



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

Monday, August 17, 2015, 9:00 a.m.

Council Chamber, City Hall  
Committee:

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

Pages

1. CALL TO ORDER

2. *CONFIRMATION OF AGENDA*

8 - 34

*Recommendation*

1. That the report of the General Manager, Transportation & Utilities Department dated August 17, 2015 be added as item 10.1 under Urgent Business;
2. That request to speak from Mr. Dave Hepburn be added to item 7.2.3 and that he be heard; and
3. That the agenda be confirmed as amended.

3. DECLARATION OF PECUNIARY 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 July 20, 2015 be approved.

5. UNFINISHED BUSINESS

6. COMMUNICATIONS (requiring the direction of the Committee)

6.1 Delegated Authority Matters

6.2 Matters Requiring Direction

6.2.1 2016 Proposed Budgets - Advisory Committees

As required for all advisory committees, proposed budgets are submitted for consideration by the Standing Policy Committees prior to placement in the 2016 Business Plan and Budget document for review at the time of budget deliberations. Proposed budgets have been put forward by the following Advisory Committees for consideration by the Standing Policy Committee on Planning, Development and Community Services:

Advisory Committee on Animal Control (same as 2015 Approved Budget):

- \$5,500 – Pet Wellness Brochure
- \$6,000 – Pet Rewards Program
- \$6,000 – Educational Campaigns
- \$2,500 – Pet Scoop Bags
- \$1,300 – Other Initiatives
- \$21,300 – Total Proposed 2016 Budget.

Municipal Heritage Advisory Committee (same as 2015 Approved Budget):

- \$ 5,700 – Conferences, Education and Research
- \$ 5,700 – Heritage Awards Program
- \$ 5,800 – Doors Open Event
- \$ 500 – Heritage Festival
- \$ 200 – Memberships
- \$17,900 – Total

Municipal Planning Commission (same as 2015 Approved Budget)

- \$5,000 – Education (Conferences)

Public Art Advisory Committee (same as 2015 Approved Budget)

\$2,800 – Annual Bus tour of sculpture sites, education programs and memberships

### **Recommendation**

That the proposed 2016 budgets of the Advisory Committee on Animal Control, Municipal Heritage Advisory Committee, Municipal Planning Commission and the Public Art Advisory Committee be forwarded to the 2016 Business Plan and Budget deliberations for consideration at the appropriate time.

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

- 6.3.1 Saskatoon Downtown Office Vacancy Round Table Report - SREDA [File No. CK. 3500-1] 35 - 40**

A request to speak dated July 24, 2015 has been received from Mr. David Gauthier, SREDA.

### **Recommendation**

1. That Mr. Gauthier be heard; and
2. That the information be received.

- 6.3.2 Medical Marijuana Dispensary Regulations [File No. CK. 4350-1] 41 - 51**

A request to speak dated July 31, 2015 has been received from Mr. Mark Hauk, The Saskatchewan Compassion Club.

### **Recommendation**

1. That Mr. Hauk be heard; and
2. That the direction of Committee issue.

## **7. REPORTS FROM ADMINISTRATION**

### **7.1 Delegated Authority Matters**

- 7.1.1 Land Use Applications Received by the Community Services Department for the Period Between July 3, 2015 to July 29, 2015 [Files CK. 4000-5, PL. 4350-1, PL. 4132, PL. 4115, PL. 4350 and PL. 4300] 52 - 65**

### **Recommendation**

That the information be received.

- 7.1.2 Sale of Predesignated Care Home Lots [Files CK. 4215-1 and PL. 4005-5-3] 66 - 69**

**Recommendation**

That the information be received.

**7.2 Matters Requiring Direction**

- 7.2.1 Vacant Lot and Adaptive Reuse Incentive Program - 322 Avenue C South [Files CK. 4110-45 and PL. 4110-71-52] 70 - 73**

**Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council at its meeting to be held on September 28, 2015:

1. That a five-year tax abatement equivalent to 53% of the incremental taxes for the redevelopment of 322 Avenue C South be approved;
2. That the five-year tax abatement take effect in the next taxation year following completion of the project; and
3. 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.

- 7.2.2 Name Suggestion for South Bridge (Options for a Possible Naming Process) [Files CK. 6310-1 and PL. 4001-5] 74 - 83**

**Recommendation**

That the report of the General Manager, Community Services Department, dated August 17, 2015, be forwarded to City Council for information at its meeting to be held on September 28, 2015 .

- 7.2.3 Inquiry - Councillor Z. Jeffries (June 23, 2014) - Energy Efficient Building Standards in New Dwelling Construction [Files CK. 4216-1, 4130-1 and PL. 4350-242/14] 84 - 86**

Request to Speak - Dave Hepburn

**Recommendation**

That the report of the General Manager, Community Services Department, dated August 17, 2015, be forwarded to City Council for information at its meeting to be held on September 28, 2015.

7.2.4	<b>2015 Cultural Grant Capital Reserve Awards [Files CK. 1871-2 and RS. 1860-21]</b>	87 - 88
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**Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council at its meeting to be held on September 28, 2015 that the project funding recommended by the Cultural Grant Capital Reserve Adjudication Committee be approved.

7.2.5	<b>Community Support Grant Reserve: Request to Update Reserve for Future Expenditures Policy No. C03-003 [Files CK. 1870-1 and RS. 1870-2-6]</b>	89 - 90
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**Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council at its meeting to be held on September 28, 2015 that Reserve for Future Expenditures Policy No. C03-003 be amended, as outlined in the report of the General Manager, Community Services Department dated August 17, 2015.

7.2.6	<b>Innovative Housing Incentives - New Rental Construction Land Cost Rebate Program - LutherCare Communities and Meridian Development Corporation - 250 Hunter Road [Files CK. 750-4 and PL. 952-6-28]</b>	91 - 96
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**Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council at its meeting to be held on September 28, 2015:

1. That a five-year incremental tax abatement of residential taxes be applied to the 159 purpose-built rental units to be constructed at 250 Hunter Road, commencing the next taxation year following completion of the project;
2. That a matching cash grant equal to the value of the five-year incremental tax abatement for 134 units, to a maximum of \$5,000 per unit, estimated at \$347,225, be approved for this project; and
3. That the City Solicitor be requested to prepare the

necessary tax abatement and incentive agreements, and that His Worship the Mayor and the City Clerk be authorized to execute these agreements under the Corporate Seal.

- 7.2.7 Offer to Donate the Sculpture Dream Maker [Files CK. 4040-1 and RS. 1870-13] 97 - 100**

**Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council at its meeting to be held on September 28, 2015:

1. That the donation of the sculpture “Dream Maker” from artist Floyd Wanner be accepted by the City of Saskatoon, as recommended by the Public Art Advisory Committee and Civic Administration; and
2. That upon acceptance of the sculpture, the Administration work with the Pleasant Hill community to consider the Grace Adam Metawewinhk Park as a possible permanent location for the sculpture, as recommended by the Public Art Advisory Committee.

**8. MOTIONS (notice previously given)**

**9. GIVING NOTICE**

**10. URGENT BUSINESS**

- 10.1 Servicing Agreement - Arbutus Meadows Partnership - Rosewood Commercial Area - Subdivision 25/14 [Files CK. 4110-40 and TU. 4111-48] 101 - 126**

**Recommendation**

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council at its meeting to be held on August 20, 2015:

1. That the Servicing Agreement with Arbutus Meadows Partnership, for a portion of the Rosewood Commercial Area to cover Parcel Z, all in Southwest Quarter Section 16 and Southeast Quarter Section 17, Range 4, West of the third Meridian, be approved; and
2. That His Worship the Mayor and the City Clerk be authorized to execute the Agreement under the corporate seal.

11. IN CAMERA SESSION (If Required)

12. ADJOURNMENT

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## **Servicing Agreement – Arbutus Meadows Partnership - Rosewood Commercial Area – Subdivision 25/14**

### **Recommendation**

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

1. That the Servicing Agreement with Arbutus Meadows Partnership, for a portion of the Rosewood Commercial Area to cover Parcel Z, all in Southwest Quarter Section 16 and Southeast Quarter Section 17, Range 4, West of the third Meridian, be approved; and
2. That His Worship the Mayor and the City Clerk be authorized to execute the Agreement under the corporate seal.

### **Topic and Purpose**

This report is to obtain City Council approval to enter into a Servicing Agreement to assign responsibility for the construction and payment of various servicing items for property within the Rosewood Commercial Area.

### **Report Highlights**

The Administration is recommending that the Servicing Agreement with Arbutus Meadows Partnership (Attachment 1) be entered into to cover the development of Parcel Z, all in the Southwest Quarter Section 16 and Southeast Quarter Section 17, Range 4, West of the third Meridian.

### **Strategic Goal**

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

### **Background**

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

### **Report**

The City is recommending that a Servicing Agreement be entered into with Arbutus Meadows Partnership to cover the development of Parcel Z, all in the Southwest Quarter Section 16 and Southeast Quarter Section 17, Range 4, West of the third Meridian, subject to the following, which includes both standard and a number of non-standard clauses which are necessary due to the unique nature of the development, and have been agreed upon by the developer:



- A. Standard Items:
1. Servicing of the development area is to be completed before December 31, 2015.
  2. That the prepaid service rates be such rates as the Council of the City of Saskatoon may have in general force and effect for the 2015 season.
- B. Non Standard Items:
1. Future Lanes along the proposed Zimmerman Road south of Rosewood Boulevard will be paid for by the implementation of a charge assessed to the Developer.
  2. A fee will be charged for a portion of the cost of the future interchange at Zimmerman Road/Highway 16 upon subdivision.
  3. A traffic impact study supports the majority of the cost for traffic signals to be paid for by the Developer.
  4. A number of upgraded improvements will be needed at the Highway 16 intersection and along Zimmerman road that will be funded by the Developer.
  5. A letter of credit has been submitted by the developer to cover the estimated expenditures for the first phase of development.

### **Options to the Recommendation**

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

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

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

### **Communication Plan**

At the time the concept plans were unveiled, notices were distributed to all property owners in the area and surrounding area. As well, the local community associations were notified. If construction impacts the neighbouring residents or initiates renewed public interest, additional communications may be considered to address unanticipated or emerging needs.

### **Financial Implications**

The funding for any private developer responsibility has been addressed within the servicing agreement. The funding for all construction that is the responsibility of the City of Saskatoon is self-supporting and approved in the Prepaid Capital Budget.

### **Environmental Implications**

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

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

A CPTED plan is not required for this construction as per Administration Policy A09-034.

**Other Considerations/Implications**

There are no policy or privacy implications.

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

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

**Public Notice**

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

**Attachment**

1. Servicing Agreement – The City of Saskatoon and Arbutus Meadows Partnership.

**Report Approval**

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

## Servicing Agreement

The effective date of this Agreement is \_\_\_\_\_, 2015.

Between:

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

- and -

**Arbutus Meadows Partnership**, a Saskatchewan partnership, carrying on business in the City of Saskatoon, in the Province of Saskatchewan (the “Developer”)

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

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

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

Now therefore the City and the Developer agree as follows:

### Part I Introduction

#### Plan of Proposed Subdivision

1. The Plan showing the proposed subdivision of the Southwest Quarter Section 16 and Southeast Quarter Section 17, all in Township 36, Range 4, West of the Third Meridian, located in the City of Saskatoon, in the Province of Saskatchewan, in the Dominion of Canada, attached to this Agreement as Schedule “A” is made part of this Agreement.

## Definitions and Term

2. (1) Throughout this Agreement:
  - (a) “Development Area” means all that portion of the lands outlined in red on Schedule “A”, consisting of approximately 296 metres of frontage and 6.0 hectares in size, being those lands which, subject to regulatory approval, have been approved for development; and
  - (b) “Manager” means the General Manager of the City’s Transportation and Utilities Department.
- (2) The term of this Agreement shall be two years commencing on the effective date and ending on the day two years from the effective date (the “Term”).

## Part II Off-Site Servicing

### City Servicing

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

- (j) Street Lighting Service;
- (k) Lift Station Service;
- (l) Inspection Service;
- (m) Prepaid Extended Maintenance Service;
- (n) Community Centre;
- (o) Storm Pond Dedication Service;
- (p) Highway 16 & Zimmerman Road Interchange Service;
- (q) Zimmerman Road lane Service; and
- (r) Servicing Agreement Service.

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

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

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

- (i) Planning Levy;
- (j) Street Lighting Charge;
- (k) Lift Station Levy;
- (l) Inspection Levy;
- (m) Prepaid Extended Maintenance Charge;
- (n) Community Centre Levy;
- (o) Storm Pond Dedication Charge;
- (p) Highway 16 & Zimmerman Road Interchange Charge;
- (q) Zimmerman Road Lane Charge; and
- (r) Servicing Agreement Fee.

(the “Development Charges”)

- (2) The Developer shall pay to the City the Development Charges as follows:
  - (a) within 21 calendar days after the execution of this Agreement, the Developer shall pay to the City 25% of all the Development Charges with the balance of the Development Charges being due and payable in three equal installments upon January 31, 2016, May 31, 2016, and September 30, 2016; and
  - (b) the Developer acknowledges that the Development Charges will be subject to such rates as the Council of The City of Saskatoon has established and has in general force and effect for the 2015 construction season; and
  - (c) the Developer acknowledges and agrees that should the construction of services as outlined in clause 13(a) not be completed to the base stage of road construction during 2015 that the Development Charges shall be adjusted to reflect the rates in effect for the construction year that all base material has been installed. The City acknowledges that should the Development Charges be adjusted, the payment schedule contained in clause 4(2)(a) shall be adjusted forward from the dates in this Agreement to the date construction commences in the subsequent year. The provisions of this clause shall not apply where the failure to reasonably complete results from any strike, labour dispute, or Act of God.

- (3) The Developer agrees that upon future subdivisions west of Zimmerman Road additional levies will be charged that were originally included within the Rosewood neighbourhood as follows:
- a) Highway 16 Interchange Charge
  - b) Transition Area Enhancement Fee

### **Cost Sharing of Services**

5. (1) The Developer acknowledges that the City will undertake the construction of various services as set out below that will benefit the Development Area.
- (2) The Developer agrees to pay a charge based on its proportionate area of the estimated cost of such services outlined in clause 5(2)(a) and 5(2)(b), as outlined in Schedule “B”:
- (a) a contribution for the future construction of an interchange situated at Zimmerman Road and Highway 16 outlined in yellow on Schedule “C” and noted in Clause 4(1)p. The charge will be calculated on all lands noted in red on Schedule “D” encompassing in total 43.35 hectares of commercial land, and a separate charge calculated in the future on all lands noted in Blue on Schedule “D” for the remaining 14.54 hectares of industrial land. The charge will initially be assessed on the Development Area and will be deferred upon further Subdivision, Sale, Lease or other disposition on the remaining lands; and,
  - (b) a contribution for the future construction of the most westerly lane along Zimmerman Roadway extending south of Rosewood Boulevard to Highway 16 outlined in blue on Schedule “C” and noted in Clause 4 (1)q. The charge will be calculated on all lands noted in red on Schedule “D” encompassing in total 43.35 hectares of commercial land, and a separate charge calculated in the future on all lands noted in Blue on Schedule “D” for the remaining 14.54 hectares of industrial land. The charge will initially be assessed on the Development Area and will be deferred upon further Subdivision, Sale, Lease or other disposition on the remaining lands; and,
- (3) The Developer agrees to pay the percentage of total cost for services as set out in this Subsection. For clarity, such percentage of total cost shall exclude land acquisition costs and interest. The percentage of total cost shall include labour, materials, supplies, detouring costs, design and engineering costs. Upon completion of the services set out in this Subsection, the City will prepare and

deliver to the Developer an invoice for payment of the Developer's proportionate share of the work, as evidenced by a certificate issued by a professional engineer. The invoice shall be paid by the Developer within 30 days of its receipt:

- (a) a contribution equal to 92% of the actual cost to signalize four intersections outlined in brown on Schedule "C" with traffic control devices. Of this cost the Development Area will pay 82.5% upon completion of each traffic control device and the remaining 17.5% will be deferred and charged upon development of the industrial lands noted in Blue in Schedule "D"; and,
  - (b) a contribution equal to 100% outlined in red on Schedule "C" of the actual construction cost to signalize the intersection adjacent to the commercial area on the Meadows Parkway; and,
  - (c) a contribution from the commercial and industrial lands equal to 100% of the actual construction cost to build a temporary lift station when required; and,
  - (d) a contribution from the commercial and industrial lands equal to 100% of the actual construction cost to build a temporary forcemain when required; and,
- (4) The Developer agrees to be responsible for 82.5% of the cost to build intersection additional turn bays, extended right and left lanes on Zimmerman Road as well as Highway 16 improvements noted in green on Schedule "C":
- (a) for clarity, the total cost shall exclude land acquisition costs and interest. The total cost shall include contract costs, street lighting, material testing, detouring costs, as well as 10% of the total cost for design and engineering costs. Upon completion of the services set out in this Subsection, the City will prepare and deliver to the Developer an invoice for payment of the Developer's proportionate share of the work, as evidenced by a certificate issued by a professional engineer. The invoice shall be paid by the Developer within 30 days of its receipt; and,
  - (b) if the South to West bound ramp to Highway 16 can be designed by the Developer as a permanent road at the correct elevation based on the design of the future interchange, the City will pay for the construction of the ramp, but if not, the Developer will pay a contribution equal to 100% of the actual construction cost to build the ramp; and,
  - (c) if the construction is altered to include the relocation of the existing 138kv power line within Rosewood such costs will be the total cost of the Developer.



- (4) Should any of the services as set out in this Section not be complete at the expiration of the Term, this Section shall survive the Term until the completion of the services, receipt of payment for same and the end of any applicable warranty period.

### **Payment Dates and Interest**

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

### **Retroactive Charges**

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

### **Letter of Credit**

8. Upon the execution of this Agreement, the Developer shall deposit with the City Clerk, City of Saskatoon, a letter of credit (“Letter of Credit”) in a form acceptable to the City Solicitor, City of Saskatoon, from a chartered bank carrying on business in the Province of Saskatchewan. The Letter of Credit shall be calculated in the amount of \$1,380.00 per front metre, being the sum of \$4,594,742.00 including an estimate for direct services in Section 5, and shall secure the Developer’s performance of the provisions of this Agreement. The Letter of Credit shall be irrevocable during the currency of this Agreement, but may be reduced from time to time in proportion to the amount of construction and Development Charges paid. The Developer shall keep the Letter of Credit current until completion of all construction of services provided for in this Agreement and until the full payment of all Development Charges and all other levies, fees and charges have been received by the City.

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

9. (1) The Developer may apply to the City, at the address mentioned in this Agreement respecting the delivery of notices, to undertake the design and construction of all those works and services to be provided by the City pursuant to clauses **3(f), 3(h), 5(3)(c) and 5(3)(d)** of this Agreement. The Manager shall forthwith consider any such application, and, if deemed appropriate, shall issue the Developer formal approval to proceed with all such works, or any portion thereof. Such approval shall prescribe to the current City standards and specifications applicable to any such works, and may be issued upon such terms and conditions, as the Manager, acting reasonably, considers appropriate.
- (2) Should the Developer undertake any works pursuant to Subsection 9(1) of this Agreement, the Developer agrees that all such works shall be constructed in accordance with the standards and specifications prescribed in the Manager's approval relating to the works.

### **Shallow Buried Utilities**

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

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

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

### **City's Indemnification**

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

### Part III Development Area Servicing

#### Developer Servicing Responsibilities

13. (1) Except as herein expressly provided, the Developer agrees that development and servicing is its sole responsibility and it agrees to cause the Development Area to be serviced and developed by the supply, placement, installation, construction and maintenance of the following services:
  - (a) Direct Services:
    - (i) Water mains;
    - (ii) Sanitary sewer mains;
    - (iii) Storm sewer mains;
    - (iv) Grading;
    - (v) Water and sewer service connections;
    - (vi) Sidewalks and curbing;
    - (vii) Walkways;
    - (viii) Paved lanes;
    - (ix) Street cutting; and
    - (x) Street paving.
  - (2) The Developer agrees to provide a temporary roadway connection at their cost extending from the existing Patience Lake Road to Market Drive including the following:
    - a) provide an engineering drawing to the City of Saskatoon for approval indicating the structure of the roadway; and,
    - b) design and construct the roadway with a gravel base standard if the intent is to leave the roadway in place for a period of less than 2 years from the completion of Zimmerman Roadway; and,

- c) design and construct the roadway with a paved surface if the length of time the roadway will be in service will exceed two years from the completion of Zimmerman Road; and,
- d) decommission the existing Patience Lake Road between Zimmerman road and the location of the temporary road.
- d) maintain the temporary road to the same standard as established by the Saskatchewan Ministries of Highways; and,
- e) upon construction of the permanent connection of Patience Lake Road to Market Drive to decommission the temporary roadway including the cost for legally closing the right-of-way.

**Developer Warranties**

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

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

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

(2) The Developer shall put up such barricades, lights or other protection for persons and property as will adequately protect the public or any person in the neighbourhood and maintain same during the course of construction, and, upon

the request of the Manager or the Saskatoon Police Service, shall improve or change same.

- (3) When the Developer has completed all of the storm sewers, sanitary sewers, waterworks, easement cutting, sidewalks and curbs and paving pursuant to any work done under Subsection 14(1), it may so notify the Manager, in writing, who shall within 15 days of such a notice, carry out the required inspection, and if the Manager is satisfied on inspection that the work is substantially complete and will not be materially affected by other work, he shall within 15 days issue a Construction Completion Certificate to that effect, and the maintenance period for the works included in the Certificate shall start on the day the Certificate is issued.
- (4) Upon completion and acceptance by the Manager as required in Subsection 14(3) hereof, the Developer shall carry out any work, by way of repair or replacement, as directed by the Manager, and which the Manager acting reasonably deems necessary to conform to the approved plans and specifications:
  - (a) after the issuance of the Construction Completion Certificate, the Developer shall be responsible for any and all repairs and replacement to any utilities and improvements which may become necessary up to the end of the maintenance periods set out in Subsection 14(1);
  - (b) if during the construction or maintenance period any material defects become apparent in any of the utilities or improvements installed or constructed by the Developer under this Agreement, and the Manager requires repairs or replacements to be done, the Developer shall be so notified, and within a reasonable time after said notice shall cause any repairs or replacements to be done, and if the Developer shall default, or any emergency exists, the City may complete the repairs or replacement and recover the reasonable cost thereof from the Developer;
  - (c) the Developer shall be responsible for adjusting all hydrants and main valve boxes and all service valve boxes to the established grades as they are developed, until such time as the City issues the Construction Completion Certificates for the maintenance of streets and lanes; and
  - (d) the Developer agrees that maintenance is a continuous operation that must be carried on until the expiry date of the maintenance period for each and every utility, and that no releases from liability of any kind will be given until all repairs or replacements required by the Manager acting reasonably in his final inspection reports have been made. The final inspection reports shall be completed no later than 60 days prior to the end of the warranty period. A formal release will be issued upon correction of all deficiencies listed in the final inspection reports.

- (5) During the maintenance periods referred to in this Agreement and notwithstanding any other provisions to the contrary, in the case of an emergency involving the breakage of a waterline or the stoppage of a sewer line constructed by the Developer, the City may take such emergency repair measures as it deems necessary, through its officers, servants or agents, on its behalf, to prevent damage to property, and the reasonable costs of such repair work shall be payable by the Developer on demand.

### **Developer Covenants**

15. In relation to the development and servicing of the Development Area, the Developer agrees:

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

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

- (b) (i) to provide all utility, construction and service easements which may be required, at no cost to the City or any other utility agency or service, and to comply with the terms of any easement agreement entered into by the Developer with respect to such easements provided that such easements shall not materially adversely affect the development of the Development Area;
- (ii) to provide and register a utility easement plan if required by the Manager; and
- (iii) to provide for a covenant in all sale, ground lease or transfer agreements within the Development Area to the effect that the grades set on any such easements shall not be altered without the prior approval of the Manager, whose approval will not be unreasonably withheld;
- (c) to indemnify and save harmless the City with respect to any action commenced against the City as a result of any act or omission of the Developer in relation to the Developer's obligations set out in this Agreement, including the acts or omissions of its officers, employees,

servants or agents, or anyone for whom the Developer is at law responsible;

- (d) that all work carried out by the Developer shall be designed and the works supervised by a qualified firm of consulting engineers retained by the Developer. Plans and specifications of design must be approved by the Manager acting reasonably, and all design and work carried out must conform to the current City of Saskatoon specifications as to material and construction practices for such services;
- (e) that the Developer shall obtain all approvals required by Saskatchewan Environment and Resource Management and the Saskatchewan Water Corporation, together with any other consent or approvals which may be required by law, copies of all such approvals shall be provided to the Manager;
- (f) to supply all necessary labour, material, equipment and to construct, provide and maintain all sanitary sewers complete with manholes and all other accessories throughout the Development Area;
- (g) to supply all necessary labour, material, equipment and to construct, provide and maintain all water mains, including valves, hydrants and all other accessories throughout the Development Area;
- (h) to supply all necessary labour, material and equipment to construct and provide a storm water drainage system for the Development Area, including all storm sewer mains, piping, manholes, catch basins and other accessories including the maintaining, flushing and pumping of storm water until a final outlet to connect into has been commissioned;
- (i) to supply all necessary labour, materials, equipment, and to construct and provide all sidewalks and curbs throughout the Development Area;
- (j) to supply all necessary labour, materials, equipment, and to construct and provide all walkways throughout the Development Area;
- (k) to supply all necessary labour, materials, equipment, and to construct and pave all streets and lanes as required throughout the Development Area;
- (l) to provide the City with all such detailed plans, specifications, tests and records as the Manager may reasonably require both before and after construction. The “as built” plans shall be to the City’s standard in size, scale and form and shall be on both mylar transparencies and digital copy;

- (m) to supply the City with proof of adequate commercial general liability insurance which includes a non-owned vehicle endorsement and vehicle liability insurance, minimum coverage to be as follows:

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

\$5,000,000.00 for each occurrence

**Vehicle Liability Insurance:**

\$5,000,000.00 for each occurrence

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

- (n) to contribute towards a trust fund in an agreed upon proportionate share with other Developers within the Rosewood neighbourhood for any lands developed west of Zimmerman Road for the eventual construction of the following services:
  - (i) relocation of the natural gas transmission line extending from east to west along the southern portion of the neighbourhood. The City will not be included within the cost sharing formula for this item; and
  - (ii) upgrading of the railway crossing including installation of crossing controls at the future intersection of Taylor Street and the Canadian Pacific Railway; and
- (o) for any lands developed west of Zimmerman road to cost share with other Developers within the Rosewood neighbourhood upon subdivision based on benefiting frontage and overall percentage of ownership for the following services:
  - (i) the cost of all roadways adjacent to neighbourhood parks, linear parks and designated school sites;
  - (ii) the cost of all entrance roadways extending from Boychuk Drive and Taylor Street terminating at the first intersecting street;
  - (iii) benefiting water and sewer oversizing improvements; and
  - (iv) the cost of all enhancements within the core area of the neighbourhood.



### **Standard of Construction**

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

### **Changes in City Services**

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

## **Part IV General**

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

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

### **Expeditious Construction**

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

### **Assignment**

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

### **Dispute Resolution**

21. In the case of any dispute between the City and the Developer arising out of the performance of this Agreement, or afterwards as to any matter contained in this

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

### **Applicable Law**

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

### **Force and Effect**

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

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

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

### **Notices**

25. (1) Any notice or consent (including any invoice, statement, request or other communication) required or permitted to be given by any party to this Agreement to the other party shall be in writing and shall be delivered or sent by registered mail (except during a postal disruption or threatened postal disruption) or facsimile transmission, email or other electronic communication to the applicable address set forth below:

- (a) in the case of Arbutus Meadows Partnership to:

Arbutus Meadows Partnership  
110 – 1529 West 6<sup>th</sup> Avenue  
Vancouver BC V6J 1R1  
Attention: Jeff Drexel  
Facsimile: 888-735-2496  
Email: [jdrexel@arbutusproperties.com](mailto:jdrexel@arbutusproperties.com); and

- (b) in the case of the City to:

The City of Saskatoon  
c/o Office of the City Clerk  
222 3rd Avenue North  
Saskatoon, SK S7K 0J5  
Attention: General Manager,  
Transportation and Utilities Department  
Facsimile: **(306) 975-2784**

- (2) Any notice delivered personally shall be deemed to have been validly and effectively given and received on the date of such delivery provided same is on a business day (Monday to Friday, other than a statutory holiday).
- (3) Any notice sent by registered mail shall be deemed to have been validly and effectively given and received on the fifth business day following the date of mailing.
- (4) Any notice sent by facsimile or email or other electronic communication shall be deemed to have been validly and effectively given and received on the business day next following the date on which it was sent (with confirmation of transmittal received).
- (5) Either party to this Agreement may, from time to time by notice given to the other party, change its address for service under this Agreement.

### **Entire Agreement**

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

### **Illegality**

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

### **Amendment**

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

### **Headings**

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

### **Covenants**

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

### **Time of Essence**

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

### **Further Assurances**

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

**Approval of Plan of Subdivision**

33. Upon execution of this Agreement by both parties, the City acknowledges that condition 1(b) “the owner/developer entering into a development and servicing agreement with The City of Saskatoon” of Subdivision Application 25/14 has been met by the Developer.

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

**The City of Saskatoon**

\_\_\_\_\_  
Mayor

c/s

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

**Arbutus Meadows Partnership**

\_\_\_\_\_  
\_\_\_\_\_

c/s

## Schedule “B”

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

The charges payable by the Developer to the City pursuant to Section 4 hereof shall be calculated in accordance with the rates as the Council of The City of Saskatoon has established and are in general force and effect for the 2015 construction season. By way of illustration only, the following rates were effective for the 2014 construction season:

(a)	Trunk Sewer Levy .....	\$	790.25	per front metre;
(b)	Primary Water Main Levy .....	\$	157.15	per front metre;
(c)	Arterial Road Levy .....	\$	519.45	per front metre;
(d)	Interchange Levy .....	\$	190.20	per front metre;
(e)	Parks and Recreation Levy .....	\$	388.00	per front metre;
(f)	Buffer Strip Charge .....	\$	38.95	per front metre;
(g)	Street Signing & Traffic Controls .....	\$	16.80	per front metre;
(h)	Fencing Charge .....	\$	11.75	per front metre;
(i)	Planning Levy .....	\$	15.50	per front metre;
(j)	Street Lighting Charge .....	\$	87.80	per front metre;
(k)	Lift Station Levy .....	\$	96.00	per front metre;
(l)	Inspection Levy .....	\$	19.10	per front metre;
(m)	Prepaid Extended Maintenance Charge .....	\$	17.25	per front metre;
(n)	Community Centre Levy .....	\$	140.65	per front metre;
(o)	Storm Pond Dedication Charge .....	\$	3,718.85	per hectare;
(p)	Highway 16 & Zimmerman Rd Interchange Charge .....	\$213,149.00		per hectare;
(q)	Zimmerman Road Lane Charge .....	\$	7,772.00	per hectare; and
(r)	Servicing Agreement Fee .....	\$	2,262.00	per Agreement.

The Trunk Sewer Levy, Primary Watermain Levy, Arterial Road Levy, Interchange Levy, Lift Station Levy, Parks and Recreation Levy, and Community Centre Levy will be calculated at an area rate of 169 equivalent front metres per hectare. Area rate: 169 X \$2,281.70 = \$385,607.30 per hectare.

PLAN SHOWING PROPOSED SUBDIVISION OF  
A PORTION OF ROAD ALLOWANCE  
BETWEEN S.W. 1/4 SEC. 16 & S.E. 1/4 SEC. 17  
AND PART OF  
PARCEL C, PLAN NO. 101317508  
IN  
N.E. 1/4 SEC. 17  
AND PART OF  
REG'D PLAN NO. DT-2262 IN  
S.E. 1/4 SEC. 17  
AND PART OF  
S.E. 1/4 SEC. 17  
ALL IN  
TWP. 36 - RGE. 4 - W.3rd MER.  
SASKATOON, SASKATCHEWAN.  
BY : M. G. RADOUX, S.L.S.

Saskatchewan Land Surveyor  
January 5th, 2014  
Revised July 15th, 2014  
Revised February 2nd, 2015

**LEGEND**  
Distances shown are in metres and decimal thereof.  
Distances are approximate and may vary by ±3.0 metres.  
Portions of this plan proposed and may change upon completion of survey.  
Portions of this plan proposed and may change upon completion of survey.  
Portions of this plan proposed and may change upon completion of survey.  
Portions of this plan proposed and may change upon completion of survey.  
Distances on curves are arc lengths.

7m joint use ScaalPower, ScaalTel & Show Cable Systems

Portion of Road Allowance to be cancelled  
contains 0.424 hectares and is shown thus

Portion of Road on Plan DT2262 to be cancelled  
contains 0.037 hectares and is shown thus

EXAMINED: CASABLANCA HOLDINGS INC.  
OWNER: S.E. 1/4 Sec. 17 and Parcel C in N.E. 1/4 Sec. 17

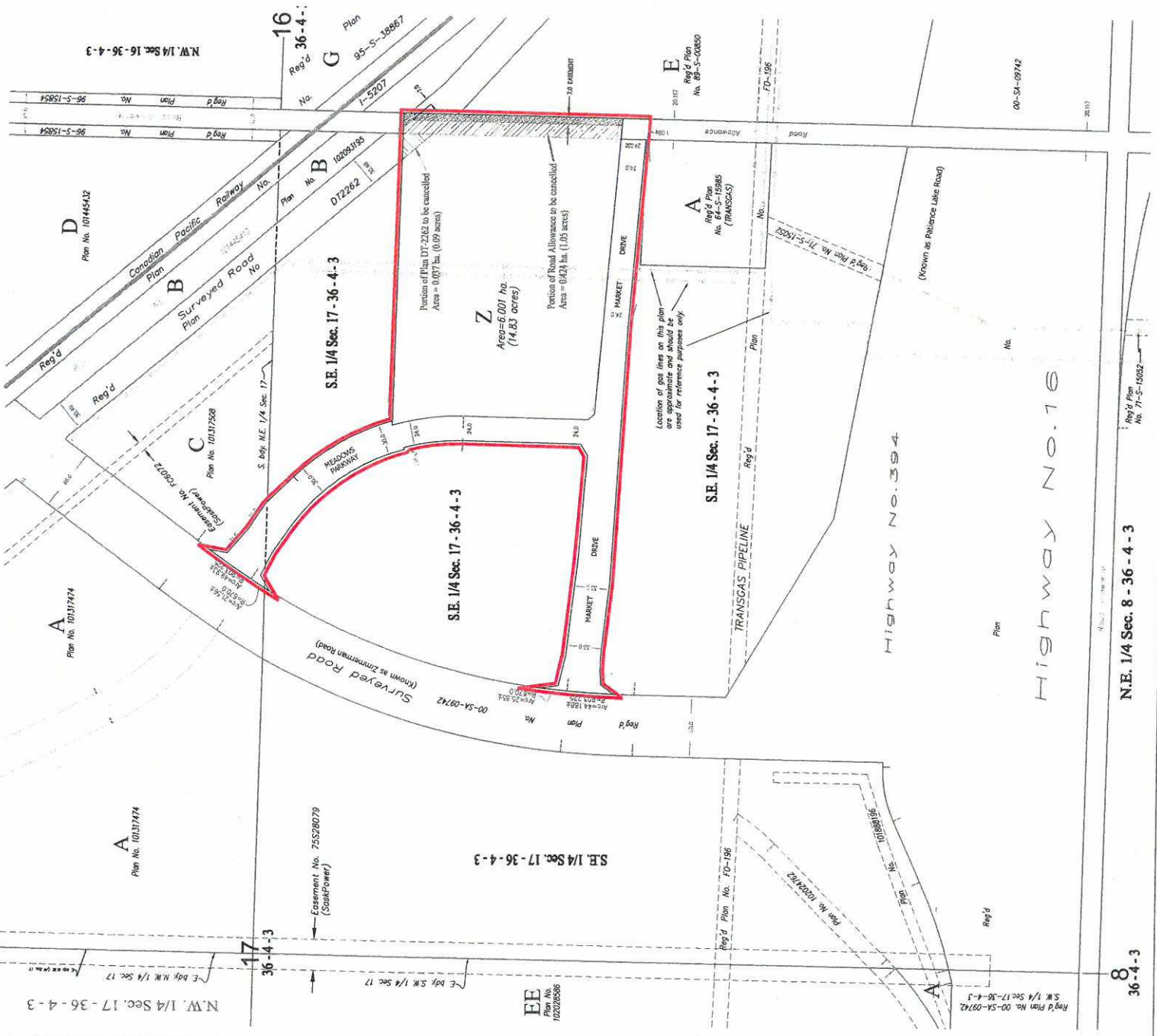
EXAMINED : CITY OF SASKATOON  
: Approved under the provisions of Bylaw No. 6537  
of the City of Saskatoon.

: General Manager of the Community Services Department  
Date : \_\_\_\_\_, A.D. 2015.

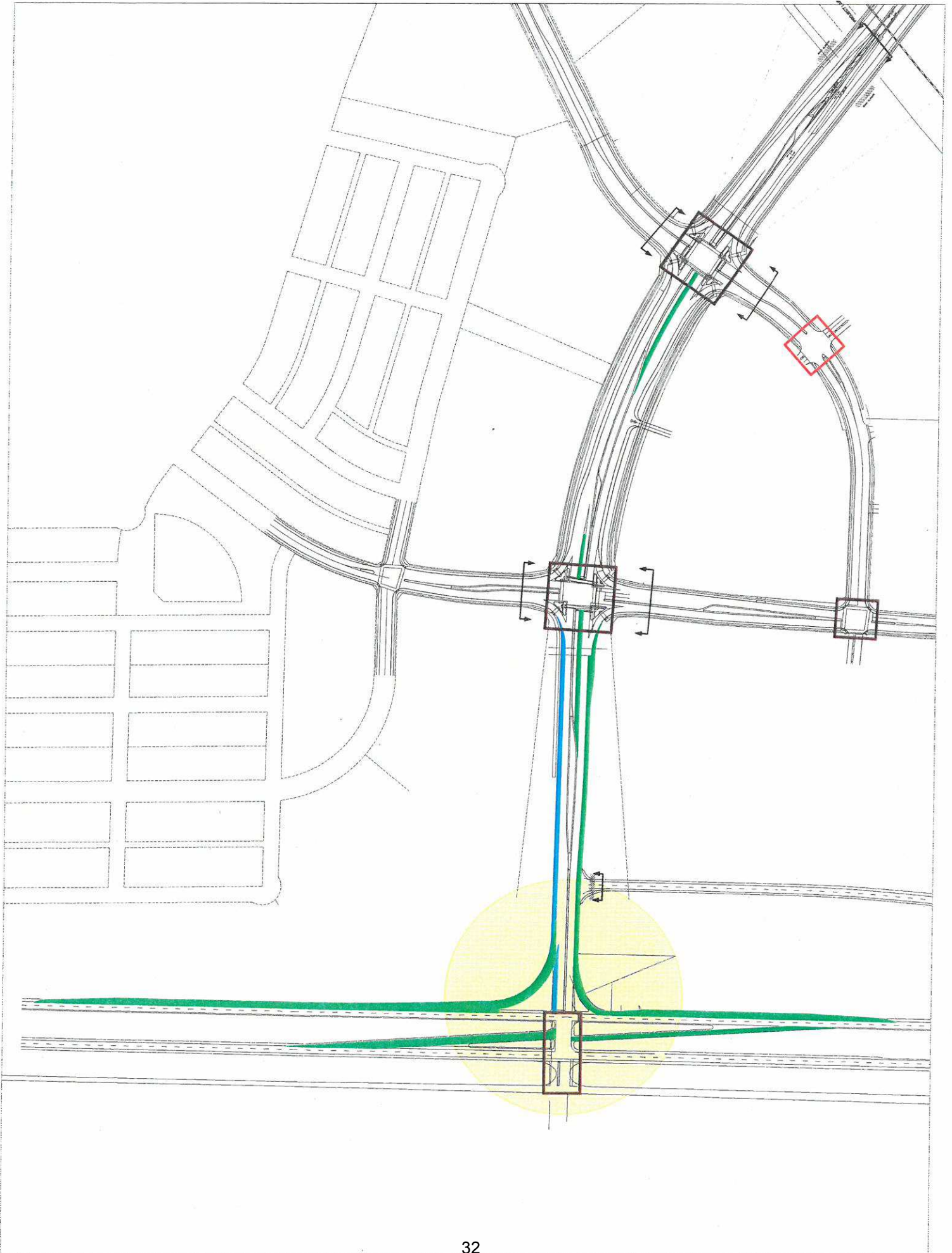


**Meridian**  
Surveys Ltd.

WEBSTER SURVEYS  
100-310 Main Street  
Saskatoon, Saskatchewan  
Phone (306) 653-1433  
Fax (306) 653-1024



EE  
Plan No.  
102028536



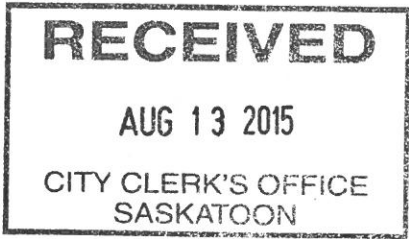


SCHEDULE 'D'



4216-1

**From:** Dave Hepburn <dhepburn@saskatoonhomebuilders.com>  
**Sent:** Thursday, August 13, 2015 8:09 AM  
**To:** City Council  
**Subject:** Form submission from: Write a Letter to Council



Submitted on Thursday, August 13, 2015 - 08:08  
Submitted by anonymous user: 142.165.246.126  
Submitted values are:

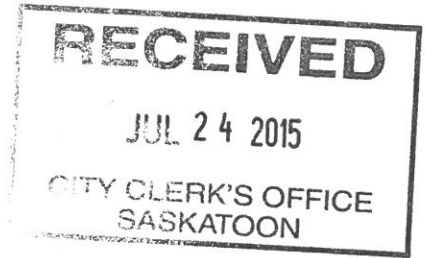
Date: Thursday, August 13, 2015  
To: His Worship the Mayor and Members of City Council  
First Name: Dave  
Last Name: Hepburn  
Address: 2 - 3012 Louise Street  
City: Saskatoon  
Province: Saskatchewan  
Postal Code: S7J 3L8  
Email: [dhepburn@saskatoonhomebuilders.com](mailto:dhepburn@saskatoonhomebuilders.com)

Comments:  
Good day, please be advised that Mr. Dave Hepburn, CEO of the Saskatoon & Region Home Builders' Association wishes to speak on the agenda item: Inquiry – Councillor Z. Jeffries (June 23, 2014) – Energy Efficient Building Standards in New Dwelling Construction at the SPC on Planning, Development & Community Services on Monday, August 17th, 2015. Please confirm this request at your earliest convenience. Thank you in advance.

The results of this submission may be viewed at:  
<https://www.saskatoon.ca/node/398/submission/35276>

3500-1

**From:** David Gauthier <dgauthier@sreda.com>  
**Sent:** July 24, 2015 10:43 AM  
**To:** City Council  
**Subject:** Form submission from: Write a Letter to Council



Submitted on Friday, July 24, 2015 - 10:42  
Submitted by anonymous user: 174.2.162.103  
Submitted values are:

Date: Friday, July 24, 2015  
To: His Worship the Mayor and Members of City Council  
First Name: David  
Last Name: Gauthier  
Address: SREDA, Suite 103, 202 4th Ave North  
City: Saskatoon  
Province: Saskatchewan  
Postal Code: S7K 0K1  
Email: [dgauthier@sreda.com](mailto:dgauthier@sreda.com)  
Comments:

On June 23, 2015 The Saskatoon Regional Economic Development Authority (SREDA) convened a group of stakeholders to discuss the recent increase in the downtown office vacancy rate. The objective of this roundtable was to gain a better understanding of the relevant market drivers, evaluate the issue and determine if recommendations regarding this issue should be made to the City of Saskatoon and relevant stakeholders.

Allan Wallace participated in the roundtable and suggested that the PDCS committee might be interested in SREDA speaking to the report at a future Committee Meeting (the August 17 meeting would work for us). The short report has been forwarded to Diane Knight. We would need no more than 5 minutes and could entertain questions.

I look forward to hearing from you.

All the best,

Dave



**SREDA**  
SASKATOON REGIONAL  
ECONOMIC DEVELOPMENT AUTHORITY

# Saskatoon Downtown Office Vacancy Round Table Report

June 23, 2015

**SREDA INSIGHTS**

DAVID GAUTHIER

SREDA | Suite 103, 202 Fourth Ave N | Saskatoon SK



## Saskatoon Downtown Office Vacancy Round Table Report

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On June 23, 2015 The Saskatoon Regional Economic Development Authority (SREDA) convened a group of stakeholders to discuss the recent increase in the downtown office vacancy rate. The objective of this roundtable was to gain a better understanding of the relevant market drivers, evaluate the issue and determine if recommendations regarding this issue should be made to the City of Saskatoon (“City”) and relevant stakeholders. The roundtable discussion (summarized below) lead to the following observations and recommendations:

- Downtown businesses, residents and the City should continue promoting the benefits of locating a business or office in the downtown core (List of sixteen advantages);
- City initiatives, such as Bus Rapid Transit (BRT), Civic Plaza Area Masterplan (design work to begin in 2015) and the Comprehensive Downtown Parking Strategy (due in late 2015), should help to improve the long-term desirability of the downtown core; and
- In addition to increased police presence, the downtown business community, residents and City should continue to support the Community Support Program which provides civilian officers to manage minor disturbances and enforce bylaw issues in the downtown area.

### **Background**

On May 9, 2015 Colliers International reported the Saskatoon downtown office space vacancy rate had risen to 15% compared to 6.2% in the previous year<sup>1</sup>. Reasons for the increase were attributed to the relocation of police services, along with other City workers, and the recent decrease in resource prices which resulted in a contraction of junior mining and engineering firms. One month later, on June 9, 2015 ICR Commercial reported the downtown office vacancy rate had stabilized at 12.4%. In this report, ICR also commented on the mounting competitive pressures which are forcing downtown landlords to explore redevelopment, soften lease rates, as well as other incentives to attract tenants<sup>2</sup>. This situation is affecting class B and

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<sup>1</sup> “Downtown vacancy rate soars,” Jason Warick, The StarPhoenix, May 9, 2015

<sup>2</sup> “Downtown office vacancy rate stabilizes at 12 per cent.” Scott Larson, The Starphoenix, June 9, 2015



C markets more dramatically than class A markets, which have a much lower vacancy rate of less than 6%.


### Summary of Discussion

#### 1. Short Term Drivers

Roundtable participants felt that close to half of the approximate 100,000 square feet of unleased office space is due to the relocation of police and other City employees, as well as the contraction of companies that support the resource sector. Looking at additional space that could quickly be made ready through subleasing, the estimated availability increases to 400,000 square feet in the downtown core and 450,000 to 475,000 square feet in suburban areas.

Considering that the annual absorption rate is approximately 40,000 square feet per year, there is significant competition amongst landlords to attract tenants. Some landlords are getting nervous, particularly as new developments continue to become available, albeit perhaps more slowly than in recent history. Although many landlords are offering incentives or redeveloping to attract tenants, this situation was not deemed to be critical at this point and there was no indication that an over-abundance of buildings would suddenly be flooding the market.

“...THE IMAGE OF THE DOWNTOWN CORE AS A SAFE AND CLEAN PLACE TO WORK, LIVE AND VISIT IS KEY TO ITS ABILITY TO THRIVE.”



#### 2. Long Term Drivers

Overall, roundtable participants suggested that it is healthy for both downtown office owners and landlords to compete with their counterparts outside of the City's core. It was noted that few, if any cities, had improved their downtown by restricting office development elsewhere. It was felt that the City should not attempt to limit expansion in any one area to benefit another.

***Promoting the benefits of locating an office in the downtown core was seen as a preferred strategy.*** The City has provided a list of 16 locational benefits that are unique to the downtown area. These benefits include:



- River setting;
- River Landing waterfront;
- City Centre plan;
- Business Improvement District;
- Parking incentive program (5-year tax abatement on new structured parking facilities);
- Office incentive program (5-year tax abatement);
- Housing incentive program (5-year tax abatement);
- Vacant lot incentive program (5-year tax abatement or cash grant);
- No height limitation (76 metres can be exceeded by providing amenities at grade level);
- No building setbacks (can be built to property line);
- No minimum parking requirement (good for developers, perhaps not for tenants and visitors to downtown);
- Streetscaping program (paid from parking meter revenue);
- Heritage buildings;
- Design guidelines (to ensure attractive and safe developments);
- Authenticity (real feel of downtown that is hard to replicate; and
- Prestige associated with a downtown address.

Future initiatives could also improve the desirability of the downtown core for office tenants.

These initiatives include:

- Bus Rapid Transit (BRT);
- Civic Plaza Area Masterplan (design work to begin in 2015); and
- Comprehensive Downtown Parking Strategy (due in late 2015).

Of these initiatives, the roundtable participants felt that the parking strategy was crucial to improving the perception of downtown as a place to work, live and visit. It was felt that convenient accessible parking was an advantage for suburban developments compared to the downtown core. Securing convenient parking is a key criteria for tenants in the location process. The group made several suggestions related to the downtown parking situation with hopes that it could be considered as part of the soon to be completed City Parking Strategy.

Suggestions included:



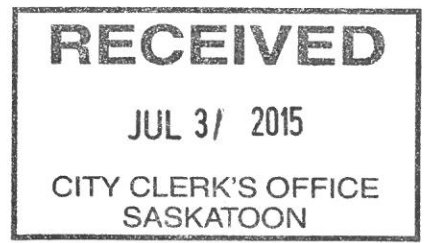
- Money in Lieu - A City program to have new office developments make payment towards the capital costs of structured parking, paid to the City (or receive a tax abatement) to be held in reserve for future structured parking developments. This strategy would enable office developers to contribute to parking expansion without having to directly create and operate commercial lots, themselves;
- Investigate alternative building materials (wood vs. concrete) and structures (such as one-level parking below grade) to lower costs of new parking developments;
- Investigate if some Provincially controlled lots could open some spaces;
- Investigate the feasibility of scramble parking (allowing for the overselling the space by as much as 10%) and time of day exclusions. These suggestions would be negotiated between the landlord and tenant as there could also be an expectation of reduced fees; and
- Development of a rapid transit system was also viewed as an important component to alleviate strain on parking spaces and making the downtown core more accessible as the City continues to grow.

Roundtable participants felt the image of the downtown core as a safe and clean place to work, live and visit is key to its ability to thrive. The Community Support Program was viewed to be a crucial contributor to managing minor disturbance, discouraging loitering and enforcing bylaws. Strengthening the program, along with encouraging additional internal security personnel and police presence at locations where infractions are concentrated, was seen as critical.



4350-1

**From:** Mark Hauk <saskcompassion@gmail.com>  
**Sent:** July 31, 2015 2:48 PM  
**To:** Web E-mail - City Clerks  
**Subject:** Fwd: The Saskatchewan Compassion Club



Re: Medical Marijuana Dispensary Regulations

To whom it may concern,

I am writing to request the opportunity to speak to Council at its next regular business meeting, regarding the above item.

I would like to ask Council to formally consider implementing 'Medical Marijuana Dispensary Regulations' in the City of Saskatoon.

As many of you may be aware, the City of Vancouver recently took the step of regulating the over 100 medical marijuana dispensaries in their city. The regulations they developed provide us some solid framework to create and implement similar regulations here in Saskatoon.

Here is a copy of the regulations recently passed in Vancouver for reference:

<http://former.vancouver.ca/ctyclerk/cclerk/20150428/documents/rr1.pdf>

These steps being taken in Vancouver and other parts of the country are being driven in response to failed and backwards Federal medical marijuana policies. Policies that are preventing sick and dying people from accessing medical marijuana. It's for that reason medical marijuana dispensaries are being founded across the country - to help fill the gaps of a dysfunctional federal program.

To fully understand the need for community based medical marijuana dispensaries, we first need to examine the problem areas of the current federal regulations:

(First, here is an article from the Huff last year outlining some of the issues with the MMPR: [http://www.huffingtonpost.ca/jenna-valleriani/mmpr\\_b\\_5412402.html](http://www.huffingtonpost.ca/jenna-valleriani/mmpr_b_5412402.html))

## **Price.**

For many patients, ordering their medical marijuana through the federal government program isn't possible as it's simply too expensive. Not in all cases, but some. Prices fluctuate wildly between Licensed Producers (LP) - from anywhere to \$4/gram to \$24/gram - so it depends which LP a patient orders from (it's also worth noting here, that at times patients aren't always given a choice in the LP they have to order from. I'll explain that further in another section).

And it isn't always necessarily the price per gram that is restrictive; sometimes it's the minimum amount one is required to order at a time. Minimums that run anywhere from 10 to 30 grams. We have had many patients call with stories of them finally receiving a prescription; only to sign up with an LP to find out they can't afford the minimum order amount.

One of those conversations sticks out in my mind in particular. We recently worked with this very sweet, 24 year old girl who was seeking a prescription to help manage her severe form of epilepsy. She was struggling mightily with the pharmaceuticals she was on, and was desperate for an alternative. She was adamant right from the start she only wanted to access high CBD cannabis oil, as it is non-psychoactive, and she didn't want to feel 'high'. She told me on numerous occasions 'she just wanted to be well enough to go to school and finish her degree.'

Well after 2 months of working on it, she was finally issued a prescription. I'll never forget the Saturday morning she called. She was in tears, feeling completely defeated. She had just logged in to make her first order from her LP, only to find there was a 30g minimum order on the CBD strain she required, and it was \$16/g. With shipping on top, she needed over \$500 on a credit card to be able to order, or she got nothing. She told me through tears she only had \$100, and asked what she could do. I told her to come and see us and we would sell her \$100 worth of medicine. Which we did. And would do again a thousand times out of a thousand.

## **Shipping**

Another requirement of the current federal regulations is patients must have their medicine sent to them to their home address via Canada Post. This brings about a number of potential issues for patients.

The first and most obvious is the cost of shipping. Many medical marijuana patients are sick and disabled to the point they cannot work and are therefore, are low income. Any additional costs added to their medicine are obviously problematic for them.

The next issue with shipping is in regards to logistics. We have heard many patients express concern around having their packages delivered to their homes while they are at work, as the packages then sit in their mailbox or leaned up against their front door for the day. The concern of course is the package could be stolen, or worse yet found by their, or someone else's children.

Having packages shipped to some areas in rural SK can be problematic as well. We recently had a member join our club that has been struggling with this very issue. He attempted to follow the legal channel and order through a LP, only to run into problems with shipping. Due to his remote location, Canada Post does not provide courier services to his small town. So the packages must come via Purolator, who only deliver to his town once a week. And then his only option is to have the package left at the local gas station for him to pick up.

He told me of his embarrassment of picking up his first order that he had shipped from his LP (which took nearly 2 weeks to arrive). He said the lady working at the store made a joke about him 'picking up his weed' as the package was very large and quite obviously contained marijuana. He added, 'it was not long before several other people in the community were gossiping of his marijuana use.'

Should a poor man battling cancer, simply seeking cannabis to manage his nausea from intense chemotherapy, have to endure such embarrassment and inconvenience in accessing his medicine? Of course not.

### **Wait times.**

These inconveniences come in a number of forms. The first comes in the form of waiting lists just to join some LP's. These lists are less common than they were just months ago, but certainly still exist. We have spoken with a number of patients who have been on a waiting list of an LP for over 6 months. Are patients really expected to go without medicine for months while they sit on a waiting list to join an LP?

More recently I heard from a patient who was attempting to register with an LP but was having difficulty. His complaint wasn't that he was placed on a waiting list, but rather after 5 weeks of emailing and calling the LP, he had yet to receive a response from them. He called wondering what to do as he was in great pain, but didn't want to have to go buy off the street.

The next inconvenience comes in the way of shipments arriving late. As many of us know, and as I experience on a regular basis, Canada Post is not exactly punctual with their deliveries a large percentage of the time (which doesn't appear to bother them all that much). We often have patients seek us out late on a Friday as their shipments are late again, and they are faced with going without medicine for the weekend.

And before some of you roll your eyes and say, sure – ‘weed for the weekend; what an emergency.’ For a very large part, these are cancer patients dealing with terrible side effects of chemotherapy, MS and epilepsy sufferers, and so on. Going without medicine for any period of time is not something anything these patients should have to worry about. Worrying about being sick is enough.

### **Patients are forbidden from asking questions about the medicine they are ordering.**

Unbelievable, right? I mean, could you imagine going to the pharmacy, picking up your prescription, and while you're there asking your pharmacist a question about your medicine to have them reply ‘I am sorry, Health Canada has forbidden us from answering any questions about your medicine.’? I am assuming most of us would be outraged.

Well that's exactly what is going on when patients are filling their marijuana prescription (I know Health Canada prefers medical document, to ‘prescription’, but it is for all intents and purposes of this discussion, it's a prescription). Health Canada has actually forbidden LP's from making any ‘health benefit claims’ regarding the medical marijuana they distribute. Want to know from your LP, which strain of theirs is best for sleep, and which one is best for muscle spasms? Sorry, you're on your own.

So here is how this plays out in the real world. I recently received a call from a very kind 64 year- old Mennonite woman in who lives in rural SK recently. She explained she was suffering with cancer, and the terrible side effects of chemotherapy. Her doctor recommended medical marijuana, and provided her a prescription (she also indicated to me what a nerve racking process this was for her, as she has never used marijuana in her life, and her family was very against her doing so).

Upon receiving her prescription and after registering with a local LP, she logged on to their website, to find over 30 different strains all seemingly different. So she contacted her LP to ask which strain would be best for her to use for her nausea from her chemotherapy. Well you can imagine her shock when the gal on the other end of the phone told her ‘They weren't allowed to say’. She then called and asked me if this was some sort of sick joke. I told her I often wonder the same thing.

### **Patients are unable to purchase cannabis edibles and extracts.**

One the most common reasons (maybe second to only cost) people seek membership with us, is to obtain a safe, quality supply of edibles and extracts, of which both items LP's are forbidden to sell. This is tough to believe following the recent unanimous Supreme Court decision that clearly stated patients have a right to possess and consume all derivatives of cannabis. So patients can legally possess and consume them, but have no safe, legal supply of the products to access. They are left to buy on the black market, or attempt to make the products themselves. This is problematic for a number of reasons.

The first concern surrounds patients making their own cannabis extracts. The most popular way to do so these days is by using a butane extraction method. One, that can be very dangerous, and is responsible for many recent explosions, injuries and deaths. I know this to be true for sure as

(more here: <http://www.times-standard.com/general-news/20150621/officials-hash-oil-lab-explosions-becoming-more-common>)

Do we really want these butane hash labs operating underground? In garages next to your house, or mine? Or worse yet, next to a school, or playground? Obviously not. But that's exactly what is happening with no safe, legal supply of extracts available.

The next concern is the inability of patients to purchase edible products from LP's. For those with lung cancer, asthma, etc. smoking and vaporizing is not an option, period. For many others, they simply prefer edibles over smoking/vaping as it is a much healthier way of ingesting their medicine.

And for those that claim that edible sales aren't necessary, because patients can simply make their own, I must refute. I recently spoke with an elderly lady from Saskatoon (recently diagnosed with cancer) whom told me of her first experience making edibles for herself. She told me it was her doctor that suggested she use marijuana to help treat the side effects of her chemotherapy. She was reluctant at first as she is 67 and had never tried marijuana before, but eventually decided to try it.

She registered with a local LP, and contacted them to make her first order. As she had never smoked before, she was wanting to purchase edibles rather than dried marijuana. She was told the LP was forbidden from selling edibles, but that they could send her a recipe and she could make them herself. Which she ultimately did. And as she described to me, 'it went horribly wrong'. She made a mistake, and added too much oil, which made her so high she didn't get out of bed for two days. For obvious reasons she was unwilling to try and make them again, and just wanted to be able to come in and buy them somewhere and be able get advice on how much to take.

Providing clean, safe, properly dosed and packaged edibles and extracts to patients is simple, progressive matter of harm reduction. We are not going to stop people from accessing and using these products, it's prudent we do the sensible thing and provide a safe supply.

### **Product shortages.**

Product shortages are another issue. Again the issue varies, depending which LP one is using. But it's an issue we hear about from patients regularly.

The most common complaint is customers of one of the more popular LP's, Tilray. Tilray regularly runs out certain strain types, and sometimes runs out of medicine entirely. Leaving patients with no medicine, and no concrete timeline as to when they may be able to access more. I have had patients describe the process of buying their medicine through Tilray, as very similar to buying concert tickets. Patients receive a notice via email, that a product will be available for sale at a certain time and date online. Patients then have just minutes to race each other to place their orders online, before the available products runs out, which usually happens within minutes.

And as we hear regularly, these 'release times' are generally during business hours on weekdays. So if you're a Tilray customer and work regular full time hours (8-5, M-F) and aren't able to be online at the time of the product release to place your order, you are simply out of luck.

Again, I would compare this to a situation where you and I head to our local pharmacy to fill a prescription for a medicine we urgently need, to have them tell us they are sorry, but they are out of that type of medicine, and they are not sure when they may have any in stock again. But to watch your email, as they will send an exciting product release announcement, when they have some new stock in.

We would most likely leave and just go to a different pharmacy that did have stock, and get our prescription filled. Unfortunately for most seeking to fill their marijuana prescription, this just isn't an option. Generally patients are signed up with just one LP, and Health Canada has purposefully made it difficult to switch membership from one LP to another. In order to do so, one would need to go back to their doctor, have a new prescription issued, and then go through the registration process again. Which could take weeks (provided there is no waiting list).

**Patients are required to have the skills and resources to access a computer, printer and scanner to register with a licensed producer and to regularly place orders.**

I know many peoples reaction to this issue is going to be ‘come on, who in 2015 doesn’t have access to a computer?’ The answer might surprise most. It certainly surprised me, anyway. I have had several seniors contact me recently and tell me they don’t have a computer and wouldn’t know how to work one if they did. This is very frustrating for them. They often ask why they can’t just go down to the pharmacy and purchase it like all their other medications. I don’t have a good answer to offer them.

Should someone not be able to access medicine simply because they aren’t computer literate, or have access to the proper equipment? I think we could all agree that is unnecessarily unfair.

Not long ago, an elderly lady contacted me who was recently diagnosed with Cancer, and was in search of a medical marijuana prescription. I explained that I could email her registration forms, and we could set up an appointment via Skype with a doctor in Ontario. There was a long pause on the other end. She went on tell me she doesn’t have a computer, and has honestly never even used one before. ‘Well what am I supposed to do now?’ she asked.

So I did the logical thing, and brought printed copies of the forms to her home and helped her complete them. And returned when it was time for her Skype appointment, so she could use my laptop. And once that was all done, I assisted here in placing an order with a LP. She was very grateful and thanked me many times for helping her out, as she said she would have never figured it out on her own.

And more recently, we have encountered a number of patients new to Canada, who’s first language is not English, that have been struggling mightily to understand

and navigate the MMPR system. We as a club have of course been happy to help them when we can.

All of the above people, have been incredibly grateful for the help they received without a doubt. And they have all made one thing very clear – ‘if it wasn’t for our help, they would have never been able to do it on their own.’ I have quite literally heard that very sentiment, dozens and dozens of times.

And that is the reality on the ground. These regulations are restrictive and confusing, and some people simply need help navigating them.

**It is nearly impossible to obtain a medical marijuana ‘prescription’ in Saskatchewan.**

This a problem that is particularly bad here in the Prairie Provinces, in comparison to the rest of the country. While Ontario and BC have clinics devoted to just medical marijuana prescriptions popping up at a fast pace, while here we sit in Saskatchewan where as usual, things are the opposite.

And it is The College of Physicians and Surgeons in Saskatchewan's that deserves the blame for this. It is they, who place unreasonable amounts of pressure on their doctors in this province to NOT prescribe marijuana for ANY reason. It is they who have created ridiculously restrictive, onerous and purposefully time-consuming regulations doctors must adhere to. (The worst of which is the regulation that states – ‘in order for a doctor to prescribe marijuana, he/she must be the primary treating physician’. Essentially meaning patients are forbidden from seeking a second opinion when it comes to marijuana. This provision doesn't exist for any other prescription drug, why marijuana?)

We know these issues exist, because we are hearing from patients buy the hundreds, who have been denied prescriptions. Sick and disabled people. People with cancer, MS, epilepsy, AIDS, spinal cord injuries, and so on. Patients that are continually being told to go the street and find their marijuana because doctors feel they are unable to prescribe it. Can you imagine a kind, innocent 65-year-old lady suffering with the side effects of chemotherapy, being told to go 'buy it on the street'? Well, it's happening. More than most could imagine.

If anyone needs evidence of someone being unjustly denied a prescription, see the article that ran in yesterdays Star Phoenix:

<http://www.thestarphoenix.com/prescription+denied/11227796/story.html>

Now I know some of us may have differing opinions on how to manage marijuana policy, but I am sure we can all agree that there is no logical reason in the world to keep that poor man from accessing the only thing in the world that grants him effective pain relief.

Another point to make clear in regards to the above article, is that when this poor man was denied his prescription, and ultimately escalated his complaint to the College of Physicians in Saskatchewan, they were so turned around they didn't know what to tell him. They had no way of helping him. So they sent him in the direction of our Compassion Club for help. Where we were able to get him his prescription back, and help him access the proper meds he requires. Yes, the same club that the Saskatoon police maintain is illegal and will be closed down if opened.

It unfortunately doesn't stop there. The problem with doctors not prescribing in SK, is it's forcing patients to look to doctor's outside of the province for their prescriptions. The obvious pitfall to this is the appointment costs to see a doctor in another province via Skype, run anywhere between \$250-\$550.



But this brings about whole other issue that most don't even realize exists. Many of the clinics and doctors that offer Skype appointments in other provinces, have arrangements with certain LP's, in that for every patient the clinic refers to the LP, they receive a referral credit of some sort back from the LP. It's a crafty way of the LP's building their membership basis.

What it equates to, is once a patients appointment is completed, and they have been issued a prescription, they are often then told which LP they must use, rather than choosing for themselves. This is problematic for obvious reasons.

So, there it is. Our federal medical marijuana program in a nutshell. An ugly, tangled web of failed policies.

So what's the answer? Community based medical marijuana dispensaries. It's simple – patients deserve to access their medicine safely, with dignity, and at fair and reasonable price. They deserve to be able to come in and look, smell, touch and feel their medicine, and ask knowledgeable people questions about it. It just makes sense.

And that's exactly why we have established The Saskatchewan Compassion Club here in Saskatoon. To help chronically and terminally ill people in our community access their medicine in a fair manner. But dispensing medicine is only a small part of what we do in the big scheme of things. The majority of our time is spent consulting with patients on a variety of matters, from assistance to seeking medical marijuana prescriptions to assistance with advocacy matters when patients have been treated unfairly.

We will also soon be offering addictions counselling, nutritional counselling and planning services, as well as massage services at no cost to our members. We truly are excited to give back in every way we can. And as a non-profit group, all of the profits generated from our club are donated back to various groups in our community.

And as far as our club goes here in Saskatoon, can we not all agree that if the College of Physicians in Saskatchewan are now referring patients our clubs way, and local doctors are at times actually requiring their patients see us rather than a Licensed Producer, that we are already playing a very necessary role in filling those gaps left by an dysfunctional system?

With that said, we believe having regulations are just as important than having the clubs themselves. Because regulations ensure that clubs operate in a manner that is helpful to the community, not harmful. Regulations ensure the continued protection of our children, and prevent the involvement of organized crime. Without regulations, we leave those things to chance.

So lets regulate. Just like other municipalities in BC have already done, and as many others across the country are strongly considering doing soon. Here is a summary of those cities currently dealing with regulating:

- Vancouver

- <http://www.cbc.ca/news/canada/british-columbia/marijuana-dispensary-regulations-approved-in-vancouver-1.3126111>

- City of North Vancouver

- <http://www.nsnews.com/news/city-of-north-vancouver-mulls-medical-marijuana-shops-1.1928746>

- Victoria

- <http://www.theglobeandmail.com/news/british-columbia/victoria-looks-to-vancouver-for-marijuana-dispensary-guidelines/article25127852/>

- Kimberley

- [http://www.dailybulletin.ca/breaking\\_news/309343831.html](http://www.dailybulletin.ca/breaking_news/309343831.html)

- White Rock, BC

- <http://www.cbc.ca/news/canada/british-columbia/medical-marijuana-dispensary-pilot-project-considered-by-white-rock-city-council-1.3147585>

- Richmond

- <http://richmondstandard.com/2015/03/richmond-council-sets-new-limit-on-marijuana-dispensaries-opens-door-to-edibles-manufacturing/>

- <http://www.richmond-news.com/news/richmond-council-mulls-licensing-marijuana-dispensaries-1.1957157>

- A coalition of 33 local governments from the Lower Mainland

- <http://www.theglobeandmail.com/news/british-columbia/bc-municipalities-seek-national-support-on-pot-dispensaries-debate/article24362287/>

- Edmonton

- <http://metronews.ca/news/edmonton/1430081/edmonton-advocates-looks-to-vancouver-medical-marijuana-rules/>

- Calgary

- <http://calgaryherald.com/news/local-news/city-councillor-wants-medical-marijuana-operators-to-be-good-neighbours>

- Winnipeg

- <http://www.cjob.com/2015/07/22/eadie-city-needs-zoning-rules-for-marijuana-dispensaries/>

So in closing, we would like to propose all relevant stakeholders in our city - be it City Council, the Police, and Public Health – come the table to create and implement medical marijuana dispensary regulations, as soon as reasonably possible.

Time is certainly of the essence. We have chronically and terminally ill people in our community that are needlessly suffering - at times horribly. We have the opportunity right now to take reasonable steps and something about it. Let's not let that opportunity pass us by.

I would like to thank you all for your time and consideration of these important issues. If anyone has any questions or comments, please don't hesitate to contact the club, or myself directly. I can be reached anytime on my cell @ [306-716-9874](tel:306-716-9874) or by email @ [saskcompassion@gmail.com](mailto:saskcompassion@gmail.com).

Sincerely,

Mark Hauk

Founder

The Saskatchewan Compassion Club

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## Land Use Applications Received by the Community Services Department For the Period Between July 3, 2015, to July 29, 2015

### Recommendation

That the information be received.

### Topic and Purpose

The purpose of this report is to provide detailed information on land use applications received by the Community Services Department from the period between July 3, 2015, to July 29, 2015.

### Report

Each month, land use applications within the city of Saskatoon are received and processed by the Community Services Department. See Attachment 1 for a detailed description of these applications.

### Public Notice

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

### Attachment

1. Land Use Applications

### Report Approval

Reviewed by: Alan Wallace, Director of Planning and Development

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

S/Reports/DS/2015/PDCS – Land Use Apps – August 17, 2015/ks

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## Land Use Applications Received by the Community Services Department For the Period Between July 3, 2015, to July 29, 2015

The following applications have been received and are being processed:

### Condominium

- Application No. 14/15: 119 Avenue S South (4 New Units)  
Applicant: Webb Surveys for Habitat for Humanity Saskatoon  
Legal Description: Lots 16 to18, Block 16, Plan No. G3978  
Current Zoning: RM1  
Neighbourhood: Pleasant Hill  
Date Received: July 9, 2015

### Official Community Plan

- Amendment No. OCP 24/15: Kensington Boulevard  
Applicant: Dream Asset Management Corp.  
Legal Description: Parcel HH, Plan No. 102164475  
Current Land Use Designation: Residential  
Proposed Land Use Designation: District Commercial  
Neighbourhood: Kensington  
Date Received: July 10, 2015
- Amendment No. OCP 25/15: Kensington Boulevard  
Applicant: Dream Asset Management Corp.  
Legal Description: Parcel JJ, Plan No. 102164475  
Current Land Use Designation: Residential  
Proposed Land Use Designation: District Commercial  
Neighbourhood: Kensington  
Date Received: July 10, 2015

### Rezoning

- Application No. Z26/15: Lewin Crescent and Gordon Road  
Applicant: Dream Asset Management Corp.  
Legal Description: Part of SE 10-36-5-3; and Part of Parcel A,  
Plan No. 62S15086; Part of Parcel C,  
Plan No. 66S07349; and Part of Parcel XX,  
Plan No. 102191712  
Current Zoning: R1A  
Proposed Zoning: R1B and RM3  
Neighbourhood: Stonebridge  
Date Received: July 13, 2015

Subdivision

- Application No. 37/15: 1227 15<sup>th</sup> Street East  
Applicant: Webb Surveys for Etera Developments Ltd.  
Legal Description: Lot 43, Block 20, Plan No. 102176063  
Current Zoning: R2  
Neighbourhood: Varsity View  
Date Received: July 9, 2015
- Application No. 38/15: Kensington Boulevard/22<sup>nd</sup> Street West  
Applicant: Webster Surveys for  
Dream Asset Management Corp.  
Legal Description: Parts of Parcels HH and JJ, all of MB2A and  
MB3A, Plan No. 102164475  
Current Zoning: B1B  
Neighbourhood: Kensington  
Date Received: July 9, 2015
- Application No. 39/15:  
Applicant:  
Legal Description: Parts of Parcels A and E, Plan No. 60S13285, Part  
of NE ¼ Sec 18-36-5-W3M and Surface  
Consolidation of Part of Parcel E with Parcel A,  
Plan No. 60S13285  
Current Zoning: AG  
Neighbourhood: Gordie Howe Management Area  
Date Received: July 14, 2015
- Application No. 40/15: 1310 10<sup>th</sup> Street East  
Applicant: Webb Surveys for Dr.V. Cattell,  
c/o Tuscany Homes Inc.  
Legal Description: Lots 20 and 21, Block 8, Plan No. G123 and  
Lot 34, Block 8, Plan No. 101410861  
Current Zoning: R2  
Neighbourhood: Varsity View  
Date Received: July 21, 2015
- Application No. 41/15: 1001 Kolynchuk Crescent  
Applicant: Webb Surveys for Ehrenburg Homes Ltd.  
Legal Description: Lot B, Block 203, Plan No. 102173093  
Current Zoning: RMTN  
Neighbourhood: Stonebridge  
Date Received: July 21, 2015

Subdivision

- Application No. 42/15: 103 Poplar Crescent  
Applicant: Webb Surveys for Brandon and Raychel Moore  
Legal Description: Lots 4 and 5, Block 4, Plan No. G4228  
Current Zoning: R2  
Neighbourhood: Nutana  
Date Received: July 23, 2015

**Attachments**

1. Plan of Proposed Condominium No. 14/15
2. Plan of Proposed Official Community Plan Amendment No. OCP 24/15
3. Plan of Proposed Official Community Plan Amendment No. OCP 25/15
4. Plan of Proposed Rezoning No. Z26/15
5. Plan of Proposed Subdivision No. 37/15
6. Plan of Proposed Subdivision No. 38/15
7. Plan of Proposed Subdivision No. 39/15
8. Plan of Proposed Subdivision No. 40/15
9. Plan of Proposed Subdivision No. 41/15
10. Plan of Proposed Subdivision No. 42/15

SHEET NUMBER 1 OF 2  
SITE PLAN & LEGEND

PLAN OF SURVEY SHOWING SURFACE BUILDING CONDOMINIUM FOR LOTS 16 - 18, BLOCK 16 REG'D PLAN NO. G3978 N.E. 1/4 OF SEC. 30 TWP. 36, RGE. 5, W. 3rd MER. SASKATOON, SASKATCHEWAN BY: T.R. WEBB, S.L.S. DATE: MAY 2015 SCALE: AS SHOWN

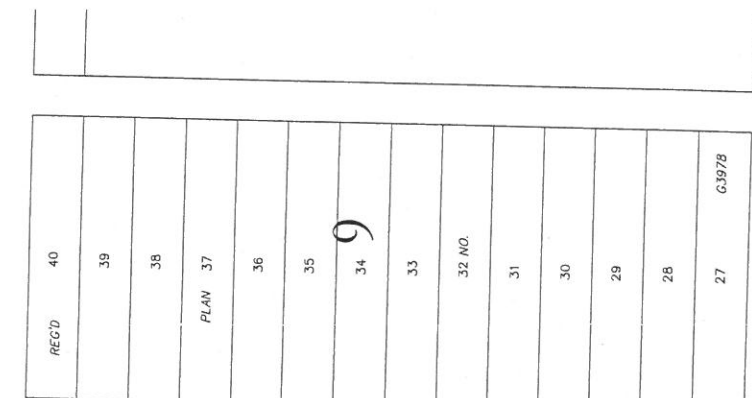
LEGEND

1. Measurements are in metres and decimale thereof.
2. Measurements indicating the position of the building in relation to the outer boundaries of the parcel are taken to the concrete foundation at ground level.
3. Residential unit numbers are shown as 1, 2, 3, etc. on sheet 2.
4. Regular residential unit boundaries are shown on Sheet 2 by a heavy solid line and are defined as follows:
  - the exterior surface of any interior finishing material that forms the surface of any common and exterior wall, floor, or ceiling.
  - the doors and windows form part of the regular residential unit.
5. The exterior surfaces are common property.
6. All exterior surfaces are common property.
7. The owner of each regular residential unit shall have exclusive use of that balcony that unit has sole access.
8. Parking spaces are in accordance with Section 11(1)(c) of The Condominium Property Act.
9. Parking spaces shown on Sheet 1 are designated P1, P2, P3, etc.
10. Visitor parking space shown on Sheet 1 is designated as V1.
11. All areas not designated with a unit number are common property.
12. Area to be approved is outlined by a heavy dashed line.
13. The parcel within the line of approval has an Extension 0.
14. Standard iron posts found are shown thus:  $\bigcirc$  RP1  $\bigcirc$  RP2
15. Reference Points are shown thus:  $\bigcirc$  RP1  $\bigcirc$  RP2
16. The Datum used: NAD83 (CSRS88)
17. The Projection used: UTM Zone13N extended
18. Geo-referenced points were derived from GNSS and post processed from the Precise Positioning Service from Natural Resources Canada
19. RP Coordinates are derived as of May 12, 2015

Prepared by  
**CPA**  
15-2813h B.F.

REG'D NO. 4	PLAN NO. 5	64503165
REG'D NO. 520	PLAN NO. C	65520267

SITE PLAN SCALE 1:500



REG'D NO. 4	PLAN NO. 5	64503165
REG'D NO. 521	PLAN NO. C	65520267

CONDOMINIUM PLAN 101956226 (REG'D PLAN NO. G3978)



21st STREET

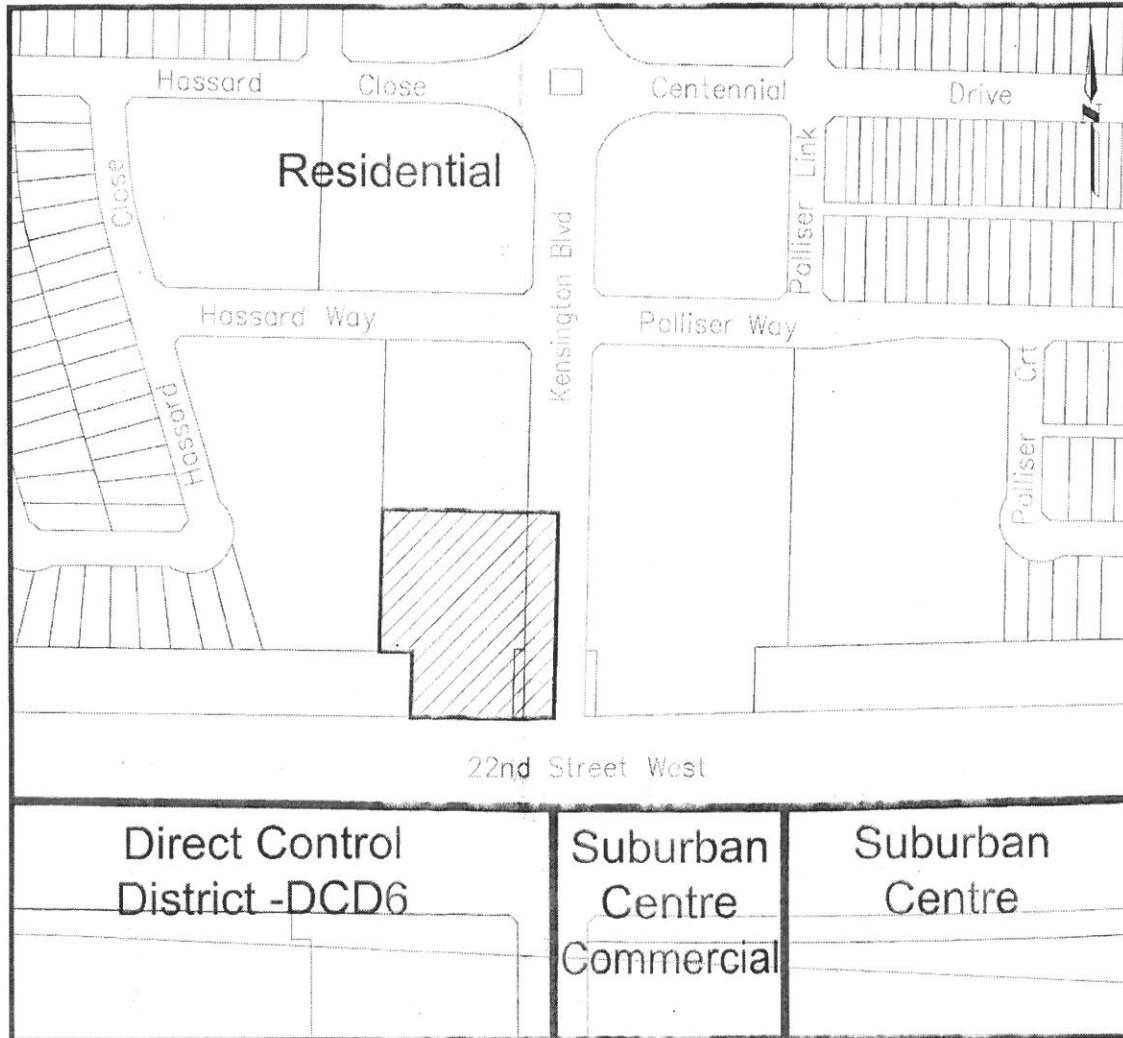
REG'D NO. 1	PLAN NO. 15	G3978
REG'D NO. 2	PLAN NO. 16	G3978
REG'D NO. 3	PLAN NO. 17	G3978

REG'D NO. 40	PLAN NO. 18	G3978
REG'D NO. 39	PLAN NO. 19	G3978
REG'D NO. 38	PLAN NO. 20	G3978

REG'D NO. 1	PLAN NO. 21	G3978
REG'D NO. 2	PLAN NO. 22	G3978
REG'D NO. 3	PLAN NO. 23	G3978



Plan of Proposed Official Community Plan Amendment No. OCP 24/15

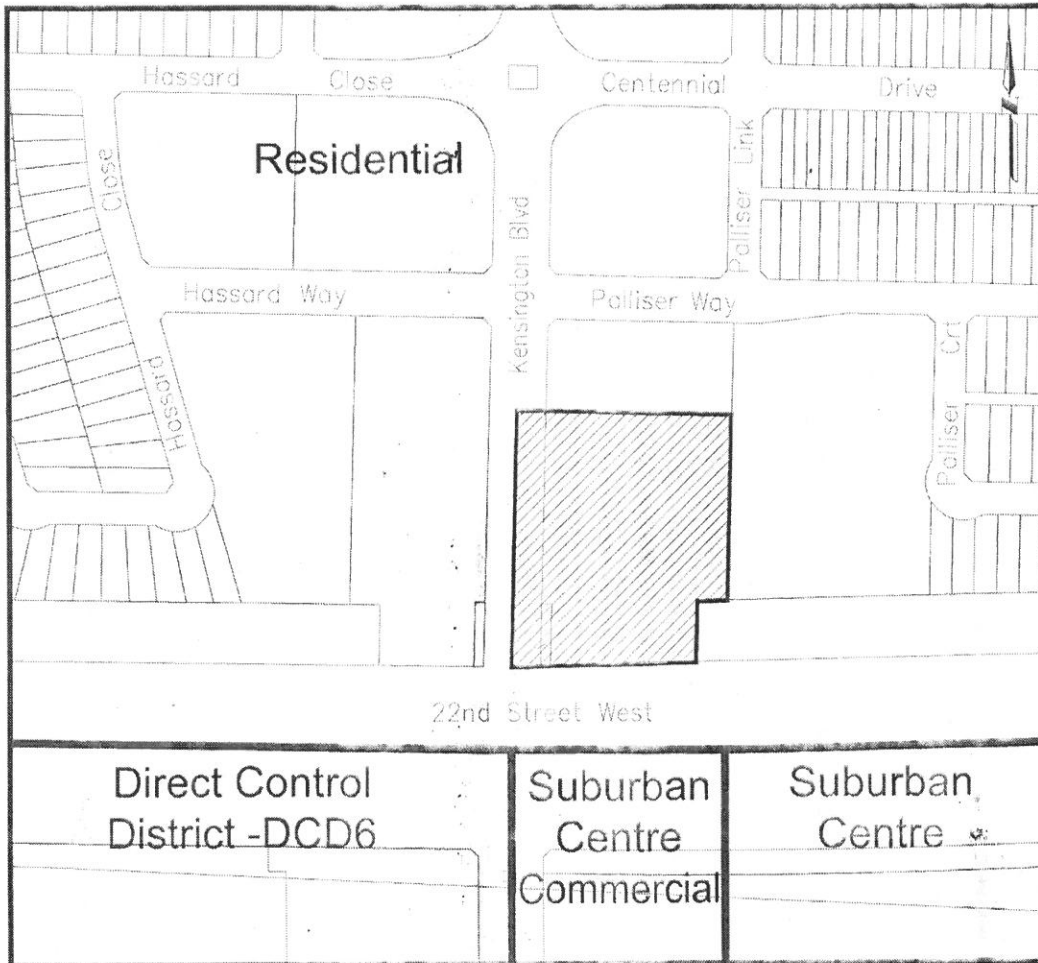


OFFICIAL COMMUNITY PLAN AMENDMENT  
LAND USE MAP

 From Residential to District Commercial



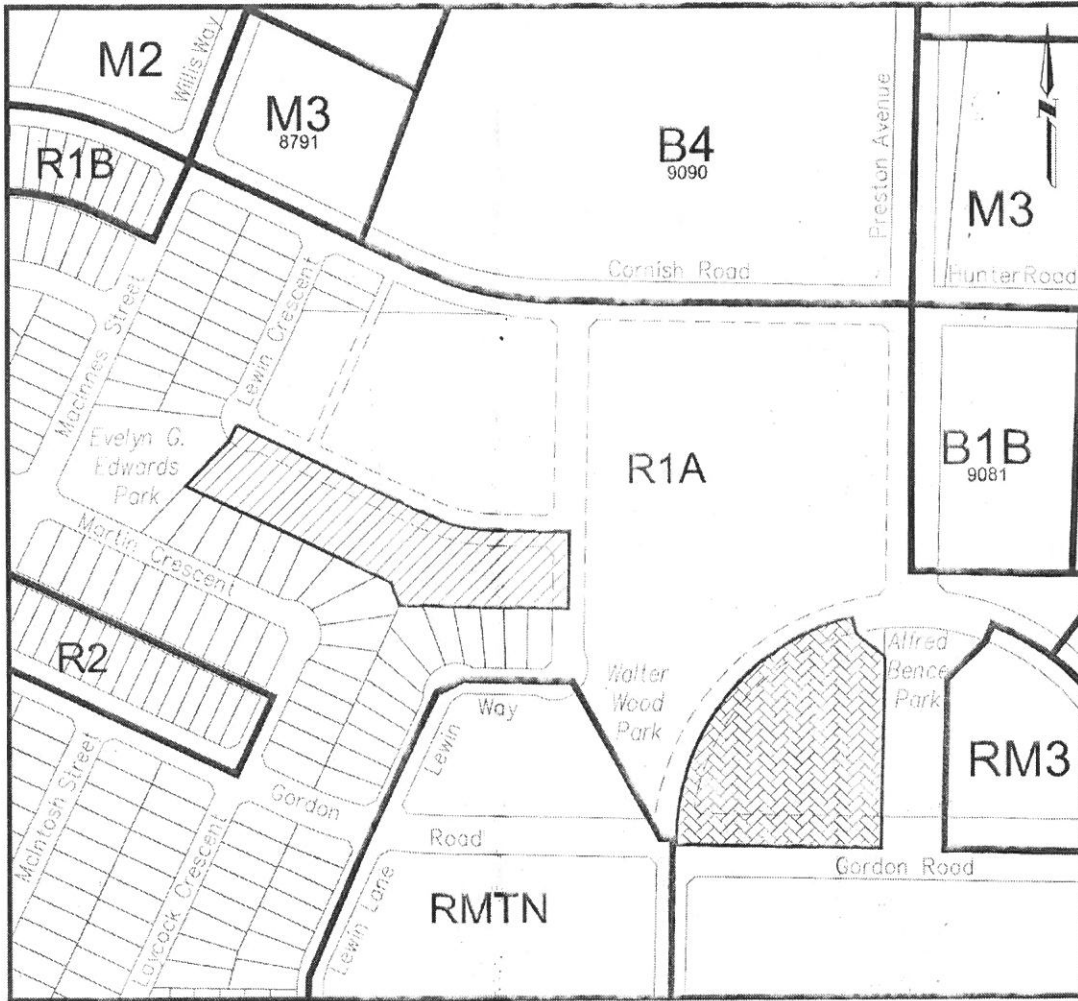
Plan of Proposed Official Community Plan Amendment No. OCP 25/15



OFFICIAL COMMUNITY PLAN AMENDMENT  
LAND USE MAP

 From Residential to District Commercial

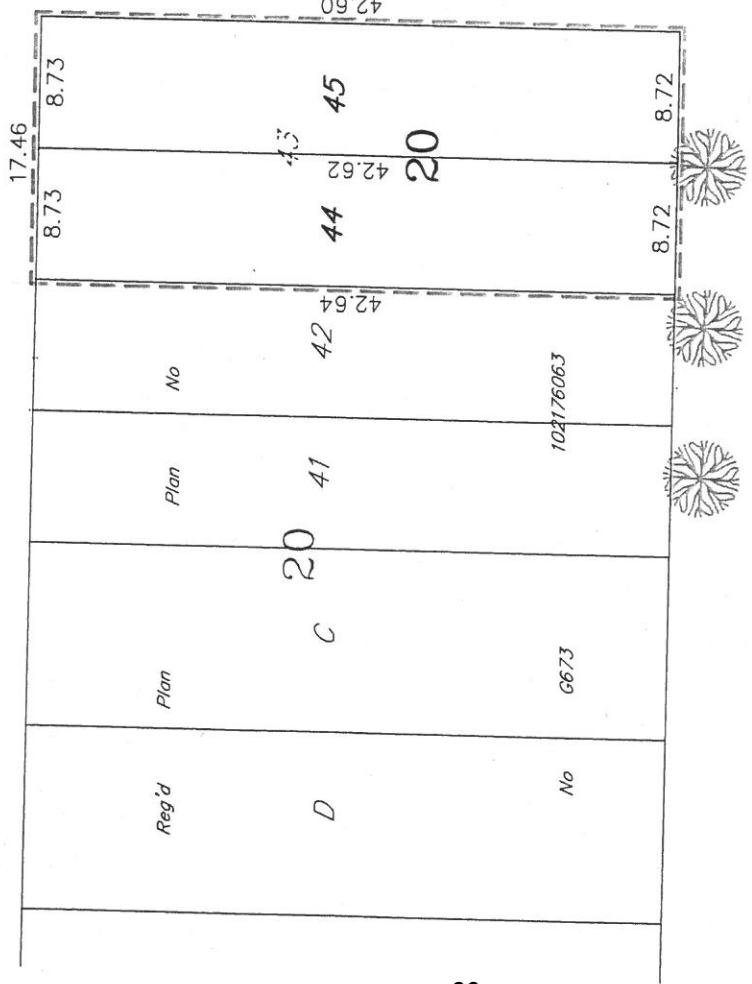




### ZONING AMENDMENT

-  From R1A to R1B
-  From R1A to RM3

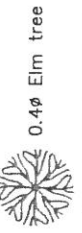
33	Reg'd	34	35	36	37	38	39	40
			Plan		No	F5527		



PLAN OF PROPOSED  
SUBDIVISION OF  
LOT 43, BLOCK 20  
PLAN NO 102176063  
NW 1/4 SEC 27-36-5-3  
1227 15th STREET EAST  
SASKATOON, SASKATCHEWAN  
SCALE 1:500

*[Signature]*  
I.R. Webb April 30<sup>th</sup>, 2015  
Saskatchewan Land Surveyor

Dimensions shown are in metres and decimals thereof.  
Portion of this plan to be approved is outlined in red with a bold, dashed line and contains 0.07± ha (0.18± ac.).  
Dimensions shown are approximate and may differ from the final plan of survey by 0.05± metres.



Approved under the provisions of  
Bylaw No. 6537 of the  
City of Saskatoon

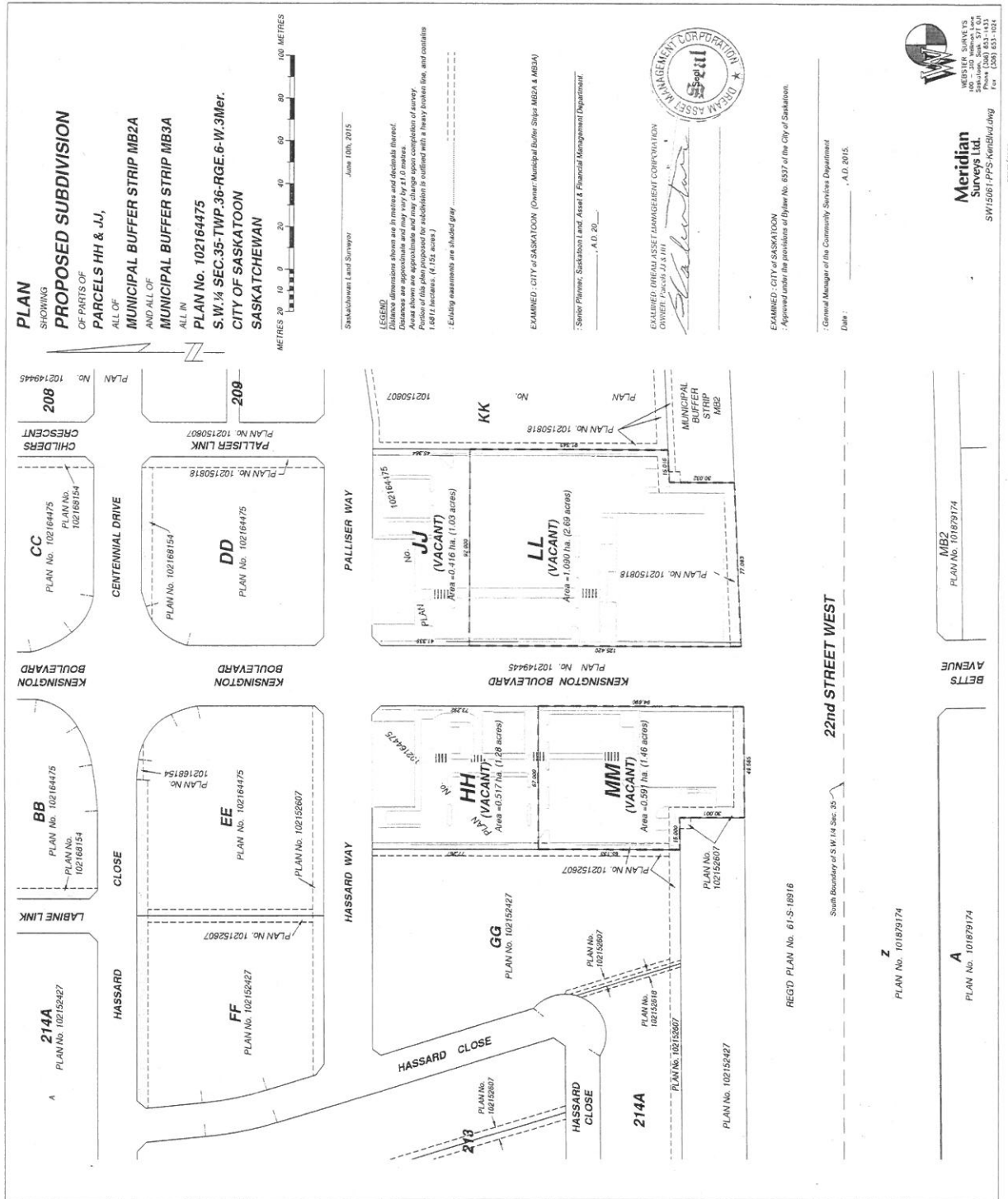
Date \_\_\_\_\_  
Director of Planning and Development  
Division

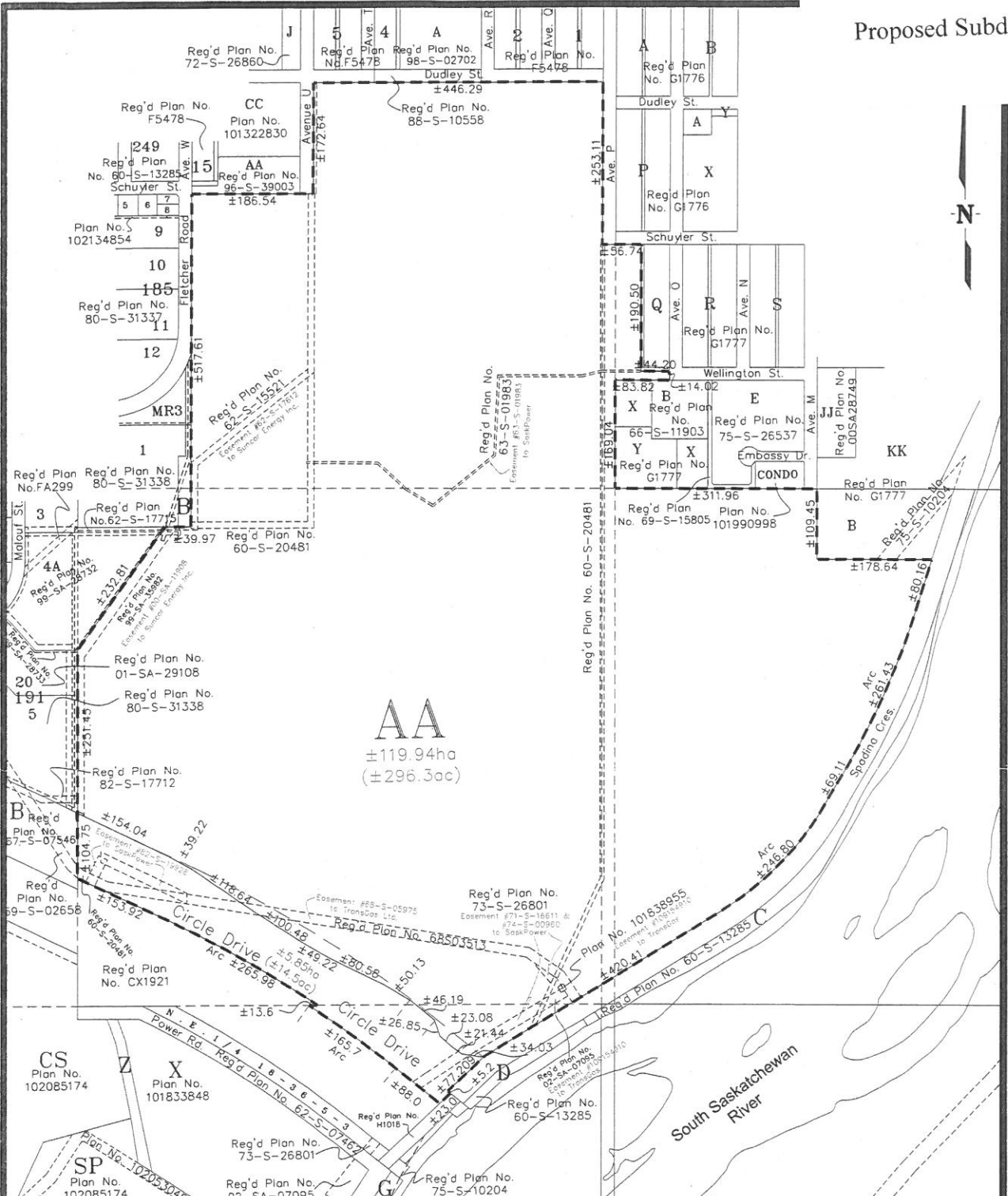
WIGGINS AVENUE

1227 15th STREET EAST

Reg'd	8	Plan	No	9	6705	10
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Prepared by  
**C. Webb Surveys**  
14-2836se CAS





Plan Showing Proposed  
**Surface Subdivision** of part of **Parcels A & E, Reg'd Plan No. 60S13285,**  
 part of N.E. 1/4 Sec.18  
**Twp. 36 Rge. 5 W3rd Mer.**  
 and **Surface Consolidation** of part of **Parcel E with Parcel A, Reg'd Plan No. 60S13285,**  
 all in N.E. 1/4 Sec.18, E.1/2 Sec.19 & S.W. 1/4 Sec.20  
**Twp. 36 Rge. 5 W3rd Mer.**  
**Saskatoon, Saskatchewan**

By: **D.V. Franko S.L.S.**  
 June 2009 - December 2014  
 Scale: 1:6000

> Measurements are in meters and decimals thereof.  
 > Area to be subdivided is outlined in a bold dashed line and contains ±125.79 ha. (±310.8 acres)

**City of Saskatoon**  
 Approved under the provisions of Bylaw No. 6537 of the City of Saskatoon.

**George, Nicholson, Franko & Associates Ltd.**  
 Legal Land Surveyors, Global Positioning Systems

drawing no. 1308-102-CDSWESTPHASEPP			
date	12/05/2014	no.	revision date
drawn by	JKE	R1	APR17/2015
checked by	DVF	R2	APR27/2015
file no.	1308-102	R3	REV3DATE
sheet	1 of 1	R4	REV4DATE

**PLAN OF PROPOSED  
SUBDIVISION OF  
LOTS 20 & 21, BLOCK 8,  
REG'D PLAN NO. G123 &  
LOT 34, BLOCK 8,  
PLAN NO. 101410861  
1310 10TH STREET EAST  
SASKATOON, SASKATCHEWAN  
BY T.R. WEBB, S.L.S.  
SCALE 1:500**

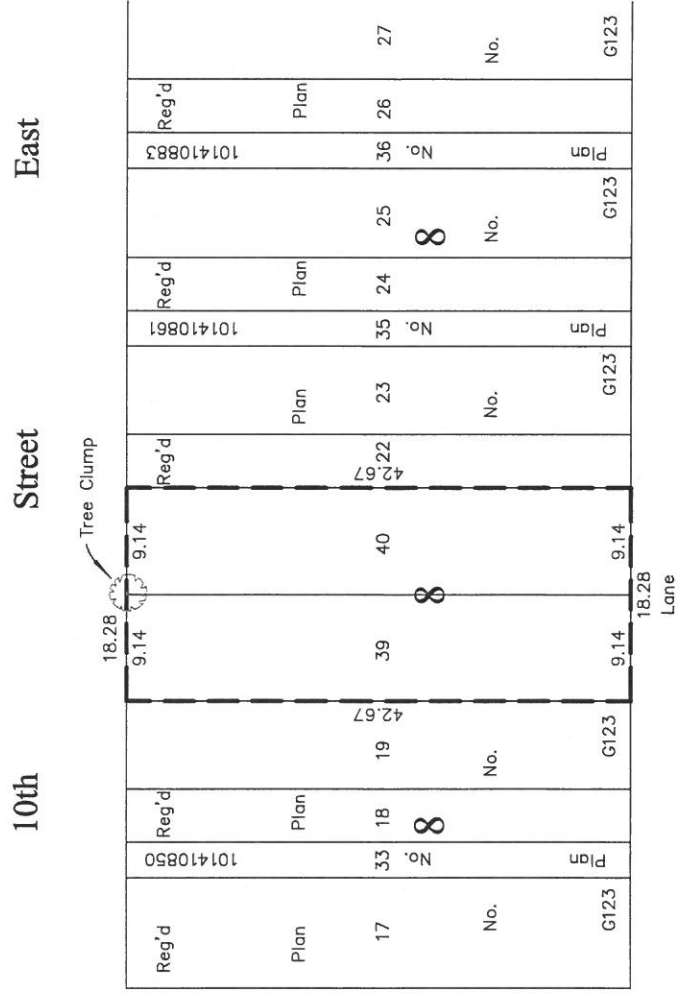
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Seal

T.R. Webb July 17, 2015  
Saskatchewan Land Surveyor

Prepared by  
*T.R. Webb*  
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15-2835st NLI



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City of Saskatoon

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Director of Planning & Development Division

Reg'd	16	15	14	13	12	11	10	9	8	7	6
Plan											
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**PLAN OF PROPOSED SURFACE  
BARE LAND CONDOMINIUM FOR  
LOT B, BLOCK 203  
PLAN NO. 102173093  
S. 1/2 SEC. 11  
TWP. 36, RGE. 5, W. 3RD MER.  
1001 KOLYNCHUK CRESCENT  
SASKATOON, SASKATCHEWAN  
BY T.R. WEBB, S.L.S.  
SCALE 1:500**

Dimensions shown are in metres and decimals thereof.  
Portion of this plan to be approved is outlined  
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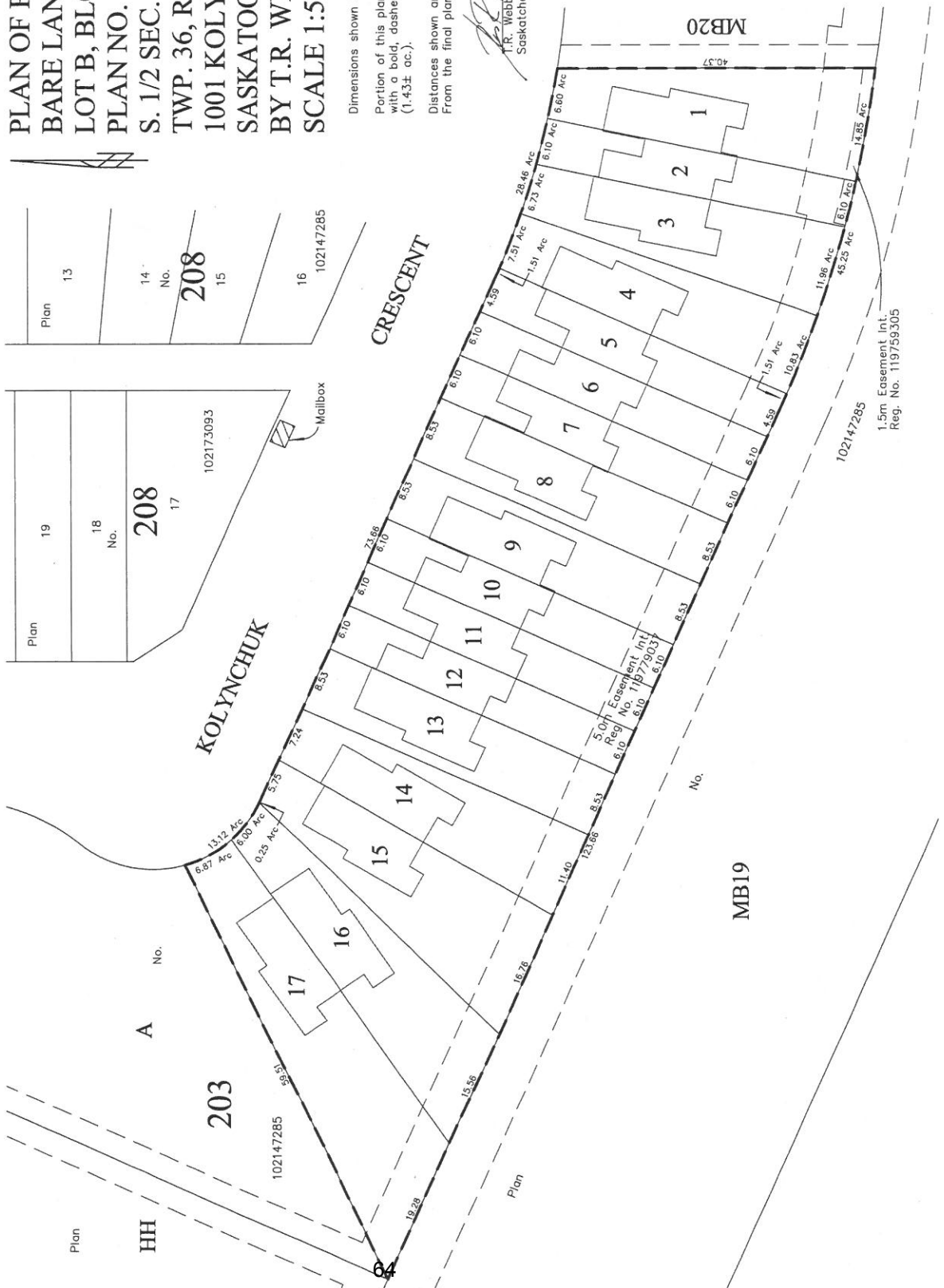
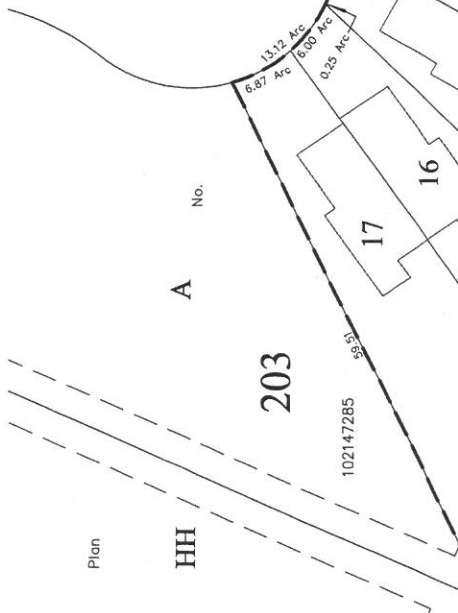
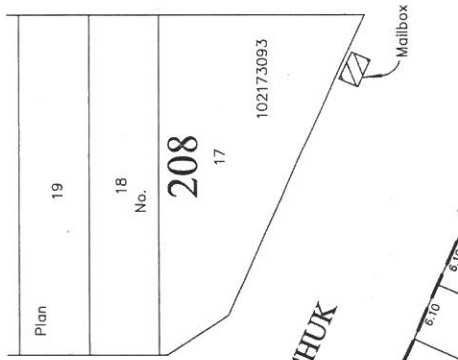
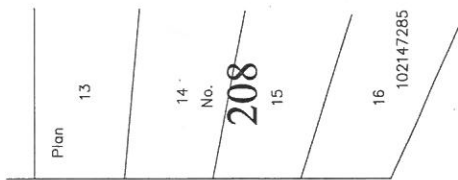
T.R. Webb July 27<sup>th</sup> 2015  
Saskatchewan Land Surveyor

Seal

Proposed Subdivision No. 41/15

Approved under the pr  
Bylaw No. 6537 of the  
City of Saskatoon

Director of Planning & Dev.



1.5m Easement Int.  
Reg. No. 119759305



**PLAN OF PROPOSED  
SUBDIVISION OF  
LOTS 4 & 5, BLOCK 4  
REG'D PLAN NO. G4228  
103 POPLAR CRESCENT  
SASKATOON, SASKATCHEWAN  
BY T.R. WEBB, S.L.S.  
SCALE 1:500**

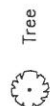


Dimensions shown are in metres and decimals thereof.

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Legend:



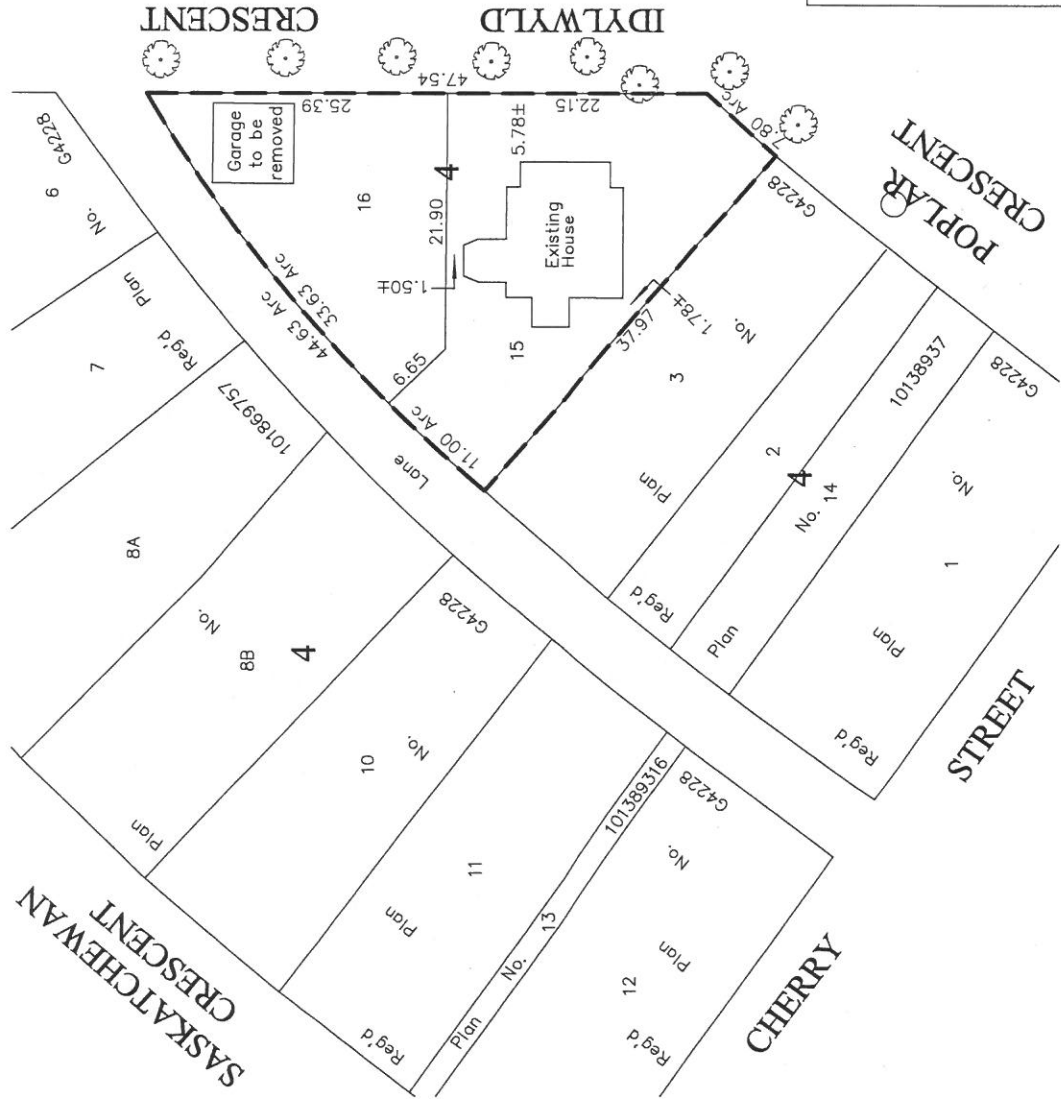
Tree

*T.R. Webb*  
T.R. Webb July 22nd, 2015  
Saskatchewan Land Surveyor

Prepared by  
*T.R. Webb*  
© 2015  
15-2792sm

Approved under the provisions of  
Bylaw No. 6537 of the  
City of Saskatoon

Date \_\_\_\_\_  
Director of Planning & Development Division



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## Sale of Predesignated Care Home Lots

### Recommendation

That the information be received.

### Topic and Purpose

The purpose of this report is to provide an overview of the number of predesignated care home sites that have been sold by Saskatoon Land, as well as by other developers in the City of Saskatoon.

### Report Highlights

1. Concept Plans have shown predesignated sites for Residential Care Homes since 2003.
2. Standard practice for Saskatoon Land is to hold predesignated sites for one year and if they are not sold as care home sites, they are sold as standard single-family lots.
3. Standard practice for private developers is to hold predesignated sites for less time, approximately two months, before being sold as single-family lots.
4. Of the 62 predesignated sites in built-out areas of new neighbourhoods, 17 have been developed as residential care home sites, 9 have been sold but remain undeveloped, and 36 have been developed as single-family lots.

### Strategic Goal

This report addresses the Strategic Goal of Quality of Life by promoting and facilitating the development of supportive housing forms in new neighbourhoods in a planned and equitable manner.

### Background

In 2003, Saskatoon Land began predesignating sites for Type II Residential Care Homes in new neighbourhoods. This arose out of concerns in new neighbourhoods regarding the uncertainty of where Residential Care Homes would be developed. Residential Care Home locations are predesignated at the concept plan stage and are included on new neighbourhood concept maps. The Administration has taken this opportunity to review the interest in designated care home sites by purchasers from Saskatoon Land, as well as from private developers.

### Report

#### Predesignated Sites on Concept Maps

Saskatoon Land and other developers show predesignated care home locations on new neighbourhood concept plan maps. While exact civic addresses are not necessarily shown, areas are identified where one or two Residential Care Homes - Type II (for the

care of between 6 and 15 residents) are predesignated to be developed. Typically a neighbourhood concept map will show between 10 and 20 potential locations.

### Saskatoon Land Standard Practice

Standard practice for Saskatoon Land is to sell predesignated sites as proposed Residential Care Homes through a public tender. Sites are identified to the public through the use of on-site notification signs, as well as maps located in the Saskatoon Land office. If they are not sold through the tender, they are available for sale over the counter on a first-come first-served basis for a period of one year. After that year, they are sold as standard single-family lots. This practice is not set out in City Council policy, but is reviewed by the Land Bank Committee and outlined in the neighbourhood concept plan approval process.

Since 2010, Saskatoon Land has also considered child care centres and preschools on the predesignated sites.

### Private Developer Standard Practice

When neighbourhoods are primarily marketed and developed by private developers, predesignated Residential Care Home sites are shown on neighbourhood concept plans. These sites are held for the use of Residential Care Homes, on average for approximately two months, before they are made available to be sold as standard single-family lots. The practice of advertising these lots as predesignated sites is done primarily through the approved concept plan. Advertising predesignated lots on site or in promotional material is not required by City Council policy.

### Predesignated Care Homes Developed Since 2003

Saskatoon Land has been the lead developer for the Evergreen, Willowgrove, Kensington, and Aspen Ridge neighbourhoods since the establishment of predesignated care home sites. In the Evergreen, Willowgrove, and Hampton Village neighbourhoods, 25 designated care home sites have been sold to be developed as care homes. Of those sold, 16 have been developed as Residential Care Homes - Type II, with the remaining 9 undeveloped as of July 1, 2015.

Private developers have been the lead developers for the Stonebridge, Rosewood, Hampton Village, and Brighton neighbourhoods since the establishment of predesignated sites. As of July 1, 2015, only one designated site in these neighbourhoods has been sold by private developers and developed as a Residential Care Home - Type II. With regard to the Rosewood neighbourhood, the concept map indicates ten areas for designated care homes. As of July 1, 2015, none have been developed as care homes; two have been sold and developed as one-unit dwellings, and the other eight are in areas not yet built-out. Attachment 1 details the designated care home sites by neighbourhood.

For future neighbourhoods, it is recommended that the requirements for advertising, as well as the timeframe to hold lots as Residential Care Homes, be clearly addressed in the Neighbourhood Concept Plan.

**Public and/or Stakeholder Involvement**

Saskatoon Land and private developers have been contacted to confirm standard practice for the sale of predesignated sites.

**Other Considerations/Implications**

There are no options, policy, financial, environmental, privacy or CPTED implications or considerations. No communication plan is required at this time.

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

There is no follow-up required.

**Public Notice**

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

**Attachment**

1. Sale of Care Home Lots by Neighbourhood

**Report Approval**

Written by: Daniel McLaren, Planner, Planning and Development  
Reviewed by: Darryl Dawson, Acting Director of Planning and Development  
Approved by: Randy Grauer, General Manager, Community Services Department

S/Reports/DS/2015/PDCS – Sale of Predesignated Care Home Lots/ks  
BF112-14

**Sale of Care Home Lots by Neighbourhood**

<b>Neighbourhood</b>	<b>Designated Sites on Concept Map</b>	<b>Developed as Residential Care Home - Type II</b>	<b>Sold, Undeveloped as of July 1, 2015</b>	<b>Developed as Single-Family Lot</b>	<b>Area of Neighbourhood Not Developed/ Unsold</b>
Evergreen	15	4	7	0	4
Rosewood	10	0	0	2	8
Stonebridge	22	1	0	21	0
Willowgrove	15	10	1	4	0
Hampton Village	14	2	1	9	2
Kensington	10	0	0	0	10
Brighton	12	0	0	0	12
Aspen Ridge	16	0	0	0	16

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## Vacant Lot and Adaptive Reuse Incentive Program - 322 Avenue C South

### Recommendation

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

1. That a five-year tax abatement equivalent to 53% of the incremental taxes for the redevelopment of 322 Avenue C South be approved;
2. That the five-year tax abatement take effect in the next taxation year following completion of the project; and
3. 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 request approval for a five-year tax abatement for the incremental property tax for the redevelopment of the property located at 322 Avenue C South under the Vacant Lot and Adaptive Reuse (VLAR) Incentive Program.

### Report Highlights

1. The Administration recommends the approval of a five-year tax abatement for the incremental property taxes for the redevelopment of a two-storey office building located at 322 Avenue C South.
2. Fifty-three percent of the incremental property tax abatement for 322 Avenue C South, based on the 2015 tax value, is estimated to be \$1,826 annually or \$9,132 over five years.

### Strategic Goal

This report supports the City of Saskatoon's (City) long-term Strategic Goal of Sustainable Growth by increasing and encouraging infill development.

### Background

During its March 7, 2011 meeting, City Council approved the VLAR Incentive Program. The VLAR Incentive Program is designed to encourage infill development on chronically vacant sites and adaptive reuse of vacant buildings within Saskatoon's established neighbourhoods.

Applicants have the choice of a five-year tax abatement or a grant with the maximum incentive amount calculated based on the increment between the existing municipal taxes and the taxes owing upon completion, multiplied by five years. Applications are

## Vacant Lot and Adaptive Reuse Incentive Program – 322 Avenue C South

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scored against an evaluation system where points are awarded for features included in a project that meets a defined set of policy objectives. A score out of 100, which the project earns, determines what proportion of the maximum incentive amount it will receive. Any residual portion of the maximum incentive amount on projects that earn less than 100% will be redirected into the VLAR Reserve.

### Report

On May 5, 2015, the Neighbourhood Planning Section, Planning and Development Division, received an application under the VLAR Incentive Program from Biehn Financial Group for the redevelopment of a vacant building located at 322 Avenue C South in Riversdale. The estimated total project cost is \$895,000.

The application was reviewed using the program's evaluation system. The project at 322 Avenue C South received a total of 53 out of 100 points, for 53% of the maximum incentive amount. The awarding of points was broken down as follows:

- a) 50 base points; and
- b) 3 points for energy efficient features above industry standard.

The building on the property was built in 1978 and is undergoing a complete renovation. The building, under new ownership, now features new plumbing and electrical service, a new roof, and a newly upgraded exterior façade, in addition to many other upgrades. The building meets the requirement for existing vacant buildings as it has contained mainly vacant space for at least 48 months. There has also been a history of fire and property maintenance orders on the property over the last three years under previous ownership.

The applicant is applying for a five-year tax abatement of the incremental property taxes. According to the Assessment and Taxation Section, the incremental increase in annual property taxes for the two-storey office building is estimated to be \$3,446, based on the 2015 taxation year. The maximum incentive amount would be \$17,230 over five years. The value of this abatement over the five-year period, based on an earned incentive amount of 53%, is estimated to be \$9,132.

After a review of this application, the Administration has concluded that this project is consistent with the intent of VLAR Incentive Program Policy No. C09-035. The Administration is recommending that City Council approve the five-year property tax abatement commencing in the next taxation year after completion of the project.

### Options to the Recommendation

City Council could decline support of this project. Choosing this option would represent a departure from VLAR Incentive Program Policy No. C09-035. The Administration is not recommending this option.

### Public and/or Stakeholder Involvement

The need for public/stakeholder involvement is not deemed necessary at this time.

## Vacant Lot and Adaptive Reuse Incentive Program – 322 Avenue C South

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### **Financial Implications**

The incremental property tax abatement for the project at 322 Avenue C South is forgone revenue and will not impact the VLAR Reserve. However, the City will forgo 53% of the increase in tax revenue resulting from this project over a five-year period.

### **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**

The redevelopment of the property located at 322 Avenue C South is expected to be completed by June 2015. The property tax abatement, if approved, will begin the year following project completion and continue for five years.

### **Public Notice**

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

### **Attachment**

1. 322 Avenue C South – Location Map

### **Report Approval**

Written by: Ellen Pearson, Planner, Neighbourhood Planning Section  
Reviewed by: Alan Wallace, Director of Planning and Development  
Approved by: Randy Grauer, General Manager, Community Services Department

S/Reports/CP/2015/PDCS – VLAR Incentive Program – 322 Avenue C South/ks



### 322 Avenue C South - Location Map

Printed: May 25, 2015  
 Scale: 1:1,783



322 Avenue C South – Location Map

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

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## **Name Suggestion for South Bridge (Options for a Possible Naming Process)**

### **Recommendation**

That the report of the General Manager, Community Services Department, dated August 17, 2015, be forwarded to City Council for information.

### **Topic and Purpose**

The purpose of this report is to provide options for a process to engage the public in the naming of the Circle Drive South Bridge.

### **Report Highlights**

1. There are several options for a naming process that would engage the public.
2. One option includes an internally-led engagement process, drawing on staff resources from Corporate Communications, Community Services Marketing, and Planning and Development.
3. A second option is to issue a Request for Proposals (RFP) to local media groups to develop and lead the initial promotion and administration of a naming engagement process.

### **Strategic Goal**

This report supports the City of Saskatoon's (City) Strategic Goal of Quality of Life by outlining a potential process for engaging citizens in a naming process that would celebrate the city's heritage and culture.

### **Background**

During its June 10, 2013 meeting, City Council adopted the recommendations of the Naming Advisory Committee (NAC) that the new south bridge be named "Circle Drive South Bridge" and that naming options be further reviewed at the appropriate time.

During its November 3, 2014 meeting, the Standing Policy Committee (SPC) on Planning, Development and Community Services (PDCS) considered a report from the General Manager, Community Services Department, providing information on the possibility and process for a naming contest for the Circle Drive South Bridge and resolved:

"That the Administration be requested to report back on a more cost-effective option for proceeding with a possible naming process."

## **Report**

### Process Options

This report outlines options for a south bridge naming process that engages citizens, while remaining consistent with Naming of Civic Property and Development Areas Policy No. C09-008 (Naming Policy).

### Sample Processes

1. City-Led Process:

This process would include:

- a) a call for public naming submissions;
- b) a preliminary screening by the Administration;
- c) short listing by the NAC;
- d) a public voting process; and
- e) concluding with a final name decision by City Council.

To be cost-effective, while remaining wide reaching, promotional activities would include:

- a) news releases to generate interest from local news outlets;
- b) social media engagement;
- c) media interviews with the Administration and City Council;
- d) a utility bill insert mailed to households; and
- e) posters at all civic facilities.

Name submissions and voting would take place online using the Shaping Saskatoon Community Engagement website ([shapingsaskatoon.ca](http://shapingsaskatoon.ca)) and would be accepted by mailing in or dropping off ballots for those without Internet access. It is expected that many citizens would have an opportunity to participate.

2. Media-Led Promotion:

A cross section of local media groups was contacted to gauge interest in a potential bridge-naming engagement and advertising campaign. All media groups contacted expressed interest in participating should the opportunity be made available. Preliminary ideas around contest logistics typically involved:

- a) live on-air promotions;
- b) website and social media advertising and promotions; and
- c) online voting.

To ensure a fair selection process and transparency, an RFP would be issued to media group(s) and/or media partnerships (i.e. a combination of radio and television) to develop and lead the initial promotion and administration of a naming engagement process. As required by the Naming Policy, the chosen media group would be required to present submissions to the NAC for name selection.

The media groups expressed interest in a partnership to run the promotion of the naming process and anticipate a reasonable City budget to ensure a successful

process. The exact amount of the City's contribution would not be known until after proposals are received through a formal request process. A potential risk of this option is that media groups not awarded the RFP may not publicize the engagement, and the promotion may reach a limited audience.

3. Other Options

Other options were identified in the report of the General Manager, Community Services Department, dated October 6, 2014 (see Attachment 1).

Staff Support

For the City-led process, promotional costs would be nominal; however, there would be some draw on internal staff resources from Corporate Communications, Community Services Marketing, and Planning and Development.

For the media-led process, a media group would partner with the City to administer and promote the naming contest. It would be unknown until after the RFP closes what the total cost of this partnership may involve. The media group would have to ensure naming suggestions meet the basic requirements of the Naming Policy.

**Options to the Recommendation**

The option does exist to permanently apply the existing name, Circle Drive South Bridge.

**Public and/or Stakeholder Involvement**

A cross section of local media groups was contacted to gauge interest in a potential bridge-naming engagement and advertising campaign. Additionally, naming suggestions for the South Circle Drive Bridge have been received by the Administration on an ad hoc basis. In all cases, these submissions have been added to the corporate file to be considered at a future date. If City Council decides to proceed with an engagement process, these individuals will be contacted directly and invited to submit formally under the naming engagement process.

**Communication Plan**

If City Council supports the development of a naming engagement process, the Administration would report back with a detailed process and communication plan.

**Policy Implications**

The naming engagement processes described in this report would be structured in such a way as to be consistent with the Naming Policy.

**Financial Implications**

If City Council supports proceeding with the development of a naming engagement process, the Administration would report back with a detailed process.

Funds required for the City-led option would be approximately \$5,000 and used mainly

## **Name Suggestion for South Bridge (Options for a Possible Naming Process)**

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for the printing of utility bill inserts and posters. Supporting staff and online resources may impact timelines on other projects.

For a media-led process, the cost is unknown and dependant on the RFP results. To encourage competitive applications and ensure the development, promotion, and administration of an adequate process, a reasonable budget would be required.

Should the Circle Drive South Bridge be renamed, there would be additional costs for implementing the chosen name, including mapping and sign changes.

### **Other Considerations/Implications**

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

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

If the SPC on PDCS recommends, and City Council supports, the development of a naming engagement process, the Administration would report back by January 2016, with a detailed plan that would include a timeframe for delivery.

### **Public Notice**

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

### **Attachment**

1. Report of the General Manager, Community Services Department, dated October 6, 2014 - Name Suggestion for South Bridge (Naming Contest – Evaluation of Possibility and Process)

### **Report Approval**

Written by: Daniel McLaren, Planner, Planning and Development  
Reviewed by: Alan Wallace, Director of Planning and Development  
Approved by: Randy Grauer, General Manager, Community Services Department

S:/Reports/DS/2015/PDCS – Name Suggestion for South Bridge (Options for a Possible Naming Process)/gs  
BF 132-14

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## Name Suggestion for South Bridge (Naming Contest - Evaluation of Possibility and Process)

### Recommendation

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

That the report be received as information.

### Topic and Purpose

The aim of this report is to provide an overview of an appropriate process for a contest, or similar activity, to permanently name the Circle Drive South Bridge.

### Report Highlights

1. A contest, or similar activity, to permanently name the Circle Drive South Bridge is permitted under Naming of Civic Property and Development Areas Policy No. C09-008 (Naming Policy).
2. The process for a contest would involve a call for submissions from the public, a preliminary screening by Administration, short listing by the Naming Advisory Committee (NAC), a public voting process, and a decision on the renaming by City Council.
3. In order for a naming contest of this magnitude to be fair and successful, it would require the development and execution of a comprehensive communications and engagement plan.
4. A contest to name the Circle Drive South Bridge would require significant financial resources and would temporarily draw heavily on staff resources from Communications and Planning & Development, in addition to requiring support from other divisions. This would require reprioritization of other projects in the affected divisions which could impact timelines.
5. A viable option is to permanently apply the current name. The name "Circle Drive South Bridge" is well accepted and is consistent with the name for the Circle Drive North Bridge.

### Strategic Goals

This report supports the City of Saskatoon's (City) Strategic Goal of Quality of Life by outlining a potential process for engaging citizens in a naming contest that would celebrate the City's heritage and culture.

This report also supports the Strategic Goal of Asset and Financial Sustainability by providing an overview of anticipated impacts on funding and staff resources of such a contest.

## Background

During its June 10, 2013 meeting, City Council adopted the recommendations of the NAC that the new south bridge be named “Circle Drive South Bridge” and that naming options be further reviewed at the appropriate time.

Additionally, City Council resolved:

“That the Administration report on the process or possibility of creating a contest, or similar activity, which would involve public input into the permanent name for the Circle Drive South Bridge.”

The Circle Drive South project, which included the Circle Drive South Bridge, opened to drivers on July 31, 2013.

During its May 5, 2014 meeting, City Council adopted a recommendation to approve a number of housekeeping and process clarification amendments to the Naming Policy. Among the amendments was a section explicitly permitting contests to name municipally-owned or controlled facilities, streets, suburban development areas, neighbourhoods, or parks, as long as the process and rules are consistent with the intent of the Naming Policy.

## Report

### Policy

As a result of the amendments approved in May 2014, the Naming Policy explicitly permits contests to name municipally-owned or controlled facilities, streets, suburban development areas, neighbourhoods, or parks. However, any such contests must be consistent with the Naming Policy.

To be consistent with the Naming Policy, a contest to permanently name (rename) Circle Drive South Bridge must:

- a) incorporate the guidelines outlined in the Naming Policy, Sections 3.3(a) – Screening Names and 3.3(b) – Assigning Names (see Attachment 1)
- b) follow the procedure and approval requirements of the Naming Policy, specifically:
  - i) notification of those likely to be affected by the renaming;
  - ii) screening by the NAC, based on the above guidelines; and
  - iii) approval by City Council.

Some decisions related to the day-to-day implementation of the Naming Policy have been delegated to the SPC on PDCS, but because of the communications and funding implications related to a naming contest, the decision to proceed extends beyond the Naming Policy and should be made by City Council.

### Process

Following are two sample processes that would include provision for broad public input and satisfy the requirements of the Naming Policy. Should City Council decide to proceed with a Naming Contest, the Administration would need to develop a detailed process and contest rules.

Sample Process 1 (see Attachment 2 for details):

1. Call for submissions from the public;
2. Administrative validation of submissions;
3. NAC recommendation of short list;
4. Public voting to select a preferred name; and
5. City Council approval of the bridge renaming.

Sample Process 2:

This process would include all of the above steps except the public voting step (Step 4). In Step 3, the NAC would select its preferred name from the public submissions rather than developing a short list for public voting. Essentially, this process would mirror the current process for a “Specific Naming” under the Naming Policy, but would involve a coordinated call for public submissions. Care would need to be taken to ensure that all submissions include sufficient supporting documentation for evaluation by the NAC. A risk of this sample process is that it may create the perception that the contest is not sufficiently fair and transparent.

### Communications and Engagement

As the Circle Drive South Bridge is of a city-wide scale and impact, a naming contest would be expected to generate a high level of interest in the community.

The above processes would require the development and coordination of a comprehensive plan for communicating the contest and implementing the public engagement activities.

To fairly implement the contest, the campaign must be as broad reaching as possible throughout Saskatoon, and a minimum time period of four to six weeks must be allowed to create sufficient awareness and for idea generation and submissions. Widespread paid media communications would be required including radio, tv, social media advertising (Facebook) targeting Saskatoon residents, City Page ads, posters at civic facilities, and possibly an insert in the utility bills that go to the majority of residents. Communications would also include a series of timed News Releases.

To streamline the engagement activities, name submission and voting (if applicable) would use primarily online methods, supplemented by letter and in-person methods to ensure the process is accessible to all.



### Financial and Staff Support

A contest to permanently name the Circle Drive South Bridge would draw heavily on staff resources from Communications and Planning & Development, in addition to requiring support from other divisions. It is not expected that additional Full Time Equivalent (FTE) staff would be required. However, a decision to proceed with a naming contest would require reprioritization of other projects within the affected divisions, impacting timelines.

Given the scale and likely level of public interest in a bridge naming contest, the communication activities are anticipated to be quite significant and will require extensive planning and coordination. The naming campaign could be anticipated to cost \$30,000 or more.

### Permanently Apply the Existing Name – Circle Drive South Bridge

A viable option is to permanently apply the existing name, Circle Drive South Bridge. This name is well established and accepted in the community and is consistent with the naming approach used for the Circle Drive North Bridge. At the same time, there is some interest in the community for a naming contest reflective of the excitement and positive impact generated by this major infrastructure project.

### **Options to the Recommendation**

The following options exist:

Option 1: Permanently apply the existing name, Circle Drive South Bridge. This is a viable and practical solution.

Option 2: Proceed with a naming contest as outlined in this report. This option will have impacts on existing projects, and the financial implications are in the range of \$30,000 or more.

Option 3: Proceed with a naming contest as outlined in this report, but with minimal or no promotion activities that incur costs and instead rely on any unpaid media opportunities resulting from News Releases. This option would be less costly, but is not recommended. The Administration's understanding is that a goal of this contest would be to ensure fairness and transparency while obtaining broad, city-wide input and involvement into the permanent naming of the Circle Drive South Bridge. A corresponding level of promotion would be necessary to achieve the desired level of input.

Option 4: At the appropriate time, coordinate a contest to name the Circle Drive South Bridge with a contest to formally name the new north bridge that will be constructed as part of the North Commuter Parkway Project. This approach would allow sufficient lead time to ensure that appropriate resources could be dedicated to fund and administer the contest. It would also realize economies of scale since the two contests could be promoted and administered together. However, because of the timing of the North Commuter Parkway Project, a contest to name that new bridge is likely two or more

years away. By that time, the name, "Circle Drive South Bridge", will have become well-established.

**Public and/or Stakeholder Involvement**

No organized public/stakeholder input has occurred to date. Naming suggestions for the Circle Drive South Bridge have been received by the Administration on an ad hoc basis. In all cases, these submissions have been added to the corporate file to be dealt with at a future date. If City Council decides to proceed with a contest, these individuals will be contacted directly and invited to submit formally under the contest process.

**Communication Plan**

If the recommendation of this report is adopted, a communication plan is not required. If the SPC on PDCS decides to recommend, and City Council supports, proceeding with the development of a naming contest, the Administration would report back with a detailed explanation of the contest, which would include a communication plan and detailed budget.

**Financial Implications**

If the recommendation of this report is adopted, there will be no funding implications. If the SPC on PDCS decides to recommend, and City Council supports, proceeding with the development of a naming contest, the Administration would report back with a detailed explanation of the financial implications of a contest.

A new Capital Project would be required to plan and deliver a naming contest. The funds would be needed primarily to support the communication and engagement activities. Staff resources to support the contest would not have a funding impact, but would need to be drawn from other projects, likely impacting timelines elsewhere. The administration of other much smaller scale contests has required approximately 150 hours of staff time. It is expected that a bridge naming contest would require a significantly higher amount.

As a very preliminary estimate, the following table presents the projected cost to deliver a bridge naming contest:

Budgeted	Unbudgeted	Capital	Operating	Non-Mill Rate	External Funding
	\$30,000	\$30,000			

**Other Considerations/Implications**

There are no policy, environmental, privacy, or CPTED implications or considerations as a result of this report.

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

If the SPC on PDCS adopts the recommendation of this report, then no further action is required.

## **Name Suggestion For South Bridge (Naming Contest - Evaluation of Possibility and Process)**

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If the SPC on PDCS recommends, and City Council supports, the development of a naming contest, the Administration would report back in early 2015 with a detailed process which would include a timeframe for delivery of a contest.

### **Public Notice**

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

### **Attachments**

1. Naming of Civic Property and Development Areas Policy No. C09-008 (excerpt)
2. Sample Process for Circle Drive South Bridge Naming Contest

### **Report Approval**

Written by: Chris Schulz, Senior Planner II, Long Range Planning  
Reviewed by: Lesley Anderson, Acting Director of Planning and Development  
Approved by: Randy Grauer, General Manager, Community Services Department  
Approved by: Murray Totland, City Manager

S/Reports/2014/CP/PDCS - Name Suggestion For South Bridge - Naming Contest – Evaluation of Possibility and Process/ks  
BF 46-13

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## **Inquiry – Councillor Z. Jeffries (June 23, 2014) – Energy Efficient Building Standards in New Dwelling Construction**

### **Recommendation**

That the report of the General Manager, Community Services Department, dated August 17, 2015, be forwarded to City Council for information.

### **Topic and Purpose**

The purpose of this report is to provide an update on the adoption and implementation of energy efficient building standards in new dwelling construction within Saskatchewan.

### **Report Highlights**

1. Provincial adoption and implementation of an Energy Code for new buildings could take place in mid 2017.
2. Implementation of local prescriptive energy efficiency requirements outside those that are proposed by the Province of Saskatchewan (Province) and outside the normal process for implementing change to building regulations would create inconsistency among municipalities in Saskatchewan.
3. In the meantime, the City of Saskatoon (City) Administration is developing collaborative partnerships to identify interim opportunities to promote energy efficiency in the construction of new dwellings.

### **Strategic Goal**

This report supports the City's Strategic Goal of Environmental Leadership by ensuring that energy efficient building codes and standards that are adopted by the Province are encouraged and enforced where necessary.

### **Background**

Building Standards provided an information report to City Council on November 3, 2014, regarding energy efficient building standards in new dwelling construction. During its November 24, 2014, meeting, City Council requested that the Administration report back to the Standing Policy Committee on Planning, Development and Community Services regarding upcoming consultations and opportunities in relation to the adoption and implementation of energy efficient building standards in new dwelling construction within Saskatchewan.

### **Report**

#### Update on Provincial Adoption of Energy Codes

The Provincial Building Standards Unit is working on draft regulation, in regards to the adoption and implementation of the National Energy Code for Buildings 2011 and Section 9.36 of the National Building Code (NBC). The draft will be released to the public for comments in the future.

The 2015 NBC is set to be released in December 2015, with a tentative implementation date by the Province occurring in July 2017. It is anticipated that the adoption and implementation of the Energy Codes may occur at the same time.

To implement local requirements outside those that are proposed by the Province and the NBC would create inconsistency among municipalities in Saskatchewan. The building industry has, on more than one occasion, indicated that they are interested in being compliant, but they want consistent interpretation and application of the standards that apply.

#### Developing Collaborative Partnerships

The Building Standards Division has partnered with the Corporate Performance Department to identify interim steps that may be pursued to promote energy efficiency in new dwelling construction.

Collaborative partnerships with the Saskatoon and Region Home Builders Association and Planning and Development are underway. Initial discussions are positive. There is an interest in continuing to work together to leverage our mutual interests in environmental performance in buildings.

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

In addition to the above stakeholders, Building Standards and Corporate Performance will be reaching out to Saskatoon Land, SaskPower, SaskEnergy, regional builders, and financial institutions to continue discussions on environmental performance in buildings.

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

There are no options, policy, financial, environmental, privacy, or CPTED implications or considerations. No communication plan is required.

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

There is no follow up report planned.

#### **Public Notice**

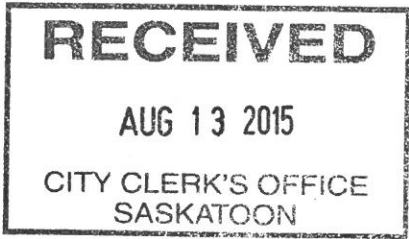
Public notice, pursuant to Section 3 of Public Notice Policy No. C01-021, is not required.

#### **Report Approval**

Written by: Kara Fagnou, Director of Building Standards

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

**From:** Dave Hepburn <dhepburn@saskatoonhomebuilders.com>  
**Sent:** Thursday, August 13, 2015 8:09 AM  
**To:** City Council  
**Subject:** Form submission from: Write a Letter to Council



Submitted on Thursday, August 13, 2015 - 08:08  
Submitted by anonymous user: 142.165.246.126  
Submitted values are:

Date: Thursday, August 13, 2015  
To: His Worship the Mayor and Members of City Council  
First Name: Dave  
Last Name: Hepburn  
Address: 2 - 3012 Louise Street  
City: Saskatoon  
Province: Saskatchewan  
Postal Code: S7J 3L8  
Email: [dhepburn@saskatoonhomebuilders.com](mailto:dhepburn@saskatoonhomebuilders.com)

Comments:  
Good day, please be advised that Mr. Dave Hepburn, CEO of the Saskatoon & Region Home Builders' Association wishes to speak on the agenda item: Inquiry – Councillor Z. Jeffries (June 23, 2014) – Energy Efficient Building Standards in New Dwelling Construction at the SPC on Planning, Development & Community Services on Monday, August 17th, 2015. Please confirm this request at your earliest convenience. Thank you in advance.

The results of this submission may be viewed at:  
<https://www.saskatoon.ca/node/398/submission/35276>

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## 2015 Cultural Grant Capital Reserve Awards

### Recommendation

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council that the project funding recommended by the Cultural Grant Capital Reserve Adjudication Committee be approved.

### Topic and Purpose

The purpose of this report is to provide information on the funding of \$80,000 recommended for the 2015 Cultural Grant Capital Reserve Awards.

### Report Highlights

1. The Cultural Capital Reserve Fund, administered by the Community Development Division, provides funding to organizations that are currently in the City of Saskatoon's (City) Culture Grant Program. Funding is provided for periodic one-time capital projects.
2. The Cultural Grant Capital Reserve Adjudication Committee recommended funding for three eligible projects, with \$80,000 being allocated to approved projects.

### Strategic Goals

This report supports the City's Strategic Goal of Quality of Life, specifically the long-term strategies of implementing the Municipal Culture Plan and supporting community-building through direct investment, community development expertise, and support to volunteers on civic boards, committees, and community associations. Supporting cultural institutions also supports the Strategic Goal of Sustainable Growth as stable cultural institutions complement the work of the City Centre Plan.

### Background

The City's Cultural Grant Capital Reserve was created in 2010 to provide funding for periodic one-time capital projects to organizations currently receiving funding under the Culture Grant Program. In 2013, City Council approved several amendments to the program. The annual provision to the reserve is authorized by City Council through the Operating Budget. Allocations of funds are to be made by the Cultural Grant Capital Reserve Adjudication Committee, in accordance with the criteria outlined in Reserves for Future Expenditures Policy No. C03-003.

### Report

The Cultural Capital Reserve Fund had \$80,000 available for allocation in 2015. All project applications were reviewed by the Cultural Grant Capital Reserve Adjudication Committee, who recommended the following awards:

## 2015 Cultural Grant Capital Reserve Awards

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### Major Grants

- Friends of the Broadway Theatre – lobby upgrade/renovation: \$20,000
- The Saskatchewan Craft Council – boiler replacement: \$55,000

### Minor Grant

- PAVED Art - HVAC improvements: \$ 5,000

### **Options to the Recommendation**

City Council may choose to not approve the recommendations for funding made by the Cultural Grant Capital Reserve Adjudication Committee. In this case, further direction would be required.

### **Communication Plan**

The Community Development Division will promote the results through posting on the City's website.

### **Financial Implications**

Funding for the 2015 Cultural Grant Capital Reserve Awards is allocated from the Reserve for Future Expenditures/Cultural Reserve. The uncommitted balance of the Reserve for Future Expenditures/Cultural Reserve is \$20,000.

### **Other Considerations/Implications**

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

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

The three projects that have been awarded funding will be completed by December 31, 2016.

### **Public Notice**

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

### **Report Approval**

Written by: Kathy Allen, Arts & Grants Consultant, Community Development  
Reviewed by: Lynne Lacroix, Director of Community Development  
Approved by: Randy Grauer, General Manager, Community Services Department

S/Reports/CD/2015/PDCS - 2015 Cultural Grant Capital Reserve Awards/ks



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## Community Support Grant Reserve: Request to Update Reserve for Future Expenditures Policy No. C03-003

### Recommendation

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council that Reserve for Future Expenditures Policy No. C03-003 be amended, as outlined in this report.

### Topic and Purpose

The Administration is requesting City Council's approval to change the Community Support Grant Reserve maximum funding levels in Reserve for Future Expenditures Policy No. C03-003 (Reserve for Future Expenditures Policy).

### Report Highlights

1. The Community Grant Program was amended in 2013 to include a maximum funding level of \$10,000 per applicant.
2. The criteria for the Community Support Grant Reserve expenditures require updating to reflect changes made to the Community Grant Program.

### Strategic Goal

This report supports the City's Strategic Goal of Quality of Life by ensuring citizens have access to facilities and programs that promote active living and bring people together; and by supporting community-building through direct investment, community development expertise, support to volunteers on civic boards, committees, and community associations.

### Background

At its October 15, 2013 meeting, the Planning and Operations Committee approved an increase of the maximum grant funding level available in the Community Grant Program from \$5,000 to \$10,000.

The Community Grant Program is connected to the Community Support Grant Reserve, which is governed by the Reserve for Future Expenditures Policy.

The Community Support Grant Reserve currently provides for a maximum funding amount of \$5,000 per non-profit organization for cultural, sport, or recreation awareness/promotion initiatives in which two or more organizations work together on a project, each organization may apply for a different portion of the project, up to a maximum of \$5,000.

### Report

The Administration recommends that the eligible requirements for the Community Support Grant Reserve within the Reserve for Future Expenditures Policy be updated to

reflect the maximum grant funding levels currently available in the Community Grant. It is recommended:

- that the Community Support Grant Reserve be raised to a maximum funding amount of \$10,000 per non-profit organization; and
- that when two or more organizations work together on a project each organization may apply for a different portion of the project, up to a maximum of \$10,000 each.

### **Options to the Recommendation**

City Council could direct the Administration to continue under the current grant criteria. This option is not recommended by the Administration as the proposed changes address the increased costs of activities to the applicants.

### **Policy Implications**

If the recommendations in this report are approved, the Community Support Grant Reserve funding levels in the Reserve for Future Expenditures Policy will need to be updated to reflect this change.

### **Other Considerations/Implications**

There are no financial, environmental, privacy, or CPTED implications or considerations. No communication plan is required.

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

Should the recommended changes to the Reserve for Future Expenditures be approved, they will be implemented by 2016.

### **Public Notice**

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

### **Report Approval**

Written by: Kathy Allen, Arts and Grants Consultant, Community Development  
Reviewed by: Lynne Lacroix, Director of Community Development  
Approved by: Randy Grauer, General Manager, Community Services Department

S/Reports/CD/2015/PDCS – Community Support Grant Reserve: Request to Update Reserve for Future Expenditures Policy No. C03-003/gs

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## **Innovative Housing Incentives – New Rental Construction Land Cost Rebate Program – LutherCare Communities and Meridian Development Corporation – 250 Hunter Road**

### **Recommendation**

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

1. That a five-year incremental tax abatement of residential taxes be applied to the 159 purpose-built rental units to be constructed at 250 Hunter Road, commencing the next taxation year following completion of the project;
2. That a matching cash grant equal to the value of the five-year incremental tax abatement for 134 units, to a maximum of \$5,000 per unit, estimated at \$347,225, be approved for this project; and
3. That the City Solicitor be requested to prepare the necessary tax abatement and incentive agreements, and that His Worship the Mayor and the City Clerk be authorized to execute these agreements under the Corporate Seal.

### **Topic and Purpose**

The purpose of this report is to recommend financial incentives for the construction of a purpose-built rental project for seniors in the Stonebridge neighbourhood.

### **Report Highlights**

1. Meridian Development Corporation (Meridian) and the Lutheran Sunset Home of Saskatoon (LutherCare Communities) are constructing a purpose-built rental project for seniors in the Stonebridge neighbourhood.
2. Seniors are the fastest growing segment of Saskatoon's population and the LutherCare Village at Stonebridge will fill an important housing need.
3. This project qualifies for financial incentives from the City of Saskatoon (City), including a five-year incremental tax abatement and a matching capital grant.
4. LutherCare Communities and Meridian will need to enter into an incentive agreement to ensure the units remain rental over the long term.

### **Strategic Goal**

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

### **Background**

On June 23, 2008, City Council approved the creation of the New Rental Construction Land Cost Rebate Program, which provides a five-year incremental property tax abatement and a cash grant of up to \$5,000 per unit for the creation of new purpose-

built rental housing. At the same time, City Council allocated resources to support the creation of 1,000 new purpose-built rental units under this program.

On September 26, 2011, City Council allocated incremental property tax abatements for an additional 1,000 rental units under the New Rental Construction Land Cost Rebate Program to match funding committed by the Province of Saskatchewan (Province). City Council entered into an agreement with the Province under which the Province provides a cash grant equal to the value of the five-year incremental property tax abatement to a maximum of \$5,000 for each new purpose-built rental unit created under the City's program.

Since 2008, City Council has approved incentives for the creation of 1,701 new purpose-built rental units under the New Rental Construction Land Cost Rebate Program. There are still incremental property tax abatements available for an additional 299 new purpose-built rental units.

## **Report**

### The LutherCare Village at Stonebridge will Provide Purpose-Built Rental Housing

On May 5, 2015, the Planning and Development Division received a proposal from Meridian and LutherCare Communities requesting financial incentives under the New Rental Construction Land Cost Rebate Program to create 159 purpose-built rental units for seniors. The building will be constructed by Meridian and managed by LutherCare Communities on behalf of the land owners: Presidio Holdings Inc., and Luthercare Holdings Inc.

The LutherCare Village at Stonebridge will be a five-storey apartment-style building that will include 159 independent living suites for seniors (see Attachment 1). Each suite will be self-contained with a full kitchen. There is also a dining room and recreational activities on site. There will also be a 27-bedroom intermediate care home, as well as a branch of the Saskatoon Public Library in the building.

The location chosen for this project is 250 Hunter Road in the Stonebridge neighbourhood (see Attachment 2). It is close to shopping, professional services, and transit. The site is zoned M3 by agreement, which allows for the institutional and residential uses proposed for this project.

### The Need for Seniors Rental Housing in Saskatoon

In the spring of 2015, Canada Mortgage and Housing Corporation reported that Saskatoon's vacancy rate had risen to 4.6%, indicating that there is no longer an overall shortage of rental housing in the city. However, for seniors housing, the need is expected to remain high.

The Planning and Development Division is projecting that seniors (over 65) will be the fastest growing segment of the population over the next 20 years. Using a medium growth projection, it is estimated that the number of seniors living in Saskatoon will

more than double by 2032 to a population of 68,822. Over the life of the building, the demand for units at LutherCare Village in Stonebridge is expected to be high.

**This Project Qualifies for an Incremental Property Tax Abatement and Cash Grant**

After a thorough review of this application, the Administration has concluded that this project will qualify for an incremental property tax abatement and matching cash grant under Innovative Housing Incentives Policy No. C09-002. The Corporate Revenue Division estimates the value of this abatement to be approximately \$76,096 annually, or \$412,005 over five years (presuming an average tax increase of 2% annually).

The funding source for the cash grant is the Provincial Rental Construction Incentive (RCI) program, which will provide funding equal to the estimated value of the five-year incremental property tax. However, there is only capacity remaining in the RCI allocation to fund 134 of the 159 units in this project. A cash grant matching the value of the five-year incremental property tax abatement on 134 units is estimated at \$347,225. The Provincial Cost Sharing Agreement for the RCI expires on March 31, 2016, and this will be the last project that can be supported under this program. A report on the funding requirements and housing targets for 2016 will be presented to the Standing Committee for Planning, Development and Community Services and City Council in September.

**The Incentive Agreement**

In order to ensure that the units remain as rental stock for 15 years, as per Innovative Housing Incentives Policy No. C09-002, the applicants will be required to enter into an incentive agreement.

Funding will be paid out, in trust, to the applicants' lawyer prior to March 31, 2016, and will not be released until completion of the project and the closure of all building permits. The incentive agreement will require that construction of the project is started before March 31, 2016, to meet the terms of the Provincial Rental Construction Incentive.

**Options to the Recommendations**

City Council could choose not to provide financial incentives for this project. Choosing this option would represent a departure from Innovative Housing Incentives Policy No. C09-002.

**Financial Implications**

The Affordable Housing Reserve is the funding source for the \$347, 225 cash grant and will be reimbursed by the Province within three months.

This project will also result in the foregone revenue of the municipal portion of property taxes, equalling approximately \$243,083.

<b>Budgeted</b>	<b>Unbudgeted</b>	<b>External Funding</b>	<b>Foregone Tax Revenue</b>
\$347,225	\$0	\$347,225	\$243,083

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

No public or stakeholder consultation is required.

### **Communications Plan**

LutherCare Communities will plan an official opening ceremony when the construction is complete. 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**

The LutherCare Village project at Stonebridge, is scheduled to be complete and ready for occupancy by December 31, 2016.

### **Public Notice**

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

### **Attachments**

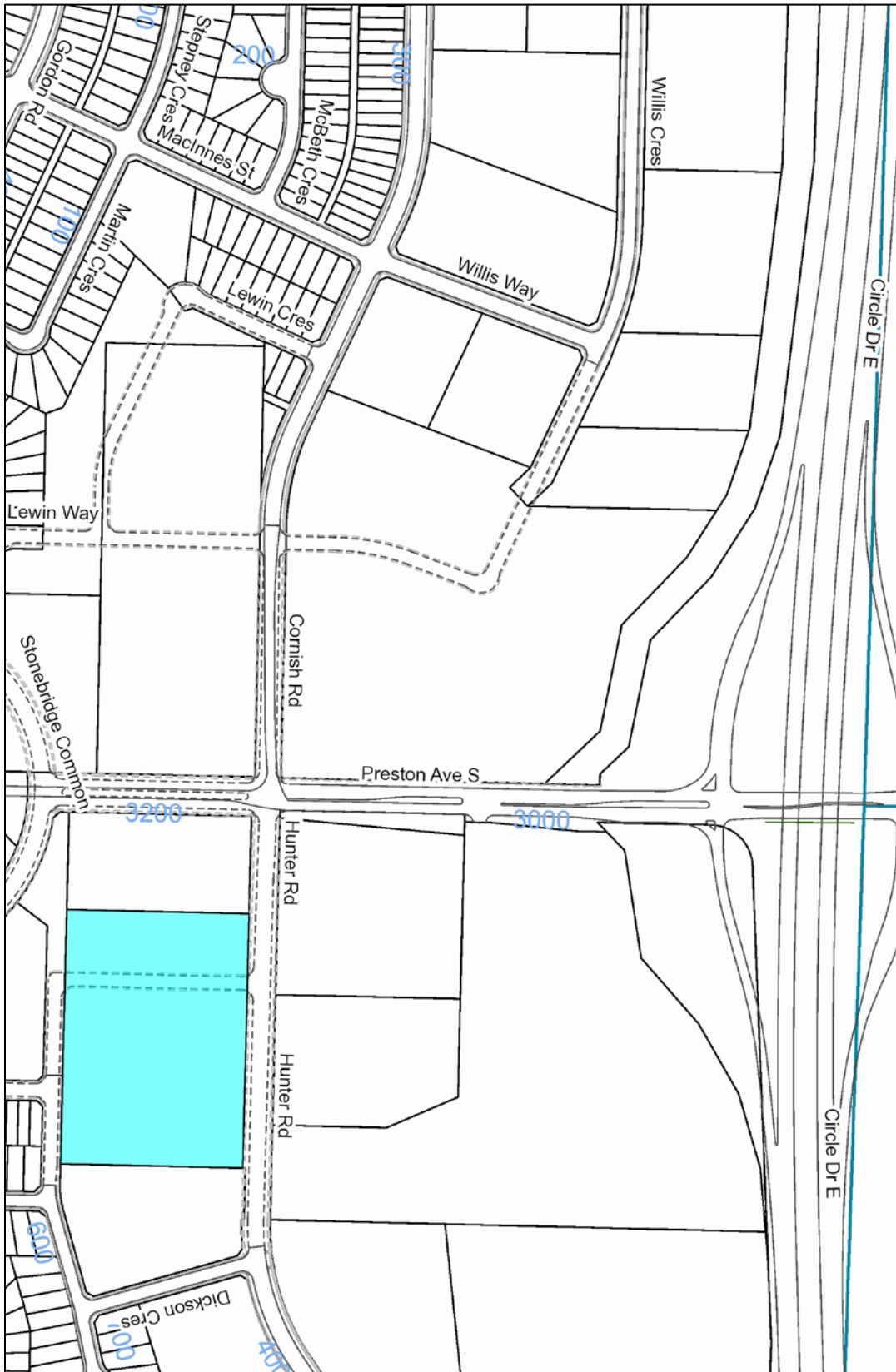
1. Rendering of Proposed Development
2. Site Location of Project Within the Stonebridge Neighbourhood

### **Report Approval**

Written by: Daryl Sexsmith, Housing Analyst, Planning and Development  
Michael Kowalchuk, Planner, Planning and Development  
Reviewed by: Alan Wallace, Director of Planning and Development  
Approved by: Randy Grauer, General Manager, Community Services Department

S/Reports/CP/2015/PDCS – Innovative Housing Incentives – LutherCare Communities and Meridian Development Corporation –  
250 Hunter Road/gs







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## Offer to Donate the Sculpture Dream Maker

### Recommendation

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

1. That the donation of the sculpture “Dream Maker” from artist Floyd Wanner be accepted by the City of Saskatoon, as recommended by the Public Art Advisory Committee and Civic Administration; and
2. That upon acceptance of the sculpture, the Administration work with the Pleasant Hill community to consider the Grace Adam Metawewinhk Park as a possible permanent location for the sculpture, as recommended by the Public Art Advisory Committee.

### Topic and Purpose

Saskatchewan artist Floyd Wanner has offered to donate his stone sculpture, entitled “Dream Maker”, to the City of Saskatoon (City). The City’s Public Art Advisory Committee (PAAC) recommends that the City accept the offer of donation.

### Report Highlights

1. Saskatchewan artist Floyd Wanner offered to donate his stone sculpture entitled “Dream Maker” to the City.
2. The PAAC considered the offer at its June 19, 2015 meeting and recommends acceptance.
3. The Administration has identified two possible locations for the sculpture.

### Strategic Goal

This report supports the Strategic Goal of Quality of Life and long-term strategy of implementing the Municipal Culture Plan.

### Report

#### Offer to Donate

Saskatchewan artist Floyd Wanner has offered to donate his stone sculpture, entitled “Dream Maker”, to the City. According to the artist, the carving was made of stone recovered from the City Hall site during its expansion in the 1980s. The piece is 10.1 feet high, 7.2 feet long, and 2.11 feet wide. The artist’s statement for the sculpture is: “Before your dreams float away, reach out and grab hold. Be your own dream maker.”

#### PAAC Considerations

At its June 19, 2015 meeting, the PAAC considered the following:

- Floyd Wanner is a well-known and accomplished Saskatoon sculptor;

## Offer to Donate the Sculpture Dream Maker

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- The artist has exhibited his works throughout Saskatchewan, British Columbia, and Ontario;
- His most known work in Saskatoon is Musk Ox (20<sup>th</sup> Street and Avenue C in Riversdale); and
- From 1997 to 2005, Dream Maker was previously accepted and on display as part of the City's Placemaker Program, located on the southeast corner of 20<sup>th</sup> Street and Idylwyld Drive (see Attachment 1).

The PAAC recommends to City Council that the City accept this donation from Mr. Wanner.

### Sculpture Location

The Administration supports the PAAC's recommendation to accept Dream Maker, and as such, has identified two possible locations:

- a) on a plinth at the corner of 20<sup>th</sup> Street and First Avenue; and
- b) within Grace Adam Metawewinhk Park in Pleasant Hill neighbourhood.

An advantage of the 20<sup>th</sup> Street and First Avenue location is that the piece could be moved onto an existing plinth immediately, giving high public profile to the sculpture.

Civic staff also identified a location within Grace Adam Metawewinhk Park, adjacent to the Pleasant Hill Village housing development. The site offers a suitable context and complementary landscape for this stone sculpture.

The Grace Adam Metawewinhk Park location will require a degree of community consultation and further landscape considerations, meaning this site would not allow for immediate placement. However, an option is to place Dream Maker at the 20<sup>th</sup> Street and First Avenue location on a temporary basis, then move it to Grace Adam Metawewinhk Park at a later date, should that site be deemed acceptable.

During its June 19, 2015 meeting, the PAAC recommended that the Administration work with the Pleasant Hill community to consider the Grace Adam Metawewinhk Park as a possible permanent location for the sculpture.

### **Options to the Recommendation**

1. City Council could choose to not accept the donation of the sculpture Dream Maker. This is not recommended as it would be inconsistent with the implementation of the Municipal Culture Plan.
2. City Council could choose to not accept the proposed location for the Dream Maker sculpture. In this case, further direction would be required.

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

The Administration will consult with the Downtown Partnership regarding the placement of the sculpture on a plinth at the corner of 20<sup>th</sup> Street and First Avenue. Likewise, the Administration will consult with the Pleasant Hill Community Association and St. Mary's

Wellness and Education Centre, as well as other stakeholders, to discuss the possibility of future placement of the sculpture in Grace Adam Metawewinhk Park.

**Communication Plan**

If the recommendations outlined in this report are approved, the Administration will include Dream Maker on its interactive public art map application (iMap) located on the City's website.

**Policy Implications**

The recommendation to City Council by the PAAC is in compliance with Public Art Policy No. C10-025 and Gifts and Memorials Policy No. C09-027.

**Financial Implications**

The cost to move the sculpture has been estimated at \$500. The ongoing operating impact of owning the piece is estimated at \$150 per year.

**Other Considerations/Implications**

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

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

Should City Council accept the donation, the Administration will prepare and finalize a donation agreement with the artist and arrange for the sculpture to be moved and installed.

**Public Notice**

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

**Attachment**

1. Dream Maker at 20<sup>th</sup> Street and Idylwyld Drive

**Report Approval**

Written by: Kevin Kitchen, Community Initiatives Manager, Community Development  
Reviewed by: Lynne Lacroix, Director of Community Development  
Approved by: Randy Grauer, General Manager, Community Services Department

S:\Reports\CD\2015\PDCS – Offer to Donate the Sculpture Dream Maker\ks

Dream Maker at 20th Street and Idylwyld Drive



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## **Servicing Agreement – Arbutus Meadows Partnership - Rosewood Commercial Area – Subdivision 25/14**

### **Recommendation**

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

1. That the Servicing Agreement with Arbutus Meadows Partnership, for a portion of the Rosewood Commercial Area to cover Parcel Z, all in Southwest Quarter Section 16 and Southeast Quarter Section 17, Range 4, West of the third Meridian, be approved; and
2. That His Worship the Mayor and the City Clerk be authorized to execute the Agreement under the corporate seal.

### **Topic and Purpose**

This report is to obtain City Council approval to enter into a Servicing Agreement to assign responsibility for the construction and payment of various servicing items for property within the Rosewood Commercial Area.

### **Report Highlights**

The Administration is recommending that the Servicing Agreement with Arbutus Meadows Partnership (Attachment 1) be entered into to cover the development of Parcel Z, all in the Southwest Quarter Section 16 and Southeast Quarter Section 17, Range 4, West of the third Meridian.

### **Strategic Goal**

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

### **Background**

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

### **Report**

The City is recommending that a Servicing Agreement be entered into with Arbutus Meadows Partnership to cover the development of Parcel Z, all in the Southwest Quarter Section 16 and Southeast Quarter Section 17, Range 4, West of the third Meridian, subject to the following, which includes both standard and a number of non-standard clauses which are necessary due to the unique nature of the development, and have been agreed upon by the developer:

- A. Standard Items:
1. Servicing of the development area is to be completed before December 31, 2015.
  2. That the prepaid service rates be such rates as the Council of the City of Saskatoon may have in general force and effect for the 2015 season.
- B. Non Standard Items:
1. Future Lanes along the proposed Zimmerman Road south of Rosewood Boulevard will be paid for by the implementation of a charge assessed to the Developer.
  2. A fee will be charged for a portion of the cost of the future interchange at Zimmerman Road/Highway 16 upon subdivision.
  3. A traffic impact study supports the majority of the cost for traffic signals to be paid for by the Developer.
  4. A number of upgraded improvements will be needed at the Highway 16 intersection and along Zimmerman road that will be funded by the Developer.
  5. A letter of credit has been submitted by the developer to cover the estimated expenditures for the first phase of development.

### **Options to the Recommendation**

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

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

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

### **Communication Plan**

At the time the concept plans were unveiled, notices were distributed to all property owners in the area and surrounding area. As well, the local community associations were notified. If construction impacts the neighbouring residents or initiates renewed public interest, additional communications may be considered to address unanticipated or emerging needs.

### **Financial Implications**

The funding for any private developer responsibility has been addressed within the servicing agreement. The funding for all construction that is the responsibility of the City of Saskatoon is self-supporting and approved in the Prepaid Capital Budget.

### **Environmental Implications**

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

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

A CPTED plan is not required for this construction as per Administration Policy A09-034.

**Other Considerations/Implications**

There are no policy or privacy implications.

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

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

**Public Notice**

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

**Attachment**

1. Servicing Agreement – The City of Saskatoon and Arbutus Meadows Partnership.

**Report Approval**

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

## Servicing Agreement

The effective date of this Agreement is \_\_\_\_\_, 2015.

Between:

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

- and -

**Arbutus Meadows Partnership**, a Saskatchewan partnership, carrying on business in the City of Saskatoon, in the Province of Saskatchewan (the “Developer”)

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

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

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

Now therefore the City and the Developer agree as follows:

### Part I Introduction

#### Plan of Proposed Subdivision

1. The Plan showing the proposed subdivision of the Southwest Quarter Section 16 and Southeast Quarter Section 17, all in Township 36, Range 4, West of the Third Meridian, located in the City of Saskatoon, in the Province of Saskatchewan, in the Dominion of Canada, attached to this Agreement as Schedule “A” is made part of this Agreement.



## Definitions and Term

2. (1) Throughout this Agreement:
  - (a) “Development Area” means all that portion of the lands outlined in red on Schedule “A”, consisting of approximately 296 metres of frontage and 6.0 hectares in size, being those lands which, subject to regulatory approval, have been approved for development; and
  - (b) “Manager” means the General Manager of the City’s Transportation and Utilities Department.
- (2) The term of this Agreement shall be two years commencing on the effective date and ending on the day two years from the effective date (the “Term”).

## Part II Off-Site Servicing

### City Servicing

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

- (j) Street Lighting Service;
- (k) Lift Station Service;
- (l) Inspection Service;
- (m) Prepaid Extended Maintenance Service;
- (n) Community Centre;
- (o) Storm Pond Dedication Service;
- (p) Highway 16 & Zimmerman Road Interchange Service;
- (q) Zimmerman Road lane Service; and
- (r) Servicing Agreement Service.

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

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

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

- (i) Planning Levy;
- (j) Street Lighting Charge;
- (k) Lift Station Levy;
- (l) Inspection Levy;
- (m) Prepaid Extended Maintenance Charge;
- (n) Community Centre Levy;
- (o) Storm Pond Dedication Charge;
- (p) Highway 16 & Zimmerman Road Interchange Charge;
- (q) Zimmerman Road Lane Charge; and
- (r) Servicing Agreement Fee.

(the “Development Charges”)

- (2) The Developer shall pay to the City the Development Charges as follows:
  - (a) within 21 calendar days after the execution of this Agreement, the Developer shall pay to the City 25% of all the Development Charges with the balance of the Development Charges being due and payable in three equal installments upon January 31, 2016, May 31, 2016, and September 30, 2016; and
  - (b) the Developer acknowledges that the Development Charges will be subject to such rates as the Council of The City of Saskatoon has established and has in general force and effect for the 2015 construction season; and
  - (c) the Developer acknowledges and agrees that should the construction of services as outlined in clause 13(a) not be completed to the base stage of road construction during 2015 that the Development Charges shall be adjusted to reflect the rates in effect for the construction year that all base material has been installed. The City acknowledges that should the Development Charges be adjusted, the payment schedule contained in clause 4(2)(a) shall be adjusted forward from the dates in this Agreement to the date construction commences in the subsequent year. The provisions of this clause shall not apply where the failure to reasonably complete results from any strike, labour dispute, or Act of God.

- (3) The Developer agrees that upon future subdivisions west of Zimmerman Road additional levies will be charged that were originally included within the Rosewood neighbourhood as follows:
- a) Highway 16 Interchange Charge
  - b) Transition Area Enhancement Fee

### **Cost Sharing of Services**

5. (1) The Developer acknowledges that the City will undertake the construction of various services as set out below that will benefit the Development Area.
- (2) The Developer agrees to pay a charge based on its proportionate area of the estimated cost of such services outlined in clause 5(2)(a) and 5(2)(b), as outlined in Schedule “B”:
- (a) a contribution for the future construction of an interchange situated at Zimmerman Road and Highway 16 outlined in yellow on Schedule “C” and noted in Clause 4(1)p. The charge will be calculated on all lands noted in red on Schedule “D” encompassing in total 43.35 hectares of commercial land, and a separate charge calculated in the future on all lands noted in Blue on Schedule “D” for the remaining 14.54 hectares of industrial land. The charge will initially be assessed on the Development Area and will be deferred upon further Subdivision, Sale, Lease or other disposition on the remaining lands; and,
  - (b) a contribution for the future construction of the most westerly lane along Zimmerman Roadway extending south of Rosewood Boulevard to Highway 16 outlined in blue on Schedule “C” and noted in Clause 4 (1)q. The charge will be calculated on all lands noted in red on Schedule “D” encompassing in total 43.35 hectares of commercial land, and a separate charge calculated in the future on all lands noted in Blue on Schedule “D” for the remaining 14.54 hectares of industrial land. The charge will initially be assessed on the Development Area and will be deferred upon further Subdivision, Sale, Lease or other disposition on the remaining lands; and,
- (3) The Developer agrees to pay the percentage of total cost for services as set out in this Subsection. For clarity, such percentage of total cost shall exclude land acquisition costs and interest. The percentage of total cost shall include labour, materials, supplies, detouring costs, design and engineering costs. Upon completion of the services set out in this Subsection, the City will prepare and

deliver to the Developer an invoice for payment of the Developer's proportionate share of the work, as evidenced by a certificate issued by a professional engineer. The invoice shall be paid by the Developer within 30 days of its receipt:

- (a) a contribution equal to 92% of the actual cost to signalize four intersections outlined in brown on Schedule "C" with traffic control devices. Of this cost the Development Area will pay 82.5% upon completion of each traffic control device and the remaining 17.5% will be deferred and charged upon development of the industrial lands noted in Blue in Schedule "D"; and,
  - (b) a contribution equal to 100% outlined in red on Schedule "C" of the actual construction cost to signalize the intersection adjacent to the commercial area on the Meadows Parkway; and,
  - (c) a contribution from the commercial and industrial lands equal to 100% of the actual construction cost to build a temporary lift station when required; and,
  - (d) a contribution from the commercial and industrial lands equal to 100% of the actual construction cost to build a temporary forcemain when required; and,
- (4) The Developer agrees to be responsible for 82.5% of the cost to build intersection additional turn bays, extended right and left lanes on Zimmerman Road as well as Highway 16 improvements noted in green on Schedule "C":
- (a) for clarity, the total cost shall exclude land acquisition costs and interest. The total cost shall include contract costs, street lighting, material testing, detouring costs, as well as 10% of the total cost for design and engineering costs. Upon completion of the services set out in this Subsection, the City will prepare and deliver to the Developer an invoice for payment of the Developer's proportionate share of the work, as evidenced by a certificate issued by a professional engineer. The invoice shall be paid by the Developer within 30 days of its receipt; and,
  - (b) if the South to West bound ramp to Highway 16 can be designed by the Developer as a permanent road at the correct elevation based on the design of the future interchange, the City will pay for the construction of the ramp, but if not, the Developer will pay a contribution equal to 100% of the actual construction cost to build the ramp; and,
  - (c) if the construction is altered to include the relocation of the existing 138kv power line within Rosewood such costs will be the total cost of the Developer.

- (4) Should any of the services as set out in this Section not be complete at the expiration of the Term, this Section shall survive the Term until the completion of the services, receipt of payment for same and the end of any applicable warranty period.

### **Payment Dates and Interest**

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

### **Retroactive Charges**

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

### **Letter of Credit**

8. Upon the execution of this Agreement, the Developer shall deposit with the City Clerk, City of Saskatoon, a letter of credit (“Letter of Credit”) in a form acceptable to the City Solicitor, City of Saskatoon, from a chartered bank carrying on business in the Province of Saskatchewan. The Letter of Credit shall be calculated in the amount of \$1,380.00 per front metre, being the sum of \$4,594,742.00 including an estimate for direct services in Section 5, and shall secure the Developer’s performance of the provisions of this Agreement. The Letter of Credit shall be irrevocable during the currency of this Agreement, but may be reduced from time to time in proportion to the amount of construction and Development Charges paid. The Developer shall keep the Letter of Credit current until completion of all construction of services provided for in this Agreement and until the full payment of all Development Charges and all other levies, fees and charges have been received by the City.

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

9. (1) The Developer may apply to the City, at the address mentioned in this Agreement respecting the delivery of notices, to undertake the design and construction of all those works and services to be provided by the City pursuant to clauses **3(f), 3(h), 5(3)(c) and 5(3)(d)** of this Agreement. The Manager shall forthwith consider any such application, and, if deemed appropriate, shall issue the Developer formal approval to proceed with all such works, or any portion thereof. Such approval shall prescribe to the current City standards and specifications applicable to any such works, and may be issued upon such terms and conditions, as the Manager, acting reasonably, considers appropriate.
- (2) Should the Developer undertake any works pursuant to Subsection 9(1) of this Agreement, the Developer agrees that all such works shall be constructed in accordance with the standards and specifications prescribed in the Manager's approval relating to the works.

### **Shallow Buried Utilities**

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

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

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

### **City's Indemnification**

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

### Part III Development Area Servicing

#### Developer Servicing Responsibilities

13. (1) Except as herein expressly provided, the Developer agrees that development and servicing is its sole responsibility and it agrees to cause the Development Area to be serviced and developed by the supply, placement, installation, construction and maintenance of the following services:
  - (a) Direct Services:
    - (i) Water mains;
    - (ii) Sanitary sewer mains;
    - (iii) Storm sewer mains;
    - (iv) Grading;
    - (v) Water and sewer service connections;
    - (vi) Sidewalks and curbing;
    - (vii) Walkways;
    - (viii) Paved lanes;
    - (ix) Street cutting; and
    - (x) Street paving.
  - (2) The Developer agrees to provide a temporary roadway connection at their cost extending from the existing Patience Lake Road to Market Drive including the following:
    - a) provide an engineering drawing to the City of Saskatoon for approval indicating the structure of the roadway; and,
    - b) design and construct the roadway with a gravel base standard if the intent is to leave the roadway in place for a period of less than 2 years from the completion of Zimmerman Roadway; and,



- c) design and construct the roadway with a paved surface if the length of time the roadway will be in service will exceed two years from the completion of Zimmerman Road; and,
- d) decommission the existing Patience Lake Road between Zimmerman road and the location of the temporary road.
- d) maintain the temporary road to the same standard as established by the Saskatchewan Ministries of Highways; and,
- e) upon construction of the permanent connection of Patience Lake Road to Market Drive to decommission the temporary roadway including the cost for legally closing the right-of-way.

**Developer Warranties**

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

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

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

(2) The Developer shall put up such barricades, lights or other protection for persons and property as will adequately protect the public or any person in the neighbourhood and maintain same during the course of construction, and, upon

the request of the Manager or the Saskatoon Police Service, shall improve or change same.

- (3) When the Developer has completed all of the storm sewers, sanitary sewers, waterworks, easement cutting, sidewalks and curbs and paving pursuant to any work done under Subsection 14(1), it may so notify the Manager, in writing, who shall within 15 days of such a notice, carry out the required inspection, and if the Manager is satisfied on inspection that the work is substantially complete and will not be materially affected by other work, he shall within 15 days issue a Construction Completion Certificate to that effect, and the maintenance period for the works included in the Certificate shall start on the day the Certificate is issued.
- (4) Upon completion and acceptance by the Manager as required in Subsection 14(3) hereof, the Developer shall carry out any work, by way of repair or replacement, as directed by the Manager, and which the Manager acting reasonably deems necessary to conform to the approved plans and specifications:
  - (a) after the issuance of the Construction Completion Certificate, the Developer shall be responsible for any and all repairs and replacement to any utilities and improvements which may become necessary up to the end of the maintenance periods set out in Subsection 14(1);
  - (b) if during the construction or maintenance period any material defects become apparent in any of the utilities or improvements installed or constructed by the Developer under this Agreement, and the Manager requires repairs or replacements to be done, the Developer shall be so notified, and within a reasonable time after said notice shall cause any repairs or replacements to be done, and if the Developer shall default, or any emergency exists, the City may complete the repairs or replacement and recover the reasonable cost thereof from the Developer;
  - (c) the Developer shall be responsible for adjusting all hydrants and main valve boxes and all service valve boxes to the established grades as they are developed, until such time as the City issues the Construction Completion Certificates for the maintenance of streets and lanes; and
  - (d) the Developer agrees that maintenance is a continuous operation that must be carried on until the expiry date of the maintenance period for each and every utility, and that no releases from liability of any kind will be given until all repairs or replacements required by the Manager acting reasonably in his final inspection reports have been made. The final inspection reports shall be completed no later than 60 days prior to the end of the warranty period. A formal release will be issued upon correction of all deficiencies listed in the final inspection reports.

- (5) During the maintenance periods referred to in this Agreement and notwithstanding any other provisions to the contrary, in the case of an emergency involving the breakage of a waterline or the stoppage of a sewer line constructed by the Developer, the City may take such emergency repair measures as it deems necessary, through its officers, servants or agents, on its behalf, to prevent damage to property, and the reasonable costs of such repair work shall be payable by the Developer on demand.

### **Developer Covenants**

15. In relation to the development and servicing of the Development Area, the Developer agrees:

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

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

- (b) (i) to provide all utility, construction and service easements which may be required, at no cost to the City or any other utility agency or service, and to comply with the terms of any easement agreement entered into by the Developer with respect to such easements provided that such easements shall not materially adversely affect the development of the Development Area;
- (ii) to provide and register a utility easement plan if required by the Manager; and
- (iii) to provide for a covenant in all sale, ground lease or transfer agreements within the Development Area to the effect that the grades set on any such easements shall not be altered without the prior approval of the Manager, whose approval will not be unreasonably withheld;
- (c) to indemnify and save harmless the City with respect to any action commenced against the City as a result of any act or omission of the Developer in relation to the Developer's obligations set out in this Agreement, including the acts or omissions of its officers, employees,

servants or agents, or anyone for whom the Developer is at law responsible;

- (d) that all work carried out by the Developer shall be designed and the works supervised by a qualified firm of consulting engineers retained by the Developer. Plans and specifications of design must be approved by the Manager acting reasonably, and all design and work carried out must conform to the current City of Saskatoon specifications as to material and construction practices for such services;
- (e) that the Developer shall obtain all approvals required by Saskatchewan Environment and Resource Management and the Saskatchewan Water Corporation, together with any other consent or approvals which may be required by law, copies of all such approvals shall be provided to the Manager;
- (f) to supply all necessary labour, material, equipment and to construct, provide and maintain all sanitary sewers complete with manholes and all other accessories throughout the Development Area;
- (g) to supply all necessary labour, material, equipment and to construct, provide and maintain all water mains, including valves, hydrants and all other accessories throughout the Development Area;
- (h) to supply all necessary labour, material and equipment to construct and provide a storm water drainage system for the Development Area, including all storm sewer mains, piping, manholes, catch basins and other accessories including the maintaining, flushing and pumping of storm water until a final outlet to connect into has been commissioned;
- (i) to supply all necessary labour, materials, equipment, and to construct and provide all sidewalks and curbs throughout the Development Area;
- (j) to supply all necessary labour, materials, equipment, and to construct and provide all walkways throughout the Development Area;
- (k) to supply all necessary labour, materials, equipment, and to construct and pave all streets and lanes as required throughout the Development Area;
- (l) to provide the City with all such detailed plans, specifications, tests and records as the Manager may reasonably require both before and after construction. The “as built” plans shall be to the City’s standard in size, scale and form and shall be on both mylar transparencies and digital copy;

- (m) to supply the City with proof of adequate commercial general liability insurance which includes a non-owned vehicle endorsement and vehicle liability insurance, minimum coverage to be as follows:

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

\$5,000,000.00 for each occurrence

**Vehicle Liability Insurance:**

\$5,000,000.00 for each occurrence

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

- (n) to contribute towards a trust fund in an agreed upon proportionate share with other Developers within the Rosewood neighbourhood for any lands developed west of Zimmerman Road for the eventual construction of the following services:
  - (i) relocation of the natural gas transmission line extending from east to west along the southern portion of the neighbourhood. The City will not be included within the cost sharing formula for this item; and
  - (ii) upgrading of the railway crossing including installation of crossing controls at the future intersection of Taylor Street and the Canadian Pacific Railway; and
- (o) for any lands developed west of Zimmerman road to cost share with other Developers within the Rosewood neighbourhood upon subdivision based on benefiting frontage and overall percentage of ownership for the following services:
  - (i) the cost of all roadways adjacent to neighbourhood parks, linear parks and designated school sites;
  - (ii) the cost of all entrance roadways extending from Boychuk Drive and Taylor Street terminating at the first intersecting street;
  - (iii) benefiting water and sewer oversizing improvements; and
  - (iv) the cost of all enhancements within the core area of the neighbourhood.

### **Standard of Construction**

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

### **Changes in City Services**

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

## **Part IV General**

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

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

### **Expeditious Construction**

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

### **Assignment**

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

### **Dispute Resolution**

21. In the case of any dispute between the City and the Developer arising out of the performance of this Agreement, or afterwards as to any matter contained in this

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

### **Applicable Law**

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

### **Force and Effect**

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

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

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

### **Notices**

25. (1) Any notice or consent (including any invoice, statement, request or other communication) required or permitted to be given by any party to this Agreement to the other party shall be in writing and shall be delivered or sent by registered mail (except during a postal disruption or threatened postal disruption) or facsimile transmission, email or other electronic communication to the applicable address set forth below:

- (a) in the case of Arbutus Meadows Partnership to:

Arbutus Meadows Partnership  
110 – 1529 West 6<sup>th</sup> Avenue  
Vancouver BC V6J 1R1  
Attention: Jeff Drexel  
Facsimile: 888-735-2496  
Email: jdrexel@arbutusproperties.com; and

- (b) in the case of the City to:

The City of Saskatoon  
c/o Office of the City Clerk  
222 3rd Avenue North  
Saskatoon, SK S7K 0J5  
Attention: General Manager,  
Transportation and Utilities Department  
Facsimile: **(306) 975-2784**

- (2) Any notice delivered personally shall be deemed to have been validly and effectively given and received on the date of such delivery provided same is on a business day (Monday to Friday, other than a statutory holiday).
- (3) Any notice sent by registered mail shall be deemed to have been validly and effectively given and received on the fifth business day following the date of mailing.
- (4) Any notice sent by facsimile or email or other electronic communication shall be deemed to have been validly and effectively given and received on the business day next following the date on which it was sent (with confirmation of transmittal received).
- (5) Either party to this Agreement may, from time to time by notice given to the other party, change its address for service under this Agreement.

### **Entire Agreement**

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



### **Illegality**

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

### **Amendment**

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

### **Headings**

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

### **Covenants**

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

### **Time of Essence**

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

### **Further Assurances**

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

**Approval of Plan of Subdivision**

33. Upon execution of this Agreement by both parties, the City acknowledges that condition 1(b) “the owner/developer entering into a development and servicing agreement with The City of Saskatoon” of Subdivision Application 25/14 has been met by the Developer.

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

**The City of Saskatoon**

\_\_\_\_\_

Mayor

c/s

\_\_\_\_\_

City Clerk

**Arbutus Meadows Partnership**

\_\_\_\_\_  
\_\_\_\_\_

c/s

## Schedule “B”

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

The charges payable by the Developer to the City pursuant to Section 4 hereof shall be calculated in accordance with the rates as the Council of The City of Saskatoon has established and are in general force and effect for the 2015 construction season. By way of illustration only, the following rates were effective for the 2014 construction season:

(a)	Trunk Sewer Levy .....	\$	790.25	per front metre;
(b)	Primary Water Main Levy .....	\$	157.15	per front metre;
(c)	Arterial Road Levy .....	\$	519.45	per front metre;
(d)	Interchange Levy .....	\$	190.20	per front metre;
(e)	Parks and Recreation Levy .....	\$	388.00	per front metre;
(f)	Buffer Strip Charge .....	\$	38.95	per front metre;
(g)	Street Signing & Traffic Controls .....	\$	16.80	per front metre;
(h)	Fencing Charge .....	\$	11.75	per front metre;
(i)	Planning Levy .....	\$	15.50	per front metre;
(j)	Street Lighting Charge .....	\$	87.80	per front metre;
(k)	Lift Station Levy .....	\$	96.00	per front metre;
(l)	Inspection Levy .....	\$	19.10	per front metre;
(m)	Prepaid Extended Maintenance Charge .....	\$	17.25	per front metre;
(n)	Community Centre Levy .....	\$	140.65	per front metre;
(o)	Storm Pond Dedication Charge .....	\$	3,718.85	per hectare;
(p)	Highway 16 & Zimmerman Rd Interchange Charge .....	\$213,149.00		per hectare;
(q)	Zimmerman Road Lane Charge .....	\$	7,772.00	per hectare; and
(r)	Servicing Agreement Fee .....	\$	2,262.00	per Agreement.

The Trunk Sewer Levy, Primary Watermain Levy, Arterial Road Levy, Interchange Levy, Lift Station Levy, Parks and Recreation Levy, and Community Centre Levy will be calculated at an area rate of 169 equivalent front metres per hectare. Area rate: 169 X \$2,281.70 = \$385,607.30 per hectare.

PLAN SHOWING PROPOSED SUBDIVISION OF  
A PORTION OF ROAD ALLOWANCE  
BETWEEN S.W. 1/4 SEC. 16 & S.E. 1/4 SEC. 17  
AND PART OF  
PARCEL C, PLAN NO. 101317508  
IN  
N.E. 1/4 SEC. 17  
AND PART OF  
REG'D PLAN NO. DT-2262 IN  
S.E. 1/4 SEC. 17  
AND PART OF  
S.E. 1/4 SEC. 17  
ALL IN  
TWP. 36 - RGE. 4 - W.3rd MER.  
SASKATOON, SASKATCHEWAN.  
BY : M. G. RADOUX, S.L.S.

Saskatchewan Land Surveyor  
January 5th, 2014  
Revised July 15th, 2014  
Revised February 2nd, 2015

**LEGEND**  
Distances shown are in metres and decimal thereof.  
Distances are approximate and may vary by ±0.0 metres.  
Portions of this plan proposed and may change upon completion of survey.  
Portions of this plan proposed and may change upon completion of survey.  
Portions of this plan proposed and may change upon completion of survey.  
Distances on curves are arc lengths.

7m joint use SaskPower, SaskTel & Shaw Cable Systems

Portion of Road Allowance to be cancelled  
contains 0.424 hectares and is shown thus

Portion of Road on Plan DT2262 to be cancelled  
contains 0.037 hectares and is shown thus

EXAMINED: CASABLANCA HOLDINGS INC.  
OWNER: S.E. 1/4 Sec. 17 and Parcel C in N.E. 1/4 Sec. 17

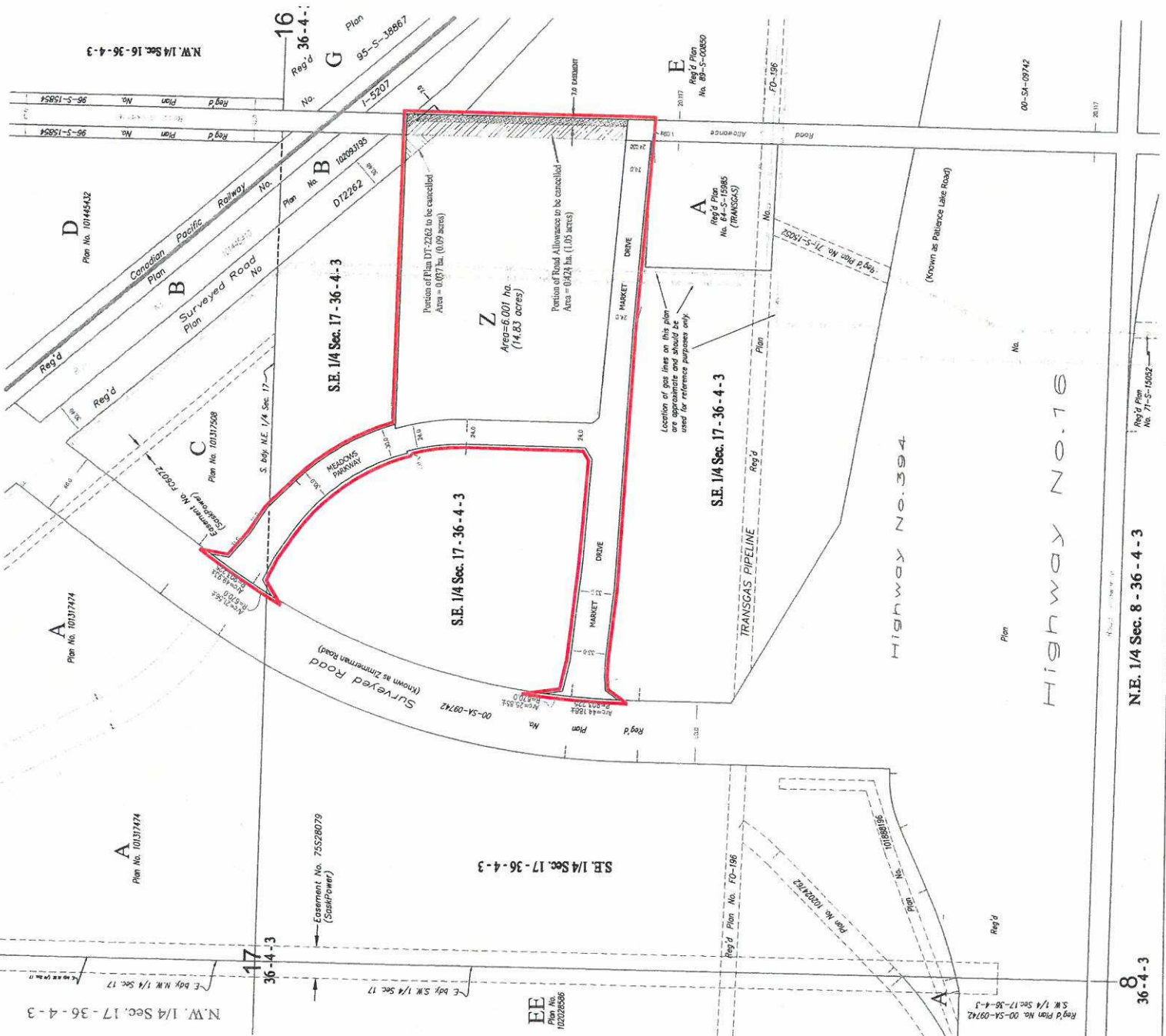
EXAMINED : CITY OF SASKATOON  
: Approved under the provisions of Bylaw No. 6537  
of the City of Saskatoon.

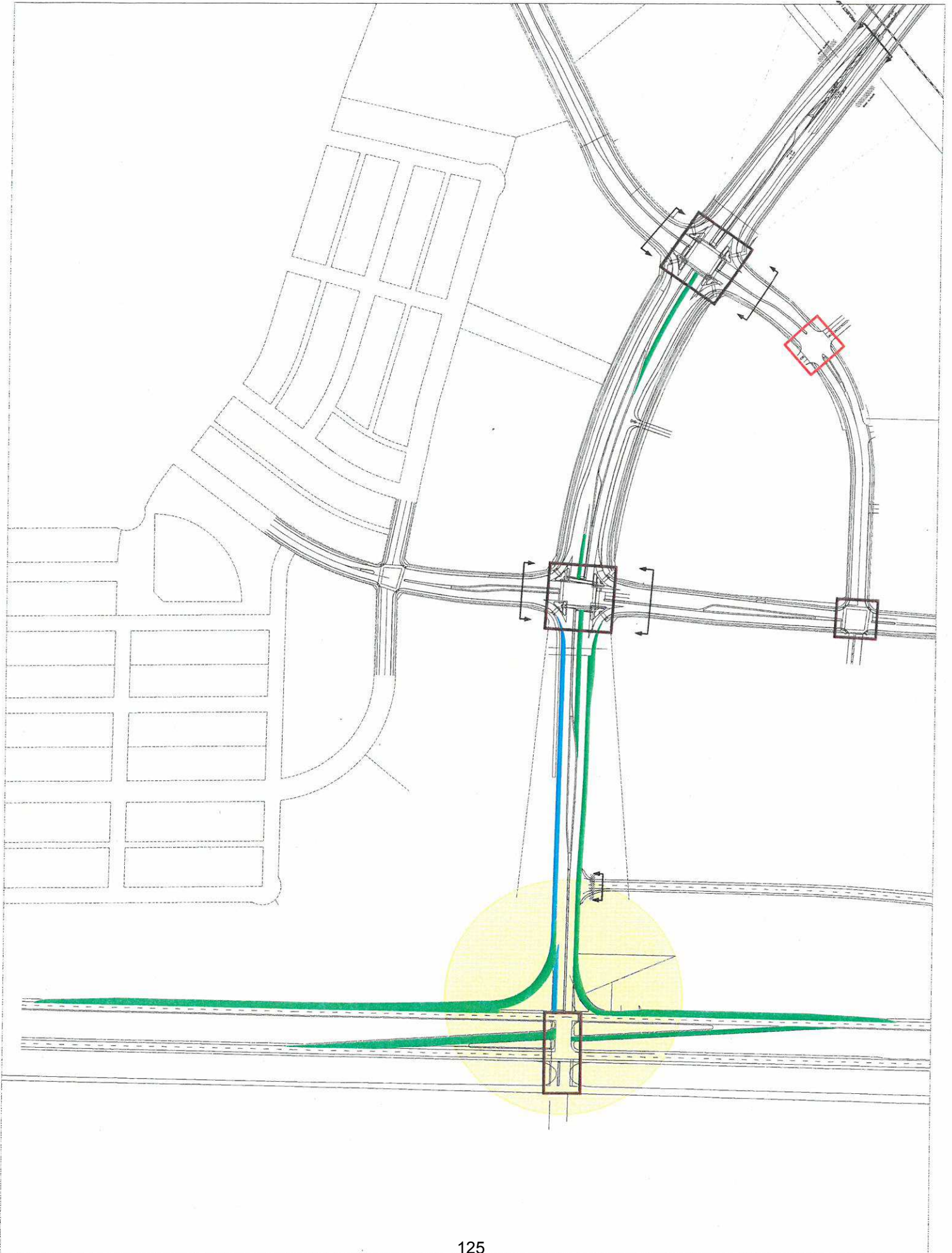
: General Manager of the Community Services Department  
Date : \_\_\_\_\_, A.D. 2015.



**Meridian**  
Surveys Ltd.

WEBSTER SURVEYS  
100 310 Main Street  
Saskatoon, Saskatchewan  
Phone (306) 653-1433  
Fax (306) 653-1024





SCHEDULE 'D'

