



**CITY OF WILLIAMS LAKE**  
**BYLAW NO. 2360**

**A BYLAW OF THE CITY OF WILLIAMS LAKE TO REGULATE SIGNAGE.**

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**WHEREAS** pursuant to Section 526 of the *Local Government Act* of the Province of British Columbia, Council may regulate the number, size, type, form, appearance, and location of any signs and may prohibit signs subject to Section 526(3);

**AND WHEREAS** pursuant to Sections 8(4) and 65 of the *Community Charter* of the Province of British Columbia, Council under Section 8(4) may by bylaw regulate and impose requirements in relation to the erection, placing, alteration, maintenance, demolition, and removal of a sign, sign board, advertisement, advertising device or structure, or any class of them;

**AND WHEREAS** it is deemed desirable to regulate such signs and structures in the City of Williams Lake;

**NOW THEREFORE**, the Council of the City of Williams Lake, in open meeting assembled, enacts as follows:

**TITLE**

1. This bylaw may be cited as the “City of Williams Lake Sign Bylaw No. 2360, 2022”.

**REPEALS**

2. Bylaw No. 1062, being cited as the “Canopy and Awning Bylaw No. 1062, 1986”, and all amendments thereto are hereby repealed.

3. Bylaw No. 2153, being cited as the “City of Williams Lake Sign Bylaw No. 2153, 2012”, and all amendments thereto are hereby repealed.

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## PART I – ADMINISTRATION AND INTERPRETATION

### APPLICATION

4. Unless otherwise exempted by this bylaw, this bylaw is applicable to the erection, placement, display, *alteration*, or movement of *signs* on all private property and the placement of *off-site signs* and *sandwich board signs* on *highway* right-of-ways within the boundaries of the City of Williams Lake;
5. The purpose of this bylaw does not extend to:
  - a) *Signs* located inside a building that are not visible or intended to be visible from any *street*.
  - b) Building addresses containing *street* name and/or number only.
  - c) Name and/or address plates for private residences.
  - d) *Street* name and traffic *signs*.
  - e) Temporary residential *signs*.
  - f) Parking designation *signs*.

### DEFINITIONS

6. In this bylaw:

**“Abandoned Sign”** means a *sign* that advertises an activity, product, or service no longer conducted or available. Or a *sign* that has been left deserted, as by the *owner* or guardian; *abandoned*: a derelict *sign*.

**“Advertisement”** means any word, letter, model, picture, symbol, device, or representation, whether *illuminated* or not, and employed wholly, or in part for the purpose of *advertisement*, announcement, or direction.

**“Agent”** includes a firm, corporation, or other *person* representing the *owner* by written designation or contract and includes a hired tradesperson or *constructor* who may be granted a *permit* for work within the limitations of their licence.

**“Alteration”** means a change, repair, or modification of the construction or arrangement of any *sign* or *sign structure*.

**“Animated”** means action, or motion of all or any part of the *sign* but does not include a *digital and projected advertising display*.

**“Awning”** means a hood or cover, composed of non-rigid materials, which projects from the wall of a building.

**“Awning Sign”** means a *sign* which incorporates an *awning* in its design.

**“Banner Sign”** means any *sign* composed of material either enclosed or not enclosed in a rigid frame, which may be secured or mounted so to allow movement of the *sign* caused by airflow.

**“Billboard Sign”** means a *sign* which advertises goods, products, or services not sold on the premises on which the *sign* is located – *Billboard signs* are usually of the following types:

- a) Poster panel or bulletin mounted on a building wall or free-standing *structure* with advertising *copy* in the form of pasted paper;
- b) *Multi-Prism Sign* – alternating messages on the one display area; or
- c) Painted Bulletin – where the advertiser’s message is painted directly on the background of a wall or free-standing display area.

**“Balloon Sign”** means any *sign* composed of material either enclosed or not enclosed in a rigid frame, designed to be filled with gas, which may be secured or mounted so to allow movement of the *sign* caused by air movement.

**“Building Code”** means the British Columbia Building Code as adopted by the Minister responsible under provincial legislation, as amended or re-enacted from time to time.

**“Building Face”** means that portion of any exterior elevation of a building extending from *grade* to the eaves or the top of the *parapet wall* and the entire width of the building elevation.

**“Building Frontage”** means the linear length of a building directly facing a *street*.

**“Building Official”** means the *person* designated in or appointed to that position by the *City*, and includes a building inspector, plan checker, and plumbing inspector; For certainty the *Building Official* is the “Building Inspector” referred to in the Community Charter and Local Government Act.

**“Bylaw Enforcement Officer”** means an officer or employee of the *City* who has responsibility for inspection and enforcement relating to bylaw compliance.

**“Canopy”** means a permanent hood or cover which projects from the wall of a building but does not include a roof projection.

**“Canopy Sign”** means a *sign* attached to, constructed in, or constructed as part of a *canopy*.

**“City”** means the City of Williams Lake.

**“City Public Land”** means any road right of way, or land owned or occupied by the City of Williams Lake or any agency of the *City*, but excludes lands held by private interests pursuant to a land lease granted by the *City*.

**“Commercial/Industrial Park”** means an area outside the *City Centre* zoned for industrial or commercial use, where the group of businesses share the same zoning class, are located off of a *highway collector*; and are separately owned *parcels* of land.

**“Construct”** means to build, erect, install, repair, alter, add, enlarge, move, locate, relocate, reconstruct, demolish, remove, excavate, or shore.

**“Constructor”** means a *person* who *constructs*.

**“Construction Sign”** means a temporary *sign* placed or maintained in advance of occupancy of a building or *structure* under construction, indicating the name of the building or *structure*, the architects, engineers, contractors, or other information regarding the building or *structure*.

**“Copy”** means the wording of a *sign* in permanent or removable letter form, including figures, symbols, logos, and other things comprising the *sign*.

**“Copy Area”** means the area in square metres of the smallest geometric figure which could enclose the actual *copy* of a *sign*.

**“Council”** means the Municipal Council of the City of Williams Lake.

**“Digital and Projected Advertising Displays (DPAD)”** means a *sign* on which *copy* is changed or backlit automatically by electronic means and includes electronic LED *signs*, and tv screens.

**“Director”** means the Director of Development Services for the City of Williams Lake, or the designate.

**“Dwelling Unit”** means a suite operated as a housekeeping unit, used, or intended to be used by one or more *persons* and usually containing cooking, eating, living, sleeping, and sanitary facilities. For the purposes of this bylaw, a *dwelling unit* includes a residential unit in a community care facility, group residence, or seniors supportive or assisted housing.

**“Fascia”** means a flat, usually horizontal member of a building having the form of a flat band or broad fillet: such as a horizontal piece (such as a board) covering the joint between the top of a wall and the projecting eaves.

**“Face Sign”** means a flat *sign* which is attached to, marked, inscribed, painted, erected on, or placed against the *fascia* or wall of a building or *structure* and having the exposed face thereof on a plane approximately parallel to the plane of such *fascia* or wall.

**“Flag”** means any single piece of hanging fabric or *banner sign* containing the colours, patterns, or symbols of a government, political party, or other entity, and contains no commercial message.

**“Freestanding Sign”** means a *sign* erected as part of a free-standing frame, mast or pole, permanently fixed to the ground and not attached to any building.

**“Grade”** means the surface elevation of the ground where said ground is in contact with the applicable building, *sign*, or other *structure*.

**“Graffiti”** means any unauthorized drawing, *mural*, printing, or writing which is scribbled, scratched, sprayed, painted, or similarly placed directly on any surface by means of paint, ink, or other substance, or by chisel, hammer, stone, or other device, but does not include any of the following:

- a) *Signs*, notices, and traffic control devices authorized by any *City* bylaw or provincial or federal legislation; or
- b) *Murals* approved in accordance with this bylaw.

**“Height”** means the vertical distance measured from the average level of finished *grade* to the highest point of the *sign*, including supportive framework or bracing.

**“Highway”** means a public *street*, road, path, lane, walkway, trail, bridge, viaduct, thoroughfare, and any other public way, but specifically excludes private right-of-way on private property.

**“Highway Collector”** means a *street* that carries traffic from local *highway* to arterial *highway* (as defined in the Subdivision and Development Servicing Bylaw) and includes the principal entrance *streets* for circulation of traffic within such a subdivision.

**“Home Occupation Sign”** means any *sign* for the purpose of advertising a business operated from a residential dwelling that is consistent with a valid City of Williams Lake Business Licence.

**“Identification Sign”** means a *sign* which is limited to the name, address, or number of a building, institution, or *person*, or a description of an activity carried on in the building or institution.

**“Illuminated”** means artificially lighting by a deliberate means in which an artificial source of light is used to make the message readable on the *sign* and shall include internally and externally lighted *signs* and reflectorized, glowing, or radiating *signs*.

**“Lot”** means the smallest unit in which land is designated as a separate and distinct *parcel* as shown on the records of the Land Titles Office.

**“Lux”** means a unit of illumination equal to the direct illumination on a surface that is everywhere one metre from a uniform point source of one candle intensity or equal to one lumen per square metre.

**“Multi-Prism Sign”** means a *sign* made with a series of triangular vertical sections that turn and stop, or index, to show three pictures or messages in the same area.

**“Mural”** means any authorized – by City bylaw or Council approval – painting, drawing, sketching, or other markings that are inscribed, painted, or otherwise applied directly upon any building, wall, fence, or any other structure, and does not include any advertising content or logos.

**“Non-Conforming Sign”** means any *sign* which was lawfully erected pursuant to a *permit* prior to this Bylaw and being maintained at the passage of this bylaw but fails to conform to all applicable regulations and restrictions of this bylaw.



**“Off-Site Sign”** means a *sign* which directs attention to a business, commodity, service, or entertainment, not exclusively related to the *premises* on which the *sign* is located, or to a business, commodity, service, or entertainment which is conducted, sold, or offered elsewhere than on the *premises* on which the *sign* is located.

**“Owner”** means the registered *owner* in fee simple, or an *agent* duly authorized by the *owner* in writing in the form attached as Schedule C.

**“Parapet/Parapet Wall”** means that portion of a perimeter building wall that rises above the roof level.

**“Parcel”** means the smallest unit in which land is designated as a separate and distinct *parcel* as shown on the records of the Land Titles Office.

**“Pennant”** means any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually designed to move in the wind.

**“Penthouse”** means a *structure* projecting above a building roof or parapet, housing a suite, elevator shaft, or stairwell; or forming a wall or screen around equipment mounted on the roof.

**“Penthouse Sign”** means a *face sign* attached to a *penthouse*.

**“Permit”** means permission or authorization in writing by the *Building Official* to perform work regulated by this bylaw.

**“Person”** means and includes an association, corporation, firm, individual, organization, partnership, party, or society.

**“Political Campaign Sign”** means a temporary *sign* primarily intended to promote the activities or cause of any political group or entity, or to encourage or discourage any *person* from voting in any manner at an election or public referendum, whether Federal, Provincial, or Municipal.

**“Portable Sign”** means any *sign* not permanently attached to the ground or to a building.

**“Premises”** means an area of land with its appurtenances and buildings, which may be sold or leased as a unit because of its unity of use. A premise may include a separately leased portion of a building or a building and *lot*.

**“Projecting Sign”** means a *sign* which projects from the *building face*, excluding an *awning sign*, *canopy sign*, or *face sign*.

**“Public Institution”** means a college, hospital, civic building, museum, golf course, or other such attraction.

**“Pump Island”** means a fuel pump or series of fuel pumps.

**“Registered Professional”** means a *person* who is registered or licensed to practice as an architect under the Architects Act, or a *person* who is registered or licensed to practice as a professional engineer under the Engineers and Geoscientists Act.

**“Real Estate Sign”** means any *sign* that gives notice of a business or real property offered for sale, rent, lease, development, or exchange.

**“Roof Line”** means the horizontal line made by the intersection of the wall of the building with the roof of the building. In the case of a building with a sloped roof, the *roof line* shall be deemed to follow the top line of the *fascia* or the top line of a mansard roof. In the case of a *parapet/parapet wall*, the *roof line* shall be deemed to follow the top of the *parapet/parapet wall* for the horizontal extent of said *parapet/parapet wall*.

**“Sandwich Board Sign”** means a *freestanding sign* intended for temporary use during business hours and is a non-*illuminated* (no electrical power) *sign* consisting of two flat faces/surfaces joined at one end and resting on the ground.

**“Setback”** means the minimum horizontal distance measured from the respective *lot lines* or natural boundary to any building or *structure* or part thereof, as in building *setbacks*.

**“Sign”** means any device or medium including its *structure* and component parts which is used or intended to be used to attract attention for the purpose of information, direction, identification, or promotion of a place, *person*, product, service, or activity.

**“Sign Area”** means the total area within the outer edge of the frame or border of a *sign*. Where a *sign* has no frame, border, or background, the *sign’s area* shall be the area contained within the shortest line surrounding the whole group of letters, figures, or other things comprising the *sign*. In the case of a multi-faced *sign*, only that face or faces which can be seen from any one direction at one time shall be deemed a *sign area*. The *sign area* shall not include the *sign structure*.

**“Sign Structure”** means a *structure* that is capable of, or intended for supporting any *sign* face, except for the building *structure*, which in turn is supported by the ground or by a building or *structure* which is not an integral part of the *sign*.

**“Site”** means any *lot* or number of *lots* that are of sufficient area and dimension to meet minimum zoning requirements for size, coverage, and use, and any other zoning regulation regardless of the presence of internal legal boundaries, which is used for a single purpose or development.

**“Street”** means a public *highway*, road, road allowance, or sidewalk within a road allowance or thoroughfare which affords the principal means of access to abutting *lots*.

**“Street Frontage”** means the distance over which a *site* shares a common boundary with a road right of way, from one *lot* line intersecting that road right-of-way to the furthest distant *lot* line intersecting that same road right of way.

**“Structure”** means a construction of any kind, whether fixed to, supported by, or sunk into land or water, or attached or affixed to any other construction and includes buildings and fences.

**“Suspended Sign”** means a *sign* attached to the underside of an *awning* or a *canopy*.

**“Unlawful Sign”** means:

- a) A *sign*, other than a *non-conforming sign*, which does not comply with the provisions of this bylaw, or any other bylaw of the *City*;
- b) An *abandoned sign*;
- c) Any *sign* which the *Building Official* may declare to be dangerous to the public safety by reasons of dilapidation; or
- d) Any *sign* for which a required insurance policy has lapsed or been cancelled for any reason whatsoever.

**“Window Sign”** means a *sign* affixed to the inside of a window of a building in view of the general public.

**“Zone”** means a land use established by the current Zoning Bylaw of the City of Williams Lake and amendments thereto.

## **SCHEDULES**

7. Schedule A through E are attached to and form part of this bylaw.

## **SEVERABILITY**

8. If a section, subsection, paragraph, subparagraph, or phrase of this bylaw is for any reason declared invalid by a court of competent jurisdiction, the decision will not affect the validity of the remaining portions of this bylaw.

## **GENERAL PROVISIONS**

### **General Compliance:**

9. No *person* shall erect, *construct*, alter, move, or otherwise establish a *sign* within the *City* unless the *sign* conforms with this bylaw and all other bylaws of the *City* and any applicable regulations of the provincial Ministry of Transportation.

### **Non-Conforming Signs:**

10. A *non-conforming sign* may be maintained so long as it is in a safe condition. A *non-conforming sign* shall not be rebuilt, reconstructed, altered, or moved except in conformity with the provisions of this bylaw. If a *sign* or any part of a *sign* is located on or over *City* property or a road right-of-way, the *owner* of the property may be required to enter into an encroachment agreement with the *City* to be registered on the subject property. The fee for the registration of such an agreement in the Land Titles Office will be the responsibility of the applicant and will be billed by the *City* according to the Land Titles and Survey Authorities fee structure for registration of a charge.

11. A *person* is not required to enter into an encroachment agreement subject to meeting the following provisions:

- a) Drawings show a minimum clearance of 2.75 metres vertical clearance above *grade*, and a maximum horizontal projection of 0.6 metres into the sidewalk; and
- b) The *owner* of the property shall obtain liability insurance and enter into an indemnification agreement with the *City* as set out in Section 17 under “Liability” as an alternative to entering into an encroachment agreement.

**Bylaw Conflicts:**

12. If any portion of this bylaw is found to be in conflict with any other bylaw of the *City*, the provisions which establish the most restrictive provisions shall prevail and nothing in this bylaw shall be taken to relieve any *person* from complying with the provisions of any other bylaw of the *City*.

**Maintenance of Signs:**

13. All *signs* shall be structurally sound and free from all hazards caused or resulting from decay or the failure of structural members, fixtures, lighting, or appurtenances.
14. All faces within a *sign* box shall remain free of defects. *Sign* box faces must contain *copy* related to a currently operating business or be blank. *Sign* boxes without a face are not permitted.
15. All *signs* shall be maintained in readable and clean condition and the site of the *sign* shall be kept free of weeds, debris, and rubbish.
16. Routine *sign* maintenance does not require a *permit* but shall conform to all other requirements of this bylaw.

**Liability:**

17. Whenever any *sign* is installed or erected either wholly or partially over public property or a road allowance, the *owner* shall obtain and at all times maintain in full force and effect a policy of liability insurance covering bodily injury and/or property damage for claims arising out of the ownership of such *sign* in the minimum amount of \$3,000,000 for as long as the *sign* or any portion thereof remains over public property.
18. The City of Williams Lake shall be named as co-insured on any such insurance policy. An endorsement in the form set out in Schedule B to this bylaw shall form a part of such insurance policy. The *owner* shall provide the *City* with a certified copy of such insurance policy and any renewal thereof. In the event that the *owner* does not maintain such insurance, or allows such insurance to lapse without renewal thereof, the *permit* used for such *sign* shall be deemed to be revoked and the *owner* shall have the *sign* removed.
19. In addition to the maintenance of the insurance in accordance with the above paragraph, every *owner* of a *sign* which is installed or erected over public property shall enter into an agreement with the *City* in the form set out in Schedule A to this bylaw to indemnify against, and save the *City* harmless from any and all liability resulting from injury to *persons* or damage to property which results from the presence, collapse, or failure of the *sign*.

**Signs Permitted in All Zones:**

20. The following *signs* shall be permitted within all *zones* and shall be exempt from the requirement to obtain a *permit*, provided however, that no *sign* shall obstruct any electric light, power, or telephone wire, and all other provisions of this bylaw are met:

- a) Traffic control *signs* as defined in the “*Motor Vehicle Act*”, subject to the provision of said Act;
- b) *Signs* to be maintained or posted by Law or Governmental Order, Rule, or Regulation;
- c) Memorial plaques, cornerstones, historical tablets, and the like;
- d) Onsite direction *signs*, not exceeding 1 square metre each in area, intended to facilitate the movements of pedestrians and vehicles within the *site* upon which such *signs* are located;
- e) No Trespassing, No Dumping, and No Shooting *signs*, not exceeding 0.5 square metres each in area;
- f) Temporary *signs* pertaining to events for community causes and charitable fundraising campaigns or recognized civic, philanthropic, educational, or religious organizations, provided that such *signs*:
  - (i) Shall not be established more than thirty days prior to the event and shall be removed not later than four days after the event;
  - (ii) Shall be of such size and design and posted at such locations for such periods as determined by the Manager of Public Works; and
  - (iii) No *person*, *owner*, or tenant shall allow an electrical cord for a temporary *sign* to pass over a sidewalk, pedestrian walkway, roadway, driveway, aisle, or parking space;
- g) *Political campaign signs* are permitted in all *zones* only during Federal, Provincial, or Municipal election or referendum periods per Provincial and Federal legislations, on behalf of candidates for public office or referendum on election ballots provided that such *sign* shall be removed within four days following the general voting day. Such *signs* shall not be installed:

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- (i) On or over a *street*, including any boulevards or public right of ways;
  - (ii) On private property, without the written consent of the property *owner* where the *sign* will be located;
  - (iii) Within three 3 metres of a fire hydrant;
  - (iv) If it exceeds 2 metres in *height*, as measured from the *grade* of the *site* to the top of the *political campaign sign* or its supporting *structure*, whichever is greater;
  - (v) With a *sign* face exceeding 1.5 square metres in area; and
  - (vi) In a manner that it obstructs, simulates, or detracts from the visibility of regulatory *signs* or other traffic control devices;
- h) *Flags, Pennants, or Emblems* of political, civic, philanthropic, educational, or religious organizations.
- i) Temporary *real estate signs* advertising the sale, lease, or rental of a *lot* or *premises* are permitted in all *zones*, provided that such *signs*:
- (i) Are removed immediately upon completion of a lease, rental, or sale of the property to which the *sign* refers;
  - (ii) Shall only be present on the property of active listings, however, directional signage may be permitted on private property with the written consent of a property *owner* and shall be limited to one directional *sign* per property;
  - (iii) Are not *illuminated*;
  - (iv) That are “Open House” *signs* are removed upon completion of the open house; directional signage for an open house may be permitted on public or private property with the permission of the property *owner*, but must be removed on the same day of the open house;

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- (v) Are no larger than 2 square metres and shall not exceed 1.8 metres in maximum *height* in a residential *zone*, and are no larger than 10 square metres in area, and unless attached to a building shall not exceed a *height* of 2.5 metres above *grade* in all non-residential *zones*; and
  - (vi) Not more than two *real estate signs* for each fronting *street* shall be permitted;
  - j) *Home occupation signs* shall be limited to 1.0 square metre in area;
  - k) Temporary *construction signs* indicating the name and nature of a construction or demolition project, including the names of the contractors, sub-contractors, the entity providing the finances, and the professional advisors, provided that such *signs*:
    - (i) Do not exceed 3.0 square metres of area in residential *zones*, and 6.0 square metres in all other *zones*;
    - (ii) Erect only one temporary *construction sign* for each *street* fronting the construction project; and
    - (iii) Shall be limited to a period not to exceed the duration of the construction project;
  - l) *Sandwich board signs* are permitted in all *zones* subject to the following:
    - (i) The *sign* must be located either on the property or located along the frontage of the said business;
    - (ii) The *sign* does not exceed the *height* of 1.2 metres;
    - (iii) Not more than one *sandwich board sign* shall be permitted for each business holding a valid business licence with a maximum of two *sandwich board signs* permitted per *building frontage*;
    - (iv) They are not located within 6 metres of an intersection measured from the nearest curb of the intersection;
    - (v) They shall not be sited less than 0.31 metres from the back of the curb or the edge of the road if a curb is not in place;



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- (vi) In the case of a *sandwich board sign* on a public sidewalk or walkway, there must be a minimum 1.8 metre wide, unobstructed pedestrian corridor after the *sign* is installed so as not to disrupt pedestrians using the sidewalk or walkway;
  - (vii) The *sandwich board sign* shall not be installed in a location that will interfere with parking meters, crosswalks, landscape planters, *street* furniture, *street* trees, and fire hydrants;
  - (viii) The *sign* holder must endorse the *City* on their insurance policy if a sandwich board is to be placed on public property or road right-of-way; and
  - (ix) *Sandwich board signs* must not fall into a state of disrepair;
  - m) *Signs* on farms advertising farm produce for sale, provided that such *signs*:
    - (i) Shall be located only upon the *lot* to which the *sign* refers;
    - (ii) Shall not be larger than 3 square metres in area;
    - (iii) Shall be non-*illuminated*; and
    - (iv) Remain only for the period that the agricultural product is available;
  - n) *Window signs*, provided that such *signs*:
    - (i) Do not project from the window they are placed in;
    - (ii) Are not placed within a window required for secondary egress;
    - (iii) Do not obstruct or restrict access to any door or window hardware; and
    - (iv) Are constructed of non-combustible material if placed on a required exit door; and

- o) *Public institution signs* indicating the location of a *public institution*, provided that such *signs*:
  - (i) Be limited to two signs containing a maximum of 0.5 square metres of sign area each, per institution or facility; and
  - (ii) Have a maximum *height* that does not exceed 2 metres above *grade*.

**Signs Prohibited in All Zones:**

21. *Signs* not specifically permitted in this bylaw are hereby prohibited, and without restricting or limiting the generality of this bylaw, the following *signs* are prohibited:

- a) *Off-site signs* are prohibited, except the following:
  - (i) A *digital and projected advertising display* may, in addition to advertising the business located on the *lot* where the *sign* is located, advertise businesses and/or events located elsewhere in the *City*;
  - (ii) *Public institution signs*;
  - (iii) Temporary *signs* advertising special events for community causes and charitable fund-raising campaigns;
  - (iv) Temporary *signs* advertising special events or sales for businesses shall be permitted only on private property with the written permission of the property *owner*;
  - (v) Temporary *signs* are permitted provided that the *sign* does not exceed 3.0 square metres in area, and the maximum *height* of the *sign* does not exceed 2.5 metres;
  - (vi) A maximum of one temporary *sign* is permitted on a property fronting each *street* abutting a *lot*, except where the *lot* has more than 75 metres of *street frontage*, one additional temporary *sign* may be erected for each full additional 75 metres of *street frontage*; and
  - (vii) Mobile or human held signage as advertising is permitted within commercial *zones* on a *City* sidewalk or boulevard only;

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- b) Backlighting or animation of *signs* is not permitted in residential and agricultural *Zones*;
  - c) Balcony *signs* and *signs* mounted on or supported on a balcony are prohibited;
  - d) *Billboard signs* are prohibited;
  - e) Any *sign* that obstructs windows, fire escapes, exits, utilities, municipal works, pedestrian or vehicular traffic, or any part of a doorway is prohibited;
  - f) *Abandoned signs* located on *premises* which become vacant or unoccupied for a period greater than 90 days are prohibited;
  - g) *Signs* which bear or contain statements, words, or pictures that the Canadian Human Rights Act specifically recognizes, or those considered obscene, pornographic, or of an immoral character, or which contain advertising matter which is untruthful, are prohibited;
  - h) *Banner signs* are prohibited unless permitted by the Director of Development Services;
  - i) *Signs* which by reasons of their size, message, location, movement, content, colouring, or manner of illumination, may be confused with or construed as a traffic control *sign*, signal, device, or the light of an emergency or road equipment vehicle, or which hide from view any traffic or *street sign*, or traffic signal or device, are prohibited; and
  - j) *Signs* which emit audible sounds, odours, or visible matter are prohibited.

## PART II – SIGN SPECIFICATIONS

### AWNING AND CANOPY SIGNS

22. For the purposes of this Bylaw an *awning* and *canopy* shall be considered as part of an *awning or canopy sign*.
23. Subject to the absolute limit of 1 metre horizontal clearance from the curb line of a *street*, the maximum horizontal projection of an *awning or canopy* over a *street* shall not exceed 2 metres.
24. The minimum *height* of an *awning or canopy* shall be 2.75 metres above grade.
25. An *awning or canopy* installed under this Bylaw shall be wholly supported by the building to which it is attached and shall have no structural or decorative support posts or columns installed in, or over the *highway*.
26. The maximum *copy area* shall be no more than 40% in area of the face of the *awning or canopy*.
27. The *awning or canopy* shall be in conformance with the Building Bylaw.
28. The maximum *height* of an *awning or canopy sign* shall not be higher than the *roof line* of the building to which it is attached.
29. No *awning or canopy sign* shall extend or project above the upper edge of the *awning or canopy*.
30. *Awnings* and canopies shall be designed so that storm water will not be directed into the *highway* from the edges of the *awning or canopy*. Drainage through the building shall be an integral part of the design of an *awning or canopy*.
31. Where property is adjacent to an intersection of a lane and a *highway*, no *awning or canopy* shall be installed within 1.2 metres from the corner of the property adjacent to the intersection.

### SUSPENDED SIGNS

32. The minimum clearance of a *suspended sign* shall be 2.5 metres from grade;

33. No *suspended sign* shall extend horizontally beyond the limits of the *awning or canopy*;
34. The maximum vertical dimension of a *suspended sign* shall not exceed 300 millimetres; and
35. The maximum *sign area* of a *suspended sign* shall be 0.6 square metres.

### **FACE SIGNS**

36. Only the *building face* to which a *face sign* is attached shall be used for *sign area* calculation.
37. The maximum *sign area* shall be no more than 40% in area of the entire *building face* to which it is attached.
38. A *face sign* shall not project beyond 450 millimetres from the *building face* to which it is attached.
39. A *face sign* shall not extend above the sill of any window above such *sign* or above guard rails or balustrades immediately above such *sign*.
40. No part of a *face sign* shall project more than 0.5 metres above the *roof line* of the building to which it is affixed.
41. A *face sign* may project over a *street* subject to the requirements of this bylaw.
42. *Face signs* which project over a *street* shall have a minimum *height* of 2.75 metres above grade.
43. A *face sign* attached to a fence shall be no more than 25% of the fence area to which it is attached.

### **FREESTANDING SIGNS**

44. Where a *freestanding sign* projects over a vehicular traffic area such as a parking lot or driveway, a minimum clearance of 4.4 metres shall be maintained.
45. Any portion of a *freestanding sign* shall not be located closer than 1.5 metres to the point of the intersecting *street* lines.

46. Any portion of a *freestanding sign* shall not be located closer than 1.5 metres to any adjoining *lot*.
47. A *freestanding sign* shall not be installed or project on or over a *street*.
48. *Illuminated freestanding signs* shall be connected to an underground electrical supply.
49. No stabilizing wires shall be used for a *freestanding sign*. The support *structures* shall be an integral part of the design.
50. No *freestanding sign* shall obscure a pedestrian or driver's line of vision from a *street*, access road, or sidewalk to oncoming traffic.

### **PENTHOUSE SIGNS**

51. The *sign area* of a *penthouse sign* shall not exceed 0.10 square metres per lineal metre of *building frontage* facing a *street*;
52. The maximum penthouse sign area shall not exceed 6.0 square metres;
53. *Penthouse signs* shall be affixed in a plane parallel to the wall of the *penthouse*; and
54. No more than one *penthouse sign* per exterior *penthouse* wall shall be installed on a building.

### **PROJECTING SIGNS**

55. The minimum clearance *height* of a *projecting sign* shall be 2.75 metres from *grade* where it projects over a *street* or a path of travel.
56. *Projecting signs* shall have a maximum vertical height of 2 metres on single storey buildings plus an additional 1.6 metres for every storey thereafter.
57. A *projecting sign* is permitted to extend 0.3 metres above the *roof line* of the building to which it is attached.
58. Subject to the absolute limit of 1 metre horizontal clearance from the curb line of a *street*, the maximum horizontal projection of a *projecting sign* over a *street* shall not exceed 2 metres.

59. No *projecting sign* may project more than 250 millimetres for each metre of distance between the *sign* and the nearest intersecting property line or lease line of the *premises* to which it refers.
60. Subject to the requirements of this bylaw, where a *projecting sign* projects over a *street*, such *permit* will require:
- (a) An Indemnification Agreement as set out in Schedule A of this bylaw;
  - (b) An Endorsement of Insurance Policy as set out in Schedule B of this bylaw; and
  - (c) The *owner* of the property will be required to enter an Encroachment agreement with the *City* to be registered on the subject property. The fee for the registration of such an agreement in the Land Titles Office will be the responsibility of the Applicant and will be billed by the *City* according to the Land Titles and Survey Authorities fee structure for registration of a Charge.

#### **PORTABLE SIGNS (EXCEPT SANDWICH BOARD SIGNS)**

61. The maximum *height* of any *portable sign* shall not exceed 2 metres above *grade*, and shall not exceed an area of 3.0 square metres.
62. *Portable signs* shall not be located on a *street*, road allowance, or other public place, or in a manner that obscures *street* vision.

#### **CANNABIS RETAIL SIGNS**

63. Cannabis retail stores shall prominently display a *sign* on the *premises* indicating that no *persons* under 19 years of age are permitted on the *premises*.
64. Cannabis retail *signs* may only display the name, logogram, address, hours of operation, and contact information of the business.
65. *Portable signs* or *sandwich board signs* located in the public right-of-way in front of a cannabis business are prohibited.
66. No *person* shall place, allow, or maintain any *off-site sign*, or any other form of commercial advertising for cannabis, cannabis products, commercial cannabis activity, or any business engaged in any commercial cannabis activity.

67. Shall comply with all regulations of the Liquor and Cannabis Regulation Branch.

### **CANNABIS INDUSTRIAL SIGNS**

68. Cannabis industrial *sites* shall prominently display a *sign* on the *premises* indicating that no *persons* under 19 years of age are permitted on the *premises*.

69. Cannabis industrial *signs* may only display the name, logogram, address, hours of operation, and contact information of the business.

70. *Off-site signs* are prohibited.

71. Shall comply with all regulations of the Liquor and Cannabis Regulation Branch.

### **ILLUMINATED SIGNS**

72. Must not be *illuminated* from below.

73. If externally *illuminated*, be equipped with a shield directing light downwards, or be installed on a downward angle.

74. If an *awning* or *canopy sign*, any lighting source must be contained and concealed under the *awning* or *canopy*.

### **DIGITAL and PROJECTED ADVERTISING DISPLAYS (DPAD)**

75. The minimum duration of a display shall be 8 seconds.

76. Transitions between successive displays must last less than 0.25 seconds with no visual effects including, but not limited to:

- a) Fades;
- b) Dissolves; or
- c) Animations.

77. Shall not use message sequencing or scrolling text. Message sequencing refers to the segmentation of a single message over multiple successive display phases on a single DPAD.

78. Shall not display video, animation, flashing, movement, or appearance of movement.



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79. Shall not display advertising content that interacts with or is specific to individual drivers or vehicles through any observed or obtained personal information.
  80. Must be equipped with ambient light sensors which adjust display brightness due to time of day and surrounding conditions.
  81. Shall have a maximum illuminance of 0.3 foot-candles or 3.2 *lux* above ambient light levels.
  82. Must default to a black screen if the DPAD malfunctions.
  83. Shall not interfere or overlap with the line of sight of any traffic control devices or signal heads.
  84. Shall not be placed within an outward distance of 300 metres measured from the centreline or centre of Decision Making Points including, but not limited to:
    - a) Signalized intersections;
    - b) Interchanges;
    - c) Pedestrian crossings;
    - d) At-grade railroad crossings; and
    - e) Roundabouts.
  85. Must be at least 30 metres from a *dwelling unit* facing the *copy area* of the sign;
  86. Shall have a maximum screen size of 4 square metres on a *site* less than 0.4 hectares, and a maximum screen size of 8 square metres on a *site* equal to or greater than 0.4 hectares; and
  87. May be subject to a review by the Traffic Advisory Committee to determine whether or not it will pose a distraction to drivers.

### **ANIMATED SIGNS**

88. Can be installed in the form of a *freestanding, projecting, face, or rooftop sign*.
89. Must meet all the regulations within this bylaw associated with the related *sign type*.
90. Shall not be placed within an outward distance of 300 metres measured from the centreline or centre of Decision Making Points including, but not limited to:
  - a) Signalized intersections;
  - b) Interchanges;
  - c) Pedestrian crossings;

- d) At-grade railroad crossings; and
- e) Roundabouts.

91. Will be subject to the requirements for *illuminated* or *digital and projected advertising displays* if, in addition to the animation, it features an electronic screen or an artificial light source.
92. May be subject to a review by the Traffic Advisory Committee to determine whether or not it will pose a distraction to drivers.

### **ROOFTOP SIGNS**

93. Shall require a structural engineer to review roof loading and attachment.
94. The maximum *height* of a rooftop sign shall be 2 metres above the *roof line*.
95. The proposed sign plan must show an exceptional effort toward creating visual harmony among natural views, and other architectural elements of the building *structure*.
96. Must be constructed so as not to block the natural view.
97. Third-party advertising is prohibited.

### **MURALS**

98. Must not contain advertising of any *person*, business, organization (including non-profits), or product.
99. Are permitted to cover up to 100% of the wall area on which they are placed.
100. If a *face sign* is to be placed on the same *building face* as the mural it shall have a maximum *sign area* of no more than 10% of the *building face* to which it is attached.
101. Maintenance of *murals* is the responsibility of the property owner. The *City* has the right to remove *murals* if not maintained.
102. Any *mural* not approved by means of a *sign permit* shall be considered *graffiti*.
103. Murals shall be exempt from any *sign permit* fees.

### PART III – REGULATIONS FOR SIGNS IN ZONES

104. *Signs* for which a *permit* is not required as set out in Part I, Section 20 of this bylaw are permitted in any *zone* in the *City*.

#### RESIDENTIAL AND ACREAGE RESERVE ZONES

105. No *sign* shall be erected, placed, or maintained in a residential or acreage reserve *zone* as designated by the *City's* Zoning Bylaw, except the following:

- (a) *Signs* for home identification purposes, provided the total area of such *signs* do not exceed 1.0 square metre, and are not *illuminated* or *animated*;
- (b) One *sign* fronting each *street* abutting the *lot* to advertise a permitted business in the rural residential or acreage reserve *zone*, provided that the *sign* does not exceed 3.0 square metres in area, the maximum *height* of the *sign* does not exceed 2.5 square metres, and the *sign* is not *illuminated* or *animated*;
- (c) One *face* or *freestanding identification sign* for an apartment building or mobile home park located in the R-3, R-4, R-5, or R-6 *zones*, provided that the *sign* is not more than 3.0 square metres in area, the *sign* is not *animated*, and the maximum *height* of a *freestanding sign* is 2.5 metres; and
- (d) Neighbourhood *signs* indicating a specific neighbourhood, such as “Westridge Estates” or “Pine Tree Village”, provided that:
  - (i) They do not exceed 3.0 square metres in area;
  - (ii) They do not exceed 3 metres above grade in *height*;
  - (iii) They are located within the neighbourhood to which they refer; and
  - (iv) No more than two neighbourhood *identification signs* shall be allowed for each neighbourhood.

## **INSTITUTIONAL ZONES**

106. No *sign* shall be erected, placed, or maintained in any institutional *zone* as designated by the *City's* Zoning Bylaw, except the following:

- (a) *Identification signs* in the form of *face* or *freestanding signs*, provided that:
  - (i) The total area of all *face signs* shall not exceed 40% of the area of the entire *building face* upon which it is placed; and
  - (ii) The total area of a *freestanding sign* shall not exceed 6.0 square metres and the maximum *height* of a *freestanding sign* shall be 5.0 metres. A *freestanding sign* is permitted to have a zero setback, provided that sight triangles are maintained at intersections and driveways.

## **COMMERCIAL AND INDUSTRIAL ZONES**

107. No *sign* shall be erected, placed, or maintained in an industrial or commercial *zone* as designated by the *City's* Zoning Bylaw, except the following:

- (a) One *commercial/industrial park sign* is permitted for an area outside the *City Centre* zoned for industrial or commercial use, where the group of businesses share the same zoning class. In the case of commercial parks that share a contiguous parking area, are located off a *highway collector*, and are separately owned *parcels* of land, the *signage* must meet the following requirements:
  - (i) A lease agreement must be signed over the area of land where the *sign* is being erected;
  - (ii) The *sign* shall have a maximum *height* of 10 metres;
  - (iii) The *sign* must comply with the line of sight and *setback* requirements under the *City's* Zoning Bylaw; and
  - (iv) The property *owner* is required to carry Liability Insurance of \$3,000,000;

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- (b) One *freestanding sign* fronting each *street* abutting a *lot*, except where the *lot* has more than 75 metres of *street frontage*, one additional *freestanding sign*, except in the case of a *lot* containing cannabis industrial use, may be erected for each full additional 75 metres of *street frontage*, provided that:
- (i) The *freestanding signs* do not exceed a *height* of 10 metres and a *sign area* of 0.6 square metres per lineal metre of *street frontage*, up to a maximum *sign area* of 24.0 square metres per allowable *sign*;
- (c) *Signs* for each separate business or *premises* on a *lot* in the form of *face*, *awning* or *canopy*, *suspended*, or *projecting signs*, fronting each *street* abutting the *lot* on which the *sign* is located, provided that:
- (i) The total area of *face signs* shall not exceed 40% of the entire *building face* to which it is attached; and
- (ii) The total area of *awning* or *canopy signs* shall not exceed 0.6 square metres per metre of *awning/canopy face*, but in no case shall the total *sign area* exceed 40% of the area of the face of the *awning/canopy*;
- (d) Where a *premises* has an exposed *building face* which does not have *street frontage*, one additional *face sign* having a maximum area not exceeding the allowable *face sign area* for the *building frontage* shall be permitted for each such *building face*;
- (e) *Portable signs* provided that all *portable signs* on any *lot* do not exceed a *sign area* of 3.0 square metres;
- (f) *Balloon signs* or other gas-filled figures provided that:
- (i) The *setback* distance is equal to or greater than the overall *height* of the *sign* or figure;
- (ii) It must be placed at a location that does not interfere with the line of sight of vehicles;

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- (iii) It is not placed within an outward distance of 300 metres measured from the centreline or centre of Decision Making Points including, but not limited to:
- Signalized intersections;
  - Interchanges;
  - Pedestrian crossings;
  - At-grade railroad crossings; and
  - Roundabouts;
- (iv) It must be secured directly to the ground or building it is placed on by a minimum of three points to prevent the *sign* or figure from tipping over; and
- (v) No *person, owner, or tenant* shall allow an electrical cord for a *balloon sign* to pass over a sidewalk, pedestrian walkway, roadway, driveway, aisle, or parking space;
- (g) Service stations may, in addition to all other allowable signage, have one *sign* per *pump island*, provided that the *sign* shall not exceed a maximum *height* of 3 metres above the *pump island* and shall not extend beyond the *pump island* at either end; and
- (h) A *digital and projected advertising display* as specified in Part 1, Section 21, Subsection (a), Clause (i), “*Signs Prohibited in All Zones*” of this bylaw, provided that the *sign* consists of or replaces all other allowable freestanding and *projecting signs* on the property.

## PART IV – SIGN PERMITS

### PERMIT REQUIREMENTS

108. Except as provided under Part 1, Section 20, “*Signs Permitted in All Zones*” of this bylaw, no *person* shall erect, *construct*, alter, paint, move, or otherwise establish a *sign* within the *City* unless they hold a valid and subsisting *permit* issued pursuant to this bylaw.
109. No *person* shall commence or continue work on a *sign* after the *Building Official* has ordered cessation thereof.
110. No *person* shall erect, *construct*, alter, move, or otherwise establish a *sign* that is at variance with the conditions of the *permit* including the description, plans, and specifications of the *sign* for which the *permit* has been issued unless such change has been approved in writing by the *Building Official*.
111. Unless authorized by the *Building Official*, no *person* shall reverse, alter, deface, cover, remove, or in any way tamper with any notice or certificate posted on or fixed to any *sign* pursuant to any of the provisions of this bylaw.
112. No *person* shall interfere with or obstruct any entry of the *Building Official* onto land or *premises* as authorized by this bylaw.
113. *Sign permit* applications shall be accompanied by the prescribed *permit* fees as set out in Part IV, Section 121 of this bylaw.

### PERMIT APPLICATION

114. An application for a *sign permit* under this bylaw must:
- (a) Be made in the form attached as Schedule C and signed by the *owner*, or a signing officer if the *owner* is a corporation;
  - (b) Include copies in duplicate of specifications and drawings to a scale of not less than 1:100 showing:
    - (i) The dimensions, *sign maker’s* name, and weight of the *sign* and, where applicable, the dimensions of the wall or *fascia* surface of the building to which it is to be attached;

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- (ii) The dimensions and weight of the *sign's* supporting members, including the method of attachment and specifications of the structural member to which attachment is to be made;
  - (iii) The clearance and *height* of the *sign* from *grade*;
  - (iv) The materials of the *sign*;
  - (v) Where applicable, the proposed location of the *sign* in relation to the *building face*, in front of which or above which it is to be erected;
  - (vi) Where applicable, the proposed location of the *sign* in relation to the boundaries of the *lot* upon which it is to be situated;
  - (vii) The size and location of all existing *signs* on the *premises*;
  - (viii) Where applicable, the foundation dimensions for the *sign*; and
  - (ix) The location of all underground utilities in the vicinity of the *sign*;
- (c) If the *sign* is to be *illuminated* or *animated*, the colours to be used and details of utilities routing to accomplish this;
  - (d) A current photograph of the *building face* to which the *sign* is to be attached;
  - (e) Where required by the *Building Official*, include Letters of Assurance in the form of Schedule B referred to in Division C, subsection 2.2.7, of the *Building Code*, each signed by such *registered professionals* as the *Building Official* or *Building Code* may require, to prepare the design for and to conduct field reviews of the construction of the *sign*;
  - (f) Where (e) of this section applies, include two sets of drawings at a suitable scale of the design prepared by each *registered professional* containing the information set out in (b) to (d) of this section; and
  - (g) Where a *registered professional* provides Letters of Assurance in accordance



with the *Building Code*, they must also provide proof of professional liability insurance to the *Building Official* in the form and amount set by Schedule E of this bylaw.

### **ISSUANCE OF SIGN PERMIT**

115. The *Building Official* shall issue the *permit* for which an application is made where:

- (a) The proposed *sign* conforms with this bylaw and all other applicable bylaws of the *City*;
- (b) The applicant has paid to the *City* the fee prescribed by this bylaw; and
- (c) The *owner* of a *sign*, where the *sign* partially or wholly encroaches in or over a *street*, has agreed to indemnify and save harmless the City of Williams Lake and its employees from and against all claims, demands, loss, costs, damages, actions, suits, or other proceedings in any way related to anything done or omitted to be done by the applicant in connection with a *sign* or a *permit* issued pursuant to the Bylaw; and has executed an indemnity agreement in the form attached as Schedule A of this bylaw; and has listed the City of Williams Lake as an insured to the applicant's liability insurance policy by execution of the endorsement for insurance policy set out in Schedule B of this bylaw.

116. The *permit* shall expire if the work or activity authorized has not commenced within thirty days of *permit* issuance, or if the work or activity authorized has not been completed within a period of three months from the date of *permit* issuance.

117. The *Building Official* may require, as a condition of the issuance of any *permit*, that all drawings and specifications, or any part thereof, be prepared and sealed by, and the construction carried out under the supervision of a *registered professional*; and may refuse to issue a *permit* until provided with a Letter of Assurance by a *registered professional*, undertaken to supervise the work or any part thereof authorized by such *permit*.

118. *Signs* and *sign structures* shall be designed and constructed to resist climatic and other loads in accordance with the provisions of the City of Williams Lake Building Bylaw and good engineering practices.

119. *Signs*, unless certified by a *registered professional*, shall not be fastened by nails, staples, or screws to wooden blocks, plugs, or nailing strips built into masonry or concrete.

120. No *signs* shall be suspended by chains or other devices that will allow the *sign* to swing due to wind action.

### **PERMIT FEES**

121. The *sign permit* fee shall be \$100.00 for a sign valued at \$1,000.00 or less and an additional \$10.00 per \$1,000.00 value for any sign valued over \$1,000.00.

122. A *sign permit* fee is not refundable if the work authorized by the *permit* is not commenced. The following operations shall not be considered to require a *permit*, provided that the work does not change the conformity with this bylaw and other bylaws of the City:

- a) Changing of advertising *copy* of the message on an existing approved *sign*, provided the *sign* is specifically designed for use as a *changeable copy sign*;
- b) Painting, repainting, cleaning, or other routine maintenance and repair of a sign not requiring structural changes; and
- c) The replacement of plastic *sign* faces as required because of breakage or deterioration. The substitution of a new or different advertiser is a change requiring a permit.

### **RESPONSIBILITY OF OWNER**

123. Subject to Part I, Section 9, every *owner* must apply for and obtain a *sign permit* prior to:

- (a) Erecting a *sign* or *sign structure*;
- (b) Constructing a *sign* or *sign structure*;
- (c) Altering a *sign* or *sign structure*;
- (d) Moving a *sign* or *sign structure*; and
- (e) Otherwise establishing a *sign* or *sign structure*;

124. Every *owner* must:

- (a) Ensure that plans submitted with a *permit* application bear the name, phone number, address, and email address of the designer of the *sign* or *sign structure*;

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- (b) Comply with the *Building Code*, the requirements of this bylaw, and the conditions of the *permit*, and must not omit any work required by the Building Code, this bylaw, or the conditions of the *permit*;
  - (c) Carry out the work authorized by the *permit* under conditions which protect public safety; and
  - (d) Maintain all *signs* in a safe condition, free from any defects, and keep all *signs* and *sign structures* clean and neatly painted.
125. Every *owner* must carry out construction, or have the construction carried out in accordance with the requirements of the *Building Code*, this bylaw, and other bylaws of the *City*; The issuance of a *permit* under this bylaw, the review of plans and supporting documents, or inspections made by a *Building Official* or a *registered professional* shall not relieve the *owner* from full and sole responsibility to perform the work in strict accordance with this bylaw, the *Building Code*, and all other applicable codes, standards, and enactments;
126. Every *owner* must allow a *Building Official* to enter any building or *premises* to administer and enforce this Bylaw at any reasonable time. Every *owner* to whom a *permit* is issued must, during construction:
- (a) Post the civic address on the property so that it may be easily read from the public *highway* from which the property takes its address; and
  - (b) Post the *permit* on the property so that it may be easily read from the public *highway* from which the property takes its address.
127. Every *owner* must obtain, by giving the *Building Official* forty-eight hours notice, an inspection of works at each of the following stages:
- (a) After the forms for footings of *freestanding signs* are completed, but prior to placing of any concrete therein; and
  - (b) Immediately upon the completion of the work authorized by the *permit*.
128. The *owner* shall make all required corrections, provide all required information as ordered by the *Building Official*, and notify the *Building Official* once such corrections have been made.

## PART V – ENFORCEMENT AND OFFENCES

### ENFORCEMENT

129. The *Building Officials* and *Bylaw Enforcement Officers* or any appointee by the Director of Development Services are empowered by this bylaw to:

- (a) Administer this bylaw;
- (b) Enter at all reasonable times, any building or *premises*, to ascertain whether the provisions of this bylaw are being observed;
- (c) Prescribe a time limit within which any order given under Part V, Section 129, Subsection d, e, f, g, h, or i is to be complied with by the *owner*, their *agent*, the tenant of the *premises*, or the *owner* of the *sign*;
- (d) Order the correction of any work which is being or has been improperly done under a *permit*, or is done in contravention of the terms and conditions of a *permit* or this bylaw;
- (e) Order the cessation of work that is proceeding in contravention of this bylaw or any *permit* issued pursuant to this bylaw;
- (f) Revoke a *permit* where there is a violation of any term or condition of the *permit* or a contravention of this bylaw;
- (g) Order the removal of a *sign* when:
  - (i) There is no valid and subsisting *permit*;
  - (ii) The *sign* does not conform to this bylaw; or
  - (iii) The *sign* is *unlawful*;
- (h) Order the painting, repair, *alteration*, or removal of any *sign* which has become dilapidated or is *abandoned*, or in the opinion of the *Building Official*, constitutes a hazard to public safety or property; and
- (i) Require the *owner* to supply a plan prepared by a British Columbia Land Surveyor detailing the location of any *sign* on the *lot*.

## **VIOLATIONS**

130. Every *person* who:

- (a) Violates a provision of this bylaw;
- (b) Permits, suffers, or allows any act to be done in violation of any provision of this bylaw; or
- (c) Neglects to do anything required to be done under any provision of this bylaw, is guilty of an offence and is liable to the penalties imposed under this bylaw or any other applicable bylaw of the *City*, and is guilty of a separate offence each day that a violation continues to exist.

131. Every *person* who fails to comply with any order or notice issued by a *Building Official* or a *Bylaw Enforcement Officer*, or who allows a violation of this bylaw to continue, contravenes this bylaw.

132. A *person* who contravenes any provision of this bylaw is guilty of an offence and is subject to the following enforcement provisions:

- (a) To the penalties imposed by the *Offence Act*, or
- (b) To a fine as imposed by means of the Municipal Ticket Information system under the *Community Charter*, or a bylaw notice under the *Local Government Bylaw Notice Enforcement Act*.

## **DEEMED OFFENCES**

133. An *owner* is deemed to have knowledge of and be liable under this bylaw in respect of any construction on the *parcel* the *owner* owns.

134. No *person* is deemed liable under Part V, Section 133, who establishes, on a balance of probabilities, that the construction occurred before they became the *owner* of the *parcel*.

135. Nothing in Part V, Section 134, affects:

- (a) The *City's* right to require and the *owner's* obligation to obtain a *permit*; and
- (b) The obligation of the *owner* to comply with this bylaw.

**TICKETING**

136. The offences in Schedule A-14 of the City of Williams Lake Bylaw Notice Enforcement Bylaw No. 2196, 2013 are designated for enforcement under Part 1, Section 2 (2) of the *Local Government Bylaw Notice Enforcement Act*.
137. The following *persons* are designated as *Bylaw Enforcement Officers* under Part 1, Section 2 (2) of the *Local Government Bylaw Notice Enforcement Act* for enforcing the offences in Schedule A-14 of the City of Williams Lake Bylaw Notice Enforcement Bylaw No. 2196, 2013:
- (a) *Building Officials*;
  - (b) Fire Inspectors; and
  - (c) *Persons* designated by *Council* as *Bylaw Enforcement Officers*.
138. Any *person* designated as a *Bylaw Enforcement Officer* pursuant to the City of Williams Lake Bylaw Notice Enforcement Bylaw is hereby authorized and empowered to enforce the provisions of this bylaw, by bylaw notice or as otherwise provided by this bylaw.

**PART VI – ADOPTION**

139. That this Bylaw shall come into force and take effect upon the date of final adoption by the Council of the City of Williams Lake.

READ A FIRST TIME THIS DAY OF , 2022.

READ A SECOND TIME THIS DAY OF , 2022.

READ A THIRD TIME THIS DAY OF , 2022.

RECONSIDERED AND ADOPTED THIS DAY OF , 2022.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER



**INDEMNIFICATION AGREEMENT**

WHEREAS \_\_\_\_\_ has applied to the City of Williams Lake for a permit pursuant to Sign Bylaw No. 2360, 2022.

\_\_\_\_\_ hereby agrees to indemnify and save harmless the City of Williams Lake, its employees and agents from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings resulting from personal injury or property damage occurring as a result of the installation or maintenance of a sign pursuant to a permit issued by the City of Williams Lake under the Provisions of the Sign Bylaw 2360, 2022.

\_\_\_\_\_  
Signature of Authorized Representative





**ENDORSEMENT FOR INSURANCE POLICY**

At the request of the insured \_\_\_\_\_, the City of Williams Lake is hereby added to this policy as an additional insured in respect of the \_\_\_\_\_ at the location hereinafter described. A permit having been granted by the City of Williams Lake for the installation and maintenance of a \_\_\_\_\_ affixed to the premises located at \_\_\_\_\_, and generally described as in the City of Williams Lake, subject to the indemnification of the City of Williams Lake against loss or damages arising therefrom, it is hereby understood and agreed that the insurance provided by this policy shall first be used to indemnify the City of Williams Lake against all loss, costs, expenses, claims, damages, or liability imposed by law upon the City of Williams Lake for or on account of bodily injuries accidentally sustained, including death resulting therefrom, for all property damage for which the City of Williams Lake may be held liable, as well as for property damage sustained by the City of Williams Lake by reasons of the construction, installation, maintenance, use, non-repair, servicing or removal of the said \_\_\_\_\_, providing that the insurer's liability shall not in any event exceed in the amount the limits in this policy.

The limit of liability for any accident shall be not less than Three Million Dollars (\$3,000,000). Any terms, conditions, agreements, or exclusions contained in this policy shall not be held applicable to the prejudice of the City of Williams Lake. This policy shall not lapse or be cancelled except upon thirty (30) days previous notice in writing to the City of Williams Lake. Nothing herein contained shall be held to vary, alter, waive, or extend any of the Declarations, Agreements, Exclusions, or Conditions of the under- mentioned policy other than as above stated.

Attached to policy number \_\_\_\_\_ Date of Endorsement \_\_\_\_\_  
Insurance Company \_\_\_\_\_ Code Number \_\_\_\_\_



### SIGN PERMIT APPLICATION (2pages)

Sign Permit No: \_\_\_\_\_ (Office Use Only) Date Received \_\_\_\_\_

#### Owner Information:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#### Builder Information:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Value of Work: \_\_\_\_\_ No. Existing Signs: \_\_\_\_\_

#### Details of Proposed Signs:

# of Signs	Type of Signs Refer to Sign Bylaw No. 2360 Part II	Total Area (sq.ft/m <sup>2</sup> )

THIS IS NOT A PERMIT AND DOES NOT AUTHORIZE THE COMMENCEMENT OF WORK.

1. This undertaking is given by the undersigned, as the *owner* of the property described above, with the intention that it be binding on the *owner* and that the *City* will rely on the same.
2. I confirm that I have applied for a sign permit pursuant to “City of Williams Lake Sign Bylaw No. 2360, 2022” (the “Bylaw”) and that I have carefully reviewed and fully understand all of the provisions of the Bylaw and, in particular, understand, acknowledge, and accept the provisions describing the purpose of the Bylaw, the conditions under which permits are issued, the disclaimer of warranty or representation, and the limited extent of the scope of the Bylaw and inspections there under.
3. Without limiting the foregoing, I acknowledge fully that it is my responsibility to ensure compliance with the *Building Code* and the Bylaw whether any work to be performed pursuant to the permit applied for is done by myself, a contractor, or a *registered professional*.
4. I am not in any way relying on the *City* or its *building officials*, as defined under the Bylaw, to protect the *owner* or any other *persons* as set out in Part I of the Bylaw. I will not make any claim alleging any such responsibility or liability on the part of the *City* or its *building officials*.
5. I hereby agree to indemnify and save harmless the *City* and its employees from all claims, liability, judgments, costs, and expenses of every kind which may result from negligence or the failure to comply fully with all bylaws, statutes, and regulations.
6. I am authorized to give these representations, warranties, assurance, and indemnities to the *City*.

Owner’s Initials: \_\_\_\_\_

**Complete this portion if someone other than the owner will be acting as an agent to represent the owner in all matters related to the sign permit.**

I am the *owner*, as defined in the current “Sign Bylaw”, of the above referenced property, and hereby authorize the below representative to represent me in an application for a sign permit:

\_\_\_\_\_  
Name of Representative (PRINT)

Tel. No.: \_\_\_\_\_ Cell No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Owner or Agent Name (PRINT): \_\_\_\_\_

Owner or Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**SIGN PERMIT**

**(Page 1 of 2)**

Sign Permit No: \_\_\_\_\_

OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

This Permit is issued pursuant to Part IV of Sign Bylaw No. 2360, 2022 in sole reliance on the documents submitted by the *Owner* and the representations by the *Owner* (and if applicable the *registered professional*) that this application and the documents comply with:

- a) the requirements of the Bylaw,
- b) the applicable requirements of the *Building Code*, and
- c) the *Building Code*, and other applicable enactments respecting safety.

This Permit has been made to the best of the *Building Official's* knowledge, information, and belief. It does not constitute approval or acceptance of any design, plan, or work not in accordance with the requirements of the Sign Bylaw, the *Building Code*, or approved plans, whether or not such defect(s) could have been observed or discovered during the plan review or construction.

The *Owner* has read and understands the *City's* applicable bylaws and acknowledges that the *Owner* is deemed to have knowledge of the requirements, regulations, and prohibitions in each of the bylaws.

This Permit is issued expressly subject to Part I and all other terms, conditions, regulations, prohibitions, and requirements of Sign Bylaw No. 2360, 2022.

Building Official: \_\_\_\_\_

Date: \_\_\_\_\_

This permit expires: \_\_\_\_\_



**SIGN PERMIT**

**(Page 2 of 2)**

Sign Permit No: \_\_\_\_\_

**TO BE COMPLETED BY PLANNING DEPARTMENT**

Project Address: \_\_\_\_\_ Property Zoning: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Zoning setbacks to property lines:

Front: \_\_\_\_\_ Side: \_\_\_\_\_ Exterior Side \_\_\_\_\_ Rear: \_\_\_\_\_

Sign height: \_\_\_\_\_ Sign Area: \_\_\_\_\_ Fascia/Wall Area: \_\_\_\_\_

Approved for permit by planning: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE COMPLETED BY BUILDING OFFICIAL**

Permit Issued For: \_\_\_\_\_

Project Value: \_\_\_\_\_

Sign Permit Fee: \_\_\_\_\_

TOTAL: \_\_\_\_\_



SCHEDULE D  
BYLAW No. 2360, 2022  
Development Services Department  
E: [development@williamslake.ca](mailto:development@williamslake.ca)

Owner or Agent: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT



### Confirmation of Professional Liability Insurance

1. *This Confirmation letter must be submitted along with each BC Building Code Schedule A and Schedule B before the issuance of a sign permit. A separate Confirmation Letter must be submitted for each registered professional.*
2. *Only an original Confirmation Letter printed by the City, or an unaltered photocopy of this document is to be completed and submitted.*

Attention: Manager, Development Services

Property Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

The undersigned hereby gives assurance that:

- a) I have fulfilled my obligation for insurance coverage as outlined in the City of Williams Lake *Sign Bylaw No. 2360, 2022*;
- b) I am insured by a policy of insurance covering liability to third parties for errors and omissions in respect to the above project, in the amount of at least One Million Dollars (\$1,000,000);
- c) I have enclosed a copy of my certificate of insurance coverage indicating the particulars of such coverage;
- d) I am a *registered professional*; and
- e) I will notify the *building official* in writing immediately if the undersigned's insurance coverage is reduced or terminated at any time during construction.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
(Affix professional seal here)

*Note: This confirmation letter must be signed by a registered professional. The BC Building Code defines a registered professional as a person who is registered or licensed to practice (a) as an architect under the Architects Act, or (b) as a professional engineer under the Engineers and Geoscientists Act.*