety of socio-economic and cultural backgrounds. Youth engagement initially focused on accessing established youth groups with an advisory capacity, however, there was limited programming and capacity of this nature in community, and groups existing prior to COVID-19 had since dissolved or transitioned to a virtual platform. The following organizations were key partners in coordinating and elevating the voices of local youth.

- Ki-Low-Na Friendship Society Youth: Urban Indigenous youth participating in recreational and preventative programming.
- Okanagan Boys and Girls Club: Youth participating in programming and residents of a youth shelter.
- Kelowna Youth Art Council: An emerging council of young artists that aim to create impact and opportunities through art in community.
- Westbank First Nation Youth Council: Established youth council providing guidance to the Westbank First Nation and community stakeholders.

“Asking too many questions or not having an email, phone or address is a major issue, the rules are too hard when you are trying to get help and people don’t think about considering other situations”.

“Wait times are too long to access mental health services and you only get a very basic level of help, one bad experience can set the tone for accessing services”.

“Kelowna is a great place to live, play sports, and grow but you can’t if your basic needs are not met, and you can’t even begin to think about what we want until we have what we need”.

“Workers only have a mindset of how things work at their organizations and are inconvenienced to meet people where they are at, and don’t think about how it might feel to be in another’s shoes”.

Youth identified that sometimes, they are not able to fully consider or even to begin to contemplate what they might want until the challenge of meeting their most basic needs are met. Many youth shared a desire to have improved access to information and transparency about how programming works, and more communication between systems. Youth also shared that it’s helpful to have reminders or prompts from supportive adults to help with their accountability. The following summary highlights youth feedback in response to the engagement questions:

Basic Needs Identified to Support Immediate Well-Being

- Shelter and affordable housing
- Food security and food sovereignty
- Pathways out of poverty
- Easily accessible youth mental health services and opportunities to build relationships
- Additional youth shelter space with increased operating hours

Programs and Services to Support Their Growth

- Access to free and low-cost informal activities and spaces with peers, designed for them and centred around connection
- Opportunities to see and hear Indigenous knowledge being honoured
- Access to pre-employment and employment supports including opportunities for further education and life skills programs
- Access to community events including sports, recreation, art, culture, and Indigenous land-based activities.
- More opportunities for free and low-cost informal recreational programming.
- Improvements in communication and accessible information
- Opportunities to contribute to and create positive impact
- Opportunities to get involved in activities they are passionate about

Barriers to Accessing Programs and Services

- Policies and procedures - knowing when, where and how to access
- Mental health services - long wait lists, hard to build relationships and
- Having to retell their story to multiple service providers

- Not feeling welcomed or that they belong due to program time and logistical barriers. As well, it is easier to disengage in virtual programming

INTERVIEWS - YOUTH SERVING ORGANIZATION VOICES

Twenty-two youth serving organizations participated in interviews that supported a deeper understanding of youth services, experiences, challenges, and opportunities in the community. All organizations recognized that everyone in the community has a role to play in supporting youth. The interviews highlighted a variety of areas of opportunity for local government involvement and tips for involving youth.

What facilitates youth to access existing local programs, services, and other opportunities?

- Low barrier, collaborative, flexible and transparent programming, with a positive experience.
- Personal invitations from peers, families, and trusted adults
- Supports that are genuine, patient, can communicate effectively, build relationships, are trustworthy, and able to provide mentorship without judgement.
- Diverse, adaptable, and skilled staff and volunteers with similar cultural backgrounds or lived experiences that youth can relate to.
- Incentivizing programming with up to date and relevant swag, great food and ensuring youth have input.
- Sustainability, confidentiality, and trust
- Fun, innovative, engaging, and relevant material that centers around issues that impact youth and supports meeting youths needs and encourages self-discovery and esteem building.
- Strengths based, and empowering and promotes a positive identity of self has potential to creates impact within their lives.
- Low cost, well-resourced, within a welcoming space, and transportation provided.

What are the barriers (real or perceived) for youth to access existing local programs, services, and other opportunities?

- Limited accessibility due to timing, transportation, cost of living, gated referrals, or time limits on providing support.
- Negative experiences, shame or stigma related to accessing supports and lack of trust or parental support and encouragement.
- Policy, legislative and internal barriers that include lack of immediate responses and wait times.
- Limited cultural capacity and diverse staff, need for specialized programming within an overwhelmed system.
- Capacity issues create challenges to build relationships with other service providers and developing programming that meets the needs of children and families.
- Short lived and irrelevant programming, lack of incentives and dis-interest.
- Communication challenges, including limited ability to navigate systems.
- Limited confidence, fear of feeling insecure or unwelcomed with the potential to experience discrimination (race, gender, poverty etc.).

What are the gaps/needs in local programs, services, and supports for youth?

- Backlog of mental health supports needed including preventative and proactive mental health programming, clinical support that is not crisis driven and can provide ongoing support or early intervention strategies.
- Lack of free and low-cost activities, access to spaces to provide events programming or simply drop-in support.
- Lack of strategic and consistent collaboration between partners creates limited systems integration and creates navigation challenges.
- Need much more specialized and integration of Indigenous services, cultural capacity, and visibility of culturally diverse staff.
- LGBTQ2+ supports, resources and capacity are needed, there is an increase of youth seeking support and feeling safer to disclose identity and sexuality.
- Employment and training programs focusing on building strengths of emerging adults.
- Affordable housing, and housing for complex needs youth.

Roles and responsibilities in program/service delivery

Local Government

- System coordination support across youth serving sector
- Funding opportunities specific for youth and youth serving organizations
- Youth navigation support
- Designated youth spaces
- Meeting spaces for agencies
- Low and no cost programming that is also low commitment
- Advocacy and grant writing support for organizations
- Partnership either with funding, space, or staff
- Strategic plan for community to support sector coordination and collaboration
- Facilitation and ongoing engagement with youth
- Neighbourhood hubs for youth removing transportation barriers

Community Organizations

- Collaboration and resource sharing across programs and services
- Involvement in system coordination
- Enhance services within the school system
- Early intervention programs
- Engagement and co-design programs and services with youth
- Provide low or no cost opportunities for youth
- Partner with First Nations and Indigenous organizations to support cultural programming opportunities

What are the needs or structures for youth engagement?

- Empowering and ongoing engagement without tokenism, meaningful representation, and voice.
- Use appropriate language and creative engagement to ensure that it's still fun.

Inclusion and ownership throughout program development with opportunities for disengagement and reengagement as needed.

Pragmatic and intrinsic rewards and compensation that encourages participation and ensure that commitments are within reach and tangible.

Centre the needs and goals of youth, to promote leadership and capacity building so that they can identify their own gaps and opportunities.

Youth need to be heard and have opportunities for anonymous input as well.



APPENDIX D

Youth Serving Organization Engagement List

	ORGANIZATION	DESCRIPTION	LOCATION	WEBSITE
SOCIAL SERVICE ORGANIZATIONS	ARC Programs Ltd.	ARC Programs serves children, youth, individuals, and families in the Interior Region of BC with addictions services for prevention, intervention, treatment, support, and rehabilitation. In Kelowna they offer several programs including Family Treatment, youth outreach, residential treatment, rehabilitative justice programs, in-school supports, and programs for families with youth with FASD, mental health, and developmental disabilities.	Downtown (Bernard Avenue)	Welcome to ARC Programs ARC Programs
	BGC Okanagan	<p>Programs for youth and families centered around safe, developmentally supportive spaces for children and youth. Leadership building opportunities, restorative justice and recreation are the focus of youth programming (13+). Richter Street Overnight Program – Kelowna Youth Shelter Provides a voluntary resource for youth ages 13-18 who are homeless (absolute or relative) or at risk of homelessness and have no safe alternatives</p> <p>Penny Lane Transition House- A transitional residential program, Penny Lane is a safe, stable home environment meeting the basic needs of the youth. Short-term support to homeless, at-risk youth, ages 13-18 years in making more positive choices and a healthy lifestyle</p> <p>Gateway Suites- Supportive Housing Environment is designed to emulate a natural living environment, while providing the supports necessary to prepare youth for successful independent living in the community</p>	Downtown services at the Youth Center and Martin Avenue Community Center, as well as services in 15 other locations such as schools or neighbourhood centers.	BGC Okanagan
	A Way Home Kelowna	A project led by a joint steering committee looking at youth homelessness response and preventions, with a focus on strengthening cross sector collaboration, creating a strategy for youth homelessness, test and evaluate promising practices and implementing innovative models of youth engagement. A Youth Homelessness Prevention Strategy.	Kelowna	A Way Home - United Way British Columbia - Southern Interior Region (unitedwaysibc.com)

	ORGANIZATION	DESCRIPTION	LOCATION	WEBSITE
SOCIAL SERVICE ORGANIZATIONS	Ki-Low-Na Friendship Society	A non-profit organization providing programs and services to support the mental, physical, spiritual and emotional wellness of all people in all stages of life. Youth programs are focused on providing safe spaces for "Indigenous youth to learn about culture and identity, build life skills, engage in recreational activities, gain volunteer experience, reach out for positive support, meet with elders, and much more." (From website)	Downtown	About Us « Ki-Low-Na Friendship Society (kfs.bc.ca)
	Kelowna Community Resources	"KCR is a not-for-profit agency fostering diversity, collaboration and resourcefulness by tailoring services to meet community, family and individual needs." (About Us) Services provided include settlement workers, activities, and learning programs to help youth integrate and adapt in their community. Also provide adoption services and referrals to other resources. Three main departments support youth: immigration, adoption services, and family support.	Downtown, provide services across Kelowna area.	Welcome - KCR Community Resources
GOVERNMENT SECTOR	City of Kelowna	Recreation services managed by the City of Kelowna offer a range of youth programming including youth nights, active living and cultural programming, swimming lessons and leadership, and more. They also have a youth programming coordinator and work with other community organizations in a convening and capacity building role. Funding is provided for the Youth Neighbourhood Grant Program and a Youth Development and Engagement Grant program.	Offices Downtown, recreation services and sports fields throughout Kelowna	City of Kelowna
	Westbank First Nation	Open to all youth 11-18 that live on reserve, WFN operates a Youth Center which provides a range of programming including recreation, traditional and cultural skills and knowledge building, and drop-in youth programs. In addition, life-skill building programs are offered such as Drivers Training, Youth Leadership, and employment skills development, cooking lessons, and homework clubs. Counselling and wellness workshops are also provided.	Youth Center located in Tsinstikeptum 9 Reserve, WFN	Discover WFN - Westbank First Nation

	ORGANIZATION	DESCRIPTION	LOCATION	WEBSITE
GOVERNMENT SECTOR	Ministry of Children and Family Development (MCFD)	<p>The MCFD is a provincial ministry whose mandate is to support children and youth “to live in safe, healthy and nurturing families and be strongly connected to their communities and culture.” They also are assigned to developing universal, affordable child care and several other programs. In Kelowna, MCFD has a youth services team to serve at risk and high-risk youth, possibly street involved, and who need support with substance use and mental health. MCFD also participates in the High-risk youth table to determine how to best support other key youth crisis intervention agencies in the area.</p> <p>As a youth serving agency with a mandate to support children to live safely, the MCFD also runs several youth housing support services, such as interventions in crisis to support families, and support housing youth when families can no longer do so. They have 10 supportive housing apartments in partnership with CMHA and the Province, and access to low and medium barrier housing. The goal is to meet youth where they are at and support successful transition to either family home, their own, adulthood or beyond.</p>	Across BC, Kelowna office is downtown.	Ministry of Children and Family Development - Province of British Columbia (gov.bc.ca)
	Syilx Nation Okanagan Nation Alliance	A First Nation government, the Okanagan Nation Alliance (ONA) was to represent the eight member communities, all First Nations, and Indian Bands in the Okanagan area. They work to collectively provide services and assert their title and rights in shared areas of concern. As part of their service provision, they offer a range of wholistic wellness programs for youth. These include the Okanagan Nation Mental Health Crisis Response Team (ONRT) for youth living on reserve, a Youth Wellness Coordinators provide support to Nation Members and youth on reserve, RNative Voice, art and culture programs, and school district collaboration.	Westbank	Okanagan Nation Alliance – tałi kwu swiwi-numtax, ałi kwu suknaginx, ałi axa/ L/tmxwula/xw. (syilx.org)

	ORGANIZATION	DESCRIPTION	LOCATION	WEBSITE
ARTS AND CULTURE	Rotary Centre for the Arts	A multi-disciplinary visual and performing arts center, the Rotary Centre for the Arts aims to improve social, economic, and cultural quality of life for all of Kelowna. They provide a range of programs, including youth focused arts and cultural programs such as Anime art classes, music classes, Art and Robot classes, and more. They also have a brand new Youth Council in which members pick a handful or projects related to showcasing youth artists, exhibition, social media channel to feature youth artist.	Cultural District	Rotary Centre for the Arts: The heart of art & culture in Kelowna
	Studio 9	An independent school of the arts, children and youth can attend this alternative school which focuses on Arts Based Learning.	Ben Lee Area	Studiog School of the Arts in Kelowna a Private K-12 School
	New Vintage Theatre	Contemporary theater which offers theater classes to children (6-12) and youth (13-18).	Cultural District	New Vintage Theatre – Professional Contemporary Theatre in Kelowna, BC
	Kelowna Museums	A non-profit organization which oversees the funding and operation of five museums in Kelowna. The museums are accessed by donation, and well attended by families with youth. Also provide school tours. Offer some programming with interest in expanding.	Multiple locations, downtown and in Cultural District	Kelowna Museums - Explore history, science, and human legacy!
	Okanagan Youth Symphony Orchestra	Serving the entire valley, from Salmon Arm to south of Penticton, the Okanagan Youth Symphony Orchestra provides rigorous musical training to youth. Youth have weekly rehearsals, as well as performance opportunities and professional musicians come in and coach/mentor youth. The orchestra is an inclusive space where youth say they find like minded youth and a sense of belonging. They also offer discounted rates to families, bursaries, and there is a scholarship program for post-secondary education.	Okanagan Valley, program operates in Kelowna.	2021/22 OSYO Okanagan Symphony Orchestra

	ORGANIZATION	DESCRIPTION	LOCATION	WEBSITE
CRIME PREVENTION	RCMP	The RCMP has multiple programs to support early intervention and divert youth from the criminal justice system. There are four resource and support officers across the region who work to prevent youth getting involved in gang activity and supporting youth at risk of offence. Programs include restorative justice for non-violent crimes, working with community partners to implement supports for at risk youth, and Victim Services for those who witness violence. Other youth supporting programs are Catch a Kid Doing Something Good programs, bring your kid to work day, Vernon Summer Training Camp, and Cops for Kids Fundraiser.	Okanagan Valley	
EDUCATION SECTOR	Central School	Alternate Education Program offering personalized learning plans and programs. They offer services for 11-19 including middle and secondary school education, adult education, and employment readiness and exploration programs.	The Mill (Richter Ave)	Home - Central Programs & Services (sd23.bc.ca)

	ORGANIZATION	DESCRIPTION	LOCATION	WEBSITE
EDUCATION SECTOR	School District 23 (SD#23)	<p>Provides public school programs for all grade levels. In addition to academic education, the School District provides mental, social, emotional and cultural wellness supports. Through their multidisciplinary Social Emotional Learning team, consisting of teachers, counsellors, and psychologists, they promote and enhance social wellness and provide practical support to help integrate Social Emotional Wellness into the classroom and school policies.</p> <p>ARC also provides services for Mental Health and therapeutic support through contract/ substance prevention workers in schools.</p> <p>SD#23 offers several initiatives to identify and provide intervention to at risk youth, as well as offering preventative programs and groups. A district learning team is involved in creating strategies for success and behavior interventions through integrated case management.</p> <p>SD#23 also has an Indigenous Education team that includes Indigenous advocates, cultural coordinators, language instructors, tutors and youth and family counsellors.</p>	Kelowna/ West Kelowna	- Central Okanagan Public Schools (sd23.bc.ca)
YOUTH	Youth for Christ	A youth ministry with 37 locations in Canada. Their core programming includes leadership opportunities, employment skills, mentorship, community outreach, innovative youth centers, trips and events, and critical care for youth experiencing systemic vulnerability.		Youth for Christ Canada – We see the hope and potential in every young person. (yfc.ca)

	ORGANIZATION	DESCRIPTION	LOCATION	WEBSITE
ADDICTION AND RECOVERY PROGRAMS	The Bridge Youth and Family Services	<p>Since 1969 The Bridge has served youth and families in the Okanagan community. Their focus is on preventative and supportive programs to families and youth/ young adult detox and recovery programs.</p> <p>Most programs are accessible through referral from MCFD. Programs include individual and group counselling and support networks, a youth detox program and supportive recovery programs, youth overdose prevention outreach programs, and supports for youth in care and their families.</p>		Home Home - The Bridge Youth & Family Services (thebridgeservices.ca)

Youth Services Framework

June 13, 2022

Background

- ▶ The City has invested in youth experiencing vulnerabilities since 1979
- ▶ Transition of services to align with municipal model
- ▶ Commitment to supporting youth upstream



Purpose of Review

- ▶ Re-think City investment in youth development that aligns with other social sector support models
- ▶ Focus on services that compliment existing community assets
- ▶ Align and support other youth related City initiatives and priorities
- ▶ Continue to invest in youth with the same purpose as KYFS funding

Alignment

- ▶ Community Safety Plan
- ▶ Journey Home Strategy
- ▶ Draft Central Okanagan Poverty & Wellness Strategy



Youth Services Framework

- ▶ Contracted Urban Matters to conduct research and engagement
 - ▶ Goals
 - ▶ Gain an understanding of what programs and services exist for youth in Kelowna
 - ▶ Identify any gaps or barriers to access services
 - ▶ Review other municipal approaches to supporting youth upstream
 - ▶ Engage youth, create positive change and build resiliency
- ▶ Development took place from August 2021 to March 2022

Engagement

- ▶ Exploration and reflection of the multiple intersecting aspects of a community.
- ▶ Understanding community needs and determining possible avenues for action required input from:
 - ▶ multiple people,
 - ▶ multiple sources of data,
 - ▶ gathering a broad understanding of the pieces which can affect people's experiences, and
 - ▶ experiences related to how systems and structures function in the community.

Engagement

Engagement Method	Number of Engagements	Who was Engaged?
Promising Practice Scan of Youth Services among Local Governments	5 Interviews	<ul style="list-style-type: none"> • Calgary • Vancouver • Surrey • New Westminster • Maple Ridge
Youth Engagement –Focus Groups	4 Youth Groups	<ul style="list-style-type: none"> • Westbank First Nation Youth Council • Okanagan Boys and Girls Club Downtown • Ki-Low-Na Friendship Society • Kelowna Youth Art Council
Youth Serving Organization Interviews	22 Organization Interviews	

Promising practices

- ▶ Relationship based approach
- ▶ Engage youth at every step of the way
- ▶ Ensure consistency in youth services
- ▶ Provide designated youth spaces



Key findings

Youth are ideally situated to:

- ▶ Support the development of policy and engage in planning concerning urban environments
- ▶ Educate peers and the community on safety, health, and wellness-related issues
- ▶ Monitor and improve natural environments and community infrastructure

Priority Objectives

- ▶ Increase opportunities for programs and safe spaces for youth
- ▶ Strengthen the youth serving system through community collaboration
- ▶ Engaging, enabling and supporting youth development



Action items

- ▶ Increase opportunities for programs and safe spaces for youth
 - ▶ Navigation support
 - ▶ Low barrier programs
 - ▶ Training and resources for staff
- ▶ Strengthen the youth serving system through community collaboration
 - ▶ Convene youth serving organization network
 - ▶ Build capacity within local organizations
- ▶ Engaging, enabling and supporting youth development
 - ▶ Youth Strategy
 - ▶ Build community connection and resiliency

Guiding principles

- ▶ Not about me without me
- ▶ Focus on assets
- ▶ Apply a systems change approach
- ▶ Focus on Equity, Diversity and Inclusion
- ▶ Embrace cultural diversity
- ▶ Take a relationship-based approach
- ▶ Ensure consistency in services



Budget

- ▶ The existing youth services budget is approximately \$212,000
 - ▶ Youth navigator role and program delivery staff
 - ▶ Program development
 - ▶ Youth serving organization network
 - ▶ Youth Strategy development and implementation
- ▶ Additional budget requests may come in future years to support further implementation of the youth strategy



Report to Council



Date: June 13, 2022

To: Council

From: City Manager

Subject: 2022 General Election Officer Appointments and Election Bylaw

Department: Office of the City Clerk

Recommendation:

THAT Council receives, for information, the report from the Office of the City Clerk, dated June 13, 2022 regarding the 2022 Election Officer Appointments and Election Bylaw;

AND THAT Council appoints Laura Bentley, Deputy City Clerk as Chief Election Officer for the 2022 General Local Election;

AND THAT Council appoints Stephen Fleming, City Clerk, Rebecca Van Huizen, Legislative Coordinator Confidential (FOI) and Suzanne Woods, Corporate Records & Information Coordinator as Deputy Chief Election Officers for the 2022 General Local Election;

AND THAT the Chief Election Officer be authorized to enter into agreements with relevant third parties for the purposes of conducting the 2022 General Local Election;

AND FURTHER THAT Council gives reading consideration to Bylaw No. 12393 being the 2022 General Local Government Election Bylaw.

Purpose:

To appoint the Chief Election Officer and Deputy Chief Election Officers and establish procedures for the conduct of the 2022 General Local Election.

Background:

Each local government in BC is responsible for conducting its own general local election under the *Local Government Act*. Several authorities play a role in local government elections:

- The City of Kelowna, through the appointment of the Chief Election Officer, ensures the election is conducted in accordance with the *Local Government Act* and the *School Act* with responsibility for nominations, voting, and election results;

- Elections BC administers campaign financing and advertising rules for local elections and assent voting in B.C. under the *Local Elections Campaign Financing Act* (LECFA); and
- The Ministry of Municipal Affairs oversees the legislation for general local elections and the Ministry of Education does the same for school trustees*/school board elections.

* The City of Kelowna will conduct the Kelowna School Trustee election on behalf of the Board of Education, in accordance with the *School Act*.

2022 Key Dates

Jan. 1 – Sept. 16, 2022	Election period
July 22, 2022	Candidate nomination packages available
Aug. 30 – Sept. 9, 2022	Nomination period
Sept. 17 – Oct. 15, 2022	Campaign period
Oct. 5 and 12, 2022	Required advance voting opportunities
Oct. 15, 2022	General Voting Day
Jan. 13, 2023	Campaign financing disclosure statement filing deadline

Discussion:

The 2022 General Local Government Election Bylaw No. 12393 sets the procedures for the conduct of the election and establishes the following:

- Names of candidates on the ballot will be in alphabetical order;
- Any tie vote after a judicial recount will be determined by lot;
- Number of nominators required will be ten (10);
- A refundable \$100.00 nomination deposit will be required;
- Mail ballot and additional advance voting options will be offered with the Chief Election Officer authorized to establish the voting locations and times; and
- Special voting opportunities may be available to qualified electors who are residents, patients, family members or staff at the facility being used.

Two legislative changes since the 2018 election are noteworthy. First, residents who have lived in Kelowna for less than 30 days are now eligible to vote provided they meet all other eligibility requirements. These include being 18 years old as of October 15, 2022, a Canadian citizen, a resident of BC for at least 6 months before voting, a resident of the City or a qualified non-resident property elector, and not disqualified from voting.

Second, mail ballot voting is now open to all voters if the local government chooses to allow it. Mail ballot voting was previously limited to voters who were unable to vote in-person due to physical disability, illness, injury, or being out of town for all voting opportunities. With this expanded eligibility staff expect more residents to make use of mail ballot voting and it provides a possible alternative to special voting.

Numerous advance and general voting opportunities will be provided to ensure elector accessibility to voting opportunities on multiple days and in a variety of convenient locations. All voting opportunities are from 8:00 am to 8:00 pm unless otherwise listed.

Date	Voting Opportunity	Location
Wednesday October 5	Required Advance	Parkinson Recreation Centre, 1800 Parkinson Way
Saturday October 8	Additional Advance	Dr. Knox Middle School, 121 Drysdale Blvd Hollywood Road Education Centre, 1040 Hollywood Rd S Parkinson Recreation Centre, 1800 Parkinson Way
Wednesday October 12	Required Advance	Black Box Theatre, 1375 Water St Parkinson Recreation Centre, 1800 Parkinson Way
Wednesday October 12	Additional Advance (8:00 am to 6:00 pm)	Okanagan College, Centre for Learning Atrium – 1000 KLO Rd UBC Okanagan, Nechako Building – Gathering Room – 1255 International Mews
Thursday October 13 & Friday October 14	Additional Advance	Parkinson Recreation Centre, 1800 Parkinson Way
Saturday October 15	General Voting	Black Box Theatre, 1375 Water St Capital News Centre, 4105 Gordon Dr Dr. Knox Middle School, 121 Drysdale Blvd East Kelowna Community Hall, 2704 East Kelowna Rd Ellison Community Hall, 4411 Old Vernon Rd Evangel Church, 3261 Gordon Dr Hollywood Road Education Centre, 1040 Hollywood Rd S Kelowna Senior Citizens' Society, 1353 Richter St Mission Creek Alliance Church, 2091 Springfield Rd Okanagan Mission Community Hall, 4409 Lakeshore Rd Parkinson Recreation Centre, 1800 Parkinson Way Rutland Elementary School, 620 Webster Rd Springvalley Middle School, 350 Ziprick Rd Watson Road Elementary School, 475 Yates Rd

New this year, the City will hold a joint voting location with the Regional District of Central Okanagan at Ellison Community Hall on general voting day. This will provide a closer voting location option for residents in the north part of the City and staff will consider the effectiveness of this initiative for future election planning.

Automated Voting Machine Bylaw No. 10970 permits the use of automated vote counting machines and sets the procedures electors and election staff will follow. As in the previous three general local elections (2011, 2014, and 2018), a voter assist terminal will be available for voters with differing abilities to provide an electronic option to mark their ballot privately and independently. The voter assist terminal will be at Parkinson Recreation Centre.

Elector registration takes place at the time of voting, in accordance with Elector Registration Bylaw No. 10547. The City does not use a voter list. Election Sign Bylaw No. 10411 regulates the timing, size, type, form, and location of election and election event signs.

Conclusion:

The General Local Election is an opportunity for all qualified electors in Kelowna to exercise their right to vote and, as a community, elect their 2022-2026 City Council. Relevant and timely information will be provided in multiple formats to engage and inform our residents of opportunities to vote.

The Chief Election Officer and Deputy Chief Election Officers are committed to ensuring multiple voting opportunities are available to provide voting accessibility to all electors, and ensuring that all voting opportunities are conducted in a fair and open manner respecting the integrity of the individual vote.

Staff will continue to follow and monitor recommended protocols and health guidelines to prioritize the health and safety of voters, election staff, and candidates throughout the election process.

Legal/Statutory Authority:

Local Government Act, Part 3 Electors and Election

Legal/Statutory Procedural Requirements:

Local Government Act, s.56(2) – election bylaws must be adopted a minimum of 56 days prior to the first day of the nomination period

Financial/Budgetary Considerations:

Funding in support of the four-year election cycle is provided through regular annual budget contributions to the Election reserve fund.

Personnel Implications:

The election budget includes a seven month Election Clerk position, with Office of the City Clerk staff assigned as needed and under restricted leave during August, September, and October to assist with the election and provide continuity for our regular duties.

Considerations not applicable to this report:

Communications Comments

External Agency/Public Comments

Submitted by:

L. Bentley, Deputy City Clerk

Approved for inclusion: S. Fleming, City Clerk

cc:

C. Judson, Communications

Election Appointments & Bylaw

2022 Key Dates

Jan. 1 – Sept. 16, 2022	Election period
July 22, 2022	Candidate nomination packages available
Aug. 30 – Sept. 9, 2022	Nomination period
Sept. 17 – Oct. 15, 2022	Campaign period
Oct. 5, 8 & 12-14, 2022	Advance voting opportunities
Oct. 15, 2022	General Voting Day
Jan. 13, 2023	Campaign financing disclosure statement filing deadline

Election Authorities

- ▶ City of Kelowna
 - ▶ Conduct election in accordance with legislation
 - ▶ Responsible for nominations, voting & election results
- ▶ Elections BC
 - ▶ Administers campaign financing & advertising rules
- ▶ Ministry of Municipal Affairs
 - ▶ Oversees legislation for general local elections

Election Bylaw

- ▶ Names of candidates on the ballot in alphabetical order
- ▶ Any tie vote after a judicial recount determined by lot
- ▶ 10 nominators required
- ▶ Refundable \$100.00 nomination deposit
- ▶ Mail ballot & additional advance voting options with the Chief Election Officer authorized to establish voting locations & times
- ▶ Special voting opportunities may be available

Legislative Changes

- ▶ Voter eligibility
 - ▶ Residents who have lived in Kelowna less than 30 days eligible to vote
 - ▶ Must meet all other eligibility requirements
- ▶ Mail ballot voting open to all voters
 - ▶ Previously limited to those who couldn't vote in-person

Voting Opportunities

Date	Location(s)
Wednesday October 5	Parkinson Recreation Centre, 1800 Parkinson Way
Saturday October 8	Dr. Knox Middle School, 121 Drysdale Blvd Hollywood Road Education Centre, 1040 Hollywood Rd S Parkinson Recreation Centre, 1800 Parkinson Way
Wednesday October 12	Black Box Theatre, 1375 Water St Parkinson Recreation Centre, 1800 Parkinson Way Okanagan College, Centre for Learning Atrium – 1000 KLO Rd* UBC Okanagan, Nechako Building – Gathering Room – 1255 International Mews*
Thursday October 13 & Friday October 14	Parkinson Recreation Centre, 1800 Parkinson Way
Saturday October 15	14 locations across the City

* Okanagan College & UBC Okanagan are 8 am to 6 pm, all other locations are 8 am to 8 pm

Recommendation

- ▶ Appoint Chief & Deputy Election Officers
- ▶ Authorize the Chief Election Officer to enter into agreements
- ▶ Give bylaw readings to 2022 General Local Government Election Bylaw No. 12393



Questions?

For more information, visit kelowna.ca.

CITY OF KELOWNA

BYLAW NO. 12393

A Bylaw to provide for the procedures for the conduct of the 2022 Local Government Elections and other voting

WHEREAS under the *Local Government Act*, the Council of the City of Kelowna may, by bylaw, determine various procedures and requirements to be applied in the administration and conduct of local government elections and other voting;

AND WHEREAS the Council of the City of Kelowna wishes to establish various procedures and requirements in relation to general local elections and any other voting under that authority;

NOW THEREFORE the Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. CITATION

- 1.1 This bylaw may be cited for all purposes as "2022 General Local Government Election Bylaw No. 12393".

2. MINIMUM NUMBER OF NOMINATORS

- 2.1 The minimum number of qualified nominators required to make a nomination for office as a member of Council shall be 10 as authorized in section 86 of the *Local Government Act*.

3. NOMINATION DEPOSITS

- 3.1 As authorized in section 88 of the *Local Government Act* nominations for Mayor, Councillor or School Trustee must be accompanied by a nomination deposit.
- 3.2 The amount of the nomination deposit required under section 3.1 of this bylaw shall be \$100.00 (One Hundred Dollars).

4. ACCESS TO NOMINATION DOCUMENTS

- 4.1 As authorized under section 89 of the *Local Government Act*, public access to nomination documents will be available at the Office of the City Clerk, 1435 Water Street, Kelowna, BC during normal working hours of 8:00 am to 4:00 pm, Monday to Friday.

5. ADVANCE VOTING OPPORTUNITIES

- 5.1 The following days are hereby established as required advance voting opportunities:
- (a) October 5; and
 - (b) October 12, 2022.
- 5.2 The Chief Election Officer is hereby authorized to establish additional advance voting opportunities in advance of general voting day, and designate the voting places and set the voting hours for these voting opportunities as identified under section 108 of the *Local Government Act*.

6. SPECIAL VOTING OPPORTUNITIES

- 6.1 The Chief Election Officer is hereby authorized to establish for electors, who may otherwise be unable to vote, a special voting opportunity and designate the location, the date, and the voting hours.
- 6.2 Persons who may vote at a special voting opportunity shall be qualified electors who are residents, patients or family members at the facility, or qualified electors who are employed at the facility being used as a special voting opportunity.
- 6.3 The Chief Election Officer is hereby authorized to limit the number of candidate representatives who may be present at a special voting opportunity.

7. MAIL BALLOT VOTING

- 7.1 Mail ballot voting shall be permitted in accordance with Section 110 of the *Local Government Act*, and elector registration shall be permitted to be conducted in conjunction with this voting.
- 7.2 The Chief Election Officer is hereby authorized to establish time limits in relation to voting by mail ballot.
- 7.3 As provided in the *Local Government Act*, a mail ballot must be received by the Chief Election Officer before the close of voting on general voting day in order to be counted for an election.
- 7.4 Mail ballot voting procedures are established in 'Schedule A' attached to and forming part of this bylaw.

8. GENERAL VOTING OPPORTUNITIES

- 8.1 The Chief Election Officer is hereby authorized to establish additional general voting opportunities for general voting day, and designate the voting places, and set the voting hours for these voting opportunities.

9. ORDER OF NAMES ON BALLOT

- 9.1 The order of names of candidates on the ballot will be alphabetical as in accordance with section 116 of the *Local Government Act*.

10. RESOLUTION OF TIE VOTES AFTER JUDICIAL RECOUNT

- 10.1 In the event of a tie vote after a judicial recount, the tie vote will be resolved by conducting a lot in accordance with section 151 of the *Local Government Act*.

Read a first, second, and third time by the Municipal Council this

Adopted by the Council of the City of Kelowna this

Mayor

City Clerk

Schedule 'A'

1. Definitions

1.1 In this Schedule:

Applicant means an elector who wants to vote by mail and make a request for a mail ballot;

Authorized person means a person that the **applicant** has authorized, on the **applicant's** behalf, to pick up a mail ballot package or drop off a completed mail ballot package.

Chief Election Officer means the person appointed as such by the Council of the City of Kelowna or their designate.

Register of mail ballots means the records that the **Chief Election Officer** must keep in order to address any challenges to an elector's right to vote.

2. Application Procedure

2.1 An **applicant** will apply by giving their name and address to the **Chief Election Officer** during the period established by the **Chief Election Officer**.

2.2 An **applicant** must indicate if they will be registering as a resident elector or as a non-resident property elector.

2.3 Upon the **applicant** making a request for a mail ballot, the **Chief Election Officer** will:

- (a) make available to the **applicant** a mail ballot package which contains:
 - i. the content set out in section 110(7) of the *Local Government Act*;
 - ii. additional instructions; and
 - iii. a statement advising the elector that the elector must meet the eligibility to vote criteria and the elector must attest to such fact; and
- (b) record in the **register of mail ballots** and, upon request, make available for inspection the name and address of the elector to whom the mail ballot package was issued; and
- (c) record in the **register of mail ballots** any other information that the **Chief Election Officer** deems helpful to maintain the **register of mail ballots**.

2.4 As per the **applicant's** direction, the **Chief Election Officer** may distribute the mail ballot package in any of the following ways:

- (a) sending the mail ballot package by Canada Post;
- (b) sending the mail ballot package by courier at the expense of the **applicant**;
- (c) having the mail ballot package picked up by the **applicant** at a designated time and location; or
- (d) having the mail ballot package picked up by an **authorized person** at a designated time and location.

2.5 The **Chief Election Officer** may request that the **authorized person** show identification and sign a form before providing the **authorized person** with the mail ballot package.

3. Voting Procedure

- 3.1 To vote by a mail ballot, the elector will mark the ballot in accordance with the instructions contained in the mail ballot package provided by the **Chief Election Officer**.
- 3.2 After marking the ballot, the elector will:
- (a) place the ballot in the secrecy envelope provided and seal the secrecy envelope;
 - (b) place the secrecy envelope in the certification envelope, and complete and sign the certification printed on such envelope, and then seal the certification envelope;
 - (c) place the certification envelope, together with a completed elector registration application, in the outer envelope, and then seal the outer envelope; and
 - (d) mail, or otherwise deliver, the outer envelope and its contents to the **Chief Election Officer** at the address specified so that it is received by the **Chief Election Officer** no later than the close of voting on general voting day.

4. Ballot Acceptance or Rejection

- 4.1 The **Chief Election Officer** will, upon receipt of the return envelope and its contents, immediately record the date of receipt in the **register of mail ballots** and open the return envelope.
- 4.2 When the **Chief Election Officer** examines the certification envelope, the **Chief Election Officer** will:
- (a) confirm the identity of the elector as an **applicant** on the **register of mail ballots**;
 - (b) determine the fulfilment of the requirements in section 70 of the *Local Government Act* and the completeness of any application to register; and
 - (c) determine the completeness of the certification envelope.
- 4.3 If the **Chief Election Officer** is satisfied that the elector has met the requirements in section 4.2, the **Chief Election Officer** will mark the certification envelope as "accepted" and place the accepted certification envelope with the other certification envelopes in a secure location.
- 4.4 If the **Chief Election Officer** is not satisfied as to the identify to the elector or the elector has not completed the application to register properly, the **Chief Election Officer** will mark the certification envelope as "rejected", indicate the reason for the rejection and set aside the rejected certification envelope unopened in a secure location.
- 4.5 At the time established by the **Chief Election Officer** prior to general voting day, and in the presence of at least one (1) other election official, the **Chief Election Officer** will:
- (a) open the certification envelopes;
 - (b) remove the secrecy envelopes containing the ballots; and
 - (c) place the sealed secrecy envelope containing the ballot in the designated portable ballot box.
- 4.6 Should the **Chief Election Officer** deem it necessary, at the time established by the **Chief Election Officer** prior to the close of voting on general voting day, and in the presence of at least one (1) other election official and any candidate representatives, the **Chief Election Officer** will supervise:
- (a) the opening of the designated portable ballot box;
 - (b) the opening of the secrecy envelopes; and

- (c) the counting of the ballots following the procedures, so far as applicable, in Section 5 of Automated Voting Machines Authorization Bylaw No. 10970.

4.7 At the close of voting on general voting day, and in the presence of at least one (1) other election official and any candidate representatives, the **Chief Election Officer** will supervise:

- (a) the opening of the designated portable ballot box;
- (b) the opening of the secrecy envelopes; and
- (c) the counting of the ballots following the procedures, so far as applicable, in Section 7 of Automated Voting Machines Authorization Bylaw No. 10970.

4.8 If the **Chief Election Officer** receives a return envelope with its contents after the close of general voting day, the **Chief Election Officer** will:

- (a) mark the return envelope as "rejected";
- (b) indicate the reason why the return envelope was rejected on the return envelope; and
- (c) place the unopened return envelope with the other rejected return envelopes.

5. Challenge of Elector

5.1 A person who qualifies under section 126 of the *Local Government Act* may challenge the right of a person to vote by mail ballot on the grounds set out in section 126 of the *Local Government Act* up until 4:00 pm two days before general voting day.

6. Elector's Name Already Used

6.1 If, upon receiving a request for a mail ballot, the **Chief Election Officer** determines that another person has voted or has already been issued a mail ballot in the elector's name, the **Chief Election Officer** will comply with section 127 of the *Local Government Act*.

7. Replacement of Spoiled Ballot

7.1 If an elector unintentionally spoils a mail ballot before returning it to the **Chief Election Officer**, the elector may request a replacement ballot by advising the **Chief Election Officer** of the ballot spoilage and mailing or otherwise delivering, by any appropriate means, the spoiled ballot package in its entirety to the **Chief Election Officer**.

7.2 Upon receipt of the spoiled ballot package, the **Chief Election Officer** will record such fact and proceed in accordance with Section 2 of this schedule.