



## GOVERNANCE AND PRIORITIES COMMITTEE MEETING AGENDA

Monday, April 15, 2024, 6 p.m.

3rd Floor - Council Chambers

315 Jespersen Ave

Spruce Grove, AB T7X 3E8

Pages

### 1. CALL TO ORDER

1.1 Introduction - General Manager of Corporate Services - Zeeshan Hasan

### 2. AGENDA

### 3. PRESENTATIONS

### 4. DELEGATIONS

### 5. ADMINISTRATIVE UPDATES

5.1 2024 Capital Projects - Engineering Update Rae-Lynne Spila 3

5.2 2023 Protective Services Annual Report Chad Priebe 20

### 6. BYLAWS

6.1 C-1281-23 - Election Sign Bylaw Jennifer Maskoske 80

6.2 C-1313-24 - Hens Bylaw and Program Lee Ann Beaubien 118

### 7. BUSINESS ITEMS

### 8. CLOSED SESSION

8.1 Economic Development Update Dave Walker  
FOIP Section 25; Disclosure harmful to economic and other interests of a public body

8.2 Re-Imagined Central Park Deborah Comfort,  
Rae-Lynne Spila  
FOIP Section 24; Advice from Officials  
FOIP Section 25; Disclosure harmful to economic and other interests of a public body

8.3 Return to Open Session - April 15, 2024

9. BUSINESS ARISING FROM CLOSED SESSION

10. ADJOURNMENT



## REQUEST FOR DECISION

**MEETING DATE:** April 15, 2024

**TITLE:** 2024 Capital Projects - Engineering Update

**DIVISION:** Sustainable Growth and Development Services

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### **SUMMARY:**

A presentation on the capital projects within the City of Spruce Grove to occur in 2024.

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### **PROPOSED MOTION:**

A motion is not required.

### **BACKGROUND / ANALYSIS:**

Capital Projects for 2024 have all have been approved in the Corporate Plan and are at various stages ranging from design, to tender, to getting ready for construction. The specific updates on the various projects are outlined in the attached presentation.

### **OPTIONS / ALTERNATIVES:**

n/a

### **CONSULTATION / ENGAGEMENT:**

n/a

### **IMPLEMENTATION / COMMUNICATION:**

Engineering communicates regularly with the Communications group, and business partners for each project. The group ensures that the City's website is kept up-to-date, the public is kept

informed, and anything that might disrupt traffic or businesses is communicated through social media and directly to the affected parties.

Council will receive regular updates and notifications throughout the construction season.

**IMPACTS:**

Construction has positive and negative impacts. The planning of projects and the construction completion have positive impacts on the assets and the public that uses them. However, construction is disruptive and noisy which can require the public to make accommodations during this time.

**FINANCIAL IMPLICATIONS:**

This update does not include a financial update. A financial update on capital projects will be provided in the Q1 Quarterly Report that will be provided to Council in mid-May 2024.



# City of Spruce Grove

## 2024 Capital Projects - Engineering Update

# 2024 Capital Projects

- WATER
- SANITARY
- STORM
- ROADWAY
- Facilities





# City Centre Water Main and Sanitary Sewer Rehab - Mohr Avenue

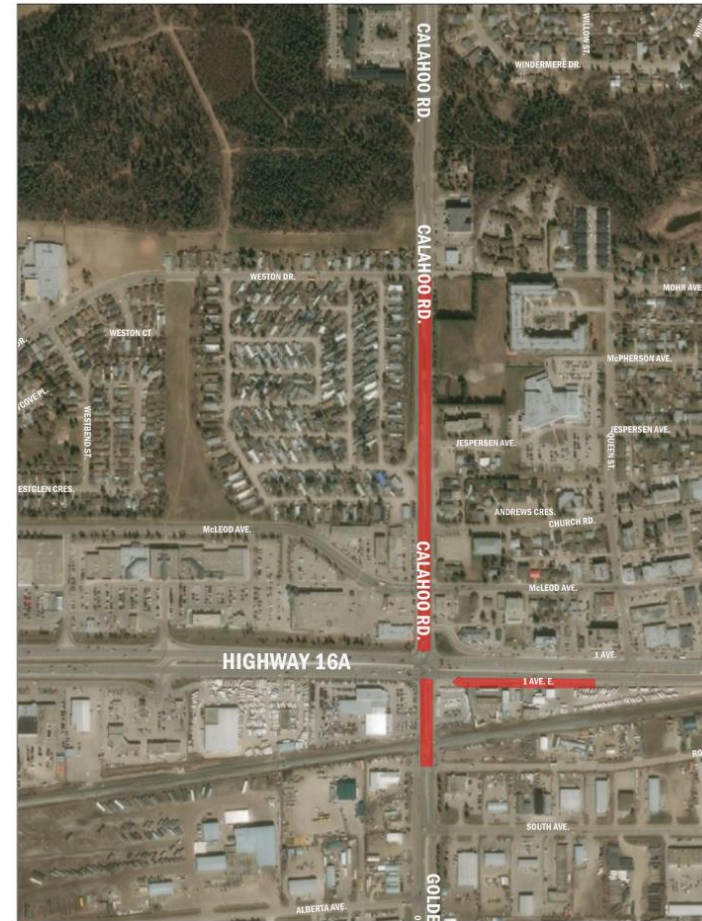
- Upgrade the water main and sanitary within Mohr Avenue from Calahoo Road to Queen Street.
  - To accommodate Meridian Housing





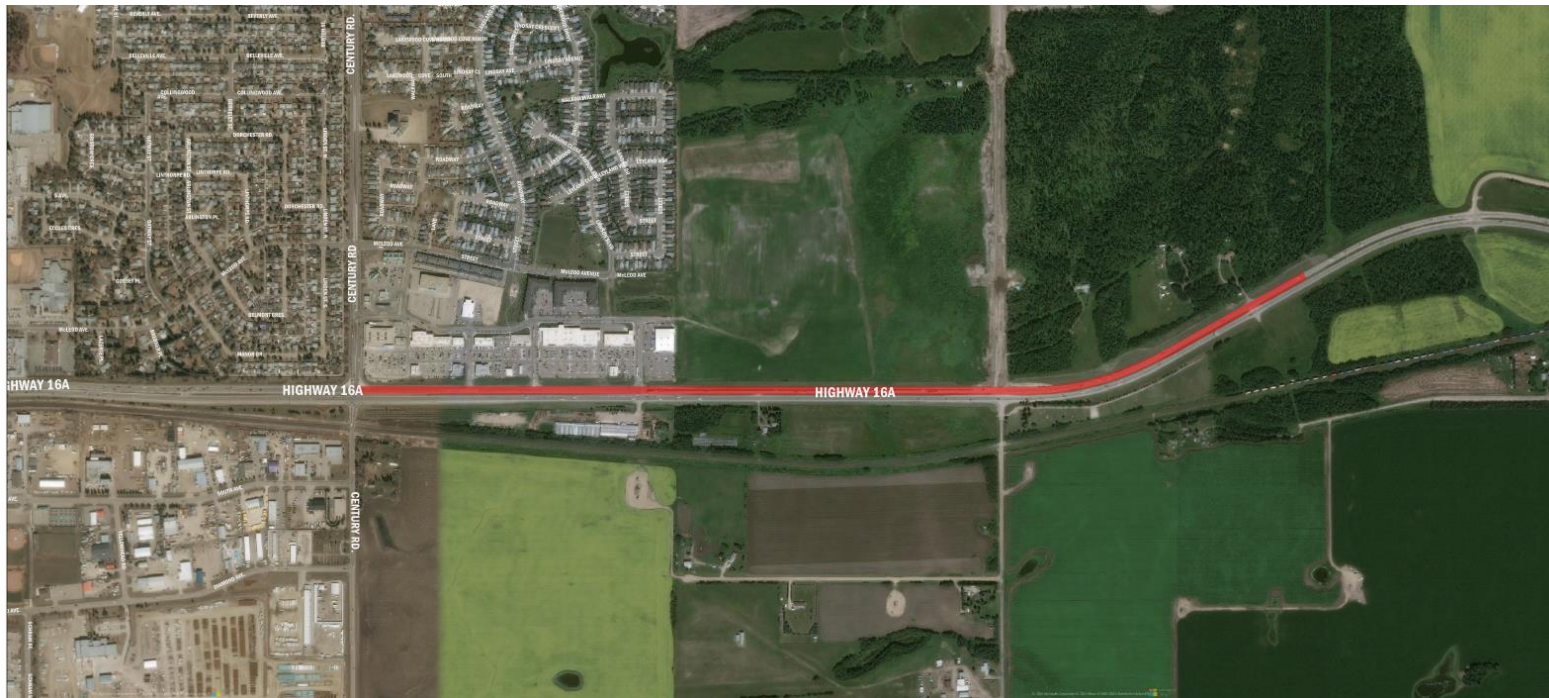
# City Centre Surface Infrastructure Improvements - Calahoo Road

- Curb, gutter, and sidewalk repairs.
- Mill and overlay of the roadway.



# Arterial and Hwy 16A Resurfacing - Hwy 16A WB lanes

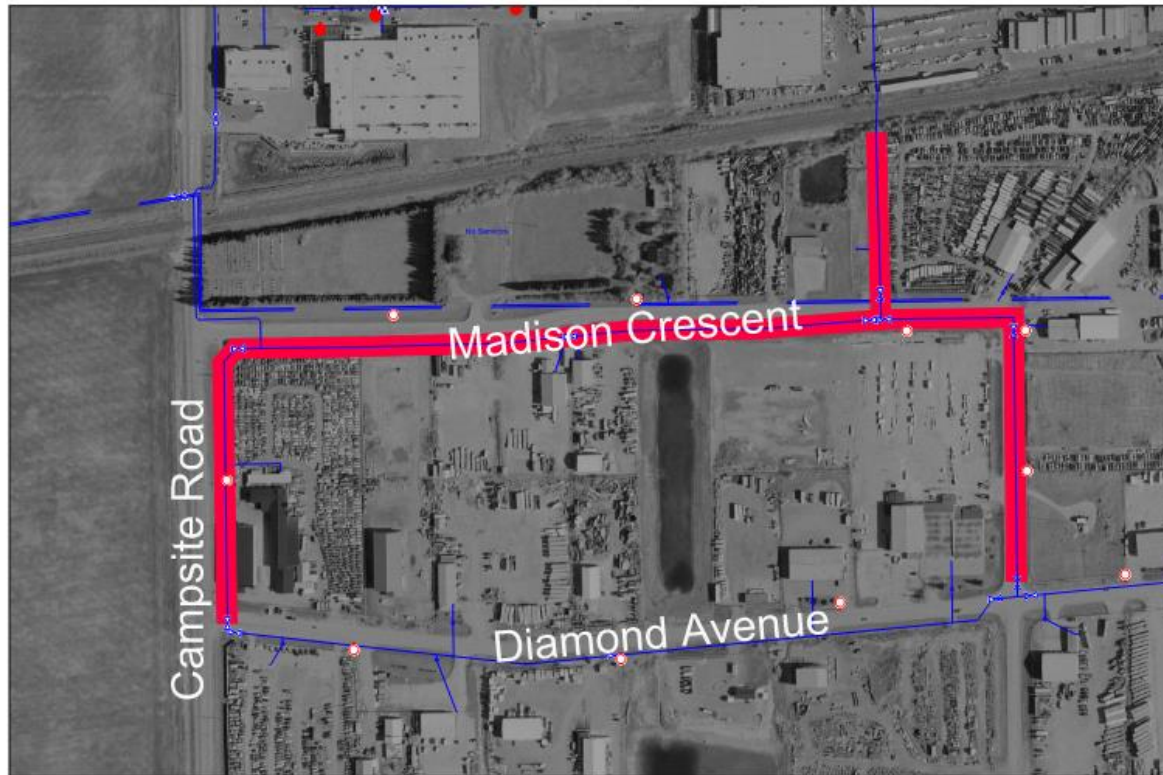
- Mill and pave of the west bound lanes for Highway 16A from City Limits to Century Road.
  - Expected to be night work





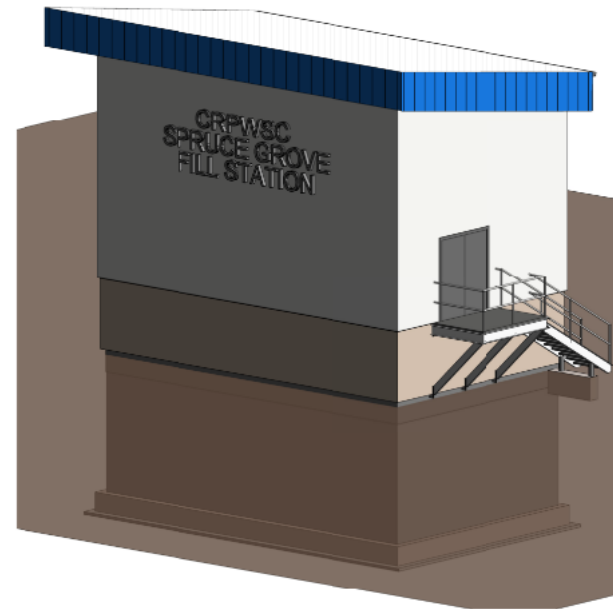
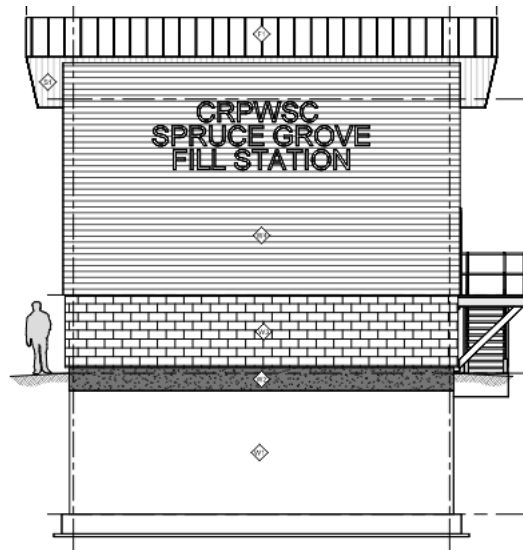
# Industrial Water Main - Madison Crescent

- Replacing the water main within Madison Crescent.
- Any required sanitary repairs / upgrades will also be completed.



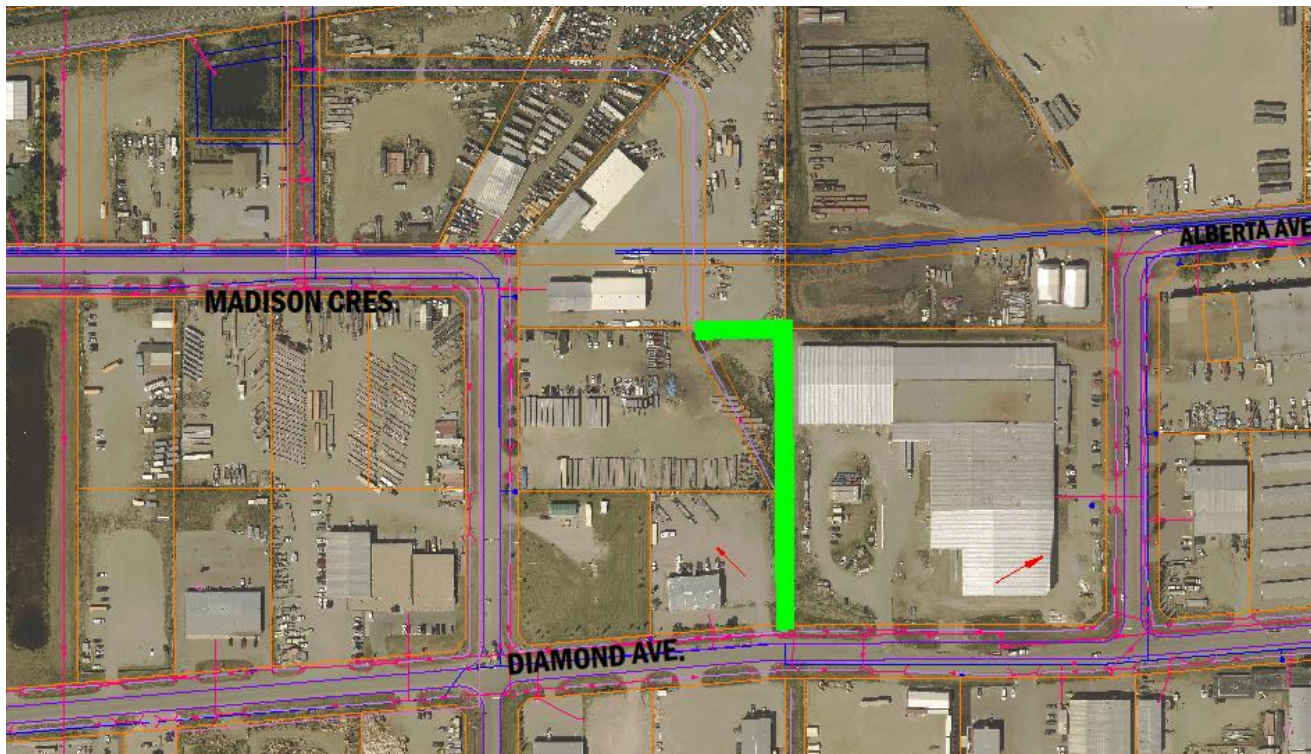
# Reservoir Fill Point Connection

- Construction of a new building for the water connection between the Commission and the City's reservoirs located by Henry Singer Park.
- Joint project with the Commission's water main construction.



# Storm Drainage Improvements - Diamond Avenue Area

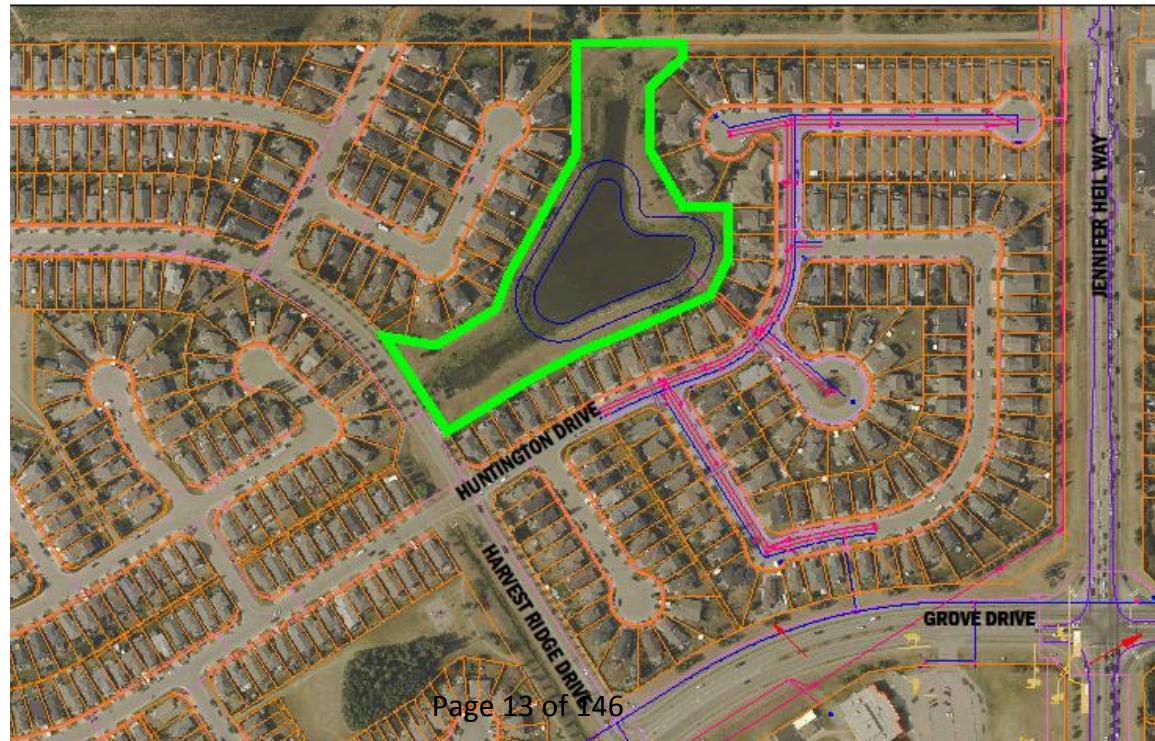
- Upgrade the drainage in this area.
- Fix the alignment to allow better use of industrial lands.





# Stormwater Management Facility Rehab - Harvest Ridge SWMF

- Increase the Storage Volume of the storm water management facility.
- Improve the outlet structure and address resident concerns.
- June start date.





# Re-Imagined Central Park

Concept

Current



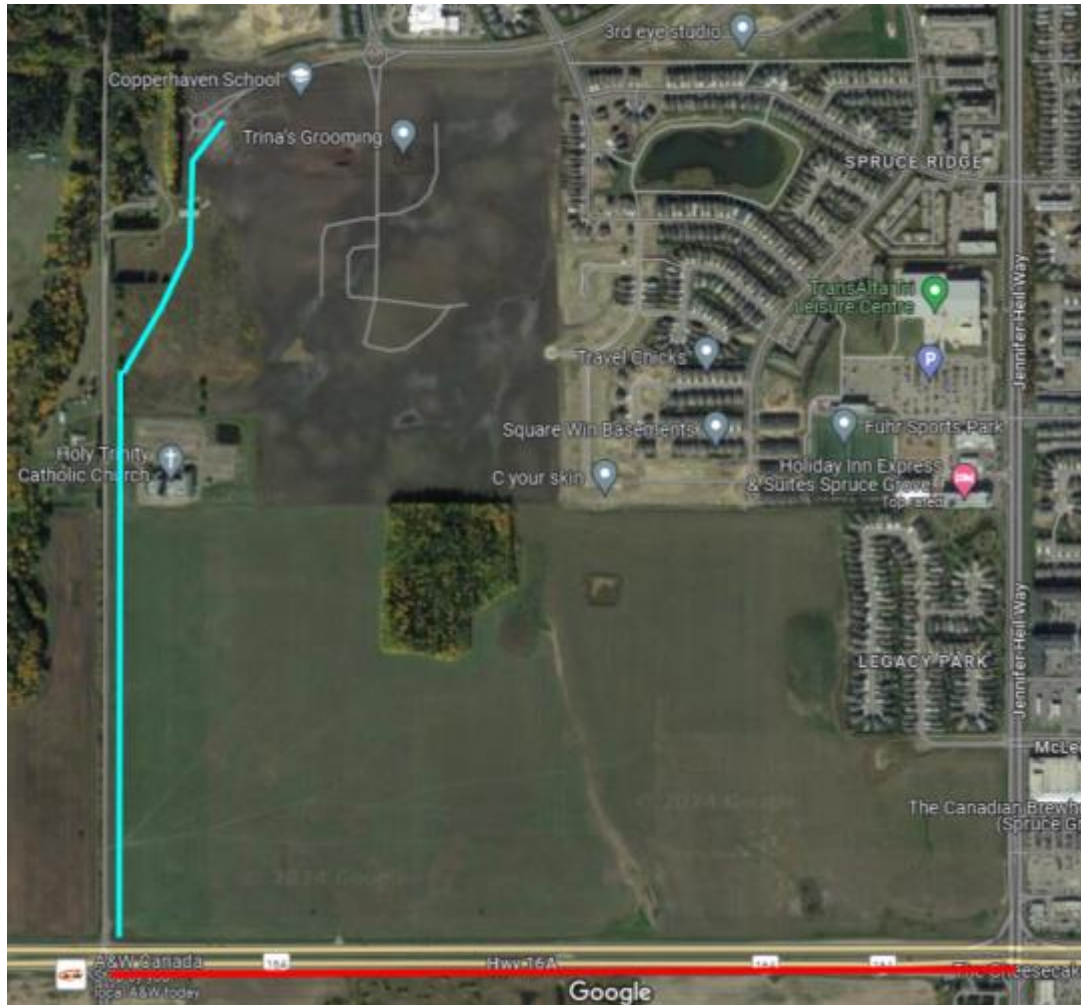


# Boundary Road Design and Tender

- The Design and Tender for the roadway will be completed this year and be shelf ready for when the construction can begin.



# Spruce Grove and Stony Plain Trail



- Spruce Grove finished their portion of this joint project in 2022. (blue line)
- Stony Plain started their portion of the path in 2023 and is expected to complete it this year. (red line)

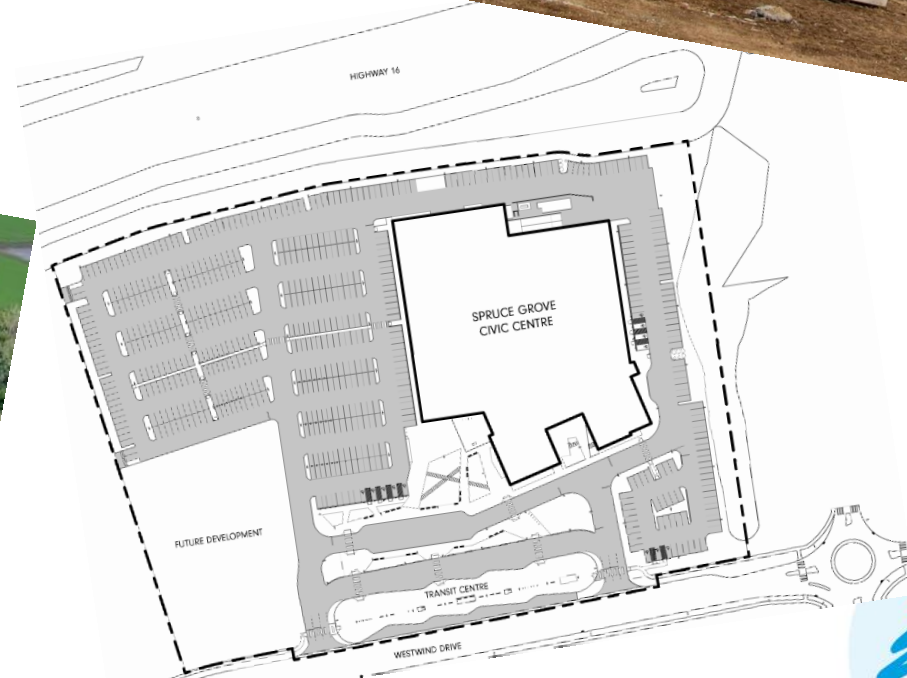
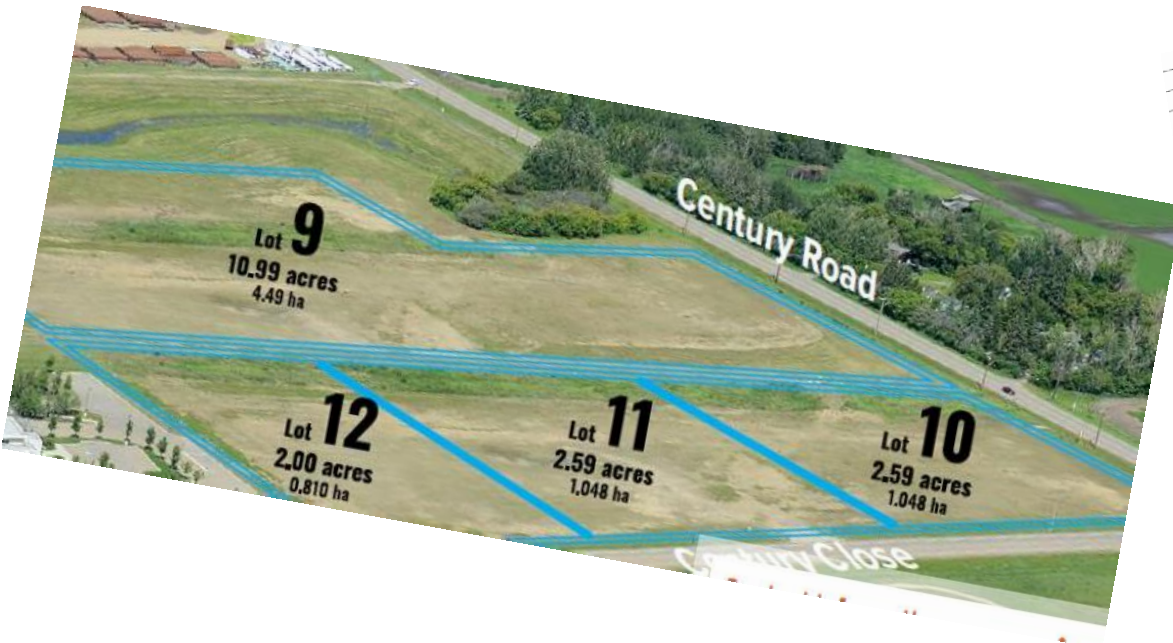


# Other Miscellaneous Engineering Projects

- Traffic Signal Upgrades - various locations.
- Storm Catch Basin Upgrades - various locations.
- Transit Concrete Bus Pads - various locations.
- Pedestrian Bridges - Condition Assessment and Load Rating Classification.
- Traffic Signals Efficiency Study.
- Road Network Pavement Condition Assessment.

# Other Projects

- Civic Centre
- City owned South Century Industrial Subdivision



# Thank You

Questions?



## REQUEST FOR DECISION

**MEETING DATE:** April 15, 2024

**TITLE:** 2023 Protective Services Annual Report

**DIVISION:** Community and Protective Services

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### **SUMMARY:**

The Director of Protective Services / Fire Chief will provide an update on the operations of Protective Services.

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### **PROPOSED MOTION:**

A motion is not required.

### **BACKGROUND / ANALYSIS:**

In accordance with CP-1005-17 - Fire Services Emergency Response Service Standards Policy, Protective Services presents a year-end report with a focus on response standards and activities within Spruce Grove Protective Services (which includes Fire Services and Enforcement Services).

### **OPTIONS / ALTERNATIVES:**

n/a

### **CONSULTATION / ENGAGEMENT:**

n/a

### **IMPLEMENTATION / COMMUNICATION:**

n/a



**IMPACTS:**

n/a

**FINANCIAL IMPLICATIONS:**

n/a

# PROTECTIVE SERVICES 2023 ANNUAL REPORT



Your City, Your Family, Our Duty



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## Message from Chief Priebe



In 2023, Fire Services and Protective Services underwent a significant transitional phase marked by notable achievements, challenges, and considerable staff changes. The retirements of Fire Chief Kosterman, Inspector Adamitz, the Administration supervisor, and the resignation of an Assistant Deputy Chief left a commendable legacy within the Protective Services family, and we extend our warmest wishes for their retirement.

Amidst these transitions, capable individuals filled vacancies eager to serve and lead Protective Services into the future. I was privileged to become the new Fire Chief of Spruce Grove in April of 2023. I started work with the City as a seasonal grass cutter in the summer of 1993 and joined the Volunteer Fire

Department in 1994. I would have found it hard to believe then that I would be sitting in this seat one day. As the newly appointed Fire Chief, I am deeply honoured to lead this exceptional team of dedicated professionals and serve such an outstanding organization. Together we are committed to upholding the highest standards of service and safety to our community.

Throughout 2023, our personnel demonstrated unwavering commitment, ensuring that our response standards were consistently met. Their dedication to delivering excellent customer service and patient care exemplifies the professionalism and compassion that define our organization.

The Fire Services 10-year Master Plan was presented to Council in April. I thank the committee for the months of hard work they put in. This 10-year plan will help inform administration and Council on future Corporate Planning initiatives and other operational decisions.

The Alberta Health Services (AHS) contract expired in April and through a contract extension, negotiations with AHS took place throughout the remainder of the year. Two successful pilot projects undertaken in partnership with AHS in 2022 led to operational changes in 2023, streamlining emergency medical response procedures and enhancing patient care efficiency. The first allowed cross-trained firefighter paramedics, functioning as Medical First Responders (MFR), to stand down inbound ambulances when they can treat patients on-site and refer them to other services or when not required, reducing duplication, and freeing up EMS (Emergency Medical Service) resources faster. The second was an AHS policy change that allowed firefighter-paramedics to attend MFR calls in Spruce Grove in a non-contracted ambulance versus a Fire engine. This allowed for the transport of critical patients if required, cutting delays in getting critical patients to the hospital instead of waiting for a health system-provided ambulance to arrive.



Work commenced on implementing new Fire Services records management software to modernize technology and enhance records management across various aspects of Fire Prevention, training, data reporting, and incidents. This new Records Management System (RMS) software will be operational in 2024.

The introduction of the new Fire Pump "Ruby" in March, alongside community engagement through our first-ever fire truck naming contest, underscores our commitment to community involvement and service improvement. "Ruby" was designed to meet the needs of the community for the next 20-plus years providing Fire, EMS, and rescue operations from one apparatus. The contest was a considerable success, and with this input from the residents, the other two Pumps were named as well.

2023 saw Enforcement Services experience several major changes. Early in the year, the service moved to a new RMS which enabled the use of electronic ticketing. The system has quickly become a leading platform among Municipal Enforcement agencies in the province. Electronic ticketing reduced the amount of manual ticketing entries by 90% and decreased the time spent by Officers at roadside stops. In addition to allowing for greater efficiency in ticketing processes, the new RMS, along with tremendous support from the City's Information Systems (IS) department has seen enforcement services able to begin the development of a new statistical dashboard which when complete will provide a rich data analysis capacity to guide operational and resource decision making.

This year also saw some personnel changes. The Enforcement team was expanded by one member in September to support the Community Outreach Team and their work within the Community.

Despite the challenges of transition, 2023 was a year of achievement for Protective Services. With our new leadership team in place, along with the dedication of our personnel, Protective Services will continue to adapt and innovate, to meet the current and changing needs of our rapidly growing community.



## Executive Summary

2023 was overall another busy year for Protective Services. Fire Services responded to 6957 incidents and experienced a 15% decrease in overall call volume from 2022. Enforcement Services answered 4197 complaints in 2023, which is a 4.6% increase from 2022. All incidents combined; Protective Services responded to 11,138 incidents/complaints. Sadly, this past year the city did experience the tragic loss of two individuals due to fire-related incidents and one traffic fatality.

SGFS Fire Response Standards are set by Council for turnout time and travel time, with an added total response time for the three response categories. Regarding turnout and travel combined (excluding dispatch), SGFS met the following response standards

- Fire Incidents - 90.1%
- EMS Incidents - 89.7%
- Collisions - 97.7%

The High-Intensity Residential Fire (HIRF) requirement, which is a response of 10 min (600 sec.) for Residential house fires, was met 100% of the time. For all other fire-related responses such as alarms, it was met 97.7% of the time. The total property value where a fire occurred in 2023 was just over \$64 million with just under \$3 million in damages.

Complaints to Enforcement Services increased slightly in 2023 in comparison to 2022 and past years though has remained relatively stable. Most complaints, approximately 76%, are received via the public complaints line while the next highest amount is officer generated at approximately 8%. Most of the complaints being dealt with stem from parking and traffic control related matters, with animal control matters and property related complaints also being larger drivers of calls for service.

Regarding citations, Enforcement Services issued 2556 citations which is a decrease of 6.5% from 2022, though nearly at the same level as in 2021. This decrease is largely due to the requirement of Enforcement Services officers, including the dedicated traffic unit, having to re-focus all proactive efforts on emerging priorities for the city for a period of 2 to 3 months during the summer of 2023.

The neighbourhood with the highest number of complaints in 2023 was the City Center, followed by Harvest Ridge and Aspenglen. City Centre's complaints were significantly higher because of an increase in concerns associated to homelessness and the Open Space Bylaw.





# Introduction

The City of Spruce Grove Protective Services is made up of three distinct yet linked departments. Fire Services, Enforcement Services, and Police. Police services are performed under contract with the Royal Canadian Mounted Police and are not part of this report. Automated Traffic Enforcement is reported in a separate detailed report.

## Fire Services

Spruce Grove Fire Services (SGFS) provides traditional Fire services but also includes ambulance service which is contracted to Alberta Health Services (AHS). SGFS is an Accredited Organization by Accreditation Canada currently holding an Accredited with Exemplary Standing status. Service Standards for SGFS are set by the City of Spruce Grove council and are based on the National Fire Protection Association (NFPA) Standards.

## Enforcement Services

Spruce Grove Enforcement Services (SGES) ensures compliance with municipal bylaws and certain provincial statutes. The service is made up of Community Peace Officers who are appointed and given authority by Alberta Public Safety and Emergency Services, and Bylaw Officers appointed by the City under the Municipal Governance Act. SGES enforces most city bylaws and primarily the Alberta Traffic Safety Act along with some lesser-known legislation such as the Animal Protection and Trespass Acts.



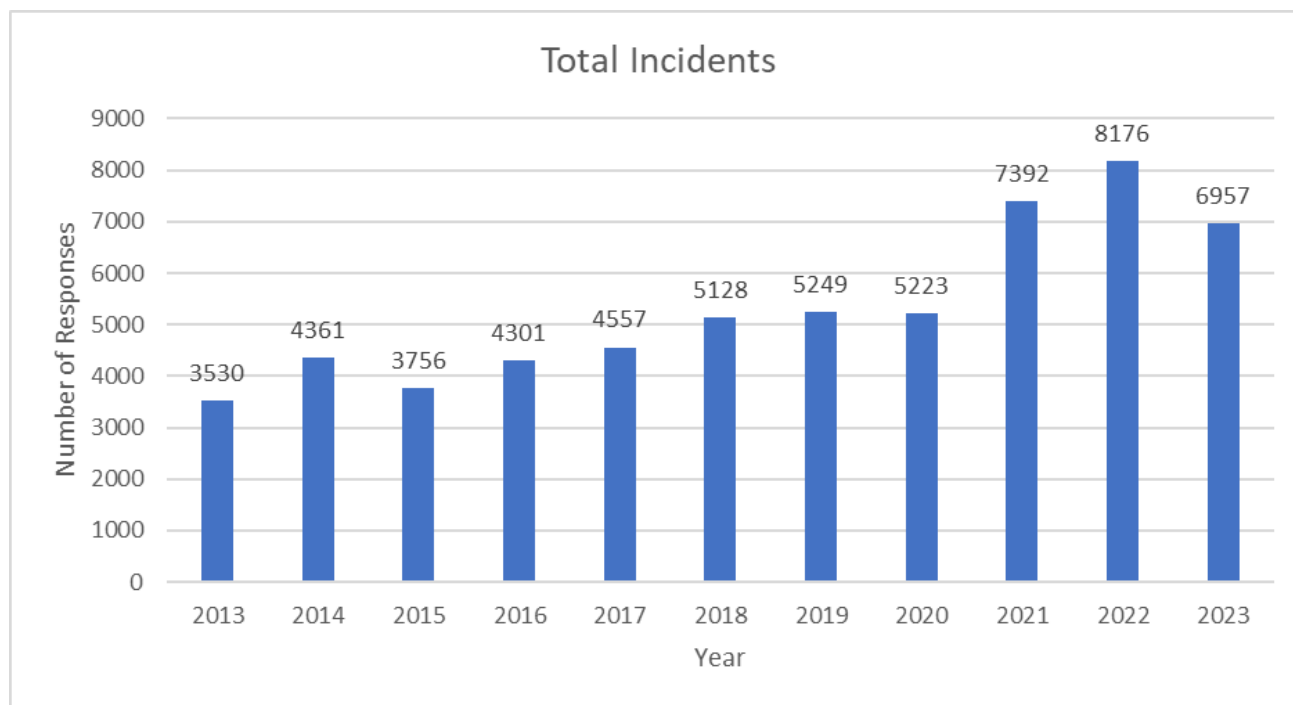
# Fire Services

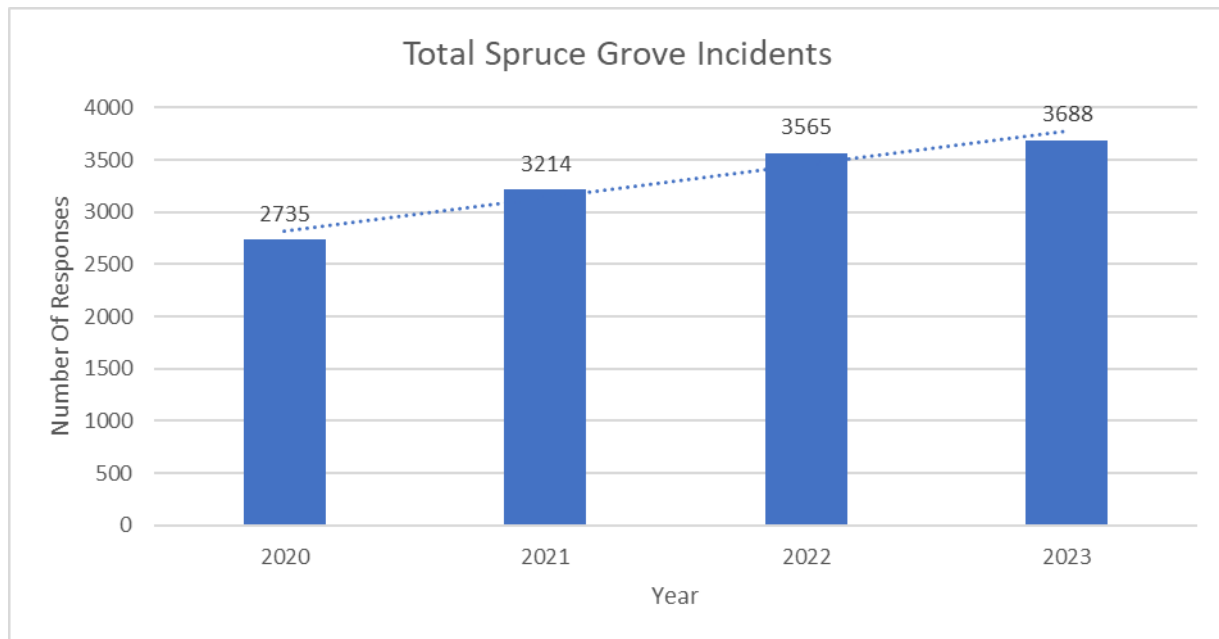
## Call Volume

There were 6957 incidents in 2023 and 8176 incidents in 2022. This represents a 15% decrease from 2022. Call volume within the city boundaries increased slightly. In 2023 there were 3688 incidents within Spruce Grove compared to 3565 in 2022. This represents a call volume increase of 3.45% within Spruce Grove.

The chart below shows the overall call volume year over year since 2013.

- The reporting year 2022 shows the largest call volume for Fire Services in the last decade.
- The call volume decreases in 2020 were due to a three-month change in how calls were dispatched from AHS during that year of the pandemic.
- The call volume in 2023 is down comparatively to 2022 and 2021 but post-pandemic volumes still represent an approximately 34% increase from pre-pandemic volumes.





## Types of Incidents

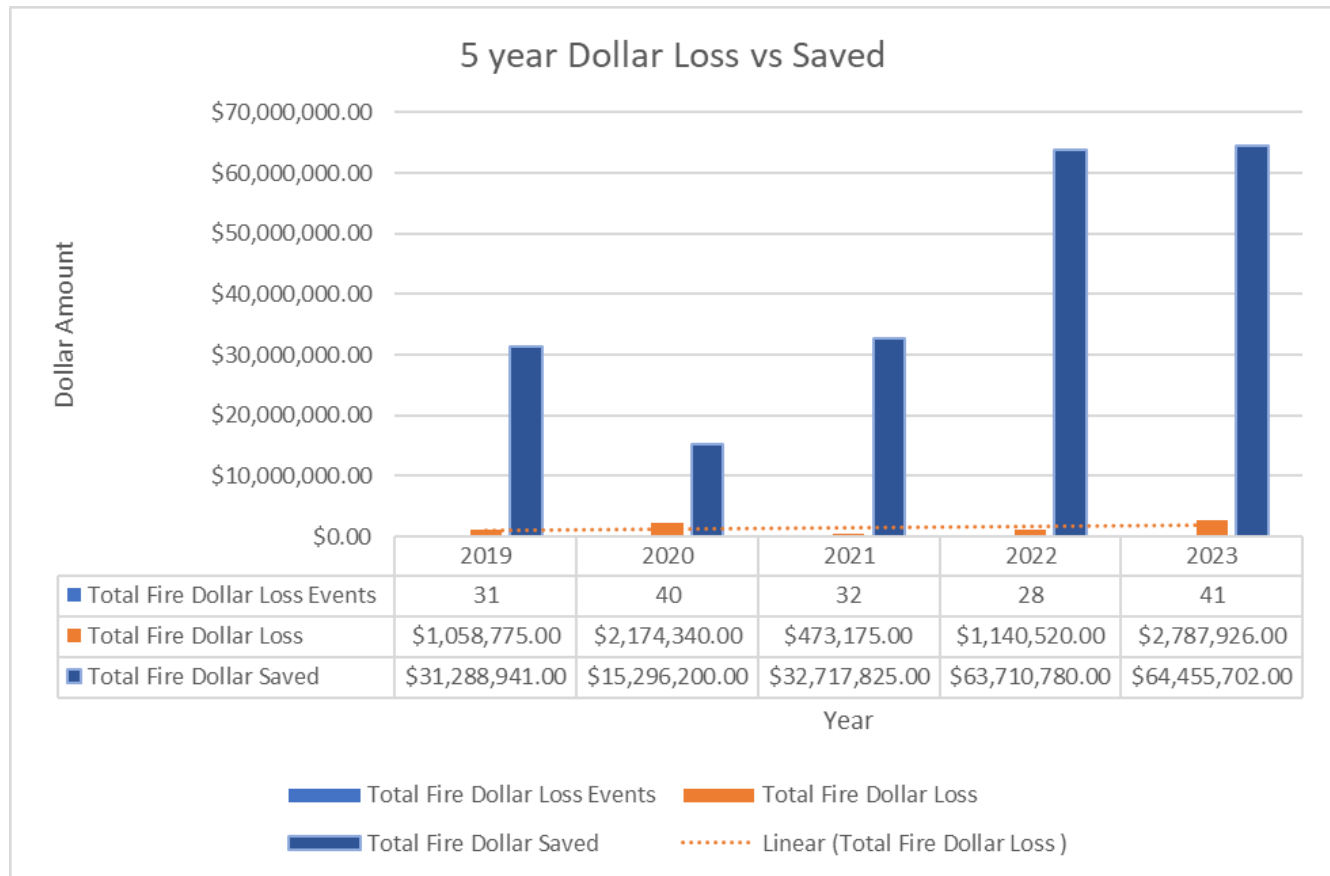
For reporting purposes, forty different response types are grouped into eleven categories. Medical calls make up most of these incidents. The following chart shows a breakdown of the incidents responded to within the City of Spruce Grove:

Group Type	2023	2022	2021	2020	2019
Alarm No Fire	383	341	269	256	253
Explosion	1	1	1	0	0
False Alarm	49	31	60	52	82
Fire Dollar Loss	41	26	33	25	28
Fire Other	60	33	47	26	9
Medical	3011	2993	2615	2,223	2,239
Motor Vehicle Collision	81	67	115	95	98
Public Hazard	47	41	49	47	32
Public Service	28	27	21	19	44
Rescue/Misc.	2	3	0	2	0
Unclassified	1	0	3	1	5



## Fire Loss vs Dollar Saved

Fire losses each year are completed as an estimate of the total value of the property including contents. In 2023 the total value of property in which a fire occurred was \$64,455,702.00. The Estimated fire dollar loss was \$2,787,926.00. This is approximately a 4% loss rate for 2023.





# Response Standards Compliance

Corporate Policy CP-1005-17 requires the reporting on compliance with various response standards. This section of the report is designed to fulfill this reporting requirement.

## Emergency Fire Responses

Response reporting is broken down into various components of the response and only applies to those incidents deemed an emergency response.

- Total Response Time
- Dispatch Time
- Turnout Time
- Travel Time - first unit
- Travel Time - second unit

**Total Response Time** is the cumulative reporting of all other times that determines if an apparatus arrives in time. The required time is 399 seconds or less, 90% of the time. Of these times, SGFS is only directly accountable for turnout and travel time which is 320 seconds.

- In 2023 the standard was achieved 61.4% and the 90<sup>th</sup> percentile was 502 seconds.

**Dispatch Time** is not set by council however the policy does require reporting on dispatch time 79 seconds or less 90% of the time.

- In 2023 this was achieved 6.4% of the time.

It is important to note the pre-alerting system employed by SGFS is designed to allow an overlap of times between dispatch and chute. This system allows dispatch to take up to 90 seconds while resulting in a faster response than without the pre-alert. When the extended time of 90 seconds is considered, dispatch was compliant for Fire Emergencies 89%, and Fires with Dollar Loss 91% of the time in 2023.

**Turnout Time** is measured from the time of dispatch (responders are provided with an address to respond to) and the time they declare themselves on route. For calls requiring the donning of bunker gear this time is set at 80 seconds 90% of the time.

- In 2023 the standard was achieved 98.5% and the 90<sup>th</sup> percentile was 38 seconds.

**Travel Time - First apparatus**, is the actual drive time of the first responding apparatus. Council has established a travel time standard of 240 seconds 80% of the time.

- In 2023 the standard was achieved 64.8% and the 90<sup>th</sup> percentile was 283 seconds.

**Travel Time - second apparatus** is the actual drive time for the second apparatus. The standard of 480 seconds or less 90% of the time was achieved 92.8% of the time. However, this does not reflect turnout time for this apparatus and only drive time.

- In 2023 the standard was achieved 96.8% and the 90<sup>th</sup> percentile was 328 seconds.

**Turnout and Travel Time combined** is a valuable time to monitor as this is the portion of the Total Response Time that SGFS is directly accountable for. In this area, fire responses have a combined standard of 320 seconds.

- In 2023 the standard was achieved 90.1% and the 90<sup>th</sup> percentile was 320 seconds.

## Alberta Building Code (HIRF)



The Alberta Building Code requires enhanced building standards when the fire response from time of call received by dispatch to on scene exceeds ten minutes or six hundred seconds nine out of ten times (same building).

- In 2023 this standard was achieved 100% of the time for fires with dollar loss and 97.7% for all other Fire incidents.

## Emergency Medical Responses

Medical responses are difficult to properly benchmark. This is as AHS is responsible for dispatching and SGFS has no access to the raw data.

Medical response reporting does not include motor vehicle collisions and certain elements such as dispatch are not reportable. Medical response reporting is broken down into the following components.



- Total Response Time
- Turnout Time
- Travel Time

**Total Response Time** is the time measurement that adds both the turnout time and the travel time for a combined time. Unlike fire responses, medical responses do not consider dispatch times in their calculation. The combined total response time for medical incidents is three hundred seconds or less, 90% of the time.

- In 2023 the standard was achieved 89.7% and the 90<sup>th</sup> percentile was 302 seconds.

**Turnout Time** is measured from the time of dispatch (responders are provided with an address to respond to) and the time that they declare themselves on route. For medical emergencies there is no requirement to don bunker gear and the turnout time is 60 seconds or less 90% of the time.

- In 2023 the standard was achieved 99.4% and the 90<sup>th</sup> percentile was 10 seconds.

**Travel Time** is the actual drive time of the first responding unit. Council has established a travel time standard of 240 seconds 80% of the time.

- In 2023 the standard was achieved 64.8% and the 90<sup>th</sup> percentile was 276 seconds.

**Alberta Health Services** is responsible for ambulance service within Spruce Grove and contracts Spruce Grove to provide two Advanced Life Support units into the provincial system. Although based in Spruce Grove these units can be sent anywhere by AHS dispatch. The standard which AHS has established for an ambulance response within Spruce Grove is 15 minutes or 900 seconds.





**Area Coverage:** Area coverage is when an ambulance is sent out of Spruce Grove to sit in another community and provide coverage for that area, while there is no active emergency call. During these times SGFS will send an Advanced Life Support crew and equipment to any medical call in Spruce Grove thus ensuring the residents and visitors of Spruce Grove continue to receive optimum care.

In 2023 SGFS ambulances were sent to provide “area coverage” a total of 665 times for a total of 949, unit hours. During the period of this report ambulances also responded to 3253 medical incidents outside of Spruce Grove.

**Pump Response** is defined as anytime a fire pump responds to a medical call in Spruce Grove. A pump is dispatched to assist an ambulance for any call categorized as Delta or Echo (serious) or when there is no SGFS ambulance within Spruce Grove. There were 1159 of these responses in 2023 with a 90% response rate of 306 seconds and 88% under 300 seconds.

## Motor Vehicle Collisions

Response reporting is broken down into various components of the response.

- Total Response Time
- Dispatch Time
- Turnout Time
- Travel Time



**Total Response Time** is the cumulative reporting of all other times that determines if an apparatus arrives in time. The response time standard for MVCs is 399 seconds 90% of the time. Of these times, SGFS is only directly accountable for turnout and travel time which is 320 seconds.

- In 2023 the standard was achieved 74% and the 90<sup>th</sup> percentile was 330 seconds.

**Dispatch Time** is not set by council however the policy does require reporting on dispatch time. This time is based on NFPA standard of 79 seconds or less 90% of the time.

- In 2023 the standard was achieved 23.3%





It is important to note the pre-alerting system employed by SGFS is designed to allow an overlap of times between dispatch and chute. This system allows dispatch to take up to 90 seconds while resulting in a faster response than without the pre-alert. When the extended time of 90 seconds is considered, dispatch was compliant on MVC Emergency incidents 100% of the time in 2023.

**Turnout Time** is measured from the time of dispatch (responders are provided with an address to respond to) and the time that they declare themselves on route. For motor vehicle collisions that time is set at 80 seconds or less 90% of the time.

- In 2023 the standard was achieved 97.4% and the 90th percentile was 36 seconds.

**Travel Time** is the actual drive time of the first responding apparatus. Council has established a travel time standard of 240 seconds 90% of the time.

- In 2023 the standard was achieved 74% and the 90<sup>th</sup> percentile was 296 seconds.

**Turnout and Travel Time combined** is an important time to monitor as this is the portion of the Total Response Time that SGFS is directly accountable for. In this area MVC responses have a combined standard of 320 seconds.

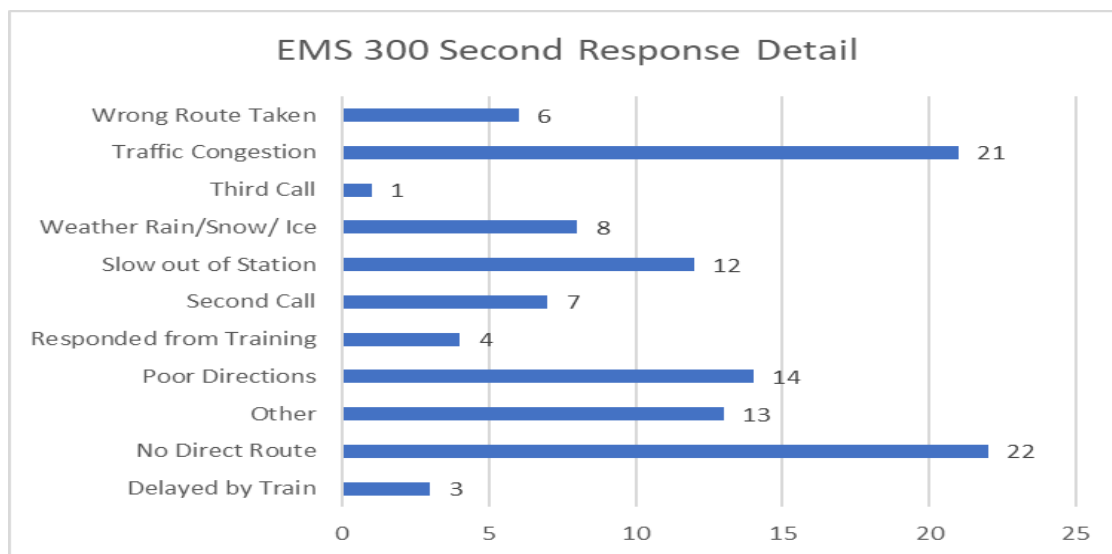
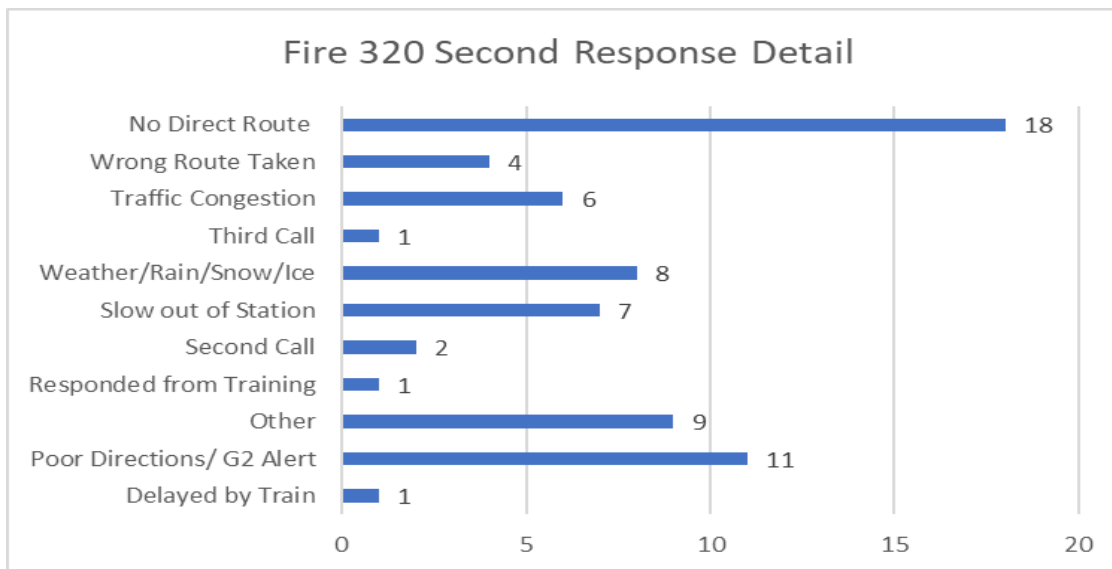
- In 2023 the standard was achieved 94.7% and the 90th percentile was 300 seconds.





## Reasons for Non-Compliance

SGFS tracked the reasons why emergency incidents were not responded to in the standards established. These times are independent of dispatch times.



Of the 3688 responses in Spruce Grove 179 emergency responses or 5% are greater than the predetermined time as outlined in the response standards.

## Response Standards Conclusions

For the 2023 reporting period compliance with response standards was positive. In the main areas: fire response was met 90%, and HIRF requirements were achieved 100% of the time. Medical responses were met 89.7% and Motor Vehicle Collision response standards were met 94.7% of the time.

At the conclusion of the third quarter last year, Spruce Grove Fire Services and Parkland County 911 Center started conversations on service levels and requirements. Parkland County is a crucial partner to the successful level of service Spruce Grove has provided. In these discussions, they were receptive to our concerns and dedicated to accommodating our requirements. Several adjustments were initiated towards the end of 2023, reflecting their commitment to improvement. The outcomes of these modifications remain pending evaluation until we acquire sufficient data from 2024.

The Emergency Response Service Standards Corporate policy will be reviewed in 2024. This review is necessary to integrate the updates on the NFPA 1221 standard for dispatch as well as the Alberta 9-1-1 Standards our contract dispatch provider Parkland County is required to meet.

Spruce Grove continues to be a highly functioning and cost-effective fire service.





# Enforcement Services

## Complaints Received

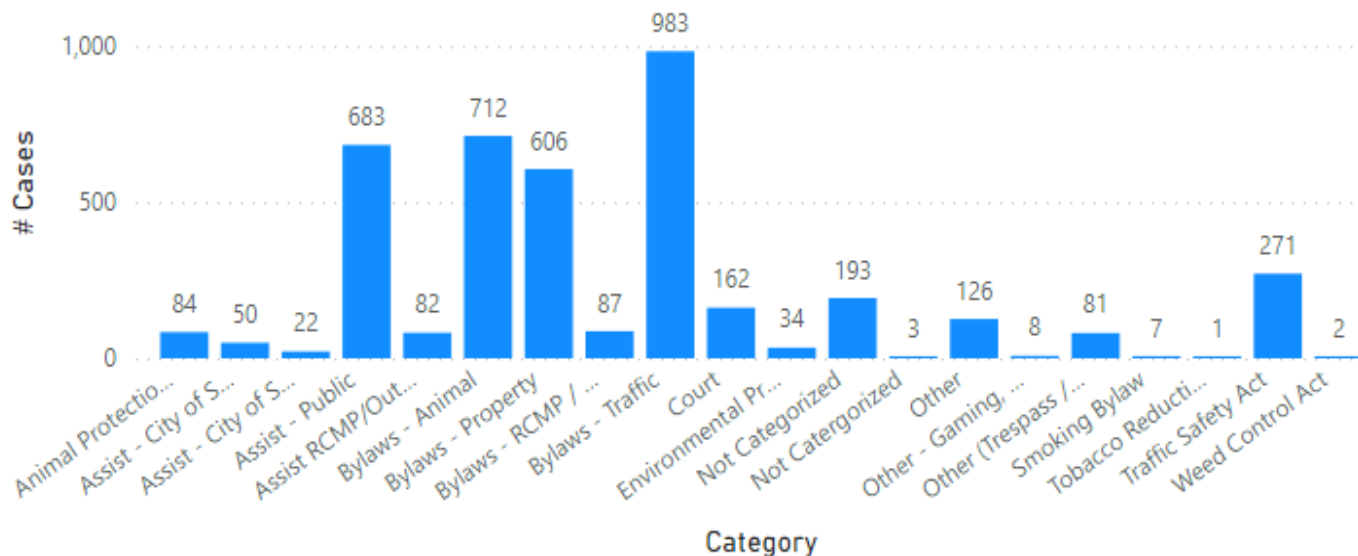
The number of complaints received by Enforcement Services saw a slight increase in 2023. Enforcement Services registered 4197 complaints as compared to 4011 in 2022 and 3950 in 2021.

Complaints received by Enforcement Services are divided into nineteen categories. The busiest area, as with prior years, remains bylaw-traffic which is parking related matters. Complaints in relation to animal bylaws and property bylaws are also significant.



### # Cases

BY CATEGORY





## Complaints by Neighbourhood

Enforcement Services tracks complaints per neighbourhood to better assess community concerns and how to direct enforcement resources. The top three areas in terms of pure number of complaints in 2023 were City Centre with 432, Harvest Ridge at 278 and Aspenglen with 199. In 2022 the top three were Harvest Ridge, City Center, and West Grove.

In examining the 2023 statistics City Center experienced the biggest change from 2022. The main complaint types were suspicious persons / open space bylaw / homeless complaints, followed by parking / abandoned vehicles, trespass act and assistance to the public complaints.

The biggest driver of complaints in Harvest Ridge were parking and abandoned vehicles complaints, followed by general assistance to the public and then unsightly property complaints.

Aspenglen saw a larger number of parking / abandoned vehicle complaints, followed by noise and animal complaints, unsightly property complaints and assistance to the public.





## Complaints around the Unsheltered

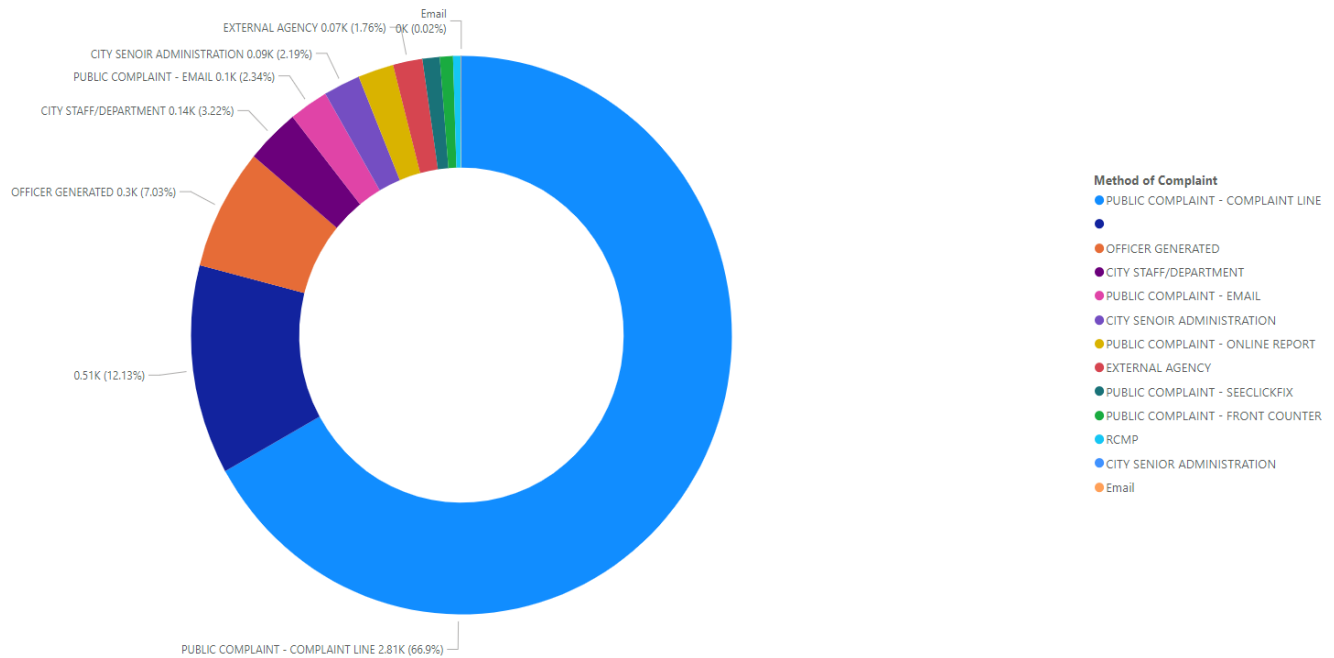
2023 was a year of transition in relation to our City's unsheltered population, the City's approach to working with this segment of our population and the impact upon Enforcement Services resources. During the period from February to May of 2023, Enforcement Services responded to sixty-two complaints in relation to our unsheltered population. From June until August, that number dropped to twenty-seven. Finally for the end of the year, from September until the end of December there were only forty-three complaints in total.

It is notable that in August of 2023 our city implemented a new Community Outreach program with pro-active teams working with our unsheltered population. This team included 1 Enforcement Services officer partnered directly with them, while also creating a strong working relationship with Enforcement Services overall. This has led to our Enforcement Services officers experiencing a significant reduction in demands on their time, as our Outreach teams are available and readily address calls that would otherwise have gone to Enforcement. While Feb and March of 2023 saw twenty-one calls for service in this area to Enforcement Services, there have only been eleven in the same period for 2024.

## Complaint Method of Reporting

There are various reporting options available to register complaints with Enforcement Services. The methods of reporting by which Enforcement Services receives complaints has remained consistent over the years. 2023 saw the first full year of availability to the public of the "SECLICKFIX" reporting option. While that, along with email and other online reporting are available to the public, the vast majority (approximately 76%) of complaints received by Enforcement Services continue to come through the complaints line through to our Dispatch Service, with Officer Generated complaints being the next largest component (at approximately 8%).

In early 2024 our current dispatch service contract will expire and after examining what elements of improvement could be made, a decision was made to move to a new dispatch service provider. Enforcement services will be dispatched by the Parkland County dispatch center, the same service provider who dispatches for our Fire Services. With this change, we will be able to enjoy enhanced services that will reduce time spent by our Enforcement officers at a computer conducting data entry, to free up more time for them to be on the road.

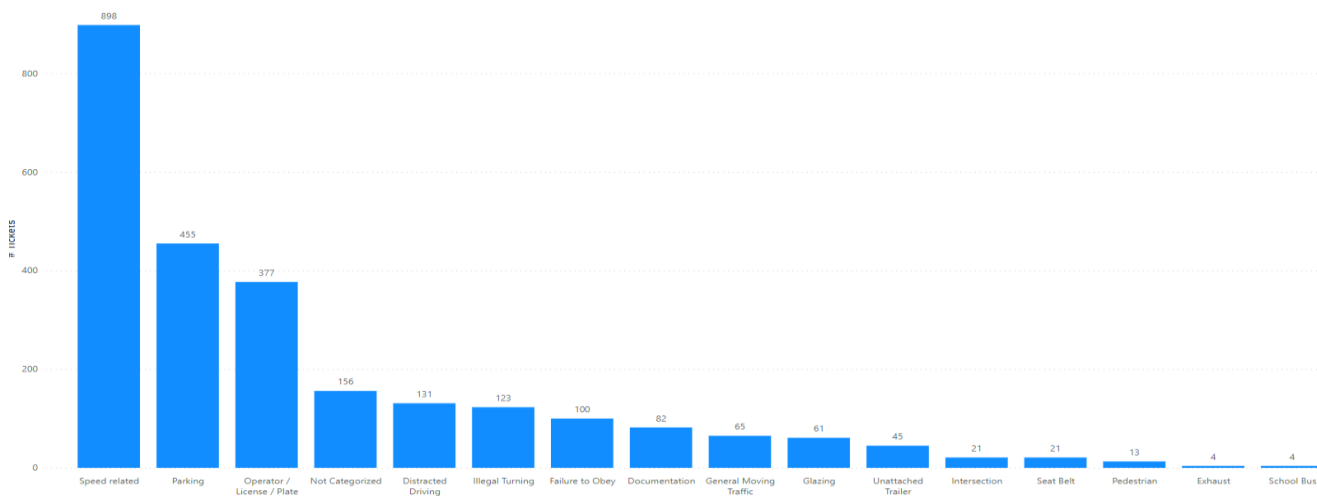


It should be noted that, as previously mentioned, in February of 2023 Enforcement Services migrated over to a new Records Management System. The new system is significantly more user friendly and provides for more robust report generation and analyses to better inform strategic and tactical decision making. Unfortunately, due to limitations in the porting over of data, approximately 500 files could not be properly attributed in terms of the method of complaint however it is reasonable to assume that the majority of those will have come through the complaint line, or be self generated by our officers, in keeping with the trends of the past, and the remainder of 2023.



## Violations

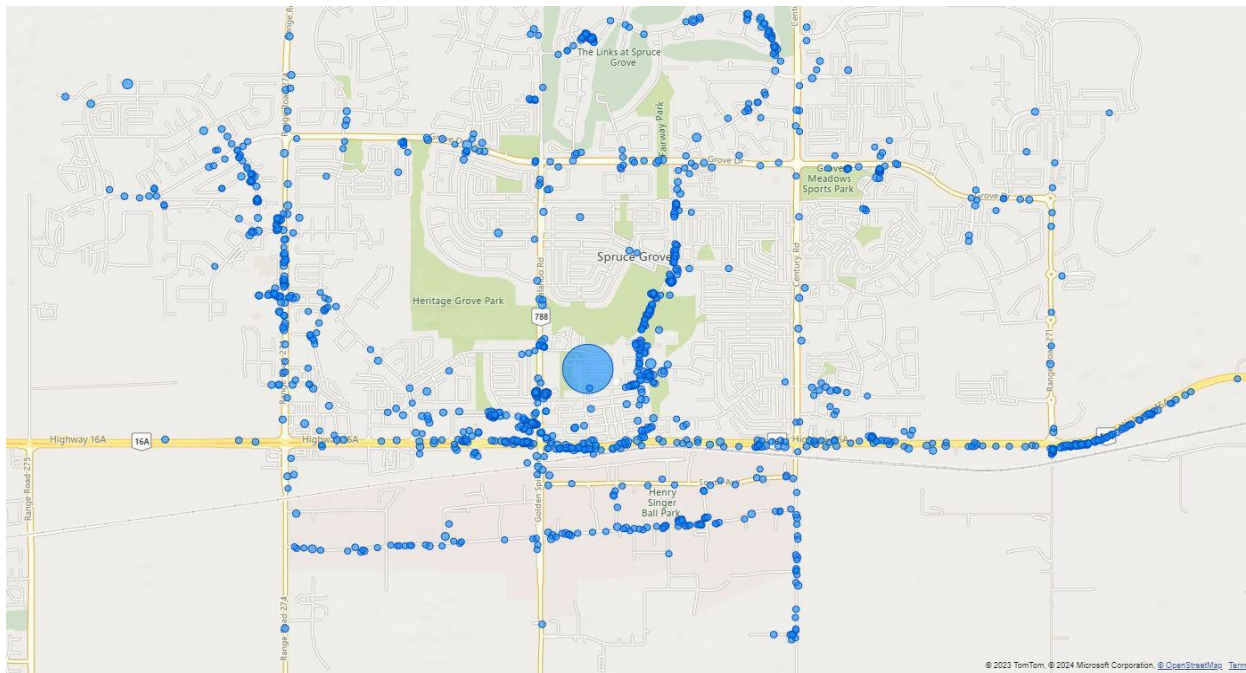
Violations are charges issued by Enforcement Services. The violations may be generated because of a complaint received by the service, or when an officer conducts a patrol and notices an infraction. In 2023 for several months our dedicated traffic program, along with much of the pro-active time of all Enforcement officers shifted to address an emerging City priority. Even with that period of shifted priority, there were 2556 violations issued. This is in comparison to 2733 violations issued in 2022 and 2568 in 2021.



As can be seen, the majority of the violations relate to speeding and other moving violations, including distracted driving. An examination of the location of ticketing shows that our Enforcement officers are focusing their efforts in and around high volume and high collision areas of the city as well as within school zones and areas of higher complaints.





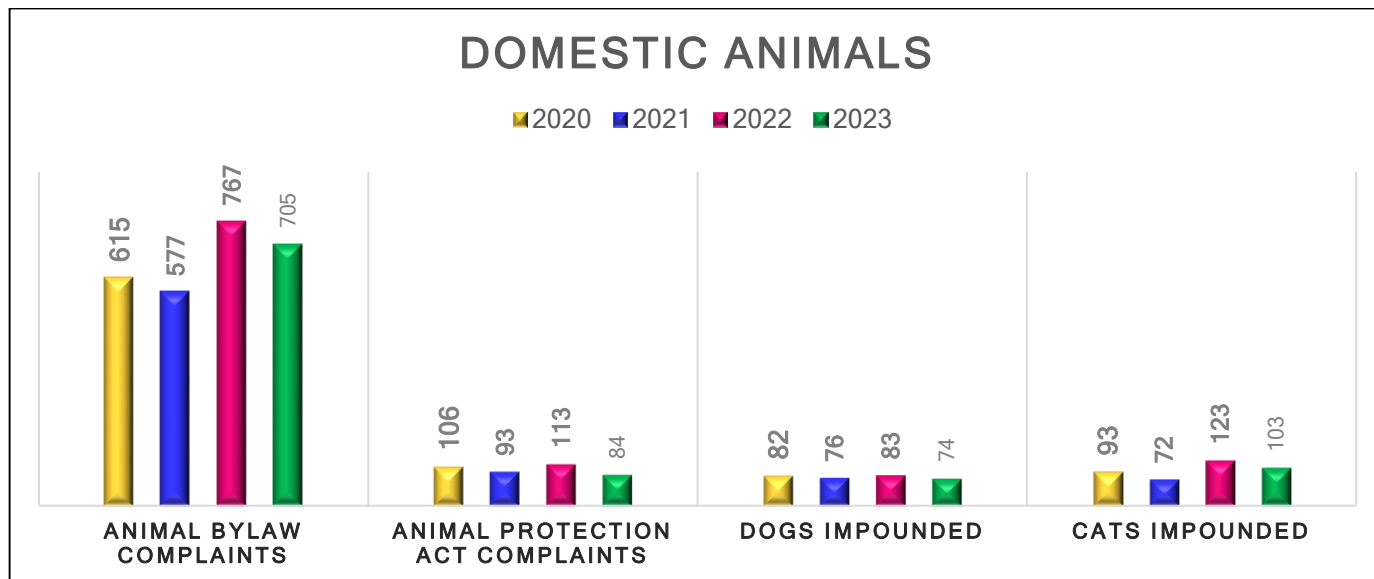


It is also notable that 2023 saw a complete migration of Enforcement Services to an E-Ticketing platform. This has increased our efficiency for officers in terms of the time it takes to process tickets at roadside, the accuracy of our documentation, and the speed with which we are able to provide disclosure to both violators and the courts.



## Animal Control

2023 saw a slight drop in animal complaints from 2022. A likewise trend was noted with the number of animals impounded.



Animal impoundments are as follows:

- 2023 - 74 dogs and 103 cats
- 2022 - 83 dogs and 123 cats.
- 2021 - 76 dogs and 72 cats.

In 2023 peace officers delivered seventy-three of the impounded animals (64 dogs and 8 cats) to the shelter, while one hundred four animals (9 dogs and 95 cats) were delivered by either the public, RCMP, or external groups.

Of the animals impounded, ninety-six were claimed by their owners (71 dogs and 24 cats) and eighty-one animals (2 dogs and 79 cats) were transferred to animal rescue agencies. As noted, the trend around claiming of animals remains significantly different for dogs than cats, as is the case in past years, and in other jurisdictions which administration polled.

## Special Events

Spruce Grove Enforcement Services is one branch of the City's Protective Services department. The city hosts many events throughout the year. Spruce Grove Enforcement Services is integral in ensuring residents and visitors to the city have a safe and enjoyable event experience. Enforcement Services participates in several aspects of a community event. These would include event planning and consultation, traffic safety, site safety, and community engagement.

Some of the special events held in Spruce Grove in 2023 included:

- Spruce Grove Agra Fair
- Canada Day Festivities
- Remembrance Day
- Ribfest
- Winter Light Up Festivities



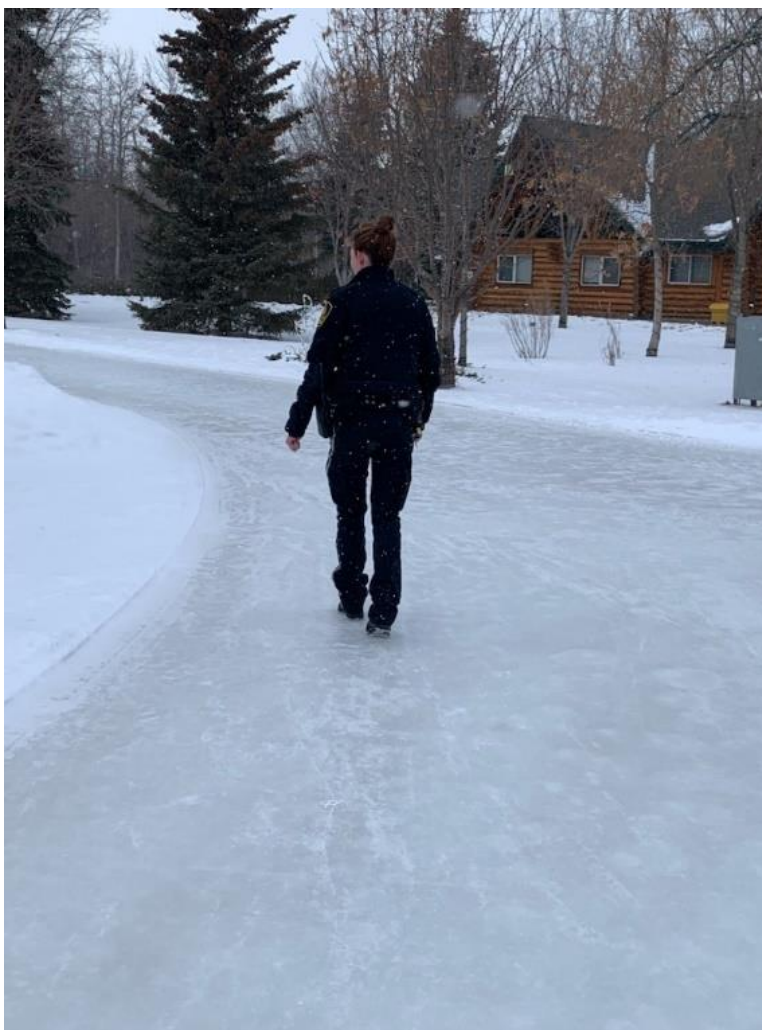
Enforcement Services believes that community engagement is essential in understanding the concerns and interests of the citizens it serves. Officers routinely find opportunities to engage with the public in a proactive, non-enforcement capacity. Bike patrols and foot patrols on the City's pathway systems are examples of such opportunities. Other 2023 engagement activities included:

- Scoops with Cops
- Camp Days - Superhero Week
- Canada Day Pancake Breakfast
- Kinnette's Stuff a Cruiser and Christmas Hamper Drive
- Block Parties

## Park and Trail Foot Patrols

2023 saw visibility and public safety / interactions between our Peace Officers and citizens on our trails and in our parks become a priority for Council. In response to this a great deal of officer time was dedicated to conducting hundreds of pro-active foot patrols in those areas. This has resulted in positive feedback on visibility and citizen comfort levels on the trails. Unfortunately, the Records Management System was not set up to track these patrols, though manual tracking during the period of February 27<sup>th</sup> to August 20<sup>th</sup> would indicate over 1500 patrols ranging in time from one minute to well over an hour in duration took place.

For 2024 we have worked with our service provider to set up a flag which will allow us to track these patrols and later be able to better report on them. This flag went active in January of 2024.





## Traffic Safety

Traffic safety is a collaborative effort of Enforcement Services, the RCMP, Engineering, Public Works, and Automated Traffic Enforcement.

### Traffic Enforcement

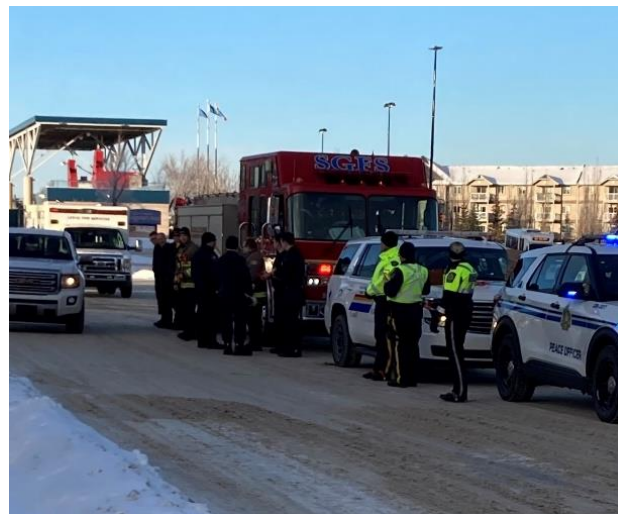
The City of Spruce Grove is committed to ensuring it has one of the safest road systems in Canada. Spruce Grove constantly evaluates its traffic safety initiatives within an everchanging environment. The City Traffic Safety Plan strives to remain current with international, national, and regional best practices to ensure our citizens continue to enjoy a safe road and transportation network.

It is important to note that in late 2023 the city made the decision to change service providers for the Automated Traffic Enforcement (ATE) program. A new contract has been developed with Global Traffic Systems and was put into place March of 2024. Administration has been working closely with Global to ensure the continued accuracy and public safety focus of the ATE program.



## Joint Operations

To maximize visibility and enhance resource deployment, the Spruce Grove RCMP, RCMP Integrated Traffic Unit, and Tri-Municipal Peace Officer Services conducted high visibility joint force operations to augment other applied traffic safety measures. In 2023 Enforcement Services conducted thirty-four Joint Force Operations to address such issues as excessive vehicle noise, distracted driving, seat belt, vehicle equipment deficiencies and other concerns.



## Loud Vehicle Enforcement

Knowing that this issue has in the past been one of importance to the City, Enforcement Services continued to maintain a focus on vehicles with excessively loud exhaust systems to the extend possible, however in 2023 Enforcement Services was re-directed to focus on distracted driving. Enforcement Services continued to conduct reactive and proactive efforts in known problem areas and in response to citizen complaints. The officers, as in past years, utilized the internal BOLO feature of our records management system to identify areas requiring specific attention and target patrols and efforts accordingly.

The number of tickets laid in 2023 for this bylaw infraction were 10. In 2022 there were 40 vehicle equipment charges for altered mufflers, and excessive noise, prior to introducing Decibel readers. Up until September of 2022 another 3 charges were issues after conducting a number of dedicated traffic operations, testing 22 vehicles.

The switch to focus upon Distracted Drivers saw 131 charges laid in 2023, as compared to 36 in 2022.



## School Safety Traffic Patrols

One of the focus areas within the City's Traffic Safety Plan is enhanced visibility in school areas. On school days there is high vehicular and pedestrian traffic. This also includes buses transporting children and youth to and from these institutions. Typically, there are approximately one hundred eighty-four instructional days in a school year.

To ensure a presence at schools during high traffic periods officers will either conduct patrols or establish a traffic operation. The following chart shows the number of patrols and operations since 2020.

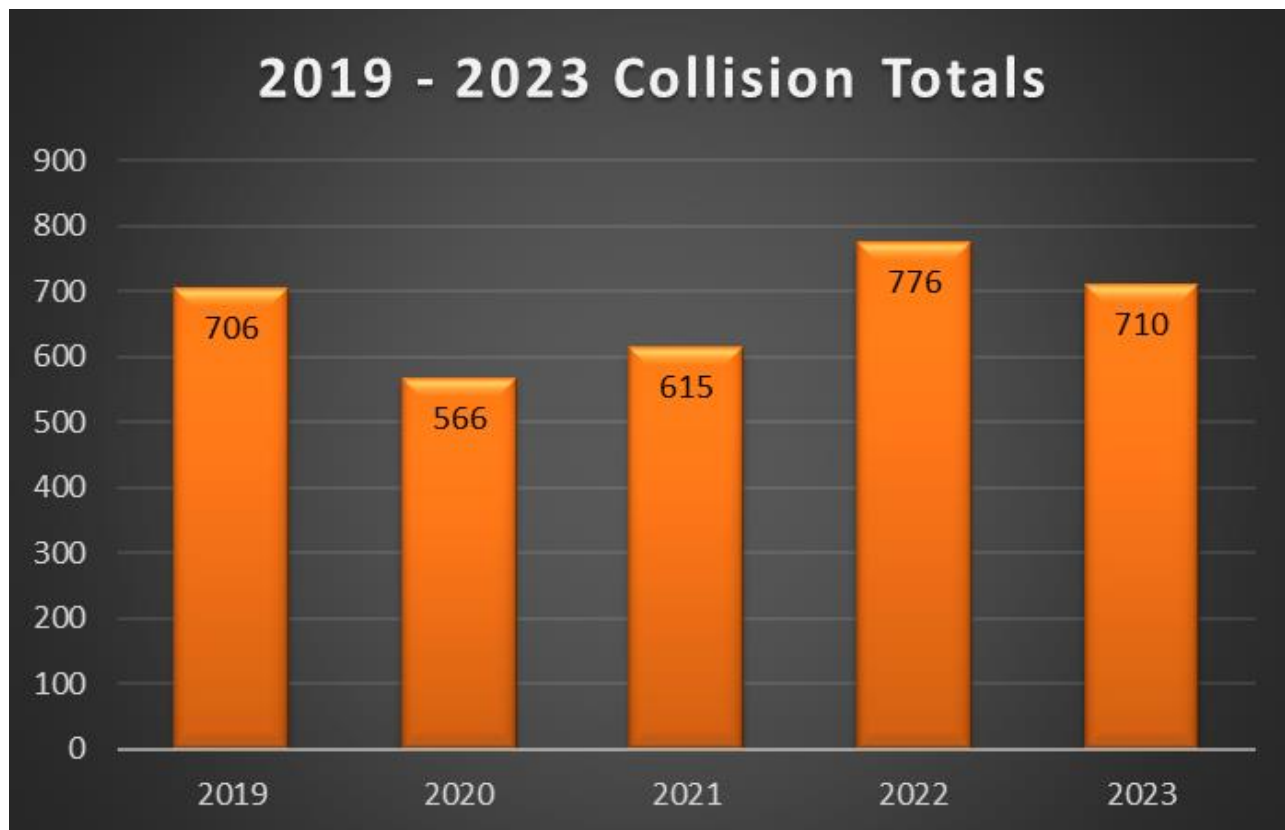
School	2020	2021	2022	2023
Brookwood School	48	48	55	76
Ecole Broxton School	25	51	47	105
Copperhaven School	31	68	42	47
Greystone Centennial Middle School	32	59	59	75
Living Waters Christian Academy	6	5	2	1
Millgrove School	20	35	43	48
Prescott Learning Centre	45	56	76	58
Spruce Grove Composite High School	16	13	44	70
St. Joseph Catholic School	21	11	22	46
St. Marguerite's / St. Thomas Aquinas Catholic School	19	15	32	29
St. Peter the Apostle Catholic School	44	26	35	48
Woodhaven Middle School	15	13	30	41
<b>TOTAL</b>	<b>322</b>	<b>400</b>	<b>487</b>	<b>644</b>



## Collisions

2023 there was an overall slight decrease in the number of total and injury collisions reported into Alberta Transportation. While there is often a time lag in reporting of collision data, the 2023 collision statistic are accurate as of January 24<sup>th</sup>, 2024.

2020 and 2021 numbers are likely to have been impacted by the effects of the Covid lock downs and reduced traffic on the roads. 2022 saw a rebound to historical traffic levels and accidents. That stated, even with population growth and increased traffic volumes, our overall collision numbers remain low. Sadly, there was one fatal collision in 2023 involving a pedestrian, but with nearly 11 million vehicles being counted as moving past our 13 traffic speed signs alone (a small subset of the total vehicle movements across the city in a year), and close to 250 of our 710 collisions occurring in parking lots, it can be said that Spruce Grove’s traffic safety program is continuing to be very effective.

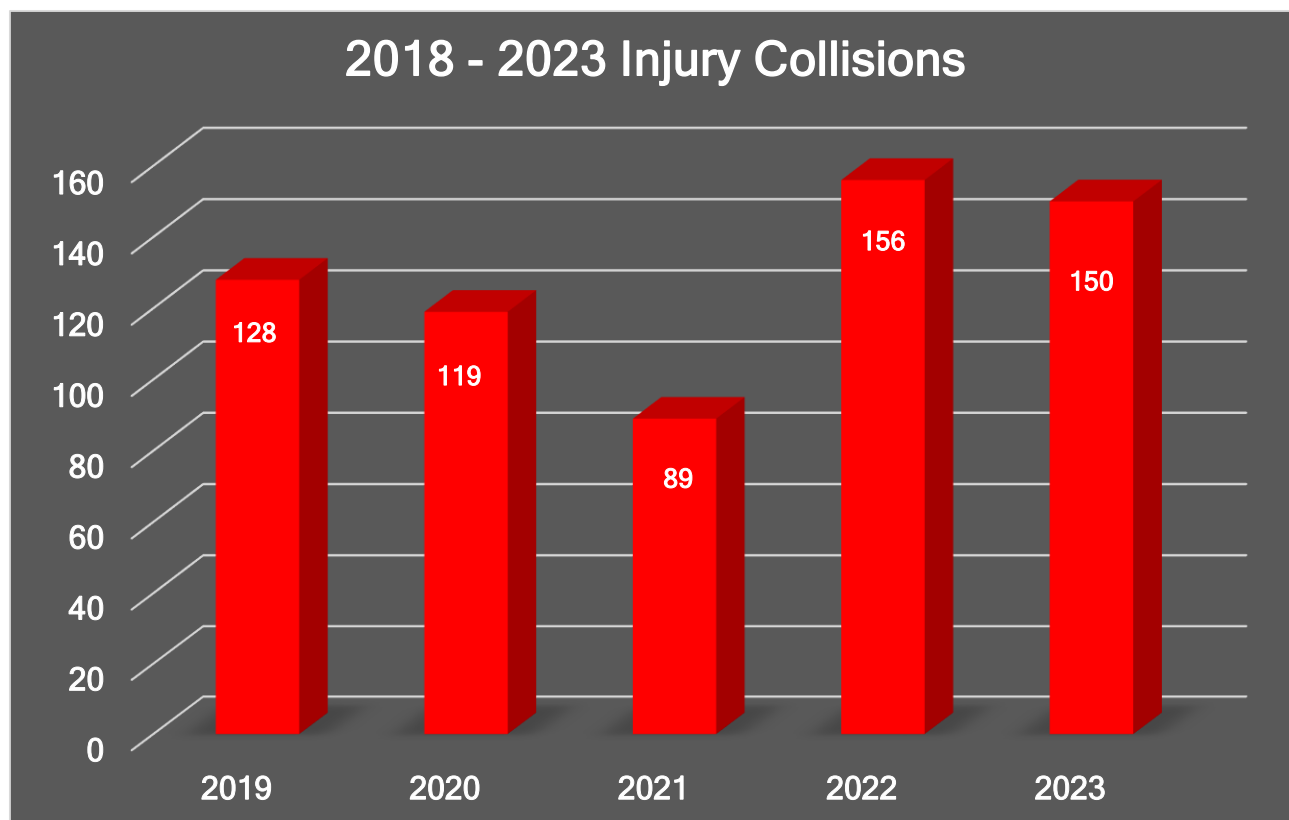






## Injury Collisions

There was a total of 150 injury collisions in 2023. Again the 2023 data is received from Alberta Transportation, slightly down from 2022 despite increasing population for the city. Again, as noted, there was one unfortunate traffic collision fatality in 2023 involving a pedestrian being struck along the Highway 16 corridor. This represents the only true traffic collision fatality for the city in many years.





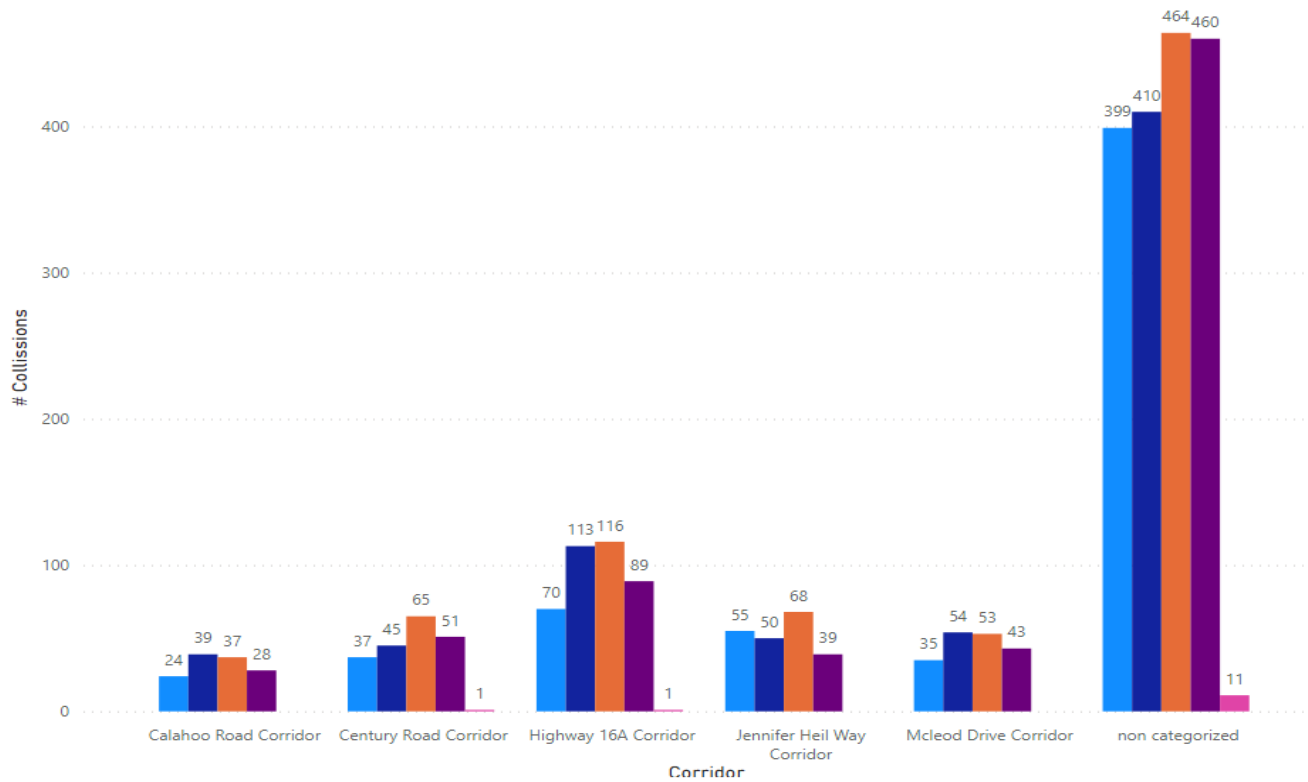
## Collision per Traffic Corridor

The primary traffic corridors through Spruce Grove are Highway 16A, Jennifer Heil Way, Century Road, Grove Drive, McLeod Avenue and Calahoo Road. 2023 saw an emphasis on traffic corridor and intersection presence and enforcement from enforcement services. There was a slight collision decrease noted on all the transportation conduits. The largest decrease was seen on the Highway 16a Corridor.

# Collisions

BY YEAR, CORRIDOR

Year ● 2020 ● 2021 ● 2022 ● 2023 ● 2024



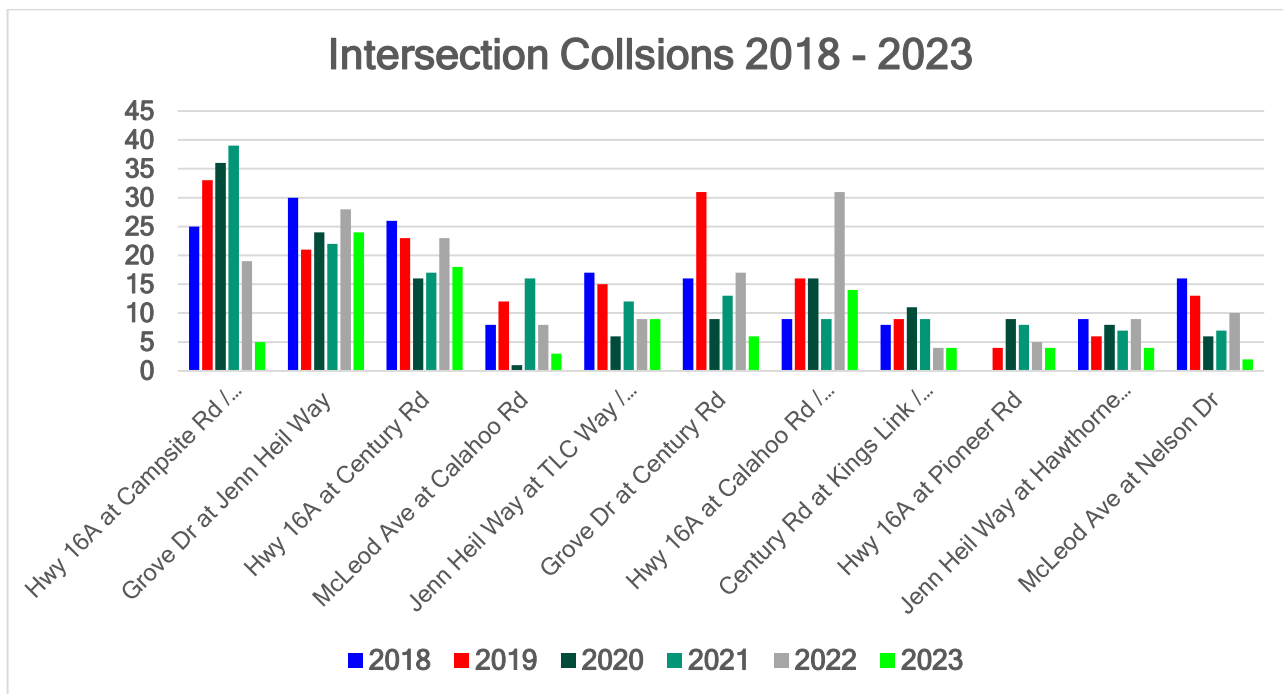


## Intersection Collision

It is important to note that overall, 2023 is showing a reduction in intersection collisions. While much of the reduction is likely attributable to intersection control changes and enhanced enforcement, it is important to recognize that with the change in records management system, and the migration to all collision data coming from Alberta Transportation, it is probable that some of the collisions which has previously taken place near to an intersection and were part of the data set are now being excluded. That stated, the data is encouraging in terms of intersection collisions being overall down, though two intersections remain a concern.

In 2022 the top ten City intersections in terms of number of collisions were noted below. 2023 saw the realization of notable traffic collision reductions for what the intersection was previously with the most collisions, that of 16a and Jennifer Heil. There was a similar decrease at the intersection of Grove Drive and Century Road. These are felt to be at least in large part attributable to the introduction of a protected left turn lanes and light controls at these intersections which were introduced after careful consideration by City Engineering and Protective Services with support from Information Systems.

<u>Intersection</u>	<u>2022 Collisions</u>	<u>2023 Collisions</u>
Highway 16A at Calahoo Road/Golden Spike Road	31	14
Grove Drive at Jennifer Heil Way	28	24
Highway 16A at Century Road	23	18
Highway 16A at Campsite Road/Jennifer Heil Way	19	5
Grove Drive at Century Road	17	6
Jennifer Heil Way at Nelson Drive/Tri-Leisure Way	12	9
Century Road at Century Crossing	12	4
McLeod Avenue at Nelson Drive	10	2
Century Road at Westwind Drive	10	2
Jennifer Heil Way at Hawthorne Gate/Spruce Ridge Drive	9	4



Overall, the number of intersection collisions along the Highway 16a corridor are reduced from 2022 which is consistent with the overall reduction in collisions along this entire corridor, though it remains the transportation corridor with the most collisions in the city. The intersection with the most collisions in 2023 is now that of Grove Drive and Jennifer Heil Way. This intersection along with Highway 16a and Century Road will be the subject of attention and study for improvement options in 2024.

Finally, the department will be monitoring the impacts of two recent changes which could affect our collision numbers. The first is the introduction of the Collision Reporting Center, which is overseen by the RCMP and located at the City Protective Services building. It has been the experience of the RCMP and other municipalities, as well as the service provider that the introduction of these centers can see an increase in the number of collisions that are reported, as opposed to when citizens are required to go to the local police office to report them.

On a different note, commencing in January of 2024, the Province increased the damage threshold for reporting from \$2000 to \$5000. This of course will have the potential to reduce the number of reportable collisions for the city.

Both are raised only for the awareness of Council and will be monitored by the department over 2024.





## Automated Traffic Enforcement

Automated Traffic Enforcement (ATE) is just one tool in an effective traffic safety regime. Spruce Grove strives to remain up to date on current traffic safety practices. This includes communication with regional municipalities, membership in traffic safety organizations and attending conferences. Automated Traffic Enforcement includes both mobile and fixed automated devices which are strategically placed throughout the city.

In late 2023 the province updated the ATE Guidelines, placing limitations on the use of ATE in some provincial highways in and around Edmonton and Calgary and extending the freeze on ATE for another year, prohibiting the addition of any new ATE sites, or technologies until December 1, 2024, or such time the government decides to end the freeze.

Each year Spruce Grove Protective Services drafts an Annual Automated Traffic Enforcement report which is prepared and presented separately from the Annual Protective Services Report. Once prepared and presented it is attached to the City's Automated Traffic Enforcement webpage for public access.

Late 2023 saw the City end its contract with its service provider for ATE services and begin work on identifying a new service provider.





# 2023 Protective Services Annual Report



# Year in Review

- Year of Transition
- 10 Year Master Plan
- Alberta Health Services (AHS) Contract
- Fire Services Software Development
- Name the Fire Truck Contest
- Enforcement Services New Records Management
- Community Outreach Support



# Executive Summary

- 2023 Fire Services responded to 15 per cent less incidents
- 2023 Enforcement Services responded to 4.6 per cent more incidents
- Fire and EMS Services Response of 320 seconds were met 90 per cent of the time
- High Intensity Residential Fire Standards (HIRF) was met 100 per cent of the time

# Fire Services

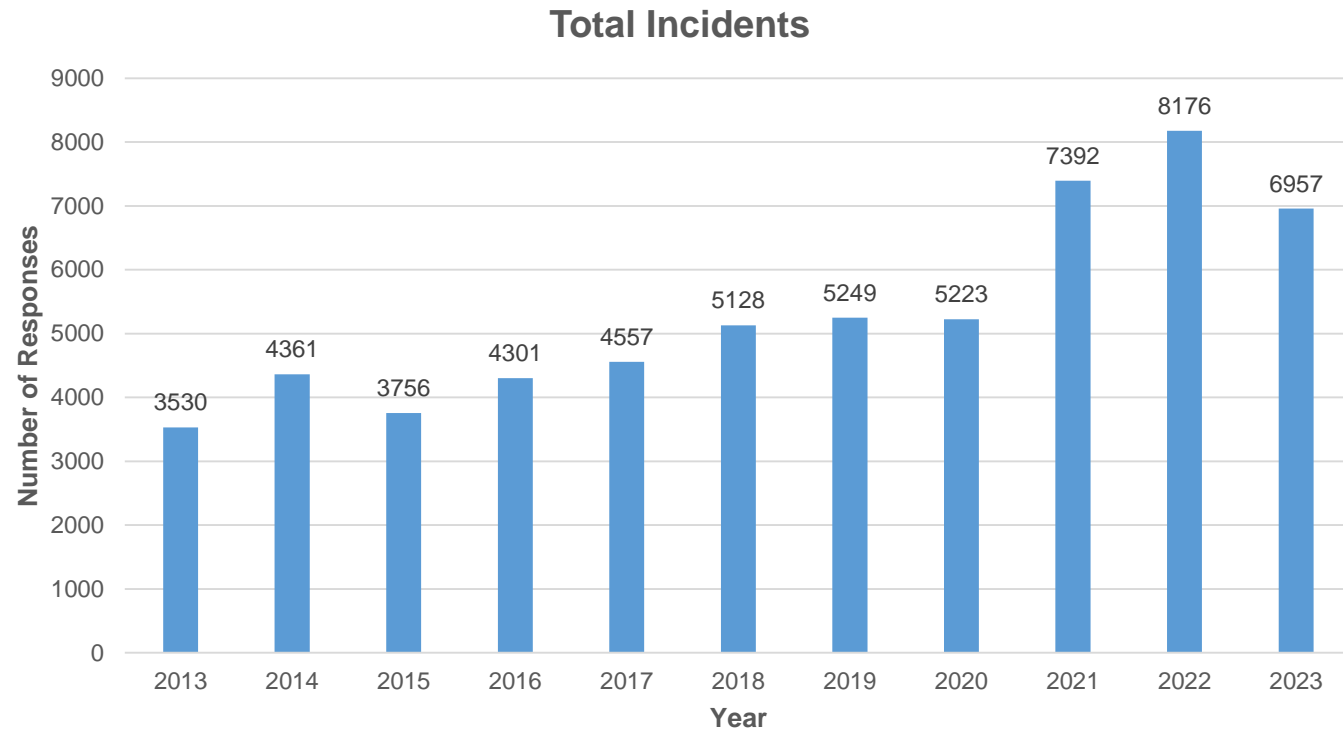
Call Volume

Types of Incidents

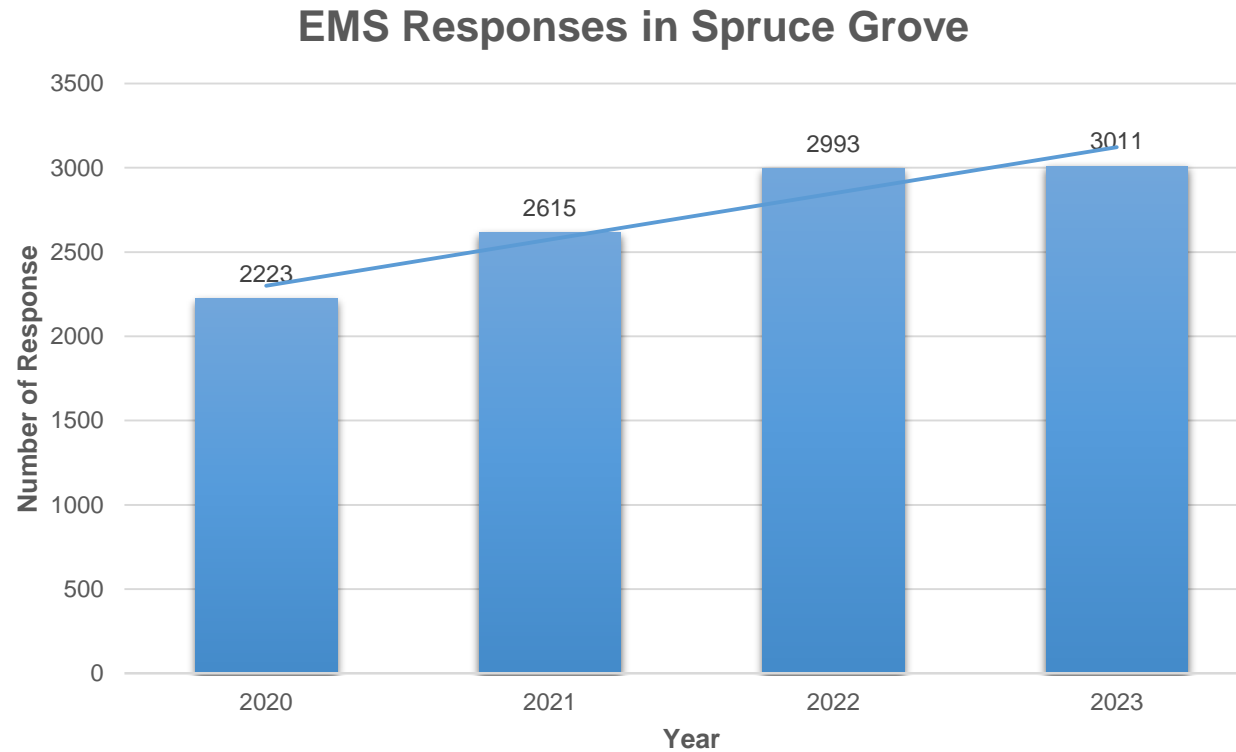
Response Standards



# 2023 Fire Services Response Totals



# Total Responses in Spruce Grove





# Types of Incidents In Spruce Grove

Group Type	2023	2022	2021	2020	2019
Alarm No Fire	383	341	269	256	253
Explosion	1	1	1	0	0
False Alarm	49	31	60	52	82
Fire Dollar Loss	41	26	33	25	28
Fire Other	60	33	47	26	9
Medical	3011	2993	2615	2,223	2,239
Motor Vehicle Collision	81	67	115	95	98
Public Hazard	47	41	49	47	32
Public Service	28	27	21	19	44
Rescue/Misc.	2	3	0	2	0
Unclassified	1	0	3	1	5

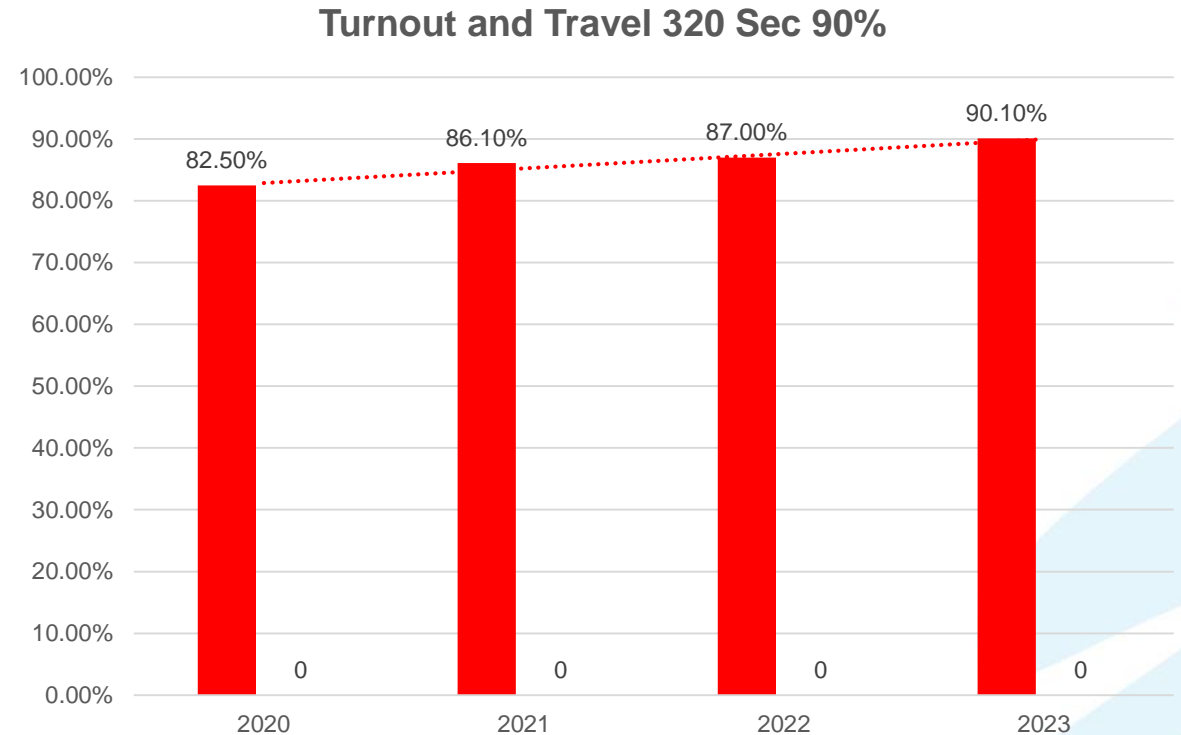
# Fire Dollar Loss vs Dollar Saved

5 year Dollar Loss vs Saved



# Emergency Fire Response

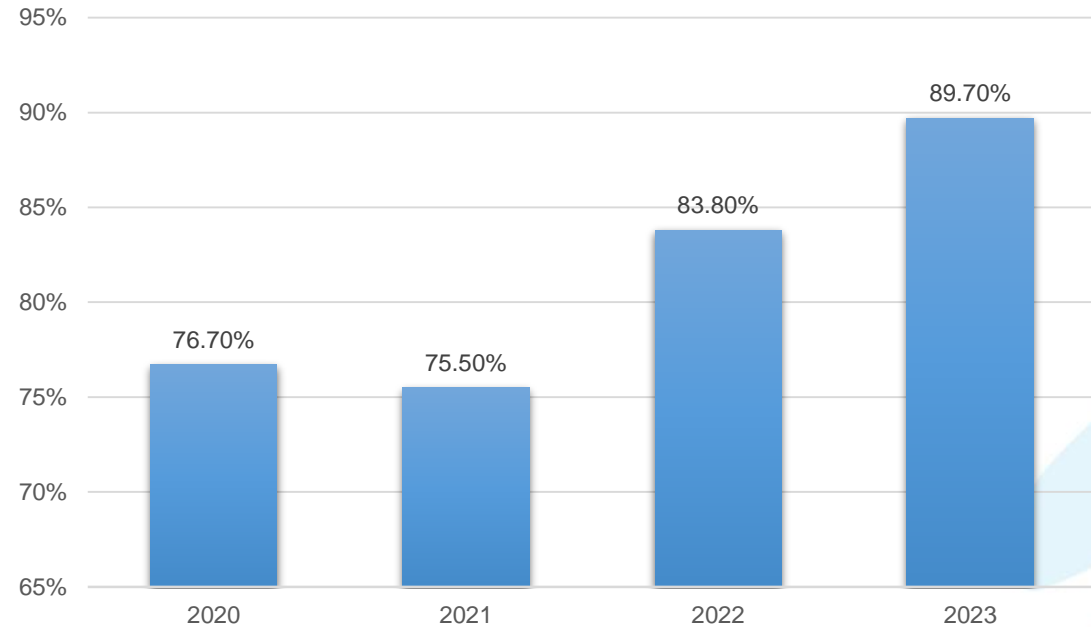
- High Intensity Residential Fire (600 sec 100%)
- Total Response Time (399 sec 61%)
- Dispatch Time (79 sec 6.4%)
- Turnout Time (80 sec 99%)
- Travel Time – first unit (240 sec 65%)
- Travel Time – second unit (480 sec 97%)
- **Turnout and Travel Time (320 sec 90%)**



# Emergency Medical Responses

- Turnout Time (60 sec 99%)
- Travel Time (240 sec 65%)
- **Turnout and Travel Time (300 sec 90%)**

Turnout and Travel 300 Sec 90%

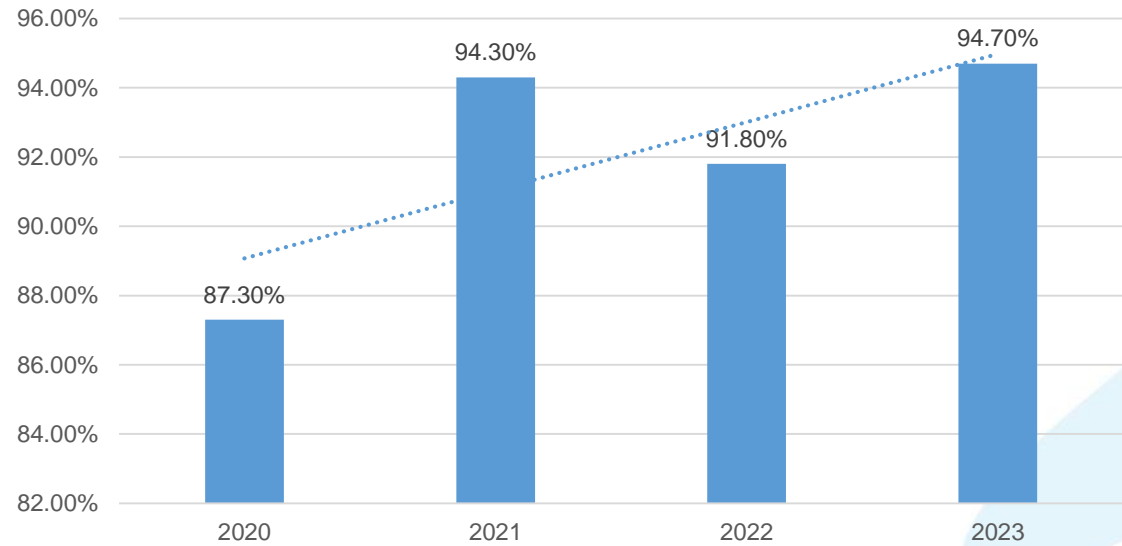




# Motor Vehicle Collision

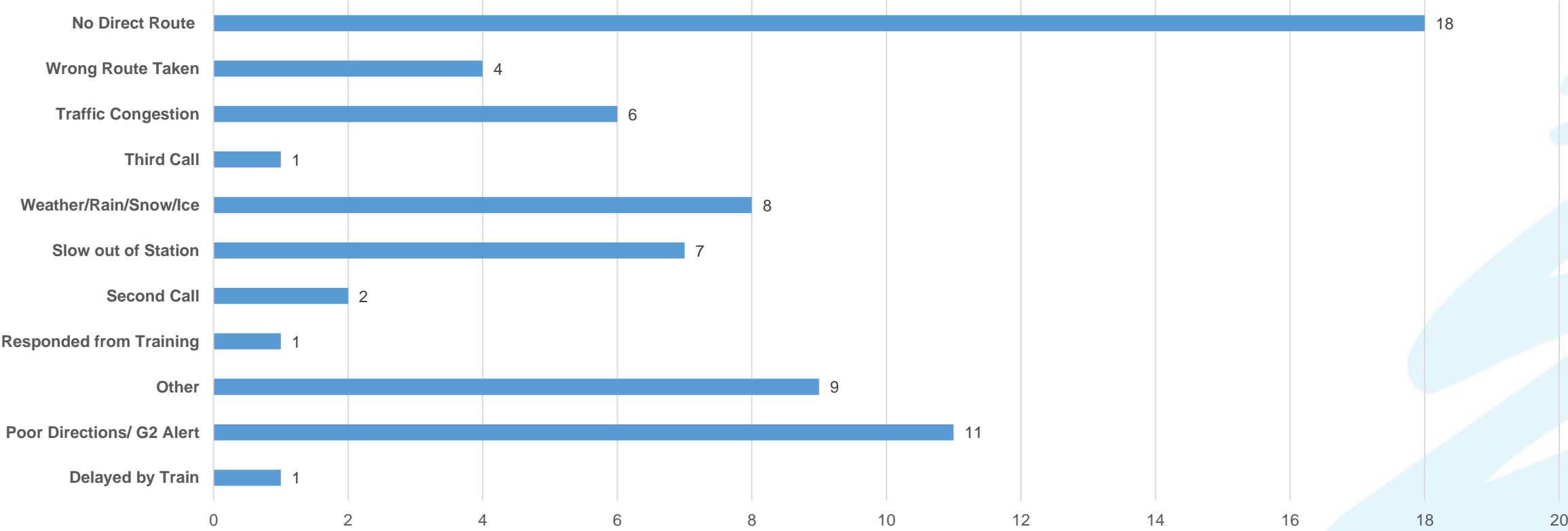
- Total Response Time (399 sec 74%)
- Dispatch Time (79 sec 6.4%)
- Turnout Time (80 sec 97.4%)
- Travel Time – first unit (240 sec 74%)
- **Turnout and Travel Time (320 sec 95%)**

Turnout and Travel 320 Sec 90%



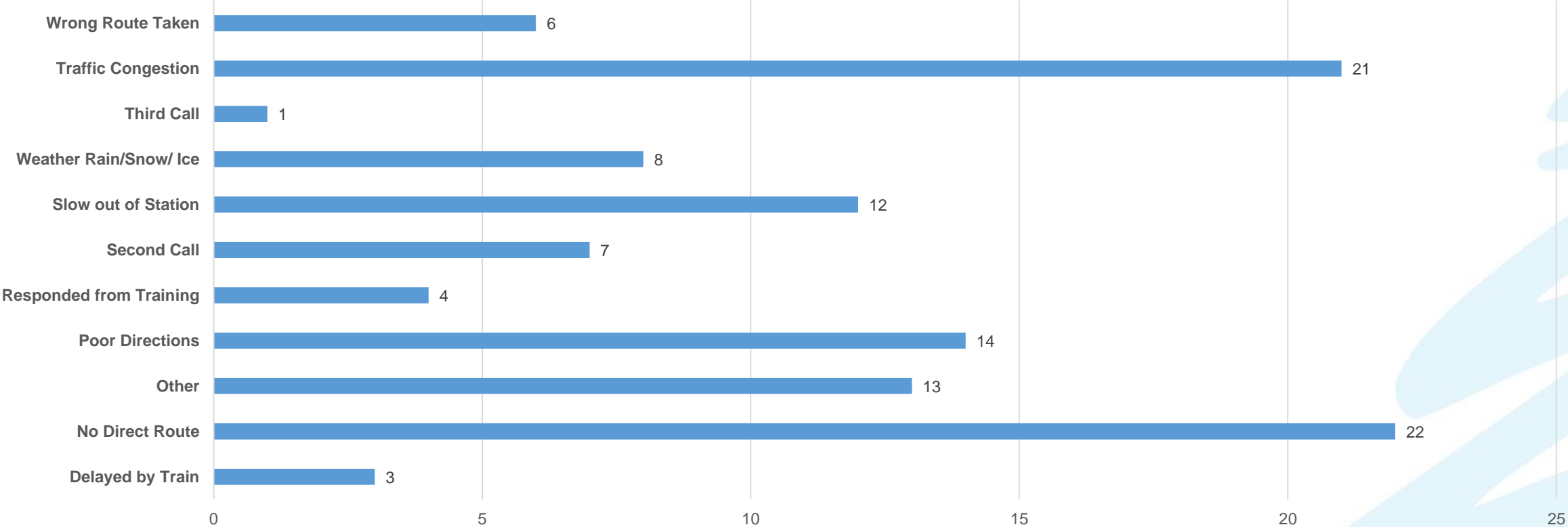
# Reasons for Non-Compliance Fire

Fire 320 Second Response Detail



# Reasons for Non-Compliance EMS

EMS 300 Second Response Detail



# Enforcement Services



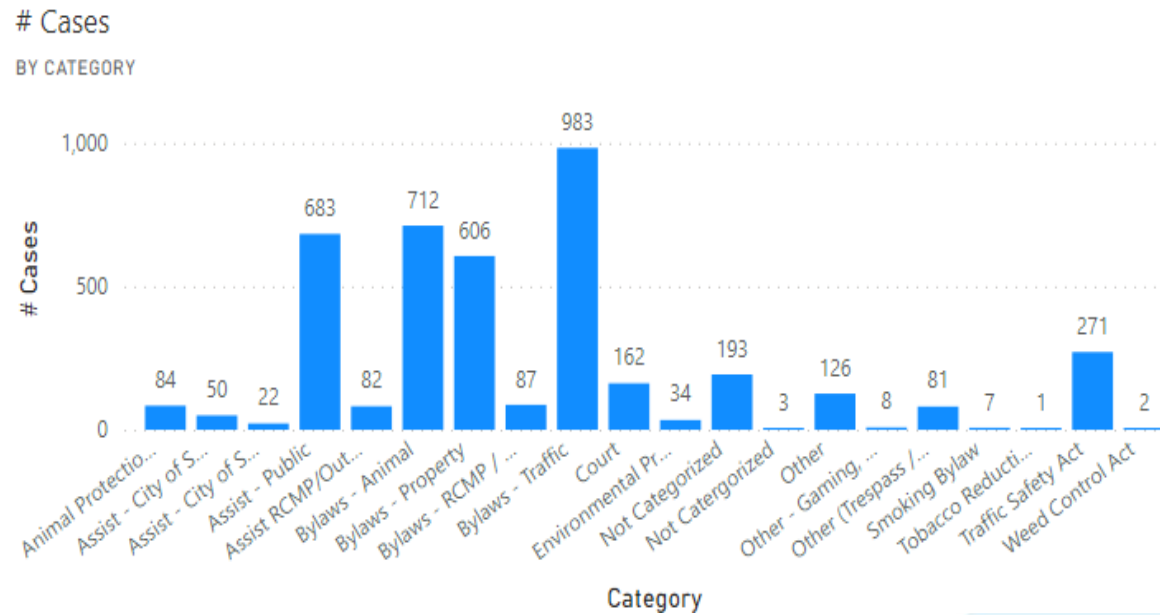


# Protective Services

## Enforcement Services Update

### Complaints Received

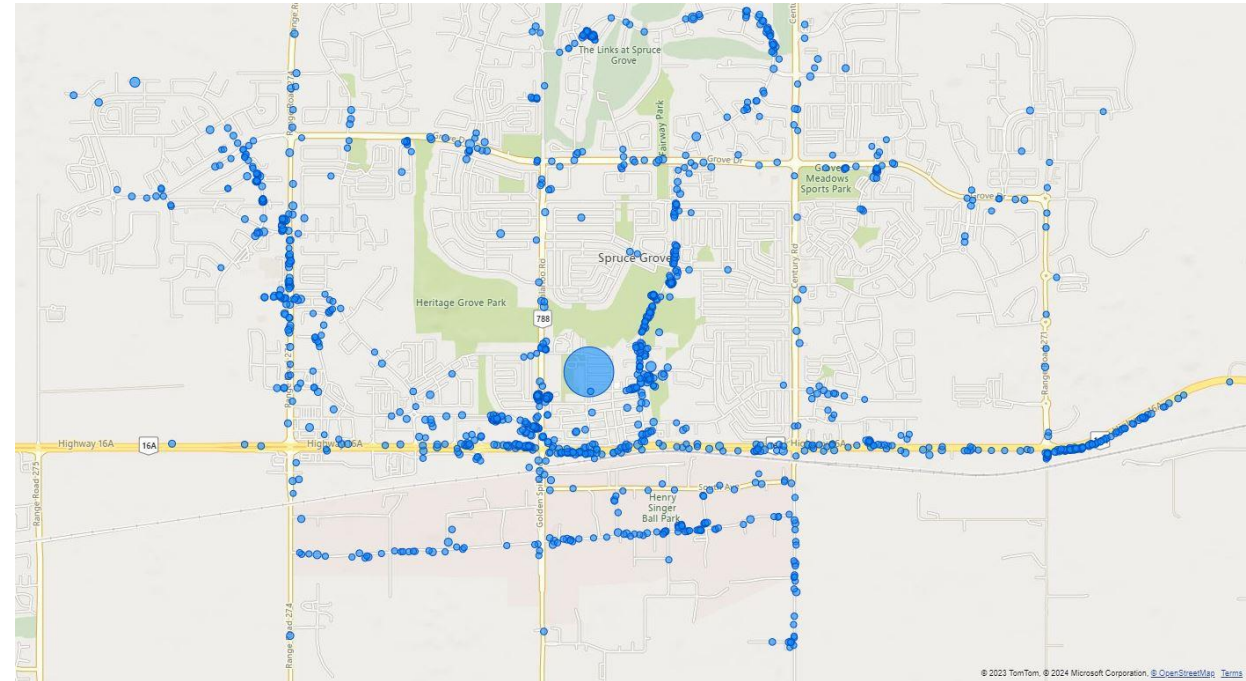
- Overall slight increase in complaints
- Top Complaint Types
- Top Complaint Areas
- Method of Report
- Unsheltered Complaints



# Protective Services Enforcement Services Update

## Violation Tickets

- 2023 vs past years
  - Emerging Issues Impact
- Top Violation Types
- Location of Violations
  - What this says about deployment
- Loud Vehicle Enforcement

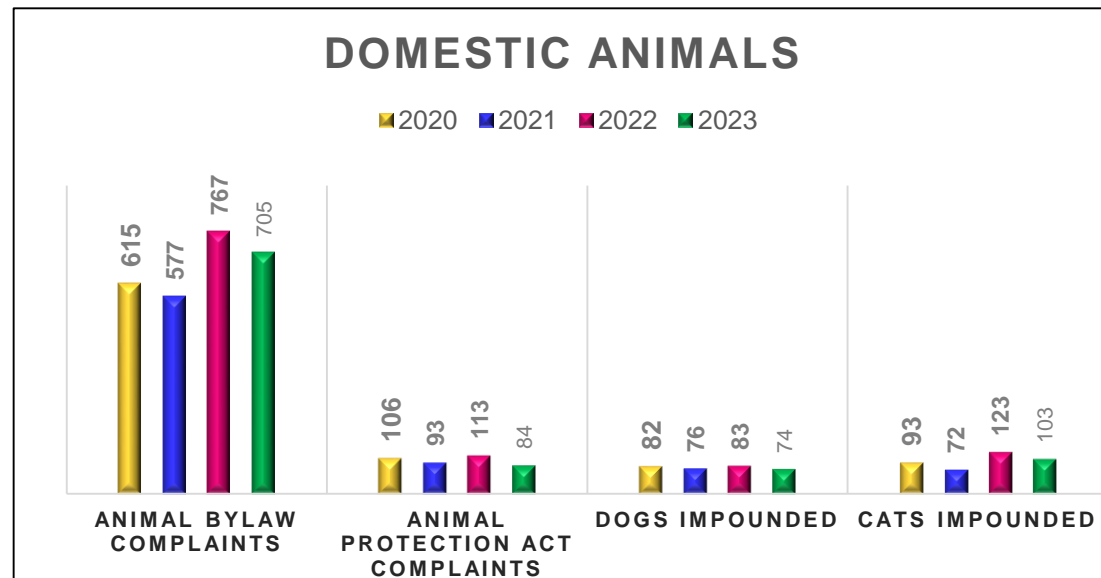


# Protective Services

## Enforcement Services Update

### Animal Control

- Number of Complaints
  - Bylaw and Animal Protection Act
- Dogs Impounded
  - Returned
- Cats Impounded
  - Returned



# Protective Services

## Enforcement Services Update

### Special Events

- Focus on Community Engagement
- Major Community Events
- Proactive / Non-Enforcement Activities
- Park / Trail Foot and Bike Patrols





# Protective Services

## Enforcement Services Update

- Significant Developments
  - Intersection Safety
  - Automated Traffic Enforcement (ATE)
- Joint Operations
- School Safety Traffic Patrols
  - Enhanced Focus for 2023

### Traffic Safety

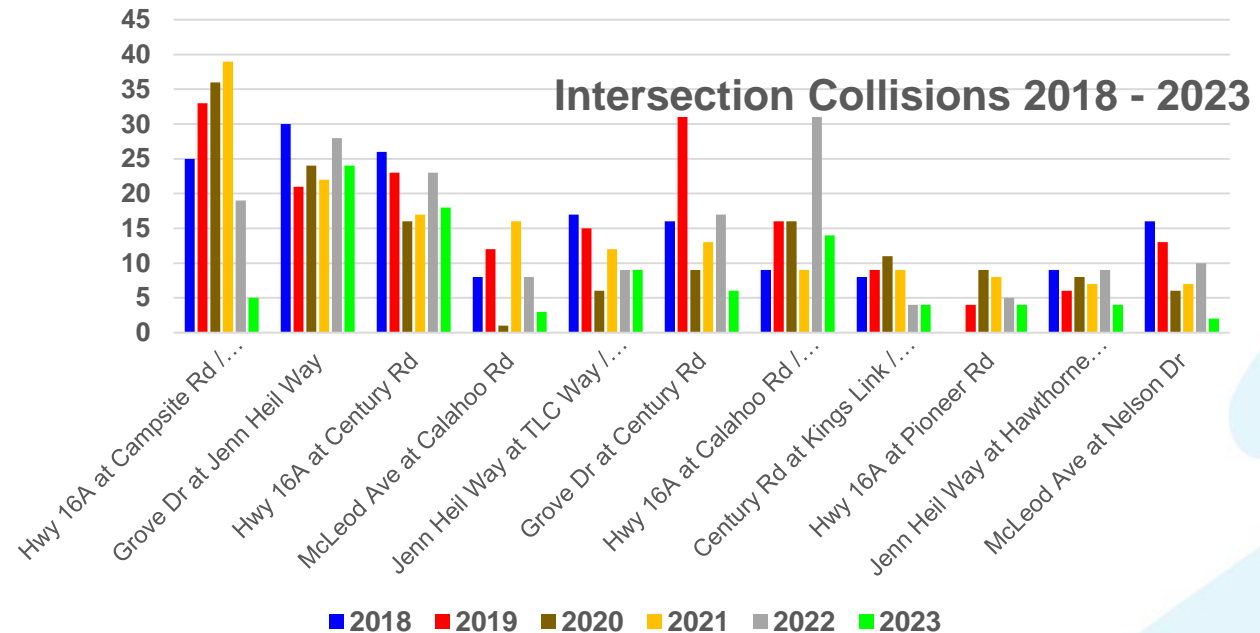
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# Protective Services

## Enforcement Services Update

### Traffic Collisions

- Total Collisions Down
- Injury Collisions Down
  - One Fatal Collision
- Traffic Corridor Collisions
- Intersection Collisions
  - Successful Interventions
  - Future Intersections of focus



# Protective Services

## Fire and Enforcement Services Update



QUESTIONS?





## REQUEST FOR DECISION

**MEETING DATE:** April 15, 2024

**TITLE:** C-1281-23 - Election Sign Bylaw

**DIVISION:** Strategic and Communication Services

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### SUMMARY:

The proposed Election Sign Bylaw was presented at the January 15, 2024 Governance and Priorities Committee (GPC) meeting for discussion and feedback. The proposed bylaw would provide methods to standardize election signage throughout the municipality during the period between nomination day and election day. The attached proposed bylaw includes amendments based on GPC's feedback and is before GPC for further review and feedback.

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### PROPOSED MOTION:

To be determined based on discussions and feedback of Committee.

### BACKGROUND / ANALYSIS:

Currently, election signage within the City of Spruce Grove is mandated through an Election Sign Acknowledgement Form, which highlights allowances and restrictions and requires that candidates sign off agreeing to comply. The current acknowledgement form does not provide an ability to adequately enforce contraventions.

A proposed Election Sign Bylaw was presented at the January 15, 2024 GPC meeting. GPC provided Administration with feedback on matters relating to election signs in medians, election sign height, placement of signs in relation to voting stations, paid illuminated signs, and election signs on private property.

Administration has prepared the following response to the matters relating to election signs as identified during the January 15, 2024 GPC meeting.

1. *Change minimum separation distance in medians between same candidate's election signs from 15 m to 30 m on medians*

**Proposed Bylaw Amendment:**

Section 5.8 has been added to indicate that election signs placed in medians shall have a minimum distance of 30 m between the same Candidate's Election Sign along a Highway. This minimum spacing distance does not apply to Election Signs placed in the opposing Boulevards along a Highway across from Medians.

Section 5.7 still indicates that the minimum spacing distance between elections signs that are not placed in medians is 15 m. Having different spacing requirements between medians and boulevards may causing additional time and resourcing impacts from an enforcement perspective; however, providing proactive education and awareness to candidates will ideally mitigate any issues in this respect.

2. *Change the permitted election sign height from the ground to the top of the election sign from 6.5 feet to 8 feet based on the following motion passed by GPC:*

*THAT Administration be directed to amend section 5.3 of C-1281-23 - Election Sign Bylaw to change the Election Sign height from the ground to the top of the election sign from 6.5 feet to 8 feet.*

**Proposed Bylaw Amendment:**

Section 5.3 has been amended to increase the maximum allowable height of an election sign placed on the ground to 2.43 m (8 ft). The maximum height is measured from the ground to the highest top of the election sign.

Section 3.5 has been added to indicate that a candidate must ensure their election signs regardless of size, are securely affixed to the ground or if placed on a private fence or private building securely affixed to the fence or building, so the election signs remain upright at all times.

With the increase in size, there could be a safety concern with election signs potentially toppling over in a wind gust or other weather event. The clarity in sections 3.5 and 5.12 places the onus on candidates to ensure their election signs are placed with safety measures in mind to keep the election signs upright.

3. *Placement of election signs at voting stations on advance voting days and election day.*

**Proposed Bylaw Amendment:**

Section 5.9 has been amended to add that elections signs shall not be located within 15 m of the property line of a voting station "during an advance vote or on election day". This aligns with Section 152 of the *Local Authorities Election Act* (LAEA), which



prohibits campaigning within a voting station or within the boundaries of the land on which a building used for a voting station is located during an advance vote or election day.

The same wording has been added to section 5.10 which addresses elections signs affixed to a vehicle not being permitted within 15 m of a voting station property line.

The proposed changes identify the restriction of sign placement is ONLY during an advance vote or election day. Between Nomination Day and Election Day, excluding advance votes or election day, candidates can place election signs in permitted locations within 15 m of a voting station. If these locations are private property, candidates would need to have the consent of the owner.

The Candidate Information Session will include a dedicated section explaining how the candidate must adhere to this section. The removal of election signage must occur prior to the start of the advance vote and following the closing of polls, the election signage can be returned.

4. *Placement of election signs on street frontage of municipal property.*

**Proposed Bylaw Amendment:**

Section 6.1(j) has been amended to make clear election signage is prohibited on any City-owned facility or sites in which a City-owned facility is situated, including on the boulevard surrounding the property line of the municipal facility. The bylaw defines a Boulevard as, “that part of the road right of way, between the curb and the property line that provides for street infrastructure, utilities and seasonal snow storage”.

Section 6.1(k) is specific to prohibiting election signage on City-owned fences, and street furnishings. A definition of street furnishing has been added to identify those items that are prohibited from having election signs affixed to them.

Placing election signage on private property facing or adjacent to a City-owned facility is permitted with the owner’s consent.

5. *Election signs on private property and when election signs can be erected.*

**Proposed Bylaw Amendment:**

Section 4.1 has been amended to make it specific to erecting election signage on *public property*. Election signage on public property cannot be erected until 12:01 a.m. on nomination day/election writ day.

Section 4.2 has been added to permit election signage on *private property* to be erected starting 60 days prior to Election Day. As previously noted, candidates would need to have the consent of the owner. This extra time provided for elections signs to be erected on private property provides candidates with additional four weeks to display their election signage.

Section 5.5 has been added to address elections size restrictions for election signs placed on buildings on private property. The bylaw was previously silent on this. However, since the bylaw addresses elections signs on private fences, Administration recommends addressing election signs on private buildings as well. The size restriction for private buildings corresponds with the size restriction for realtor signs affixed to buildings as outlined in the Land Use Bylaw.

6. *Erecting election frames prior to the legislated allowance.*

**Proposed Bylaw Amendment:**

Under section 2.6, the definition of “Election Sign” has been clarified by adding “including all portions such as the device, fixture, structure, legs, and frame”.

Adding the additional wording adds clarity for candidates to understand an election sign is not just the sign face but the entire structure that includes the frame, legs, fixture, etc. Election signage cannot be erected on *public property* until 12:01 a.m. on nomination day/election writ day or in the case of *private property*, not until 60 days before Election Day.

7. *Use of illuminated / megatron signs as an election sign vs advertising.*

**Proposed Bylaw Amendment:**

What constitutes an election sign is defined under section 2.7. The Election Sign Bylaw regulates election signs within a specific time period including the size and location. Section 3.2 has been added to indicate this bylaw applies to election signs erected on public property as of 12:01 a.m. on nomination day or on private property 60 days before election day. Election signage that does not meet the definition of an election sign **and** is outside the identified time period would fall under City’s Land Use Bylaw or other applicable municipal bylaws regarding signage. Advertising on illuminated billboards would not fall within the scope of section 3.2.

8. *Summary of size regulations of an election sign.*

**Proposed Bylaw Amendment:**

A Schedule “A” has been added to include a table summarizing the election sign size regulations. This table serves as a quick reference.

The attached redline of the Election Sign Bylaw indicates the amendments made based on feedback at the January 15, 2024 GPC meeting.

**OPTIONS / ALTERNATIVES:**

GPC may provide feedback and input on further amendments.

**CONSULTATION / ENGAGEMENT:**

City Clerk's Office consulted with Planning and Development and Enforcement Services on the issues that directly impacted their areas, as well as completed a jurisdictional scan from surrounding municipalities. Legal counsel was consulted on the proposed bylaw amendments and was satisfied from a legal perspective.

**IMPLEMENTATION / COMMUNICATION:**

The proposed bylaw will be updated based on any feedback received from GPC and brought to a Regular Council Meeting for first and second reading.

**IMPACTS:**

The proposed Election Sign Bylaw will ensure election signage placed through the City is consistent and does not interfere with the safety of pedestrians and vehicular traffic. The bylaw applies to Federal, Provincial, and Municipal elections.

**FINANCIAL IMPLICATIONS:**

n/a

**THE CITY OF SPRUCE GROVE**

**BYLAW C-1281-23**

**ELECTION SIGN BYLAW**

WHEREAS Sections 7 and 8 of the *Municipal Government Act*, R.S.A 2000, c M-26, as amended, authorize a council of a municipality to pass bylaws for the safety, health and welfare of people and the protection of people and property and for people, activities, and things in, on or near a public place or place that is open to the public, which bylaws may regulate or prohibit, and impose fines and penalties for infractions of the bylaws;

AND WHEREAS pursuant to Section 18 of the *Municipal Government Act*, R.S.A. 2000, c M- 26, as amended, a municipality has the direction, control and management of all roads within the municipality;

AND WHEREAS Section 13 of the *Traffic Safety Act*, R.S.A. 2000 c T-6, as amended, authorizes a council of a municipality to make bylaws with respect to a highway under its direction, control and management which are not inconsistent with the Act;

AND WHEREAS the City of Spruce Grove wishes to regulate election signs within the City of Spruce Grove;

NOW THEREFORE, the Council for the City of Spruce Grove, duly assembled, hereby enacts as follows:

**1. ELECTION SIGN BYLAW**

1.1 This bylaw is called the “Election Sign Bylaw”.

**2. DEFINITIONS**

2.1 “Ballot” means the part of a printed or electronically produced ballot card on which indicates the office to be voted on, the names of the Candidates, the bylaw name and number or the questions if any, and containing the spaces in which the elector is to mark their vote.

2.2 “Black Waste Cart” means a black wheeled receptacle owned and supplied by the City for the automated collection and disposal of garbage.

- 2.3 "Boulevard" means that part of the road right of way, between the curb and the property line that provides for street infrastructure, utilities and seasonal snow storage.
- 2.4 "Candidate" means an individual who has been nominated to run for an Election in the City and their authorized agent.
- 2.5 "City" means the municipal corporation of the City of Spruce Grove in the Province of Alberta or where the context so requires, the area contained within the boundaries of the City of Spruce Grove.
- 2.6 "Election" means a federal, provincial, municipal or school board general election or by-election held pursuant to the *Canada Elections Act*, S.C. 2000, c 9, as amended, the *Election Act*, R.S.A. 2000, c E-1, as amended, or the *Local Authorities Election Act*, R.S.A. 2000, c L-21, as amended.
- 2.7 "Election Sign" means any sign including all portions such as the device, fixture, structure, legs and frame on Public or Private Property used in relation to a Candidate, party, or vote on a question or bylaw:
- (a) for a municipal election held pursuant to the LAEA;
  - (b) for a vote on a question or bylaw held pursuant to the LAEA;
  - (c) for an election for School Trustee held pursuant to the *School Act*, R.S.A. 2000, c S-3, as amended;
  - (d) for a federal election held pursuant to the *Canada Elections Act*, or
  - (e) for a provincial election held pursuant to the *Election Act*.
- 2.8 "Highway" means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle way, or other place or any part of any of them, whether publicly or privately owned, that the public is ordinarily entitled or allowed to use for the passage or parking of vehicles, and includes:
- (a) a sidewalk, including a Boulevard adjacent to the sidewalk;
  - (b) if a ditch lies adjacent to or parallel with the roadway, the ditch; and
  - (c) if a Highway right of way is contained between fences or between a fence and one side of the roadway, all land between the fences, or all



the land between the fence and the edge of the roadway, as the case may be.

- 2.9 “LAEA” means the *Local Authorities Election Act*, R.S.A. 2000, c L-21, as amended.
- 2.10 “Median” means a physical barrier or area that separates lanes of traffic travelling on a Highway.
- 2.11 “Owner”, in relation to an Election Sign, means any person:
- (a) whose name and/or other identifiable information appears on an Election Sign;
  - (b) who is deemed to be in lawful control of an Election Sign; or
  - (c) who is the subject of and benefits from the message of an Election Sign.
- 2.12 “Peace Officer” means a Peace Officer appointed under the *Peace Officer Act*, S.A. 2006, c P-3.5, as amended.
- 2.13 “Private Property” means any property within the City not owned by, occupied, leased or under the jurisdiction of the City, Government of Alberta or Government of Canada.
- 2.14 “Property Owner” means the registered owner of property in the City and in the case of public Highways within the City means the City of Spruce Grove.
- 2.15 “Public Property” means any property within the City owned by, occupied, leased or under the jurisdiction of the City, Government of Alberta or Government of Canada, with the exception of a Highway.
- 2.16 “Sign Face Area” means the entire area of an Election Sign, measured to the outer perimeter of the Election Sign, but does not include the supports, where applicable.
- 2.17 “Street Furnishing” means poles, waste receptacles, benches, transit shelters, fire hydrants, plants, utilities, planters, bicycle racks, mail boxes, or other similar property placed or located on a Highway.

2.18 “Violation Ticket” means a ticket issued pursuant to Part II or Part III of the *Provincial Offences Procedure Act*, R.S.A. 2000, c P-34, as amended.

2.19 “Voting Station” means a place where an elector votes.

### 3. **ELECTION SIGNS – GENERAL REGULATIONS**

3.1 Candidates shall:

- (a) ensure that Election Signs are securely erected; and
- (b) remove any damaged or vandalized Election Signs within 24 hours of notification of the damage or vandalism by the City or another party.

3.2 The Election Sign Bylaw applies to Election Signs as outlined in section 4. All other Election Signs outside the time period identified in the Election Sign Bylaw, must comply with the City’s Land Use Bylaw, as amended or other applicable municipal bylaws.

3.3 Candidates shall be obligated to comply with parking restrictions outlined in the City’s Traffic Bylaw, as amended, when erecting or removing Election Signs.

3.4 Election Signs placed on the ground shall be:

- (a) mounted on a portable frame structure;
- (b) mounted on a wire frame; or
- (c) mounted on a metal or wood stake installed to a maximum depth of 30 cm below grade.

3.5 Candidates shall ensure Election Signs:

- (a) placed on the ground are securely affixed to the ground; or
- (b) placed on a private fence or private building as noted in sections 5.4 and 5.5 are securely affixed to the private fence or private building,

so they remain upright at all times.

- 3.6 If driving stakes into the ground, Candidates shall contact the appropriate authorities (e.g., entities such as Utility Safety Partners) to ensure it is safe to do so in that location.

#### **4. ELECTION SIGN TIMING**

- 4.1 Election Signs may be erected on Public Property by or on behalf of a Candidate participating in any Election, no earlier than 12:01 a.m. on a nomination day/election writ day.
- 4.2 Election Signs may be erected on Private Property by or on behalf of a Candidate participating in any Election 60 calendar days prior to Election Day.
- 4.3 Election Signs shall be removed within five (5) calendar days after the Election.

#### **5. ELECTION SIGN SIZE AND LOCATIONS**

- 5.1 Elections Signs are permitted on Private Property, with the consent of the Property Owner.
- 5.2 Election Signs on Private Property, with the exception of Election Signs on private fences and on the external walls of private buildings, shall:
- (a) have a maximum Sign Face Area of 0.6 m<sup>2</sup> (6.45 ft<sup>2</sup>); and
  - (b) have a maximum height of 1m (3.28 ft.) measured from the ground to the top of the sign.
- 5.3 Notwithstanding any provision of this Bylaw, the maximum allowable height of an Election Sign placed on the ground shall be 2.43 m (8 ft) measured from the ground to the top of the sign.
- 5.4 Election Signs on private fences shall:
- (a) have a maximum Sign Face Area of 3 m<sup>2</sup> (32.29 ft<sup>2</sup>); and
  - (b) not exceed the height of the fence.
- 5.5 Election Signs on a private building external side shall:

- (a) have a maximum Sign Face Area of 6 m<sup>2</sup> (64.58 ft<sup>2</sup>); and
  - (b) have a maximum height of 3 m (9.84 ft.) measuring the entire Election Sign structure.
- 5.6 Election Signs on a Boulevard shall have a maximum Sign Face Area of 3 m<sup>2</sup> (32.29 ft<sup>2</sup>).
- 5.7 Candidates shall place Election Signs with a minimum spacing distance of 15 m (45 ft) between the same Candidate's Election Sign.
- 5.8 Notwithstanding section 5.7, Election Signs placed in Medians shall have minimum spacing distance of 30 m (98.43 ft) between the same Candidate's Election Sign along a Highway. This minimum spacing distance does not apply to Election Signs placed in the opposing Boulevards along a Highway across from Medians.
- 5.9 Election Signs shall not be located within 15 m (49.2 ft) of the property line of the parcel of land the Voting Station is located on during an advance vote or on election day.
- 5.10 Election Signs shall not be affixed to vehicles within 15 m (49.2 ft) of a Voting Station property line during an advance vote or on election day.
- 5.11 Election Signs greater than 1 m (3.28 ft) in height shall not be located:
- (a) within 30 m (98.43 ft) of a signalized intersection;
  - (b) within 15 m (49.2 ft) of any other intersection; or
  - (c) within 3 m (9.84 ft) of the curb.
- 5.12 Notwithstanding anything else in this Bylaw, Election Signs shall have a physical design that minimizes danger to persons or property to the greatest extent reasonably practicable.

## 6. **PROHIBITIONS**

- 6.1 Election Signs shall not:
- (a) be illuminated;

- (b) display an intermittent flashing, rotating or moving light or have moving parts;
- (c) have balloons or inflatable devices attached to or near them;
- (d) be attached to Private Property or Public Property trees;
- (e) interfere with the safe and orderly movement of pedestrians or with the sight lines between pedestrians and/or vehicles;
- (f) be located on any traffic control device or where it obscures, detracts from, or could be confused with a traffic control device;
- (g) be placed on any physical Highway structure (bridges, guardrails, retaining walls, or concrete barriers);
- (h) be located on Highways (including paved shoulders, traffic circles, or traffic islands);
- (i) be placed in Medians on Highway 16A or McLeod Avenue between King Street and Calahoo Road;
- (j) be placed upon or within any City-owned facility including the site upon which the facility is situated and including the Boulevard surrounding the property line of the City-owned facility;
- (k) be placed on any fences or Street Furnishing owned by the City;
- (l) be placed in a school or playground zone, or in a park or playground owned by the City;
- (m) have an appearance similar to a Ballot;
- (n) exceed 3 m<sup>2</sup> (32.29 ft<sup>2</sup>) in Sign Face Area;
- (o) have more than two (2) Sign Face Areas; or
- (p) be placed or erected in a manner that creates a danger to persons or property.

6.2 No person may willfully take down, cover up, deface, or otherwise damage an Election Sign that has been lawfully placed or erected.



- 6.3 Candidates shall not place or erect, cause or permit to be placed or erected an Election Sign on Private Property without the Property Owner's consent.
- 6.4 Candidates shall not use the City's logo, election logo or seal on any Election Sign, in any campaign advertising, or in any campaign material including but not limited to signs, brochures, social media, or websites.

## **7. RECYCLING ELECTION SIGNS**

- 7.1 Non-recyclable material from Election Signs must be disposed in the Black Waste Cart or in the garbage bins at the Eco Centre, located at 50 Diamond Avenue. Recyclable materials from Elections Signs can be recycled at the Eco Centre.

## **8. ENFORCEMENT**

- 8.1 Any Election Sign that:
- (a) poses an imminent danger to persons or property;
  - (b) impedes or interferes with City operations; or
  - (c) contravenes this Bylaw or any other bylaw or enactment,
- may be removed and disposed of by a Peace Officer without prior notice or compensation to the Owner.
- 8.2 Any Election Sign impounded, and which has not been claimed by the Owner within ten (10) calendar days after the Election may be destroyed by the City without compensation to the Owner.
- 8.3 A person shall not interfere with or attempt to obstruct a Peace Officer who is removing an Election Sign pursuant to this Bylaw.
- 8.4 The Owner of an Election Sign shall be liable to the City for any and all damage, loss, and expense of the City caused by or arising from the installation, maintenance or removal of the Election Sign.

- 8.5 Upon removal of an Election Sign pursuant to section 8.1 of this Bylaw, if the contravening Election Sign is re-erected, the Owner of the Election Sign is guilty of an offence.
- 8.6 Any person who contravenes a provision of this Bylaw is guilty of an offence and is liable:
- (a) to a specified penalty of \$115.00; or
  - (b) upon summary conviction, to a minimum penalty of \$115.00.
- 8.7 Any person who commits a second or subsequent offence under any provision of this Bylaw is liable on summary conviction to a penalty that is no less than double the amount set out in Section 8.6.

**9. SEVERABILITY**

- 9.1 Every provision of this Bylaw is independent of all other provisions and if any provision is declared invalid by a Court, then the invalid provisions shall be severed and the remaining provisions shall remain valid and enforceable.

**10. EFFECTIVE DATE**

- 10.1 This Bylaw shall come into force and effect when it receives third reading and is duly signed.

First Reading Carried [Click here to enter a date.](#)

Second Reading Carried [Click here to enter a date.](#)

Third Reading Carried [Click here to enter a date.](#)

Date Signed

---

Mayor

---

City Clerk

**SCHEDULE A - ELECTION SIGN SIZE**

	<b>Relevant Bylaw Section</b>	<b>Sign Face Area (maximum)</b>	<b>Sign Height (maximum)</b>
Election Sign on the Ground of Public Property	5.3	n/a	2.43m (8 ft) (from ground to top of sign)
Election Sign on the Ground of Private Property	5.2 (a) & (b)	0.6m <sup>2</sup> (6.45 ft <sup>2</sup> )	1m (3.28 ft) (from ground to top of sign)
Election Sign on Private Fence	5.4 (a) & (b)	3 m <sup>2</sup> (32.29 ft <sup>2</sup> )	Not to exceed fence height
Election Sign on Private Building	5.5 (a) & (b)	6 m <sup>2</sup> (64.58 ft <sup>2</sup> )	3m (9.84 ft)
Election Sign on Ground in Boulevard	5.6	3 m <sup>2</sup> (32.29 ft <sup>2</sup> )	2.43m (8 ft) (from ground to top of sign)

**THE CITY OF SPRUCE GROVE**

**BYLAW C-1281-23**

**ELECTION SIGN BYLAW**

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- (a) a sidewalk, including a Boulevard adjacent to the sidewalk;
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- (b) remove any damaged or vandalized Election Signs within 24 hours of notification of the damage or vandalism by the City or another party.

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3.3 Candidates shall be obligated to comply with parking restrictions outlined in the City’s Traffic Bylaw, as amended, when erecting or removing Election Signs.

3.4 Election Signs placed on the ground shall be:

- (a) mounted on a portable frame structure;
- (b) mounted on a wire frame; or
- (c) mounted on a metal or wood stake installed to a maximum depth of 30 cm below grade.

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so they remain upright at all times.

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  - (b) have a maximum height of 1m (3.28 ft.) measured from the ground to the top of the sign.
- 5.3 Notwithstanding any provision of this Bylaw, the maximum allowable height of an Election Sign placed on the ground shall be ~~2.0 m (6.5 ft)~~ 2.43 m (8 ft) measured from the ground to the top of the sign.
- 5.4 Election Signs on private fences shall:
- (a) have a maximum Sign Face Area of 3 m<sup>2</sup> (32.29 ft<sup>2</sup>); and
  - (b) not exceed the height of the fence.
- 5.5 Election Signs on a private building external side shall:

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- (d) be attached to Private Property or Public Property trees;
- (e) interfere with the safe and orderly movement of pedestrians or with the sight lines between pedestrians and/or vehicles;
- (f) be located on any traffic control device or where it obscures, detracts from, or could be confused with a traffic control device;
- (g) be placed on any physical ~~roadway~~ Highway structure (bridges, guardrails, retaining walls, or concrete barriers);
- (h) be located on ~~roadways~~ Highways (including paved shoulders, traffic circles, or traffic islands);
- (i) be placed in Medians on Highway 16A or McLeod Avenue between King Street and Calahoo Road;
- (j) be placed upon or within any City-owned facility including the site upon which the facility is situated, including the Boulevard surrounding the property line of the City-owned facility ~~the City Hall site, streets adjacent to City Hall or any buildings, trees, fences or street furniture owned by the City~~;
- (k) be placed on any fences or Street Furnishing owned by the City
- (l) be placed in a school or playground zone, or in a park or playground owned by the City;
- (m) have an appearance similar to a ~~ballot~~ Ballot;
- (n) exceed 3 m<sup>2</sup> (32 ft<sup>2</sup>) in Sign Face Area;
- (o) have more than two (2) Sign Face Areas ~~faces~~; or
- (p) be placed or erected in a manner that creates a danger to persons or property.

- 6.2 No person may willfully take down, cover up, deface, or otherwise damage an Election Sign that has been lawfully placed or erected.
- 6.3 Candidates shall not place or erect, cause or permit to be placed or erected an Election Sign on Private Property without the Property Owner's consent.
- 6.4 Candidates shall not use the City's logo, election logo or seal on any Election Sign, in any campaign advertising, or in any campaign material including but not limited to signs, brochures, social media, or websites.

## **7. RECYCLING ELECTION SIGNS**

- 7.1 Non-recyclable material from Election Signs must be disposed in the Black Waste Cart or in the garbage bins at the Eco Centre, located at 50 Diamond Avenue. Recyclable materials from Elections Signs can be recycled at the Eco Centre.

## **8. ENFORCEMENT**

- 8.1 Any Election Sign that:
  - (a) poses an imminent danger to persons or property;
  - (b) impedes or interferes with City operations; or
  - (c) contravenes this Bylaw or any other bylaw or enactment,may be removed and disposed of by a Peace Officer without prior notice or compensation to the Owner.
- 8.2 Any Election Sign impounded, and which has not been claimed by the Owner within ten (10) calendar days after the Election may be destroyed by the City without compensation to the Owner.
- 8.3 A person shall not interfere with or attempt to obstruct a Peace Officer who is removing an Election Sign pursuant to this Bylaw.
- 8.4 The Owner of an Election Sign shall be liable to the City for any and all damage, loss, and expense of the City caused by or arising from the installation, maintenance or removal of the Election Sign.



- 8.5 Upon removal of an Election Sign pursuant to section 8.1 of this Bylaw, if the contravening Election Sign is re-erected, the Owner of the Election Sign is guilty of an offence.
- 8.6 Any person who contravenes a provision of this Bylaw is guilty of an offence and is liable:
- (a) to a specified penalty of \$115.00; or
  - (b) upon summary conviction, to a minimum penalty of \$115.00.
- 8.7 Any person who commits a second or subsequent offence under any provision of this Bylaw is liable on summary conviction to a penalty that is no less than double the amount set out in Section 8.6.

**9. SEVERABILITY**

- 9.1 Every provision of this Bylaw is independent of all other provisions and if any provision is declared invalid by a Court, then the invalid provisions shall be severed and the remaining provisions shall remain valid and enforceable.

**10. EFFECTIVE DATE**

- 10.1 This Bylaw shall come into force and effect when it receives third reading and is duly signed.

First Reading Carried [Click here to enter a date.](#)

Second Reading Carried [Click here to enter a date.](#)

Third Reading Carried [Click here to enter a date.](#)

Date Signed

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Mayor

\_\_\_\_\_  
City Clerk

**SCHEDULE A - ELECTION SIGN SIZE**

	<b><u>Relevant Bylaw Section</u></b>	<b><u>Sign Face Area (maximum)</u></b>	<b><u>Sign Height (maximum)</u></b>
<b><u>Election Sign on the Ground of Public Property</u></b>	<b><u>5.3</u></b>	<b><u>n/a</u></b>	<b><u>2.43m (8 ft) (from ground to top of sign)</u></b>
<b><u>Election Sign on the Ground of Private Property</u></b>	<b><u>5.2 (a) &amp; (b)</u></b>	<b><u>0.6m<sup>2</sup> (6.45 ft<sup>2</sup>)</u></b>	<b><u>1m (3.28 ft) (from ground to top of sign)</u></b>
<b><u>Election Sign on Private Fence</u></b>	<b><u>5.4 (a) &amp; (b)</u></b>	<b><u>3 m<sup>2</sup> (32.29 ft<sup>2</sup>)</u></b>	<b><u>Not to exceed fence height</u></b>
<b><u>Election Sign on Private Building</u></b>	<b><u>5.5 (a) &amp; (b)</u></b>	<b><u>6 m<sup>2</sup> (64.58 ft<sup>2</sup>)</u></b>	<b><u>3m (9.84 ft)</u></b>
<b><u>Election Sign on Ground in Boulevard</u></b>	<b><u>5.6</u></b>	<b><u>3 m<sup>2</sup> (32.29 ft<sup>2</sup>)</u></b>	<b><u>2.43m (8 ft) (from ground to top of sign)</u></b>

# **Proposed C-1281-23 Election Sign Bylaw**

**Governance and Priorities Committee  
April 15, 2024**

# Background

- Currently, election signage within the City of Spruce Grove is mandated through an Election Sign Acknowledgement form.
- A standalone Election Sign Bylaw would help control and enforce the placement of election signs.
- The proposed bylaw establishes key components of election signs specific to general regulations, placement, size and number of election signs.
- An amendment to the Land Use Bylaw will be required to remove reference to election signs.
- Does not infringe on the candidates right to freedom of expression.
- Maturing the City's governance processes.

# Feedback - January 15, 2024

## Governance and Priorities Committee

1. *Change minimum separation distance in medians between same candidate's election signs from 15 m to 30 m.*

### ***Proposed amendment:***

Section 5.8 permits election signs in a median (exception of Highway 16A or McLeod Avenue between King Street and Calahoo Road) with a spacing distance of 30 m between the same candidates election signs

This spacing does not apply to Election Signs placed in the opposing boulevards along a highway; that spacing remains at 15 m.



# Feedback - January 15, 2024

## Governance and Priorities Committee

- 2. Change the permitted election sign height from the ground to the top of the election sign from 6.5 feet to 8 feet based on motion passed by GPC.*

### ***Proposed amendment:***

Section 5.3 provides the maximum allowable height of an election sign placed on the ground shall be 2.43 m (8 ft) measured from the ground to the top of the sign.

Section 3.5 ensures candidates securely affix their election signs to the ground to remain upright at all times.

# Feedback - January 15, 2024

## Governance and Priorities Committee

- 3. Placement of election signs at voting stations on advance vote and election days.*

### ***Proposed amendment:***

Section 5.9 provides election signs shall not be located within 15 m (49.2 ft) of the property line of the parcel of land the Voting Station is located on during an advance vote or on election day.

Section 5.10 provides election signs shall not be affixed to vehicle within 15 m (49.2 ft) of a Voting Station property line during an advance vote or on election day.

# Feedback - January 15, 2024

## Governance and Priorities Committee

4. Placement of election signs on street frontage of municipal property.

### ***Proposed amendment:***

Section 6.1(j) prohibits election signs upon or within any City-owned facility including the site upon which the facility is situated.

Section 6.1(k) prohibits election signs on any fences or street furnishings owned by the City

# Feedback - January 15, 2024

## Governance and Priorities Committee

5. *Election signs on private property and when election signs can be erected.*

### ***Proposed amendment:***

Section 4.1 is specific to election signage on public property as of 12:01 a.m. on nomination day.

Section 4.2 allows for election signs on private property to be erected by or on behalf of a candidate 60 days prior to Election day.

Section 5.5 provides for election signs to be placed on the external side of private buildings.

# Feedback - January 15, 2024

## Governance and Priorities Committee

6. *Erecting election sign frames prior to the legislated allowance.*

***Proposed amendment:***

Section 2.6, election sign definition, has been enhanced by adding “including all portions such as the device, fixture, structure, legs and frame”.

# Feedback - January 15, 2024

## Governance and Priorities Committee

7. *Use of illuminated / megatron signs as an election sign vs advertising.*

### ***Proposed amendment:***

Section 3.2 provides the Election Sign Bylaw applies to election signs as defined in Section 2.7 and erected on public property as of 12:01 a.m. on nomination day or private property 60 days prior to Election day.

Election signs that do not meet the definition and are outside the time period, would fall to the City's Land Use Bylaw or other applicable municipal bylaws regarding signage



# Feedback - January 15, 2024

## Governance and Priorities Committee

8. *Summary of size regulations of an election sign.*

***Proposed amendment:***

Schedule A was prepared which summarizes the election sign size regulations.

# Amendment to Land Use Bylaw

- The Land Use Bylaw currently references the timing of election signage and removal.
  - SECTION 96 SIGNS NOT REQUIRING A DEVELOPMENT PERMIT
    - (2) Election candidate Signs displayed by or on behalf of a candidate participating in any federal, provincial or municipal election, provided such signs are displayed no earlier than 12:01 am on a nomination day/election writ day, and removed within 5 calendar days after the election.
- Proposed Election Sign Bylaw speaks to the timing under s.4.
- Amendment to the LUB will be brought forward to Council for first reading and subsequent public hearing, second and third reading

# Questions and Comments?



## REQUEST FOR DECISION

**MEETING DATE:** April 15, 2024

**TITLE:** C-1313-24 - Hens Bylaw and Program

**DIVISION:** Sustainable Growth and Development Services

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### SUMMARY:

The results of the Community Standards Bylaw survey identified the desire to permit hen keeping in Spruce Grove. Administration was directed to develop a permanent program rather than a pilot project. With evidence from jurisdictional research and initial training, Administration has prepared a full implementation program for hen licensing including a Hens Bylaw and associated Land Use Bylaw and Development Fees and Fines Bylaw amendments.

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### PROPOSED MOTION:

To be determined based on discussion and feedback of Committee.

### BACKGROUND:

The 2022 - 2025 Strategic Plan contains an objective to develop an urban agriculture strategy, which includes review of an urban farming policy. In conjunction with the Community Standards Bylaw public engagement, direction was given in August 2023 to proceed with development of a permanent hen keeping program to launch in 2024. Administration was requested to return in the spring with the following for consideration:

- Project plan;
- Resourcing plan;
- Implementation plan; and
- New bylaw and recommendations for bylaw amendments that will need to be made to enable the desired licensing practices.

## **ANALYSIS:**

A full program for hen keeping has been developed which has included:

1. Background review and research
  - Engagement regarding potential support for hen keeping through Community Standards Bylaw initiative
  - Due Diligence Report completed
  - Interviews and discussions with other municipalities
2. Program and process requirements
  - Standards
    - 3 - 6 hens
    - Coop and run requirements
    - Certification, mentor, veterinarian, temporary care
    - Disease prevention checklist
  - Process and Procedure Requirements
    - Licence document and conditions
    - Verification inspection
    - One-time fee, free annual renewal with inspection
    - Neighbour notification
    - Manual process
  - Compliance Requirements
    - Ticketing
    - Appeals to Community Standards Appeal Committee
3. Bylaw and regulatory preparation
  - Develop new Hen Keeping Bylaw
  - Amend Land Use Bylaw, Development Fees and Fines Bylaw
4. Staff training
  - Hen Keeping 101
  - Farm visit
  - Inspection 'drive-along'
5. Enforcement and Communications support

## **OPTIONS / ALTERNATIVES:**

The following options are being proposed to Committee, which may recommend to Council:

### Option 1 (Recommended)

Support the proposed Hen Keeping Program and city-wide program launch in June 2024, and undertake a review of the program in 2025 to adjust the program as needed.

## Option 2

Adjust the Hen Keeping Program and postpone the city-wide program launch.

### **CONSULTATION / ENGAGEMENT:**

Results from the Community Standards Bylaw *What We Heard* Report provided Administration with feedback from community responses to hen keeping and beekeeping within the city.

The jurisdictional scan guided further research; Administration explored options with similar sized municipalities. Inquiries were made to other municipalities regarding hen programs, internal processes, bylaw definitions, and lessons learned to inform the proposed options.

### **IMPLEMENTATION / COMMUNICATION:**

Timelines for the Hen Keeping program are:

DATE	ACTION
March - April 2024	Finalize Hens Bylaw, other bylaw amendments and program details
April - May	Develop communications plan
April 15	Hens Bylaw and program presented to GPC
May 13 & 27	Hens Bylaw and other bylaw amendments to Council for first, second and third reading
June	Launch program

A Communications Strategy is being developed to update the City's website and social media tools with regard to the Hen Keeping Program.

### **IMPACTS:**

The level of interest in hen keeping in the City is unknown. Other smaller and mid-sized communities have issued anywhere from one to over 100 licences.

Staffing requirements for developing the program and bylaw are estimated at 975 hours for three staff over six months.

Ongoing management of the program is estimated to require 65 - 70 hours per application including pre-application discussions through to licence issuance, inspections and potential appeal.

An additional licencing position would be required to support this program; they would also provide support for other licencing requirements (business, mobile vending).



**FINANCIAL IMPLICATIONS:**

Training costs are minimal, but the time and mileage for courses and farm / inspection visits is required. This can be covered through the Planning and Development department operational budget.

Personal protective equipment (PPE) is required for inspections and estimated at \$150 per staff person. It is expected the responsibility for this program will be shared by three to four staff. This can be covered through the Planning and Development department operational budget.

A temporary Licencing position is being requested through the Community Standards Bylaw work, as this program was initiated through that initiative. Ultimately two positions will be needed to manage the growing demand for business and mobile vending licencing, and upcoming new programs including hen keeping, pawn shops, vehicle for hire, and beekeeping. Planning and Development is awaiting direction on how best to approach requesting funding for these positions.

# **THE CITY OF SPRUCE GROVE**

## **BYLAW C-1313-24**

### **HENS BYLAW**

WHEREAS, pursuant to the *Municipal Government Act*, R.S.A. 2000, c M-26, as amended, a municipality may pass bylaws with respect to wild and domestic animals and activities in relation to them;

AND WHEREAS pursuant to the *Municipal Government Act*, R.S.A. 2000, c M-26, as amended, a municipality may by bylaw regulate or prohibit, and provide for a system of licences, permits, or approvals;

NOW THEREFORE the Council for the City of Spruce Grove, duly assembled, hereby enacts as follows:

#### **1. DEFINITIONS**

- 1.1 “Act” means the *Municipal Government Act*, R.S.A. 2000, c M-26, as amended.
- 1.2 “Adjoining Neighbour” means an owner or occupant of a property that is adjacent to a Subject Property.
- 1.3 “Certificate of Title” means an official government-issued document that provides proof of landowner’s right of ownership.
- 1.4 “City” means the municipal corporation of the City of Spruce Grove in the Province of Alberta, or where the context so requires, the area contained within the boundaries of the City of Spruce Grove.
- 1.5 “Communicable Diseases” means diseases which can be passed from animal to animal and zoonotic diseases as per the *Animal Health Act*, SA 2007, c A-40.2, s 2, as amended.
- 1.6 “Hen” means a female chicken.
- 1.7 “Hen Coop” means a fully enclosed structure intended for the keeping of Hens.

- 1.8 “Hen Enclosure” means an enclosure consisting of an indoor Hen Coop and an attached outdoor, covered Hen Run.
- 1.9 “Hen Keeper” means a person having any right of custody, control, or possession of a Hen.
- 1.10 “Hen Keeping Licence” means a Licence issued under this bylaw that authorizes the keeping of Hens within the boundaries of the City of Spruce Grove.
- 1.11 “Hen Licence Issuer and Inspector” means a Person responsible for issuing Hen Keeping Licences and conducting inspections.
- 1.12 “Hen Run” means a securely enclosed, roofed outdoor area attached to a Hen Coop, for Hens to roam.
- 1.13 “Husbandry” means the management and care of animals.
- 1.14 “Licensing Authority” means a person appointed by the City Manager having all authority to carry out the provisions of this Bylaw.
- 1.15 “Licence Holder” means the Person named on an approved Hen Keeping Licence.
- 1.16 “Peace Officer” means any sworn member of the Royal Canadian Mounted Police, a Peace Officer or Community Peace Officer appointed under the *Peace Officer Act*, S.A. 2006, c P-35, as amended, and employed by the City, or a Bylaw Enforcement Officer employed by the City.
- 1.17 “Premises Identification (PID) Number” means a nine-character combination of numbers and letters issued by the Province of Alberta pursuant to the provisions of the *Animal Health Act*, S.A. 2007, C A-40.2 and *Traceability Premises Identification Regulation*, Alta Reg 200/2008, as amended, to owners of livestock.
- 1.18 “Registered Owner” means a person registered under the *Land Titles Act*, R.S.A. 2000, c L-4, as amended, as the owner of the fee simple estate in the land.
- 1.19 “Rooster” means a male chicken.

- 1.20 “Subject Property” means a lot or parcel of land in respect of which a Hen Keeping Licence is sought or has been issued.
- 1.21 “Temporary Caregiver” means a Person who has been authorized by the Hen Keeper to provide care to their Hens in the event the Hen Keeper is temporarily unable to do so.
- 1.22 “Violation Ticket” means a ticket issued pursuant to Part II or Part III of the *Provincial Offences Procedure Act*, R.S.A. 2000, cP-34, as amended.

## **2. OBJECT OF THE BYLAW**

- 2.1 The purpose of this Bylaw is to enable Hen keeping as urban agriculture if the Hen Keeper is the holder of a valid Hen Keeping Licence and remains in compliance with the provisions of this Bylaw.

## **3. HEN LICENCE**

- 3.1 A Hen Keeping Licence may be issued only to a Person aged 18 years or older.
- 3.2 A Hen Keeping Licence may authorize the keeping of no less than three (3) Hens and no more than six (6) Hens on the Subject Property and may be issued subject to conditions as the Licensing Authority considers appropriate.
- 3.3 The maximum number of Hen Keeping Licences that may be issued shall be determined by the Director of Planning and Development.
- 3.4 Before a Hen Keeping Licence is issued the applicant shall provide the following to the satisfaction of the Licensing Authority:
- (a) a completed Hen Keeping Licence application;
  - (b) the Hen Keeping Licence fee prescribed in the Development Fees and Fines Bylaw, as amended; and
  - (c) any other information reasonably required by the Licensing Authority, including but not limited to:

- (i) the name, address, and contact information of the Person who will be the Hen Keeper and of a Person who may act as a Temporary Caregiver;
  - (ii) a copy of a Certificate of Title for the Subject Property;
  - (iii) written permission to keep Hens on the Subject Property, from the Registered Owner of the Subject Property;
  - (iv) a site plan showing the location, size, height and associated setbacks to the side and rear property lines of the Hen Coop and Hen Run on the Subject Property;
  - (v) a copy of other permits as required for the Hen Coop.
- (d) documentation that demonstrates the completion of an accredited urban Hen Keeping course;
  - (e) documentation of support and assistance through an established relationship with a mentor;
  - (f) documentation of a local veterinarian who is familiar with treating Hens to ensure standards of care;
  - (g) a checklist with daily, weekly, monthly and seasonal tasks to prevent disease and to keep Communicable Diseases from spreading should they occur;
  - (h) documentation that all Adjoining Neighbours have been notified of the applicant's intent to participate in the Hen Keeping program, and:
    - (i) if the adjacent property is an apartment building, church or school, the building manager shall be notified;
    - (ii) the contact information for the neighbours notified shall be provided with the application form;
    - (iii) if an adjacent property to the Subject Property is undeveloped or developed but otherwise vacant, or is City-owned, the applicant is not required to notify that adjacent property.

3.5 A Hen Keeping Licence is valid to December 31 of the year of issuance.

- 3.6 A Hen Keeping Licence is not transferable from one Person or property to another.
- 3.7 A site inspection is required for renewal of a Hen Keeping Licence.
- 3.8 A copy of the Premises Identification (PID) Number as required by the *Animal Health Act*, and applicable to the Subject Property shall be provided to the Licensing Authority after the Hen Licence is issued.
- 3.9 The Licensing Authority will notify Adjoining Neighbours when a Hen Licence is issued.
- 3.10 A Hen Licence does not take effect until:
  - (a) the appeal period referenced in Section 4 has expired, if no appeal is received during the appeal period; or
  - (b) the Community Standards Appeal Committee has made a decision on any appeal that upholds the issuance of the Hen Licence, with or without conditions.
- 3.11 The Licensing Authority may refuse to issue or renew a Hen Licence, or may revoke a previously issued Hen Licence, for any of the following reasons:
  - (a) an applicant for or holder of a Hen Licence does not meet or has ceased to meet the requirements of this Bylaw;
  - (b) an applicant has submitted false information;
  - (c) an applicant for or holder of a Hen Licence has been a subject of recurring bylaw enforcement issues;
  - (d) an applicant was previously the holder of a Hen Licence that was revoked for non-compliance with this Bylaw; or
  - (e) an applicant for or holder of a Hen Licence has been convicted of any offence involving abuse, mistreatment or negligent treatment or keeping of animals.

#### **4. APPEAL**

- 4.1 An appeal lies from a decision of the Licensing Authority to:



- (a) issue a Hen Keeping Licence, if the appellant is an Adjoining Neighbour;
- (b) impose conditions on a Hen Keeping Licence, if the appellant is the Person who applied for the Hen Licence or is an Adjoining Neighbour;
- (c) refuse to issue a Hen Keeping Licence, if the appellant is the Person who applied for the Hen keeping Licence;
- (d) revoke a Hen Keeping Licence, if the appellant is the holder of the Hen Keeping Licence that was revoked.

4.2 An Adjoining Neighbour may appeal only if the grounds for appeal are:

- (a) that the keeping of Hens on the Subject Property is likely to have a materially adverse effect on the health of the Adjoining Neighbour or of a Person living in the premises of the Adjoining Neighbour; or
- (b) a reason or factor listed in subsection 3.11 (a) or (e).

4.3 An appeal shall be received in writing addressed to the City Clerk's Office and shall be received in that office no later than 14 days after the decision appealed from is issued.

4.4 The appeal shall be heard by the Community Standards Appeal Committee.

4.5 The Community Standards Appeal Committee shall schedule the hearing within 30 calendar days after receipt of the notice of appeal and the appeal fee by the Clerk.

4.6 A decision of the Committee is not final until notification of the decision is given in writing. Notification of the decision on an appeal in relation to a Hen Keeping Licence shall be provided within 15 business days of the date on which the decision of the Committee is made.

## **5. RESPONSIBILITIES OF A HEN KEEPER**

5.1 No person shall keep or harbour within the City:

- (a) any Hen, without:
  - (i) a valid Hen Keeping Licence; and

- (ii) a permitted Hen Enclosure;
  - (b) a Hen less than 16 weeks old; or
  - (c) a Rooster.
- 5.2 Hen Keepers shall comply with the conditions of the Hen Keeping Licence.
- 5.3 Hen Keepers shall comply with the *Animal Health Act*, S.A. 2007, c A-40.2, as amended.
- 5.4 Hen Keepers and Temporary Caregivers shall:
- (a) ensure good Husbandry practices and maintain Hens in such a condition to prevent distress, disease, and welfare issues;
  - (b) provide Hens with appropriate food, water, shelter, light, warmth, ventilation, veterinary care and opportunities for essential behaviours such as scratching, pecking, dustbathing, roosting and socializing;
  - (c) maintain the Hen Coop in good repair and sanitary conditions, free from vermin and noxious and offensive smells and substances, and in conformance to the Community Standards Bylaw, as amended;
  - (d) remove and discard leftover feed and manure to prevent nuisance odours;
  - (e) keep Hens for personal use only, and not sell eggs, manure, meat or any other products derived from Hens;
  - (f) dispose of the carcass of a Hen deceased by natural causes, by double bagging or bringing it to a veterinarian, farm, abattoir, or other operation that is lawfully permitted to dispose of Hens;
  - (g) not engage in on-site slaughter or euthanizing of Hens, and for greater certainty, if removal of a Hen is required, the Hen may be euthanized humanely by a veterinarian, moved to a new home, or taken to a licensed abattoir;
  - (h) keep Hens in a locked enclosure unless free ranging within the Licence Holder's fenced backyard under direct supervision;
  - (i) keep the Hen Coop secure so that no predator can enter;
  - (j) keep Hens in a cage only when actively transporting Hens;

- (k) follow the biosecurity procedures recommended by the Canadian Food Inspection Agency (CFIA).

## **6. HEN ENCLOSURE REQUIREMENTS**

- 6.1 One Hen Enclosure is permitted at each participating property. For greater certainty, no Hen Coop shall be permitted without a Hen Run, nor shall a Hen Run be permitted without a Hen Coop.
- 6.2 A Hen Enclosure is only permitted within a fenced side or rear yard of a residential property.
- 6.3 A Hen Enclosure shall be a minimum of 1.2 metres from all adjacent property lines and 1.5 metres from the dwelling.
- 6.4 A Hen Enclosure shall be set back a minimum of 3 metres from dwelling windows and doors of neighbouring properties.
- 6.5 A Hen Enclosure shall be located at grade level, but not over a utility right-of-way.
- 6.6 A Hen Coop shall not exceed a maximum floor area of 9.2 square metres.
- 6.7 A Hen Coop shall have a maximum height of 1.8 metres or less.
- 6.8 A Hen Enclosure shall include 0.37 square metres of Hen Coop area per Hen and 0.92 square metres of Hen Run area per Hen.
- 6.9 A Hen Coop shall be enclosed, insulated, heated and ventilated to function in all seasons.
- 6.10 The Hen Run shall be securely attached to the Hen Coop, covered and wrapped in the winter.
- 6.11 The Licensing Authority has the authority to impose additional site-specific conditions.

## **7. ENFORCEMENT**

- 7.1 Hen Keepers shall make themselves available for inspection of the Hen Enclosure by the Hen Licence Issuer and Inspector.

- 7.2 Should a Hen Keeper be found non-compliant with this Bylaw at any time, enforcement action may be taken, including issuing of a Violation Ticket by a Peace Officer, and/or revocation of a Hen Keeping Licence by the Hen Licence Issuer and Inspector.
- 7.3 Should Hens and/or a Hen Enclosure be ordered to be removed, all costs and associated expenditures related to the removal shall be the responsibility of the Licence Holder.
- 7.4 A Person who contravenes any provision of this Bylaw is guilty of an offence.

## **8. VIOLATION TICKET**

- 8.1 Notwithstanding anything else in this Bylaw, a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*, RSA 2000, c P-34, as amended, to any person who the Peace Officer has reasonable grounds to believe has contravened any provision of this Bylaw.
- 8.2 If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
  - a) specify the fine amount established by this Bylaw for the offence; or
  - b) require a person to appear in court without the alternative of making a voluntary payment.
- 8.3 Notwithstanding anything else in this Bylaw, where a person is issued a Violation Ticket requiring them to appear in court without the alternative of making a voluntary payment, the person shall be liable upon conviction to a penalty of up to \$10,000, and in no event shall such penalty be lower than the specified penalty set out in Schedule "A" of this Bylaw.

## **9. FINES AND PENALTIES**

- 9.1 A Person who is guilty of an offence under this Bylaw is liable to a specified penalty as set out in Schedule "A".

## **10. SEVERABILITY**

- 10.1 Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of

competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

**11. EFFECTIVE DATE**

11.1 This bylaw shall come into force and effect when it receives third reading and is duly signed.

First Reading Carried [Click here to enter a date.](#)

Second Reading Carried [Click here to enter a date.](#)

Third Reading Carried [Click here to enter a date.](#)

Date Signed

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**Schedule A Fines and Penalties**

Offence	Penalty Amount	
	First Offence	Subsequent Offence
Commencing operations without a valid Hen Keeping Licence, as per Section 5.1 (a) (i) of this Bylaw.	\$250.00	\$500.00
Continuing activity after the Hen Keeping Licence has been suspended or cancelled, as per Section 5.1 (a) (i) of this Bylaw.	\$250.00	\$500.00
Non-compliance with conditions of the Hen Keeping Licence, as per Section 5.2 of this Bylaw.	\$250.00	\$500.00



**THE CITY OF SPRUCE GROVE**

**BYLAW C-1314-24**

**DEVELOPMENT FEES AND FINES BYLAW AMENDMENT – HEN KEEPING LICENCE FEE**

WHEREAS, pursuant to the *Municipal Government Act*, R.S.A. 2000, c M-26, a municipality may establish fees for licences, permits and approvals, including fees for licences, permits and approvals that may be in nature of a reasonable tax for the activity authorized or for the purpose of raising revenue;

AND WHEREAS, pursuant to the *Municipal Government Act*, R.S.A. 2000, c M-26, a municipality may establish fines and penalties for Land Use Bylaw offences;

AND WHEREAS, the City of Spruce Grove wishes to update its fees related to development processes and establish fines and penalties for Business Licence Bylaw offences;

NOW THEREFORE, the Council for the City of Spruce Grove, duly assembled, hereby enacts as follows:

1. Bylaw C-1268-23 is amended as follows:

1.1. By deleting the following in strikethrough, adding the following in bold and renumbering as required within section 9 in SCHEDULE I: BUSINESS LICENCES:

SECTION I: ~~Business~~-Licences

**9.4 Hen Keeping Licenses**

**Annual fee**

**\$150**

**Residents with Hen Keeping Licences are subject to a one-time hen keeping license fee, as long as the license is renewed annually in accordance with the timelines and processes specified in the Hens Bylaw.**

2. This bylaw shall come into force and effect when it receives third reading and is duly signed.

First Reading Carried [Click here to enter a date.](#)

Second Reading Carried [Click here to enter a date.](#)

Third Reading Carried [Click here to enter a date.](#)

Date Signed [Click here to enter a date.](#)

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Mayor

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City Clerk

**THE CITY OF SPRUCE GROVE**

**BYLAW C-1315-24**

**LAND USE BYLAW AMENDMENT - HEN KEEPING**

WHEREAS, pursuant to the *Municipal Government Act*, R.S.A. 2000, c M-26, a municipality shall pass a land use bylaw and may amend the Land Use Bylaw;

AND WHEREAS, the City of Spruce Grove wishes to amend Bylaw C-824-12, the Land Use Bylaw;

NOW THEREFORE, the Council for the City of Spruce Grove, duly assembled, hereby enacts as follows:

1. Bylaw C-824-12 is amended as follows:

1.1 By adding the following in bold:

**SECTION 7 DEFINITIONS**

**AGRICULTURE**

The cultivation of soil for the growing of crops and all related activities, or the raising of animals to provide food or other products. This shall not include Confined Feeding Operations or Cannabis Production Facilities, or **hens that are kept pursuant to a valid and subsisting Hen License issued under the Hens Bylaw.**

2. This amending bylaw shall be consolidated into Bylaw C-824-12.

3. This bylaw shall come into force and effect when it receives third reading and is duly signed.

First Reading Carried

Public Hearing Held

[Click here to enter a date.](#)

Second Reading Carried

[Click here to enter a date.](#)

Third Reading Carried

[Click here to enter a date.](#)

Date Signed

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Mayor

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City Clerk

# Bylaw C-1313-24

## Hens Bylaw and Program

City of Spruce Grove  
Governance and Priorities Committee Meeting  
April 15, 2024

# Background

- Through Community Standards Bylaw work, desire identified to permit hen keeping and beekeeping
- Directed to develop permanent program, not pilot project



Source: Alison Burrell at Pexel

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# Due Diligence

1. Background research
2. Engagement
3. Best practices
4. Unintended consequences
5. Program considerations
6. Regulatory requirements
7. Municipal scan - direct discussions and online/program review
8. Options

Municipality	Permits/Licences
Red Deer	102
Grande Prairie	24
St Albert	19
Cold Lake	6
Leduc	1



# Regulatory Requirements

1. Hens Bylaw
2. Amendments to:
  - Land Use Bylaw
  - Development Fees and Fines Bylaw



Source: Alexes Fotos a

com

# Program and Process - Standards

- Three to six hens, no rooster
- Coop and run:
  - Size, location, winter-proofing
  - Ventilation
  - Electrical permit
- Certification, mentor, veterinarian, temporary care
- Premises Identification Number
- Disease prevention checklist

# Process



- Annual Licence document and conditions
- Initial verification inspection
- One-time fee with free annual renewal upon inspection
- Review and process requirements
- Reporting
- Neighbour notification
- Manual processing by City
- Appeals to Community Standards Appeal Committee

# Compliance

- **Inspections**
  - Verification upon approval
  - Annual upon licence renewal
  - Site access approval required
- **Violations**
  - Ticketing
  - Revoke licence

# Staff Training

1. Discussions with other municipalities (requirements, learnings, expectations)
2. Chickens 101
3. Farm visit
4. Inspection “ride-along”
5. PPE requirements

# Timelines

- March - April: Finalize bylaw and program
- April - May: Communications Plan
- April 15: Program overview to GPC
- May 13 and 27: Bylaw and amendments to Council
- June 2024: Launch program

# Bylaw C-1313-24

## Hens Bylaw

Questions and comments