AGENDA FOR THE

SUMMERLAND PARKS AND RECREATION COMMISSION

MEETING TO BE HELD IN THE

CITY HALL COUNCIL CHAMBERS

TUESDAY OCTOBER 1st 2013 7:00pm

1. Minutes and Adoption

Meeting of the Parks and Recreation Commission, Tuesday Oct 16, 2012 at 7:00 pm. Appendix 5

2. Business Arising from the Meeting

A. Selection of a new Chairman

3. New Business

- A. Dogs at Beach Accesses
- **B.** Sculpture site near new Oval-about
- C. No Smoking Signs at Beaches
- D. Curling Club Lease
- E. Trail of the Okangans
- F. Centennial Trail Washout
- G. Disc Golf Proposal (Frisbee)

4. Projects and Events

- **A.** Julia Street Park Upgrades Appendix 2
- B. Rodeo Grounds Bull-riding Event

5. Other

- A. Trans Canada Trail
- B. Giants Head Park
- C. Summerland Steam

6. Next Meeting

To: Parks and Recreation Commission

From: Dale MacDonald, Director, Parks & Recreation

Date: Sept 18, 2013

Subject: Dogs at Beach Accesses (Trout Creek)

In the Trout Creek area we have 5 beach accesses. These accesses are located at Thornber, South Nixon, North Nixon, Wharf and Stoner. Currently we have "no dog": signs at Thornber and Wharf Street; the other three accesses do not have "no dog" signs. This was done intentionally as we need to have places along the lake for people that do own dogs. Currently the only 2 official dog swimming areas are at Dog Beach and the point at the provincial park Sun Oka. I have had a complaint from a person who lives on Stoner requesting a "no dog" sign. I would appreciate a discussion on the topic at the meeting.

The three options would be the following:

- 1. Leave the beach access as is and allow dogs at this location
- 2. Make this area a no dogs allowed beach access with appropriate signage
- 3. Leave the beach access as is but put a "all dogs must be on a leash" sign as a compromise.

To: Parks and Recreation Commission

From: Dale MacDonald, Director, Parks & Recreation

Date: September 18, 2013

Subject: Future Sculpture Location

With opportunities for Future sculptures in Summerland I have been working with the Arts Council on designating areas for their display. With the new completion of the oval-about there is a natural area at the northeast corner of South Victoria which would be a natural high profile area for a future sculpture or public art. I would recommend to Municipal Council that this area be made available for public art.

Appendix 1: Photo of Proposed Location

To: Parks and Recreation Commission

From: Dale MacDonald, Director, Parks & Recreation

Date: September 18, 2013

Subject: No Smoking Signs on Beaches

Please find enclosed a copy of the new signs the Parks and Recreation Department are recommending for installation at all of Summerland beaches. The no smoking signs would be placed on all our public beaches. This would be Phase 1 of a continued plan to create no smoking policies for our parks and beaches. The initial signs would be placed at the following beaches;

- 1. Crescent Beach
- 2. Peach Orchard Beach (2 signs)
- 3. Rotary Beach (2 signs)
- 4. Powell Beach (2 signs)

A motion will be required requesting Council support the creation of a no-smoking policy for Summerland beaches and that funds be budgeted in the 2014 Parks and Recreation budget for the signs. The sign would be put in place in the spring of 2014 before the busy summer tourist season.

Appendix 3: Proposed Signs

To: Parks and Recreation Commission

From: Dale MacDonald, Director, Parks & Recreation

Date: September 18, 2013 **Subject:** Curling Club Lease

Please find enclosed a copy of the new recommended Curling Club lease. The Curling Club lease expired at the end of the 2012-2013 Curling Club season. The last lease was a 3 year lease (all previous Curling Rink Leases have been for three year duration) and based on a 3% per year increase. I would recommend a new three year lease based on the following continuing to use 3% as the yearly increase.

October 2013 – March 2014 - \$30,139.60 (\$6, 027.92 per month) plus applicable taxes October 2014 – March 2015 - \$31,043.75 (\$6,208.75 per month) plus applicable taxes October 2015 – March 2016 - \$31,975.05 (\$6,395.01 per month) plus applicable taxes

The Summerland Curling Club have been notified of the changes and a motion will be needed with a recommendation to Municipal Council.

Appendix 4: Curling Club Lease

Appendix 1:



Proposed location for future art sculptures



Kin Park located at the corner of Julia Street

Appendix 3:





Appendix 4:

LICENCE OF OCCUPATION

THIS AGREEMENT dated for reference the ____ day of ______, 2013 is BETWEEN:

DISTRICT OF SUMMERLAND, PO Box 159, Summerland, B.C. V0H 1Z0

(the "District")

AND: THE SUMMERLAND CURLING CLUB Box 1241, Summerland, BC V0H 1Z0

(the "Licensee")

WHEREAS:

A. The District is the registered owner in fee simple of that parcel of land located at 8820 Jubilee Road, legally described as:

Parcel Identifier: 002256410

Legal Description: Lot 2, DL 473 ODYD, Plan 4965

(the "Lands");

- B. The licensee wishes to use and occupy the Curling Rink, inclusive of the lounge area, bar area, kitchen area, curling area and lower observation area and four sheet curling rink (the "Licence Area").
- C. The District wishes to grant to the Licensee a non-exclusive licence to use and occupy the Licence Area on the terms and conditions of this Agreement;

THIS AGREEMENT is evidence that, in consideration of the licence fee to be paid and the promises exchanged below and other good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge), the District and the Licensee agree as follows:

- 1. **Licence** The District hereby grants to the Licensee a non-exclusive licence to enter upon and use the Licence Area, on the terms and conditions set out in this Agreement.
- Term The term of this Agreement is 3 years (the "Term"), for a period on or about October 10th

 March 15th annually commencing on October 10th, 2013 (the "Commencement Date") and expiring on March 15th, 2016.
- 3. **Licence Fee** The Licensee shall pay the District an annual licence fee (the "Licence Fee"):

October 2013 – March 2014 - \$30,139.60 (\$6, 027.92 per month) plus applicable taxes

October 2014 – March 2015 - \$31,043.75 (\$6,208.75 per month) plus applicable taxes

October 2015 – March 2016 - \$31,975.05 (\$6,395.01 per month) plus applicable taxes

The Licence Fee is payable in five equal monthly payments, to be received the last day of each month beginning October 31, 2013.

- 4. **Use of Licence Area** The Licensee shall only use and occupy the Licence Area being the portion of the Recreation Centre known as the Curling Club inclusive of the lounge area, bar area, kitchen area, curling area and lower observation area for the purpose of Curling and the Curling Club Facilities and for no other purpose whatsoever.
- 5. **Licensee Covenants** The Licensee shall:
 - (a) promptly pay when due, the Licence Fee and any other amounts required to be paid by it under this Agreement;

- (b) not do, suffer, or permit anything in, on, or from the Licence Area that may be or become a nuisance or annoyance to other occupiers or users of the Lands, or to the owners, occupiers, or users of other land or premises adjacent to or near the Licence Area, or to the public, including the accumulation of rubbish or unused personal property of any kind;
- (c) keep and maintain the Licence Area, and all improvements constructed thereon, in a safe, tidy, and sanitary condition and prepare and maintain at its own cost, the ice surfaces required for its purposes, and to remove the ice at the end of each curling season;
- (d) use the Licence Area only for the purpose set out in section 4 of this Agreement;
- (e) take all reasonable precautions to ensure the safety of all persons using the Licence Area;
- (f) not commit or allow any wilful or voluntary waste or destruction of the Licence Area;
- (g) not permit the accumulation of rubbish of any kind on the Licence Area;
- (h) promptly discharge any builder's lien which may be filed against the Licence Area relating to any improvements, work or construction which the Licensee undertakes or causes to be undertaken at or on the Licence Area under the *Builders' Lien Act* (British Columbia);
- (i) pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Licence Area, including without limitation, all taxes, levies, charges and assessments; and
- (j) carry on and conduct its activities in, on, and from the Licence Area in compliance with any and all laws, statutes, enactments, bylaws, regulations, and orders from time to time in force, and to obtain all required approvals and permits thereunder, and not to do or omit to do anything in, on, or from the Licence Area in contravention thereof.
- 6. **Security** The District shall have no responsibility whatsoever for the security of the Licence Area or the Licensee's property on the Licence Area, the sole responsibility for which rests with the Licensee, and the Licensee hereby releases the District from all claims, actions, damages, liabilities, losses, costs, and expenses whatsoever as may be suffered by the Licensee arising from or related to any lack of security at the Licence Area.
- 7. **Licensee Improvements** The Licensee shall not construct any improvements or installations on the Licensee Area without the prior written consent of the District.
- 8. **Minimum Work Standards** The Licensee shall ensure that any improvements to or work done with respect to the Licence Area, including any improvements or alterations approved by the District, done by or on behalf of the Licensee comply with all applicable laws, statutes, enactments, regulations, bylaws and orders from time to time in force, including the applicable building code and bylaws of the District of Summerland.
- 9. **Insurance Requirements** The Licensee shall obtain and maintain during the Term insurance in accordance with the requirements of Schedule "A". For clarity, the insurance requirements set out in Schedule "A" are minimum requirements and are not to be interpreted in a manner that limits the Licensee's obligations under this Agreement and the Licensee shall be responsible for obtaining and maintaining such additional insurance as would a prudent licensee having similar

obligations and interests to those of the Licensee under the terms of this Agreement.

10. **Insurance Certificates** – The Licensee shall promptly, upon the District's request from time to time during the Term, provide the District with certificates of insurance confirming the placement and maintenance of the required insurance.

District May Insure – If the Licensee fails to insure as required, the District may, after 30 days' notice to the Licensee, effect the insurance in the name and at the expense of the Licensee and the Licensee shall repay the District all costs reasonably incurred by the District within 21 days of receipt of an invoice. For clarity, the District has no obligation to obtain any insurance required to be maintained by the Licensee under this Agreement.

- 11. **Licensee Indemnity** The Licensee shall indemnify and save harmless the District, and its officers, employees, contractors, and agents, from and against all claims, actions, damages, liabilities, costs, and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Licence Area, or occupancy or use of the Licence Area, or caused by or arising from any an act or omission of the Licensee, its officers, employees, agents, customers, contractors, or other invitees. This indemnity shall survive the expiry or earlier termination of this Agreement.
- 12. **Entry by District** The District may enter on the Licence Area at any time and inspect the Licence Area to determine if the Licensee is complying with the requirements of this Agreement.
- 13. **Condition of Licence Area** The Licensee accepts the Licence Area on an "as is" basis, without any representations, warranties or assurances from the District as to the state or condition of the Licence Area or its suitability for the Licensee's purposes.
- 14. **Surrender** At the expiry or earlier termination of this Agreement, the Licensee shall remove all equipment and vehicles brought onto the Licence Area and shall deliver possession of the Licence Area in good repair as required by this Agreement and in a clean, tidy, safe condition and clear of contamination arising since the commencement of the Term. Any items not removed by the Licensee within 30 days of the expiry or earlier termination of this Agreement shall be absolutely forfeited to and become the property of the District and the District may, at its sole option, retain the items or it may remove and dispose of them. The cost of removal and disposal of any items shall be charged to the Licensee, and shall be paid by the Licensee to the District forthwith.
- 15. **Ownership of Improvements at Termination** All improvements and alterations to the Licence Area done by or on behalf of the Licensee during the Term shall, without compensation to the Licensee, become the permanent property of the District as they are constructed, installed or placed in, on or under the Licence Area.
- 16. **Termination Without Default** The District may terminate this Agreement without cause on 90 days' written notice to the Licensee. The District will not be liable to compensate the Licensee for damages, costs or losses resulting from the exercise of this right of termination.
- 17. **Termination Due to Default** If and whenever:
 - (a) the Licensee is in default in the payment of the Licence Fee or any sum payable under this Agreement 90 days after the receipt of written notice of such default from the District;

- (b) the Licensee fails to observe or perform all other covenants, agreements, stipulations, obligations, conditions or other provisions of this Agreement applicable to the Licensee at a time in excess of 90 days (or such longer time stipulated by the District) after the receipt of written notice of such failure from the District;
- (c) the Licensee vacates or abandons the Licence Area for more than 90 consecutive days and notice of such abandonment is given by the District, as evidenced by the removal of the Licensee's equipment;
- (d) any of the goods or chattels of the Licensee shall be at any time seized in execution or attachment by any creditor of the Licensee;
- (e) a receiver or receiver-manager is appointed in respect of any property of the Licensee;
- (f) the Licensee should make any assignment for the benefit of creditors or shall make any bulk sale;
- (g) if the Licensee should become bankrupt or insolvent or take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors, or if the Licensee receives from any of its secured creditors a notice under the Bankruptcy and Insolvency Act (Canada) advising the Licensee that the secured creditor intends to realize upon security located on the Licence Area; or
- (h) any order should be made for the winding up of the Licensee or other termination of the corporate existence of the Licensee;

then in any such case, at the option of the District, this Agreement may be immediately terminated by notice to the Licensee, and the Licensee shall cease all use and occupation of the Licence Area and return the Licence Area to the District in the manner required as if this Agreement had expired.

- 18. **Assignment** The Licensee shall not assign or sublicence its interest in the Licence Area or its rights under this Agreement in whole or in part. The Licensee shall not permit or allow any other person to occupy or use the Licence Area.
- 19. **Notices** Where any notice, request, direction or other communication must be given or made by a party under this Agreement, it must be in writing and is effective if delivered in person, sent by registered mail addressed to the party for whom it is intended at the address set forth above in this Agreement or sent by facsimile, to the District at facsimile number (250) 494-1415, provided that any notice to the District must be to the attention of the District's Director of Corporate Services. Any notice, request, direction or other communication is deemed to have been given if delivered in person, when delivered; if by registered mail, when the postal receipt is acknowledged by the other party; and, if by facsimile, when transmitted. The address or facsimile number of a party may be changed by notice in the manner set out in this provision.
- 20. **Enurement** This Agreement enures to the benefit of and binds the Licensee and the District and their respective successors and, in the case of the District, its assigns.

- 21. **Licensee's Representations and Warranties** The Licensee represents and warrants to the District that the Licensee:
 - (a) is a not for profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain for its members;
 - (b) has the power and capacity to enter into and carry out the obligations under this Agreement; and
 - (c) has completed all necessary resolutions and other preconditions to the validity of this Agreement.
- 22. **No Joint Venture** Nothing contained in this Agreement creates a relationship of principal and agent or of joint venture or business enterprise or entity between the parties or gives the Licensee any power or authority to bind the District in any way.
- 23. **No Restriction** The covenants herein shall not in any way restrict the right of the District at any time from altering the Licence Area in any way. Nothing in this Agreement affects the right of the District to exercise its powers within its jurisdiction.
- 24. **Entire Agreement** This Agreement is the entire agreement between the parties regarding its subject matter. This Agreement may not be modified or amended except by an instrument in writing signed by both parties.
- 25. **Waiver or Non-Action** Waiver by the District of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the District to take any action with respect to any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant or condition.
- 26. **Severance** If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid will not affect the validity of the remainder of the Agreement.
- 27. **Schedules** The following are the Schedules to this agreement and form an integral part of this Agreement:

Schedule "A" – Insurance Requirements

- 28. **Time of Essence** Time is of the essence in this Agreement.
- 29. **Governing Law** This Agreement is governed by, and is to be construed in accordance with, the laws in force in the Province of British Columbia.

IN WITNESS WHEREOF the District and the Licensed written below.	e have executed this Agreement as of the dates
DISTRICT OF SUMMERLAND by its authorized	d signatories:
Mayor:	

Mayor:
Clerk:
Date:
SUMMERLAND CURLING CLUB by its authorized signatories:
Name:
Name:
Date:

SCHEDULE "A" Insurance Requirements

The Licensee shall obtain and maintain:

- (a) comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the Licensee's use and occupation of the Licence Area in an amount of not less than \$2,000,000.00 per occurrence (or in such greater amount as may be required from time to time by the District);
- (b) "all risks" property insurance for replacement cost of all of the Licensee's improvements, personal property and fixtures that are in the nature of trade fixtures; and
- (c) any other form or forms of insurance that the District may reasonably require from time to time in such amounts and for such perils against which a prudent licensee acting reasonably would protect itself in similar circumstances.

All policies of insurance required to be taken out by the Licensee shall be with companies satisfactory to the District and shall, unless otherwise approved in writing by the District:

- (a) name the District as an additional insured;
- (b) include that the District is protected notwithstanding any act, neglect or misrepresentation by the Licensee which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the District and that any coverage carried by the District is in excess coverage;
- (e) not be cancelled or materially modified without the insurer providing the District with 30 days written notice stating when such cancellation is to be effective or identifying the modification;
- (f) not include a deductible greater than \$5,000.00 per occurrence;
- (g) include a cross liability clause; and
- (h) be on other terms acceptable to the District, acting reasonably.

Appendix 5:

Summerland Parks and Recreation Commission

Date Oct 23rd 2012

The Regular Meeting of the Parks and Recreation Commission of the District of Summerland was held in the Council Chambers, 13211 Henry Avenue, Summerland, B.C., on the 23rd day of October, 2012 at 7:00 pm.

Committee members in attendance were: Ted Pepperdine (Chairperson), Lloyd Christopherson (Councilor), Jenny Nemeth, Linda Beaven (School Board Representative), Audie Yastremski, Dave Barron, Donna Eaton

Committee members absent: Sandra Mah

Staff members in attendance were: Emma Hartwick (Recording Secretary), Dale MacDonald (Director, Parks and Recreation).

Other: Robert Hacking (Councillor)

1. CALL TO ORDER

Ted Pepperdine (Chairperson) called the meeting to order at 7:00 pm.

2. ADOPTION OF MINUTES

Moved by Linda Beaven, Seconded by Dave Barron

THAT the minutes of the Regular Meeting of Parks and Recreation Commission Committee on April 30th 2012 be adopted.

Carried

3. ADOPTION OF ADGENDA

By consensus, members agreed to adopt the agenda.

4. BUSINESS ARISING FROM THE MEETING

A. Fees & Charges

The recommendation to raise fees and charges for the Parks and Recreation department has now been passed by council and implemented as of Sept 2012. This increase coincides with the beginning of the school year with the notice of the increase going out in the spring of 2012. This schedule works well with user groups as it gives plenty of notice of any upcoming increases to rates. The current rates will remain in effect for the next two years.

Members expressed concern that raising rates could have a negative effect on revenues from the hockey schools. The Director clarified that the increase for summer hockey schools was at a lower rate increase (4%) as opposed to the (10%) for other the other rates.

Revenues across the board are satisfactory with the exception of Public swimming which have been down due to the opening of the new pool in Penticton. The aquatic staff has implemented special events to attract patrons to the public swims which include Toonie Tuesdays as well as movie and game nights. School lessons have rebounded now that the schools PACs are contributing to the costs.

5. <u>NEW BUSINESS</u>

A. Dogs in Peach Orchard Beach/Park

A letter has been received by council requesting that off leash dogs be allowed in Peach Orchard Beach Park between the dates of May 1 through to Oct 1 each year. Currently dogs are only allowed in the enclosed dog beach area during this time and not allowed in the Park off leash. It is only between the dates of Oct 1 and May 1 that off leash dogs are allowed in the park.

Members feel that due to increased usage of the Park during the spring and summer months by families with small children it would not be appropriate for dogs to be off leash in the park during that time. Members raised concerns regarding the waste, health and safety issues that may occur if off leash dogs were allowed in the Park during spring and summer months. As there are alternative off leash areas for dogs in Summerland already the commission members did not feel that it was necessary to make this area available for off leash dogs.

Moved by Linda Beavin, seconded by Jenny Nemeth

That the Parks and Recreation Commission recommend that off leash dogs not be allowed in the Park or on the beach at Peach Orchard Park between the dates of May 1st – Oct 1st each year except in the designated off leash dog beach area.

B. Centennial Walking Closure/Grant Application

The Centennial walking trail has had to be closed due to a washout that had occurred in the spring of this year. After an early spring storm the trail had sustained extensive damage and is no longer safe to remain open to the public. In addition to the erosion of the bank there were environmental concerns with Prairie Creek below. As there is not a realistic alternate route to the existing trail the district has gone to tender for geotechnical engineering services to review the slope stability and to obtain costs estimates on rebuilding the trail. The information collected during this process would then be used to apply for the "Community infrastructure improvement fund" which has a mid-November deadline for application.

C. Campground September Opening

After a request from the public to extended Peach Orchard Campgrounds operating season in to include the entire month of September, it was tested as a pilot project in 2012. The Campground operator found that after the long weekend in September there were very few bookings at the campground. It was noted that the Provincial Campground on Okanagan Lake reduces their rates to \$11 per night after the long weekend which could be one cause of the low bookings at that time of year. It was suggested that September 15th of each year would be a reasonable extension to the Peach Orchard Campground operating season but that to remain open past that date would not be financially viable for the campground operator based on the number of visitors.

Moved by Dave Barron, seconded by Audie Yastremski

That the Parks and Recreation Commission recommend to council that the Peach Orchard Campground be closed for the season as of September 15th of each year due to lack of visitors.

D. Little Giant's Head

A request to lease a portion of Little Giants Head Mountain by a business in Summerland has resurfaced again during the summer months. This topic had previously been discussed at the April 30th 2012 meeting of the Parks and Recreation Commission which resulted in the commission making a recommendation to council not to allow the land in question to be leased out for commercial purposes. Councilor Christopherson has explained that due to shrinking revenues local governments are looking at their inventory of lands to see if there is anything they can do with unused or underutilized areas to generate additional revenues. It is possible that this issue may arise again in the future. The Director of Parks wanted to make sure that the commission was aware that there could be more of these requests to council. A question arose about whether Giant's Head Park was a dedicated park. The Director clarified that in Summerland none of its Parkland is "dedicated" but that they are zoned parkland and are also identified on the Summerland OCP as Parks.

E. Trans Canada Trail (Conkle Mountain)

A member of the Public has expressed concern over the condition of the Trans Canada Trail along Conkle Mountain. The Director has cited a variety of reasons for the condition of the trail at this time. The long stretch of dry weather, the crusher dust material placed on the pathway not being the proper material to be used as well as the increased horse traffic on the trail all contribute to the poor condition of the trail. In the fall the Parks Department will do some dragging of the trail but some significant rain is needed before this can be done. The Director is also working with the operator of the Kettle Valley Trail rides to find alternate routes for his business, at this time the operator has already reduced his use of the trail by 70% but does still use certain sections. A better surface for the trail is what is ultimately needed to make the trail better for all uses.

4. PROJECTS AND EVENTS

A. Dale Meadows Playground Opening

The new playground at Dale Meadows Park had its official opening in June of this year. It has become a very popular and well used playground. This project was a partnership between the Summerland Kinsman Club, the Summerland Rotary Club, Astral Media and The district of Summerland.

B. Powell Beach Playground Opening

The official opening of the new Powell Beach Playground was in September of this year. A community BBQ was sponsored by IGA for the opening ceremonies and was well attended by the public. This project was fully funded by the Summerland Lions Club and a special tribute was paid to them with the installation of a large Crest built into the Playground recognizing their contribution. This will be the Summerland Lions last project in Summerland as they are disbanding due to low membership numbers.

5. OTHER

Ted Pepperdine has served as Chairperson for the Parks and Recreation commission for a number of years. The Chairperson and The Director feel that it may be time for another member to take over as chair. The appointment of a new Chairperson will be discussed at the next meeting of the Parks and Recreation Commission meeting in the spring of 2013.

The next regular meeting of the Parks and Recreation Commission will be in the Spring of 2013		
7. <u>TERMINATION</u>		
The meeting terminated at 8:15pm		
Certified Correct:		
Chairman Ted Pepperdine	Recording Secretary Emma Hartwick	

6. NEXT MEETING