



**REGIONAL DISTRICT OF CENTRAL OKANAGAN
REGULAR BOARD MEETING
AGENDA
8:30 am**

Thursday, April 11, 2019
Woodhaven Board Room
1450 K.L.O. Road, Kelowna, BC

Pages

1. CALL TO ORDER

Chair to acknowledge that this meeting is being held on the traditional territory of the Syilx/Okanagan Peoples.

2. ADDITION OF LATE ITEMS

3. ADOPTION OF THE AGENDA

(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)

Recommended Motion:

THAT the agenda be adopted.

4. ADOPTION OF MINUTES

4.1 Regional Board Meeting Minutes - March 25, 2019

1 - 5

(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)

Recommended Motion:

THAT the Regional Board meeting minutes of March 25, 2019 be adopted.

5. CORRESPONDENCE

5.1 Okanagan Basin Water Board Meeting Highlights - April 4, 2019

6

(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)

Recommended Motion:

THAT the Okanagan Basin Water Board meeting highlights of April 4, 2019 be received for information.

6. CORPORATE SERVICES

6.1 Memorandum of Understanding - SPCA

7 - 11

(All Directors - Weighted Vote - Simple Majority - LGA 210.2)

Recommended Motion:

THAT the Regional Board approve the Memorandum of Understanding with the SPCA for a three-year period (2019-2021) at a cost of \$92,000 per year and authorize its' signing officers to sign the agreement.

7. COMMUNITY SERVICES

7.1 Zoning Amendment Bylaw No. 871-229 (One Year Extension Request)

12 - 17

Owner/Applicant: B. & H. Khun Khun, 3370 Old Vernon Road, Central Okanagan East Electoral Area (File No. Z15/03)

(Custom Vote – Electoral Areas, Kelowna Fringe Areas – 1 Director, 1 Vote)

Recommended Motion:

THAT the Regional Board approve a one-year extension for Zoning Amendment Bylaw No. 871-229 (Application File No. Z15/03).

7.2 Myra Canyon Adventure Park

18 - 72

Consideration for continuation of an existing outdoor recreational ropes course/zip line business for a period of one year (File No: DI-10-28)

Owner: R. Schoenherr; Agent: Avalon Alliance Management Corp. - 4439 June Springs Road, Central Okanagan East Electoral Area

(Custom Vote – Electoral Areas, Kelowna Fringe Areas – 1 Director, 1 Vote)

Recommended Motion:

THAT the Regional District not pursue active enforcement on the existing outdoor recreational ropes course/zip line business uses (Myra Canyon Adventure Park) on a portion of the South 1/2 of Section 36, Township 29, ODYD – 4429 June Springs Road for a period of one year subject to the owner/agent adhering to the following conditions:

- On or before May 1, 2019 the owner will enter into a lease agreement with RDCO Parks Services for the KLO Creek Trail for a two year period, with renewal rights, through a lease in substantially the same form as attached to this report (Schedule A);
- Operate the business only between the months of May 2019 through to October 2019;
- Obtain a Business License on or before May 15, 2019;
- Provide confirmation from the Province that the Crown land access has been addressed on or before May 1, 2019;
- Adhere to the agreements and use permitted in the previous Temporary Use Permit (TUP-13-03) to allow an outdoor recreational ropes course/zip line business (Myra Canyon Adventure Park) (Schedule B);
- Adhere to all conditions contained within Development Permit Permit DP-13-10 (Schedule C);
- Provide confirmation from the Ministry of Transportation and Infrastructure that access has been addressed on or before May 1, 2019;
- Submit a summary to Planning staff of the Comprehensive Development Zone application process to date on or before July 1, 2019;
- Submit a summary to Planning staff of the Comprehensive Development Zone application process to date on or before September 1, 2019;
- Submit a summary to the Regional Board of the Comprehensive Development Zone application process to date on or before October 1, 2019 and present this information to the Regional Board for information at a subsequent meeting; and
- Submit a comprehensive Rezoning and OCP Amendment application with the intent of pursuing a Comprehensive Development Zone for the subject property on or before November 1, 2019.

8. PARKS SERVICES

8.1 Proposed RDCO/Clubhouse Child Care Centre Memorandum of Understanding and Lease Agreement – Woodhaven Nature Conservancy Regional Park

73 - 99

(All Directors - Weighted Vote - Simple Majority - LGA 210.2)

Recommended Motion:

THAT the Regional Board approve the Memorandum of Understanding and Lease Agreement with Clubhouse Child Care Centre and authorize its signing officers to enter into these agreements for the delivery of an outdoor nature preschool over a portion of Woodhaven Nature Conservancy Regional Park located at 4711 Raymer Road as identified on Schedule 'A' of the Lease Agreement.

9. NEW BUSINESS

9.1 RDCO Ticket Information and Utilization Amendment Bylaw No. 1434, 2019

100 - 109

1st, 2nd and 3rd readings and Adoption

(All Directors - Unweighted Corporate Vote - LGA 208.1 [2/3 Majority for Adoption-LGA 214])

Recommended Motion:

THAT the Regional District of Central Okanagan Ticket Information Utilization Bylaw No. 1434 be given first, second, third reading and adopted.

9.2 Rise & Report from the Governance & Services Committee Meeting - April 11, 2019

9.2.1 Secondary Suite Recommendation

(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)

Recommended Motion:

THAT the Regional Board direct staff to proceed with preparing bylaws to implement the proposed secondary suite regulations.

10. DIRECTOR ITEMS

11. ADJOURN IN CAMERA

Recommended Motion:

THAT pursuant to Section 90 (k) of the Community Charter the Regional Board adjourn and convene to an 'In-Camera' session to discuss:

- Negotiations respecting the proposed provision of a municipal service that are at their preliminary stages

Minutes of the *REGIONAL BOARD MEETING* of the Regional District of Central Okanagan held at the Regional District offices, 1450 KLO Road, Kelowna, B.C. on Monday, March 25, 2019

Directors: J. Baker (District of Lake Country)
M. Bartyik (Central Okanagan East Electoral Area)
C. Basran (City of Kelowna)
W. Carson (Central Okanagan West Electoral Area)
M. DeHart (City of Kelowna)
C. Fortin (District of Peachland)
G. Given (City of Kelowna)
S. Johnston (City of West Kelowna)
G. Milsom (City of West Kelowna)
L. Stack (City of Kelowna)
L. Wooldridge (City of Kelowna)
T. Konek (Westbank First Nation)

Absent: C. Hodge (City of Kelowna)
B. Sieben (City of Kelowna)

Staff: B. Reardon, Chief Administrative Officer
T. Cashin, Director of Community Services
J. Foster, Manager of Communications
C. Griffiths, Director of Economic Development
D. Komaike, Director of Engineering Services
W. Darlington, Manager of Parks Services
M. Drouin, Manager - Corporate Services (recording secretary)

1. CALL TO ORDER

Chair Given called the meeting to order at 7:08 p.m.

The meeting is being held on the traditional territory of the Syilx/Okanagan Peoples.

2. ADDITION OF LATE ITEMS

There were no late items for the agenda

3. ADOPTION OF THE AGENDA

(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)

#50/19 BAKER/STACK

THAT the agenda be adopted.

CARRIED Unanimously

4. ADOPTION OF MINUTES

- 4.1 Regional Board Meeting Minutes - February 25, 2019 & March 14, 2019 (*All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1*)

#51/19 BAKER/MILSOM

THAT the Regional Board meeting minutes of February 25, 2019 and March 14, 2019 be adopted.

CARRIED Unanimously

5. CORRESPONDENCE

- 5.1 Okanagan Basin Water Board Meeting Highlights - March 8, 2019 (*All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1*)

#52/19 JOHNSTON/BARTYIK

THAT the Okanagan Basin Water Board meeting highlights of March 8, 2019 be received for information.

CARRIED unanimously

6. FINANCIAL SERVICES

- 6.1 2019-2023 5-Year Financial Plan - Final Draft

Staff presented the revisions since the March 14 Governance & Services Committee meeting (Tab 6 - pages 2-14; 101 - OBWB - pages 103-104; 117 - SIR - pages 139 – 140), noting no new information has been received however minor adjustments were required to the financial plan for years 2020-2023.

#53/19 STACK/WOOLDRIDGE

THAT the Board receive for information the Financial Manager report dated March 18, 2019 regarding Draft 3 of the 2019-2023 Budget and Financial Plan.

CARRIED unanimously

- 6.2 Public Comment on the 2019-2023 Financial Plan

- Ian Sisset – has formed an association for seniors who own dogs. Believes license fees are unaffordable and a form of taxation.

- Helen Schiele – Believes dangerous dog license fee of \$500 is too high.
- Allan Cobden – feels dog bylaw fees are unfair.

6.3 RDCO 2019 - 2023 Financial Plan Bylaw No. 1432, **1st, 2nd and 3rd readings & Adoption** (*All Directors - Weighted Vote - Majority - LGA 210.1*) [*LGA 228 2/3 vote cast for adoption*]

#54/19 BASRAN/FORTIN

THAT Regional District of Central Okanagan 2019-2023 Financial Plan Bylaw No. 1432, 2019 be given first, second and third readings and adopted.

CARRIED unanimously

6.4 RDCO Revenue Anticipation Borrowing 2019 Bylaw No. 1433, **1st, 2nd and 3rd readings & Adoption** (*All Directors - Weighted Vote - Majority - LGA 210.1*) [*LGA 228 2/3 vote cast for adoption*]

#55/19 BAKER/JOHNSTON

THAT RDCO Revenue Anticipation Borrowing 2019 Bylaw No. 1433, 2019 be given first, second and third readings and adopted.

CARRIED unanimously

6.5 2019 Community Works Fund (*All Directors – Weighted Corporate Vote – Simple Majority LGA 210.1*)

Staff report dated March 17, 2019 outlined the Gas Tax – Community Works Funds to be directed towards completion of projects in the electoral areas.

#56/19 BARTYIK/CARSON

THAT the Regional Board approves the use of \$131,500 of Gas Tax – Community Works Funds to complete the proposed projects listed in this report and as reflected in the RDCO 2019-2023 Five-Year Financial Plan.

CARRIED unanimously

7. COMMUNITY SERVICES

- 7.1 Development Variance Permit VP-19-02, P. & S. Eisenhut (owner/applicant) - 3985 N Westside Road, Central Okanagan West Electoral Area, to consider issuance of a variance to allow an increase in the maximum height of two retaining walls (*Custom Vote - Electoral Areas, West Kelowna Fringe Area, 1 Director, 1 Vote*)

Staff report dated March 25, 2019 outlined the permit to allow an increase in the maximum height of two retaining walls. Staff reviewed the variance noting to date no objections have been received from agencies or neighbouring property owners. 7 letters of support have been received.

Chair asked if there is anyone in the gallery who deems their property affected by the variance. There was no-one

#57/19 MILSOM/CARSON

THAT Development Variance Permit Application VP-19-02, located at 3985N Westside Road, to vary Section 3.10.5 of Zoning Bylaw No. 871 by allowing an increase in height for Retaining Wall #1 from 2.5 m (8.2 ft.) to 3.99 m (13.1 ft.) and Retaining Wall #2 from 2.5 m (8.2 ft.) to 3.99 m (13.1 ft.), based on the Site Plan dated February 21, 2019, by Custom Drafting & Design by Grant be approved.

CARRIED unanimously

8. NEW BUSINESS

- 8.1 CleanBC Communities Fund - Grant Application (Westside Wastewater Treatment Plant Energy Efficiency Improvements) (*All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1*)

#58/19 FORTIN/MILSOM

THAT the Regional Board support an application to the CleanBC Communities Fund (CCF) for the Westside Wastewater Treatment Plant (WWTP) Energy Efficiency Improvements.

CARRIED unanimously

9. DIRECTOR ITEMS

There were no items for Board consideration.

10. ADJOURN IN CAMERA

#59/19

BARTYIK/DEHART

THAT pursuant to Section 90 (k) of the Community Charter the Regional Board adjourn and convene to an 'In-Camera' session to discuss:

- Negotiations respecting the proposed provision of a municipal service that are at their preliminary stages

CARRIED Unanimously

There being no further business the meeting was adjourned at 7:50 p.m.

CERTIFIED TO BE TRUE AND CORRECT

G. Given (Chair)

B. Reardon (Chief Administrative Officer)



Okanagan Basin
WATER BOARD

BOARD REPORT: April 4, 2019

1450 KLO Road, Kelowna, BC V1W 3Z4
P 250.469.6271 F 250.762.7011
www.obwb.ca

OBWB Directors

Sue McKortoff - Chair,
Regional District of Okanagan-
Similkameen

Cindy Fortin - Vice-Chair,
Regional District of Central
Okanagan

Victor Cumming, Regional
District of North Okanagan

Rick Fairbairn, Regional
District of North Okanagan

Bob Fleming, Regional District
of North Okanagan

James Baker, Regional
District of Central Okanagan

Colin Basran, Regional District
of Central Okanagan

Toni Boot, Regional District of
Okanagan-Similkameen

Rick Knodel, Regional District
of Okanagan-Similkameen

Lisa Wilson, Okanagan Nation
Alliance

Bob Hrasko, Water Supply
Association of B.C.

Denise Neilsen, Okanagan
Water Stewardship Council

The next regular meeting of the OBWB will be an abbreviated session May 7, 2019 starting at 9 a.m. at the Four Points Sheraton Hotel in Kelowna. This will be followed immediately by a joint Board – Water Stewardship Council meeting.

Okanagan Basin Water Board Meeting Highlights

Invasive milfoil control and indigenous mussel discussed: The board was updated on the Eurasian Watermilfoil Control Program and efforts to attain a B.C. government permit to allow the OBWB to harvest (mow) the weed in summer and rototill in winter. At issue has been rototilling (de-rooting) the plant which is considered the most effective control method but which provincial staff are concerned could harm the native and at-risk Rocky Mountain Ridged Mussel. The board will be sending a letter to the province and federal government requesting additional research into the effects of invasive milfoil on native mussels. Staff will also continue to work with the province to address this issue, recognizing the importance of the weed control program to water quality, a healthy aquatic ecosystem, and public enjoyment of local beaches.

Preparations underway for potential drought: Staff have several projects underway to help Okanagan water utilities prepare for a possible drought this year, including an update of the OBWB's Okanagan Drought Response Strategy. If the B.C. government declares the valley in Level 2 drought, or higher, the strategy is triggered and includes activities that OBWB will undertake including drought bulletins to water providers, public communications, and more. Staff are also conferring with the province's Thompson-Okanagan Regional Drought Response Team. They are also working with utilities, who draw off the Okanagan's valley bottom lakes, to integrate a newly-developed drought trigger system into their local drought plans.

Registration opens for 2018 Water Supply Webinar: The OBWB is hosting its annual Water Supply Webinar on Friday, April 12, 11 a.m. to 12 noon. The online seminar will include updates from Environment and Climate Change Canada, B.C. River Forecast Centre and others. Updates will include the current state of reservoir levels, snow pack, groundwater, as well as a look at the weather and wildfire forecast. This event will be of interest to local government staff and elected officials, the agricultural community, water managers, water professionals and others. Register at <http://bit.ly/2VqOLUA>.

Board approves water grants: The Board of Directors approved funding for 17 projects through its Water Conservation and Quality Improvement Grant Program for a total of \$318,846. Projects had to show valley-wide benefit and additional consideration was given to those that addressed the board's annual theme of climate change. In total, 31 applications were submitted for a total ask of \$688,281. The program has an annual \$300,000 available. Additional funding was provided through other projects that came in under budget. Applicants will be notified of the results in the days ahead.

Okanagan youth challenged to "Be a Climate Hero": The OBWB re-launched its Okanagan WaterWise Challenge during Canada Water Week in March. Okanagan youth are being encouraged to "Be a Climate Hero" by participating in various activities that can improve our water and our planet and report back in multi-media format. They are then entered to win various water-related prizes. Entries are due April 30. A special page has been set up for teachers, parents and youth with full details at www.OkWaterWise.ca/challenge.

For more information, please visit: www.OBWB.ca

Regional Board Report

TO: Regional Board

FROM: Mary Jane Drouin
Manager – Corporate Services

DATE: March 27, 2019

SUBJECT: Memorandum of Understanding (MOU) with the SPCA

Voting Entitlement: All Directors – Weighted Vote – Simple Majority – LGA 210.2

Purpose: To renew a three-year Memorandum of Understanding with the SPCA for a spay and neuter funding, education program and adoption services for dogs from RDCO Dog Control.

Executive Summary:

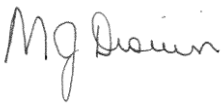
The Regional District's current Memorandum of Understanding (MOU) with the SPCA for an education program, spay & neuter program, and adoption services expired December 31, 2018. Staff has reviewed the services provided by the SPCA during the previous MOU and is satisfied with their performance.

The first MOU was approved by the Regional Board back in 2006 and has been subsequently renewed on a three-year basis ever since. Staff is pleased to recommend renewing the MOU with the SPCA for a further three years with an expiry date of December 31st, 2021.

RECOMMENDATION:

THAT the Regional Board approve the Memorandum of Understanding with the SPCA for a three-year period (2019-2021) at a cost of \$92,000 per year and authorize its' signing officers to sign the agreement.

Respectfully Submitted:



Mary Jane Drouin
Manager – Corporate Services

Approved for Board's Consideration



Brian Reardon, CAO

Implications of Recommendation:

Strategic Plan:	Provide safe and healthy services while delivering the best value.
General:	Communicate and work effectively with other agencies through an exchange of information and cooperation.
Financial:	\$17,000 for adoption of unclaimed, adoptable dogs that have been in the RDCO Pound for more than 72 hours; \$55,000 for their spay and neuter program; \$20,000 for an animal education program.

Background:

The Regional District's Memorandum of Understanding with the SPCA expired December 31, 2018.

Allan Neilson-Welch's Dog Control Service Review in 2012 and 2018 recommended that the Board continue to support the SPCA's efforts related to the control of the local dog population and the provision of education on the care of animals.

The SPCA is called upon to accept unclaimed, adoptable dogs that have been in the Pound for more than 72 hours for adoption. For this service, the SPCA has received annual funding in the amount of \$17,000.

The 2019-2023 Financial Plan recently approved includes \$92,000 towards the SPCA programs: \$55,000 for a spay/neuter program, \$17,000 for the adoption process, and \$20,000 towards education. The SPCA has built an education facility at its site where various educational programs are offered including birthday parties, summer kids programs and school programs. The education grant assists in the hiring of an education coordinator.

The District's Chief Bylaw Enforcement officer communicates regularly with SPCA's management team to enhance the working relationship between our staff and SPCA's staff. A 'meet and greet' is organized in order for our dog control officers and SPCA staff to get together to further understand the others' role in the community. Education continues to be a priority for both organizations.

Should the Board wish to have a delegation by the SPCA Branch Manager, Sean Hogan would be pleased to speak directly with the Board at a future meeting.

Alternative Recommendation:

That the Board not approve the Memorandum of Understanding and consider funding the SPCA annually.

Considerations not applicable to this report:

- *Legislative*
- *Policy*

Attachment(s): Draft MOU
SPCA 2018 Final Report

March 8, 2019

Regional District of Central Okanagan (RDCO)
1450 KLO Road
Kelowna, BC, V1W 3Z4

Attention Mary Jane Drouin

RE: 2018 Report on MOU between RDCO and BCSPCA Kelowna

Greetings Mary Jane,

This report serves as an annual update to the Regional Board on the three programs the grant has covered: A Spay/Neuter program, an Animal Care Education Program, and an adoption service for dogs.

Community Spay Neuter Program

The BC SPCA branch operates a SNIF voucher system in conjunction with partnering veterinarians in the Central Okanagan. The Spay Neuter Identification Fund is made possible from the generous grant of \$55,000 from RDCO in 2018.

2018 Outcomes:

Redeemed vouchers resulted in the spay/neuter of 744 animals in Central Okanagan. There were 589 cats/kittens, 144 dogs, and 11 rabbits spayed and neutered as a result of the low-income assistance SNIF program in 2018.

Animal Care Education Program

Our Regional Humane Education Manager, Lily Churchill took over the helm in March 2018. Last year, our Humane Education outreach was made possible from the generous grant of \$20,000 from RDCO in 2018.

There were 10 school presentations, and 1 community event that we participated in with a reach of over 1,000 students. We provided 9 shelter tours/presentations where we welcomed over 185 students (school and youth groups). There were 8 birthday parties held in the branch's Humane Education building which had 67 children participating.

Additionally our school programs teach children key skills toward being safe and aware of animal needs. For instance, our Bite-Free training teaches practical skills about how to (and how not to!) approach a strange dog and how to be safe around dogs (Grades K-5)

and our Kindness Counts teaches children (grades k-2) empathy for both animals and people.

Our 2018 spring break and summer camps were well attended and fulfilled a fundamental advocacy point for us to reach youth with messages of empathy, compassion, and respect for animals. We had 8 children at the spring break camp in March, and over the course of 8 weeks in the summer, we hosted 145 campers. In October, on the ProD Day workshop, we held a 1-day camp with 12 students.

Adoption Services for Dogs

In 2018, we partnered with RDCO Dog Control in transferring dogs into our care and custody for the purposes of adoption and rehoming. The grant of \$17,000 toward this end assisted in the following outcomes:

There were 20 dogs that were transferred from RDCO Dog Control to BC SPCA for adoption in 2018 and 24 stray dogs that were transferred to DC. We also assisted, as were able, in support of cruelty investigation file and helping those animals get the support needed.

We are so pleased with the outcomes in 2018 that meant more animals received appropriate care and rehoming as well as children were given essential skills for their lifetime. Thank you to your board and staff that make our partnership one that makes a difference for so many animals and people.

Please let me know if you require further information.

In partnership for the animals,



Sean Hogan
Branch Manager
BC SPCA Kelowna
shogan@sPCA.bc.ca
250-258-2511

Memorandum of Understanding

Between

Regional District of Central Okanagan (RDCO)

and

B.C. Society for the Prevention of Cruelty to Animals, Kelowna, B.C.
(SPCA)

It is agreed that RDCO and SPCA, wish to work cooperatively in providing protective services, care and education services, and spay and neutering services for the dog and cat population within the boundaries of the Regional District of Central Okanagan.

This Memorandum of Understanding (MOU) provides for the following to be undertaken by each party:

RDCO agrees to provide funding to the SPCA in the amount of Seventy-Five Thousand Dollars (\$75,000) each year for the calendar years of 2019, 2020 and 2021, in exchange for the funding, the SPCA agrees to provide, to the satisfaction of the RDCO:

- A spay and neuter program - \$55,000
- An animal care education program - \$20,000

In addition, the RDCO agrees to provide funding to the SPCA in the amount of Seventeen -Thousand Dollars (\$17,000) each year for the calendar years of 2019, 2020 and 2021 in exchange for the SPCA providing adoption services for dogs from RDCO Dog Control.

The SPCA will annually provide an annual update to Regional District staff on the program.

This agreement will expire on December 31, 2021.

Signed on behalf of the Regional District of Central Okanagan and the SPCA:

Gail Given, Chair

Date

Brian Reardon, Chief Administrative Officer
Regional District of Central Okanagan

Date

Authorized Signature, SPCA

Date



Regional Board Report

TO: Regional Board

FROM: Todd Cashin
Director of Community Services

DATE: April 11, 2019

SUBJECT: Extension Request for Application File No. Z15/03
Zoning Amendment Bylaw No. 871-229 (B. & H. Khun Khun)
Lot 2, Section 12, Township 23, ODYD, Plan 19835
3370 Old Vernon Road, Central Okanagan East Electoral Area

Voting Entitlement: *Custom Vote – Electoral Areas, Kelowna Fringe Areas – 1 Director, 1 Vote*

Purpose: To consider a request for a one-year extension for Application File No. Z15/03 (Zoning Amendment Bylaw No. 871-229).

Executive Summary:

Over the past two years, provincial agencies, member municipalities, and Regional District staff have been working collaboratively to develop a regional Temporary Farm Worker Housing approach.

Given the purpose of the proposed bylaw amendment, the RDCO's intent to propose updated regulations and the recent Agricultural Land Commission's changes to residential uses, a one-year extension for the application has been requested.

This is the fourth extension request for this application. The re-evaluation of Zoning Bylaw No. 871 TFWH regulations has been scheduled for the third quarter of 2019.

RECOMMENDATION:

THAT the Regional Board approve a one-year extension for Zoning Amendment Bylaw No. 871-229 (Application File No. Z15/03).

Respectfully Submitted:

A handwritten signature in black ink, appearing to read 'Todd Cashin'.

Todd Cashin
Director of Community Services

Approved for Board's Consideration

A handwritten signature in black ink, appearing to read 'Brian Reardon'.

Brian Reardon, CAO

Prepared by: Janelle Taylor, Planner

Implications of Recommendation:

Policy: Approval of the extension complies with Development Applications Procedures Bylaw No.944

Background:Application

To date, the amending bylaw has not been considered by the Regional Board. The owners previously received conditional approvals in 2008 & 2012 (Files: TCUP-08-05 & TUP-12-01) to permit temporary farm worker housing (TFWH) on the subject property. These applications were precipitated due to ongoing difficulties faced by the landowners with respect to securing suitable TFWH. At the time, Zoning Bylaw No. 871 did not have provisions to allow TFWH.

On March 28, 2014, the Regional Board adopted a Zoning Bylaw text amendment to allow TFWH subject to a specific list of conditions and requirements (Section 3.25 attached). Subsequent to the bylaw change, RDCO staff was made aware that the use occurring on the subject parcel did not comply with the regulations outlined in the Zoning Bylaw, which precipitated Application File No. Z15/03.

During the processing of Application File No. Z15/03, it came to Regional District staff's attention that there is a need for a regional approach to TFWH. In recognition of the regional work that was underway, Planning staff placed Application File No. Z15/03 on hold and the Regional Board has subsequently granted three extension requests.

Should the Regional Board adopt changes to Zoning Bylaw No. 871, the TFWH occurring on the subject property will be re-evaluated with the updated regulations and it will be determined whether a development application is required.

Regional TFWH Approach

Regional District staff has worked collaboratively with Provincial agencies and member municipalities to review the Central Okanagan region's TFWH regulations with the intent of developing a consistent approach. Subsequent to the regional initiative commencing, the City of Kelowna adopted new TFWH regulations in 2017. RDCO, District of Lake Country, City of West Kelowna, and City of Kelowna jointly hosted an industry stakeholder workshop regarding farm worker housing April 2018; after which the City of West Kelowna adopted their new TFWH regulations.

It was anticipated that the Regional Board would consider bylaw revisions to Zoning Bylaw No. 871 by the end of 2018; however, the Province's Bill 52 – 2018: Agricultural Land Commission Amendment Act received Royal Assent on November 27, 2018. Bill 52 and the corresponding Agricultural Land Reserve General Regulation and Agricultural Land Reserve Use Regulation (approved February 22, 2019) brought about changes to residential uses occurring within the Agricultural Land Reserve, which affect TFWH.

In recognition that the Agricultural Land Commission changes affect TFWH, further review is required prior to staff recommending Zoning Bylaw No. 871 changes. The re-evaluation of Zoning Bylaw No. 871 TFWH regulations has been scheduled for the third quarter of 2019.

Development Applications Procedures Bylaw No. 944:

Applications that have not been approved or rejected within 12 months after the application date will be of no force and effect. Unless the Regional Board passes a resolution to extend the deadline up to one year, a new application will be required in order to proceed.

Organizational/Financial Issues:

RDCO Planning Section is processing the extension request on behalf of the owners/applicants.

Alternative Recommendation:

Planning staff does not propose an alternative recommendation on this matter and has no concerns with the granting of a fourth one-year extension.

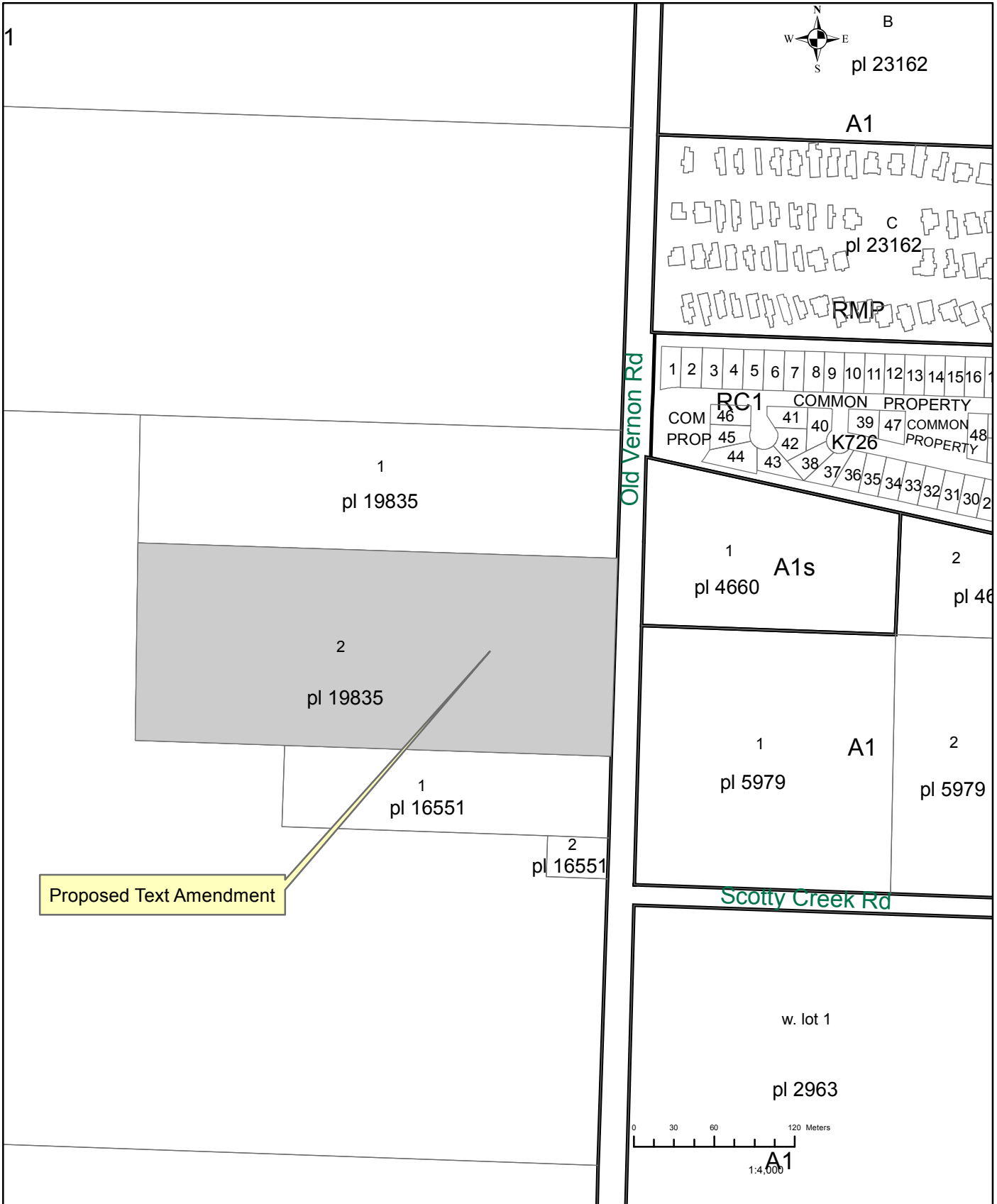
Considerations not applicable to this report:

- *Strategic Plan*
- *General*
- *Organizational*
- *Financial*
- *Legal/Statutory Authority*
- *External Implications*

Attachment(s):

- Schedule 'A' & Orthophoto Maps
- Zoning Bylaw No. 871, Section 3.25

SCHEDULE 'A'



I hereby certify this to be a true and correct copy of Schedule 'A' as described in Bylaw No. 871-229 and read a third time by the Regional District of Central Okanagan on the _____ day of _____

ORTHOPHOTO



File: A16/01

Drawn by: JM



Date: April 22, 2016

Lot 1, DL 122, ODYD Plan 8953 except Plans 15489 and 16500
 Lot 1, DL 122, ODYD, Plan 1629 Except Plan 17004
 Lot 2, DL 122, ODYD, Plan 1629 Except Plan 17004

3.25 Temporary Agricultural Worker Dwellings and Accommodation

Temporary Agricultural Worker Dwellings and Accommodation are subject to the following regulations:

1. A minimum *parcel* size of 3.8 ha (9.4 acres) is required to permit a *Temporary Agricultural Worker Dwellings* and Accommodation.
2. The *Temporary Agricultural Worker Dwellings* and Accommodation shall be limited to a maximum *building gross floor area* of 186 m² (2002.1 sq. ft.), except that where the owner of a farm operation can document by ownership records or copies of leases registered in the Land Title Office that the farm operation is at least 40 ha (98.8 acres) in size, a maximum *building gross floor area* of 250 m² (2,691.0 sq. ft.) for *Temporary Agricultural Worker Dwellings* and Accommodation per farm operation shall be permitted.
3. The *Temporary Agricultural Worker Dwellings* and Accommodation shall be used for the temporary accommodation of seasonal agricultural workers who are employed by the owner of the *parcel* to work in the owner's agricultural operation.
4. The parcel upon which the accommodation is located is classified as a "farm" under the Assessment Act.
5. A *Temporary Agricultural Worker Dwellings* and Accommodation is a *building* or *manufactured home* placed on a temporary foundation or footings with no basement.
6. The required minimum *setback* of a *Temporary Agricultural Worker Dwellings* and Accommodation *building* from any *parcel line* is 15.0 m (49.2 sq. ft.).
7. The required maximum *setback* of a *Temporary Agricultural Worker Dwellings* and Accommodation *building* from a principal residence is 15.0 m (49.2 ft.).
8. One parking space for every 30.0 m² (322.9 sq. ft.) of *gross floor area* of a *Temporary Agricultural Worker Dwellings* and Accommodation is required in addition to those required for the principal dwelling.
9. The owner of the *parcel* shall enter into a restrictive covenant, under the Land Title Act, with the Regional District of Central Okanagan, that states:
 - 9.1 A statutory declaration shall be filled out with local government annually stating the *building* will only be used for *Temporary Agricultural Worker Dwellings* and Accommodation for a specified period of time;
 - 9.2 only used by temporary farm workers and that the owner will remove or decommission the housing if vacant for two consecutive years;
 - 9.3 the *Temporary Agricultural Worker Dwellings* and Accommodation applies to farms registered with a Federal and/or Provincial seasonal agricultural workers program or is for the accommodation of workers employed by those farms.

Regional Board Report

TO: Regional Board

FROM: Todd Cashin
Director of Community Services

DATE: April 11, 2019

SUBJECT: Myra Canyon Adventure Park (DI-19-028)
R. Schoenherr (owner) and Avalon Alliance Management Corp. (agent)
The South 1/2 of Section 36, Township 29, ODYD - 4429 June Springs Road

Voting Entitlement: *Custom Vote – Electoral Areas and Kelowna Fringe Areas – 1 Director, 1 Vote*

Purpose: To consider an existing outdoor recreational ropes course/zip line business.

Executive Summary:

The owner/agent is currently in the process of developing a land use proposal for consideration by the Regional Board for the 129.5 ha (320 acre) subject property. As an alternative to leaving the property vacant during the planning process, the owner would like the existing outdoor recreational ropes/zip line business (Myra Canyon Adventure Park) to continue to operate during the upcoming 2019 season. These uses are not permitted in the Zoning Bylaw and were previously permitted by the Board under a Temporary Use Permit (TUP-13-03) for three years, with a subsequent renewal for a period of three years approved on April 14, 2016. The TUP has since expired as the lease between the owner and previous applicant was terminated. Since 2013, staff have regularly communicated that should the business wish to continue to operate upon expiry of the TUP, staff recommends a permanent remedy be accomplished via submission and approval of an Official Community Plan (OCP) and zoning amendment application.

The Regional District could pursue enforcement regarding contravention of permitted uses under Zoning Bylaw No. 871 through issuance of offence notices pursuant to Regional District of Central Okanagan Bylaw Notice Enforcement Bylaw or by injunction proceedings. As the owner intends to submit an OCP and zoning amendment application, the Board may wish to consider not pursuing active enforcement on the existing outdoor recreational ropes course/zip line business at this time.

RECOMMENDATION:

THAT the Regional District not pursue active enforcement on the existing outdoor recreational ropes course/zip line business uses (Myra Canyon Adventure Park) on a portion of the South 1/2 of Section 36, Township 29, ODYD – 4429 June Springs Road for a period of one year subject to the owner/agent adhering to the following conditions:

- On or before May 1, 2019 the owner will enter into a lease agreement with RDCO Parks Services for the KLO Creek Trail for a two year period, with renewal rights, through a lease in substantially the same form as attached to this report (Schedule A);
- Operate the business only between the months of May 2019 through to October 2019;
- Obtain a Business License on or before May 15, 2019;
- Provide confirmation from the Province that the Crown land access has been addressed on or before May 1, 2019;
- Adhere to the agreements and use permitted in the previous Temporary Use Permit (TUP-13-03) to allow an outdoor recreational ropes course/zip line business (Myra Canyon Adventure Park) (Schedule B);
- Adhere to all conditions contained within Development Permit Permit DP-13-10 (Schedule C);
- Provide confirmation from the Ministry of Transportation and Infrastructure that access has been addressed on or before May 1, 2019;
- Submit a summary to Planning staff of the Comprehensive Development Zone application process to date on or before July 1, 2019;
- Submit a summary to Planning staff of the Comprehensive Development Zone application process to date on or before September 1, 2019;
- Submit a summary to the Regional Board of the Comprehensive Development Zone application process to date on or before October 1, 2019 and present this information to the Regional Board for information at a subsequent meeting; and
- Submit a comprehensive Rezoning and OCP Amendment application with the intent of pursuing a Comprehensive Development Zone for the subject property on or before November 1, 2019.

Respectfully Submitted:



Todd Cashin
Director of Community Services

Approved for Board's Consideration



Brian Reardon, CAO

Prepared by: Danika Dudzik, Environmental Planner

Implications of Recommendation:

Strategic Plan:	Not pursuing active enforcement at this time meets the 2015-2018 Strategic Priorities Plan, Strategic Priority #3: Nurture Responsible Growth and Development.
Policy:	Not pursuing active enforcement at this time complies with: <ul style="list-style-type: none"> • Regional Growth Strategy Bylaw No. 1336, Policy No. 3.2.2.11 Promote land development patterns that support a diverse regional economy. • South Slopes OCP Bylaw No. 1304 policies.
Legal/Statutory Authority:	Enforcement of bylaws under the <i>Local Government Act</i> or the <i>Local Government Bylaw Notice Enforcement Act</i> is discretionary.

Background:**History:**

Myra Canyon Adventure Park has been previously supported by the Regional Board on a portion of the subject property since 2013 under a Temporary Use Permit. During this time, the business has provided an outdoor based activity site for families with children of all ages as well as for leisure and corporate groups, including school classes.

The business utilizes an approximate 5.85 ha (14.2 acres) portion of the 129 ha (320 acre) property which includes a ropes and challenge course area, zip-lines, and a parking area. No permanent buildings are associated with the business and it operates with minimal negative environmental impact.

The TUP (TUP-13-03) was conditionally approved for three years by the Regional Board on April 22, 2013. A copy of the April 15, 2013, staff report is appended. In 2013, the intent of the original applicant was to obtain approval of the TUP and establish the business while continuing negotiations with the property owner for a long-term lease and/or purchase of the property. Since the initial application, Planning staff has communicated that a permanent remedy must be accomplished via submission of, and approval of an OCP and zoning amendment application.

In accordance with the *Local Government Act* Section 497, a TUP may be issued for up to three years with the option of one renewal for an additional three years. In 2016, the previous applicant requested a one-time renewal of the TUP for a period of three years to allow the continued operation of the business. This renewal was approved by the Regional Board on April 14, 2016 to allow the then-applicant to pursue an OCP and zoning amendment applications. A copy of the April 5, 2013, staff report is appended. In 2018 a land use amendment application was made however, it was withdrawn prior to referring it to external agencies and public process.

Current Proposal:

In January 2019, the owner engaged Avalon Alliance Management Corp. (Avalon), a professional planning and green design-build firm, to represent the owners' interests in the property. Avalon is currently in the process of developing a land use proposal for consideration

by the Board for the 129.5 ha (320 acres) subject property and intends to submit a comprehensive development (CD) zone application later this year. As an alternative to leaving the property vacant during the planning process, the owner would like Myra Canyon Adventure Park to continue to operate during the upcoming 2019 season. These uses are not permitted in Zoning Bylaw No. 871 and are no longer permitted under the TUP. As a future OCP and zoning amendment application is anticipated, the owner wishes to continue the outdoor recreational ropes course/zip line business in the meantime.

KLO Creek Corridor:

RDCO Parks Services has had ongoing interests in the KLO Creek corridor as a future trail and greenway connection between KLO Creek Regional Park, Scenic Canyon Regional Park and Myra-Bellevue Provincial Park. The KLO Creek trail corridor and greenway connectivity between these adjacent parks is supported in the South Slopes Official Community Plan. In 2013, the RDCO was presented with the opportunity to secure a trail access along KLO Creek, as part of the TUP requirements. The agreement entered into between the RDCO and owner in 2014 allowed the RDCO to fulfill this trail connection for multi-use recreation purposes between Regional Parks, City owned parks and Myra-Bellevue Provincial Park.

South Slopes Official Community Plan Bylaw No. 1304:

Policies applicable to the proposal include:

- Support tourism and related businesses in South Slopes that complement the existing parks and their permitted low-impact (non-motorized uses);
- Support the Strategic Plan of the Economic Development Commission and its three key objectives of business retention, business attraction, and business facilitation; and
- Provide for an overall connectivity of natural open space and parkland between the RDCO, City of Kelowna and Crown lands in the South Slopes area.

Bylaw Enforcement Authority and Discretion:

The Regional District is not compelled to enforce its bylaws. Legal counsel notes that the exercise of a local government's discretion to enforce its bylaws is not reviewable by a court unless it is exercised in bad faith. Case law supports a local government decision to withhold taking enforcement action where a bylaw is under review, as in the case of an application to amend the zoning/OCP.

Site Context:

The subject property is located within the South Slopes OCP and is affected by a number of Development Permit Areas (including Aquatic Ecosystem, Sensitive Terrestrial Ecosystem, Hillside, and Wildfire). A Development Permit (DP-13-10) was approved by the Manager of Planning on February 17, 2014 for Phase 1 activities for Myra Canyon Adventure Park.

Additional Information:

Owner:	Reimund Schoenherr
Agent:	Avalon Alliance Management Corp.
Legal Description:	South 1/2 of Section 36, Township 29, ODYD
Address:	4429 June Springs Road
Lot Size:	+/- 129.5 ha (320 acres)
Zoning:	RU1 Rural1
OCP Designation:	Rural Resource
Sewage Disposal:	Portable toilets
Water Supply:	Well
Surrounding Uses:	North: K.L.O. Creek Regional Park South: Myra - Bellevue Provincial Park East: Vacant Crown lands West: June Springs Road/Rural residential
A.L.R.:	Not within the A.L.R.
Fire Protection Area:	June Springs Fire Protection Area

Conclusion:

The previous applicant of the Myra Canyon Adventure Park operated the business in compliance with all conditions of TUP-13-03. It is expected that the new operator will continue operation of the business in a manner that complies with the previous TUP conditions. Should the operator fail to comply with the previous TUP conditions and the terms of Development Permit DP-13-10 or the owner/agent fail to adhere to all conditions outlined by the Regional Board, staff will report promptly to the Board which can consider whether to authorize enforcement proceedings and, if so, by which enforcement process available. Additionally, should the OCP and zoning amendment not be completed within the one-year period for suspending enforcement action, the issue will be returned to the Board for consideration of whether the suspension of enforcement should be extended or whether an enforcement process should be authorized.

Alternative Recommendation:

THAT the Regional District pursue active enforcement on the existing outdoor recreational ropes course/zip line business (Myra Canyon Adventure Park) on a portion of the South 1/2 of Section 36, Township 29, ODYD – 4429 June Springs Road.

Considerations not applicable to this report:

- *Financial Considerations*
- *External Implications*
- *Organizational Issues*

Attachments:

Schedule 'A' RDCO Trail Access Lease

Schedule 'B' TUP-13-03

Schedule 'C' DP-13-10

April 15, 2013, staff report and attachments

April 5, 2016, staff report

LAND LEASE AGREEMENT

THIS LEASE AGREEMENT dated the _____ day of April 2019.

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN

1450 K.L.O. Road,
Kelowna, B.C.
V1W 3Z4

(hereinafter called the "Tenant 1")

OF THE FIRST PART

AND:

REIMUND SCHOENHERR

c/o ALFONS SCHOENHERR

1457 Alta Vista Road
Kelowna, B.C. V1Y
6K9

(hereinafter called the "Landlord")

OF THE SECOND PART

WHEREAS:

- A. The Landlord is the registered owner in fee simple of a parcel of land legally described as PID: 013-539-442 – The South ½ of Section 36 Township 29 Osoyoos Division Yale District (the "Lands")
- B. The Landlord has agreed to lease to Tenant 1 a portion of the Lands consisting of a trail corridor which runs alongside KLO Creek, as shown in crosshatch on the map of the Lands attached hereto as Schedule "A" (the "Leased Lands"), on the terms and conditions contained herein for:
 - (a) The construction, repair, maintenance and operation of a non-motorized public access route as a linear park over the Leased Lands to link or connect Tenant 1's regional park lands to the north of the Lands (the "Regional Park") to Provincial Crown Land to the south of the Lands (the "Crown Land"); and
 - (b) a public ingress and egress route for non-motorized access across the Leased Lands to and from the aforesaid Regional Park and Crown Lands as a linear park during the term of the Lease; and
- C. This Lease is necessary for the operation and maintenance of the Regional Park.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency are acknowledged by the parties, the parties hereto agree as follows:

1. **RECITALS:** The recitals are true and together with the Schedules referred to therein, they form part of this Lease.
2. **LEASED LANDS:** The Landlord hereby leases to Tenant 1 the Leased Lands.
3. **USE:** Tenant 1, its servants, agents, workers, general contractors, licensees, emergency and maintenance personnel and the general public, may use the Leased Lands for the purposes of:
 - (a) construction, repair, maintenance and operation of a non-motorized public access route as a linear park over the Leased Lands to and from the Regional Park and the Crown Lands; and
 - (b) a public ingress and egress route for non-motorized access across the Leased Lands to and from the Regional Park and Crown Lands as a linear park during the term of the Lease;
 - (c) and all other related purposes, including without limitation, the following:
 - a. to enter over, on, in, and under the Leased Lands to:
 - i. conduct surveys and examinations;
 - ii. remove hazardous trees;
 - iii. construct and install improvements related to the use of the Leased Lands as an access route and as a linear park (all of which are collectively called the "Improvements");
 - iv. maintain, alter, relocate, inspect, repair, and replace the Improvements;
 - b. to bring onto the Leased Lands all materials and equipment Tenant 1 requires, and store same provided that Tenant 1 shall consult the Landlord as to the duration and location of such storage, which is to be limited to the time and place necessary to complete the work for which it is needed; and
 - c. to clear the Leased Lands of anything which constitutes or may constitute an obstruction to the use of, or access to the Leased Lands or to the Improvements.
4. **TERM:** The term of this Lease is from the date of its execution until April 30, 2021, unless terminated earlier under section 5 herein.
5. **EARLY TERMINATION – REPLACEMENT TENURE:** This Lease shall terminate in the event that Tenant 1 obtains a tenure of the Leased Lands that is satisfactory to Tenant 1 that provides that Tenant 1 may continue to use the Leased Lands as provided

for under section 3 herein on a perpetual basis. Such tenure may be provided by a transfer of the fee simple of the Leased Lands, dedication of the Leased Lands as park, by grant of statutory right of way in favour of Tenant 1 or some other tenure satisfactory to Tenant 1. Tenant 1 shall determine, in its sole and absolute discretion, the form of tenure that is satisfactory.

6. **RENEWAL:** Tenant 1 may renew this Lease for a further term of two years on the same terms and conditions, except for this right of renewal, by providing notice to the Landlord at least 30 days before the expiry of the Term.
7. **RENT:** The Landlord acknowledges payment from Tenant 1 of rent in the amount of \$1.00 and other good and valuable consideration including the necessary permission, permits and authorizations to allow the Landlord to conduct its business over the balance of the Lands, which cumulatively is the sole payment or consideration provided by Tenant 1 under this Lease on account of rent and all other amounts due for the occupation and use of the Leased Lands for the entire Term of this Lease.
8. **IMPROVEMENTS:** Any Improvements remain chattels and the property of the Tenant 1, despite the fact that the same may be annexed or affixed to the Leased Lands. The Improvements may at any time be removed in whole or in part by Tenant 1 in its discretion. In the event that Tenant 1 abandons the Improvements or any part thereof Tenant 1 may, if it so elects on notice to the Landlord with their consent, leave the whole or any part thereof in place but in good order, reasonable wear and tear excepted; provided that the Landlord may accept the abandonment of some Improvements and request the removal of others, in which case Tenant 1 shall remove the Improvements which must be removed and leave the Improvements that are accepted as abandoned by the Tenant 1. Tenant 1 agrees to leave the Leased Lands in good condition at the expiration or earlier termination of this Lease.
9. **TENANT 1'S COVENANTS:** Tenant 1 shall:
 - (a) consult with the Landlord as to the location of any Improvements on the Leased Lands and not construct or place any Improvements on the Leased Lands without the prior written consent of the Landlord, which shall not be unreasonably withheld
 - (b) construct and place Improvements so as to reasonably minimize interference with the uses and potential future uses of the Leased Lands by the Landlord;
 - (c) permit the Landlord and its agent to cross over the Leased Lands and the Improvements together with the public for the purpose of advancing a development application to Tenant 1's board;
 - (d) trim, prune, cut down and remove any branches, trees, brush, or other growth on the Leased Lands which in the reasonable opinion of the Tenant 1 constitutes or may constitute a danger or obstruction to those using the Leased Lands, provided such work shall, except in emergency situations, only occur with the prior written consent of the Landlord, which consent shall not be unreasonably withheld;

- (e) carry out the design, construction, maintenance, repair and replacement of the Improvements, in a good and workmanlike manner;
- (f) bear and pay all costs associated with designing, constructing, maintaining, repairing and replacing the Improvements and maintaining the physical condition of the Leased Lands as an access route or a linear park for the public;
- (g) ensure that the public, its own personnel, and emergency and maintenance personnel, are not exposed to any unusual or unreasonable hazards while using the Leased Lands as an access route or a linear park;
- (h) keep the Leased Lands insured and to extend Tenant 1's regular insurance coverage which it holds over its own property and park lands to the Leased Lands as part of or an extension of the Regional Park, with such coverage being for the benefit of the Landlord;
- (i) exercise care not to damage the Leased Lands or any improvements on the Leased Lands, and should Tenant 1 cause any damage to the Leased Lands or adjacent Lands to promptly restore or remediate all such damage as close to their pre-damaged condition as is reasonably practical;
- (j) comply with all applicable laws and regulations relating to the use of the Leased Lands, all work done on the Leased Lands, and in relation to the design, construction, and installation of the Improvements, including, without limitation, all environmental regulations applicable to the cutting of any timber on the Leased Lands and in relation to KLO Creek;
- (k) notwithstanding anything else to the contrary set out herein, only permit the public to use the Leased Lands:
 - i. during the hours that the Regional Park is open for public access, as may be determined by Tenant 1's by-laws in force from time to time;
 - ii. without using motorized vehicles or other powered methods of transportation which may be restricted by its by-laws or policies, in force from time to time; and
 - iii. take reasonable steps to enforce Tenant 1's by-laws in relation to the public's access to and use of the Leased Lands as part of or an extension of the Regional Park.

10. LANDLORD'S COVENANTS: The Landlord shall:

- (a) provide quiet enjoyment of the Leased Lands, subject to Tenant 1's ability to access and use the Leased Lands for similar purposes as the public, and subject to the Landlord's ability to cross the Leased Lands to access the remainder of the Lands for the purposes of its own business;

- (b) take all steps necessary to comply with the Lease in relation to the Landlord's use of the Lands and to keep and maintain the Lease in good standing;
 - (c) notwithstanding this Lease, be responsible for the parcel taxes, or users fees and/or any other charges which may be applicable to the Leased Lands; and
 - (d) not do or permit to be done any act or thing which may interfere with, injure, impair the operating efficiency of, or obstruct access to or the use of, the Leased Lands or the Improvements.
11. **DEFAULT BY TENANT 1:** If Tenant 1 is in default in the observation and performance of any of the terms, covenants or conditions to be observed or performed pursuant to this Lease, and such default continues for twenty-one (21) days after notice thereof to Tenant 1, the Landlord may exercise any and all of their respective rights in this Lease in order to cure such default, and the Landlord may at its sole option terminate this Lease and if the Landlord exercises its right to termination, it may re-enter the Leased Land as though Tenant 1 had not been in possession thereof, whereupon the Term of this Lease shall expire and be at an end as though the day of such re-entry were the day following the last day of the term hereof.
12. **INDEMNIFICATION:** Tenant 1 shall indemnify and save harmless the Landlord and their respective officers, directors, employees or agents against all actions, suits, debts, dues, accounts, damages, claims, losses, costs or liabilities of any nature whatsoever, arising from anyone's use of the Leased Lands as a public, emergency, or maintenance access route or linear park, whether as Tenant 1's servant, agent, employee, licensee, invitee or anyone for whom it is responsible, as well as any member of the public, excepting and to the extent that such losses, costs, damages, expenses and liabilities that are the result of the negligence of the Landlord
13. **ASSIGNMENT BY TENANT 1:** Tenant 1 shall not assign or lease, nor grant licenses or concessions in respect of, this Lease nor any interest therein or any portion thereof, without written consent of the Landlord, which consent may not be unreasonably withheld. If such consent is granted, Tenant 1 shall not be released or relieved of its obligations under this Lease.
14. **ASSIGNMENT BY LANDLORD:** The Landlord may assign, or transfer their respective interests in the Lands, subject to this Lease, as provided for in the Lease; and Tenant 1 shall be given written notice thereof.
15. **NOTICES:** Whenever it is required or desired that any party to this Lease must deliver or serve a notice on another, delivery or service is deemed to be satisfactory if and deemed to have occurred when:
- (a) party has been served personally at the address provided herein or to whatever address the party may from time to time provide to the other party; or

- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is earlier, so long as the notice is mailed to the party at the address provided herein or to whatever address the party may from time to time provide to the other party.

- 16. **TIME OF THE ESSENCE:** Time shall be of the essence for all purposes of this Lease.
- 17. **SEVERABILITY:** If any term or condition of this Lease or the application of any term or condition to any person or circumstance is held by a Court having jurisdiction to be to any extent invalid or unenforceable, then to the extent so held it is separate and severable and shall be severed from this Lease. The remainder of this Lease or the application of the term or condition to persons or circumstances other than those to which it is held to be invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.
- 18. **SURVIVAL OF COVENANTS:** The terms, provisions, covenants, conditions and obligations contained in this Lease which, by their nature or terms, require their performance by Tenant 1 after the expiration or other termination of this Lease shall be and remain valid and enforceable notwithstanding such expiration or other termination of this Lease for any reason whatsoever.
- 19. **COUNTERPARTS/FACSIMILE:** This Lease may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. This Lease may be executed by the parties and transmitted by facsimile and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed and complete original Lease.
- 20. **NO REGISTRATION:** This Lease shall not be registered against the Lands at the Kamloops Land Title Office.
- 21. **GOVERNING LAW:** This Lease is governed by the laws of the Province of British Columbia.

- 22. ENUREMENT:** This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, legal personal representatives, heirs, estates, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

REGIONAL DISTRICT OF CENTRAL OKANAGAN

Per:

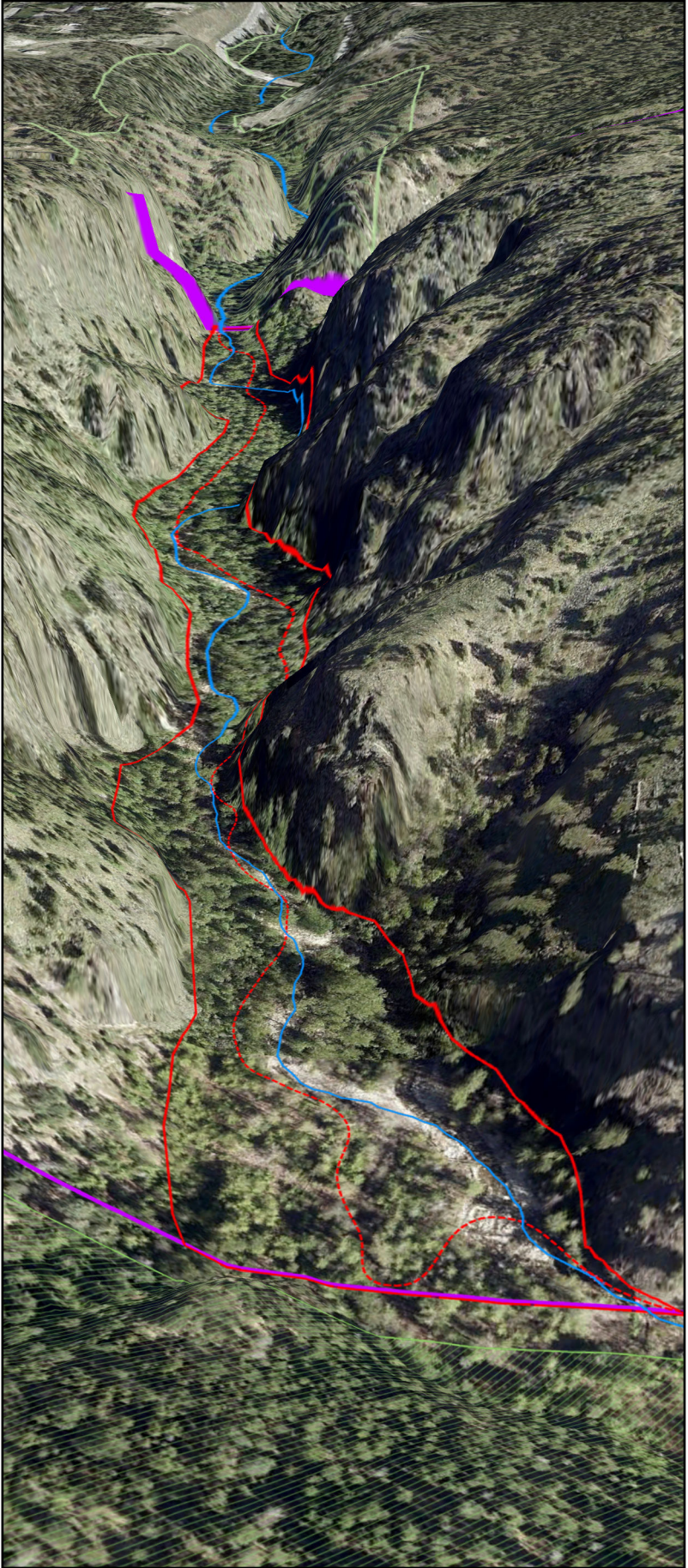
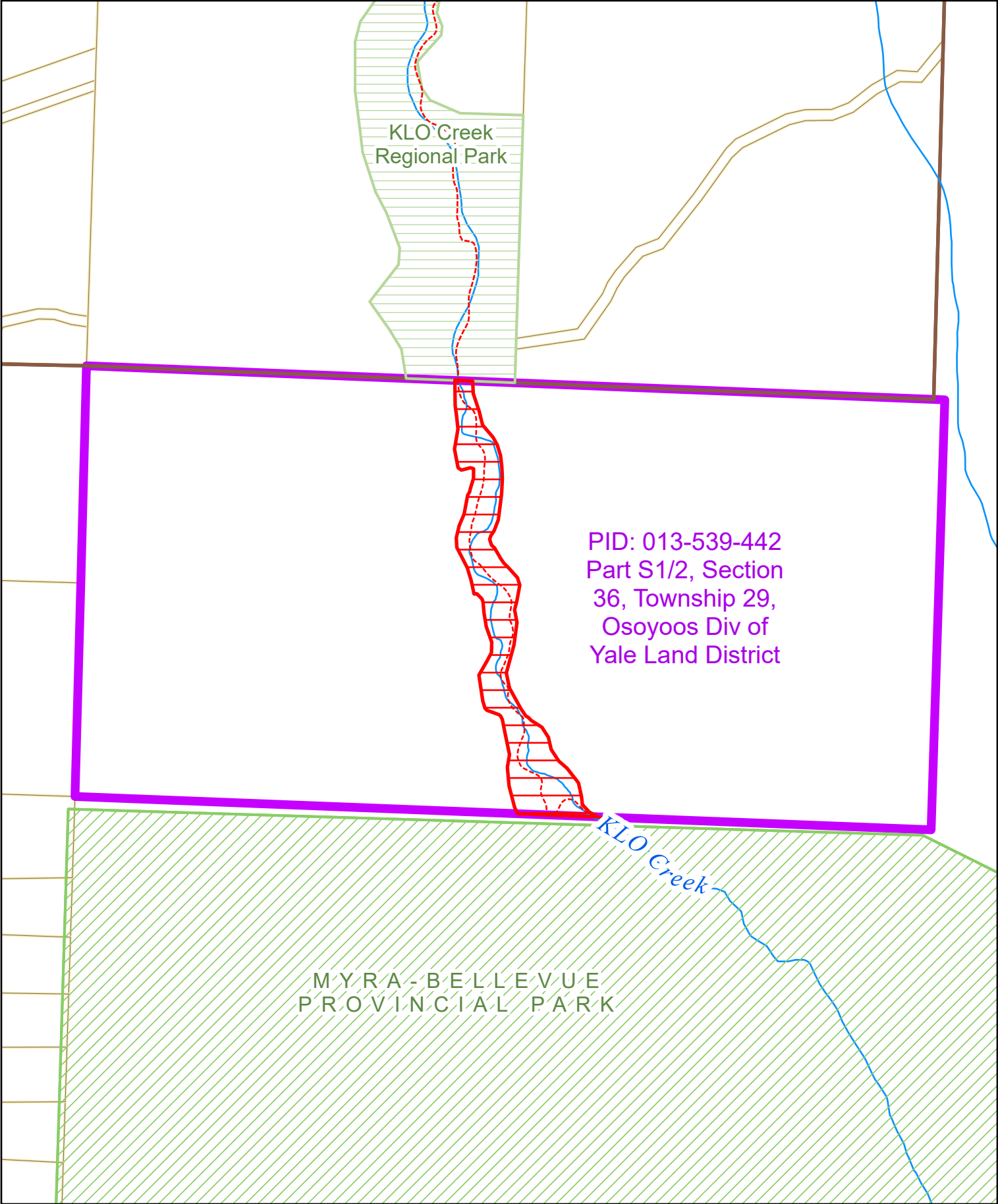
Authorized Signatory

Authorized Signatory

SIGNED, SEALED AND DELIVERED in)
the presence of:)
)
Name: _____)
Address: _____)
Occupation: _____)
)

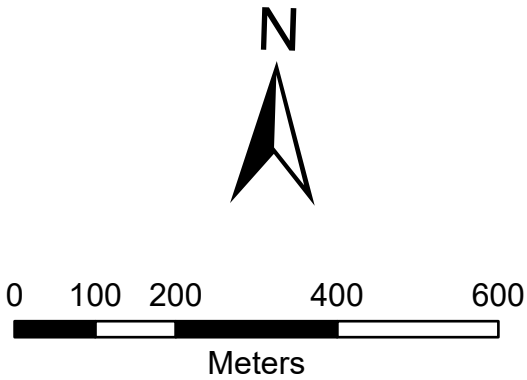
Reimund Schoenherr

Schedule 'A'



RDCO Trail Access Lease

- Streams
 - Municipal Boundaries
 - Regional Parks
 - Provincial Parks
 - Subject Property
 - KLO Creek Trail
 - Lease Land Trail Corridor
- Lease Corridor = 5.74ha.



Spatial Reference:
NAD 1983 UTM Zone 11N
True North (Degrees): 1.81°
Created: Apr.01,2019





TEMPORARY USE PERMIT

TUP-13-03

TO: Rolf Von Andrian c/o Reimund Schoenherr
4675 June Springs Rd.
Kelowna, B.C. V1W 4C8

1. This permit is issued subject to compliance with all of the Bylaws of the Regional District of Central Okanagan applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Permit applies to and only to those lands described below, and any and all buildings, structures and other developments thereon:

The South ½ of Section 36, Township 29, ODYD (PID: 013-539-442)

3. The Zoning Bylaw pursuant to the Local Government Act is varied or supplemented as follows:

#78/13 HANSON/EDGSON

THAT Temporary Use Permit (Application TUP-13-03) for R. Schoenherr (owner) & R. Von Andrian (agent) located in the vicinity of June Springs Road, Myra-Bellevue Provincial Park be conditionally approved subject to the following:

- Registration of a Statutory Right-of-Way for trail access within six months from date of issuance of the temporary use permit, as per the comments from Parks staff;
- Approval of a Development Permit is required prior to any land alteration or disturbance which addresses Aquatic Ecosystem; Sensitive Terrestrial Ecosystem, Hillside and Wildfire Development Permit Area Guidelines of the South Slopes OCP, as per comments from the RDCO Environmental Planner and the EAC;
- Applicant to obtain a Business license and Building Permits must be applied for and obtained from the RDCO for all proposed buildings and structures;
- Confirmation from the Province that the Crown land access has been addressed (File: 3409943);
- Confirmation that all issues of the Ministry of Transportation and Infrastructure have been addressed including issuance of an access permit;

AND THAT the applicant provide an update in writing to the Community Services Department six months after issuance of the permit confirming that all of the conditions of the Temporary Use Permit have been addressed and are being adhered to;

AND FURTHER THAT the Temporary Use Permit shall expire in three years and all uses temporarily authorized by the Permit shall cease upon expiry of the Permit, unless otherwise authorized.

CARRIED

4. The land described herein shall be developed strictly in accordance with the terms and conditions of this Permit and any plans and specifications attached to this Permit, which shall form a part hereof.
5. This Permit is not a Building Permit.

AUTHORIZING RESOLUTION PASSED BY THE REGIONAL DISTRICT OF THE CENTRAL
OKANAGAN ON THIS 22nd DAY OF April 2013

ISSUED THIS 3rd DAY OF May 2013



Director of Corporate Services

/jm

H:\PLANNING\4520-Permits_General (FEX and TUP)\20-Temp_Use_Permit\2013\TUP-13-03\TUP PERMIT.docx



TEMPORARY USE PERMIT TUP-13-03

TO: Reimund Schoenherr
c/o Rolf Von Andrian
4675 June Springs Rd.
Kelowna, B.C. V1W 4C8

1. This permit is issued subject to compliance with all of the Bylaws of the Regional District of Central Okanagan applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Permit applies to and only to those lands described below, and any and all buildings, structures and other developments thereon:

The South ½ of Section 36, Township 29, ODYD (PID: 013-539-442)

3. The Zoning Bylaw pursuant to the Local Government Act is varied or supplemented as follows:

#89/16

THAT the Temporary Use Permit (Application TUP-13-03 – authorized April 22, 2013) for R. Schoenherr c/o R. von Andrian to permit an outdoor recreational ropes course/zip line business on a portion of the South 1/2 of Section 36, Township 29, ODYD - 4429 June Springs Road be renewed for an additional three years with the following conditions:

- The sublease with RDCO Parks Services for the KLO Creek Trail to remain in effect;
- Approval of a Development Permit is required prior to any further land alteration or disturbance;
- Obtain annual Business Licenses and Building Permits as required; and
- Confirmation from the Ministry of Transportation and Infrastructure that the commercial access permit (File Number: 2016-01289) conditions of April 7, 2016 have been addressed.

CARRIED

4. The land described herein shall be developed strictly in accordance with the terms and conditions of this Permit and any plans and specifications attached to this Permit, which shall form a part hereof.
5. This Permit is not a Building Permit.

AUTHORIZING RESOLUTION PASSED BY THE REGIONAL DISTRICT OF THE CENTRAL
OKANAGAN ON THIS 14th DAY OF April 2016

ISSUED THIS 20th DAY OF April 2016



Director of Corporate Services

/ky

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REGIONAL DISTRICT OF CENTRAL OKANAGAN
DEVELOPMENT PERMIT
DP-13-10

TO: Reimund Schoenherr
c/o Rolf Von Andrian
4675 June Springs Road
Kelowna, BC V1W 4C8

1. This permit is issued subject to compliance with all of the Bylaws of the Regional District applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Permit applies to and only to those lands within the Regional District described below, and any and all buildings, structures and other developments thereon:
The South ½ of Section 36, Township 29, ODYD (PID: 013-539-442)
3. The conditions of the Development Permit are as follows:

THAT Development Permit DP-13-10 be conditionally approved based on the October, 2013 Environmental Assessment Report conducted by Ecora Resource Group Ltd.; October 31 2013 Geotechnical Hazard Assessment conducted by Beacon Geotechnical Ltd; and September 2013 Wildfire Hazard Assessment conducted by Ecora Resource Group Ltd.

AND FURTHER THAT the approval is subject to the conditions specified in Schedule "A", which is attached to and forms part of the Development Permit.

4. As a condition of the issuance of this permit, the Board 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 Permittee and be paid to the Permittee if the security is returned. The condition of the posting of the security is that should the Permittee fail to carry out the development hereby authorized, according to the terms and conditions of the Permit within the time provided, the Regional District may use the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Permittee, or should the Permittee carry out the development permitted by this permit within the time set out above, the security shall be returned to the Permittee. There is filed accordingly:
 - a) **An Irrevocable Letter of Credit or Bank Draft in the amount of \$ 8,510.63**
5. The land described herein shall be developed strictly in accordance with the terms and conditions of this Permit and any plans and specifications attached to this Permit, which shall form a part hereof.
6. This Permit is not a Building Permit.

7. Subject to the terms of the permit, where the holder of a permit issued under the Local Government Act does not substantially commence any construction with respect to which the permit was issued within one year after the date it is issued, the permit lapses.

AUTHORIZING RESOLUTION PASSED BY THE MANAGER OF PLANNING ON THIS
17th DAY OF February 2014

DATED March 21, 2014



Director of Corporate Services

/jt

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Schedule "A"

The Regional Board hereby approves Development Permit DP-13-10 subject to the following conditions:

Adherence to Development Plans:

- No further or variance in construction of, addition to or alteration of a building or structure; or alteration or clearing of land (including but not limited to grading, blasting, preparation for the construction of services or roads) is to occur within the Development Permit Areas as outlined in the South Slopes Official Community Plan Bylaw No. 1304 without prior notification and approval by RDCO; other than Phase 1 activities recognized and approved in this Development Permit.
- Other than the placement of 2 m² wooden platforms in a tree, the existing trail system adjacent to KLO Creek, and any required restoration works, no buildings, structures or improvements of any kind shall be constructed nor located within the identified Streamside Protection and Enhancement Area (SPEA) as shown on Figure 2 of the October, 2013 Environmental Assessment Report conducted by Ecora Resource Group Ltd. And further, other than restoration works there shall not be any removal or disturbance of any soil, vegetation, or trees (with the exception of weeds) from within the SPEA without first obtaining the written consent of the RDCO.

Assessment Reports:

- All construction, land clearing, mitigation, restoration and compensation activities must be completed as per the recommendations contained in the October 2013 Environmental Assessment Report conducted by Ecora Resource Group Ltd.; October 31 2013 Geotechnical Hazard Assessment conducted by Beacon Geotechnical Ltd; and September 2013 Wildfire Hazard Assessment conducted by Ecora Resource Group Ltd.

Monitoring:

- The applicant shall obtain the services of an Environmental Monitor to ensure the recommendations of the Development Permit are implemented and in accordance with the following schedule and conditions:
 - Submit monthly monitoring reports to RDCO or as indicated by the Environmental Monitor.
 - Prepare a substantial completion report and submit to RDCO upon completion of the construction and restoration works indicating substantial completion of the conditions and requirements of the Development Permit have been carried out.
 - In the event that greater disturbance occurs due to unforeseen circumstances, the Environmental Monitor will recommend further measures to protect/restore the natural integrity of the site and report on these measures to the RDCO.
 - Trees within the course must be monitored for tree health and for safety purposes by a qualified arborist.

Security:

- The applicant shall post a letter of credit or bank draft in the amount of \$8,510.63 in order to ensure completion of works and associated remediation landscaping within 1 year of the issuance of the Development Permit or as indicated in the compensation plan. Ninety per cent (90%) of this amount is refundable upon completion of said works and receipt of a substantial completion report signed by a registered professional, and to the satisfaction of Regional District Environmental Planning staff. The remainder of the bond shall be held for a minimum of two (2) years (growing seasons) to ensure that the required mitigation has been fully implemented and demonstrated to function (ecologically or as designed). The maintenance bond may be held for longer periods if, throughout the initial 2-year period the persistent failure of the works is documented.

Further Conditions or Restrictions:

- Draining and infill of the dugout must not occur without appropriate approvals received from the Province in accordance with the BC *Water Act*. Copies of correspondence from the Province indicating that the proposed works does not trigger the *Water Act* or copies of any required notification or approvals are to be provided to RDCO prior to commencement of any draining or infill activities.
- Ensure the submitted Environmental Assessment Report is entered into the on-line Riparian Areas Regulation Notification System (RARNS).
- Phase 2 activities will require additional environmental assessment work and a new or amended Development Permit prior to commencement.
- A detailed compensation and restoration plan is to be submitted to and approved by the RDCO which demonstrates a net gain of environmental values associated with the proposed project prior to commencement of any compensation works.
- Submit data gathered through the Environmental Assessment and ongoing monitoring on local species at risk to the B.C. Conservation Data Centre.
- Registration of a geotechnical covenant under section 219 of the *Land Title Act* to address the recommendations identified in the October 31 2013 Geotechnical Hazard Assessment conducted by Beacon Geotechnical Ltd. The applicant will be responsible for completing requirements contained in the report to the satisfaction of the Registered Professional Engineer.
- The applicant will be responsible for completing requirements contained in the September 2013 Wildfire Hazard Assessment conducted by Ecora Resource Group Ltd. to the satisfaction of a Registered Professional Forester. Future buildings on the site may require the registration of a wildfire covenant under section 219 of the *Land Title Act*.



Agenda No:

9.4

Mtg. Date: April 22, 2013

REGIONAL BOARD REPORT

TO: Regional Board

FROM: Ron Fralick, Planning Manager

DATE: April 15, 2013

SUBJECT: Temporary Use Permit (Application TUP-13-03)
(Reimund Schoenherr – owner/Rolf von Andrian – agent)

LOCATION: In the vicinity of June Springs Road, Myra-Bellevue Provincial Park and adjacent to the City of Kelowna (Central Okanagan East)

LEGAL: The South 1/2 of Section 36, Township 29, ODYD

RECOMMENDATION:

THAT Temporary Use Permit (Application TUP-13-03) for Reimund Schoenherr – owner and Rolf von Andrian – agent be conditionally approved subject to the following:

- Registration of a Statutory Right-of-Way for trail access within six months from date of issuance of the temporary use permit, as per the comments from Parks staff;
- Approval of a Development Permit is required prior to any land alteration or disturbance which addresses Aquatic Ecosystem; Sensitive Terrestrial Ecosystem, Hillside and Wildfire Development Permit Area Guidelines of the South Slopes OCP, as per comments from the RDCO Environmental Planner and the EAC;
- Applicant to obtain a Business license and Building Permits must be applied for and obtained from the RDCO for all proposed buildings and structures;
- Confirmation from the Province that the Crown land access has been addressed (File: 3409943);
- Confirmation that all issues of the Ministry of Transportation and Infrastructure have been addressed including issuance of an access permit;

THAT the applicant provide an update in writing to the Community Services Department six months after issuance of the permit confirming that all of the conditions of the Temporary Use Permit have been addressed and are being adhered to;

AND THAT the Temporary Use Permit shall expire in three years and all uses temporarily authorized by the Permit shall cease upon expiry of the Permit, unless otherwise authorized.

B.

Purpose:

To consider issuance of a Temporary Use Permit in order to establish an outdoor recreational ropes course/zip line business on a portion of the subject property.

IMPLICATIONS OF RECOMMENDATION:**Legal/Statutory Authority:**

In accord with Section 791 of the Local Government Act (Voting on Resolutions and Bylaws), all resolutions must be decided by a majority of the votes cast, and in accord with all applicable provisions. As consideration of Temporary Use Permits is consistent with the South Slopes OCP, and the property is located within a designated Fringe Planning Area, voting on the permit lies with the Electoral Area Directors and Kelowna Fringe.

Organizational:

The application was submitted and processed in accordance with requirements of RDCO Application Procedures Bylaw No. 944.

Strategic Plan:

The RDCO Strategic Plan Vision 2020 – Planning for the Future document articulates the need for the region to have a diverse economy and a region with strong cultural and recreational opportunities.

Policy:

Policies of the South Slopes OCP Bylaw No. 1304 applicable to the proposal include;

- Support tourism and related businesses in South Slopes that complement the existing parks and their permitted low-impact (non-motorized uses).
 - Support the Strategic Plan of the Economic Development Commission and its three key objectives of business retention, business attraction, and business facilitation.
 - Provide for an overall connectivity of natural open space and parkland between the RDCO, City of Kelowna and Crown lands in the South Slopes area.
-

BACKGROUND:**Project description:**

The applicant is requesting issuance of a Temporary Use Permit in order to allow an outdoor recreational ropes course/zip line business on a portion of the subject property. The business will provide an outdoor based activity site for families with children of all ages as well as for leisure and corporate groups, including school classes.

The business will utilize an approximate 8 ha (20 acres) portion of the 129 ha (320 acre) property and will include a ropes course area (40 elements), two zip-lines, and a parking area. No permanent buildings are proposed at this time and portable toilets will be used for staff and customers. The park will operate with virtually no negative environmental impact. Existing trees on site are a valuable asset to the business and are protected. Extensive information regarding the proposal is provided in the attached document 'Myra Canyon Ropes Course Kelowna' submitted by the applicant.

Site Context:

The property is accessed via a Crown land parcel to the west (License of Occupation). The applicant is in process of securing the appropriate amendment and tenure from the Province for the access. In conjunction with the Temporary Use Permit, the applicant will also be required to address the Environmental Development Permit provisions of the South Slopes Official Community Plan, Bylaw No. 1304.

In accordance with the Local Government Act, the applicant is requesting issuance of a three-year permit. It is the intent of the applicant to obtain approval and establish the business while continuing negotiations with the property owner for a long term lease and/or purchase of the property. The proponent is aware that a permanent remedy must be accomplished via submission of, and approval of an OCP amendment and rezoning application.

Additional Information:

Owners:	Reimund Schoenherr
Applicant/Agent:	Rolf von Andrian
Address:	4675 June Springs Road, Kelowna, B.C., V1W 4C8
Legal:	South 1/2 of Section 36, Township 29, ODYD
Lot Size:	129.5 ha (320 acres)
Zoning:	RU1 Rural 1
OCP:	Rural Resource
Existing Use:	Proposed ropes course/zip-line area is vacant
Sewage Disposal:	Portable toilets
Water Supply:	Well
ALR:	Not within the ALR
Fire Protection:	Kelowna Fire Protection Agreement Area
Surrounding Uses:	North: City of Kelowna lands South: Myra – Bellevue Provincial Park East: Vacant Crown lands West: June Springs Road/Rural residential

AGENCY REFERRALS:

Environmental Services staff indicate that their interests are unaffected by the application.

Parks Services has reviewed the referral (TUP-13-03) and have the following comments:

- Parks Services has had ongoing interests in the KLO Creek corridor for recreation purposes. We are interested in the KLO Creek corridor continuation through the subject property. The trail connection would provide important trail connectivity between Scenic Canyon Regional Park, KLO Creek Park and Myra-Bellevue Provincial Park.
- The KLO Creek trail corridor and trail connectivity to parks and greenways is supported in the South Slopes Official Community Plan, Bylaw No. 1304, 2012.
- The City of Kelowna 2030 Official Community Plan and the City of Kelowna Linear Park Master Plan identifies and supports the trail connectivity in the KLO Creek corridor with other trails and parks, such as Scenic Canyon Regional Park, Mission Creek Greenway, Powerline Linear Park and the SEKID Irrigation Flume Trail.
- Parks Services requests the Regional Board consider the recommendation to secure a trail connection through the subject property, via a registered statutory right of way, as a condition of the Temporary Use Permit application (TUP-13-03).

Parks staff would be in agreement to allow the applicant six months, from the time of TUP approval, to address the above noted SRW condition.

Environmental/Land Use Planner indicates approval of a Development Permit will be required prior to any land alteration or disturbance which addresses Aquatic Ecosystem; Sensitive Terrestrial Ecosystem, Hillside and Wildfire Development Permit Area Guidelines of the South Slopes OCP. The following is recommended;

- Required development approval information for the Development Permit which will include an Environmental Impact Assessment (EIA) and may include a wildfire hazard assessment and geotechnical study.
- Confirmation that approvals have been received for road access across Crown land for both the west and east sides of KLO Creek.
- Provision of adequate fire protection/suppression on site.
- Removal of the improvements if the business ceases to operate with the site restored to original condition.
- The EIA is to specifically address the provision of wildlife corridors and ecosystem connectivity with interfacing Crown lands and especially between parks (note – this is from the OCP and supports the parks recommendation).

Environmental Advisory Commission (EAC) reviewed the proposed at their April 4, 2013 meeting and the following resolution was passed;

THAT the Environmental Advisory Commission sees the proposal as a low impact and complimentary land use of the property that fits well with the proximity to the parks and the KVR trestles. EAC supports the Temporary Use Permit application with the following conditions:

- Obtain appropriate road use permits;
- Demonstrate approved access to the east side of KLO Creek, in particular access to allow construction and include restrictions to recreational vehicles;
- Provision of the required Environmental Assessment and Geotechnical Report; and
- Removal of the improvements (i.e. the zipline) if the business ceases to operate with the site restored to original condition.

Inspections/Bylaw staff advises that the applicant will be required to obtain a Business License and that Building Permits must be applied for and obtained for all proposed buildings and structures.

Interior Health advises that their office has no objection to the issuance of a Temporary Use Permit however, IH notes the following;

- As the proposed activity will be near and crossing over KLO Creek which serves as a drinking water source for downstream water users, close regard should be given to following best practices in protecting the watershed and streams within it from activities which could impact water quality negatively;
- Proposed portable toilets for on-site washroom facilities will be acceptable provided they are well maintained and do not create a health hazard;
- Should the applicant wish to use any existing water system at the site or construct a water system to provide water for public use, they must contact IH regarding the necessary approvals and permits to ensure compliance with the *Drinking Water Protection Act & Drinking Water Protection Regulation*.

City of Kelowna indicates that the proposal will have minimal impact on their interests. Based on comment from their Engineering Traffic Technician, if the traffic volumes per day reflect what the applicant has indicated (approx. 35 vehicles per day), then there are no anticipated negative impacts to June Springs Road. June Springs Road has the capacity to deal with the anticipated volumes and is already used as an access to the Kettle Valley Railway (KVR).

Ministry of Forests, Lands, and Natural Resource Operations (Ecosystems Section) notes that the development is subject to the provincial Riparian Areas Regulation (RAR) as the proposed zip-lines traverses and includes structures in close proximity to KLO Creek, which provides habitat for rainbow trout.

The RAR assessment will define the required Streamside Protection and Enhancement Area (SPEA) setback for the property, which must be determined prior to development. RAR assessments must be completed by a qualified environmental professional (QEP) following the provincial RAR guidelines. Any works proposed within KLO Creek will require approval or notification under the provincial *Water Act* and may be subject to review or authorization under the federal *Fisheries Act*.

Ministry of Forests, Lands, and Natural Resource Operations (Crown Land Adjudication Section) has requested that the Regional District make approval of the TUP application subject to completion for the Crown land access (File: 3409943).

Ministry of Environment (BC Parks Planning Section) notes that the proposal is located on a lot that immediately borders Myra-Bellevue Provincial Park. The proponent should be advised that human activities in the vicinity of a provincial park can strongly affect its habitat and recreation values. The Ministry encourages the proponent to familiarize themselves with the values of Myra-Bellevue Provincial Park in order to limit impacts to the valuable resources of the park.

RDCO Planning staff believes that the concerns of the Ministry of Forests, Lands, and Natural Resource Operations and Ministry of Environment will be addressed in conjunction with the required Environmental Development Permit and associated environmental impact assessment that must be completed, in addition to the requirement for a trail connection identified by Parks staff.

Westbank First Nation (WFN) advises that they have reviewed the information provided. Based on this information, WFN has no objection to the proposal.

Ministry of Transportation and Infrastructure has not provided a formal response to date. Planning staff believe that the applicant may be required to obtain an access permit from the Ministry for the intended commercial use accessing onto June Springs Road.

South East Kelowna Irrigation District (SEKID) has indicated that their interests are unaffected by the proposal.

ALTERNATIVES:

Should the Board choose not to support the staff position, the following alternate recommendation is provided;

THAT Temporary Use Permit TUP-13-03 not be approved.

CONCLUSION:

The South Slopes Official Community Plan indicates that temporary use permits may be considered by the Board to allow specific land uses to occur for a short period of time (change in legislation subsequent to 2008 allows approval up to a maximum of 3 years). Policy of the OCP stipulates that the use must be temporary or seasonal in nature and the use must not create an unacceptable level of negative impact on surrounding permanent uses.

The temporary permit may include conditions such as, but not limited to; the buildings to be used, the area of use, the hours of use, appearance, site rehabilitation, and the holding of a security by the Regional District to ensure compliance.

Provided that all technical issues of affected agencies and the RDCO are addressed, the proposal represents a relatively low-impact recreational use that is compatible with other land uses in the South Slopes area. The parks recommendation for a statutory right-of-way would provide important trail connectivity between Scenic Canyon Regional Park, KLO Creek Park and Myra-Bellevue Provincial Park which is supported in the South Slopes Official Community Plan.

In accord with provision of the Local Government Act, notice of this application was published in the local newspaper. In addition, a Notice of Application sign was posted and notification forwarded to all property owners located within 100 metres of the subject property.

Further to the public notification process, one letter has been received from the owners of 4662 June Springs Road opposing the application. While they commend the von Andrian family for the initiative, they have concerns associated with the increase of traffic on June Springs Road, fire risk, and garbage/trespass that will result from the proposed business (copy attached).

Planning staff note that the applicant was made aware of potential issues that may be raised by area residents. As such, the applicant forwarded information letters to area residents and an open house was held prior to submission of their application. As noted in the application submission, the proponent has been working toward addressing all technical issues and areas of concern regarding the ropes course/zip-line business.

In recognition of the aforementioned comments, Planning staff recommends that the Temporary Use Permit be conditionally approved as per the 'Recommendation' at beginning of the report.

This is for your consideration.

Submitted by,

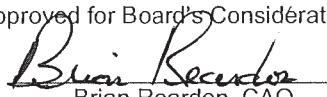

 Ron Fralick, MCIP, RPP
 Manager of Planning


 Chris Radford
 Director of Community Services

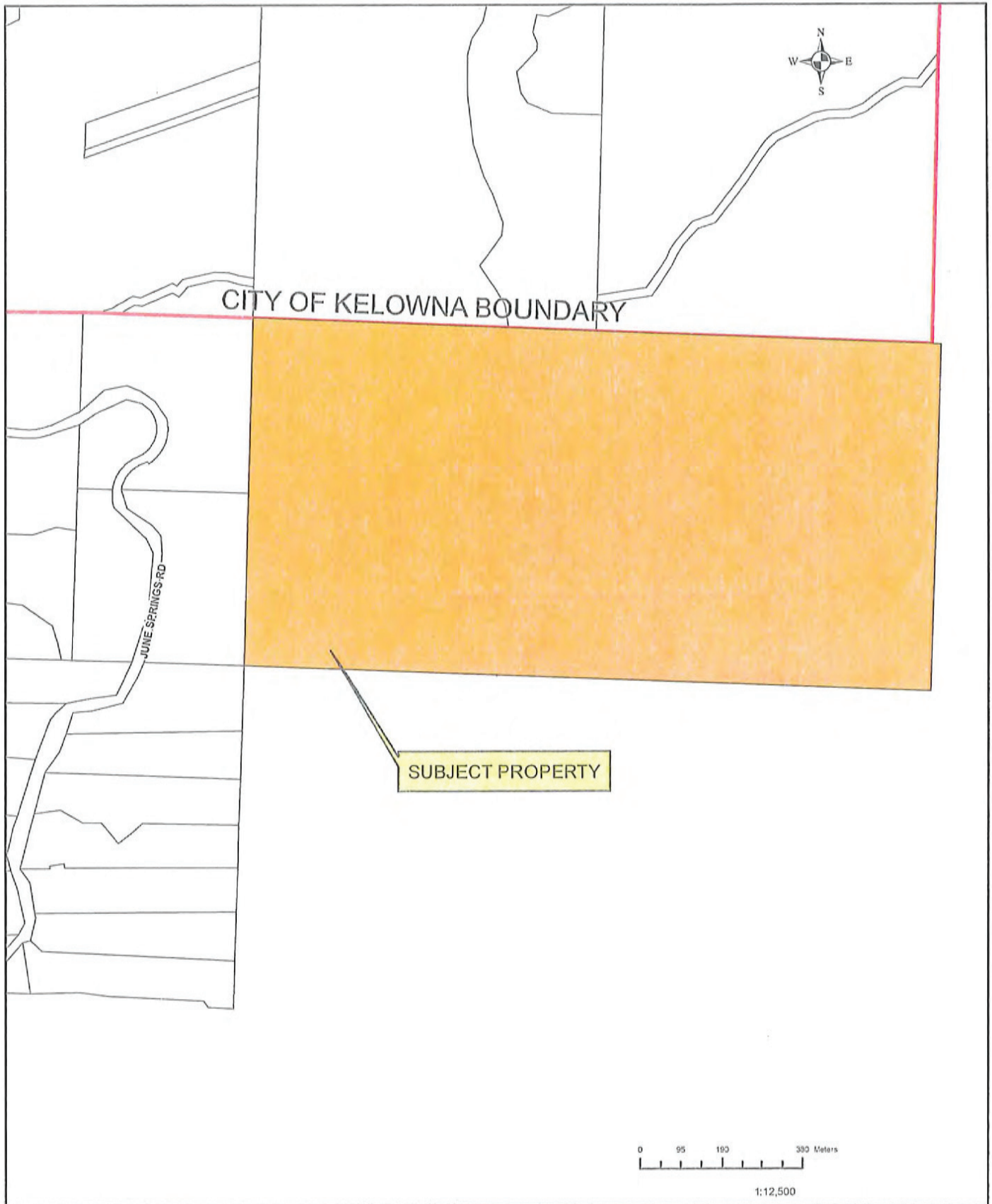
Considerations not applicable to this report:

General
 Financial Consideration

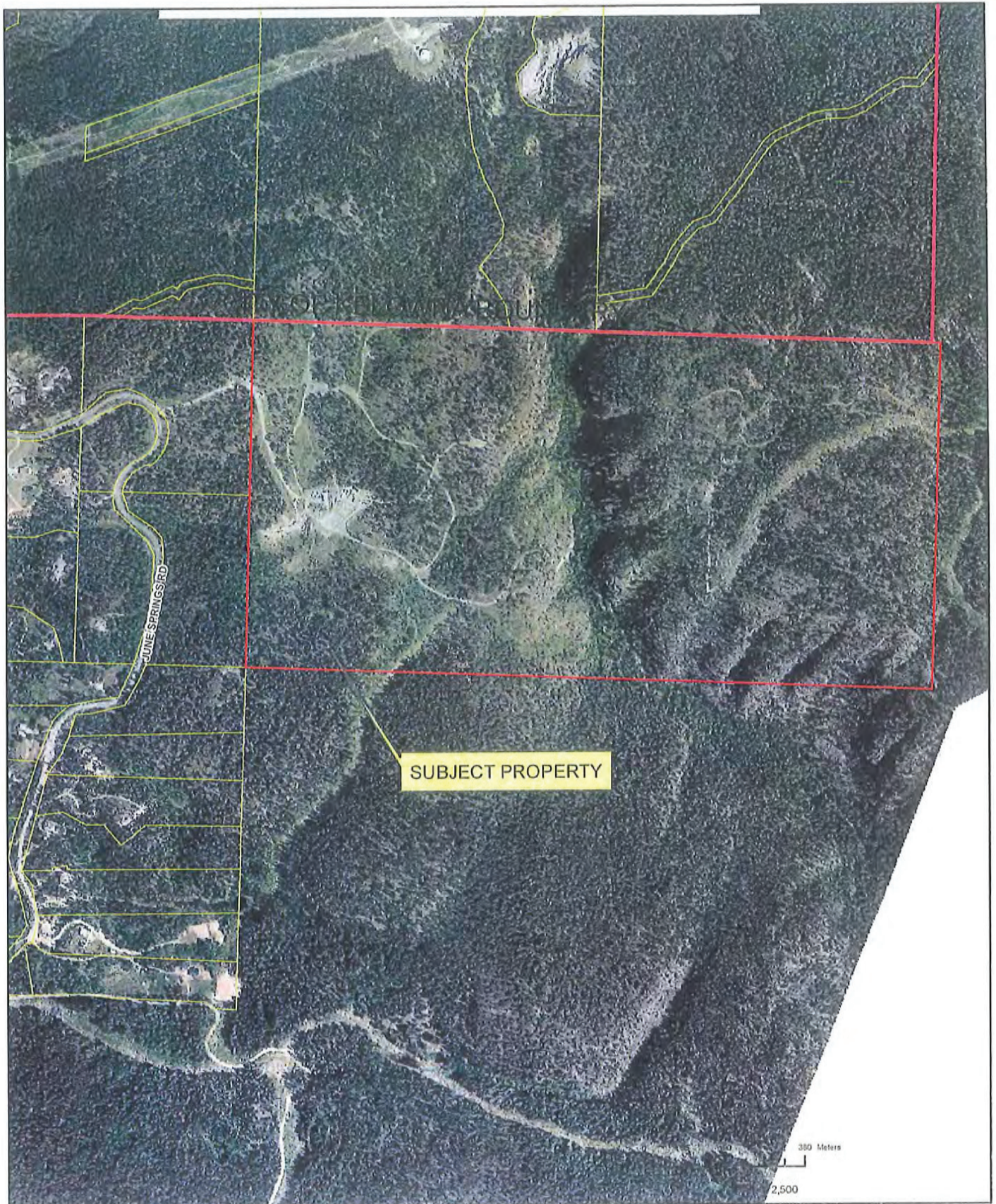
Attachments: Subject property & ortho photograph map
 Location, neighbour & site details maps
 Myra Canyon Ropes Course submission
 Abstract to Main Document
 Letter of Opposition (D. & L. Dalglish)

Approved for Board's Consideration

 Brian Reardon, CAO

SUBJECT PROPERTY

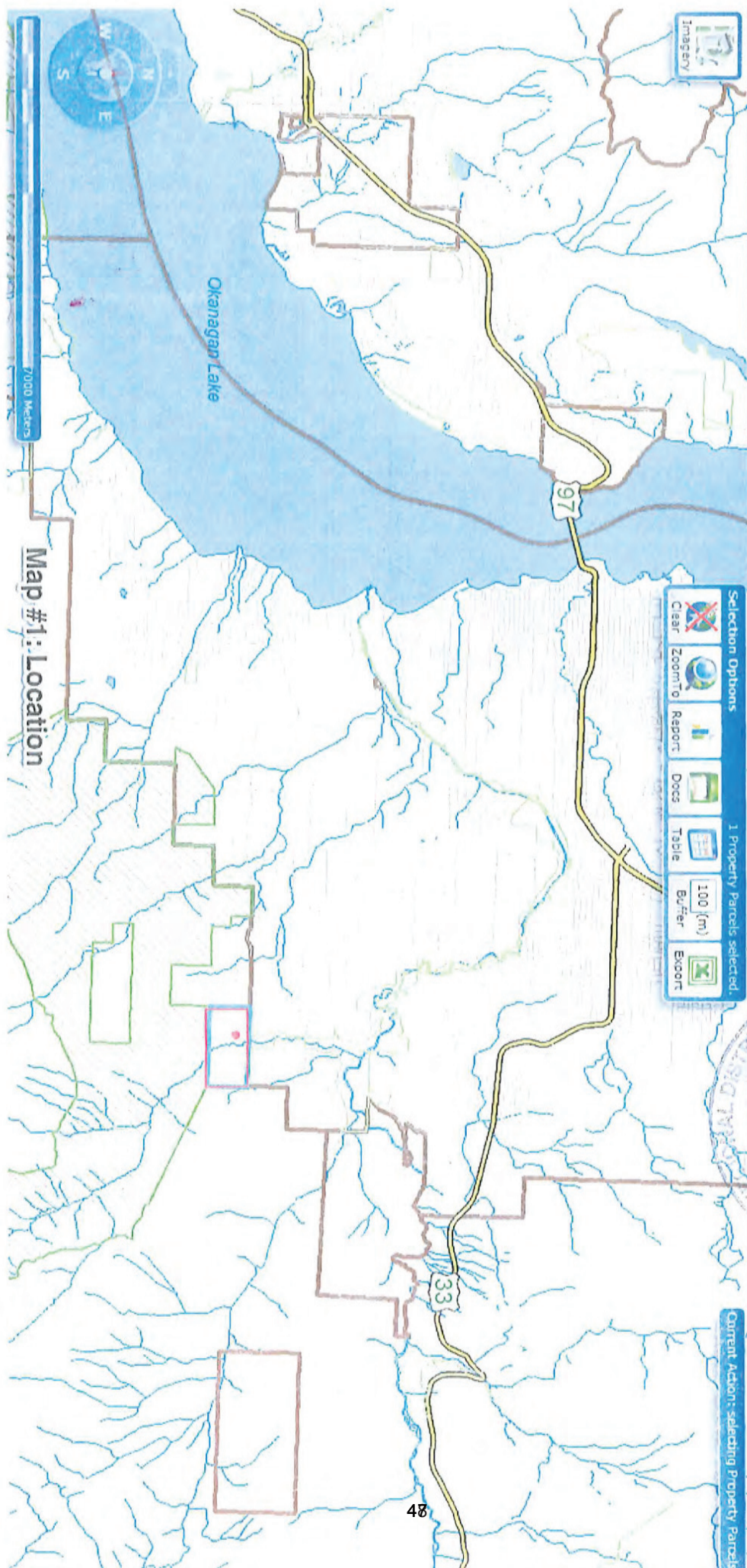


ORTHOPHOTO





Regional District of Central Okanagan Geographic Information System v2.11



Map #1: Location

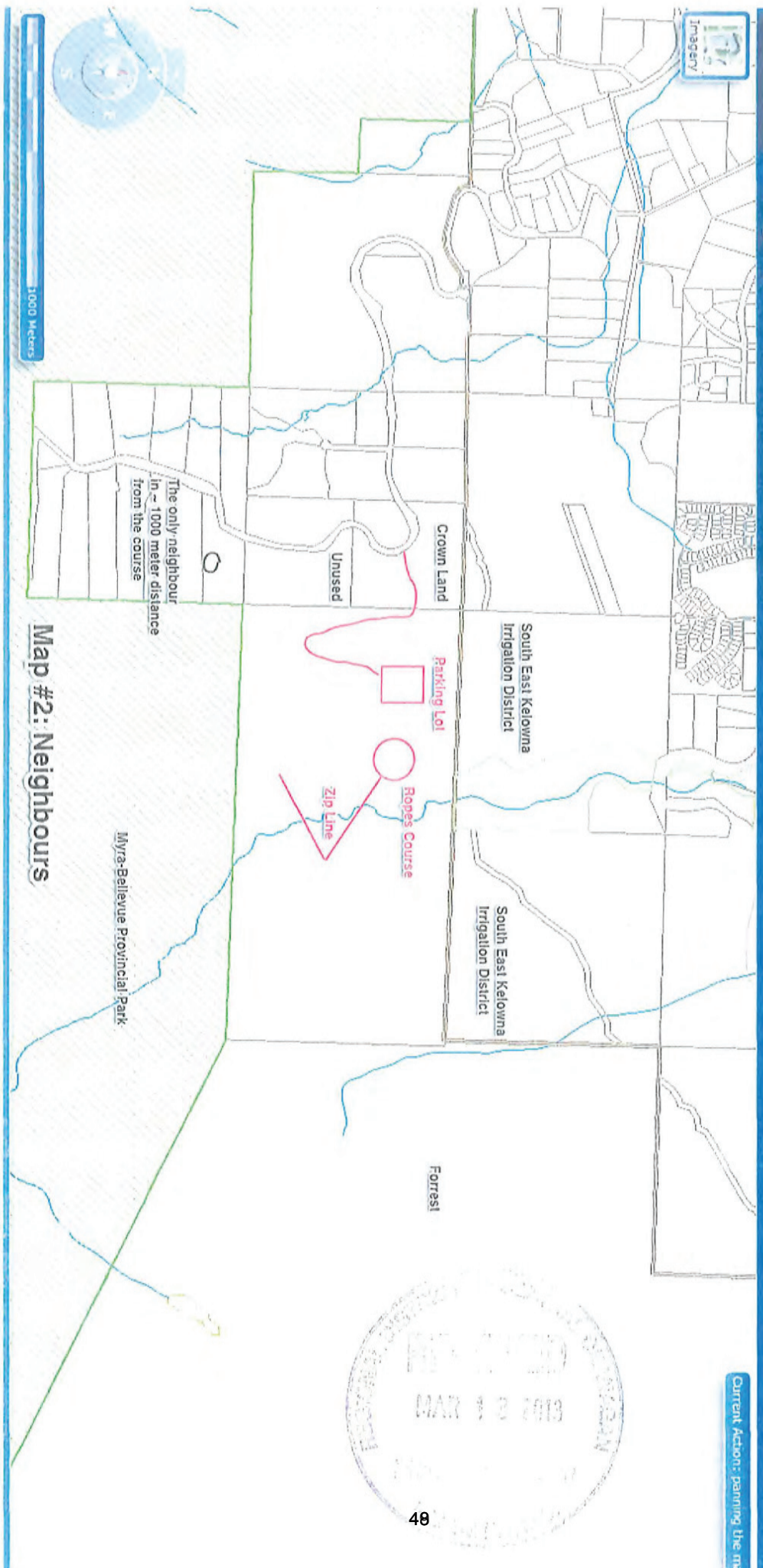




Regional District of Central Okanagan Geographic Information System v2.11

Map Tips (pop-ups): off ?
Bookmarks Select Pan Search Maplayers Extras Sign In

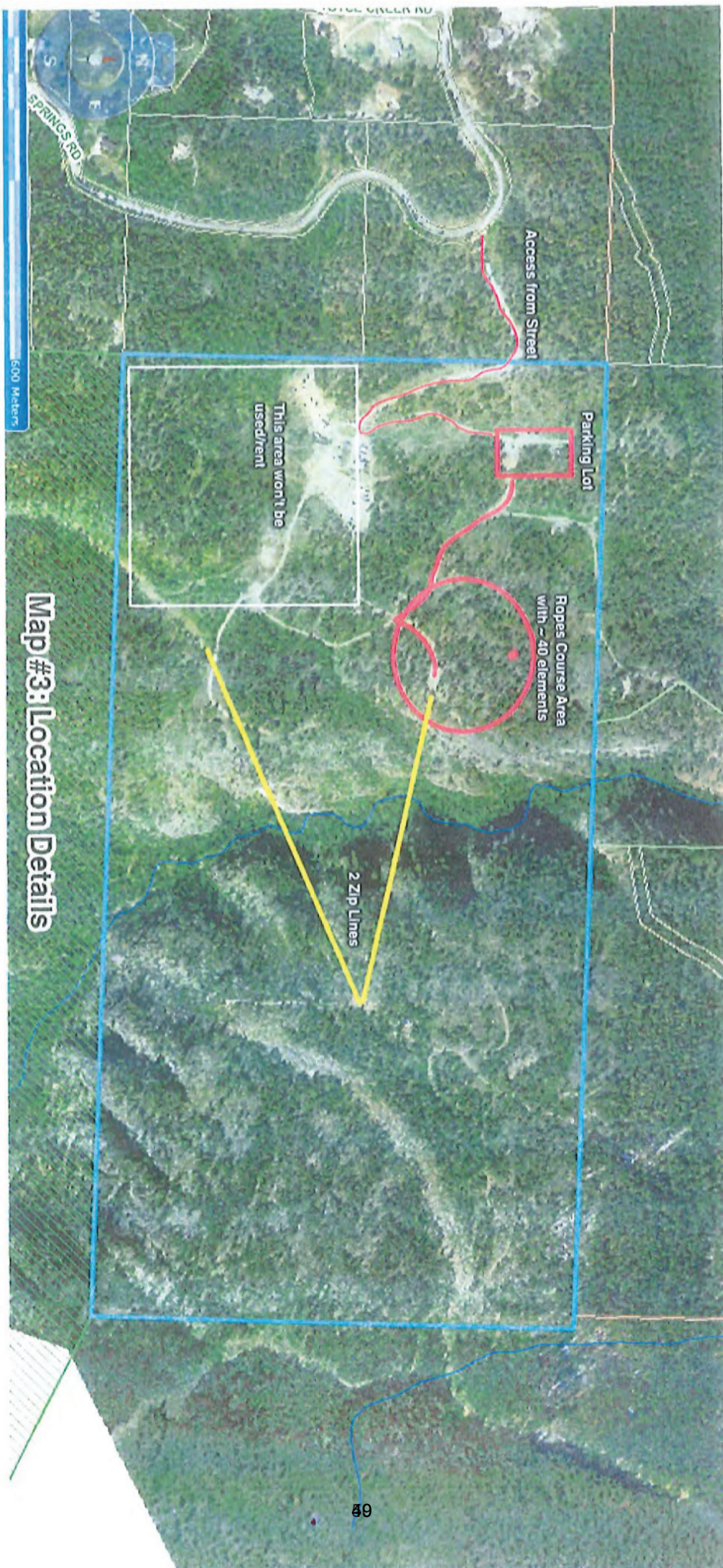
Current Action: panning the map



The only neighbour
in ~1000 meter distance
from the course

Map #2: Neighbours

2



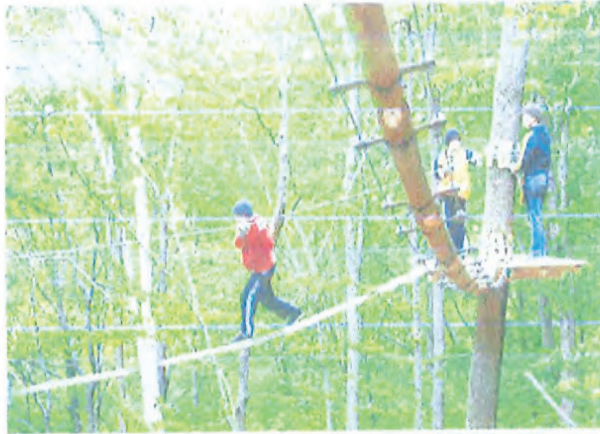
Map #3: Location Details

Application for Temporary Commercial or Industrial Use Permit

Abstract to the Main Document

Find here the core points taken from the main document 3.- 7.:

1. The application for a commercial usage is for a ropes and challenge course with zip line add on. Focus of the course is team building and personal development.
2. The business concept is different to the competing ropes courses and zip lines.
3. The applicants are a German family with 4 children and immigration with the Provincial Nominee Program for entrepreneurs. They are obliged to invest money and create jobs within the first 2 years.
4. The business idea is pre-discussed with local stake holders like the former Mayor and the CEO of Tourism Kelowna.
- 5 The property is at 4429 June Springs Rd. and has its "history" with Hells Angels, grow-op, shootings and fire. It is unused at present. It has 320 acre and spans over the lower part of the KLO creek. We are renting parts of the property.
6. The commercial use takes place at an area with about 20 acres at the northern border next to the canyon and in addition with 2 zip lines over the canyon.
7. There are no neighbours in sight or within a hearable distance.
8. No permanent buildings are necessary on the property. The existing ones won't be used.
9. The traffic impact along the access way is about 10 cars per day Monday to Friday and 25 cars on Saturday and Sundays. Business months are from May to October.
10. We did an open house and information letter for all neighbours and the public to explain the project and hear possible concerns.
11. Relevant local officials have been met upfront before submitting this application.



Myra Canyon Ropes Course Kelowna

RDCO Application for Temporary Use Permit



Kathrin and Rolf von Andrian
4675 June Springs Road
Kelowna, B.C. V1W 4C8
T: +1 250 899 0238
rolf@andrian.name

CONTENT:

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PRELIMINARY NOTE

The following document contains under point 1 and 2 parts of the official business plan submitted to the Province of British Columbia in the process for business immigration with the Provincial Nominee Program. It got approved and signed in March 2012. Rolf von Andrian, the applicant, signed a so-called "Performance Agreement" with the Province of B.C. and agreed to create at least 3 full time jobs and to invest a certain amount of money within two years. If of any interest the full business plan can be provided at any time. Point 3 to 8 cover the requirements of the temporary use permit.

1. EXECUTIVE SUMMARY BUSINESS PLAN

PRODUCT, MARKET AND COMPETITION:

Myra Canyon Ropes Course (MCRC) is a start-up business and will render an additional activity venue to the tourism market in the Okanagan Valley. It provides an outdoor based activity site for families with children of all ages as well as for leisure and corporate groups. It will attract additional visitors to the Okanagan Valley. Ropes courses contain small platforms constructed at various levels in the trees. The platforms are connected by different types of bridges (that are to represent obstacles) and participants, using safety harnesses, maneuver from platform to platform. The parks operate with virtually no negative environmental impact and the trees (the most important assets) are well taken care of and protected.

Kelowna counts about 1.2 Mio visitors per year and roughly 1 Mio overnight stays. Tourism statistics show that the majority chooses Kelowna due to its climate and the many nature-based activities. Over two thirds (71%) of visitors to the Okanagan Valley were travelling for leisure and 60 % rate nature-based activities as primary interest. In total visitors to the area approximately spend \$346 million per annum in the region. BC studies of 2001 showed that on average nature-based businesses generated \$632 per client day.

Target market are individuals, families and visitor groups from packaged tour operators or companies. Our research showed a market demand for a nature-based activity which does not take too much time and is short distanced to the lake and the main lodging establishments. A ropes course is attractive as an alternative activity to golf, winery tours or water-based tourist offers.

MCRC offers a nature-based activity for customers of all ages at a prime location. In the first year it will start with a course with about 40 challenge elements running at medium and high level including 2-3 zip lines. Additionally it will offer a course with low elements for smaller children and more cautious customers thus being well-suited as entry level and to gain confidence. Next to this recreational part of the course we will offer an educational program to groups and companies/departments. Here the focus lays on team building and personal development. These groups will be supervised/attended/coached by dedicated trainers who will lead them through a set of special challenges with a high level of group interaction.

MCRC competes with the many activities in the valley like golf, biking, water-based etc. and first and foremost with two zip lines and another ropes course. Pure zip lines are more an allure to the thrill-seeking customer and offered at steep. Their prices are on a much higher level. This is an excluding factor for many visitors. We see our advantage in the fact that literally everyone is able to take part in a ropes course with zip lines as add-ons as it offers all possible challenge levels. The location both, close to the city/lake and to the Myra Canyon/Kettel Valley Railway Trail makes it attractive for visitors to combine it with other activities. From interviews with regional officials we learned that a ropes course would perfectly fit into Kelowna's tourism portfolio not only for private users and families but also for companies and groups. The nearest comparable ropes course opened in July 2012 at Hwy. 33 on the way to the Big White Ski Arena. They follow a different concept, though.

LOCATION AND PROJECT EXPENDITURES:

A location should be within a 30 minutes' drive to the lake and situated in a forest with a view over the valley. The necessary size of the land is 6-10 acre with healthy trees. We have been in discussions with the municipality of Kelowna and the Regional District of Central Okanagan (RDCO) about locations along the so called "South Slope", a region Southeast of Kelowna. From the planner table of the city of Kelowna and also from the manager of district planning we got the signal that the concept is well received. The location at 4429 June Springs Rd. fulfills all requirements.

A Canadian ropes course/zip line constructor did the pre-planning and developed a quotation for constructing and building of the course. He has planned and build nearby zip lines and is familiar with the local requirements. Except the land this is the main expenditure and contains the many challenge elements and the two zip lines which get build into the forest.

OWNERSHIP, ROLES AND NEW JOBS:

The owner of MCRC will be Kathrin von Andrian, a sports teacher and trainer, and Rolf von Andrian, a lawyer and IT professional with lifelong outdoor sports background. For more than twenty years Kathrin has been working as a sports trainer and PE teacher at various schools and for associations and companies. Her profound and vast professional experience is one of the main assets for this business. Kathrin has given countless seminars and courses in many indoor/outdoor sports. For many years Rolf had been working for consulting companies such as the Boston Consulting Group and KPMG. In addition to his consulting job he worked as skiing instructor and mountain guide in the Alps in Europe. Rolf brings his consulting and economic experience into the business. Working as the managing team both owners can most perfectly combine their experience and skills in order to cover the different challenges of the business.

The legal structure will be a corporation with an allocation of 50% shares per owner. We both will actively work and manage the business. Rolf will have joint managing responsibility for daily operations and Rolf will take care for all legal, human resources, accounting and back office tasks and the inspection and maintenance of the course. A yet to be hired assistant manager will be key staff for daily operations and group trainings. MCRC will create at least five new jobs for outdoor/ropes course guides and trainers with educational background for team-building and personal development. The number of employees will increase in the following years.

SOURCES AND FINANCING:

A ropes course is a seasonal business from May to October depending on the weather. Both the owners will invest private funds of \$300,000 (Rolf: \$250,000, Kathrin: \$50,000) in the construction and another \$100,000 as cash flow capital for the first year.

BUSINESS OPPORTUNITY SOURCE:

Ropes courses have gained high popularity in Europe within the last years. In the vicinity of main tourist spots and bigger cities there are opening new ropes courses every year. Friends of ours are developing and constructing ropes courses and from them we learned about the industry and the market. We have met local officials to present our plans and got very positive feedback.

REFERENCES:

"I was pleased to meet with Kathrin and Rolf von Andrian recently in my office regarding their vision of a business venture they would like to bring to the Okanagan in British Columbia. They were very articulate, had researched the

project, and were very enthused about relocating to a new country. The high rope/ challenge park is apparently a very accepted concept in Europe and would certainly be a unique and exciting addition to our community. I understand that they are already pursuing a site and are doing their due diligence in what will be required to implement their plan. I wish them well and look forward to a positive outcome in their pursuit of this new business to our region."

Sharon Shepherd, Mayor of Kelowna 2011

"The Kelowna destination brand revolves around healthy outdoor experiences and an attraction of this magnitude and quality would be a tremendous addition to our current tourism assets."

Nancy Cameron, CEO, Tourism Kelowna

"The high rope course/challenge park proposed by Kathrin and Rolf von Andrian will fit nicely into the business community of the Okanagan. This region is recognized as a year-round playground; and, this type of initiative fits well into this environment."

Weldon LeBlanc, CEO, Chamber of Commerce Kelowna 2011

2. RELEVANT EXCERPTS FROM THE BUSINESS PLAN WITH BACKGROUND DETAILS

2.1. THE TEAM

MANAGEMENT TEAM PROFILE & OWNERSHIP STRUCTURE

Myra Canyon Ropes Course is a start-up business being incorporated in Kelowna, BC, Canada, with the business name Androka Hospitality & Activities Ltd.

1. Kathrin von Andrian, Owner/Operator, 50 % shareholder.

Job Description: Responsible for ensuring that the business earns a profit and generates sufficient cash flow. Oversee all aspects of the business. Runs daily operation and organization. Kathrin is the primary contact for customers.

Qualifications: Diploma of Technical University of Munich, Germany as a sports trainer and teacher. 20 years of experience in teaching PE and as trainer of various kinds of sports with dedicated trainer qualifications.

2. Rolf von Andrian, Owner/Operator, 50% shareholder.

Job Description: Responsible for set-up and maintenance of the ropes course in all aspects. Takes care of legal, tax and accounting matters. Runs back office, general organization and recruiting/human resources. Runs daily operation.

Qualifications: Law degree of Ludwig-Maximilian University Munich, Bar exam. 15 years of practice as consultant in the IT business, law practice and forensics. Former employers are The Boston Consulting Group and KPMG. Outdoor and sports background as a skiing instructor and outdoor enthusiast. Kathrin and Rolf are the parents of four children, aged 13, 15, 18 and 20.

HUMAN RESOURCES REQUIREMENT

For the daily operation of the business there will be need of a constant presence of 3–5 people. Rolf von Andrian will manage the business and will be primarily present during the business hours. In addition to Kathrin von Andrian we will need three FTE on a permanent basis supporting Rolf von Andrian. This does not cover peak times at the weekends or during high season weeks in July/August, when we will need more staff on a freelance basis.

A ropes course is a seasonal business and annual working hours are calculated with a 10 hours working day per FTE in 26 weeks from May to October. At the beginning and at the end of season the course will be closed for one or two days each week. Depending on the weather some additional weekends in spring and late autumn will be offered. Considering the factors mentioned above the total amount of working hours per FTE ranges between 1800 – 2000 per year with a season break in winter time.

2.2. BUSINESS ENVIRONMENT AND PRODUCTS/SERVICES

BUSINESS SUMMARY & HISTORY

Myra Canyon Ropes Course will render an additional activity venue to the tourist attractions of the Okanagan Valley. It provides an outdoor based activity for families with children of all ages as well as for tourist and company groups. We brought the idea with us from the German tourism market, where this kind of business is strongly evolving in the vicinity of cities and tourist destinations. It offers fun, sport and educational experience with a “green” touch, which fits well in Kelowna’s tourism portfolio.

Our target region is called "South Slope" and is located along Kelowna's city border at the East side close the Myra-Bellevue Provincial Park. From the planner table of the city of Kelowna and also from the manager of district planning we got the signal that the concept is well received and supported. The ideal location is along the access roads to the Myra Bellevue Provincial Park. A Canadian ropes course/zip line constructor from Kelowna did pre-planning and a quotations for construction as well as erection of the course. An insurance broker already made us an offer for coverage.

PRODUCTS IN THE INDUSTRY

A ropes course or challenge course is a series of individual and group challenges, posing physical, social and emotional challenges that require a combination of teamwork, skills and individual commitment. Challenge courses are constructed outdoors using trees or utility poles and ropes, cables and wood. High elements require a person to climb higher than can be safely spotted from the ground and demand a belay system to protect the participant. Low elements are partly non-belayed activities below shoulder height, which focus on a set goal within a supportive group environment. Low elements can be removable. Initiative tasks challenge the group to make use of all its resources in order to solve a problem given (or set). Initiatives can use permanent or portable equipment either indoors or outdoors. Challenge courses are installed in wide variety of places – schools, camps, park districts, and outdoor education and corporate training centers. A ropes course exclusively in a forest is also known as aerial forest park and it has become a very popular experience for outdoor enthusiasts of all ages in Europe and the US.

Ropes courses are to be distinguished from so-called zip lines or canopy tours. Zipline/Canopy tours were originally an outgrowth of techniques developed by biologists seeking to study the ecosystems of the Tropical Rainforest. Observation posts and transportation routes through the canopy were established by several means, including Tyrolean traverses and zip lines, rope ascension devices, towers and cranes, suspension bridges, etc. zip line/Canopy tours now operate primarily as vehicles for recreation and amusement: the thrill of the ride is the principal attraction. Such courses typically feature an interconnected series of traverses and crossings over a route that runs above a sloping forest floor, valley, ravine, or canyon.

Ropes courses are either recreational or educational/developmental. For the most part a recreational facility is designed for a very high throughput of people with an emphasis placed on reducing the need for supervisory staff. Although a recreational ropes course can sometimes be used for developmental purposes, the reverse is less true because restricted throughput generally

makes recreational use commercially unviable. All together, a higher fee is charged for those on a developmental programme so a higher level of supervision and slower throughput is more acceptable. Recreational applications rely on a high volume of participation and will offer developmental programmes as separate and additional product.

TOURIST INDUSTRY OF CENTRAL OKANAGAN

Statistics Canada estimates that there was a total of 1.2 million non-local residential visitors to the Kelowna area in 2004, 1 million (83%) of which staying there overnight with the rest being day visitors. Each visitor to the Kelowna area spent an average of \$425 during his/her stay on accommodation, retail, food and beverage, attractions, and other expenditures. In total, it was estimated that visitors to the area spend approximately \$346 million per annum. The tourist sector in the Central Okanagan exhibits significant seasonality. Roughly two thirds of revenue is earned during the seasons of spring, summer and fall. July and August are the key revenue months.

OUR PRODUCT/SERVICES

MCRC offers a nature-based activity for customers of all ages at a prime location. In the first year it will start with a course with about 40 challenge elements which are integrated as best as possible into the trees and running at medium and high level. In addition to that the course will offer low elements for smaller children and cautious customers in order to encourage them to build up more self-confidence. Climbing the course will give our customers the feeling of being part of the surrounding forest and offer an unforgettable top-view down into the valley. The focus lays on a nature-based activity for the complete family and also for groups with different skill levels. The rating of the course ranges from very easy up to really hard, so undoubtedly everyone is capable of climbing on his/her level. Timeframe for a standard customer climbing the course is about 2-3 hours, which makes it a good half-a-day excursion. In the second year of operations we will raise the amount of elements in an extended course.

Part of the ropes course will be 2-3 zip lines spanning over the KLO canyon. We see these zip lines as an extension of the course and not as dedicated zip line activity as our competitors offer. Therefore the zip lines will be integrated in the ropes course.

In addition to this recreational part of the course we will offer an educational product for groups and companies/departments. Here the focus lays on team-building and personal development. This product needs a dedicated guide or trainer with a high professional level of education and experience. This track is

specially set up for this type of clientele and separated from the recreational part the other visitors enjoy to use.

Driving distance from downtown Kelowna is about 20 min. The location nearby the Kettle Valley Railway Trail as one of Kelowna's tourist attractions makes it easy to combine a ropes course visit with other activities.

SECURITY

MCRC will be equipped with a so-called "permanent belay system" of a French industrial systems provider for security. This system uses a set of two carabiners running on a safety wire. It is absolutely impossible to unhook both carabiners at the same time. At least one safety hook is always firmly anchored. This system ensures a maximum security even for small children. We invest in this expensive technology to guarantee the maximum security. The overall security standards will be at the highest available level and will be certified by acknowledged standards by the Association for Challenge Course Technology (ACCT) and/or the European counterpart European Ropes Course Association (ERCA). Both organizations have developed accredited standards and guidelines for the installation, inspection and operation of ropes courses. Insurance companies offer coverage only for certified courses.

COMPETITORS

The nearest ropes course with a similar concept is located at Hwy. 33 about 30 minutes from downtown Kelowna and opened in July 2012. They are located at a RV park with a restaurant and a bar and seem to follow more the concept of an entertainment park. Their construction uses many poles and focuses on the recreational and fun element like a huge "King-Swing".

In contrast to that MCRC will focus on the experience of the forest and the quietness of the location. We want our clients to have the feeling of being part of nature and absorb nature from the perspective of a squirrel, so to speak. Our main client group are groups with team trainings and personal development.

In the Okanagan valley, within 30 minutes from Kelowna, there are two zip lines that started their operation in 2011. Zip lines like bungee jumping offer much "adrenaline-adventure" for thrill-seekers. Prices are about 2-3 times higher (\$80-\$100) than the ones for ropes courses (\$30-\$40). There is usually either an age limit or underage customers are only permitted with a guarding coach by their side. High prices and the requirement to be quite courageous are little attractive to larger families and groups or people with special needs because it is nothing that can be done easily by everyone. For that reason we concentrate the concept of the ropes course with a zip line extension in that niche: A nature-based adventure for everyone.

Considered to be competitors could count the numerous small ropes courses in youth camps and similar locations. They offer a very small set of elements and are rarely built in trees. Adults usually don't visit these camps as they are for students and the primary focus is on team-building and education. This is why they are no immediate competitors. In the vicinity of Kelowna only one camp offers that kind of a ropes course with a few elements and built with poles. It is part of a scout and youth camping site and not accessible to the public.

2.3. MARKETING AND SALES

CUSTOMER GROUPS IN THE MARKET

Divided in segments there are the following customer groups as targets for MCRC:

1. Individuals, families with children of all ages and small travel groups wishing to enjoy a nearby nature-based activity, which can be done together and everybody finds his level of challenge.
2. Students, seniors or package tourists etc. who mostly travel in groups and seek a one-fits-all activity close to the touristic hot spots at the lake.
3. Company/institutions incentives and convention participant groups. These groups are also a target market for team-building and personal development services.
4. Casual visitors, partly as drop-by customer to the nearby Kettle Valley Railway Trail.

SERVICES/PRODUCTS

The following services and products will be part of our opening season:

1. Recreational: Medium and high courses with 40 – 50 challenge elements. They will have different combinations and alternative routes.
2. Recreational: A low course for small children and people with special needs.
3. Educational: Special team-building elements in small distance to the main courses.
4. Recreational and educational: Packaged services
5. Merchandising products: T-shirts with logo etc.

SALES PLAN

Primary sales channel is the awareness level in the regional tourism market. This will be established through participating in the local and regional tourism platforms. Although the location is near the Myra-Bellevue Provincial Park and on the way to the Kettle Valley Railway Trail official parking space there are not many visitors driving along because the primary access to the trail comes via another road. MCRC makes this access more attractive with a combined excursion possibility.

DIRECT SALES

MCRC will be open for everyone dropping in without prior booking over the season from May to the end of October. The members of the visitor information center will have all necessary information to send interested visitors to the MCRC. Local hotels and convention centers will also act as promoters and will be equipped with information material. A preliminary website is already online: <http://www.ropescourse.ca>.

INDIRECT SALES

Group bookings and distribution will be done in cooperation with travel traders, meeting planners and the local Tourism Kelowna office. Organized groups and conventions can choose from a vast variety of activities, with golf and water-based ones being the most popular. When planning for groups often one or the other does not play golf, which leads to the demand for additional activities nearby. We learned from Nancy Cameron, CEO of Tourism Kelowna, that a ropes course visit will be a very good supplement to these activities and can be offered also in spring and autumn, when water based activities have lost their attraction due to the change in weather. These group bookings will be served with an indirect sales channel using the visitor information center and meeting planners as distributors.

Indirect sales will be also established as environment for external trainers and companies HR development center, where the training should remain internally in the hands of a certain trainer. In these cases MCRC will act as training environment with all infrastructure components.

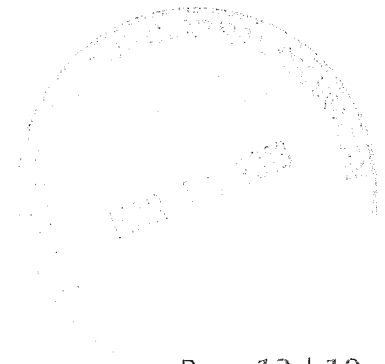
ADVERTISING AND PROMOTION PLAN

MCRC will be promoted with print advertising, extending the existing internet presence, usage of the regional tourist offices (website listing, Flyer etc.) and word of mouth. The aimed location close to the Myra Canyon Trestles and the closed by tourist destination will act as brand. Key promotional factors are:

- Team-Building and personal development, focus on companies
- Nature-based activity; "feel" the forest
- 100 % security
- A challenge for everyone on her/his level
- Close to the Okanagan lake and Myra Canyon
- A two hours excursion for the complete family
- Can be combined with horseback riding/biking etc.
- Perfectly suited to groups
- A view to the forest from a totally different view

RESEARCH

We did thorough market research on site and also with help of advisors, friends and relatives in the valley. We got direct feedback on our business plans in meetings with Sharon Shepherd – Mayor of Kelowna, Robert Hobson – Regional District Board Chairman, Nancy Cameron – President and CEO of Tourism Kelowna, Weldon LeBlanc – CEO Chamber of Commerce Kelowna until April 2011 and John Perrot – Business Development Officer of the District of West Kelowna. We established contact and clearance of many relevant questions with officials of the city of Kelowna and the District. The Central Okanagan Economic Development Commission provided advice and statistic material about the tourism industry in the region.



3. SPECIFIC LOCATION OF THE PROPOSED ACTIVITIES

The property we are applying for a commercial usage permit is located at June Springs Road at one of the access ways to the KVR. It has a local level of publicity due to the fact that the previous tenants have been a subdivision of the Hells Angels. The news from the last years are full with weird stories about that property. The owner contacted us after a park usage permit application and an article in a local newspaper about us. The park application got denied to our surprise after long pre-discussions and encouragement from the park administration to move forward with it. We live nearby at the end of June Springs Rd. We are planning to rent a part of the property on a long term basis.

The property enfolds over the the KLO creek, which crosses it in the middle. The eastern part can be accessed only via rough roads and is hardly accessible with standard cars. The western part has access via an access road from June Springs Road (see attached maps for details). The “famous” part of the property will not be used.

We are using only a small portion of the property at the north boundary near to the canyon. The location will not use the sensitive area along the canyon. The existing buildings and infrastructure will not be used because it is too far away for our guests. No permanent building is planned at the course location itself.

There are no direct neighbours in the vicinity of the planned location. The only direct neighbour adjacent to the property is at the south west corner, but without sight contact and to far away to hear anything. On the west side of the canyon there are no neighbours at all. This side of the canyon is used for one zip line platform.

We plan to open the property for the strong horse riding community along June Springs Rd and we got very good feedback from the neighbours that something “normal” will take place at that property.

4. FREQUENCY AND SEASONAL TIMING OF THE PROPOSED ACTIVITY

CAPACITY INDICATORS AND SEASON

Standard season for MCRC will be from May to end of October. Weather statistics for these months show not more than 15 rainy days with more than



5 mm per day. This enables an almost permanent opening time during the season. The daily opening time will be from 10:00 am to 8:00 pm with last entry at 5:30 pm.

Picturing a realistic scenario for our first year we see the basic amount of 5400 customers per season plus a volume of 600 from group bookings. The 5400 is based on the following calculation: Beginning in May and ending in October we count 26 weeks. Per week we expect an average minimum of 20 customers per weekday and 50 per day on Saturdays and Sundays, which sums up to 200 customers per week and up to 5400 for the complete season. From schools, companies and institutions etc. we see at least 30 bookings with 20 people over the season, which sums up to 600.

As a thumb rule for ropes courses a single challenge element can be accessed by two climbers at the same time. The little platforms in the trees can bear the space for three climbers at the same time. As a consequence the maximum capacity for a ropes course with 50–60 elements is 100 – 150 people at the same time.

5. LOCATION AND SIZE OF PROPOSED FACILITIES/STRUCTURES

1. Parking lot and welcome centre:

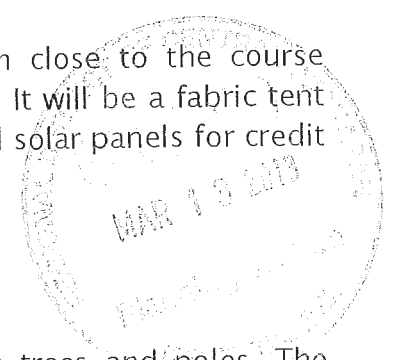
a) A banner or flag shall show the entrance at June Springs Rd. The parking lot will be located in an area close to the course – see attached maps for details.

b) Welcome centre: In an area with about 100 sqm close to the course location we plan a shed as front desk with 10'x20' ft. It will be a fabric tent or a gipsy wagon. No electricity is needed except small solar panels for credit card readers etc.

c) 4 portable toilets

2. Recreational area:

a) Installation of ca. 40 challenge elements between trees and poles. The trees or poles will be used as fix points for small wooden platforms with about 5'x5' ft and for the connecting steel cables which hold the various challenge elements. The fixation of the platforms and cables will be done according to the ACCT standards in a way without disturbing the trees health and can be removed without leaving any traces.



Installation of 2–3 zip lines. Two of the zip lines will span over the canyon, one leads along the canyon (see attached maps). The landing platforms are in safe distance to the sensitive area along the canyon. Depending on the quality of the ground all platforms have to be constructed with ground anchors and/or concrete footings.

b) On the clearing in front of the location will be a 20'x30' ft wooden platform to put on the safety harnesses.

To prevent unauthorised access all course starting points will be locked with flat panels around the tree trunks. Trash cans and fire extinguisher all 50 meters. Ground clearing of larger logs of dead trees and brush.

3. Educational area:

a) Installation of ca. 3 challenge elements between trees/poles in the same way as described above.

b) Construction of ca. 3 elements on poles for special team-building tasks. This is for instance a single pole where one individual stands on it and jumps down while all other team members do the belaying.

Trash cans and fire extinguisher are placed all 10 meters. Ground clearing of larger logs of dead trees and brush.

6. ACCESS ROUTE TO THE SITE / TRAFFIC

To access the area there is only one possible road: June Springs Rd as one of the access routes to the KVR. Our pre-discussions with the Ministry of Transportation and Infrastructure and the planners table of the city of Kelowna showed no concerns for the proposed usage.

The last 160 meters from June Springs Rd. to the entrance of the property is a road on crown land on a lease basis. The owner of the property did not prolong the contract in 2012. We will take care about the prolongation of the contract.

Based on our expected clients per day figures there would be ca. 10–15 cars (20 clients) more on weekdays and 25–35 (50 clients) more on weekends. Small busses can reach the area.

We did an open house in fall 2012 and invited all neighbours for information, especially about the increased traffic along June Springs

7. PRE MEETINGS WITH OFFICIALS/STAKE HOLDERS

After the initial meeting with RDCO we had meetings already with:

Lynda Lochhead, Ministry of Transportation and Infrastructure

Bryn Lord, Interior Health Authority

Birte Decloux, City of Kelowna Planning Department

Toby Pike, South East Kelowna Irrigation District

Margaret Bakelaar, RDCO Environmental / Land Use Planner

Patty Hanson, Central Okanagan East Electoral Area Director

From their side we heard no concerns about the proposed use. An environmental impact assessment has to be done.

8. LIST OF EXPERIENCES QUALIFICATIONS AND SPECIAL TRAINING OF ALL STAFF INVOLVED; SECURITY

From clients' side no qualification or certification is required. From operators' side there are requirements on the part of the ACCT/ECRA for both the ropes course constructor and the operator.

ROPES COURSE CONSTRUCTOR

With our support and guidance the course itself will be built by professional builders. We have two quotations, one from a Canadian and one from a German constructor. The Canadian company is the leading provider in the country and has a profound experience in planning and constructing large projects. They are Professional Vendor Member of ACCT and work on the North American construction standards. The German provider is one of the market leaders for our kind of ropes course with challenge elements in trees. They are members of ERCA, the European equivalent to ACCT and work according to their construction and security standards. The German provider is more creative at better prices, the Canadian is closer with more experience with the local market conditions. Price proposals for 40 elements + small zip lines range from

\$220,000 to \$250,000. We prefer to go with the Canadian vendor as the local one from Kelowna.

INSURANCE

From a Canadian Insurance Broker we got clearance for insurance coverage for construction and operation of a ropes course with both standards, ACCT and ERCA. The quotation for a coverage is attached.

CERTIFICATION AND COURSE SECURITY

Both owners register and fulfill the necessary courses and certifications of the ACCT. We will take part in a series of training which is necessary to fulfill the ACCT standard for operating a course. Staff training and certification for our own course in Canada will be done during the building phase and thereafter in regular intervals. Once certified both owners are in the position to give trainings. These trainings will take place on a regular basis and are mandatory for all employees. In addition the core security elements like harnesses, challenge elements and belay systems have to be controlled and partly or completely replaced according to their actual condition. The course itself including the trees needs constant controlling with the help of an arborist.

OPERATING KEY FACTORS

- The permanent presence of well trained MCRC-employees in the course as constant watching and surveying guides. It is important for customers to get prompt support and instructions if they are struggling with a challenge element. It is equally important to the customer to always be ready to stop and get safely rappelled at any time. Team-Building and personal development groups are even more dependent on a high professional and motivated trainer personality.
- Maximum security. Our customers get a course-briefing and short training session with the permanent belay system. Once hooked onto one of the main courses there is practically no chance to unhook both carabiners at the same time.
- Constant development and adaption of the course to our customers demands.
- To make it attractive for returning customers we will extend the course in every season with variations and new course elements.

FIRE AND FOREST HEALTH

Core element in a ropes course is the forest and its health. Trees are our main construction elements and will be constantly checked by an arborist. In addition

the surrounding ground is subject of the highest attention to ensure the health of the trees. Any compacting of the ground disturbs the eco-system of a tree. To avoid that we will block the direct access to the lower parts of the trees partly with rope-barriers. In BC the pine beetle is a constant threat and expected to increase until 2016. In our lot only a small portion of the trees are pines and we will avoid the usage of pines as construction base.

Concerning fire and fire prevention there is a constant risk with that many people in a forest. To eliminate the risk of fire we will cover the ground with bark mulch. In addition fire extinguishers will be placed everywhere within reachable distance. A strict no-smoking policy will be pursued.



Regional Board Report

TO: Regional Board

FROM: Ron Fralick
Manager of Planning

DATE: April 5, 2016

SUBJECT: Temporary Use Permit (Application TUP-13-03)
Owner: R. Schoenherr Agent: R. von Andrian
The South 1/2 of Section 36, Township 29, ODYD - 4429 June Springs Road

Purpose: To consider renewal of Temporary Use Permit TUP-13-03 for a period of three years.

Executive Summary:

The owner and agent received Board approval for TUP-13-03 for a three-year term on April 22, 2013. A renewal of the TUP is requested to accommodate the continued operation of the business on a portion of the subject property. Should the business wish to continue to operate on the parcel upon expiry of the renewed TUP, staff recommends a permanent remedy be accomplished via submission and approval of an OCP amendment and rezoning application.

RECOMMENDATION:

THAT the Temporary Use Permit (Application TUP-13-03 – authorized April 22, 2013) for R. Schoenherr c/o R. von Andrian to permit an outdoor recreational ropes course/zip line business on a portion of the South 1/2 of Section 36, Township 29, ODYD - 4429 June Springs Road be renewed for an additional three years with the following conditions:

- The sublease with RDCO Parks Services for the KLO Creek Trail to remain in effect;
- Approval of a Development Permit is required prior to any further land alteration or disturbance;
- Obtain annual Business Licenses and Building Permits as required; and
- Confirmation from the Ministry of Transportation and Infrastructure that the commercial access permit (File Number: 2016-01289) has been approved.

Respectfully Submitted:



R. Fralick, MCIP, RPP
Manager of Planning



C. Radford
Director of Community

Prepared by: Janelle Taylor, Planner 1

Approved for Board's Consideration



Brian Reardon, CAO

Implications of Recommendation:**Strategic Plan:**

Approval of the permit renewal meets the 2015-2018 Strategic Priorities Plan, Strategic Priority #3: Nurture Responsible Growth and Development.

Policy:

Approval of the permit renewal complies with:

- Regional Growth Strategy Bylaw No. 1336, Policy No. 3.2.2.11 Promote land development patterns that support a diverse regional economy.
- South Slopes OCP Bylaw No. 1304 policies.

Legal/Statutory Authority:

In accordance with LGA Section 497, a TUP may be issued for up to three years with the option of one renewal for an additional three years.

Background:**History:**

The Temporary Use Permit (TUP-13-03) to allow an outdoor recreational ropes course/zip line business (Myra Canyon Adventure Park) on a portion of the subject property for three-years was conditionally approved by the Regional Board on April 22, 2013. A copy of the April 15, 2013, staff report and Board resolution is appended.

The application's intent in 2013 was to obtain approval of the TUP and establish the business while continuing negotiations with the property owner for a long-term lease and/or purchase of the property. Unfortunately, during the summer of 2014 the Myra Canyon Adventure Park was unable to open on time for its first season as vandals damaged trees which were a key part of the adventure course. Subsequent to the vandalism, the damage was rectified and the business has been in operation.

At this time, the applicant is requesting a one-time renewal of the TUP for a period of three years to allow the continued operation of the Myra Canyon Adventure Park on a portion of the subject property. To pursue a permanent permitted-land-use remedy, the applicant intends to commence the RDCO Official Community Plan / zoning amendment process after this coming business season, during winter 2017.

South Slopes Official Community Plan Bylaw No. 1304:

Policies applicable to the proposal include:

- Support tourism and related businesses in South Slopes that complement the existing parks and their permitted low-impact (non-motorized uses).
- Support the Strategic Plan of the Economic Development Commission and its three key objectives of business retention, business attraction, and business facilitation.
- Provide for an overall connectivity of natural open space and parkland between the RDCO, City of Kelowna and Crown lands in the South Slopes area.

Agency Comments & Status of Temporary Use Permit Conditions:

In addition to the agency referral responses received in 2013, Planning staff directly contacted the agencies noted in the conditional approval of TUP-13-03 and inquired whether the agencies

- are of the opinion that their conditions, as outlined in the attached permit, have been met;
- have any additional conditions, given that three years has passed since the original Permit; and
- have any concerns regarding renewing TUP-13-03 for three more years.

Subsequent to this contact, none of the agencies voiced concerns nor did they provide additional conditions for the renewal. The following is an overview of the original conditions and their statuses:

Condition	Status
<ul style="list-style-type: none"> Registration of a Statutory Right-of-Way for trail access 	Parks Services obtained a Sublease Agreement for the KLO Creek Trail covering a 4 year term (June 12, 2014 to February 28, 2018). Parks Services is in favour of renewing TUP-13-03.
<ul style="list-style-type: none"> Approval of a Development Permit is required prior to any land alteration or disturbance 	Development Permit (DP-13-10) was conditionally approved.
<ul style="list-style-type: none"> Applicant to obtain a Business license and Building Permits must be applied for and obtained from the RDCO for all proposed buildings and structures 	Since 2013, Myra Canyon Adventure Park has obtained its annual Business Licence. Building Permits have been obtained where required.
<ul style="list-style-type: none"> Confirmation from the Province that the Crown land access has been addressed (File: 3409943) 	RDCO File: CL-14-05. Permanent remedy via easement CA4652729 registered to provide formal access via Crown land.
<ul style="list-style-type: none"> Confirmation that all issues of the Ministry of Transportation and Infrastructure have been addressed including issuance of an access permit 	Commercial Access has been applied for (MOTI File No. 2016-01289).

External Implications:

Further to approval of TUP-13-03, no opposition to the subject outdoor recreational ropes course/zipline business has been received by Planning staff from any affected agencies. In accordance with the Local Government Act (Section 497), no formal public notification is required for renewal of a TUP.

Conclusion:

The applicant has complied with all conditions of the TUP and is planning to commence the RDCO process to pursue a permanent permitted-land-use solution in early 2017. Planning staff has no concerns regarding renewing TUP-13-03 for an additional three years.

In the event that the TUP renewal is denied by the Regional Board, the outdoor recreational ropes course/zipline business uses on the subject property shall cease upon the expiry of the TUP (April 22, 2016).

Alternative Recommendation:

THAT the Temporary Use Permit (Application TUP-13-03) to allow an outdoor recreational ropes course/zip line business not be renewed.

Considerations not applicable to this report:

- Financial Considerations*
- Organizational Issues*

Attachment(s): Resolution #78/13
April 15, 2013, staff report and attachments

Regional Board Report

TO: Regional Board

FROM: Parks Services

DATE: April 11, 2019

SUBJECT: Proposed RDCO/Clubhouse Child Care Centre Memorandum of Understanding and Lease Agreement – Woodhaven Nature Conservancy Regional Park

Voting Entitlement: *All Directors – Weighted Corporate Vote – Simple Majority – LGA 210.2*

Purpose: To request approval from the Regional Board to enter into a 3 year Memorandum of Understanding (MoU) and Lease Agreement (Lease) with the Clubhouse Child Care Centre (Clubhouse).

Executive Summary:

Parks Services received a proposal in 2017 from the non-profit Clubhouse Child Care Centre to pilot an outdoor preschool. In June 2018 the Regional Board gave approval for staff to explore a pilot partnership agreement between the Regional District of Central Okanagan (RDCO) and the Clubhouse for a 3-year term. The proponents seek to license an outdoor classroom space, named The Treehouse Forest Preschool, and operate Monday through Friday, from 9:00 a.m. to 3:00 p.m. They are committed to the administration, programming, and hiring of preschool staff. It is anticipated that the Treehouse Forest Preschool will exceed early childhood development goals and provide learning through outdoor play and exploration.

RECOMMENDATION:

THAT the Regional Board approve the Memorandum of Understanding and Lease Agreement with Clubhouse Child Care Centre and authorize its signing officers to enter into these agreements for the delivery of an outdoor nature preschool over a portion of Woodhaven Nature Conservancy Regional Park located at 4711 Raymer Road as identified on Schedule 'A' of the Lease Agreement.

Respectfully Submitted:



Murray Kopp
Director-Parks Services

Approved for Board's Consideration



Brian Reardon, CAO

Prepared by: Nicole Kittmer (Park Interpreter)
Isabella Hodson (Supervisor of Community Relations and Visitor Services)

Implications of Recommendation:

- Strategic Plan:** The partnership with the Clubhouse is consistent with the Regional District's Strategic Priorities of protecting and promoting our environment and lifestyle, retaining and improving quality of life, ensuring asset service and financial sustainability through the regular use of an underused asset, and championing of communications and engagement.
- General:** Provides an effective and efficient for providing increased opportunities for nature-based education in Regional Parks. Safety and security of the lands and infrastructure of Woodhaven Nature Conservancy Regional Park will be greatly enhanced through the Clubhouse's presence and operation on the leased portion of the lands. The program is also visionary and responsive to community interest in outdoor play and demand for education opportunities.
- Organizational:** The partnership with the Clubhouse is consistent with the Parks Services' Strategic Objectives of interpreting the environment, supporting self-directed Visitor Services experiences, natural history exploration, leisure skill development, and volunteerism, promoting park use, and enhancing park amenities.
- Financial:** There will be minor financial and personnel costs in terms of maintenance of land, seasonal parking lot maintenance, and staff time to assist with the partnership. It is anticipated the Regional District will see minor financial savings as a result of the Clubhouse being responsible for minor maintenance, property security/presence, lease hold improvements, and utilities.
- Policy:** In respect of lease holder privacy and rights the lease agreement waives portions of the Regional Parks Regulatory Bylaw #1105 that may infringe upon those lease holder rights.
-

Background:

In 2017, the Regional Board adopted the Woodhaven Nature Conservancy Regional Park Management Plan after a yearlong public and stakeholder consultation process. Also in 2017, Parks Services received a proposal from the Clubhouse to pilot an outdoor, nature-based preschool in a regional park setting. As the Woodhaven Management Plan identifies the Raymer cabin in Woodhaven as a candidate for community program use and the Raymer cabin is also surrounded by a park setting ideal for a nature preschool, Parks staff identified Woodhaven Nature Conservancy Regional Park (Woodhaven) as a preferred location for this project.

On June 14th, 2018 the Regional Board supported "in principle" a pilot partnership program with the non-profit Clubhouse to implement a "Treehouse Forest Preschool" for a 3-year term at Woodhaven Nature Conservancy Regional Park:

THAT the Regional Board support in principle a pilot partnership program with the nonprofit Clubhouse Child Care Center to implement a "Treehouse Forest Preschool" for a 3-year term at Woodhaven Nature Conservancy Regional Park;

AND FURTHER THAT staff be directed to create a Memorandum of Understanding and lease agreement between the Regional Board and the Clubhouse.

(RDCO Board Resolution #108/18)

A steering committee with representatives from Regional Parks, the Clubhouse, Interior Health (licensing), Okanagan College, UBCO (teacher preparation), School District #23 (SD 23) and several Early Childhood Educators have since provided insight from their respective areas of expertise to support and guide this unique community program. With the help of this committee, the Clubhouse developed a detailed set of policies and procedures to pilot the Treehouse Forest Preschool, British Columbia's first licensed Forest Preschool program.

This nature-based early learning program is designed to provide safe, affordable, and reliable pre-kindergarten curriculum in an optimum learning environment using inquiry-based, emergent, and experiential learning opportunities. The RDCO will receive in-kind benefit from the Treehouse Forest Preschool such as daily maintenance and upkeep of the outdoor classroom space, basic flora and fauna inventories, citizen science project data, and other services deemed appropriate by RDCO staff and Clubhouse representatives. Examples of Treehouse Forest Preschool curriculum include: constructing temporary shelters, ephemeral woodland art, and other nature trail activities. Weather such as light to moderate rain, snow, and moderate cold are viewed as components of an outdoor classroom. During classroom time at the Treehouse Forest Preschool, the Raymer cabin will only be used for periods when shelter is urgently needed and when bathrooms are required. Regardless, having a licensed childcare facility is essential for insurance eligibility and is critical to opening up child care spaces for the most vulnerable children and families in our community. Caregivers then have access to child care subsidies to support their children to attend the program.

The Clubhouse proposes that up to two 2.5-hour programs be held in the nature classroom Monday to Friday on school days, between 9:00 a.m. and 3:00 p.m. In addition to the children registered in the Treehouse Forest Preschool, other preschool, daycare and kindergarten groups can book the outdoor classroom for sessions guided by trained program educators. The Clubhouse proposes the Treehouse Forest Preschool program be led by two certified Early Childhood Educators (ECEs), one certified Early Childhood Assistant (ECA), and one bus driver, providing a ratio of 1 adult to 5 children. Note this is a lower ratio than the 8 children: 1 adult required by Interior Health and offers increased staff numbers to accommodate the needs of an outdoor classroom environment. The other preschool, daycare and kindergarten groups who book the outdoor classroom space provide their own ECEs; however, the Clubhouse will dedicate one Treehouse Forest Preschool ECE to the outdoor classroom at all times. Treehouse ECEs will also undertake daily custodial duties of the building and play spaces.

Parks staff brought forward this conceptual project to the Okanagan Mission Resident's Association in November 2018. The proposal was well received by the members of the community in attendance. Further, Parks staff hosted an open house at Woodhaven in March 2019; approximately 60 people attended. In addition to these in-person sessions, a total of seven submissions were received online and by telephone, at least two of which identified themselves as neighbours of the park. All of the discussions through all of these channels were positive and in favour of the pilot program. Most respondents are interested in registering their children or grandchildren in the program and a couple individuals are interested in helping whenever and however they can.

In conclusion, the MoU provides guidance to the RDCO and the Clubhouse on the purpose, objectives, and activities related to the Treehouse Forest Preschool partnership. The lease agreement provides the legal mechanism and identifies the responsibilities for both parties over the lease area.

Financial Considerations:

The RDCO remains the property owner and will lease the space to the Clubhouse for \$1.00 per calendar year. The lease agreement would grant the Clubhouse use of the Woodhaven and/or Mission Creek properties for the operation of the nature-based program. The Clubhouse would be responsible for paying the utilities for the building including gas, electricity, and water, and providing daily custodial clean-up of the building and play areas by ECEs. The RDCO would provide snow and garbage removal, fencing around the backside of the cabin and the front yard as well as an access ramp (for which there are budgeted funds in 2019), and hazard tree mitigation and removal when necessary.

It would be the mandate of these two parties to work together to acquire funding for renovations to the existing buildings as needed, design and implement a nature-based educational program, and continue to explore modifications or new opportunities for the program. Budgeted RDCO renovations for 2019 include: accessible washroom improvements (\$15K), accessible access ramp (\$5K), accessible door improvements (\$2K), fencing (\$8K), electrical improvements (\$2K), structure repairs (\$8K), and design and permitting (\$5K), for a total capital project investment of \$45,000.

In order to raise funds to perform additional renovations and additions to the classroom space and indoor facilities, grant funding provided through government authorities and other funding streams can be applied for. In the past, the BC government has provided funding for similar projects through the 'Child Care Major Capital Funding: Creation of New Licensed Child Care Spaces' program and the 'Child Care Minor Capital Funding for Emergency Repair, Replacement and Relocation' program. These and other funding sources can be applied for jointly to ensure the application is thorough and accurate. It is the expectation of RDCO Parks staff that funding will be secured by Clubhouse for building renovations and upgrades to be completed within the first year of the three-year pilot project term, in addition to those budgeted by RDCO.

Considerations not applicable to this report:

- Policy Considerations
- Legal/Statutory Authority
- Organizational Considerations
- External Considerations
- Alternative Recommendations

Attachment(s):

1. Proposed RDCO / Clubhouse Lease Agreement
2. Proposed Woodhaven - Memorandum of Understanding
3. Schedule A Clubhouse Lease Area
4. Schedule B Bylaw 1427

MEMORANDUM OF UNDERSTANDING

Dated this 11th day of April, 2019

BETWEEN

THE CLUBHOUSE CHILD CARE CENTRE, with an address at 839
Sutherland Avenue, Kelowna, BC V1Y 5X4 ("**Clubhouse**")

AND

THE REGIONAL DISTRICT OF CENTRAL OKANAGAN, a regional district
continued under the *Local Government Act*, RSBC 1996, c 323, with an
address at 1450 KLO Road, Kelowna, BC V1W 3Z4 ("**RDCO**")

1. PURPOSE

Whereas the strategic objectives of the RDCO are to shift focus from park acquisition to park development and operation, to promote responsible environmental protection, to retain and improve quality of life, and to engage citizens and staff while improving image and public awareness of services;

And whereas Regional Parks Services has a vision to provide a legacy of park and community recreation amenities while conserving the unique ecological and cultural values of the Okanagan Region through strategic objectives designed to provide environmental education focused on the Okanagan Valley and to get everyone outdoors and enjoying their community;

And whereas the current Woodhaven Nature Conservancy Regional Park Management Plan identifies strategic goals organized into the following four categories: conservation, interpretation and education, outdoor experience and stewardship and partnership;

And whereas the RDCO and the Clubhouse identified an opportunity to work together to provide curriculum-based, emergent and experiential outdoor learning programs;

And whereas the RDCO and the Clubhouse recognize the potential and value of a formal relationship based on clear operating principles and a relationship of support and mutual benefit;

And whereas the RDCO and the Clubhouse agree to join together as key partners in the provision of inquiry-based, emergent, and experiential outdoor learning programs;

And whereas the RDCO owns Woodhaven Nature Conservancy Regional Park (the "**Park**"), within which a building located within the Park (the "**Building**") is not needed for use by the RDCO, so an opportunity exists to find creative alternative uses for these Buildings;

Now therefore the RDCO and the Clubhouse wish to pilot a partnership program for a "Treehouse Forest Preschool" (the "**Program**") for a 3-year term at the Park that will utilize the Building and surrounding areas in the Park to establish and run a licensed outdoor classroom space operating Monday through Friday, from 9:00 a.m. to 3:00 p.m.. The Program will allow young residents of the Central Okanagan the

opportunity to participate in a non-profit, outdoor, nature-based preschool and families and early childhood educators the opportunity to learn about outdoor, nature-based play skills.

This MOU establishes the guiding principles for the relationship between the Clubhouse and the RDCO. The Program will run for three years, from May 1st, 2019 to April 31st, 2022.

2. RESPONSIBILITIES

2.1. Clubhouse Objectives

Clubhouse objectives are to:

- (a) provide safe, affordable and reliable pre-kindergarten curriculum in an outdoor environment;
- (b) help children develop their potential through freedom to explore and engage with the natural world;
- (c) set precedence for early childhood education, for the benefit of children's physical, social, emotional and cognitive development, through the acknowledgement and practice of outdoor education;
- (d) build connections between the Clubhouse and the local community.

2.2. RDCO Objectives

RDCO objectives in establishing the Program are to:

- (a) utilize RDCO facilities in the Park in a manner consistent with RDCO and RDCO Parks Services strategic objectives;
- (b) engage the public in environment education;
- (c) aid in expanding a greater diversity of programming for the residents of the RDCO;
- (d) build connections between the RDCO and the educational community; and
- (e) foster continued local community support for RDCO Park Services initiatives.

3. CONSULTATION

The Clubhouse and RDCO will each ensure to continuously monitor how their activities within the Park may affect the other, and will be active in engaging with each other to share future plans or activities as appropriate through twice-yearly meetings in December and April. In addition, both the RDCO and the Clubhouse shall immediately upon signing this agreement, provide the other a primary contact to maintain relations and planning of joint and independent programming.

4. EVALUATION

The parties will review and evaluate the Program at the end of the term. Each party may establish criteria and metrics to evaluate the success of the program with respect to their own institutional goals.

The parties will, six months prior to the end of the term, meet and discuss the results of any internal evaluation, and will also discuss the success of the Program.

5. INTELLECTUAL PROPERTY

RDCO acknowledges and agrees that the Clubhouse owns all right, title and interest in and to any and all knowledge, know-how, technique(s), technology or other intellectual property which are conceived, invented, developed, improved or acquired by the Clubhouse during the Program.

RDCO and the Clubhouse agree that any use of the other party's logos, trademarks, marks or copyright will be according to the standards of each party and subject to obtaining prior written consent.

6. TERM

This MOU will remain in effect until April 11, 2022, but is terminable by either party on not less than 90 days' notice to the other.

The parties intend that this Program will extend beyond this initial pilot period. After evaluating the success of the Program and having discussions as set out in Article 4 above, the parties will enter into good faith negotiation to reach agreement to continue this Program under such terms as may be then negotiated.

7. BINDING EFFECT

This MOU is not a contract and does not create legally bindings obligations between the parties, except for Article 7 – Intellectual Property, which is binding on the parties.

8. CONTACTS

The primary contacts for all matters arising under this MOU are:

- (a) For the Clubhouse:

Caroline Noga
Founder, Executive Director
The Clubhouse Child Care Centre
839 Sutherland Avenue
Kelowna, BC V1Y 5X4
Ph. (250) 860-4393
Email: cnoga@clubhousechildcare.com

and for RDCO:

Murray Kopp
Director - Parks Services
Regional District of Central Okanagan
1450 K.L.O. Road
Kelowna, BC V1W 3Z4
Ph. (250) 469-6232
Email: murray.kopp@cord.bc.ca

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set out above.

THE CLUBHOUSE CHILD CARE CENTRE

By: _____
Name:
Title:

By: _____
Name:
Title:

REGIONAL DISTRICT OF CENTRAL OKANAGAN

By: _____
Name:
Title:

By: _____
Name:
Title:

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") dated this ____ day of _____, 2019.

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN, a regional district continued under the Local Government Act, RSBC 1996, c 323, with an address at 1450 K.L.O. Road, Kelowna, British Columbia, V1W 3Z4

("RDCO");

AND:

THE CLUBHOUSE CHILD CARE CENTRE, with an address at 839 Sutherland Avenue, Kelowna, British Columbia, V1Y 5X4

("Clubhouse");

1. **DEFINITIONS**

In this Lease:

(a) **"Additional Costs"** means the following operating costs:

- (i) other than as otherwise set out herein, all costs and expenses from time to time incurred by or levied on the RDCO in respect of maintaining, cleaning, heating, lighting, air conditioning and ventilating the Building and fixtures and appurtenances thereof and any improvements thereto;
- (ii) all utility charges from time to time levied on the Building, including but not limited to water and sewer; and

but excluding the RDCO's required repairs as set out in paragraph 6(b) and any other items not expressly included to be the responsibility of the Clubhouse in this paragraph 1(a) or otherwise in this lease.

(b) **"Building"** means the building which is shown in yellow on Schedule A located on the Lands;

(c) **"Lands"** means the property at 4711 Raymer Road, Kelowna, BC and legally described as: Lot C, District Lot 580A SDYD Plan 1775;

(d) **"Leased Premises"** means the building and the area outlined in red on the Lands all, as shown on attached Schedule A;

(e) **"MOU"** means the Memorandum of Understanding made by the parties and dated April 11, 2019;

(f) **“RDCO Bylaws”** means Regional District of Central Okanagan Bylaw No. 1427, 2018 appended hereto as Schedule B, as amended, replaced or supplemented from time to time;

(g) **“Rent”** means the rental described in paragraph 4 herein.

2. DEMISE

In consideration of the grants, rents, and mutual covenants hereinafter reserved and contained, the RDCO does lease to the Clubhouse the Leased Premises.

3. TERM

The Clubhouse may occupy the Leased Premises from May 1, 2019 to and including April 30, 2022 (the “Term”).

4. RENT

(a) The rent shall be the total sum of \$1.00/year.

(b) The Clubhouse shall, upon execution of this Lease, prepay to the RDCO the rent in its entirety in the sum of \$3.00.

5. CLUBHOUSE’S COVENANTS

Clubhouse covenants with the RDCO as follows:

(a) To pay promptly all charges for gas, electricity, internet, cable, telephone services, fuel and any other utilities supplied to or used by the Clubhouse or consumed in the Leased Premises;

(b) To keep the Leased Premises in a neat and tidy condition and free from pests, insects and vermin and to provide the Clubhouse’s own janitorial services for maintaining the condition of the Leased Premises;

(c) Except for repairs that are the responsibility of the RDCO as set out in this Lease, to keep and maintain in good repair the Leased Premises and all fixtures, fittings and improvements therein. From time to time the RDCO may enter and view the state of repair. Clubhouse will repair according to notice; however, failure of the RDCO to give notice shall not relieve the Clubhouse from its obligation to keep and maintain in good repair;

(d) If the Clubhouse fails to repair in accordance with these provisions, the RDCO, its agents or employees may enter the Leased Premises and make the required repairs and for that purpose the RDCO may bring and leave upon the Leased Premises all necessary tools, materials and equipment. The RDCO shall not be liable to the Clubhouse for inconvenience, annoyance or loss of business or any injury or damages suffered by the Clubhouse by reason of the RDCO effecting such repairs, unless caused by the negligence of the RDCO, and the cost of such repairs shall be borne by the Clubhouse, who shall pay such costs to the RDCO forthwith upon demand;

(e) To keep the Leased Premises adequately heated to prevent damage from frost or freezing;

- (f) Not to allow any waste or damage, disfiguration or injury to the Leased Premises;
- (g) Not to allow on to the Leased Premises any land fill, environmentally sensitive substances, P.C.B.'s, toxins or any other materials or substances which will or may materially affect the development, use or marketability of the Leased Premises or the Lands'
- (h) To notify the RDCO immediately if the Clubhouse becomes aware of any damage by fire or accident in the Leased Premises or any malfunctioning of any heating, electrical, plumbing, mechanical or ventilating system in the Building;
- (i) Not to make any alterations or additions to the Leased Premises without obtaining the RDCO's prior written consent, such consent not to be unreasonably withheld or delayed;
- (j) The Clubhouse shall be responsible for any loss or damage whatsoever caused to the Building owing to the leakage or escape of any water, gas or other substances from machinery or equipment installed or put therein by the Clubhouse whatsoever;
- (k) To seek approval and a permit from the RDCO for special events and gatherings outside of normal operations;
- (l) To comply at its own expense with all the requirements of federal, provincial and municipal laws and by laws relating to the Leased Premises;
- (m) Not to allow any liens to attach to the Lands;
- (n) To implement a double locking system on any gate so that each of the Clubhouse and RDCO can use their own key to open the gate(s) without the participation of the other and RDCO's access to the Leased Premises shall be on the terms and conditions set out in this Lease. RDCO shall be responsible for the cost of the double-locking system;
- (o) To deliver up the Leased Premises upon the expiry of the Term, or any renewals thereof, or such other earlier termination of this Lease;
- (p) The Clubhouse further covenants that it will not, upon expiration or sooner termination of this Lease, leave upon Leased Premises any rubbish or waste materials and will leave the Leased Premises in a clean and tidy condition;
- (q) To indemnify and save harmless the RDCO from and against any and all actions, claims, costs, expenses, damages, losses or fines incurred or suffered by the RDCO by reason of:
 - (i) any breach, violation, non-observance or non-performance by the Clubhouse of any of the Clubhouse's obligations set out in this Lease;
 - (ii) damage or injury to persons or property arising from any acts or omission of the Clubhouse or any sub tenant, agent, contractor, employee, invitee or licensee of the Clubhouse;
 - (iii) the RDCO observing, performing, exercising or enforcing any covenant, agreement, right or remedy of the RDCO hereunder.

Notwithstanding any other provision in this Lease, the parties agree that the Clubhouse shall not be responsible for any loss, damage or breach of this Lease if such event occurs as a result of a person who is not an invitee or a person permitted by the Clubhouse to be on the Leases Premises and is not someone for whom the Clubhouse is responsible in law.

- (r) To maintain the access portion of the Leased Premises including snow removal and yard cleanup, but excluding tree maintenance described in paragraph 6(f); and
- (s) To allow RDCO unrestricted access along the road which is part of the Leased Premises for RDCO's maintenance activities in the park, provided however;
 - (i) RDCO's use of the road is reasonable and does not interfere with the Clubhouses use and enjoyment of the leased Premises.

6. RDCO'S COVENANTS

Subject to the terms and provisions of this Lease, the RDCO covenants with the Clubhouse as follows:

- (a) That provided the Clubhouse pays the Rent hereby reserved and observes and performs all the Clubhouse's obligations herein and subject to the other provisions herein contained the Clubhouse may peaceably possess and enjoy the Leased Premises for Term herein granted;
- (b) To arrange for, at the RDCO's cost, any required structural repairs to the building and to be responsible for replacement of all heating, plumbing, ventilation systems, appliances and for any repairs to any of the above which exceed \$500.00 unless such repairs are as a result of any negligence caused by the Clubhouse or the Clubhouse's invitees, or the failure of the Clubhouse to effect repairs as required in paragraph 5 of this Lease;
- (c) To pay when due all real property taxes levied on the Lands;
- (d) To erect signage around the perimeter of the Leased Premises where it borders on RDCO designated park land and at the beginning of the entranceway which signage states "Treehouse Forest Preschool. RDCO does hereby grant to the Clubhouse the right to erect signs on the Leased Premises as it sees fit which make clear that the Clubhouse has exclusive possession to the Leased Premises from 8:00 a.m. to 4:00 p.m. and that anyone entering the Leased Premises without the Clubhouse's invitation or consent will be in trespass;
- (e) Agrees to enforce to the full extent of its authority any breach by any person of the Clubhouse's exclusive and quiet possession of the Leased Premises granted under this Lease; and
- (f) To perform all tree maintenance activities within the Leased Premises on trees with a diameter of 150 mm or greater, and to provide pruning of plants in the Leased Premises, once at spring flush if required.

7. LANDLORD INSURANCE

The RDCO covenants to effect and maintain property insurance on the Building, for and against such insurable perils and in amount for which a prudent landlord would protect itself but excluding all Clubhouse's fixtures, machinery, and equipment.

8. CLUBHOUSE INSURANCE

- (a) The Clubhouse covenants to purchase and maintain in force during the Term, insurance against those risks, in such forms and amounts as the RDCO may from time to time reasonably require, including, without limitation, the following:
- (i) all risk property insurance on Clubhouse's fixtures, machinery and equipment in an amount of not less than the full replacement costs thereof;
 - (ii) commercial general liability insurance, including tenants' legal liability coverage, with limits not less than \$5,000,000.00 per occurrence;
 - (iii) Clubhouse Commercial General Liability insurance will include RDCO as an Additional Insured, with respect to liability arising out of the use and occupancy of the Leased Premises by the Clubhouse or any sub-tenant, agent, contractor, employee, invitee or licensee of the Clubhouse.
- (b) The Clubhouse shall obtain from the Insurers, undertakings to notify the RDCO in writing at least 30 days prior to any material change or cancellation thereof. The Clubhouse shall furnish the RDCO a certificate of insurance as evidence of the required coverage and shall provide written evidence of the continuation of such policies not less than 10 days prior to their expected expiry dates. The cost or premium for each and every such policy shall be paid by the Clubhouse.

9. NO EFFECT ON INSURANCE

Clubhouse covenants not to do or omit, or permit to be done or omitted, upon the Leased Premises anything whereby any policy of insurance effected by the RDCO or Clubhouse pursuant to this Lease may be invalidated, or the coverage thereunder reduced or the premium thereon may be increased.

10. USE OF LEASED PREMISES

The Clubhouse covenants to use the Leased Premises solely for the purposes described in the MOU.

11. ACCESS TO LEASED PREMISES TO REPAIR, ETC.

The RDCO shall have the right at all reasonable times to enter on the Leased Premises to effect repairs, alterations, improvements or additions to the Leased Premises or the Lands, or to preserve either of them from injury or damage. No such entry or work shall constitute an eviction of the Clubhouse.

12. LANDLORD MAY ENTER FORCIBLY

If the Clubhouse shall not be personally present to open and permit entry or does not permit entry to the Leased Premises at any time when for any reason entry therein shall be necessary or permissible, the RDCO, its agents, employees or contractors may enter the Leased Premises by a master key or forcibly without rendering the RDCO or such agents, employees or contractors liable therefor and without any manner affecting the obligation or covenants of the Clubhouse herein, The RDCO shall, however, prior to such forcible entry make reasonable efforts to contact and notify the Clubhouse.

13. NO REPRESENTATIONS

Clubhouse agrees that no representation, warranties or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon the RDCO unless in writing and signed on behalf of the RDCO.

14. DAMAGE OR DESTRUCTION

If the Leased Premises are damaged by fire or other casualty, then:

- (a) the rent, but not the Additional Costs, shall be abated in whole until such damage is repaired;
- (b) if the Leased Premises are so damaged that they are not capable of being restored to normal usage within 60 days of the occurrence of such damage, the RDCO shall forthwith advise the Clubhouse in writing (the "Damage Notice") and following such notice, both the RDCO and the Clubhouse shall have the option of terminating this Lease by giving the other written notice within 15 days of the RDCO delivering the Damage Notice to the Clubhouse. If either party so terminates the Lease, the Clubhouse shall vacate the leased Premises and surrender them to the RDCO as soon as reasonable possible and without further obligation to pay Rent but without affecting the Clubhouse's obligation to pay any outstanding Rent up to the time of such termination. If neither party terminates this Lease within the time provided herein, the RDCO shall promptly repair the Leased Premises to a standard equivalent to or superior to that which existed immediately before such damage.

15. DEFAULT OF CLUBHOUSE

If:

- (a) the Rent or any part thereof shall not be paid on the day appointed for payment whether lawfully demanded or not, and such non-payment shall continue for seven days;
- (b) there is breach or non-observance or non-performance of any of the obligations on the part of the Clubhouse to be kept, observed or performed, and such breach is not remedied or Clubhouse has not commenced action to so remedy within 10 days of Clubhouse's receipt of written notice of the breach,

then, and in every such case, it shall be lawful for the RDCO without notice to terminate this Lease.

16. NON WAIVER

No condoning, excusing or overlooking by the RDCO of any default, breach or non-observance by the Clubhouse at any time or times in respect of any obligation of the Clubhouse herein contained shall operate as a waiver of the RDCO's right hereunder in respect of any continuing or subsequent default, breach or non-observance.

17. PAYMENTS BY CLUBHOUSE

Without prejudice to any of the remedies of the RDCO herein, any money payable by the Clubhouse to the RDCO hereunder, other than the Rent referred to in paragraph 4 hereof, and without limiting the generality of the foregoing, including all money payable under paragraph 6 hereof, shall be deemed to be Rent and shall be paid as additional rent and shall be collectable as Rent and unless otherwise provided for in this Lease shall be payable either on demand or when stated herein to be due or if so stated and arising from payments made by the RDCO, then the same shall be due and be paid with the monthly instalment of Rent following the date the payment was made by the RDCO.

18. LANDLORD MAY CURE CLUBHOUSES'S DEFAULT

If the Clubhouse shall fail to perform or cause to be performed each and every of the obligations of the Clubhouse hereunder, the RDCO shall have the right (but shall not be obligated) to perform or cause to be performed the same and all payments, expenses, costs and levies incurred or paid by the RDCO in respect thereof shall be paid to the RDCO immediately on demand.

19. NOTICE AND PAYMENTS

Any notice required by this Lease shall be given to the RDCO at its address herein set out, and to the Clubhouse at the Leased Premises. The time of receipt of such notice shall be conclusively deemed to be the third business day after the day of mailing or if delivered by hand then when delivered. Provided that any party may, by notice to the other, from time to time designate another address to which notices shall be addressed.

20. ENTIRE AGREEMENT

The provisions herein contained and the MOU defined in paragraph 1(e) and made between the parties shall constitute the entire agreement between the parties regarding the Lands and supersede all previous communications, representations, understandings, and agreements, whether verbal or written between the parties with respect to the subject matter thereof. In the event of any conflict or discrepancy between this Lease and the Memorandum of Understanding, the terms of this Lease shall prevail.

21. HEADINGS

The headings to the paragraphs of this Lease are for convenience only and shall not constitute part of this Lease.

22. TIME

Time shall be of the essence of this Lease.

23. SUCCESSORS

All rights and liabilities herein given to or imposed upon, the respective parties hereto shall extend to and be binding on their respective heirs, executors, administrators, successors and permitted assigns.

24. INTERPRETATION

In this Lease, except where otherwise expressly provided or unless the contract otherwise requires, words importing the masculine gender include the feminine and neutral gender and vice versa and words in the singular include the plural and vice versa.

25. COUNTERPARTS/ELECTRONIC

This Lease and any certificate or other writing delivered in connection with this Lease may be executed in any number of counterparts and any party to this Lease may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Lease or such other writing, as the case may be, taken together will be deemed to be one and the same instrument. The execution of this Lease or any other writing by any party will not become effective until all counterparts, as the case may be, have been executed by all the parties to this Lease. A copy of this Lease delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Lease shall for all purposes be treated and accepted as an original copy thereof.

26. TERMINATION

This Lease may be terminated by either party on not less than 90 days' notice to the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set out above.

REGIONAL DISTRICT OF CENTRAL OKANAGAN

By: _____
Name:
Title:

By: _____
Name:
Title:

THE CLUBHOUSE CHILD CARE CENTRE

By: _____
Name:
Title:

By: _____
Name:
Title:



SCHEDULE A

WOODHAVEN NATURE CONSERVANCY REGIONAL PARK
4711 Raymer Road

89

1:500

0 5 10 20 Meters

Naturally Yours 
REGIONAL DISTRICT OF CENTRAL OKLAHOMA
REGIONAL PARKS

Jan.28, 2019

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 1427

A bylaw to regulate the use of regional parks

WHEREAS the Regional District of Central Okanagan wishes to adopt a bylaw to regulate the use of regional parks;

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

1. DEFINITIONS

In this bylaw, unless the context requires otherwise, the following definitions apply:

Animal includes a mammal, reptile, amphibian, bird, fish or insect as defined in the *Wildlife Act*;

Beach means the areas designated as beaches in a regional park;

Regional Board means the Regional Board Directors of the Regional District of Central Okanagan;

Business includes any trade, industry, employment, occupation, activity or special event carried on in a park for profit, gain, fundraising or commercial promotion, and includes an undertaking carried on in a park by a charitable organization, or by an organization or individual on a non-profit basis;

Bylaw officer means any person designated by the Regional District of Central Okanagan to administer and enforce this Bylaw, the *Community Charter* and the *Local Government Act*, and includes any employee, servant, agent, or contractor appointed by the Board to assist in carrying out the provisions of this bylaw;

Contaminants includes any explosives, radioactive materials, asbestos materials, ureaformaldehyde, chlorobiphenyls, hydrocarbon contaminants, underground tanks, pollutants, contaminants, hazards, 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 prohibited, controlled, regulated or licensed under environmental laws;

Cycle includes a device having any number of wheels that is propelled by human power and on which a person may ride and includes a motor assisted cycle, but does not include a skateboard, roller skates or in-line roller skates;

Dog means an animal of the canine species including dog-wolf and dog-coyote hybrids;

Domestic waste includes garbage, trash, refuse, cans, bottles, papers, ashes, cuttings, or other waste of any kind that is not generated by an individual in connection with reasonable park use;

Environmental laws means any and all enactments of any federal, provincial, municipal or other governmental authority, now or hereafter in force with respect to contamination or pollution of the environment, or goods or substances that, if discharged into the environment, could cause material harm to the natural environment or its ecosystems;

Firearm includes any gun using, as a propellant, compressed air, explosives or gas;

Leash means a leash with a fixed total length of 2 metres or less;

Liquor includes beer, wine, spirits or other product that is intended for human consumption and that contains more than 1% alcohol by volume as defined by the *Liquor Control and Licensing Act*;

Motor assisted cycle means a motor assisted cycle as defined by the *Motor Vehicle Act* and Motor Assisted Cycle Regulation;

Motor Vehicle means a vehicle, not run on rails, that is designed to be self-propelled but does not include a motor assisted cycle;

Natural boundary means the visible high water mark of any lake, river, stream or other body of water as defined by the Land Act (BC);

Natural park feature includes a tree, shrub, herb, flower, grass, turf, or other plant or fungus and all soil, sand, silt, gravel, rock, mineral, wood, fallen timber, or other park resource in a regional park;

Owner of a dog or domestic animal means a person owning, harbouring, or having custody, care and control of a dog or domestic animal or being in possession of a dog or domestic animal;

Park use permit means a written authorization issued in accordance with this bylaw, and includes regional park facility permits and special event permits;

Posted notice means a written notice affixed to a notice board or sign post by the RDCO in a regional park or set out in a brochure, map or RDCO website relating to one or more regional parks;

RDCO means the Regional District of Central Okanagan as described in the Letters Patent or any subsequent amendments;

Regional Park means the parks managed by the Regional District of Central Okanagan as a regional park;

Smoke or **smoking** includes burning a cigarette or cigar, or burning or heating any substance using a pipe, hookah pipe, lighted smoking device or vaporizing device;

Vessel includes canoe, kayak, boat, paddleboard or other craft capable of being used for navigation on water;

Wildlife includes raptors, threatened species, endangered species, game or other species of vertebrates as defined in the *Wildlife Act*.

2. ADMINISTRATION OF BYLAW AND ENFORCEMENT POWERS

- a) Officers, officials, employees and contractors of the RDCO, are exempt from the provisions of this bylaw while carrying out their duties or performing their functions.

- b) When a bylaw officer finds, that a person in a regional park is contravening this bylaw, a park use permit, or authorization from the RDCO respecting use of the park the bylaw officer may require that person to do one or more of the following:
- i. provide, immediately upon request, that person's correct name, address, and information about their destination, and proposed or actual activities in the regional park;
 - ii. provide within a reasonable time identification verifying that person's correct name and address;
 - iii. provide evidence, where applicable, that the person possesses a current valid license, authorization, or park use permit for the activity;
 - iv. stop contravening the bylaw, the park use permit, license or authorization immediately;
 - v. leave the regional park immediately; or
 - vi. not re-enter the regional park for a period up to 72 hours.
- c) At all reasonable times, a bylaw officer may enter any area, or other facility in a regional park to determine whether a person is in contravention of this bylaw or a park use permit.

3. **PARK HOURS**

- a) The hours of operation as established by this bylaw are as follows:

January 1 to February 28	6:00 am	6:00 pm
March 1 to May 31	6:00 am	9:00 pm
June 1 to August 31	6:00 am	11:00 pm
September 1 to October 14	6:00 am	9:00 pm
October 15 to December 31	6:00 am	6:00 pm

- b) No person shall enter or be in a regional park which is subject to a closure to the public.

4. **PUBLIC CONDUCT**

- a) A person must not obstruct a bylaw officer who is performing their duties.
- b) A person must not do any act or suffer or permit any act or thing to be done in contravention of this bylaw.
- c) A person in a regional park must obey all signs and posted notices in a regional park.
- d) A person must not possess or consume liquor in a regional park without legally required permits, including a valid park use permit allowing that activity.
- e) A person must not defecate or urinate in a regional park, except in designated facilities.
- f) A person must not enter into or remain in a regional park except within the hours of operation as outlined in section 3.a) of this bylaw.

- g) Subsection f) does not apply to the following:
 - i. a person who has a license or lease granted by the RDCO for a park purpose;
 - ii. a person who has a valid park use permit that allows entrance to the park;
 - iii. persons or contractors who have to pass through the regional park to reach their residence.
- h) A person must not make or cause any noise or sound, including the playing of portable music devices, musical instruments or acts in a way that in the opinion of a bylaw officer :
 - i. disturbs, or is likely to disturb the peace, enjoyment, or comfort of persons in the vicinity; or
 - ii. disturbs or disrupts or is likely to disturb or disrupt wildlife.
- i) A person must not operate equipment, motor vehicles, or machinery in a regional park that, in the opinion of a bylaw officer:
 - i. disturbs, or is likely to disturb the peace, enjoyment, or comfort of persons in the vicinity; or
 - ii. disturbs or disrupts or is likely to disturb or disrupt wildlife, or
 - iii. disturbs the natural landscape and regional park property.
- j) A person must not interfere with the passage of any person or motor vehicle lawfully using a road or trail in a regional park unless a valid park use permit allows that interference.
- k) A person must not possess, use or ignite any fireworks, including cannon crackers, firecrackers, fireballs, roman candles, mines, skyrockets, squibs, torpedoes or other similar commercial or homemade combustible devices.
- l) A person may only use a CSA/ULC propane fueled cooking device in a regional park. Any other cooking device or open flames are not permitted.
- m) A person must not leave unattended a CSA/ULC propane fueled barbecue, and the barbecue must be kept a minimum of 1 (one) metre away from the nearest structure, property line, tree or other combustible material.
- n) A person must not carry or have in possession while inside a Regional Park, any device used for smoking.
- o) A person shall not smoke in a Regional Park
- p) No person shall act or engage in any disorderly, violent, lewd or sexual or offensive conduct including full and partial nudity, within a regional park.
- q) No person shall use or operate a model, unmanned or remote control aircraft, boat, car, drone or similar device within a regional park unless in compliance with all applicable federal, provincial regulations in addition to obtaining a park use permit as identified within this bylaw.
- r) No person shall create a nuisance by loitering, accosting or harassing park users within a regional park.

- s) No person shall connect to Regional Park's electrical utility system or connect or access any other utility in a regional park without written permission of the RDCO.

5. RESPONSIBILITY FOR ACTION OF MINORS

- a) A parent, guardian, or person in charge of a person 16 years of age or less must not permit them to do anything that this bylaw prohibits.
- b) If an offence is being committed by a person 16 years of age or less, the parent, guardian or person in charge of the person 16 years of age or less must take any control measures the bylaw officer, considers necessary to prevent or stop the contravention of this bylaw.

6. PRESERVATION OF NATURAL FEATURES, WILDLIFE, AND PARK FEATURES

- a) A person must not do any of the following in a Regional Park:
 - i. cut, trim, dig up, excavate, deface, remove, damage, or in any way injure any natural park feature;
 - ii. build or otherwise create or alter any trails;
 - iii. remove, damage, or deface any building, structure, fence, bench, sign, posted notice, road, trail, facility, equipment, material, or thing that belongs to the RDCO;
 - iv. build, place or install any permanent or temporary structures or facilities;
 - v. section 6.a)iv. does not apply to small personal shelters in a regional park during park hours of operation. Such shelters must not be anchored with any form of stake or peg driven into the ground;
 - vi. bring in and leave any dead or living plant material, any dead or living animal or release any animal;
 - vii. molest, disturb, frighten, injure, kill, catch, or trap any wildlife, except for fishing done in accordance with all enactments;
 - viii. feed any wildlife including waterfowl or deposit any substance that wildlife may eat;
 - ix. introduce any contaminant into any part of a regional park including, any body of water, water system, or watercourse.
- b) A person must not deposit any refuse, litter, or other discarded material or thing anywhere in a regional park except in waste receptacles provided by the RDCO.
- c) A person must not:
 - i. dispose of any domestic, commercial, or industrial waste in a regional park;
 - ii. deposit any material into waste receptacles provided by the RDCO for on-site refuse other than waste reasonably generated by that person during their time in the regional park.

- d) A person must not cut down, prune or remove any tree or any part of a tree in a regional park without the written authorization of the RDCO and then only in strict accordance with that authorization.
- e) A person must not travel within a regional park except on a trail marked by RDCO signage or shown on a RDCO park map or brochure or in areas specifically designated by a sign or a posted notice.

7. ANIMALS IN REGIONAL PARKS

- a) No Owner of a dog will cause or permit their dog to be within a regional park designated as 'leashed', unless the dog is kept on a secure leash held by the Owner.
- b) No Owner of a dog shall permit their dog to deposit excrement in a regional park unless the Owner immediately removes the excrement and disposes of it in a sanitary manner.
- c) No Owner of a dog shall permit or allow a dog to enter upon any beach area or to swim in a body of water adjacent to a regional park, except where designated.
- d) No Owner of a dog shall allow a dog to damage park property or vegetation.
- e) No Owner of a dog shall allow a dog to injure, disturb, or molest any person, domestic animal or wildlife.
- f) No Owner of a dog shall allow a dog to enter any area where prohibited by sign or posted notice.
- g) A bylaw officer may require the Owner of a dog or owner of a domestic animal in a regional park to remove it from that regional park if in the opinion of a bylaw officer the dog or domestic animal is:
 - i. potentially aggressive or dangerous;
 - ii. disruptive to other park users;
 - iii. by its actions, demeanor or lack of control by the owner, causing alarm or concern to other park users,;
 - iv. failure to adhere to regional park bylaw.
- i) A person must not ride, walk, or drive a horse on any part of a regional park except on trails or areas designated by signs or posted notice; and
 - i. must be capable of controlling the horse at all times; and
 - ii. must immediately remove horse feces from all trails, 1 (one) metre minimum away from the edge of the trail surface.

8. FIREARMS

- a) A person must not possess or discharge any firearm, fireworks, slingshot, bow, or crossbow in a regional park without a valid park use permit allowing that activity and then, only in accordance with this bylaw.

9. **MOTOR VEHICLES, WATERCRAFT AND CYCLES**

- a) A person must not operate, or permit to be operated, a motor vehicle in a regional park except on public roadways or parking lots.
- b) The motor vehicle and person must be validly licensed, registered and conform to all applicable enactments.
- c) A person may park a motor vehicle in a regional park only in designated parking lots and along public roadways not marked as "No Parking" areas.
- d) A person requiring vehicle access to a regional park outside of designated areas must have a valid park use permit or a valid parking permit to be in a regional park with a vehicle.
- e) A motor vehicle may be removed at the expense of the owner if it is:
 - i. parked in areas prohibited by a sign or posted notice; or
 - ii. left unattended after the closing hours of the regional park;
 - iii. not displaying a valid parking or park access permit.
- f) A person must not park a motor vehicle in an area, lot, or stall in a regional park designated as disabled parking, or service or emergency vehicle parking, except in accordance with a valid park use permit or a valid parking permit for persons with disabilities, or unless the vehicle being parked is a regional park service vehicle or an emergency vehicle.
- g) Unless otherwise posted, no person shall drive any vehicle at a speed greater than 15km/h in a regional park
- h) For public safety, convenience or to accommodate a special use, the RDCO may close any park road, trail, or other area in a regional park to public use.
- i) The RDCO may by sign or posted notice limit the speed, weight, size, type, or number of motor vehicles operated in a regional park.
- j) No person shall use a vessel within a designated swimming area in a regional park.
- k) No person, within the immediate vicinity of any designated swimming area, shall endanger or interfere with the free use of the water for bathing or swimming.
- l) No person shall tie or attach a vessel to a swim buoy.
- m) No person shall moor a vessel in a regional park or boat launch area other than in designated mooring areas.
- n) A person may ride a cycle or motor assisted cycle in a regional park only in the following places:
 - i. a public highway or parking lot where not otherwise prohibited by law or a posted notice; or
 - ii. on a trail designated for such use by a sign or a posted notice.

10. COMMERCIAL SERVICES ACTIVITIES OR DEMONSTRATIONS

- a) Unless a person has the written authorization from the RDCO or a valid park use permit allowing the activity, they must not:
- i. sell, barter, or display for sale any goods, services, or materials, including food and refreshments in a regional park;
 - ii. conduct any business or commercial activity, whether paid for in advance of, during, or after the activity;
 - iii. encourage any person to use a regional park for any activity related to a business or commercial enterprise, whether or not the business or commercial aspect of the activity is carried out within the regional park;
 - iv. install, post, deliver, paint, publish, or distribute any notice, advertisement, sign, placard, or handbill of any kind in a regional park; or
 - v. operate or station in a regional park any commercial vehicle or any motor vehicle that displays advertising or equipped with a public address system for the sole purpose of advertising, promoting, demonstrating, or
- b) Subsection 10a)iv. does not apply to:
- i. reasonable expressions of opinions on political, social or other matters provided that the notices, signs, placards or handbills:
 - do not exceed 1 square metre in size and are removed prior to sunset;
 - are not displayed in the park on more than one day in each month;
 - are not repetitions of the content of opinions expressed by the same person within the previous month.

11. PARK USE AND SPECIAL EVENT PERMITS

- a) The RDCO may issue park use permit(s) to person(s) or organization(s) which authorize:
- i. the use or the exclusive specific use of a regional park or portion of a regional park under the terms and conditions set out in such park use permit;
 - ii. the construction, building or erection of tents or other structures or facilities under the terms and conditions set out in such park use permit;
 - iii. the conducting of procession marches, drills, performances, ceremonies, concerts or other special events under the terms and conditions set out in such park use permit(s) for any one day period;
 - iv. the selling of refreshments, articles, merchandise, or the conducting of business in accordance with the adopted policies of the Board.
- b) The permit holder must be able to produce the park use permit during the event for inspection.
- c) The person obtaining the park use permit must pay a fee established under the designated bylaw for fees and charges.

- d) A park use permit may be amended, suspended, or revoked for any one of the following reasons:
 - i. for any violation of the terms and conditions of the park use permit;
 - ii. where the applicant for the permit made a material misrepresentation regarding the special use; or
 - iii. where the park use permit holder or a person participating in the special use contravenes a provision of this bylaw.
- e) The RDCO may refuse to issue a park use permit to any person who has, contravened any previous park use permit or contravened this bylaw or any other enactment related to the use of a regional park.
- f) The holder of a park use permit is solely responsible for the conduct of the special use event, activity, or thing the park use permit authorizes.
- g) A person must not breach a condition of a park use permit.
- h) Except where a person has a park use permit, or other valid written authorization from the RDCO, any equipment, materials, or any vessel parked or moored contrary to the provisions of this bylaw, may be removed and the cost of such removal may be charged to either the owner or person who placed the equipment, materials or vessel within the regional park. The RDCO may cause signs to be erected in regional parks that identify additional regulations, prohibits or requirements consistent with the intent of this bylaw.
- i) The RDCO may issue a park use permit(s) to a First Nation respecting the First Nation:
 - i. carrying out activities necessary for the exercise of Indigenous rights, and;
 - ii. having access for and preservation of social, ceremonial and cultural purposes to the land.

12. PENALTIES

A person who contravenes any provision of this bylaw or who suffers or permits any act or thing to be done in contravention of any of the provisions of this bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of the bylaw, is guilty of an offence under this bylaw and liable to a penalty of not less than Fifty Dollars (\$50.00) and not more than Two Thousand Dollars (\$2,000.00) for each offence.

13. SEVERABILITY

If a section, subsection, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the bylaw.

14. REPEAL

"Regional District of Central Okanagan Regional Parks Regulation Bylaw No. 1105, 2005", as amended, is repealed.

15. **CITATION**

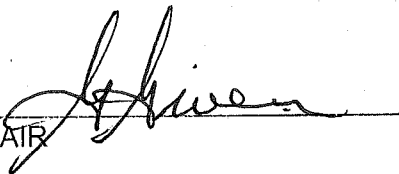
This bylaw may be cited as "Regional District of Central Okanagan Regional Parks Regulation Bylaw No. 1427, 2018".

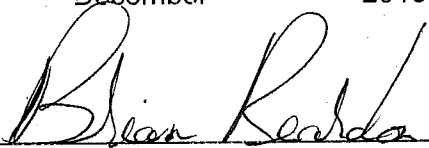
READ A FIRST TIME THIS 10th DAY OF December 2018

READ A SECOND TIME THIS 10th DAY OF December 2018

READ A THIRD TIME THIS 10th DAY OF December 2018

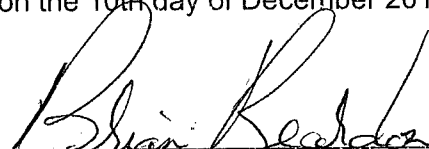
ADOPTED THIS 10th DAY OF December 2018


CHAIR


DIRECTOR OF CORPORATE SERVICES

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1427 cited as the "Regional District of Central Okanagan Regional Parks Regulation Bylaw No. 1427, 2018" as read a third time and adopted by the Regional Board on the 10th day of December 2018.

Dated at Kelowna, B.C.
this 10th day of December 2018


DIRECTOR OF CORPORATE SERVICES

Regional Board Report

TO: Regional Board

FROM: Murray Kopp
Director Park Services

DATE: April 1, 2019

SUBJECT: Amendment of Regional District of Central Okanagan Ticket Information Utilization Bylaw No. 435, 1990.

Voting Entitlement: *All Directors – Unweighted Corporate Vote – 2/3 Majority to adopt – LGA 214*

Purpose: To amend the Regional District of Central Okanagan Ticket Information Utilization Bylaw No. 435 by updating the schedules in regards to the new Regional Parks Bylaw No. 1427 and Community Parks Bylaw No. 1431.

Executive Summary:

The Regional District of Central Okanagan recently updated the Regional Parks Bylaw No. 1427 and the Community Parks Bylaw No. 1431. As a result, staff has reviewed the Regional District of Central Okanagan Ticket Information Utilization Bylaw No. 435 and is recommending changes in the following key areas:

- Schedule 1 - persons appointed to be designated as bylaw enforcement officers for the purpose of enforcing the bylaws.
- Schedule 6 shall be deleted in its entirety and replaced with RDCO Regional Parks Regulation Bylaw No. 1427)
- Schedule 21 shall be deleted in its entirety and replaced with RDCO Community Parks Regulation Bylaw No. 1431)

RECOMMENDATION:

THAT the Regional District of Central Okanagan Ticket Information Utilization Bylaw No. 1434 be given first, second, third reading and adopted.

Respectfully submitted;



Murray Kopp,
Director – Parks Services

Approved for Board's Consideration



Brian Reardon, CAO

Prepared by: Brad Ackerman, Manager Parks and Resource Operations

Implications of Recommendation:

Strategic Plan:	The bylaw supports the strategic priorities for: proactive and responsive governance; nurture responsible growth and development; protect and promote our environment and lifestyle; and champion communications and engagement.
General:	The Ticket Information Utilization Bylaw will support Regional Parks Regulation Bylaw No. 1428 and Community Parks Bylaw No. 1431 by assisting staff in managing and addressing behaviour within our parks system and provide conditions for a positive visitor experience
Financial:	The proposed Ticket Information Utilization Bylaw Schedule 6 and 21 will increase revenues generated by fines to help offset the costs of administration and processing.

Background:

The Regional Parks Regulation Bylaw No. 1427 was updated on December 10, 2018 and the Community Parks Regulation Bylaw was updated February 14, 2019. Parks staff utilize the Regional and Community Parks Regulatory Bylaws to manage and address non-compliant behavior within our parks.

The Ticket Utilization Bylaw provides designated staff the ability to issue fines to park users who do not comply with the Regional and Community Parks Regulation Bylaws. Our designated staff place an emphasis on education over enforcement as a means to gain compliance with park users on acceptable park behaviors and to provide a positive user experience. If park user education avenues, do not achieve the desired results, designated staff would then have the ability to issue violation fines as set out in schedule 6 and 21 of the attached bylaw. Staff has reviewed Schedule 6 and Schedule 21 and are proposing the following changes in the Regional District of Central Okanagan Ticket Information Utilization Bylaw No. 1434.

Key Changes include:

- Updated RDCO personnel appointed this Bylaw amendment to be designated as bylaw enforcement officers for the purpose of enforcing the bylaws.
- Damage to natural landscape by motor vehicle - 4 i) iii \$500.00 fine up from \$100.00.
- Make a fire or open flame - 4 l) \$1000.00 fine up from \$100.00
- Smoke in Park – 4 o) - \$250.00 up from \$100.00
- Violent, lewd or sexual conduct – 4 p) \$250.00 fine
- Damage or remove a park feature – 6 a) iii \$500.00 up from \$100.00.
- Cut, remove or damage trees – 6 d) \$1000.00
- Park Use or Special Event without a permit - 11 c) \$300.00
- Breach of Park Use Permit – 11g) \$ 150.00

Attachment(s):

- Regional District of Central Okanagan Ticket Information Bylaw No. 1434

Ticket Offences for Regional District of Central Okanagan Regional Parks Regulation Bylaw No. 1427, 2018				
BYLAW OFFENCES	BYLAW SECTION	FINE	Bylaw 1105 Fines	Bylaw 1105 Section
Person in a closed park due to hazards	3 b)	\$ 500.00	\$ 500.00	4(1)b
Obstruct Bylaw Officer	4 a)	\$ 150.00		
Failure to obey posted sign or notice	4 c)	\$ 100.00		
Possess or consume liquor	4 d)	\$ 200.00	\$ 100.00	11
Defecate or urinate in public	4 e)	\$ 100.00		
Person in Park after park closure times	4 f)	\$ 100.00	\$ 75.00	4(1)a
Damage to natural landscape by motor vehicle	4 i) iii	\$ 500.00	\$ 100.00	7(3)
Interfere with person lawfully using park	4 j)	\$ 100.00		
Possess, use or ignite any combustible device	4 k)	\$ 250.00	\$ 100.00	9(3)
Make a fire or open flame	4 l)	\$ 1,000.00	\$ 100.00	14(1)
Smoking in park	4 o)	\$ 250.00	\$ 100.00	14(3)
Violent, lewd or sexual conduct	4 p)	\$ 250.00		
Operate unmanned, remote control or similar device	4 q)	\$ 100.00		
Create nuisance, loiter, harass or accost park users	4 r)	\$ 150.00		
Build or alter any trail	6 a) ii	\$ 250.00		
Damage or remove any park feature	6 a) iii	\$ 500.00	\$ 100.00	7(2)
Build, place or install temporary structure	6 a) iv	\$ 150.00		
Deposit or release any dead or living plant or animal	6 a) vi	\$ 250.00		
Interfere and/or feed wildlife	6 a) vii	\$ 200.00	\$ 75.00	8(1)
Introduce any contaminate into a park or water body	6 a) ix	\$ 250.00		
Litter not in waste receptacle	6 b)	\$ 250.00	\$ 50.00	5(1)
Dispose of domestic, commercial or industrial waste	6 c) i	\$ 250.00	\$ 250.00	5(2)
Cut, remove or damage tree(s)	6 d)	\$ 1,000.00		
Dog off leash - 1st Offence	7 a)	\$ 150.00	\$ 100.00	8(3)
Dog off leash - 2nd Offence	7 a)	\$ 200.00	\$ 100.00	
Dog off leash - 3rd Offence and subsequent offences	7 a)	\$ 300.00	\$ 100.00	
Failure to remove dog feces	7 b)	\$ 150.00	\$ 100.00	8(5)
Dog in designated beach area	7 c)	\$ 100.00	\$ 100.00	8(7)
Damage to park property by domestic animal	7 d)	\$ 100.00		
Dog disturbing people or wildlife	7 e)	\$ 300.00		
Dog in prohibited area	7 f)	\$ 100.00	\$ 100.00	8(4)
Horse in prohibited area	7 i) i	\$ 100.00	\$ 75.00	16(3)
Failure to remove horse feces from trail	7 i) ii	\$ 150.00		
Possess or discharge firearm, firework or other without permit	8 a)	\$ 250.00		
Motor vehicle off public roadway or parking lot	9 a)	\$ 100.00	\$ 75.00	16(3)
Illegal Parking	9 c)	\$ 50.00	\$ 50.00	16(12)
Park in disabled parking without permit	9 f)	\$ 100.00	\$ 50.00	16(14)
Unsafe operation of vehicle	9 g)	\$ 100.00	\$ 100.00	16(6)
Use of vessel in a designated swim area	9 j)	\$ 250.00	\$ 200.00	13(1)
Endanger or interfere with a designated swim area	9 k)	\$ 150.00		
Attach vessel to swim buoy	9 l)	\$ 150.00		
Moor outside of designated area or boat launch	9 m)	\$ 200.00		
Sell in Park	10 a) i	\$ 200.00	\$ 100.00	15(1)
Conduct commercial or business activity	10 a) ii	\$ 200.00	\$ 100.00	15(2)
Advertise in Park	10 a) iv	\$ 100.00	\$ 75.00	15(3)
Park Use Event or Special Event without Permit	11 c)	\$ 300.00		
Breach of Park Use Permit	11 g)	\$ 150.00		

Ticket Offences for Regional District of Central Okanagan Community Parks Regulation Bylaw No. 1431, 2019				
BYLAW OFFENCES	BYLAW SECTION	FINE	Bylaw 1106 Fines	Bylaw 1106 Section
Person in a closed park due to hazards	3 b)	\$ 500.00	\$ 500.00	4(1)b
Obstruct Bylaw Officer	4 a)	\$ 150.00		
Failure to obey posted sign or notice	4 c)	\$ 100.00		
Possess or consume liquor	4 d)	\$ 200.00	\$ 100.00	11
Defecate or urinate in public	4 e)	\$ 100.00		
Person in Park after park closure times	4 f)	\$ 100.00	\$ 75.00	4(1)a
Damage to natural landscape by motor vehicle	4 i) iii	\$ 500.00	\$ 100.00	7(3)
Interfere with person lawfully using park	4 j)	\$ 100.00		
Possess, use or ignite any combustible device	4 k)	\$ 250.00	\$ 100.00	9(3)
Make a fire or open flame	4 l)	\$ 1,000.00	\$ 100.00	14(1)
Smoking in park	4 o)	\$ 250.00	\$ 100.00	14(3)
Violent, lewd or sexual conduct	4 p)	\$ 250.00		
Operate unmanned, remote control or similar device	4 q)	\$ 100.00		
Create nuisance, loiter, harass or accost park users	4 r)	\$ 150.00		
Build or alter any trail	6 a) ii	\$ 250.00		
Damage or remove any park feature	6 a) iii	\$ 500.00	\$ 100.00	7(2)
Build, place or install temporary structure	6 a) iv	\$ 150.00		
Deposit or release any dead or living plant or animal	6 a) vi	\$ 250.00		
Interfere and/or feed wildlife	6 a) vii	\$ 200.00	\$ 75.00	8(1)
Introduce any contaminate into a park or water body	6 a) ix	\$ 250.00		
Litter not in waste receptacle	6 b)	\$ 250.00	\$ 50.00	5(1)
Dispose of domestic, commercial or industrial waste	6 c) i	\$ 250.00	\$ 250.00	5(2)
Cut, remove or damage tree(s)	6 d)	\$ 1,000.00		
Dog off leash - 1st Offence	7 a)	\$ 150.00	\$ 100.00	8(3)
Dog off leash - 2nd Offence	7 a)	\$ 200.00	\$ 100.00	
Dog off leash - 3rd Offence and subsequent offences	7 a)	\$ 300.00	\$ 100.00	
Failure to remove dog feces	7 b)	\$ 150.00	\$ 100.00	8(5)
Dog in designated beach area	7 c)	\$ 100.00	\$ 100.00	8(7)
Damage to park property by domestic animal	7 d)	\$ 100.00		
Dog disturbing people or wildlife	7 e)	\$ 300.00		
Dog in prohibited area	7 f)	\$ 100.00	\$ 100.00	8(4)
Horse in prohibited area	7 h)i	\$ 100.00	\$ 75.00	16(3)
Failure to remove horse feces from trail	7 h) ii	\$ 150.00		
Possess or discharge firearm, firework or other without permit	8 a)	\$ 250.00		
Motor vehicle off public roadway or parking lot	9 a)	\$ 100.00	\$ 75.00	16(3)
Illegal Parking	9 c)	\$ 50.00	\$ 50.00	16(11)
Park in disabled parking without permit	9 f)	\$ 100.00	\$ 50.00	16(14)
Unsafe operation of vehicle	9 g)	\$ 100.00	\$ 100.00	16(6)
Use of vessel in a designated swim area	9 j)	\$ 250.00	\$ 200.00	13(1)
Endanger or interfere with a designated swim area	9 k)	\$ 150.00		
Attach vessel to swim buoy	9 l)	\$ 150.00		
Moor outside of designated area or boat launch	9 m)	\$ 200.00		
Sell in Park	10 a) i	\$ 200.00	\$ 100.00	15(1)
Conduct commercial or business activity	10 a) ii	\$ 200.00	\$ 100.00	15(2)
Advertise in Park	10 a) iv	\$ 100.00	\$ 75.00	15(3)
Park Use Event or Special Event without Permit	11 c)	\$ 300.00		
Breach of Park Use Permit	11 g)	\$ 150.00		

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 1434

Being a bylaw to amend the Regional District of Central Okanagan Ticket Information Utilization Bylaw No. 435, 1990

WHEREAS the Regional District of Central Okanagan adopted the Regional District of Central Okanagan Ticket Information Utilization Bylaw No. 435, 1990 and amendments thereto;

AND WHEREAS it is deemed necessary to amend the Ticket Information Utilization Bylaw No. 435;

NOW THEREFORE the Regional District of Central Okanagan in open meeting assembled enacts as follows:

1. Schedule 1, sub-section 6. and 21. shall be deleted in their entirety:

- | | |
|---|--|
| 6. Regional District of Central Okanagan
Regional Parks Regulation Bylaw
No. 1105, 2005 | Director of Parks
Parks Foreman
Parks Caretaker
Parks Operator
Bylaw Enforcement Officer
Royal Canadian Mounted Police
Animal Control Officer |
| 21. Regional District of Central Okanagan
Community Parks Regulation Bylaw
No. 1106, 2005 | Director of Parks & Facilities
Parks Foreman
Parks Caretaker
Parks Operator
Bylaw Enforcement Officer
Royal Canadian Mounted Police
Animal Control Officer |

and replaced with the following:

- | | |
|---|--|
| 6. Regional District of Central Okanagan
Regional Parks Regulation Bylaw
No. 1427, 2018 | Director of Parks
Manager of Parks
Parks Team Lead
Bylaw Enforcement Officer
Royal Canadian Mounted Police
Animal Control Officer |
| 21. Regional District of Central Okanagan
Community Parks Regulation Bylaw
No. 1431, 2019 | Director of Parks
Manager of Parks
Parks Team Lead
Bylaw Enforcement Officer
Royal Canadian Mounted Police
Animal Control Officer |

2. Schedule 6 (RDCO Regional Parks Regulation Bylaw No. 1105) shall be deleted in its entirety and replaced with Schedule 6 (RDCO Regional Parks Regulation Bylaw No. 1427) attached hereto and forming part of this bylaw.
3. Schedule 21 (RDCO Community Parks Regulation Bylaw No. 1106) shall be deleted in its entirety and replaced with Schedule 16 (RDCO Community Parks Regulation Bylaw No. 1431) attached hereto and forming part of this bylaw.
4. This Bylaw may be cited as the "Regional District of Central Okanagan Ticket Information and Utilization Amendment Bylaw No. 1434, 2019.

READ A FIRST TIME THIS 11th DAY OF April 2019

READ A SECOND TIME THIS 11th DAY OF April 2019

READ A THIRD TIME THIS 11th DAY OF April 2019

ADOPTED THIS 11th DAY OF April 2019

CHAIRPERSON

DIRECTOR OF CORPORATE SERVICES

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1434 cited as the "Regional District of Central Okanagan Ticket Information and Utilization Amendment Bylaw No. 1434, 2019" as read a third time and adopted by the Regional Board on the 11th day of April 2019

Dated at Kelowna, B.C. this
11th day of April 2019

DIRECTOR OF CORPORATE SERVICES

Schedule 6

(Bylaw No. 1434, 2019)

Ticket Offences for Regional District of Central Okanagan Regional Parks Regulation Bylaw No. 1427, 2018

	<u>Section</u>	<u>Fine</u>
Person in a closed park due to hazards	3 b)	\$500.00
Obstruct Bylaw Officer	4 a)	\$150.00
Failure to obey posted sign or notice	4 c)	\$100.00
Possess or consume liquor	4 d)	\$200.00
Defecate or urinate in public	4 e)	\$100.00
Person in Park after park closure times	4 f)	\$100.00
Damage to natural landscape by motor vehicle	4 i) iii	\$500.00
Interfere with person lawfully using park	4 j)	\$100.00
Possess, use or ignite any combustible device	4 k)	\$250.00
Make a fire or open flame	4 l)	\$1,000.00
Smoking in park	4 o)	\$250.00
Violent, lewd or sexual conduct	4 p)	\$250.00
Operate unmanned, remote control or similar device	4 q)	\$100.00
Create nuisance, loiter, harass or accost park users	4 r)	\$150.00
Build or alter any trail	6 a) ii	\$250.00
Damage or remove any park feature	6 a) iii	\$500.00
Build, place or install temporary structure	6 a) iv	\$150.00
Deposit or release any dead or living plant or animal	6 a) vi	\$250.00
Interfere and/or feed wildlife	6 a) vii	\$200.00
Introduce any contaminate into a park or water body	6 a) ix	\$250.00
Litter not in waste receptacle	6 b)	\$250.00
Dispose of domestic, commercial or industrial waste	6 c) i	\$250.00
Cut, remove or damage tree(s)	6 d)	\$1,000.00
Dog off leash - 1st Offence	7 a)	\$150.00
Dog off leash - 2nd Offence	7 a)	\$200.00
Dog off leash - 3rd Offence and subsequent offences	7 a)	\$300.00
Failure to remove dog feces	7 b)	\$150.00
Dog in designated beach area	7 c)	\$100.00
Damage to park property by domestic animal	7 d)	\$100.00
Dog disturbing people or wildlife	7 e)	\$300.00
Dog in prohibited area	7 f)	\$100.00
Horse in prohibited area	7 i) i	\$100.00
Failure to remove horse feces from trail	7 i) ii	\$150.00
Possess or discharge firearm, firework or other without permit	8 a)	\$250.00
Motor vehicle off public roadway or parking lot	9 a)	\$100.00
Illegal Parking	9 c)	\$ 50.00
Park in disabled parking without permit	9 f)	\$100.00
Unsafe operation of vehicle	9 g)	\$100.00
Use of vessel in a designated swim area	9 j)	\$250.00
Endanger or interfere with a designated swim area	9 k)	\$150.00
Attach vessel to swim buoy	9 l)	\$150.00
Moor outside of designated area or boat launch	9 m)	\$200.00

Schedule 6 cont...

Sell in Park	10 a) i	\$200.00
Conduct commercial or business activity	10 a) ii	\$200.00
Advertise in Park	10 a) iv	\$100.00
Park Use Event or Special Event without Permit	11 c)	\$300.00
Breach of Park Use Permit	11 g)	\$150.00

Schedule 21

(Bylaw No. 1434, 2019)

Ticket Offences for Regional District of Central Okanagan Community Parks Regulation
Bylaw No. 1431, 2019

	<u>Section</u>	<u>Fine</u>
Person in a closed park due to hazards	3 b)	\$500.00
Obstruct Bylaw Officer	4 a)	\$150.00
Failure to obey posted sign or notice	4 c)	\$100.00
Possess or consume liquor	4 d)	\$200.00
Defecate or urinate in public	4 e)	\$100.00
Person in Park after park closure times	4 f)	\$100.00
Damage to natural landscape by motor vehicle	4 i) iii	\$500.00
Interfere with person lawfully using park	4 j)	\$100.00
Possess, use or ignite any combustible device	4 k)	\$250.00
Make a fire or open flame	4 l)	\$1,000.00
Smoking in park	4 o)	\$250.00
Violent, lewd or sexual conduct	4 p)	\$250.00
Operate unmanned, remote control or similar device	4 q)	\$100.00
Create nuisance, loiter, harass or accost park users	4 r)	\$150.00
Build or alter any trail	6 a) ii	\$250.00
Damage or remove any park feature	6 a) iii	\$500.00
Build, place or install temporary structure	6 a) iv	\$150.00
Deposit or release any dead or living plant or animal	6 a) vi	\$250.00
Interfere and/or feed wildlife	6 a) vii	\$200.00
Introduce any contaminate into a park or water body	6 a) ix	\$250.00
Litter not in waste receptacle	6 b)	\$250.00
Dispose of domestic, commercial or industrial waste	6 c) i	\$250.00
Cut, remove or damage tree(s)	6 d)	\$1,000.00
Dog off leash - 1st Offence	7 a)	\$150.00
Dog off leash - 2nd Offence	7 a)	\$200.00
Dog off leash - 3rd Offence and subsequent offences	7 a)	\$300.00
Failure to remove dog feces	7 b)	\$150.00
Dog in designated beach area	7 c)	\$100.00
Damage to park property by domestic animal	7 d)	\$100.00
Dog disturbing people or wildlife	7 e)	\$300.00
Dog in prohibited area	7 f)	\$100.00
Horse in prohibited area	7 h)i	\$100.00
Failure to remove horse feces from trail	7 h) ii	\$150.00
Possess or discharge firearm, firework or other without permit	8 a)	\$250.00
Motor vehicle off public roadway or parking lot	9 a)	\$100.00
Illegal Parking	9 c)	\$ 50.00
Park in disabled parking without permit	9 f)	\$100.00
Unsafe operation of vehicle	9 g)	\$100.00
Use of vessel in a designated swim area	9 j)	\$250.00
Endanger or interfere with a designated swim area	9 k)	\$150.00
Attach vessel to swim buoy	9 l)	\$150.00
Moor outside of designated area or boat launch	9 m)	\$200.00

Schedule 21 cont...

Sell in Park	10 a) i	\$200.00
Conduct commercial or business activity	10 a) ii	\$200.00
Advertise in Park	10 a) iv	\$100.00
Park Use Event or Special Event without Permit	11 c)	\$300.00
Breach of Park Use Permit	11 g)	\$150.00