

PUBLIC AGENDA STANDING POLICY COMMITTEE ON PLANNING, DEVELOPMENT AND COMMUNITY SERVICES

Monday, August 14, 2017, 9:00 a.m. Council Chamber, City Hall **Committee:** 

Councillor D. Hill, Chair, Councillor B. Dubois, Vice-Chair, Councillor T. Davies, Councillor H. Gough, Councillor Z. Jeffries, His Worship, Mayor C. Clark (Ex-Officio)

Pages

1. CALL TO ORDER

### 2. CONFIRMATION OF AGENDA

**Recommendation** That the agenda be confirmed as presented and the speakers be heard.

- 3. DECLARATION OF CONFLICT OF INTEREST
- 4. ADOPTION OF MINUTES

#### Recommendation

That the minutes of Regular Meeting of the Standing Policy Committee on Planning, Development and Community Services held on May 29, 2017 be approved.

### 5. UNFINISHED BUSINESS

5.1 Inquiry - Former Councillor Lorje (April 25, 2016) - Richard St. Barbe Baker Afforestation Area [File No. CK 4000-1 and PL 4131-39-1 (BF 016-16)]

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This item was deferred from the May 29, 2017 meeting due to time constraints.

A PowerPoint presentation will be provided.

#### Recommendation

That the report of the General Manager, Community Services Department, dated May 29, 2017, be forwarded to City Council for information.

#### 5.2 Neighbourhood Level Infill Development Strategy - Review of Regulations for Primary Dwellings [File No. CK 4350-63 and PL 1702-9-14]

This item was deferred from the May 29, 2017 meeting due to time constraints.

#### Recommendation

That the report of the General Manager, Community Services Department, dated May 29, 2017, be forwarded to City Council for information.

#### 6. COMMUNICATIONS (requiring the direction of the Committee)

#### 6.1 Delegated Authority Matters

#### 6.1.1 Naming Request - 'Barnsley' AND Naming Advisory Committee 25 - 72 Report - Second Quarter 2017 [File No. CK 6310-1]

The Naming Advisory Committee has reviewed the attached report of the General Manager, Community Services dated May 16, 2017, requesting the Committee's direction with respect to one general naming request and two renaming requests.

After consideration of the naming policy and its guidelines and consultation with Administration, the Committee is forwarding the recommendations noted below.

The Committee has requested a further report from the Administration regarding the renaming applications.

#### Recommendation

- That 'Barnsley' be added to the Names Master List (Unassigned); and
- 2. That the report of the General Manager, Community Services Department dated May 16, 2017 be forwarded to City Council for information.

#### 6.2 Matters Requiring Direction

6.2.1 Application for Funding Under the Heritage Conservation Program – Arrand Block (520 - 524 11th Street East) [File No. CK 710-36 and PL 907–1]

The Municipal Heritage Advisory Committee has reviewed the attached report of the General Manager, Community Services dated July 18, 2017 and supports the recommendations

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outlined in the report.

#### Recommendation

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

- That funding be approved, to a maximum of \$9,953.34 (amortized over three years), through the Heritage Conservation Program for the repair and restoration of the columns at 520 to 524 11th Street East;
- 2. That the City Solicitor be requested to prepare the appropriate agreement and that His Worship the Mayor and the City Clerk be authorized to execute the agreement under the Corporate Seal; and
- 3. That the General Manager, Community Services Department, be authorized to remit payment of the grant following completion of the project.

#### 6.2.2 Application for Funding Under the Heritage Conservation Program – Tupper House (518 11th Street East) [File No. CK 710-67 and PL 907–1]

The Municipal Heritage Advisory Committee has reviewed the attached report of the General Manager, Community Services dated July 18, 2017 and supports the recommendations outlined in the report.

#### Recommendation

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

- That funding be approved, to a maximum of \$10,000 (amortized over three years), through the Heritage Conservation Program for the structural work at 518 11th Street East;
- 2. That the City Solicitor be requested to prepare the appropriate agreement, and that His Worship the Mayor and the City Clerk be authorized to execute the agreement under the Corporate Seal; and
- 3. That the General Manager, Community Services Department, be requested to remit payment of the grant following completion of the project.

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#### 6.3 Requests to Speak (new matters)

# 6.3.1 Tim Bannan - Parking Patio Program [File No. CK 4350-017- 86 - 86 001]

A letter requesting to speak dated June 7, 2017 from Tim Bannan, Oliv Tasting Room, is provided.

#### Recommendation

That the information be received and joined to the file.

#### 7. REPORTS FROM ADMINISTRATION

- 7.1 Delegated Authority Matters
  - 7.1.1 Innovative Housing Incentives The Lighthouse Supported 87 93 Living Inc. - 119 Avenue O South [File No. CK 750-4 and PL 951-146]

#### Recommendation

- That funding of 10% of the total capital cost of the renovation of two affordable rental dwelling units at 119 Avenue O South by The Lighthouse Supported Living Inc., estimated at \$38,455, be approved, subject to approval of this project under the Provincial Rental Development Program; and
- 2. That the City Solicitor be requested to prepare the necessary incentive agreement, and that His Worship the Mayor and the City Clerk be authorized to execute this agreement under the Corporate Seal.

#### 7.1.2 Innovative Housing Incentives - Cress Housing Corporation - 94 - 100 910 and 912 Argyle Avenue [File No. CK 750-4 and PL 951-147]

#### Recommendation

- That funding of 10% of the total capital cost towards the development of two affordable rental units located at 910 and 912 Argyle Avenue by Cress Housing Corporation be approved, to a maximum of \$49,920; and
- 2. That the City Solicitor be requested to prepare the necessary incentive agreement, and that His Worship the Mayor and the City Clerk be authorized to execute this agreement under the Corporate Seal.

#### 7.2 Matters Requiring Direction

#### 7.2.1 Inquiry - Councillor D. Hill (July 26, 2017) - Report on Bees on 101 - 104 Roof of City Hall [File No. CK 151-1, x7550-1]

The following inquiry was made by Councillor D. Hill at the meeting of City Council held on July 26, 2017:

"Would the Administration please present the following report to the next Standing Policy Committee on Planning, Development and Community Services for their consideration: Inquiry -Councillor D. Hill (March 22, 2010) Vancouver Pilot Project -Bees on Roof of City Hall."

Attached is the 2010 report noted above.

#### Recommendation

That the information be received.

Community Support (Officer) Program - Alternate Office Location [File No. CK 5400-1 and PL 5400-186 (BF 082-15)] 7.2.2 105 - 107

#### Recommendation

That the report of the General Manager, dated August 14, 2017, be forwarded to City Council for information.

#### 7.2.3 108 - 170 Additional Development at Prairieland Park [File No. CK 4225-3 and PL 4225-2]

As background, City Council, at its meeting held on June 26, 2017, considered a report on the above matter and approved the addition of the skyride chairlift and future modifications to the main vehicular entrance at Ruth Street and Herman Avenue. City Council also resolved that the final design details be vetted through the Exhibition Neighbourhood Traffic Review and Local Area Plan prior to final approval; and that, depending on timing of feedback from the Exhibition Neighbourhood Traffic Review, it be made available to Prairieland Park to include as part of the design process.

In the Committee's report, City Council had been advised that additional reports were requested from the City Solicitor on the history of the lease agreement between the City and Prairieland Park and the Saskatoon Prairieland Park Corporation on matters relating to Item 1 of the Concept Plan, including what the expansion in Phase 1 and 2 would enable Prairieland Park to bid on that cannot be bid on right now.

The attached report of the City Solicitor dated August 14, 2017, provides the above responses, and includes a copy of the May 29, 2017 report.

A request to speak from Mark Regier, Prairieland Park, has been received.

#### Recommendation

- That the information be received; and 1.
- 2. That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council that the additional development at Prairieland Park. as set out under Item 1 of the concept plan outlined on page 2 of the May 29, 2017 report of the General Manager, Community Services, be approved.

#### 7.2.4 PotashCorp of Saskatchewan Inc. Contribution and Naming 171 - 174 Rights Agreement [File No. CK 4205-9 and RS 4206-KI-12]

#### Recommendation

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

- 1. That the key terms of the Contribution and Naming Rights Agreement between the City of Saskatoon and PotashCorp of Saskatchewan Inc. be approved as noted the August 14, 2017 report of the General Manager, Community Services; and
- 2. That the City Solicitor be requested to prepare the appropriate agreement and that His Worship the Mayor and the City Clerk be authorized to execute the appropriate agreement under the Corporate Seal.

#### 7.2.5 City Entrance Signs [File No. CK 6280-1 and PL 4005-6] 175 - 179

#### Recommendation

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

- That the remaining four City Entrance Signs, proposed to 1. be created as per the Highway Entrance Features Concept Plan, not be constructed;
- 2. That \$374,229.74 be returned to the Reserve for Capital

Expenditures; and

- 3. That funding continue to be provided to maintain the existing City Entrance Signs.
- 7.2.6 Innovative Housing Incentives Mortgage Flexibilities Support 180 183 Program - Proposed Amendment to the Innovative Residential Investment Inc. 2017 Bundled Project [File No.CK 750-4 and PL 951-140]

#### Recommendation

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

- That an additional site, located at the corner of Lewin Way and Lewin Crescent (address to be assigned), be added to the Innovative Residential Investment Inc. bundled project under the City of Saskatoon's Mortgage Flexibilities Support Program; and
- 2. That the City Solicitor be requested to prepare the necessary incentive and tax sponsorship agreements, and that His Worship the Mayor and the City Clerk be authorized to execute these agreements under the Corporate Seal.

#### 7.2.7 Award of Contract - Transit Villages Concept Plans Request for 184 - 190 Proposals [File No. CK 4350-66 and PL 4110-78-2]

#### Recommendation

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

- That the award of contract for the provision of planning services to complete the Transit Villages Concept Plans planning and design services to Dialog, in partnership with Watt Consulting Group and Colliers International, for a total contract amount not to exceed \$350,000, including taxes and disbursements, be approved; and
- 2. That the City Solicitor be requested to prepare the appropriate agreement and that His Worship the Mayor and the City Clerk be authorized to execute the agreement under the Corporate Seal.

# 7.2.8 Market Sounding Results for a Downtown Grocery Store [File 191 - 208 No. CK 4130-1 and PL4130-22-10 (BF 010-17)]

#### Recommendation

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council that the Administration be directed to review Vacant Lot and Adaptive Reuse Incentive Program Policy No. C09-035 for potential options to further incentivize residential development, and grocery store development, in the Downtown.

7.2.9 Stabilization of Funding for the Affordable Housing Reserve and 209 - 215 Proposed Amendments to Reserves for Future Expenditures Policy No. C03-003 [File No. CK 750-4 and PL 950-20]

#### Recommendation

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council that it consider implementing the proposed housing funding strategy, as outlined in the August 14, 2017 report of the General Manager, Community Services, for the 2019 budget year.

- 8. MOTIONS (notice previously given)
- 9. GIVING NOTICE
- 10. URGENT BUSINESS
- 11. IN CAMERA SESSION (If Required)
- 12. ADJOURNMENT

## Inquiry – Richard St. Barbe Baker Afforestation Area

#### Recommendation

That the report of the General Manager, Community Services Department, dated May 29, 2017, be forwarded to City Council for information.

## **Topic and Purpose**

The purpose of this report is to respond to a City Council inquiry regarding the possibility of Richard St. Barbe Baker Afforestation Area being declared Municipal Reserve and any consultation plans within the area regarding the afforestation area in conjunction with the Area Sector Plan.

## **Report Highlights**

- 1. The City of Saskatoon (City) is currently undertaking two initiatives that are expected to provide direction for future use of the Richard St. Barbe Baker Afforestation Area (Afforestation Area): a Green Infrastructure Strategy and an amendment to the Blairmore Sector Plan.
- 2. A Green Infrastructure Strategy is being developed to provide a vision and policies for areas that contribute to Saskatoon's ecological network.
- 3. An amendment to the Blairmore Sector Plan, to incorporate land within the city's southwest, will provide a land use and servicing framework for this area, including the Afforestation Area.
- 4. Community groups, stakeholders, adjacent land owners, and residents will be involved within consultation to determine the future direction of both City initiatives.

### Strategic Goal

This report supports the long-term strategy of improving access to ecological systems and spaces, both natural and naturalized, under the Strategic Goal of Environmental Leadership.

## Background

The Afforestation Area is located southwest of the Montgomery Place neighbourhood, specifically, south of the Canadian National Station and yards (see Part S<sup>1</sup>/<sub>2</sub> 22-36-6 W3 and Part SE 23-36-6 W3 in Attachment 1).

This area was planted by the City's Parks Division in 1972, with the aim of "improving the future environment of the city." On October 30, 1978, City Council named part of the planted area after Richard St. Barbe Baker, an internationally known forest advisor and conservationist who crusaded against the widespread destruction of trees, and for their planting, to improve environments essential to the well-being of local residents and other living creatures.

In 2013, City Council approved the 5.86 hectare (14.5 acre) Southwest Off-Leash Recreation Area located in part SE 23-36-6 W3. Although the Southwest Off-Leash Recreation Area is not legally named under the Afforestation Area, it is considered within the realm of study for this inquiry and is the area most often visited by local residents.

At the April 25, 2016 meeting of City Council, the following inquiry was made by former City Councillor P. Lorje:

"Will the Administration please report on the following matters with respect to the Richard St. Barbe Afforestation Area:

- 1. Can/will it be declared Municipal Reserve and added to the City's park space inventory?;
- 2. What measures can be taken in both the short-term (since there is no current budget for this) and the long-term to enclose the area in order to prevent unlawful dumping of garbage and trespass by motorized vehicles, including snowmobiles and ATVs? This could include measures such as strategically-placed boulders, gates and fencing.;
- 3. Can/will the City provide resources to pick-up the accumulated garbage in the area? This could be accomplished by either City crews picking-up this garbage, or by giving assistance for landfill tipping fees for community volunteers to start the clean-up of this significant urban asset.; and
- 4. What plans are there to consult with community groups, stakeholders and adjacent residents to develop a possible program for the area including the South West Concept Plan development?."

Points 2 and 3 above were addressed by a report from the Parks Division to City Council on August 18, 2016. Based on that report, some barriers were installed in 2016 that have reduced illegal dumping in the area. Points 1 and 4 above are now being addressed within this report.

#### Report

The Afforestation Area is located within the city's southwest and is comprised of trees, open areas, and wetlands. Vegetation is a mix of both planted and naturally-established trees, grasses, and shrubs. Though owned by the City, the Afforestation Area is not included in the City's park inventory and, as such, no funding is available to support maintenance services, with the exception of the Southwest Off-Leash Recreation Area.

The City is currently undertaking two initiatives that are expected to provide direction for future use of the Afforestation Area: a Green Infrastructure Strategy, and an amendment to the Blairmore Sector Plan. The Green Infrastructure Strategy will provide a vision and policies for areas that contribute to the city's ecological network. An amendment to the Blairmore Sector, to incorporate land within the city's southwest,

will provide a land use and servicing framework for this area, including the Afforestation Area.

#### Green Infrastructure Strategy

Currently, a Green Infrastructure Strategy is being undertaken through collaboration between the Planning and Development and Environment and Corporate Initiatives Divisions. The purpose of the Green Infrastructure Strategy is to develop an integrated approach to planning for and maintaining a sustainable, biodiverse city by considering natural and supportive areas as part of an ecological system.

An inventory of natural and supporting areas will be catalogued as part of this project, along with quantification of the natural asset value of inventoried natural areas. The inventory of natural areas will include:

- i) natural areas outside the current urban footprint that have experienced no disturbance through urban development;
- ii) retained natural areas that have experienced minimal disturbance through urban development and are fully or partially contained within the urban footprint; and
- iii) naturalized areas that have been wholly or partially constructed to effectively recreate a true natural area.

The Afforestation Area is included in the review of natural areas.

The project will further define the necessary vision, strategy, policies, procedures, programs, roles, responsibilities, and funding for the successful conservation and integration of the ecological network into urban development at various scales.

#### Blairmore Sector Plan Amendment

The Long Range Planning Section, Planning and Development Division, is currently amending the Blairmore Sector Plan. This amendment will incorporate what has been known as the Southwest Sector, an area which includes the Afforestation Area, and surrounding areas.

The Blairmore Sector Plan provides a broad framework for future urban development and includes the location of future neighbourhoods, employment areas, parks, and significant natural areas. Sector plans are preliminary planning studies and future oriented; no specific time frame for development is applied to sector plans.

Through the proposed Blairmore Sector Plan amendment, the classification and future use of the Afforestation Area will be explored, and stakeholders will be engaged. Further study and community involvement is required prior to any potential development or classification options are proposed for the area.

The Afforestation Area and surrounding afforestation lands are owned by the City, and the City has no current intention of selling or developing these land parcels as the use of these lands will be addressed further through the Blairmore Sector Plan amendment.

Should any future development options be pursued within the Afforestation Area, an area concept plan would be required, subject to City Council approval. The majority of the Afforestation Area is located within the Meewasin Valley Authority Conservation Zone and is, therefore, subject to *The Meewasin Valley Authority Act*. Any development consideration requires approval of the Meewasin Valley.

#### Public and/or Stakeholder Involvement

Future consultation with the public will be necessary to determine the direction of the Afforestation Area regarding both the Green Infrastructure Strategy and the Blairmore Sector Plan.

Engagement with internal and external stakeholders is ongoing throughout the Green Infrastructure Strategy. Public consultation is expected to occur throughout 2017 and 2018, with initial engagement beginning in the fall of 2017.

The Blairmore Sector Plan and amendment will be widely circulated and reviewed. Consistent with the standard procedures, the proposed amendment to the Blairmore Sector Plan will be presented to property owners and other stakeholders within the Blairmore Sector, as well as through a wider public open house.

#### **Communication Plan**

Appropriate communication plans will be developed as initiatives progress and implemented accordingly.

#### **Other Considerations/Implications**

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

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

A Blairmore Sector Plan amendment that incorporates the Afforestation Area into the Blairmore Sector is to be brought forward for City Council approval by the end of 2017. The first phase of the Green Infrastructure Strategy is anticipated to be complete by the third quarter of 2017. A full report on the project will be submitted to the Standing Policy Committee on Environment, Utilities and Corporate Services by the end of 2017.

#### **Public Notice**

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

#### Attachments

1. Richard St. Barbe Baker Afforestation Area Location Plan

#### **Report Approval**

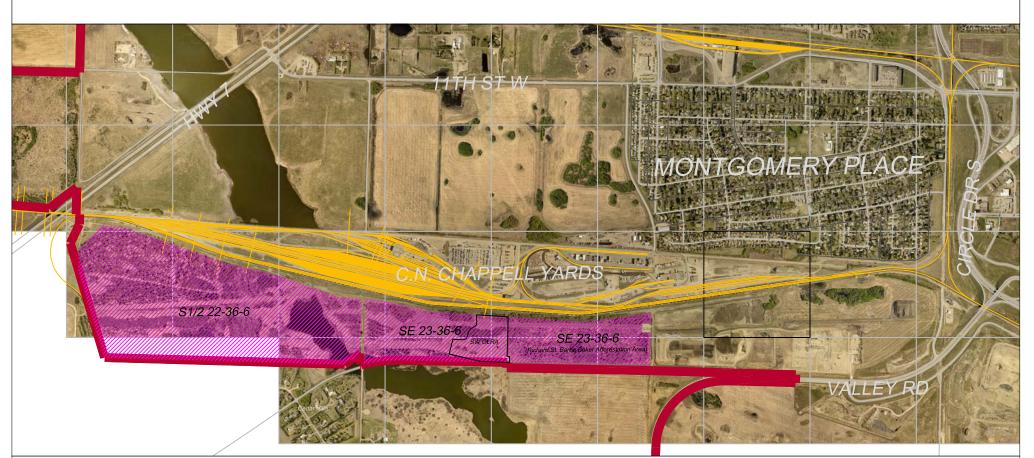
Written by:Ian Williamson, Senior Planner, Planning and DevelopmentReviewed by:Lesley Anderson, Director of Planning and DevelopmentApproved by:Randy Grauer, General Manager, Community Services Department

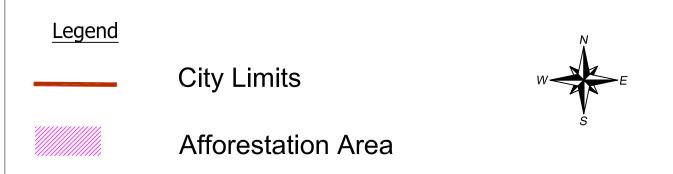
S/Reports/2017/PD/PDCS - Inquiry - Richard St. Barbe Baker Afforestation Area/Ic

#### **ATTACHMENT 1**

## **Richard St. Barbe Baker Afforestation Area Location Plan**

## Richard St. Barbe Baker Afforestation Area







#### **Planning & Development Division**

NOTE: The information contained on this map is for reference only and not to be used for legal purposes. This map may not be reproduced without the expressed written consent of Community Services - Long Range Planning Section.

# Neighbourhood Level Infill Development Strategy – Review of Regulations for Primary Dwellings

#### Recommendation

That the report of the General Manager, Community Services Department, dated May 29, 2017, be forwarded to City Council for information.

#### **Topic and Purpose**

The purpose of this report is to provide the outcome of a review of regulations for infill development for primary dwellings in established neighbourhoods, as contained in Zoning Bylaw No. 8770 and adopted by City Council in March 2015.

#### **Report Highlights**

- 1. A review of the regulations for primary dwellings in established neighbourhoods, as contained in Zoning Bylaw No. 8770 (Zoning Bylaw), has been completed by the Administration.
- 2. The Administration consulted with design professionals and the Saskatoon & Region Homebuilders' Association regarding the regulations for primary dwellings in established neighbourhoods.
- 3. The Administration is not proposing any changes to the Zoning Bylaw regulations for primary dwellings in established neighbourhoods.

#### **Strategic Goal**

This report supports the City of Saskatoon's (City) Strategic Goal of Sustainable Growth by ensuring that infill development is compatible with the existing built form.

#### Background

The Neighbourhood Level Infill Development Strategy (Strategy) was endorsed by City Council on December 16, 2013. The Strategy outlined best practices, design guidelines, and regulations, which provide design flexibility and minimize the impact of infill residential dwellings on neighbouring property owners.

On March 23, 2015, City Council adopted amendments to the Zoning Bylaw to implement new development standards for primary dwellings (one- and two-unit dwellings and semi-detached dwellings) in established neighbourhoods. The amendments, in particular those that regulate building height and massing, ensure that new infill development does not detract from the character of an existing neighbourhood. The regulations were implemented with the goal of balancing demand for contemporary housing with the existing built form in established neighbourhoods.

The adopted Zoning Bylaw regulations for primary dwellings include the following (see Attachment 1 for details on these regulations):

- a) allowable sidewall area, which is determined by a calculation of building wall height and building wall length;
- b) regulations specific to flat-roofed structures;
- c) revisions to site width requirements for one-unit dwellings;
- d) regulations specific to height to the bottom of the front door;
- e) permitting porches to extend into the required front yard.

The Administration indicated that a report would be prepared for City Council after the adopted regulations were in effect for approximately two years, providing information on the effectiveness of the regulations, staff time required to review permits, and permit fees to process applications.

#### Report

The Planning and Development Division reviewed the Zoning Bylaw amendments for primary dwellings, including:

- feedback from civic staff on the effectiveness of the regulations, the support required to administer the regulations, and the administrative time required to process applications;
- consultation with the Saskatoon & Region Homebuilders' Association and professionals experienced in designing infill primary dwellings; and
- compilation of building permit data for primary dwellings city-wide and within established neighbourhoods from 2010 to 2017.

#### Administrative Review

The Development Review Section reviews all development proposals for primary dwellings in established neighbourhoods to ensure compliance with the Zoning Bylaw. Primary dwellings in established neighbourhoods are subject to a development permit fee, in addition to the building permit fee. The development permit fee is intended to cover the cost of the review for compliance with the Zoning Bylaw. The applicable fee is \$135 plus \$0.45 cents per \$1,000 value of construction. This fee is set at 100% cost recovery standard. The "turn-around" time for an infill development permit review averages four days. Delays typically occur when additional information is required from the design professional. Increasing this fee is not proposed at this time.

Since the implementation of the Zoning Bylaw regulations, no major issues have been identified by civic staff reviewing the applications. Staff continue to assist design professionals with the regulations.

#### Summary of Consultation

The Planning and Development Division met with the Builder Industry Liaison Committee within the Saskatoon & Region Homebuilders' Association. The Association did not have concerns with the regulations.

The Planning and Development Division also met with several professionals experienced in designing infill dwellings. Their comments are summarized as follows:

- a. The allowable sidewall regulation limits the size and massing of the dwelling. At times, it can be difficult to design infill dwellings to accommodate requests of new homeowners.
- b. The regulation that allows front porches to extend into the front yard has been used in a limited capacity.
- c. Allowing for one-unit dwellings on sites with a width of 7.5 metres (25 feet) is a positive change; however, designing dwellings on these sites can be challenging.
- d. The regulation requiring the height of the bottom of the front door to be located no more than 1.0 metre above the finished grade limits the abovegrade portion of the foundation. Basement windows require window wells. Window wells may not be desirable for homeowners when a secondary suite is located in the basement. This regulation was reviewed and discussed during the development of the regulations and is appropriate to maintain the pedestrian-scaled relationship with the street.

The issues identified by designers indicate that infill dwellings may be more challenging to design. However, as the intent of the regulations is to ensure that infill dwelling is compatible with existing residential area, it is the Administration's opinion that the regulations are appropriate.

#### Building Permit Data for Primary Dwellings

Attachment 2 provides building permit data for primary dwellings city-wide and in established neighbourhoods from 2010 to 2017. Based on the data, the following observations can be made:

- Construction of primary dwellings within established neighbourhoods remains steady; since 2013, there has been a minimum of 100 primary dwellings constructed annually. The number of primary dwellings constructed in 2016 was 106. This accounts for 14.8% of all city-wide primary dwelling construction.
- While the overall number of primary dwellings remains consistent, the number of two-unit dwellings has decreased since the regulations were implemented in March 2015. The amendment made to the site width regulation in areas defined as Category 1 neighbourhoods in the Zoning Bylaw allows for the development of a one-unit dwelling on a site with a width of 7.5 metres. The amendment accommodates the development of two one-unit dwellings rather than two-unit or semi-detached dwellings. It was identified in the Strategy that one-unit dwellings better fit the character of these areas. In addition, secondary suites can be legally developed in one-unit dwellings.

#### **Conclusion**

The amendments to the Zoning Bylaw for primary dwellings were implemented to ensure that infill development is compatible with the existing built form and that development enhances neighbourhood character. In observing construction that has occurred in the last two years, the Zoning Bylaw regulations for primary dwellings attained the objective of ensuring that infill development is compatible with the character of established neighbourhoods. Civic staff will continue to monitor the regulations. The Administration is not proposing any changes to the Zoning Bylaw regulations at this time but will bring forward amendments if required.

#### Public and/or Stakeholder Involvement

Significant community engagement occurred during the development of the Strategy. The Administration met with design professionals and the Saskatoon & Region Home Builders' Association during this review.

Interaction between civic staff and the general public over the past two years indicates that the regulations are acceptable. The Administration continues to receive comments regarding infill development, in particular, during construction. The Administration will continue to monitor comments received.

#### **Communication Plan**

The Planning and Development Division prepared a brochure (Regulations and Design Guidelines for Primary Dwellings) to provide information on infill development, including building and site design guidelines, Zoning Bylaw requirements, regulations for accessory uses and structure, permits, and other information pertinent to residential construction. The brochure is available in pdf format on the City website.

In preparation for the spring construction season, a link to the brochure was advertised on Facebook in March 2017. The post reached 24,542 people, was liked 134 times, and had 16 shares. Comments received were not related to the Zoning Bylaw regulations, rather infill development in general. An advertisement promoting the brochure was also placed in the <u>Saskatoon HOME magazine</u>.

#### **Other Considerations/Implications**

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

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

Follow-up is not required at this time.

#### **Public Notice**

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

#### Attachments

- 1. Zoning Bylaw Amendments for Primary Dwellings in Established Neighbourhoods
- 2. Building Permit Data for Primary Dwellings 2010 to 2017

### **Report Approval**

Written by:	Paula Kotasek-Toth, Senior Planner, Planning and Development
Reviewed by:	Lesley Anderson, Director of Planning and Development
Approved by:	Randy Grauer, General Manager, Community Services Department

S/Reports/2017/PD/PDCS - Neighbourhood Level Infill Development Strategy - Review of Regulations for Primary Dwellings/ks

#### Zoning Bylaw Amendments for Primary Dwellings in Established **Neighbourhoods**

In March 2015, amendments were made to the Zoning Bylaw for development standards for one- and two-unit dwellings, and semi-detached dwellings in the R1 - Large Lot One-Unit Residential District (R1 District), R1A - One-Unit Residential District (R1A District), and R2 Oneand Two-Unit Residential District (R2 District) in established neighbourhoods.

#### Category 1 and 2 Neighbourhoods

- Category 1 neighbourhoods include City Park, Caswell Hill, Westmount, Riversdale, 1. Pleasant Hill, King George, Nutana, Varsity View, Buena Vista, North Park, Haultain, and Exhibition. These neighbourhoods are generally characterized by a grid design with narrow residential streets and large mature trees.
- 2. Category 2 neighbourhoods are the remainder of the established neighbourhoods. They include Hudson Bay, Mayfair, Kelsey-Woodlawn, Richmond Heights, Sutherland, Forest Grove, Greystone Heights, Grosvenor, Brevoort Park, Eastview, Nutana Park. Adelaide/Churchill, Queen Elizabeth, Avalon, Holiday Park, Montgomery Place, Mount Royal, and Meadowgreen.

#### Amendments that Pertain to Both Category 1 and Category 2 Neighbourhoods

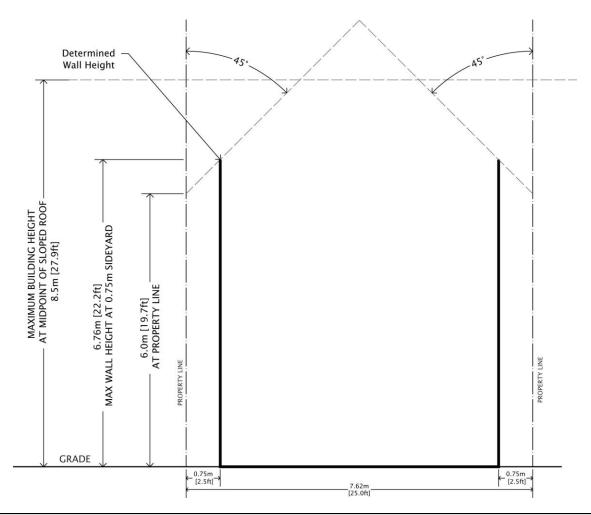
	Allowable Sidewall A	rea
	vellings that do not overwhelm the character of adjacent llowable building area, allowing for flexibility in design, w	
Development Standard	Regulation	Rationale
Allowable sidewall area.	<ol> <li>Determine the building height (using the angular plane). See diagram on page 3.</li> <li>Determine the maximum building length. See page 4.</li> <li>Allowable sidewall area is calculated using building height and wall length.</li> <li>The sidewall of the building shall not exceed this area. Sidewall area is all areas located under eaves and facing the same direction.</li> <li>The maximum height standard of the building remains at 8.5 metres to the highest point of a flat roof, the deck line of a mansard roof, and to the mean height level between the ridge for a gable, hip, or gambrel roof.</li> </ol>	Decrease the overall building mass of dwelling to mitigate shading and increase privacy of neighbouring properties. The sidewall calculation is intended to limit the overall mass of the sidewall.

#### Building Wall Height Calculation for the Allowable Sidewall Area

The Strategy proposed a "building envelope" or angular plane to regulate massing of a dwelling. This tool is applied to determine a building wall height to be used in conjunction with a building wall length to calculate allowable sidewall area.

The wall height is determined by a 45 degree angular plane, measured from a height of 6 metres, projecting vertically from the side property line. The allowable wall height is determined where the wall intersects the 45 degree angular plane.

By increasing the side yard, the allowable wall height is increased.



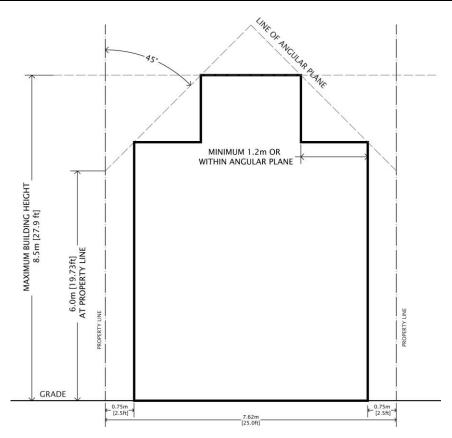
#### Building Wall Length Calculation for the Allowable Sidewall Area

The building wall length is to be used in conjunction with building wall height to calculate the allowable sidewall area.

The building wall length shall be determined as follows:

- a) for sites less than 40 metres in depth, the maximum building wall length is 14 metres; and
- b) for sites greater than 40 metres in depth, the building wall length is determined by: site depth x 50% front yard setback.

	Flat-Roofe	d Structures
	e is applied to determine the building height ided that it is setback from the building walls	of flat-roofed structures. An upper storey or penthouse may
Development Standard	Regulation	Rationale
Building massing for one-unit, two-unit, semi- detached dwellings, and flat-roofed structures	The building wall height would be determined by a 45 degree angular plane, measured from a height of 6 metres, projecting vertically from the side property line. The maximum wall height is determined where the wall intersects the 45 degree angular plane. Wall height would be measured as an average of the lowest and highest points of the wall. The resulting wall height would be able to be increased, provided that the dwelling is setback further from the side property line. Any portion of sidewalls above the maximum height must have a minimum stepback of 1.2 metres from the sidewall of the dwelling and be located within the angular plane. The allowable sidewall areas apply to flat-roofed structures.	Decrease the overall building mass of dwelling to mitigate shading and increase privacy of neighbouring properties. The calculation is intended to limit the overall mass of the sidewall.



#### Site Width for One-Unit Dwellings

In Category 1 neighbourhoods, the development standard for minimum site width for one-unit dwellings is 15 metres in the R1 District, 12 metres in the R1A District, and 7.5 metres in the R2 District.

For Category 2 neighbourhoods, the site width for construction of new one-unit dwellings in established neighbourhoods shall be at least 60% of the average site width for one-unit dwelling sites fronting on the subject block face and the opposite block face. The provision will increase the number of lots available for one-unit dwellings and maintain the character of blocks with wider lots.

**Note:** In the Montgomery Place neighbourhood, the minimum site width is 18.25 metres. This minimum site width is not proposed to be changed and will not be impacted by the proposed amendments.

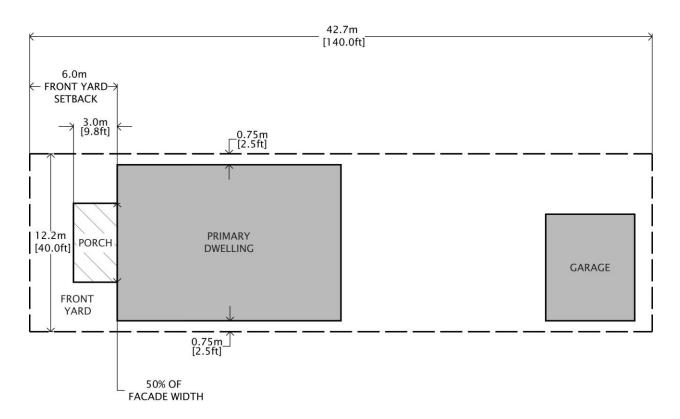
Development Standard	Regulation	Rationale
Site width for one-unit dwellings in Category 1 neighbourhoods.	Minimum site width to remain unchanged.	The result of the provision has been the construction of two-unit and semi-detached dwellings.
Minimum site width for: R1 District = 15 metres; R1A District = 12 metres;	The provision, which requires that the site be 70% of the average, will be removed.	In Category 1 neighbourhoods, the development of detached one-unit dwellings is more compatible with the existing character.
and R2 District = 7.5 metres.	The 100 to 300 blocks of Saskatchewan Crescent West and Poplar Crescent are treated as Category 2 neighbourhoods.	
Site width for one-unit dwellings in Category 2 neighbourhoods.	Minimum site width to remain unchanged. Note: Minimum site width in the	The reduction in the regulation will allow for additional sites for one-unit dwellings, while ensuring that lot width along the block face remains consistent.
Minimum site width for: R1 District = 15 metres*; R1A District = 12 metres*;	Montgomery Place neighbourhood remains unchanged.	
and R2 District = 7.5 metres*.	The site width for construction of new one-unit dwellings in Category 2 neighbourhoods shall be at least 60%	
*60% rule applies.	of the average site width for one-unit dwelling sites fronting on the subject block face and the opposite block face,	
	but in no case shall the site width be less than the minimum standard metres.	

#### Amendments that Pertain to Category 1 Neighbourhoods Only

#### **Front Porch Encroachment**

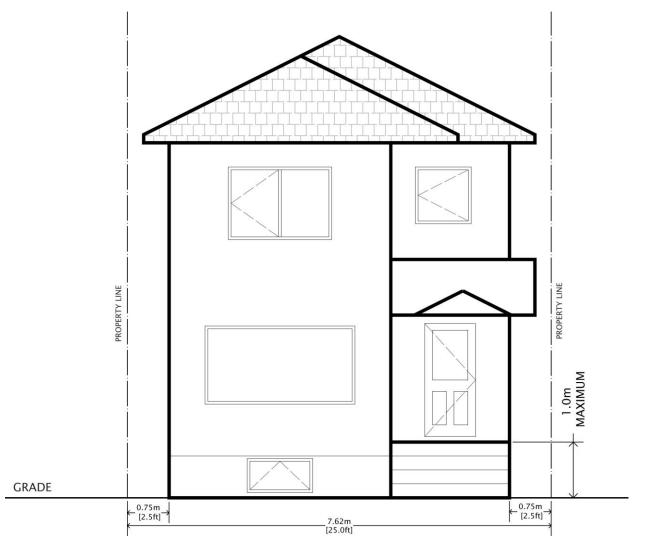
In Category 1 neighbourhoods, the amendment allows front porches to encroach, provided that they do not extend more than 50% of the width of the dwelling and do not encroach more than 3 metres into the required front yard.

Development Standard	Regulation	Rationale
Front porch encroachment for one-unit, two-unit, and semi-detached dwellings.	A portion of the front façade of the dwelling may encroach up to 3 metres into the required front yard, provided that the width does not exceed 50% of the width of the façade. The front porch must contain a front door.	The Strategy identified that a front porch was a desirable design feature in Category 1 neighbourhoods. Many of the traditional building styles contain front porches.



	Height of Fro	nt Door
		Im finished floor height or front door elevation is requirement is to maintain the pedestrian-scaled
Development Standard	Regulation	Rationale

Development Standard	Regulation	Rationale
Height of front door.	The height of the bottom of the front door shall not be located more than 1.0 metre above the finished grade.	To maintain a pedestrian-scaled relationship with the street.



#### Building Permit Data for Primary Dwellings - 2010 to 2017

#### Table 1

#### Building Permits for Primary Dwellings in Established Neighbourhoods - 2010 to Present

	2010	2011	2012	2013	2014	<b>2015</b> <sup>1</sup>	2016	<b>2017</b> <sup>2</sup>
One-Unit Dwellings	41	36	32	59	61	82	106	24
Two-Unit Dwellings	24	39	52	73	52	18	12	2
Total	65	75	84	132	113	100	118	26

<sup>1</sup> Zoning Bylaw regulations for primary dwellings were adopted on March 23, 2015

<sup>2</sup> Permits issued as of April 30, 2017

#### Table 2

#### Primary Dwellings in Established Neighbourhoods Versus City of Saskatoon

	2010	2011	2012	2013	2014	2015	2016	<b>2017</b> <sup>2</sup>
No. of Primary Dwellings in Established Neighbourhoods	65	75	84	132	113	100	118	26
No. of Primary Dwellings in City of Saskatoon	1,093	1,185	1,482	1,210	1,082	699	796	248
Percentage of Total Permits	5.9%	6.3%	5.7%	10.9%	10.4%	14.3%	14.8%	10.5%

<sup>1</sup> Zoning Bylaw regulations for primary dwellings were adopted on March 23, 2015

<sup>2</sup> Permits issued as of April 30, 2017

## Naming Advisory Committee Report – Second Quarter 2017

#### Recommendation

That the Naming Advisory Committee issue direction with respect to the naming and renaming submissions contained within this report.

#### **Topic and Purpose**

The purpose of this report is to consider naming and renaming requests to ensure they meet City Council guidelines, as set out in Naming of Civic Property and Development Areas Policy No. C09-008.

#### **Report Highlights**

- 1. The following names have been applied since the last quarter: Amisk, Greyeyes-Steele, Mark, and Stilling in the Rosewood neighbourhood; Gibson and Owen in the Brighton neighbourhood; and Lions Century Park in the Kensington neighbourhood.
- 2. The following naming submission requires screening: Barnsley.
- 3. The following renaming submissions require screening: A request to rename the Traffic Bridge to the Truth and Reconciliation Bridge and a request to rename Victoria Park to Reconciliation Park.

#### **Strategic Goal**

Under the City of Saskatoon's (City) Strategic Goal of Quality of Life, this report supports the recognition of our built, natural, and cultural heritage. The naming of civic facilities, streets, and parks celebrates the history, environment, and outstanding contributions of our diverse community.

#### Background

According to Naming of Civic Property and Development Areas Policy No. C09-008 (Naming Policy), all names proposed for the Names Master List will be screened by the Naming Advisory Committee and meet City Council's guidelines for name selection. All requests for naming of roadways from the Names Master List will be selected or endorsed by His Worship the Mayor. Name suffixes are circulated through the Administration for technical review.

#### Report

Names Applied in the Last Quarter

The following names have been assigned since the previous meeting:

In the Rosewood neighbourhood (see Attachment 1):

- Amisk Way;
- Greyeyes-Steele Way;
- Mark Bend, Lane, Link, and Way; and
- Stilling Lane, Manor, Mews, Street, Union, and Way.

In the Brighton neighbourhood (see Attachment 2):

- Gibson Bend; and
- Owen Manor.

In the Kensington neighbourhood (see Attachment 3):

Lions Century Park.

#### Naming Requests

The following naming request has been received and requires screening:

 "Barnsley" – Greg Barnsley is largely known and remembered for his long career with CFQC (CTV Saskatoon) as a weather broadcaster for 39 years. He was also very involved with community organizations, including volunteering as a board member with the Saskatoon Sexual Assault and Information Centre for 25 years. He was the recipient of the Queen Elizabeth II Diamond Jubilee Medal in 2012, and the Saskatchewan Centennial Medal in 2005. The full submission is included as Attachment 4.

This submission falls under guideline 3.3 a) i) of the Naming Policy recognizing "a person who has demonstrated excellence, courage, or exceptional dedication to service in ways that bring special credit to the City of Saskatoon, Province of Saskatchewan, or Canada."

#### Renaming Requests

The following renaming requests have been received and require screening:

- 1. Shirley Isbister, President of Central Urban Metis Federation Inc., has requested that Victoria Park, or a portion thereof, be renamed to Reconciliation Park. The full submission is included as Attachment 5. Victoria Park is located along the South Saskatchewan River in the King George and Riversdale neighbourhoods and named to honour Queen Alexandrina Victoria (1819 to 1901), who reigned for 63 years; the longest reign in British history. Victoria Avenue is also named for Queen Victoria.
- 2. An application has been received from Ruth Elliott, teacher-librarian with the Saskatoon Public School Division to rename the Traffic Bridge as the Truth and Reconciliation Bridge. Ruth Elliott and Mrs. Maria Jones' Grade 7 class from Lawson Heights School included letters regarding what they learned about residential schools and their impact on First Nations and Metis families. Ruth Elliott's application also includes the history of the Saskatoon area prior to and during the formation of the municipality. The full submission is included as Attachment 6.

The Traffic Bridge was formally named in 2007, to recognize and honour the historic significance of the bridge. Previously it has been called the 3<sup>rd</sup> Avenue Bridge, the Iron Bridge, the 19<sup>th</sup> Street Bridge, and the Victoria Bridge. The name "Traffic Bridge" refers to a bridge for foot and vehicle traffic, rather than one for trains.

In recognition of the <u>Truth and Reconciliation Commission of Canada Calls to Action</u>, the Administration is developing a process to engage the community as a whole to name the North Commuter Parkway bridge. The process will include education and engagement with the community at large and consultation with Aboriginal Elders and Indian Residential School Survivors and is currently in a preliminary stage. The Naming Advisory Committee may wish to include the above two renaming requests in this naming process.

Renaming of a municipally-owned or controlled facility requires the approval of City Council and consultation with those who may be affected by the proposed renaming.

#### Public and/or Stakeholder Involvement

Stakeholders and members of the public are invited to make a short presentation to the Naming Advisory Committee in support of their naming submissions.

#### **Policy Implications**

The screening of requests and suggestions for naming or renaming of municipally-owned or controlled facilities, streets, suburban development areas, neighbourhoods, and parks must be in compliance with the Naming Policy.

#### **Financial Implications**

The financial impact of renaming a bridge or park includes the cost of updating maps and signage. Additional costs may be incurred should further public consultation be required. The Naming Policy states that the City will not normally provide compensation for any costs associated with a name change.

### **Other Considerations/Implications**

There are no options, environmental, privacy, or CPTED implications or considerations; a communication plan is not required at this time.

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

No follow-up is required.

### **Public Notice**

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

### Attachments

- 1. Rosewood Neighbourhood Roadway Naming
- 2. Brighton Neighbourhood Roadway Naming
- 3. Kensington Neighbourhood Park Naming
- 4. Original Submission Barnsley
- 5. Original Submission Reconciliation Park Renaming
- 6. Original Submission Truth and Reconciliation Commission Bridge Renaming

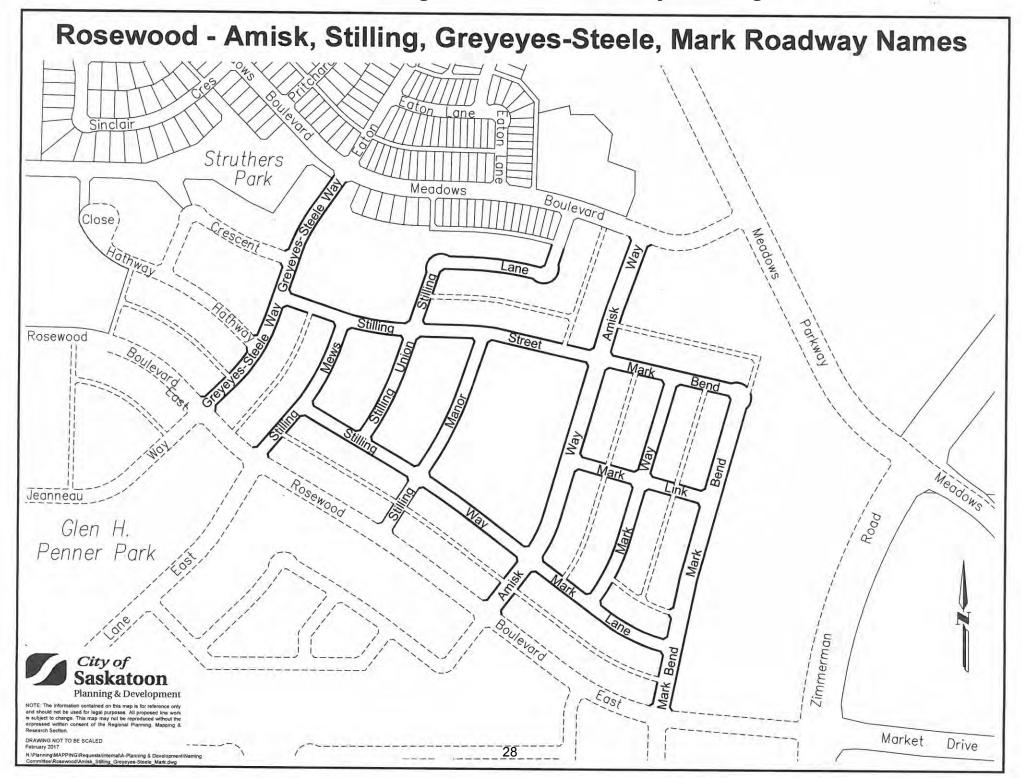
### Report Approval

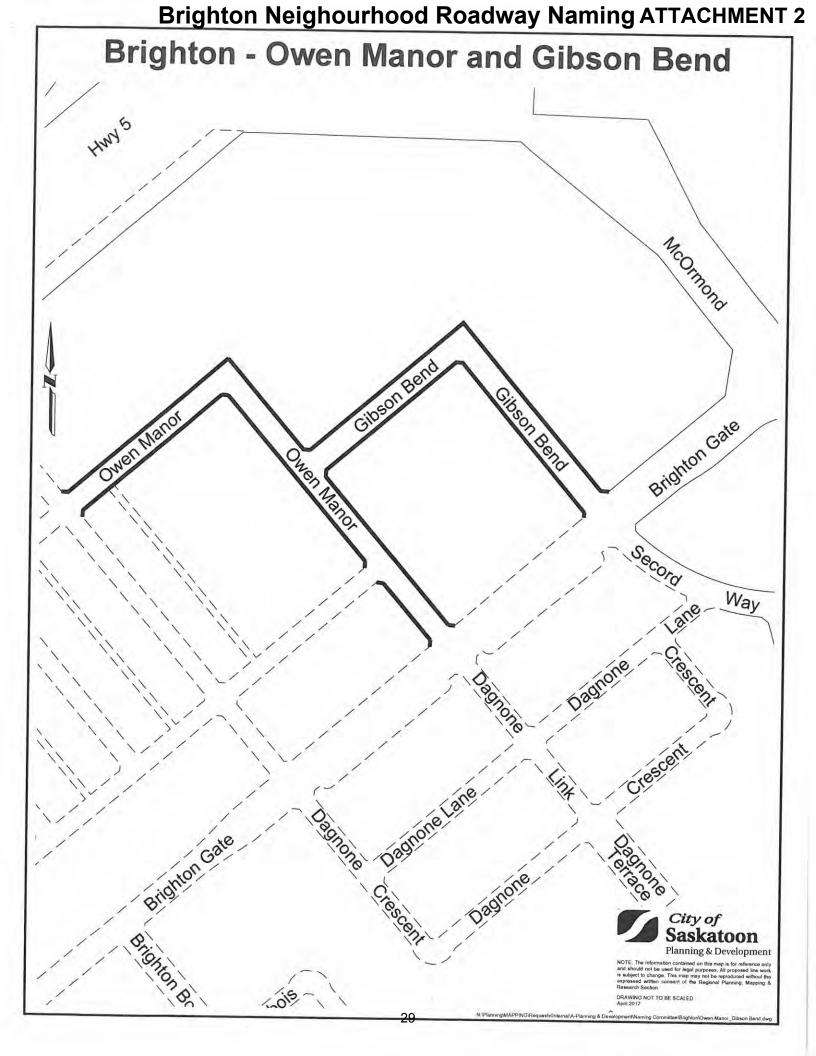
Written by: Daniel McLaren, Planner, Planning and DevelopmentReviewed by: Lesley Anderson, Director of Planning and DevelopmentApproved by: Randy Grauer, General Manager, Community Services Department

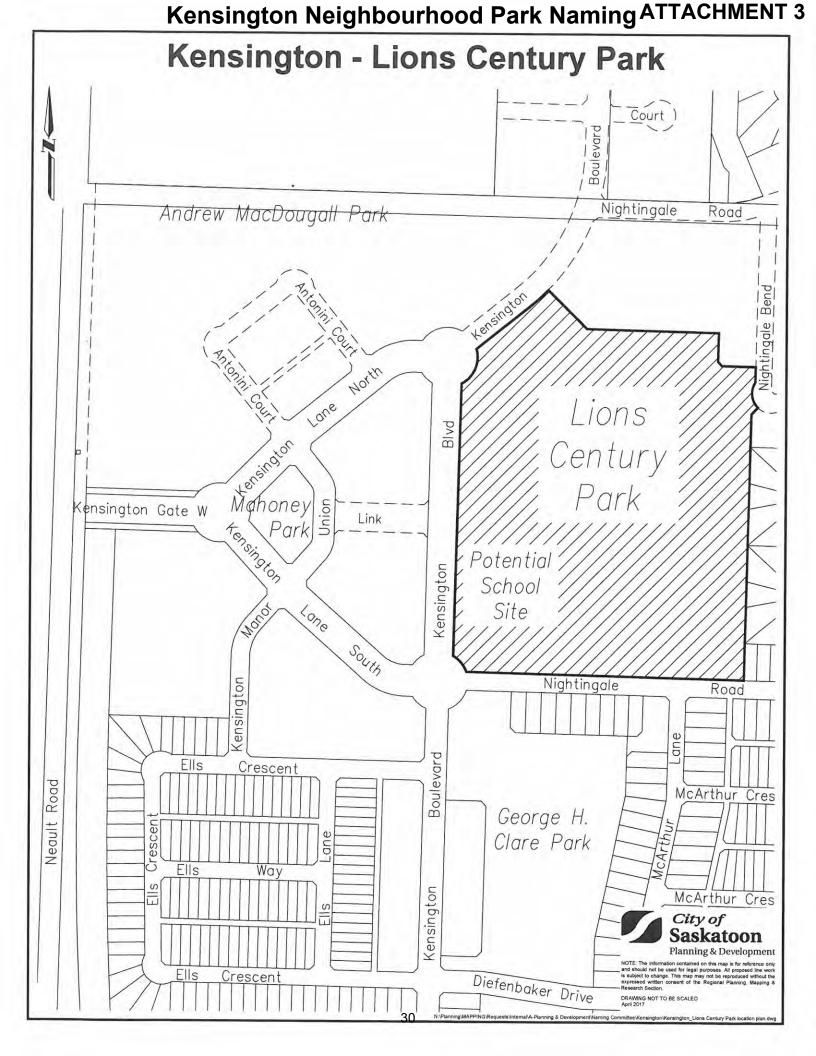
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## **Rosewood Neighbourhood Roadway Naming**

**ATTACHMENT 1** 







# **ATTACHMENT 4**

# **Original Submission - Barnsley**

	APPLICATION FORM To Name Streets, Parks & Civic Properties
ase complete t street, park, or d	he attached application form for all new name submissions and requests for re-naming other civic properties.
iame: Laur	a Stasiuk
ddress; 638	Brabant Pl.
ς <sub>α</sub>	skatoon Province: SK Postal Code: S7J 428
	-374-0457 E-mail: LJS289@mail.usask.ca
none:	- 374 - 0457 E-mail: LJS289@mail.usask.ca New Name Submission Re-naming Request
	e(s) (please print)
Barnsley	
	Street Park Municipal Facility Neighbourhood Other Any of the Above
	Suburban Development Areas
f this is a reque PLEASE INCLUD Indicate which i 1. 2. Do you wish to Please send the	Suburban Development Areas

Dear City of Saskatoon Naming Advisory Committee,

I am writing to you to request the naming of a street after my grampa, Greg Barnsley,

My grampa has made countless contributions to the community of Saskatoon during his lifetime and I believe he deserves recognition for these contributions to our great city.

Greg Barnsley was born on September 23, 1993 in Saskatoon. He attended Caswell School and Bedford Road Collegiate. He was a lifelong citizen of Saskatoon and raised his family in Saskatoon. Greg died on January 2, 2017 at age 83. After grampa's passing, thousands of Saskatoonians took to social media to reminisce about "the good old days" and Greg's lifelong enthusiasm and dedication to our city.

Greg is largely known and remembered for his long career with CFQC (CTV Saskatoon) for his work as a weather broadcaster for 39 years. He was Saskatoon's first weatherman and pioneer broadcaster. He invented public service announcements to allow volunteer organizations to promote their activities on television for no cost. He interviewed organizations on his noon show so they could promote their events at no cost. Greg was a mentor to aspiring broadcasters. He got our community interested in weather and was instrumental in educating the public about the metric system. He was the champion of introduction of the metric system.

Grampa did much more than this. He promoted Saskatoon constantly and consistently in his work life and personal life.

Below is a list of some of his contributions: -Board member of the Sexual Assault Centre for 25 years. -Kinsmen Club volunteer -Boy scout leader -Founding member of the Citizen of the Year committee. Served on the committee from 1966-2014. -Telemiracle volunteer -Kingo bingo 27 years -Recipient of Queen Elizabeth II Diamond Jubilee Medal in 2012. -Recipient of the Saskatchewan Centennial Medal in 2005

Please see the attached article by Ned Powers that was featured in the Saskatoon Express newspaper shortly following his death.

The following is a link to the news story video on CTV News following Greg's death. http://saskatoon.ctvnews.ca/video?clipId=1027791

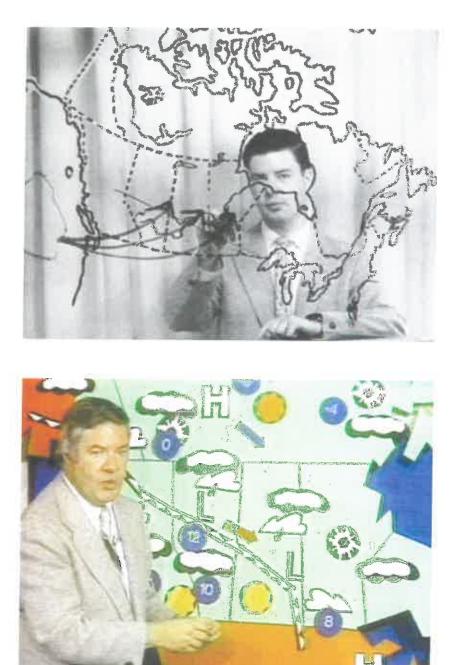
Thanks for your consideration,

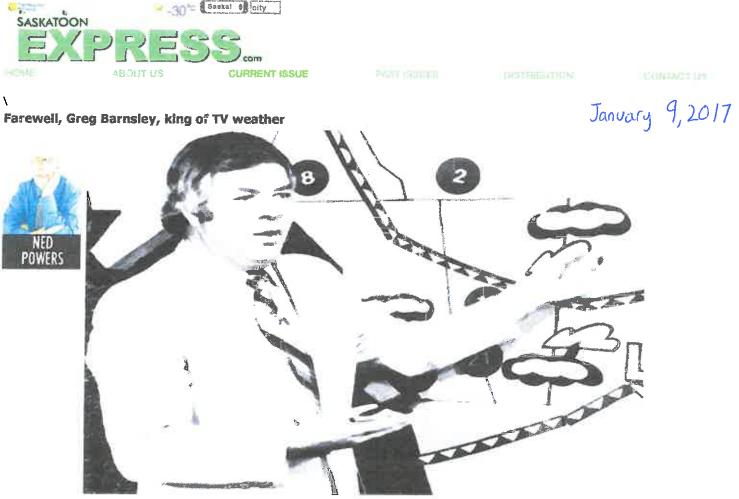
a Starin

Laura Stasiuk Ljs289@mail.usask.ca Home: 306-374-0457

Cell: 306-260-4999

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Delivering the weather was challenging in Greg Barnsley's day. (Photo Supplied)

From 1955 until 1992, Greg Barnsley was the king of the television weathermen in Saskatoon.

Given the advances in higher technology that today's weathercasters enjoy, Barnsley's role was challenging and an amazing feat. He performed in the CFQC studio five evenings a week with the use of a blackboard, chalk, an eraser and the felt markers he threw at the board. He did his job in co-operation with the Saskatoon Weather Office.

Having watched Canada's first TV weatherman Percy Saltzman while studying at Ryerson College in Toronto, Barnsley's philosophy was that "you started with the big picture because that's where the systems form to affect our region and you worked down to the regional forecasts."

Barnsley died at the age of 83 on Jan. 2, leaving behind a career which was rich in tradition. He was part of the innovative team, being at the right place at the right time, to help Saskatoon enter the new, wonderful magical world of television in December, 1954.

While growing up in Saskatoon, he wanted to be in radio and was hired by CFQC in 1953. The A.A. Murphy family had also secured Saskatoon's first television licence and Barnsley was more than willing to try the new game.

Once Walter Romanow had been hired as the TV station manager, his first hirings were Barnsley and Ted Bissland as announcers, John Lumby as photographer and Nik Semenoff as artist. The well-established news department and the radio station were virtually across the hall from the new TV studios.

Barnsley was there when Romanow and general manager Blair Nelson pushed the button on December 5, 1954, to launch the station.

"No one considered it a historic moment at the time," Barnsley once told me in an interview. "Many of us looked upon it as a reward for the rehearsals of mock shows, commercials and newscasts which we'd be doing for part of a year. Some of us had physically built and painted the sets.

"The atmosphere was happy and fulfilling. Spike (Romanow's nickname) instilled in us the good old college try attitude and we were a co-operative gang. Blair trusted us to do our jobs and I called that enlightened management."

The studio buzzed. There was an array of locally produced shows. At the beginning, the Saskatoon commercials weren't taped in advance but performed live. The news packages were filled with local content because there weren't any national news feeds available. Some will remember that the first Grey Cup telecast for Saskatoon consumption was delivered to CFQC on film via Air Canada and was aired a day after the game.

Television was hard work for pioneers like Barnsley, who thrived on it. Most anyone who ever worked at the station acknowledged that because of network service shortcomings, staff members always became more creative and innovative in programming.

What Barnsley also brought to the team was a sense of community. For 27 years, he devoted his early Saturday evenings to hosting Kinsmen Kingo and that included nine years of service after he'd retired. He enjoyed the launching of the Kinsmen Telemiracle. Behind the scenes, he assisted many community organizations, Including 25 years of service to the Saskatoon Sexual Assault Centre.

The stories about Barnsley's gifts to the community, his helping hand to newcomers in the business and devotion to family are countless. He was always aware of the growing-up process within Saskatoon and he made the city a better place to live.

Happily in his later years, he still shared a strong friendship with his 1951 Bedford Road Collegiate graduating class. Through Barnsley's connections and goodwill, three of them, Stan Thomas, Larry Langley and Gerry Moir launched TV careers at CFQC.

On a personal note, I worked at CFQC in both radio and television for four and a half years, 1960 through 1964, and although my main work was in sports and news, it was always comforting to have a presence of someone like Barnsley in the building. Over the years, we stayed connected, often as a visitor to Grey Cup parties or the Bedford Road reunions, always events which were filled with good storytelling.

## ATTACHMENT 5 Original Submission - Reconciliation Park Renaming



Central Urban Métis Federation Inc. 315 Ave. M South Saskatoon, SK S7M 2K5

MAR 2 1 2017

March 20, 2017

His Worship Mayor Charlie Clark Office of the Mayor 222 Third Avenue North City of Saskatoon S7K 0J5

Please accept this letter as a formal request to change the name of Victoria Park to Reconciliation Park.

The change would;

- 1. Initiate ongoing city wide conversation about reconciliation, fostering awareness and education and the bridging of communities.
- 2. Honor survivors and their families

If it is not possible to change the name of the entire park, could a portion of the park be changed to Reconciliation Park?

In Unity,

Shirley Isbister President CUMFI

CC Gilles Dorval Director of Aboriginal Relations City of Saskatoon



### **ATTACHMENT 6**

1

## **Original Submission - Truth and Reconciliation Commission Bridge Renaming**

- nai 2

# the **PROCESS**

### **General Name Request** Suggestion Submit Application Form to Planning and Development Branch to request that a name be added to the Names Master List.

Screening Naming Advisory Committee reviews naming request in accordance with Council guidelines.

Recommendations Naming Advisory Committee recommends to City Council the support or non-support for adding the name to the Names Master List.

Approval City Council approves or rejects adding names to the Names Master List.

Requests Requests to assign a name from the Names Master List are made to Planning and Development Branch by Development, Land Branch, or other Civic Departments.

### Sejection

Requests to assign a name from the Names Master List are forwarded to the Mayor's Office who selects a name from the Names Master List.

principles applicant and affected others that a has been selected for use.

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sary Contractor of Nam Council the support or non-supp request.

Approval City Council approves or rejects n

Notification The Mayor notifies applicant and City Council's decision.

### **Re-Naming Request**

Consult Consult The applicant is required to consu-affected by the proposed re-nami the Planning and Development Bi the consultation requirements.

Suggestion Submit Application Form to Plann Development Branch to re-name i municipally-owned property. Inclu comments from affected property Comments

Planning and Development Branc affected civic departments, comm property owners, etc. to gather co estimate costs.

Screening Naming Advisory Committee revi request in accordance with Course Recommendations

Naming Advisory Committee reco City Council the support or non-s re-naming request.

### Approval City Council approves or rejects re Votification

The Mayor notifies applicant and Dy Council's decision.

<b>Dependence of the name of the name of the state of application forms for all new names submissions and requests for renaming nequest.   <b>Annum:</b> <u>Puth Elliott</u> <b>Address:</b> <u>All Quill Crescent</u> <b>Address:</b> <u>All Qui</u></b>		CANADARA AND AND AND AND AND AND AND AND AND AN
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222-3rd Avenue North Sastatoon, SK S7K 015	flected others of	Saskatoon, SK
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Ruth Elliott 318 Quill Crescent Saskatoon, SK. S7K 4V4 April 12, 2017

Dear Sir or Madame,

I am writing to request that the City of Saskatoon consider renaming the Traffic Bridge, the Truth and Reconciliation Bridge (TRC Bridge).

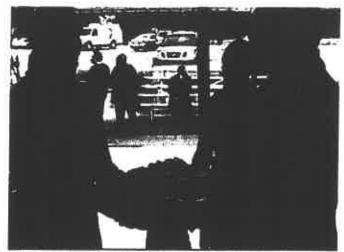
I am a Teacher-Librarian in the Saskatoon Public School Division. Since January, I've been working with Mrs. Maria Jones and her grade 7 students at Lawson Heights School. We learned about Residential Schools and their impact upon First Nations and Metis families. As a group, we wanted to implement a recommendation from the Truth and Reconciliation Commission's Final Report. One of the recommendations is that cities in Canada erect statues to remember Residential Schools. I believe that building a bridge named the TRC Bridge is even better than a statue. Our Director of Education, Mr. Barry MacDougall, suggested this idea to me.

As I did some research in early Saskatchewan and Saskatoon history (in order to make a presentation to the students), I realized that there is geographical and historical significance in the physical site of the current Traffic Bridge. In this letter, I propose to present some First Nations' historical perspective, some Dakota history (Whitecap Reserve), some early history of Saskatoon, and concepts on the importance of the first Traffic Bridge.

First Nations people lived in and around the Saskatoon area 6000 years ago. In 1977, Charles Gowen, was operating his grader at the Saskatoon landfill. After he had scraped down a metre, he noticed that the soil looked different. The city called in Ernie Walker (a University graduate student at the time) who set up a dig. He discovered a small camp site with remnants of bone and stone tools, rocks cracked by fire and bison bones. Carbon dating revealed that this camp existed 6000 years ago. The truth is that we (I'm speaking of myself as a white person whose ancestors came from Europe) are newcomers to this land. Canada is far more than 150 years old. First Nations people lived and thrived here on the Plains. They practiced "nose to tail" cuisine years before it became popular. They always ate and "shopped" locally as they gathered and used whatever they could find. Cree people from the Fort Carleton area stopped at the present site of the Traffic Bridge to cut willow branches to make arrows before they went out hunting buffalo. Unfortunately their main source of food, the buffalo, began to disappear because of drought, overhunting by Europeans and settlers moving in. First Nations people signed treaties in good faith while we took their land and their livelihood. Saskatoon sits on Treaty Six land.

Another group of First Nations people who live in the Saskatoon area are the Dakota people who live on the Whitecap Reserve. Dakota people valued the creation and maintenance of alliances. These alliances encouraged trade and collaboration. The Dakota were primarily American Indians although they did roam across the plains up into Canada following the buffalo over many centuries of time. In 1812, when the British and Americans were at war, the Dakota joined the British side of the battle. After the war, the Dakota people were given British flags and King George III War of 1812 Indian Peace Medals. They were told that if they ever needed to seek refuge in Canada, they would be welcomed. In the 1860's, the Dakota people did move to Canada. At first, when they wished to sign

treaty, they were rebuffed. However, when they brought out the flags and medals, and asked for some land so they could farm, the British remembered their promises.



(The Whitecap Dakota First Nation's War of 1812 Monument "Spirit of Alliance" was unveiled in 2014 at Saskatoon River Landing.)

There are three Dakota reserves in Saskatchewan. Chief Whitecap was given land near Beaver Creek. The reserve was called Moose Woods Reserve (later changed to Whitecap Reserve). Each family was given 80 acres of land (In Treaty 6, each family received 640 acres of land.) Chief Whitecap settled there around 1879. He continued the Dakota way of creating and maintaining alliances. They had connections with the Metis at Round Prairie and at Batoche. I'll mention their connection with Saskatoon next. However, continuing on with Whitecap history--although they had an elementary school on the reserve, many children were sent away to Residential Schools in Regina, Duck Lake, Prince Albert, and Brandon, Manitoba. They experienced the abuses and loss of culture, language, and identity just as other First Nations' people did because of Residential Schools.

Now we come to the early history of settlement in Saskatoon. After a Temperance Colony Society was formed in Toronto in 1881, the colony was given a land grant on either side of the South Saskatchewan River. The land stretched from White Cap Reserve in the south to Clark's Crossing in the north. In 1882, John Lake came to survey the land and decide where to establish a town. He consulted with Chief Whitecap. The Chief suggested the site of the present Traffic Bridge because it was in the middle of the land allotment and had low banks on either side of the river. This historic



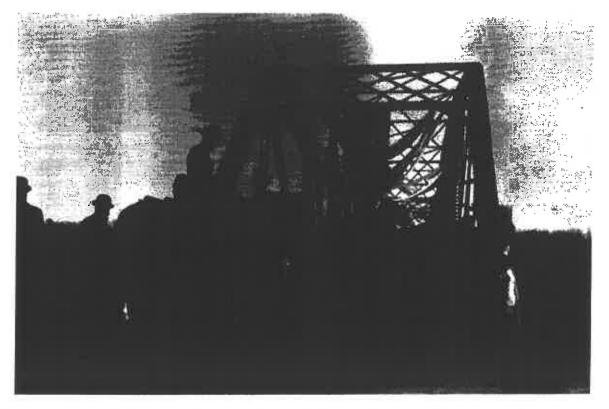
event is commemorated by a statue of the two founding fathers at the bottom of the Traffic Bridge.

In 1883, the first settlers came to Saskatoon. A ferry operated in the months when the river was open. Service was erratic (since the ferry operator held other jobs to make ends meet). While people waited for the ferry, they socialized. In fact, the first wedding held in Saskatoon involved a bride and groom who first met while waiting for the ferry. The ferry operated near the site of the present Traffic Bridge.

Cooperation and commerce continued between Whitecap Reserve and the new community of Saskatoon. The Dakota brought in hay for the livery stables and provided horses. In 1885, during the Riel Resistance at Batoche, Chief Whitecap and some others from Whitecap were planned to travel through Saskatoon on the Batoche Trail to Batoche. Some Saskatoon residents went out to talk with them and ask them to go around Saskatoon and leave the settlers in peace. Chief Whitecap was willing to do this. Later on Chief Whitecap was charged with being involved in the Riel Resistance. Saskatoon citizens spoke up on his behalf and he was acquitted and freed.

In 1890, the railway came to Saskatoon. The first railway bridge crossed the river where the Sid Buckwold Bridge is located now. The railway company decided to erect a water tower on the west side of the river. Up until that point, the town had been built in the Nutana area. Once the water tower was built, a train station was situated on the west side. Hotels, stores and warehouses were built. Children who lived on the west side had a difficult time getting to school on the Nutana side. They had to walk across the train bridge, take the ferry, or walk across the ice in the winter time. Both the west side and east side communities were called Saskatoon which confused the mail service. The west side claimed the name of Saskatoon while the east side made up the name Nutana (there was some bitterness about this). A third community of Riversdale was established on the other side of the railway tracks. People who lived there wanted to avoid paying many taxes and had narrow streets and smaller lots for their houses. (In Saskatoon today, there is still an east west divide which began between 1890 and 1907.)

After Saskatchewan became a province in 1905, cities could apply for money for infrastructure. The three communities of Saskatoon, Nutana, and Riversdale decided to join together to make the city of Saskatoon. Nutana was only willing to do this if a traffic bridge was put up to join both sides of the river. When the first Traffic Bridge was opened, it brought three communities together. It was a joyous occasion when people and vehicles could use the bridge. School children sang a song at the official ceremony on October 10, 1907.



This is the history of this geographical location in Saskatoon. Because of the community and connections that have been established at this location, I respectfully request that this bridge be renamed the Truth and Reconciliation (TRC) Bridge.

The grade 7 class and their teacher, Maria Jones, have written about Residential Schools in their letters. Therefore I will not mention them except to say that I have a personal connection with the evil done by these schools. My sister was married to a Dene man who attended Residential Schools. He is an alcoholic who cannot get past the pain of that experience. Two years ago, he showed me a photo of his grade two class at Residential School. He told me that everyone in the photo is either an alcoholic or is dead now. I want the Truth to be told and for Reconciliation to take place.

Yours truly, Ruth Elliott

Ruth Elliott Teacher-Librarian Lawson Heights and Sutherland School

### **Residential Schools**

Residential schools were a terrible thing that unfortunately happened. We learn about this every year in school, so it never happens again. This happened because people thought they weren't civilized and had a different way of life that they were wrong. The way they thought they could fix it was to steal First Nations kids or take them from their homes. They were forced to go to a school that would cut off their hair, abused them (sexually, mentally, physically, and did not feed them enough), they would work long hours, couldn't speak their Native tongue, had to believe in god, died from diseases and malnourishment.

When the First Nations signed the treaty they were promised an education. They never thought their children were going to be taken away and they wouldn't see them for months or in some cases years. Everything they promised either didn't happen or wasn't what they thought. As a result, the many survivors of the residential schools started abusing drugs and alcohol to take away the pain of what the residential schools did to them.

When they were done in the residential school or were old enough to not have to go back, they didn't fit back into their communities because they normally don't remember their Native tongue and forget their traditional ways. Learning this all back takes time and sometimes they can't because their parents may not know English to communicate with them, or their parents also went to residential schools and it is too painful to speak English again.

At my school we are very multi-cultural, We have people from all over the world and that speak different languages and different cultures. We can never forget that this happened. We need to know that being the way you are is ok and I am trying to help bye learning about this and respecting that we are no more or no less than anyone else.

By: Rhyanna Corrigan

Grade 7, Lawson Heights School

430 Redberry Road

Rhyana Courigon

Ben Krysnk Lausan Heights 430 Redberry Rd Saskatoon SK. SJK 5H6

Dear Sir/Madame

Toam here to inform you that we would like to rename the Traffic Bridge the TRC Bridge (Truth and Reconciliation). I believe renaming this bridge will help right Canady wrongs when you drive over that bridge you will think adout the harrible theatment of the Aboviginal people during our historywrongs and help fix them.

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The location of the bridge is very inputer, It connected two different towns to be one. Cheif Whitecop and John Lake met here on the benk to choose a location for the City Ne know as Sastainan. The old bridge is in a location where First Nations people uses to Stop and make alrows. The location makes it Bo very fitting name.

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Rylan Renner Grade 7 student Lawson Heights School 430 Redberry Road Saskatoon, Sk 57K 5H6 (306)683-7340 Monday, April. 3 2017

Dear

I am writing to you to ask if you would name the new traffic bridge, The TRC Bridge (Truth and Reconciliation). Because in our class we have tearned about truth and Reconciliation, and First Nations people, and there culture.

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The reason that we want to name the traffic Bridge, the TRC Bridge is because, in the East part of the city lots of Dakota first Nations people lived, there and it would be nice for them to be part of the maming of the new and improved traffic bridge to be named the the TRC Bridge. Please consider our request and think about this option and honour the first Nations people and also right the wrongs that were done so long ago.

Sincerely Rylom Remoner

Trista Capec Brode 7student Lawson Heinght school 480 Realbing Rd. SK S7K5H6 04/03/17

Dear Sir/Madame, Zarote this letter to you because I want you to help us rename The Trasfic Bridge, the TRG Bridge. The TRC Bridge means the Truth and Resonal liation Bridge, Were trying help First Nations of saskateon heal, from all the things we did to them in the past.

Inour Grede 7 class, we learned about the First Nations People that lined before the Europeans came to Ganeda and Changed all of it we learned that the First Nations treaties with the Europeans, only to know laten that they were tricked. They made their kids go to "schools" whick eventually turned to Residential Schools. The kids were stripped of their culture, language, and most importantly family.

So, I think naming the Traffic Bridge the TRC Bridge will means alot to the First Mations who went to Residential schools. We know this may not make up for all the things we did in The past, but a small change like this might

poct for the tuto have a e. Cas Request eren orefer Gonsia in right the curong. Sincerely, Trista Capec T. CAT

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I think naming the Bridge, IRC Bridge is the least we can do to say sorry to the First Nations people for what we've done in the past. I think doing this will make the First Nations people feel appreciated. Please consider this request and hear our opinion Sincerely, Miĥaela IPI.

Tulsi Gupta Grade 7 430 Redberry Road Saskatoon, SK S7K5H6

April 3, 2017

To Whom It Mary Goncern.

I am writing this letter to inform you that our class would like the bridge to be renamed the Truth and Reconciliation Bridge, or the TRC for short. I believe that this name will help heal some of the wounds that the Residential School System bestowed upon the Aboriginal Reople.

Bridge's are an important symbol of connectivity. They bring together two sides of the city that would otherwise be seperated. The name TRC would hopefully remind us that even though there are differences between the Aboriginals Europeans, we can still sign and Europeans, we can still sign and

Remaining the Traffic Bridge would bring us a step closer to righting the wrongs that were committed against the First Nations people. When people would drive over the bridge, they would remember what had happened to the Aboriginals and hopefully be a little more empathetic and understanding towards them. Also, this would be a chance for people to learn about Canoda's History? Marryd would wonder why the bridge is named TRC and be more inclined to do some research on it. Please consider this humble request and make the right decision.

Sincerely, Tulsi Gupta Julsi Supta

Het Parel Cirade 7 Student Lowson Heights School 430 Red berry Ro. Saskatoon, SK 37K 5HG (306) 653-7340

Dear Sis/Madamy

I am writting to rename the Traffic Bridge the TRC (Truth and Reconciliation) Bridge. If we rename the bridge we might heat some of First Nation people's felling that were hurt by US. Also the bridge brings the city Eogether.

Over the year at school we learned a lot about first Nations people. We learned traditional ways to dress, make tood, hunt and the tools they used. we also learned about their culture and Religion. The main thing we learned was about Residential schools. This was something that tried to take their fradibiand quay.

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It will be an honour to rename the Traffic Bridridge the TRC Bridge. The cool thing is that if you take first two and last letter of the Traffic and it gives you TRC.

Sincerely, Heb Patel

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Ethan Jay Grade 7 Student Lawson Heights School Suckatoon, SK STK 5H6 (306) 683-7340 Tuesday April 4 2017 Dear Siror Madam,

I im bringing up something, very inportant. The thing is we need to rehome the new trafic bridge. I think we could mone it the TRC also know as Truth and Accorciliction bridge because Indigenous people, helped as in choosing a place to build Saskatoon. The people were vital to our survivel. So I think we should nome a bridge dedicated to Indigenous people.

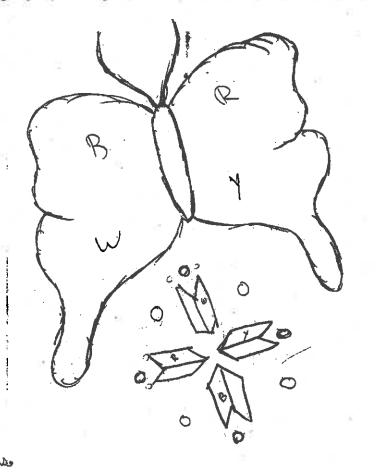
The reason I think we need to name it TR(, is because the Indigenous people played a big roll in sandtoon's history. An example is that Chief Whitecape suggested the city's location to John Lake. Another example is that Indigenous people have been on this land for over 6000 years.

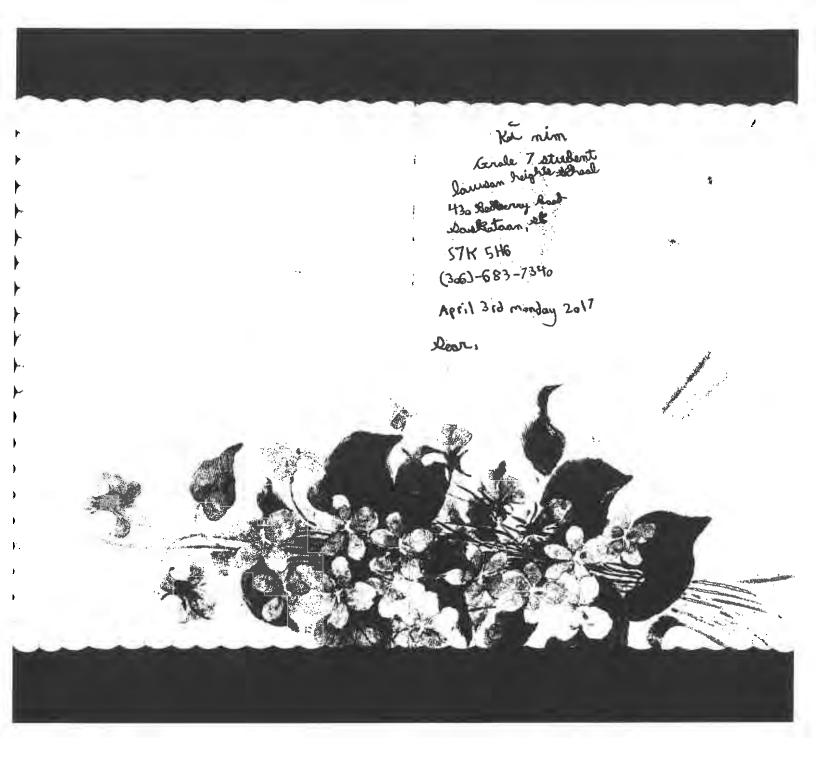
If you could conceter this idea, I think the Indigenous, people would be very happy. Thank for reading !

Sincerely, Ethan

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I want to rename the trattic Bridge The Truth and recordination. The trathic sidge should be collect the so we can loom from our trom this parente the children and how the Andrew and the town prime the start the Andrew at the start and the start the Andrew at the start and the start the Andrew at the start and the start the and the start and the start and the start aller at the niner wind the residented actually who the rin wind the residented on you contributed Stap That so we should name the tradeic Bridge because you can't shall the past. Dre post where the trateic pringe to, that is when the 10re port un are the Envir when the base the base tractice surface the Envir the walk the base the starting frequently internation when the surface when the Envir base to the tractice build the the base the tractice base to the base the build the tractice the tractice base to the base the base the base 50 when the sure and people. Traticic ca trateis already hosence J£ ne some the to be the them the streen as the second and the second to be the second as J S





Jersey Dosterlaken grade 7 student Lawson Heights School 430 redberry road Saskatoon, SK 57K 546

Monday April, 3rd

Dear Sir/Modame,

Our class is writing to you to rename the traffic bridge, the TRC bridge (Truth and Reconciliation), Our Class learned that the traffic bridge was the bridge that brought the two sides of Sockation together,

Our Class thinks it's a good idea to name it the TRC bridge because of what happened to the First Nations 150 years ago and when they were sent to residential schools and for all the things that happened to make them lose their culture and home land.

Our class also think it's a great idea to name the bridge the TRC bridge is because we are righting Canada's wrong doings by naming the first car bridge after the first nations people

Sincerely,

Jersey Obsterlaken

Frederic Li Grade 7 Student Lawson Helights School (130 Realberry Rol. Soskotoon Sk. S7K 5H6 (306) 633-1340

Tues, April 4, 2017

Dear Sir/Madam,

I am writing to requict that the council reaname the new Trafic Brige the Truth and Reconcillation Brige (TRC Brige). The reason for this is because reasontly, at school our class has been learning about First Nation's, treaties, and residential school. I think TRC is a good Neme bleause right beside the brige is a statue of John Lake and Chief Whitecap. The First Nations played a big role in Saskatoon's location. If it veren't for First Nation's we might not be where we are right now. I hope you will give my letter a consideration. It will be a great way to remind us of how the First Nations have helped us,

Sincerely.

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Ashton Grade 7 Student Lawson Heights School 430 Redberry Road Saskatoon, SK S7K 5H6 (306) 683-7340 Monday, April 4 2017

Dear Siror madame,

the traffic bridge has been around a long time. Its about time we change it. We should call it T.R.C. bridge (truth and reconcilation bridge) in honour of the Indigenous people. The reason we should do this is that they helped us long ago. They all fought in the war, Chief White cap helped john lake decide where to build Saskatoon. we should name the bridge as a thank you.

Sincerely, Ashton Wyatt Hunt Grade 7 Student Lawson Heights School 430 Redberry Road Saskatoon, SK 57K 5H6 (306)-683-7340

Tuesday, April 4 2017

Dear Sir or Madam,

I'm writing this letter to rename the Traffic Bridge to the TRC Bridge (truth and reconcilliation). As a class we have been learning about Residential Schools and righting Canada's wrongs. If you don't have anyone else wanting the Traffic Bridge renamed I don't see why you shouldn't name it the TRC Bridge.

In our class we did an inquiry project and talked about how we can right our wrongs, and truth and reconcilliation plays a big role. Renaming the bridge is a step in the right direction. Before the bridge was there, the city and land were divided but the Traffic Bridge connected this city. The bridge connecting the sides represent us connecting back with the First Nations people.

Please Consider this option. It would be great. If you do go with this it's putting the city another step in the right direction. This is why you should be rename it to the TRC Bridge.

sincerely, Wyatt

Rhyanna Corrigan .

Grade 7 Student Lawson Heights School 430 Redberry Road Saskatoon, SK S7K 5H6 306)683-7340 April, 4, 2017

Dear Sir/Madam,

The Traffic bridge connected one side of the niver to the other, I think we should name the Traffic bridge the truth and neconciliation bridge because we need to honour the First Nations recric that were here before us and se never inter what happend. Forgive but never forget

I am not Metis on Pirst Nations myself but I can speak up on the ones who sont that what the government dictures culture and beliefs. I am only one person but joined together we can make a orregetice.

Naming this bridge TRC will mean so much because this is one step in the night demection. I am going to help by learning about this and telling and teaching others

To judge someone on their skin colour or what they believe in is rong. If we were all the same it, would be boring. Being different is so cool because we can teach chiefs different ways of seeing things. That's why I think we should name it TRC. I hope you will take these letters into consideration Sincerely, your thely Rhyanna

Phyoma coungar

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Alexia, Grade 7 student Lawson Heights school 430 Redberry Rol Soskaloon SK 57K 5H6 (306)683-7340

# Dear Sir or Madam,

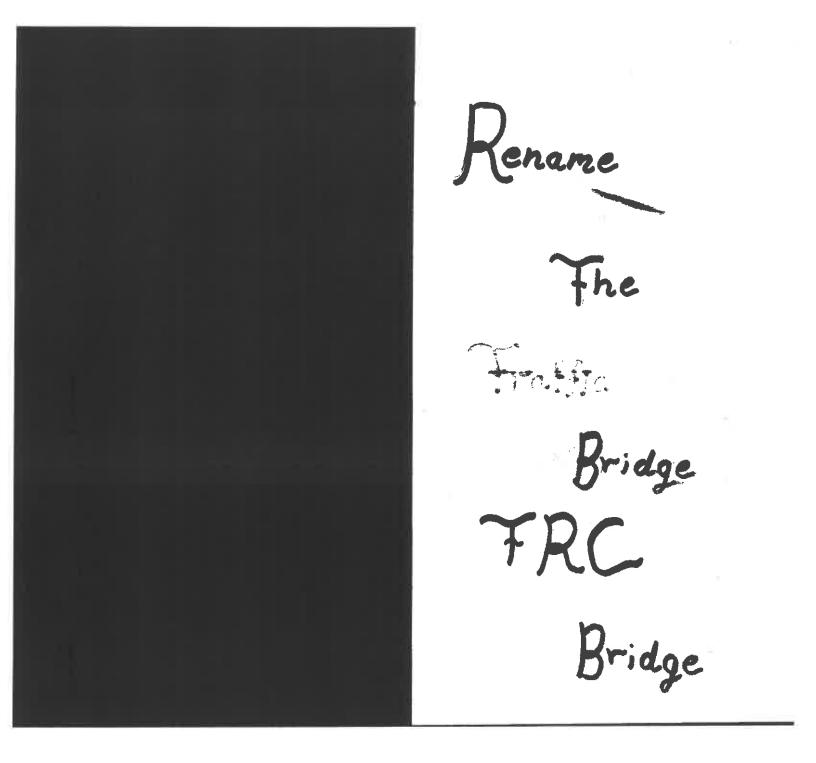
In Saskatoons past, there were two sides, and the river was seperating the lands. Children and Adults would have to take the ferry across theriver, even in the east side was there first, and wanted to nametheir the west side was built and they stole the name. So it was hard to get across the river in the winter, the two sides decided to build a brigde.

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To honour our past, we would like to rename the new traffic brigde the TRC brigde (Truth and Reconciliation) It would mean alot to Saskatoon's community, especially to the aboriginal people. They played a keyrotein the history of Saskatoon, and it would be amazing for this to happen. Please take this idea into consideration.

Sincerely, Alexia, Grade 7 student

Habala



Kesha Sisodiya Grade 7 otudent Lawson Heights School 430 Redberry Road Saskatoon, SK S7K 5H6 04/04/2017

Dear Sir/Madam,

Kenaming the Fraffic Brige means alot to me but from my point of veiw it deserves to be named the TRC CTruth and Reconciliation Bridge). The Dakota people use to cross over the bridge to go to the west side. That was where the ferry was and it helped them with their doily lives and so did the river.

The TRC Bridge is going to be a good name because it will not only honor the first Nations it will also help recover from the past. But you still can't undo the past and all the hornible things we've done. I believe it's a huge step in bringing peace with the F.N groups. Wer have done way more than the sixties scoop and Residential school.

Please consider our request in linghting the wrong, don't just think we are a bunch of kids doing an assignment. It's a chance to bring peace and connect with the first Nations. Please think about this option. With the Sincerley, Yesha Geeper Berg Grade 7 student Lawson Heights school 430 Redberry road Sashatoon Sh <u>A7h 5h6</u> [306] 683 7340 Dear Sir/Madam

# Why we should call the new bridge the truth and reconciliation bridge.

The reason why we should call it the truth reconciliation bridge is because First Nations culture is important to Ganada. We really need to have a name that would be nice to everyone in Ganada. We learned a lot about it in school and if we get a name like that for the bridge it would be awesome. I think that a lot of First Nations people would be happy if we named it the truth and reconciliation bridge. Although some people might protest it we would want that name. It would be awesome to name it the truth and reconciliation bridge. It would bring a lot of smiles to First Nations. You should put a statue of a residential school in front of the bridge. We also learned that Ganada used to be not very nice to other countries. So please allow Sashatoon to have a nice/ new bridge to have to remember the past.

sincerely COOPER DEFY

Starla Krawczyk Grade 7 student Lawson Heights School 430 Redberry Koad Soskatoon, 3K 57K 5H6 (306)-683-7340

Dear Sir/Modam,

I'm writting to get the traffic Bridge to be renamed the truth and reconciliation Bridge or TRC Bridge for short.

I am a Metis person. Metis people were also affected by residential school. In residential school they lost their traditions, culture and language. Fortunately my Kokum did not lose her language and she was able to teach my mom and myself cree.

The traffic Bridge made Saskatoon happen because the two sides of the river both wanted their name of the towns to be Saskatoon. One of the sides had to change their name so the east side changed their name to Nutana. When they build the traffic bridge they both agreed to make a city. This brought the city together, Naming the bridge TRC will hopefully bring FN and others together too.

Sincerly,

Starla Krawczyk



Alex g. kumka Grade 7 student Lawson heights elementary school 430 red berry road Saskatoon sk S7k 5h6 [306]-683-7340

Dear sir/madam

I would like to ask you to name the traffic bridge the trc [truth and reconciliation] bridge. because we made a treaty and said the fn [first nations] kids would get a good education but they got residential schools instead.so now we need to stand for the truth.

Another reason to call it the trc bridge is. Saskatoon was once split into two with only a rail road track to connect them. Then they came together in reconciliation.

The last reason we should call it trc bridge. Is we have to show future generations not too do residential schools again. That's why you should call the traffic bridge trc bridge

**Sincerely Alex** 

67

Maria Jones Grade 7 Teacher Lawson Heights School 430 Redberry Road Saskatoon, SK S7K 5H6

Dear Sir or Madam,

I have been an elementary school teacher for the past 20 years. I believe that a quality education is not only the right of every child but the foundation for a happy life. This year I have had the opportunity to delve deeper into defining "quality education". My students and I have been studying Indian Residential Schools. While this program did provide a building and teachers, this system failed in educating the whole child. There was little attention paid to the physical, mental, spiritual and emotional wellbeing of these children. In fact, one could argue that the educators job was to "kill the Indian but keep the child".

I have presented the facts of Indian Residential Schools to my students. We have called this learning the TRUTH. My students now understand the deep impact that the isolation and assimilation of First Nation's children had on their families. They know that many systemic problems originated during this time. They now have the knowledge necessary to speak up for those whose lives were adversely affected through Indian Residential Schools.

The next step is RECONCILIATION. My students and I feel that making others aware of the Indian Residential Schools Settlement Agreement will lead to repairing these broken relationships. As part of our learning, we have studied the Truth and Reconciliation Commission (TRC) document. We feel that having a public space named after the TRC will be integral in continuing the discussion of Indian Residential Schools.

This is why our class is asking that you consider naming the Traffic Bridge the TRC (Truth and Reconciliation) Bridge. As we are building the new bridge, we can continue to build and strengthen relationships between survivors, families and communities.

Thank you for considering our request.

Maria Jones pur for

Arthur white: Grade 7 student: Lawson heights school: 430 red berry road: Saskatoon SK S7K 5H6 306-683-7340

Dear sir/madam,

I am a first nation student and my grandparents lived on a reserve. They were affected by residential school. When I was 6 I was taken away for my mom and dad because my dad was drinking.

My mom and dad are both first nations. Because I am living safe house, I have lost my language and culture. My brothers Austin and Anthony have also lost their language and culture I rarely see my parents. Well I blame residential schools for the damage to my family

It would mean a lot to me if the bridge was renamed the truth and reconciliation bridge.

This would recognize the truth of my family and what happen to us. I hope for peace and reconciliation.

Arthur White:

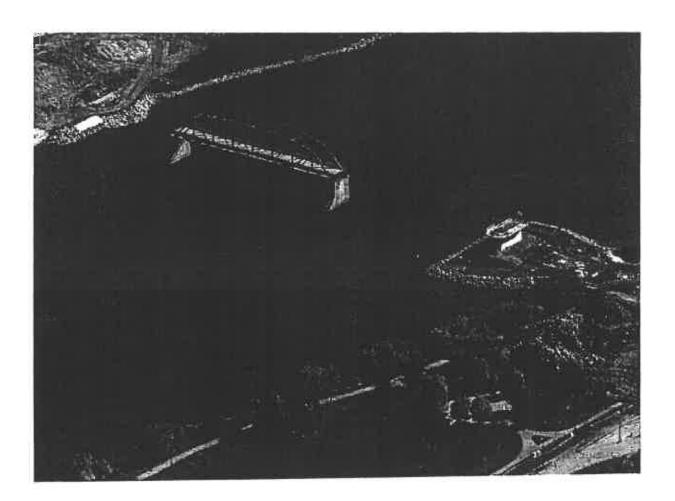
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Page 1 of 4



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# Viewpoint: Rename the Traffic Bridge as the Truth and Reconciliation Bridge

JULY 5, 2016 7:00 PM

http://thestarphoenix.com/storyline/viewpoint-rename-the-traffic-bridge-as-the-truth-and-r... 4/12/2017

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The following in the viewpoint of Leon Thompson, an intergenerational residential school survivor, president of the Aboriginal Law Students Association, and nehiyaw (Cree) law student at the University of Saskatchewan.

The Traffic Bridge has stood over the waters of the South Saskatchewan since 1907. Before it was torn down, it started on the west side of the riverbank at River Landing.

At the traffic circle there, a statue of Chief Whitecap and John Lake depicts them taking in the view of the South Saskatchewan River valley along the Meewasin. The bridge was connected on the other side of the river to a street named after the monarch under whose name Treaty 6 was signed.

Today, between these two major components that helped to shape Saskatoon's history a lone span of the bridge remains, coming from nowhere and going nowhere. Its rusted body is perched upon weathered supports that are beaten back by time. This, I think, represents the relationship that Canada, until recently, has had with its Indigenous peoples.

City Councillor Darren Hill has suggested that the new north commuter bridge be named the in honour of the Truth and Reconciliation Commission's Calls to Action and, in particular, No. 79 of the recommendations. He wants to name the bridge so that Saskatoon can, "Participate in a strategy to commemorate Aboriginal peoples' history and contributions to Canada." This is not an ill-advised idea; there is nothing but genuine interest in responding to the calls to action and I thank Hill for pushing this into the spotlight.

Truth and Reconciliation are worthy goals, but to reach reconciliation we first must have truth.

It is not simply the truth that our elders had to tell — of the stories of sadistic suffering. What holds us back are the uncomfortable truths that we need to acknowledge. These are truths such as the fact that we are on stolen land, with bargain made and received being vastly different. Truths such as our understanding that the criminal justice system disproportionately affects Indigenous peoples, where a change in policy that could keep

http://thestarphoenix.com/storyline/viewpoint-rename-the-traffic-bridge-as-the-truth-and-r... 4/12/2017

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young persons out of jail remains absent. Truths, like the fact that Indigenous people have been here the whole time.

When I am away from home and think of Saskatoon with only my memory to guide me, I see angular iron spans over slowly rippling waters. The former Traffic Bridge has become a de facto symbol of our home, so much so that we seek to replace it with a familiar look and a few modern additions.

The city has made a plan to make it work and our home will soon look more like I remember it, but renewed. That is why, rather than name the north commuter bridge, I would instead recommend renaming the replacement Traffic Bridge as the Truth and Reconciliation Bridge.

The bridge itself could be made into a teaching tool. It is ideally located, in that it will receive a fairly high pedestrian interaction from its placement at River Landing. Signs upon, under and around the bridge could discuss varying aspects of Indigenous history and contemporary issues.

Our histories are not simply replete with sorrow and despair; we are peoples with a rich and vibrant complexity of societies, culture and world view, of hunting, fishing and gathering practices, along with unique sports, ceremony and art. The knowledge exists. It resides with the traditional knowledge keepers who have earned the right to hold our history. It is accessible, if customary protocol is observed.

This does not require a grand redesign, merely signage. This could be the way that we go forward by acknowledging truth, in order to get to reconciliation.

The simple act of naming the bridge will not change hearts and educate minds. It will not heal the schisms we have in our respective communities. Naming something does not bring about reconciliation. What does is being exposed to the truth.

## Application for Funding Under the Heritage Conservation Program – Arrand Block (520 - 524 11th Street East)

#### Recommendation

That a report be forwarded to the Standing Policy Committee on Planning, Development and Community Services with a recommendation to City Council:

- 1. That funding be approved, to a maximum of \$9,953.34 (amortized over three years), through the Heritage Conservation Program for the repair and restoration of the columns at 520 to 524 11<sup>th</sup> Street East;
- 2. That the City Solicitor be requested to prepare the appropriate agreement and that His Worship the Mayor and the City Clerk be authorized to execute the agreement under the Corporate Seal; and
- 3. That the General Manager, Community Services Department, be authorized to remit payment of the grant following completion of the project.

#### **Topic and Purpose**

The purpose of the report is to request funding, under the Heritage Conservation Program, for the Arrand Block located at 520 to 524 11<sup>th</sup> Street East.

#### **Report Highlights**

- 1. The Arrand Block features a three-storey, classically-inspired brick apartment building, which was constructed in 1912 (see Attachment 1). The heritage value of the building resides primarily in its neoclassical architecture and its association with the Arrand family, who were prominent contractors and well-known concrete specialists in Saskatoon.
- 2. Funding is being requested for the repair and restoration of the balcony columns. The building qualifies for financial support under the Heritage Conservation Program.
- 3. This is the second application by the Arrand Block for incentives under the Heritage Conservation Program. The property owners for the Arrand Block previously received funding for the repair of a balcony in 2016.

#### **Strategic Goal**

Under the City of Saskatoon's (City) Strategic Goal of Sustainable Growth, this report supports the preservation of the character of heritage buildings and historical landmarks.

#### Background

The Heritage Conservation Program, under Civic Heritage Policy No. C10-020, provides funding for designated Municipal Heritage Properties for the conservation and rehabilitation of the character-defining elements of a heritage property. Financial incentives include a grant for 50% of the eligible costs of a project, to a maximum of \$150,000.

#### Report

#### Arrand Block

Built by the prominent James and Walter T. Arrand Contractors' Company during the city's 1910 to1912 building boom, the Arrand Block is unique in Saskatoon and its elegance reflects the fact that the builders intended to reside in the building themselves. The structure's neoclassical columns, which support ornate balconies, accentuate the unique design of the building.

As owners of one of Saskatoon's major construction companies, the Arrand cousins were contractors for several notable structures in the city, including the Broadway Bridge, the University of Saskatchewan's Memorial Gates, the Saskatoon School for the Deaf, and the former Capitol Theatre.

Retaining much of its original charm, the Arrand Block remains one of the few "boom time" apartment buildings from an era when many commercial and residential structures began to dominate Saskatoon's major streetscapes. The Arrand Block was designated as a Municipal Heritage Property in 1989.

#### Column Repair and Restoration

The property owners of the Arrand Block plan to undertake work to repair and restore the six large concrete columns on the building's façade. Many of the columns are experiencing chipping and cracking of both the paint and concrete (see Attachment 2). The proposed work includes:

- a) paint removal;
- b) concrete repair;
- c) fiber mesh reinforcement; and
- d) application of an acrylic primer and finish coat.

The Heritage Conservation Program provides funding for up to 50% of costs related to conservation of the heritage elements of the property. For this project, the owner qualifies for a maximum of \$9,953.34 in the form of a grant amortized over a three-year period (see Attachment 3).

#### **Funding History**

This is the second application by the Arrand Block for incentives under the Heritage Conservation Program since its designation in 1989. In 2016, the property owners received \$4,200 for the maintenance on the building's second floor west side balcony.

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

City Council could choose to deny the funding request; although, the project qualifies for funding under the Heritage Conservation Program.

#### Public and/or Stakeholder Involvement

Public and/or stakeholder consultation is not required.

#### **Policy Implications**

The project complies with Civic Heritage Policy No. C10-020.

#### **Financial Implications**

The total estimated cost of this project is \$19,906.68, and under Civic Heritage Policy No. C10-020, the project would qualify for 50% of the eligible costs. If the application is approved, the amount of this grant will be amortized over three years (\$3,317.78 annually) and will commence following completion.

The balance of the Heritage Reserve is \$132,355.14; \$29,368.24 of which is available for financial incentives under the Heritage Conservation Program. The grant will be funded through the Heritage Reserve and will not impact the funding of new and existing projects.

#### **Other Considerations/Implications**

There are no environmental, privacy, or CPTED implications or considerations; a communication plan is not required at this time.

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

Once it is determined that the project is complete, the Administration will process the grant payment.

#### **Public Notice**

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

#### Attachments

- 1. Photograph of Subject Property
- 2. Column Photographs
- 3. Arrand Block Cost Estimates

#### **Report Approval**

Written by: Catherine Kambeitz, Heritage and Design Coordinator, Planning and DevelopmentReviewed by: Lesley Anderson, Director of Planning and DevelopmentApproved by: Randy Grauer, General Manager, Community Services Department

S/Reports/2017/PD/MHAC – Application for Funding Under the Heritage Conservation Program – Arrand Block (520 to 524 11<sup>th</sup> Street East/Ic

## Photograph of Subject Property



Arrand Block (2015)

Source: City of Saskatoon

## ATTACHMENT 2<sub>P</sub>





## Arrand Block - Cost Estimates

ltem	Description of Work	Estimate
Columns	<ul> <li>Polymer base coat and acrylic finish over concrete base</li> </ul>	\$11,340.00
Trim	<ul> <li>Column crown trim top and bottom (polymer base coat plus acrylic finish)</li> </ul>	\$ 1,840.00
Base Plate	<ul> <li>Column base plate (polymer base coat plus acrylic finish)</li> </ul>	\$ 210.00
Fascia	<ul> <li>Deck fascia (polymer base coat plus acrylic finish)</li> </ul>	\$ 3,228.75
Ceiling	<ul> <li>Deck Ceiling (polymer base coat plus acrylic finish)</li> </ul>	\$ 2,340.00

Subtotal:	\$18,958.75
Taxes (5%):	\$ 947.93
Total Eligible Project Cost:	<u>\$19,906.68</u>
50% of Costs (City Contribution):	\$ 9,953.34
3 Years (Amortization):	\$ 3,317.78

## Application for Funding Under the Heritage Conservation Program – Tupper House (518 11th Street East)

#### Recommendation

That this report be forwarded to the Standing Policy Committee on Planning, Development and Community Services with a recommendation to City Council:

- That funding be approved, to a maximum of \$10,000 (amortized over three years), through the Heritage Conservation Program for the structural work at 518 11<sup>th</sup> Street East;
- 2. That the City Solicitor be requested to prepare the appropriate agreement, and that His Worship the Mayor and the City Clerk be authorized to execute the agreement under the Corporate Seal; and
- 3. That the General Manager, Community Services Department, be requested to remit payment of the grant following completion of the project.

#### **Topic and Purpose**

The purpose of the report is to request funding, under the Heritage Conservation Program, for restoration work to be performed at the Tupper House located at 518 11<sup>th</sup> Street East.

#### **Report Highlights**

- 1. The Tupper House is a Municipal Heritage Property in the neighbourhood of Nutana (see Attachment 1). This heritage home is valued for its eclectic, late Victorian architecture, with Queen Anne influences, and its association with, and contribution to, one of Nutana's historic streetscapes.
- 2. Funding is being requested for work to restore the structural integrity of the home's basement. The building qualifies for financial support under the Heritage Conservation Program.
- 3. This is the first application by the property owners of the Tupper House for incentives under the Heritage Conservation Program.

#### **Strategic Goal**

Under the City of Saskatoon's (City) Strategic Goal of Sustainable Growth, this report supports the preservation of the character of heritage buildings and historical landmarks.

#### Background

The Heritage Conservation Program, under Civic Heritage Policy No. C10-020, provides funding for designated Municipal Heritage Properties for the conservation and rehabilitation of the character-defining elements of a heritage property. Financial incentives include a grant for 50% of the eligible costs of a project, to a maximum of \$150,000. Properties also qualify for a refund of 50% of any building permit and development permit fees.

## Application for Funding Under the Heritage Conservation Program – Tupper House (518 11th Street East)

#### Report

#### <u>Tupper House</u>

Built in 1909, the Tupper House is a modest one-and-three-quarter-storey dwelling that exhibits eclectic, late Victorian styling, with Queen Anne influences. The character-defining elements of the Tupper House include its hipped roof with gabled dormers, bay front wall with a leaded stained glass window, and front door ornamentation with its Victorian "twist" doorbell. The Tupper House was designated as a Municipal Heritage Property in 2016.

#### Structural Work

The property owners of the Tupper House plan to undertake work to restore the structural integrity of the home's basement (see Attachment 2). Reinforcement work includes:

- 1) building a structural wall;
- 2) sealing foundation cracks; and
- 3) installing a sump pump.

The work being proposed will improve upon previous work that was completed in 2016 (prior to the home's heritage designation), which involved the installation of beams to add vertical support to the west and south walls.

The Heritage Conservation Program provides funding for up to 50% of costs related to restoration of the heritage elements of the property. Work necessary to restore structural integrity is also considered eligible. For this project, the owner qualifies for a maximum of \$10,000 (including a permit fee rebate) in the form of a grant amortized over a three-year period (see Attachment 3).

#### **Funding History**

This is the first application by the property owners of the Tupper House for incentives under the Heritage Conservation Program since its designation in 2016.

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

This project qualifies for funding under the Heritage Conservation Program. The option exists for City Council to deny the funding request. In this case, further direction would be required.

#### Public and/or Stakeholder Involvement

Public and/or stakeholder consultations are not required.

#### **Policy Implications**

The project complies with Civic Heritage Policy No. C10-020.

#### **Financial Implications**

The total estimated cost of this project is \$20,000. Under Civic Heritage Policy No. C10-020, this project would qualify for 50% of the eligible costs. Upon approval of the application, the amount of this grant will be amortized over three years (\$3,333.33 annually) and will commence following completion of the project.

The balance of the Heritage Reserve is \$132,355.14, of which \$29,368.24 is available for financial incentives under the Heritage Conservation Program. The grant will be funded through the Heritage Reserve and will not impact the funding of new and existing projects.

#### **Other Considerations/Implications**

There are no environmental, privacy, or CPTED implications or considerations; a communication plan is not required at this time.

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

Upon determination of project completion, the Administration will process the grant payment.

#### **Public Notice**

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

#### Attachments

- 1. Photographs of Subject Property
- 2. Damaged Foundation Photographs (Excerpt of Engineer's Report)
- 3. Tupper House Cost Estimates

#### **Report Approval**

Written by: Catherine Kambeitz, Heritage and Design Coordinator, Planning and DevelopmentReviewed by: Lesley Anderson, Director of Planning and DevelopmentApproved by: Randy Grauer, General Manager, Community Services Department

S/Reports/2017/PD/MHAC – Application for Funding Under the Heritage Conservation Program – Tupper House (518 11th Street East)/ks



## Photographs of Subject Property

Tupper House (2016)

Source: Property Owner



Tupper House with Arrand Block (1920s)

Source: LH-3908

#### Damaged Foundation Photographs (Excerpt of Engineer's Report)

Heritage Conservation Program - 518 11th St. E. - Work to Restore Structural Integrity

As detailed on the attached engineer's report, the work to be undertaken is required to repair the basement "that is cracked and has been forced inward." The reinforcement includes:

- Building a structural wall of 2x8 ACQ unincised pressure treated wood
- Sealing cracks with a mastic sealant and further sealed with concrete/polyethylene
- Installation of a sump pump to remove any water that may still penetrate the basement and cause further foundation problems

This improves substantially on work done in 2016 (prior to the house's heritage designation), which involved the installation of built-up beams to add vertical support to the west and south walls.

Sample photographs of the damaged foundation are included below.





#### Tupper House - Cost Estimates

Item	Description of Work	Estimate
Building Permit	City of Saskatoon permit	\$ 490.00
Concrete	<ul> <li>Supply and installation of concrete behind structural walls at window locations</li> <li>Engineering</li> </ul>	\$2,340.00
Angle Iron	<ul> <li>Supply and installation of angle iron to support structural walls</li> </ul>	\$2,660.00
Framing	<ul> <li>Framing of exterior walls on east, west, and south walls</li> </ul>	\$5,740.00
Framing	<ul> <li>Framing of structural wall in front of concrete pony wall (north wall)</li> </ul>	\$1,440.00
Sump Pump	Supply and installation	\$2,450.00
Concrete Repair	Patching of cracks in concrete	\$ 765.00
Labour	Labour fees	\$3,165.00

Subtotal (Inc. Construction Fee):	\$19,050.00
Estimated Taxes:	\$ 950.00
Total Eligible Project Cost:	<u>\$20,000.00</u>
50% of Costs (City Contribution):	\$10,000.00
Three Years (Amortization):	\$ 3,333.33

350-017-001

From: Sent: To: Subject: City Council June 07, 2017 9:45 AM City Council Form submission from: Write a Letter to Council

Submitted on Wednesday, June 7, 2017 - 09:45 Submitted by user: bannant Submitted values are: JUN 0 7 2017 CITY CLERK'S OFFICE SASKATOON

Date: Wednesday, June 07, 2017 To: His Worship the Mayor and Members of City Council First Name: Tim Last Name: Bannan Address: 726 Broadway Ave City: Saskatoon Province: Saskatchewan Postal Code: S7N 1B4 Email: tim.bannan@olivtr.com Comments:

Good morning, My name is Tim Bannan store manager at Oliv Tasting Room 726 Broadway Ave. I am very concerned and don't understand how business in this area are aloud to take up parking spaces to put patios. Parking is very limited in this area to begin with and can only hurt business. I would like the opportunity to speak to council on this matter in more detail. I look forward to speaking with you.

Regards Tim

The results of this submission may be viewed at: https://www.saskatoon.ca/node/398/submission/174725

## Innovative Housing Incentives – The Lighthouse Supported Living Inc. - 119 Avenue O South

#### Recommendation

- 1. That funding of 10% of the total capital cost of the renovation of two affordable rental dwelling units at 119 Avenue O South by The Lighthouse Supported Living Inc., estimated at \$38,455, be approved, subject to approval of this project under the Provincial Rental Development Program; and
- 2. That the City Solicitor be requested to prepare the necessary incentive agreement, and that His Worship the Mayor and the City Clerk be authorized to execute this agreement under the Corporate Seal.

#### Topic and Purpose

The purpose of this report is to recommend that financial incentives be provided to The Lighthouse Supported Living Inc. for the provision of affordable rental housing.

#### **Report Highlights**

- 1. The Lighthouse Supported Living Inc. is proposing a two-unit affordable rental project for individuals at risk of homelessness. Seven individuals will be housed in the two dwelling units.
- 2. Case workers from The Lighthouse will be providing ongoing support to keep tenants housed.
- 3. This project qualifies for a capital grant from the City of Saskatoon (City).
- 4. The Lighthouse is working to secure financial assistance from the Saskatchewan Housing Corporation.

#### **Strategic Goal**

This report supports the City's Strategic Goal of Quality of Life by increasing the supply and range of affordable housing options.

#### Background

At its March 27, 2017 meeting, City Council allocated \$370,000 within the Affordable Housing Reserve to be used for capital grants to support the creation of affordable rental units in 2018.

#### Report

The Lighthouse Supported Living Inc.'s Proposal

On July 4, 2017, the Planning and Development Division received an application from The Lighthouse for financial assistance to renovate a one-unit dwelling, including the construction of a secondary suite, at 119 Avenue O South in the Pleasant Hill neighbourhood (see Attachments 1 and 2). The home will accommodate individuals who are, or were, homeless prior to being housed by The Lighthouse. Residents will have their own bedroom, and the kitchen and living areas will be shared.

Currently, the site has a total of five off-street parking stalls, including two in the garage, which meet the parking requirements of Zoning Bylaw No. 8770.

#### Supports Provided by The Lighthouse Case Workers

The home will provide seven individuals with a secure place to live. Case workers from The Lighthouse will provide supports aimed at improving life skills and keeping these individuals housed. The Lighthouse is experienced in providing housing for individuals in a supportive environment. The Lighthouse is currently working with a number of individuals who often have no secure place to live and may be staying in shelters or unsafe living situations.

#### Financial Assistance for the Affordable Rental Units

The proposal for affordable rental units will qualify for capital funding from the City under Innovative Housing Incentives Policy No. C09-002 (Policy). The application for financial assistance from The Lighthouse has been evaluated by the Neighbourhood Planning Section using the Capital Grant Program Evaluation Matrix and achieved the maximum ten points, which equates to a capital grant of 10% of the total project cost. A copy of the evaluation has been provided in Attachment 3. The 10% capital grant is estimated to be \$38,455, which is within the limits allowed under the Policy.

The renovations associated with this project will not result in a significant change in property taxes; therefore, the project is not eligible for an abatement of incremental property taxes.

#### Funding Commitments from Other Sources

The Lighthouse is working with the Saskatchewan Housing Corporation to secure \$262,500 in funding under the Rental Development Program and has been approved for a mortgage of \$74,595. The Lighthouse will be contributing an additional \$9,000 to cover the remaining balance.

#### **Options to the Recommendations**

The Standing Policy Committee on Planning, Development and Community Services could choose to not provide financial incentives for this project. Choosing this option would represent a departure from the Policy. In this case, further direction would be required.

#### Public and/or Stakeholder Involvement

Public consultation is not required for this project.

#### **Communication Plan**

The Lighthouse will plan an official ground-breaking ceremony in conjunction with all funding partners when construction is ready to proceed. The City's contribution to this project will be acknowledged at that time.

#### **Financial Implications**

The funding source for the \$38,455 capital grant is the Affordable Housing Reserve. A total of \$370,000 is available for capital grants in 2018; \$49,920 of which is committed for another project, pending City Council approval. If the grants for both of these projects are approved, there will be \$281,625 remaining to support further affordable housing projects in 2018. If only this project is approved, an allocation of \$331,545 would remain available to support further affordable rental projects in 2018.

If financial incentives for The Lighthouse Supported Living Inc. regarding the provision of affordable rental housing are approved, the capital grant incentive will be subject to obtaining approval under the Provincial Rental Development Program.

#### **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 scheduled to be complete and ready for occupancy by January 31, 2018.

#### **Public Notice**

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

#### Attachments

- 1. Site Location within Pleasant Hill Neighbourhood
- 2. Exterior of 119 Avenue O South
- 3. Capital Grant Project Evaluation Matrix

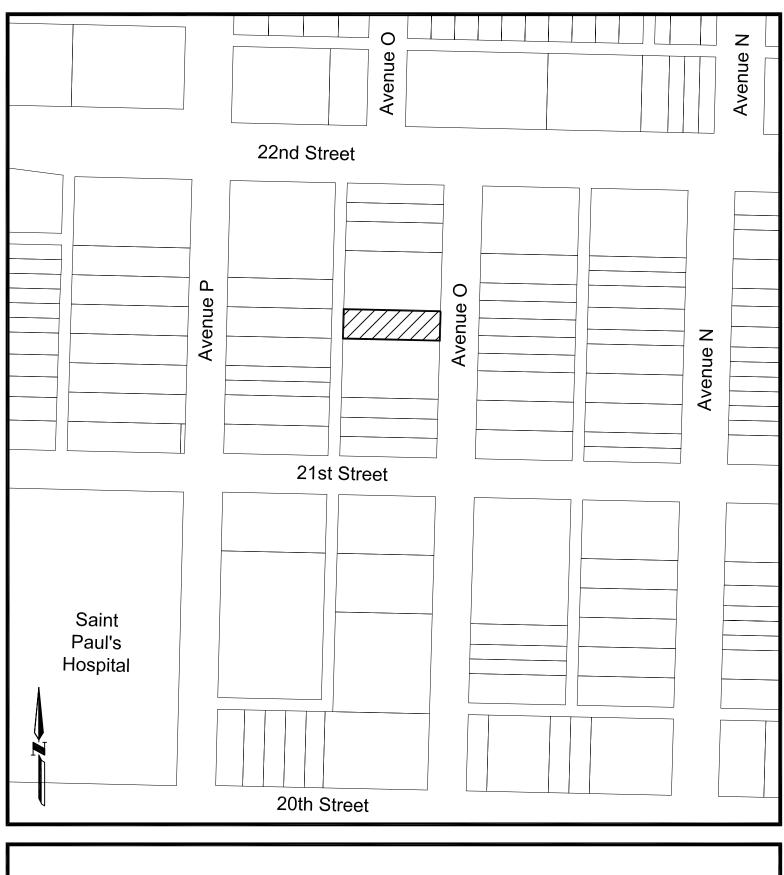
#### **Report Approval**

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

S/Reports/2017/PD/PDCS - Innovative Housing Incentives - The Lighthouse Supported Living Inc. - 119 Avenue O South/Ic

#### **ATTACHMENT 1**

### Site Location within Pleasant Hill Neighbourhood



Project Location

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### Exterior of 119 Avenue O South



#### **Capital Grant Project Evaluation Matrix**

#### Point System, Project Evaluation Innovative Housing Incentive Program – Capital Grant Project Evaluation Matrix

A points system has been developed to achieve various targets within the Housing Business Plan (2013 – 2022). The Innovative Housing Incentive Program is the City of Saskatoon's (City) main incentive program for affordable and special-needs housing. The program offers a capital grant of up to 10% of the total capital cost of affordable housing projects. Housing created under this incentive must be provided to households within incomes below the Saskatchewan Household Income Maximums (SHIM) described in Appendix 2 of the Housing Business Plan.

The program offers a base level of municipal support equal to 3% of the total capital cost. The capital grant can be increased to a maximum of 10% of the total capital cost of affordable housing projects. Grants are calculated on a points system matrix, with extra points assigned for each housing priority addressed within the City's Housing Business Plan.

Below is the point evaluation score for the project located at 119 Avenue O South and the corresponding capital grant percentage.

Proponent	Project Location	Date Application Received	Date Application Evaluated
The Lighthouse	119 Avenue O South	July 4, 2017	July 11, 2017
Housing Business Plan Priority	Criteria	Possible Points (%)	Points Earned
Base Grant	Projects must serve households below provincial SHIMs.	3	3
Leveraging Funding from Senior Levels of Government	Secured funding from federal or provincial government under an eligible grant program.	2	2
Significant Private Partnership	There is a significant donation (at least 10% in-kind or donation) from a private donor, faith group, or service club.	1	0
Accessible Housing	At least 5% of units meet barrier-free standards.	1	0
Neighbourhood Revitalization	Project improves neighbourhood by: a) renovating or removing rundown buildings; and/or	1	1
	<li>b) developing a vacant or brownfield site.</li>	1	0
Mixed Tenure Development	Project has a mix of affordable/market units or a mix of rental/ownership.	1	0
Safe and Secure Housing	Landlord is committed to: a) obtaining Crime-Free Multi-Housing certification for the project; and/or	1	1
	<ul> <li>b) incorporating CPTED principles into design.</li> </ul>	1	0

Housing Business Plan Priority	Criteria	Possible Points (%)	Points Earned
Supportive Housing	The proposal includes ongoing supports for residents for assistance in staying housed, such as drug and alcohol free, cultural supports, and elements of Housing First.	1	1
Meets Specific Identified Housing Need	<ul> <li>Project meets an identified housing need from a recent study such as:</li> <li>a) homelessness;</li> <li>b) large family housing (three bedrooms or more);</li> <li>c) accommodation for students; and</li> <li>d) Aboriginal housing.</li> </ul>	2	2
Innovative Housing	Project uses innovative design, construction technique, materials, or energy-saving features.	1	0
Innovative Tenure	Innovative Housing tenures such as Rent to Own, Life Lease, Land Trust, Sweat Equity, Co-op Housing, or Co-Housing.	1	0
Notes:	· · · · · · · · · · · · · · · · · · ·		Total Points and Capital Grant Percent Earned 10 Points = 10% Capital Grant

## Innovative Housing Incentives – Cress Housing Corporation – 910 and 912 Argyle Avenue

#### Recommendation

- 1. That funding of 10% of the total capital cost towards the development of two affordable rental units located at 910 and 912 Argyle Avenue by Cress Housing Corporation be approved, to a maximum of \$49,920; and
- 2. That the City Solicitor be requested to prepare the necessary incentive agreement, and that His Worship the Mayor and the City Clerk be authorized to execute this agreement under the Corporate Seal.

#### **Topic and Purpose**

The purpose of this report is to recommend that financial incentives be provided to Cress Housing Corporation for the provision of supportive rental housing for families facing homelessness.

#### **Report Highlights**

- 1. Cress Housing Corporation (Cress) is renovating a two-unit dwelling for use as supportive rental housing for families facing homelessness.
- 2. The White Buffalo Youth Lodge (White Buffalo) will provide a variety of support services for tenants.
- 3. The project qualifies for a capital grant from the City of Saskatoon (City).
- 4. Cress is working to secure financial assistance from various sources.

#### **Strategic Goal**

This report supports the City's Strategic Goal of Quality of Life by increasing the supply and range of affordable housing options.

#### Background

At its March 27, 2017 meeting, City Council allocated \$370,000 within the Affordable Housing Reserve to be used for capital grants to support the creation of affordable rental units in 2018.

#### Report

#### Cress Housing Corporation's Proposal

On July 9, 2017, the Planning and Development Division received an application from Cress requesting financial assistance to purchase and renovate a two-unit dwelling located at 910 and 912 Argyle Avenue in the Greystone Heights neighbourhood (see Attachments 1 and 2). This dwelling would be used as supportive rental housing for families at risk of homelessness.

#### White Buffalo Youth Lodge Will Offer a Variety of Supports for Tenants

Cress has partnered with the White Buffalo's Housing First for Families Project. The two affordable rental units will be offered to families selected by the White Buffalo, with long-term supports provided by the White Buffalo case managers. Families will also be supported in a culturally-appropriate manner through the Saskatchewan Tribal Council Employment and Training Services Division, working with families to advance education and employment prospects. Other supports, such as counselling, will be offered through Saskatchewan Tribal Council Health and Family Services Division. These supports address challenges faced by the families and assist in moving them toward independence.

#### Capital Grant for the Affordable Rental Units

These two homes qualify for capital funding from the City under Innovative Housing Incentives Policy No. C09-002 (Policy). The application for financial assistance from Cress has been evaluated by the Neighbourhood Planning Section, using the capital grant evaluation matrix (see Attachment 3), and has achieved nine points. The project will be located in the Greystone Heights neighbourhood, which is an area with a low concentration of affordable rental housing; therefore, it also qualifies for a supplemental grant of 1% of the total capital cost under the Land Cost Differential Incentive, bringing the total grant to a maximum of 10%. A 10% capital grant is estimated at \$49,920, which is within the limits allowed under the program (see Attachment 3). The renovation will not result in a significant change in property taxes; therefore, the project is not eligible for an abatement of incremental property taxes.

#### Funding Commitments from Other Sources

Cress is working to secure funding in the amount of \$186,500 from the federal government under the Homelessness Partnering Strategy. Cress has also been approved for a mortgage with the First Nations Bank for \$135,000 and will use their own funding to cover the remaining balance of \$127,780.

#### **Options to the Recommendations**

City Council could choose to not provide financial incentives for this project. Choosing this option would represent a departure from the Policy. In this case, further direction would be required.

#### **Financial Implications**

The funding source for the capital grant of \$49,920 is the Affordable Housing Reserve. There is \$370,000 available in the Affordable Housing Reserve for capital grants for affordable housing projects in 2018, of which \$38,455 is committed for another project, pending City Council approval. If the grants for both of these projects are approved, there will be \$281,625 remaining to support further affordable housing projects in 2018. If this project only is approved, an allocation of \$320,080 would remain available to support further affordable rental projects in 2018.

#### Public and/or Stakeholder Involvement

Public consultation is not required for this project.

#### **Communications Plan**

Cress will plan an official opening ceremony in conjunction with funding partners upon completion of construction. The City's contribution to this project will be acknowledged at that time.

#### **Other Considerations/Implications**

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

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

This project is scheduled to be complete and ready for occupancy by January 2018.

#### **Public Notice**

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

#### Attachments

- 1. Site Location of Project
- 2. Photograph of Project Site
- 3. Point System, Project Evaluation

#### **Report Approval**

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

S/Reports/2017/PD/PDCS - Innovative Housing Incentives - Cress Housing Corporation - 910 and 912 Argyle Avenue/ks/df

## **Site Location of Project**



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#### **ATTACHMENT 2**

## Photograph of Project Site (Exterior of 910 and 912 Argyle Avenue)



#### Point System, Project Evaluation Innovative Housing Incentive Program – Capital Grant Project Evaluation Matrix

A points system has been developed to achieve various targets within the <u>Housing</u> <u>Business Plan 2013-2022</u> (Housing Business Plan). The Innovative Housing Incentive Program is the City of Saskatoon's (City) main incentive program for affordable and special-needs housing. The program offers a capital grant of up to 10% of the total capital cost of affordable housing projects. Housing created under this incentive must be provided to households with incomes below the Saskatchewan Household Income Maximums (SHIMs) described in Appendix 2 of the Housing Business Plan.

The program offers a base level of municipal support equal to 3% of the total capital costs. The capital grant can be increased to a maximum of up to 10% of the total capital cost of affordable housing projects. Grants are calculated on a points system matrix, with extra points assigned for each housing priority addressed within the City's Housing Business Plan.

Proponent	Project Location	Date Application Received	Date Application Evaluated
Cress Housing Corporation	910 and 912 Argyle Avenue	July 9, 2017	July 11, 2017
Housing Business Plan Priority	Criteria	Possible Points %	Points Earned
Base Grant	Projects must serve households below provincial SHIMs.	3	3
Leveraging Funding from Senior Levels of Government	Secured funding from federal or provincial government under an eligible grant program.	2	2
Significant Private Partnership	There is a significant donation (at least 10% in-kind or donation) from a private donor, faith group, or service club.	1	0
Accessible Housing	At least 5% of units meet barrier- free standards.	1	0
Neighbourhood Revitalization	Project improves neighbourhood by: a) renovating or removing rundown buildings; and/or	1	0
	b) developing a vacant or brownfield site.	1	0
Mixed-Tenure Development	Project has a mix of affordable/market units or a mix of rental/ownership.	1	0
Safe and Secure Housing	Landlord is committed to: a) obtaining Crime-Free Multi-Housing certification	1	1
	for the project, and/or b) incorporating CPTED principles into design.	1	0

Below is the point evaluation score for the project located at 910 and 912 Argyle Avenue and the corresponding capital grant percent.

Housing Business Plan Priority	Criteria	Possible Points %	Points Earned
Supportive Housing	The proposal includes ongoing supports for residents for assistance in staying housed, such as drug and alcohol free, cultural supports, elements of Housing First.	1	1
Meets Specific Identified Housing Need	<ul> <li>Project meets an identified housing need from a recent study, such as:</li> <li>a) homelessness;</li> <li>b) large family housing (three bedrooms or more);</li> <li>c) accommodation for students; and</li> <li>d) Aboriginal housing.</li> </ul>	2	2
Innovative Housing	Project uses innovative design, construction technique, materials, or energy-saving features.	1	0
Innovative Tenure	Innovative Housing tenures, such as Rent to Own, Life Lease, Land Trust, Sweat Equity, Co-op Housing, or Co-Housing.	1	0
an area with a low concent qualifies for a supplementa	located in the Greystone Heights neig tration of affordable rental housing. Th al grant of up to 5% of the total capital o However, current budget constraints I	erefore, it also cost under the Land	Total Points and Capital Grant Percent Earned 10 Points = 10% Capital Grant

The following is an excerpt from the minutes of meeting of the Executive Committee (Open to the Public) held on July 19, 2010:

 Enquiry – Councillor D. Hill (March 22, 2010) Vancouver Pilot Project – Bees on Roof of City Hall (File No. CK. 7550-1)

The City Clerk submitted a copy of Clause E1, Administration Report No. 10-2010 which was considered by City Council at its meeting held on June 14, 2010 and referred to the Executive Committee for consideration, along with the possibility of a green roof.

<u>**RESOLVED</u>**: that the information be received.</u>

The following is a copy of Clause E1, Administrative Report No. 10-2010 which was DEALT WITH AS STATED by City Council at its meeting held on June 14, 2010:

#### Section E – INFRASTRUCTURE SERVICES

E1) Enquiry – Councillor D. Hill (March 22, 2010) Vancouver Pilot Project – Bees on Roof of City Hall (File No. CK. 7550-1)

**<u>RECOMMENDATION</u>**: that the information be received.

#### BACKGROUND

The following enquiry was made by Councillor D. Hill at the meeting of City Council held March 22, 2010:

"Would the Administration report on the City of Vancouver's demonstration project to install behives on the roof of their City Hall. Please report on the details and the possibility of doing something similar in Saskatoon. It would be great if the report could come back close to May 29 as that is the National Day of the Honey Bee."

#### **REPORT**

The City of Vancouver's demonstration project is a "green initiative" introduced by Deputy Mayor, Sadhu Johnston, who had previously been employed by the City of Chicago, where there are a number of civic facilities with bee hives located on roofs.

In considering this initiative, the City of Vancouver dealt with a number of issues, including: security; safe access to the roof and at what times; when and how bees could be transported to the roof; protection of the hives; and, what turned out to be the most significant challenge, City Hall staff's reaction to the initiative. These concerns were successfully addressed through operational procedures and through consultation with Occupation Health & Safety professionals, to ensure the safety of their staff and the apiarist.

Vancouver's demonstration project came to fruition on the Victoria Day long weekend (May 22, 2010), with the installation of two beehives on the roof of Vancouver's City Hall. Each beehive houses approximately 10,000 bees, which will be managed by a volunteer apiarist. A formal agreement between the apiarist and the City of Vancouver was prepared, which includes management of the hives, as well as security and access. The agreement also states that the apiarist shall harvest all honey produced by the hives, which, with the exception of 20 litres per year, the City of Vancouver will package and give to visitors of the city.

Clause E1, Administrative Report No. 10-2010 June 14, 2010 Page Two

In considering a similar initiative for the City of Saskatoon, the same concerns must be addressed, including security; safe access to the roof and at what times; when and how the bees would be transported to the roof; protection of the hives; and safety of City Hall staff in regards to bee stings and allergic reactions.

The Administration can successfully address operational concerns, since the north roof has two safe access points from the interior of the building which are well within clearly marked "safe zones" and provide restrictive movement, both of which are necessary to meet all legislated and corporate health and safety requirements. The roofing materials on this portion of the roof are appropriate for foot traffic, and could accommodate beehives with no threat of damage to the membrane. Protective barriers would need to be constructed to shelter the hives.

There is no means of accessing the roof from the exterior of City Hall, which would require the bees, hives and any other related materials to be transported through City Hall by elevator or through stairwells, which would have to be scheduled after normal working hours. Security concerns would require City Hall custodial staff to accompany the apiarist to and from the roof.

Necessary precautions would have to be taken to address the potential risk of "additional" bees around the exterior of City Hall, or bees "straying" while being transported within City Hall, and the potential for bee stings. Based on the City of Vancouver's experience, "bee sting kits" would need to be located throughout City Hall to address possible serious life threatening allergic reactions.

The Administration has been in contact with the apiarist community within the Saskatoon area, and there is interest in participating in this initiative, with the intent that the apiarist would harvest the honey for their own use. An agreement, similar to the City of Vancouver's, could be prepared by the City Solicitor.

#### **OPTIONS**

No other options were considered.

#### POLICY IMPLICATIONS

There are no policy implications.

Clause E1, Administrative Report No. 10-2010 June 14, 2010 Page Three

#### FINANCIAL IMPACT

Precautions necessary to address health and safety concerns, security requirements and hive management would result in an annual financial impact of approximately \$2,000. Initial, one-time set-up costs would be approximately \$1,000. The current Operating Budget does not have funding available to support this initiative.

#### **PUBLIC NOTICE**

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

IT WAS RESOLVED: that the matter be referred to the Executive Committee for consideration, along with the possibility of a green roof.

# Community Support (Officer) Program – Alternate Office Location

#### Recommendation

That the report of the General Manager, dated August 14, 2017, be forwarded to City Council for information.

#### **Topic and Purpose**

The purpose of this report is to provide information on the possibility of relocating the head office of the Community Support Program (sometimes referred to as the Community Support Officer Program) to a space in the Lighthouse Supported Living Inc. building.

#### **Report Highlights**

- 1. The office space for the Community Support Program (CSP) must support the program and staff needs.
- 2. An office space in the Lighthouse Supported Living Inc. (Lighthouse) building is not considered an option for the CSP at this time.

#### **Strategic Goal**

This report supports the City of Saskatoon's (City) Strategic Goal of Quality of Life by ensuring Saskatoon is a safe, welcoming, and well-managed people place. This goal is supported through the CSP by reducing and preventing crime in the city, increasing public perceptions of safety, and identifying health and safety as top priorities.

Under the Strategic Goal of Quality of Life, the recommendation also specifically supports the long-term strategy to reduce and prevent crime and provide protective services in our Downtown core and neighbourhoods.

#### Background

The CSP was approved for permanent status at the September 28, 2015 City Council meeting. Additional resolutions were added during the City Council meeting, of which the following will be specifically addressed:

"10. That the matter of the possibility of locating the Community Support Program head office in the Lighthouse be referred to the Administration to review with the Business Improvement Districts and the Lighthouse."

#### Report

<u>Community Support Program Office Location Must Support the Program and Staff Needs</u> The CSP performs highly visible foot patrols in the core Business Improvement District (BID) areas, and works in conjunction with the area's businesses, community support organizations, and the Saskatoon Police Service in the delivery of its services. Through the Street Activity Steering Committee, the program also provides information to the Safe Streets Commission to assist in identifying emerging trends and issues, as well as potential long-term solutions to issues arising on the street. The main duties of the Community Support Officers (CSO) are to:

- a) assist community members in need by accessing relevant supports;
- b) respond to requests regarding panhandling, loitering, public drunkenness, and other related activities;
- c) enforce relevant municipal bylaws;
- d) establish and facilitate partnerships with local businesses, residents, community support organizations; and the Saskatoon Police Service; and
- e) provide support in the prevention of criminal activities.

Considerable thought and effort went into establishing an office location for the CSP when it was set up in 2012. A secure central office location was needed to offer respite to the staff and to support the CSO's work, particularly by foot and by vehicle, and to access all three BIDs in the program. It was critical to the program that it be seen as independent of any one organization. Although the program has grown and equipment has been added, the current CSP office space within the 23<sup>rd</sup> Street Bus Mall is still functioning adequately for the program.

## Office Space in the Lighthouse Building is Not a Viable Option for the Community Support Program

The Executive Director of the Downtown BID and the Manager of the CSP researched the opportunity to relocate the CSP to an office in the Lighthouse building. This research included:

- a) meeting with the Executive Director of the Lighthouse;
- b) reviewing potential space within the west side of the Lighthouse building in an area currently not in use; and
- c) meeting with the CSOs to determine current and future program needs and the viability of the Lighthouse site.

Although the Lighthouse building has a space larger than the current office space, the proposed space is in need of significant repairs. The space requires significant renovations, including upgraded wiring, internet connections, office furniture, drywall, and paint. The plumbing for water and washrooms has not been in use for many years and will need substantial upgrades. There was also concern that the CSOs may be perceived as part of the Lighthouse programming.

The current office is in a neutral location. The office space is in good condition and meets the needs of the team. The Administration is recommending that the Lighthouse building space not be considered for office space at this time as it does not meet requirements of the CSP. However, the subject of office space can be revisited as part of the comprehensive program review slated for the end of 2018.

#### Public and/or Stakeholder Involvement

The Street Activity Steering Committee, which includes the Downtown, Broadway, and Riversdale BID Executive Directors, was consulted and has reviewed this report.

#### **Other Considerations/Implications**

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

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

Further follow-up/discussion on office space needs or location will be included in a comprehensive review of the CSP slated for December 2018.

#### **Public Notice**

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

#### **Report Approval**

Written by:	Elisabeth Miller, Senior Planner, Neighbourhood Safety
Reviewed by:	Lesley Anderson, Director of Planning and Development
Approved by:	Randy Grauer, General Manager, Community Services Department

S/Reports/2017/PD/PDCS - Community Support (Officer) Program - Alternate Office Location/ks/lc/dh

## Additional Development at Prairieland Park

#### Recommendation

That the information be received.

#### **Topic and Purpose**

The purpose of this report is to provide additional information to the Committee to allow for consideration of the report presented at the May 29, 2017 meeting of the Standing Policy Committee on Planning, Development and Community Services (SPC-PDCS) regarding approval of additional development at Prairieland Park.

#### **Report Highlights**

- 1. The City has a long history with Saskatoon Prairieland Park.
- 2. A comprehensive Lease Agreement has been in place since 1995.
- 3. Property of Saskatoon Prairieland Park is exempt from taxation pursuant to *The Cities Act.*
- 4. Saskatoon Prairieland Park collects amusement tax from every person attending the midway at the annual exhibition. That amusement tax is paid back to Saskatoon Prairieland Park by the City as a grant annually.

#### **Strategic Goal**

This report supports the City's Strategic Goal of Asset and Financial Sustainability by ensuring the long term viability of Prairieland Park.

#### Background

At its meeting held on May 29, 2017, the Committee resolved as follows:

- "1. That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:
  - a) That the addition of a skyride chairlift be approved;
  - b) That future modifications to the main vehicular entrance at Ruth Street and Herman Avenue be approved;
- 2. That additional reporting be provided on matters relating to Item 1 of the Concept Plan, including what the expansion in Phase 1 and Phase 2 would enable Prairieland Park to bid on that cannot be bid on right now; and
- 3. That the City Solicitor report back on the history of the Lease Agreement between the City and Prairieland Park."

The report of Community Services considered at the May 29, 2017 meeting of SPC – PDCS is attached as Attachment 1 to this report.

## Report

Prairieland Park has provided additional information as requested by the Committee in the second resolution outlined above. The response of Prairieland Park is attached as Attachment 2 to this report.

The history of the relationship between the City and Prairieland Park is long and dates back to the early years of this century. Our relationship respecting the current site of the Exhibition Grounds dates back to 1908 and the then Central Saskatchewan Agricultural Society. In 1908, City Council agreed to submit to the ratepayers a bylaw for \$30,000.00 for the purpose of purchasing permanent grounds and the erection of buildings on the grounds. Those grounds and buildings to remain the property of the City and the Agricultural Society to have the free use of them for agricultural show purposes.

In 1911, The Saskatoon Industrial Exhibition Limited was incorporated, and with an apparently broader mandate, assumed the role formerly performed by The Central Saskatchewan Agricultural Society. In 1971, The Saskatoon Industrial Exhibition Limited changed its name to Saskachimo Exposition Ltd. which in turn subsequently changed its name to Saskatoon Prairieland Exhibition Corporation ("Prairieland").

Throughout this time period, there had been a variety of agreements and understandings between the parties regarding the use and enjoyment of the Exhibition Grounds, but no single comprehensive agreement had ever been entered into between the parties.

On September 13, 1993, City Council was addressed by representatives of Prairieland regarding the Exhibition's long-range plans and desire to redevelop the current site of the Exhibition Grounds. City Council was advised that in order to facilitate any such redevelopment, it would be necessary for the parties to enter into a formal agreement respecting the use and occupancy of the Exhibition Grounds. City Council resolved that the Administration enter into discussions with Prairieland regarding this issue.

At its meeting held on April 10, 1995, City Council approved the current lease between the City and Prairieland. This lease is Attachment 1 to the May 29, 2017 Report of Community Services (Attachment 1 to this report). The Report of the City Solicitor dated April 5, 1995, is Attachment 3 to this report.

Pursuant to section 8.01 of the Lease Agreement, Prairieland's use of the Exhibition Grounds is restricted to those activities authorized by *The Agricultural Societies Act* and the facilitation and promotion of agriculture, industry, education, culture, entertainment, sport and related activities. *The Agricultural Societies Act* was repealed in 2007.

Section 262(1)(m) of *The Cities Act* provides that "the property of every agricultural society, fair and exhibition incorporated or continued pursuant to *The Non-profit Corporations Act*" is exempt from taxation. Prairieland is registered as a non-profit

corporation in the Province of Saskatchewan. Prairieland does not pay property tax to the City of Saskatoon.

Sports on Tap is in a building located on the Exhibition Grounds. Prior to being Sports on Tap, this building was the Emerald Casino. Prairieland is the assessed owner of this building. This building is exempt from taxation by statute as outlined above. Sports on Tap is owned and operated by Prairieland. Thus, the historical exemption of this building continues as provided for by statute. The City Assessor reported on this issue at the December 2, 2015 meeting of SPC – Finance (Attachment 4 to this report).

Bylaw No. 7978, *The Amusement Tax Bylaw, 2000*, requires Prairieland to collect amusement tax from every person attending the midway at the Saskatoon Prairieland Annual Exhibition. As an incentive program for capital projects, the City has historically provided a grant to Prairieland equivalent to the amusement tax that is levied. For 2017, the amount of the grant is \$71,100.00 as seen at page 56 of the 2017 Budget Book.

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

No follow up is required.

## Public Notice

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

## Attachments

- 1. Attachment 1 Report of Community Services SPC PDCS May 29, 2017
- 2. Attachment 2 Prairieland Park Information Provided
- 3. Attachment 3 Report of the City Solicitor, April 5, 1995
- 4. Attachment 4 Report of Asset & Financial Management Department, December 2, 2015

## **Report Approval**

Written by:Cindy Yelland, Director, Planning & Development LawApproved by:Patricia Warwick, City Solicitor

Admin Report – Prairieland Park.docx 191-1867-cly-1.docx

## Additional Development at Prairieland Park

## Recommendation

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council that the additional development at Prairieland Park be approved.

## **Topic and Purpose**

The purpose of this report is to consider approval of additional development at Prairieland Park.

## **Report Highlights**

- 1. The lease agreement between the City of Saskatoon (City) and Saskatoon Prairieland Park Corporation (Prairieland) requires that City Council approve additional development on the site.
- 2. The proposed additional development consists of the construction of Hall "F", a skyride chairlift and future modifications to the main vehicular entrance at Ruth Street and Herman Avenue.
- 3. Following approval by City Council, Prairieland would be required to submit all necessary plans and drawings and obtain development and building permits for the improvements or additions as identified.

## Strategic Goal

This report supports the City's Strategic Goal of Asset and Financial Sustainability by ensuring the long term viability of Prairieland Park.

## Background

Prairieland leases the site at the corner of Ruth Street and Lorne Avenue from the City. The main features of the site include a trade and convention centre, Marquis Downs, sports bar, grandstand, and midway areas. The annual Saskatoon Exhibition takes place on this site in August, and numerous events are held in the trade and convention centre during the year.

The current lease between Prairieland and the City is in effect until April 30, 2045 (see Attachment 1). The lease defines additional development as any addition, alteration or improvement. Furthermore, the lease agreement states that all plans for additional development are subject to the prior written approval of City Council. Therefore, any additions that have not been previously approved by City Council and shown on the current Concept Plan cannot proceed without the approval of City Council.

The current Concept Plan was approved by City Council on November 1, 1999 and development of Hall "E" was approved by City Council on January 17, 2005.

## Report

## Concept Plan

Prairieland has provided a new Concept Plan showing proposed improvements to the site. The improvements are shown on Attachment 2 and include:

- Construction of Hall F, which is an addition to the existing Trade and Convention Centre. Hall F is proposed to be approximately 6,100 square metres (65,000 square feet) in size. This building will be constructed in phases. The construction of Phase I is planned for 2017 and will be approximately 1,950 square metres (21,000 square feet) in size.
- 2. Addition of a skyride chairlift. Prairieland is proposing to add this permanent attraction to their site that will be operated during the Saskatoon Exhibition. The skyride will be located on the north-east area as shown on the Concept Plan.
- 3. Future modifications to the main vehicular entrance at Ruth Street and Herman Avenue. The plans are preliminary at this time and a detailed design is yet to be done.

The additional development at Prairieland is compatible with the existing design of the site and provides approximately 1,900 parking spaces on the west portion of this site for events held at the Trade and Convention Centre. This will provide adequate on-site parking to accommodate the existing uses and the addition of Hall "F".

## Approval Process

As per the lease, Prairieland is requesting that City Council approve the additions as shown on the new Concept Plan. Following approval by City Council, Prairieland would be required to submit all necessary plans and drawings and obtain development and building permits, for any additional development prior to undertaking improvements to the grounds or buildings.

In regard to the modifications to the vehicular entrance at Ruth Street and Herman Avenue, Prairieland would be required to submit detailed designs to Transportation and Utilities to evaluate access and egress to the site.

No concerns were received through the administrative referral process that precludes the approval of this Concept Plan (see attachment 3).

## **Options to the Recommendation**

City Council could chose not to approve the additional development and new Concept Plan for Prairieland. This option is not recommended as Prairieland would not be able to proceed with the addition of Hall F to the trade and convention centre as well as the other additional development identified in this report.

## Public and/or Stakeholder Involvement

The amount of traffic generated by the proposed new Hall "F" is not expected to add significantly to existing traffic volumes. The Queen Elizabeth/Haultain/Exhibition Community Association was advised of the proposed development.

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

A CPTED review was conducted as part of the Concept Plan administrative review process. The recommendations provided by the CPTED Review Committee have been forwarded to Prairieland. The recommendations can be summarized as follows:

- 1. The proponent reviewed the building footprint to examine where it was feasible to remove building insets. Building insets have the potential to be hiding spaces and are prone to inappropriate and criminal behaviour.
- 2. The proponent should establish appropriate management, operating, and crowd control measures to ensure the safety of users.

## Other Considerations/Implications

There are no policy, financial, environmental, or privacy implications or considerations; a communication plan is not required at this time.

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

No follow-up is required.

## Public Notice

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

## Attachments

- 1. Lease Agreement
- 2. Prairieland Park Concept Plan
- 3. Comments from Administrative Review for Prairieland Park Concept Plan

## **Report Approval**

Written by:	Paula Kotasek-Toth, Senior Planner, Planning and Development
Reviewed by:	Lesley Anderson, Director of Planning and Development
Approved by:	Randy Grauer, General Manager, Community Services Department

S/Reports/2017/PD - Additional Development at Prairieland Park/gs

## Lease Agreement

Between:

The City of Saskatoon

- and -

Saskatoon Prairieland Exhibition Corporation

Prepared by: Office of the City Solicitor City Hall 222 Third Avenue North Saskatoon, Saskatchewan S7K 0J5

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## Lease Agreement

This Lease made effective the 1st day of March, 1995.

Between:

The City of Saskatoon, a municipal corporation pursuant to the provisions of *The Urban Municipality Act, 1984*, S.S. 1983-84, Chapter U-11 (the "City");

- and -

Saskatoon Prairieland Exhibition Corporation, a Saskatchewan non-profit corporation carrying on its activities in the City of Saskatoon, in the Province of Saskatchewan ("Prairieland");

#### Background

In that:

- A. The City is the registered owner of all those lands described in Schedule "A" hereto (the "Lands").
- B. Prairieland has, with the consent of the City, been carrying on its activities upon a portion of the Lands since 1911, and now desires to lease such lands from the City.
- C. The City has agreed to lease to Prairieland all that portion of the Lands as is outlined in red on the Plan attached hereto as Schedule "B" (the "Exhibition Grounds") so that Prairieland may continue to carry out its activities thereon, and proceed with the construction of certain improvements thereto, and use, occupy and enjoy the Exhibition Grounds, and the improvements to be constructed thereon, for the term of this Lease, all upon the terms and conditions, and subject to the provisions herein contained.

Accordingly, and in consideration of the rents hereby reserved and the mutual covenants and agreements herein contained, the City and Prairieland agree as follows:

#### Part I Definitions

- 1.01 "Additional Development" means any and all subsequent phases of the Development.
- 1.02 "Additional Development Plans" means the concept plans and drawings related to the Additional Development which have been prepared by Architects.

- 1.03 "Architects or Engineers" means such architects or engineers as arc duly qualified and licensed to practice, and are carrying on business, in the Province of Saskatchewan, as Prairieland may appoint.
- 1.04 "Builders' Lien Legislation" means *The Builders' Lien Act*, S.S. 1984-85-86, Chapter B-7.1, of the Province of Saskatchewan and any statutory modifications thereto or re-enactments thereof.
- 1.05 "City" means The City of Saskatoon, a municipal corporation pursuant to the provisions of *The Urban Municipality Act, 1984*, S.S. 1983-84, Chapter U-11, and its successors and assigns.
- 1.06 "Completion Date" means the date designated in 4.04 hereof.
- 1.07 "Development" means the construction and provision upon the Exhibition Grounds of:
  - (a) an 80,000 square foot Class "A" trade space facility; and,
  - (b) a 100,000 square foot livestock facility; and,
  - (c) a 20,000 square foot maintenance and storage facility,

together with the upgrading and renovation of the Administration Building, Grandstand and Race Horse Barns situate upon the Exhibition Grounds, and the general improvement and upgrading of the landscaping of the Exhibition Grounds, all of which constituting the first phase of the redevelopment and improvement of the Exhibition Grounds.

- 1.08 "Exhibition Grounds" means all that portion of the Lands as is outlined in red on the plan attached as Schedule "B" to this Lease and consisting of approximately 135 acres, more or less, and includes all structures, improvements and fixtures situate thereon.
- 1.09 "Landlord and Tenant Act" means The Landlord and Tenant Act, R.S.S. 1978, Chapter L-6, and any statutory modifications thereto or reenactments thereof.
- 1.10 "Lands" means the lands described in Schedule "A" attached hereto.
- 1.11 "Lease" means this Lease, including the Schedules attached hereto and any amendments made hereto from time to time.
- 1.12 "Percentage Rate" means Royal Bank of Canada prime rate plus One percent per annum.
- 1.13 "Plans" means the concept plans and drawings related to the Development which have been prepared by Architects.

- 1.14 "Prairieland" means the Saskatoon Prairieland Exhibition Corporation, a Saskatchewan non-profit corporation, and its successors and permitted assigns.
- 1.15 "Rent" means the rent payable by Prairieland to the City pursuant to this Lease and set out in Part VI hereof.
- 1.16 "Retained Lands" means that portion of the Lands retained by the City as outlined in green on the Plan attached as Schedule "B" to this Lease.
- 1.17 "Term" means the term of this Lease as stipulated in 3.02 hereof; and any renewal granted in accordance with 3.03 hereof.

Part II Structure and Interpretation of this Document

#### 2.01 Schedules

Schedules "A" and "B" to this document are a part of this Lease.

#### 2.02 Headings and Captions

The table of contents, part numbers, part headings, paragraph numbers and paragraph headings are inserted for convenience of reference only and are not to be considered when interpreting this Lease.

#### 2.03 **Obligations as Covenants**

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

#### 2.04 Entire Agreement

With the exception of a certain license agreement made between the City and Prairieland dated December 15, 1980, and all amendments thereto, and pertaining to that structure commonly known as the "Wheatland 'B' Building", this Lease contains all of the representations, warranties, covenants, agreements, conditions and understandings between the City and Prairieland concerning the Lands, the Retained Lands, the Exhibition Grounds, the Development, the Additional Development and the subject matter of this Lease.

#### 2.05 Governing Law

This Lease will be interpreted and governed by the laws of the Province of Saskatchewan.

### 2.06 Number and Gender

The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where necessary, and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

#### Part III Leasing and Term

#### 3.01 Lease

In consideration of the Rent reserved and the covenants and agreements on the part of Prairieland contained in this Lease, the City leases to Prairieland, its successors and permitted assigns, the Exhibition Grounds for the Term, at the Rent and on the terms and conditions stated in this Lease, subject to all those charges, liens and other interests as are registered in the Land Titles Office for the Saskatoon Land Registration District respecting the Exhibition Grounds.

#### 3.02 Term

The term of this Lease is a period of fifty (50) years commencing on the 1st day of May, 1995 and ending on the 30th day of April, 2045.

#### 3,03 **Option to Renew**

Provided that Prairieland shall pay the Rent when due under this Lease and perform and observe each and every of the terms, conditions and covenants on its part to be performed and observed hereunder, the City hereby grants unto Prairieland an option to renew this Lease for a further period of twenty (20) years commencing on the 1st day of May, 2045, and ending on the 30th day of April, 2065, upon the same terms, conditions and covenants as are contained and set forth in this Lease.

#### 3.04 **Prior Termination of Lease**

Notwithstanding 3.02 and 3.03 hereof, this Lease may be terminated as further described herein.

#### 3.05 **Overholding after Term**

If the City permits Prairieland to remain in occupation of the Exhibition Grounds, the Development, or the Additional Development, without objection by the City after the expiration of the Term, the tenancy shall be deemed to be a tenancy from year to year and the Rent payable by Prairieland hereunder shall continue unabated and be payable annually, in advance, on each anniversary of the effective date of this Lease, and shall otherwise be subject to all the covenants and provisos of this Lease applicable to a yearly tenancy. Such yearly tenancy may be terminated by either the City or Prairieland at any time by 180 days' prior written notice given to the other party.

#### 3.06 Surrender of Lease

Upon the expiration of the Term, or any permitted period of overholding, or if this Lease is terminated as hereinafter provided, Prairieland shall surrender to the City possession of the Exhibition Grounds, the Development and the Additional Development, and all additions, alterations and improvements made thereon and therein and all of the rights of Prairieland under this Lease shall be terminated; but Prairieland shall, notwithstanding such termination, be liable to the City for any loss or damage suffered by the City by reason of any default of Prairieland. Upon expiration, termination or surrender of this Lease, Prairieland shall assign to the City the benefit of any and all rights and other privileges accruing to the Exhibition Grounds, the Development or Additional Development or Prairieland's interest therein.

#### Part IV

#### The Development

#### 4.01 **Construction**

Prairicland shall commence construction of the Development just so soon as is reasonably practicable and economically feasible, utilizing due diligence, and shall construct and complete the Development on the Exhibition Grounds expeditiously and in a workmanlike manner by the Completion Date in accordance with the Plans.

#### 4.02 Approval of Plans and Specifications

All Plans for the Development, and any addition, alteration or improvement thereto, are subject to the prior written approval of the Council of the City. Provided the Plans comply with paragraph 8.01 hereof, the City agrees that such approval shall not be arbitrarily or unreasonably withheld. In the event that Prairieland disputes any decision of the City pursuant to this paragraph, it is expressly agreed that such dispute shall be settled through arbitration pursuant to the provisions of *The Arbitration Act* of the Province of Saskatchewan, and that settlement in such fashion shall be final and binding upon the City and Prairieland.

#### 4.03 Cost of Construction

All construction costs and other expenses related to the Development, of whatsoever nature or kind, shall be borne solely by Prairieland.

#### 4.04 Completion Date

Prairieland shall cause the Development to be substantially completed no later than the 1st day of March, 2000.

#### 4.05 Extension of Time for Construction

If Prairieland:

- (a) is not in default of payment of Rent or the performance of the obligations of this Lease; and,
- (b) has been delayed in constructing the Development by reason of strike, lockout, governmental restriction, act of God, or similar causes, or any other cause beyond the control of Prairieland, including economic causes, and the delay is such as to render it unlikely or uncertain that the Development will be substantially completed in accordance with 4.04 hereof; and,
- (c) has used all reasonable diligence to overcome such delays,

then Prairieland may at any time apply to the City for an extension of the time for compliance with 4.04 hereof.

#### 4.06 Conditions Precedent to Commencement of Construction

Before commencing any work on the Exhibition Grounds for the construction of the Development, the following conditions precedent shall have been satisfied:

- (a) Prairieland shall prepare and submit the Plans to the City and the City shall have approved the same; and,
- (b) Prairieland shall have submitted to the City proof of the insurance referred to in 11.01 hereof; and,
- (c) Prairieland shall have submitted to the City satisfactory evidence that all arrangements and approvals necessary for and associated with any severance or division of the Exhibition Grounds have been secured; and,
- (d) Prairieland shall have paid and shall have submitted to the City satisfactory evidence of the payment of all costs required to be made by Prairieland in accordance with 6.03 and 9.01 hereof, and associated with any severance of the Exhibition Grounds, or the preparation and servicing of the Exhibition Grounds.

#### 4.07 Duties of Prairieland in Construction

Prairieland shall perform and comply with the following covenants and requirements in construction of the Development:

(a) the Development shall be constructed in all respects in accordance with the Plans, except to the extent that any requirements of this Lease shall have been waived or varied by the City in writing; and,

- (b) all necessary building permits shall be obtained and all municipal bylaws and legal requirements pertaining to the conduct of the work shall be complied with; and,
- (c) the construction work shall be conducted expeditiously in a good and workmanlike manner and otherwise in accordance with the provisions of this Lease; and,
- (d) Prairieland, through Architects or Engineers, shall properly supervise the work; and,
- (e) any contractor engaged on the work shall be required to observe all provisions of his contract and to furnish and maintain all security, indemnity, insurance and performance bonds required by the contract; and,
- (f) the City and the City's agents and engineers shall at all times have the right to inspect the work and to protest to Prairieland or to Architects or Prairieland's Engineer any default or non-compliance with this Lease, and Prairieland shall forthwith deal with such protest and remedy any default or non-compliance; and,
- (g) the City may require Prairieland to submit at reasonable intervals and at Prairieland's own expense certificates of Architects or Engineers of the standing of the work, the existence and extent of any faults or defects, the value of the work then done and to be done under any contract, the amount owing to any contractor and the amounts paid or retained by Prairieland on any contract, and Prairieland shall also, whenever requested by the City, furnish copies of certificates furnished to Prairieland by contractors or by Architects or Engineers in connection with construction; and,
- (h) Prairieland shall promptly pay all proper accounts for work done or materials furnished under all contracts which Prairieland has entered into relating to the construction of the Development, but this shall not prevent Prairieland from retaining any amounts claimed due which Architects have not certified to be due, or which are properly and reasonably retained to secure the performance of any work or the correction of any defect or which in the opinion of Architects are reasonably retained in anticipation of damages arising from any contractor's default, or which are required to be retained under provisions of the Builders' Lien Legislation of the Province of Saskatchewan; and,
- (i) the Development shall be substantially completed on or before the expiration of the date stipulated in 4.04 hereof, or as such date may be extended pursuant to 4.05 hereof.

#### 4.08 Entry During Construction

The City, its architects, agents and employees may, upon giving reasonable notice to Prairieland of its intention to do so, enter the Exhibition Grounds and the Development at all reasonable times during the course of construction and during construction of all replacements, major structural alterations, additions, changes, substitutions or improvements for the purpose of inspection and ascertaining whether the work conforms with the Plans approved by the City from time to time. Upon giving reasonable notice to Prairieland, the City at all reasonable times may enter the Exhibition Grounds and the Development for the purpose of inspecting the Development and for such other purposes as the City, at its sole discretion, may consider necessary for the protection of its interest under this Lease.

#### Part V Additional Development

#### 5.01 Construction of Additional Development

Prairieland may elect to proceed with construction of the Additional Development upon the Exhibition Grounds at such time or times as it considers appropriate, if at all, and any and all such construction of the Additional Development shall be undertaken and performed in a workmanlike manner and in accordance with the Additional Development Plans.

#### 5.02 Approval of Additional Development Plan

All Additional Development Plans for the Additional Development, and any addition, alteration or improvement thereto, are subject to the prior written approval of the Council of the City, and the provisions of paragraph 4.02 respecting the approval of Plans shall be applicable hereto *mutatis mutandis*.

#### 5.03 Cost of Construction of Additional Development

All construction costs and other expenses related to the Additional Development, of whatsoever nature or kind, shall be borne solely by Prairieland.

#### 5.04 Completion of Additional Development

Prairieland, having opted to proceed with construction of the Additional Development, shall proceed expeditiously and continuously with any and all such construction, so that the Additional Development shall be completed just so soon as is reasonably practicable following the commencement of any such construction.

#### 5.05 **Construction of the Additional Development**

Paragraphs 4.05 to 4.08, inclusive, of Part IV of this Lease shall apply, *mutatis mutandis*, to the completion and construction of the Additional Development.

#### Part VI Payment of Rent

#### 6.01 Annual Rent

Prairieland, in each year during the Term of this Lease, shall pay to the City an annual Rent, in advance, in the amount of One Hundred (\$100.00) Dollars.

#### 6.02 Payment of Rent

The annual Rent payable under paragraph 6.01 hereof shall be paid to the City in advance on each anniversary of the effective date of this Lease. The first such payment shall be made on the 1st day of March, 1995, and so on for the Term of this Lease. All payments of Rent shall be made to the City at the office of the Land Manager of The City of Saskatoon, City Hall, Saskatoon, or as the City may otherwise direct by notice.

#### 6.03 Rent to be Net

All Rent required to be paid by Prairieland hereunder shall be paid without any deduction, abatement or set-off whatsoever, it being the intention of the parties to this Lease that all expenses, costs, payments and outgoings incurred in respect of the Exhibition Grounds, or the Development, or the Additional Development, or any improvements on the Exhibition Grounds, the Development, or the Additional Development, or for any other matter affecting the Exhibition Grounds, the Development, or the Additional Development shall, unless otherwise expressly stipulated herein to the contrary, be borne by Prairieland. Accordingly, the Rent herein provided shall be absolutely net to the City and free of all abatement, set-off or deduction for realty taxes, charges, rents, assessments, expenses, costs, payments or outgoings of every nature arising from or related to the Exhibition Grounds, the Development, or the Additional Development, and Prairieland shall pay all such taxes, charges, rates, assessments, expenses, costs, payments and outgoings, including, without limiting the generality of the foregoing, all costs in relation to any severance or division of the Exhibition Grounds, the surveying of the Exhibition Grounds, and the preparation and servicing of the Exhibition Grounds, as may be required by law.

#### 6.04 Collection of Other Amounts Due

Any sum, cost, expense or other amount from time to time due and payable by Prairieland to the City under the provisions of this Lease, including sums payable by way of indemnity, and whether expressed to be Rent or not, may, at the option of the City, be treated as and deemed to be Rent, in which event the City shall have all remedies for the collection of such sums, when in arrears, as are available to the City for the collection of Rent in arrears.

#### 6.05 Interest on Amounts in Arrears

When Rent or any other amount payable hereunder by Prairieland to the City is in arrears, such Rent or amount shall bear interest at the Percentage Rate until paid, and the City shall have all remedies for the collection of such interest, if unpaid after demand, as in the case of Rent in arrears, but this stipulation for interest shall not prejudice or affect any other remedy of the City under this Lease.

#### Part VII Ownership of the Exhibition Grounds, the Development, the Additional Development and Fixtures

# 7.01 Prairieland's Ownership of the Exhibition Grounds, the Development and Additional Development

Subject to 7.02 hereof, the Exhibition Grounds, the Development, the Additional Development and all other fixed improvements which Prairieland may construct, or cause to be constructed, upon the Exhibition Grounds from time to time are and shall be fixtures to the Exhibition Grounds and are intended to be and become the absolute property of the City upon the expiration or termination of this Lease for any reason, but shall be deemed, as between the City and Prairieland during this Lease, to be the separate property of Prairieland and not of the City but subject to and governed by all the provisions of this Lease applicable thereto notwithstanding such rights of Prairieland.

#### 7.02 **Ownership of the Tenants' Fixtures**

7.01 hereof shall not be construed to prevent Prairieland from retaining the right of property in, or the right to remove fixtures or improvements which are of the nature of usual tenants' fixtures and normally removable by tenants and which are not part of the structure or any essential part of the Exhibition Grounds, the Development, the Additional Development or any building services. Prairieland shall make good any damage to the Exhibition Grounds, the Development, the Additional Development or building services caused by any such removal of tenants' fixtures.

#### 7.03 City's Priority over Other Interests

The City's absolute right of property in the Exhibition Grounds, the Development, the Additional Development and other fixed improvements upon the Exhibition Grounds that will arise upon the termination of this Lease shall take priority over any other interest in the Exhibition Grounds, the Development, the Additional Development and fixed improvements that may now or hereafter be created by Prairieland except as shall be agreed to by the City in writing from time to time, and all dealings by Prairieland with the Exhibition Grounds, the Development, the Additional Development or such fixed improvements which in any way affect title thereto shall be made expressly subject to this right of the City, unless the City has agreed otherwise in writing, and Prairieland shall not assign, encumber or otherwise deal with the Exhibition Grounds, the Development, the Additional Development or such fixed improvements separately from any permitted dealing with the leasehold interest under this Lease, to the intent that no person shall hold or enjoy any interest in this Lease acquired from Prairieland who does not at the same time hold a like interest in the Exhibition Grounds, the Development, the Additional Development and the fixed improvements, unless the City agrees otherwise in writing.

#### Part VIII Use of the Exhibition Grounds, the Development and the Additional Development

#### 8.01 **Restricted Uses**

The Exhibition Grounds shall not be used for any purpose other than the facilitation and promotion in the City of Saskatoon, and North-Central Saskatchewan, of agriculture, industry, education, culture, entertainment and sporting activities, and all things necessary and incidental thereto, including all those activities which a society within the meaning of *The Agricultural Societies Act* of the Province of Saskatchewan is authorized to undertake, and, in further consideration of this Lease, Prairieland agrees that it shall so facilitate and promote all such activities. Except as is expressly provided in this Agreement, Prairieland shall not use the Exhibition Grounds or permit them to be used for any other purpose, and, without limitation, Prairieland shall not permit or suffer any industrial or residential use of the Exhibition Grounds.

#### 8.02 Summer Fair and Exhibition

Prairieland agrees that it shall annually, throughout the Term, conduct and stage upon the Exhibition Grounds an agricultural and industrial "Summer Fair" and exhibition, including all such exhibitions, demonstrations, competitions, performances, entertainments and other activities as are traditionally associated with a "Summer Fair".

#### 8.03 Non-Exclusive Use

Prairieland acknowledges that a portion of the Exhibition Grounds is currently being utilized, with the knowledge and consent of the City, by The Saskatoon Golf and Country Club Limited (the "Club"), and agrees to grant unto the Club, and its employees, servants, agents, members, invitees, licensees, successors and assigns, without charge, a license to use all that portion of the Exhibition Grounds as is shown outlined in blue on Schedule "B" hereto (the "Licensed Area"), for the purpose of operating and maintaining a golf practice facility thereon. In the first instance, such license shall subsist and continue until:

- (a) the Club advises Prairieland by way of 30 days' written notice that it no longer requires the use of the Licensed Area; or,
- (b) the 31st day of December, 1999;

whichever shall first occur. In the event that the Club desires to extend its use of the Licensed Area beyond December 31, 1999, Prairieland agrees that it shall reasonably negotiate the terms of such an extension with the Club, with a view to accommodating the Club's needs. Should Prairieland and the Club be unable to reach agreement on the terms of any such extension, it is expressly agreed that the terms in dispute shall be settled through arbitration pursuant to the provisions of *The Arbitration Act* of the Province of Saskatchewan, and that settlement in such fashion shall be final and binding upon the parties.

#### 8.04 Circle Drive Extension

Prairieland further acknowledges that the City proposes to extend the Circle Drive right-of-way throughout all that portion of the Exhibition Grounds as is shown cross-thatched in black on Schedule "B" hereto (the "Right-of-Way"), and, accordingly, agrees that no portion of the Development or Additional Development, or other structure, improvement or fixture shall be constructed or erected upon such Right-of-Way. At such time as the Right-of-Way is required by the City for the construction of the Circle Drive roadway, Prairieland shall peaceably yield-up and surrender possession of the Right-of-Way to the City without charge or compensation of any kind whatsoever, and Prairieland shall have no claim upon the City for the value of the Right-of-Way or the unexpired Term of this Lease pertaining thereto.

#### 8.05 Easements

Throughout the term of this Lease, Prairieland agrees that it shall grant unto the City, without charge, all such utility and other service easements as may be required by the City or other utility agency or service. The City agrees that any and all such service easements shall be located in such a fashion as will minimize the effect upon the Exhibition Grounds, the Development or the Additional Development, and, in any event, agrees to restore the Exhibition Grounds, the Development or the Additional Development to their former condition upon completion of any such service installation.

#### 8.06 Conduct of Activities

Prairieland shall ensure and cause all activities carried on upon the Exhibition Grounds to be conducted throughout the Term in an up-todate, first-class, reputable and lawful manner.

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#### Part IX General Covenants of Prairieland

Prairieland covenants with the City as follows:

#### 9.01 Acceptance of the Lease

Upon the commencement of this Lease, Prairieland accepts the Exhibition Grounds "as is" knowing its condition, and agreeing that the City has made no representation, warranty or agreements affecting same, and Prairieland agrees that the City is not obliged to furnish any services or facilities (excepting all those public utility services made available by the City for a charge pursuant to separate agreement concluded between the City and the consumer of such services) or to make repairs or alterations in or to the Exhibition Grounds or the Development or Additional Development, Prairieland hereby assuming full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Exhibition Grounds and the Development and Additional Development; Prairieland acknowledges that upon it having taken possession of the Exhibition Grounds that Prairieland will be considered for all purposes to have accepted the Exhibition Grounds in its existing condition and that Prairieland shall then, at the exclusive cost of Prairieland:

- (a) enter into all arrangements and pay all costs associated with any severance or subdivision of the Exhibition Grounds from the Retained Lands; and,
- (b) do or cause to be done and pay for any necessary site preparation or servicing of the Exhibition Grounds; and,
- (c) pay all approval fees and other costs associated with any severance or subdivision of the Exhibition Grounds, as may be required by law.

#### 9.02 Payment of Rent

To pay the Rent hereby reserved on the days and in the manner herein provided.

#### 9.03 **Taxes and Other Fees**

Where required by law, to pay all taxes, rates (including local improvement rates), special, municipal and other levies, duties, assessments and license fees that may be levied, rated, charged or assessed against the Exhibition Grounds, the Development or Additional Development, including all equipment thereon, and improvements thereto, and against any property on the Exhibition Grounds or the Development or Additional Development brought thereon by Prairieland or by anyone acting under the authority of Prairieland, whether such rates, levies, duties, charges, assessments and license fees are charged by municipal, parliamentary or other authority during the Term hereof. All municipal taxes and local improvement rates shall be apportioned between the parties hereto for the first and last years of the Term. Prairieland shall have the right, at its own expense and without cost to the City, to contest by appropriate legal proceedings the validity of any tax, levy, rate (whether local improvement rate or otherwise), assessment or other charge referred to in this paragraph, and if such tax, levy, rate, assessment or other charge may legally be postponed without subjecting the City to any liability of any nature whatsoever for failing to make payment, Prairieland may postpone such payment until the determination of such proceedings, provided that such proceedings shall be conducted with all due diligence and dispatch.

#### 9.04 Service Charges

To pay all charges for electric current, water, sewer, gas, light, heat, power, telephone or other similar service used in connection with the Exhibition Grounds or the Development or Additional Development or the activities carried on there by Prairieland.

#### 9.05 Repairs

At its own expense to keep in good order and condition throughout the Term the Exhibition Grounds and the Development and Additional Development both inside and outside, including but not limited to fixtures, walls, foundations, roof, vaults, elevators and similar devices, heating and cooling equipment, sidewalks, yards and other like areas, water and sewer mains and connections, water, steam, gas and electric pipes and conduits, and all other fixtures in and appurtenances to the Exhibition Grounds and the Development and Additional Development and all machinery and equipment used or required in their operation, whether or not enumerated herein, and, in the same manner and to the same extent as a prudent owner, to make all necessary repairs, replacements, alterations, additions, changes, substitutions and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and to keep the Exhibition Grounds, the Development and Additional Development usable for all the purposes for which the Exhibition Grounds, the Development and Additional Development were erected and the appurtenances and equipment were supplied and installed. The repairs will be in all respects to a standard equal in quality of material and workmanship to the original work and material in the Exhibition Grounds, the Development and Additional Development and will meet the requirements of municipal and government authorities and any fire insurance underwriter. Prairieland will not commit or allow waste or injury to the Exhibition Grounds or the Development or Additional Development and will not use or occupy or permit to be used or occupied the Exhibition Grounds or the Development or Additional Development for any unlawful purpose, or in a manner that results in the cancellation of insurance, or in the refusal of an insurer to issue insurances requested. Prairieland, at all times at its

own expense, shall keep the Exhibition Grounds and the Development and Additional Development in good condition and repair, and will not injure or disfigure the Exhibition Grounds or the Development or Additional Development or allow them to be injured or disfigured in any way, and at the expiration or termination of this Lease Prairieland, except as otherwise expressly provided in this Lease, will surrender and deliver up the Exhibition Grounds and the Development and Additional Development or any replacement thereof or substitution therefore in good order and condition. Prairieland will not call upon the City at any time to make repairs to or replacements of any part of the Exhibition Grounds or the Development or Additional Development, or any alteration, addition, change, substitution or improvement, whether structural or otherwise, this being a net lease. The intention of this Lease is that the Rent received by the City is free and clear of all expenses in connection with the construction, care, maintenance, operation, repair, replacement, alteration, addition, change, substitution and improvement of or to the Exhibition Grounds or the Development or Additional Development.

#### 9.06 Right of Entry

To permit the City, upon reasonable notice given by the City, to enter and view the state of repair of the Exhibition Grounds and the Development and Additional Development, and Prairieland shall with due diligence repair the Exhibition Grounds and the Development and Additional Development in accordance with any notice given to Prairieland by the City, failing which, the City or its agent, may, but shall not be obliged to do so, undertake such repair, and all costs incurred in connection therewith shall be due and payable forthwith by Prairieland as additional Rent.

#### 9.07 Indemnity

To indemnify and save harmless the City against all actions, suits, claims, damages, costs and liability, and loss of every nature arising during the Term out of:

- (a) any breach of or non-compliance with a covenant, agreement or condition on the part of Prairieland contained in this Lease; and,
- (b) any injury to a person, occurring in or upon the Exhibition Grounds or the Development or Additional Development, including death resulting from the injury; and,
- (c) any damage to or loss of property arising out of the use and occupation of the Exhibition Grounds or the Development or Additional Development.

The obligations of Prairieland to indemnify the City under this paragraph are to survive the termination of this Lease in respect of every event during the Term.

# 9.08 Surrender of Exhibition Grounds, Development and Additional Development

At the expiration of the Term, peaceably to surrender and yield up to the City the Exhibition Grounds and the Development and Additional Development and all fixtures and equipment thereon in good and substantial repair and condition, save as provided elsewhere in this Lease.

#### 9.09 Maintenance

At all times during the Term to keep and maintain the Exhibition Grounds and the Development and Additional Development in a neat, clean, sanitary, orderly and attractive condition and not to permit refuse, garbage, waste or other loose or objectionable material to accumulate in or upon the Exhibition Grounds or the Development or Additional Development.

#### 9.10 **Observance of Laws and Regulations**

Not to violate, or permit any employee, officer, invitee, licensee or other person visiting or doing business on the Exhibition Grounds or the Development or Additional Development to violate any law or ordinance or any order, rule, regulation or requirement of any federal, provincial or municipal government or department, commission, board or officer thereof, and promptly to comply with all such laws, ordinances, orders, rules, regulations or requirements when required by law to do so, and to apply for, obtain and maintain in good standing such licenses and certificates as are necessary for the carrying on of Prairieland's activities.

#### 9.11 Distress

None of the goods or chattels of Prairieland at any time during the continuance of the Term hereby created on the Exhibition Grounds or the Development or Additional Development shall be exempt from levy by distress for Rent in arrears or for any other sums that may become payable under this Lease, and upon any claim being made for such exemption by Prairieland on distress being made by the City, this covenant may be pleaded as an estoppel against Prairieland in any action brought to test the right to levy upon such goods and chattels as are exempted in any legislation of the Province of Saskatchewan, Prairieland waiving every benefit that might have accrued to it by virtue of the provision of any Act but for the above covenant.

#### 9.12 **Payments of Municipal Taxes**

To pay, where required by law, all municipal taxes levied during the Term.

#### 9.13 Waste and Nuisance

Not to do, suffer or permit any waste, damage, disfiguration or injury to the Exhibition Grounds or the Development or Additional Development or the fixtures and equipment thereon or therein, or to do, suffer or allow any overloading of the floors thereof, and not to use or permit the use of any part of the Exhibition Grounds or the Development or Additional Development for any dangerous, noxious or offensive trade or activity and not to cause, maintain or permit any waste or nuisance on the Exhibition Grounds or the Development.

#### Part X Covenants of the City

#### 10.01 Quiet Enjoyment

The City covenants with Prairieland that if Prairieland pays the Rent hereby reserved and observes and performs all the covenants and provisos of this Lease on the part of Prairieland to be observed and performed, Prairieland shall and may peaceably possess and enjoy the Exhibition Grounds and the Development and Additional Development for the Term hereby granted, without any interruption or disturbance from the City, or any other persons lawfully claiming by, from or under the City.

#### 10.02 **Observance of Covenants**

The City covenants to observe all of the covenants, terms and provisions of this Lease on the part of the City to be observed and performed.

#### Part XI

#### Insurance

#### 11.01 Liability Insurance

Prairieland shall place, maintain and keep in force during the Term of this Lease general liability insurance in the joint names of the City and Prairieland protecting both the City and Prairieland (without any rights of cross claim or subrogation against the City) against claims for personal injury, death or property damage or other third party or public liability claims arising from any accident or occurrence upon, in or about the Exhibition Grounds, the Development or Additional Development and from any cause, including the risks occasioned by the construction of the Development or Additional Development, to an amount of not less than \$5,000,000.00 for any personal injury, death, property or other claims in respect of any one accident or other occurrence.

#### 11.02 Insurance Against Fire and Other Perils

Prairieland shall effect and continuously maintain in force throughout the Term of this Lease, insurance upon the Exhibition Grounds, the Development, the Additional Development and all fixtures and improvements erected upon the Exhibition Grounds and the Development and Additional Development in the joint names of the City and Prairieland protecting both the City and Prairieland (without any rights of cross claim or subrogation against the City) from loss or damage caused by:

- (a) fire; and,
- (b) risks normally insured against in the Province of Saskatchewan for buildings of construction, location and use similar to those situate upon the Exhibition Grounds or comprising the Development or Additional Development; and,
- (c) risks which are normally covered by prudent owners of similar property in the Province of Saskatchewan.

The insurance shall be for the full insurable value of such buildings and property and the replacement value of fixtures and improvements (exclusive of the cost of foundations) and shall in any case be for an amount sufficient to prevent the City being considered a co-insurer. The policies of insurance effected under this paragraph shall, if the City directs, include the interest of any mortgagees or encumbrancers of Prairieland's leasehold interest.

#### **11.03 Premiums and Proof of Insurance**

Prairieland shall pay all premiums and costs of all insurance required to be effected by Prairieland under the provisions of this Lease, and shall from time to time, as may be required, keep on file with the City certified copies of insurance policies, renewal contracts and other documents, sufficient to show and establish accurately at all times the current state of policies in force, and, in particular, shall submit to the City before the expiration of every current policy, evidence of the renewal of such policy or the issuance of a replacement policy and of the payment of all premiums due for such renewal or replacement, and shall promptly notify the City of any cancellation or intended cancellation by any insurer of any policy or any circumstances known to Prairieland materially affecting its insurance coverage. Prairieland shall not cancel any policy of insurance without the prior written consent of the City. Each policy shall provide that no cancellation shall be effected without prior notice by the insurer to the City.

#### 11.04 Form of Policy

All policies of insurance required to be taken out by Prairieland in accordance with the terms of this Lease shall be taken out with insurers acceptable to the City and on policies in form satisfactory from time to time to the City. Prairieland agrees that certificates of insurance or, if required by the City, certified copies of each such insurance policy will be delivered to the City as soon as practicable after placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the City in writing not less than 30 days prior to any material change in terms, cancellation or other termination thereof.

#### Part XII Damage or Destruction of the Exhibition Grounds, the Development or Additional Development

#### 12.01 Term and Rent Unaffected

The Term and Prairieland's obligations to pay Rent, and all other sums payable by Prairieland under the provisions of this Lease, shall not be affected, nor shall such Rent abate or be diminished, in the event of damage to or destruction of the Exhibition Grounds, the Development or Additional Development, or any fixtures or improvements upon the Exhibition Grounds or the Development or Additional Development, regardless of the cause or extent thereof and Prairieland hereby waives the provisions of any statute or rule of law to the contrary now or hereafter in effect, it being the intent of the parties to this Lease that the Exhibition Grounds, the Development and Additional Development and all fixtures and improvements on the Exhibition Grounds and the Development and Additional Development shall be at the risk of Prairieland.

#### 12.02 Partial Damage or Destruction

If the Exhibition Grounds, the Development or Additional Development is destroyed or damaged, but in the opinion of Architects (as certified by them to the City), it is practicable and economic to rebuild or restore the Exhibition Grounds, the Development or Additional Development with changes or alterations, and if Prairieland desires to make such changes or alterations, then all such proposed changes or alterations shall be submitted to the Council of the City for written approval, and no such changes or alterations shall be made without the approval of the City in writing. The provisions of paragraph 4.02 hereof pertaining to the approval of Plans shall be applicable to this paragraph *mutatis mutandis*.

#### 12.03 Standard of Repairs and Replacements

Should the Exhibition Grounds or the Development or any Additional Development be destroyed, Prairieland shall expeditiously reconstruct such Exhibition Grounds, Development and/or Additional Development, or any part thereof, with a new structure(s), and any replacement, repair or reconstruction of such Exhibition Grounds, Development and/or Additional Development, or any part of the Exhibition Grounds, Development and/or Additional Development, shall be done in compliance with Part XIII hereof.

# 13.01 Repair of Exhibition Grounds, Development and Additional Development

Prairieland shall throughout the Term of this Lease, at Prairieland's own expense, keep in good and tenant-like repair the Exhibition Grounds, the Development, the Additional Development and all structures, improvements and fixtures at any time erected thereon (including all building equipment, fixtures, elevators, heating, air-conditioning and plumbing apparatus, and the sidewalks, parking areas and electric lighting fixtures and equipment) whether such repairs are interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, excepting from such standard of repair reasonable wear and tear to the extent only that such reasonable wear and tear is not inconsistent with the maintenance in good order and condition of the Exhibition Grounds generally. The word "repairs" shall include replacements and renewals when necessary. All repairs made by Prairieland shall be equal in quality to the original work.

# 13.02 Maintenance of the Exhibition Grounds, Development and Additional Development

Prairieland shall, throughout the Term of this Lease, maintain the Exhibition Grounds, Development and Additional Development and all fixtures and improvements from time to time upon the Exhibition Grounds in a clean and orderly condition, free from any accumulation of dirt, rubbish or water; and, specifically agrees that it shall provide, construct and install, and thereafter maintain, a storm water drainage system upon the Exhibition Grounds which satisfactorily meets the requirements of the site, determined in accordance with generally accepted engineering practices.

#### 13.03 Maintenance of Chattels

Prairieland shall, throughout the Term of this Lease, keep or cause to be kept in good order and condition, reasonable wear and tear excepted, all chattels located in or about the Exhibition Grounds and the Development and Additional Development.

#### 13.04 City has no Obligation to Repair and Maintain

The City is not obliged to furnish any services or facilities (excepting all those public utility services made available by the City for a charge pursuant to separate agreement concluded between the City and the consumer of such services) or to make repairs or alterations, or to maintain the Exhibition Grounds or the Development or Additional Development, and Prairieland hereby assumes full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Exhibition Grounds and the Development and Additional Development.

#### 13.05 City's Right to Order Repair

Prairieland shall promptly, upon notice from the City, make and do all repairs and maintenance which Prairieland has hereunder covenanted to perform.

#### Part XIV Builders' Liens

#### 14.01 **Prevention of Registration of Liens**

Prairieland shall not suffer or permit any lien under the Builders' Lien Legislation or any like legislation to be filed or registered against the Exhibition Grounds or the Development or Additional Development, by reason of work, labour, services or materials supplied or claimed to have been supplied to Prairieland, or anyone holding any interest in any part thereof, through or under Prairieland. If any such lien is filed or registered at any time, Prairieland shall procure registration of its discharge within 30 days after the lien has come to the notice or knowledge of Prairieland; but, if Prairieland desires to contest in good faith the amount or validity of any lien and so notifies the City, and if Prairieland deposits with the City, or pays into court to the credit of any lien action, the amount of the lien claimed, then Prairieland may defer payment of such lien claimed for a period of time sufficient to enable Prairieland to contest the claim with due diligence, provided always that neither the Exhibition Grounds nor the Development, nor the Additional Development, nor any part thereof, nor Prairieland's leasehold interest therein, shall thereby become liable to forfeiture or sale. The City may, but shall not be obliged to, discharge any lien filed or registered at any time if in the City's judgment the Exhibition Grounds or the Development or the Additional Development or any part thereof, or Prairieland's interest therein, becomes liable to any forfeiture or sale or is otherwise in jeopardy, and any amount paid by the City in so doing, together with all reasonable costs and expenses of the City shall be reimbursed to the City by Prairieland on demand, together with interest at the Percentage Rate from the date incurred until paid, and may be recovered as Rent in arrears. Nothing herein contained shall authorize Prairieland, or imply any consent or agreement on the part of the City, to subject the City's estate and interest in the Exhibition Grounds, the Development or Additional Development to any lien.

#### Part XV Inspection by the City

#### 15.01 Inspection by the City

The City, its employees and agents shall, upon giving reasonable notice to Prairieland, be entitled to inspect the Exhibition Grounds and the Development and Additional Development at any time during usual business hours for the purpose of ascertaining the condition or state of repair thereof, or verifying that the provisions of this Lease are being complied with, and Prairieland shall, upon reasonable notice, permit access for this purpose.

Part XVI Dealings with the Exhibition Grounds, the Development and Additional Development

#### 16.01 Rights of the City

Nothing contained in this Lease prohibits or restricts the City or implies any prohibition or restriction from assigning, encumbering or otherwise dealing with its reversionary interest in the Exhibition Grounds and the Development and Additional Development, but subject always to this Lease and the rights of Prairieland hereunder.

#### 16.02 Subletting

Prairieland may, from time to time, with the prior written consent of the City in each case, but only for the purposes described in 8.01 hereof, enter into subleases of a portion or portions of the Exhibition Grounds, the Development or Additional Development, provided that:

- (a) no such sublease shall be for a term (taking into account any renewals and extensions) which shall extend beyond the expiration of the Term of this Lease;
- (b) nothing herein contained shall authorize Prairieland, or imply any consent or agreement on the part of the City, to subject the City's estate or interest in the Exhibition Grounds or the Development or Additional Development to any sublease;
- (c) no sublease shall release or impair the continuing obligations of Prairieland hereunder.

#### 16.03 Other Dispositions

Neither Prairieland nor any lessee, assignee or encumbrancer of Prairieland may assign or mortgage or encumber the Exhibition Grounds and the Development or Additional Development, or any part thereof, without the prior written consent of the City in each case, which consent, despite any statutory provision to the contrary, may be arbitrarily withheld. Notwithstanding the foregoing, should Prairieland desire to encumber the Exhibition Grounds by way of mortgage so as to facilitate the construction and provision of the Development or the Additional Development, the City agrees that the consent required with respect to any such mortgage shall not be unreasonably withheld. The consent by the City to an assignment, mortgage or encumbrance will not constitute a waiver of its consent to any subsequent assignment, mortgage or encumbrance. This prohibition against assignment, mortgage or encumbrance by operation of law. If this Lease is assigned in any case without the consent of the City when required, the City may collect rent from the assignee and apply the net amount collected to the Rent herein reserved, but no such assignment or collection shall be considered a waiver of this covenant, or an acceptance of any such assignment. Despite an assignment, Prairieland remains fully liable under this Lease. An assignment of this Lease, if consented to by the City, will be prepared by Prairieland and all legal costs of its preparation will be paid by Prairieland.

#### 16.04 Additional Conditions Affecting Assignment by Prairieland

No assignment of this Lease, except an assignment by way of mortgage and to which 16.03 applies, shall be made by Prairieland unless the assignee expressly covenants and agrees with the City to perform and observe all Prairieland's covenants under this Lease and unless the assignee of the interest of Prairieland under this Lease receives an assignment of all of Prairieland's rights relating to the Exhibition Grounds and to the Development and Additional Development.

#### 16.05 Prairieland to Comply with Obligations

Prairieland shall observe and perform all Prairieland's obligations incurred in respect of assignments, subleases, mortgages and encumbrances of Prairieland's leasehold interest and Prairieland's interest in the Exhibition Grounds and the Development and Additional Development, and shall not suffer or allow any such obligations to be in default, and if any such default occurs the City may, but shall not be obliged to, rectify such default for the account of Prairieland, and any amount paid by the City in so doing, together with all reasonable costs and expenses of the City, shall be reimbursed to the City by Prairieland on demand together with interest at the Percentage Rate from the date incurred until paid, and may be recovered as if it were Rent in arrears.

#### 16.06 Acknowledgments by City

The City shall promptly, and whenever requested by Prairieland, execute an acknowledgement or certificate in favour of any actual or prospective assignee, sublessee, mortgagee or encumbrancer of Prairieland's interest permitted by this Lease, acknowledging or certifying the status of this Lease, any modifications of this Lease, any breaches of covenant known to the City, and the state of the Rent account, with the intent that any such knowledge or certificate may be relied upon by any person to whom it is addressed.

#### Part XVII Indemnity of the City

## 17.01 Exemption of the City from Liability

The City shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by Prairieland, or any employee, agent, lessee, assignee, invitee or licensee of Prairieland, or any other person who may be upon the Exhibition Grounds or the Development or Additional Development, or for any loss, theft, damage or injury to any property upon the Exhibition Grounds or the Development or Additional Development howsoever caused.

#### 17.02 Indemnity of the City by Prairieland

Prairieland shall indemnify the City against all claims by any person arising from the operation of or any defect or want of repair in the Exhibition Grounds or the Development or Additional Development, or any want of maintenance thereof, or anything done or omitted on or in the Exhibition Grounds or the Development or Additional Development, or any other thing whatsoever, arising from any breach or default or from any negligence by Prairieland, Prairieland's agents, contractors, employees, invitees, lessees, assignees or licensees or from any accident, injury or damage or any other cause whatsoever, and such indemnity shall extend to all costs, counsel fees, expenses and liabilities which the City may incur with respect to any such claims.

#### Part XVIII Default of Prairieland

#### 18.01 Bankruptcy or Insolvency of Prairieland

If during the Term of this Lease Prairieland makes an assignment for the benefit of creditors, or assigns in bankruptcy, or takes advantage in respect of Prairieland's own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of a bankrupt or insolvent debtor, or if a receiving order is made against Prairieland, or if Prairieland is adjudged bankrupt or insolvent, or if a liquidator or receiver of any property of Prairieland is appointed by reason of any actual or alleged insolvency or any default of Prairieland under any mortgage or other obligation, or if the interest of Prairieland in the Exhibition Grounds or the Development or Additional Development becomes liable to be taken or sold under any writ of execution or other like process and remains undischarged for 30 days, then the occurrence of any such contingency shall be deemed to be a breach of this Lease, and at the option of the City, this Lease may be terminated and shall expire as fully and completely as if the date of the happening of such default was the date herein fixed for the expiration of the Term of this Lease, and Prairieland shall guit and surrender the Exhibition Grounds and the Development and Additional Development to the City, but shall, notwithstanding, remain liable for any loss or damage suffered by the City.

#### 18.02 **Re-Entry on Certain Defaults by Prairieland**

- If:
- (a) Prairieland defaults in the payment of Rent or any other sums required to be paid to the City by any provision of this Lease, and such default continues for 15 days after notice thereof is given by the City to Prairieland; or
- (b) Prairieland defaults in performing or observing any of its other covenants or obligations under this Lease, or any contingency occurs which by the terms of this Lease constitutes a breach hereof or confers upon the City the right to re-enter or require the forfeiture or termination of this Lease, and the City gives Prairieland notice of such default or the happening of such contingency, and at the expiration of 30 days after the giving of such notice the default or contingency continues to exist; or
- (c) this Lease expires or is forfeited or is terminated by any other provision in it contained,

then the City or the City's agents or employees may immediately or at any time thereafter:

- (a) re-enter the Exhibition Grounds and the Development and Additional Development; and,
- (b) remove all persons and their property therefrom either by summary eviction proceedings or by any other suitable action or proceedings at law, equity or otherwise, without being liable to any prosecution or damages therefore; and,
- (c) repossess and enjoy the Exhibition Grounds and the Development and Additional Development and all fixtures and improvements thereon,

without such re-entry and repossession working a forfeiture or waiver of the Rents to be paid and the covenants to be performed by Prairieland up to the date of such re-entry and repossession.

#### 18.03 City May Perform Prairieland's Obligations

Without limiting any other remedy which the City may have, the City shall have the right at all times to enter the Exhibition Grounds and the Development and Additional Development for the purpose of curing any defaults of Prairieland, and no such entry for such purpose shall be deemed to work a forfeiture or termination of this Lease, and Prairieland shall permit such entry. The City shall give not less than seven days' notice to Prairieland of its intention to enter for such purpose but may enter upon a shorter period of notice or without notice where, in the City's reasonable judgment, there is a real or apprehended emergency or danger to persons or property, or where any delay in remedying such default would or might materially prejudice the City. Prairieland shall reimburse the City upon demand for all expenses incurred by the City in remedying any default, together with interest thereon at the Percentage Rate from the date incurred until paid. The City shall be under no obligation to remedy any default of Prairieland, and shall not incur any liability to Prairieland for any action or omission in the course of its remedying or attempting to remedy any such default.

#### 18.04 Right to Relet

If the City re-enters as herein provided, it may either terminate this Lease or it may from time to time without terminating Prairieland's obligations under this Lease, make alterations and repairs considered by the City necessary to facilitate reletting, and relet the Exhibition Grounds or the Development and/or Additional Development or any part thereof as agent of Prairieland for such term or terms and at such rental or rentals and upon such other terms and conditions as the City, in its reasonable discretion, considers advisable. Despite a reletting without termination, the City may elect at any time to terminate this Lease for a previous breach.

#### 18.05 Expenses

If the City terminates this Lease for any breach, in addition to any other remedies it may have, it may recover from Prairieland all damages it incurs by reason of the breach including the cost of recovering the Exhibition Grounds and the Development and Additional Development, together with all reasonable legal fees.

#### 18.06 Legal Expenses

If the City brings an action against Prairieland arising from an alleged breach of a covenant or condition of this Lease to be complied with by Prairieland, and the Court establishes that Prairieland is in breach of the covenant or condition, Prairieland will pay to the City all expenses incurred by the City in the action including reasonable legal fees.

#### 18.07 Distress

Prairieland covenants with the City in consideration of the making of this Lease that despite anything contained in *The Landlord and Tenant Act* of the Province of Saskatchewan and other applicable legislation, none of the goods and chattels of Prairieland on the Exhibition Grounds or the Development or Additional Development is exempt from levy by distress for Rent in arrears, and that upon a claim being made for exemption by Prairieland or on distress being made by the City, this section may be pleaded as an estoppel against Prairieland in an action brought to test the right to levy upon goods named as exempted.

#### 18.08 Notice To and Remedies of Mortgagees and Encumbrancers of Prairieland's Interest

The City covenants that:

- no re-entry, forfeiture or termination of this Lease by the City shall (a) be valid against a mortgagee or encumbrancer of Prairieland's interest permitted by the terms of this Lease who has filed with the City written notice of his encumbrance and specified an address for notice unless the City shall first have given the encumbrancer notice of the default or contingency entitling the City to re-enter, terminate or forfeit this Lease and of the City's intention to take such proceedings, and requiring the encumbrancer to cure the default. The encumbrancer shall thereafter have a specified period, which shall be the shortest period necessary to cure the default with the application of due diligence, but which shall not be less than three months, and shall be permitted access to the lands and the Development and Additional Development for that purpose. If the default is cured within the period specified the encumbrancer shall be entitled to continue as tenant for the balance of the Term remaining at the dates of the notice of default, but only if the encumbrancer attorns as tenant to the City and undertakes to be bound by and to perform all of the covenants of this Lease; and,
- (b) if this Lease is subject to termination or forfeiture pursuant to paragraph 18.01 hereof by reason of the bankruptcy or insolvency of Prairieland, Prairieland's default shall be deemed to have been sufficiently cured if, as against Prairieland, the mortgagee or encumbrancer takes possession and control of the Exhibition Grounds and the Development and Additional Development, assumes this Lease, covenants with the City to perform all the obligations of Prairieland under this Lease, and cures any default by Prairieland within the period specified by this Lease; and,
- (c) any re-entry, termination or forfeiture of this Lease made in accordance with the provisions hereof as against Prairieland shall be valid and effectual against Prairieland even though made subject to the rights of any mortgagee or encumbrancer of Prairieland's interest to cure any default of Prairieland hereunder.

#### 18.09 Remedies of the City Are Cumulative

The remedies of the City specified in this Lease are cumulative and are in addition to any remedies of the City at law or equity. No remedy shall be exclusive, and the City may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity. In addition to any other remedies provided in this Lease, the City shall be entitled to restrain by injunction any violation or attempted or threatened violation by Prairieland of any of the covenants hereof.

#### 18.10 Waiver

Failure of the City to insist upon the strict performance of any covenant of this Lease shall not waive such covenant, and the waiver by the City

of a breach of term, covenant or condition of this Lease will not be considered to be a waiver of a subsequent breach of the term, covenant or condition or another term, covenant or condition. The acceptance of Rent or other monies due hereunder by the City with knowledge of any breach of any term, covenant or condition by Prairieland shall not be considered to be a waiver of any preceding breach by Prairieland of the term, covenant or condition of this Lease, regardless of the City's knowledge of the preceding breach at the time of acceptance of the Rent or other monies. No covenant, term or condition of this Lease will be considered to have been waived by the City unless the waiver is in writing signed by the City.

#### Part XIX Expropriation

#### 19.01 Rights of the City on Expropriation

If at any time during the Term of this Lease, the whole or any part of the Exhibition Grounds or the Development or Additional Development shall be taken by any lawful power or authority by the right of expropriation, the City may, at its option, give notice to Prairieland terminating this Lease in its entirety or, only insofar as it affects the part of the Exhibition Grounds or Development or Additional Development taken by the lawful power or authority by right of expropriation, on the date when Prairieland or the City is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, Prairieland shall immediately surrender the Exhibition Grounds and the Development and Additional Development or any part thereof taken by the expropriating authority as the case may be, and all its interests therein, and the Rent shall abate and be apportioned to the date of termination and Prairieland shall forthwith pay to the City the apportioned Rent and all other amounts which may be due to the City up to the date of termination. Prairieland shall have no claim upon the City for the value of its property or the unexpired Term of this Lease, but the parties shall each be entitled separately to advance their claims for compensation for the loss of their respective interest in the leased premises taken. The parties shall be entitled to receive and retain such compensation as may be awarded to each respectively.

#### Part XX Determination of Disputes

#### 20.01 Determination of Disputes as Provided for in this Lease

Where in this Lease it is specifically provided that any computation, fact, value, amount or other matter or any dispute concerning the same is to be determined in a particular way, such provision shall govern, and any determination made in accordance therewith shall be binding upon the parties hereto.

#### 20.02 Determination of Other Disputes

Except where this Lease provides for the manner of determining a dispute and that the determination so made shall be binding upon the parties, the parties shall have all their normal remedies at law or equity and, in particular, nothing herein shall deprive the City of all its legal and equitable remedies for the enforcement of any breach of covenant by Prairieland under this Lease.

#### Part XXI Miscellaneous

#### 21.01 Notice

Each notice, demand and request that may or must be given pursuant to this Lease must be in writing and is sufficiently given if sent by registered mail, and in the case of the City, addressed to it as follows:

> The City of Saskatoon c/o City Clerk 222 Third Avenue North Saskatoon, Saskatchewan S7K 0J5

and in the case of Prairieland, addressed to it as follows:

Saskatoon Prairieland Exhibition Corporation c/o General Manager Administration Building, Exhibition Grounds P. O. Box 6010 Saskatoon, Saskatchewan S7K 4E4

or at such other addresses as the parties may advise from time to time by notice. Assignees and mortgagees permitted under 16.03 hereof must supply their respective mailing addresses to the City. The date of receipt of the notice, demand or request shall be considered to be the second business day following the date of the mailing.

#### 21.02 No Relationship Except Landlord and Tenant

This Lease is not intended to create a relationship other than that of landlord and tenant as to the Exhibition Grounds or the Development or Additional Development. The City does not in any way or for any purpose become a partner of or a member of a joint venture or joint enterprise with Prairieland.

#### 21.03 Time of the Essence

Time is of the essence of this Lease.

#### 21.04 Amendments must be Equally Formal

This Lease may not be amended except by instrument in writing of equal formality signed by the parties to this Lease or their successors or assigns as limited in this Lease.

#### 21.05 Successors and Assigns

This Lease binds and benefits the parties and their respective successors and assigns as limited in this Lease.

In Witness Whereof the parties have hereunto affixed their corporate seals attested to by the hands of their proper signing officers in that behalf, as of the effective date first above written.

The City of Saskatoon

Mayor

City Clerk

Saskatoon Prairieland Exhibition Corporation

c/s

## Schedule "A"

#### Legal Descriptions of the "Lands"

All that portion of the North East Quarter of Section 17, Township 36, Range 5, West of the Third Meridian, Saskatchewan, shown as Parcel "A" on Plan 68-S-14855. Mines and Minerals Excepted by 88-S-38858-1.

All that portion of the North East Quarter of Section 17, Township 36, Range 5, West of the Third Meridian, Saskatchewan, shown as Parcel "C" on Plan 72-S-03709. Mines and Minerals Excepted by 88-S-38858-1.

All that portion of the North East Quarter of Section 17, Township 36, Range 5, West of the Third Meridian, Saskatchewan, shown as Parcel "D" on Plan 88-S-38862. Mines and Minerals Excepted by 88-S-38858-1.

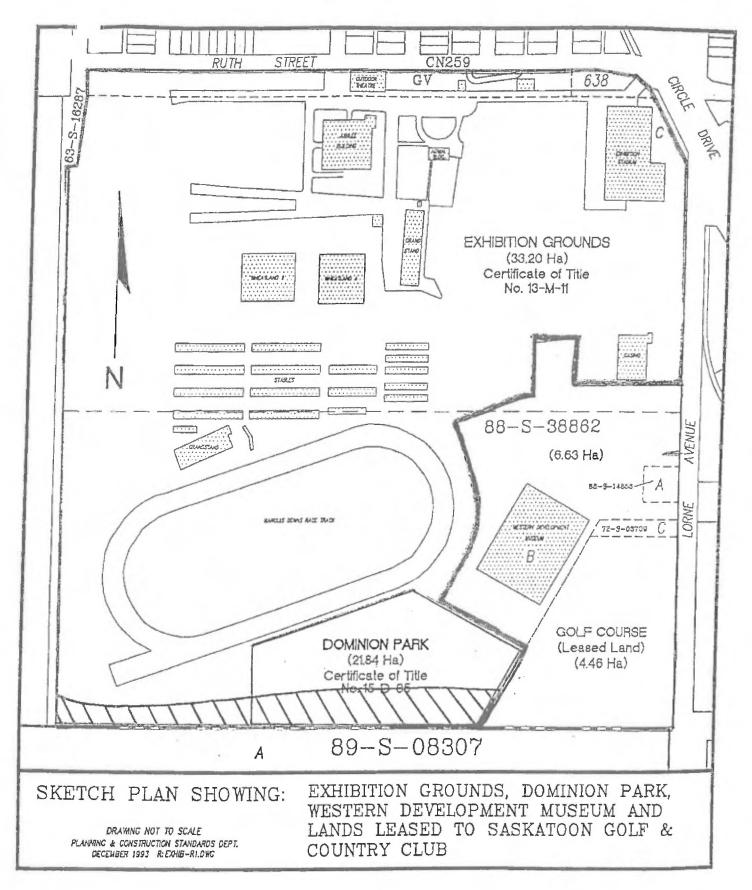
Legal Subdivisions Nine (9) and Ten (10) of Section Seventeen (17), in Township Thirty-six (36), in Range Five (5), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, Except: Out of Legal Subdivision Ten (10), the most Westerly Thirty-three (33) feet in width throughout. Minerals Included.

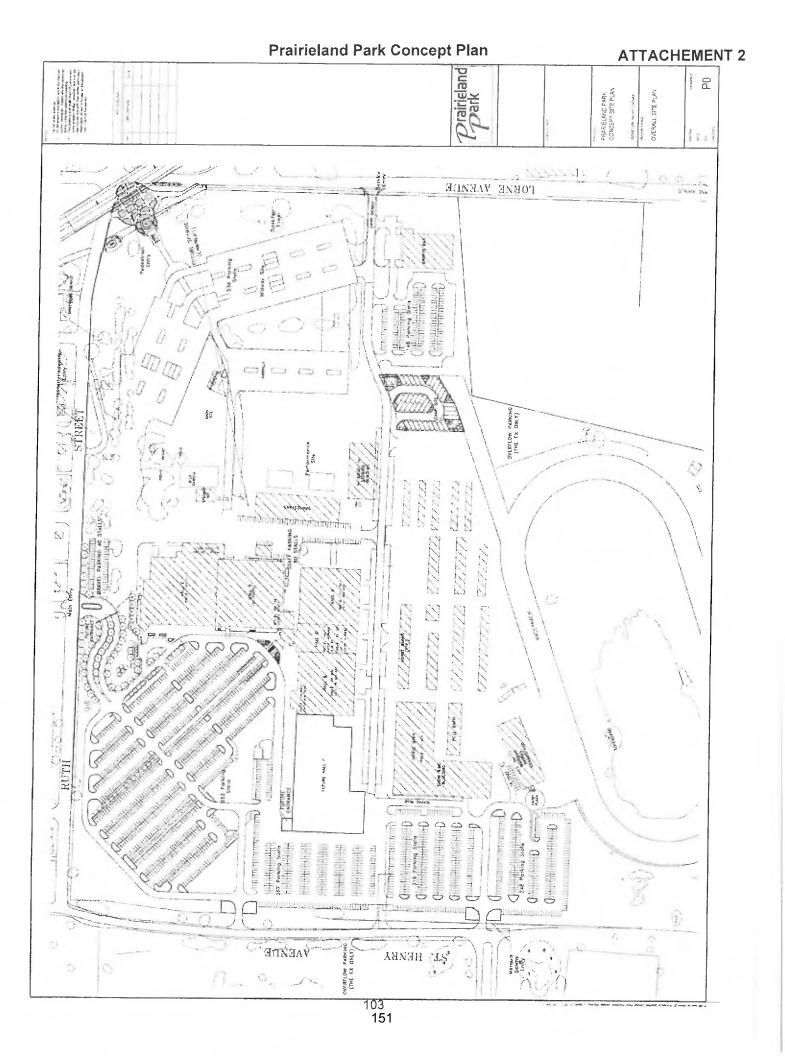
Legal Subdivision 15 and 16 of Section 17, Township 36, Range 5, West of the Third Meridian, Saskatchewan, 80 acres, Except:

Firstly: All that portion taken for Right of Way of the Qu'Appelle Long Lake and Saskatchewan Railway, containing .416 of an acre, Plan CS 2640,
Secondly: The Most Westerly 33 feet in depth throughout,
Thirdly: 0.11 of an acre, Parcel A, for Roadway, Plan 63-S-16287,
Fourthly: All that portion shown on Plan 69-S-14829,
Fifthly: All that portion shown as Parcel D, Plan 88-S-38862.

Mines and Minerals Excepted by 88-S-38858-1.

SCHEDULE "B"





## Comments from Administrative Review for Prairieland Park Concept Plan

#### 1. Parks Division - Community Services Department

• The detailed design of the vehicular entrance off Ruth Street should be provided to Parks to assess impact on City trees.

#### 2. Transportation and Utilities Department

Transportation Comments

- A Transportation Impact Assessment will not be required.
- Traffic accommodation during major events, especially wayfinding on and off-site, are a concern. Please contact Transportation for further details.
- The detailed design of the vehicular entrance off Ruth Street should be provided to Transportation for review and approval.

Water and Sewer Comments

- Water the internal system does not appear to have sufficient fire flow; therefore, further investigation of potential upgrades to the system is recommended.
- Sanitary There are no concerns.
- Storm There is no internal storm system, and the site for Hall F is already impervious. A storm will required at the building permit stage.
- 3. Saskatoon Fire Department
  - Ensure that Fire Department Access routes and designs are in accordance with the National Building and Fire Codes.
- 4. Saskatoon Police Service
  - There are no concerns with the proposal.
- 5. <u>Utility Agencies</u>
  - Saskatoon Light and Power, SaskTel and SaskEnergy responded to the referral. These agencies did not have any concerns or easement requirements.
- Note: The applicant has been informed of, and agrees to the above requirements.



#### WHERE GREAT THINGS HAPPEN

City Council Report Background

Saskatoon Prairieland Park Corporation was originally formed in 1886 to run the Annual Summer Exhibition for the City of Saskatoon. In fact, the corporation has operated the Summer Exhibition for 131 consecutive years. Since its early years, the corporation has grown into four major divisions. The Events Department operates the Saskatoon "Ex" which has grown into the largest annual event in Saskatchewan, with over 210,000 patrons each year. This department also produces the annual Gardenscape Show each spring and provides event staffing for SaskTel Centre.

The Racing Department operates Marquis Downs Race Track; offering live thoroughbred horse racing to the satisfaction and enjoyment of thousands of fans each summer. This is a unique attraction for Saskatoon employing several hundred horsemen throughout the summer. This department requires the operation of Sports on Tap to run its Off Track Betting Theatre. Without Sports on Tap, horse racing at Marquis Downs would not be financially viable.

The Agriculture Department operates six major events each year and operates the Prairieland Park Ag Centre which hosts 30 additional events per year. The Western Canadian Crop Production Show operates each January to support the entire grain industry in Saskatchewan. The other agriculture shows provide opportunities for youth to grow their knowledge of this important provincial industry. Please see Appendix "A" for a list of Prairieland Park produced events.

The Trade and Convention Centre operates a 200,000 square foot, five building facility to meet the critical needs of a long list of clients in industry, culture and agriculture. Please see Appendix "B" for the list of our annual clients. Prairieland Park has an economic output of \$125 million for the City of Saskatoon, and sees about 1.5 million visits per year.

Saskatoon Prairieland Park Corporation has been allowed to operate on City of Saskatoon land without charge since its inception to provide its valuable contribution to the community. With the massive requirement for space to run the "Saskatoon Ex" and The Marquis Downs Race Track, a property tax levy would be untenable. This agreement is consistent with other jurisdictions in Canada such as Calgary, Edmonton and Regina. In 1995, the City of Saskatoon and Saskatoon Prairieland Park Corporation signed a formal 50 year lease agreement with payment of \$100 per annum. This lease agreement allowed Prairieland Park to enter into a bank financing agreement secured by the assets of the corporation. Funds received from the \$5 million loan were used to redesign the park according to a new master concept plan approved by City Council on November 1<sup>st</sup>, 1999. Included in these upgrades was a new underground storm water management system with an outflow to the South Saskatchewan River. The advantages of this lease are substantial for the City of Saskatoon as it has not been required to invest large amounts of capital funds on the park. Prairieland Park has invested over \$30 million in upgrades to the Park without requiring contributions from the City of Saskatoon. Over the past seven years, Prairieland Park has spent \$5 million on electrical infrastructure without any City contribution. This is very unique in the "fair" industry as other cities such as Calgary, Edmonton and Regina have had to invest millions to keep their parks operational. In fact, the City of Regina has invested over \$30 million at Regina Exhibition Park over the last decade.

The market's demand for expanded trade facilities is substantial. The most immediate challenge comes from the annual Prairieland Park produced Western Canadian Crop Production Show. This leading edge grain producer event takes place each January and brings over 20,000 grain producers and businesses to Saskatoon. Hotels and restaurants are very busy during this event in what is normally a quiet month. Over thirty companies are on wait lists and many more existing clients are requesting additional space. In 2017, Prairieland Park erected a 7,000 square foot tent to accommodate excessive demand. Heating a tent in January is a major challenge and did not work well. This event alone makes a new facility financially viable.

A number of existing clients are currently requesting additional space. Folkfest is expanding to the point that seven tents will be erected on the Park in 2017 to meet demand. A list of these clients is attached in Appendix "D".

Prairieland Park Corporation is currently working with Tourism Saskatoon on a number of potential bids for major national events. Each one of these events will have in excess of 1,000 delegates and a trade show component which requires increased capacity. None of these events can be accommodated within other civic or private facilities. Each and every one of these events creates a large economic impact to the City of Saskatoon. Please see the list of potential bids in Appendix "E". You will note that several of the bids are in partnership with "SaskTel Centre". In fact, the 2019 Juno bid in partnership with SaskTel Centre cannot be accommodated by Prairieland Park without a new facility. SaskTel Centre wants to bid on this event for March, 2019 in order to avoid a "playoff buyout" to the Saskatoon Blades. Prairieland Park facilities are booked on those dates; however, a new facility will accommodate this bid.

Over the years, there have been a number of smaller events that Saskatoon Prairieland Park competes with other venues and civic facilities on. However, these events are seen as insignificant and instead Saskatoon Prairieland Park is perceived as a major contributor to economic activity in the City of Saskatoon by filling thousands of hotel room nights per year. In fact, Saskatoon Prairieland Park has not received any complaints from the hotel industry in regard to competition for events.

Saskatoon Prairieland Park Corporation operates "Sports on Tap" (SOT) on the park to support the live thoroughbred horse racing industry. In the current gaming environment, live horse racing is not sustainable on its own admissions, wagering handle and food and beverage sales. With the proliferation of the gaming industry in

Canada and with new casinos and VLT's in bars, the horse racing share of the market has declined significantly over the last several decades. In order to mitigate this loss of revenue, the Canadian Pari-Mutuel Agency (CPMA) licensed live racing track operators to conduct off-track wagers (OTB) via satellite on race tracks across North America. This revenue source, plus VLT and other revenues at SOT sustains the live racing industry in Saskatchewan.

SPPC is fortunate to have the space adjacent to SOT to operate beach volleyball leagues to meet the demand for this sport in Saskatoon. Except for the Sutherland Hotel, no other bar has the land base to accommodate this demand. To our knowledge, the Sutherland Hotel volleyball league is at capacity and therefore SOT is not in competition for their clients. Most of the volleyball teams playing at SOT came from the closure of the courts operated by "Louis' Pub" on the campus of the University of Saskatchewan. With new pubs operating in Stonebridge; Brown's Ale House, the Great Canadian Brewhouse, Tony Roma's and Rock Creek, it is doubtful that SOT is "taking away" or "competing" substantially in the local market area.

The City of Saskatoon assesses an amusement tax of 9% of sales from the carnival rides held during the annual Saskatoon "Ex" operated by Prairieland Park. This tax equates to approximately \$75,000 per year. No other business or industry is currently being assessed this tax by the City of Saskatoon. According to senior management of North American Midway Entertainment, no other major fair in North America has a tax levied on them by the local municipality. This tax created a competitive disadvantage for the Saskatoon "Ex". Several years ago, City Council agreed to return the tax levy to Prairieland Park in the form of a capital grant. The net effect of this grant is that it is revenue neutral to the City of Saskatoon. An argument could be made to eliminate the current amusement tax and corresponding grant in the name of redundancy.

Prairieland Park meets a critical need in the community with its unique programming and specialized park and facilities. A number of major special events will be attracted to Saskatoon with the expansion of the Trade Center Complex. The corporation respectfully requests the approval by City Council for this project.

# Appendices

Appendix A:	Prairieland Park Produced Events
Appendix B:	Existing Prairieland Park Clients
Appendix C:	Exhibition Park Long Term Development Concept - 1999
Appendix D:	<b>Current Clients Requiring Expanded Facilities</b>
Appendix E:	Potential Bids

## Appendix A Prairieland Park Produced Events

- 1. Western Canadian Crop Production Show January
- 2. Marquis Downs Race Track June September
- 3. Gardenscape March
- 4. The Saskatoon "Ex" August
- 5. World Professional Chuckwagon Association Chuckwagon Races June
- 6. Prairieland Junior Ag Showcase July
- 7. Ag Experience for Students October
- 8. New Year's Eve House Party December
- 9. Equine Expo February
- 10. Prairieland Youth Leadership Conference February
- 11. Saskatchewan Beef Expo April

#### <u>Appendix B</u> Existing Prairieland Park Clients

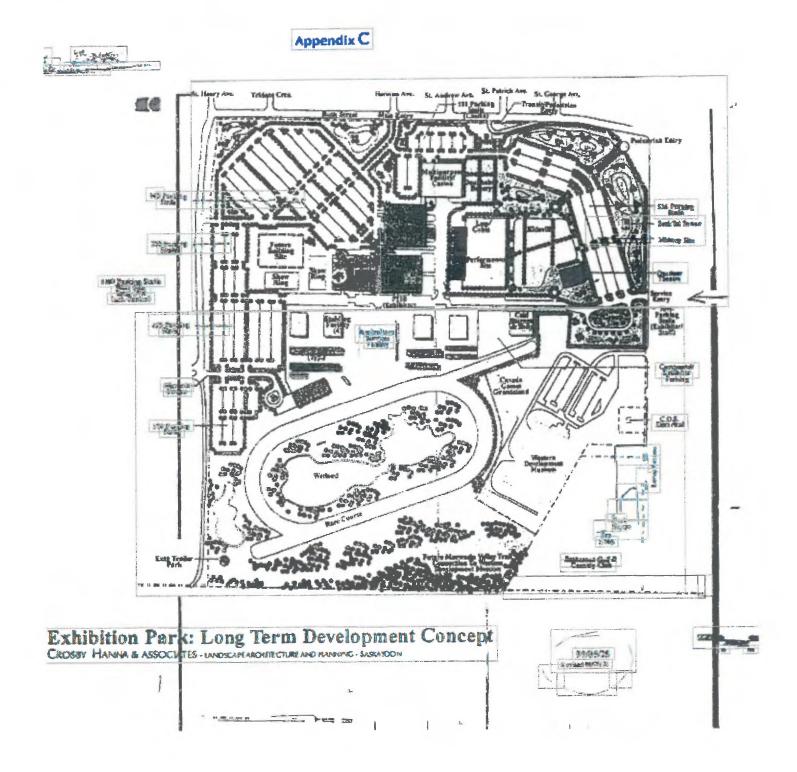
- 1. Sherwood RV RV Show and Sale
- 2. Lardners Trailer Sales RV Show and Sale
- 3. Glenwood RV RV Show and Sale
- 4. MMX Ventures (formerly TRX RV): RV, Leisure and Motorsports Liquidation Event
- 5. Drive Nation Car Sale
- 6. MacNeil Motors Car Sale
- 7. Legend Holdings Car Sale
- 8. Bourgault Agriculture Equipment Training
- 9. Seed Hawk. Agriculture Equipment Training
- 10. Redhead Equipment: Agriculture Equipment Training
- 11. Saskatchewan Men's Apparel Club Midwest Buymart
- 12. Saskatchewan Safety Council Industrial Safety Seminar Conference and Trade Show
- 13. Saskatoon Wildlife Federation:- Sports and Leisure Show
- 14. Saskatoon and Region Homebuilders Association Homestyles
- 15. Saskatchewan Association of Rural Municipalities: SARM Convention and Trade Show
- 16. Federated Cooperatives Ltd Spring Buymart
- 17. Federated Cooperative Ltd. Fall Buymart
- 18. Saskatchewan Mining Association Mining Supply Chain Forum
- 19. Saskatchewan Mining Association Mine Rescue Competition
- 20. Draggins Rod & Custom Car Club SuperRun
- 21. Project Posh Events Modern Woman Show and Exhibition
- 22. Hub City Kennel and Obedience Club Hub City Kennel and Obedience Dog Show
- 23. Pow City Kinsmen Top of the Hops
- 24. Islamic Association of Saskatoon Muslim Prayers
- 25. Ahmadiyya Muslim Community Muslim Community Event
- 26. Mount Royal Collegiate High School Graduation Ceremony
- 27. Bedford Road Collegiate High School Graduation Ceremony
- 28. Aden Bowman Collegiate High School Graduation Ceremony
- 29. Marian Graham Collegiate High School Graduation Ceremony
- 30. Walter W. Brown High School (Langham) High School Graduation Ceremony
- 31. Evan Hardy Collegiate High School Graduation Ceremony

- 32. St. Joseph High School High School Graduation Banquet
- 33. Bethlehem High School High School Graduation Banquet
- 34. Holy Cross High School High School Graduation Banquet
- 35. Marian Graham Collegiate High School Graduation Banquet
- 36. Aden Bowman Collegiate High School Graduation Banquets
- 37. Walter W. Brown High School (Langham) High School Graduation Banquets
- 38. Saskatoon Folkfest Inc Scottish Pavilion
- 39. Saskatoon Folkfest Inc Philippine Pavilion
- 40. Saskatoon Folkfest Inc Caribbean Pavilion
- 41. Saskatoon Folkfest Inc Ukrainian Pavilion
- 42. Saskatoon Folkfest Inc Greek Pavilion
- 43. Alberta Entertainment Expo Saskatoon Comic & Entertainment Expo
- 44. Saskatchewan Snowmobile Association Saskatchewan Snowmobile Show
- 45. Boyan Ukrainian Dance Group Malanka
- 46. U of S Huskie's Dog's Breakfast
- 47. Superrun Western Canadian Car Show
- 48. Mennonite Central Committee MCC Saskatchewan Relief Sale and Auction
- 49. Saskatchewan Indian Institute of Technologies Sask. Regional Mental Wellness Knowledge Exchange

#### New Folkfest Pavilions This Year

- 1. Saskatoon Folkfest Inc Brazilian Pavilion
- 2. Saskatoon Folkfest Inc Chinese Pavilion
- 3. Saskatoon Folkfest Inc Francophone Pavilion
- 4. Saskatoon Folkfest Inc Ghana Pavilion
- 5. Saskatoon Folkfest Inc Hungarian Pavilion
- 6. Saskatoon Folkfest Inc Indian and Metis Pavilion
- 7. Saskatoon Folkfest Inc Bangladesh Pavilion
- 8. Saskatoon Folkfest Inc Nepal Pavilion
- 9. Saskatoon Folkfest Inc Pakistan Pavilion
- 10. Saskatoon Folkfest Inc Peru Pavilion
- 11. Saskatoon Folkfest Inc South Sudan Pavilion
- 12. Saskatoon Folkfest Inc Sudan Pavilion
- 13. Saskatoon Folkfest Inc Vietnamese Pavilion
- 14. Saskatoon Folkfest Inc Global Village Pavilion

# Page 8



## Appendix D Current Clients Requiring Expanded Facilities

- 1. Western Canadian Crop Production Show
- 2. Sport and Leisure Show
- 3. MMX Ventures (formerly TRX RV): RV Leisure and Motorsports Liquidation Event
- 4. Drive Nation Car Sale
- 5. MacNeil Motors Car Sale
- 6. Legend Holdings Car Sale
- 7. Hub City Kennel and Obedience Club Hub City Kennel and Obedience Dog Show
- 8. Saskatoon Folkfest Inc.
- 9. Saskatchewan Association of Rural Municipalities SARM Convention and Trade Show
- 10. Saskatchewan Mining Association Mining Supply Chain Forum
- 11. Alberta Entertainment Expo Saskatoon Comic & Entertainment Expo

# <u>Appendix E</u> Potential Bids

- 1. Federated Cooperatives Ltd. Federated Co-op Food Show
- 2. Canadian Gaming Association Canadian Gaming Summit 2019
- 3. Western Retail Lumberman's Association WRLA Showcase
- 4. Pirelli World Challenge Grand Prix
- 5. Juno Awards 2019/2020 PARTNER WITH SASKTEL CENTRE and TCU PLACE
- 6. Canadian National Animal Welfare Conference
- 7. Saskatchewan Union of Nurses CFNU Biennium
- 8. Skills Canada National & Provincial Competition

The following is a copy of Clause D2, Report No. 8-1995 of the City Commissioner which was ADOPTED, by City Council at its meeting held on April 10, 1995:

D2) Proposed Lease - The City of Saskatoon and the Saskatoon Prairieland Exhibition Corporation "Exhibition Grounds" (File No. CC 4215-1)

Report of the City Solicitor, April 5, 1995:

"Introduction

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The City of Saskatoon is the registered owner of all those lands commonly known as the 'Exhibition Grounds', consisting of approximately 135 acres, and as shown boldly outlined on the sketch plan appended hereto. With the consent of the City, the Saskatoon Prairieland Exhibition Corporation ('Prairieland') has been utilizing such lands for its various purposes throughout most of this century.

In this regard, Prairieland has now contacted the City and advised of its long-range plans and desire to redevelop the Exhibition Grounds. In order to facilitate such a redevelopment, it will be necessary for Prairieland to conclude a formal lease agreement with the City respecting its use and occupancy of the Exhibition Grounds.

#### Background

The history of the relationship between the City and Prairieland is extremely lengthy, dating back to the early years of this century.

Our relationship respecting the current site of the Exhibition Grounds dates back to 1908 and the then Central Saskatchewan Agricultural Society. At its meeting held on December 9, 1908, a Special Committee recommended to City Council as follows:

'In order to meet the deficit of 1908 and to provide for the successful carrying on of the Fair in the future, we recommend that this Council submit to the ratepayers as a bylaw for \$30,000.00 for the purpose of purchasing permanent grounds and the erection of buildings thereon. Those grounds and buildings to remain the property of the City and the Agricultural Society have the free use of them for agricultural show purposes; and in return for this the Directors of the Agricultural Society have agreed to hand over to the City all lumber and accessories at present owned by the Society on the City Park grounds.'

Debenture Bylaw No. 209 was accordingly prepared, approved by the ratepayers and passed. At least a portion of the current site of the Exhibition Grounds was subsequently purchased by the City, and placed at the disposal of the Central Saskatchewan Agricultural Society for the above-noted purposes.

Clause D2, Report No. 8-1995 City Commissioner April 10, 1995 Page Two

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On December 13, 1911, The Saskatoon Industrial Exhibition Limited was incorporated, and assumed the role formerly performed by the Central Saskatchewan Agricultural Society, and continued in occupation and use of what is now the Exhibition Grounds. In 1971, The Saskatoon Industrial Exhibition Limited changed its name to Saskachimo Exposition Ltd., which in turn subsequently changed its name to Saskatoon Prairieland Exhibition Corporation, being the current occupant of the Exhibition Grounds.

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Throughout the years there has been a variety of agreements and understandings between the City and Prairieland respecting the use and enjoyment of the Exhibition Grounds and the specific buildings situate thereon; however, no single comprehensive agreement has ever been documented.

#### Current Status

As noted, The City of Saskatoon remains the legal and registered owner of all those lands commonly known as the Exhibition Grounds. Prairieland desires to redevelop such lands over a period of years in keeping with a recently completed master plan. The first phase of such redevelopment contemplates the construction and provision upon the Exhibition Grounds of:

- (a) an 80,000 square-foot Class 'A' trade space facility; and,
- (b) a 100,000 square-foot livestock facility; and,
- (c) a 20,000 square-foot maintenance and storage facility,

together with the upgrading and renovation of the Administration Building, Grandstand and Race Horse Barns, and the general improvement and upgrading of the landscaping of the Exhibition Grounds.

In order to facilitate the financing associated with such redevelopment, it is necessary for Prairieland to enter into a formal lease agreement with the City whereby Prairieland's use of the Exhibition Grounds is formalized, and 'security of tenure' is assured. Towards this end, various discussions have been held with representatives of Prairieland respecting the terms and conditions of a leasehold agreement, culminating in the proposal set forth hereunder.

Clause D2, Report No. 8-1995 City Commissioner April 10, 1995 Page Three

#### Proposed Lease

The major terms of the proposed lease agreement are as follows:

- 1. The Exhibition Grounds would be leased to Prairieland for a term of 50 years, with an option to renew for a further 20 years, for a nominal annual rental of \$100.00.
- 2. Prairieland's use of the Exhibition Grounds would be restricted to those activities authorized by *The Agricultural Societies Act*, and the facilitation and promotion in the City of Saskatoon and area of agriculture, industry, education, culture, entertainment, sport and related activities. Additionally, Prairieland positively undertakes to so facilitate and promote all such activities. Industrial and residential uses are expressly prohibited.
- 3. Except with the consent of the City, and only for the noted purposes, subletting would be prohibited.
- 4. Prairieland undertakes to commence the above-described first phase of the redevelopment of the Exhibition Grounds so soon as reasonably possible, and to complete same by the year 2000. All concept plans relating to such redevelopment are subject to the prior approval of the City.
- 5. Prairieland would be required to install a system of storm drainage upon the Exhibition Grounds which satisfactorily meets the requirements of the site, determined in accordance with generally accepted engineering practices.
- 6. All capital, operating, repair, maintenance and other costs or expenses of any kind whatsoever are the sole responsibility of Prairieland, and detailed undertakings are made by Prairieland with respect to the repair and upkeep of the Exhibition Grounds.
- 7. Prairieland would be required to annually conduct a traditional agricultural/industrial 'summer fair' and exhibition.
- 8. Prairieland would be required to yield up to the City, without compensation, all those leased lands required for the extension of Circle Drive, at such time as required by the City for this purpose.
- 9. With the consent of the City, a portion of the Exhibition Grounds is currently being used by The Saskatoon Golf and Country Club Limited as a golf practice facility. Prairieland has undertaken in a satisfactory form to continue to accommodate such use.

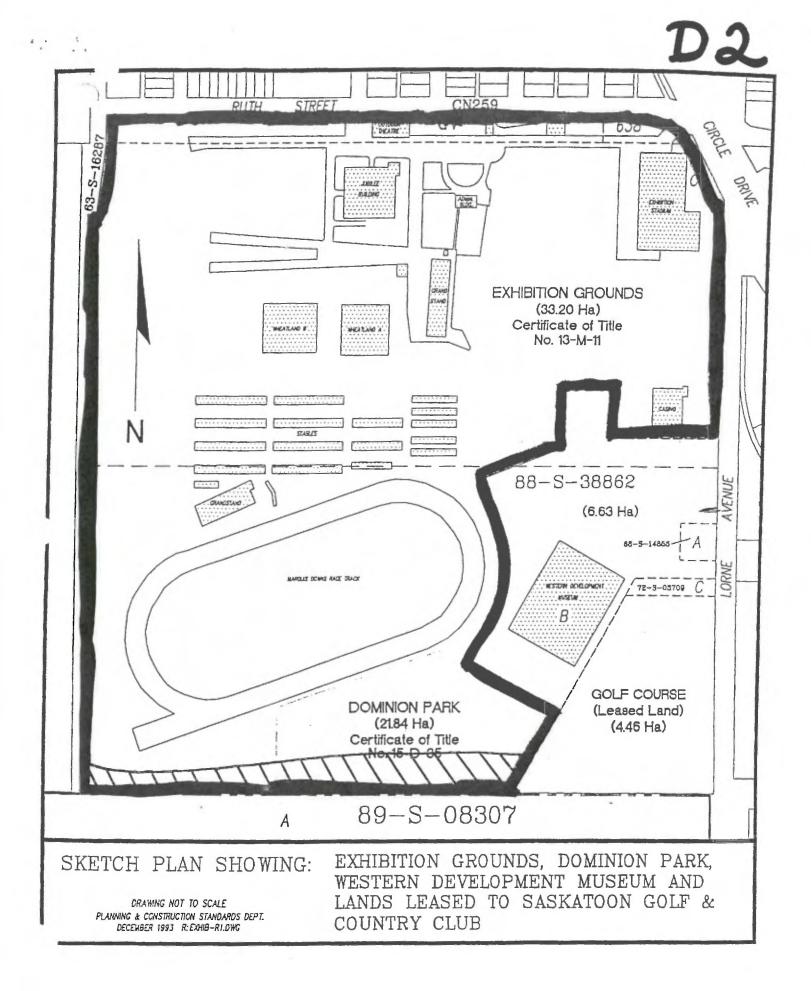
Clause D2, Report No. 8-1995 City Commissioner April 10, 1995 Page Four

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- 10. Prairieland undertakes to provide the City, without charge, all such utility service easements as may be required.
- 11. Prairieland undertakes to entirely indemnify and save the City harmless with respect to any and all activities conducted upon the Exhibition Grounds, and any claims, costs, damages, etc. which may flow therefrom.
- 12. Upon the expiration or termination of the lease, the lands and all improvements thereto shall absolutely revert to the ownership of the City without charge or compensation whatsoever."

#### **<u>RECOMMENDATION</u>**: 1)

- that the proposed lease between The City of Saskatoon and Saskatoon Prairieland Exhibition Corporation relating to the Exhibition Grounds, in the form described herein, be approved; and,
- 2) that the City Solicitor be instructed to prepare the required Lease Agreement; and,
- 3) that His Worship the Mayor and the City Clerk be authorized to execute such Lease Agreement on behalf of The City of Saskatoon, and affix the corporate seal thereto.



# **Prairieland Park Taxation Exemption**

**Recommendation** That the information be received.

### **Topic and Purpose**

The purpose of this report is to provide information regarding the status for taxation purposes of the property occupied by Saskatoon Prairieland Corporation (Prairieland Park), including Sports on Tap.

## **Report Highlights**

- 1. *The Cities Act* governs the assessment and taxation of properties within the city.
- 2. Prairieland Park is exempt from taxation under provisions of *The Cities Act*. The exemption includes Sports on Tap, which is a business wholly owned and operated by Prairieland Park.

#### Strategic Goal

This report supports the Strategic Goal of Asset and Financial Sustainability by ensuring that the assessment and taxation of properties in the City of Saskatoon (City) is open, accountable and transparent and follows the requirements of *The Cities Act.* 

#### Background

At its meeting on September 29, 2014, City Council, when considering the Boundary Alteration Proposal report, approved, in part:

"2. That the Administration report to the Standing Policy Committee on Finance regarding the assessment issue at Prairieland Park including specific reference to Sports On Tap."

### Report

*The Cities Act* provides exemptions from taxation for specified property types. An exemption from taxation is given to tax exempt organizations that occupy another exempt organization's property.

Prairieland Park is a non-profit corporation established as an agricultural society in 1886. Since 1911, it has occupied the land which is owned by the City. Currently, there is a 50-year land and building lease in place between Prairieland and the City that expires in April 2045.

Properties of agricultural societies are exempt from taxation under *The Cities Act*. Likewise, *The Cities Act* exempts property owned by the City from taxation. For this reason, Prairieland Park is exempt with respect to the property it leases from the City.

Sports on Tap is fully owned and operated by Prairieland. Therefore, it is covered by Prairieland Park's exemption.

#### **Other Considerations/Implications**

There are no policy, financial, environmental, privacy or CPTED implications or considerations, and there is no due date for follow-up or completion.

#### **Public Notice**

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

#### **Report Approval**

Written by:	Darcy Huisman, City Assessor
Reviewed by:	Shelley Sutherland, Director of Corporate Revenue
Approved by:	Kerry Tarasoff, CFO/General Manager, Asset & Financial
	Management Department

Prairieland Park Exemption\_Dec 2015.docx

From: Sent: To: Subject: City Council July 26, 2017 10:52 AM City Council Form submission from: Write a Letter to Council



4225-3

Submitted on Wednesday, July 26, 2017 - 10:52 Submitted by anonymous user: 216.197.227.45 Submitted values are:

Date: Wednesday, July 26, 2017 To: His Worship the Mayor and Members of City Council First Name: Mark Last Name: Regier Address: PO Box 6010 City: Saskatoon Province: Saskatchewan Postal Code: S7K 4E4 Email: kburgess@saskatoonex.com Comments: Mark Regier of Prairieland Park is requesting

Comments: Mark Regier of Prairieland Park is requesting to speak to the Planning, Development and Community Services Committee regarding approval of facility expansion at Prairieland Park.

The results of this submission may be viewed at: https://www.saskatoon.ca/node/398/submission/185618

# PotashCorp of Saskatchewan Inc. Contribution and Naming Rights Agreement

## Recommendation

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

- 1. That the key terms of the Contribution and Naming Rights Agreement between the City of Saskatoon and PotashCorp of Saskatchewan Inc. be approved as noted in the report; and
- 2. That the City Solicitor be requested to prepare the appropriate agreement and that His Worship the Mayor and the City Clerk be authorized to execute the appropriate agreement under the Corporate Seal.

## **Topic and Purpose**

This report provides an overview of the terms of the Contribution and Naming Rights Agreement with PotashCorp of Saskatchewan Inc. regarding PotashCorp Playland at Kinsmen Park.

## **Report Highlights**

1. The Contribution and Naming Rights Agreement (Agreement) was created to recognize PotashCorp of Saskatchewan Inc. (PotashCorp) for the significant financial contribution to the development and construction of PotashCorp Playland at Kinsmen Park.

### **Strategic Goals**

The Agreement, as outlined in this report, aids in meeting the Strategic Goals of Asset and Financial Sustainability and Strategic Goal of Quality of Life. The Quality of Life begins with the vision of "Saskatoon continues to grow and prosper, working with its partners and neighbours for the benefit of all." Creating great partnerships can create a lasting legacy for the benefit of the entire city.

The City of Saskatoon (City) has increased its revenue sources for the Kinsmen Park project through partnerships with the private sector. Citizens have access to facilities and programs that promote active living, while enjoying the natural beauty and benefits of parks, trails, and the river valley, which bring people together. The revitalized Kinsmen Park will continue to connect people in this fun and exciting environment.

### Background

In October 2010, PotashCorp announced a significant sponsorship to revitalize Kinsmen Park.

The Kinsmen Park and Area Master Plan, which was approved by City Council in December of 2011, set forth a 25-year improvement process for the rejuvenation and redesign of the park.

In January 2014, City Council awarded the contract for the Kinsmen Park Phase One Construction to PCL Construction Management Inc.

PotashCorp Playland at Kinsmen Park (Facility) opened to the public on August 5, 2015. In 2016, the Facility opened for the season at the beginning of May, and during the 120-day operating season, approximately 210,800 ride tickets were used, averaging 1,750 ride tickets per day. In addition, thousands of citizens and visitors enjoy the extensive park play features each month, which are free to users.

# Report

#### Key Terms of the Agreement

Key terms and conditions reflect the City's standard agreement, with the addition of the following:

- 1. PotashCorp, or any successor company or affiliate corporation, is recognized as the primary sponsor and shall have exclusive naming rights with respect to the Facility.
- 2. PotashCorp will contribute \$7,500,000, plus all interest earned, to the development and construction of the Facility.
- 3. The term of the Agreement is 25 years, commencing August 1, 2015, and expiring December 31, 2040.
- 4. PotashCorp, or any successor company or affiliate corporation, shall have the right to change the name of the Facility and all related signage, subject to PotashCorp, or the successor or affiliate corporation, paying all costs associated with such a name change.
- 5. PotashCorp, or any successor company or affiliate corporation, shall have the right to have signage attached to the Facility, using the Facility name and logo.
- 6. In addition, PotashCorp shall have the right to use any displays to place advertising, signs, and other marketing materials.
- 7. PotashCorp acknowledges and agrees that third parties, or licensees, of the City may hold events at the Facility. PotashCorp agrees that the City and its licensees are permitted to hold such an event and post temporary signage, acknowledging the third party as a sponsor of the event.
- 8. PotashCorp acknowledges and agrees that its exclusivity is limited to naming the Facility and assorted marketing and advertising rights, as set out in the Agreement.
- 9. PotashCorp acknowledges and agrees that the City may accept or seek donations to facilitate the operation of the Facility or purchase pieces of

equipment from the Facility, and such donations would be recognized at the Facility.

10. The parties agree the various forms of signage, including any entrance, way finding, and/or interpretative signage, shall be designed and produced by the City and/or its vendors, and indicating the major sponsorship role of PotashCorp, or any successor company or affiliate corporation, and that the design, size, and location of such signage shall be agreed to by the parties.

On June 21, 2017, PotashCorp and Agrium Inc. announced that once the anticipated merger transaction closes, the new company will be named Nutrien. The regulatory review and approval process for the merger transaction continues, and the parties expect closure of the transaction to take place late in the third quarter of 2017. After the transaction closes, the Administration will continue to work with the new company, Nutrien, to rebrand the Facility and replace signage as necessary.

## **Options to the Recommendation**

There are no options. This agreement allows a business relationship between the public sector and the private sector (PotashCorp), based on a significant financial contribution that is of mutual benefit to both parties. The Facility will provide PotashCorp a unique opportunity to increase community presence within Saskatoon. In turn, PotashCorp's contribution will provide enjoyment to many children and families as they play at the Facility.

## Public and/or Stakeholder Involvement

PotashCorp has been involved in the process of drafting the terms and conditions of the Agreement. Due to the sponsorship amount and the longevity of the project, both parties have invested considerable time and due diligence in drafting the terms and conditions. As a result, the time necessary to finalize the terms of the Agreement has taken longer than expected.

### **Financial Implications**

The contribution and naming rights sponsorship of \$7,500,000 is a substantial contribution that was used to off-set capital expenditures of the Facility.

The operating costs associated with the Facility have been accounted for within the City's operating budget, with the ride features within the Facility achieving 100% cost recovery.

# **Other Considerations/Implications**

There are no policy, environmental, privacy, or CPTED implications or considerations; a communication plan is not required at this time.

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

No follow-up is 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:	Brad Babyak, Section Manager, Open Space Programming and
	Development, Recreation and Community Development
Reviewed by:	Lynne Lacroix, Director of Recreation and Community Development
Approved by:	Randy Grauer, General Manager, Community Services Department

S/Reports/2017/RCD/PDCS - PotashCorp Playland at Kinsmen Park Contribution and Naming Rights Agreement/ks/df

# **City Entrance Signs**

# Recommendation

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

- 1. That the remaining four City Entrance Signs, proposed to be created as per the Highway Entrance Features Concept Plan, not be constructed;
- 2. That \$374,229.74 be returned to the Reserve for Capital Expenditures; and
- 3. That funding continue to be provided to maintain the existing City Entrance Signs.

# **Topic and Purpose**

The purpose of this report is to provide an overview and determine the future of the City Entrance Sign program.

# **Report Highlights**

- 1. Although the City Entrance Signs have been well received by the community, the future of the project needs to be considered.
- 2. The remaining signs are estimated to cost \$200,000 each to construct, with an additional \$3,000 annually for maintenance.
- 3. The Administration is recommending that the remaining four proposed signs not be constructed, and that the existing City Entrance Signs continue to be maintained.

# **Strategic Goal**

This initiative supports the City of Saskatoon's (City) Strategic Goal of Economic Diversity and Prosperity by collaborating with external partners to promote Saskatoon.

# Background

In 2001, the City Administration commissioned Crosby Hanna & Associates to prepare a "Highway Entrance Features Concept Plan" (Concept Plan). The approved Concept Plan proposed entrance signs involving large primary signs, smaller secondary signs, as well as overpass signs, all displaying the "Saskatoon Shines" community brand. The project was assigned to the Urban Design Section for implementation of the proposed entrance signs.

In 2004, the first City Entrance Sign was constructed on Airport Drive, in partnership with the Saskatoon Airport Authority. In December 2006, the second City Entrance Sign was constructed along Highway 11 South, leading into Saskatoon from Regina. With a capital budget of \$160,000, the Urban Design Section designed the sign and led the construction and installation of the City Entrance Sign project. Four additional primary signs have since been installed along Highway 16 Northwest (from Edmonton),

Highway 16 Southeast (from Winnipeg), Highway 11 North (from Prince Albert), and Highway 7 West (from Calgary). Funding for the construction of the City Entrance Signs is from the Reserve for Capital Expenditures.

The Concept Plan also recommended overpass signs wherever opportunities were available. Two such signs have been constructed: the Blairmore Pedestrian Overpass Bridge, and a ground-oriented sign at the College Drive overpass. See Attachment 1 for a map showing the existing and proposed City Entrance Sign locations.

## Report

## Future of City Entrance Signs

There are four additional City Entrance Signs proposed as part of the Concept Plan that have not yet been constructed. The proposed locations include Highway 219 South (Lorne Avenue), Highway 5 East, Highway 14 West, and along Valley Road. Highway 12 North was also discussed in the Concept Plan, but overpass signs were recommended along this highway. Total funding of \$380,406.93 has previously been approved for three of the signs:

- Highway 5: Budget of \$145,001.31, with \$2,758.71 spent to date;
- Highway 14: Budget of \$100,000.00, with no funds spent to date; and
- Highway 12: Budget of \$135,405.62, with \$3,418.48 spent to date.

The City Entrance Signs have been well received. The Urban Design program has received positive input from the public, receiving complaints only when damage occurred to the signs. However, the cost to construct and maintain the City Entrance Signs has increased over what was originally budgeted. There has also been difficulties in securing land for the remaining proposed signs, and a lack of resources in the Urban Design program to manage the project has led the Administration to consider the future of the City Entrance Signs.

In summary, the high volume entrance highways have been highlighted with new signs. Further highway entrance signs would have diminishing returns.

# Construction and Operating Costs

The most recent City Entrance Sign was constructed along Highway 7 West, and was completed in 2014. The final cost of this sign was \$134,000. The Administration estimates the construction cost would now be approximately \$200,000 per sign, resulting in \$800,000 (2017 rates) to construct the remaining four proposed City Entrance Signs.

The overhead sign on the Blairmore Pedestrian Overpass Bridge was installed in late 2009 at a total cost of \$105,500. This amount included the cost to upgrade the sign to address brightness concerns. The Administration estimates the construction cost for each overhead-overpass sign would be approximately \$110,000, and \$80,000 for the ground-oriented overpass signs.

Land for the existing City Entrance Signs has been either purchased or leased. In one location, a 0.10 acre parcel of land was acquired at a cost of \$1,200.00, plus an additional \$7,030.50 to subdivide and register the parcel. Where land is leased, the cost is approximately \$1.00 per year; therefore, no significant cost respecting the land. However, in some cases, it has been difficult to secure an appropriate site.

Maintenance and operating costs are funded annually with a \$24,500 contribution from the mill rate. These costs include bulb replacement, electrical component replacement, power consumption, repair to signs damaged by accident or vandalism, lease of property on which the signs are located, and landscape maintenance where landscaping is included.

## Options for the City Entrance Sign Project

The Administration has identified four options for consideration in determining the future of the City Entrance Sign project:

- 1. Any or all of the remaining four proposed City Entrance Signs may be constructed. The construction cost would be approximately \$200,000 per sign, with an annual maintenance expense of approximately \$3,000.
- 2. A scaled-down version of the City Entrance Signs may be developed. This option would involve low maintenance landscaping and a more modest sign featuring the community brand. It is estimated that the cost per sign could be reduced to approximately \$100,000, with an annual maintenance cost of \$2,000.
- 3. The remaining four proposed City Entrance Signs may be cancelled, and efforts could focus on smaller walkway and ground-oriented overpass signs. These signs could be similar to the walkway sign on 22<sup>nd</sup> Street in the Blairmore neighbourhood, or on the ground level of the overpass on College Drive. The overhead and ground-oriented overpass signs would cost approximately \$80,000 to \$110,000, with maintenance costs of approximately \$500 annually.
- 4. Do not construct additional City Entrance Signs, but continue the current level of annual funding to ensure the existing signs are maintained for their full lifespan. By discontinuing the program, the City would save approximately \$800,000 in future construction costs, plus up to \$3,000 annually per sign. Furthermore, there would be cost savings related to securing land and managing the construction project.

The Administration is recommending Option 4 due to the cost savings for the City. If Option 4 is supported by City Council, a total of \$374,229.74 would be returned to the Reserve for Capital Expenditures, available for possible reallocation to other projects.

### Public and/or Stakeholder Involvement

The Administration will directly notify key stakeholders, such as Tourism Saskatoon and the Saskatoon Airport Authority, of the decision regarding the future of the City Entrance Sign program.

## Options to the Recommendation

City Council has the option to:

- i) support construction for any or all of the four remaining signs originally proposed;
- ii) request development of a modest version of an entrance feature;
- iii) request that the project focus on overhead and ground-oriented overpass signs; or
- iv) do not construct additional City Entrance Signs.

If City Council requests additional entrance features, the Administration would need to identify staff resources before a capital budget request could be submitted.

## **Financial Implications**

The Administration has determined there would be financial savings of up to \$800,000 by not constructing the remaining four proposed City Entrance Signs, as well as up to \$3,000 per sign in annual maintenance costs. The annual budget of \$24,500 would continue to be required for the maintenance of the existing signs.

Three City Entrance Signs have previously been approved through capital budget requests, but the signs have not been constructed at this time. The total funding approved to date is \$374,229.74. If City Council decides to not construct new City Entrance Signs, this money would be returned to the Reserve for Capital Expenditures, and future capital budget requests pertaining to this program would not proceed.

### **Other Considerations/Implications**

There are no policy, environmental, privacy, or CPTED implications or considerations at this time; a communication plan is not required.

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

There will be no further reports on this matter.

### **Public Notice**

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

### Attachment

1. Plan of Existing and Proposed City Entrance Signs

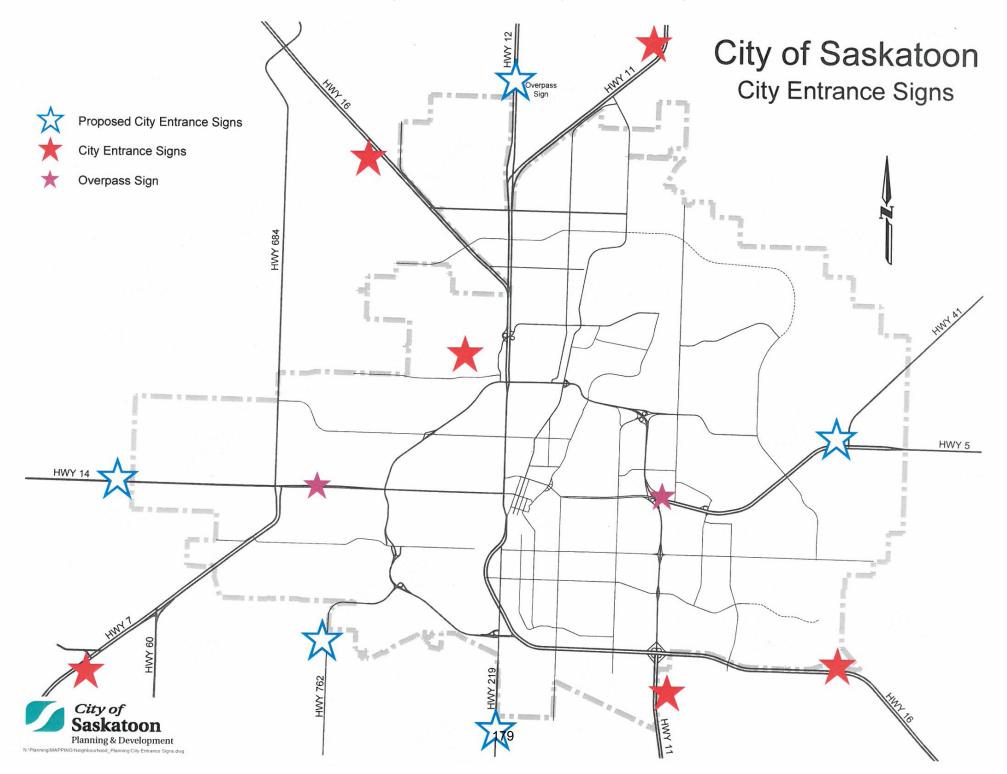
### **Report Approval**

Written by:	Paul Whitenect, Manager, Neighbourhood Planning Section
Reviewed by:	Lesley Anderson, Director of Planning and Development
Approved by:	Randy Grauer, General Manager, Community Services Department

S\Reports\2017\PD\PDCS - City Entrance Signs\ks

Plan of Existing and Proposed City Entrance Signs

# **ATTACHMENT 1**



# Innovative Housing Incentives - Mortgage Flexibilities Support Program – Proposed Amendment to the Innovative Residential Investment Inc. 2017 Bundled Project

# Recommendation

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

- 1. That an additional site, located at the corner of Lewin Way and Lewin Crescent (address to be assigned), be added to the Innovative Residential Investment Inc. bundled project under the City of Saskatoon's Mortgage Flexibilities Support Program; and
- 2. That the City Solicitor be requested to prepare the necessary incentive and tax sponsorship agreements, and that His Worship the Mayor and the City Clerk be authorized to execute these agreements under the Corporate Seal.

# **Topic and Purpose**

The purpose of this report is to make additional units available at a townhouse site in the Stonebridge neighbourhood under the Mortgage Flexibilities Support Program.

# **Report Highlights**

- 1. Construction and marketing of the Innovative Residential Investment Inc. (Innovative Residential) bundled project is progressing on schedule.
- 2. Innovative Residential is proposing to add an additional site to their bundled project to provide home buyers with more choices.
- 3. Additional capacity is not being requested to support the additional site.

# **Strategic Goal**

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

# Background

At its March 27, 2017 meeting, City Council designated 59 affordable housing units to be built under the Mortgage Flexibilities Support Program (MFSP) as a bundled project that included three sites, 720 Baltzan Boulevard, 250 Akhtar Bend, and 620 Cornish Road. These 59 units were in addition to 32 units designated under the MFSP in 2016 at these same sites. These three sites also included 91 entry-level units that have no financial assistance from the City, for a total of 182 units.

### Report

<u>Construction and Marketing for the Bundled Project is on Schedule</u> A number of the housing units in the Innovative Residential bundled project are now complete or have been pre-sold. It has been determined that there is a greater need under the MFSP for townhouse units in the Stonebridge neighbourhood.

Innovative Residential is Proposing to Add an Additional Site to the Bundled Project Innovative Residential has requested that an additional site be added to their bundled project under the MFSP to make additional townhouse units available in the Stonebridge neighbourhood. The new site is located at the corner of Lewin Way and Lewin Crescent (address to be determined) in the Stonebridge neighbourhood (see Attachment 1).

The new site includes a total of 38 stacked two- and three-bedroom townhouse units with surface parking. The two-bedroom units will sell for \$210,000 to \$219,000, and the three-bedroom units will sell for \$280,000 to \$299,000. The three-bedroom units do not include a garage, and therefore, are priced approximately \$10,000 lower than similar units with garages, providing buyers with a less expensive three-bedroom option.

#### Additional Capacity is Not Required to Support the Additional Site

Innovative Residential is not requesting additional capacity under the MFSP to support this new site. The 59 units previously approved for the bundled project will now be split among four locations, totalling 220 units available to MFSP buyers, providing added choice in location, size, and style. Units not receiving MFSP support will be sold to entry-level buyers without assistance from the City.

Previously approved conditions for this bundled project will remain in place, including:

- 1) no more than 33 MFSP units will be sold in 2017;
- no more than 50% of the units at any one site will be sold under the MFSP; and
- 3) no more than 60% of these 59 units will have three bedrooms.

Innovative Residential will contribute 3% toward the down payment grants, and the City will contribute 2%, as was previously agreed. The City's contribution of \$321,500, previously allocated for this bundled project, is still sufficient to support 59 units. Innovative Residential, in partnership with the National Affordable Housing Corporation, may provide tax sponsorships from their own resources to buyers who require assistance to qualify for a mortgage.

#### **Options to the Recommendations**

City Council could choose to not approve the recommendations in this report. Further direction would then be required.

# Public and/or Stakeholder Involvement

Public or stakeholder involvement is not required.

#### **Financial Implications**

There are no added financial implications. The funding of \$321,500 previously allocated to this bundled project remains sufficient to support down payment grants for 59 units.

#### **Other Considerations/Implications**

There are no policy, environmental, privacy, or CPTED implications or considerations; a communication plan is not required as the builders are responsible for marketing MFSP projects.

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

The housing projects are scheduled to be complete by December 31, 2018.

#### **Public Notice**

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

#### Attachment

1. Innovative Residential Bundled Housing Project: Additional Site and Townhouse Renderings

#### **Report Approval**

Written by:	Daryl Sexsmith, Housing Analyst, Neighbourhood Planning
Reviewed by:	Lesley Anderson, Director of Planning and Development
Approved by:	Randy Grauer, General Manager, Community Services Department

S/Reports/2017/PD/PDCS – Innovative Housing Incentives – MFSP – Proposed Amendment to the Innovative Residential Investment Inc. 2017 Bundled Project/ks



# Innovative Residential Bundled Housing Project: Additional Site and Townhouse Renderings

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# Award of Contract – Transit Villages Concept Plans Request for Proposals

# Recommendation

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

- 1. That the award of contract for the provision of planning services to complete the Transit Villages Concept Plans planning and design services to Dialog, in partnership with Watt Consulting Group and Colliers International, for a total contract amount not to exceed \$350,000, including taxes and disbursements, be approved; and
- 2. That the City Solicitor be requested to prepare the appropriate agreement and that 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 obtain approval to award the contract to Dialog, in partnership with Watt Consulting Group and Colliers International, for the provision of planning services to complete the Transit Villages Concept Plans' planning and design, a component of the Corridor Growth Program of the Growth Plan to Half a Million.

# **Report Highlights**

- 1. External planning services are recommended to complete the planning and design of all aspects related to the preparation of the Transit Villages Concept Plans.
- 2. There are constraints associated with delivering this project in accordance with the Public Transit Infrastructure Fund (Infrastructure Fund) deadlines.
- 3. The allotment of a healthy contingency is necessary within the contract to allow for potential engagement activities that may become necessary. A contingency is also proposed to cover any unforeseen works that may arise through the collaborations necessary to integrate delivery of this project with other City of Saskatoon (City) projects under the Growth Plan to Half a Million (Grown Plan).
- 4. A contract awarded to Dialog, in partnership with Watt Consulting Group and Colliers International, is recommended for planning and design services to complete the Transit Villages Concept Plans at a total contract amount not to exceed \$350,000, including taxes and disbursements.

# Strategic Goals

This report supports the City's Strategic Goals of Sustainable Growth and Moving Around by furthering the implementation of the Growth Plan. This report also supports the Strategic Goal of Asset and Financial Sustainability by ensuring that project expenditures are eligible for approved federal funding support through the Infrastructure Fund.

#### Background

Effective September 15, 2016, several Growth Plan projects received approval for federal funding support through Phase 1 of the Infrastructure Fund. The combination of City and federal funding brings the total amount of the City's eligible Infrastructure Fund projects dedicated to infrastructure design to \$7.6 million.

At its May 23, 2017 meeting, City Council approved a recommendation authorizing the Administration to issue three Requests for Proposals required for the Infrastructure Fund projects: Bus Rapid and Conventional Transit Planning, Design, and Engineering Services; Transit Villages Concept Plans; and Growth Plan Engagement. The approval gives direction to proceed with a similar procurement approach for other potential components of work funded through the Infrastructure Fund. The rationale for this approach is as follows:

The Administration has determined that procuring external support through competitive Requests for Proposals is the appropriate delivery method for the projects described above, based on a number of factors, including:

- a) regulated requirements of the work;
- b) capacity of existing staff to perform the work;
- c) requirement of specialized services;
- d) expected timeline of delivery;
- e) frequency of need of the required expertise; and
- f) cost of the expected scope of work.

The most significant factor necessitating the Request for Proposals approach is the Infrastructure Fund program rule for eligible expenditures, which states that the City must conduct a competitive tendering process for all projects and/or portions of projects exceeding \$100,000 in eligible expenditures unless otherwise agreed to by the Government of Saskatchewan. See Attachment 1 for the detailed rationale for all of these factors.

#### Report

#### External Planning Services

This project is aimed at delivering the planning and design services necessary to develop Transit Villages Concept Plans that incorporate a wide range of land uses for the immediate areas adjacent to key station locations on the Bus Rapid Transit line. These planning services will encompass a number of potential deliverables that include:

- a) the intensification and diversification of land uses, including the proposed mix of uses, building heights and densities;
- b) input into the potential locations for the Bus Rapid Transit station including access and egress route options, in collaboration with the City and the

consultant responsible for the Bus Rapid Transit planning and design; and a park and ride feasibility study and strategy;

- place-making design principles and strategies, including an overall design theme for each location, and a detailed design for an integrated bus transit system;
- d) public gathering spaces designed for all seasons;
- e) pedestrian and cycling connections and infrastructure;
- f) rainwater, snow, and site drainage management systems and approaches;
- g) opportunities to incorporate green building technologies into new and existing buildings;
- h) traffic impacts/analysis for each of the concept plans;
- i) phasing options and plan;
- j) development feasibility/analysis; and
- k) recommended policy, regulatory, and development guidelines.

The Administration is recommending that this project not be completed in-house. This project requires extensive specific understanding, knowledge, and experience in transit-oriented development, as well as bus rapid and conventional transit planning, design, and economics in North America. Given that this type of expertise is rarely required by the City, the Administration does not have staff with the level of expertise required to successfully deliver this project in the required time frame. Through a competitive process, the Administration has identified that Dialog has significant experience in this field.

#### Contingency

Due to the necessity for alignment of this project with other Growth Plan initiative projects, other major City projects, and the need for Dialog to collaborate with the City and other stakeholders on various aspects of design throughout the life of this project, an additional \$36,166 (11.5%) of the submitted budget is being proposed as a contingency. This will provide the City the opportunity to commission additional unforeseen work items that may arise from the collaborative work needed from this and other Growth Plan projects in order to deliver the best results for the City, within the time constraints of the project.

#### Contract with Dialog

On June 15, 2017, the Administration posted a Request for Proposals on the SaskTenders website to identify the most qualified proponent capable of completing this work, and five proposals were received. See Attachment 2 for a summary of the proposals received.

Based on the evaluation criteria and the evaluation process included in the Request For Proposals, Dialog, in partnership with Watt Consulting Group and Colliers International, was identified as the highest scoring, and as such, the preferred proponent. The

Administration is recommending that the City enter into an agreement with Dialog to provide the planning services necessary to complete planning and design of all aspects related to the Transit Villages Concept Plans.

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

City Council could choose to not approve the award of contract; further direction would then be required.

#### Public and/or Stakeholder Involvement

Stakeholder consultation is a part of the responsibility of Dialog during this project. Dialog will be supported by the City's Communications Division, as well as their external engagement service provider, O2 Planning + Design, approved by City Council in July 2017. Dialog will provide all technical material, appropriate representation, and support for all stakeholder engagement and communication events, which will be driven by the City and its engagement service provider. Stakeholder engagement at various levels will occur throughout the life of this project, for which, Dialog will have shared responsibility.

#### **Communication Plan**

Subject to City Council approval of the recommendations of this report, a News Release will be issued to the public, communicating relevant information regarding the decision and the project.

A broader communication plan for the Growth Plan Implementation Plan is being developed and will integrate the various initiatives, including the Transit Villages Concept Plans. Communication activities will generally be coordinated by the City's Communication Division with the input from relevant divisions and service providers contracted to support the Growth Plan projects.

#### **Financial Implications**

Capital Project No. 2541-02 Growth Plan to Half a Million Implementation for Secondary Plan Process and Corridor Redevelopment contains sufficient funding for this contract.

A breakdown of the total proposed contract amount is as follows:

Description		
Cost to deliver this project	\$313,834	
Contingency to deliver unforeseen works or engagement		
Total		

# **Environmental Implications**

A more efficient transit system has the potential to reduce fuel consumption, greenhouse gas emissions, and air pollution associated with personal vehicle use versus utilizing public transportation across the City. Furthermore, the intensification

and diversification of land uses at key Bus Rapid Transit stations will also make more efficient use of existing infrastructure and encourage walking and cycling.

#### **Other Considerations/Implications**

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

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

The Administration will prepare future reports with project updates at key project milestones. Once initiated, the project is expected to be completed within 12 months.

#### **Public Notice**

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

#### Attachments

- 1. Rationale for Request for Proposals for Growth Plan Initiatives
- 2. Proponent Summary

#### **Report Approval**

 Written by: Jason Sick, Senior Planner, Planning and Development Jim Charlebois, Senior Planner, Planning and Development
 Reviewed by: Lesley Anderson, Director of Planning and Development
 Approved by: Randy Grauer, General Manager, Community Services Department Randy Grauer, Acting City Manager

S/Reports/2017/PD/PDCS - Award of Contract - Transit Villages Concept Plans Request for Proposals/Ic/df/ks

# **Rationale for Request for Proposals for Growth Plan Initiatives**

Factor		Rationale			
a)	Regulated requirements of the work.	The rules for eligible expenditures under the Public Transit Infrastructure Fund (Infrastructure Fund) program state that the City must conduct a competitive tendering process for all projects and/or portions of projects exceeding \$100,000 in eligible expenditures unless otherwise agreed to by the Government of Saskatchewan. Some internal staff time may be considered to be eligible expenditures under the program; however, the rules, as the Administration understands them, do not generally support the completion of the Infrastructure Fund projects using internal resources.			
b)	Capacity of existing staff to perform the work.	Implementing the Growth Plan represents work in new areas of business, and/or at service levels beyond the current level of staff resources. While many aspects of the Growth Plan will eventually be operationalized, the above			
c)	Requirement of specialized services.	work is anticipated to be primarily temporary in nature. Also, some portions of the work require specialized			
d)	Expected timeline of delivery.	does not necessarily have or require on an ongoing basis			
e)	Frequency of need of the required expertise.	Procuring these services through competitive Request for Proposals enables the timely and cost-effective delivery of these projects while maintaining appropriate long-term staffing levels.			
f)	Cost of expected scope of work.				
g)	Availability of technology in-house.				

# Summary of Proposals

Lead Consultants	Sub-Consultants			
B&A Planning Group (Calgary, AB)	<ul> <li>ParioPlan Inc. (Edmonton, AB)</li> <li>Associated Engineering (Saskatoon, SK)</li> </ul>			
	Colliers International (Vancouver, BC)			
	Watt Consulting Group (Calgary, AB)			
Dialog (Toronto, ON)	Colliers International (Vancouver, BC)			
	Gehl (San Francisco, CA)			
	Integral Group (Vancouver, BC)			
IBI Group (Vancouver, BC)	Coriolis Consulting Corp. (Vancouver, BC)			
	Access Planning Ltd. (Vancouver, BC)			
	Bunt & Associates Engineering Ltd. (Vancouver, BC)			
	Parsons (Calgary, AB)			
Urban Strategies Inc. (Toronto, ON)	<ul> <li>Watson &amp; Associated Economists Ltd. (Mississauga, ON)</li> </ul>			
	<ul> <li>Integrated Designs Inc. (Saskatoon, SK)</li> </ul>			
	Zu (Saskatoon, SK)			
WSP Canada (Saskatoon, SK)	Greenberg Consultants Inc. (Toronto, ON)			

# Market Sounding Results for a Downtown Grocery Store

# Recommendation

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council that the Administration be directed to review Vacant Lot and Adaptive Reuse Incentive Program Policy No. C09-035 for potential options to further incentivize residential development, and grocery store development, in the Downtown.

# **Topic and Purpose**

The purpose of this report is to bring forward the findings of the Downtown Grocery Store Market Sounding completed by the Saskatoon Regional Economic Development Authority.

# **Report Highlights**

- 1. The Saskatoon Regional Economic Development Authority (SREDA) has completed work on its Market Sounding process.
- 2. Respondents to the Market Sounding suggest more residents are needed Downtown before a grocery store will locate in the area.
- 3. The Administration recommends that efforts be focused on incentives to encourage more Downtown residents.

# **Strategic Goal**

This initiative supports the City of Saskatoon's (City) Strategic Goal of Sustainable Growth by supporting growth and investment in the Downtown.

# Background

At the February 27, 2017 City Council meeting, Councillor Block submitted a Notice of Motion requesting the Administration undertake a Market Sounding to determine what conditions are required to attract a grocery store to locate in the Downtown.

At the March 27, 2017 City Council meeting, the Administration presented a report outlining the process for a Market Sounding. City Council resolved:

- "1. That City Council, through the Administration, direct SREDA as part of their service agreement with the City, to initiate a "Market Sounding" to determine the level of interest of various proponents who would be interested in owning/operating a grocery store, either in whole or in part, in Downtown Saskatoon; and
- 2. That the Administration report back with options and recommendations for next steps in the process to the appropriate Committee/Standing Policy Committee not later than May 31, 2017."

# Report

<u>Findings of the Market Sounding Suggest Downtown Needs More Residents</u> SREDA has completed work on its Market Sounding process and reported its findings in the Saskatoon Downtown Grocery Store Market Study (see Attachment 1).

SREDA interviewed a number of people in the grocery industry, including grocers, food cooperatives, and developers. The Market Sounding revealed some unique insights by the respondents, as well as differing views regarding the size and scale best suited for a Downtown grocery store. However, most respondents had similar views when it came to the risks and challenges of operating Downtown, and most indicated the biggest challenge was an insufficient number of residents Downtown to support a grocery store.

The key challenges to locating in a downtown, as identified by the respondents, included:

- a) population density;
- b) higher costs of land, construction, and rent costs in a downtown;
- c) locating a site in an appropriate location with the desired building size;
- d) safety concerns; and
- e) adequate parking.

A question posed to the grocers interviewed in the Market Sounding process was whether or not they were currently interested in locating in Downtown Saskatoon and why. All respondents, except one, indicated they had no interest at this time, and the primary reason was an insufficient population in the Downtown. One respondent indicated possible interest, given the right circumstances. SREDA is following up with this respondent.

A map identifying all current grocery stores in Saskatoon is provided in Attachment 2.

#### Public Survey is Not Recommended

In the March 27, 2017 report to City Council, the Administration recommended a public survey in order to gather information regarding the factors that would affect patronage of a Downtown grocery store. After review of the SREDA report and its findings, the Administration has determined that a public survey would not provide any further insight at this time.

#### Consider Incentives to Increase Population Downtown

A grocery store relies on a local population regularly shopping at the store. At the same time, people want to live in areas that have amenities such as grocery stores. The Market Sounding respondents advised that even if financial incentives (tax abatements, leasing incentives, etc.) were provided to locate in the Downtown, the current population is insufficient to support a grocery store and make it viable long enough for more residential developments to occur in the area.

The Administration recommends that efforts be focused on increasing the number of residents in the Downtown, particularly in the north end where there is already a large concentration of residential buildings. Although Vacant Lot and Adaptive Reuse

Incentives Program Policy No. C09-035 has incentives for residential development in the Downtown, the Administration will review these incentives with the goal of making them more accessible, comprehensive, and effective in attracting developments. These incentives may also target specific locations in the Downtown as a means to address population density.

A suite of incentives aimed at prospective grocery stores will also be prepared for City Council's consideration so that when a grocer comes forward, development of a grocery store can be expedited.

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

City Council has the option to request additional research as part of the Market Sounding process; however, the Administration would require direction from City Council.

#### Public and/or Stakeholder Involvement

Through the Market Sounding, SREDA interviewed a number of people in the grocery industry, including grocers, food cooperatives, and developers.

#### **Communication Plan**

The Market Sounding report will be shared with partners in the development industries, as well as the Business Improvement Districts. An incentive package will be developed with their input.

#### **Other Considerations/Implications**

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

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

Amendments to the Vacant Lot and Adaptive Reuse Incentives Program Policy No. C09-035 will be anticipated for late 2017.

#### **Public Notice**

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

#### Attachments

- 1. Saskatoon Downtown Grocery Store Market Sounding
- 2. Current Grocery Store Locations in Saskatoon

#### **Report Approval**

Written by: Paul Whitenect, Manager, Neighbourhood Planning SectionReviewed by: Lesley Anderson, Director of Planning and DevelopmentApproved by: Randy Grauer, General Manager, Community Services Department

S/Reports/2017/PD/PDCS – Market Sounding Results for a Downtown Grocery Store/Ic/ks

# SASKATOON DOWNTOWN GROCERY STORE MARKET SOUNDING

SASKATOON REGIONAL ECONOMIC DEVELOPMENT AUTHORITY June 2017





#### SASKATOON DOWNTOWN GROCERY STORE MARKET SOUNDING

According to City of Saskatoon estimates, the Saskatoon Central Business District was home to 3,372 residents in 2016. Over the next two decades, 15,000 new residents are expected to live in downtown Saskatoon. In addition to residents, over 17,000 people commute to the downtown every day to work. Currently Saskatoon does not have a grocery store within its downtown area to serve this market.

The City of Saskatoon is encouraging both residential and commercial investment in this area through its City Centre Plan. This Plan acknowledges that in order to attract new residential and commercial uses to Saskatoon's city centre more amenities, such as a grocery store, are required. The City Centre Plan also acknowledges that in order to attract a grocery store to the downtown and make the city centre more appealing to residents, it will need to develop policy measures to promote this use. Therefore, the City has initiated a Market Sounding to determine the level of interest of various businesses that may be interested in owning or operating a grocery store, either in whole or in part, in downtown Saskatoon.

The Saskatoon Regional Economic Development Authority (SREDA) has been requested by the City's Administration to assist in the development of a Downtown Grocery Store Market Sounding. This includes collection of data and preparation of a report for the City's Administration. Given SREDA's expertise in the area of business attraction and economic development, our organization is well-suited to conduct this work on behalf of the City.

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#### **OBJECTIVES**

The purpose of a Market Sounding is to gather information directly from an industry to gauge its interest in a project and determine the conditions necessary to secure an investment. In this case, the Market Sounding involves a series of questions posed to the grocery store industry to gauge interest in locating a grocery store in downtown Saskatoon. Questions include the locational and financial needs of the industry, and the types of incentives that may be necessary to secure such an investment in the downtown. The Market Sounding questions are outlined in Appendix A.

This Market Sounding process provides an opportunity for structured, confidential dialogue between SREDA and the private sector. If sufficient interest exists from the grocery industry, the information gained through the Market Sounding process will help determine the best course of action to bring a grocery store development to fruition in the downtown area.

#### METHODOLOGY

During the first phase of this project, SREDA conducted research on the current context and issues surrounding the grocery retail sector, specifically as it pertains to grocery stores in downtown locations. The obstacles and efforts made by other municipalities to establish a grocery store in downtown locations were identified and described in the first section of this report.

With the support of the City of Saskatoon's Administration, SREDA developed the Market Sounding questions. These questions were developed with the grocery store industry in mind. They are aimed to gauge this industry's interest in locating a grocery store a downtown area. The Market Sounding questions addressed the following topics:

- Current Operations
- Risks and Challenges
- Store Features
- Site Conditions

SREDA distributed the Market Sounding questions along with a project summary to identified companies that may be interested in participating in the Sounding. One-on-one interviews were scheduled with interested organizations to discuss each of the survey questions.

In total, SREDA completed eight interviews (seven over the phone and one in person). The participants included four large grocers (two privately held, one cooperative and one publicly traded), two independent grocers, one developer and one academic with relevant knowledge on the research subject. The interview data was then compiled and summarized based on the topic sections listed above. Three large chain grocers denied the request to provide an interview. All detailed information collected in the interview process of the Market Sounding remains confidential within SREDA.

#### FINDINGS FROM PREVIOUS STUDIES

During the first phase of this project, SREDA conducted research on the current context and issues surrounding the grocery retail sector, specifically as it refers to stores in downtown locations. Two prominent studies were found at this stage: a feasibility analysis associated with grocery store operations in downtown Winnipeg published in 2013 by CBRE Manitoba<sup>1</sup>, and a study conducted by the University of Alberta School of Retailing on current and proposed grocery store locations in seven Canadian urban centres<sup>2</sup>. The following section highlights the main findings of these studies.

#### The Grocery Store Sector

In the current environment, traditional grocers face increasing competition as other traditional operators expand their offerings<sup>3 4</sup>. This increase in competition makes the grocery industry one that is hard to enter, and difficult to become profitable in. According to the 2013 CBRE Manitoba<sup>5</sup> study, gross margins in the grocery business are approximately 25% of sales and net profit is generally less than two per cent of sales, these ratios are significantly lower than other retailing categories.

The table below summarizes the main advantages of large and small players in the grocery business, according to CBRE Manitoba<sup>6</sup>.

#### Advantages of being big

- Internal service departments such as purchasing, distribution, marketing and finance;
- Economies of scale when it comes to transportation, delivery and inventory.

#### **Opportunities in being small**

- Ability to offer specialty products, serve a local market or provide superior customer service;
- Ability to attend to customers particularly in urban centres, through smaller stores.

# **Optimal Population Density**

Population density is the main criteria examined when determining the location for a grocery store. This important indicator is measured in different ways, for example:

<sup>&</sup>lt;sup>1</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>2</sup> University of Alberta School of Retailing (2015). Grocery Stores in Canadian Urban Centres.

<sup>&</sup>lt;sup>3</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>4</sup> University of Alberta School of Retailing (2015). Grocery Stores in Canadian Urban Centres.

<sup>&</sup>lt;sup>5</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>6</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

- When grocery store space is less than three square feet per person, a trade area is underserved. The trade area for a typical urban grocer is about three kilometres radius (International Council of Shopping Centres in May 2008)<sup>7</sup>.
- Optimally, between 4 and 5 square feet of grocery retail per capita is desirable within a 500 meter trade area, with less than 3 square feet being considered a 'food desert'<sup>8</sup>.

#### Challenges of Having a Grocery Store Downtown

The main challenges highlighted by previous studies include:

- **Economies of scale:** smaller stores cannot take advantages of economies of scale in regards to purchasing, distribution, marketing and finance<sup>9</sup>.
- **Logistics:** stores located in downtown areas may face challenges in transporting, delivering and storing food. Delivery trucks may have to navigate downtown traffic, and inventory may take up a substantial space in store<sup>10</sup>.
- **Demographics:** the demographics in downtown locations, such as downtown Winnipeg, may experience lower income and higher unemployment rates, which would reflect negatively in store sales<sup>11</sup>.
- **Financing:** the process of setting up a new store will require intense capital investment, including leasehold improvements, equipment, inventory and working capital<sup>12</sup>.
- **Parking:** Parking constraints in downtown locations may pose a challenge to potential grocers looking to set up in a downtown area<sup>13</sup>.
- **Zoning:** Limits imposed on store sizes in certain areas may pose a challenge<sup>14</sup>.
- **Shrinkage:** Statistically, theft is more common in downtown areas, requiring enhanced security from store owners<sup>15</sup>.
- **Rents:** The cost of rent is typically higher in downtown areas when compared to suburbs. To remain profitable, the cost of rent should not surpass 4% of gross revenue in grocery stores<sup>16</sup>.

6

<sup>&</sup>lt;sup>7</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>8</sup> University of Alberta School of Retailing (2015). Grocery Stores in Canadian Urban Centres.

<sup>&</sup>lt;sup>9</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>10</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>11</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>12</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>13</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>14</sup> University of Alberta School of Retailing (2015). Grocery Stores in Canadian Urban Centres.

<sup>&</sup>lt;sup>15</sup> University of Alberta School of Retailing (2015). Grocery Stores in Canadian Urban Centres.

<sup>&</sup>lt;sup>16</sup> University of Alberta School of Retailing (2015). Grocery Stores in Canadian Urban Centres.

#### **Recommendations to Other Municipalities**

The following table summarizes the recommendations provided to the City of Winnipeg, in order to address the challenges of establishing grocery store operations in their downtown core<sup>17</sup>. Three recommendation areas were suggested: creating the environment for change, mitigating the risks and reducing the costs.

Creating The Environment For Change	The need to encourage mixed-use development and residential intensification to increase population density;
Mitigating The Risks	<ul> <li>Work with landowners to pinpoint suitable leasable spaces and discuss opportunities to realize favourable lease terms for a grocery operation;</li> </ul>
	<ul> <li>Establish a targeted recruiting strategy to secure a new downtown grocer;</li> </ul>
	<ul> <li>Prohibit the use of caveats that departing stores often place on their properties to prevent other grocers from operating on that site;</li> </ul>
	<ul> <li>Look at ways to enhance the Blue Loonie program to offset transportation and parking costs for grocery store customers in the downtown;</li> </ul>
Reducing The Costs	• Explore potential mechanisms to address that gap and encourage new grocery store development in the downtown.

#### **Other Opportunities**

The study published by CBRE Manitoba<sup>18</sup>, also looked at other opportunities to address the grocery demand in locations that do not gather the population density required for a full-service grocery store. These possibilities include microshops and small-scale food stores, and a downtown farmers market.

Regarding microshops and small-scale food stores, the study suggests the development of "incubator sized food stores of 500 to 1,500 square feet" <sup>19</sup>. These microshops would be dedicated to selling a specific product category (i.e. produce, baked goods, fish, confectionary, deli, cheese, etc.). Dozens of these microshops could be operated in the downtown area, and keep the development moving forward<sup>20</sup>.

<sup>&</sup>lt;sup>17</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>18</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>19</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

<sup>&</sup>lt;sup>20</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

The Winnipeg study<sup>21</sup> also covers the possibility of a large downtown farmer's market. The study points out that a downtown farmers market would not only fulfil a need, but it would also enhance the downtown appeal as a "place to live and visit".

#### MARKET SOUNDING RESULTS

The following section summarizes the main findings of the market sounding interviews. The interview data was compiled and summarized based on the interview topics.

#### **Current Operations**

Most interview participants currently operate, or have previously operated, a store in a downtown location. Some of the respondents run stores in British Columbia (Vancouver, Kelowna, Surrey), and others in Manitoba (Winnipeg). One of the participants had previous experience in operating a grocery store in downtown Saskatoon, one participant runs a food cooperative in Saskatoon, and one participant was a developer.

When asked about the risks associated with a downtown location, most respondents expressed concern about the lack of foot-traffic and insufficient population density to provide the sales volume that makes operations economically feasible. Safety concerns were also mentioned. Depending on the city and the store location in the downtown area, stores may face issues such as theft. One participant mentioned the risk of starting a business in a downtown location that may not be considered a "real" or "acceptable" grocery store in the eyes of the local residents, due to the store size.

#### **Risks and Challenges**

Regarding barriers that may prevent an organization from entering the downtown grocery store market, most participants talked about the costs associated with setting up a grocery store and most emphasized the high cost of real estate, financing and rent costs. Expanding on real estate, some participants cited the difficulty of finding the appropriate site for a grocery store in downtown locations. Location considerations included finding a building/location with the appropriate square footage and the associated rent costs. One participant mentioned the parking lot on 2<sup>nd</sup> Avenue and 25<sup>th</sup> street may be an ideal location for a grocery store in downtown Saskatoon.

A few participants stated that having the adequate space for parking, and managing the cost of fixtures and equipment would also present a barrier for potential entrants of the downtown grocery store market. One participant mentioned the impact of the decline in the value of the Canadian Dollar compared to the American Dollar and recent Saskatchewan budget

<sup>&</sup>lt;sup>21</sup> Kaufmann, Peter (2013). Downtown Grocery Store Feasibility Analysis. CBRE Manitoba.

announcements as factors significantly impacting grocers looking to set up a store anywhere in the province.

Considering the factors that are critical to the success of a downtown grocery store, all participants brought up population density and the number of households surrounding the store. These numbers allow store owners to predict the number of potential customers, sales and revenue. One participant mentioned there should be enough residents within a 2 to 4 block radius from the store to make it feasible. This participant also mentioned that the customer of a downtown store will shop on average three times a week, and carry a maximum of two bags, for a distance of two blocks. According to this same participant, a store may capture a maximum of 70% of the market surrounding its location, and that in order to be profitable, a store should aim to serve 10,000 customers per week, with an average purchase of \$20.

A different participant indicated that within a 4 block radius, the minimum customer base would be approximately 3,000 people (with a reasonable age distribution – if all seniors, this number would need to be higher). This participant went on to explain that in order to be specific about the population required, one would need to know the competitive landscape. For example, are there competitive grocery stores whose trading area would reach in to that 4 block radius? If yes, one would assess the ratio of the population that might have a preference for the other store and adjust the population requirement accordingly.

A few participants referred to the store mix and sufficient range of products as critical components to business success. The store mix should be carefully tailored to attend the demographics surrounding the store. A few participants mentioned that it may be limiting for a store to focus on attending only the downtown residents, and that the store needs to also focus on serving the surrounding neighborhoods. One participants mentioned that the ideal store needs to fit the downtown core, in terms of prices and neighborhood identity.

In one of the answers, the concept of "activity space" was introduced. A person's activity space is "the local areas within which a person moves or travels during the course of his/her daily activities". According to one participant, a store must be located within the residents' activity space in order to attract them as customers.

#### **Store Features**

Most respondents agreed that a version of a full-service store would be the best format for a downtown location. The detailed store features that would make a downtown location successful depend on the market/demographics surrounding the store. Most participants agreed that customers located in downtown areas are looking for a store with fresh and convenient offerings (produce, meat, hot meals, etc.) that they can visit almost daily for small purchases. One participant mentioned the possibility of having an "express" version of a full-service store, this participant mentioned some chains in England have adopted this model for downtown locations.

When asked about store features, one participant mentioned the Saskatoon downtown area is not ready to receive a grocery store; therefore the store type or services provided would not be determining factors for success. According to this participant, it is not possible to determine these features until the downtown core has sufficient population.

With regards to additional services increasing the chances of success, all respondents stated that having a pharmacy is good business and that pharmacy customers tend to be loyal to the store they chose to support. However, one participant with experience in operating stores in other downtown locations noted that in some cases it is not ideal to take away square footage space from the store (especially if the store is already small) to add a pharmacy.

Flowers and liquor (especially beer and wine) were mentioned by a few participants as services that would increase the store's chances of success. One participant mentioned that selling alcohol changes the perceived status of a grocery store. A few other participants mentioned that coffee shops (i.e. Starbucks), bookstore offerings, full service bakery/deli and a restaurant could also increase the success chances of downtown stores.

#### **Site Conditions**

The last section of the interview questions asked participants about the ideal site conditions for a downtown grocery store. The following topics were covered by participants.

#### **Property Size**

When asked about the ideal property size for a downtown location, participants had different opinions. Some mentioned the ideal property size for a grocery store downtown would range between 6,000 and 18,000 sq. ft., with about 2,000 sq. ft. for the back room. Other participants thought the store size should be much larger, ideally no less than 35,000 sq. ft. One participant stated that a pop-up store could be built in 20,000 sq. ft.

Regarding rent costs, one participant mentioned that in British Columbia a grocer would prefer to pay \$20 to \$30/square feet for a suburban property, compared to \$60 to \$70/square feet for a downtown location. Another participant mentioned that any location with a rent of \$20 per square foot or above, won't be feasible for grocers in Saskatoon. Regarding store space and property size, a few participants mentioned the ideal property for a downtown grocery store would be a mixed use property (grocery store on the first floor, and other services on floors above).

# Parking

All respondents agreed that customer parking is critical for the success of a downtown grocery store. One participant mentioned the ideal parking ratio for suburban locations is 4.5 parking spots per 1,000 square foot. For downtown locations with dense urban foot traffic, this ratio could go down to 3.5 to 3.75 parking spots per 1,000 square foot. If the foot traffic does not exist, the ratio should go back to 4.5.

A few participants mentioned a store in the downtown area should provide between 40 and 50 parking stalls to customers; while other said a minimum of 100 parking stalls should be provided. Other participants said 5 to 20 parking spots would be sufficient in a downtown location.

#### Accessibility

Regarding accessibility, participants pointed out a number of factors that would positively impact a downtown store, such as store visibility, store hours, walking accessibility and the presence of transit routes nearby. One participant noted the presence of transit routes close to the store also makes it easier for employees to commute to work. Another participant mentioned that the general income of the population living in the downtown area and the affordability of accommodation in the neighborhood are also important success factors.

A participant pointed out that it would be ideal to provide access from both sides of the store (i.e. two points of entry), giving customers the ability to come and go quickly. This participant also noted that traffic barriers could also create challenges for some stores, for example, prohibited right/left turns close to the store.

#### **City Incentives**

When asked about incentives that could make a downtown location more viable, most participants agreed that any financial incentives such as tax reliefs or rent subsidies would be of interest to store owners. One participant mentioned that ideally the city would subsidise the cost of fruits and vegetables for a new grocer in the downtown area.

A few participants also mentioned the City's Planning and Development Division should be flexible and reasonable when dealing with interested organizations. From a process point of view, the City should be "open for business" and easy to work with. According to most participants' past experiences it is very hard to work with cities that impose bureaucratic barriers, complex steps, restricting bylaws, red tape, complex licenses or zoning.

One participant mentioned that incentives could be offered to developers who included a food store on the main floor of a building. This participant suggested that there would need to be parameters, so that developers are not receiving perks for a convenience store, for instance. Incentives could be offered to developers who have a food store that carries a higher ratio of produce and whole food items over convenience and packaged food, or that a percentage of total offerings were fruits and vegetables. One participant pointed out that taxes are a small part of the store operation costs; therefore, although tax breaks would be welcome they would not be enough to make an organization decide to locate in the downtown area.

#### **Other Comments**

When asked to provide other comments, a few participants mentioned that unless there's a site with the appropriate specifications for a grocery store in downtown Saskatoon, the City should take a long-term approach and get developers and builders on board to bring residents back to

the downtown area. If the ideal site is already in place (12,000 to 18,000 sq. ft. and no pillars), it may be easier to get a grocery store in downtown Saskatoon.

Another respondent noted that customers of a downtown grocery store shop differently than the ones in suburban areas. In suburban areas the purchases will reach the \$300 to \$500 point, while in a downtown area the purchases are smaller (\$40 to \$50 per purchase). As well, customers buy for the day or couple of next days unlike the suburban shopper that takes a longer term approach to grocery shopping. The target market of a downtown grocery store should be the business crowd working in the downtown area. These individuals are busy and looking for convenient and quick meals. The downtown grocery store should focus on product offering and provide fresh and gourmet options.

Lastly, one participant mentioned that it would be interesting to transform the roof of the store into a community garden. This participant also mentioned the possibility of the store accepting food vouchers that are currently distributed to the population by the Health Region.

#### CONCLUSIONS

This Market Sounding is comprised of a series of questions posed to the grocery store industry to gauge interest in locating a grocery store downtown. Questions included the locational and financial needs of the retail grocery industry and possible incentives necessary to secure investment in a downtown location. In sum, the main themes highlighted by participants are outlined in Figure 1.



Figure 1. R	esults of Market	Sounding	Categorized b	v Theme
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#### **Risks and Challenges**

- Insufficient population density to make operations economically feasible;
- Safety issues in a downtown location;
- Costs associated with setting up a grocery store.

#### Store Features

- Full-service store;
- Fresh and convenient offerings (produce, meat, hot meals, etc.);
- Pharmacy, flowers and liquor (wine).

#### Site Conditions

- Participants did not reach a consensus about property size;
- Mixed use property (grocery store on the first floor, and other services on floors above);
- Parking is critical for the success of a downtown grocery store;
- Store visibility, walking accessibility, and the presence of transit routes nearby.

#### City Incentives

- Financial incentives such as a tax relief, or a tax holiday, would be of interest;
- From a process point of view, the City should be "open for business" and easy to work with.

#### **APPENDIX A - MARKET SOUNDING QUESTIONS**

The questions below are representative of those we would like to discuss during a phone or inperson interview. Your input is very important to our understanding of the challenges your industry faces with downtown locations, and will help us to identify ways to assist in making a downtown grocery store a reality in Saskatoon. Your time and insights are greatly appreciated.

#### **Current Operations**

- 1. Does your organization have previous or current experience in operating a downtown grocery store in Saskatoon or any other cities in Canada?
  - a. If yes, are they still in operation and in what cities?
  - b. What were the risks encountered when considering these locations, and how did you manage these risks?

#### **Risks and Challenges**

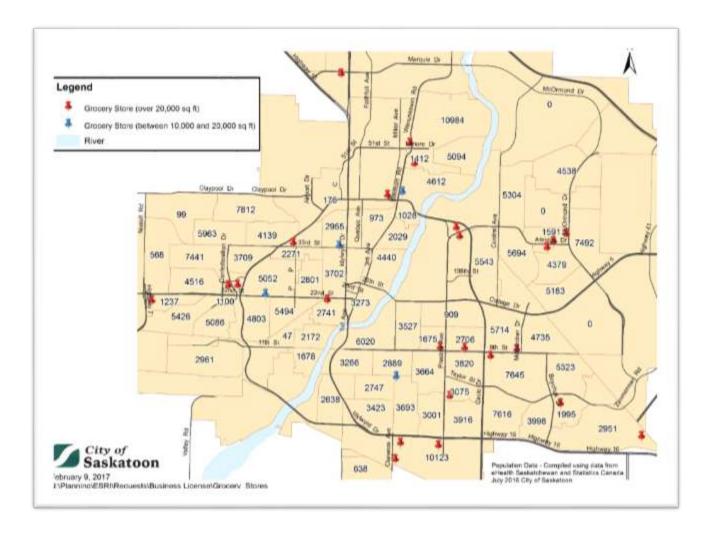
- 2. What barriers do you perceive may exist that prevent your organization from entering the downtown grocery store market?
- **3.** What factors do you believe are critical to a successful downtown grocery store? (*Location, store format, product selection, access, etc.*)

#### **Store Features**

- **4.** What store type do you believe would provide the best chance for success in the downtown? (*Convenience, Full-Service, Supermarket, Hypermarket, Member Club, etc.*)
- **5.** In addition to groceries, what additional services would increase the chance for success? *(Pharmacy, flowers, liquor, etc.)*

#### Site Conditions

- 6. What would be the ideal property size for a grocery store?
- 7. How important do you feel parking and vehicle accessibility?
  - a. How many parking stalls do you think would be ideal?
- 8. What locational factors and site features are most important when locating a grocery store? (*High exposure, easy access, bus route, available parking, etc.*)
  - a. Are there any differences between suburban and downtown locations?
- 9. What is needed to make a downtown location viable? (May include City incentives)
- **10.** Any other key elements and/or barriers relevant to a downtown grocery store that we may have missed?



# **Current Grocery Store Locations in Saskatoon**

# Stabilization of Funding for the Affordable Housing Reserve and Proposed Amendments to Reserves for Future Expenditures Policy No. C03-003

# Recommendation

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council that it consider implementing the proposed housing funding strategy, as outlined in this report, for the 2019 budget year.

# **Topic and Purpose**

The purpose of this report is to provide a stabilized funding strategy, beginning in 2019, to maintain a base level of funding for the Affordable Housing Reserve.

# **Report Highlights**

- 1. This report outlines a stabilized funding strategy, beginning in 2019, that will ultimately provide \$750,000 annually to the Affordable Housing Reserve (Reserve).
- 2. The sale of tax title properties is not a significant revenue source for the Affordable Housing Reserve.
- 3. Operational surpluses from the housing program are a potential funding source for the Reserve.
- 4. The level of funding proposed in this report will result in lower annual housing targets.

# **Strategic Goal**

This report supports the City's Strategic Goal of Quality of Life with the long-term priority of increasing the supply and range of affordable housing options.

# Background

In 1987, City Council established the Reserve to support community partners in the development of affordable housing. The Reserve has received funding allocations under various strategies over the past 30 years, averaging \$1.3 million annually. A summary of funding strategies and allocations for the Reserve from 2000 to 2018 is found in Attachment 1.

At its July 16, 2007 meeting, City Council set the goal of creating 500 new affordable housing units per year in response to a growing shortage of affordable housing in the city.

In 2010, City Council established a strategy to reach a base level of funding of \$1.5 million annually, which would be provided from the mill rate. The base funding was to be phased in over six years at \$250,000 per year. During the phase-in period, the

difference between the target of \$1.5 million and the current level of support would be back filled from surplus funds from the Neighbourhood Land Development Fund (Fund). On September 26, 2011, City Council suspended this strategy due to the availability of provincial cost sharing for various City housing programs for a five-year period from 2011 to 2016. As a result, the annual operating contribution to the Reserve has remained at \$250,000 since 2011. Contributions to the Reserve from the Fund have continued on an ad hoc basis.

At its June 24, 2013 meeting, City Council approved the <u>Housing Business</u> <u>Plan 2013-2022</u> (Housing Business Plan), which was designed to support the creation of at least 500 new attainable housing units per year over the next ten years and meet the long-term target set by City Council in 2007. The new term "attainable units" was adopted because the overall target included affordable units which are subsidised by the Reserve, as well as purpose-built rental and entry-level housing, which do not receive funding from the Reserve.

During its March 21, 2016 meeting, City Council received the annual status report on the ten-year Housing Business Plan and instructed the Administration to report back on stabilization of funding to the reserve.

At its November 30, 2016 Business Plan and Budget Review meeting, City Council allocated \$1 million from the Fund to the Reserve to provide \$500,000 for each of 2017 and 2018.

# Report

# Stable Funding for the Affordable Housing Reserve

The Administration is recommending that City Council consider reintroducing a funding strategy for the Reserve similar to the one suspended in 2011, but on a smaller scale. The strategy would eventually reach a base level of funding for the Reserve of \$750,000 annually from mill rate increases. The funding would be phased in over five years at \$100,000 per year (see Attachment 2).

During the phase-in period, the difference between the target allocation of \$750,000 and the current level of support from property taxes (\$250,000) would be back filled with an annual allocation from the Fund. The target for the annual allocation would be \$400,000 in 2019 and would decrease by \$100,000 each year until the \$750,000 allocation was fully funded through mill rate increases, beginning in 2023 (see Attachment 2). The annual allocation from the Fund would be subject to availability and approved by City Council at the annual Business Plan and Budget Review meeting.

Consideration and potential adoption of this strategy will allow the Administration to plan and communicate the available 2019 funding to attainable housing providers in advance of the 2019 Business Plan and Budget Review meeting. In this way, a stable funding strategy will allow for proactive project planning by housing providers on an on-going basis.

#### The Sale of Tax Title Properties is not a Significant Revenue Source

Reserves for Future Expenditures Policy No. C03-003 requires that the net proceeds of the sale of property acquired by the City, as a result of tax enforcement proceedings, be allocated to the Reserve. However, this should not be considered a significant source of revenue for the Reserve. When a tax title property is sold, there are expenses to be recovered. The City is required to return excess funds to the original owner if the property is sold within one year. The last funding received by the Reserve from this source was in 1999 when a tax title sale resulted in revenue of \$89,630.

#### Operating Surpluses from the Housing Program are a Potential Revenue Source In addition to funding that flows through the Reserve, the Housing Program also receives approximately \$175,000 in funding through the City's operating budget. A large part of this operating funding covers expenses related to operating agreements with the Saskatoon Housing Authority. Under these agreements, the City covers 5% of the operating expenses on affordable housing projects built over 50 years ago. The amount of this expense varies from year to year, and occasionally, these projects generate a small amount of revenue that is shared with the City.

Currently, unused funds in the housing budget stay in the City's general operating fund as a surplus at year-end. The Administration is recommending that revenue resulting from the agreements with the Saskatoon Housing Authority and unused operating funds from the housing budget be transferred to the Reserve at year-end. Over the past five years, an annual average of \$64,606 would have been generated through this source.

# The Proposed Level of Funding will Result in Lower Housing Targets

To achieve the long-term target set by City Council of 500 new attainable units per year, funding of at least \$1.3 million annually would be required for the Reserve. Approving the funding strategy recommended in this report would require City Council to reduce the annual target, particularly in the area of the highly-subsidized affordable rental units. A high-level estimate could see approximately 250 attainable housing units per year being supported by annual contributions to the Reserve of \$750,000.

# **Options to the Recommendation**

- City Council could increase the base level of funding in the funding strategy to \$1.3 million annually, consistent with the level of funding provided over the last 18 years. A funding source has not been identified for this option.
- 2. City Council could choose to not implement a funding strategy for the Reserve and continue to make an annual allocation to the Reserve at the Business Plan and Budget Review meeting. Annual allocations to the Reserve were \$500,000 in the 2016 to 2018 period, in addition to \$250,000 from the mill rate.

# Public and/or Stakeholder Involvement

Public and/or stakeholder involvement is not required.

#### **Financial Implications**

The recommendations in this report include a \$750,000 annual allocation to the Reserve, beginning in 2019 as described in Attachment 2. The recommended policy change to transfer unused operating funds designated for attainable housing to the Reserve would result in these funds not being available for other operating purposes.

#### **Policy Implications**

Upon City Council's approval, the Administration will make the applicable revisions to Reserves for Future Expenditures Policy No. C03-003 (see Attachment 3).

#### **Other Considerations/Implications**

There are no environmental, privacy, or CPTED implications or considerations; a communication plan is not required.

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

The Administration will report in due course, with recommended housing targets for 2018, based on already approved 2018 funding.

#### **Public Notice**

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

#### Attachments

- 1. Historic Funding of the Affordable Housing Reserve
- 2. Proposed Funding Strategy for the Affordable Housing Reserve
- 3. Proposed Amendments to Reserves for Future Expenditures Policy No. C03-003

#### **Report Approval**

Written by: Daryl Sexsmith, Housing Analyst, Planning and Development
 Reviewed by: Lesley Anderson, Director of Planning and Development
 Approved by: Randy Grauer, General Manager, Community Services Department
 Clae Hack, Acting General Manager, Asset and Financial Management Department
 Murray Totland, City Manager

S/Reports/2017/PD/PDCS – Stabilization of Funding for the Affordable Housing Reserve and Proposed Amendments to Reserves for Future Expenditures Policy No. C03-003/ks/df

# Historic Funding of the Affordable Housing Reserve

The Reserve has been funded under various strategies over the years, as outlined below:

**<u>2000 to 2004</u>**: The Reserve received 10% of the land component on the sale proceeds of new residential, commercial, and industrial lots.

**<u>2005 to 2007</u>**: The Reserve received a fixed contribution of \$500,000 annually from the Fund.

**<u>2008 to 2012</u>**: The Reserve received a fixed contribution of \$2.5 million annually from the Fund, with additional contributions from the Fund in 2011 and 2012.

**<u>2011 to 2018</u>**: In 2011, City Council amended Reserves for Future Expenditures Policy No. C03-003 to provide an annual contribution to the Reserve of \$250,000 from the mill rate.

2014 to 2018:	The Reserve received ad hoc funding annually from an allocation of
surplus funds f	rom the Fund.

Year	Funding Fro the Fu		ling From Mill Rate		Other Funding	Total By Year
2000	\$ 379,8	336 \$	0	\$	0	\$ 379,836
2001	\$ 805,7			\$	0	\$ 805,717
2002	\$ 846,8	394 \$	0	\$	0	\$ 846,894
2003	\$ 457,3	351 \$	0	\$	0	\$ 457,351
2004	\$ 366,6	631 \$	0	\$	0	\$ 366,631
2005	\$ 500,0			\$	0	\$ 500,000
2006	\$ 500,0			\$	0	\$ 500,000
2007	\$ 500,0	000 \$	0	\$	0	\$ 500,000
2008	\$ 2,500,0			*\$	400,000	\$ 2,900,000
2009	\$ 2,500,0			\$	0	\$ 2,500,000
2010	\$ 2,500,0	000 \$	0	\$	0	\$ 2,500,000
2011	\$ 3,750,0	000 \$	250,000	\$	0	\$ 4,000,000
2012	\$ 2,750,0			\$	0	\$ 3,000,000
2013	\$	0 \$	250,000	\$	0	\$ 250,000
2014	\$ 1,000,0			**\$	500,000	\$ 1,750,000
2015	\$ 1,000,0	000 \$	250,000	\$	0	\$ 1,250,000
2016	\$ 500,0	000 \$	250,000	\$	0	\$ 750,000
2017	\$ 500,0		,	\$	0	\$ 750,000
2018	\$ 500,0	000 \$	250,000	\$	0	\$ 750,000
Total	\$21,856,4	-	2,000,000	\$	900,000	\$24,756,429
Average	\$ 1,214,2	246 \$	5 111,111	\$	50,000	\$ 1,375,357

\*\$400,000 from the Community Services Department Plan Review and Inspection Service Stability Reserve

\*\*\$500,000 from the Pleasant Hill Village Revitalization Project

# Proposed Funding Strategy for the Affordable Housing Reserve

Year	Amount	Sources
2018	\$250,000	Mill Rate (in place)
	\$500,000	Allocation from the Fund (in place)
2019	\$350,000	Mill Rate
	\$400,000	Allocation from the Fund
2020	\$450,000	Mill Rate
	\$300,000	Allocation from the Fund
2021	\$550,000	Mill Rate
	\$200,000	Allocation from the Fund
2022	\$650,000	Mill Rate
	\$100,000	Allocation from the Fund
2023 (and beyond)	\$750,000	Mill Rate (Phase-In Complete)

# **Recommended Budget Allocation and Funding Sources**

# **ATTACHMENT 3**

# Proposed Amendments to Reserves for Future Expenditures Policy No. C03-003

(Bolded highlights denote proposed amendments; strikethroughs denote proposed deletions)

#### 5. AFFORDABLE HOUSING RESERVE

#### 5.1 Purpose

To support housing development in Saskatoon as guided by Policy C09-002, Innovative Housing Incentives.

#### 5.2 Source of Funds

Provisions to this Reserve shall consist of:

- a) The net proceeds from the sale of property that the City acquired as a result of tax enforcement proceedings;
- b) An annual allocation of \$250,000 \$750,000, beginning in 2011 2019, from the City's annual operating budget; phased in with incremental annual provisions of \$100,000 per year for five years, beginning in 2019 and ending in 2023; and
- Funding shortfalls to meet the annual targets set by City Council shall come from an annual allocation from the Neighbourhood Land Development Fund Unspent funds that were budgeted for attainable housing in the annual operating budget.