

## REGIONAL DISTRICT OF CENTRAL OKANAGAN

### BYLAW NO. 1187

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A bylaw to amend the Regional District of Central Okanagan Community Parks Regulation Bylaw No. 1106, 2005.

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WHEREAS the Regional District of Central Okanagan considers that it is necessary to amend the Regional District of Central Okanagan Community Parks Regulation Bylaw No. 1106, 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 Community Parks Regulation Amendment Bylaw No. 1187, 2006";
2. The Regional District of Central Okanagan Community Parks Regulation Amendment Bylaw No. 1179, 2006 is hereby repealed.
3. Delete Section 3.(1)(j) and replace with:  
    "(j)     **"Vessel"** means canoe, boat, kayak, or other craft used or capable of being used, for navigation on water."
4. Delete Section 3.(1)(n) and replace with:  
    "(n)     **"Region or RDCO"** means the Regional District of Central Okanagan."
5. 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."
6. 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".
7. Delete the existing Section 7.(2) in its entirety and renumber Sections 7.(3) and 7.(4) to Sections 7.(2) and 7.(3).
8. In Section 8.(3) and 8.(4) delete the words "Schedule B" and replace with the words "Schedule C".
9. In Section 8.(7), add at the end thereof, ", except as defined in Schedule C."
10. In Section 9. add:  
    "(5)     No person shall engage in lewd or sexual acts in a community park."
11. 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."

12. Amend Section 11. by renumbering it as Section 11.(1) and by adding:
  - "(2) No person shall possess or consume liquor in a community park except in premises where the liquor is possessed pursuant to and in compliance with a permit issued by the RDCO."
13. Delete Section 12. and replace it with:
  - "12. ASSEMBLY
    - (1) No person shall conduct any procession, march, drill, performance, ceremony, concert or other special event in a community 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 community park, except that where a person holds a contract for an exclusive specific use for all or part of a community park that person may inform others of their exclusive occupancy and use of that portion of the community 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."
14. In Sections 13.(1) and 13.(2) delete the words: "boat, motorboat, personal or motorized watercraft" and replace with the word "vessel".
15. In Sections 13.(3) and 13.(4) delete the word "boat" and replace with the word "vessel".
16. In Section 13.(5) delete the word "motorboat" and replace with the word "vessel".
17. In Section 14.(1) delete: ", except in facilities provided for such purposes or as otherwise posted."
18. Delete Section 14.(2) and replace it with:
  - "(2) No person shall throw or place upon the ground in a community park a lighted match, burning cigarette, burning cigar, lawn candle, open flame lantern or other burning material except as provided in 14.(4)."
19. 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 community park. Where fixed barbeque stands are provided by the RDCO, only charcoal briquettes may be used."

20. In Section 16.(2) add at the end thereof: "except as outlined in 16.(14).".
21. Delete Section 16.(13) and replace with:  
"(13) No person shall park in a parking stall for the disabled unless their vehicle displays a valid permit for disabled parking."
22. In Section 16. add:  
"(14) Vehicles left in a community 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."
23. In Section 17.(1)(f) delete the words: "boat, motorboat or personal motorized watercraft" and replace with the word "vessel".
24. In Section 17.(2)(b) add "and times" after "designate areas"; and add to 17.(2):  
"(j) designate hours of operation."
25. In Section 17.(3)(c) delete "gatherings and meetings of more than 12 (twelve) persons" and replace with "other special events".
26. Delete Section 18.(3) and replace with:  
"(3) (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."
27. Delete the existing SCHEDULE A and replace with SCHEDULE A attached to this bylaw.
28. Delete the existing SCHEDULE B and replace with SCHEDULE B attached to this bylaw.
29. Add 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. 1187 cited as the "Regional District of Central Okanagan Community Parks Regulation Amendment Bylaw No. 1187, 2006" as read a first, second and third time and adopted by the Regional Board on the 25<sup>th</sup> day of September, 2006.

Dated at Kelowna, B.C. this  
27<sup>th</sup> day of September, 2006.



DIRECTOR OF CORPORATE SERVICES

**SCHEDULE A**



**GENERAL CONDITIONS AND FEES FOR THE RENTAL OR  
USE OF REGIONAL DISTRICT OF CENTRAL OKANAGAN  
COMMUNITY PARKS**

## SCHEDULE A

### GENERAL PRINCIPLES FOR REGIONAL DISTRICT OF CENTRAL OKANAGAN COMMUNITY PARKS RENTALS, FEES & CHARGES

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1. The RDCO has an obligation to sponsor, within constraints of limited available public resources, community park 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 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 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
- Child ..... 12 years and under
  - Youth/Student ..... 13 to 17 years/or valid student card
  - Adult ..... 18 to 64 years
  - Senior ..... 65 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)  
COMMUNITY PARKS**

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**CONTRACT/USE AGREEMENT:**

1. The Director of Parks and Recreation or designated authority reserves the right to approve or deny any park use request in order to ensure an appropriate schedule of activities at any RDCO parks.
2. All parks 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.
4. Each park contract covers only the provision of the standard park with the normal maintenance staff.

**LIABILITY/INSURANCE:**

1. Any personnel required to operate an event is the sole responsibility of the party renting the park (i.e. traffic control, 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 contract, obtain and maintain **comprehensive general liability insurance** including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the RDCO. The RDCO 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 RDCO may require from time to time. The policy shall contain a clause providing that the insurer will give the RDCO thirty (30) days prior written notice in the event of cancellation or material change. **The renter/user must provide the RDCO with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the RDCO.** 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.



## 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 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 and/or insurance premiums.
5. Associations that rent sportsfields on an ongoing basis, such as youth soccer, minor baseball, senior slo-pitch 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 sportsfields 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 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. 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 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 Regulation 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.
2. The renter agrees to abide by the "Designated Driver Program" policy resolution #627/97.

**PARK BOOKING CANCELLATION POLICY**

1. The Park Booking Cancellation Policy applies to all RDCO Community Parks in which user fees 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 five (5) days 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 PARK BOOKING CANCELLATION POLICY  
UNLESS AUTHORIZED BY THE DIRECTOR.**

## COMMUNITY PARKS/SPORTS FIELDS RENTAL RATES AND USE CONDITIONS

1. All users 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 (RDCO) or Municipality. Failure to comply may result in refusal of future privileges of any RDCO 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 and horses are only allowed in designated RDCO Parks.
4. User groups are required to cooperate with the RDCO 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 will be installed without prior approval.
9. First Aid is the responsibility of the user.
10. Any user or user group using an RDCO Park not obeying the rules set out by the RDCO 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 following will be charged for community park use contracts:

<b>SPECIAL EVENT PARK USE DAILY FEES*</b>			
PARK	# OF PARTICIPANTS	FEE	OTHER CHARGES (if applicable)
<b>Kinsmen Park</b> (DO NOT book during sporting events)	50 – 99	\$ 50	Facility Rental Fee Facility Security Deposit Special Event Security Deposit Staff Labour @ \$55/hr.
	100 – 250	\$ 75	
	251 – 500	\$ 150	
	501+	\$ 250	
<b>Westbank Community Park</b> (JBMAC Field & Stage Area)	50 – 99	\$ 50	Facility Rental Fee Facility Security Deposit Special Event Security Deposit Staff Labour @ \$55/hr.
	100 – 250	\$ 75	
	251 – 500	\$ 150	
	501+	\$ 250	

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

13. The RDCO is authorized to charge a security/damage deposit payable in the case of a 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 RDCO is authorized to charge a \$300.00 deposit per event, in addition to the security/damage deposit.

14. **Community Park Sports Field Rental Rates.**

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

TYPE OF FEE	2006 Rates	2007 Rates	2008 Rates	2009 Rates	2010 Rates
<b>SPORTS FIELDS</b>					
<b>YOUTH</b>					
A Field	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
B Field	\$ 5.10	\$ 5.20	\$ 5.30	\$ 5.40	\$ 5.50
C Field	\$ 2.55	\$ 2.60	\$ 2.65	\$ 2.70	\$ 2.75
<b>ADULT</b>					
A Field	\$20.40	\$20.80	\$21.20	\$21.60	\$22.00
B Field	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
C Field	\$ 5.10	\$ 5.20	\$ 5.30	\$ 5.40	\$ 5.50

TYPE OF FEE	2006 Rates	2007 Rates	2008 Rates	2009 Rates	2010 Rates
<b>SPORTS FIELDS</b>					
<b>ADULT Non-Prime Time</b>	** Non-prime time means 9 am – 5 pm Mon. – Fri. **				
A Field	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
B Field	\$ 5.10	\$ 5.20	\$ 5.30	\$ 5.40	\$ 5.50
C Field	\$ 2.55	\$ 2.60	\$ 2.65	\$ 2.70	\$ 2.75
<b>ADULT Tournament Rates</b>	Ten (10) hour maximum charge per day for tournaments				
A Field	\$10.70	\$10.90	\$11.10	\$11.30	\$11.50
B Field	\$ 9.10	\$ 9.30	\$ 9.50	\$ 9.70	\$ 9.90
C Field	\$ 6.30	\$ 6.45	\$ 6.60	\$ 6.75	\$ 6.90

15. "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 14 above.

16. Park Special Access Contract

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 or designation 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 contracts.

17. Recreation Vehicle Parking

Under special circumstances as approved by the Director of Parks & Recreation Department or designate, recreational vehicles are permitted to park overnight in sportsfield parking lots. A fee of \$15 per vehicle each night will be levied.

## SCHEDULE B

### REGIONAL DISTRICT OF CENTRAL OKANAGAN

#### RESTRICTED ACTIVITY SCHEDULE

1. Exploitation, extraction or development of natural resources will not be permitted in Community Parks, except as required for purposes of park management.
2. Community infrastructure and facilities such as reservoirs, utility infrastructure, communication facilities, etc. will not be developed in Community Parks except as provided below:
  - absolutely no other site, outside a community park, is available or feasible; and
  - the development of the facility will not jeopardize the ability of the park to fulfill 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

### COMMUNITY PARKS

#### DOGS ON-LEASH ALLOWED

#### IN SPECIFIED AREAS ONLY

1. All dogs on leash are restricted to trails and walkways within Community Parks 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, unless otherwise posted.
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.

Black Canyon	Copper Ridge	Bridle Hill	Smith Ridge
Casa Loma Access #2	Eain Lamont	Coventry	Sunview Park and Trails
Deer Ridge	Glen Eagles Walkways	Faulkner Creek	Powers Point
Glen Abbey	Gregory Road Walkway	Glenrosa	Webber Road Walkway
Glenway	Jonagold	Harold	Rotary Beach
Horizon	Lindsay Court Walkway	Lakeview Cove Walkway	Philpott Trail
Last Mountain	Mclver	Mount Boucherie Sportfields	Westbank Community
McDougall Creek	Mission Ridge	McLeod	Three Forks
McMorland	Powerline Walkway	Rock Ridge	
Pine Ridge	Sandstone	Shannon View Walkway	
Saddle Ridge	Shannon Place	Shannon Ridge	
Shannon Lake Trails	Smith Creek	Smith Creek Walkway	
Shannon Way	Star	Stonegate	

**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 behaviour toward other dogs or people may be denied future access to off-leash areas.

Gellatly Beach Off-Leash Area
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