



THE CORPORATION OF THE CITY OF GRAND FORKS

EXCLUSIVE USE OF PUBLIC PROPERTY BYLAW NO. 2090

A Bylaw to regulate the Exclusive Use of Public Property.

The Municipal Council for the Corporation of the City of Grand Forks, in open meeting lawfully assembled, **ENACTS** as follows:

Citation

1. This bylaw may be cited as the “**Exclusive Use of Public Property Bylaw No. 2090**”.

Definitions

2. In this bylaw, unless the context otherwise requires:
 - 2.1. “**Applicant**” means an applicant for a *Permit*, and for the purposes of this Bylaw, also means the holder of a *Permit*, once issued, and includes *Mobile Vendors* and *Renters*.
 - 2.2. “**Application**” means an application for a *Permit*, *Permit* renewal, or *Municipal Facility Rental*.
 - 2.3. “**Boulevard**” means that portion of a *Highway* between the curb lines or the lateral lines of a roadway or the shoulder thereof and the adjoining property line.
 - 2.4. “**Building Official**” means the person designated in or appointed to that position by the City, and includes a building inspector, plan checker, plumbing inspector gas inspector, or electrical inspector designated or appointed by the City, and for certainty the building official is the “building inspector” referred to in the *Community Charter* and *Local Government Act*;
 - 2.5. “**Business**” means the carrying on of a commercial or industrial undertaking of any kind or nature or the providing of professional, personal, or other services for the purpose of gain or profit and for the purpose of this Bylaw includes not-for-profit or other type of benevolent organization.
 - 2.6. “**Business Licence**” means an approved and valid *City Licence* or Inter-Community Business Licence.
 - 2.7. “**Business Licence Bylaw**” means the *City’s* Business Licence Bylaw No. 1384, as amended or replaced from time-to-time.
 - 2.8. “**City**” means the Corporation of the City of Grand Forks.
 - 2.9. “**Commercial Use**” means use of a *Municipal Facility* by any person, group or organization whose use of the facility is primarily for financial gain.
 - 2.10. “**Community Support Policy**” means the *City’s* Community Support Policy No. 501, as amended or replaced from time-to-time.

- 2.11. **“Event”** means a *City* approved event, *Special Event* or festival; and includes *Farmers Markets*.
- 2.12. **“Events Delegation Bylaw”** means the *City Events Delegation Bylaw No. 2056*; as amended or replaced from time-to-time.
- 2.13. **“Exclusive Use”** refers to the primary or dominant use of a *Public Property* for a predefined term as detailed in the *Permit* or *Rental Agreement*, as opposed to incidental use.
- 2.14. **“Farmers Market”** means an open air or fully or partly covered market, for the sale of goods directly by the producers, or their representatives who are involved in the production of fresh, dried or frozen fruit and vegetables, dried or frozen meat and seafood, eggs, dairy products, plants, prepared and ready to eat foods and/or artisan crafts.
- 2.15. **“Fees and Charges Bylaw”** means the *City’s Fees and Charges Bylaw No. 1958, 2014*, as amended or replaced from time-to-time.
- 2.16. **“Fixed Business”** means a building or part of a building located on a parcel of land from which a *Business* is operated.
- 2.17. **“Frontage”** means the common boundary shared by a property line and a *Highway*.
- 2.18. **“Highway”** means:
- 2.18.1. any public streets, roads, ways, trails, lanes, bridges, trestles, ferry landings and approaches, and any other public way, pursuant to the definition in the *Highway Act*, as amended,
 - 2.18.2. every road, street, lane and right of way designed or intended for use by the general public for the passage of vehicles, and
 - 2.18.3. every private place or passageway to which the public, for the purpose of the parking or servicing of vehicles, has access or is invited;
- 2.19. **“Mobile Vendor”** means any person offering for sale or selling goods, food, amusements, or services from a *Mobile Vending Unit*;
- 2.20. **“Mobile Vending Unit”** means a motor vehicle, trailer, non-motorized vehicle, temporary structure or display, or stand that is not permanently affixed to real property, permitted by a *Permit* and designed or used for offering the sale of goods, food, amusements, or services.
- 2.21. **“Municipal Facility”** means a park, building, structure, or green space owned by the *City* customarily available for use by the public, with or without payment of a fee or charge.
- 2.22. **“Municipal Ticket Information Bylaw”** means the *City’s Municipal Ticket Information Bylaw No. 2073*, as amended or replaced from time-to-time.

- 2.23. "**Noise Control Bylaw**" means the *City's* Noise Control Bylaw No. 1963, as amended or replaced from time-to-time.
- 2.24. "**Official Community Plan**" or "**OCP**" means the *City's* Official Community Plan Bylaw No. 1919, as amended or replaced from time-to-time.
- 2.25. "**Parklet**" means an outdoor area located on a sidewalk and/or within designated parking spaces, or if approved by *Council* on a *Roadway*, for which there is a valid *Permit* issued for the purpose of providing a location for public gathering free of charge.
- 2.26. "**Park and Public Spaces Access Bylaw**" means the *City Park and Public Spaces Access Bylaw No. 2057*; as amended or replaced from time-to-time.
- 2.27. "**Permit**" means a Permit for a *Sidewalk Patio*, *Parklet* or a *Mobile Vending Unit*, or a *Municipal Facility Rental Agreement* issued by staff under the provisions of this bylaw.
- 2.28. "**Public Property**" means any real property or portions of real property owned or leased by the City to which the public is ordinarily invited or permitted to be in or on, and includes, but is not necessarily limited to, the grounds of public facilities or buildings, the Kettle and Granby Rivers' foreshore, *Highways*, *Sidewalks*, *Boulevards*, and public parking lots.
- 2.29. "**Rental Agreement**" means a written agreement between a *Renter* and the *City* authorizing use of a *Municipal Facility*.
- 2.30. "**Renter**" means a person, group, or organization that engages with the *City* for the purpose of a rental of a *Municipal Facility*.
- 2.31. "**Roadway**" means the portion of the *Highway* that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder; and where a *Highway* includes two or more separate roadways, the term roadway refers to any one roadway separately and not to all of the roadways collectively.
- 2.32. "**Seasonal Rental**" means the rental of a *Municipal Facility* on a weekly, bi-weekly or other defined schedule basis for one (1) or more consecutive months.
- 2.33. "**Sidewalk**" means the area between the curb lines or lateral lines of a *Roadway* and the adjacent property lines improved for use of pedestrians.
- 2.34. "**Sidewalk Patio**" means an outdoor patio on a *Sidewalk* and/or within designated parking spaces on a *Highway*, for which there is a valid *Permit* for the purpose of providing a location to host a *Business*.
- 2.35. "**Special Event**" means an event with an anticipated greater than 500 attendance level including but not limited to tournaments, championships, tradeshow, fairs, large meetings or gatherings, or City sponsored events.
- 2.36. "**Staff**" means the Chief Administrative Officer for the *City* or designate.

- 2.37. "**Structure**" means anything that is built, constructed, or erected, the use of which requires location on the ground, or attached to something having location on the ground.
- 2.38. "**Traffic Regulations Bylaw**" means the *City's* Traffic Regulations Bylaw No. 1956, as amended or replaced from time-to-time.

Intent

- 3. The intent of the Exclusive Use of Public Property Bylaw is to regulate the use of *Public Property* under the direction, control, and management of the *City*, including, but not limited to:
 - 3.1. Sidewalks and Parking Spaces
 - 3.2. Highways
 - 3.3. Parks, Sports Fields, and other Facilities.

Further, the intent is also to not allow any grandfathering of any previously established agreements or resolutions of Council and by establishing this Bylaw, all *Applicants* will receive the same equal and fair process regarding *Exclusive Use of Public Property*.

General

4. Permit Application Requirements

- 4.1. To obtain a *Permit*, an *Applicant* must:
 - 4.1.1. Submit a complete *Application*, on the form prescribed by *Staff*,
 - 4.1.2. Provide plans and details for proposed *Sidewalk Patio* or *Parklet* or *Mobile Vending Unit*, and such plans shall provide details of the showing the area of the *Sidewalk* or *Highway* or other *City* owned property to be occupied, the location and type of all fixtures or other objects which shall be placed within any area of the *Sidewalk* or *Highway* or other *City* owned property to be occupied.
 - 4.1.3. Produce copies of all obtained additional applicable federal and provincial permits, licences, approvals clearances, and /or insurances to operate legally and produce copies of the same to the *City* with the completed *Application* that the proposed work set out in the *Application* requires, and the proposed work conforms to this Bylaw and all other applicable bylaws of the *City*;
 - 4.1.4. Pay the non-refundable fee prescribed in the *City's Fees and Charges Bylaw* and shall not be prorated;
 - 4.1.5. Provide proof of comprehensive general liability insurance coverage in an amount not less than Two Million (\$2,000,000.) dollars with insurance coverage for the entire length of the *Permit* period;
 - 4.1.5.1. If the insurance coverage expires during the *Permit* period, then the *Permit* is deemed to have expired and the *Applicant* must vacate the *Public*

Property in accordance with this bylaw, unless the *Applicant* provides proof of additional insurance coverage.

- 4.1.6. The *City* is added as an additional insured in the *Applicant's* comprehensive general liability insurance with respect to any loss, claims, actions, damages, costs (including solicitor costs), liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever including arising from the design, construction, maintenance, operation, or removal of a *Sidewalk Patio, Parklet, Mobile Vending Unit*, or from *Sidewalk or Highway* or other *City* owned property remediation related thereto; and, and further that the *City* is included for primary notification for lapsing or cancellation of insurance.
- 4.1.7. the *Applicant* agrees to indemnify the *City* in accordance with the agreement included in the *Application* form.

Specific For Sidewalk Patios, Parklets, and Mobile Vending Units

- 4.2. The *Applicant* operating a *Mobile Vending Unit* must provide proof of registration for all *Mobile Vending Units*.
- 4.3. *Staff* may approve a *Permit* for issuance if *Staff* is satisfied that the *Sidewalk Patio* or *Parklet* or *Mobile Vending Unit* will not:
 - 4.3.1. unreasonably obstruct or interfere with vehicle, bicycle or pedestrian traffic or vehicle, bicycle or pedestrian safety;
 - 4.3.2. unreasonably obstruct or interfere with the ability of the *City* or any permitted third-party utility company to construct, install, repair or maintain a municipal work, service, utility or other improvement;
 - 4.3.3. unreasonably interfere with the public's use and enjoyment of the *Sidewalk* or *Highway*;
 - 4.3.4. unreasonably interrupt the sightlines along the *Sidewalk* or *Highway*;
 - 4.3.5. present a risk of harm to the health or safety of the public;
 - 4.3.6. result in insufficient parking or loading space within the street block;
 - 4.3.7. contain fixtures which cannot be easily removed;
 - 4.3.8. cause damage to the *Sidewalk* or *Highway*; or,
 - 4.3.9. contravene the provisions of this or any other Bylaw.

5. Permit Validity Period

- 5.1. A *Permit* for a *Sidewalk Patio* or *Parklet* is valid from April 1 to October 31 in the year it is issued. Council may, by resolution, allow for all year *Sidewalk Patio* or *Parklet* use.

- 5.2. A *Permit* for a *Mobile Vending Unit* can be issued for a full calendar year from the date of application.
- 5.3. A *Municipal Facility Rental Agreement* can be issued to allow for flexible uses throughout the year, such as, but not limited to, seasonal sports activities.
- 5.4. Upon expiry of a *Permit*, all fixtures and *Structures* placed within a *Sidewalk Patio* or *Parklet* must be completely removed within 7 days.
- 5.5. Despite 5.1, the *Permit* validity period may be extended subject to the approval of *Staff*.
- 5.6. *Staff* may renew an approved *Permit* annually if:
 - 5.6.1. the renewal *Application* fee is paid;
 - 5.6.2. proof of *Business Licence* is provided;
 - 5.6.3. proof of insurance as outlined in section 4.1.5 is provided;
 - 5.6.4. the *Sidewalk Patio* or *Parklet* or *Mobile Vending Unit* was lawfully operated the previous year; and,
 - 5.6.5. the approved *Sidewalk Patio* or *Parklet* or *Mobile Vending Unit* has not substantially changed.

6. Terms and Conditions of a Permit

- 6.1. Every *Applicant* must:
 - 6.1.1. comply with this Bylaw;
 - 6.1.2. ensure that all the restrictions, requirements, specifications, terms, and conditions of the *Permit* are met;
 - 6.1.3. comply with the plans and specifications forming part of the *Permit*, and complete the work required by the plans and specifications of the *Permit*; and,
 - 6.1.4. submit a request to the *City* to inspect the *Sidewalk Patio* or *Parklet* or *Mobile Vending Unit* before use of the *Sidewalk Patio* or *Parklet* or *Mobile Vending Unit* each year.
- 6.2. To allow the construction, installation, repair or maintenance of any municipal work, service, utility or other improvement owned by the *City* or a permitted third-party utility company, the *Applicant* must:
 - 6.2.1. allow *Staff* and agents of the *City* and of any permitted third-party utility company to enter the approved area of the *Permit*; and,
 - 6.2.2. when requested by *Staff*, remove any part of the *Sidewalk Patio* or *Parklet* or *Mobile Vending Unit* within 48 hours, or immediately in the event of an emergency, for scheduled utility or service installation, maintenance, or repair.

- 6.3. Where an *Applicant* neglects, refuses or fails to remove that part of a *Sidewalk Patio* or *Parklet* or *Mobile Vending Unit* under section 6.2, or fails to do so within the time specified, *Staff* may cause any part of the *Sidewalk Patio* or *Parklet* or *Mobile Vending Unit* to be removed for the purposes in that clause and *Staff* may charge the costs of the removal to the *Applicant*.
- 6.4. Where an *Applicant* is required to remove any fixtures, furnishings, and personal property pursuant to this Bylaw, the *Applicant* must not make any claim against the *City* on account of such removal and must replace and restore the *Public Property* to a safe and proper condition to the satisfaction of *Staff*.
- 6.5. Where an *Applicant* neglects, refuses, or fails to cease occupation of the *Public Property* as required pursuant to this Bylaw, or fails to do so within the time specified, *Staff* may cause any fixtures, furnishings or personal property located on the *Public Property* to be removed and may cause the *Public Property* to be restored to a safe and proper condition and *Staff* may charge the costs of such removal and restoration to the *Applicant*.
- 6.6. An *Applicant* must not assign or transfer the permission for the use of the portion of the *Public Property* as authorized in the *Permit* without the prior written consent of *Staff*.
- 6.7. An *Applicant* must not make alterations to any pre-existing dimensions, characteristics, or City infrastructure, unless the *Applicant* has received written approval by *Staff*.

7. Authority of Staff and Appeal to Council

- 7.1. *Staff* is authorized to
 - 7.1.1. Determine the form of an *Application* for a *Permit*.
 - 7.1.2. Prescribe the form of the *Permit*.
 - 7.1.3. Issue and renew a *Permit* for the operation of a *Sidewalk Patio* or *Parklet* or *Mobile Vendor* in accordance with the specifications, terms, and conditions set out in this Bylaw, and impose additional terms, conditions, restrictions, and requirements.
 - 7.1.4. Refuse to issue or renew a *Permit* if:
 - 7.1.4.1. the *Application* does not comply with those requirements laid out in Section 4 of this Bylaw;
 - 7.1.4.2. the information submitted is insufficient to determine compliance with the provisions of this Bylaw or another enactment;
 - 7.1.4.3. incorrect information is submitted;
 - 7.1.4.4. there was contravention of any specification or condition of the *Permit* being considered for renewal;
 - 7.1.4.5. it would be prohibited by any other law, bylaw or regulation; or,

- 7.1.4.6. Staff considers that the activities proposed or contemplated under the *Permit* cannot be carried out safely and with a minimum risk of injury to persons, damage or loss to property, inconvenience to others using the *Public Property*, residents or businesses in the vicinity, or to the public generally.
- 7.1.5. Suspend, amend, or cancel any *Permit*, without compensation to the *Applicant* if:
- 7.1.5.1. the *Sidewalk Patio* or *Parklet* or *Mobile Vending Unit* does not strictly adhere to the plans, design, or other information provided by the *Applicant* in the *Application*;
- 7.1.5.2. the *Applicant* fails to comply with a term or condition of the *Permit*;
- 7.1.5.3. the continued operation of the *Sidewalk Patio* or *Parklet* or *Mobile Vending Unit* would:
- constitute a nuisance;
 - unreasonably obstruct or interfere with vehicle, pedestrian or bicycle traffic;
 - unreasonably interfere with the ability of the *City* or any permitted third-party utility company to construct, install, repair, or maintain a municipal work, service, utility, or other improvement;
 - unreasonably interfere with the public's use or enjoyment of the *Public Property*;
 - unreasonably interfere with the sightlines along the *Sidewalk* or *Highway*; or,
 - cause damage to the *Public Property*.
- 7.1.5.4. the *Permit* was issued in error;
- 7.1.5.5. the *Permit* was issued on the basis of incorrect information;
- 7.1.5.6. the *Permit* area is required for the construction, installation, repair, or maintenance of a municipal work, service, utility, or other improvement; or,
- 7.1.5.7. *Staff* considers that the activities under the *Permit* are not being carried out safely and with a minimum risk of injury to persons, damage, or loss to property, inconvenience to others using the *Public Property*, residents or *Businesses* in the vicinity, or to the public generally.
- 7.1.6. Before the suspension, amendment, or cancellation of a *Permit*, *Staff* must notify the *Applicant* of their proposed action and provide the *Applicant* with an opportunity to be heard by *Staff*.
- 7.2. Notwithstanding any other provision of this Bylaw unless otherwise specified, *Staff* may issue a permit for any activity regulated or prohibited by this Bylaw and may impose such conditions or restrictions deemed necessary or required.
- 7.3. An *Applicant* may appeal to Council the refusal, suspension, amendment, or cancellation of a *Permit* by *Staff*, and Council may uphold the decision, or may overturn the decision and may impose conditions on the issuance of the *Permit*.

Sidewalk Patio and Parklet

8. Operating Requirements – Sidewalk Patio and Parklet

- 8.1. No person shall place, construct, erect, modify, convert, expand, reconstruct, relocate or replace a *Sidewalk Patio* or *Parklet* on a *Sidewalk* or *Highway* except as provided in this Bylaw.
- 8.2. A *Business*, organization or person may establish, operate, and maintain a *Sidewalk Patio* or *Parklet* if:
 - 8.2.1. the *Sidewalk Patio* or *Parklet* is located in a Commercial Core area as defined in the *OCP*;
 - 8.2.2. the owner or occupant possesses a valid *Permit*;
 - 8.2.3. for a *Sidewalk Patio*,
 - 8.2.3.1. the existing *Business* has a valid and subsisting *City Business Licence*;
 - 8.2.3.2. the portion of *Sidewalk* or *Highway* to be occupied by the *Business* is abutting the property where the *Business* is located;
 - 8.2.3.3. the commercial activity taking place on the *Sidewalk Patio* forms a part of the abutting parent *Business*;
 - 8.2.4. for a *Parklet*:
 - 8.2.4.1. not allow use or permit a *Parklet* to be used for commercial purposes, including the sale of goods or service of food or beverages;
 - 8.2.4.2. not charge a fee for the use of a *Parklet*; or,
 - 8.2.4.3. not restrict the free use and enjoyment of a *Parklet* by the public;
 - 8.2.5. and, the applicant places, constructs, and maintains the *Sidewalk Patio* or *Parklet* in strict accordance with the terms of the *Permit* which continues to provide a minimum *Sidewalk* width for general public use of 1.5m or as determined by *Staff*.
- 8.3. Despite 8.1, a person may place tables and chairs on a *Sidewalk* without a *Permit* if:
 - 8.3.1. the tables and chairs are located on the *Sidewalk* immediately adjoining the *Business* and wholly located within 0.8m of the *Frontage* on which the *Business* is located;
 - 8.3.2. there are no more than three tables and six chairs;
 - 8.3.3. the *Sidewalk* is unimpeded at a minimum width of 1.5m for the entire length of the *Sidewalk* fronting the *Business* once the chairs and tables have been placed;

8.3.4. the tables and chairs are removed from the *Sidewalk* at the close of business each day;

8.3.5. there are no *Structures* within the 1.5m unimpeded *Sidewalk* area.

9. Design Specifications – Sidewalk Patio and Parklet

9.1. A *Sidewalk Patio* located on a *Sidewalk* shall be limited to no more than the linear *Frontage* of its abutting parent *Business*.

9.2. The area of *Sidewalk* adjacent to a *Sidewalk Patio* or *Parklet* shall be free and clear of any obstructions for a minimum width of 1.5m.

9.3. A *Sidewalk Patio* or *Parklet* that occupies a designated parking space shall be permitted, where possible, to occupy the parking space nearest to the front entrance of the abutting parent *Business* and as determined by *Staff*.

9.4. A *Sidewalk Patio* or *Parklet* can occupy a second parking space only when the linear *Frontage* of the parent business exceeds the length of the nearest two parking spaces as determined by *Staff*, and, if necessary, approved in writing by the adjacent *Business* if there is a conflict of parking space use.

9.5. All *Sidewalk Patio* and *Parklet* designs should strive to use colour schemes and building materials that compliment the buildings containing the parent *Business*.

9.6. All *Sidewalk Patios* and *Parklets* shall provide an accessible barrier-free environment.

9.7. Any lighting used to illuminate a *Sidewalk Patio* or *Parklet* should be low brightness and shall not project onto the street or adjacent properties.

9.8. No signage or third-party advertising, other than for the parent *Business* operating the *Sidewalk Patio* is permitted within the approved area. Any permitted signage must adhere to the requirements tied to the provision of unimpeded *Sidewalk* areas as outlined in section 9.2. For clarity, no advertising is permitted in a *Parklet*.

9.9. The *Applicant* for a *Sidewalk Patio* or *Parklet* must work with *Staff* to accommodate for pedestrian and patron safety, as well as *Sidewalk* and vehicle routes. The design should consider:

- Point of entry and access
- Delineation options
- Reflective options for visibility

9.10. Planters are permitted provided they are located within the approved area of the *Sidewalk Patio* or *Parklet*.

10. Permit Conditions – Sidewalk Patio and Parklet

10.1. At all times and at the *Applicant's* own expense, the *Applicant* must keep and maintain the *Sidewalk Patio* or *Parklet* in a clean, sanitary, attractive condition satisfactory to *Staff* and must keep the *Sidewalk* surrounding or adjacent to the *Sidewalk Patio* or *Parklet* free from papers, rubbish, and debris of any kind.

- 10.2. Where the *Applicant* fails to keep the *Sidewalk Patio* or *Parklet* in accordance with the specifications and conditions of the *Permit*, the *City* may cause any part of the *Sidewalk Patio* or *Parklet* to be removed and may charge the costs of the removal to the *Applicant*.
- 10.3. The *Applicant* must ensure that all *Sidewalk Patio* or *Parklet* fixtures are affixed in a manner that allows them to be completely removed and the *Sidewalk* or *Highway* restored in accordance with this Bylaw with minimal reasonable effort.
- 10.4. The *Applicant* must, at its own cost and expense, remove all fixtures, furnishings and personal property from the *Sidewalk* or *Highway* as detailed in section 5.4, unless *Staff* approves an extension, or upon 30 days' notice of permit cancellation in writing from *Staff* and must cease occupation of the permit area within that time.

Mobile Vendors

11. Operating Requirements – Mobile Vendors

- 11.1. *Mobile Vendors* shall not create any disturbance or nuisance, including but not limited to noise, vibration, smoke, dust, odour, air pollution, heat, glare, bright lights, or hazardous or unacceptable waste that encroaches on private property, public streets, public spaces, or which may be a distraction for motorists or pedestrians.
- 11.2. *Mobile Vendor* operations shall be conducted in a manner that does not restrict or interfere with the ingress or egress of any adjacent property or constitute an obstruction to the access or movement of emergency or *City* operations vehicles.
- 11.3. *Mobile Vendors* shall only operate within the locations specified in Schedule "A" of the Bylaw. It is at the discretion of *Staff* to permit or restrict the number of *Mobile Vendor Units* at any given location.
- 11.4. *Mobile Vendors* wishing to operate in the Core Commercial zone outside of the locations specified in Schedule "A", may apply for a special *Permit* under the following conditions:
 - 11.4.1. *Mobile Vending Units* are prohibited from operating within 45 metres of a *Fixed Premise* that is open and offering for sale similar food, beverages, goods, wares, merchandise, or articles as measured from the nearest:
 - 11.4.1.1. public entrance to the *Business's Fixed Premises*; or
 - 11.4.1.2. public entrance to the building in which the *Business's Fixed Premises* are located.

To clarify, a *Mobile Vendor* may apply for the special *Permit* as long as the *Mobile Vendor* operates outside of the operating hours of a fixed business that is offering similar items.
- 11.5. Section 11.4 above does not apply to *Mobile Vending Units* that are stationary for not more than 30 minutes and not within a 50-meter radius of the immediately preceding locations. No location may be re-used within a 4-hour timeframe.

- 11.6. Unless the *City* grants express written permission, a *Mobile Vendor* may only operate between the hours of:
 - 11.6.1. 7:00 a.m. and 11:00 p.m.
- 11.7. *Mobile Vendors* may operate on private property upon the written consent of the property owner with a copy of the written consent to be delivered to the City.
- 11.8. *Mobile Vendors* that wish to operate at an *Event* must have written consent from the *Event* organizer.
- 11.9. A *Mobile Vendor* must relocate or remove their *Mobile Vending Unit* at the direction of *Staff* to accommodate special events, construction, or repairs, or where the *Mobile Vending Unit* is in violation of this Bylaw.
- 11.10. A *Mobile Vending Unit* is not permitted to be parked on any *Public Property* between the hours of 11:00 p.m. and 7:00 a.m., excepting on a *Highway* directly adjacent to premises owned or occupied by the *Mobile Vendor*.
- 11.11. *Mobile Vending Units* shall not be greater than 2.43 m in width (7.9 ft) or 10.0 m (32.8 ft) in length, or roughly the size of two parking spaces. *Staff* may make exceptions for short term, less than three consecutive days in duration within a two month period, anything requiring longer term use must be approved by *Council*.

12. Design Specifications – Mobile Vendors

- 12.1. *Mobile Vendor Units* shall be well-lit, aesthetically pleasing, and maintained in a clean and safe manner.
- 12.2. *Mobile Vendor Units* shall supply their own power and water source, and sanitary sewer system. Generators are permitted, provided they do not cause a disturbance, as determined in accordance with the *Noise Control Bylaw*.
- 12.3. *Mobile Vendors* are permitted to provide low volume music as long as it conforms with the *Noise Control Bylaw* but are not permitted to use any voice amplified device. All soliciting will be done at a level speaking voice. *Staff* has the authority to require the music to be turned off if the music distracts or creates a nuisance for others.
- 12.4. A *Mobile Vending Unit*, overhead canopies, doors, or appurtenances shall not obstruct or impede the flow of pedestrian or vehicle traffic on any *Public Property*.
- 12.5. *Mobile Vendor Units* shall always operate with the service side facing toward a *Sidewalk* or equally suitable safe location for patrons.
- 12.6. Placement of any furniture associated with the *Mobile Vendor* is prohibited.
- 12.7. On-street storage of any apparatus associated with a *Mobile Vendor Unit* is prohibited.
- 12.8. *Mobile Vendors* shall be responsible for providing garbage receptacles and removal of all collected garbage from their location and shall be responsible for cleaning up litter generated within 25 metres of their location.

- 12.9. Advertising or signage for a *Mobile Vending Unit* is limited to the space available on the *Mobile Vending Unit* and the locations approved on the site plan of the *Permit*.

13. Permit Conditions – Mobile Vendors

- 13.1. No person shall carry on a *Business* from, in or on a *Mobile Vending Unit* without a valid *Permit*.
- 13.2. An *Applicant* must obtain a *Business Licence* for each *Mobile Vending Unit* unless the *Applicant* already has a *Business Licence* with the *City* for the same activity at a fixed *Business* location.
- 13.3. All required permits and licenses must always be clearly visible at the *Mobile Vending Unit*.
- 13.4. *Applicants* selling or distributing items intended for human consumption must meet all requirements of the *City's Business Licence Bylaw*.
- 13.5. *Applicants* must submit a request for a fire inspection alongside their *Application* or renewal *Application* at least seven (7) days prior to operation.
- 13.6. *Mobile Vendors* shall assume all responsibility for themselves and anyone whom they have hired or otherwise authorized to sell goods or products at the vending location and to see that they are aware of and comply with the terms and conditions of their permit approval.
- 13.7. Not-for-profit or other types of benevolent organizations, as defined by Revenue Canada under the Income Tax Act and who have a valid Revenue Canada Registered Charity number and operating within the *City*, who operate a *Mobile Vending Unit* and utilize the proceeds from the sale of goods and services to support projects within the community, may be exempted from *Permit* fees, at the discretion of *Staff*, but must meet the other requirements of this bylaw.
- 13.8. Despite anything to the contrary in this Bylaw, a *Mobile Vendor* who participates in an *Event* located on *Public Property*, does not require a *Permit* under this Bylaw if the operator of the *Event* has obtained a *Permit* in accordance with this Bylaw. A fire inspection will still be required.

Municipal Facility Rental

14. Sections 0 and 16 are intended to provide guidelines surrounding facility rentals that:

- 14.1. Align with the intended use of the *Public Space*;
- 14.2. Are not for retail purposes;
- 14.3. Do not involve a road closure; or
- 14.4. Do not invite the general public to assemble.

For activities that fall within 14.2, 14.3, or 14.4, *Applicants* are required to follow the *Events Delegation Bylaw* and *Community Support Policy*.

15. Requirements – Municipal Facility Rental

- 15.1. A person, group, or organization must not hold a public gathering or *Event* in a *Municipal Facility*, or an *Event* which requires exclusive use of any *Municipal Facility* or part of a *Municipal Facility* without first obtaining a *Rental Agreement*.
- 15.2. *Municipal Facility* rentals shall not be provided to *Applicants* under the age of 19 years.
- 15.3. *Rental Agreements* made pursuant to this Bylaw may be terminated if, the *Applicant* fails to comply with the requirements of the *Rental Agreement* or any provision of this Bylaw.
- 15.4. In the event that a *Rental Agreement* is terminated, the *Renter* shall not be entitled to any rebate or refund of rental fees and shall be liable to the *City* for any loss, claim, damage or liabilities arising from or relating to any non-compliance with the terms of a *Rental Agreement*.
- 15.5. The *City* may cancel, postpone or reschedule any *Municipal Facility* rental without notice, but will endeavour to provide as much notice as possible, and the *City* would process a full refund if the rental can not be postponed or rescheduled.
- 15.6. If a priority of use is required, *City Programs* or Council approved items will have precedence.
- 15.7. All *Municipal Facility* rentals shall be made by way of a *Rental Agreement*. As part of the *Rental Agreement*, a *Renter* may also rent event equipment infrastructure from the *City* as defined in the *Fees and Charges Bylaw*.
- 15.8. A *Renter* shall comply with all applicable municipal, provincial and federal statutes, bylaws, regulations, and policies.
- 15.9. It is the responsibility of the *Renter* of a *Municipal Facility* to inspect the facility to ensure suitability for their intended use. A *Renter* shall forthwith report any alleged unsafe conditions of the *Municipal Facility* in writing, including email, to *Staff* upon discovery of such alleged unsafe condition immediately.
- 15.10. Prior to facility use, all *Renters* must:
 - 15.10.1. Provide a valid certificate of General Liability Insurance with a minimum amount of two million dollars (\$2,000,000) with the *City* named as an additional insured, such insurance not to be limited to vicarious liability;
 - 15.10.2. pay any applicable fee and damage deposit in accordance with the *Fees and Charges Bylaw*.
- 15.11. Consumption or sale of liquor must be in compliance with all applicable regulations of the Liquor and Cannabis Regulation Branch of the Province of British Columbia and the *City's Parks and Public Spaces Access Bylaw*, as amended or replaced from time to time.
- 15.12. Individuals applying for rental of a *Municipal Facility* shall advise the *City* at the time of booking if the *Event* is intended to be a liquored event and shall provide a copy of

- an approved permit from the Liquor and Cannabis Regulations Branch prior to the *Event*.
- 15.13. All *Renters* must comply with their designated time slots in accordance with the *Rental Agreement*. Any requested revisions to rental times must be submitted in writing for consideration by *Staff*.
 - 15.14. All cancellation requests must be submitted to the City in writing a minimum of five (5) business days prior to the scheduled use in order to cancel the booking and obtain a refund of the rental fee.
 - 15.15. Fees and charges for *Municipal Facility* rentals and use, transfers, or cancellations of *Rental Agreements* shall be in accordance with the *Fees and Charges Bylaw*.
 - 15.16. Applications for *Special Events* shall be made in writing in a form prescribed by *Staff*, which must be made following the *Community Support Policy*.
 - 15.17. Regularly scheduled *Municipal Facility* rentals may be cancelled by *Staff* to accommodate *Special Events*.

16. Requirements – Seasonal Municipal Facility Rental

- 16.1. An application for seasonal rental of a *Municipal Facility* must be made in writing to *Staff* before the deadline specified in 16.2 and include all requested rental dates as well as any associated *Special Events* for the entire season.
- 16.2. Applicants must submit a written application for seasonal use of *Municipal Facilities* no later than January 31st. Thereafter, *Staff* may allow usage on a first come/first served basis.
- 16.3. Upon mutual agreement, seasonal renters may trade specific rented time slots if other users are not impacted, and *Staff* receives prior written notice.
- 16.4. Seasonal *Renters* with unpaid accounts at thirty (30) days may have rental privileges terminated until such time as the account is brought up to date. Repeated issues may result in permanent termination of the *Rental Agreement*.

Offences and General Conditions

17. Enforcement and Penalties

- 17.1. Every person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of any provision of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any provision of this Bylaw or under a *Permit* issued under this Bylaw shall:
 - 17.1.1. Upon being convicted of an offence under this Bylaw, pay a fine of not less than \$100.00 and not more than \$10,000.00 if proceedings are brought under the *Offence Act*, or;
 - 17.1.2. Pay the fine imposed for that offence specified in the *Municipal Ticket Information Bylaw*.

- 17.2. Any person violating any provision of this Bylaw is liable on summary conviction to a fine as prescribed in the *Municipal Ticket Information Bylaw*. A separate offence shall be deemed to be committed on each day during, or on, which a violation occurs or continues.
- 17.3. Any person designated as a Bylaw Enforcement Officer pursuant to the *Municipal Ticket Information Bylaw* is hereby authorized and empowered to enforce the provisions of this Bylaw.

18. Relationship to other Bylaws

- 18.1. **Traffic Regulations Bylaw** - If, with respect to any matter relating to a *Sidewalk or Highway*, there is a conflict between this Bylaw and the *Traffic Regulations Bylaw*, this Bylaw shall prevail.
- 18.2. **Park and Public Spaces Access Bylaw** - If, with respect to any matter relating to an *Event or Special Event*, there is a conflict between this Bylaw and the *Parks and Public Spaces Access Bylaw*, the *Parks and Public Spaces Access Bylaw* shall prevail.
- 18.3. **Events Delegation Bylaw** - If, with respect to any matter relating to an *Event or Special Event*, there is a conflict between this Bylaw and the *Events Delegation Bylaw*, the *Events Delegation Bylaw* shall prevail.
- 18.4. **Noise Control Bylaw** - If, with respect to any matter relating to noise, there is a conflict between this Bylaw and the *Noise Control Bylaw*, the *Noise Control Bylaw* shall prevail.
- 18.5. **Business Licencing Bylaw** - If, with respect to any matter relating to a *Business Licence*, there is a conflict between this Bylaw and the *Business Licence Bylaw*, the *Business Licence Bylaw* shall prevail.

19. Severability

- 19.1. Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated, or replaced from time to time.
- 19.2. If any part, section, sentence, clause, phrase, or word of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder which shall continue in full force and effect and shall be construed as if the Bylaw had been adopted without the invalid portion.

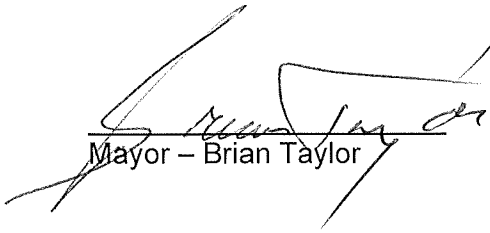
20. Effective Date

- 20.1. This Bylaw will come into effect on October 1, 2022.

Exclusive Use of Public Property Bylaw No. 2090

Read a first, second, and third time by the Municipal Council this 13th day of June, 2022.

Adopted this 27th day of June, 2022.



Mayor – Brian Taylor



Corporate Officer – Daniel Drexler

CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 2090, cited as the
“Exclusive Use of Public Property Bylaw No. 2090”, as passed by the Municipal Council on the
___ day of _____, 2022.

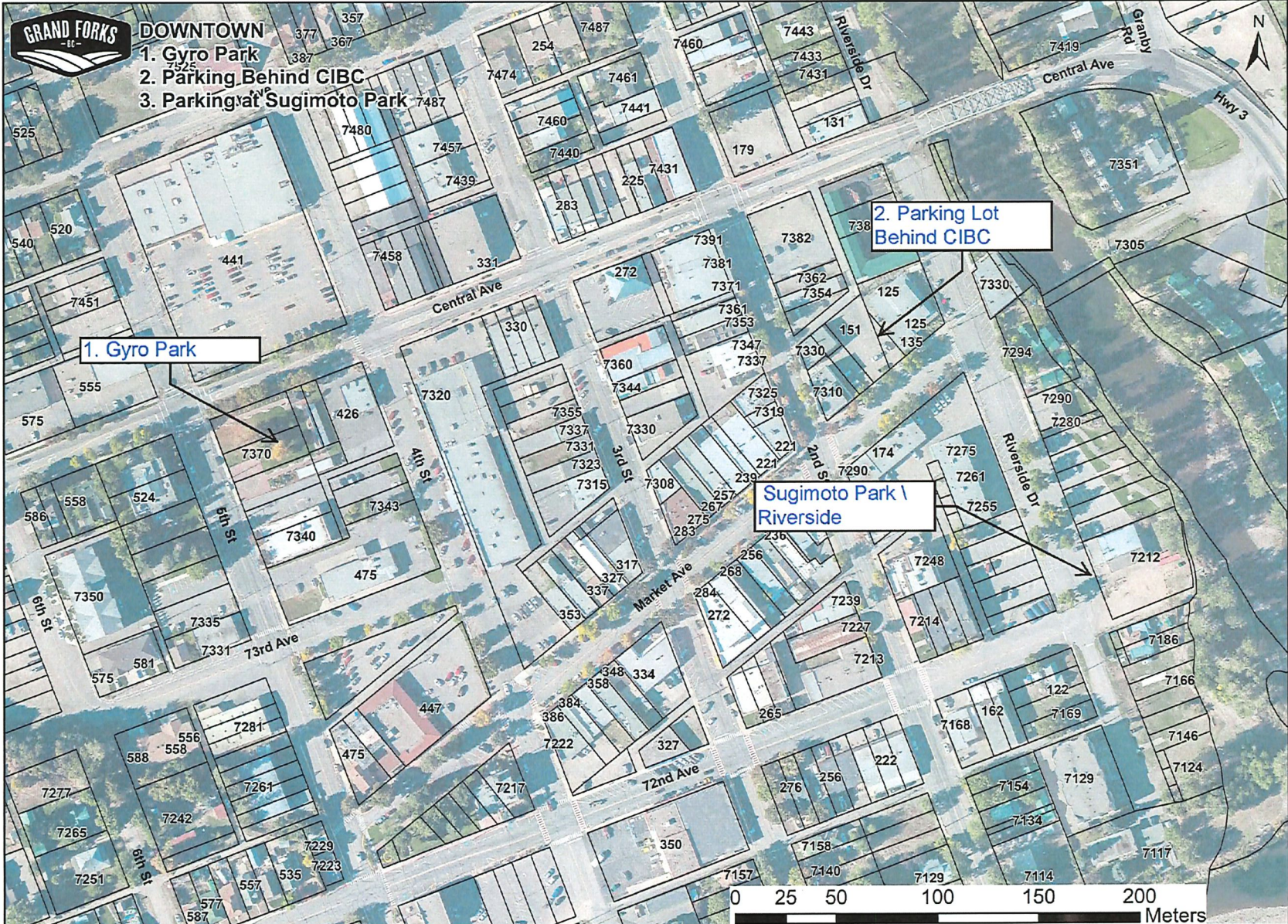
Corporate Officer of the Municipal Council of the
City of Grand Forks

Schedule A – Maps of Locations



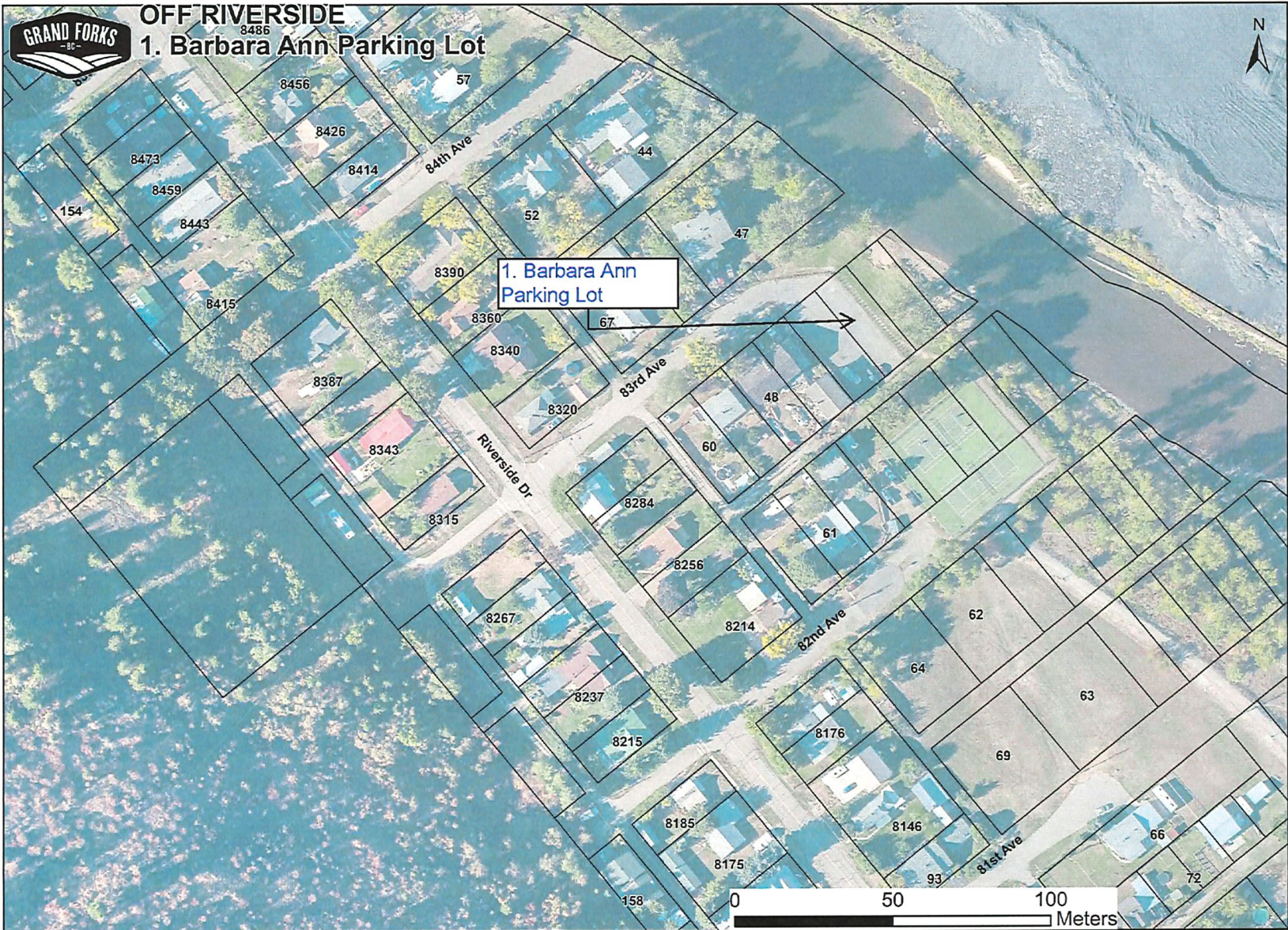
April 23, 2021
Map Produced By: Leford Lafayette

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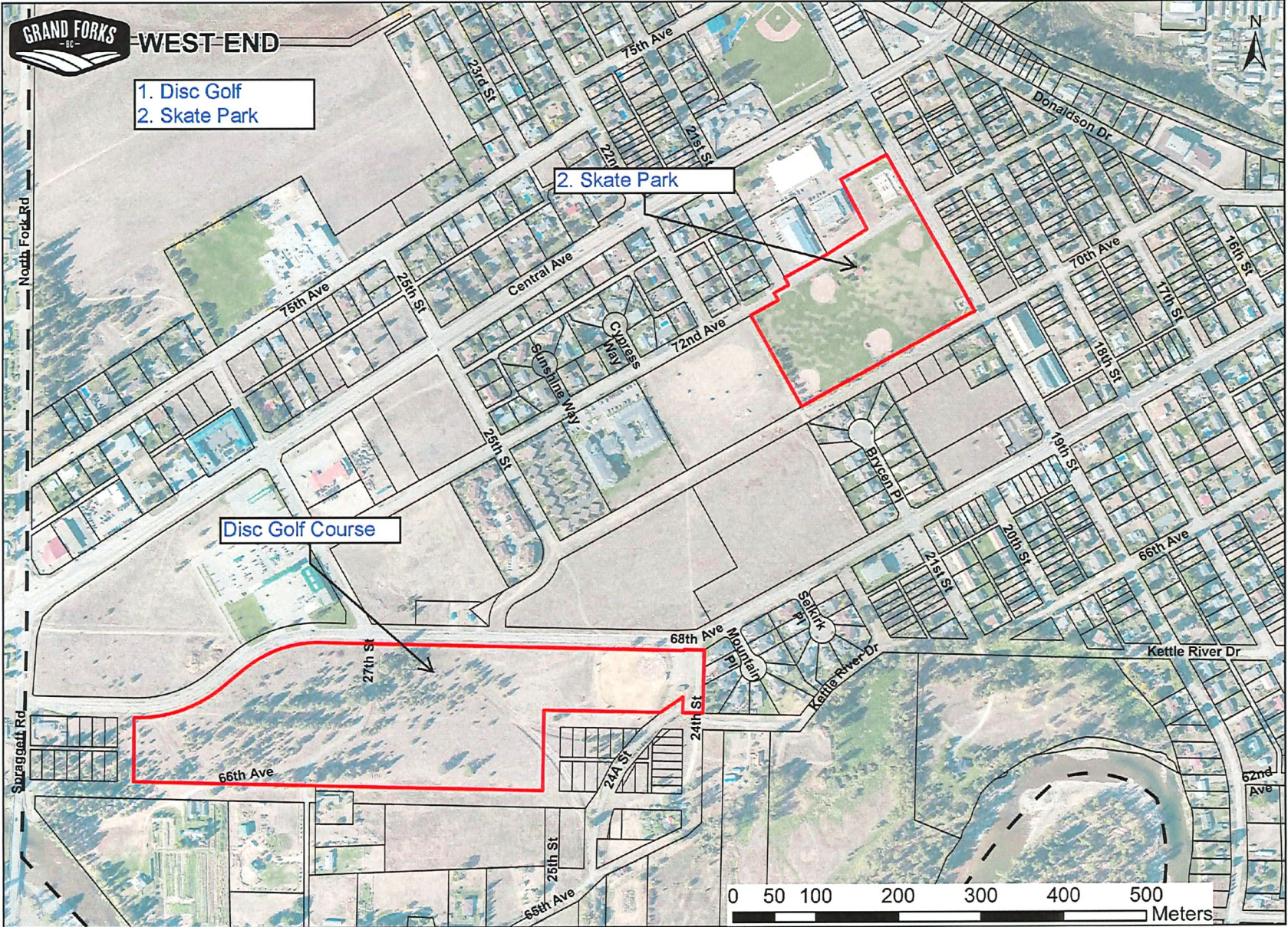
May 10, 2021
 Map Produced By: Leford Lafayette

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Schedule B – Offences and Penalties – For Reference Only (See MTI Bylaw for Current Rates)

SCHEDULE T Designated Bylaw Contraventions and Penalties for Bylaw Contravention			
COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
Bylaw No.	Section	Description	Penalty (\$)
Exclusive Use of Public Property No. 2090			
2090			\$100.00
2090			\$100.00
2090			\$100.00
2090			\$100.00
2090			\$100.00

Schedule C – Fees and Charges – For Reference Only (See Fees and Charges Bylaw for Current Rates) – This is only a sample of the schedule with fee and rental rates to be determined at a later time

Fee Schedule - General	
Patio / Parklet – New Application Fee (one-time fee)	
Patio / Parklet – Renewal Fee (annual)	
Patio / Parklet – Exclusive Use (Summer season) – rate per square meter	
Patio / Parklet – Exclusive Use (full year) – rate per square meter	
Mobile Vendor – New Application Fee (one-time fee)	
Mobile Vendor – Renewal Fee	
Mobile Vendor – Business Licence (fee as determined in the Business Licence Bylaw)	
Mobile Vendor – Month to Month Operating Permit (per month)	
Mobile Vendor – April to September Operating Permit (6 months)	
Mobile Vendor – Full Year Operating Permit (12 months)	
Facility Rental – Damage Deposit (General)	
Facility Rental – Damage Deposit (Sound System)	
Facility Rental – Cancellation and Transfer Administrative Fee	

Event Equipment Infrastructure Rental (per day except where noted)			
Support/Infrastructure	Classification of Use and Rate		
	Non-Profit	Commercial	Non-Local
Stage Riser Box (per Box)			
Bleachers (per bleacher)			
Picnic Tables (per table)			
Safety Vest (per vest)			
Barricades (per barricade)			
Traffic Cones (per cone)			
Sound System + Deposit			
Electrical Services			
Washroom Services			
Crowd Control Fencing (per 8' section)			
Snow Fencing			
Recycling Bins			
Garbage Bins			
<p>Note: Any items not returned in full working condition, will be replaced by the City and the full replacement costs charged to the person or organization that requested the infrastructure rental.</p> <p>Note: A 30% discount will be applied to each day of a multiple day rental</p>			