

WYCLIFFE REGIONAL PARK

BUSINESS, STRATEGIC & MARKETING PLAN



*Prepared by: Wendy Booth, Granite River Consulting
E-mail: wndbooth@gmail.com
September 22, 2020*

TABLE OF CONTENTS

Executive Summary	5
Background	6
Management	7
Financials	8
Capital Equipment List.....	9
Current Facilities	10
Ballpark (Upper Level)	10
Area 1:.....	10
Area 2:.....	10
Main Level.....	11
Area 3:.....	11
Lower Level	11
Area 4:.....	11
Creek Level.....	12
Area 5:.....	12
Area 6:.....	13
Memorial Gardens.....	14
Caretaker's Residence on Site	14
Park Equipment Shop yard	14
Leases in Place	15
Girl Guides of Canada	15
Spinning B Holdings	15
Historical Usage	16
Annual Usage	16
2019 Registered user information	17
Booking Process	18
Current State Assessment	19
Vision	19
Mission.....	19
Core Values	19
SWOT Analysis.....	19
Strengths.....	19

Weaknesses	20
Opportunities	20
Threats	20
Proposed Increase Revenue and Cost Reductions	21
Revenue Increases.....	21
COST REDUCTION Options.....	22
Proposed Revised Budget	23
Recommendations	24
Strategic Plan – Future Opportunity Assessment.....	25
Purpose	25
SWOT Analysis – Future Opportunities	26
Recommendations	29
Park Experience	29
Revenue Opportunities with Existing Amenities	29
Park Operations.....	32
New Amenities	34
Marketing Strategy	37
Proposed Marketing Strategy	38
Appendices	40
Appendix A – Bylaw #2833 Parks	40
Appendix B – Facility Use Permit	55
Appendix C – RDEK Special Event License	61
Appendix D – Lease Contracts	65
Girl Guides of Canada	65
Spinning B Holdings	74

EXECUTIVE SUMMARY

The purpose of this report is to provide recommendations and various options for the Regional District of East Kootenay (RDEK) to consider for the benefit and sustainability of Wycliffe Regional Park (WRP). WRP is owned and managed by the RDEK, the park is managed by a full-time staff member of the RDEK along with summer staff. This is unique as other parks within the RDEK are managed by seasonal and summer staff or contractors. In comparison to other RDEK parks, the budget allocated to this park is high, and funded by all residents within the RDEK through taxation.

This report is broken into three (3) sections:

1. Business Plan

A review of current operations and management; providing recommendations to increase revenue generation and reduce operating expenses while maintaining the current level of service.

2. Strategic Plan

This section considers new amenities that could be offered at WRP. In addition, it looks at various park management options for consideration. Each option is outlined with a recommendation, estimated cost and a SWOT analysis.

3. Marketing Strategy

The current marketing of WRP is outlined and recommendations to increase the profile and usage of the park are provided.

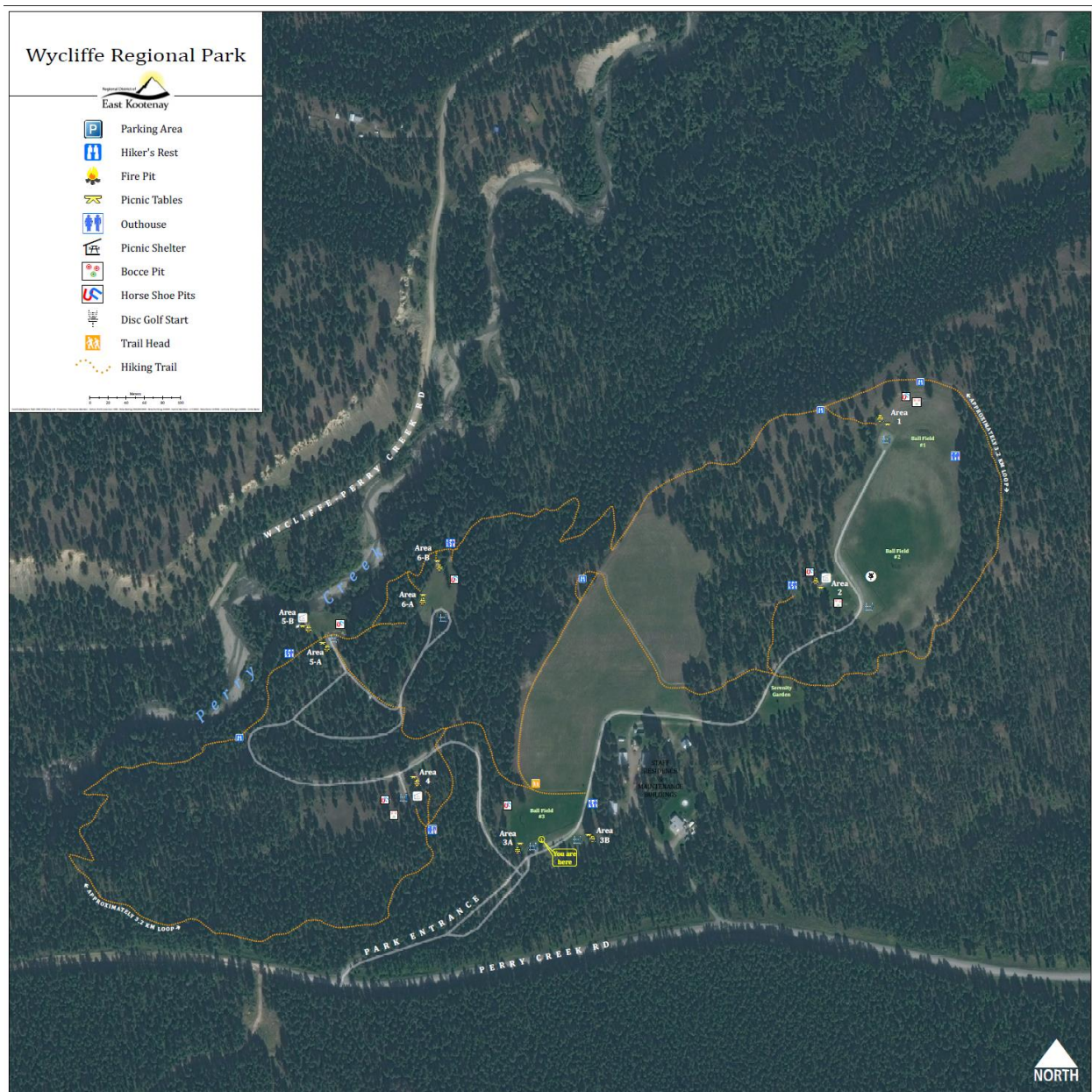
This document outlines several recommendations. The most significant opportunities to increase revenue include the introduction of user fees and the opportunity for the public to purchase memorial trees, benches and picnic tables. Cost saving opportunities include:

- Discontinue the irrigation system in large areas as this activity requires significant staff time; and
- Contracting the mowing and trimming of the grounds to a private company or individual.

In the long term, it is recommended that the RDEK develop overnight camping facilities, increase the number of long terms leases, and [REDACTED].

The RDEK is tasked to ensure taxpayer funded facilities are managed and operated in a sustainable and fiscally responsible manner, recommendations included in this document would achieve that.

BACKGROUND



WRP is a day use park located on Perry Creek Road between Cranbrook and Kimberley. At one hundred and sixty-four (164) hectares, it's large size and various facilities make this park an excellent venue for large events such as family reunions, birthday parties, school groups, weddings, picnics, company outings, baseball and disc golf tournaments or smaller gatherings for folks who enjoy being outside. The current land use zoning for the park is P-2, WRP is in compliance with the permitted uses. The park is open from mid April to mid October annually, daily it is open from 8:00 am to 9:00 pm, with seasonal adjustments depending on the hours of daylight.

Currently eighty (80) hectares are developed for park use; amenities include:

- six (6) areas with a total of nine (9) picnic sites and seating capacity ranging from sixteen (16) people to a hundred and fifty (150) people
- three (3) picnic shelters, several BBQ pits, bocce pits and horseshoe pits
- four (4) wheelchair accessible outhouses
- three (3) baseball fields and several smaller action sports fields
- 3.2 km WRP Discovery Trail that winds its way through the park which has several rest sites and lookouts.
- an eighteen (18)-hole disc golf course (opened in the fall of 2017), located in the wooded area surrounding the upper level of the park.
- a memorial garden offering a quiet place of reflection and solace

see complete facility descriptions under [Current Facilities](#)

Although there is no swimming area, Perry Creek runs through the park and there is a beautiful picnic area by the water with a view of the hoodoos. Dogs on leashes are welcome at the park. Overnight camping and motorized recreational vehicles such as ATV's and dirt bikes are currently not permitted. There are two long term leases currently in place; Girl Guides of Canada Cranbrook Branch lease land for their private use; Spinning B Holdings has a grazing lease for horses.

MANAGEMENT

WRP is a regional park, which is regulated under RDEK bylaw 2833. [See Appendix A – Bylaw #2833 Parks](#). This bylaw sets out the parameters by which the park is managed and governed. For any event with greater than fifty (50) participants in attendance, a facility use permit is required [Appendix B – Facility Use Permit](#). Groups over five hundred (500) require a special events license. See [Appendix C – RDEK Special Event License](#). These permits are free of charge and are administered by the RDEK. If a group wishes to serve alcohol at an event, then proof of insurance and a special events permit issued by the BC Liquor Branch is required and is at the groups expense. The Environmental Services Department provides annual budgeting, oversight, and direction for WRP, while the RDEK board approves the annual budget.

The day to day operations are managed by a full-time employee (Park Foreman) of the RDEK that resides on site year-round in the caretaker's house. During the summer months, there has been two (2) or three (3) seasonal summer students. It should be noted that WRP staff are shared with the Wycliff Exhibition Grounds (WEG). Operations of the park includes lawn mowing, irrigation, site preparation and clean-up. Park users can reserve certain sites within the park of which there are no booking fees. In recent years there have been several capital upgrades with the aim to reduce ongoing maintenance costs, such as replacing parking railings with barrier rocks, reducing and replacing the number of outhouses with wheelchair accessible outhouses and installing inground garbage containers that require minimal maintenance. The park is not maintained for winter use.

FINANCIALS

The 2020 operating budget for the park is \$146,961 with approximately \$6,400 budgeted for annual revenue, the remainder of the operating budget is recovered by property taxes.

	Actual 2018	Actual 2019	Budget 2020
Revenue			
Rental revenue	\$5,900.00	\$5,900.00	\$5,900.00
Hay Revenue	\$500.00	\$500.00	\$500.00
	\$6,400.00	\$6,400.00	\$6,400.00

Expenses			
Salaries & benefits			
Management	\$10,113.00	\$11,629.00	\$11,790.00
Park Foreman	\$69,763.00	\$73,405.00	\$72,156.00
Seasonal Staff	\$26,580.00	\$18,671.00	\$12,115.00
Office/printing	\$1,300.00	\$1,100.00	\$600.00
Insurance	\$2,360.00	\$2,500.00	\$2,725.00
Fertilizer	\$2,350.00	\$1,600.00	\$2,000.00
Picnic Table replacement	-	-	\$1,500.00
Hazard tree removal	\$1,000.00	\$3,000.00	-
House repairs	\$1,000.00	\$1,200.00	\$1,200.00
Irrigation system	\$1,500.00	\$1,500.00	\$1,500.00
Operations & maintenance	\$8,000.00	\$8,000.00	\$8,000.00
Signage maintenance	\$500.00	\$500.00	\$500.00
Wiring upgrades	\$500.00	\$500.00	\$500.00
Septic clean-out	\$500.00	-	\$1,000.00
Fire pit installs	\$4,900.00	-	-
Outhouses	\$22,800.00	-	-
Barrier rocks	-	\$7,000.00	\$2,500.00
Fencing	\$600.00	\$600.00	-
In ground garbage cans	-	-	\$3,500.00
Fleet costs	\$11,200.00	\$11,200.00	\$11,300.00
Consulting fees	-	-	\$5,000.00
Phone & internet	\$2,450.00	\$1,325.00	\$825.00
Utilities	\$3,400.00	\$4,000.00	\$4,200.00
Shared overhead	\$9,249.00	\$11,570.00	\$10,458.00
Tractor replacement	\$15,000.00	-	-
Total Expenses	\$195,065.00	\$159,300.00	\$153,369.00

Net Loss	(\$188,665.00)	(\$152,900.00)	(\$146,969.00)
----------	----------------	----------------	----------------

CAPITAL EQUIPMENT LIST

- Truck F 150, 1/2 ton, 4X4 – year: 2012
- Truck F 350 + 1 ton + hoist – year: 1994
- Tractor JD-4300, 4X4 + front loader + bucket – year: 2000
- Lawn Tractor JD-Z950 + mower unit – 78" – year: ca. 2014
- Lawn Tractor JD-X304 + mower unit - 42" – year: 2007
- Lawn Tractor JD-LT180 + mower unit – 48" – year: 2002
- Lawn Tractor JD-265 + mower unit - 48" - year: 1993
- ATV Polaris Ranger 700 EFI – year: 2009
- Bobcat S 300 Turbo – year: 2005
- Hayshed Tandem trailer for Trucks, 5 ton, flat bed – year: 1996



Looking towards Site 1

CURRENT FACILITIES

Road System: 2.5 km of gravel roads that connect all picnic areas, including several parking areas.

Trail system: 3.6 km round trail “WRP Discovery Trail” with access pathways from/to all picnic areas; several hiker’s rest sites, equipped with 1 picnic table each and several look out spots.

Disc Golf Course: 18 holes, located in the wooded area around the upper level.

BALLPARK (UPPER LEVEL)

AREA 1:

- 5 picnic tables with up to 40 seats
- 1 fire pit
- 1 cigarette receptacle box
- 1 dog waste bag dispenser box
- 1 bocce pit
- 2 horseshoe pit sets
- 1 baseball field with backstop
- parking lot for 6 cars (over-flow parking for 40 cars between Area # 2 and # 1)
- access pathway to WRP discovery trail

AREA 2:

- 1 picnic shelter covering 9 picnic tables with up to 72 seats
- outside area with 19 picnic tables with up to 52 seats
- 2 fire pits
- 1 wheelchair accessible outhouse
- 1 inground garbage container
- 1 cigarette receptacle box
- 1 dog waste bag dispenser box
- 1 bocce pit
- 3 horseshoe pit sets
- 1 baseball field with backstop
- parking lot for 40 cars (over-flow parking for 40 cars between Area # 2 and # 1)
- access path to WRP discovery trail



MAIN LEVEL

AREA 3:

- 1 horseshoe pit
- 1 baseball field with backstop
- 1 wheelchair accessible outhouse (located between site A + B)
- 1 dog waste bag dispenser box
- parking lot for 50 cars
- access path to WRP discovery trail
- 2 picnic sites (A+B)
- 1 inground garbage container

SITE A:

- 3 picnic tables with up to 24 seats
- 1 cigarette receptacle box
- 1 fire pit

SITE B:

- 3 picnic tables with up to 24 seats
- 1 cigarette receptacle box
- 1 fire pit

LOWER LEVEL

AREA 4:

- 1 picnic shelter with 9 picnic tables with up to 72 seats
- electrical outlet near picnic site
- 1 wood stove in shelter
- outside area with 16 picnic tables with up to 136 seats
- 2 fire pits
- 1 wheelchair accessible outhouse
- 1 inground garbage container
- 1 cigarette receptacle box
- 1 dog waste bag dispenser box
- 1 bocce pit
- 3 horseshoe pit sets
- 1 small action field beside picnic site
- 1 large action field with sandbox
- parking lot for 20 cars – over-flow parking along roadsides
- access path to WRP discovery trail



CREEK LEVEL

AREA 5:

- shore-line Perry Creek
- 1 wheelchair accessible outhouse (located between area # 5 and # 6)
- 1 horseshoe pit
- 1 dog waste bag dispenser box
- parking lot for 10 cars – overflow outside 5 cars
- access path to WRP discovery trail
- 1 inground garbage container

SITE A:

- 1 smaller picnic-shelter with 4 picnic tables with up to 32 seats
- outside area with 4 picnic tables with up to 32 seats
- 1 cigarette receptacle box
- 1 fire pit

SITE B:

- 2 picnic tables with up to 16 seats
- 1 cigarette receptacle box
- 1 fire pit



AREA 6:

- 1 horseshoe pit
- 1 wheelchair accessible outhouse
- 1 dog waste bag dispenser box
- parking lot for 8 cars – overflow parking for 30 cars
- access path WRP discovery trail and Perry Creek
- 1 inground garbage container

SITE A:

- 3 picnic tables with up to 24 seats
- 1 cigarette receptacle box
- 1 fire pit

SITE B:

- 3 picnic tables with up to 24 seats
- 1 cigarette receptacle box
- 1 fire pit

MEMORIAL GARDENS

- 3 picnic tables with up to 24 seats

CARETAKER'S RESIDENCE ON SITE

The caretakers house is a single level residence with a basement estimated to have been constructed prior to 1970 with several upgrades and renovations over the years. It is 24mx20m in size. The main floor of the house has three (3) bedrooms, one (1) full bathroom, kitchen and living room. The basement has two (2) bedrooms and a cold room. The basement has experienced partially wet conditions during heavy rain events and spring melt. Drainage pipes were installed approximately four (4) years ago to mitigate this, however ground water still exists in certain circumstances. The main source of heat is a propane furnace and a wood stove. It is serviced by a water well and septic system. Adjacent to the residence there is a woodshed that was built 30-40 years ago and it is in need of repair.

PARK EQUIPMENT SHOP YARD

The park equipment shop yard is near the caretaker's residence that provides storage, a shop and staging area for WRP equipment and maintenance. This area includes:

- Workshop (9mx13m) including a bathroom and small office.
- Tractor garage (9mx13m) to store all mowing equipment, loader tractor, dump truck and bobcat.
- Storage garage (9mx13m) for miscellaneous items such as lumber, water truck, Polaris Ranger, small engine equipment.
- Pumphouse for the irrigation system parts and supplies.
- Hydro house which contains hydro meters for residence and park.
- Shop pump house contains the water pump that supplies the shop and uphill picnic sites and residence.
- Gas station to store gas, oil and other flammable items.

These buildings are not heated, nor winterized.

LEASES IN PLACE

GIRL GUIDES OF CANADA

The Girl Guides of Canada Cranbrook Branch has a twenty-five (25) year lease for four (4) hectares of land for the sole purpose of wilderness and recreational activities, as well as sanctioned activities under Girl Guides of Canada. The lease was signed on April 14, 2009. The annual lease amount payable to the RDEK is \$600.00 for the first ten (10) years, then it is to be reviewed. The lease was reviewed in 2019 and no changes were made. The Girl Guides are responsible for all lease hold improvements, access road, landscaping, insurance, hydro, water, and sewer servicing. In 2011, the Girl Guides were issued a manufactured home placement permit, which was completed in 2015. This building is 342 square meters in size, there is a bunk room with twelve (12) bunk beds, a smaller leaders bunk room with four (4) bunks, a large open room with commercial kitchen and washroom facilities. In addition, there is outside areas for tent camping. This building is used year-round, mostly for week-end use, the prime season being May to mid July. See Appendix D - [Girl Guides of Canada](#)

SPINNING B HOLDINGS

Spinning B Holdings has a service contract for grazing and related activities on approximately 4.5 hectares of land. This contract was signed May 1, 2019 for five (5) years for an annual amount of \$500.00, payable to the RDEK. The contractor is responsible for fence maintenance including all materials and labour. The use of the land is for animal grazing and related improvements such as forage/hay cultivating, harrowing, seeding, and/or fertilizing. See Appendix D - [Spinning B Holdings](#)

HISTORICAL USAGE

ANNUAL USAGE

The following table provides information to overall usage of WRP, detailed data such as site usage breakdown, group size, and specific dates were not captured for non-registered users and others.

YEAR	area / sites reservations	registered user	non - registered site user	others	TOTAL USER	Comments
2019	172	6,123	2,069	421	8,316	Potentially lower usage due to not providing split fire wood and/or applications for permits
2018	160	7,290	2,463	501	10,254	
2017	155	7,970	2,693	547	11,210	
2016	172	7,230	2,443	497	10,170	
2015	141	6,980	2,358	479	9,817	temporary park closure during the season due to total fire ban
2014	143	6,910	2,334	475	9,719	temporary total fire ban
2013	138	5,610	1,895	385	7,890	
2012	131	5,780	1,953	397	8,130	
2011	111	5,150	1,740	354	7,244	
2010	128	5,350	1,807	367	7,524	
2009	107	4,220	1,426	290	5,936	unusual decrease / wildfire closure
2008	124	4,850	1,639	333	6,822	
2007	119	4,610	1,557	317	6,484	
2006	110	4,350	1,470	299	6,119	

2019 REGISTERED USER INFORMATION

The tables below, includes groups that reserved space at WRP. It does not include non-registered day users nor the number of individuals in each group. With no detailed records kept for non-registered users, overall site popularity cannot be verified.

Park Area	Booking by Area	2019 Booking Frequency
Site 2	33%	16
Site 4	17%	8
Site 5 B	15%	7
Site 5 A/B	10%	5
Site 2 & Disc Golf	6%	3
Site 1	4%	2
Site 5	4%	2
Site 1 & 2	2%	1
Site 2 & Ball Field 1 & 2	2%	1
Site 2 & Ball Field 2	2%	1
Sites 4 & 5 A/B	2%	1
Site 6 A/B	2%	1

Group size	Frequency	Percentage
1-10	3	7%
11-20	11	26%
21-35	12	28%
36-50	7	16%
51-100	6	14%
101-200	3	7%
200+	1	2%

Booking Type	Frequency	Percentage
Corporate Event	6	10%
Family Event	19	30%
Non-Profit Event	15	24%
School Event	14	22%
Unspecified	9	14%

Usage by Day of the Week	Frequency	Percentage
Sunday	8	17%
Monday	5	10%
Tuesday	4	8%
Wednesday	5	10%
Thursday	7	15%
Friday	4	8%
Saturday	15	31%

Month	Frequency	Percentage
April	1	2%
May	6	13%
June	10	21%
July	2	4%
August	14	29%
September	7	15%
October	8	17%
Grand	48	100%

BOOKING PROCESS

For group bookings, the following is the process:

- Groups call the RDEK Environmental Services Secretary
- The required information is collected
- For groups greater than fifty (50) people a facility permit is required
- The facility use permit application is provided
 - The application is processed by the RDEK Environmental Services Secretary
 - The permit is issued
- For groups that wish to provide alcohol at the event, regardless of the number of people, the following is required:
 - A facility use permit issued by the RDEK
 - A special events permit is required from the BC Liquor Branch
 - Proof of insurance
- For groups under fifty (50) people, email confirmation is sent.
 - A facility use permit is **not** required

[See Appendices B & C](#)

CURRENT STATE ASSESSMENT

VISION

Provide an inviting natural setting; offering different amenities that appeal to families, groups, and individuals of all ages.

MISSION

WRP mission statement is to enhance the experience of the visitors by providing a well-maintained park; preserving open spaces; opportunities for families and groups in the region to gather, celebrate, contemplate, and engage in activities that promote health, well-being, community and the environment.

CORE VALUES

- Accessible
- Community
- Natural Environment
- Healthy Living

SWOT ANALYSIS

STRENGTHS

- Well maintained
- Proximity to Cranbrook and Kimberley
- 18-hole disc golf
- Quality and variety of amenities
- Ability to host groups of various sizes and age groups
- Ability to host multiple groups at the same time
- Caretakers residence on site
- Irrigation feed lines to some sites
- Water facets at some sites (non potable water)
- Family oriented
- Natural environment, outside space
- Two (2) long term leases
- Affordable to public

WEAKNESSES

- Expectation that it is free
- High Irrigation system costs
- High operating costs to the regional taxpayer
- Ageing infrastructure
- Park is underutilized
- Lack of data for non-registered users
- Lack of promotion/marketing

OPPORTUNITIES

- Overnight camping
- Winter activities
- Demand for camping is increasing
- Memorial Garden; trees/benches as revenue source
- Mountain biking/trails
- Unused tenting/camping space
- New revenue sources; donation box
- Online bookings/group management
- Fee structure to offset operating costs
- Marketing the park to new users; festivals, community groups

THREATS

- Pandemic
- Forest Fire
- Potential lack of RDEK Directors support for taxation
- Staff succession plan

PROPOSED INCREASE REVENUE AND COST REDUCTIONS

REVENUE INCREASES

Adopt a fee structure, this will increase revenue by 37% or \$2,357.90 based on 2019 registered group usage numbers.

Site 1	\$30.00	plus \$1.00 per person over 30 people, kids under 12 free
Site 2	\$40.00	plus \$1.00 per person over 30 people, kids under 12 free
Site 3	\$30.00	plus \$1.00 per person over 30 people, kids under 12 free
Site 4	\$40.00	plus \$1.00 per person over 30 people, kids under 12 free
Site 5	\$40.00	plus \$1.00 per person over 30 people, kids under 12 free
Site 6	\$30.00	plus \$1.00 per person over 30 people, kids under 12 free

2019 bookings	2019 Booking Frequency	2019 Users (over 30)	Site - Flat Rate	Per Person Rate (over 30)	Revenue
Site 1	3		\$30.00	\$1.00	\$90.00
Site 2	22	720	\$40.00	\$1.00	\$1,600.00
Site 3	0		\$30.00	\$1.00	\$0.00
Site 4	9	24	\$40.00	\$1.00	\$384.00
Site 5	15	46	\$40.00	\$1.00	\$646.00
Site 6	1	24	\$30.00	\$1.00	\$54.00
Total Revenue from fees					\$2,774.00
Administration to fee			-10%		-\$277.40
Reduction in users due to fees*			-5%		-\$138.70
Total Revenue after expenses to administer & user reduction due to fee structure					\$2,357.90

Assumptions

- Sites include adjacent open fields.
- Children under 12 are free; estimated at 20%.
- An administration fee of 10% to cover staff expenses.
- An estimated 5% reduction in users, due implementing a fee structure which could be offset by increased marketing efforts.
- If more than one site is booked, site fee charged for each site, however only one per person charge.

COST REDUCTION OPTIONS

1. Discontinue the irrigation of large areas, this will result in savings in several budget items.
 - a) An estimated reduction in Park Foreman and summer staff salaries of 20% or \$16,854.00.
 - b) The elimination of the irrigation budget line item of \$1,500.00.
 - c) A reduction in fertilizer costs of 75% or \$1,500.00.
 - d) An estimated reduction in operations and maintenance costs of 50% or \$4,000.00.
2. Contract lawn mowing and trimming to an independent contractor.
 - a) Reduce the amount of mowing to 11 times per season, based on quote of \$21,100.00.
 - b) An estimated reduction in management salaries by 10% or \$1,179.00.
 - c) An estimated reduction in Park Foreman salaries by 30% or \$21,647.00.
 - d) Seasonal students no longer required.
 - e) The elimination of the irrigation budget line item of \$1,500.00.
 - f) A reduction in fertilizer cost of 100% or \$2,000.00.
 - g) An estimated reduction in operations and maintenance cost of 75% or \$6,000.00.
 - h) A re-allocation of shared overhead.

PROPOSED REVISED BUDGET

Revenue	Budget	Proposed recommendations	Proposed recommendations
	2020	Discontinue irrigation	Contract mowing and trimming
Rental revenue	\$5,900.00	\$5,900.00	\$5,900.00
Hay Revenue	\$500.00	\$500.00	\$500.00
User Fees		\$2,358.00	\$2,358.00
	\$6,400.00	\$8,758.00	\$8,758.00
Expenses			
Staff salaries and benefits	\$89,653.00	\$72,523.00	\$53,792.00
Contract grass maintenance			\$23,100.00
Office/printing	\$600.00	\$600.00	\$600.00
Insurance	\$2,725.00	\$2,725.00	\$2,725.00
Fertilizer	\$2,000.00	\$500.00	\$0.00
Picnic table replacement	\$1,500.00	\$1,500.00	\$1,500.00
House repairs	\$1,200.00	\$1,200.00	\$1,200.00
Hazard tree removal	\$1,500.00	\$1,500.00	\$1,500.00
Irrigation system	\$1,500.00	\$0.00	\$0.00
Operations and maintenance	\$8,000.00	\$4,000.00	\$2,000.00
Signage maintenance	\$500.00	\$500.00	\$500.00
Wiring upgrades	\$500.00	\$500.00	\$500.00
Septic clean-out	\$1,000.00	\$1,000.00	\$1,000.00
In ground garbage cans	\$3,500.00	\$0.00	\$0.00
Fleet costs	\$11,300.00	\$11,300.00	\$11,300.00
Phone & internet	\$825.00	\$825.00	\$825.00
Utilities	\$4,200.00	\$4,200.00	\$4,200.00
Shared overhead	\$10,458.00	\$10,458.00	\$10,458.00
	\$137,461.00	\$113,331.00	\$115,200.00
Net Loss	(\$131,061.00)	(\$104,573.00)	(\$106,442.00)

RECOMMENDATIONS

Introduce user fees as a method to increase park revenue.

If the irrigation system is discontinued in large areas, and the lawn mowing and trimming remains responsibility of WRP staff, the savings to the overall budget would be 20% or \$26,488.00.

If irrigation is discontinued in the large areas, and lawn mowing and trimming are contracted to an independent contractor, the savings to the overall budget would be 19% or \$24,619.00.

The difference between maintaining lawn mowing and trimming inhouse or contracting the lawn mowing and trimming to an independent contractor are similar in savings. The decision on which direction to go, should be made in consideration of overall park management and potential new amenities that are explored further in this report. For instance, if overnight camping were to proceed, it is likely a better option to maintain lawn mowing and trimming in house.

It should be noted, potentially there are further costs savings with contract lawn mowing and trimming in fleets cost, management salaries, operations and maintenance.

Discontinuing irrigation in the large areas could result in lower usage in those areas.

The recommendation would be to introduce user fees, discontinue irrigation in large areas and decide on whether to contract lawn mowing and trimming to an independent contractor in conjunction with longer term park management and operations. In addition, the decisions made for WRP should be done in conjunction with WEG.

PURPOSE

The strategic plan will outline several options and recommendations the RDEK could consider implementing in the future. Some options and recommendations will add value without a direct impact on revenue generation while other options and recommendations would require operational and/or capital investments and will directly impact revenue generation and/or operational savings.



SWOT ANALYSIS – FUTURE OPPORTUNITIES

	Strength	Weakness	Opportunity	Threat	Recommendation
Park experience					
Rename sites to reflect First Nations language and culture	Create a unique identity for each site	Selecting names that are hard to pronounce and understand	Develop a stronger relationship with First Nations		Rename the sites in partnership with First Nations
Revenue opportunities with existing amenities					
Introduce user fees	Increase revenue	Will change the expectations for users, increase admin fee	Increase revenue, improved park management	Potential to lose users	Introduce park fees
Donation box at Disc golf course	Increase revenue	Users may expect donations to be used for disc golf improvements, that is not the intention	Minimal increased revenue	Donation box stolen and/or vandalized	Continue to offer disc golf as free
Sell Firewood	Increase revenue	Will change the expectations for users, increase labor and admin costs	Increase revenue, closer oversight of users	Potential to lose users	Not proceed with firewood sales
Charge for memorial trees, benches and picnic tables	Create a special place for folks to remember a loved one, creates a sense of place	May need to limit the number of trees, benches and picnic tables at certain locations, potential to increase maintenance and admin costs	Increase revenue, provides new amenities, gives folks a sense of peace		Create a fee structure for memorial trees, benches and picnic tables

	Strength	Weakness	Opportunity	Threat	Recommendation
Seek long term leases	Guaranteed annual revenue, underutilized land is used	Expectation from users' groups that lease rates are low	Utilize unused land, increased usage of the park	Give up land for future opportunities	Seek long term lease for 20 hectares
Park operations					
Seasonal Park Foreman	Reduce staff salaries	Reduced on-site visibility	Reduce salary costs	Loss of security	Consider seasonal park foreman position
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
New Amenities					
Online booking system	Improved record keeping will result in improved management, using available technology	Technology challenges, potential admin costs	Using technology, increased usage of the park, improved data collection		Introduce an online booking system
Set daily hours	Park users know the hours of operation, reduce overtime hours	Will change the expectations for users	Develop structure and expectations for users	Could upset park users	Set daily posted hours
Winter activities	Year-round park exposure	Increased capital and operational costs	Year-round park usage	Uncertainty of demand	No winter park uses

	Strength	Weakness	Opportunity	Threat	Recommendation
Overnight camping	Increase park usage, increased demand for camping opportunities	Capital costs, uncertainty of success	Increase revenue, increased park usage	Forest fire, disrupting day users and long-term leases users	Introduce overnight camping
Children's playground	Increase park experience	Increased capital costs and, insurance costs with no direct increase in revenue	Offer kids activities, attract families to the park	Injured children, increased liability exposure	No children's playground
Shower House	An additional amenity to the park	Minimal usage, likely only tenters, high capital and operational costs	Benefit to campers/tenters	Vandalism, uncertainty with potable water	No shower house
Beach Volleyball Court	An added amenity to the park, low capital cost and operations	Low usage, select user groups	An added amenity to the park, attract unique users	Potential for injury, increased liability exposure	Consider beach volleyball at Site 1
Lawn Bowling	An added amenity to the park, low capital and operations	Low usage, select user groups	An added amenity to the park, attract unique users	Potential for injury, increased liability exposure	Consider lawn bowling at site 4.

RECOMMENDATIONS

PARK EXPERIENCE

1. Rename the sites using traditional place or culturally significant names.

WRP sits on the unceded territory of the Ktunaxa people. In recognition and respect for First Nations using traditional names for the sites would enable a closer relationship to the land and natural environment which is a core value of WRP. Currently the park has seven (7) unique sites.

As an example, site #4 is in a wooded area could be called Himu which is the Ktunaxa name for Ponderosa Pine.

The current budget has a line item of \$500.00 for signage, the recommendation would be to use these funds for this project.

Recommendation – Rename the seven (7) unique sites with First Nation names that are easy to pronounce in the traditional language.

Financial impact – Maintain signage budget line item of \$500.00/year.

REVENUE OPPORTUNITIES WITH EXISTING AMENITIES

1. Introduce user fees

As with many day use parks in the interior of British Columbia and Southern Alberta, park user fees are in place. This applies for group bookings and individuals that wish to reserve a certain spot for a certain time. There is no fee structure for walk-ins, however there is also no guarantee of certain spots being available.

Recommendation – Introduce a park fee structure as suggested below.

Financial impact – Based on 2019 group usage numbers, park fees would increase revenue by 37% or \$2,357.90.

WRP Proposed Fee Structure					
2019 bookings	2019 Booking Frequency	2019 Users (over 30)	Site - Flat Rate	Per Person Rate (over 30)	Revenue
Site 1	3		\$30.00	\$1.00	\$90.00
Site 2	22	720	\$40.00	\$1.00	\$1,600.00
Site 3	0		\$30.00	\$1.00	\$0.00
Site 4	9	24	\$40.00	\$1.00	\$384.00
Site 5	15	46	\$40.00	\$1.00	\$646.00
Site 6	1	24	\$30.00	\$1.00	\$54.00

Total Revenue from fees				\$2,774.00
Administration to fee		-10%		-\$277.40
Reduction in users due to fees*		-5%		-\$138.70
Total Revenue after expenses to administer & user reduction due to fee structure				\$2,357.90

* the table above reflects registered users for 2019, the projected revenue would be higher if non-registered user data was collected.

2. Donation box disc golf course

While there is uncertainty whether a donation box at the first hole of the disc golf course would generate much revenue, any revenue received would offset the maintenance and operational of costs of WRP not solely the disc golf course. The donation box would need to be secure and checked on a regular basis.

Recommendation - Maintain disc golf as a free amenity.

3. Sell firewood

It would be reasonable to charge for a bundle of firewood. The recommended price per bundle would be \$7.00. Each bundle would provide enough wood to last 1-2 hours.* The decision to sell firewood should be reconsidered when all park user data is collected and reported.

# of Groups (Registered 2019)	Average # of Wood Bundles per group (Registered 2019)	Sale price/wood bundle	Potential Revenue
If no user fees charged			
43	2	\$7.00	\$602.00
If fees are charged each booking received one complimentary wood bundle			
43	1	\$7.00	\$301.00

Recommendation - not to sell firewood due to costs to administer.

* the table above reflects registered users for 2019, the projected revenue would be higher if non-registered user data was collected.

4. Memorial Trees, Benches and Picnic Tables

WRP could create a fee structure for memorial benches, trees and picnic tables. This is popular program for many parks and public spaces. The fees to have these built and placed or planted on site would be the actual costs for materials and installation, including a dedication plaque. The ongoing maintenance and upkeep would be the responsibility of the purchaser. The location of the trees, benches and picnic tables would be mutually agreed on by the purchaser and RDEK.

Recommendation – Create a fee structure for memorial trees, benches and picnic tables at the park, with the following price structure:

- Memorial tree \$300.00
- Memorial bench \$600.00
- Memorial picnic table \$1,500.00

Financial impact- Estimated annual revenue \$4,590.00.

	Annual number	Cost per unit	Total Cost
Trees	4	\$300.00	\$1,200.00
Benches	4	\$600.00	\$2,400.00
Picnic tables	1	\$1,500.00	\$1,500.00
10% Admin Fee			-\$510.00
Revenue			\$4,590.00

5. Long-term Leases

Currently, there are eighty-four (84) hectares of undeveloped land within WRP. There is the opportunity to seek long-term leases like those currently in place for Girl Guides Canada and Spinning B Holdings. Examples include:

- Children's day Camps
- Boys and Girls Club of Canada
- Ktnuaxa Interpretive Centre
- Historical Re-enactment Clubs
- Outdoor leadership school

Recommendation – Seek long term leases for twenty (20) Hectares of undeveloped land, either individually or collectively.

Financial impact – Based on the current average lease rate of \$130 per hectare, the estimated annual revenue generated would be \$2,600.00. The lease rate of \$130 per hectare is considered low. If new long-term leases were to be secured, the recommendation is to increase the lease rate to \$200 per hectare, generating an estimated \$4,000.00 in revenue annually.

	Approx. Hectares Leased	Annual Revenue
Girl Guides Canada	4	\$600.00
Spinning B Holdings	4.5	\$500.00

PARK OPERATIONS

1. Park Foreman to be a seasonal employee from April to October.

Currently the Park Foreman is a full-time management position. Based on a detailed review of 2018 hours it revealed that significant savings in staff salaries can be achieved with the Park Foreman position being a seasonal full-time position. With a reduction in hours of employment for the Park Foreman, the following tasks would be reduced or eliminated.

- Mowing and trimming of grounds would be contracted.
- Discontinue irrigation in large areas.
- Reduction in operation and maintenance.
- Reduce overtime hours.
- Reduction in additional seasonal summer staff.

2018 Park Foreman Salary	
Hours March 19-Nov 2	
Regular	1,154
Banked Overtime	163
Banked Stat	31
Vacation hours	168
Salary	\$69,763.00
Proposed Foreman Position	
Hours April 1-Oct 31	980
35 hours/week/28 weeks @\$30.32/hour	\$29,713.00
Savings	\$40,050.00
	43%

Recommendation – Consider a full-time seasonal Park Foreman position.

Financial impact - This would reduce the Park Foreman salary by 43% or \$40,050.00.

2. [REDACTED]

[REDACTED]

Recommendation - [REDACTED]

Financial impact – [REDACTED]

3. Online booking system

Presently the data collected for WRP is lacking for non-registered users. With the introduction of user fees and an online booking system, proper data collection and tracking will be more in depth. This will identify opportunities for improvement based upon usage trends. Should user fees be implemented accurate data collection and record keeping will be even more important.

Recommendation - Introduce an online booking system. Such as:

- Skedda (<https://www.skedda.com/>)
- WebRez Pro (<https://www.webrezpro.com/pms-for-campgrounds/>)
- Custom Software

Financial impact – To be determined by the subscription or cost of custom software development. An assessment would be required. Monthly subscriptions (\$30 – \$100 per month) are based upon number of sites to be booked. Savings would be realized in online booking functionality and auto reporting thereby alleviating staff time.

Operational Impact – Improved efficiency and reporting. Could require initial investment of time and effort by operational staff to set up but ongoing will result in consistent and accurate reporting. Also, could enable maintenance scheduling.

4. Daily set hours

Currently, the hours of WRP vary depending on the amount of daylight, however there are no posted hours of operation. On occasion the Park Foreman has had to search for late park users, thus resulting in overtime hours which result in increased salary costs. This would reduce late closing of the park and provide clear expectation for park users.

Recommendation- Post daily hours of operation, that would vary depending on the time of year as follows:

- April closing time 8:00 pm
- May closing time 8:30 pm
- June and July closing time 9:00 pm
- Aug closing time 8:30 pm
- Sept and October closing time 8:00 pm

Financial impact – Maintain signage budget line item of \$500.00/year.

NEW AMENITIES

1. Winter Activities

Currently WRP does not offer any winter or off-season activities. The RDEK could extend the parks operating season to include winter activities such as cross-country skiing and skating. These services would require increased costs to WRP budget. Such as increased staffing/contracting, snow removal, track setting and skating rink development.

Recommendation - Do not offer winter activities.

2. Overnight Camping

a) Site 3

In 2019, the RDEK researched the location and costs for ten (10) overnight camping sites around the field north of Site 3. By offering overnight camping this would increase the usage of the park.

Recommendation – To introduce overnight camping for ten (10) sites around the field north of Site 3.

Financial impact – Based on the revised numbers the development cost per site would be \$3,575.00. The rate of return would be 2.12 years.

Development Cost Estimates - 10 sites north of Site 3			
Development	Task	*Cost (\$)	Comments
Installing 10 Campsites	Brush/tree clearing, stump removal and offsite disposal	\$7,000	May be able to burn onsite to reduce trucking disposal costs
	Strip and haul topsoil/organics**	\$8,500	Includes hauling and dispose offsite
	Haul, place, water and compact pitrun/crush	\$12,750	Pad depth approx. 6" with 3/4 crush
	Signage/Kiosk	\$1,500	Entrance, campsites
	10 picnic tables	\$1,500	At each site
	10 fire rings	\$6,000	Delivered and installed
Total		\$35,750	
Net Cost Estimate			
Number of Campsites	10	Sized for RVs w/ no services, potential to develop tenting sites	
Estimated Usage	79	Based on each site being booked 3 nights week June/September (8 weeks) and 5 nights week Aug/July (9 weeks). Maximum 14-night stay per unit at each site.	
Estimated Fee/Night	\$25.00	Based on no services	
Garbage Bin Maint/season	-\$1,000.00	GFL disposal	
Admin Fee 10%	-\$1,875.00		
Total	\$16,875.00		
Estimated return of investment in years	2.12		
Cost per site	\$3,575.00		
Estimate is for 10 RV sites			
*Desktop review estimates from contractor			
**Could deposit material onsite and shape/reclaim			

b) Undeveloped Wooded Area

In 2019, the RDEK internally proposed ten (10) sites for overnight camping in an undeveloped wooded area of the park. This project would require upgrading an old road, increasing the capital costs.

Recommendation – To introduce overnight camping for ten (10) sites in the wooded area.

Financial impact – Based on the revised numbers the development cost per site would be: \$5,575.00. The rate of return would be 3.3 years.

Development Cost Estimates - 10 sites in undeveloped area			
Development	Task	*Cost (\$)	Comments
Installing 10 Campsites	Brush/tree clearing, stump removal and offsite disposal	\$7,000	May be able to burn onsite to reduce trucking disposal costs
	Strip and haul topsoil/organics**	\$8,500	Includes hauling and dispose offsite
	Haul, place, water and compact pitrun/crush	\$12,750	Pad depth approx. 6" with 3/4 crush
	Signage/Kiosk	\$1,500	Entrance, campsites
	Access road	\$20,000	Widening and clearing road
	10 picnic table	1,500.00	Picnic table at each site
	10 fire rings	\$6,000	Delivered and installed
Total		\$55,750	

Net Cost Estimate		
Number of Campsites	10	Sized for RVs w/ no services, potential to develop tenting sites
Estimated Usage	79	Based on each site being booked 3 nights week June/September (8 weeks) and 5 nights week Aug/July (9 weeks). Maximum 14 night stay per unit at each site.
Estimated Fee/Night	\$25	Based on no services
Garbage Bin Maint/season	-\$1,000	GFL disposal
Admin Fee 10%	-\$1,875.00	
Total	\$16,875.00	
Estimated return of investment in years	3.3	
Cost per site	\$5,575.00	

Recommendation – If the RDEK were to pursue overnight camping, the recommendation would be to issue a request for proposals for development and management of these facilities, entering a suggested 10-year contract.

3. Children's Playground

Currently the park has no playgrounds for children. The RDEK could install playgrounds at various locations. The minimum cost is estimated at \$15,000 per playground.

Recommendation – Do not install playgrounds, due to cost.

4. Shower House

If the RDEK were to invest in overnight camping. A shower house could be installed to increase the value of overnight camping. The estimated cost of installing a shower house would be \$150,000.00.

Recommendation – Do not install a shower house, due to ongoing cleaning and maintenance costs.

5. Beach Volleyball

The RDEK could introduce a beach volleyball court in the park. Beach volleyball is growing in popularity among children and those under thirty (30) years of age. Site 1 and Site 2 have space for this type of amenity; however, it is suggested that one (1) is sufficient.

Recommendation – Consider introducing a beach volleyball court at site 1.

Financial impact – It is estimated that the capital cost would be \$3,000.00, with little long-term maintenance.

6. Lawn Bowling

Lawn Bowling is growing in popularity among older generations. By offering this amenity the park would be attracting a new and unique user group. Site 1, 2 and 4 have space for this type of amenity; it is suggested that one (1) is sufficient.

Recommendation – Consider introducing lawn bowling at site 4.

Financial impact – It is estimated that the capital cost would be \$3,000.00, with little long-term maintenance.

MARKETING STRATEGY

The RDEK's current marketing strategy for WRP includes:

- Mention of WRP on the RDEK website
- Mention in RDEK parks brochure
- Annual news paper advertisement

- Annual radio advertisement

WRP is included in a 4 panel double sided brochure. This brochure includes the eighteen (18) regional parks and facilities in the RDEK. Approximately two hundred and fifty (250) copies are printed every 5 years. In 2019, they were distributed at the following locations:

- Radium Municipal Office
- Radium Chamber
- Invermere Municipal Office
- Columbia Valley Chamber of Commerce
- Visitors Info Centre in Fairmont
- Canal Flats Municipal Office

This is annual budget line item of \$500.00. In addition, the annual budget allocates \$500.00 for park signage.

PROPOSED MARKETING STRATEGY

Assuming WRP continues to operate as status quo.

1. Create a stand-alone brochure for WRP.

- This would allow the amenities of WRP to be showcased.
- Distribution throughout the RDEK, at various tourism locations, chambers of commerce and visitor information centers.
- Distribution through Destination BC or Kootenay Rockies Tourism (GoBrochures.com).
- The brochure should include:
 - A map showing location
 - Daily hours of operation
 - Number of unique sites
 - Amenities offered
 - Fee structure
 - Booking procedures

Recommendation – RDEK Communications department to produce a stand-alone brochure for WRP.

Financial impact – Printing a 3 panel, double sided, full colour brochure.

- 500 copies for \$500.00
- 1000 copies for \$1000.00

2. The RDEK website page for WRP, should mirror the brochure in design.

Recommendation – Update the RDEK website to reflect the brochure for WRP.

Financial Impact – Overhead costs from other departments.

3. Attract larger group events, festivals, weddings, school groups, star gazing and summer day camps, specifically mid-week, early in the season and July when the registered park usage is lower.

Recommendation – Target group events for low season.

Financial impact – \$1000.00 per year.

4. Actively market the park on various online platforms and websites.

- <https://www.discgolfscore.com/> is a website specially designed to identifying the location of disc golf courses in the Western Canada and United States.
- Google Ad words
- Kootenay Rockies Tourism – Co-op Program and Web App

Recommendation – Create an online presence for WRP.

Financial impact - \$500.00 per year for online advertising.

Overall Marketing Financial impact - Maintain budget line item of \$2,500.00 per year.



APPENDIX A – BYLAW #2833 PARKS

REGIONAL DISTRICT OF EAST KOOTENAY

BYLAW NO. 2833

A bylaw to establish regulations and fees for parks and trails.

WHEREAS the Regional District has established services for the purpose of providing parks and trails under the following bylaws:

Extended Service (Regional Parks) Area Establishment Bylaw No. 933, 1990;
Electoral Area A Regional Parks and Trails Service Establishment Bylaw No. 1729, 2004;
Electoral Area B Regional Parks and Trails Service Establishment Bylaw No. 1730, 2004;
Electoral Area C Regional Parks and Trails Service Establishment Bylaw No. 1731, 2004;
Electoral Area E Regional Parks and Trails Service Establishment Bylaw No. 1751, 2004;
Electoral Area F Regional Parks and Trails Service Establishment Bylaw No. 1752, 2004;
Electoral Area G Regional Parks and Trails Service Establishment Bylaw No. 1753, 2004;

AND WHEREAS the Board may, by bylaw, regulate and prohibit in relation to a Regional District service;

AND WHEREAS the Board may, by bylaw, impose fees or other charges in respect of all or part of a service of the Regional District or the use of Regional District property;

AND WHEREAS it is deemed desirable and necessary to regulate, manage and set fees for parks and trails;

NOW THEREFORE, the Board of the Regional District of East Kootenay enacts as follows:

1. TITLE

- 1.1 This Bylaw may be cited as "Regional District of East Kootenay – Parks and Trails Regulation and Fee Bylaw No. 2833, 2019."

2. DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:

Authorized Personnel means RDEK staff and contractors responsible for the operation or administration of RDEK Parks.

Board means the Board of Directors of the Regional District of East Kootenay.

Camping means to occupy a campsite, to set up a tent or other shelter or to remain overnight.

Commercial Activity means the sale or rental of goods or services.

Day Use Area means a Park, or any area of a Park, designated for day time use only, and includes all boat launches located within any Park.

Limited-Power Electric Vehicle means any one to four wheeled electric powered device equipped with brakes and an electric motor up to 500 watts and capable of propelling the device no faster than 32 kilometers per hour on level ground.

Fee means the applicable fee as set out in the schedule(s) to this Bylaw.

Facility means a physical structure, building or thing that is built, installed or established at a Park to serve a particular service or purpose.

Firearm includes a rifle, shotgun, handgun, spring gun or any other device that propels a projectile by means of an explosion, compressed gas or spring, but does not include a bow or crossbow.

Fireworks means devices that explode or burn to produce visual or sound effects and such other explosive as may be designated as such by the Lieutenant-Governor under the provision of the *Fireworks Act* of BC or under the provision of the *Canadian Explosives Act* and its regulations, as the case may be, but does not include torpedoes, flares, fuses

or similar pyrotechnic devices used by motorists, boaters, railroads, police or other agencies for signaling purposes or illumination.

Human-Powered Vehicle means any one to four wheeled human powered device by which a person may move other than by walking, which includes but is not limited to bicycles, skateboards, rollerblades and scooters.

Litter includes garbage, refuse, rubbish or trash of any kind, sewage, soil, animal carcass, liquid refuse or other debris or noxious material, including a container, package, bottle or can or any part thereof.

Manager means the RDEK Environmental Services Manager or designate.

Natural Boundary means the visible high watermark of any lake, river, watercourse, or other body of water where the presence and action of the water are so common and usual and so long continued in all ordinary years as to mark upon the soil of the bed of the lake, river, watercourse, or other body of water a character distinct from that of the banks thereof, in respect to vegetation, as well as in respect to the nature of the soil itself. In addition, the Natural Boundary includes the best estimate of the edge of dormant or old side channels and marsh areas.

Non-Resident means a Person who does not permanently reside or own property within the geographic boundaries of an electoral area or municipality contributing towards the costs associated with the Yaqaxaqlamki Regional Park under Bylaw No. 933.

Park means any area designated by the Board as a Regional Park or Trail in the Regional Parks Plan.

Parking Area means an area that is designated for use as public parking.

Permittee means any individual, organization or user group that is issued a Facility Use Permit in accordance with Section 7 of this Bylaw.

Person includes any person, corporation, partnership, or party, and the heirs, executors, administrators, or other legal representatives of such person, to whom the context can apply according to law.

RDEK means the Regional District of East Kootenay;

Resident means a Person who permanently resides or owns property within the geographic boundaries of an electoral area or municipality contributing towards the costs associated with the Yaqaxaqlamki Regional Park under Bylaw No. 933.

Smoke or Smoking means to inhale, exhale, burn or carry a lighted cigarette, electronic cigarette, cigar, pipe, hookah pipe or other lighted or heated smoking equipment that burns tobacco.

Special Use means any service, activity or event which attracts or requires participants or spectators, and includes, but is not restricted to, a festival, sport competition, tournament, group training or group lesson, regatta, animal show, fishing derby, orienteering, operation of a model airplane, drone, model boat or model car and television or motion picture filming.

Suspension means cancellation of the right to participate in an activity within a Park and may, at the discretion of the Manager, mean cancellation of the right to enter a Park.

Swimming Area means an area within a Park designated for public swimming, extending from an established high-water mark a specified distance into water as may be posted on signs or buoys or otherwise demarcated.

3. APPLICATION AND EXEMPTIONS

3.1 This bylaw is applicable to all Parks.

3.2 Notwithstanding anything contained in this Bylaw, the following are exempt from this Bylaw:

- (1) RDEK staff while carrying out their duties or performing their functions;

- (2) RDEK contractors and agents while carrying out duties authorized by the Manager; and
- (3) police officers, conservation officers, natural resource officers, and fire, ambulance or other emergency personnel while engaged in the performance of their duties.

4. DELEGATION OF AUTHORITY

- 4.1 The Manager is authorized to employ or contract personnel deemed necessary to carry out the provisions of this Bylaw, and whenever the Manager is authorized or directed to perform any act or duty under this Bylaw, such act or duty may be performed by any Authorized Personnel.
- 4.2 The Manager is authorized and directed to have general supervision over the operations and maintenance of all Parks.

5. COMPLIANCE

- 5.1 All Persons must comply with all policies, rules, regulations and bylaws of the federal, provincial or local governments or any other governing body whatsoever in any manner affecting the Parks.

6. REGULATIONS

6.1 Hours of Operation

- (1) All Parks are designated as Day Use Areas and will be open from dawn to dusk unless otherwise designated.
- (2) The seasonal operation of a Park may be adjusted by the Manager as deemed necessary.

6.2 Authorized Personnel

- (1) The Manager is authorized to make exceptions to any provision in this Bylaw, not including any Fee or any charge.
- (2) The Manager may from time to time do the following in relation to any Park:
 - (a) designate areas for climbing, walking, cycling, skating, games, swimming, boating or other activities of the public;
 - (b) designate areas where specific activities are permitted or prohibited;
 - (c) designate areas for vehicle travel and stopping;
 - (d) designate public Parking Areas;
 - (e) designate areas at which persons may access watercourses and water bodies;
 - (f) designate areas for the protection of grass and grounds;
 - (g) designate areas for horseback riding;
 - (h) designate areas for fire pits;
 - (i) designate areas that are closed for the protection of vegetation or wildlife, or for public safety purposes;
 - (j) establish notice boards for the posting of notices;
 - (k) establish times during which domestic animals are restricted;
 - (l) temporarily extend the established hours of a Park to accommodate:
 - (i) a special event;

- (ii) an organized gathering; or
- (iii) an organized sport or activity;
- (m) limit the length of stay of a Person in a Park including to a greater extent than otherwise provided in Section 6.1(1) of this Bylaw;
- (n) limit the speed, weight, size, type, or number of motorized vehicles operated by the public in a Park;
- (o) temporarily or on an ongoing basis, limit the number of Persons, vehicles or watercrafts in a Park or any part of a Park;
- (p) temporarily close any part of a Park to public use for the following reasons:
 - (i) safety, convenience or to prevent overcrowding;
 - (ii) construction, maintenance, repairs, or removal of hazards; or
 - (iii) a scheduled event, gathering or other activity authorized by a Facility Use Permit;
- (q) collect Fees;
- (r) post signs, including to identify areas designated pursuant to this Section;
- (s) make incidental rules and regulations not inconsistent with this Bylaw; and
- (t) permit such uses or activities as may be considered necessary or desirable for the development or maintenance of a Park.

6.3 General Use

- (1) A Person must not construct, erect or install any affixed or non-affixed building or structure within a Park without obtaining the prior written approval of the RDEK showing the design and nature of construction of such building or structure and the proposed location and indicating the intended use of the building or structure. All buildings or structures that are permanently affixed to the land will become the property of the RDEK upon completion of construction.
- (2) A Person must not do, suffer or permit to be done any act or thing upon or above a Park or any Facility which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of a Park or to the public generally.
- (3) A Person must not remove, destroy or damage any tree, plant, curiosity, object, building, structure, work, or any property whatsoever in any part of a Park.
- (4) A Person must not permanently or temporarily construct, erect, place or install on the outside of any Facility or at any Park any poster, advertising sign or display, electrical or otherwise, except by written permission of the Manager.
- (5) All Persons within a Park must use the toilet facilities provided.
- (6) When engaged in activities or events, all Persons must wear the appropriate safety equipment in accordance with all applicable laws and regulations and as may be required by the Manager.
- (7) A Person, including an owner of property adjacent to a Park, must not use a Park for storage of items or materials of any kind.
- (8) Human-Powered Vehicles and Limited-Power Electric Vehicles are permitted in all Parks, unless otherwise prohibited in designated areas by posted sign.
- (9) A Person must not have in their possession within any part of a Park an explosive or explosive substance.

- (10) A Person must not possess or discharge Fireworks, firecrackers or explosive materials of any kind in a Park, except for an event where such use is authorized under a Facility Use Permit.
- (11) A person must not Smoke within a Park except in an area designated by posted sign as a Smoking Area.
- (12) A Person must not wilfully or maliciously hinder or interrupt or cause or procure to be hindered or interrupted the RDEK or its staff, agents or contractors in the exercise of the powers and authorities conferred upon them.
- (13) A Person must not drive a vehicle in a Park on which is displayed advertising of any kind, or any vehicle equipped with a public-address system, for the purpose of advertising or demonstrating, except as permitted under Section 7.1.
- (14) A Person must not:
 - (a) feed any wild animal; or
 - (b) store or set out food in a way that will attract wild animals.

6.4 Firearms and Hunting

- (1) A Person must not carry, bring or discharge any Firearm, bow or crossbow within a Park except as authorized under a Facility Use Permit.
- (2) A Person must not hunt, trap, or harass wildlife in a Park or allow any animal belonging to, or in a Person's custody, possession or control to do so.
- (3) A Person may fish in a Park as permitted under the British Columbia Freshwater Fishing Regulations, except where prohibited by posted sign.

6.5 Domestic Animals

- (1) A Person must not bring a dog into:
 - (a) the Wycliffe Exhibition Grounds except a Person with a disability accompanied by a certified guide dog or service dog on a leash or when authorized under a Facility Use Permit; or
 - (b) the Markin-MacPhail Westside Legacy Trail except a Person with a disability accompanied by a certified guide dog or service dog on a leash.
- (2) A Person must keep all dogs on leash at all times except as authorized under a Facility Use Permit.
- (3) A Person must not permit a domestic animal to run or roam at large or to feed on vegetation.
- (4) A Person having custody of a domestic animal must exercise effective control over the animal at all times and ensure that it does not cause:
 - (a) annoyance, including barking or howling for a continuous period of ten (10) seconds or more;
 - (b) injury to wild animals;
 - (c) injury to any person or their animal(s); or
 - (d) damage to any public or private property, natural park feature or common facility.
- (5) A Person having custody of a domestic animal must remove the animal from a Park when requested by Authorized Personnel.
- (6) A Person having custody of a dog must remove any excrement deposited by the dog to a waste container or remove it from the Park.

6.6 Camping

- (1) A Person must not camp at any Park except as authorized under Section 6.6(2).
- (2) Camping may be permitted by the Manager at Elk Valley Regional Park, Wycliffe Regional Park and Wycliffe Exhibition Grounds for the following purposes:
 - (a) school programs;
 - (b) educational events held by youth groups; or
 - (c) in conjunction with an activity or event authorized under a Facility Use Permit.
- (3) Groups permitted to camp under Section 6.6(2) must obtain a Facility Use Permit or enter into a written agreement with the RDEK regarding use of the site and any associated liability.
- (4) The Manager may permit the parking or use of tents, trailers, recreation vehicles or other types of vehicles to be used as sleeping quarters for events authorized under Section 6.6(2). Buildings must not be used for sleeping quarters.

6.7 Alcohol and Cannabis

- (1) A Person must not possess, use or consume alcohol or cannabis in a Park, except as authorized under a Facility Use Permit.

6.8 Fires

- (1) A Person must take all precautions necessary to prevent fire from occurring and must observe and comply with all laws and regulations in force respecting fires.
- (2) A Person must not kindle, build, light, maintain or use a fire except in a place provided or designated for that purpose and must not leave a fire unattended.
- (3) A Person must not use any standing vegetation to start or maintain a fire.
- (4) A Person must not burn any unsuitable materials including but not limited to organic yard waste, household waste, plastic, rubber, flammable or combustible liquid, treated lumber, construction debris or toxic waste.

6.9 Litter and Dumping

- (1) A Person must not deposit anywhere in a Park any Litter or other waste, except in a receptacle provided for that purpose.
- (2) A Person must not bring Litter or other waste into a Park for the purpose of disposal in a Park.
- (3) A Person must not use any toilet, wash basin, sink or other similar appliance in any trailer or recreation vehicle which is not equipped with a holding tank for the retention of garbage, waste, and liquid refuse, and a Person must not deposit the contents of said containers within any portion of a Park, except in places designated for that purpose.
- (4) A Person must not cause or allow waste to enter a Park or flow or seep into any land or water or to be emitted into the air in a Park.
- (5) A Person must not discharge, cause or permit to be discharged or howsoever to pass into the sewer systems, storm drains, surface drainage facilities, rivers, lakes, receptacles for water or elsewhere, any deleterious material, noxious, contaminated or poisonous substances. In the event of a discharge or escape of such materials or substances, the Person will be responsible for the cost of clean-up to the satisfaction of the Manager.
- (6) A Person must not wilfully or maliciously let off or discharge any water from or out of any hydrant, water main, stand pipe, faucet, or fountain in a wasteful manner.

- (7) A Person must not throw stones or other projectiles or commit any nuisance, damage or injury to the works, pipes, receptacles for water, rivers or lakes or cause or encourage the same to be done.

6.10 Motorized Vehicles

- (1) A Person must not operate a motorized vehicle in any part of a Park except in those areas designed for such use.
- (2) A Person must not operate a motorized vehicle below the Natural Boundary of any watercourse.
- (3) All Persons must obey and operate a motorized vehicle within the posted speed limits.
- (4) A Person must not park or station any motorized vehicle on any public right of way in such a manner as to impede proper use or in such a place or manner as to damage vegetation or landform, or to restrict or inhibit public recreational use of a Park.
- (5) A Person must not park or station a motorized vehicle in a Park or Parking Area that is closed to the public.
- (6) Any motorized vehicle parked or stationed in violation of this Bylaw may be removed and impounded, and the owner of the motorized vehicle must pay the cost of removal and impoundment before the motorized vehicle is returned to the said owner.

6.11 Watercraft

- (1) A Person must not use or operate a watercraft within a Swimming Area.
- (2) A Person must not moor or store a watercraft in a Park, except when loading or unloading the watercraft and in either such case for not longer than ten minutes.

6.12 Boat Launches

- (1) Repair or service to watercraft or motorized vehicles must not take place at a boat launch or Parking Area.
- (2) A Person must not park or leave standing any watercraft or motorized vehicle on the approach to or on a boat launch, except for the purpose of loading or unloading persons or supplies.
- (3) A Person must not park or leave standing any watercraft or motorized vehicle in such a way as to obstruct traffic at a boat launch or Parking Area.
- (4) A Person must not cause any damage or permit their watercraft or motorized vehicle to cause damage to a boat launch or Parking Area.
- (5) A Person must not obstruct the use of a boat launch.
- (6) A Person must not swim or play at a boat launch.

6.13 Commemorative Benches, Trees and Other Objects

- (1) Commemorative benches, trees or other objects may be donated and installed in a Park in accordance with this Bylaw (the "Donated Object").
- (2) A Memorial Permit must be issued by the Manager prior to the acceptance or approval or installation of a Donated Object.
- (3) A Person may apply to modify an existing Donated Object by submitting an application for a Memorial Permit.
- (4) Application for a Memorial Permit must be made in writing, in the form required by the Manager.

- (5) The Manager is authorized to:
 - (a) develop the form of the application and the form of the Memorial Permit and to amend said forms as may be required from time to time;
 - (b) grant or refuse any request for a Memorial Permit subject to the provisions of this Bylaw and all other applicable laws, rules and regulations; and
 - (c) set the terms and conditions to be included in the Memorial Permit which may be different for different Donated Objects or Persons.
- (6) A Person must not place at or near a Donated Object flowers, wreaths, pictures, clothing or other items.
- (7) Memorial Permit conditions and limitations include but are not limited to the following:
 - (a) up to one bronze plate provided by the donor, no larger than 4" tall by 10" wide, may be placed on the Donated Object;
 - (b) photo applique are not allowed on Donated Objects;
 - (c) a Donated Object must not include remains or cremains;
 - (d) trees must be alive when installed;
 - (e) the RDEK will not be responsible for ensuring the continued health of a donated tree;
 - (f) removal and replacement of dead or sick trees is the responsibility of the applicant indicated on the Memorial Permit;
 - (g) a Donated Object must not create an onerous obligation or excessive operating or maintenance expenditure for the RDEK;
 - (h) all Donated Objects will become the property of the RDEK upon installation;
 - (i) the RDEK may relocate or remove a Donated Object whenever necessary and will make reasonable efforts to notify the applicant indicated on the Memorial Permit;
 - (j) if, at any time, the Manager determines that a Donated Object is unsafe, unsightly or presents unanticipated and onerous maintenance issues, the applicant indicated on the Memorial Permit may be contacted to review options to rectify the situation; and
 - (k) all costs associated with the purchase, installation and ongoing maintenance of a Donated Object, which includes but is not limited to site preparation and transportation, will be the responsibility of the applicant indicated on the Memorial Permit.

7. FACILITY USE PERMIT

- 7.1 A Person must not conduct or carry out any Commercial Activity or Special Use or have a gathering of 50 or more people in any Park without first obtaining a Facility Use Permit.
- 7.2 A Person must not, at any time, use any part of the Wycliffe Exhibition Grounds without first obtaining a Facility Use Permit.
- 7.3 Application for a Facility Use Permit must be made in writing, in the form required by the Manager, and at least sixty (60) days prior to the start of the service, activity or event.
- 7.4 No service, activity or event may be publicized in any manner before a Facility Use Permit has been granted.
- 7.5 The holder of a Facility Use Permit must maintain the area used under the permit in a neat and clean condition and remove all Litter.

- 7.6 The Permittee is responsible for the conduct and action of all participants and spectators at the service, activity or event.
- 7.7 Any group activities involving youth aged seventeen (17) years and under require adult supervision at all times and the number of supervising adults must be adequate to ensure the safety of the youth and other users of the Park.
- 7.8 Any trading of booked time authorized under a Facility Use Permit must be approved by Authorized Personnel.
- 7.9 Authorized Personnel may monitor the Permittee with respect to the number of participants, content of programs and compliance with the Facility Use Permit and may require the rescheduling or adjustment of allocated times.
- 7.10 The Manager is authorized to:
- (1) develop the form of the application and the form of the Facility Use Permit and to amend said forms as may be required from time to time;
 - (2) grant or refuse any request for a Facility Use Permit subject to the provisions of this Bylaw and all other applicable laws, rules and regulations;
 - (3) refuse any request for a Facility Use Permit if the applicant has previously contravened this Bylaw;
 - (4) revoke a Facility Use Permit if the use is conducted in a manner that contravenes this Bylaw, in the event of an emergency, if the health and safety of the public is at risk or for any other reason as determined by the Manager; and
 - (5) set the terms and conditions to be included in the Facility Use Permit, which may be different for different users and events. These may include but are not limited to the following:
 - (a) supply, install and empty additional Litter receptacles or pay for additional service calls for Litter removal;
 - (b) supply, install, clean and remove portable toilet facilities or pay for additional service calls to pump out existing onsite toilets;
 - (c) provide traffic control for the service, activity or event;
 - (d) provide first aid attendants for the service, activity or event; or
 - (e) provide security for the service, activity or event.
- 7.11 When reviewing applications for a Facility Use Permit at the Crossroads Ball Park, the Manager will generally prioritize applications as follows:
- (1) children and youth leagues;
 - (2) families and senior citizen leagues, aged sixty (60) years or older;
 - (3) adult leagues; and
 - (4) commercial individuals, groups or organizations.
- 7.12. **Liability Insurance**
- (1) Except as provided in Section 7.12(2) of this Bylaw, all Permittees must hold a general liability insurance policy for a minimum of \$2,000,000 including bodily injury, property damage coverage, and where applicable, coverage for alcohol-related incidents, and with the RDEK named as additional insured.
 - (2) If alcohol or cannabis are prohibited at the events, the Manager may exempt the following events from the requirement to provide liability insurance coverage as required under Section 7.12(1) of this Bylaw:
 - (a) private wedding ceremonies and receptions with less than 200 guests;

- (b) family reunions with less than 200 guests and lasting less than 48 hours;
- (c) arts and crafts fairs lasting less than 48 hours; or
- (d) private functions with less than 50 guests and lasting less than 24 hours.

8. FEES

- 8.1 Fees for the use of Parks are hereby imposed in accordance with the Schedules attached to and forming part of this Bylaw.
- 8.2 All Fees are due and payable to the RDEK prior to using a Park.
- 8.3 Additional charges, at cost plus twenty per cent (20%) administration, will be charged for any damages caused by mischief or vandalism during the Permittee's use of a Park.

9. ENFORCEMENT

- 9.1 The Board hereby authorizes the Manager to enforce the provisions of this Bylaw.
- 9.2 The Manager or Authorized Personnel may, at any time, enter a Park or any Facility to ascertain whether the regulations of this Bylaw are being obeyed.
- 9.3 A Person must not obstruct or impede the Manager or Authorized Personnel or any person authorized by the Board in the execution of their duties within this Bylaw.

10. PENALTIES

- 10.1 Every Person who:
 - (1) violates any of the provisions of this Bylaw;
 - (2) suffers or permits any act or thing to be done in contravention or in violation of any provision of this Bylaw;
 - (3) neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw; or
 - (4) does any act which violates any of the provisions of this Bylaw;is guilty of an offence against this Bylaw and liable to the penalties hereby imposed. Each day that a violation continues to exist will constitute a separate offence.
- 10.2 Every Person who commits an offence against this Bylaw is liable to a fine and penalty of not more than \$10,000 and not less than \$100 for each offence, and in default of payment thereof, forthwith or within such time as the presiding Provincial Court Judge directs, the fine imposed will be recoverable under the provisions of the *Offence Act*.
- 10.3 Intimidation or threats of reprisal towards any RDEK staff or contractors may result in a permanent Suspension of the Person and/or Permittee from the Park.

11. LIABILITY FOR DAMAGES AND COSTS

- 11.1 In addition to all other penalties herein provided, any Person causing damage, or any Person being the owner or operator of a motorized vehicle or watercraft that has caused damage to any tree, plant, curiosity, object, building, structure, work, or any property whatsoever in any part of a Park will be responsible for the cost of repairing such damage.

12. APPEAL

- 12.1 Any Person may file a written notice of appeal with the Manager in respect to the granting or refusal of a Memorial Permit or Facility Use Permit.
- 12.2 Upon considering a matter under appeal, the Manager may:
 - (1) confirm, reverse or vary the decision under appeal; and
 - (2) make any decision that the Manager considers appropriate.

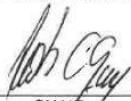
- 12.3 The Person for whom the appeal decision has been made may further appeal the Manager's appeal decision in writing to the Board within 10 days of the date of the appeal decision.
- 12.4 Upon considering the matter under appeal, the Board may:
- (1) confirm, reverse or vary the decision under appeal; and
 - (2) make any decision that the Board considers appropriate.
- 12.5 The decision of the Board is final and there will be no further appeal from its decision whatsoever.
- 13. SEVERABILITY**
- 13.1 If any section, subsection, sentence, clause, or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.
- 14. HEADINGS**
- 14.1 The headings in this Bylaw are inserted for convenience and reference only and in no way define, limit or enlarge the scope of this bylaw or any portion thereof.
- 15. REPEAL**
- 15.1 Bylaw No. 813 cited as "Regional District of East Kootenay – Regional Parks Regulation Bylaw, 1988" is hereby repealed.
- 15.2 Bylaw No. 2330 cited as "Regional District of East Kootenay – Yaqaxaqłamki Regional Park (Koocanusa Boat Launch) Regulation and Fee Bylaw No. 2330, 2011" is hereby repealed.
- 15.3 Bylaw No. 2240 cited as "Regional District of East Kootenay – Wycliffe Exhibition Grounds Regulation and Fee Bylaw No. 2240, 2010" is hereby repealed.
- 15.4 Bylaw No. 2165 cited as "Regional District of East Kootenay – Crossroads Ball Park Regulation and Fee Bylaw No. 2165, 2009" is hereby repealed.

READ A FIRST TIME the 5th day of April, 2019.

READ A SECOND TIME the 5th day of April, 2019.

READ A THIRD TIME the 5th day of April, 2019.

ADOPTED the 5th day of April, 2019.


CHAIR


CORPORATE OFFICER

SCHEDULE A
BYLAW NO. 2833

FEES

Yaqakxaqlamki Regional Park (Kooacanusa Boat Launch)

1. FEES

1.1 The following Fees will apply for the use of the Yaqakxaqlamki Regional Park and include GST:

- | | | |
|-----|-----------------------|----------------|
| (a) | Daily Parking Fee | \$ 7.00/day |
| (b) | Daily Launch Fee | \$12.00/day |
| (c) | Seasonal Launch Pass: | |
| | (i) Resident | \$60.00/season |
| | (ii) Non-Resident | \$85.00/season |

1.2 The Daily Launch Fee allows the holder to launch and retrieve one watercraft from the boat launch ramp and to park one towing vehicle and one boat trailer in the Parking Area for one day, provided parking space is available.

1.3 A Seasonal Launch Pass allows the holder to launch and retrieve one watercraft from the boat launch ramp and to park one towing vehicle and one boat trailer in the Parking Area per day during the operating season, provided parking space is available.

1.4 The Daily Parking Fee allows the holder to park one commuter vehicle in the Parking Area for one day, provided parking space is available.

2. PAYMENT OF FEES

2.1 Daily Parking Fees and Daily Launch Fees must be deposited in the receptacle at the boat launch designated for that use.

2.2 A Seasonal Launch Pass must be purchased in advance from the RDEK.

This is Schedule A referred to in Bylaw No. 2833 cited as "Regional District of East Kootenay – Parks, Trails and Recreation Facilities Regulation and Fee Bylaw No. 2833, 2019".

Chair

Corporate Officer

Date

April 5, 2019

SCHEDULE B
BYLAW NO. 2833
FEES
Wycliffe Exhibition Grounds

1. FEES

The following Fees will apply for the use of the Wycliffe Exhibition Grounds and include GST:

(a) Entire Grounds (including all Facilities)	\$700.00/event/day
(b) Main Arena and Stable	\$200.00/event/day or \$25/hour
(c) Henderson Pavilion (includes smaller pavilion)	\$200.00/event/day or \$25/hour
(d) Artha Rose Centre – entire building	\$240.00/event/day or \$30/hour
(e) Artha Rose Centre – kitchen	\$160.00/event/day or \$20/hour
(f) Artha Rose Centre – meeting room	\$100.00/event/day or \$12.50/hour
(g) Rider Drop-In – individual use	\$10.00/day
(h) Rider Drop-In – annual pass	\$100.00/year
(i) Instructors Fee – 1 horse / 1 rider	\$5.00/hour + Rider Drop-In Individual Use or Annual Pass
(j) Instructors Fee – 2 horses / 2 riders	\$10.00/hour + Rider Drop-In Individual Use or Annual Pass
(k) Club Use Fee – outdoor Facilities only (regular use by registered club members) * Includes two bookings/club/week (up to 4 hours/booking). Regular Fees shall apply to additional bookings.	\$20.00/member/year
(l) Yardage Fee – open	\$10.00/animal/night
(m) Yardage Fee – open (registered clubs only)	\$5.00/animal/month
(n) Yardage Fee – stable (see Section 4 below)	\$20.00/animal/night
(o) Yardage Fee – stable (monthly)	\$100.00/animal/month
(p) Camping – associated with yardage (see Section 6.6(4) of this Bylaw)	\$25.00/unit/night
(q) Camping – Associated with booking the Entire Grounds	\$10.00/unit/day
(r) Grounds Set Up Fee	Actual costs + 25%
(s) Dressage Ring, Shower House, Pony Track, Cross Country and Mountain Trails	No Charge

2. PAYMENT OF FEES

A non-refundable deposit of 25% of the Fees (minimum \$25.00) must be paid at the time of application for a Facility Use Permit. The balance of the Fees are due and payable two weeks prior to the date of commencement of the event. Failure to pay the required Fees will result in cancellation of the Facility Use Permit.

3. DAMAGE DEPOSIT

- (a) A damage deposit of \$200.00 per day of the event must be paid at least two weeks prior to the date of commencement of the event. The damage deposit will be refunded provided the conditions set out in the Facility Use Permit and all other conditions under this Bylaw or as imposed by the Manager, are met. In the event those conditions are not met to the satisfaction of the Manager, the damage deposit will be retained to cover costs.
- (b) For uses classified in Section 1(k) of this Schedule, a damage deposit of \$200 per calendar year must be paid at least two weeks prior to the first use of the Wycliffe Exhibition Grounds. The damage deposit will be refunded provided the conditions set out in the Facility Use Permit and all other conditions under this Bylaw or as imposed by the Manager, are met. In the event those conditions are not met to the satisfaction of the Manager, the damage deposit will be retained to cover costs.
- (c) In the event that the costs incurred by the RDEK for clean-up or damage repair exceed the amount of the damage deposit, the Permittee will be responsible to pay the full costs plus 20 per cent (20%).
- (d) The damage deposit may be used by the RDEK to hire security if the need arises.

4. YARDAGE

For Yardage Fees charged in accordance with Section 1(n) above, where the stable is rented, \$5.00 of the \$20.00/animal/night Fee will be refunded if the stalls are cleaned and the waste is disposed of in the proper manner to the satisfaction of the Manager or designate.

This is Schedule B referred to in Bylaw No. 2833 cited as
"Regional District of Fraser-Kootenay – Parks, Trails and
Recreation Facilities Regulation and Fee Bylaw No. 2833,
2019".

Chair

Corporate Officer

Date

April 5, 2019

SCHEDULE C
BYLAW NO.2833

FEES

Crossroads Ball Park

1. FEES

The following Fees will apply for the use of the Crossroads Ball Park and include GST:

- | | |
|--|-----------------------|
| (a) Adult League Teams | \$ 400.00/team/season |
| (b) Youth Leagues | \$ 5.00/child/season |
| (c) Daily Use of Ball Fields | \$ 50.00/field |
| (d) Concession – rental Fee for special events | \$ 100.00/day |
| (e) School Programs | No Charge |

This is Schedule C referred to in Bylaw No. 2833 cited as "Regional District of East Kootenay – Parks, Trails and Recreation Facilities Regulation and Fee Bylaw No. 2833, 2019".

Chair

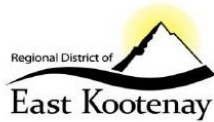
Corporate Officer

Date




April 5, 2019

APPENDIX B – FACILITY USE PERMIT



Facility Use Permit Application Regional Parks

Please email the completed application and liability forms to the Environmental Services Secretary at environmentalservicesdept@rdek.bc.ca or bring them to the RDEK office. You may also call 250-489-6900 with questions.

Section 1 – Applicant Information

Applicant Name: _____ Date: _____

Organization / Group: _____

Mailing Address: _____

City, Province: _____ Postal Code: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Email: _____

Alternate Contact Name: _____ Home Phone: _____

Cell Phone: _____ Email: _____

Section 2A – Facility Information (Available Sites)

Wycliffe Regional Park Facilities:	Wycliffe Exhibition Grounds Facilities:	Tie Lake Regional Park Facilities:	Elk Valley Regional Park Facilities:
Area 1	Entire Grounds	Site 1	Site 1
Ballfield 1	Main Arena and Stable	Site 2	Site 2
Area 2	Henderson Pavilion	Site 3	Site 3
Ballfield 2	Artha Rose Centre (Entire Building)	Site 4	Site 4
Area 3A	Artha Rose Centre (Kitchen Only)	Site 5	Site 5
Area 3B	Artha Rose Centre (Meeting Room)	Ballfield	Ballfield 1
Ballfield 3			Ballfield 2
Area 4			
Area 5A			
Area 5B			
Area 6A			
Area 6B			

NOTE: There are fees associated with booking the Wycliffe Exhibition Grounds. See Section 5 - Fees for more information.

Main Office
19 – 24th Avenue South
Cranbrook BC V1C 3H8
Phone: 250-489-2791 • Fax: 250-489-3498

Toll Free: 1-888-478-7335
Email: info@rdek.bc.ca • Website: www.rdek.bc.ca

Columbia Valley Office
164 Windermere Loop Road
Invermere BC V0K 1K3
Phone: 250-342-0063 • Fax: 250-342-0064

Section 2B – Facility Booking

Regional Park / Facility : ☐ Wycliffe Regional Park ☐ Wycliffe Exhibition Grounds
☐ Tie Lake Regional Park ☐ Elk Valley Regional Park

Day of Week	Date	Hours Requested	Site or Facility Requested	Additional Notes
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

Is this a repeated event? ☐ Yes ☐ No

Example: The Wycliffe Exhibition Grounds Arena every Wednesday and Thursday from 3 PM to 5 PM

If yes, indicate the first and last date of the repeated event. Note additional bookings may interrupt some dates. An effort will be made to move these to another time. Availability of sites can be found at www.rdek.bc.ca

Start Date

End Date

Total Weeks

Additional Dates or Specific Requests:

When booking, please put all times associated with the booking. Including when you will need access to a facility for set-up and clean-up. If you are setting up in the morning a day before your events you must book that day as it prevents other users from being able to use the site.

Example:

Regional Park / Facility : ☒ Wycliffe Regional Park ☐ Wycliffe Exhibition Grounds
☐ Tie Lake Regional Park ☐ Elk Valley Regional Park

Day of Week	Date	Hours Requested	Site or Facility Requested	Additional Notes
Monday	2020-05-11	12 PM to CLOSE	Area 5A and 5B	Event Set-up
Tuesday	2020-05-12	OPEN to CLOSE	Area 5A and 5B	Event
Wednesday	2020-05-13	OPEN to 12 PM	Area 5A and 5B	Event Clean-Up
Thursday				
Friday				
Saturday				
Sunday				

Main Office
 19 – 24th Avenue South
 Cranbrook BC V1C 3H8
 Phone: 250-489-2791 • Fax: 250-489-3498

Toll Free: 1-888-478-7335
 Email: info@rdek.bc.ca • Website: www.rdek.bc.ca

Columbia Valley Office
 1164 Windermere Loop Road
 Invermere BC V0K 1K3
 Phone: 250-342-0063 • Fax: 250-342-0064

Section 3 – Event Information

Name of Event:

Event Description:

Number of Event Participants:

Note: If event is for 500 people or more, a Special Event License (issued by RDEK Corporate Services) is required at least 60 days prior to the start of the event.

Will there be public advertising of any type at the event? ☐ Yes ☐ No

If yes, describe:

Will additional toilet facilities be provided? ☐ Yes ☐ No

If yes, describe:

Will overnight camping be part of the event? ☐ Yes ☐ No

If yes, describe:

Will alcohol be onsite at the event? ☐ Yes ☐ No

If yes, a Special Event Permit (issued by the BC Liquor Branch) is required for the event. You can apply for the Permit online. <https://specialevents.bcldb.com/>

Insurance is also required if Alcohol is onsite. See Section 4-Insurance for additional information.

Will cannabis be onsite at the event? ☐ Yes ☐ No

If yes, approval is required from the Regional District of East Kootenay Environmental Services Manager or delegate.

Will youth aged 17 and under be participating in the event? ☐ Yes ☐ No

If yes, describe:

Will First aid attendants be required for the event. ☐ Yes ☐ No

Indicate the number and level of qualification:

Will there be concession vendors during the event? ☐ Yes ☐ No

If yes, describe:

Will security be required for the event ☐ Yes ☐ No

Describe the type and number of security to be present.

Will traffic control be required for the event? ☐ Yes ☐ No

If yes, describe.

Describe any music or loud sounds that will/may be produced from the event/activity:

Main Office
19 – 24th Avenue South
Cranbrook BC V1C 3H8
Phone: 250-489-2791 • Fax: 250-489-3498

Toll Free: 1-888-478-7335
Email: info@rdek.bc.ca • Website: www.rdek.bc.ca

Columbia Valley Office
1164 Windermere Loop Road
Invermere BC V0K1K3
Phone: 250-342-0063 • Fax: 250-342-0064

Describe how garbage and other waste generated will be removed/disposed of.

Section 4 – Insurance

All permittees must hold a general liability insurance policy for a minimum of \$2,000,000 including bodily injury, property damage coverage, and where applicable, coverage for alcohol-related incidents and with the Regional District of East Kootenay (the RDEK) named as additional insured. A certificate of insurance, naming the RDEK as additional insured must be provided to the RDEK prior to the first use of the RDEK Facility. Failure to provide proof of insurance will result in cancellation of the Facility Use Permit.

***It is recommended that equestrian users at the Wycliffe Exhibition Grounds also have a membership with the HCBC which include general insurance for each rider.

Section 5 – Fees (Wycliffe Exhibition Grounds Only)

The fees will auto-calculate when you put in a value. If it is not calculating just click somewhere else in the form.

Facility / Use	Rate	Quantity	Fee
Entire Grounds (including all facilities)	\$700.00 /event/day	Day(s)	\$
Main Arena and Stable – Day Rate	\$200.00 /event/day	Day(s)	\$
Main Arena and Stable – Hourly Rate	\$25.00 /hour	Hour(s)	\$
Henderson Pavilion (incl. smaller pavilion) – Day Rate	\$200.00 /event/day	Day(s)	\$
Henderson Pavilion (incl. smaller pavilion) – Hourly Rate	\$25.00 /hour	Hour(s)	\$
Artha Rose Centre – entire building – Day Rate	\$240.00 /event/day	Day(s)	\$
Artha Rose Centre – entire building – Hourly Rate	\$30.00 /hour	Hour(s)	\$
Artha Rose Centre – kitchen – Day Rate	\$160.00 /event/day	Day(s)	\$
Artha Rose Centre – kitchen – Hourly Rate	\$20.00 /hour	Hour(s)	\$
Artha Rose Centre – meeting room – Day Rate	\$100.00 /event/day	Day(s)	\$

Main Office
19 – 24th Avenue South
Cranbrook BC V1C 3H8
Phone: 250-489-2791 • Fax: 250-489-3498

Toll Free: 1-888-478-7335
Email: info@rdek.bc.ca • Website: www.rdek.bc.ca

Columbia Valley Office
1164 Windermere Loop Road
Invermere BC V0K 1K3
Phone: 250-342-0063 • Fax: 250-342-0064

Artha Rose Centre – meeting room – Hourly Rate	\$12.50	/hour		Hour(s)	\$
Rider Drop-In – Individual Pass	\$10.00	/event/day		Day(s)	\$
Rider Drop-In – Annual Pass	\$100.00	/year		Pass(es)	\$
Instructors Fee – 1 horse/1 rider	\$5.00*	/hour		Hour(s)	\$
Instructors Fee – 2 horses/2 riders	\$10.00*	/hour		Hour(s)	\$
Club Use Fee (regular use by registered club members)	\$20.00	/member/year		Member(s)	\$
Yardage Fee – open	\$10.00	/animal/night	Animal(s)	Night(s)	\$
Yardage Fee – open(registered clubs only)	\$5.00	/animal/month	Animal(s)	Month(s)	\$
Yardage Fee – stable1	\$20.00	/animal/night	Animal(s)	Night(s)	\$
Camping associated with yardage (see Section 6.6(4) of this Bylaw)	\$25.00	/unit/night	Unit(s)	Night(s)	\$
Camping – associated with booking the entire grounds	\$10.00	/unit/day	Unit(s)	Night(s)	\$
Grounds Set Up Fee (As provided by the RDEK)	Actual costs + 25%		To be determined		

* This fee is only for the instructor. The rider must also pay Rider Drop-in Fee.

Total Fees: \$

Non-Refundable Deposit 25% of Fees²: \$

Damage Deposit (\$200.00/day of event)³: Day(s) \$

Fees Included with Application:

¹ Where the pens or covered stalls are rented, \$5 of the \$20/animal/night fee will be refunded if the stalls are cleaned and the waste is disposed of in the proper manner to the satisfaction of the RDEK.

² A non-refundable deposit of 25% of the fees (minimum \$25.00) must be paid at the time of application for a Facility Use Permit. The balance of the fees is due and payable two weeks prior to the date of commencement of the event. Failure to pay the required fees will result in cancellation of the Facility Use Permit.

³ A damage deposit of \$200.00 per day of the event must be paid at least two weeks prior to the date of commencement of the event.

Main Office
19 – 24th Avenue South
Cranbrook BC V1C 3H8
Phone: 250-489-2791 • Fax: 250-489-3498

Toll Free: 1-888-478-7335
Email: info@rdek.bc.ca • Website: www.rdek.bc.ca

Columbia Valley Office
1164 Windermere Loop Road
Invermere BC V0K 1K3
Phone: 250-342-0063 • Fax: 250-342-0064

Unforeseen circumstances may result in cancellation of the booking request. When the cancellation is made by a decision of the Regional District of East Kootenay, a refund may occur.

Section 6 – Indemnification

By signing below I hereby certify that I am authorized to act on behalf of the above named organization or group and that I have read, understand, and agree to comply with all of the provisions of RDEK Bylaw No. 2833 – Regulations and Fee Bylaw for parks and trails and the Facility Use Permit.

I hereby make application for use of the Regional District of East Kootenay's park facilities and represent that I and the above named organization or group will and do assume responsibility to supervise and be responsible for the proper conduct of individuals attending the event and for any violations as they may pertain to the Facility Use Permit and use of the park's facilities.

I and/or the above named organization or group accept all liability and hereby agree to indemnify, defend, and hold harmless the RDEK, its directors, officers, agents, and all employees and volunteers, from any and all claims, debts, demands, costs, expenses, damages, and/or claims for personal injury, death, property damage or third party of public liability arising out of, in connection with, or in any way related to the event and use of the park/park facilities.

Signature of Applicant:

Date:

Personal Information contained on this form is collected under the authority of section 26 of the *Freedom of Information and Protection of Privacy Act* and will be used only for the purpose of processing the registration form. For questions or additional information, contact the Regional District of East Kootenay, FOI Coordinator at 250-489-2791.

Main Office
19 – 24th Avenue South
Cranbrook BC V1C 3H8
Phone: 250-489-2791 • Fax: 250-489-3498

Toll Free: 1-888-478-7335
Email: info@rdek.bc.ca • Website: www.rdek.bc.ca

Columbia Valley Office
1164 Windermere Loop Road
Invermere BC V0K 1K3
Phone: 250-342-0063 • Fax: 250-342-0064

APPENDIX C – RDEK SPECIAL EVENT LICENSE



19 – 24th Avenue South
Cranbrook, BC V1C 3H8
Ph: 250-489-2791 or 1-888-478-7335
Fx: 250-489-3498
info@rdek.bc.ca

FOR OFFICE USE ONLY

Licence Status:	Corporate Officer:
-----------------	--------------------

Special Event Licence Application

1. Applicant

Organization: _____

Contact Name: _____

Mailing Address: _____

Phone: _____ Email: _____

2. Property and Event Information

Name of Event: _____

Location of Event: _____
(civic address of property including house #, street name and community)

Nature of Event: _____

Event Date(s): _____ Event Time(s): _____

Number of Attendees
Expected at Event: _____
(includes paid visitors, volunteers, workers, organizers, vendors, etc.)

Contact During Event: _____ Phone: _____

Event Plan: ☐ Event plan is attached, as described under "Required Information".

Personal Information contained on this form is collected under the authority of section 26 of the *Freedom of Information and Protection of Privacy Act* and will be used only for the purpose of processing the application and administering the Special Event Licence and will be disclosed to the public. For questions relating to the collection, use and disclosure of your personal information, contact the RDEK Corporate Officer at 250-489-2791.

Page 1 of 4

3. Referrals

The applicant must refer this application and the event plan described under "Required Information" to the following agencies or individuals for review in order to allow them an opportunity to provide written comments confirming whether they have concerns about the application or Special Event.

a) **Environmental Health Officer** for the location in which the Special Event is to be held:

Please indicate below whether you have any concerns with this application or Special Event.

- ☐ No concerns ☐ Concerns have been addressed
☐ Concerns not addressed

List concerns or comments (attach a separate page if required):

Name

Signature

- ☐ No comments received by applicant Date referral submitted: _____

b) **RCMP** detachment for the location in which the Special Event is to be held:

- ☐ No concerns ☐ Concerns have been addressed
☐ Concerns not addressed

List concerns or comments (attach a separate page if required):

Name

Signature

- ☐ No comments received by applicant Date referral submitted: _____

c) **Fire Chief** of the fire protection service area in which the Special Event is to be held or, if no fire protection service area exists, the **Office of the Fire Commissioner**:

Please indicate below whether you have any concerns with this application or Special Event.

- ☐ No concerns ☐ Concerns have been addressed
☐ Concerns not addressed

List concerns or comments (attach a separate page if required):

Name

Signature

- ☐ No comments received by applicant Date referral submitted: _____

4. Consent of Registered Owner(s) or Occupier(s)

As the registered owner(s) or occupier(s) of the land described in this application where the Special Event will be held, I/we hereby consent to the holding of the Special Event.

Registered Owner/Occupier Name

Signature

Print Name of Authorized Signatory
(if applicable)

5. Applicant's Signature

By signing below I hereby certify that I am authorized to act on behalf of the above named organization and that I have read, understand, and agree to comply with all provisions of Regional District of East Kootenay Control of Special Events Bylaw No. 277. I and the above named organization agree to indemnify and save harmless the Regional District of East Kootenay, its directors, officers, agents, and employees from any and all actions arising from or because of the Special Event.

Name of Applicant's Authorized Signatory

Signature

FOR OFFICE USE ONLY

RDEK Compliance Officer

☐ No conflict with RDEK regulations ☐ Potential conflict with RDEK regulations

Comments: _____

Signature

Date

Board Meeting / Special Conditions

Board Date / Resolution #:

Security Deposit Required / Amount:

Exemption to Noise Control Regulation Bylaw:

Insurance Required / Amount:

Application Fee

Application Fee Paid:

Receipt #:

Required Information

ALL APPLICATIONS must be submitted in writing to the Regional District of East Kootenay not less than sixty (60) days prior to the commencement of the Special Event or any planned advertising of the event and must be accompanied by the following information:

- ☐ Application Fee of \$90.00
- ☐ An event plan that includes and outlines the plans made for the following:
 - fire protection;
 - first aid;
 - toilet facilities;
 - garbage and recycling collection and removal;
 - internal security of the site;
 - food safety;
 - parking;
 - traffic control;
 - liquor being served;
 - prevention of excessive or disturbing noises and/or nuisances; and
 - contact person during the Special Event.
- ☐ Comments from the referral agencies or individuals listed in Section 3 of this application.
 - If the applicant does not receive comments from a referral agency or individual, the applicant must complete Section 3 by indicating "no comments received by applicant" and enter the date the application was referred to the agency or individual.

Important Information

Regional District of East Kootenay Control of Special Events Bylaw No. 277 prohibits the holding of a Special Event without a Licence under that Bylaw. Please make sure that you review Bylaw No. 277 and are aware of all regulations.

You may not publicize this event in any manner before a Licence for it has been issued by the Regional District of East Kootenay.

This event may require permits or approvals in addition to the Special Event Licence. It is your responsibility to ensure that you have acquired all necessary permits or approvals.

APPENDIX D – LEASE CONTRACTS

GIRL GUIDES OF CANADA



REGIONAL DISTRICT OF EAST KOOTENAY

Agreement : 13-E

File: Qcl 126 011

Term: 25 years commencing date of signing

THIS AGREEMENT dated for reference the 14 day of April, 2008⁹

BETWEEN:

REGIONAL DISTRICT OF EAST KOOTENAY, a Regional District pursuant to the Local Government Act, RSBC 1996, Chapter 323 and incorporated pursuant to the laws of the Province of British Columbia with a place of business at 19 - 24th Avenue South, Cranbrook BC V1C 3H8;

("the RDEK")

OF THE FIRST PART

AND:

TRUSTEE:

GIRL GUIDES OF CANADA – GUIDES DU CANADA

50 Merton Street
Toronto ON M4S 1A3;

BENEFICIARY:

GIRL GUIDES OF CANADA – GUIDES DU CANADA

CRANBROOK DISTRICT

PO Box 124
Cranbrook BC V1C 4H7;

("the Lessee")

OF THE SECOND PART

WHEREAS

- (a) The RDEK is empowered to lease land to a not for profit corporation;
- (b) The Lessee is desirous of leasing land within the undeveloped portion of the Wycliffe Regional Park for use by the Girl Guides of Canada Cranbrook District;
- (c) The Lessee has approved and consented to the terms and conditions hereinafter set out;

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the RDEK hereby demises and leases unto the Lessee the lands and premises legally described as:

A portion of District Lot 15770 Kootenay District, Except Right of Way Plan 6146

("the Leased Land")

being approximately 10 acres and as outlined on the attached plan and marked as Schedule A, all upon the terms, conditions and covenants hereinafter set forth.

1. DEFINITIONS

- 1.1 **Building** means any structure used or intended for supporting or sheltering any use or occupancy.
- 1.2 **Improvements** means any building, structure, fixture or similar thing constructed or placed on the Leased Land.
- 1.3 **Structure** means anything built, placed or constructed that is fixed to, sunk into or supported by the soil or another structure, excluding signs, fences, concrete footings, paved surfaces and retaining walls less than 1.5 metres in height.

2. TERM

- 2.1 The term of the Lease shall be for a period of 25 years commencing on the date of execution of this Agreement ("the Term").

3. LEASE FEE

- 3.1 The Lessee shall pay an annual lease fee of \$600.00 for 10 years after which the lease fee shall be reviewed.
- 3.2 The lease fee required under Section 3.1 shall be payable annually on the anniversary date of this Agreement with the first payment becoming due and payable upon the signing of this Agreement.

4. PAYMENT OF TAXES

- 4.1 The Lessee will pay or cause to be paid all rates, taxes and assessments, of whatsoever description, that may at any time during the Term be lawfully imposed, and become due and payable, upon, or in respect of the Leased Land, or any part thereof or any Improvements.

5. COMPLIANCE WITH REGULATIONS

- 5.1 The Lessee shall in all respects abide by and comply with all applicable lawful rules, regulations and bylaws of the federal, provincial or municipal governments or any other

governing body whatsoever and with all local police, health or fire regulations or bylaws, in any manner affecting the Leased Land.

6. ASSIGNMENT

- 6.1 The Lessee shall not make any assignment of this Lease or renewals thereof nor any transfer or sublease of the whole or any part of the Leased Land without obtaining the prior written consent of the RDEK to such assignment, transfer or sublease, which consent may be arbitrarily withheld by the RDEK.

7. ACCESS

- 7.1 The RDEK shall have full and free access for inspection purposes during normal business hours and in the presence of a representative of the Lessee to any and every part of the Leased Land. Notwithstanding the foregoing, in cases of emergency, the RDEK, its officers, servants or agents, shall at all times and for all purposes have full and free access to the Leased Land.

8. POSSESSION

- 8.1 The Lessee shall have quiet possession of the Leased Land PROVIDED ALWAYS that the RDEK may make and promulgate such rules of conduct within the Leased Land as may be necessary for the protection of the Leased Land and for the control, protection, and convenience of the public.

9. PURPOSE

- 9.1 The Leased Land and any Improvements shall be used for recreational and wilderness camp purposes, any and all Girl Guides of Canada sanctioned activities, and for no other purpose or purposes whatsoever.

10. "AS IS" CONDITION

- 10.1 The Lessee accepts the Leased Land in an "as is" condition.

11. CLAIM OR DEMAND

- 11.1 The Lessee shall not have any claim or demand against the RDEK and/or any of its officers, servants or agents for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Leased Land, or to any person or property, including any Improvements, erection, equipment, materials, supplies, motor or other vehicles, fixtures and articles, effects and things erected, brought, placed, made or being on or about the Leased Land unless such damage or injury is due to the

negligence of any agent, officer or servant of the RDEK while acting within the scope of his duties or employment.

12. ERECTION AND MAINTENANCE OF BUILDINGS OR STRUCTURES

- 12.1 The Lessee shall not construct, erect, or install, or allow any person to construct, erect, or install, any buildings or structures on the Leased Land without obtaining the prior written approval of the RDEK of plans showing the design and nature of construction of such buildings or structures and their proposed location. All such buildings or structures shall be constructed and thereafter maintained by and at the cost and expense of the Lessee to the satisfaction of the RDEK. The Lessee shall not remove, sell, or sub-let any buildings or structures constructed, erected or installed as aforesaid without written consent of the RDEK.
- 12.2 If, at any time during the term of this Lease or any renewal thereof, the Lessee defaults in its obligation of maintaining the Leased Land and Improvements, in accordance with the requirements of this Lease, the RDEK may give written notice to the Lessee specifying the respect in which such maintenance is deficient. If, within 15 days from the giving of such notice, the default specified in such notice has not been remedied to the satisfaction of the RDEK, the RDEK may enter upon the Leased Land and Improvements and perform such maintenance, at the cost and expense of the Lessee, plus such additional charges as may then be applicable.

13. MAINTENANCE OF LEASED AREA

- 13.1 The Lessee shall, at the cost and expense of the Lessee, maintain the landscaping and construct and maintain the roads on the Leased Land and shall keep the Leased Land free of debris and neat and tidy at all times, all to the satisfaction of the RDEK.

14. NUISANCE

- 14.1 The Lessee shall not do, suffer or permit to be done any act or thing upon or above the Leased Land or Improvements which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Leased Land or Improvements or to the public generally.

15. ENVIRONMENTAL PROTECTION STATUTES

- 15.1 The Lessee shall accede to and abide by federal environmental protection statutes, regulations and bylaws thereto and appropriate provincial, territorial and/or municipal or local environmental protection statutes, regulations and bylaws.

16. POLICE AND FIRE PROTECTION

- 16.1 The RDEK shall not be responsible for providing fire protection to nor policing of the Leased Land or any Improvements.

17. FIRE PREVENTION

- 17.1 The Lessee shall, at the expense of the Lessee, take all precautions to prevent fire from occurring in or about the Leased Land and Improvements, and shall observe and comply with all laws and regulations in force respecting fires.
- 17.2 The Lessee shall not allow any person, without authority from the RDEK, to kindle, build, light, maintain, or use a fire except in a place provided or designated for that purpose.

18. ADVERTISING

- 18.1 The Lessee shall not permanently construct, erect, place or install on the outside of the Improvements or on the Leased Land any poster, advertising sign or display, electrical or otherwise, without first obtaining the written consent of the RDEK.
- 18.2 The Lessee shall not permit a commercial vehicle or any vehicle on which is displayed advertising of any kind, or any vehicle equipped with a public address system, to be driven within any part of the Leased Land for the purpose of advertising or demonstrating, except as may be authorized by the RDEK.
- 18.3 The Lessee shall not permit any person without authority from the RDEK so to do, to permanently place or display on any part of the Leased Land, any work, character, or device designed to advertise any person, business, profession, group, association, article, thing, exhibition, matter, or event.

19. DRAINAGE AND DISCHARGE OF MATERIAL

- 19.1 The Lessee shall not discharge, cause or permit to be discharged or howsoever to pass into the sewer systems, storm drains or surface drainage facilities or elsewhere any deleterious material, noxious, contaminated or poisonous substances, all as determined by the RDEK. In the event of a discharge or escape of such deleterious material, noxious, contaminated or poisonous substance in and under control of the Lessee, the cost incurred in the clean-up to the satisfaction of the RDEK, shall be paid by the Lessee.
- 19.2 The Lessee shall not allow any person, within the Leased Land, to throw, lay, drop, discharge or deposit into or leave in the waters of the Leased Land or in any storm sewer drain or ditch flowing into said waters, any substance, matter or thing either liquid or solid which shall or may result in pollution of said waters.

20. WATER

- 20.1 The provision of potable water and all associated costs related to well drilling, testing and maintenance of a potable water system on the Leased Land are the sole responsibility of the Lessee. The water provided for potable water purposes must meet the current Guidelines for Canadian Drinking Water Quality.
- 20.2 The Lessee shall encourage and employ water conservation initiatives in its use of the Leased Land including, as applicable, installation of low flow shower heads, low flush toilets, and landscaping that requires minimal irrigation.

21. SEWAGE DISPOSAL

- 21.1 Prior to occupation of the Leased Land an approved sewage disposal method in compliance with the *Sewerage System Regulation* of the *Health Act* must be constructed. All costs associated with the design, construction and maintenance of the sewage disposal system are the sole responsibility of the Lessee. The Lessee will solely be held liable for any damages incurred by not following the prescribed maintenance plan.
- 21.2 While the approved sewage disposal system required under Section 21.1 is under construction, the Lessee is permitted to use porta-potties or other temporary toilet facilities provided always that *Health Act* requirements are met and the sewage is disposed of in a proper manner.
- 21.3 The Lessee shall not allow any person in the Leased Land to use any toilet, wash basin, sink, or other similar appliance in any trailer or recreation vehicle which is not equipped with a removable metal container for the retention of waste and liquid refuse, and the Lessee shall not allow any person to deposit the contents of said containers within any portion of the Leased Land except in places designated for that purpose by the RDEK.

22. WASTE DISPOSAL AND RECYCLING

- 22.1 The Lessee shall not allow any person to deposit, in any part of the Leased Land any garbage, refuse, sewage, empty or broken bottle, can, waste, or other debris or obnoxious material, except in a receptacle provided for that purpose.
- 22.2 The Lessee shall encourage recycling of materials included in the RDEK recycling program and shall provide appropriate recycling receptacles for use of visitors to the Leased Land.

23. PROTECTION OF NATURAL RESOURCES

- 23.1 Subject to the provisions of the *Park Act* respecting the disposal of timber and the protection of natural resources, the Lessee shall not allow any person, unless authorized by the RDEK, to remove, destroy, or damage any tree, curiosity, object, structure, work, or any property whatsoever in the Leased Land.

- 23.2 The Lessee shall be responsible for preventing introduction of invasive plants as well as exercising control over any existing infestation.

24. FIREARMS AND EXPLOSIVES

- 24.1 The Lessee shall not allow any person to hunt or to carry any loaded firearm within the Leased Land, provided that this restriction shall not apply to any member of the armed forces or to any police officer, conservation officer or park official while engaged in the performance of their duties.
- 24.2 The Lessee shall not allow any person, other than an employee with a bona fide construction or mining company engaged in the performance of his duty, to have in his possession, within any part of the Leased Land, an explosive or explosive substance, without prior authority of the RDEK.

25. VEHICLES

- 25.1 The Lessee shall not allow any person to park or leave standing any vehicle on any road or within the Leased Land, except in an area designated for that purpose.
- 25.2 The Lessee shall not cause or permit a vehicle to obstruct traffic in any area of the Leased Land.

26. LIVING OR SLEEPING QUARTERS

- 26.1 Except as provided in Sections 26.2 and 26.3, the Lessee shall not allow a trailer, recreation vehicle or any other type of vehicle to be permanently parked or used as living or sleeping quarters within any part of the Leased Land.
- 26.2 With prior written approval of the RDEK, the Lessee may allow placement of a temporary dwelling on the Leased Land for use by a caretaker employed by the Lessee.
- 26.3 With prior written approval of the RDEK, the Lessee may have designated sites or areas on which tents or recreational vehicles could be placed or a bunkhouse could be erected and used as sleeping quarters provided that such use does not exceed 14 consecutive nights.

27. ANIMAL CONTROL

- 27.1 The Lessee shall not allow any person to cause or permit any animal owned by him or in his custody or under his control, to roam at large within the Leased Land, except as may be authorized by the RDEK.

28. INSURANCE AND INDEMNITY

- 28.1 The Lessee covenants to obtain and keep in force during the term of this Lease at its sole expense, insurance satisfactory to the RDEK protecting the RDEK and the Lessee (without any rights of cross-claim or subrogation against the RDEK) against claims for personal injury, death, property damage or third party or public liability claims arising out of, in connection with, or in any way related to the Leased Land, in a form acceptable to the RDEK and in an amount not less than \$5,000,000 and with the RDEK named as an additional insured.
- 28.2 The Lessee shall indemnify and save harmless the RDEK from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed to:
- (a) any breach of any provision of this Lease to be performed by the Lessee and the officials, servants, employees, members, agents, and contractors of the Lessee; or
 - (b) the Lessee's use of the Leased Land.
- The RDEK shall not be liable for any damages, expenses or losses occurring by reason of suspension or discontinuance of the Lease where suspension or discontinuance is caused by circumstances beyond the control of the RDEK.
- 28.3 The Lessee shall place and shall at all times maintain during the currency of this Lease, insurance against fire, with respect to any Improvements on the Leased Land and any renewals hereof and all policies for such insurance shall be in an amount and in a form satisfactory to the RDEK.
- 28.4 The Lessee shall submit a Certificate or Certificates of Insurance required under this Agreement and such Certificates shall be submitted upon signing this Agreement and upon renewal of the Insurance Policy(ies).
- 28.5 The Lessee shall not do or omit to do or suffer anything to be done or omitted to be done on the Leased Land which will in any way impair or invalidate such policy or policies. Every policy shall contain a provision that written notice of cancellation shall be given to the RDEK.
- 28.6 (a) Except as provided in Section 28.6(b) of this Lease, all groups and associations using or occupying the Leased Land and Improvements must provide a minimum of \$2,000,000 liability insurance coverage with both the RDEK and the Lessee being named as additional insured.
- (b) The following events are exempt from the requirement to provide liability insurance coverage as required under Section 28.6(a) of this Lease:
- (i) private wedding ceremonies and receptions with less than 250 guests;
 - (ii) family reunions with less than 250 guests and lasting less than 48 hours; and
 - (iii) arts and crafts fairs lasting less than 48 hours.

28.7 The Lessee shall ensure that, where alcohol is being served at an event on the Leased Land, the event sponsors:

- (a) are properly licensed to serve alcohol at the event; and
- (b) provide the Lessee with confirmation that they have the appropriate liability insurance coverage, including coverage for alcohol-related incidents, for the event and have the Lessee and the RDEK named as additional insured on the insurance policy.

29. REASONABLE WEAR & TEAR

29.1 The Lessee shall not, during the currency of this Lease, do, suffer nor permit to be done any act or thing which may impair, damage or injure the Leased Land, the Improvements or any part thereof, excepting reasonable wear and tear.

30. REPAIR OF DAMAGE

30.1 If at any time or times hereafter, any damage or injury (reasonable wear and tear only excepted) should be occasioned to the Leased Land, the Improvements, or any part thereof, or to any works of the RDEK on the Leased Land, then, and in every such case, the Lessee shall, within a reasonable time upon notice thereof from the RDEK given in writing, repair, rebuild and restore the same in good, sufficient and workmanlike manner. In the event of failure on the part of the Lessee to so repair, the RDEK may, at his option, repair such damage or injury in which case the Lessee shall repay and reimburse the RDEK for all costs and expenses connected therewith or incidental thereto.

31. DEFAULT

31.1 In case any default, breach or non-observance be made or suffered by the Lessee at any time or times, in or in respect of any of the covenants, provisos, conditions and reservations herein contained, which on the part of the Lessee ought to be observed or performed, then and in every such case, provided reasonable steps have not been taken to cure any such default, breach or non-observance within 30 days from the date of notice in writing thereof from the RDEK to the Lessee, the RDEK may terminate this Lease without further notice. If required by the RDEK, the Lessee shall forthwith remove from the Leased Land all chattels, goods, supplies, articles, equipment, materials, effects and things at any time brought or placed thereon or therein by the Lessee, and shall also to the satisfaction of the RDEK repair all and every damage and injury occasioned to the Leased Land and Improvements by reason of such removal or in the performance thereof, but the Lessee shall not by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatsoever.

32. RE-ENTRY

SPINNING B HOLDINGS



Service Contract – Day Labour Services Brad Park dba Spinning B Holdings Ltd. Parcel C Grazing Contract #: 0485

File: Q cl 126 001

Contractor:	Brad Park dba Spinning B Holdings Ltd.	Contact Person:	Brad Park
Address:	5526 Stag Road, Cranbrook, B.C. V1C 7C6	Phone:	250-426-0115
		Cell:	250-919-1207
		Fax:	
RDEK Contact Person:	Jamie Davies, Recreation & Control Services Supervisor		
Address:	19-24 Ave. S. Cranbrook BC V1C 3H8	Phone:	250-489-2791
		Cell:	250-421-3134
		Fax:	250-489-3498

Scope of Work

The Contractor is responsible for all activities related to grazing at RDEK owned land identified as 'Parcel C' in Wycliffe Regional Park:

1. The Contractor shall provide grazing on RDEK owned land identified as Parcel C.
2. The Contractor shall consider Parcel C forage/hay field improvements such as cultivating, harrowing, seeding and/or fertilizing.
3. The Contractor is responsible for Parcel C fence maintenance including all materials and labour.

Length of Contract

From May 1, 2019 To: April 30, 2024

With a possible extension upon mutual agreement of the RDEK and the Contractor.

Payment Terms

The Contractor will pay the RDEK the sum of \$500 by November 30th of each year of the Contract (excluding the first year).

Indemnity and Insurance

1. The Contractor agrees to indemnify and save harmless the RDEK from any and all third party claims, demands or actions for which the Contractor is legally responsible, including but not limited to those arising out of negligence or willful acts of the Contractor or their employees or agents. This indemnity clause shall survive the termination of this Contract.
2. The RDEK shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, their employees or agents in the performance of this Contract.

.../2

Main Office
19 – 24 Avenue South
Cranbrook BC V1C 3H8
Ph: 250-489-2791 • Fax: 250-489-3498

Toll Free: 1-888-478-7335 (BC & AB Only)
Email: info@rdek.bc.ca • Website: www.rdek.bc.ca

Columbia Valley Office
264 Windermere Loop Road
Invermere BC V0A 1K3
Ph: 250-342-0063 • Fax: 250-342-0064

3. The Contractor shall, at their own expense and without limiting their liabilities herein, insure their operations under a contract of general public liability and property damage insurance, in an amount not less than \$1,000,000 inclusive per occurrence with a deductible not to exceed \$10,000, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability and shall remain in place until completion of this Contract. The RDEK shall be added as an Additional Insured. The Contractor shall furnish the RDEK with a certificate or certificates of insurance as evidence that such insurance is enforce, including evidence of any insurance renewal policy or policies.
4. If for any reason the Contractor fails to provide services satisfactorily to the RDEK, or comply with the conditions of this Contract, the Contract may be terminated by the RDEK Manager or designate upon providing written notice to the Contractor.
5. The Contractor shall ensure that it has all necessary licenses, rights, and authorities to provide and undertake the work herein.
6. The Contractor shall not assign or subcontract this Contract or any portion thereof, without the written consent of the RDEK.
7. The RDEK and the Contractor may, by reciprocal correspondence agree to add to, delete, vary or amend any provision of this Contract. The RDEK may give directives, in writing ancillary to this Contract, and any changes that are mutually agreed upon by the RDEK and the Contractor shall be included in and form part of this Contract.
8. The parties hereto agree that either party may terminate this Contract by giving the other party 30 days written notice of its intention to do so.

I/We understand and agree to the Terms & Conditions, which form part of this Agreement.

Signature of Company Representative

Name (printed)

Date

This Service Contract is hereby accepted and approved on behalf of the Regional District of East Kootenay.

Kevin Paterson
Environmental Services Manager

Holly Ronnquist
Chief Financial Officer (if over \$25,000)

Date

Date

pc: Department Manager, Finance, Contractor, Original - Vault