

MUNICIPAL COMPLEX BYLAW 38M2012

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OFFICE CONSOLIDATION

BYLAW NUMBER 38M2012

BEING A BYLAW TO REGULATE ACTIVITIES IN THE MUNICIPAL COMPLEX

(Amended by 24M2015, 29M2015, 7M2016, 8M2019, 72M2021)

WHEREAS, pursuant to the *Municipal Government Act*, the Council of The City of Calgary may pass bylaws for municipal purposes respecting:

- (a) the safety, health and welfare of people and the protection of people and property; and
- (b) people, activities and things in, on or near a public place or place that is open to the public;

AND WHEREAS Council has approved and adopted the recommendations in Report CPS2012-0426, and deems it desirable to pass a bylaw concerning the use of the Municipal Complex;

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS
FOLLOWS:**

SHORT TITLE

1. This *Bylaw* may be cited as the "Municipal Complex Bylaw".

PURPOSE OF BYLAW

2. The purpose of this *Bylaw* is to regulate the use of the *Complex* and balance both its use as an office of municipal government and its use by the public to promote all the following objectives:
 - (a) coordinated and convenient access to the *Complex* by the citizens of Calgary;
 - (b) the safety and security of all *persons* who conduct business, attend public meetings or work in the *Complex*;
 - (c) to provide an inclusive and welcoming environment to all employees of *The City* and to all *persons* who conduct business or attend public meetings in the *Complex* and enable them to go about their business and duties without harassment, interference or disruption;
 - (d) the protection and preservation of the property and memorials located in or on the *Complex*;

- (e) the maintenance of the appearance of the *Complex* as a destination of visitors and tourists to Calgary;
- (f) the efficient and effective management of the use of the *Complex* respecting its function as an office and seat of government.

DEFINITIONS AND INTERPRETATION

3. (1) In this Bylaw:

“*animal*” means any bird, reptile, amphibian or mammal, but excludes humans;

“*applicant*” means any *person* or group that applies to the *Manager, Facility Operations* for a *permit* for use of the *Atrium*;

(72M2021, 2022 January 01)

“*Atrium*” means that portion of the *Complex Interior* delineated by the thick broken line shown on the map in Schedule “D”;

“*business hours*” means the hours between 7:30 a.m. and 5:30 p.m. on any day that the *Atrium* is open to the public;

(29M2015, 2015 July 27)

“*Bylaw*” means the Municipal Complex Bylaw described in section 1, as it may be amended from time to time, and includes all Schedules attached to it;

DELETED BY 72M2021, 2022 JANUARY 01;

“*City Manager*” means the Chief Administrative Officer of The City of Calgary or the employee of The City of Calgary who has been delegated the authority to exercise the powers, duties, and functions of the Chief Administrative Officer under this Bylaw;

(72M2021, 2022 January 01)

“*Complex*” means that area delineated by a thick broken line on the map as shown in Schedule “B” and described as:

- (i) that block of land and the buildings and structures situated on that land, which is bounded on the West by Macleod Trail S.E., on the North by 7th Avenue S.E., on the East by 3rd Street S.E., and on the South by 9th Avenue S.E., the legal description of the land being as follows:

- A. Plan A, Block 53, Lots 1-40 inclusive except the corner cut-off on Plan 1763 JK;
- B. Plan A, Block 60, Lots 1-20 inclusive;
- C. Plan A, Block 53, the lane;
- D. Plan A, Block 60, the lane;

- E. Plan A, portion of 8th Avenue, which lies between Block 53 and Block 60; and,
- F. Plan A, Block 60, Lots 29-40 inclusive excepting thereout the street widening on Plan 8510880;
- (ii) the +15 System commencing at the entrance to the Epcor Centre/Centre for the Performing Arts extending throughout the *Complex* to the north side of 7th Avenue to the entrance to the Calgary Public Library/Bow Valley College; and
- (iii) includes the sidewalks on the west, north, east and south sides of the *Complex* that are immediately adjacent to the *Complex*;

“*Complex Exterior*” means all outdoor areas of the *Complex* and includes the exterior walls of all buildings located on the *Complex*;

“*Complex Interior*” means all indoor areas of all buildings located on the *Complex*, including the *Atrium*;

DELETED BY 72M2021, 2022 JANUARY 01;

“*demonstration*” means a public meeting or march held by one or more *persons* for the purpose of expressing protest or opinion on an issue, but does not include union picketing;

“*demonstrator*” means a *person* who leads, organizes or participates in a *demonstration*;

“*Director, Facility Management*” means the City Manager;
(72M2021, 2022 January 01)

“*entrance / exit zone*” means the areas identified in Schedule “C” that are located immediately adjacent to all entrances/exits of the *Complex Interior* and which extend from the entrance through to the curb;

“*Event*” means an activity that may include any of the following:

- (i) a *demonstration*;
- (ii) an event by a registered not-for-profit or charitable organization;
- (iii) an event by a local school accredited by Alberta Education;
- (iv) an event organized by *The City*;
- (v) an event sponsored by *The City*;

(29M2015, 2015 July 27)

"leash" means a chain, rope, reins, or other material capable of restraining the *animal* to which it is attached;

"litter" means any substance or object that is held or carried by a *person* that the *person* discards or is required to discard, including any or all of the following:

- (i) any paper products, including newspapers, magazines, leaflets, cardboard, or packaging materials of any type;
- (ii) any plastic products, including beverage containers or packaging materials of any type;
- (iii) any metal products or products containing metal, including cans, scrap metals, nails or staples, electronic devices, building materials, appliances or appliance parts, or packaging materials of any type;
- (iv) any glass products, including windows, pieces of a window, or bottles;
- (v) any food waste or organic materials;
- (vi) any human or *animal* waste including excrement;
- (vii) expended tobacco products;
- (viii) gravel, sand, earth or rock or similar substances;
- (ix) any wood products;

"Manager, Facility Operations" means the City Manager;

(72M2021, 2022 January 01)

"motor vehicle" has the same meaning as in the *Traffic Safety Act*, R.S.A. 2000, c. T-6;

"Municipal Government Act" means the *Municipal Government Act*, R.S.A. 2000, c. M-26;

"non-motorized vehicle" means any human muscular powered wheeled conveyance such as a bicycle, a skateboard, rollerskates, roller blades, in-line skates, and similar recreational equipment, but excludes all of the following:

- (i) a baby carriage, stroller or other wheeled device typically used for transporting a child;
- (ii) a wheelchair or any other motorized or non-motorized device used to facilitate the transport of a *person* with a physical disability;

"Officer" means a Bylaw Enforcement Officer appointed under the Bylaw Enforcement Officers Appointment Bylaw 60M86, or an officer appointed under the *Peace Officer Act*, S.A. 2006, c. P-3.5 or under the *Police Act*, R.S.A. 2000, c. P-17;

(72M2021, 2022 January 01)

“*panhandle*” means the personal, direct solicitation by a *person* using verbal, written or gestural motions for gratuitous donations of money, food or goods of any kind from any member of the public, but does not include a solicitation allowed or authorized by the Charitable Fundraising Act, R.S.A. 2000, c. C-9;

“*parkade*” means any parkade attached to the *Complex*;

DELETED BY 72M2021, 2022 JANUARY 01;

“*permit*” means a *permit* granted by the *Manager, Facility Operations* in accordance with the requirements of this *Bylaw* for the use of the *Atrium*;
(72M2021, 2022 January 01)

“*permit holder*” means an *applicant* who has been granted a *permit* for the use of the *Atrium* in accordance with the requirements of this *Bylaw*;

“*person*” means an individual, or a business entity including a firm, partnership, association, corporation or society;

“*Plaza*” means that portion of the *Complex Exterior* delineated by the thick, solid line shown on the map in Schedule “E”;

“*pre-packaged food product*” means any substance, whether processed, semi-processed or raw that is:

- (i) intended for human consumption,
- (ii) commercially prepared and packaged, and
- (iii) ready for human consumption without any additional preparation, including heating or cooking;

“*Provincial Offences Procedure Act*” means the Provincial Offences Procedure Act, R.S.A. 2000 c. P-34;

DELETED BY 29M2015, 2015 JULY 27;

“*service animal*” means any guide dog, signal dog, or other *animal* that is individually trained to do work or perform tasks for the benefit of a *person* with a disability;

“*sign*” means an inscribed board, bill, placard, poster, banner, flag or other device that is intended to promote anything or inform any *person*;

“*sound amplification device*” means any device used to increase the volume of a sound so that the sound may be heard by another *person* or *persons* and includes public address systems, bullhorns, music or voice amplifiers, megaphones or any combination of them;

“*The City*” means the municipal corporation of The City of Calgary.

- (2) Wherever a word used in this *Bylaw* is italicized, the term is being used as it is defined in subsection (1), and where any word appears in regular font, its common meaning in the English language is intended.
- (3) A word or expression and grammatical forms of the same word or expression have corresponding meanings.
- (4) Headings or sub-headings are inserted for ease of reference and guidance purposes only and do not form part of this *Bylaw*.
- (5) Where this *Bylaw* cites or refers to any other Act, bylaw, or regulation, the citation or reference is to the Act, bylaw or regulation as amended, whether amended before or after the commencement of this *Bylaw*, and includes reference to any Act, bylaw or regulation that may be substituted in its place.
- (6) Each provision of this *Bylaw* is independent of all other provisions and if any provision is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this *Bylaw* remain valid and enforceable.
- (7) Nothing in this *Bylaw* relieves a *person* from complying with any provision of any federal, provincial or municipal law or regulation or any requirement of any lawful *permit*, order or licence.

PROHIBITED ACTIVITIES

- 4. (1) A *person* must not do or participate in any of the following activities within the boundaries of the *Complex*:
 - (a) engage in any activity that interferes with or obstructs:
 - (i) DELETED BY 29M2015, 2015 JULY 27;
 - (ii) any *person* in or on the *Complex*;
 - (b) DELETED BY 29M2015, 2015 JULY 27;
 - (c) sleep in or on the *Complex*;

(29M2015, 2015 July 27)
 - (d) despite any provisions of the Panhandling Bylaw 3M99, *panhandle* in or on the *Complex* at any time;
 - (e) dispose of *litter* on or in any part of the *Complex* other than in a receptacle specifically provided for disposal of *litter*;
 - (f) enter or be in any pool located on the *Complex* or throw objects into that pool;

- (g) ride or use a *non-motorized vehicle*;
 - (h) cut, break, pull up, destroy or damage any tree, shrub, plant or flower growing on any part of the *Complex*;
 - (i) remove, alter or deface any *signs*, including information *signs*, regulatory *signs*, directive *signs* or traffic *signs*;
 - (j) engage in any activity that results in damage to the *Complex*;
 - (k) by means of noise or type of activity, disrupt or interfere with the regular ongoing operations or business activities of the *Complex*;
 - (l) carry or use any object or substance as a weapon or projectile;
 - (m) remove from any display board or bulletin board any notices or other printed material on display on the board;
 - (n) remove, move, deface, vandalize or interfere with any property of *The City* located on the *Complex*;
 - (o) within the boundaries of the *Complex*, set off, launch or operate any:
 - (i) DELETED BY 29M2015, 2015 JULY 27;
 - (ii) remote control devices, including boats, planes, helicopters or cars;
 - (p) place or leave, or allow to be placed or left, in or on an area of the *Complex*, any structure, object, substance or thing that:
 - (i) obstructs the free use of the particular area,
 - (ii) impedes or interferes with the passage of *persons*, or
 - (iii) is a safety hazard;
 - (q) DELETED BY 29M2015, 2015 JULY 27.
- (2) DELETED BY 29M2015, 2015 JULY 27.
- (3) Despite subsection (1)(g), the *Traffic Engineer* may designate portions of sidewalks with the boundaries of the *Complex* where *non-motorized vehicles* may be ridden.
- (24M2015, 2015 June 16)
(8M2019, 2019 March 18)
- (4) In subsection (3), "*Traffic Engineer*" means the designated officer position of Traffic Engineer established pursuant to the Calgary Traffic Bylaw 26M96.
- (24M2015, 2015 June 16)

RESTRICTED ACTIVITIES

5. (1) A *person* must not do or participate in any of the following activities without approval in writing from the *Manager, Facility Operations* for the activity:
(72M2021, 2022 January 01)
 - (a) personally deliver or distribute pamphlets, leaflets, brochures, newspapers or magazines in the *Complex Interior*;
 - (b) light a fire, or carry any candle or torch, or maintain an open flame of any kind within the boundaries of the *Complex*;
 - (c) operate any *sound amplification device* within the boundaries of the *Complex* during *business hours* or while any business activities are ongoing;
 - (d) enter into or on any area of the *Complex* to which a member of the public is not permitted unless the member of the public is conducting business with The City;
 - (e) erect, place or construct any *sign* in or on the *Complex*;
 - (f) affix or attach any thing or object to:
 - (i) any part of the *Complex*, or
 - (ii) any property of *The City* located on the *Complex*, including a tree, shrub or other plant;
 - (g) engage in any activity that interferes with or obstructs an *entrance/exit zone*;
(29M2015, 2015 July 27)
 - (h) within the boundaries of the *Complex*, sell or offer for sale any type of merchandise or product, including the sale of newspapers, magazines or food or beverages;
(29M2015, 2015 July 27)
 - (i) within the boundaries of the *Complex*, set off, launch or operate any fireworks or other explosive devices;
(29M2015, 2015 July 27)
 - (j) within the boundaries of the *Complex*, erect or place a tent or temporary shelter of any kind.
(29M2015, 2015 July 27)
- (2) Subsection (1)(b) does not apply to the use of fire in a ceremony held in or on the *Complex* by a religious community where the use of fire is fundamental to a religious tradition or doctrine of the religious community and its use has been approved by the *Manager, Facility Operations*.
(72M2021, 2022 January 01)

- (3) The *Manager, Facility Operations* may grant written approval for an activity described in subsection (1) and prescribe any restriction on the activity as reasonably required to support and promote the purposes of this *Bylaw*.
(72M2021, 2022 January 01)

PREPARATION AND DISTRIBUTION OF FOOD

- 5.1 (1) A *person* must not prepare and distribute any food product, or cook any food product for distribution to other *persons* by using a source of heat to boil, bake, roast, grill or barbecue the food within the boundaries of the *Complex*, unless all of the following requirements are complied with:
- (a) the *person* prepares or cooks and distributes the food products in a location within the boundaries of the *Complex* designated by the *Manager, Facility Operations*;
(72M2021, 2022 January 01)
 - (b) the *person* is in possession of, and provides to the *Manager, Facility Operations* or an *Officer* upon demand, a current approval in writing, from Alberta Health Services for the preparation, cooking and distribution of food for the specific *Event*;
(72M2021, 2022 January 01)
 - (c) the *person* complies with all safety requirements of the *Manager, Facility Operations* for any equipment used to provide a heat source, including all of the following:
(72M2021, 2022 January 01)
 - (i) A fire extinguisher meeting all requirements of the Alberta Fire Code must be available at all times during the use of any equipment providing a heat source;
 - (ii) Equipment providing a heat source must have any propane cylinders approved by a testing agency registered with the Standards Council of Canada and requalification of the propane cylinders must be in accordance with the Canada Standards Association "Propane Storage and Handling Code" as required by Alberta Regulation 111/2010 and proof of such approval or requalification must be provided to the *Manager, Facility Operations* upon request;
(72M2021, 2022 January 01)
 - (iii) Equipment providing a heat source cannot be used in tents or where flammable material is overhead or near the heat source;
 - (iv) Equipment providing a heat source cannot be used on the *Plaza* if vehicles are on the *Plaza*;
 - (d) the *person* is in possession of, and provides to an *Officer* upon demand, a commercial general liability insurance policy with an insurer licensed to do

business in Alberta for the *Event* where the preparation or cooking and distribution of food is to take place, in a form and in an amount satisfactory to the City Solicitor, which includes all of the following:

- (i) *The City* as an additional insured;
 - (ii) a cross-liability clause;
 - (iii) products and completed operations coverage.
- (2) Despite subsection (1), *pre-packaged food products* may be distributed on the *Complex Exterior* or in the *Complex Interior* if the *Manager, Facility Operations* has given approval in writing for the distribution of a *pre-packaged food product*.
(29M2015, 2015 July 27)
(72M2021, 2022 January 01)

USE OF MOTOR VEHICLES

Operation of Motor Vehicles on Complex

6. (1) A *person* must not operate or park a *motor vehicle* on or in the *Complex* unless the *person* is doing any one or more of the following activities:
- (a) operating or parking a *motor vehicle* in the *parkade*;
 - (b) making deliveries to or from the loading dock area located off the entrance lane leading from 3rd Street S.E. to the *parkade*;
 - (c) operating a *motor vehicle* used for the transportation of *persons* with disabilities.
- (2) Despite subsection (1), a *person* may operate or park a *motor vehicle* on or in the *Complex* if that *person* has obtained approval in writing from the *Manager, Facility Operations* to operate or park a *motor vehicle* on or in the *Complex*.
(72M2021, 2022 January 01)

Impounding of Motor Vehicles, Non-Motorized Vehicles, Trailers, Machines, Equipment or Signs Left on Complex

7. (1) An *Officer* may cause any *motor vehicle, non-motorized vehicle*, trailer, machine, piece of equipment or *sign* to be removed from the *Complex* and impounded in an impound lot maintained by *The City* if the *motor vehicle, non-motorized vehicle*, trailer, machine, piece of equipment or *sign*:
- (72M2021, 2022 January 01)
- (a) is left unoccupied or unattended;
 - (b) remains in or on the *Complex* after any written permission for it to be there from the *Manager, Facility Operations* has expired; or
(72M2021, 2022 January 01)

- (c) is located in a prohibited area.
- (2) If a *motor vehicle, non-motorized vehicle*, trailer, machine, equipment or *sign* has been impounded by an *Officer* as provided in subsection (1), the owner of the impounded property will be responsible for all costs incidental to the impounding of the impounded property in addition to any other fine or penalty to which the owner may be subject.

(72M2021, 2022 January 01)

Obstruction by Motor Vehicles, Trailers, Machines, Equipment

- 8. A *person* must not drive, park or place any *motor vehicle, non-motorized vehicle*, trailer, machine, or equipment in or on the *Complex* in a manner that interferes with, obstructs or impedes the movement of any other *motor vehicle*, machine or equipment.

CONTROL OF ANIMALS

- 9. (1) A *person* must not bring, carry, or take any *animal* into the *Complex Interior* unless the *animal* is a *service animal*.
- (2) Any *person* having custody or control of an *animal* while in or on the *Complex Exterior* must, at all times, keep the *animal* in a cage, or on a *leash* that is not longer than two (2) metres.

USE OF THE PLAZA

- 10. (1) A *person* or *persons* may access and obtain exclusive use of the *Plaza* to stage or hold an *Event* by contacting the *Manager, Facility Operations* to register the *Event*.

(72M2021, 2022 January 01)

- (2) The *Manager, Facility Operations* or an *Officer* will require a *person* or group staging, holding or participating in an *Event* on the *Plaza* or carrying out an activity on the *Plaza* who has not registered the *Event* or activity pursuant to subsection (1) to leave the *Plaza* or move to another location on the *Complex Exterior* if any one of the following occur:

(72M2021, 2022 January 01)

- (a) *The City* is carrying out maintenance procedures on the *Plaza* on that day;
- (b) *The City* is holding or staging an *Event* on the *Plaza* on that day;
- (c) another *person, persons* or group has registered an *Event* pursuant to subsection (1);
- (d) The *Manager, Facility Operations* reasonably determines that either:

(72M2021, 2022 January 01)

- (i) the *Plaza* cannot be used for an *Event* on that day due to special circumstances as identified by the *Manager, Facility Operations*;
or
(72M2021, 2022 January 01)
 - (ii) the *Event* or activity is not appropriate for the location of the *Plaza*;
 - (e) the *person* or group of *persons* contravenes a provision of this *Bylaw*.
- (3) An *Event* must not be staged on or held, or *persons* attending or participating in an *Event* must not gather or remain, in or on any of the following locations:
 - (a) an *entrance/exit zone*, as shown on Schedule “C” attached to this *Bylaw*;
 - (b) any memorial located on the *Complex Exterior*, as shown on Schedule “E” attached to this *Bylaw*;without the written permission of the *Manager, Facility Operations*.
(29M2015, 2015 July 27)
(72M2021, 2022 January 01)
- (4) A *person* or group who fails to move to another location on the *Complex Exterior* or leave the *Complex Exterior* as required by an *Officer* or the *Manager, Facility Operations* pursuant to subsection (2) or subsection (3) is guilty of an offence pursuant to this *Bylaw*.
(72M2021, 2022 January 01)
- (5) A *person* or group of *persons* may stage or hold an *Event* on the *Plaza* or carry out an activity on the *Plaza* only between the hours of 7:00 a.m. and 11:00 p.m.
(29M2015, 2015 July 27)
- (6) Registration of an *Event* by any *person* or group of *persons* for exclusive use of the *Plaza* is limited to 1 *Event* per month.
(29M2015, 2015 July 27)
- (7) No *person* or group of *persons* may register for exclusive use of the *Plaza* for an *Event* that lasts longer than 1 day.
(29M2015, 2015 July 27)

PERMITS FOR USE OF COMPLEX INTERIOR

Permit Approval

- 11.
 - (1) A *person* must not stage or hold an *Event* in the *Complex Interior* except in accordance with the terms and conditions of a *permit* granted by the *Manager, Facility Operations* pursuant to section 12 of this *Bylaw*.
(72M2021, 2022 January 01)
 - (2) A *person* must not participate in an *Event* in the *Complex Interior* unless a *permit* has been issued for the *Event* in which the *person* is participating.

- (3) A *permit* will not be granted by the *Manager, Facility Operations* for the use of the *Complex Interior* to any *person*:

(72M2021, 2022 January 01)

(1) for an *Event* that lasts longer than 5 consecutive days; or

(2) for more than 5 *Events* per calendar year.

(29M2015, 2015 July 27)

- (3.1) Despite subsection (3), a *permit* will not be issued to any *person* for *Events* that cumulatively total more than 5 days in a calendar year.

(29M2015, 2015 July 27)

- (4) A *permit* will not be granted by the *Manager, Facility Operations* to any *person* for a religious *Event* or celebration or for a political *Event* to be held in the *Complex Interior* during *business hours*.

(72M2021, 2022 January 01)

12. *Permits* may be granted by the *Manager, Facility Operations* to hold or stage an *Event* in the *Atrium* in the *Complex Interior* only if all of the following requirements have been complied with:

(72M2021, 2022 January 01)

(a) the *Event* is not a *demonstration*;

(b) DELETED BY 29M2015, 2015 JULY 29;

(c) the *Event* is not a religious *Event* or celebration or a political *Event* to be held during *business hours* as set out in subsection 11(4);

(d) the *Event* is one of the following:

(i) an organized event by a registered not-for-profit or charitable organization;

(ii) an organized event by a local school accredited by Alberta Education;

(iii) an event organized by *The City*; or

(iv) an event sponsored by *The City*.

(e) the *applicant* applies for the *permit*:

(i) no earlier than 150 calendar days prior to the start of the proposed *Event*, and

(ii) no later than 30 calendar days prior to the start of the proposed *Event*;

(f) the *applicant* agrees to comply with all the requirements for obtaining a *permit* as set out in this *Bylaw*.

Application for Permit

13. (1) An application for a *permit* made pursuant to section 12 must be made to the *Manager, Facility Operations* for each and every proposed *Event*.
(72M2021, 2022 January 01)
- (2) An *applicant* must provide all of the following to the *Manager, Facility Operations*:
(72M2021, 2022 January 01)
- (a) the name, address and telephone number of the *applicant* who is organizing or staging the *Event*;
 - (b) a detailed description of the *Event*;
 - (c) the proposed number of *persons* attending the *Event*;
 - (d) the date and time period in which the *applicant* wants to stage the *Event*;
 - (e) any fees for the *permit*, as determined by the *City Manager*.
- (3) At the discretion of the *Manager, Facility Operations*, an *applicant* must provide a certified copy of a certificate of insurance for the *Event* in a form and in an amount satisfactory to the City Solicitor in which *The City* is a named insured and is indemnified against all liabilities that may arise from the use of the *Atrium* or anything undertaken or neglected to be undertaken in connection with the *Event*.
(72M2021, 2022 January 01)
- (4) The *Manager, Facility Operations* will respond to an *applicant's* application within a reasonable period of time after receiving the application and in consideration of the proposed date of the *Event*.
(29M2015, 2015 July 27)
(72M2021, 2022 January 01)
- (5) A *permit* is not valid unless it is signed by the *Manager, Facility Operations* and all fees associated with obtaining the *permit* have been paid in full.
(72M2021, 2022 January 01)

Authority of Manager, Facility Operations

(72M2021, 2022 January 01)

14. (1) The *Manager, Facility Operations* may do any of the following as reasonably required to support and promote the purposes of this *Bylaw*:
(72M2021, 2022 January 01)
- (a) place conditions on a *permit*, including restrictions as to time, location, area, equipment, number of participants or type of activities;
 - (b) amend, vary or revoke a *permit* after a *permit* has been issued if, after the issue of the *permit*, a change in circumstances occurs that may affect the use of either the *permit* or the location for which the *permit* has been granted.

- (1.1) The *Manager, Facility Operations* may allow a portion of the *Atrium* to be used to locate a voting station in connection with a municipal, school board, provincial or federal election. A *permit* is not required for such an activity.
(29M2015, 2015 July 27)
(72M2021, 2022 January 01)
- (2) The *Manager, Facility Operations*' considerations in deciding to issue a *permit* may include any one or more of the following:
(72M2021, 2022 January 01)
- (a) whether the period of time and location of the proposed *Event* has been in whole or in part previously approved under a *permit* issued to another *permit holder*;
 - (b) whether the *Atrium* is the appropriate location for the described *Event* or activities;
 - (c) whether the past conduct of the *applicant* suggests that the *applicant* is reasonably likely to fail to comply with the *Bylaw* or the conditions of a *permit*;
 - (d) whether the *Event* or any activity in the *Event* contravenes any other statutory requirements, or any other applicable laws, bylaws or other regulations;
 - (e) whether the *Manager, Facility Operations* is of the opinion that the proposed *Event* or any proposed activity in the *Event* may lead to or result in injury to *persons* or damage to property;
(72M2021, 2022 January 01)
 - (f) whether the *Manager, Facility Operations* is of the opinion that the proposed *Event* or any proposed activity in the *Event* may disrupt the normal ongoing operations and business activities of the *Complex*;
(72M2021, 2022 January 01)
 - (g) whether *The City* has the resources to manage and supervise the *Events* or activities.
- (3) The *Manager, Facility Operations* may revoke a *permit* immediately if the *permit holder* does not comply with the terms and conditions of the *permit*, this *Bylaw* or other applicable policies or bylaws of *The City*, or any other federal or provincial statutory requirements.
(72M2021, 2022 January 01)
- (4) The *Manager, Facility Operations* or an *Officer* may require any *person* to leave the *Complex* immediately if any one of the following occurs:
(72M2021, 2022 January 01)
- (a) the *person* exhibits loud or aggressive behaviour;
 - (b) the *person's* activity or activities, in the reasonable opinion of the *Manager, Facility Operations*, are a security risk to employees, elected

officials, agents, City Hall School, daycare residents of the *Complex Interior*, other users of the *Complex Interior* or do not accord with the purposes of this *Bylaw*;

(72M2021, 2022 January 01)

(c) the *person* contravenes a provision of this *Bylaw*.

- (5) A *person* failing to immediately vacate the *Complex* as required by the *Manager, Facility Operations* or an *Officer* pursuant to subsection (4) is guilty of an offence under this *Bylaw*.

(72M2021, 2022 January 01)

Obligations of Permit Holder

15. (1) A *permit holder* must comply with all the terms and conditions set out in the *permit*.
- (2) A permit is not assignable or transferable and a *permit holder* must not assign or transfer its *permit* to another *person*.
- (3) A *permit holder* must have its *permit* available for review and inspection at all times when exercising its rights granted under the *permit* and must produce the *permit* to the *Manager, Facility Operations* or an *Officer* upon demand.

(72M2021, 2022 January 01)

Rights of Permit Holder

16. A *person* must not interfere with the use and enjoyment of a valid *permit holder* using the *Complex Interior* during the times and in the location for which the *permit* is granted.

APPEALS

17. (1) An *applicant* may appeal the *Manager, Facility Operations'* refusal to grant a *permit* or the conditions placed on a *permit* by the *Manager, Facility Operations* to the *Director, Facility Management* or that *person's* designate.
- (2) The *applicant's* appeal of the *Manager, Facility Operations'* decision must comply with all of the following:
- (a) the appeal must be made in writing;
- (b) the appeal must be mailed or delivered to the *Director, Facility Management, #8052, PO Box 2100, Station M, Calgary, Alberta, T2P 2M5*;
- (c) the appeal must be received by the *Director, Facility Management* no later than 7 days after the day the *applicant* receives notification from the

(72M2021, 2022 January 01)

(72M2021, 2022 January 01)

(72M2021, 2022 January 01)

Manager, Facility Operations that the application for the *permit* has been refused;

(72M2021, 2022 January 01)

- (d) the appeal must include the *applicant's*:
 - (i) name,
 - (ii) address,
 - (iii) contact information, including phone number,
 - (iv) reasons for the appeal, and
 - (v) any material that the *applicant* considers relevant to the decision of the *Director, Facility Management* regarding the appeal.
- (72M2021, 2022 January 01)
- (3) The *Director, Facility Management* or that *person's* designate will review an appeal based on the *applicant's* written submissions, confirm, vary, or revoke the *Manager, Facility Operations'* decision and send a decision in writing to the *applicant*.
- (72M2021, 2022 January 01)
- (4) The decision of the *Director, Facility Management* or that *person's* designate is final.
- (72M2021, 2022 January 01)

INDEMNITY

- 18. A *person* in, on, or using any part of the *Complex* must indemnify and hold harmless *The City* and all its employees, officials, officers and authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of any kind or nature, including for personal injury or death or damage to any property arising out of the use of any part of the *Complex*, whether caused directly or indirectly by the use of the *Complex* or the activities of an *Event*.

EXCLUSIONS AND EXEMPTIONS

- 19. The provisions of this *Bylaw* do not apply to any of the following:
 - (a) the drivers, operators or other personnel of emergency medical services, Calgary Police Service, Calgary Community Standards, security personnel, or The City of Calgary Fire Department engaged in the performance of their duties;
- (7M2016, 2016 February 18)
- (b) employees, elected officials or agents of *The City* while:
 - (i) engaged in works or services undertaken for or on behalf of *The City*; or

- (ii) hosting or co-hosting an event or activity of *The City* in or on the *Complex*.
- 20. At the discretion of the *Manager, Facility Operations*, any provision of this *Bylaw* may not be applied to:

(72M2021, 2022 January 01)

 - (a) tenants of *The City* in the *Complex*; or
 - (b) any *person* who contracts to furnish materials or to perform services for *The City*.

DELEGATION OF AUTHORITY

- 21. Unless otherwise set out in this *Bylaw*, pursuant to section 210 of the *Municipal Government Act*, the *Manager, Facility Operations* is hereby delegated the following:

(72M2021, 2022 January 01)

 - (a) the powers, duties and functions necessary for the purposes of administering this *Bylaw*; and
 - (b) the power to approve guidelines or procedures that facilitate the administration of the *Complex* and are in accordance with the purposes of this *Bylaw*.
- 22. The *Manager, Facility Operations* may delegate any or all of the powers granted to the *Complex Manager* under this *Bylaw*.

(72M2021, 2022 January 01)

EFFECT ON APPLICATION OF OTHER BYLAWS

- 23. Despite subsection 2(n) of the Calgary Transit Bylaw 4M81, which incorporates the sidewalk on the north side of the *Complex* into the transit platform of the 7th Avenue transit corridor, this *Bylaw* applies to the sidewalks on the west, north, east and south sides of the *Complex* that are adjacent to the *Complex*.

OFFENCES AND PENALTIES

General Penalty Provisions

- 24. (1) Any *person* who contravenes a provision of this *Bylaw* is guilty of an offence if the *person*:
 - (a) does any act or thing that the *person* is prohibited from doing; or
 - (b) fails to do any act or thing the *person* is required to do.

- (2) Any *person* who is convicted of an offence pursuant to this *Bylaw* is liable on summary conviction to a fine not exceeding \$10,000.00, and in default of payment of any fine imposed, to imprisonment for not more than six (6) months.
25. If an *Officer* believes a *person* has contravened any provision of this *Bylaw*, the *Officer* may do any one of the following:
- (a) issue to the *person* a violation ticket in accordance with the *Provincial Offences Procedure Act*;
 - (b) issue to the *person* an *Order* to remedy the contravention in accordance with the *Municipal Government Act*;
 - (c) both (a) and (b).

Violation Tickets and Penalties

26. (1) If an *Officer* believes a *person* has contravened any provision of this *Bylaw*, the *Officer* may commence proceedings against the *person* by issuing a violation ticket in accordance with the *Provincial Offences Procedure Act*.
- (2) The specified penalty payable in respect of a contravention of a provision of this *Bylaw* is the amount shown in Schedule "A" of this *Bylaw* in respect of that provision.
- (3) Any *person* who contravenes a provision of this *Bylaw* is guilty of an offence and is liable on conviction:
- (a) for a first offence, to a fine of not less than the penalty shown in Schedule "A" of this *Bylaw* in respect of that provision; and
 - (b) for a second offence of the same provision within a twelve month period, to a fine of not less than twice the amount of the specified penalty shown in Schedule "A" of this *Bylaw* in respect of that provision.

Mandatory Court or Information

27. Section 25 does not prevent any *Officer* from issuing a violation ticket requiring the court appearance of the defendant in accordance with the provisions of the *Provincial Offences Procedure Act*, or from laying an information instead of issuing a violation ticket.

Owner Liable

28. (1) For the purposes of this section 28, "owner" and "driving" have the same meaning as set out in the *Traffic Safety Act*, R.S.A. 2000, c. T-6.
- (2) If a *motor vehicle* is involved in an offence referred to in this *Bylaw*, the owner of the *motor vehicle* is guilty of the offence.

- (3) Subsection (2) does not apply if the owner of the *motor vehicle* satisfies the Court that:
- (a) the owner was not driving the *motor vehicle* at the time of the offence; and
 - (b) the *person* driving the *motor vehicle* at the time of the offence did not have the owner's express or implied consent to be driving the *motor vehicle*.

Liability for Fees

29. The levying and payment of any fine or imprisonment for any period as provided in this *Bylaw* will not relieve a *person* from the necessity of paying any fees, charges or costs for which that *person* is responsible under the provisions of this *Bylaw*.

Proof of Permit

30. Where, on prosecution of an offence pursuant to this *Bylaw*, a *person* believes that written approval or permission of the *Manager, Facility Operations* provides that *person* with a defence, the onus of proving that approval or permission was given rests with the *person* relying on the permission or approval.

(72M2021, 2022 January 01)

CONSEQUENTIAL AMENDMENTS

31. Subsection 2(i) of the "Downtown Pushcart Vendor Licence Bylaw Number 3M97" is deleted and the following substituted:
- "(i) *"Mall"* means:
- (i) the Olympic Plaza, containing that area described in the Mall Between Second Street S.E. and First Street S.E. on "8th Avenue Bylaw Number 26M85";
 - (ii) the Barclay Mall, containing that area described in the "Barclay Mall Bylaw Number 17M84";
 - (iii) the Stephen Avenue Mall, containing that area described in the "Stephen Avenue Mall Bylaw Number 52M87"; and
 - (iv) the Municipal Complex, containing that area described as the *Complex* in the "Municipal Complex Bylaw Number 38M2012".
32. Subsection 3(1) of the "Temporary Signs on Highways Bylaw 29M97" is amended to add the following:
- "(e) Signs permitted by the Municipal Complex Bylaw Number 38M2012."
33. Subsection 6(3) of the "Street Bylaw 20M88" is amended to add the following:

“(c.1) on the *Municipal Complex*, as described in the Municipal Complex Bylaw Number 38M2012.”

REPEAL

34. Bylaw 28M91, The City Hall Complex Bylaw, as amended, is hereby repealed.

CONFLICT BETWEEN THIS AND OTHER BYLAWS

35. In the event of a conflict between this *Bylaw* and any other bylaw passed by *Council*, this *Bylaw* prevails.

COMING INTO FORCE

36. This *Bylaw* comes into force on the 30th day of September, 2012.

READ A FIRST TIME THIS 30TH DAY OF JULY, 2012.

READ A SECOND TIME, AS AMENDED, THIS 30TH DAY OF JULY, 2012.

READ A THIRD TIME, AS AMENDED, THIS 30TH DAY OF JULY, 2012.

(Sgd.) N. Nenshi
MAYOR

(Sgd.) Sue Gray
CITY CLERK

SCHEDULE “A”

Section	Description of Offense	Specified Penalty
4(1)(a)(ii)	Interfering with or obstructing a <i>person</i> in or on the <i>Complex</i>	\$ 250.00
(c)	Sleeping within the boundaries of the <i>Complex</i>	\$ 500.00
(d)	<i>Panhandling</i> within the boundaries of the <i>Complex</i>	\$ 50.00
(e)	Disposing of <i>litter</i> in or on the <i>Complex</i> other than in a receptacle for <i>litter</i>	\$ 500.00
(f)	Entering or being in the pool, or throwing objects into the pool	\$ 100.00
(g)	Riding or using a <i>non-motorized vehicle</i> within the boundaries of the <i>Complex</i>	\$ 100.00
(h)	Cutting, breaking, pulling up, destroying or damaging a plant within the boundaries of the <i>Complex</i>	\$ 200.00
(i)	Removing, altering or defacing a <i>sign</i> within the boundaries of the <i>Complex</i>	\$ 200.00
(j)	Engaging in an activity that results in damage to the <i>Complex</i>	\$ 500.00
(k)	By means of noise or type of activity, disrupt or interfere with the regular ongoing operations or business activities of the <i>Complex</i>	\$ 500.00
(l)	Carrying, throwing or propelling an object or substance within the boundaries of the <i>Complex</i>	\$ 500.00
(m)	Removing notices or other printed material from display boards within the boundaries of the <i>Complex</i>	\$ 200.00
(n)	Removing, moving, defacing, vandalizing or interfering with property of <i>The City</i> on the <i>Complex</i>	\$ 500.00
(o)(ii)	Setting off, launching or operating remote control devices within the boundaries of the <i>Complex</i>	\$ 250.00
(p)(i)	Leaving any structure, object, substance or thing that obstructs the free use of a particular area in an area of the <i>Complex</i>	\$ 250.00
(p)(ii)	Leaving any structure, object, substance or thing that impedes or interferes with the passage of <i>persons</i> in an area of the <i>Complex</i>	\$ 250.00

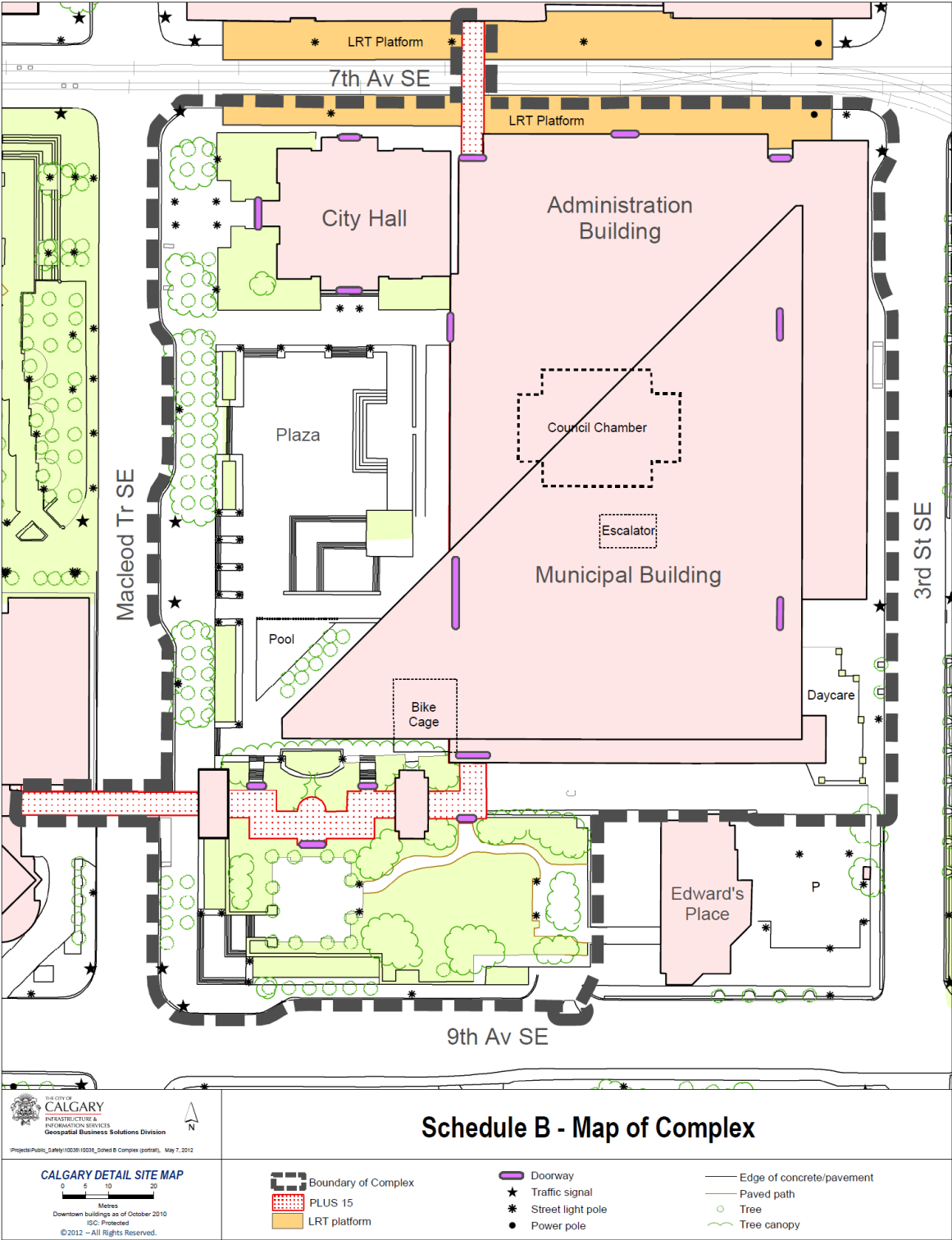
(p)(iii)	Leaving any structure, object, substance or thing that is a safety hazard in an area of the <i>Complex</i>	\$ 250.00
5(1)(a)	Without the written approval of the <i>Manager, Facility Operations</i> , personally delivering or distributing pamphlets, leaflets, brochures, newspapers or magazines in the <i>Complex Interior</i>	\$100.00
(b)	Without the written approval of the <i>Manager, Facility Operations</i> , lighting a fire or carrying torches or candles, or maintaining an open flame of any kind within the boundaries of the <i>Complex</i>	\$ 500.00
(c)	Without the written approval of the <i>Manager, Facility Operations</i> , operating a <i>sound amplification device</i> within the boundaries of the <i>Complex</i> during <i>business hours</i> , or while business activities are ongoing	\$ 250.00
(d)	Without the written approval of the <i>Manager, Facility Operations</i> , entering into an area of the <i>Complex</i> where the public is not permitted	\$ 100.00
(e)	Without the written approval of the <i>Manager, Facility Operations</i> , erecting, constructing or affixing a <i>sign</i> on the <i>Complex</i>	\$ 200.00
(f)	Without the written approval of the <i>Manager, Facility Operations</i> , affixing or attaching any thing or object to any part of the <i>Complex</i> or to any property of <i>The City</i> located on the <i>Complex</i>	\$ 100.00
(g)	Without the written approval of the <i>Manager, Facility Operations</i> , engage in any activity that interferes with or obstructs an <i>entrance/exit zone</i>	\$250.00
(h)	Without the written approval of the <i>Manager, Facility Operations</i> , sell, or offer for sale, any type of merchandise or product, including the sale of newspapers, magazines or food or beverages	\$100.00
(i)	Without the written approval of the <i>Manager, Facility Operations</i> , within the boundaries of the <i>Complex</i> , set off, launch or operate any fireworks or other explosive devices	\$500.00
(j)	Without the written approval of the <i>Manager, Facility Operations</i> , erecting a tent or other temporary shelter within the boundaries of the <i>Complex</i>	\$500.00
5.1(1)(a)	Preparing, cooking or distributing food in a location not designated by the <i>Manager, Facility Operations</i>	\$ 250.00
5.1(1)(b)	Preparing, cooking or distributing food without a current written approval from Alberta Health Services	\$ 250.00
5.1(1)(c)	Preparing, cooking or distributing food without complying with all safety requirements for any equipment used to provide a heat source	\$ 500.00
5.1(1)(d)	Preparing or cooking and distributing any food product without a commercial general liability insurance policy in a form and in an amount satisfactory to the City Solicitor	\$250.00

BYLAW NUMBER 38M2012

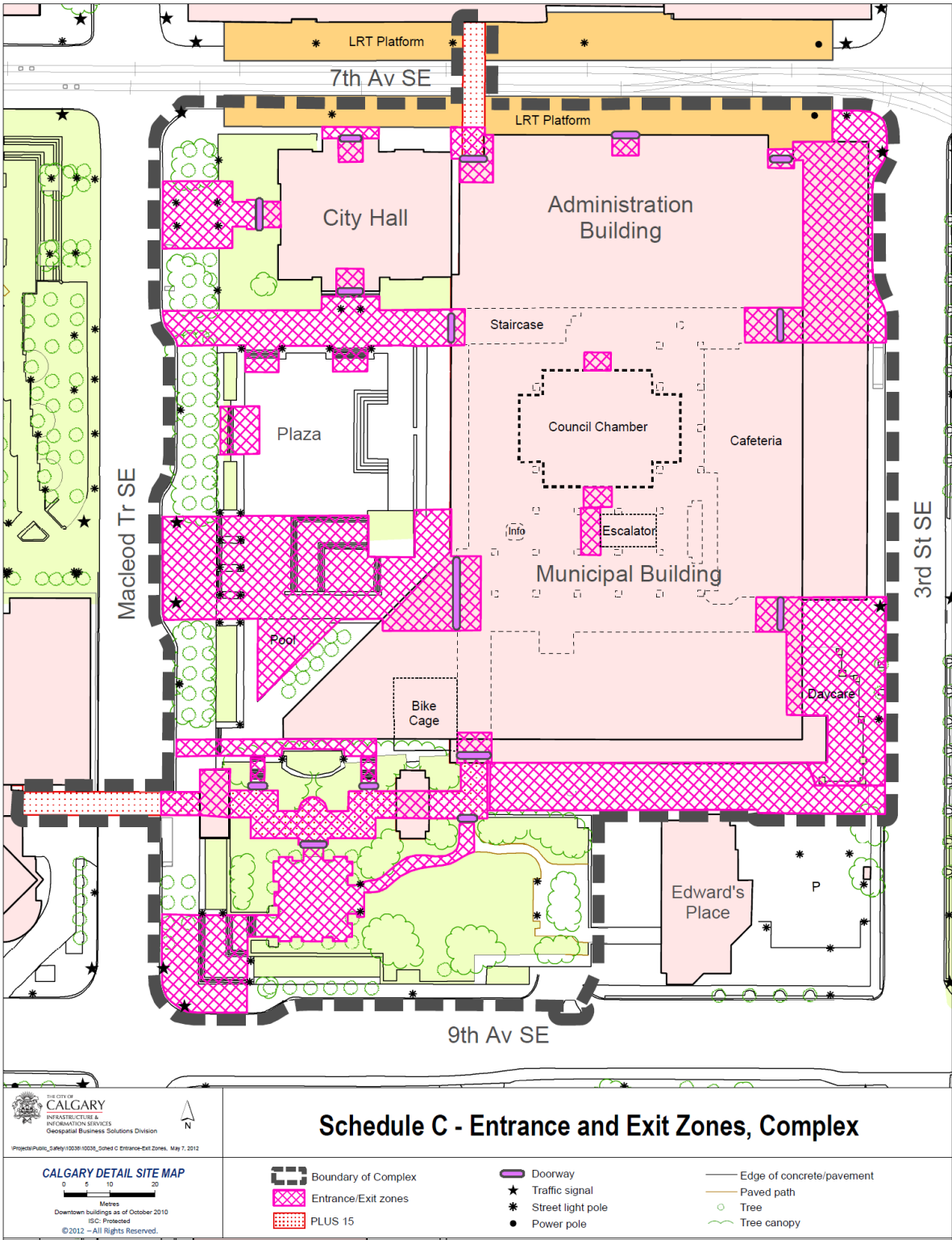
5.1(2)	Without written approval of the <i>Manager, Facility Operations</i> , distributing a <i>pre-packaged food product</i>	\$100.00
6	Operating or parking a <i>motor vehicle</i> on or in any part of the <i>Complex</i> where that activity is prohibited without written approval of the <i>Manager, Facility Operations</i>	\$ 250.00
8	Driving, parking or placing a <i>motor vehicle, non-motorized vehicle</i> , trailer, machine, or piece of equipment in or on the <i>Complex</i> in a manner that interferes with, obstructs or impedes the movement of any other motor vehicle, machine or piece of equipment	\$ 250.00
9(1)	Taking an <i>animal</i> that is not a <i>service animal</i> into the <i>Complex Interior</i>	\$ 100.00
9(2)	Failing to restrain an <i>animal</i> with a <i>leash</i> or in a cage while in or on the <i>Plaza</i>	\$ 100.00
10(3)	Staging or holding an <i>Event</i> in an <i>entrance/exit zone</i> , or gathering or remaining in an <i>entrance/exit zone</i> or on a memorial while attending or participating in an <i>Event</i>	\$250.00
10(4)	Failing to immediately vacate the <i>Plaza</i> , or move to another location on the <i>Complex Exterior</i> , as required by an <i>Officer</i> or the <i>Manager, Facility Operations</i>	\$250.00
11(1)	Holding an <i>Event</i> in the <i>Complex Interior</i> without a <i>permit</i>	\$500.00
11(2)	Participating in an <i>Event</i> in the <i>Complex Interior</i> without a <i>permit</i>	\$250.00
14(5)	Failing to immediately vacate the <i>Complex Interior</i> , as required by an <i>Officer</i> or the <i>Manager, Facility Operations</i>	\$500.00
15(1)	Failing to comply with the terms and conditions of a <i>permit</i>	\$ 500.00
15(2)	Assigning or transferring a <i>permit</i> to another <i>person</i>	\$ 500.00
15(3)	Failing to have <i>permit</i> available for inspection by an <i>Officer</i>	\$ 100.00
16	Interfering with a valid <i>permit holder's</i> use and enjoyment of the <i>Complex Interior</i>	\$ 250.00

(29M2015, 2015 July 27)
(72M2021, 2022 January 01)

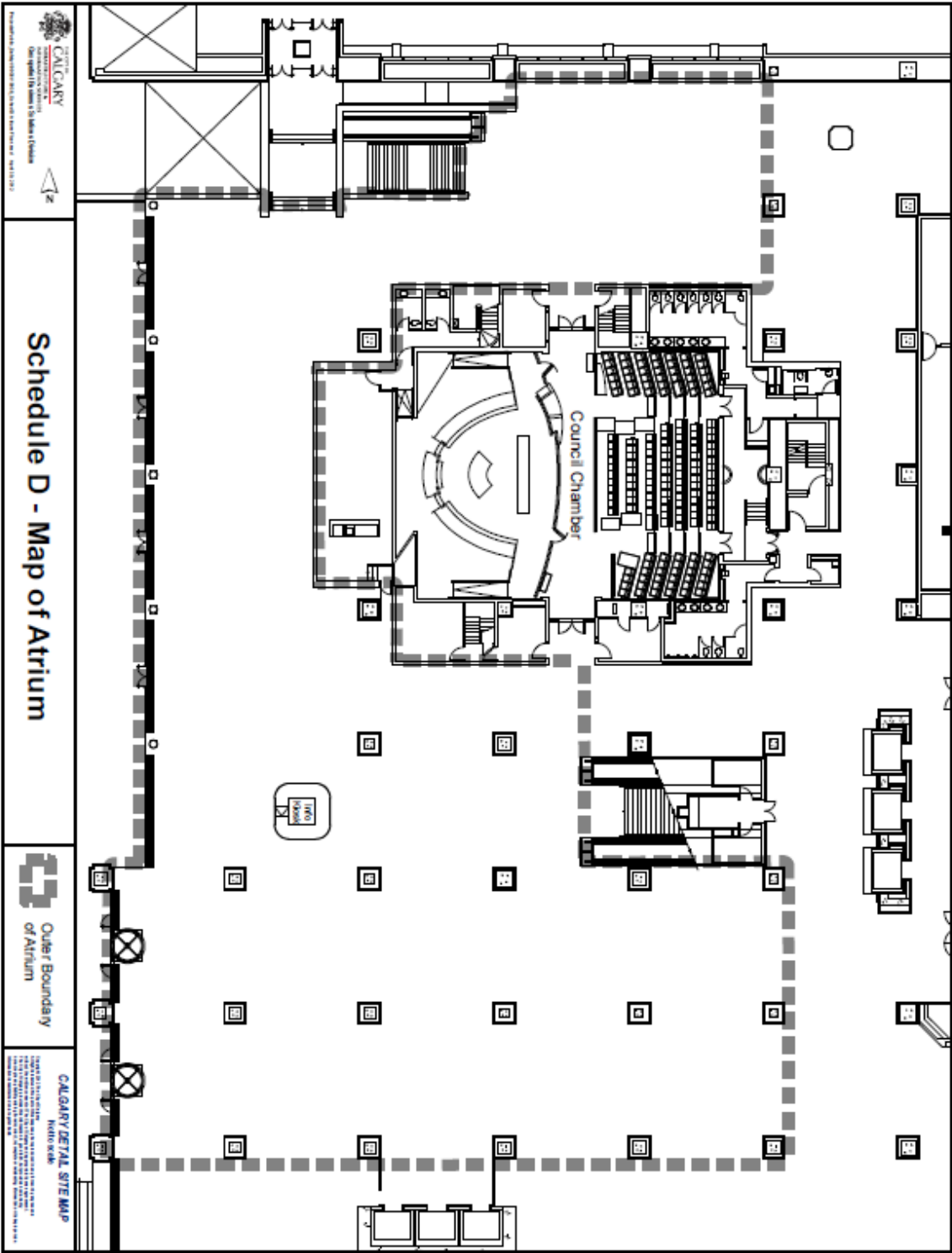
SCHEDULE "B"



SCHEDULE "C"



SCHEDULE “D”



SCHEDULE "E"

