



Urgent Business was added on Page 5

The list of items to be discussed at the In Camera Meeting immediately follows the Public Meeting Agenda on Page 89

## **PUBLIC AGENDA**

### **STANDING POLICY COMMITTEE ON PLANNING, DEVELOPMENT AND COMMUNITY SERVICES MONDAY, SEPTEMBER 8, 2014, AT 9:00 A.M., COUNCIL CHAMBER**

Councillor D. Hill, Chair  
Councillor T. Davies, Vice-Chair  
Councillor Z. Jeffries  
Councillor P. Lorje  
Councillor T. Paulsen  
His Worship Mayor D. Atchison (Ex-Officio)

- 1. CALL TO ORDER**
- 2. CONFIRMATION OF AGENDA**
- 3. ADOPTION OF MINUTES**
  - 3.1 Minutes of Regular Meeting of the Standing Policy Committee on Planning, Development and Community Services held on August 18, 2014.
- 4. UNFINISHED BUSINESS**
- 5. COMMUNICATIONS** (*requiring the direction of the Committee*)
- 6. REQUESTS TO SPEAK** (*new matters*)
- 7. REPORTS FROM ADMINISTRATION**
  - 7.1 Delegated Authority Matters**
    - 7.1.1 Land Use Applications Received by the Community Services Department for Period between August 6, 2014 to August 21, 2014**  
[File No. CK. 4000-5]

#### **Recommendation**

That the information be received.

## **7.2 Matters Requiring Direction – Report to Council**

### **7.2.1 Innovative Housing Incentives Application – New Rental Construction Land-Cost Rebate Application – Villa Royale Residential Group – 1809 Edmonton Avenue** [Files CK. 750-4 and PL. 952-6-24]

#### **Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That a five-year incremental tax abatement of the residential taxes be applied to the 56-unit purpose-built rental expansion at 1809 Edmonton Avenue, commencing the next taxation year, following the completion of the project;
2. That a matching cash grant equal to the value of the five-year incremental tax abatement, to a maximum of \$5,000 per unit, estimated at \$166,158, be approved for this project; and
3. That the City Solicitor be requested to prepare the necessary tax abatement and incentive agreements with Villa Royale Residential Group, and that His Worship the Mayor and the City Clerk be authorized to execute these agreements under the Corporate Seal.

### **7.2.2 Innovative Housing Incentives Application – New Rental Construction Land-Cost Rebate Application – Stonebridge/CILO II – 241 Willis Crescent** [Files CK. 750-4 and PL. 952-6-18]

#### **Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That a five-year incremental tax abatement of the residential taxes be applied to the additional 19 purpose-built rental units to be built at 241 Willis Crescent, by Stonebridge/CILO II Limited Partnership, in addition to the already approved abatement for 153 purpose-built rental units, commencing the next taxation year, following the completion of the project;
2. That a matching cash grant equal to the value of the five-year incremental property tax abatement, to a maximum of \$5,000 per unit, estimated at \$711,198, be approved for this project in place of the previously approved grant of \$609,731; and
3. That the City Solicitor be requested to prepare the necessary tax abatement and incentive agreements and that His Worship the Mayor and the City Clerk be authorized to execute the agreements under the Corporate Seal.

**7.2.3 Summer Festivals – Security Options for Public Events in City Parks**  
[Files CK. 185-9, 205-1, 5000-1 and RS. 205-1]

**Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

That the September 8, 2014 report of the General Manager, Community Services Department, be received as information.

**7.2.4 Award of Contract – Animal Control Services**  
[Files CK. 151-1-2 and RS. 151-1]

**Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That the Saskatoon Animal Control Agency be awarded the contract for animal control services for the City of Saskatoon commencing May 1, 2014; and
2. That the City Solicitor be requested to prepare the necessary agreement and His Worship the Mayor and the City Clerk be authorized to execute the agreement under the Corporate Seal.

**7.2.5 Request to Construct and Operate Saskatoon's Winter Recreation Park and Lifestyle Activity Centre at Diefenbaker Park**  
[Files CK. 4205-39 and RS. 4205-1]

*[Available to address questions: Rob Letts, Optimist Club of Saskatoon]*

**Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That the request by the Optimist Club of Saskatoon, to construct and operate Saskatoon's Winter Recreation Park and Lifestyle Activity Centre at Diefenbaker Park, continue to be approved, in principle;
2. That the City Solicitor be requested to prepare the appropriate Memorandum of Understanding, based on the details set out in the report of the General Manager, Community Services dated September 8, 2014, and that His Worship the Mayor and the City Clerk be authorized to execute the Memorandum of Understanding under the Corporate Seal;

3. That the Administration prepare a Capital Budget submission for the City of Saskatoon's contribution towards the Winter Recreation Park and Lifestyle Activity Centre; and
4. That at the appropriate time, the Administration bring forward a further report to City Council concerning the details for a Memorandum of Agreement to address the construction, operation, and maintenance of the facility, as well as the establishment of a Dedicated Capital Reinvestment Fund, the contributions to the fund being made by the Optimist Club, and the proposed granting of a five-year tax abatement.

**7.2.6 Servicing Agreement – West Canadian Development Kensington Project Ltd. – Subdivision No. 105/12**  
[Files CK. 4110-44 and TU. 4111-53]

**Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That the Servicing Agreement with West Canadian Development Kensington Project Ltd., for a portion of the Kensington Neighbourhood to cover Lots 22-35, Block 111; Lots 13-30, Block 112; Lots 1-43, Block 113; Lots 1-13, Block 114, all in Section 2, Township 37, Range 6, West of the 3<sup>rd</sup> meridian, be approved; and
2. That His Worship the Mayor and the City Clerk be authorized to execute the Agreement under the corporate seal.

**8. URGENT BUSINESS**

**9. MOTIONS** (*NOTICE PREVIOUSLY GIVEN*)

**10. GIVING NOTICE**

**11. ADJOURNMENT**

**ITEMS TO BE ADDED TO PUBLIC AGENDA**

**STANDING POLICY COMMITTEE ON PLANNING, DEVELOPMENT**

**AND COMMUNITY SERVICES**

**MONDAY, SEPTEMBER 8, 2014 AT 9:00 A.M.**

**2. Confirmation of Agenda**

The Committee is asked to add the following items to the agenda:

**8. Urgent Business**

**8.1 Purchase of Used Fire Rescue Apparatus**

[File No. CK. 2500-1]

**Recommendation:**

1. That the purchase of a used Rescue Apparatus, from Eastway Emergency Vehicles, at a total estimated cost of \$152,900, including GST, be accepted;
2. That \$75,000 be identified from the reserve for the purchase of the recommended rescue equipment; and
3. That the source of funding be the Fire Apparatus Reserve.



## **PUBLIC MINUTES**

### **STANDING POLICY COMMITTEE ON PLANNING, DEVELOPMENT AND COMMUNITY SERVICES**

**MONDAY, AUGUST 18, 2014, AT 9:00 A.M., COUNCIL CHAMBER**

**PRESENT:**

Councillor D Hill, Chair  
Councillor T. Davies, Vice-Chair  
Councillor Z. Jeffries  
Councillor P. Lorje  
Councillor T. Paulsen  
His Worship Mayor D. Atchison (Ex-Officio)

**ALSO PRESENT:**

General Manager, Community Services Grauer  
Solicitor Manning  
Deputy City Clerk Kanak  
Committee Assistant Walter

**1. Call to Order**

The Deputy City Clerk called the meeting to order.

1.1 Appointment of Chair

**Moved By** Councillor Paulsen

That Councillor Hill be appointed Chair of the Standing Policy Committee on Planning, Development and Community Services until December 2015 subject to Councillor Hill's continued membership on the Committee and confirmation of the appointment at the Committee meeting following the organizational meeting in 2014.

**Carried**

1.2 Appointment of Vice-Chair

**Moved By** His Worship the Mayor

That Councillor Davies be appointed Vice-Chair of the Standing Policy Committee on Planning, Development and Community Services until December 2015 subject to Councillor Davies' continued membership on the Committee and confirmation of the appointment at the Committee meeting following the organizational meeting in 2014.

**Carried**

1.3 Introductions

Introductions of the Committee members and representatives of the Administration, City Solicitor's Office and City Clerk's Office were held.

**2. Confirmation of Agenda**

**Moved By** Councillor Davies

1. That the following Communication (Request to Speak) be added to the agenda under Item 7.2.4 – Pleasant Hill Village; and
2. That the agenda be confirmed as amended.

**Carried**

**3. Adoption of Minutes**

There were no previous minutes of the Committee to adopt.

**4. Unfinished Business**

There was no unfinished business.

**5. Communications** (*requiring the direction of the Committee*)

**5.1 Delegated Authority Matters**

- 5.1.1 Proposed Zoning Bylaw Amendment – Minimum Site Width for the R1A – One-Unit Residential Zoning District – Municipal Planning Commission [File No. CK. 4350-1]

**Moved by** His Worship the Mayor

1. That advertising respecting the proposal to amend Zoning Bylaw No. 8770, as outlined in the June 4, 2014 report of the General Manager, Community Services Department be approved;
2. That the General Manager, Community Services Department, be requested to prepare the required notice for advertising the proposed amendment; and
3. That the City Solicitor be requested to prepare the required bylaw to amend Zoning Bylaw No. 8770.

**Carried.**

5.1.2 Proposed Zoning Bylaw No. 8770 Amendment – School Drop-Off Parking – Municipal Planning Commission [File No. CK. 4350-1]

**Moved by** Councillor Paulsen

1. That the advertising respecting the proposal to amend Zoning Bylaw No. 8770, as outlined in the July 10, 2014 report of the Community Services Department be approved;
2. That the General Manager, Community Services Department, be requested to prepare the required notice for advertising the proposed amendment; and
3. That the City Solicitor be requested to prepare the required bylaw to amend Zoning Bylaw No. 8770.

**Carried.**

5.1.3 Expressing Appreciation and Providing Follow-Up Report on Positive Impact of Grant Received – Friends of the Broadway Theatre Inc. [File No. CK. 1871-2]

**Moved by** His Worship the Mayor

That the information be received.

**Carried.**

5.1.4 Addition of Name to the Names Master List – Naming Advisory Committee [File No. CK. 6310-1]

**Moved by** His Worship the Mayor

That the name “Greyeyes-Steele” be added to the Names Master List.

**Carried.**

**5.2 Matters Requiring Direction**

5.2.1 Proposed Renaming Request – Naming Advisory Committee  
[File No. CK. 6310-1]

**Moved by** His Worship the Mayor

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

That the renaming of “Stonebridge Green” to “Gordon Road” be approved subject to the approval of the Stonebridge Neighbourhood Concept Plan amendment before City Council on August 21, 2014.

**Carried.**

5.2.2 2015 Proposed Budgets [File No. CK. 1704-5]

5.2.2.1 Advisory Committee on Animal Control

5.2.2.2 Municipal Planning Commission

5.2.2.3 Visual Arts Placement Jury (Public Art Advisory Committee as of January 1, 2015)

**Moved by** Councillor Paulsen

That the proposed 2015 budgets of the Advisory Committee on Animal Control, Municipal Planning Commission, and Public Art Advisory Committee be forwarded to the 2015 Business Plan and Budget deliberations for consideration at the appropriate time.

**Carried.**

5.2.3 Exception to Animal Control Bylaw to Allow Dogs in Rotary Park in Fenced Area for PotashCorp Fireworks Festival Event on August 29 and 30, 2014, from 3:00 to 10:00 p.m. – Mandy Pravda  
[File No. CK. 205-1]

**Moved by** His Worship the Mayor

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

That the request be approved subject to administrative conditions.

**Carried.**

**6. Requests to Speak** (*new matters*)

There were no requests to speak.

**7. Reports from Administration**

**7.1 Delegated Authority Matters**

7.1.1 2013 Annual Report – Saskatoon Housing Initiatives Partnership  
[File No. CK. 750-1]

Mr. Shaun Dyck, Executive Director, Saskatoon Housing Initiatives Partnership presented the 2013 annual report.

**Moved by** His Worship the Mayor  
That the information be received.

**Carried.**

7.1.2 2014 Sports Participation Grant Awards [File No. CK. 1871-5]

**Moved by** His Worship the Mayor  
That the information be received.

**Carried.**

7.1.3 Land Use Applications Received by the Community Services Department for the Period between June 14, 2014, to August 5, 2014 [File No. CK. 4000-5]

**Moved by** His Worship the Mayor  
That the information be received.

**Carried.**

**7.2 Matters Requiring Direction**

7.2.1 Trains Carrying Oil through City [File No. CK. 270-1]

**Moved by** His Worship the Mayor  
That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

That the information be received.

**Carried.**

7.2.2 Transport of Dogs and Cats in Truck Beds [File No. CK. 151-15]

**Moved by** Councillor Paulsen  
That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

That the City Solicitor be requested to prepare the required bylaw to amend *Animal Control Bylaw, 1999, No. 7860*, to restrict the transportation of dogs and cats in truck beds and open top cargo areas, as outlined in the August 18, 2014 report of the General Manager, Community Services Department.

**Carried.**

7.2.3 Bike Valets for Festival Attendees – Hooded Meters  
[File No. CK. 6120-3]

**Moved by** His Worship the Mayor  
That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

That the fees associated with meter hooding for bike valets at festivals be maintained.

**Carried.**

7.2.4 Pleasant Hill Village – Status and Funding Update  
[File No. CK. 4131-31]

Ms. Sheri Benson, Chief Executive Officer, United Way, Saskatoon and Area, and Plan to End Homelessness Leadership Committee representative, addressed the Committee to express appreciation for the City's support of the Housing First Program and to highlight the positive impacts of the program.

**Moved by His Worship the Mayor**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That the status update on the Pleasant Hill Village Revitalization Project be received;
2. That \$500,000 in remaining funding from the Pleasant Hill Village project be reallocated to the Affordable Housing Reserve, to be used for initiatives identified in the August 18, 2014 report of the General Manager, Community Services Department;
3. That \$250,000 in funding from the Pleasant Hill Village Project be reallocated to the Community Services Department Capital Reserve; and
4. That the remaining funding in the Pleasant Hill Village Project be held as a contingency fund until the project is completed, and that the Administration be requested to report back at that time.

**Carried.**

7.2.5 Mortgage Flexibilities Support Program – Innovative Residential Inc. – Parcel BB – 102 Manek Road [File No. CK. 750-4]

**Moved by** His Worship the Mayor

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That 16 affordable housing units, to be constructed by Innovative Residential Inc. on Parcel BB on 102 Manek Road in the Evergreen Neighbourhood, be designated under the Mortgage Flexibilities Support Program as defined in Innovative Housing Incentives Policy No. C09-002, contingent upon this housing project being fully approved for mortgage loan insurance flexibilities by Genworth Canada and/or Canada Mortgage and Housing Corporation; and
2. That the City Solicitor be requested to prepare the necessary tax sponsorship and incentive agreements with Innovative Residential Inc., and that His Worship the Mayor and the City Clerk be authorized to execute these agreements under the Corporate Seal.

**Carried.**

7.2.6 City Centre Plan – Implementation and Priority Strategy [File No. CK. 4130-1]

**Moved by** Councillor Paulsen

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

That the August 18, 2014 report of the General Manager, Community Services Department, be received as information.

**Carried.**

7.2.7 Affordable Housing Policy Options [File No. CK. 750-4]

**Moved by** Councillor Paulsen

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

That the August 18, 2014 report of the General Manager, Community Services Department, be received as information.

**Carried.**

7.2.8 Developer Funded Affordable Housing Tax Sponsorship Program – Innovative Residential Inc. [File No. CK. 750-4]

**Moved by** His Worship the Mayor

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

That the August 18, 2014 report of the General Manager, Community Services Department, be received as information and that the report be forwarded to the Saskatoon Regional Economic Development Authority.

**Carried.**

**8. Urgent Business**

There was no urgent business.

**9. Adjournment**

**Moved By** Councillor Paulsen

That the meeting be adjourned.

**Carried**

The meeting adjourned at 11:00 a.m.

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Councillor D. Hill, Chair

**In accordance with The Procedures and Committees Bylaw No. 9170, the following items will be submitted to the Regular Business Meeting of City Council scheduled for Thursday, August 21, 2014:**

Consent Agenda

Proposed Renaming Request [File No. CK. 6310-1]

Exception to Animal Control Bylaw to Allow Dogs in Rotary Park in Fenced Area for PotashCorp Fireworks Festival Event. [File No. CK. 205-1]

Trains Carrying Oil through Saskatoon [File No. CK. 270-1]

Transport of Dogs and Cats in Truck Beds [File No. CK. 151-15]

Bike Valets for Festival Attendees – Hooded Meters [File No. CK. 6120-3]

Mortgage Flexibilities Support Program – Innovative Residential Inc. – 102 Manek Road [File No. CK. 750-4]

City Centre Plan – Implementation and Priority Strategy [File No. CK. 4130-1]

Affordable Housing Policy Options [File No. CK. 750-4]

Developer Funded Affordable Housing Tax Sponsorship Program – Innovative Residential Inc [File No. CK. 750-4]

Pleasant Hill Village – Status and Funding Update [File No. CK. 4131-31]

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## Land Use Applications Received by the Community Services Department For the Period Between August 6, 2014 to August 21, 2014 (For Information Only)

|                       |
|-----------------------|
| <b>Recommendation</b> |
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|-----------------------------------|
| That the information be received. |
|-----------------------------------|

The following applications have been received and are being processed:

### Condominium

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Application No. 11/14:</li> </ul> | 3935 Burrton Avenue – 2 Units<br>Applicant: Webb Surveys for Industrial Acres One Ltd.<br>Legal Description: Lot 17, Block 936, Plan No. 102100543<br>Current Zoning: IH<br>Neighbourhood: Marquis Industrial<br>Date Received: August 4, 2014 |
|--|--|
  
- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Application No. 12/14:</li> </ul> | 121 Willowgrove Crescent – 48 Units<br>Applicant: Webb Surveys for Riverbend Developments Ltd.<br>Legal Description: Unit 2, Plan No. 102120927<br>Current Zoning: RM3<br>Neighbourhood: Willowgrove<br>Date Received: August 6, 2014 |
|--|---|

### Rezoning

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Application No. Z36/14:</li> </ul> | 530, 532, 534, and 538 Avenue F South<br>Applicant: Shift Development Inc.<br>Legal Description: Lots 35 to 40 and 42, Block 34, Plan Nos. G7684, 101467975 and 101467986<br>Current Zoning: RM3 by Agreement<br>Proposed Zoning: RM3 by Agreement - Amendment<br>Neighbourhood: Riversdale<br>Date Received: August 7, 2014 |
|---|--|

**Land Use Applications Received by the Community Services Department  
For the Period Between August 6, 2014 to August 21, 2014  
(For Information Only)**

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Rezoning

- Application No. Z37/14: Sutherland  
Applicant: Saskatoon Land  
Legal Description: All of SE ¼ 2-37-5-W3M lying to the north of the North East limit of Plan No. 83S50429 and east of the East limit of Plan No. 83S27375  
  
Current Zoning: R2  
Proposed Zoning: RMTN1  
Neighbourhood: Sutherland  
Date Received: July 31, 2014
- Application No. Z38/14: Aspen Ridge  
Applicant: Saskatoon Land  
Legal Description: LSD3-SW ¼ 17-37-4-W3M; LSD4-SW ¼ 17-37-4-W3M and SE ¼ 37-4-W3M  
  
Current Zoning: FUD  
Proposed Zoning: R1A, R1B, R2, RM3, RMTN1  
Neighbourhood: Aspen Ridge  
Date Received: August 13, 2014

Subdivision

- Application No. 56/14: 4019 Aronec Avenue  
Applicant: Webb Surveys for various owners c/o BVC Investments Inc.  
  
Legal Description: Lot 9, Block 935, Plan No. 102100543  
Current Zoning: IH  
Neighbourhood: Marquis Industrial  
Date Received: July 31, 2014
- Application No. 57/14: 316 Maningas Bend  
Applicant: Larson Surveys for Montana Homes  
Legal Description: Parcel U, Plan No. 102135024  
Current Zoning: RMTN  
Neighbourhood: Evergreen  
Date Received: August 1, 2014
- Application No. 58/14: 406 Avenue V South  
Applicant: Meridian Surveys for 623643 Saskatchewan Ltd.  
Legal Description: Lots 3,4, and 5, Block 21, Plan No. G4995  
Current Zoning: R2  
Neighbourhood: Pleasant Hill  
Date Received: August 14, 2014

**Land Use Applications Received by the Community Services Department  
For the Period Between August 6, 2014 to August 21, 2014  
(For Information Only)**

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**Public Notice**

Public Notice, pursuant to Section 3 of the Public Notice Policy No. C01-02, is not required.

**Attachments**

1. Proposed Condominium No. 11/14
2. Proposed Condominium No. 12/14
3. Proposed Rezoning No. Z36/14
4. Proposed Rezoning No. Z37/14
5. Proposed Rezoning No. Z38/14
6. Proposed Subdivision No. 56/14
7. Proposed Subdivision No. 57/14
8. Proposed Subdivision No. 58/14

**Report Approval**

Reviewed by: Lesley Anderson, Acting Director of Planning and Development

Approved by: Randy Grauer, General Manager, Community Services Department

S:\Reports\DS\2014\PDCS – Land Use Applications Received by the Community Services Department for the Period of August 6, 2014 to August 21, 2014\ks



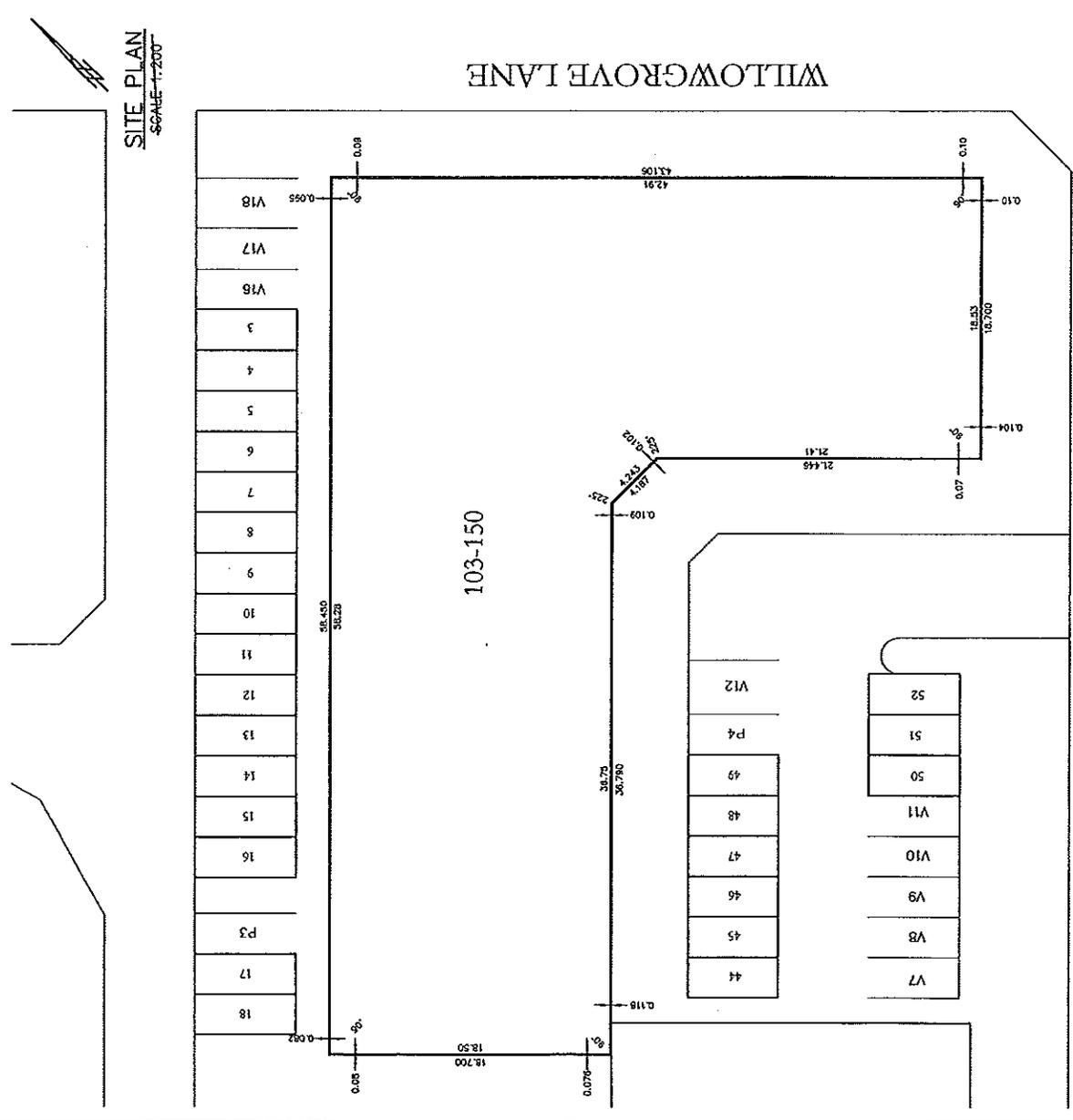
SHEET NUMBER 3 OF 7  
SITE PLAN & LEGEND

PLAN OF SURVEY SHOWING  
RE-DIVISION OF  
BARE LAND CONDOMINIUM UNIT 2  
PLAN 102120927, IN ACCORDANCE WITH  
SECTION 25 OF THE CONDOMINIUM  
PROPERTY ACT, 1993 INTO  
CONDOMINIUM UNITS 103-151 INCLUSIVE  
BY T.R. WEBB, S.L.S.  
SCALE AS SHOWN  
JULY 2014

NEW UNITS 103-150 are Regular Residential Units  
NEW UNIT 151 is a Service Unit

LEGEND:

1. Dimensions shown are in metres and decimal thereof.
2. Measurements indicating the positions of the building in relation to the outer boundaries of the parcel are taken to the concrete foundation of ground level.
3. Unit numbers are shown as 103, 104, 105, etc.
4. Unit boundaries are shown on Sheets 6 and 7 by a heavy solid line and are defined as follows:
  - the exterior surfaces of any interior finishing material that forms the surface of any common and exterior wall, floor, or ceiling.
  - The doors and windows form part of the unit.
5. All exterior surfaces are common property.
6. For the assignment of exclusive use parking stalls, see attached parking schedule on Sheet 7.
7. Parking spaces are identified as P3, P4, P53 - P101 and are designated for exclusive use of units as shown in the Parking Schedule.
8. Parking spaces are in accordance with Section 11(1)(a) of the Condominium Property Act except for Service Unit No. 151.
9. All portions of building and lands not designated as a regular condominium form Service Unit No. 151.

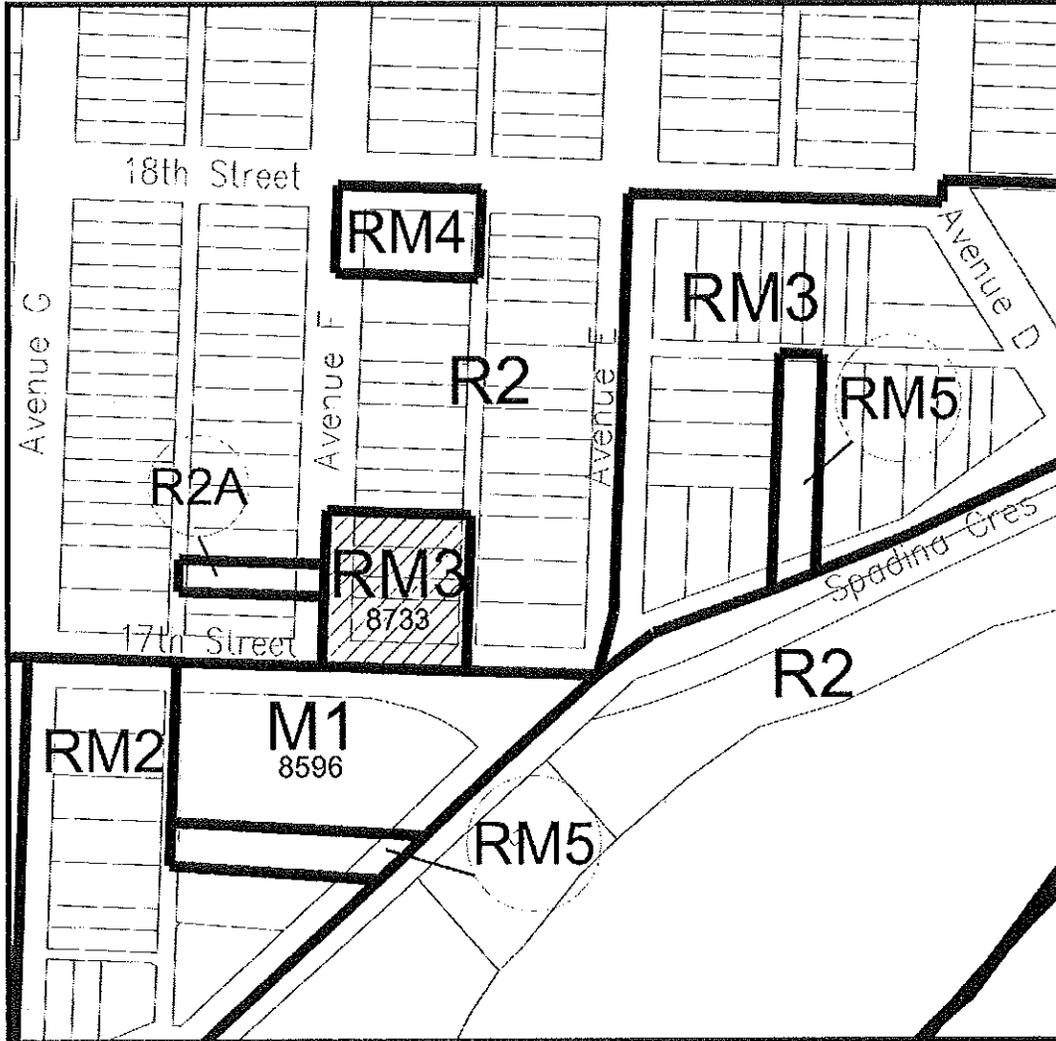


SITE PLAN  
SCALE 1:200

WILLOWGROVE CRESCENT

WILLOWGROVE LANE

Proposed Rezoning No. Z36/14



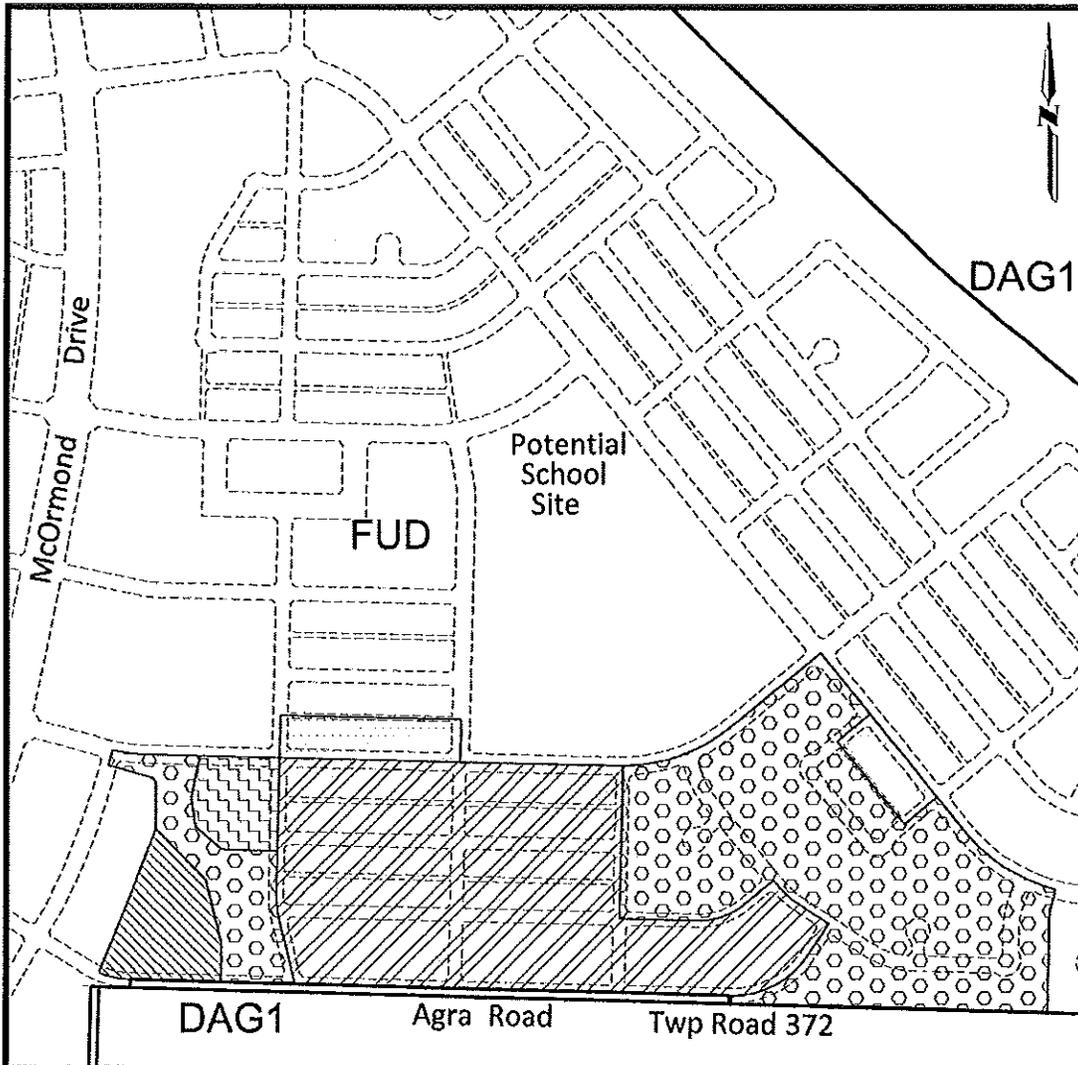
ZONING AMENDMENT



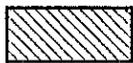
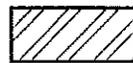
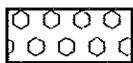
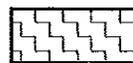
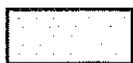
From RM3 by Agreement to RM3 by Agreement (NEW)



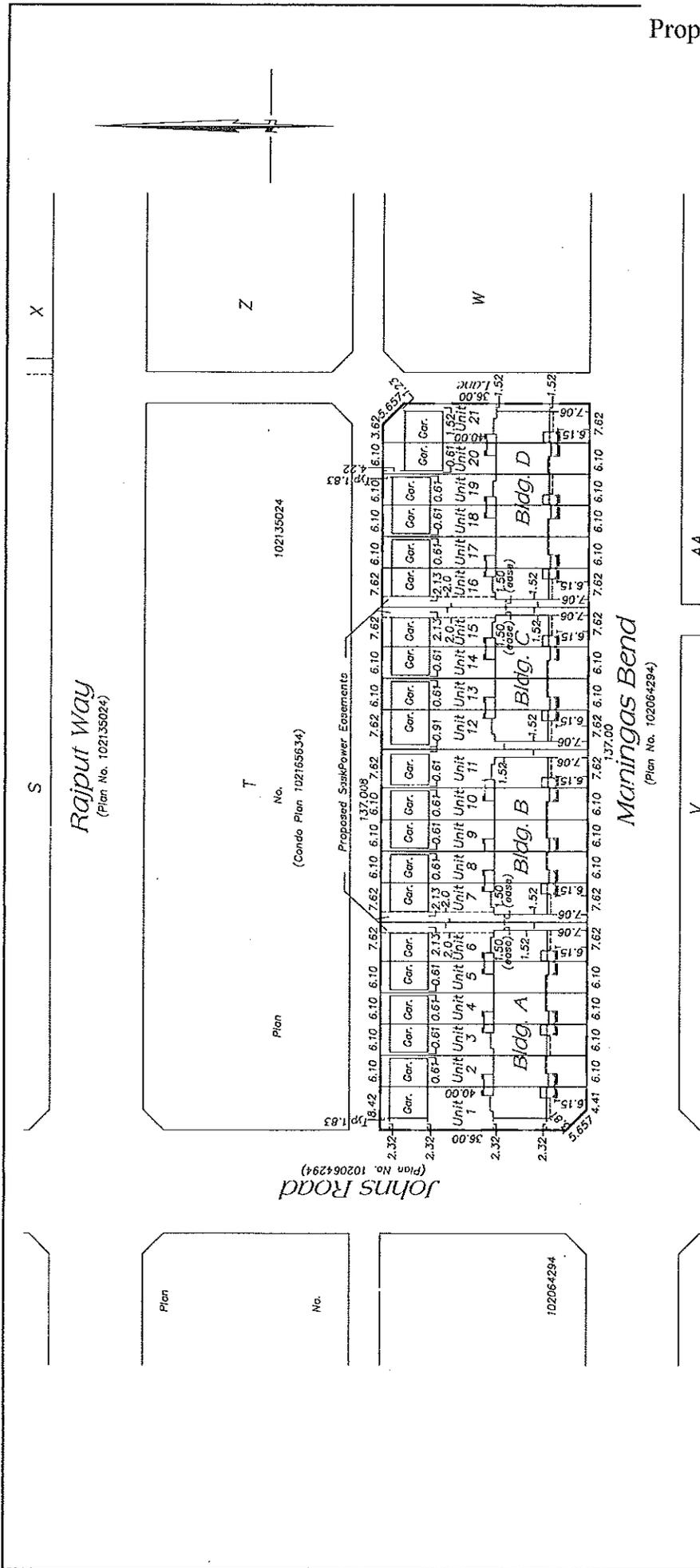
Proposed Rezoning No. Z38/14



ZONING AMENDMENT

- |   |   |
|---|---|
|  From FUD to RM3 |  From FUD to R1B   |
|  From FUD to R1A |  From FUD to RMTN1 |
|  From FUD to R2  |   |





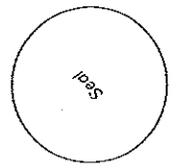
Proposed Surface Bare Land  
 Condominium Plan  
 in Parcel U, Plan 102135024  
 in the N.W. 1/4 Sec. 7,  
 Twp. 37, Rge. 4, W.3 Mer.  
 Saskatoon, Saskatchewan  
 Howard A. Larson S.L.S.  
 2014

Scale 1:750

Measurements are in metres  
 Area to be subdivided is outlined thus

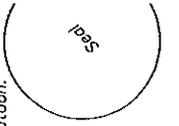
August 1, 2014

*Anna D...*  
 Saskatchewan Land Surveyor



Approved under the provisions of Bylaw  
 number 6537 of the City of Saskatoon.

Community Services Department

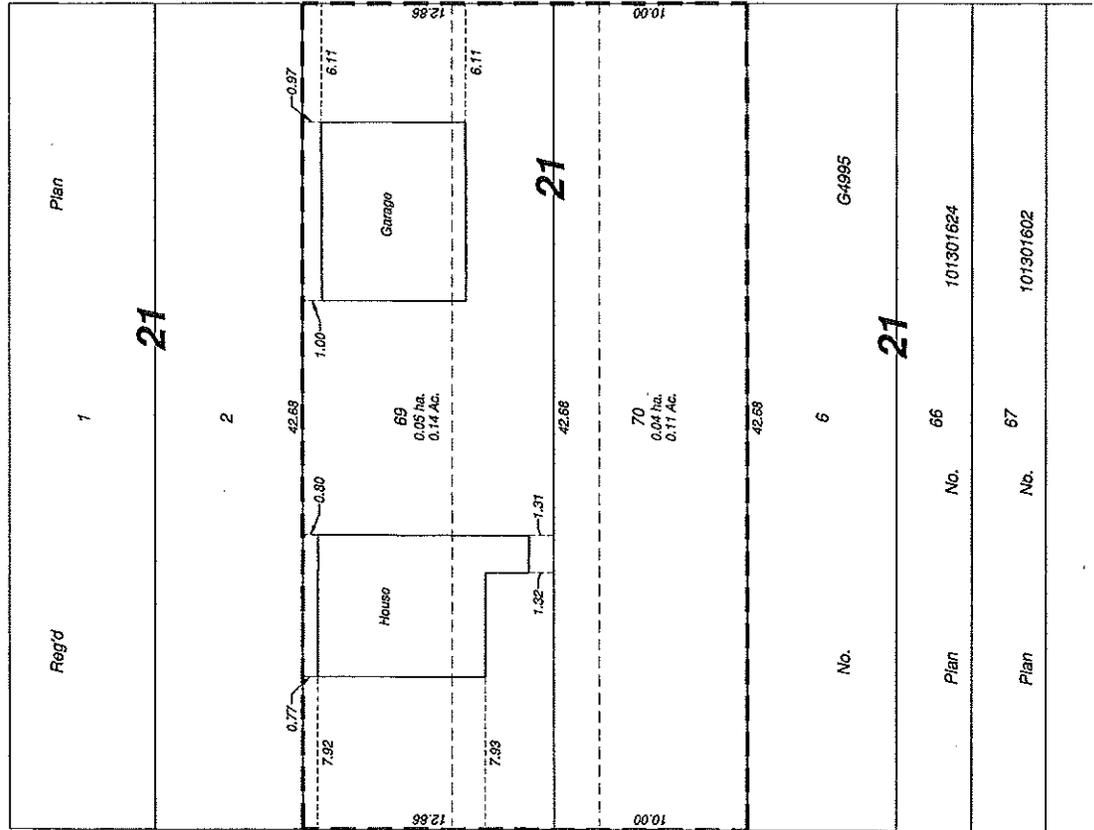


Larson Surveyors Ltd., Saskatoon

Street

|           |                    |
|-----------|--------------------|
| 56        | G4995              |
| 64        | Plan No. 101301635 |
| 65        | Plan No. 101301646 |
| 54        | No.                |
| <b>21</b> |                    |
| 53        |                    |
| 52        | Plan               |
| 51        |                    |
| 51        | Reg'd              |

19th



Examined and Approved:

*[Signature]*  
 Date: 6/14

Owner: Lots 3 to 5, Block 21, Reg'd Plan No. G4995  
 823643 Saskatchewan Ltd. - Representative

By: *[Signature]*  
 SASKATCHEWAN LAND SURVEYOR

NOTES

- Measurements are in metres and decimals thereof.
- Portion to be surveyed is outlined by a heavy broken line and contains 0.09 Hectares ±

**PLAN OF PROPOSED SUBDIVISION**  
 showing subdivision of all of  
 Lots 3 to 5 - Block 21 - Reg'd Plan No. G4995  
 in N.E. ¼ Sec. 30 - Twp. 36 - Rge. 5 - W3rdM

Saskatoon  
**SASKATCHEWAN**  
 Scale 1:250

|     |      |          |
|-----|------|----------|
| No. | Date | Revision |
|     |      |          |

|           |             |              |          |               |
|-----------|-------------|--------------|----------|---------------|
| Drawn By: | Checked By: | Date:        | File No. | Drawing Name: |
| mkv       | gar         | June 3, 2014 | S10200   | S10200C01.dwg |
|           |             |              |          | Rev:          |
|           |             |              |          | 0             |

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## **Innovative Housing Incentives Application – New Rental Construction Land-Cost Rebate Application – Villa Royale Residential Group - 1809 Edmonton Avenue**

### **Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That a five-year incremental tax abatement of the residential taxes be applied to the 56-unit purpose-built rental expansion at 1809 Edmonton Avenue, commencing the next taxation year, following the completion of the project;
2. That a matching cash grant equal to the value of the five-year incremental tax abatement, to a maximum of \$5,000 per unit, estimated at \$166,158, be approved for this project; and
3. That the City Solicitor be requested to prepare the necessary tax abatement and incentive agreements with Villa Royale Residential Group, and that His Worship the Mayor and the City Clerk be authorized to execute these agreements under the Corporate Seal.

### **Topic and Purpose**

Villa Royale Residential Group submitted an application to the New Rental Construction Land-Cost Rebate Program to create 56 purpose-built rental units in the Hudson Bay Park neighbourhood as an expansion on a special care home.

### **Report Highlights**

1. Villa Royale Residential Group is proposing to build a 56-unit purpose-built rental expansion, in an area of Saskatoon with a need for seniors' housing and located on a lot well suited for the use.
3. This project is eligible to receive an incremental property tax abatement and cash grant.
4. Villa Royale Residential Group will be required to enter into an incentive agreement to ensure the units are completed on time and remain as rental stock for 15 years.

### **Strategic Goal**

This report supports the City's long-term Strategic Goal of Quality of Life by increasing the supply, range, and location of affordable housing options for seniors.

### **Background**

During its September 26, 2011 meeting, City Council approved a Cost-Sharing Agreement with the Province of Saskatchewan (Province) to help fund the New Rental Construction Land-Cost Rebate Program. Under this agreement, the Province covers the cost of the cash grant by matching the value of the incremental property tax

## **Innovative Housing Incentives Application – New Rental Construction Land-Cost Rebate Application – Villa Royale Residential Group - 1809 Edmonton Avenue**

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abatement with a cash grant of up to \$5,000 per unit. The agreement includes funding for a total of 1,874 units from 2011 to 2015 and requires that all units be complete by March 31, 2016. To date, City Council has approved 1,500 units under this agreement.

On July 17, 2013, City Council approved a Rezoning Agreement to facilitate the expansion of the current Villa Royale facility to include an additional 56 purpose-built rental units.

### **Report**

On June 11, 2014, the Villa Royale Residential Group submitted an application to the New Rental Construction Land-Cost Rebate Program to help fund the 56-unit expansion consistent with the Rezoning Agreement.

### Proposal To Build a 56-Unit Purpose-Built Rental Expansion

These 56 units will be apartment style with full kitchens. These units will be in addition to the existing 99 apartment units and 21 bed intermediate care home on the site (see Attachment 1 and 2). Services will include five meals per week, linen and housekeeping services, and activities. Construction started in early summer 2014, with a completion date scheduled for October 2015.

This site is located in Hudson Bay Park, adjacent to Circle Drive to the west and north, a shopping centre to the east, and a park to the south (see Attachment 3). This proposal will expand an existing seniors' facility that offers close proximity to amenities and services that residents require including transit, grocery store, coffee shop, and beauty salon.

### Incremental Property Tax Abatement

The Administration has concluded that this project will qualify for an incremental property tax abatement and a cash grant of up to \$5,000 per unit under Innovative Housing Incentives Policy No. C09-002. The Assessment and Taxation Division, Asset and Financial Management Department, estimates the value of this abatement to be approximately \$166,158 or \$2,967.10 per unit over five years (presuming average tax increases of 3% annually).

The funding source for the cash grant is from the Provincial Cost Sharing Agreement, which will provide funding equal to the estimated value of the five-year residential property tax of \$166,158.

### Entering Into An Incentive Agreement

In order to ensure that the units remain as rental stock for 15 years, as per Innovative Housing Incentives Policy No. C09-002, the applicant will be required to enter into an incentive agreement. Further ensuring that the units remain rental, City Council could deny approval of any condominium conversion application for these units while the incentive agreement is in effect.

# Innovative Housing Incentives Application – New Rental Construction Land-Cost Rebate Application – Villa Royale Residential Group - 1809 Edmonton Avenue

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## Options to the Recommendation

City Council could choose to decline funding for this project. Choosing this option would represent a departure from Innovative Housing Incentives Policy No. C09-002. The Administration is not recommending this option.

## Public and/or Stakeholder Involvement

A public information meeting was held for the rezoning by agreement from RM4 to RM3 on Wednesday, May 29, 2013. This application is intended to implement the planned development. Further public and/or stakeholder involvement is not required.

## Communication Plan

A communication plan is not required.

## Financial Implications

The funding source for the cash grant of \$166,158 is the Affordable Housing Reserve; however, the Province will reimburse the City within three months for this amount.

This project will also result in foregone revenue of the municipal portion of property taxes equalling approximately \$93,048.48 as a result of the proposed incremental property tax abatement.

| Budgeted  | Unbudgeted | Capital   | Operating | Non-Mill Rate | External Funding |
|-----------|------------|-----------|-----------|---------------|------------------|
| \$166,158 | 0          | \$166,158 | 0         | 0             | \$166,158        |

## Other Considerations/Implications

There are no policy, environmental, privacy, or CPTED implications or considerations.

## Due Date for Follow-up and/or Project Completion

This project is slated to finish in October 2015, at which point the Administration will ensure the work has been completed. Funding will be provided upon completion of the project and closure of all building permits.

## Public Notice

Public Notice, pursuant to Section 3 of Public Notice Policy No. C01-021, is not required.

## Attachments

1. Site Plan
2. Rendering
3. Site Location Map

## Report Approval

Written by: Keith Folkersen, Planner, Neighbourhood Planning Section  
Reviewed by: Lesley Anderson, Acting Director of Planning and Development  
Approved by: Randy Grauer, General Manager, Community Services Department

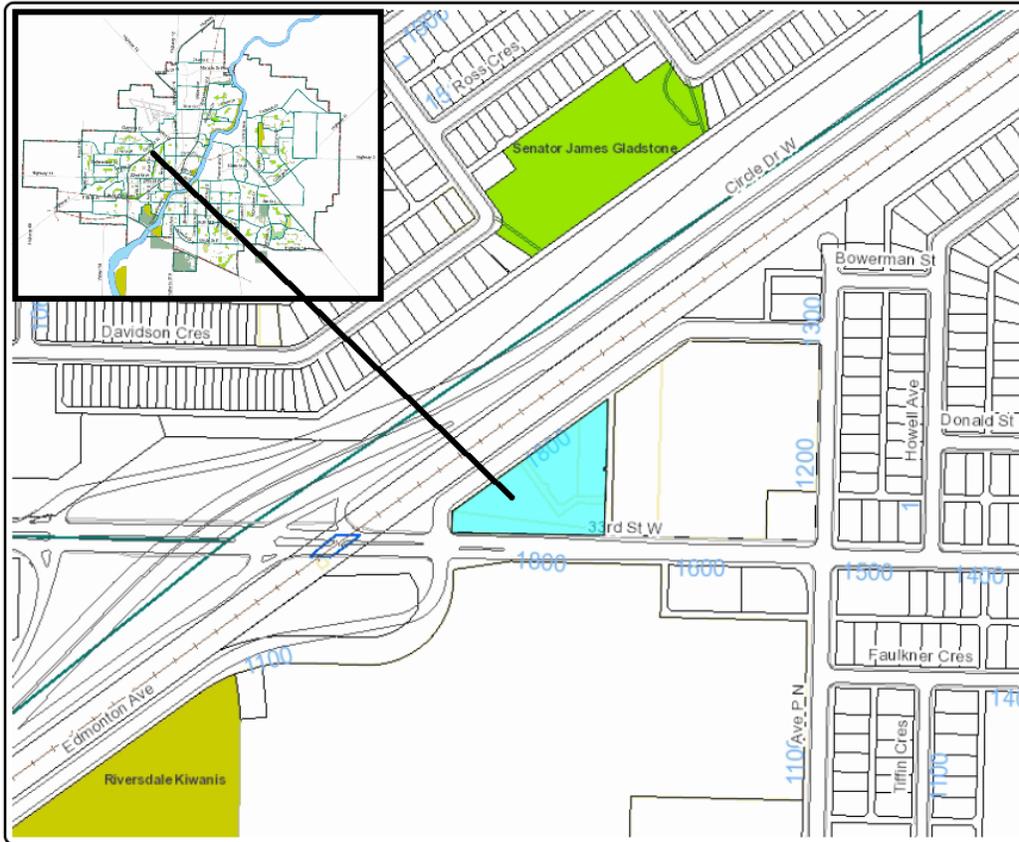


Rendering



**Site Location Map**

**1809 Edmonton Avenue**



  
**City of Saskatoon**  
 Corporate GIS

  
**LEGEND**

**Curb and Pavement**  
 - 1  
 - 3

**Sidewalks**  
 - 1  
 - 3

**Walkways and Paths**  
 - 1  
 - 3

**Curb and Walk Other**  
 - 1  
 - 3

- Railway - Main  
 - Railway - Spur

 Pond  
 Sandbar  
 River

 Neighbourhood  
 Ownership

 Proposed Ownership  
 Lease  
 Utility  
 Retired Ownership

**Parks**  
 Neighbourhood  
 District Park

Disclaimer: This information is supplied solely as a courtesy and the City of Saskatoon makes no guarantee as to its accuracy. The recipient accepts all risks and expenses which may arise from the use of this information.

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## **Innovative Housing Incentives Application – New Rental Construction Land-Cost Rebate Application – Stonebridge/CILO II - 241 Willis Crescent**

### **Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That a five-year incremental tax abatement of the residential taxes be applied to the additional 19 purpose-built rental units to be built at 241 Willis Crescent, by Stonebridge/CILO II Limited Partnership, in addition to the already approved abatement for 153 purpose-built rental units, commencing the next taxation year, following the completion of the project;
2. That a matching cash grant equal to the value of the five-year incremental property tax abatement, to a maximum of \$5,000 per unit, estimated at \$711,198, be approved for this project in place of the previously approved grant of \$609,731; and
3. That the City Solicitor be requested to prepare the necessary tax abatement and incentive agreements and that His Worship the Mayor and the City Clerk be authorized to execute the agreements under the Corporate Seal.

### **Topic and Purpose**

Stonebridge/CILO II Limited Partnership (New Summit Partners) submitted an application to the New Rental Construction Land-Cost Rebate Program to add an additional 19 units to their project at 241 Willis Crescent, which was previously approved for financial incentives under the program.

### **Report Highlights**

1. New Summit Partners was previously approved for incentives for their plans to construct a 153 unit purpose-built rental project. They are proposing an additional 19 units in this project.
2. This project qualifies for an incremental property tax abatement and cash grant.
3. New Summit Partners will be required to enter into an incentive agreement to ensure the units are completed on time and remain as rental stock for 15 years.

### **Strategic Goal**

This report supports the City of Saskatoon's (City) long-term Strategic Goal of Quality of Life by increasing the supply, range, and location of affordable housing options.

## **Innovative Housing Incentives Application – New Rental Construction Land-Cost Rebate Application – Stonebridge/CILO II – 241 Willis Crescent**

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### **Background**

During its September 26, 2011 meeting, City Council approved a Cost-Sharing Agreement with the Province of Saskatchewan (Province) to help fund the New Rental Construction Land-Cost Rebate Program. Under this agreement, the Province covers the cost of the cash grant by matching the value of the Incremental Property Tax Abatement with a cash grant of up to \$5,000 per unit. The agreement includes funding for a total of 1,874 units from 2011 to 2015 and requires that all units be complete by March 31, 2016. To date, City Council has approved 1,500 units under this agreement.

On June 24, 2013, City Council approved funding of \$1,327,307 for the construction of 338 purpose-built rental units at 235 and 241 Willis Crescent by Stonebridge/Willis II Limited Partnership and Stonebridge/Willis III Limited Partnership (subsidiaries of New Summit Partners). The first phase includes 185 units at 235 Willis Crescent, which is nearing completion and should be ready for occupancy in October 2014.

### **Report**

#### New Summit Partners are Proposing to Build 172 Units Rather Than Previously Approved 153 Units

The proponent is proposing to modify their plans for phase two by including underground parking, which will allow them to increase the density of the site and include 19 additional units, increasing the total number of units from 153 to 172. The buildings will be four-storey wood frame construction, built in the same style as originally proposed to complement the building in phase one. There will be 59 one-bedroom units and 113 two-bedroom units (see Attachment 1 and Attachment 2). Construction will begin in March 2015, and the project is scheduled to be complete by March 31, 2016.

#### This Project Qualifies for an Incremental Tax Abatement and Grant

After a thorough review of this revised application, the Administration has concluded that the additional 19 units will qualify for an incremental property tax abatement and a cash grant of up to \$5,000 per unit under Innovative Housing Incentives Policy No. C09-002. The Assessment and Taxation Division estimates the value of the abatement on the revised project to be \$711,198 over a five-year period (presuming average tax increases of 3% annually). This is an additional \$101,467 over the amount of the grant previously approved. The funding source for the cash grant is from the Provincial Cost Sharing Agreement which will provide funding equal to the estimated value of the five-year residential property tax of \$711,198.

#### New Summit Partners to Enter into an Incentive Agreement

To ensure that the units remain as rental stock for 15 years, as per Innovative Housing Incentives Policy No. C09-002, the applicant will be required to enter into an incentive agreement. Further ensuring that the units remain rental, City Council could deny approval of any condominium conversion application for these units while the incentive agreement is in effect.

# Innovative Housing Incentives Application – New Rental Construction Land-Cost Rebate Application – Stonebridge/CILO II – 241 Willis Crescent

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## Options to the Recommendation

City Council could choose to decline additional funding for this project. This would limit the incentives to the amount approved in 2013 for 153 units in phase two of this project. Choosing this option would represent a departure from Innovative Housing Incentives Policy No. C09-002. The Administration is not recommending this option.

## Communication Plan

A communication plan is not required.

## Financial Implications

The funding source for the cash grant of \$711,198 is the Affordable Housing Reserve; however, the Province will reimburse the City within three months for this amount.

This project will also result in foregone revenue of the municipal portion of property taxes of approximately \$398,270.88, as a result of the proposed incremental property tax abatement.

| Budgeted  | Unbudgeted | Capital   | Operating | Non-Mill Rate | External Funding |
|-----------|------------|-----------|-----------|---------------|------------------|
| \$711,198 | 0          | \$711,198 | 0         | 0             | \$711,198        |

## Other Considerations/Implications

There are no policy, environmental, privacy, or CPTED implications or considerations.

## Due Date for Follow-up and/or Project Completion

The project is slated to finish in March of 2016, at which point the Administration will ensure the work has been completed. Funding will only be provided upon completion of the project and closure of all building permits.

## Public Notice

Public Notice, pursuant to Section 3 of Public Notice Policy No. C01-021, is not required.

## Attachments

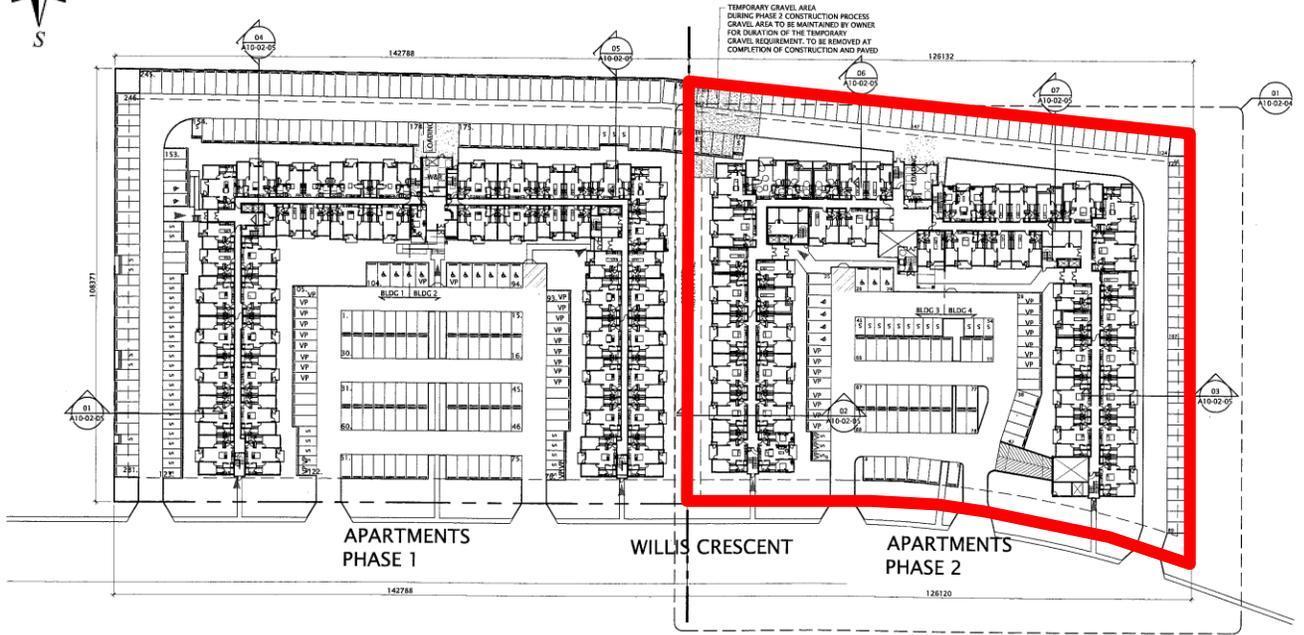
1. Site Map
2. Artist's Rendering of 241 Willis Crescent

## Report Approval

Written by: Keith Folkersen, Planner, Planning and Development  
Reviewed by: Lesley Anderson, Acting Director of Planning and Development  
Approved by: Randy Grauer, General Manager, Community Services Department

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Site Map



01 SITE PLAN  
A10-02-01 1:500

Artist's Rendering of 241 Willis Crescent



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## Summer Festivals - 2013 (Security Options for Public Events in City Parks)

### Recommendation

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

That the September 8, 2014 report of the General Manager, Community Services Department, be received as information.

### Topic and Purpose

This report will provide information on security and policy guidelines for events taking place in Saskatoon parks.

### Report Highlights

1. The Recreation and Sport Division facilitates the planning and delivery of events in Saskatoon Parks through the coordination of civic services, Saskatoon Police Service (SPS), and the Saskatchewan Liquor and Gaming Authority (SLGA).
2. The SLGA mandates the level of security required for events that serve alcohol and the SPS determines policing requirements.
3. Special events are reviewed on a case-by-case basis and assessed for risk based on predetermined risk factors.

### Strategic Goal

Under the Strategic Goal of Quality of Life, this report supports the long-term strategy to reduce and prevent crime and to provide protective services in our downtown core and neighbourhoods.

### Background

During its March 3, 2014 meeting, City Council received an information report concerning the 2013 Summer Festival season and special event bookings in Saskatoon parks. At this same meeting, City Council resolved:

“that the matter of private security options for summer festivals be referred to the Administration for review and report, and the Board of Police Commissioners for consideration.”

A report was received by the Board of Police Commissioners on April 7, 2014.

### Report

#### Recreation and Sport Takes a Lead Role in Event Planning

To better meet the needs of event organizers and improve customer service, the Recreation and Sport Division has taken a lead role in the coordination of events creating

## **Summer Festivals - 2013 (Security Options for Public Events in City Parks)**

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a single point of contact for civic services. This coordination involves bringing together the event organizer, impacted civic departments, SPS, and the SLGA to review event plans. Once the review is complete, administrative conditions are established to mitigate risk for the public and reduce the impact on the surrounding neighbourhood. Following this meeting, Recreation and Sport ensures the administrative conditions are reflected in a letter sent to the event organizer.

### Police and Security Levels Mandated by SLGA and SPS

Recreation and Sport does not have the authority to mandate the levels of security or police required for events that serve alcohol; this is regulated by SLGA and the SPS. According to SLGA guidelines, one trained security personnel is required for every 100 persons up to 1,000 and one trained security personnel for every additional 250 persons over the 1,000 mark. The SPS may deem, through their experience and expertise, that additional measures be taken in the form of Special Duty Police to ensure the safety of the public.

### Events are Reviewed on a Case-by-Case Basis

To ensure public safety, special event applications are reviewed on a case-by-case basis and assigned a level of risk. The amount of risk is based on the responses by the applicant to the questions on the Risk Assessment Form within the application. This assessment considers a number of factors including:

- a) whether food and alcohol are being served;
- b) anticipated attendance numbers per hour;
- c) history of the event;
- d) whether there are fireworks;
- e) whether the event runs past midnight; and
- f) other events occurring throughout the city over the same time period.

Once the risks have been established, the SPS works with the event organizer to determine the number of Special Duty Police required to complement the security personnel mandated by SLGA.

### **Public and/or Stakeholder Involvement**

Discussions have been held with the SPS and SLGA regarding security options for public events in City parks. Both agencies agree with the information provided in this report.

### **Communication Plan**

A communication plan is not required.

### **Other Considerations/Implications**

There are no policy, financial, environmental, privacy, or CPTED implications or considerations.

**Summer Festivals - 2013  
(Security Options for Public Events in City Parks)**

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**Due Date for Follow-up and/or Project Completion**

There is no follow-up required at this time.

**Public Notice**

Public Notice, pursuant to Section 3 of Public Notice Policy No. C01-021, is not required.

**Report Approval**

Written by: Heather Newell, Special Project Consultant, Recreation and Sport  
Reviewed by: Cary Humphrey, Director of Recreation and Sport  
Approved by: Randy Grauer, General Manager, Community Services Department

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## Award of Contract – Animal Control Services

### Recommendation

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That the Saskatoon Animal Control Agency be awarded the contract for animal control services for the City of Saskatoon commencing May 1, 2014; and
2. That the City Solicitor be requested to prepare the necessary agreement and His Worship the Mayor and the City Clerk be authorized to execute the agreement under the Corporate Seal.

### Topic and Purpose

The purpose of this report is to award the contract for animal control services within the City of Saskatoon (City) to Saskatoon Animal Control Agency (SACA).

### Report Highlights

1. The Administration issued a Request for Proposals (RFP) on March 11, 2014, seeking proposals for the provision of animal control and dangerous animal control services to the City for a five-year contract. Tenders closed on April 3, 2014. Only one proposal was received.
2. Recreation and Sport entered into contract negotiations with SACA in regards to the received proposal and reached an agreement on July 11, 2014. A summary of the Terms of Agreement are identified in this report.

### Strategic Goal

This report supports the long-term strategy of creating a business-friendly environment. This report also supports the Strategic Goal of Quality of Life by providing protective services in our neighbourhoods and contributes to public safety.

### Background

The City has an established Animal Services Program. The provision of this program is governed by Animal Control Bylaw, 1999, No. 7860 and Dangerous Animal Bylaw, 2003, No. 8176 (The Bylaws). Animal control and dangerous animal bylaw enforcement services are currently provided by SACA.

Under the provision of their current contract, SACA provides all facilities, equipment, and training required to provide bylaw enforcement services relating to The Bylaws. SACA is now operating in their tenth year of providing animal control services to the City. This experience is a valuable resource for the City as consistency of enforcement and bylaw knowledge are important factors for the continued effectiveness of the Animal Services Program.

Recreation and Sport also works with the Saskatoon Society for the Protection of Cruelty to Animals Inc. (SPCA) for the provision of pound-keeping services and the designated Animal Protection Agency for the City.

## **Report**

### RFP Issuance

An RFP for the provision of animal control services was issued on March 11, 2014. Tenders closed on April 3, 2014, with only one bid being received from SACA.

The Administration is recommending awarding the contract to SACA for the provision of animal control services based on the following criteria:

- a) proponent information – 5%;
- b) facilities and equipment – 15%;
- c) fees and payment – 15%;
- d) hours of operations – 10%;
- e) staffing – 15%;
- f) services provided by the Agency – 20%;
- g) complaints procedure – 10%; and
- h) records and information – 10%.

Along with the above criteria, the Administration entered into negotiations with SACA in relation to fees and mechanisms to create process efficiencies. These negotiations concluded on July 11, 2014, when a suitable agreement was reached in this regard.

### Terms of Agreement

The terms and conditions are reflective of the existing contract (see Attachment 1), with the exception of the following:

- a) The Term of this Agreement is from May 1, 2014, to December 31, 2018.
- b) For the year commencing May 1, 2014, and ending December 31, 2014, the City agrees to pay SACA \$303,133.33, plus GST, (Payment for Services), to be paid in equal monthly installments on the first day of each month during the Term of the Agreement.
- c) Beginning January 1, 2015, and in each subsequent year of the Term, the Payment for Base Services will increase on a 2% annual basis.
- d) An annual payment of \$30,000 has been identified for the provision of Special Services. This Special Services payment is contingent on an annual increase to license sales of 1,100 units.

### **Options to the Recommendation**

1. City Council could reject the recommendation and proceed with a second RFP for services. The Administration is not aware of any other existing corporation or group that would be able to perform the bylaw enforcement services without a significant capital investment.
2. City Council could reject the recommendation and request that animal control services be absorbed and administered by the City. This option is not recommended as the City is not equipped or staffed to handle animal control services.

### Public and/or Stakeholder Involvement

No public or stakeholder involvement is required at this time.

### Communication Plan

The Administration will report the outcome of City Council’s decision to the Animal Control Advisory Committee.

### Financial Implications

Funding for animal control services is available in the 2014 Operating Budget for Animal Services. The agreement reached is based on a 2% annual increase to the base contract amount.

| Year                    | 2014                     | 2015             | 2016             | 2017             | 2018             |
|-------------------------|--------------------------|------------------|------------------|------------------|------------------|
| Base Contract Amount    | \$303,133 <sup>(1)</sup> | \$463,794        | \$473,070        | \$482,531        | \$492,182        |
| Special Services Amount | \$ 30,000                | \$ 30,000        | \$ 30,000        | \$ 30,000        | \$ 30,000        |
| <b>Total</b>            | <b>\$333,133</b>         | <b>\$493,794</b> | <b>\$503,070</b> | <b>\$512,531</b> | <b>\$522,182</b> |

Note 1: The 2014 base contract amount is based on \$454,700 prorated over eight months (May 1 to December 31).

The Special Services payment is contingent on an annual license increase of 1,100 units.

### Other Considerations/Implications

There are no policy, privacy, CPTED, or environmental implications or considerations at this time.

### Due Date for Follow-up and/or Project Completion

Subject to City Council accepting the recommendations as listed in this report, a contract between SACA and the City will be retroactive to May 1, 2014, and expire December 31, 2018, for the City’s animal control services.

Upon the contract expiration in 2018, the two parties may enter into negotiations to extend the contract for up to two five-year terms.

### Public Notice

Public Notice, pursuant to Section 3 of Public Notice Policy No. C01-021, is not required.

### Attachment

1. Summary of Key Terms of the Saskatoon Animal Control Agency Agreement

### Report Approval

Written by: Chelsie E. Schafer, Animal Control, Recreation and Sport  
Reviewed by: Loretta Odorico, Acting Director of Recreation and Sport  
Approved by: Randy Grauer, General Manager, Community Services Department

**Summary of Key Terms of the Saskatoon Animal Control Agency Agreement**

1. Saskatoon Animal Control Agency (SACA) is responsible for the enforcement of The Animal Control Bylaw, 1999 and The Dangerous Animals Bylaw, 2003.
2. The Term of this Agreement is from May 1, 2014, to December 31, 2018.
3. For the year commencing May 1, 2014, and ending December 31, 2014, the City agrees to pay SACA \$303,133.33, plus GST, to be paid in equal monthly installments on the first day of each month during the Term of the Agreement.
4. Beginning January 1, 2015, and in each subsequent year of the Term, the payment for Base Services will increase on a 2% annual basis.
5. An annual payment of \$30,000 has been identified for the provision of Special Services. The Special Services payment is contingent on an annual increase to license sales of 1,100 units.
6. SACA is responsible to provide office/storage space and equipment suitable for the operation of enforcement services.
7. SACA shall ensure that the office is open, at a minimum, from 9:00 a.m. to 5:00 p.m., Monday to Friday, inclusive (excluding statutory holidays).
8. SACA shall ensure that telephone service is available to the public 24 hours a day, 7 days a week.
9. SACA shall employ sufficient staff to properly provide enforcement services.
10. Members of the staff of SACA shall attend court when necessary as it relates to the enforcement of the Bylaws.
11. The City shall supply Notice of Violation Forms, and all fines shall be payable to the City of Saskatoon.
12. The City shall forward to SACA any complaints received by the City, and SACA shall investigate them as if the complaints were made to SACA directly.
13. SACA is responsible for keeping accurate and detailed records and for submitting monthly operational reports to the City.
14. The City may conduct yearly performance reviews.
15. There are the usual agreement provisions to handle default or termination, to indemnify one another for acts or omissions, insurance, to address providing notice to each party, and addressing amendments to the Agreement.

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## Request to Construct and Operate Saskatoon's Winter Recreation Park and Lifestyle Activity Centre at Diefenbaker Park

### Recommendation

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That the request by the Optimist Club of Saskatoon, to construct and operate Saskatoon's Winter Recreation Park and Lifestyle Activity Centre at Diefenbaker Park, continue to be approved, in principle;
2. That the City Solicitor be requested to prepare the appropriate Memorandum of Understanding, based on the details set out in this report, and that His Worship the Mayor and the City Clerk be authorized to execute the Memorandum of Understanding under the Corporate Seal;
3. That the Administration prepare a Capital Budget submission for the City of Saskatoon's contribution towards the Winter Recreation Park and Lifestyle Activity Centre; and
4. That at the appropriate time, the Administration bring forward a further report to City Council concerning the details for a Memorandum of Agreement to address the construction, operation, and maintenance of the facility, as well as the establishment of a Dedicated Capital Reinvestment Fund, the contributions to the fund being made by the Optimist Club, and the proposed granting of a five-year tax abatement.

### Topic and Purpose

This report will summarize the Business Plan submitted by the Optimist Club of Saskatoon (Optimist Club) to manage and operate the Winter Recreation Park (Park) and Lifestyle Activity Centre (Activity Centre) at Diefenbaker Park.

### Report Highlights

1. The Optimist Club has submitted a Business Plan to capital fundraise, construct, and operate the Park and Activity Centre and enter into a Memorandum of Agreement (MOA) with the City of Saskatoon (City). The Business Plan provides details of the Optimist Club's organization summary, facility management, financials, and implementation plan.
2. The Optimist Club has requested the City to support the capital and operations of the Park and Activity Centre in Diefenbaker Park. Diefenbaker Park was chosen as the ideal location for this project due to its natural suitability for tobogganing; snow tubing (four to five groomed lanes); snowboarding, including a snow terrain park; and the the space requirements for a building and parking lot.
3. Subject to certain conditions being met, the Administration has reviewed and supports the Optimist Club's Business Plan, in principle, to ensure a sustainable operation of the Park and Activity Centre.

4. In lieu of paying property taxes, the Optimist Club would make annual contributions to a Dedicated Capital Reinvestment Fund (Reinvestment Fund) to establish a major equipment and building replacement reserve. This would be the basis for providing the Optimist Club with a five-year tax abatement for the Park and Activity Centre.

### **Strategic Goal**

Under the Strategic Goal of Quality of life, this report supports the four-year priority to provide opportunities for activities in a winter city. Also within the Strategic Goal of Quality of Life, this report supports the long-term strategy to ensure existing and future leisure centres and other recreational facilities are accessible, physically and financially, and meet the community needs.

### **Background**

At its December 5, 2011 meeting, City Council approved a report from the General Manager, Community Services Department, recommending that for any future private facilities that are located on Municipal Reserve, contract terms between the City and the other party will address contributions to a Reinvestment Fund for the facility.

At the November 18, 2013 City Council meeting, representatives from the Optimist Club requested City Council to consider a legacy project for the City. This legacy project proposes a Park and Activity Centre at Diefenbaker Park. Diefenbaker Park was chosen as the ideal location for this project due to its natural suitability for tobogganning, tubing, and snowboarding, as well as the space requirements for a building and parking lot to support the Park and Activity Centre. City Council requested the Administration to review the proposal and provide a report.

At its March 31, 2014 City Council meeting, City Council approved a report from the General Manager, Community Services Department, recommending that Diefenbaker Park be approved, in principle, as the proposed location for the Optimist Club's Park and Activity Centre. Subject to a timely submission and review of the Business Plan from the Optimist Club, the Administration was directed to submit a final report to City Council later in 2014, for approval of the Business Plan and capital project.

### **Report**

#### The Optimist Club Business Plan

The Optimist Club Business Plan (see Attachment 1) is comprised of four components. An overview of the Business Plan components are as follows:

- a) Organization Summary
  - i) Vision and Strategic Goal – To establish an affordable, family-orientated recreation and activity Park at Diefenbaker Park and to create a winter legacy for the City. The Park and Activity Centre would fulfill the needs of an ever-growing population and provide the community with safe, family activities during long Saskatchewan winters.

- ii) Strategic Partners – The Business Plan identifies strategic partners with whom the Optimist Club is currently building relationships and partnerships (e.g. legal, financial, programming, etc.).
- b) Facility Management
  - i) Management Structure – The Optimist Club will establish a local non-profit organization, which will be administered by a Board of Directors and will be accountable for the overall direction and policies of the Park and Activity Centre.

The management structure will include a full-time executive director/general manager to oversee operations, programming, facility maintenance, and employee supervision.

- ii) Facility Program Schedule and Operations – The Park will be operational for the winter season (approximately 16 weeks); weekday hours will be Monday to Friday from 4 p.m. to 9 p.m., and weekend and holidays hours from 10 a.m. to 9 p.m.

Admissions for the Park would include:

- Daily pass - \$10 per person;
- Individual season pass - \$150 per person; and
- Family season pass - \$350 per family.

The Activity Centre would be available for use year-round.

- c) Operating Expenditures and Revenues

The Optimist Club is proposing to generate \$671,000 in total annual revenue, and their annual projected expenses will be \$590,812. It is the intention of the Optimist Club that the local non-profit corporation that operates the business follows these guidelines:

  - i) Annual profits are utilized towards building a reserve fund which equals three years of expenses; and
  - ii) Once the reserve fund has been established, any excess dollars may be contributed to Phase 2 of the Park and Activity Center and/or funding additional youth-oriented community events and initiatives in the community.
- d) Implementation Plan

Subject to City Council approval, the Optimist Club would enter into an agreement with DCG Philanthropic Services Inc. The Optimist Club envisions the fundraising campaign will take approximately 9 to 12 months

to achieve their goal of fundraising the remaining capital, estimated at \$5 million.

The Optimist Club is aware of the City's Naming Rights Policy, and if the recommendations in this report are accepted, there would be further information forthcoming on this matter.

It is Optimist Club's plan to have a functioning Park with hill construction completed during the 2015 calendar year. Construction of the Lifestyle Activity Centre would be completed prior to the end of 2016.

#### The Administration's Review of the Business Plan

The Administration met with the Optimist Club to review the Business Plan. The review focused on the specific requests of the City (see Attachment 2). The Administration supported the specified requests made by the Optimist Club except for the following:

1. Provision of clean dirt/soil to complete the hill to the desired elevations – The City can provide clean dirt/soil as Saskatoon Land has excess dirt/soil that can be used for this project. However, the Optimist Club will be responsible for the cost to transport the clean dirt/soil to Diefenbaker Park.
2. Rename the park to "Optimist Hill at Diefenbaker Park" - The Administration, in principle, supports renaming the hill to "Optimist Hill at Diefenbaker Park" as a way to recognize the Optimist Club's financial contribution and sponsorship for the Park and Activity Centre. Sponsorship Policy No. C09-028 allows the City to enter into an agreement where the terms and conditions of an MOA will be reported to City Council for approval.
3. All compliance reports and permits to be granted from inception ongoing - The Optimist Club will be responsible for securing all compliance reports and permits as part of the capital project process.
4. Bus service expansion to include closer access to the Park and Activity Centre - Recreation and Sport will facilitate discussions with Saskatoon Transit at a future date once the facility is open and operating. To-date, these discussions have not occurred.
5. Waste management provision and recycling services - Recreation and Sport will facilitate discussions with Public Works at a future date. To-date, these discussions have not occurred.

The Administration has reviewed and supports the Optimist Club's Business Plan, in principle, to ensure a sustainable operation of the Park and Activity Centre. A Memorandum of Understanding (MOU) illustrates the commitment by the City to the project, and allows the Optimist Club to proceed with their fundraising campaign. The MOU is not intended to be a binding agreement with respect to the final facility. The binding agreement will be carried out upon City Council's approval of an MOA. The

MOA will address the construction, operation, and maintenance of the Park and Activity Centre, as well as the establishment of a Reinvestment Fund, with all contributions to the fund being made by the Optimist Club and the proposed granting of a five-year tax abatement.

#### Dedicated Capital Reinvestment Fund and Tax Abatement

Civic facilities contribute tax dollars to reserves for capital reinvestment in its facilities. Having the Optimist Club contribute in this same fashion to a Reinvestment Fund would ensure that funds are being put back into this facility.

The Optimist Club would receive a five-year tax abatement on the condition that they annually contribute the City portion of taxes to the Reinvestment Fund to be used to establish a major equipment and building replacement reserve for the Park and Activity Centre. The tax abatement will begin the first year following the completion of the construction of the Park and Activity Centre.

This Reinvestment Fund would be set up as a separate City account. Interest earned on contributions to the fund would go back into the Reinvestment Fund and would not become part of the general revenue for the City.

In the event that the Optimist Club is unable to operate the Park and Activity Centre in the future, the City could:

- 1) use monies collected in the Reinvestment Fund to dismantle or remove the Park and Activity Centre;
- 2) operate the washrooms and use the Reinvestment Fund to provide any required maintenance; or
- 3) lease out any concession services, including the management of the Activity Centre.

With Options 1 and 2, the City would have to budget an annual contribution to Civic Buildings Comprehensive Maintenance Reserve (CBCM).

#### **Options to the Recommendation**

City Council could decline to establish the proposed Reinvestment Fund and grant a five year tax abatement. In this case, the Optimist Club would be left to fund, or not fund, its own capital reserve and make, or not make, the necessary capital repairs to the Park and Activity Centre that are located on Municipal Reserve Land.

#### **Public and/or Stakeholder Involvement**

The Administration will continue to assist the Optimist Club to inform internal and external user groups, including the Meewasin Valley Authority (MVA), of their development plans for the Park and Activity Centre.

Design will require approval from the MVA.

### **Communication Plan**

The Optimist Club is committed to operate the facility in a fair and equitable manner. Communication with potential users has already occurred through the study performed by Inshgtrix Research Inc. and will continue as the project moves into the capital fundraising phase.

### **Policy Implications**

There are no policy implications.

At the appropriate time, the Administration will bring forward a further report to City Council concerning the details for a Memorandum of Agreement to address the construction, operation, and maintenance of the facility, as well as the establishment of a Dedicated Capital Reinvestment Fund, the contributions to the fund being made by the Optimist Club, and the proposed granting of a five-year tax abatement.

City Council approval is required for all naming rights arrangements.

### **Financial Implications**

The Optimist Club is responsible for capital project funding, estimated at \$5 million, and will oversee all aspects of construction of the Park and Activity Centre.

The City would be responsible for the design and installation of the utility services (water, sewer, electrical, and natural gas) to the Park and Activity Centre. Below is a breakdown of funding for this capital project.

| Total Estimate for the Capital Project | Optimist Club Capital Contribution | City Capital Contribution |          |
|--|------------------------------------|---------------------------|----------|
|  |                                    | Funded                    | Unfunded |
| \$5,535,000                            | \$5,000,000                        | \$465,000                 | \$70,000 |

The Administration supports this project as it provides opportunities for activities in a winter city.

The Administration is preparing a Capital Budget submission for the City's contribution towards the Park and Activity Centre. At the June 24, 2013 City Council meeting, City Council approved a report from the General Manager, Community Services Department, which identified the Dedicated Lands Priority Projects, including \$465,000 for the construction of a new permanent accessible washroom located in a Special Use Park.

The Administration will be requesting \$70,000 from the Reserve for Capital Expenditures through the 2015 Capital Budget process and is recommending to use the \$465,000 from the Dedicated Lands Priority Projects to fund the design and installation of the necessary utility services to the Park and Activity Centre. Design and construction of the utility services will begin once capital funding for this project has been secured.

## **Request to Construct and Operate Saskatoon's Winter Recreation Park and Lifestyle Activity Centre at Diefenbaker Park**

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The Activity Centre will be available for use year-round and provide accessible washrooms to support activities (i.e. festivals, special events, park programming) in Diefenbaker Park and along the MVA trail system.

The Parks Division currently has an operating budget to provide a basic service level at Diefenbaker Park. This basic service level is as follows:

- grading the existing parking lot and road, including snow removal;
- maintaining the park, including garbage removal; and
- maintenance of the lights on Diefenbaker Hill.

The Administration will continue to work with the Optimist Club until detailed design of the Park and Activity Centre is complete. If there are any additional requests to the City that may have an operating impact, the Administration will report back prior to completing the 2017 operating budget.

### **Safety/Crime Prevention Through Environmental Design (CPTED)**

A Safety/CPTED review of the Park and Activity Centre will be completed when the detail design is complete. Detail design will begin once capital funding for this project has been secured.

### **Other Considerations/Implications**

There are no environmental or privacy implications or considerations.

### **Due Date for Follow-up and/or Project Completion**

Subject to City Council approving the recommendations in this report, the Administration will begin formal discussions with the Optimist Club and report back to City Council on the key terms and conditions of an MOA. It is anticipated that a follow-up report will be completed prior to September 2015.

### **Public Notice**

Public Notice, pursuant to Section 3 of Public Notice Policy No. C01-021, is not required.

### **Attachments**

1. Winter Recreation Park & Lifestyle Activity Centre Business Plan
2. Optimist Club of Saskatoon Request of City of Saskatoon Services

### **Report Approval**

Written by: Brad Babyak, Integrated Facility Supervisor, Recreation and Sport  
Reviewed by: Cary Humphrey, Director of Recreation and Sport  
Approved by: Randy Grauer, General Manager, Community Services Department

S/Reports/RS/2014/PDCS – Request to Construct and Operate Saskatoon's Winter Recreation Park and Lifestyle Activity Centre at Diefenbaker Park/ks

OPTIMIST CLUB OF SAKATOON

# Winter Recreation Park & Lifestyle Activity Centre

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## Business Plan

**Rob Letts**

**July 23, 2014**

A few years ago, the Optimist Club of Saskatoon resolved to create a winter legacy for the City of Saskatoon. As the city flourishes, the need for permanent winter recreation grows. A Winter Recreation Park & Lifestyle Activity Center would fulfill the needs of an ever-growing population and provide the community with safe, family activities during long Saskatchewan winters.

## **Organization History**

The Optimist Club of Saskatoon is a non-profit organization which was established in 1967. The Optimist Club of Saskatoon has a long relationship with the City of Saskatoon. Although the Optimists are an international organization, each individual club chooses well defined projects that reflect the interest of the club members and the needs of the youth in their community. These projects offer a good opportunity to work together for a worthy cause and to reach goals which are meaningful and pertinent to their group. Optimists are motivated by the opportunity to make a difference in the lives of young people and in the betterment of the community.

## **Mission Statement**

By providing hope and positive vision, Optimists bring out the best in kids.

## **Strategic Goals**

The Optimist Club of Saskatoon has been known mainly for their contribution to the City of Saskatoon and to the community by hosting the annual Canada Day celebrations in Diefenbaker Park. A few years ago, the Optimist Club of Saskatoon resolved to create a winter legacy for the City of Saskatoon. As the city flourishes, the need for permanent winter recreation grows. A Winter Recreation Park & Lifestyle Activity Center would fulfill the needs of an ever-growing population and provide the community with safe, family activities during long Saskatchewan winters. A recent survey conducted by Insightrix Research Inc. states that of nearly 1000 residents surveyed, 96% were in favour of the Winter Recreation Park & Lifestyle Activity Center and 82% would use the facility. The introduction and success of the Winter Recreation Park & Lifestyle Activity Center could potentially expand to summer activities at the hill and Lifestyle Activity Centre.

## **Vision Statement**

Our vision in phase 1 is to establish an affordable, family oriented recreation and activity Winter Recreation Park at Diefenbaker Park. The attractions will include a toboggan hill; 4-5 groomed lanes for snow tubing, snow terrain park and snowboarding area and a lifestyle activity centre. A magic carpet (conveyor belt) with an attendant will allow parents, grandparents, and children to get to the top of the hill safely and with ease. The park will provide youth and families with winter recreation activities to promote a healthy lifestyle which encourages fitness and overall wellness within the community. Tubes used on the hill will be available through the purchase of a day pass. Corporate sponsors will have the opportunity to advertise and promote their services through sponsorship of the tubes.

The Lifestyle Activity Centre will be a multi-functional facility, designed to meet the needs of the new winter park and the community. The centre is expected to be approximately 4000 square feet and used for school groups, citizens of the community and corporate clients. It will be designed to be a multi-season facility.

## **Strategic Partners**

Currently, the Optimist Club of Saskatoon is building relationships and partnerships with the City of Saskatoon, Prairieland Park, Meewasin Valley Authority, Eco Adventures, DCG Philanthropic Services Inc., the Saskatoon Public School Division, the Saskatoon Catholic School Division and the Prairie Spirit School Division as well as other Optimist Clubs in the community.

Our partnership with the City of Saskatoon is essential for our group to achieve success in this endeavor. This relationship is necessary as the proposed site, currently Diefenbaker Park, is a Municipal Park space. A lease agreement with the City of Saskatoon for the development of the hill project and lifestyle activity centre is needed. (Like most parks in the city, there are bylaws against commercial activity.) We must coordinate with the city to implement all the factors involved.

We believe creating and nurturing a relationship with our neighbors at Prairieland Park would be beneficial for both our facilities. With our lifestyle activity centre being used for small events a catering agreement with Prairieland Park would be favourable for all parties involved. We have currently made preliminary contact and will continue to ensure agreements are established if appropriate.

There has been initial discussion with both Doug's Spoke & Sport and Outtabounds Saskatoon. Both local, both specialising in sporting equipment, a relationship with one or both of these companies would be a necessary part of the Snow Park. Having a professional rental facility on site with shared profits would not only enhance our business but would assist in developing existing home-grown companies in return.

Like the Optimist Club of Saskatoon, the Western Development Museum is an active member of local tourism and they are committed to the community. As we have made initial contact, we feel the potential to partner with them and share services by creating tour packages will add uniqueness to our province and city. As well, our fellow Optimist clubs in the city look forward to a shared facility for meetings and special events.

A local tour company named Eco Glide River Tours has shown interest in adding the Winter Recreation Park & Lifestyle Activity Center to their itinerary. They specialize in tourism and corporate events and are excited about the possibility of utilizing the Meewasin Valley Trails surrounding us. Preliminary discussions may entail an opportunity for them to rent storage space from us to store their Personal Transporters (PT's) at our location during our off season.

As the Meewasin Valley runs approximately 60 km along the river valley and through the City and surrounding Municipalities, their approval is vital. As their mission statement declares, "The Meewasin Valley Authority exists to ensure a healthy and vibrant river valley, with a balance between human use and conservation." Not unlike the Winter Recreation Park & Lifestyle Activity Center, they too are interested in, "the benefit of present and future generations."

Preliminary discussions with the Saskatoon Public School Division have been encouraging. They have shown great interest in adding this location to potential outdoor education. By adding activities such as snow shoeing and cross country skiing to the existing activities, this would put the project in line with their physical education curriculum. Initial projections estimate 1350 students in the Public School Division would visit the park yearly. The Prairie Spirit School Division is interested in the Winter Recreation Park & Lifestyle Activity Center as well. The Saskatoon Catholic School Division has also been approached by the committee to inquire on their interest in the Winter Recreation Park & Lifestyle Activity Center. Schools and teachers would also have the option of booking the Winter Recreation Park & Lifestyle Activity Center and facility throughout the season on a pay per person basis as an added activity and field trip option.

Currently, several schools travel annually to Table Mountain in North Battleford, SK to provide a day of outdoor physical activity for their students. With the rising costs of transportation, these types of school sanctioned day trips are not financially available to all students. Due to the distance, school buses are not utilized for these school trips and Greyhound buses are costly, not to mention the rising cost of equipment rentals. Having a Winter Recreation Park & Lifestyle Activity Center in Saskatoon would enable our students to enjoy ½ days at the park with costs that are possible for everyone and planning made simple as extra bus rentals are not required.

DCG Philanthropic Services Inc. is a Saskatoon based consulting firm specializing in fundraising, sponsorships, marketing and communication services. We are excited at the prospect of partnering with DCG and utilizing their over twenty years of experience in this type of campaigning. As our campaign team, with their strong track record and commitment to working closely with our Board we feel success is the natural outcome. DCG's current client's, to name a few, are Friends of the Bowl Foundation, Saskatoon Friendship Inn, Children's Discovery Museum and the Wanuskewin Heritage Park. Joe Van't Hof, member of the Optimist Club of Saskatoon and Snow Park Committee, will work closely with DCG in marketing the Snow Park. Joe brings a wealth of knowledge in marketing and advertising in his role as National Account manager with CBS Outdoor Canada.

Our other partnerships consist of our legal team at Cuelenaere, Kendall, Katzman & Watson, whom are a full service law firm with a wealth of experience including corporate commercial matters. D. Roger Arnold LL.B, B.Comm, a Partner at Cuelenere & Company, represents large and small businesses in all aspects of commercial law as part of his practice. Alongside Mr. Arnold, Bradley Sylvester, a member of the Optimist Club of Saskatoon will assist in the corporate set up of the Board of Directors for the Optimist Snow Park. Bradley, a National Account Manager for Sofina Foods Inc., is a member of the Board of Directors for the ISC, the Sandra Schmirler Foundation, and is Vice Chair of the District Planning Committee. Brad has earned his Chartered Director Accreditation, graduated by McMaster University and the Conference Board of Canada.

Terry McAdam C.A, the Vice President of Finance at SIIT and member of The Optimist Club of Saskatoon will head the financial team for the Snow Park. Terry will work alongside Robert Letts, CPCA, EPC, CDS of Independent Financial Services. Robert, an Optimist member and the Committee Chair for the Optimist Snow Park brings his experience in financial services to the team.

Although the construction team is not yet fully developed, we are thrilled by the interest from many local companies we have met with. Since inception of our vision we have engaged Derek Kindrachuk, an architect with Kindrachuk Agrey Architectural and Rob Crosby of Crosby Hanna & Associates relating to landscaping architecture and community planning. Ken Cenaiko P.Eng, President of Croatia Industries in Saskatoon will work closely with the facilities team. Also a member of the Optimist Club of Saskatoon and Snow Park Committee he will help facilitate both the building and hill construction. A locally owned and operated leading independent supplier of heavy equipment solutions for earth moving and construction industries has approached our committee and expressed an interest in an in-kind donation of the use of their equipment for the project. Their commitment to volunteer their products and services to help implement the Winter Recreation Park & Lifestyle Activity Center with these needs is monumental!

### **Management Structure**

The Winter Recreation Park & Lifestyle Activity Center will be activated as a non-profit organization which will be administered by a board of directors. The board of directors will be comprised of 3-7 persons with a maximum of 9 people on board. In the early stages, 2- 3 directors will be members of the Optimist Club of Saskatoon. The board will be comprised of individuals in the community who will be directly accountable for the overall direction and policies of the Winter Recreation Park & Lifestyle Activity Center. Powers are given to the board by the Articles of Incorporation document, for example, the board can configure the non-profit in whatever structure it prefers to meet the organization's mission and usually does so via specifications in bylaws.

Members at large and members of The Optimist Club of Saskatoon will establish the board by election and by a vote. They will have Optimist members on board to ensure the vision, long term goals and legacy of the project remain intact. Members of non-profit boards are generally motivated by a desire to serve the community and the personal satisfaction of volunteering.

In summary:

- *Board Chair* - A board chair's role is central to coordinating the work of the board, executive director and committees. The chair's role may have appointive power for committees, depending on what is specified about this role in the bylaws. The power of the board chair is usually through persuasion and general leadership.
- *Committees* - Typically, the board chooses to carry out its operations using a variety of board committees.
- *Executive Director* - The board typically chooses to have this one person who is ultimately responsible to carry out the wishes of the board. The executive director is directly accountable for the work of the staff and supports the work of the board committees.
- *Staff* - Staff report to the executive director and may support the work of the committees.

· *Volunteers* - Volunteers are unpaid personnel who assist staff, serve on committees and generally work under the direction of the executive director.

We foresee the management structure of the park and activity centre to include a full time general manager for day to day operations. This manager would be responsible to run both sections of the business, including staffing, marketing, coordinating events, etc. An annual salary with benefits would be included with the position. An administrative assistant/book keeper would also be required with a work schedule of approximately 30-40 hours per week year round. This person would be required for all reception including book handling duties and assisting the manager with events. The main functions of these two employees will be to oversee that the events in the activity centre are successful, deal with customers using the rental facility and to oversee that the operation of the Winter Recreation Park & Lifestyle Activity Center is efficient.

Several part-time employees will be required at various times based on bookings and general day to day business including evenings. Their duties will include manning the ticket booth, conveyor, tube runs and other activities. This staff will be needed for the entire winter season which is estimated to be 16 weeks. Due to the nature of the activities, staff would be trained in basic first aid and CPR.

Part time staff may be needed in the off season based on bookings for events. A full time, year round, maintenance/custodian would be required for general upkeep and to maintain both the interior and exterior of the facility.

### **Facility Program Schedule & Operations**

Initially, a weekday schedule for the tube hill would be from 4 pm to 9 pm on weekdays, with exception. Groups of approximately 30 or more would be able to book the Winter Recreation Park & Lifestyle Activity Center and facility on a private basis during the day. This would be required to accommodate school and special interest groups or even corporate events. Weekend and holiday hours would be extended from 10 am to 9 pm.

Rentals for the Winter Recreation Park & Lifestyle Activity Center would be purchased in the form of a \$10 day pass. Park-goers would receive a tag, similar to that of a ski lodge. This would give them access to the tube park which would include their snow tube and the usage of the conveyor. Snowboarders that are interested in utilizing the snow board hill would also purchase a day pass and would be able to bring their own equipment. This would give them access to the j-hook/lift system and conveyor for beginners. Our hope is to get a local business involved that would be able to lease space to rent out snowboarding equipment on a person to person basis. Helmets would be available to rent for those interested. We would also like to see this expand to cross country ski rentals and snow shoe rentals. Revenue generated from their rentals would have to be determined as we would be providing the building space.

A portion of the Lifestyle Activity Centre will be built as a concession kiosk. The plan is to lease this space to an individual or business that fits in with our vision of healthy living. Although they would be responsible for their own business license, we would work as a unit in regards to hours of operation so

that they coincide and all areas of the business flow together well. Some families may choose to bring in their own snacks and drinks which will be permitted. The concession will stay away from “fast food” items and the traditional chips, candy, and pop and offer fresh light fare. A lease agreement would have to be put in place and be reviewed annually or every other year.

The schedule for event rooms at the Lifestyle Activity Center would be on an individual booking basis. The layout would be one large room that is able to divide with sliding walls into 3 separate rooms which would individually accommodate 30 to 40 people each. Each room would have individual room lighting controls. An ample line of audio/visual equipment will be available on a rental basis with high speed internet access on request. Clients would have the option of round tables or long tables to accommodate a variety of room set ups.

Catering services would be available by booking in advance. We hope to align ourselves with local catering companies which would offer services to the Lifestyle Activity Center through delivery. Currently there are dozens of catering companies offering their services in Saskatoon. Although there will be an on-site kitchen available, it will mainly be set up to provide beverage service for meetings and use for catering and clean up. Rental on the rooms would depend on the type of booking and the individual requirements of each group.

Based on a study performed by Insigtrix Research Inc., with the residents of Saskatoon they found the potential support and usage of the Lifestyle Activity Centre to be encouraging. Based on the study, 27% of the businesses contacted had interest in renting the facility for meeting space approximately 2.6 times per business year. We foresee this location, with its easy access and free parking, being an ideal spot for daily corporate retreats/meetings, family celebrations and school functions.

### **Requested City Services**

To guarantee the success of the Winter Recreation Park & Lifestyle Activity Center our partnership with the City of Saskatoon is imperative. Our requests to the City of Saskatoon are realistic and attainable. Concessions on property taxes would be required. A long term lease agreement in place of eight, five year leases is being requested. We are also requesting all compliance reports and permits be granted from inception ongoing. For the Lifestyle and Activity Centre, including outbuildings and storage we would need water, sewer, electrical, telephone and natural gas lines. Although the Winter Recreation Park & Lifestyle Activity Center will employ maintenance staff to groom the snow hills and maintain the building interior and exterior, ensuring all citizens have safe and accessible entrance to the snow park is vital. Part of this would include way-finding signage to the Winter Recreation Park & Lifestyle Activity Center. Upon completion, bus service expanded to include closer access to our location would be requested. We would like the cities role to include: safe and clear road access to the snow park with proper lighting, keeping the parking lot clear, well lit and maintained for the participants of the Winter Recreation Park & Lifestyle Activity Center year round. Initially we had requested excavation work on the North East side of the Hill to widen the area for snowboarding and tobogganing. We would need an abundance of clean dirt/soil in order to complete the hill to the desired elevation as per the engineers. However we have had interest from local businesses to assist in this matter regarding earth moving

equipment and we are pleased about a possible partnership there. As well, assistance from the Light & Power department in regards to changing spot lights which are used to illuminate the hill. Being able to utilize these resources would be beneficial in our overall planning. Waste management and recycling services would naturally be required.

Lastly, we would like to rename the park once the project has been approved and construction is ready to begin. We would look forward to welcoming the citizens of Saskatoon and friends and neighbors from all over to the "Optimist Hill at Diefenbaker Park."

### **Implementation Plan**

Upon completion and acceptance of the business plan, our strategy is to enter into an agreement with DCG Philanthropic Services Inc. They in turn would initiate the process of gathering facts and information to complete our fundraising campaign. We envision the campaign will take approximately 6 to 9 months to achieve our goal of up to \$5,000,000.00. During the campaign we will be actively mapping out the layout of the Winter Recreation Park & Lifestyle Activity Center.

Our plan is to have a functioning Winter Recreation Park & Lifestyle Activity Center with all hill construction completed during the 2015 calendar year. This would mean by the 2015- 2016 winter season the Winter Recreation Park, excluding the Lifestyle Activity Centre, would be in full operation. To suitably meet the needs of the public, construction of the Lifestyle Activity Centre would be in full use by the year 2016.

### **Operating Expenditures & Operating Revenues**

The intention of the Optimist Club of Saskatoon is that the non-profit corporation that operates the business follows these guidelines:

- ➔ Annual profits are utilized towards building a reserve fund which equals 3 years of expenses; and
- ➔ Once the reserve fund has been established any excess dollars may be contributed to phase 2 of the Winter Recreation Park & Lifestyle Activity Center and/or funding additional youth oriented community events and initiatives in the community.

OPTIMIST CLUB OF SASKATOON

PROPOSED WINTER RECREATION PARK & LIFESTYLE ACTIVITY CENTRE

ESTIMATED REVENUE PROJECTIONS

|                          | Note |    |                |
|--------------------------|------|----|----------------|
| Snowboard Park User fees | 1    | \$ | 104,000        |
| Tube Park User fees      | 1    | \$ | 342,000        |
| Tube advertising         | 2    | \$ | 120,000        |
| School Group fees        | 3    | \$ | 20,000         |
| Corporate room rentals   | 4    | \$ | 85,000         |
|                          |      |    | <hr/>          |
| TOTAL REVENUE            | 5    | \$ | <u>671,000</u> |

1. Revenue estimates based on realistic assumption from Insightrix surveys
2. Estimated that there would be 200 tubes @ \$600.00 each. Insightrix survey indicated that 23% of businesses were interested in this type of advertising and with almost 10,000 businesses in Saskatoon this number should easily be attainable.
3. Based on input from school divisions. Saskatoon Public Schools estimated approx. 1350 students would attend the park during the season and Prairie Spirit School Division estimated approx 500 students. Still awaiting information from Saskatoon Catholic Schools. Estimated totals would be a approx 2500 students @ \$8.00 each
4. Per Insightrix survey, 5% of businesses surveyed were extremely interested in renting a space on site at an average perceived fair price per day of \$200-\$300. There are almost 10,000 businesses in Saskatoon; if those businesses rented only once a year, demand would exceed supply of space. We would estimate 200 day rentals @\$300/day plus special event rentals at Christmas and major corporate functions.
5. Total revenue sources identified at this time. Other anticipated revenue sources yet to be quantified include equipment rentals, snowboard lessons, concession sales and other advertising. Anticipate contracting some activities to outside parties with a % of revenue returned to the park operations.

OPTIMIST CLUB OF SASKATOON

PROPOSED WINTER RECREATION PARK & LIFESTYLE ACTIVITY CENTRE

ESTIMATED EXPENSE PROJECTIONS

|                              | Note |    |                |
|------------------------------|------|----|----------------|
| Advertising/Marketing        | 1    | \$ | 23,300         |
| Amortization                 | 2    | \$ | 146,730        |
| Bank charges                 |      | \$ | 600            |
| Computer expenses            |      | \$ | 2,500          |
| Capital replacement-building | 3    | \$ | 20,400         |
| Insurance                    | 4    | \$ | 17,210         |
| Legal & accounting           |      | \$ | 7,500          |
| Maintenance                  |      |    |                |
| Machinery & equipment        | 5    | \$ | 9,782          |
| Facilities                   | 6    | \$ | 42,500         |
| Meals & entertainment        |      | \$ | 500            |
| Rentals & leases             |      | \$ | 3,000          |
| Salaries & benefits          |      |    |                |
| General Manager              | 7    | \$ | 65,000         |
| Admin/marketing              | 8    | \$ | 90,000         |
| Operations                   | 9    | \$ | 50,400         |
| Operations part time         | 10   | \$ | 19,200         |
| Benefits                     | 11   | \$ | 33,690         |
| Supplies                     |      | \$ | 2,500          |
| Fuel                         | 12   | \$ | 11,600         |
| Telephone                    | 13   | \$ | 1,800          |
| Travel                       |      | \$ | 500            |
| Utilities                    | 14   | \$ | 22,100         |
| Contingency                  |      | \$ | 20,000         |
|                              |      |    | <hr/>          |
| TOTAL EXPENSES               |      | \$ | <u>590,812</u> |

## NOTES AND ASSUMPTIONS

1. Based on survey information from other similar type parks (Detroit Rec Park, Hickory Hills, Adanac Ski Resort), estimate 5% of total user fee revenues to be invested in marketing.
2. Amortization fees for capital equipment ( $\$489,100 \times .30$ )
3. Estimate 1.2% of facility capital costs per analysis by City of Saskatoon.
4. Estimate from Cherry Insurance.
5. Estimate 2% of equipment capital costs.
6. Estimate 2.5% of facility capital costs per analysis by City of Saskatoon.
7. Estimate full time GM at \$65k annually.
8. Estimate marketing manager (50k annual-full time) and admin/bookkeeper (40 k full time)
9. Study estimates 6-8 workers required depending on number of runs. Assumption: 7 workers working 30 hours per week for 20 weeks @ \$12.00 per hour.
10. Year round part time worker to oversee and maintain facility. Assumption 20 hours per week for 48 weeks @ \$20.00 per hour.
11. Benefits at average of 15% of all wages.
12. Fuel costs of 600 per week for 16 weeks of operation plus extra \$2,000 for other.
13. \$150.00 per month for 12 months.
14. Estimate 1.3% of facility capital costs per analysis by City of Saskatoon.

**Projected Special Event Reserve Funding and Expenditures  
2015 to 2018**

|                               | SPECIAL<br>EVENTS | PROFILE<br>SASKATOON | TOTAL<br>RESERVE |
|-------------------------------|-------------------|----------------------|------------------|
| 2014 Projected Ending Balance | (\$440,000)       | (\$441,139)          | (\$881,139)      |
| 2015 Annual Provision         | (\$250,000)       | (\$250,000)          | (\$500,000)      |
| 2015 Projected Requests       | \$440,000         | \$225,000            | \$665,000        |
| 2016 Annual Provision         | (\$250,000)       | (\$250,000)          | (\$500,000)      |
| 2016 Projected Requests       | \$0               | \$330,000            | \$330,000        |
| 2017 Annual Provision         | (\$250,000)       | (\$250,000)          | (\$500,000)      |
| 2017 Projected Requests       | \$150,000         | \$0                  | \$150,000        |
| 2018 Annual Provision         | (\$250,000)       | (\$250,000)          | (\$500,000)      |
| 2018 Projected Requests       | \$100,000         | \$0                  | \$100,000        |
| Closing Balance               | (\$750,000)       | (\$886,139)          | (\$1,636,139)    |

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## **Servicing Agreement - West Canadian Development Kensington Project Ltd. - Subdivision No. 105/12**

### **Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

1. That the Servicing Agreement with West Canadian Development Kensington Project Ltd., for a portion of the Kensington Neighbourhood to cover Lots 22-35, Block 111; Lots 13-30, Block 112; Lots 1-43, Block 113; Lots 1-13, Block 114, all in Section 2, Township 37, Range 6, West of the 3<sup>rd</sup> meridian, be approved; and
2. That His Worship the Mayor and the City Clerk be authorized to execute the Agreement under the corporate seal.

### **Topic and Purpose**

This report is to obtain City Council approval to enter into a Servicing Agreement to assign responsibility for the construction and payment of various servicing items for residential property in the Kensington Neighbourhood.

### **Report Highlights**

The Administration is recommending that the Servicing Agreement with West Canadian Development Kensington Project Ltd. (Attachment 1) be entered into to cover the development of Lots 22-35, Block 111; Lots 13-30, Block 112; Lots 1-43, Block 113; Lots 1-13, Block 114, all in Section 2, Township 37, Range 6, West of the 3<sup>rd</sup> meridian.

### **Strategic Goal**

The recommendations in this report support the Strategic Goal of Sustainable Growth as the development area is within a concept plan which was previously approved and supports current density targets.

### **Background**

The Kensington neighbourhood concept plan was approved previously by City Council. When a developer within the neighbourhood requests a subdivision, the City necessitates that a servicing agreement be entered into as a condition of the subdivision.

### **Report**

The Administration is recommending that an agreement be entered into with West Canadian Development Kensington Project Ltd. to cover the development of Lots 22-35, Block 111; Lots 13-30, Block 112; Lots 1-43, Block 113; Lots 1-13, Block 114, all in Section 2, Township 37, Range 6, West of the 3<sup>rd</sup> meridian, subject to the following, which includes both standard and a number of non-standard clauses which are

necessary due to the unique nature of the development, and have been agreed upon by the developer:

**A. Standard Items:**

1. Servicing of the development area is to be completed before December 31, 2014.
2. That the prepaid service rates be such rates as the Council of the City of Saskatoon may have in general force and effect for the 2014 season.

**B. Non-Standard Items:**

1. That the Developer, based on the percentage of ownership within the neighbourhood, pay for the construction of Claypool Drive from Hughes Drive to Nealt Road. The Developer will be responsible for the initial funding of this future construction and the City will repay the Developer within a maximum of 5 years of construction.
2. The Developer will pay a fee to provide funds for a utility parcel in the Marquis Industrial Area which will benefit the development area.
3. The Developer is responsible to prepare independent high ground water studies and to carry out any remediation procedures that the consultant's study and or City deem necessary.
4. The overall neighborhood will have many amenities that the Developer has agreed to cost share with other developers at the time of construction including the upgrading and safety improvements on right-of-ways adjacent to the Kensington Neighbourhood.

**Options to the Recommendation**

*The Planning and Development Act, 2007* states that a municipality may require that an applicant requesting subdivision enter into a servicing agreement that allows for the inclusion and implementation of terms and conditions. No other option other than approval without conditions or denial is available.

**Public and/or Stakeholder Involvement**

Public meetings were held at the time the concept plan for the neighbourhood was undertaken.

**Communication Plan**

A communication plan was prepared and presented to City Council previously for the entire neighbourhood. If the start of construction impacts the neighbouring residents or initiates renewed public interest, additional communications may be considered to address unanticipated or emerging needs.

### **Financial Implications**

The funding for any construction that is the responsibility of the City of Saskatoon is self-supporting and approved in the Prepaid Capital Budget.

### **Environmental Implications**

The recommendation will have negative land use and greenhouse gas emission implications associated with development of a greenfield site. The overall environmental impacts of developments have not been quantified at this time.

### **Safety/Crime Prevention Through Environmental Design (CPTED)**

All issues concerning CPTED were addressed during the approval of the original concept plan.

### **Other Considerations/Implications**

There are no policy or privacy implications.

### **Due Date for Follow-up and/or Project Completion**

The project is expected to be completed to a road base level of structure during the current construction year, and if not completed, a clause within the agreement invokes the following year levy rates.

### **Public Notice**

Public Notice, pursuant to Section 3 of Policy C01-021, Public Notice Policy, is not required

### **Attachment**

1. Servicing Agreement - The City of Saskatoon and West Canadian Development Kensington Project Ltd.

### **Report Approval**

Written by: Daryl Schmidt, Land Development Manager  
Reviewed by: Chris Hallam, Director of Construction & Design  
Approved by: Jeff Jorgenson, General Manager, Transportation & Utilities  
Department

## Servicing Agreement

The effective date of this Agreement is \_\_\_\_\_, 2014.

Between:

**The City of Saskatoon**, a municipal corporation pursuant to the provisions of *The Cities Act*, S.S. 2002, Chapter C-11.1 (the "City")

- and -

**West Canadian Development Kensington Project Ltd.**, a Saskatchewan corporation, carrying on business in the City of Saskatoon, in the Province of Saskatchewan (the "Developer")

Whereas the Developer has made application to the City for approval of a Plan of Subdivision, a copy of which is attached to this Agreement and marked as Schedule "A" (the "Plan");

Whereas the City requires as a condition of approval of the Plan that the Developer enter into an Agreement with the City respecting the installation and construction of certain services and other matters referred to in this Agreement;

Whereas the City deems it advisable that the Development Area be developed as provided in this Agreement, and that the Developer and the City provide the facilities as set out in this Agreement; and

Now therefore the City and the Developer agree as follows:

### Part I Introduction

#### Plans of Proposed Subdivision

1. The Plan showing the proposed subdivision of Section 2, Township 37, Range 6, West of the Third Meridian located in the City of Saskatoon, in the Province of Saskatchewan, in the Dominion of Canada, attached to this Agreement as Schedule "A" is made part of this Agreement.

## Definitions and Term

2. (1) Throughout this Agreement:
  - (a) “Development Area” means all that portion of the lands outlined in red on Schedule “A”, consisting of approximately 1,051 metres of frontage, being those lands which, subject to regulatory approval, have been approved for development; and
  - (b) “Manager” means the General Manager of the City’s Transportation & Utilities Department.
- (2) The term of this Agreement shall be two years commencing on the effective date and ending on the day two years from the effective date (the “Term”).

## Part II Off-Site Servicing

### City Servicing

3. Upon the execution of this Agreement the City shall within a reasonable time, and in coordination with the Developer’s various stages of service construction, cause the Development Area to be improved and benefited by the supply, placement, installation, construction, use and enjoyment of the following services:
  - (a) Trunk Sewer Service;
  - (b) Primary Water Main Service;
  - (c) Arterial Road Service;
  - (d) Interchange Service;
  - (e) Parks and Recreation Service;
  - (f) Buffer Strip Service;
  - (g) Street Signing and Traffic Controls Service;
  - (h) Fencing Service;
  - (i) Planning Service;

- (j) Street Lighting Service;
- (k) Lift Station Service;
- (l) Inspection Service;
- (m) Prepaid Extended Maintenance Service;
- (n) Underground Electrical Service;
- (o) Community Centre;
- (p) Utility Parcel Dedication; and
- (q) Servicing Agreement Service.

The City warrants that all such services shall be of a size and capacity sufficient to satisfy the servicing requirements of any and all permitted uses to be situated within the Development Area.

#### **Levies Payable by the Developer**

- 4. (1) In consideration of the City providing the various services upon and in relation to the Development Area as specified in Section 3, the Developer shall pay to the City the following fees, levies and other charges calculated in accordance with and at the rates described in Schedule “B”:
  - (a) Trunk Sewer Levy;
  - (b) Primary Water Main Levy;
  - (c) Arterial Road Levy;
  - (d) Interchange Levy;
  - (e) Parks and Recreation Levy;
  - (f) Buffer Strip Charge;
  - (g) Street Signing & Traffic Controls Levy;
  - (h) Fencing Charge;

- (i) Planning Levy;
- (j) Street Lighting Charge;
- (k) Lift Station Levy;
- (l) Inspection Levy;
- (m) Prepaid Extended Maintenance Charge;
- (n) Underground Electrical Levy;
- (o) Community Centre Levy;
- (p) Utility Parcel Dedication Charge; and
- (q) Servicing Agreement Fee.

(collectively the “Development Charges”)

(2) The Developer shall pay to the City the Development Charges as follows:

- (a) within 21 calendar days after the execution of this Agreement, the Developer shall pay to the City 25% of all the Development Charges with the balance of the Development Charges being due and payable in three equal installments upon November 30, 2014, March 31, 2015, and July 31, 2015;
- (b) the Developer acknowledges that the Development Charges will be subject to such rates as the Council of The City of Saskatoon has established and has in general force and effect for the 2014 construction season; and
- (c) the Developer acknowledges and agrees that should the construction of services as outlined in Subsection 13(a) not be completed to the base stage of road construction during 2014, that the Development Charges shall be adjusted to reflect the rates in effect for the construction year that all base material has been installed. The City acknowledges that should the Development Charges be adjusted, the payment schedule contained in Subsection 4(2)(a) shall be adjusted forward from the dates in this Agreement to the date construction commences in the subsequent year. The provisions of this Subsection shall not apply where the failure to reasonably complete results from any strike, labour dispute, Act of God, or any other similar cause beyond the reasonable control of the Developer.

## Cost Sharing of Services

5. (1) The Developer acknowledges that the City will undertake the construction of various services as set out below that will benefit the Development Area.

(2) The Developer agrees to pay its proportionate share of 23.8% based on the area owned by the Developer within the Kensington Neighbourhood of the estimated cost of such services outlined in Subsection 5(2)(a), including design and construction engineering:

(a) Traffic Improvements:

The Developer agrees to pay upon invoice a charge for the upgrading and safety improvements on right of ways adjacent to the Kensington neighbourhood identified on Schedule "C":

(i) the upgrades may be constructed over time depending on lot development within the neighbourhood;

(ii) the timing of the construction will be at the discretion of the Manager.

(3) The Developer agrees to pay its proportionate share of 23.8% based on the area owned by the Developer within the Kensington Neighbourhood as set out in this Subsection. For clarity, the total cost shall exclude land acquisition costs and interest. The percentage of total cost shall include labour, materials, supplies, detouring costs, as well as 10% of the total cost for design and engineering costs. Upon completion of the services set out in this Subsection, the City will prepare and deliver to the Developer an invoice for payment of the Developer's proportionate share of the work, as evidenced by a certificate issued by a professional engineer. The invoice shall be paid by the Developer within 30 days of its receipt:

(a) Claypool Drive:

An extension of Claypool Drive will include the construction of a two lane arterial roadway, street lighting, future centre median and a limited drainage system from Hughes Drive to Neault Road:

(i) the construction will include road intersection improvements at Neault Road and Claypool Drive;

(ii) the threshold to begin design engineering and tendering of the roadway will proceed when 25% of the area North of the original 33<sup>rd</sup> Street within the Kensington neighbourhood has been issued with building permits. Construction of the roadway will proceed in the year after; and

- (iii) the City agrees to repay the Developer the amounts paid by the Developer pursuant to Subsection 5(3) upon the earlier of either the neighbourhood approved with building permits representing 50% of the planned units for a total of 1,697 units or 5 years after completion of construction.
- (4) The Developer agrees to pay a fee based on the fair market value of Parcel 5b, Block 280, Plan No. 102102725 dedicated as a utility parcel situated on Arthur Rose Avenue within the Marquis Industrial Area to be utilized as a sanitary sewer odour control site for the benefit of the Development Area based upon the rate referred to in Subsection 4(1)(p) and Schedule "B".
- (5) The Developer and the City agree to equally share in the construction cost of servicing of all adjacent roadways. Within the Development Area Kensington Road outlined in blue on Schedule "A" will be cost shared. Costs will also include a charge of 10% for design and construction engineering:
  - (a) Water and Sewer Servicing:
    - (i) The construction costs are for direct services that will be shared between the Developer and the City. Services include water, sanitary and storm sewer mains, as well as water and sewer connection services.
  - (b) Roadway Servicing:
    - (i) The cost will include 50% of the construction which will consist of standard and enhanced features including but not limited to vertical curbing, median and boulevard construction, separate sidewalks, road construction and other amenities on adjacent roadways.
- (6) Should any of the services as set out in this Section not be complete at the expiration of the Term, this Section shall survive the Term until the completion of the services, receipt of payment for same and the end of any applicable warranty period.

### **Payment Dates and Interest**

- 6. (1) All of the Development Charges and other fees, levies and charges payable by the Developer to the City pursuant to this Agreement shall be due and payable upon the various dates specified in this Agreement.

- (2) Should any amount or invoice not be paid at the times or within the period so specified, interest shall be payable at Royal Bank of Canada prime rate plus one and one-half (1½%) percent per annum on all such overdue amounts. In addition to any other remedy which may be available to the City, should any amount invoiced to the Developer not be paid within the times specified, the City shall upon seven (7) days written notice to the Developer have the right to immediately stop construction until such amount or invoice has been paid.

### **Retroactive Charges**

7. The Developer acknowledges that this Agreement is retroactive in effect and all Development Charges and other levies, fees or charges provided for in this Agreement shall specifically apply to any lands developed or services provided before the execution of this Agreement.

### **Letter of Credit**

8. Upon the execution of this Agreement, the Developer shall deposit with the City Clerk, City of Saskatoon, a letter of credit ("Letter of Credit") in a form acceptable to the City Solicitor, City of Saskatoon, from a chartered bank carrying on business in the Province of Saskatchewan. The Letter of Credit shall be calculated in the amount of \$1,556.00 per front metre, being the sum of \$2,017,539.00 including an estimate for direct services in Section 5(5), and shall secure the Developer's performance of the provisions of this Agreement. The Letter of Credit shall be irrevocable during the currency of this Agreement, but may be reduced from time to time in proportion to the amount of construction and Development Charges paid. The Developer shall keep the Letter of Credit current until completion of all construction of services provided for in this Agreement and until the full payment of all Development Charges and all other levies, fees and charges have been received by the City.

### **Developer Application To Do Work**

9. (1) The Developer may apply to the City, at the address mentioned in this Agreement respecting the delivery of notices, to undertake the design and construction of all those works and services to be provided by the City pursuant to Subsections 3(a), 3(e) and 3(f) of this Agreement. The Manager shall forthwith consider any such application, and, if deemed appropriate, shall issue the Developer formal approval to proceed with all such works, or any portion thereof. Such approval shall prescribe to the current City standards and specifications applicable to any such works, and may be issued upon such terms and conditions, as the Manager, acting reasonably, considers appropriate.

- (2) Should the Developer undertake any works pursuant to Subsection 9(1) of this Agreement, the Developer agrees that all such works shall be constructed in accordance with the standards and specifications prescribed in the Manager's approval relating to the works.

### **Shallow Buried Utilities**

10. (1) The City agrees to make all necessary arrangements for the installation of street lighting facilities on streets within the Development Area in accordance with the City's standard specification for commercial development. Any deviation required by the Developer may result in additional charges.
- (2) The Developer shall have the responsibility to consult with the Saskatchewan Power Corporation, Saskatchewan Energy Corporation, the Saskatchewan Telecommunications Corporation and the Electric System Branch of the City of Saskatoon as to the timing and construction of utilities within the Development Area.

### **Maintenance in Accordance with *The Cities Act***

11. All services and other facilities supplied, placed, installed and constructed by the City pursuant to the provisions of this Agreement shall be maintained in keeping with the provisions of *The Cities Act*.

### **City's Indemnification**

12. The City will indemnify and save harmless the Developer with respect to any action commenced against the Developer as a result of any act or omission of the City upon or in relation to the City's obligations set out in this Agreement, including the acts or omissions of its officers, employees, servants or agents, or anyone for whom the City is responsible at law.

## **Part III Development Area Servicing**

### **Developer Servicing Responsibilities**

13. Except as herein expressly provided, the Developer agrees that development and servicing is its sole responsibility and it agrees to cause the Development Area to be serviced and developed by the supply, placement, installation, construction and maintenance of the following services:

- (a) Direct Services:
  - (i) Water mains;
  - (ii) Sanitary sewer mains;
  - (iii) Storm sewer mains;
  - (iv) Grading;
  - (v) Water and sewer service connections;
  - (vi) Sidewalks and curbing;
  - (vii) Walkways;
  - (viii) Paved lanes;
  - (ix) Street cutting; and
  - (x) Street paving.
  
- (b) High Groundwater Levels:

An overall groundwater study was prepared in conjunction with the approval of the concept plan for the Kensington neighbourhood. The Developer shall hire a consulting engineer to report specifically on the groundwater conditions within the Development Area. The report shall include recommendations of the consulting engineer, including recommendations respecting remediation procedures deemed appropriate to mitigate high groundwater conditions. The City shall review the recommendations and if the City considers it necessary, it shall inform the Developer of the requirement to implement the recommended remediation procedures. The Developer agrees to complete the recommended remediation procedures at its cost. The work shall be completed to the satisfaction of the Manager.

### **Developer Warranties**

- 14. (1) All works constructed by the Developer pursuant to Subsection 9(1) or Section 13 of this Agreement on, in or under any street, avenue, lane, easement or other public place shall be the property of the City upon completion of construction. Such works shall be warranted and maintained by the Developer for the periods specified as follows:

|                      |  |
|----------------------|--|
| Water Mains          | 2 years from the date of Construction Completion Certificate |
| Sanitary Sewer Mains | 2 years from the date of Construction Completion Certificate |
| Storm Sewer Mains    | 2 years from the date of Construction Completion Certificate |
| Service Connections  | 2 years from the date of Construction Completion Certificate |
| Sidewalks and Curbs  | 2 years from the date of Construction Completion Certificate |
| Street Paving        | 2 years from the date of Construction Completion Certificate |
| All others           | 2 years from the date of Construction                        |

A Construction Completion Certificate shall be issued on completion and acceptance of each phase of work. The warranty periods as outlined in this Subsection shall apply notwithstanding the expiration of the Term of this Agreement.

- (2) The Developer shall put up such barricades, lights or other protection for persons and property as will adequately protect the public or any person in the neighbourhood and maintain same during the course of construction, and, upon the request of the Manager or the Saskatoon Police Service, shall improve or change same.
- (3) When the Developer has completed all of the storm sewers, sanitary sewers, waterworks, easement cutting, sidewalks and curbs and paving pursuant to any work done under Subsection 14(1), it may so notify the Manager, in writing, who shall within 15 days of such a notice, carry out the required inspection, and if the Manager is satisfied on inspection that the work is substantially complete and will not be materially affected by other work, he shall within 15 days issue a Construction Completion Certificate to that effect, and the maintenance period for the works included in the Certificate shall start on the day the Certificate is issued.
- (4) Upon completion and acceptance by the Manager as required in Subsection 14(3) hereof, the Developer shall carry out any work, by way of repair or replacement, as directed by the Manager, and which the Manager acting reasonably deems necessary to conform to the approved plans and specifications:
  - (a) after the issuance of the Construction Completion Certificate, the Developer shall be responsible for any and all repairs and replacement to any utilities and improvements which may become necessary up to the end of the maintenance periods set out in Subsection 14(1);
  - (b) if during the construction or maintenance period any material defects become apparent in any of the utilities or improvements installed or constructed by the Developer under this Agreement, and the Manager requires repairs or

replacements to be done, the Developer shall be so notified, and within a reasonable time after said notice shall cause any repairs or replacements to be done, and if the Developer shall default, or any emergency exists, the City may complete the repairs or replacement and recover the reasonable cost thereof from the Developer;

- (c) the Developer shall be responsible for adjusting all hydrants and main valve boxes and all service valve boxes to the established grades as they are developed, until such time as the City issues the Construction Completion Certificates for the maintenance of streets and lanes; and
  - (d) the Developer agrees that maintenance is a continuous operation that must be carried on until the expiry date of the maintenance period for each and every utility, and that no releases from liability of any kind will be given until all repairs or replacements required by the Manager acting reasonably in his final inspection reports have been made. The final inspection reports shall be completed no later than 60 days prior to the end of the warranty period. A formal release will be issued upon correction of all deficiencies listed in the final inspection reports.
- (5) During the maintenance periods referred to in this Agreement and notwithstanding any other provisions to the contrary, in the case of an emergency involving the breakage of a waterline or the stoppage of a sewer line constructed by the Developer, the City may take such emergency repair measures as it deems necessary, through its officers, servants or agents, on its behalf, to prevent damage to property, and the reasonable costs of such repair work shall be payable by the Developer on demand.

### **Developer Covenants**

15. In relation to the development and servicing of the Development Area, the Developer agrees:
- (a) that all topsoil excavated from any streets, lanes, walkways and easements shall be stockpiled and used in the following order or priority:
    - (i) development of boulevards;
    - (ii) development of parks; and
    - (iii) allocation to lots or building sites requiring additional topsoil.

In no case shall any topsoil be removed from the Development Area without the express written permission of the Manager;

- (b) (i) to provide all utility, construction and service easements which may be required, at no cost to the City or any other utility agency or service, and to comply with the terms of any easement agreement entered into by the Developer with respect to such easements provided that such easements shall not materially adversely affect the development of the Development Area;
  - (ii) to provide and register a utility easement plan if required by the Manager; and
  - (iii) to provide for a covenant in all sale, ground lease or transfer agreements within the Development Area to the effect that the grades set on any such easements shall not be altered without the prior approval of the Manager, whose approval will not be unreasonably withheld;
- (c) to indemnify and save harmless the City with respect to any action commenced against the City as a result of any act or omission of the Developer in relation to the Developer's obligations set out in this Agreement, including the acts or omissions of its officers, employees, servants or agents, or anyone for whom the Developer is at law responsible;
- (d) that all work carried out by the Developer shall be designed and the works supervised by a qualified firm of consulting engineers retained by the Developer. Plans and specifications of design must be approved by the Manager acting reasonably, and all design and work carried out must conform to the current City of Saskatoon specifications as to material and construction practices for such services;
- (e) that the Developer shall obtain all approvals required by Saskatchewan Environment and Resource Management and the Saskatchewan Water Corporation, together with any other consent or approvals which may be required by law, copies of all such approvals shall be provided to the Manager;
- (f) to supply all necessary labour, material, equipment and to construct, provide and maintain all sanitary sewers complete with manholes and all other accessories throughout the Development Area;
- (g) to supply all necessary labour, material, equipment and to construct, provide and maintain all water mains, including valves, hydrants and all other accessories throughout the Development Area;

- (h) to supply all necessary labour, material, equipment and to construct, provide and maintain a storm water drainage system for the Development Area, including all storm sewer mains, piping, manholes, catch basins and other accessories;
- (i) to supply all necessary labour, materials, equipment, and to construct and provide all sidewalks and curbs throughout the Development Area;
- (j) to supply all necessary labour, materials, equipment, and to construct and provide all walkways throughout the Development Area;
- (k) to supply all necessary labour, materials, equipment, and to construct and pave all streets and lanes as required throughout the Development Area;
- (l) to provide the City with all such detailed plans, specifications, tests and records as the Manager may reasonably require both before and after construction. The “as built” plans shall be to the City’s standard in size, scale and form and shall be on both mylar transparencies and digital copy;
- (m) to supply the City with proof of adequate commercial general liability insurance which includes a non-owned vehicle endorsement and vehicle liability insurance, minimum coverage to be as follows:

**Commercial General Liability Insurance which includes a non-owned vehicle endorsement:**

\$5,000,000.00 for each occurrence

**Vehicle Liability Insurance:**

\$5,000,000.00 for each occurrence

which coverage shall be maintained throughout the Term of this Agreement;

- (n) to cost share with other Developers within the Kensington neighbourhood upon subdivision based on benefiting frontage and overall percentage of ownership for the following services:
  - (i) the cost of all roadways adjacent to neighbourhood parks, linear parks and designated school sites;
  - (ii) benefiting water and sewer oversizing improvements; and
  - (iii) the cost of all enhancements within the core area of the neighbourhood.

- (o) The Developer agrees to remove and sweep the accumulation of mud and dirt on all paved streets up to the issuance of the final acceptance certificate for paving within the Development Area.

### **Standard of Construction**

- 16. With respect to work undertaken by the Developer pursuant to Subsection 9(1), where for any reason the Manager requires construction by the Developer to be different from the City's standards, or different from the conditions of this Agreement, the Developer shall construct in accordance with the instructions of the Manager, but the City shall pay to the Developer any reasonable excess costs involved.

### **Changes in City Services**

- 17. In the event that the Developer requires changes in City services, other than those contemplated in this Agreement, same shall be provided at the expense of the Developer. Changes requested by the Developer shall be in writing addressed to the Manager.

## **Part IV General**

### **Approval for Installation of Services**

- 18. The City shall consider all applications for approval made by the Developer as are required respecting the development and servicing of the Development Area by the Developer. All approvals resulting from the applications shall be issued in the normal course and under usual conditions and in accordance with the City's standard specifications respecting the class of works in question.

### **Expeditious Construction**

- 19. All works required to be performed by this Agreement shall be carried out as expeditiously as time and construction conditions permit.

### **Assignment**

20. During the Term of this Agreement, the Developer shall not assign this Agreement without the prior express written consent of the City being first obtained, such consent shall not be unreasonably withheld or delayed by the City.

### **Dispute Resolution**

21. In the case of any dispute between the City and the Developer arising out of the performance of this Agreement, or afterwards as to any matter contained in this Agreement, either party shall be entitled to give to the other notice of such dispute and demand arbitration thereof. Such notice and demand being given, each party shall at once appoint an arbitrator and these shall jointly select a third. The decision of any two of the three arbitrators shall be final and binding upon the parties, who covenant that their dispute shall be so decided by arbitration alone, and not by recourse to any court or action of law. If the two arbitrators appointed by the parties do not agree upon a third, or a party who has been notified of a dispute fails to appoint an arbitrator, then the third arbitrator and/or the arbitrator to represent the party in default shall be appointed by a Judge of the Court of Queen's Bench at the Judicial Centre of Saskatoon. *The Arbitration Act, 1992* of the Province of Saskatchewan shall apply to any arbitration hereunder, and the costs of arbitration shall be apportioned equally between the parties hereto.

### **Applicable Law**

22. The laws of the Province of Saskatchewan shall apply and bind the parties in any and all questions pertaining to this Agreement.

### **Force and Effect**

23. This Agreement shall remain in full force and effect until such time as both the City and the Developer have fully completed their respective obligations hereunder, and, for greater certainty, until such time as all Development Charges, fees, levies and other charges payable by the Developer to the City pursuant to the terms of this Agreement have been paid.

### **Agreement Runs With the Land**

24. The Developer acknowledges and agrees that this Agreement runs with the land, and binds it, and subject to Section 20, its successors and permitted assigns; and, further, agrees that the City may elect, at its sole option, to register an Interest based on this Agreement against the property subject to this Agreement in the Land Titles Registry for Saskatchewan charging all those lands comprising the Development Area with the performance of this Agreement.

## Notices

25. (1) Any notice or consent (including any invoice, statement, request or other communication) required or permitted to be given by any party to this Agreement to the other party shall be in writing and shall be delivered or sent by registered mail (except during a postal disruption or threatened postal disruption) or facsimile transmission, email or other electronic communication to the applicable address set forth below:
- (a) in the case of West Canadian Development Kensington Project Ltd. to:
- West Canadian Development Corp.  
Box 7534 Station Main  
Saskatoon, Saskatchewan  
S7K 4L4  
Attention: Raj Toor, President  
Facsimile: (306) 242-9097
- (b) in the case of the City to:
- The City of Saskatoon  
c/o Office of the City Clerk  
222 3rd Avenue North  
Saskatoon, Saskatchewan  
S7K 0J5  
Attention: General Manager,  
Transportation & Utilities Department  
Facsimile: (306) 975-2784
- (2) Any notice delivered personally shall be deemed to have been validly and effectively given and received on the date of such delivery provided same is on a business day (Monday to Friday, other than a statutory holiday).
- (3) Any notice sent by registered mail shall be deemed to have been validly and effectively given and received on the fifth business day following the date of mailing.
- (4) Any notice sent by facsimile or email or other electronic communication shall be deemed to have been validly and effectively given and received on the business day next following the date on which it was sent (with confirmation of transmittal received).
- (5) Either party to this Agreement may, from time to time by notice given to the other party, change its address for service under this Agreement.

### **Entire Agreement**

26. This Agreement constitutes the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and all other communications or representations between the parties, relating to the subject matter of this Agreement.

### **Illegality**

27. If one or more of the phrases, sentences, clauses or articles contained in this Agreement is declared invalid by a final and unappealable order or decree of any court of competent jurisdiction, this Agreement shall be construed as if such phrase, sentence, clause or paragraph had not been inserted in this Agreement.

### **Amendment**

28. This Agreement may be changed only by written amendment signed and sealed by authorized representatives of the parties.

### **Headings**

29. The headings contained in this Agreement are inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

### **Covenants**

30. Each obligation of the City or of the Developer in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.

### **Time of Essence**

31. Time shall be of the essence of this Agreement and every part of this Agreement.

### **Further Assurances**

32. The Developer and the City shall, at their own expense, promptly execute such further documentation to give effect to this Agreement as the Developer and the City, as the case may be, may reasonably require from time to time.

**Approval of Plan of Subdivision**

33. Upon execution of this Agreement by both parties, the City acknowledges that the condition that the Developer enter into a development and servicing agreement with The City of Saskatoon of Subdivision Application 105/12 has been met by the Developer.

In Witness Whereof the parties hereto have hereunto affixed their corporate seals, duly attested by the hands of their proper officers in that behalf, as of the day and year first above written.

**The City of Saskatoon**

\_\_\_\_\_

Mayor

c/s

\_\_\_\_\_

City Clerk

**West Canadian Development Kensington Project Ltd.**

\_\_\_\_\_

c/s

\_\_\_\_\_

# Kensington - Phase II

Plan of Proposed Subdivision  
of  
part of SW 1/4 Sec 2 Twp 37 Rge 6 West 3 Mer  
and part of SE 1/4 Sec 2 Twp 37 Rge 6 West 3 Mer  
in Saskatchewan, Saskatchewan

June, 2012 AD Scale 1:2000  
0 20 50 100 150 metres

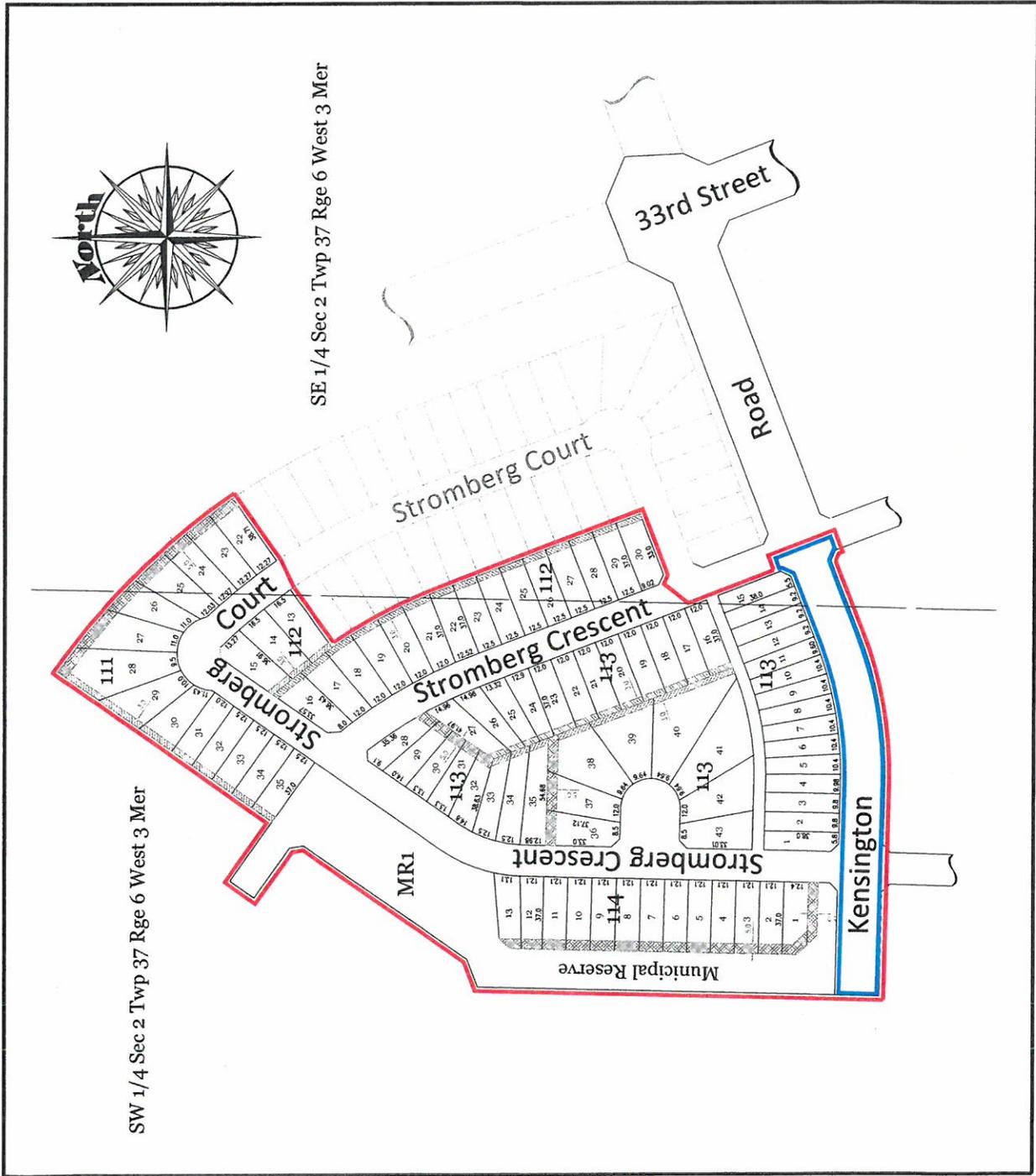
Notes:  
All dimensions are in metres and decimals thereof.  
Portion to be subdivided is outlined in heavy broken line and contains 5.40 ha.  
1.0 metre SaskPower/SaskTel/Show Joint use easements.  
3.0 metre SaskEnergy easements.  
3.0 metre City Infrastructure easements.  
5.0 metre joint use easements.

Land Surveyor  
**munen**  
Saskatchewan Land Surveyor

City of Saskatoon

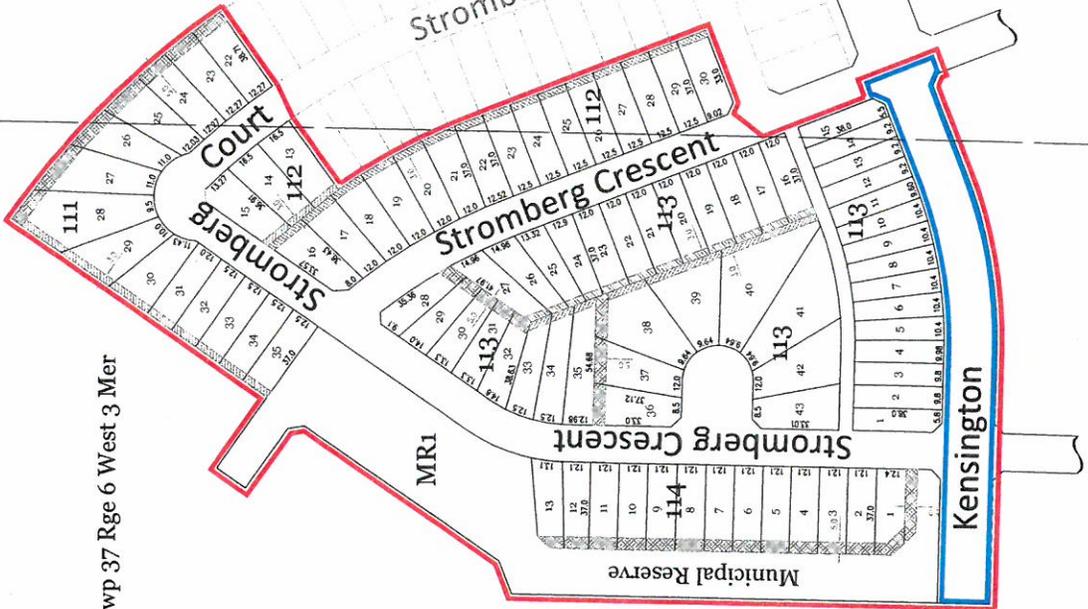
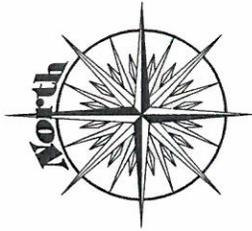
Owner  
West Canadian Development Corp

Saskatchewan  
Land Surveyors  
Digital Mapping Systems  
1000 1100 1200 1300 1400 1500 1600 1700 1800 1900 2000



SW 1/4 Sec 2 Twp 37 Rge 6 West 3 Mer

SE 1/4 Sec 2 Twp 37 Rge 6 West 3 Mer



MR1

Municipal Reserve

Kensington

Road

33rd Street

Stromberg Court

Stromberg Crescent

111

112

113

114

113

113

112

113

111

112

113

114

113

113

112

113

## Schedule "B"

### Fees, Levies and Other Charges Applicable to the Development Area

The charges payable by the Developer to the City pursuant to Section 4 hereof shall be calculated in accordance with the rates as the Council of The City of Saskatoon has established and are in general force and effect for the 2014 construction season. By way of illustration only, the following rates were effective for the 2013 construction season:

|   |                            |
|---|----------------------------|
| (a) Trunk Sewer Levy.....                       | \$ 540.40 per front metre; |
| (b) Primary Water Main Levy.....                | \$ 143.50 per front metre; |
| (c) Arterial Road Levy.....                     | \$ 496.50 per front metre; |
| (d) Interchange Levy.....                       | \$ 91.65 per front metre;  |
| (e) Parks and Recreation Levy.....              | \$ 353.10 per front metre; |
| (f) Buffer Strip Charge .....                   | \$ 39.50 per front metre;  |
| (g) Street Signing & Traffic Controls Levy..... | \$ 16.25 per front metre;  |
| (h) Fencing Charge .....                        | \$ 11.75 per front metre;  |
| (i) Planning Levy .....                         | \$ 15.15 per front metre;  |
| (j) Street Lighting Charge.....                 | \$ 73.10 per front metre;  |
| (k) Lift Station Levy .....                     | \$ 88.25 per front metre;  |
| (l) Inspection Levy.....                        | \$ 18.65 per front metre;  |
| (m) Prepaid Extended Maintenance Charge.....    | \$ 17.25 per front metre;  |
| (n) Underground Electrical Levy.....            | \$1,586.00 per Lot;        |
| (o) Community Centre Levy.....                  | \$ 162.50 per front metre; |
| (p) Utility Parcel Dedication Charge.....       | \$ 5.00 per front metre;   |
| (q) Servicing Agreement Fee.....                | \$2,330.00 per Agreement.  |

Schedule "C"

Proposed Traffic Calming Measures

| Project Location | Description   | Expected Benefits   | Responsibility For Cost           | Estimated COS Cost | Estimated Developer Cost       |
|------------------|---|---|-----------------------------------|--------------------|--------------------------------|
| A                | <p><b>Centennial Drive &amp; Cockburn/Dickey Crescent</b></p> <ul style="list-style-type: none"> <li>Retain standard crosswalk</li> <li>Install corner bulbing on east approach</li> <li>Install pedestrian island at east approach</li> </ul>  | <ul style="list-style-type: none"> <li>This crosswalk will allow a safer crossing and link the Confederation and Pacific Height Neighbourhoods</li> <li>Serve as link to the overpass on 22<sup>nd</sup> Street</li> <li>Reduce traffic speeds</li> </ul> | <p>Developer</p> <p>Developer</p> |                    | <p>\$35,000</p> <p>\$2,500</p> |
| B                | <p><b>Centennial Drive &amp; Langevin (West)</b></p> <ul style="list-style-type: none"> <li>Install Textured Crosswalk (Brick Style)</li> </ul>   | <ul style="list-style-type: none"> <li>To identify the boundary of the school zone</li> <li>Improve the safety of the pedestrian</li> <li>Moderately reduce traffic speeds</li> </ul>   | Developer                         |                    | \$20,000                       |
| C                | <p><b>Centennial &amp; Langevin Crescent - crosswalk used for both schools (Father Vachon &amp; Lester B Pearson elementary schools)</b></p> <ul style="list-style-type: none"> <li>Retain permanent corner bulbing on the north side</li> <li>Retain permanent pedestrian refuge islands and corner bulbing on south side</li> <li>Upgrade corridor to Active Pedestrian Corridor</li> </ul> | <ul style="list-style-type: none"> <li>Improve the safety of the pedestrian in the school zone</li> <li>Reduce traffic speeds in the school zone</li> <li>Reduce U-turns in the school zone</li> </ul>  | COS                               | \$30,000           |                                |
| D                | <p><b>Centennial Drive &amp; Tache Cres - Standard crosswalk to Lester B Pearson</b></p> <ul style="list-style-type: none"> <li>Install a standard crosswalk &amp; signage</li> </ul>   | <ul style="list-style-type: none"> <li>Improve pedestrian safety in the school zone</li> </ul>  | COS                               | \$1,000            |                                |

| Project Location | Description  | Expected Benefits  | Responsibility For Cost     | Estimated COS Cost             | Estimated Developer Cost             |
|------------------|--|--|-----------------------------|--------------------------------|--------------------------------------|
| E                | <b>Centennial Drive &amp; Tache Crescent (East)</b> <ul style="list-style-type: none"> <li>Upgrade pedestrian island to permanent</li> <li>Install Textured Crosswalk (Brick Style)</li> </ul>                 | <ul style="list-style-type: none"> <li>To identify the boundary of the school zone</li> <li>Moderately reduce traffic speeds</li> </ul>  | <p>COS</p> <p>Developer</p> | \$2,500                        | \$20,000                             |
| F                | <b>Centennial Drive &amp; Haviland Crescent</b> <ul style="list-style-type: none"> <li>Upgrade curbing to permanent</li> <li>Install pedestrian island</li> </ul>  | <ul style="list-style-type: none"> <li>Improve the safety of pedestrian</li> <li>To enhance the visibility between the two intersecting roadways</li> <li>Reduce traffic speeds</li> </ul> | <p>COS</p> <p>COS</p>       | <p>\$30,000</p> <p>\$2,500</p> |                                      |
| G                | <b>Centennial Drive &amp; Patterson Crescent/Haviland Crescent</b> <ul style="list-style-type: none"> <li>Upgrade curbing to permanent</li> <li>Install pedestrian island</li> </ul>                           | <ul style="list-style-type: none"> <li>Improve the safety of pedestrian</li> <li>To enhance the visibility between the two intersecting roadways</li> <li>Reduce traffic speeds</li> </ul> | <p>COS</p> <p>COS</p>       | <p>\$20,000</p> <p>\$2,500</p> |                                      |
| H                | <b>Centennial Drive &amp; Diefenbaker</b> <ul style="list-style-type: none"> <li>Install full traffic signals</li> </ul>   | <ul style="list-style-type: none"> <li>Improve pedestrian safety</li> <li>To enhance the visibility between the two intersecting roadways</li> </ul>                                       | COS                         | \$130,000                      |                                      |
| I                | <b>Diefenbaker Drive &amp; Steeves Ave</b> <ul style="list-style-type: none"> <li>Install pedestrian-actuated signals</li> </ul>   | <ul style="list-style-type: none"> <li>Improve the safety of pedestrians wanting to cross between neighbourhoods</li> <li>Moderately reduce traffic speeds</li> </ul>                      | Developer                   |                                | \$40,000                             |
| J                | <b>Diefenbaker Drive &amp; Mowat Crest</b> <ul style="list-style-type: none"> <li>Install bulbing on northeast corner and the southwest corner</li> <li>Retain existing pedestrian-actuated signals</li> </ul> | <ul style="list-style-type: none"> <li>Allow safe crossing for pedestrians</li> <li>Reduce traffic speeds in the school zone</li> </ul>  | Developer                   |                                | \$25,000                             |
| K                | <b>Diefenbaker Drive Entrance to Kensington</b> <ul style="list-style-type: none"> <li>Landscaped neighbourhood entrance with corner bulbing and median islands</li> </ul>                                     | <ul style="list-style-type: none"> <li>To identify the boundary between the neighbourhoods</li> </ul>  | Developer                   |                                | Estimate to be provided by Developer |
| L                | <b>Centennial Drive Entrance to Kensington</b> <ul style="list-style-type: none"> <li>Landscaped neighbourhood entrance with corner bulbing and median islands</li> </ul>                                      | <ul style="list-style-type: none"> <li>To identify the boundary line between the neighbourhoods</li> </ul>   | Developer                   |                                | Estimate to be provided by Developer |

| Project Location     | Description   | Expected Benefits  | Responsibility For Cost | Estimated COS Cost | Estimated Developer Cost |
|----------------------|---|--|-------------------------|--------------------|--------------------------|
| Additional locations | <p><b>33<sup>rd</sup> Street &amp; Circle Drive</b></p> <ul style="list-style-type: none"> <li>• Upgrade island to permanent</li> </ul> | <ul style="list-style-type: none"> <li>• Allow safety for the pedestrians to cross due to the increase of traffic</li> </ul> | COS                     | \$50,000           |                          |

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## Purchase of Used Fire Rescue Apparatus

### Recommendation

1. that the purchase of a used Rescue Apparatus, from Eastway Emergency Vehicles, at a total estimated cost of \$152,900, including GST, be accepted; and
2. \$75,000 be identified from the reserve for the purchase of the recommended rescue equipment
3. that the source of funding be the Fire Apparatus Reserve.

### Topic and Purpose

The purpose of this report is to request a change within the Fire Apparatus Reserve for the purchase of a used Rescue Apparatus to align with the revised department business plan.

### Report Highlights

1. The Saskatoon Fire Department (SFD) Administration is requesting approval to purchase a 2001 Spartan Rescue Truck from Eastway Emergency Vehicles (Nepean, Ontario), for a total cost \$152,900, including GST.
2. A Rescue Truck was scheduled for purchase in 2015 from the Fire Apparatus Reserve. Original estimated cost was \$450,000 excluding the required rescue equipment.
3. The additional rescue equipment is estimated at \$75,000

### Strategic Goal(s)

This report supports the Strategic Goal of Quality of Life. This initiative aligns with the Saskatoon Fire Department's revised business plan in supporting emergency response for the citizens and the continued growth of the city.

The use of existing internal funding also contributes to the Strategic Goal of Asset and Financial Sustainability.

### Background

Your Administration has completed a continuous improvement review of the Saskatoon Fire Department's business plan. This review identified the need for increased rescue capability on both the east and west sides of the city.

Having two identified rescue apparatus (presently in a tendered position) will provide the necessary expertise to deal with the increasing number of incidents. A tendered position allows staff in the existing station the opportunity to use varied apparatus in the assigned responses.

## Purchase of Used Fire Rescue Apparatus

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This specialized platform would be utilized by the SFD in response to all hazards response as indicated below.

1. Extrication rescue
  - Passenger vehicle extrication
  - Commercial vehicle extrication
  - Industrial equipment
2. Structural Fires
  - Rapid intervention teams
  - Rescue from upper floors involved in fires
  - Fire ground support (lights, air supply, breaching tools)
3. Technical rescue
  - Rope rescue initial response (low and high angle)
  - Confined space rescue initial response
  - Trench rescue initial response
  - Structural collapse rescue initial response
  - Engulfment rescue (size up, ventilation, mitigation).

### Report

Several factors have contributed to the decision of moving forward with the purchase of a used (2001) Spartan Rescue Truck for the SFD:

- This supports the revised business plan.
- The apparatus meets the design criteria established by the labor management working group.
- Enhances the safety of the department responders to fire incidents
- The apparatus is completely refurbished and has indicated 39,000km on the odometer.

By adjusting the expenditures from the Fire Apparatus Reserve, it will allow the SFD to achieve its new business plan goals while remaining within the allotted budget. Various sources were considered as comparators to reach the decision to recommend the purchase of this apparatus from Eastway Emergency Vehicles. This apparatus will be completely inspected prior to acceptance for delivery there will be funds available in the reserve to obtain the recommended rescue equipment for its intended role.

### Options to the Recommendation

The first option is to continue with the original plan to buy a new Rescue Truck in 2015 for \$450,000 plus the additional \$75,000 required rescue equipment.

A second option is to continue the researching for other used rescue apparatus to meet the business plan.

### Public and/or Stakeholder Involvement

There is no Public and/or Stakeholder involvement required.

### Communication Plan

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## Purchase of Used Fire Rescue Apparatus

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There is no communication plan required.

### **Financial Implications**

There are no additional expenditures required as the funding will come from the Fire Apparatus Reserve. The funds were put in place for the purchase of a new Rescue Apparatus in 2015.

### **Other Considerations/Implications**

There are no policy, privacy, environmental or CPTED implications or considerations.

### **Due Date for Follow-up and/or Project Completion**

The Apparatus is available immediately and will be held for SFD until October 10, 2014.

### **Public Notice**

Public Notice pursuant to Section 3 of Policy No. C01-021, Public Notice Policy, is not required.

### **Report Approval**

Written by: Glenn Ledray, Assistant Chief  
Reviewed by: Dan Paulsen, Fire Chief  
Approved by: Murray Totland, City Manager

Fire Rescue Apparatus Purchase 2014.docx



**LIST OF ITEMS TO BE DISCUSSED**  
**IN CAMERA STANDING POLICY COMMITTEE ON**  
**PLANNING, DEVELOPMENT AND COMMUNITY SERVICES**

**MONDAY, SEPTEMBER 8, 2014, IMMEDIATELY FOLLOWING PUBLIC MEETING  
COUNCIL CHAMBER**

Councillor D. Hill, Chair  
Councillor T. Davies, Vice-Chair  
Councillor Z. Jeffries  
Councillor P. Lorje  
Councillor T. Paulsen  
His Worship Mayor D. Atchison (Ex-Officio)

- 1. CALL TO ORDER**
- 2. CONFIRMATION OF AGENDA AND IN CAMERA ITEMS**
- 3. ADOPTION OF MINUTES**
  - 3.1 Minutes of In Camera Meeting of the Standing Policy Committee on Planning, Development and Community Services held on August 18, 2014.
- 4. UNFINISHED BUSINESS**
- 5. COMMUNICATIONS** *(requiring the direction of the Committee)*
- 6. REPORTS FROM THE ADMINISTRATION**
  - 6.1 Request for Funding  
*[In Camera – Economic/Financial and Other Interests]*
- 7. URGENT BUSINESS**
- 8. VERBAL UPDATES**
  - 8.1 Council Members
  - 8.2 Administration
- 9. ADJOURNMENT**