

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 1186

A bylaw to amend the Regional District of Central Okanagan Regional Parks Regulation Bylaw No. 1105, 2005.

WHEREAS the Regional District of Central Okanagan considers that it is necessary to amend the Regional District of Central Okanagan Regional Parks Regulation Bylaw No. 1105, 2005, under the provisions of the Local Government Act.

NOW THEREFORE THE REGIONAL BOARD OF THE REGIONAL DISTRICT OF CENTRAL OKANAGAN, IN OPEN MEETING, ASSEMBLED ENACTS AS FOLLOWS:

1. This bylaw may be cited as the "Regional District of Central Okanagan Regional Parks Regulation Amendment Bylaw No. 1186, 2006".
2. The Regional District of Central Okanagan Parks Regulations Bylaw No. 755, 1997 and all amendments thereto are hereby repealed.
3. The Regional District of Central Okanagan Regional Parks Regulation Amendment Bylaw No. 1180, 2006 is hereby repealed.
4. Delete Section 3.(1)(i) and replace with:
" (i) **"Vessel"** means canoe, boat, kayak, or other craft used or capable of being used, for navigation on water."
5. Delete Section 3.(1)(n) and replace with:
" (n) **"Region or RDCO"** means the Regional District of Central Okanagan."
6. Add the following definition to Section 3.(1):
" (p) **"Permit or Contract"** means the granted written permission under this bylaw, authorizing access, activity or a course of behaviour or conduct in or on any RDCO Property."
7. In Section 7.(1) and 7.(4) delete the words "damage or destroy" and replace with "damage, destroy, deface or vandalize"; and in Section 7.(3) delete the words "destroy or damage" and replace with "damage, destroy, deface or vandalize".
8. Delete the existing Section 7.(2) in its entirety and renumber Sections 7.(3) and 7.(4) to 7.(2) and 7.(3).
9. In Section 8.(7) add at the end thereof: ", except as defined in Schedule C."
10. In Section 10.(3) add at the end thereof:
"Such shelters must not be anchored with any form of stake or peg driven into the ground in any turf area."
11. Amend Section 11. by renumbering it as Section 11.(1) and adding:

“(2) No person shall possess or consume liquor in a regional park except in premises where the liquor is possessed pursuant to and in compliance with a permit issued by the RDCO.”.

12. Delete Section 12. and replace with Section 12.(1), 12.(2) and 12.(3) as follows:

“12. ASSEMBLY

- (1) No person shall conduct any procession, march, drill, performance, ceremony, concert or other special event in a regional park without first obtaining a permit for such purpose from the Region.
- (2) No person shall obstruct or interfere with any person who is lawfully using any regional park, except that where a person holds a contract for an exclusive specific use for all or part of a regional park that person may inform others of their exclusive occupancy and use of that portion of the regional park which is subject to the contract by displaying their contract. No authority is granted or transferred to the contract holder to physically restrict access to or remove from the permitted area any individual who is not the contract holder or a member of their party.
- (3) No person shall obstruct or interfere with the exclusive occupancy and enjoyment of a contract holder within an area for which they hold an occupancy contract during those times designated on the occupancy contract.”.

13. In Sections 13.(1) and 13.(2) delete the words “boat, motorboat, personal or motorized watercraft”, and replace with the word “vessel”.

14. In Sections 13.(3) and 13.(4) delete the word “boat” and replace with the word “vessel”.

15. In Section 13.(5) delete the word “motorboat” and replace with the word “vessel”.

16. In Section 14.(1) delete: “, except in facilities provided for such purposes or as otherwise posted.”.

17. In Section 14.(2) add: “, lawn candle, open flame lantern”; before “or other burning material”; and, add at the end thereof: “except as provided in 14.(4).”.

18. In Section 14. add:

“(4) Commercial style briquette fuelled barbeques may be allowed for special events by obtaining a permit for such, from the RDCO.

(5) No personal barbeques except those fuelled by propane shall be allowed in a Regional Park. Where fixed barbeque stands are provided by the RDCO, only charcoal briquettes may be used.”.

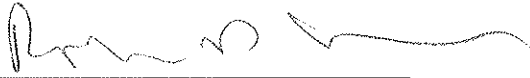
19. In Section 16.(2) and 16.(5) add at the end thereof: “, except as outlined in 16.(15).”.

20. Delete Section 16.(14) and replace with 16.(14) as follows:
“(14) No person shall park in a parking stall for the disabled unless their vehicle displays a valid permit for disabled parking.”
21. Add to Section 16.:
“(15) Vehicles left in a regional park after closing will be locked in, unless otherwise posted. Owners or operators of vehicles locked in after closing may wait until the next scheduled opening to remove their vehicle or they may call the designated Contractor (as posted) to open the gate and release the vehicle. The Contractor will set the fee for releasing the vehicle from the closed park. If the same vehicle has not been removed prior to the next scheduled closing time it will be removed at the owner’s expense.”
22. In Section 17.(1)(f) delete the following words: "boat, motorboat or personal motorized watercraft" and replace with the word "vessel".
23. Add to section 17.(2)(b) "and times" after "designate areas"; and add:
“(j) designate hours of operation.”
24. In Section 17.(3)(c) delete "gatherings and meetings of more than 12 (twelve) persons" and replace with "other special events".
25. Delete Section 18.(3) and replace with Section 18.(3)(a) and 18.(3)(b) as follows:
“(a) If a vehicle is removed and not reclaimed within 3 (three) days, and the vehicle bears a current licence plate the registered owner shall be given notice by registered mail of the location of such vehicle at the address of such registered owner as shown on the records of the Motor Vehicle Branch.

(b) If the registered owner fails to claim the vehicle within 30 (thirty) days and pay the cost of removal and storage then the vehicle may be sold by public auction and any price obtained for such vehicle shall be applied first to the cost of removal and storage and secondly the balance, if any, shall be paid to the registered owner as shown on the records of the Motor Vehicle Branch.”
26. Delete the existing Schedule A and replace with Schedule A attached to this bylaw.
27. Delete the existing Schedule B and replace with Schedule B attached to this bylaw.
28. Delete the existing Schedule C and replace with Schedule C attached to this bylaw.

READ A FIRST TIME THIS	25th	DAY OF	September	2006.
READ A SECOND TIME THIS	25th	DAY OF	September	2006.
READ A THIRD TIME THIS	25th	DAY OF	September	2006.

RECONSIDERED AND ADOPTED THIS 25th DAY OF September 2006.



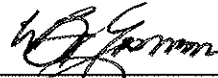
CHAIR



DIRECTOR OF CORPORATE SERVICES

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1186 cited as the "Regional District of Central Okanagan Regional Parks Regulation Amendment Bylaw No. 1186, 2006", as read a third time and adopted by the Regional Board on the 25th day of September, 2006.

Dated at Kelowna, B.C. this
27th day of September, 2006.



DIRECTOR OF CORPORATE SERVICES

SCHEDULE A



REGIONAL PARK USER FEES & CHARGES

GENERAL PRINCIPLES FOR REGIONAL DISTRICT OF CENTRAL OKANAGAN PARKS AND RECREATION FACILITIES RENTALS, FEES & CHARGES

1. The Regional District of Central Okanagan has an obligation to sponsor, within constraints of limited available public resources, both Regional Parks services and community parks and recreation services which:
 - a) meet socially and environmentally worthwhile goals and objectives and clearly demonstrate a benefit to residents serviced by each of the parks and recreation services provided;
 - b) are, as far as reasonably possible, accessible to all residents of the Central Okanagan;
 - c) to the extent that public subsidy of these Regional Parks and community parks and recreation services is justified and is required, it should be provided.
2. Fees and charges should supplement tax appropriations as a source of revenue for the Parks and Recreation Department of the Regional District of Central Okanagan (RDCO) and should not be the primary revenue source for the operation of the department.
3. Using public sector funds with the objective of undermining the ability of the private sector to compete in the market place is unacceptable. Taxes should never be used unfairly to compete with the private sector. However, if the public good needs to be realized, and the private sector is unwilling or unable to realize it at a price that is affordable by the target market, the public sector can justify competing with the private sector to realize those public benefits.
4. Cost of administering and collecting revenues should not be disproportionate to the actual revenue gained.
5. The extension of the Parks and Recreation Department services should be based on the need and not the income value of the services.
6. Special services or exclusive privileges should entail a charge:
 - a) expendable materials – arts & crafts supplies
 - b) consumable materials – food
 - c) specialized instruction – pottery, dance, gymnastics
 - d) high cost facility – pool, arena, field, complex
 - e) use of equipment – kitchen, sport, chairs, tables, audio-visual
 - f) protection of property – personal, parking
 - g) exclusive occupancy – ice, floor, field, parking, building
 - h) admissions – skate, swimming, dance, show
7. Parks & Recreation public program delivery is considered the highest priority in use of parks & recreation facilities. Allocation of parks and recreation facilities will be in accordance with the following order of priority:
 - a) Community programs (i.e. public skating, environmental education, etc.)

- b) Organized recreational use (non exclusive organized sport)
 - c) Non-profit or fundraising initiatives that have a direct relationship with the delivery of Regional or Community Parks service delivery or Recreation Facility services
 - d) Other Private and / or Commercial Users
8. With regard to parks and recreation facilities allocation priorities above, it must be recognized that no single use shall unreasonably monopolize or disrupt the operation of any other use.
 9. In recognition of the community social and economic benefits associated with Provincial and National Tournaments and Competitions, Conferences and Major Special Events in the community, the Director of Parks and Recreation may adjust the fees and charges for these events, when the same can be accommodated without severely impacting the two highest allocation priorities identified above, and as deemed as appropriate after a thorough review of the individual proposal.
 10. All fees subject to the Goods and Services Tax (G.S.T.) unless otherwise specified.
 11. Fees and Charges Categories
 - Child12 years and under
 - Youth/Student.....13 to 17 years / or valid student card
 - Adult18 to 64 years
 - Senior65 years and over
 - Family.....maximum 2 Adults & 3 Children under 18 years of age and adult must accompany children into family sessions

**GENERAL CONDITIONS FOR RENTAL OR USE OF A REGIONAL DISTRICT OF CENTRAL
OKANAGAN (RDCO) PARK OR RECREATION FACILITY**

CONTRACT / USE AGREEMENT:

1. The Director of Parks and Recreation or designated authority reserves the right to approve or deny any park or recreation facility use request in order to ensure an appropriate schedule of activities at any RDCO parks and facilities.
2. All parks and/or recreation facilities use agreements are to be documented with the standard contract form and invoiced accordingly.
3. The renter/user must understand and agree to all specific rules and regulations as printed on the contract with respect to other terms and conditions for the use of the park/facility.
4. Each parks and/or recreation facilities use agreement covers only the provision of the standard park or facility with the normal maintenance staff.

LIABILITY / INSURANCE:

1. Any personnel required to operate an event is the sole responsibility of the party renting the parks and/or recreation facilities (i.e. ushers, doormen, ticket takers, security). The type and number of personnel must be sufficient to ensure that no person violates the laws of the Province of British Columbia, and/or the Statutes of Canada and/or the Bylaws of the RDCO.
2. The renter/user shall be liable for any loss or damage and assume all risk for same, including injuries to any person, arising out of the use of the facility, and shall be required to carry appropriate liability insurance as specified by RDCO. Any damages in excess of the damage deposit will be invoiced to the user.
3. The renter/user must, prior to the signing of the agreement, obtain and maintain **comprehensive general liability insurance** including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the Regional District (the 'District'). The District must be included as **"additional insured"**. Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000.00 per occurrence, including \$2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the District may require from time to time. The policy shall contain a clause providing that the insurer will give the District thirty (30) days prior written notice in the event of cancellation or material change. **The renter/user must provide the District with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the District.** It shall be the sole responsibility of the renter/user to determine what additional insurance coverage, if any, including but not limited to Workers Compensation and Participants Insurance, is necessary and advisable for its own protection and/or to fulfill its obligations under the agreement. Any such additional insurance shall be maintained and provided at the expense of the renter/user.
4. The renter/user shall not permit over-crowding by spectators and/or participants in excess of the limits set by the Fire Commissioner, and shall not permit blocking of hallways, exits or other means of egress.

DEPOSITS/FEES/CHARGES:

1. All fees and charges must be paid fourteen (14) days prior to the first day of the event to validate the contract with the exception of users identified in Clause 5 below.
2. The RDCO reserves the right to demand payment of all charges at the time of signing the contract.
3. Rental and park use deposits and damage deposits must be paid by cash, credit card or cheque (payable to RDCO) and will be processed upon receipt.
4. Non-profit or complimentary use of a park or recreation facility by any organization must also include signing a contract for said usage in the usual manner. This non-profit or complimentary use is not exempt from any applicable S.O.C.A.N. assessment or insurance premiums.
5. Associations that rent recreation facilities on an ongoing basis, such as minor hockey, figure skating, ringette, square dancers and other qualified groups, will be invoiced at the end of every month and payment is required within thirty (30) days of receiving the invoice.
6. One-time or casual renters must be prepaid, as per clause 1 above, unless other arrangements have been agreed upon with RDCO.
7. Any person or organization renting facilities on a "per game" basis will pay the appropriate rent as negotiated, which will include any necessary maintenance time.
8. School rates, if applicable, apply only during regular school hours.
9. Any event that extends beyond the normal park/facility working schedule will be required to pay the additional labour costs. Any requests for use on a Statutory Holiday will be considered on an individual basis as most recreation facilities are closed. The RDCO reserves the right to charge for the extra labour costs associated with Statutory Holiday bookings at a minimum four (4) hour charge.
10. The RDCO reserves the right to determine the amount of rental deposits and damage deposits. The rental deposit will be applied to the rental. The damage deposit will be returned, less costs for any incurred damages. A separate damage deposit must be made for each event.
11. Tentative bookings will only be considered to a maximum of **twelve (12) months** in advance of the intended first event booking.
12. All tentative bookings must provide confirmation of the booking **sixty (60) days** prior to the event and a park use / facility non-refundable rental deposit of fifty percent (50%) of the required fees and charges (or as negotiated) is required to hold the tentative booking.
13. In the event of a rate change, the rate identified in the appropriate service regulatory bylaw approved at the time of the booking will prevail.

OTHER:

1. **ALL buildings are designated NON SMOKING** (refer to RDCO policy 266/00).
2. **NO ANIMALS**, except guide animals, are permitted in buildings unless authorized in the contract.
3. The use of any RDCO sound system installed in a building can be included in the general contract.
4. Admittance to the building prior to the time stated on the contract can only be made with the express permission of the Director of Parks and Recreation or designate.

ADDITIONAL LICENSING:

1. Consumption of alcoholic beverages is strictly forbidden, with the exception of licensed functions. Licensed functions must be approved by the Chief Administrative Officer or designated authority before obtaining a Liquor Permit from the RCMP or any other permit-issuing agency. The Regional Board may, in the future, adopt additional regulations regarding the consumption/possession of alcohol in all of its parks/facilities.
2. The renter agrees to abide by the "Designated Driver Program" policy resolution #627/97.

FACILITY AND PARK BOOKING CANCELLATION POLICY

1. The Facility Booking Cancellation Policy applies to all RDCO Community Parks, Regional Parks and Recreation Facilities in which user fees or facility rental charges are applied as set out by the associated park or recreation facility regulation bylaw.
2. For non-regular bookings greater than three (3) hours in duration, cancellation in writing for functions must be received at least sixty (60) days in advance. If cancellation notification is received by the RDCO **less than sixty (60) days** prior to the booking, the rental deposit will be forfeited. For non-regular bookings greater than three (3) hours in duration, cancellations received **less than fourteen (14) days prior** will forfeit full charges for the intended use or rental.
3. For non-regular bookings up to three (3) hours in duration, cancellation in writing for functions must be received at least thirty (30) days in advance. If cancellation notification is received by the RDCO **less than thirty (30) days** prior to the booking, the rental deposit will be forfeited. All cancellations received **less than fourteen (14) days prior** will forfeit full charges for the intended use or rental.
4. Cancellation verbally or in writing must be received a minimum of seventy-two (72) hours prior to scheduled use for all sports fields. Charges for field use after the date of use will be reversed only in the event of a rain out and only if notification is given within seven (7) days of the date of originally scheduled use.
5. Bookings made where there is less than the minimum cancellation time period will require payment by cash or credit card at the time of the booking.

***NO EXCEPTIONS WILL BE MADE TO THE FACILITY AND PARK BOOKING CANCELLATION POLICY UNLESS AUTHORIZED BY THE DIRECTOR.**

SPORTS FIELDS RENTAL RATES AND USE CONDITIONS

1. Any user of these facilities will be responsible to ensure that no person violates the laws of the province of B.C. and/or the Statutes of Canada or any bylaws of the Regional District of Central Okanagan or Municipality. Failure to comply may result in refusal of future privileges of any Regional District park or recreation facility.
2. User groups must not commence play on a field, ball diamond or running track, or any other outdoor facility, where the combination of excessive moisture and player usage may cause damage to the turf or playing surface. Games will have to be postponed and re-scheduled.
3. Motor vehicles are restricted to designated parking areas (except emergency vehicles). Dogs or horses are allowed only in designated Regional District Parks.
4. User groups are required to cooperate with the Regional District of Central Okanagan staff by reporting damaged equipment prior to the game or at their earliest convenience.
5. No user group shall erect or construct any building, fence, sign, post, etc. without obtaining prior authority from the Director of Parks and Recreation or designated authority.
6. The user shall not use any electrical outlets without prior approval from the Director of Parks and Recreation or designated authority.
7. The user shall be liable for any damage to the facility occurring as a result of the renter's use during the renter's contract time.
8. No posters without prior approval.
9. First Aid is the responsibility of the user.
10. Any user or user group using a Regional District of Central Okanagan Facility not obeying the rules set out by the Regional District of Central Okanagan may be denied usage for a time specified by the Director of Parks and Recreation or designated authority.
11. Any additional maintenance will be billed extra.
12. The Regional District is authorized to charge a security/damage deposit payable in the case of a Regional and/or Community park use permit for an event, at the discretion of the Director of Parks and Recreation Department or designate.
 - i. fewer than 100 people: up to \$500
 - ii. Over 100 people: up to an additional \$500 per 100 people.

For events serving alcohol or as designated by the Regional Board, the Regional District is authorized to charge a \$300.00 deposit per event, in addition to a security/damage deposit.

13. Regional Park Sports Field Rental Rates.

Subject to "Commercial" Use of Sports Fields fees as set out in the following section, users of sport fields shall pay the following rates prior to the use of the sports fields:

Type of Fee	2006	2007	2008	2009	2010
PARKS					
Sports Fields					
YOUTH					
B Field	5.10	5.20	5.30	5.40	5.50
ADULT					
B Field	10.20	10.40	10.60	10.80	11.00

14. "Commercial" Use of Sports Fields

Where a field is rented to a corporation other than a not-for-profit corporation, or to a partnership or to another person carrying on a business on commercial property, the fee shall be twice the fee set out in Section 13 above.

15. Park Special Access Permit

Under special circumstances as approved by the Director of Parks & Recreation Department or designate, access into or through a park will be considered. At the discretion of the Director of Parks & Recreation or designate park access fees will be charged at a rate of \$55/per site visit and a minimum charge of \$110 will apply to all special access permits.

16. Environmental Education Center for the Central Okanagan (EECO – Mission Creek Regional Park)

Lower Level Conference Room	\$15/Hour (Minimum 3 hour booking) Daily maximum rate of \$150 (7:00 a.m. – 11:00 p.m. Daily) (Except Statutory Holidays)
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17. Regional Park Facility and Park Use Fees

Regional Park	Facility	Fees
Mission Creek	Picnic Shelter	\$10/Hour with a minimum 3 hour booking Daily maximum rate of \$75 (8:00 a.m. – Park Close)
Bertram Creek	Picnic Shelter	
Raymer Bay	Picnic Shelter	
Kopje	Picnic Area	
Gellatly Nut Farm	Picnic Area	

OUTDOOR CEREMONY FEES		
PARK	# OF PARTICIPANTS	FEE
Kopje (Gibson House Backyard) Kaloya (Wedding Arbour) Bertram (Wedding Arbour) Gellatly Nut Farm (Wedding Arbour)	50 persons or less	\$ 75
	over 50 persons	\$135

SPECIAL EVENT PARK USE DAILY FEES*			
PARK	# OF PARTICIPANTS	FEE	OTHER CHARGES (if applicable)
Mission Creek	50 – 99	\$50	<ul style="list-style-type: none"> ○ Facility Rental Fee ○ Facility Security Deposit ○ Special Event Security Deposit ○ Staff Labour @ \$55/hour - for staff time outside their regularly scheduled hours of work. ○ Chairs - \$2/day ○ Tables - \$10/day ○ Tents - \$50/day ○ Electricity - \$25/day ○ Stage - \$100/day ○ Commercial Guided Tours – Adult \$5
	100 – 250	\$75	
	251 – 500	\$150	
	501+	\$250	
Kopje	50 – 99	\$50	
	100 – 250	\$75	
	251 – 500	\$150	
	501+	\$250	
Kaloya	50 – 99	\$50	
	100 – 250	\$75	
Bertram	50 – 99	\$50	
	100 – 250	\$75	
Mission Creek Greenway	50 – 99	\$50	
	100 – 250	\$75	
	251 – 500	\$150	
	501+	\$250	
Gellatly Nut Farm	50 – 99	\$50	
	100 – 250	\$75	
	251 – 500	\$150	
Other Regional Parks	50 – 99	\$50	

*Examples of Special Events include sports events, corporate functions, charity events, etc.

SCHEDULE B

REGIONAL DISTRICT OF CENTRAL OKANAGAN RESTRICTED ACTIVITY SCHEDULE

1. Exploitation, extraction or development of natural resources will not be permitted in regional parks, except as required for purposes of park management.
2. Community infrastructure and facilities such as reservoirs, utility infrastructure, communications facilities, etc. will not be developed in regional parks except as provided for below:
 - absolutely no other site outside a regional park is available or feasible; and
 - the development of the facility will not jeopardize the ability of the park to fulfil its purpose; and
 - the development is located and undertaken with a sensitivity to the park resources and the experience of the park visitor; and
 - the development avoids key park resources and focal points of use.

All criteria above must be satisfied.

SCHEDULE C

REGIONAL PARKS

**DOGS ON-LEASH
ALLOWED IN SPECIFIED AREAS ONLY**

1. All dogs on-leash are restricted to trails and walkways within the Park unless otherwise posted. Trails and walkways are defined by a corridor, four metres wide with two metres on either side of the centreline of the trail or walkway unless otherwise posted.
2. No dogs are allowed in any body of water or wetland adjacent to or within the four-metre corridor of any trail.
3. Dogs on bridges with or without side restrictions are restricted to the structure of that bridge if it passes over any body of water or wetland.

Gellatly Heritage	Glen Canyon	Shannon Lake
Kalamoior	Rose Valley	Gellatly Nut Farm
Okanagan Centre Safe Harbour	Mill Creek	Mission Creek
Mission Creek Greenway	Scenic Canyon	Cedar Mountain
Stephens Coyote Ridge		

**DOGS OFF-LEASH
ALLOWED IN SPECIFIED AREAS ONLY**

1. All dogs off-leash must be within constant sight and hearing of their owner.
2. All dogs off-leash are restricted to the defined "Off-Leash" areas.
3. Incidents of aggression by any dog against other dogs or people must be reported to RDCO Dog Control for investigation.
4. Dogs displaying aggression or violent behavior toward other dogs or people may be denied future access to off-leash areas.

Gellatly Beach Off-Leash Area
