

**REGULAR MEETING OF COUNCIL
AGENDA**

DATE: June 15, 2020
TIME: 4:30 p.m.
LOCATION: Enderby City Hall

1. APPROVAL OF AGENDA

2. ADOPTION OF MINUTES

2.1. Meeting Minutes of June 1, 2020 Page 1

3. DEVELOPMENT MATTERS

3.2. Housing Agreement Authorization Bylaw No. 1703, 2020 - 709 Russell Avenue Adoption Page 7

4. BUSINESS ARISING FROM THE MINUTES AND/OR UNFINISHED BUSINESS

5. REPORTS

5.1. Mayor and Council Reports Verbal

5.2. RDNO Building Permit Summary for May 2020 Page 8

6. NEW BUSINESS

6.1. Municipal Asset Management Program Grant Application Page 9
Memo prepared by Planner and Deputy Corporate Officer dated June 9, 2020

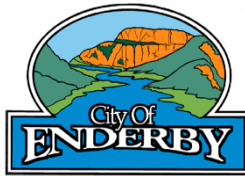
6.2. Mobile Vendor Request - Interior Lunch Box Food Truck Page 11
Memo prepared by Planner and Deputy Corporate Officer dated June 9, 2020

6.3. Temporary Business Use of Community Digital Billboard Policy and Temporary Sidewalk Encroachment Policy Page 22
Memo prepared by Planner and Deputy Corporate Officer dated June 9, 2020

7. CLOSED MEETING RESOLUTION

Closed to the public, pursuant to Section 90 (1) (k) of the *Community Charter*

8. ADJOURNMENT



THE CORPORATION OF THE CITY OF ENDERBY

Minutes of a **Regular Meeting** of Council held on Monday, June 1, 2020 at 4:30 p.m. in Council Chambers

Present: Mayor Greg McCune
Councillor Tundra Baird
Councillor Brad Case
Councillor Roxanne Davyduke
Councillor Raquel Knust
Councillor Brian Schreiner
Councillor Shawn Shishido

Staff: Chief Administrative Officer – Tate Bengtson
Chief Financial Officer – Jennifer Bellamy
Planner and Deputy Corporate Officer – Kurt Inglis
Secretary Clerk – Laurel Grimm

Other: None

APPROVAL OF AGENDA

Moved by Councillor Baird, seconded by Councillor Knust
“THAT the June 1, 2020 Council Meeting agenda be approved as circulated.”

CARRIED

ADOPTION OF MINUTES

Council Meeting Minutes of May 19, 2020
Moved by Councillor Schreiner, seconded by Councillor Davyduke
“THAT the May 19, 2020 Council Meeting minutes be adopted as circulated.”

CARRIED

DEVELOPMENT MATTERS

0027-20-DVP-END (Cohen)

Legal: LOT 2 BLOCK 5 DISTRICT LOT 150 KAMLOOPS (FORMERLY
OSOYOOS) DIVISION YALE DISTRICT PLAN 211B
Address: 725 Knight Avenue, Enderby BC
Applicant: Burt Cohen

Moved by Councillor Baird, seconded by Councillor Case

“THAT Council authorize the issuance of a Development Variance Permit for the property legally described as LOT 2 BLOCK 5 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN 211B and located at 725 Knight Avenue, Enderby B.C. to permit a variance to Section 602.10.b of Zoning Bylaw No. 1550, 2014 by reducing the minimum front yard setback area from 6 m (19.68 feet) to 4 m (13.12 feet), as shown on the attached Schedule ‘A’.”

CARRIED

Housing Agreement Authorization Bylaw No. 1703, 2020 - 709 Russel Avenue

Moved by Councillor Knust, seconded by Councillor Schreiner

“THAT Council gives three readings to Housing Agreement Authorization Bylaw No. 1703, 2020;

AND THAT the Corporate Officer be authorized to file in the land title office a notice that the property legally described as LOT 14 BLOCK 7 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN 211A (PID: 012-592-081) and located at 709 Russell Avenue is subject to the attached Housing Agreement;

AND FURTHER THAT the Mayor and Corporate Officer be authorized to register a Section 219 Covenant (Housing Agreement) on the title of the property legally described as LOT 14 BLOCK 7 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN 211A (PID: 012-592-081) and located at 709 Russell Avenue.”

CARRIED

There were no written submissions.

BUSINESS ARISING FROM THE MINUTES AND/OR UNFINISHED BUSINESS

None

REPORTS

Mayor and Council Reports

Councillor Baird

- Councillor Baird reached out to the Enderby and District Seniors Centre for an update on their activities during the pandemic.
- Harvest Hut is now open.
- Okanagan Regional Library is hosting “Toy Library” with a “Lunch on Us” program. They are also looking at doing craft-to-go bags instead of Art-In-the-Park this year. Reopening on a limited basis is scheduled for June 2, 2020.
- Outdoor Help has been re-named to Better at Home and have received funding for Zoom meetings.
- First Wednesday in July will be packed or delivered gourmet lunches for seniors.
- Royal Canadian Legion Branch #98 will be reopening June 6, 2020.

Councillor Knust

- 11 members attended the interagency meeting via Zoom and will be wrapping up meetings in June.
- Harvest Hut officially opened today.

- Have received complaints from residents on the long grass along the railway corridor. The CAO advised that the grass is normally cut three times per year, but the contractor had an equipment failure which was leading to a delay. The City started mowing the corridor as a courtesy to adjacent property owners when it was still owned by a railway company. It has since been purchased by two regional districts for other purposes. It may be appropriate to transition away from providing this service entirely.

Councillor Schreiner

- RDNO Regional Growth Strategy Housing Needs meeting scheduled for June 3, 2020. Staff are providing input to the community profile that will be considered by the time that the profile goes to the Board.
- Pull-out on the North end of town is still collecting garbage despite being commissioned. Staff advised that AIM Roads is responsible for this location. Staff will contact AIM to request cleaning of the site.

Councillor Case

- Interviewed by the BC Dairy Farmers. They are looking to see what the social contributions to our community are from the dairy farmers, including how they generate economic activity and spin-offs. Dairy farmers are conscious of the environment and working to ensure that their operations meet appropriate standards.

Councillor Davyduke

- Community Futures offering various programs and evolving to support the online community. Some businesses are going through re-opening/recovery plans.
- More Shop Local campaigns being implemented.
- Riverdale Road has started to flood due to increasing river levels. May need to close to the public in the near future.

Councillor Shishido

- Attending an online Chamber of Commerce meeting. Discussion on whether the Chamber of Commerce is a non-profit organization. Membership numbers are increasing. Looking for feedback from businesses. Clyde McGregor will be presenting to the legislature on the Provincial Budget. A “social distancing” Canada Day even in conjunction with the Enderby and District Arts Council is being explored.

Mayor McCune

Mayor McCune will be participating in the 2020 Grad Video. Grad is scheduled for June 12, 2020.

Chief Administrative Officer

Discussion on re-opening strategy for Riverside RV Park, Pool and Visitor Centre, as well as the timing on tendering the road projects.

A discussed ensued on opportunities to improve the Muzebo in Barnes Park.

Moved by Councillor Knust, seconded by Councillor Shishido

“The City wishes to communicate the following items in regards to the Muzebo at Barnes Park to the Enderby and District Museum:

1. *There is a desire to ensure that the Muzebo is used only for large artifact display, rather than storage. The Muzebo is located in a high-profile area of Barnes Park and there is exciting potential to use this space to celebrate and showcase our heritage.*

2. *The City asks the Museum ensures that exhibits in the Muzebo are:

 - visually appealing;
 - engaging to visitors through the use of interpretive signs linking exhibits to stories of our history and heritage; and
 - cleaned regularly.*
3. *The City would like the Museum to consider designing exhibits that can be experienced from the exterior of the enclosure as well as opportunities for interactive exhibits for which the gates could be opened during events in the park.*
4. *The City would like the Museum to consider rotating exhibits to provide ongoing public interest and engagement.*
5. *The City would like the Museum to consider adjusting the enclosed area of the gazebo back to the original footprint so as to bring the public closer to the exhibits while enabling more of the covered space to be enjoyed as a shaded area for the public.”*

CARRIED

NEW BUSINESS

Pandemic Community Recovery Select Committee Recommendations

Moved by Councillor Case, seconded by Councillor Davyduke

“THAT Council endorses the following Pandemic Community Recovery Select Committee recommendations and directs staff to take the necessary actions to achieve the intended outcomes:

1. *Conduct an online survey of local businesses to identify sector-specific supports that are needed to assist with business resumption.*
2. *Promote through social media channels www.noktogether.com as a regional resource for business supports and information.*
3. *Seek a partnership with a local business support organization to provide expertise and assistance to local businesses in developing COVID-19 Safe Operation Plans that would meet WorksafeBC and Health Officer criteria for continuing to do business.*
4. *Engage with the Enderby & District Chamber of Commerce on the potential for coordinated community marketing opportunities.*
5. *Draft a temporary amendment to the City’s policy on use of its digital sign on George Street to provide opportunities for businesses to announce that they are open for business.*
6. *Draft a temporary amendment to the City’s encroachment policy to enable businesses who are not adjacent to George Street to place encroachments, such as sandwich boards, along this location, subject to the standard requirements regarding safety and insurance.*
7. *Work with the Enderby branch of the Okanagan Regional Library to ensure that they have appropriate access to the adjacent outside areas to enable their curbside initiative to be successful.*
8. *Arrange for Public Works to provide free fit tests to employees of local dental offices who are required to wear respirators (rather than masks) as part of the enhanced infection control protocols.*

- 9. *Advocate for the Interior Health Authority to draft alternative guidance for infection control for unstaffed gyms that takes a risk-based approach to providing an equivalent level of protection while enabling the business model to continue to be viable.*
- 10. *Advocate for enhanced processes to ensure that timber fibre is readily available to local value-added processors and manufacturers.*
- 11. *Provide blanket authorization to the BC Liquor and Cannabis Control Branch to support a streamlined process for liquor-primary establishments to expand into outdoor patios.*
- 12. *Engage with internet service providers about opportunities to roll out fibre optic services in the community to promote remote working and bandwidth certainty for business.*
- 13. *Promote local training and employment opportunities through the BC Infrastructure Benefits program in cooperation with WorkBC. Consult further with local not-for-profit service providers to identify what supports they need to enhance individual and family resiliency further.*
- 14. *Consult further with local not-for-profit service providers to identify what supports they need to enhance individual and family resiliency further”.*

CARRIED

2019 Statement of Financial Information

Moved by Councillor Schreiner, seconded by Councillor Knust

“THAT Council approves the 2019 Statement of Financial Information”.

CARRIED

Cancellation of Notice on Title - 709 Russell Avenue

Moved by Councillor Case, seconded by Councillor Baird

“THAT Council authorizes the Corporate Officer to file a cancellation notice in the land title office in order to cancel the Notice on Title (CA6569449) registered on the title of the property legally described as LOT 14 BLOCK 7 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN 211A and located at 709 Russell Avenue;

AND THAT Council waives the administrative charge to remove a Notice on Title (\$850.00), as specified in Schedule 10 - Building Inspection Fees of the Fees and Charges Bylaw No. 1479, 2010.”.

CARRIED

Local Government Pre-Approval for Expanded Services Area Footprint for Liquor

Moved by Councillor Baird, seconded by Councillor Knust

“THAT Council directs Staff to send correspondence to the Liquor and Cannabis Regulation Branch confirming that the City of Enderby is providing a pre-approval to cover all liquor primary and liquor manufacturer establishments within Enderby who may apply for a temporarily expanded service area.”

CARRIED

Bylaw Enforcement Statistics for First Period of 2020 (Jan-Apr)

Moved by Councillor Knust, seconded by Councillor Baird

“That Council receives and files the Bylaw Enforcement Statistics for First Period of 2020 (Jan-Apr).”

CARRIED

PUBLIC QUESTION PERIOD

No public was present.

ADJOURNMENT

Moved by Councillor Davyduke, seconded by Councillor Case
“That the regular meeting of June 1, 2020 adjourn at 5:36 p.m.”

CARRIED

MAYOR

CORPORATE OFFICER

THE CORPORATION OF THE CITY OF ENDERBY

BYLAW NO. 1703

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

WHEREAS pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

NOW THEREFORE Council of the City of Enderby, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the "City of Enderby Housing Agreement Authorization Bylaw No. 1703, 2020".
2. Council hereby authorizes the City of Enderby to enter into a Housing Agreement for the property legally described as *LOT 14 BLOCK 7 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN 211A* (PID: 012-592-081) and located at 709 Russell Avenue, a true copy of which is attached to and forms part of this bylaw as Schedule "A".
3. The Mayor and Corporate Officer are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
4. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

READ a FIRST time this day of , 2020.

READ a SECOND time this day of , 2020.

READ a THIRD time this day of , 2020.

ADOPTED this day of , 2020.

MAYOR

CORPORATE OFFICER

PART 2 - TERMS OF INSTRUMENT

**HOUSING AGREEMENT AND SECTION 219 COVENANT
(Section 483 of the *Local Government Act* and Section 219 of the *Land Title Act*)**

THIS AGREEMENT made this day of , 2020.

BETWEEN:

CITY OF ENDERBY
619 Cliff Avenue
P.O. Box 400 Enderby, British Columbia
VOE 1V0
(the "**City**")

OF THE FIRST PART

AND:

Dean Michael Francks, Project Manager,
12011 Cottonwood Lane, Coldstream, BC V1B 1J5;
Duane Anthony Dennis, Owner/Operator,
550 Mt. Ida Dr., Coldstream, BC V1B 3Y3; and
Tyler Shane Cull, Sales Manager,
900 34 Ave., Vernon, BC V1T 9V7
(collectively the "**Owner**")

OF THE SECOND PART

WHEREAS:

- A. The City may, under Section 483 of the *Local Government Act*, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in Section 483 (2) of the *Local Government Act*;
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land or construction on land;
- C. The Owner is the registered owner in fee simple of the parcel described as:

Legal Description: LOT 14 BLOCK 7 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN 211A

PID: 012-592-081

Civic Address: 709 Russell Ave., Enderby, BC VOE 1V0

(the "**Lands**");

- D. The Owner has applied to the City to develop a four-family dwelling on the Lands which would provide affordable and rental housing;
- E. It is a condition on the approval of Development Variance Permit 0025-20-DVP-END to the Owner's Lands that it is to be granted subject to the Owner entering into this covenant and Housing Agreement with the City.
- F. The Owner and the City wish to enter into this Agreement to provide for affordable and rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under Section 483 of the *Local Government Act* and a covenant under Section 219 of the *Land Title Act*;
- G. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and the Owner covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

- i. In this Agreement, unless otherwise defined, words have the same meanings as in the Zoning Bylaw, and the following words have the following meanings:
 - a) "**Agreement**" means this agreement and includes all recitals, instruments, schedules, and amendments thereto;
 - b) "**Commercial Vehicle**" means any type of motor vehicle that is larger than a Small Vehicle and that by its type of construction and equipment is designed for, and capable of transporting goods or paying passengers;
 - c) "**Dwelling Unit**" means one (1) or more rooms used for the residential accommodation of only one (1) family when such room or rooms contain or provide for sleeping, sanitary, and no more than one (1) set of cooking facilities;
 - d) "**LTO**" means Kamloops Land Title Office or its successor;
 - e) "**Mid-Sized Parking Space**" means a parking space designed to accommodate a Mid-Sized Vehicle;
 - f) "**Mid-Sized Vehicle**" means a vehicle that is less than 5.0 m (16.4 ft.) long, 1.8 m (5.9 ft.) wide and 2 m (6.6 ft.) high;
 - g) "**Motorhome**" means a type of self-propelled recreation vehicle which offers living accommodation combined with a vehicle engine;

- h) **“Oversized Vehicle”** means any Vehicle that is larger than a Mid-Sized Vehicle;
 - i) **“Small Vehicle”** means a vehicle that less is than 4.7m (15.4 ft.) long, 1.7 m (5.6 ft.) wide and 2 m (6.6 ft.) high;
 - j) **“Small Vehicle Parking Space”** means a parking space intended to accommodate a Small Vehicle;
 - k) **“Street”** means any highway, roadway, sidewalk, boulevard, place or right of way which the public is ordinarily entitled or may be permitted to use for the passage of vehicles or pedestrians and includes a structure located in any of those areas;
 - l) **“Tenant”** means a tenant under a Tenancy Agreement;
 - m) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Dwelling Unit;
 - n) **“Trailer”** means an unpowered vehicle towed by a powered vehicle, commonly used for the transportation of people, goods or materials;
 - o) **“Vehicle”** means a device in, or by which, a Tenant or Visitor is or may be transported or drawn on a highway, except a device designed to be moved by human power;
 - p) **“Visitor”** means any guest, visitor or invitee of a Tenant; and
 - q) **“Zoning Bylaw”** means the City of Enderby Zoning Bylaw No. 1550, 2014, as amended from time to time.
- ii. In this Agreement:
- a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the corresponding numbered or lettered article, section or Schedule of this Agreement;
 - d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

- e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- h) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- i) all provisions are to be interpreted as always speaking;
- j) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers;
- k) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- l) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement must be performed, made or exercised acting reasonably.

2. TERMS

- i. The Owner covenants and agrees as follows:
 - a) the Lands must be used only in accordance with this Agreement;
 - b) no Commercial Vehicles, Motorhomes, Oversized Vehicles or Trailers may be parked on the Lands;
 - c) the Lands must have signage clearly identifying Tenant parking spaces and Visitor parking spaces;
 - d) all Vehicles of a Tenant and all Vehicles of a Visitor must be parked on the Lands;
 - e) no Vehicle of a Tenant and no Vehicle of a Visitor may be parked on a Street;
 - f) all Vehicles of a Tenant and all Vehicles of a Visitor parked on the Lands must be parked in either a designated Tenant parking space or a designated Visitor parking space;

- g) the Lands must have signage clearly identifying three designated Small Vehicle Parking Spaces and four Mid-Sized Vehicle Parking Spaces;
- h) at all times the Lands must have three Small Vehicle Parking Spaces and four Mid-Sized Vehicle Parking Spaces;
- i) the Owner shall maintain a minimum of three Visitor Parking Spaces on the Lands;
- j) all Tenancy Agreements must include language:
 - a. indicating all Vehicles must be parked on the Lands consistent with the Owner's covenants in section 2(i) of this Housing Agreement;
 - b. indicating no Vehicle of a Tenant may be parked on a Street;
 - c. indicating no Vehicle of a Visitor may be parked on a Street;
 - d. indicating only Small Vehicles may be parked in Small Vehicle Parking Space; and
 - e. designating the Tenant's parking space and Visitor parking spaces on the Lands.

3. TRANSFER RESTRICTIONS

- i. The Owner and the City hereby covenant and agree that the Owner must not sell or transfer, or agree to sell or transfer, any interest in the Lands or any building thereupon, other than a full interest in the fee simple title to a purchaser that agrees to assume the terms and conditions of this Agreement. This section does not restrict the Owner from granting easements, rights of way and similar interests in land subject to this Housing Agreement and Section 219 Covenant having priority over such interests.

4. NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

- i. The Owner acknowledges and agrees that:
 - a) this Agreement constitutes both a covenant under Section 219 of the *Land Title Act* and a housing agreement entered into under Section 483 of the *Local Government Act*;
 - b) notice of this Agreement shall be registered in the LTO by the City at the cost of the Owner in accordance with Section 483 of the *Local Government Act*; and

- c) this Agreement shall be binding on all persons who acquire an interest in the Lands after registration of this notice, and unless discharged in accordance with this Agreement, run with and bind the Lands in perpetuity.

5. COMPLIANCE WITH AGREEMENT

- i. The Owner hereby irrevocably authorizes the City to make such inquiries as it considers reasonably necessary in order to confirm that the Owner is complying with this Agreement.
- ii. The Owner agrees that it will provide to the City a report in writing, to the reasonable satisfaction of the City, describing compliance with this Agreement.

6. ENFORCEMENT AND WAIVER

- i. Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- ii. The parties agree that the City is not obligated to inspect the Lands or to otherwise ensure compliance with this Agreement, nor is the City obligated to remedy any default of this Agreement. A failure by the City to enforce this Agreement shall not constitute a waiver of any of the City's rights herein.
- iii. Notwithstanding any provision to the contrary in this Agreement, if the Owner is in default of its obligations in this Agreement then the City may, by written notice to the Owner, require such default to be corrected within thirty (30) days after receipt of such notice; and
- iv. if within the thirty (30) days after receipt of such notice the default has not been corrected or reasonable steps to correct the default have not been taken, the City, without limiting any other right it might have, may pursue a remedy consistent with the provisions described in Section 6 (v) and (vi) below.
- v. No remedy under this Agreement is deemed to be exclusive but will, where possible, be cumulative with all other remedies available at law or in equity.
- vi. The Owner covenants and agrees that, in addition to any remedies that are available under this Agreement or at law, the City is entitled to all equitable remedies, including specific performance, injunction and declarative relief to enforce its rights under this Agreement. The Owner acknowledges that specific performance,

injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

7. TERM

- i. Subject to discharge provisions in Section 8, this Agreement shall be in perpetuity.
- ii. If this Agreement is discharged in accordance with Section 8 (i) or Section 11 (i) (c), both parties shall execute the discharge for filing in the LTO.

8. DISCHARGE OR AMENDMENT

- i. This Agreement shall be discharged, amended or affected only by an instrument duly executed by both the Owner and the City. A unilateral discharge is the right of the City under Section 11 (i) (c).
- ii. Pursuant to Section 483 (4) of the *Local Government Act*, this Agreement may be amended only by a bylaw adopted with the consent of the Owner.

9. INDEMNITY AND RELEASE

- i. The Owner hereby releases and indemnifies and saves harmless the City from all loss, damage, costs (including without limitation, legal costs), expenses, actions, suits, debts, accounts, claims and demands, including without limitation, any and all claims of third parties (and including personal injury, death or damage occurring in or on the Lands), which the City may suffer, incur or be put to arising directly or indirectly out of or in connection with this Agreement, including:
 - a) any breach by the Owner of any covenant or agreement contained in or related to this Agreement;
 - b) the exercise of discretion by any City employee or official for any matter relating to this Agreement;
 - c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Dwelling Units;
 - d) the exercise by the City of any of its rights under this Agreement or an enactment; and/or
 - e) the City withholding any demolition, building or occupancy agreement in accordance with the terms of this Agreement.
- ii. Indemnity and release shall survive the termination of this Agreement.

10. BINDING AND BINDING EFFECT

- i. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, administrators and permitted assignees.
- ii. Once a notice of this Agreement is filed in the LTO, the Agreement and, if applicable, any amendment to it, is binding on all persons who acquire an interest in the land affected by the Agreement, including all amendments thereto.

11. AGREEMENT FOR BENEFIT OF CITY ONLY

- i. The Owner and the City agree that:
 - a) this Agreement is entered into only for the benefit of the City;
 - b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Land or the building or any portion thereof, including any Dwelling Units; and
 - c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

12. NO COMPENSATION

- i. The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in interest or title which at any time results directly or indirectly from the operation of this Agreement.

13. NO PUBLIC LAW DUTY

- i. Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

14. NOTICE

- i. Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice

which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

15. SEVERABILITY

- i. If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

16. SOLE AGREEMENT

- i. This Agreement, and any documents signed by the Owner contemplated by this Agreement, represents the whole agreement between the City and the Owner, and there are no warranties, representations, conditions or collateral agreements made by the City or the Owner except as set forth in this Agreement.

17. COVENANT RUNS WITH THE LAND

- i. This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

18. PRIORITY

- i. The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be noted and registered against title to the Lands in priority to all financial charges and financial encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City or in favour of the City, and that a notice under Section 483(5) of the *Local Government Act* will be filed on the title on the Lands.

19. LIMITATION ON OWNER'S OBLIGATIONS

- i. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

20. NO JOINT VENTURE

- i. Nothing in this Agreement constitutes the Owner as the agent, joint venturer, or partner of the City or gives the Owner any authority to bind the City in any way.

21. JOINT AND SEVERAL

- i. If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

22. APPLICABLE LAW

- i. Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict, except that the Owner shall be responsible for ensuring that every Tenancy Agreement fairly reflects the material terms of this Agreement.

23. FURTHER ACTS

- i. The Owner shall do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

24. DEED AND CONTRACT

- i. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF, the parties hereby affixed their signatures on the day and year first above written.

**THE CORPORATION OF THE CITY OF
ENDERBY** by its authorized signatories:

Mayor:

Witness:

Corporate Officer:

Witness

DEAN MICHAEL FRANCKS

Witness

DUANE ANTHONY DENNIS

Witness

TYLER SHANE CULL

RDNO Building Permits Issued Comparison for Year/Month - Summary

Area: CITY OF ENDERBY

Category: BUILDING PERMITS

Year: 2020 Month: 05

Folder Type	2020 / 05		2019 / 05		2020 to 05		2019 to 05	
	Permits Issued	Res. Units Created	Building Value	Permits Issued	Res. Units Created	Building Value	Permits Issued	Res. Units Created
ACCESSORY BUILDING	0	0	0	0	0	0	0	0
AGRICULTURAL BUILDING	0	0	0	0	0	0	0	0
COMMERCIAL BUILDING	0	0	0	0	0	0	0	0
DEMOLITION	0	0	0	0	0	0	0	0
END - ACCESSORY BUILDING	0	0	0	0	0	0	0	0
END - COMMERCIAL BUILDING	0	0	0	0	0	0	0	0
END - DEMOLITION	0	0	15,000	1	0	0	2	0
END - INDUSTRIAL BUILDING	0	0	0	0	0	0	0	0
END - MODULAR HOME	0	0	0	1	0	423,000	0	0
END - MULTI FAMILY DWELLING	0	0	0	0	1	0	0	0
END - PLUMBING	0	0	0	0	0	0	0	0
END - SIGN	0	0	65,000	1	0	15,000	1	0
END - SINGLE FAMILY DWELLING	2	4	631,000	0	3	931,000	1	0
INDUSTRIAL BUILDING	0	0	0	0	6	0	0	0
INSTITUTIONAL	0	0	0	0	0	0	0	0
MANUFACTURED HOME	0	0	0	0	0	0	0	0
MODULAR HOME	0	0	0	0	0	0	0	0
MULTI FAMILY DWELLING	0	0	0	0	0	0	0	0
PLUMBING	0	0	0	0	0	0	0	0
POOL	0	0	0	0	0	0	0	0
RETAINING WALL	0	0	0	0	0	0	0	0
SIGN	0	0	0	0	0	0	0	0
SINGLE FAMILY DWELLING	0	0	0	0	0	0	0	0
SOLID FUEL BURNING APPLIANC	0	0	0	0	0	0	0	0
Report Totals	2	4	631,000	2	6	80,000	5	0
						1,369,000		655,000

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: June 9, 2020
Subject: Municipal Asset Management Program Grant Application - Refinement of Asset Register

RECOMMENDATION

THAT Council directs staff to submit a grant application under the Federation of Canadian Municipalities' Municipal Asset Management Program for the purposes of refining the City of Enderby's asset register, at a total project cost of \$21,800;

AND THAT Council confirms that the City of Enderby is willing to provide overall grant management for the aforementioned grant activities;

AND FURTHER THAT Council authorizes a 20% local contribution of \$4,360 towards the aforementioned grant activities.

BACKGROUND

The Municipal Asset Management Program (MAMP) is an eight-year, \$110-million program funded by Infrastructure Canada to support Canadian municipalities and communities in making informed infrastructure investment decisions based on stronger asset management practices. The program offers municipal grant funding to provide training and capacity-building activities to increase skills within local governments to sustainably maintain their asset management programs. For communities with a population over 1,000, MAMP provides grant funding to cover 80% of eligible costs, up to \$50,000.

Staff are recommending that the City of Enderby submits a grant application under MAMP for the purposes of refining its asset register. Specifically, this would involve the following activities:

- Conduct needs assessment of major gaps and outdated infrastructure;
- Assessment, collection and organization of available asset information (maps, digital files, drawings, knowledge, etc.);
- Collect and verify unknown asset data in-field;
- Formally review asset data, spatial data and markup maps;
- Produce hard-copy maps; and
- Develop and formalize procedure to update asset register regularly.

A major component of the City's asset register is a dataset of Geographic Information Systems (GIS) shapefiles, which provide a digital representation of a range of municipal assets including pipes,

hydrants, roads, manholes, etc.; together, these GIS shapefiles provide the foundation for the City's GIS mapping system. The aforementioned grant activities will result in a critical update to the base data for the City's mapping system, which will ensure that the data is accurate, up-to-date, and reflective of the community context, which will help to achieve the following benefits for the City:

- Improved data for the purposes of asset management planning;
- Public Works will have access to more accurate 'on-the-ground' information relative to municipal works (i.e. pipe sizing, pipe material, hydrant locations, etc.); and
- Developers will have access to more up-to-date and reliable data on municipal services, which will aid them in developing potential servicing plans for their developments.

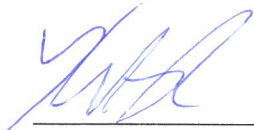
It should be noted that within the City of Enderby Strategic Plan, the first objective under the 'Well-Managed Infrastructure' strategic priority is as follows:

Continue to invest in asset management annually.

Staff feel that the MAMP grant program is a great opportunity that works towards achieving this strategic priority, as updating and maintaining the City's asset register is critical to ensuring sound asset management planning into the future.

It is recommended that Council directs Staff to submit a grant application under the Federation of Canadian Municipalities' Municipal Asset Management Program for the purposes of refining the City of Enderby's asset register, at a total cost of \$21,800. Given that a local contribution of 20% is required, this represents a cost to the City of \$4,360 which will be funded through a mixture of staff time and funding set aside for asset management.

Respectfully Submitted,



Kurt Inglis
Planner and Deputy Corporate Officer

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: June 10, 2020
Subject: Mobile Vendor Request – Interior Lunch Box Food Truck (Wayne Allen)

RECOMMENDATION

THAT Council grants permission for the Interior Lunch Box Food Truck (Wayne Allen) to operate as a mobile vendor in the grassy area east of the Water Treatment Plant, as shown on the attached Schedule 'A', subject to the following conditions:

1. The operator must obtain a City of Enderby Business License;
2. The operator must pay the annual rental fee of \$100;
3. The operator shall be solely responsible for ensuring their vehicular access to the site; and
4. The operator's use of the land is on an 'as-is' basis, and must not be changed from that state without the express written permission of the City.

AND THAT Council grants permission for the Interior Lunch Box Food Truck (Wayne Allen) to place a portable toilet at the site, subject to the following conditions:

1. The operator shall adequately service the toilet to keep it in a sanitary condition at all times;
2. The operator shall be responsible for managing and mitigating any potential nuisances associated with the toilet;
3. Should the operator choose to lock the toilet in order to prevent access from the public, the operator must place a sign on the toilet stating that its use is only for the employees and/or customers of the Interior Lunch Box Food Truck; and
4. The operator shall lock and secure the toilet when the mobile vendor is not operating on the site.

ALTERNATE RECOMMENDATION

THAT Council grants permission for the Interior Lunch Box Food Truck (Wayne Allen) to operate as a mobile vendor in the vacant municipal lot at 504 Cliff Avenue, as shown on the attached Schedule 'B', subject to the same terms and conditions described above;

AND THAT Council grants permission for the Interior Lunch Box Food Truck (Wayne Allen) to place a portable toilet at the site, subject to the same terms and conditions described above.

BACKGROUND

Attached is a request received from the Interior Lunch Box Food Truck (Wayne Allen) to operate as a mobile vendor for the 2020 season. The applicant is intending to sell burgers, sausages, fries, poutine and

refreshments (menu attached). The proposed hours of operation are 10:00 am – 7:00 pm, Thursday-Sunday, with the potential for additional days of the week depending on staffing availability and demand. The applicant is proposing to operate in the vacant municipal lot at 504 Cliff Avenue and has identified the grassy area to the east of the City's Water Treatment Plant as a back-up location, should the request for 504 Cliff Avenue not be supported.

It should be noted that both of the proposed locations have previously received Council approval as locations for mobile vendors. However, Staff are recommending that Council provides permission for the mobile vendor to operate in the grassy area to the east of the Water Treatment Plant, and not at 504 Cliff Avenue, for the following reasons:

- The 504 Cliff Avenue location is in very close proximity to the Small Axe Bistro;
- The Interior Lunch Box Food Truck is proposing to sell similar menu items to the Small Axe Bistro (burgers, fries, poutine, etc.); and
- Like many restaurants, the Small Axe Bistro has been affected by COVID-19 and is transitioning to recovery.

A potential approval of the request would be subject to the applicant demonstrating compliance with Section 5 (h) of the City of Enderby Business License and Regulation Bylaw No. 1558, 2014 which requires the following of mobile vendors:

Mobile Vendor: No mobile vendor shall operate within the City without first having obtained a license.

All mobile vending units which sell food which is prepared for immediate consumption by the public, including those which may be covered by a flea market, farmers market, or special event license, must have a valid permit as issued by the Provincial Government authority having jurisdiction.

No mobile vendor shall operate on or from any municipally owned property, boulevards or highways unless and until the applicant has provided evidence of:

- Motor Vehicle Liability Insurance with a minimum coverage of \$2,000,000;*
- Comprehensive Public Liability and Property Damage Insurance for \$2,000,000 inclusive, with the City as named insured.*

Every person who operates a mobile vending unit shall be responsible to provide suitable garbage collection containers, and to keep the area around the vending location free of any waste material originating from the vendor's business.

Mobile vending units must be attended by qualified staff at all times when on a site, and must be removed from the location when not staffed.

No mobile vendor shall operate within the City, except for the following conditions:

- when the Zoning Bylaw allows a mobile vendor as a permitted use;*

- ii. *by first obtaining written consent of Council for property, public spaces, boulevards, and highways owned or otherwise controlled by the City;*
- iii. *by first obtaining written consent of the Enderby and District Services Commission for property, public spaces, boulevards, and highways owned or otherwise controlled by the Commission;*
- iv. *by first obtaining written consent from School District #83 for school grounds.*

Staff are recommending that Council grants permission for the Interior Lunch Box Food Truck to operate as a mobile vendor in the grassy area east of the Water Treatment Plant, subject to the following conditions:

1. The operator must obtain a City of Enderby Business License;
2. The operator must pay the annual rental fee of \$100;
3. The operator shall be solely responsible for ensuring their vehicular access to the site (i.e. operator will need to provide their own form of traffic management to prevent vehicles from blocking the access lane along the southern side of the Water Treatment Plant building, which is necessary to gain access to the site); and
4. The operator's use of the land is on an 'as-is' basis, and must not be changed from that state without the express written permission of the City.

Staff are also recommending that Council grants permission for Interior Lunch Box Food Truck to place a portable toilet at the site. Staff are recommending that the permission be subject to the operator adequately servicing the toilet to keep it in a sanitary condition at all times, and the operator being solely responsible for managing and mitigating any potential nuisances associated with the toilet. Should the toilet become unsanitary, or the operator fails to adequately manage and mitigate any nuisances, the City would require that the toilet be removed immediately. Should the operator choose to lock the toilet in order to prevent use by the public, Staff are recommending that the operator be required to place a sign on the toilet stating that it's use is only for the employees and/or customers of the Interior Lunch Box Food Truck; this will avoid a situation where the general public assumes that the toilet is a public amenity that should be made available to the general public, with City Staff then having to field inquiries and complaints on its use. Notwithstanding the above, Staff are recommending that the operator be required to lock and secure the toilet when the mobile vendor is not operating on the site.

Lastly, the operator would be required to comply with all relevant provisions of the City of Enderby Mobile Vendor Policy (attached) as a condition of their Business License.

Respectfully Submitted,



Kurt Inglis
Planner and Deputy Corporate Officer

INTERIOR LUNCH BOX

FOOD TRUCK MENU

Fresh cut fries add 3.50/Salad add 4.00

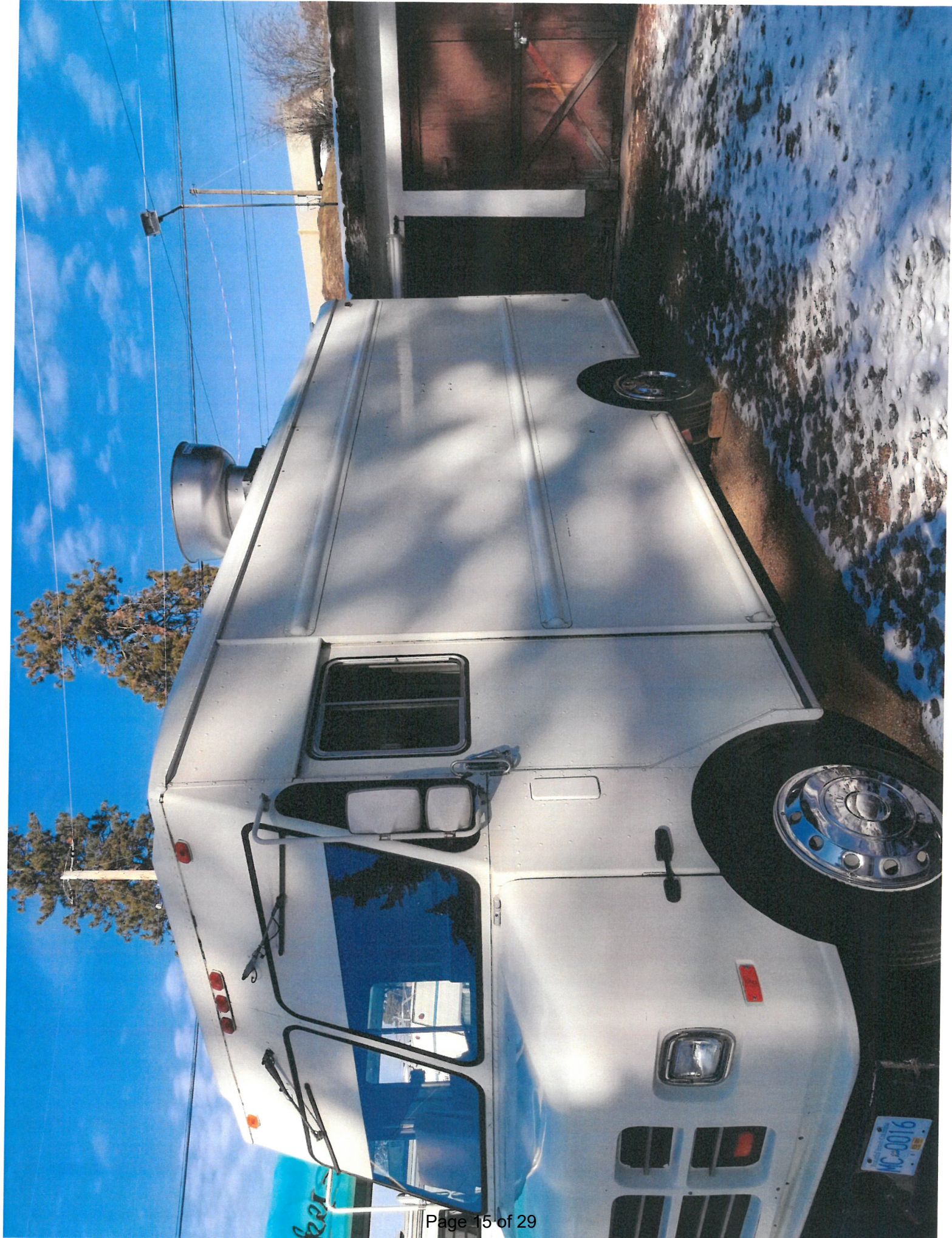
BBQ Pulled Pork – Slow roasted and BBQ basted pork shoulder with apple slaw on a freshly grilled baguette 7.25.

Bacon, Mushroom, Cheeseburger – House made patty with bacon, mushrooms, and cheddar on a fresh grilled bun 7.50.

Chicken Mushroom Swiss Burger– House breaded chicken breast with fresh marinara and mozzarella 7.50.

Italian Sausage with peppers and onions, Swiss cheese on a French baguette 7.50

Fresh Cut Fries	5.50
Poutine	7.95
Pulled Pork Poutine	9.50
Cheeseburger Poutine	9.75
Soda – Coke, Sprite, Iced Tea	1.50
Water	1.00



From: wayne allen
Sent: May 30, 2020 7:59 AM
To: kinglis@cityofenderby.com
Subject: Re: Website Form Submission Food Truck
Attachments: 20190128_135532 (1).jpg; MENU 2020.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hi,
1999 International. It is all white right at the moment but I plan to have a 3 1/2 by 5 ft. Decal with a name and picture. Pictures attached. I have also attached a tentative menu. I would be selling just food and drink and the hours of operation would be from 10 a.m. to 7 p.m. The Days of the week that I would operate would be Thursday thru Sunday and perhaps the other days of the week as well depending upon whether I am able to recruit proper staff and there is a sufficient call for the service.. I would be willing to pay for the port a potty. Cheers

Wayne

On Fri, May 29, 2020 at 2:48 PM <kinglis@cityofenderby.com> wrote:

Hi Wayne,

Thank you for your submission. A few quick questions:

- What type of food truck do you have? Do you have a description and pictures?
- What type of food will you be selling? Are you proposing to sell any items other than food/drinks?
- What days of the week do you intend on operating? How soon are you looking to get set up?
- Are you proposing to rent the port-a-potty or were you requesting for the City to rent it?

Thanks Wayne!

Kurt Inglis, MCIP, RPP

Planner and Deputy Corporate Officer

City of Enderby

P.O. Box 400, 619 Cliff Avenue

Enderby BC, V0E 1V0

Telephone: 250-838-7230 | Fax 250-838-6007

Email: kinglis@cityofenderby.com | Website: cityofenderby.com

From: Tate Bengtson <tbengtson@cityofenderby.com>

Sent: May 29, 2020 2:29 PM

To:

Cc: kinglis@cityofenderby.com; lgrimm@cityofenderby.com

Subject: RE: Website Form Submission Food Truck

Hi Wayne,

Thank you for your email and interest. I am advancing this to our planner, Kurt Inglis, who will provide you with further information on food truck opportunities.

Regards,

Tate Bengtson

Chief Administrative Officer / Emergency Operations Centre Director

City of Enderby

Street: 619 Cliff Avenue, Enderby, BC

Mail: P.O. Box 400, Enderby BC V0E 1V0

Telephone: 250-838-7230

Fax: 250-838-6007

Website: <https://www.cityofenderby.com>

From: Wayne Allen
Sent: Friday, May 29, 2020 2:28 PM
To: info@cityofenderby.com
Subject: Website Form Submission Food Truck

Name

Wayne Allen

Email

Telephone (optional)

Subject

Food Truck

Message

May 29, 2020

City of Enderby

To Whomever it may concern,

I would like to operate a food truck in the city of Enderby. I am currently the chef at the Enderby Memorial Terrace and Tower.

I would like to occupy the spot on the corner of Cliff and railroad or the spot behind the waterworks as a second choice. I would propose hours of 10 to 7 and would ask if it would also be possible to have a port a potty at the site as well for a staff washroom.

I have the fire inspection completed and passed by Cliff Vetter and the Health is within the week. I look forward to hearing from you on this matter.

Wayne Allen

Interior Lunch Box

IP

Date Time

2020-05-29 13:13:01

Policy Title	Mobile Vendor
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Effective Date February 20, 2017	Adopted by Council	Replaces N/A
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PURPOSE: To regulate Mobile Vendors within the City of Enderby in order to provide business certainty, neighbourhood harmony, and administrative efficiency.

POLICY: Mobile Vendors operating within the City of Enderby shall be subject to the following conditions:

1. Mobile Vendors shall operate in accordance with the City of Enderby Zoning Bylaw No. 1550, 2016, as amended from time to time.
2. All Mobile Vendors are required to obtain a business license in accordance with the City of Enderby Business License and Regulation Bylaw No. 1558, 2014, as amended from time to time.
3. The sale of food items from a Mobile Vendor is permitted; however, the sale of all other goods (i.e. crafts, clothing, and other merchandise) is not permitted without prior written permission.
4. Mobile Vendors must submit a written request seeking permission to operate in a specific public space.
5. The authority having jurisdiction may decline to permit a Mobile Vendor's request to operate in a specific public space for any reason that it feels appropriate, but must provide the Mobile Vendor with reasons upon request.
6. The intake for Mobile Vendor requests to operate in a specific public space is from January 1 to March 31 of each year.
7. All Mobile Vendors who are approved to operate in a public space must pay an annual rental fee as specified in the City of Enderby Fees and Charges Bylaw No. 1479, 2010, as amended from time to time.
8. All Mobile Vendors shall supply their own power source, water source, and method of sanitary disposal; generators are permitted providing that they do not cause a disturbance.
9. Overhead canopies or doors from Mobile Vendors shall not obstruct or hinder pedestrian traffic.

10. Placement of any furniture (i.e. tables, chairs, benches, counters, etc.) associated with Mobile Vendor operations is not permitted without prior written permission.
11. A Mobile Vendor vehicle(s) shall be stored off-site when not in operation; storage of the vehicle on public property is not permitted without prior written permission.
12. All elements associated with the Mobile Vendor and its operations (including line-ups, signs and trash receptacles) shall not cause any obstructions or hazard; a minimum of 1.5 metres (5 feet) of sidewalk as a passageway for pedestrians is required.
13. Mobile Vendors shall not create any disturbance or nuisance in terms of noise, vibration, smoke, dust, odour, air pollution, heat, glare, bright light, hazardous or unacceptable waste. Lights, sounds, or actions which may be a distraction for motorists and/or pedestrians are not permitted.
14. Mobile Vendors may sell their products any time between 7:00 am – 10:00 pm, or at other times with prior written permission.
15. Mobile Vendors shall indemnify and save harmless the City, its officers, employees and elected and appointed officials, from and against all actions, proceedings, claims and demands by any person and to reimburse the City for all damages and expenses caused or contributed to by the negligence or other default of the Mobile Vendor, its servants or agents in respect of anything done pursuant or ostensibly pursuant to the Mobile Vendor's operations.
16. As per the City of Enderby Business License and Regulation Bylaw No. 1558, 2014, Mobile Vendors shall provide evidence of:
 - i. Motor Vehicle Liability Insurance with a minimum coverage of \$2,000,000;
 - ii. Comprehensive Public Liability and Property Damage Insurance for \$2,000,000 inclusive, with the City of Enderby as named insured.
17. The following are the minimum fire safety requirements related to the design, installation, operation, inspection, and maintenance of all mobile vendor commercial cooking operations:
 - i. As per BC Building Code 2012 0 Part 6.2.2.7, fire protection systems for commercial cooking equipment using vegetable oil or animal fat shall conform to ANSI/UL 300 or ULC/ORD-C1254.6;
 - ii. As per BC Fire Code 2012 0 Part 2.6.1.9, the use, inspection and maintenance of commercial cooking equipment exhaust and fire protection systems shall be in conformance with NFPA 96 (2008 edition - Ventilation Control and Fire Protection of Commercial Cooking Operations);

- iii. Cooking equipment used in processes producing smoke or grease-laden vapour shall be equipped with an exhaust hood that complies with NFPA 96 (2008 edition - Ventilation Control and Fire Protection of Commercial Cooking Operations);
 - iv. Cooking that produces grease-laden vapour and that might be a source of ignition of grease in the hood, grease removal device or duct shall be protected by fire extinguishing equipment that conforms to NFPA 10 (2007 edition - Portable Fire Extinguishers) and NFPA 17A (2009 edition - Wet Chemical Extinguishing Systems);
 - v. Fire extinguishing equipment shall include both automatic fire extinguishing systems as primary protection and portable fire extinguishers as secondary backup; and
 - vi. The cooking equipment shall conform to the components, installation and maintenance as per NFPA 10 (2007 edition - Portable Fire Extinguishers), NFPA 17A (2009 edition - Wet Chemical Extinguishing Systems), and NFPA 96 (2008 edition - Ventilation Control and Fire Protection of Commercial Cooking Operations).
18. The authority having jurisdiction may set other terms and conditions as it deems appropriate.
19. Failure to meet one or more of the requirements outlined in this policy, or any other laws, regulations or Bylaws, may result in suspension or cancellation of the Mobile Vendor's Business License or withdrawing its permission to occupy the public space, which may be done without notice; should this occur, the Mobile Vendor will be reimbursed the annual rental fee on a pro-rated basis, subject to any fines or outstanding fees and charges.

THE CORPORATION OF THE CITY OF ENDERBY

Agenda

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: June 11, 2020
Subject: Temporary Business Use of Community Digital Billboard Policy and Temporary Sidewalk Encroachments Policy

RECOMMENDATION

THAT Council adopts the attached *Temporary Business Use of Community Digital Billboard Policy*;
AND THAT Council adopts the attached *Temporary Sidewalk Encroachments Policy*.

BACKGROUND

At its Regular Meeting of May 2, 2020, Enderby City Council established a Pandemic Community Recovery Select Committee to aid in planning for the community's recovery from the COVID-19 pandemic. The Committee's scope is to

- Consider matters related to the City of Enderby's community recovery from the COVID-19 pandemic, particularly around individual empowerment and business resumption; and
- Provide recommendations to Council on ways to restore self-sufficiency and increase resilience among individuals, families, organizations (including businesses), and the community.

The Select Committee identified a range of recommended actions related to community recovery from COVID-19, which were endorsed by Council at the Regular Meeting of June 1, 2020.

Two of the actions recommended by the Select Committee, and endorsed by Council, were to:

1. Draft a temporary amendment to the City's policy on use of its digital sign on George Street to provide opportunities for businesses to announce that they are open for business; and
2. Draft a temporary amendment to the City's sidewalk encroachment policy to enable businesses who are not adjacent to George Street to place encroachments, such as sandwich boards, along this location, subject to the standard requirements regarding safety and insurance.

Staff have drafted temporary policies for Council consideration, in accordance with the aforementioned Select Committee recommendations; the key elements of these temporary policies are as follows:

Temporary Business Use of Community Digital Billboard Policy

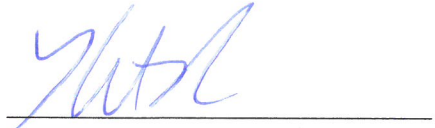
- Local businesses with a commercial storefront located within Enderby city limits (Eligible Businesses), who hold a valid City of Enderby Business License, are temporarily permitted to use the community digital billboard for advertising purposes until December 31, 2020;
- Local businesses within Enderby city limits who do not have a commercial storefront may make a written request to be included as an Eligible Business, which will be considered on the basis of demonstrated financial impact, potential to aid recovery, and strength of participation from local businesses with commercial storefronts;
- Eligible businesses would be entitled to two-weeks of advertising on the community digital billboard, at no cost to the business;
- A business' two-weeks of advertising on the community digital billboard must be run continuously (i.e. no non-consecutive days of messaging) and be contained to a single slide (i.e. no sequenced messages);
- Advertisements for an Eligible Business must:
 - clearly identify the business;
 - be consistent with federal and provincial enactments respecting advertising standards, such as the Canadian Code of Advertising Standards; and
 - fit within the context of a community digital billboard.
- An Eligible Business' use of the community digital billboard will be subject to the same terms and conditions outlined in the Digital Billboard Policy (no offensive language, design/frequency/duration of message is at the discretion of the City, etc.).

Temporary Sidewalk Encroachments Policy

- Retail and restaurant businesses with a commercial storefront who are not located along the highway (Eligible Businesses) are eligible to apply to the City to place a sandwich board along the sidewalk of the Highway 97A corridor, as long as they are located in Enderby city limits and hold a valid City of Enderby Business License;
- Other businesses with a commercial storefront in Enderby which are not retail or a restaurant, may make a written request to be included as an Eligible Business, which will be considered on the basis of demonstrated financial impact, potential to aid recovery, and strength of participation from the restaurant and retail sector;
 - NOTE: Council may advise Staff if it wishes to broaden this policy provision to include businesses that do not have a commercial storefront (i.e. home-based businesses, mobile vendors, etc.).
- Eligible Businesses may place sandwich boards along the sidewalk of the Highway 97A corridor until October 13, 2020;
- In order to place a sandwich board, Eligible Businesses must enter into an Encroachment Agreement with the City of Enderby;

- The City will assign Eligible Businesses with a location along the Highway 97A corridor for their sandwich board, and the City reserves the right to deny requests if there are no safe advertising locations remaining along the corridor; and
- Eligible businesses will be subject to the same terms and conditions outlined in the Sidewalk Encroachments Policy (must obtain public liability insurance in the amount of at least \$2,000,000 with the City included as a named insured, sandwich boards cannot be larger than 30"x40", etc.).

Respectfully Submitted,



Kurt Inglis

Planner and Deputy Corporate Officer

Policy Title:	TEMPORARY BUSINESS USE OF COMMUNITY DIGITAL BILLBOARD
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<u>Effective Date:</u>	<u>Authorized By:</u>	<u>Revised:</u>
June 15, 2020	Mayor and Council	N/A

PURPOSE: In order to support local businesses in their COVID-19 recovery, businesses within the City of Enderby are temporarily permitted to use the community digital billboard for advertising purposes.

POLICY: Local businesses are temporarily permitted to use the community digital billboard for advertising purposes, subject to the following terms and conditions:

1. Local businesses with a commercial storefront located within Enderby city limits (Eligible Businesses), who hold a valid City of Enderby Business License, are temporarily permitted to use the community digital billboard for advertising purposes until December 31, 2020;
2. Local businesses within Enderby city limits who do not have a commercial storefront may make a written request to be included as an Eligible Business, which will be considered on the basis of demonstrated financial impact, potential to aid recovery, and strength of participation from local businesses with commercial storefronts;
3. Eligible Businesses shall be entitled to two weeks of advertising on the community digital billboard, at no cost to the business;
4. Eligible Businesses are not required to obtain an in-kind sponsorship from Council for use of the community digital billboard;
5. In order to run an advertisement on the community digital billboard, an Eligible Business must submit a Messaging Request Form to the City at least 7 days prior to the requested start date of the message;
6. An advertisement for an Eligible Business must run continuously for a two-week period, and all information must be contained on a single slide (i.e. no sequenced messages);
7. Advertisements for an Eligible Business must:
 - i. clearly identify the business;
 - ii. be consistent with federal and provincial enactments respecting advertising standards, such as the Canadian Code of Advertising Standards; and
 - iii. fit within the context of a community digital billboard.
8. An Eligible Business' use of the community digital billboard shall be subject to same terms and conditions outlined in Digital Billboard Policy, unless otherwise specified in this Policy.

Policy Title:	DIGITAL BILLBOARD
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<u>Effective Date:</u> September 2, 2014	<u>Authorized By:</u> Mayor and Council Regular Meeting of September 2, 2014.	<u>Revised:</u> March 16, 2015
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City of Enderby Digital Billboard Policy

The purpose of the community digital billboard is to display messages or announcements that improve awareness of civic and community events and programs sponsored by the City of Enderby.

Eligible Use

1. Messages issued by the City of Enderby may be posted on the billboard as needed.
2. Council may, at its sole discretion, sponsor the following up to a specified in-kind value for displaying messages on the billboard:
 - a. Enderby-based community groups which are registered not-for-profit organizations or charities which wish to make an announcement related to an event or program open to the community;
 - b. Local sports associations serving Enderby which are registered not-for-profit organizations or charities which wish to make an announcement related to a registration opportunity or an event open to the community; or
 - c. Other community groups or associations which may not be registered not-for-profit organizations or charities, when granted an exemption from Council.
3. For the purposes of calculating a sponsorship value, a single message running for one week shall be given an in-kind value of \$700, inclusive of basic set-up fees, but such message does not need to be displayed in consecutive days.
4. Set-up or coordination required in excess of basic set-up shall be charged to the recipient on a cost recovery basis.
5. For efficiency, Council may develop a list of organizations that it wishes to sponsor on an ongoing basis, with specified annual sponsorship values.
6. An organization seeking to be sponsored by Council must submit a sponsorship request at least 60 days prior to the proposed start date for its initial message but must still submit a message request at least 30 days prior to the desired display date as per #19 of this Policy.
7. Subject to budget allocation, the Enderby & District Services Commission may make recommendations to Council for the sponsoring of particular groups or organizations for the displaying of messages related to events and programming which are related to the Commission. The Commission may purchase advertising at a bulk discount of 75% for marketing of user-pay programs delivered by Recreation Services on behalf of the Commission.
8. The Area "F" Director may sponsor grants on behalf of Area "F" Community Halls which wish to make an announcement of a program or event related to the Community Hall activities, if approved by the Executive of the Community Hall. Area "F" sponsored advertising will be provided at a bulk discount of 50%.

Ineligible Use

9. The use of the electronic billboard is limited to the dissemination of civic information or announcements made by Council-sponsored groups or associations in accordance with Section 2, above.
10. Political or religious messaging will not be accepted.
11. Images or comments of an obscene, hateful, explicit, racial, abusive, defamatory or sexual nature, or that encourages illegal activities, will not be accepted.

Design, Frequency and Duration of Messages

12. The design, frequency and duration of any message are at the discretion of the City.
13. The City reserves the right to change or reject a message, postpone it to a later date, choose an alternate end date, or substitute any message for another on a temporary or permanent basis.
14. The minimum duration of a displayed message is 1 week, which may be non-consecutive days, and the maximum duration of a displayed message is 3 weeks.
15. The number of civic messages on display in any given sequence is at the discretion of the City.
16. The maximum number of sponsored messages on display in any given sequence is 3.
17. If an event or activity is cancelled before or during the broadcast, the organization must notify the City of Enderby immediately. An announcement of cancellation will not count against the in-kind sponsorship value granted by Council.
18. The City reserves the right to establish an order of priority on messages. City announcements have precedence over other display messages.
19. Unused in-kind sponsorship value cannot be redeemed for cash or carried over to the following calendar year.
20. Message requests must be received at least 30 days before the desired display date and must comply with this usage policy.
21. All requests must be submitted using the required form.
22. As a condition of application, the applicant shall agree that the City is not responsible for liability or damage owing to any error, omission, interruption, refusal, or termination of a message.

Delegation

23. Council delegates to staff operation of the digital billboard.
24. A sponsored applicant may request reconsideration by Council of a message refused or altered by staff.
25. Only Council or the Area "F" Director may sponsor an applicant.

Policy Title:	TEMPORARY SIDEWALK ENCROACHMENTS POLICY
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<u>Effective Date:</u>	<u>Authorized By:</u>	<u>Revised:</u>
June 15, 2020	Mayor and Council	N/A

PURPOSE: In order to support local businesses in their COVID-19 recovery, Enderby retail and restaurant businesses not located on the Highway 97A corridor are temporarily permitted to apply for the placement of a sandwich board along the sidewalk of the Highway 97A corridor.

POLICY: Enderby retail and restaurant businesses are temporarily permitted to apply for the placement of a sandwich board along the sidewalk of the Highway 97A corridor, subject to the following terms and conditions:

1. Retail and restaurant businesses with a commercial storefront located within Enderby city limits but not along the Highway 97A corridor (Eligible Businesses), who hold a valid City of Enderby Business License, are temporarily permitted to apply to the City for the placement of a sandwich board along the sidewalk of the Highway 97A corridor;
2. Other businesses with a commercial storefront in Enderby, which are not retail or a restaurant, may make a written request to be included as an Eligible Business, which will be considered on the basis of demonstrated financial impact, potential to aid recovery, and strength of participation from the restaurant and retail sector;
3. The temporary permitting of sandwich boards along the sidewalk of the Highway 97A corridor for Eligible Businesses shall expire on October 13, 2020;
4. In order to request the placement of a sandwich board on the Highway 97A corridor, Eligible Businesses must apply for an Encroachment Agreement with the City of Enderby;
5. The City will assign an Eligible Business with an advertising location along the sidewalk of the Highway 97A corridor, and may include specific terms and conditions in the Encroachment Agreement related to the use of an advertising location;
6. An Eligible Business who is temporarily permitted to place a sandwich board along the Highway 97A corridor is subject to the terms and conditions of the Sidewalk Encroachment Policy, unless otherwise specified in this Policy;
7. The City reserves the right to refuse an Eligible Business' application for the placement of a sandwich board if there are no safe advertising locations left along the Highway 97A corridor;
8. The City reserves the right to revoke an Eligible Business' Encroachment Agreement if they fail to adhere to any terms or conditions of the Encroachment Agreement or Sidewalk Encroachment Policy.

Policy Title	Sidewalk Encroachments
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Adopted: October 17, 2011 Amended: July 15, 2013	<u>Authorized By:</u> Mayor and Council Regular Meeting of October 17, 2011	Replaces: Policy – Encroachments on City Sidewalks (2003)
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PURPOSE:

This policy is intended to establish conditions for the use of City sidewalks for tables, sandwich board signs and display racks to advertise and display goods and services related to the commercial business.

POLICY:

- A. All encroachments onto City sidewalks shall require a License of Occupation obtained from the Chief Administrative Officer or his/her delegate.
- B. Unless exempted by Council, the applicant shall be required to provide a minimum of \$2,000,000 public liability insurance with the City as a co-insured (copy of policy is to be provided to the City).
- C. Encroachments shall be located only on the sidewalk abutting the business and the advertising and product displayed must be related to the primary business operation.
- D. Subject to E and F below, sizes shall not exceed the following:
 - Tables – 30” x 30” or 42” in diameter, to a maximum of 4 per business.
 - Sandwich Board Signage – 30” wide by 40” high, and limited to one sandwich board per business.
 - Display Racks – 30” x 6’.
 - **Other items at the discretion of the Chief Administrative Officer or his/her delegate.**
- (Jul 15, 2013)**
- E. Encroachments shall not be placed on the normal travel portion of the sidewalk and must always allow a minimum 3’ travel width.
- F. Encroachments shall not interfere with street parking.
- G. Encroachments will be allowed only during business hours.