CITY COUNCIL

Tuesday, October 9, 2012
5:30 PM

Henry Baker Hall, Main Floor, City Hall

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Agenda
City Council
Tuesday, October 9, 2012

Open With Prayer

Confirmation of Agenda

Adoption of Minutes

Delegations, Related Reports and Bylaws

DE12-96 Chris Roszell - Supplemental Report to RPC12-34 Application for Contract Zone Agreement (11-CZ-7) Proposed Commercial (Office and Retail) Building - 1550 14th Avenue

CR12-144 Supplemental Report to RPC12-34 Application for Contract Zone Agreement (11-CZ-7) Proposed Commercial (Office and Retail) Building - 1550 14th Avenue (Bylaw 2012-47)

Recommendation

1. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the property described as Lots 15 and 16, Block 414, Plan OLD 33 and located at 1550 14th Avenue, from R4A - Residential Infill Housing to C - Contract, be APPROVED and that the subject Zoning Bylaw amendment authorize the execution of a contract zone agreement between the City of Regina and the applicant/owner of the subject property.
2. That further to recommendation 1, the proposed contract zone agreement shall include the following terms and conditions:
   (a) Development of the proposed commercial building on the property located at 1550 14th Avenue shall be consistent with the plans and drawings labelled as Drawings A3 to A11, inclusive, prepared by P3 Architecture Partnership. [Appendices 3-1 to 3-9 to this report]
   (b) On the second and third floors of the proposed commercial building, permitted uses shall be limited to medical and dental offices and other medical-related uses, including, but not limited to, clinics and laboratories.
   (c) Medical and dental offices and other medical-related uses shall also be permitted on the main floor of the proposed commercial building. As well, the following other uses shall be permitted on the main floor, subject

to the applicable maximum floor areas per individual occupancy as established for the NC - Neighbourhood Convenience Zone:

i) a confectionary store, which by definition shall have a maximum gross floor area (GFA) of 150m^2;

ii) general office uses, subject to a maximum GFA of 300m2;

iii) personal service establishments, subject to a maximum GFA of 200m^2;

iv) retail uses, subject to a maximum GFA of 300m^2;

v) an unlicensed restaurant, subject to a maximum seating capacity of 50 persons.

(d) A detailed landscape plan for the subject property shall be submitted for review and approval by the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject property shall be in accordance with *The Forestry Bylaw, 2002* (Bylaw No. 2002-48, as amended).

(e) The erection or placement of commercial signs on the property located at 1550 14th Avenue shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the Zoning Bylaw.

(f) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of the Zoning Bylaw.

(g) The approval to initiate the proposed development shall be valid for a period of two years from the date of City Council's passage of the Zoning Bylaw amendment that authorizes the contract zone agreement.

(h) The contract zone agreement shall be registered in the City's interest against the titles to the subject properties (Lots 15 and 16, Block 414, Plan OLD 33) and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.

3. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject property and the execution of the contract zone agreement, as described above.

DE12-97 Applications for Zoning Bylaw Amendment and Discretionary Use Approval

CR12-145 Applications for Zoning Bylaw Amendment and Discretionary Use Approval (11-Z-17/ 12-DU-5) Phase 2B of Hawkstone Subdivision and Planned Group of Dwellings on Proposed Parcel Z, Hawkstone Subdivision (Bylaw 2012-79)

Recommendation

1. That the application to amend *Regina Zoning Bylaw No. 9250* pertaining to lands within phase 2 of the Hawkstone subdivision in the Northwest Sector as shown in Appendix A-1, be APPROVED as follows:
    a. Proposed Parcel Z to be rezoned from UH-Urban Holding to R5-Residental Medium Density; and
    b. Proposed MR1 to be rezoned from UH-Urban Holding to PS-Public Service.

2. That the discretionary use application for a proposed planned group of dwellings located at Parcel Z in Phase 2 of the Hawkstone Subdivision be APPROVED subject to the following conditions:
    a. The development shall be consistent with the site plan and elevations in Appendices A-3.1-3.2.3 attached to this report.
    b. That pursuant to Section 18D.1.1 of the Zoning Bylaw, City Council waive the requirement to post a public notification sign on the subject lands, due to their remote location and the current unavailability of direct public access;
    c. The development shall comply with all applicable standards and regulations in Regina Zoning Bylaw No. 9250.
3. That the City Solicitor be directed to prepare the necessary amendment to *Regina Zoning Bylaw 9250*.

DE12-98 Kevin Reese - Applications for Concept Plan and Zoning Bylaw Amendments (12-CP-9; 12-Z-19) and Proposed Road Closure (12-CL-5) - Balance of The Creeks Concept Plan Area

CR12-146 Applications for Concept Plan and Zoning Bylaw Amendments (12-CP-9; 12-Z-19) and Proposed Road Closure (12-CL-5) - Balance of The Creeks Concept Plan Area (Bylaws 2012-81, 2012-82)

Recommendation

1. That the proposed amendment to The Creeks Concept Plan, as depicted on Figure 1 and revised on August 16, 2012 (Appendix 3-1 to this report) be APPROVED.
2. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the lands as depicted on the plan of proposed zoning (Appendix 3-2), from UH - Urban Holding and FW - Floodway to R1 - Residential Detached and FW - Floodway, be APPROVED.
3. That the application for closure and sale of the road allowance as depicted on the attached plan of proposed road closure (Appendix 3-3) be APPROVED.
4. That the City Solicitor be directed to prepare the required Zoning Bylaw amendment and the bylaw to authorize closure and sale of the aforementioned road allowance.

DE12-99 Kevin Reese - Application for Zoning Bylaw and Concept Plan Amendment (12-Z-18/12-CP-7) - Hawkstone Phase 3, Hawkstone Subdivision

CR12-147 Application for Zoning Bylaw and Concept Plan Amendment (12-Z-18/12-CP-7) - Hawkstone Phase 3, Hawkstone Subdivision (Bylaw 2012-83)

Recommendation

1. That the application to amend the Hawkstone Concept Plan, as depicted on the attached Revised Concept Plan in Appendix 3.2 be APPROVED;
2. That the application to rezone the lands (Part of NE ¼ 1-18-20 W2M) as shown on the shaded portion of the attached plan of proposed subdivision be APPROVED as follows:
   a. All lots in Blocks N, M, G and lots 1-28 in Block H be rezoned from UH – Urban Holding to R2 – Residential Semi-detached;
   b. Parcels R and S be rezoned from UH to R5 – Medium Density Residential;
   c. Parcels T, W and Y to be rezoned from UH to R6 – Residential Multiple Housing;
   d. All lots in Blocks C, J, D, K, L, and lots 29-51 in Block H be rezoned from UH to DCD12-Suburban Narrow-Lot Residential; and
   e. Parcel MR2 be rezoned from UH to PS- Public Service;
3. That pursuant to Section 18D.1.1 of the Zoning Bylaw, City Council waive the requirement to post a public notification sign on the subject lands, due to their remote location and the current unavailability of direct public access;
4. That the City Solicitor be directed to prepare the necessary bylaw.

DE12-100 Carmen Lien - Applications for Official Community Plan Amendment and Contract Zone Approval (12-CZ-6) Proposed Mixed-Use Building 2100 15th Avenue, and 2276, 2260, 2256 Scarth Street

CR12-148 Applications for Official Community Plan Amendment and Contract Zone Approval (12-CZ-6) Proposed Mixed-Use Building 2100 15th Avenue, and 2276, 2260, 2256 Scarth Street (Bylaws 2012-89 and 2012-91)

Recommendation

1. That Part F-Transitional Area Development Plan of *Regina Development Plan Bylaw No. 7877* (Official Community Plan) be amended by adding the following to Section 5.0 Exceptions after e):

f)	2100 15th Avenue, 2276, 2260, and 2256 Scarth Street	Lots 11, 12, 13 Block 429, Plan No. Old 33; Lots 21 and 22, Block 429, Plan No. 101187558	Mixed Use Building

2. That subject to Ministerial Approval of the related Official Community Plan amendment, the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the properties described as
   (a) Lots 11, 12, 13 Block 429, Plan No. Old 33;, located at 2100 15th Avenue, and 2276, 2260 Scarth Street ; and
   (b) Lots 21 and 22, Block 429, Plan No. 101187558, located at 2256 Scarth Street.

   from TAR (H15 – Transitional Area Residential (Height Overlay 15m) to C - Contract, be APPROVED and that the contract zone agreement between the City of Regina and the applicant/owner of the subject properties be executed.

3. That further to recommendation 2, the proposed contract zone agreement shall include the following terms:
   (a) Development of the proposed mixed-use building on the subject property shall be consistent with the attached plans and drawings labelled Appendix A-3.1--A-3.3.2, inclusive and prepared by JMA Architecture Ltd.
   (b) The range of permitted and discretionary uses in main floor commercial space shall be consistent with the MX zone in Table 5.2 of *Regina Zoning Bylaw No. 9250* with the following exceptions:
      i) Restaurant and Licensed Restaurant, Personal Service, Confectionary Store, Retail, and Recreational Service Facility uses shall be permitted on the main level;
      ii) Apartment Dwelling units shall be permitted in the main floor commercial space as accessory to a permitted or discretionary commercial use with the intention of accommodating live/work spaces.
   (c) A detailed landscape plan for the subject property shall be submitted for approval to the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject properties shall be undertaken in accordance with *The Forestry Bylaw, 2002* (Bylaw No. 2002-48, as amended). The applicant shall attempt to retain as many existing street trees as possible and where tree retention is not possible shall install new mature trees of calipers and sizes specified by Urban Forestry.
   (d) The erection or placement of commercial signs on the property located at 1550 14th Avenue shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the Zoning Bylaw.
   (e) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of the Zoning Bylaw.
   (f) The approval to initiate the proposed development shall be valid for a period of two years from the date of City Council's passage of the Zoning Bylaw amendment that authorizes the contract zone agreement.
   (g) The contract zone agreement shall be registered in the City's interest, against the titles to all of the subject properties and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.
4. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject properties and the execution of the contract zone agreement, as described above.

2012-47 The Regina Zoning Amendment Bylaw. 2012 (No. 15)

2012-79 Proposed Zoning Bylaw Amendment, 2012 (No. 33)

2012-81 The Regina zoning Amendment Bylaw, 2012 (No. 35)

2012-82 A Bylaw to Provide for the Closure and Sale of a Portion of the Road Allowance West of LSD 12 in Section 2, Parcel B, Plan No. 101929530; and SW 1/4 Section 11, All in Township 19, Range 19, W2M, 2012

2012-83 The Regina Zoning Amendment Bylaw, 2012 (No. 36)

2012-89 The Regina Zoning Amendment Bylaw, 2012 (No. 39)

2012-91 The Regina Development Plan Amendment Bylaw, 2012 (No. 6)

Advertised Bylaws and Related Reports

CP12-16 Bill Rudichuk - Application for Subdivision and Contract Zoning Proposed Vehicle Sales and Storage Lot

CR12-149 Application for Contract Zoning (12-CZ-7) - Proposed Vehicle Sales and Storage Lot Proposed Parcel X1 - Portion of Parcel X, Plan No. 79R42384 - 445 Winnipeg Street (Bylaw 2012-84)

Recommendation

1. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the property described as "*Parcel X1, being a portion of Parcel X, Plan No. 79R42384 as shown on the plan of proposed subdivision prepared by Guy Craig, S.L.S. and dated December 05, 2008*" (Appendix 3-1) and currently located at 445 Winnipeg Street, from IB - Medium Industrial to C – Contract, be APPROVED and that the subject Zoning Bylaw amendment authorize the execution of a contract zone agreement between the City of Regina and the applicant.
2. That further to recommendation 1, the proposed contract zone agreement shall include the following terms and conditions:
   (a) The use of the subject property shall be limited to the display and storage of vehicles strictly in association with the operation of the existing automobile sales and service business located on the adjacent property at 609 Winnipeg Street, and shall be consistent with the site layout plan prepared by Focus Corporation and dated July 24, 2012. [Appendix 3-2 to this report]
   (b) No buildings or other structural development shall be permitted on the subject property, which will be surfaced only with gravel, except for defined planting areas which shall be surfaced with grass, permeable mulch or other acceptable treatments in accordance with the landscape regulations under Chapter 15 of *Regina Zoning Bylaw No. 9250*.
   (c) Landscaping for the subject property shall include the planting of street trees along the Winnipeg Street right-of-way, with a minimum planting ratio of one tree per ten linear metres or to the satisfaction of the Development Officer.
   (d) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of *Regina Zoning Bylaw No. 9250*.

(e) The contract zone agreement shall remain in effect until such time as any soil or subsurface contamination associated with the operation of the former Imperial Oil Limited refinery on the subject property has been identified and remediated to the satisfaction of the City of Regina in consultation with the Saskatchewan Ministry of Environment, at which time the zoning of the property shall revert to IB - Medium Industrial.

(f) The contract zone agreement shall be registered in the City's interest against the title to the subject property and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.

3. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject property and the execution of the contract zone agreement, as described above.

CP12-17 Stu Niebergall - 2013 Service Agreement Rate Fee

CR12-150 2013 Servicing Agreement Fee Rates & Development Levy Bylaw (Bylaw 2012-94)

Recommendation

1. That the 2013 Servicing Agreement Fee (SAF) Rate of $241,958 per hectare (ha) be approved to come into effect January 1, 2013.
2. That the 2013 Development Levy Bylaw Rate of $241,958 per hectare (ha) be approved to come into effect January 1, 2013.
3. That the City Solicitor be instructed to prepare the necessary amendment to Bylaw 2011-16 being *The Development Levy Bylaw, 2011* to include the new development levy rate.

CR12-151 Proposed Contract Zone Agreement and Development Plan Amendment – (12-CZ-1) Proposed Office Building, 2169 and 2179 Rose Street (Bylaws 2012-86, 2012-88)

Recommendation

1. That Part F- Transitional Area Development Plan of *Regina Development Plan Bylaw No. 7877* (Official Community Plan) be amended by adding the following to Section 5.0 Exceptions after d):
   e) 2169 and 2179 Rose Street, Lot 34, Block 411, Plan No. 101187761; and Lots 9, 10, Block 411, Plan No. Old 33, Office building accommodated by a contract zone.
2. That subject to Ministerial Approval of the related Official Community Plan amendment, the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the properties described as

   (a) Lots 9 and 10, Block 411, Plan No. Old 33, located at 2179 Rose Street ; and
   (b) Lot 34, Block 411, Plan No. 101187761, located at 2169 Rose Street.

   from TAR (H30 – Transitional Area Residential (Height Overlay 30m) to C - Contract, be APPROVED and that the contract zone agreement between the City of Regina and the applicant/owner of the subject properties be executed.

3. That further to recommendation 2, the proposed contract zone agreement shall include the following terms:
   (a) Development of the proposed office building on the subject property shall be consistent with the attached plans and drawings labelled Appendix A-3.1--A-3.3.2, inclusive and prepared by PSW Architecture and Interior Design;
   (b) The range of permitted and discretionary uses in the building shall be consistent with the MX zone in Table 5.2 of *Regina Zoning Bylaw No. 9250* with the following exceptions:
      i) Office uses shall be permitted and be accommodated throughout the entire approved building;
      ii) Restaurant and Licensed Restaurant, Personal Service, Confectionary Store, and Retail uses shall be permitted on the main level;
   (c) A detailed landscape plan for the subject property shall be submitted for approval to the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject properties shall be undertaken in accordance with *The Forestry Bylaw, 2002* (Bylaw No. 2002-48, as amended).
   (d) The erection or placement of commercial signs on the subject property shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the Zoning Bylaw.
   (e) Provision for safe, secure, and convenient location for bicycle storage shall be accommodated as per Chapter 14 of the Zoning Bylaw.
   (f) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of the Zoning Bylaw.
   (g) The approval to initiate the proposed development shall be valid for a period of two years from the date of City Council's passage of the Zoning Bylaw amendment that authorizes the contract zone agreement.
   (h) The contract zone agreement shall be registered in the City's interest, against the titles to all of the subject properties and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.
4. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject properties and the execution of the contract zone agreement, as described above.

CR12-152 Application for Street Closure (12-CL-6)Portion of Rose Street Adjacent to 'Gardens on Rose' Building, 2055 Rose Street (Bylaw 2012-93)

Recommendation

That the application to permanently close the portion of Rose Street adjacent to 2055 Rose Street and described as "all that portion of Rose Street, Registered Plan No. Old 33, shown on the Plan of Proposed Subdivision by P. Shrivastava, S.L.S. and dated July 12, 2012" be APPROVED.

CR12-153 CR12-153 Rezoning and Discretionary use Application (12-Z-20/12-DU-24) Proposed Fourplex 4000 3rd Avenue, Windsor Place Subdivision (Bylaw 2012-80)

Recommendation

1. That the application to rezone 4000 3rd Avenue, being Lot 8 in Block 5, Plan No. FD 100, as shown on the attached Subject Property Map, from R3 – Residential Older Neighbourhood to R4A – Residential Infill Housing, be APPROVED;
2. That subject to approval of the proposed rezoning, the discretionary use application for a proposed fourplex located at 4000 3rd Avenue, be APPROVED, subject to the following conditions:
   a. The development be consistent with the attached site plan and floor plans in Appendix 3;
   b. The applicant shall submit a detailed landscape plan for review;
   c. The applicant shall provide screening of the parking stalls along 3rd Avenue as shown on the attached site plan; and
   d. The development shall comply with all applicable standards and regulations in *Regina Zoning Bylaw No. 9250*.
3. That the City Solicitor be directed to prepare the necessary amendment to *Regina Zoning Bylaw 9250*.

2012-80 The Regina Zoning Amendment Bylaw, 2012 (No. 34)

2012-84 The Regina Zoning amendment Bylaw, 2012 (No. 37)

2012-86 The Regina Zoning Amendment Bylaw, 2012 (No. 38)

2012-88 The Regina Development Plan Amendment Bylaw, 2012 (No. 5)

2012-93 A Bylaw to Provide for the Closure and Sale of a Portion of Rose Street Adjacent to "Gardens on Rose" Building, Lots 33-37, Block 364, OLD 33 Subdivision, 2055 Rose Street, 2012

2012-94 The Development Levy Amendment Bylaw, 2012

Delegations and Related Reports

DE12-101 John Hopkins - Regina Revitalization Initiative Land Purchase

DE12-102 Allan Kirk - Regina Revitalization Initiative Land Purchase

CR12-154 Regina Revitalization Initiative Land Purchase

Recommendation

1. That the Deputy City Manager & CFO be authorized to finalize the sale agreements as outlined in this report and based on the draft form agreements attached in Appendix A in a form and content approved by the City Solicitor.

2. That the City Clerk be authorized to execute the final sale agreements as reviewed by the City Solicitor.
3. That $7.5 million be transferred from the General Fund Reserve to support the deposit and balance of the purchase price in 2012/2013.
4. That up to $2.1 million be transferred from the General Fund Reserve in 2013/14, to support the initial site preparation requirements that will allow for the future land redevelopment planning and related processes to be initiated.

DE12-103 Elmer Eashappie and Pam Rice - First Nations and Metis Recruitment Strategy

CR12-155 First Nations and Metis Recruitment Strategy

Recommendation

1. That the RFPS, in conjunction with the Human Resources department, conduct a comprehensive review of its fire fighter recruitment process, that includes:
    a. Reviewing staff advertisements and locations where opportunities are posted;
    b. Analyzing the interview questions, candidate assessment factors and weighting while maintaining current standards;
    c. Identifying factors that may have resulted in Aboriginal candidates being screened out;
    d. Determining relevant demographical and cultural information;
    e. Identifying barriers for First Nations and Métis candidates; and
    f. Developing a plan to address identified issues and barriers.
2. That the RFPS establish a formal partnership with Parkland College, which is accredited to deliver a pre-employment fire fighter training program, with a focus on improving the intake of Aboriginal students and subsequently increasing the opportunity for successful recruitment of First Nations and Métis students.
3. That a follow up report be provided to the Finance and Administration Committee within one month of the execution of recommendation #2. If recommendation #2 is not completed within twelve months, Administration will provide a report to the Finance and Administration Committee to inform the Committee on its current progress in regards to recommendation #2.

Committee Reports

Finance and Administration Committee

CR12-156 Tax Enforcement - Application for Title - 2012 Liens

Recommendation

1. That the Manager of Property Taxation be authorized to serve six month notices on all parcels of land included in the list of lands marked as Appendix A.

Regina Planning Commission

CR12-157 Heritage Alteration Permit: Proposed Alterations, Demolition and Addition to a Municipal Heritage Property at 1820 Cornwall Street (Royal Canadian Legion Memorial Hall - Branch No. 1). Application of Mitchell and Associates Properties Ltd.

Recommendation

1. That City Council APPROVE the issuance of a Heritage Alteration Permit for the Royal Canadian Legion Memorial Hall, a Municipal Heritage Property, located at 1820 Cornwall Street, subject to the following conditions:
    - The alterations shall be in accordance with plans prepared by Kreate Architecture and Design Ltd. dated August 16, 2012 and attached to this report as Appendix 3 and 3.1.
    - The alterations shall meet all requirements of *Regina Zoning Bylaw No. 9250.*
    - The applicant shall submit final plans in accordance with the plans identified above.
2. That the applicant further refine the cladding materials and detail for the parking facility at the rear elevation for further review and comment by the Municipal Heritage Advisory Committee before submission to the Development Officer for approval.

CR12-158 Discretionary Use Application (12-DU-21) Proposed Planned Group of Dwellings Hawkstone Village, Hawkstone Subdivision

Recommendation

1. That the discretionary use application for a proposed planned group of townhouse dwellings located within the Hawkstone concept plan area, being Parcel V, NE ¼ 1-18-20 W2M, at Rochdale Boulevard and Elgaard Drive, be APPROVED subject to the following conditions:
    a. The development shall be consistent with the attached site plan and elevations dated June 12, 2012 in Appendix 3;
    b. That pursuant to Section 18D.1.1 of the Zoning Bylaw, City Council waive the requirement to post a public notification sign on the subject lands, due to their remote location and the current unavailability of direct public access; and
    c. The development shall comply with all applicable standards and regulations in Regina Zoning Bylaw No. 9250.

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CR12-159 Application for Discretionary Use Approval (12-DU-23) Proposed Restaurant 1757 Halifax Street, Old 33

Recommendation

1. That the discretionary use application for a proposed restaurant located at 1757 Halifax Street, being Lot 41 in Block 290, Plan No. 101160481, be APPROVED, subject to the following conditions:
   a. The development be consistent with the attached plan labelled "restaurant plan" in Appendix 3; and
   b. The development shall comply with all applicable standards and regulations in Regina Zoning Bylaw No. 9250.

Bylaws and Related Reports

CR12-160 Community Grants Program - Bylaw Amendments

Recommendation

1. That the Community Investment Review Consultative Group be dissolved as a secondary Committee of Council.
2. That the terms of reference of the Arts Advisory Committee, as presented in Appendix A, be amended to remove the responsibility of making recommendations to the Administration regarding grant disbursement.

3. That the name of the Community Investment Program be changed in any relevant bylaws to reflect the new name of the program; the Community Investment Grants Program.

4. That the City Solicitor be instructed to prepare amendments to the following bylaws to reflect the changes recommended in this report: *The Regina Administration Bylaw*, *The Committee Bylaw, 2009*, and *The Records Retention and Disposal Schedules Bylaw, 2012*.

CR12-161 Regina Administration Bylaw Changes (Bylaw 2012-96)

Recommendation

1. That the recommended amendment to Schedule B of Bylaw No. 2003-69, *The Regina Administration Bylaw*, as contained in this report, be approved.

2. That the City Solicitor be instructed to prepare the necessary bylaw amendments as recommended in this report, as attached in Schedule A.

CP12-18 Duane Smith - Tax for Alley Maintenance

2012-90 2013 Alley Maintenance Special Tax Bylaw, 2012

2012-95 The Community Investment Grants Program Implementation Bylaw, 2012

2012-96 The Regina Administration Bylaw, 2012 (No. 4)

Adjournment

AT REGINA, SASKATCHEWAN, MONDAY, SEPTEMBER 17, 2012

AT A MEETING OF CITY COUNCIL

AT 5:30 PM

Present: Mayor Pat Fiacco, in the chair
Councillor Louis Browne
Councillor Sharron Bryce
Councillor Fred Clipsham
Councillor John Findura
Councillor Michael Fougere
Councillor Terry Hincks
Councillor Jocelyn Hutchinson
Councillor Wade Murray
Councillor Mike O'Donnell
Councillor Chris Szarka

Regrets: N/A

Also in Attendance: City Clerk, Joni Swidnicki
Deputy City Clerk, Amber Smale
City Manager, Glen Davies
City Solicitor, Byron Werry
Deputy City Manager, City Operations, Dorian Wandzura
Deputy City Manager, Corporate Services, Brent Sjoberg
Deputy City Manager, Community Planning & Developm, Jason Carlston
Director of Development Engineering, Kelly Wyatt
Executive Director, Governance & Strategy, Jim Nicol
Manager of Development Review, Fred Searle

The meeting opened with a prayer.

Presentations

Henry Baker Scholarships

Councillor Mike O'Donnell introduced the recipients of the 2012 Henry Baker Scholarship Awards for presentation by Mayor Fiacco.

Confirmation of Agenda

Councillor Michael Fougere moved, seconded by Councillor Sharron Byrce AND IT WAS RESOLVED, that the agenda for this meeting be approved, as submitted after correcting the spelling of the name of DE12-61 to Beryl Forgay and DE12-82 to Dr. Bobbi Stadnyk and that the delegations listed on the agenda be heard when called forward by the Mayor.

Adoption of Minutes

Councillor Michael Fougere moved, seconded by Councillor Sharron Bryce, AND IT WAS RESOLVED, that the minutes for the meeting held on August 20, 2012 be adopted, as circulated.

Advertised Bylaws and Related Reports

DE12-77 Paul Moroz - Concept Plan Amendments and Rezoning Harbour Landing Phase 6, Phase 8 & Phase 9

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-128, a report from the Regina Planning Commission respecting the same subject.

CR12-128 Applications for Zoning Bylaw and Concept Plan Amendments Harbour Landing - Phase 6, Stages 1 and 2; Phase 8, Stages 1 and 2; and Phase 9Portions of W ½ Section 2-17-20 W2M and Parcel X, Plan No. 101926436 (Bylaws 2012-75, 2012-76, 2012-77)

Recommendation

1. That the proposed amendments to the Harbour Landing Concept Plan, as depicted on Figures 2.0, 2.1 and 2.2 and dated June 2012 (Appendices 3.1, 3,2 and 3.3 to this report) be APPROVED.
2. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning from UH - Urban Holding to the following specified zone designations for the lands contained within the Harbour Landing Phase 6 subdivisions, be APPROVED:
   (a) Harbour Landing Phase 6, Stage 1 (as shown on the plan attached as Appendix 4.1)
      To Direct Control District DCD-12 - Suburban Narrow-Lot Residential
      Lots 41 to 67 in Block 50;
      All of Blocks 50A and 51;
      Lots 1 to 12 in Block 52; and
      Lots 1 to 18 in Block 53;
      To DCD-12 with Pipeline Corridor Setback Overlay Zone (PL)
      Lots 1 to 40 and Walkway W1 in Block 50;
      To R5 - Medium Density Residential
      Lot/Parcel C in Block 52;
      Lot/Parcel B in Block 53; and
      Block/Parcel A;

To PS - Public Service
Environmental Reserve ER15;

(b) Harbour Landing Phase 6, Stage 2 (as shown on the plan attached as Appendix 4.2)

To Direct Control District DCD-12 - Suburban Narrow-Lot Residential
Lots 1 to 4 in Block 54;
Lots 1 to 13 and Lots 21 to 41 in Block 56; and
Lots 20 to 24 in Block 57;
To DCD-12 with Pipeline Corridor Setback Overlay Zone (PL)
Lots 1 to 19 in Block 57;
To R5 - Medium Density Residential
Lot/Parcel E in Block 55;
To PS - Public Service
Environmental Reserves ER16 and ER17; and
Municipal Reserve MR5.

3. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning from UH - Urban Holding to the following specified zone designations for the lands contained within the Harbour Landing Phase 8 subdivisions, be APPROVED:

(a) Harbour Landing Phase 8, Stage 1 (as shown on the plan attached as Appendix 4.3)

To Direct Control District DCD-12 - Suburban Narrow-Lot Residential
Lots 20 to 29 in Block 58;
Lots 1 to 8 in Block 59; and
Lots 1 to 10 in Block 60;
To DCD-12 with Pipeline Corridor Setback Overlay Zone (PL)
Lots 1 to 19 in Block 58;
To R5 - Medium Density Residential
Lots E and F in Block 59; and
Lots 1 to 10 in Block 61;
To R6 - Residential Multiple Housing
Lots A and B in Block 58;
Lots C and D in Block 60; and
Lots G and H in Block 61;

(b) Harbour Landing Phase 8, Stage 2 (as shown on the plan attached as Appendix 4.4)

To Direct Control District DCD-12 - Suburban Narrow-Lot Residential
Lots 11 to 25 in Block 60;
All of Block 62; and
Lots 1 to 27 in Block 63;
To R5 - Medium Density Residential
Lot J in Block 63.

4. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning from UH - Urban Holding to the following specified zone designation for the lands contained within the Harbour Landing Phase 9 subdivision (as shown on the plan attached as Appendix 4.5), be APPROVED:
   To Direct Control District DCD-12 – Suburban Narrow-Lot Residential
   Lots 1 to 21 in Block 64;
   Lots 1 to 17 in Block 65;
   All of Blocks 66 and 67; and
   Lots 1 to 28 in Block 68;
   To R5 – Medium Density Residential
   Lots R and S in Block 64;
   Lot Q in Block 65; and
   Lot P in Block 69;
   To R6 – Residential Multiple Housing
   Lot N in Block 69.
5. That pursuant to Section 18D.1.1 of the Zoning Bylaw, City Council waive the requirement to post public notification signs on the subject lands, due to their remoteness from surrounding urban development within the City of Regina.
6. That the City Solicitor be directed to prepare three separate bylaws to enact the subject Zoning Bylaw amendments for each of Phases 6, 8 and 9, as documented in recommendations 2, 3 and 4, respectively.

Councillor Michael Fougere moved, AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

CR12-129 Applications for Rezoning and Discretionary Use Approval (12-Z-5; 12-DU-11) Proposed Planned Group of Townhouse Dwelling Units Former Stewart Russell School Site - 1920 East 7th Avenue (Bylaw 2012-66)

Recommendation

1. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the property described as Parcel F, Plan No. 73R39339 and located at 1920 E. 7th Avenue, from I - Institutional to R5 - Medium Density Residential, be APPROVED.
2. That the application for discretionary use approval to accommodate the development of a planned group of townhouse dwelling units on the subject property be APPROVED, and that a Development Permit be issued subject to the following conditions:
   (a) The proposed development shall be consistent with the site plan, landscape plan and elevation drawings, prepared by North Ridge Development Corporation and contained in Appendices 3-1, 3-2 and 3-3 to this report.

(b) The proposed development shall otherwise comply with all applicable standards and regulations under *Regina Zoning Bylaw No. 9250*.

3. That the City Solicitor be directed to prepare the necessary bylaw to enact the subject Zoning Bylaw amendment.

Councillor Michael Fougere moved, AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

CR12-130 Application for Zoning Bylaw and Concept Plan Amendment (12-Z-14/12-CP-6) Skyview Phase 6, Skyview Subdivision (Bylaw 2012-78)

Recommendation

1. That the application to amend the Skyview Concept Plan, as depicted on the attached Revised Concept Plan, dated May 2012 be APPROVED;
2. That the application to rezone the lands (Part of NE ¼ 10-18-20 W2M) as shown on the shaded portion of the attached Subject Property Map be APPROVED as follows:
    a) All lots in Blocks 1, 4, 6, and 7 be rezoned from UH – Urban Holding to R1 – Residential Detached
    b) Parcel D be rezoned from UH to R5 – Medium Density Residential; and
    c) Parcel MR2 be rezoned from UH to PS – Public Service;
3. That pursuant to Section 18D.1.1 of the Zoning Bylaw, City Council waive the requirement to post a public notification sign on the subject lands, due to their remote location and the current unavailability of direct public access; and
4. That the City Solicitor be directed to prepare the necessary bylaw.

Councillor Michael Fougere moved, AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

CR12-131 Application for Zoning Bylaw Amendment (12-Z-06) – Kensington Greens Phase 2 Part of Parcel A, Plan No. 101868138, Part of Parcels B & D, Plan No. 101902610, Part of Parcel E, As Approved, 1701 N. Albert Street (Bylaw 2012-70)

Recommendation

1. That the application to amend *Regina Zoning Bylaw No. 9250* related to 1701 N. Albert Street, be APPROVED as follows:
   a. Rezoning of all residential lots located within Blocks 11-15 inclusive and residential Lots 1-20 located within Block 9, as shown on the attached plan of proposed subdivision (prepared by Barry Clark S.L.S and dated July 10, 2012), from UH - Urban Holding to R1 - Residential Detached;
   b. Rezoning of residential Lots 8-27 located within Block 5 and Lots 21-72 located within Block 9, as shown on the attached plan of proposed subdivision (prepared by Barry Clark S.L.S and dated July 10, 2012), from UH - Urban Holding to R2 - Residential Semi-Detached;
   c. Rezoning of all residential lots located within Block 10 as shown on the attached plan of proposed subdivision (prepared by Barry Clark S.L.S and dated July 10, 2012), from UH - Urban Holding to DCD-12 – Suburban Narrow-Lot Residential;
   d. Rezoning of municipal buffer strips labelled as MB3, MB4 and MB5 as shown on the attached plan of proposed subdivision (prepared by Barry Clark S.L.S and dated July 10, 2012), from UH - Urban Holding to PS - Public Service;
   e. Rezoning of municipal reserve land labelled as MR1 as shown on the attached plan of proposed subdivision (prepared by Barry Clark S.L.S and dated July 10, 2012), from UH - Urban Holding to PS - Public Service;
2. That the City Solicitor be directed to prepare the necessary bylaw to enact the subject Zoning Bylaw amendment.

Councillor Michael Fougere moved AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

CR12-132 Application for Zoning Bylaw Amendment (12-Z-11) 10 Detached Residential Lots - Parliament Avenue and Queen Street Extensions (Bylaw 2012-61)

Recommendation

That the application to amend *Regina Zoning Bylaw No. 9250* be APPROVED as follows:

a) That Proposed Lots 18-24, in Block 24; and Lots 22-24, in Block T as shown in Appendix A-1 be rezoned from PS-Public Service to R1-Residential Detached.

Councillor Michael Fougere moved AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

2012-61 Bylaw No. 2012-61, Proposed Zoning Bylaw Amendment, 2012 (No. 22)

2012-66 Bylaw No. 2012-66, The Regina Zoning Amendment Bylaw, 2012 (No. 24)

2012-70 Bylaw No. 2012-70, Proposed Zoning Bylaw Amendment, 2012 (No. 27)

2012-75 Bylaw No. 2012-75, Proposed Zoning Bylaw Amendment, 2012 (No. 29)

2012-76 Bylaw No. 2012-76, Proposed Zoning Bylaw Amendment, 2012 (No. 30)

2012-77 Bylaw No. 2012-77, Proposed Zoning Bylaw Amendment, 2012 (No. 31)

2012-78 Bylaw No. 2012-78, Proposed Zoning Bylaw Amendment, 2012 (No. 32)

Councillor Fred Clipsham moved, seconded by Councillor John Findura, AND IT WAS RESOLVED, that Bylaws No. 2012-61, 2012-66, 2012-70, 2012-75, 2012-76, 2012-77, and 2012-78 be introduced and read a first time. Bylaws read a first time.

Councillor Fred Clipsham moved, seconded by Councillor Mike O'Donnell, AND IT WAS RESOLVED, that Bylaws No. 2012-61, 2012-66, 2012-70, 2012-75, 2012-76, 2012-77, and 2012-78 be read a second time.

No letters of objection were received.

Pursuant to the advertising with respect to Bylaws No. 2012-61, 2012-66, 2012-70, 2012-75, 2012-76, 2012-77, and 2012-78, The Clerk called for anyone present who wished to address City Council respecting Bylaws No. 2012-61, 2012-66, 2012-70, 2012-75, 2012-76, 2012-77, and 2012-78 to indicate their desire.

No one indicated a desire to address Council.

Second reading of Bylaws No. 2012-61, 2012-66, 2012-70, 2012-75, 2012-76, 2012-77, and 2012-78 was put and declared CARRIED.

Bylaws read a second time.

Councillor Fred Clipsham moved, seconded by Councillor Louis Browne, that City Council hereby consents to Bylaws 2012-61, 2012-66, 2012-70, 2012-75, 2012-76, 2012-77, and 2012-78 going to third reading at this meeting.

The motion was put and declared CARRIED UNANIMOUSLY.

Councillor Fred Clipsham moved, seconded by Councillor Michael Fougere AND IT WAS RESOLVED, that Bylaws 2012-61, 2012-66, 2012-70, 2012-75, 2012-76, 2012-77, and 2012-78 be read a third time. Bylaws read a third time.

Delegations, Related Reports, and Bylaws

DE12-78 Colin Stewart - Recycling Fee Charge

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-133, a report from the Executive Committee respecting the same subject.

CR12-133 Recycling Fee Charge

Recommendation

1. That all designated properties be charged $0.25 per day or $91.25/year for residential recycling services.
2. That the recycling fee be established and effective from July 1, 2013 to December 31, 2015.
3. That the City Solicitor be instructed to prepare an amendment to *The Waste Management Bylaw 2012*, No. 2012-63 to incorporate the daily fee of $0.25 into the Bylaw.

Councillor Louise Browne moved AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

2012-87 Bylaw No. 2012-87, The Waste Management Amendment Bylaw, 2012

Councillor Fred Clipsham moved, seconded by Councillor Chris Szarka, AND IT WAS RESOLVED, that Bylaw No. 2012-87 be introduced and read a first time. Bylaw read a first time.

Councillor Fred Clipsham moved, seconded by Councillor Jocelyn Hutchinson AND IT WAS RESOLVED, that Bylaw No. 2012-87 be read a second time. Bylaw read a second time.

Councillor Fred Clipsham moved, seconded by Councillor Terry Hincks that City Council hereby consents to Bylaw 2012-87 going to third reading at this meeting.

The motion was put and declared CARRIED UNANIMOUSLY.

Councillor Fred Clipsham moved, seconded by Councillor Sharron Bryce AND IT WAS RESOLVED, that Bylaw 2012-87 be read a third time. Bylaw read a third time.

DE12-79 Dr. Katherine Arbuthnott - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-80 Bob Hughes - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-81 Beryl Forgay - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-82 Dr. Bobbi Stadnyk - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-83 Edward Jones - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-84 David Mamani - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-85 Hilary Craig - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-86 Florence Stratton - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-87 Dawn Thomas - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-88 Bob Ivanochko - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-89 Paul Gingrich - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-90 Peter Gilmer - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-91 Jeannie Mah - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

There were no questions asked of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-92 Linda Young - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-93 Angelica Barth - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-94 Chad Novak - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

There were no questions of the delegation.

After repeated requests by the Mayor to respect the decorum of the Council Chamber and those present, the delegation was ultimately escorted out of the Council Chamber by security.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

DE12-95 John Hopkins - Regina Revitalization Initiative

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard.

The delegation answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw 9004, this brief was tabled until after consideration of CR12-134, a report from the Executive Committee respecting the same subject.

CR12-134 Regina Revitalization Initiative (RRI) – Mosaic Stadium Replacement Procurement Model Selection

Recommendation

1. That City Council authorize the Deputy City Manager & CFO to proceed with the Design/Build/Finance (DBF) procurement approach for the replacement of the Stadium, and to proceed with the preparation of the procurement documents (RFQ & RFP) and processes in support of initiating the DBF model.
2. That Administration prepare evaluation criteria for the Request for Qualifications (RFQ) and Request for Proposal (RFP) procurement process and bring the evaluation criteria back to City Council for approval prior to release of procurement documentation.
3. That up to $2.5 million is authorized to be transferred from the General Fund Reserve to support the DBF procurement process in 2012/13.
4. That Administration brings the conceptual design of the stadium and the definitive agreements with the stadium funding partners to City Council for final approval prior to issuing the RFP for the DBF procurement.
5. That Administration develops an agreement with Regina Exhibition Association Ltd. (REAL) for the operations and maintenance of the new stadium, with the final agreement to be brought back to City Council for approval.

Councillor Fred Clipsham moved, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

Committee Reports

Executive Committee

CR12-135 CR12-135 Final Draft Transportation Directions for Transportation Master Plan

Recommendation

That the Transportation Directions as determined through the Transportation Master Plan project be endorsed. The Transportation Directions are as follows:

- Offer a range of sustainable transportation choices for all
- Integrate transportation and land use planning
- Elevate the role of public transit
- Promote active transportation for healthier communities
- Optimize road network capacity
- Invest in an affordable and durable system
- Support a prosperous Regina and region

Councillor Fred Clipsham moved, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

Councillor Fred Clipsham moved, seconded by Councillor Wade Murray, AND IT WAS RESOLVED, that the meeting recess for five minutes.

Meeting recessed at 9:43 am

Meeting reconvened at 9:55 pm

Finance and Administration Committee

CR12-136 Reserve Balances in Comparison to Minimum and Maximum Target Balances

Recommendation

That $233,000 be transferred from the Small Tools Fleet Replacement Reserve to the General Civic Fleet Replacement Reserve.

Councillor Wade Murray moved, AND IT WAS RESOLVED, that the recommendations of the Finance and Administration Committee contained in the report be concurred in.

CR12-137 Portions of NW & NE 1/4 Section 8, Township 18, Range 19, W2M & Portions of NW & NE 1/4 Section 9, Township 18, Range 19, W2M Roadway Dedication of Land to Her Majesty the Queen in Right of Saskatchewan

Recommendation

1. That the dedication of land to Her Majesty the Queen in right of Saskatchewan be approved under the terms and conditions shown in the body of this report;
2. That the City Manager be authorized to finalize the terms and conditions of the road right-of-way dedication documents;
3. That the City Clerk be authorized to execute the legal Plan of Survey and any other legal land transfer documents as provided by the City Solicitor.

Councillor Wade Murray moved, AND IT WAS RESOLVED, that the recommendations of the Finance and Administration Committee contained in the report be concurred in.

Public Works Committee

CR12-138 2013 Alley Maintenance Strategy and Special Tax Levy Funding Options

Recommendation

That the City Solicitor be instructed to prepare the appropriate bylaw for alley maintenance in 2013, which includes the following levies, proposed revenues, and estimated costs:

Paved Alleys **$3.56** per assessable foot
Gravel Alleys **$2.33** per assessable foot

The proposed revenues and estimated costs for maintenance of alleys in 2013 are:	
Paved Alleys	$2,816,700
Gravel Alleys	$1,427,600
TOTAL	**$4,244,300**

Councillor Sharron Bryce moved AND IT WAS RESOLVED, that the recommendations of the Public Works Committee contained in the report be concurred in.

Regina Planning Commission

CR12-139 Discretionary Use Application (12-DU-6) Proposed Planned Group of Dwellings in R6 Zone, 4801 Trinity Lane, Harbour Landing

Recommendation

That the discretionary use application for a proposed planned group of dwellings located at 4801 Trinity Lane, being Lot 3 in Block S, Plan No. 102050974, be APPROVED, subject to the following conditions:

1. The development shall be consistent with the attached site plan, elevations, and floor plans dated June 5, 2012 and labelled Reimer Custom Designed Homes;
2. The development shall comply with all applicable standards and regulations in Regina Zoning Bylaw No. 9250.

Councillor Michael Fougere moved,AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

CP12-14 Jim Elliott - Application for Discretionary Use Application (12-DU-20) - Proposed Restaurant1450 Park Street, Innismore Subdivision

Recommendation

That this communication be received and filed.

Councillor Sharron Bryce moved, AND IT WAS RESOLVED, that this communication be received and filed.

CR12-140 Application for Discretionary Use Application (12-DU-20) - Proposed Restaurant1450 Park Street, Innismore Subdivision

Recommendation

That the discretionary use application for a proposed restaurant located at 1450 Park Street, in Block E, Plan No. 59R15534, be APPROVED, subject to the following conditions:

a. The development shall conform to the attached site plan, in Appendix 3.1, landscape plan, in Appendix 3.2 and exterior elevation drawings, in Appendix 3.3 and 3.4, dated May 24, 2012 and designed by Avenue Architecture Inc.;
b. Street trees shall be planted and spaced as per zoning requirements along both Dewdney Avenue and Park Street; and
c. Notwithstanding a) above, the development shall conform to all applicable standards and regulations in *Regina Zoning Bylaw No. 9250*.

Councillor Michael Fougere moved, AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

Informational Reports

IR12-13 IR12-13 Annual Status Report on City Debt

Recommendation

That this report be received and filed.

Councillor Sharron Bryce moved, seconded by Wade Murray moved, AND IT WAS RESOLVED, that this report be received and filed.

Motions

MN12-5 MN12-5 2013 Reassessment

Recommendation

That the report on tax policy options, to be provided to Council for the 2013 tax year, include analysis of options for a phase-in for residential properties that are significantly affected.

Pursuant to due notice, Councillor Wade Murray moved, seconded by Councillor Sharron Bryce, AND IT WAS RESOLVED, that the report on tax policy options, to be provided to Council for the 2013 tax year, include analysis of options for a phase-in for residential properties that are significantly affected.

MN12-6 MN12-6 YMCA and Regina Food Bank - Parking Lots

Recommendation

That the Administration provide a report to City Council by March of 2013 to consider remediating the North YMCA's parking lot and the Regina Food Bank's parking lot at the City's cost.

Pursuant to due notice, Councillor Terry Hincks moved, seconded by Councillor Michael Fougere, AND IT WAS RESOLVED, that the Administration provide a report to City Council by March 2013 to consider repairing the North YMCA's parking lot and the Regina Food Bank's parking lot at the City's cost.

Bylaws and Related Reports

CR12-141 Changes to The Regina Administration Bylaw No. 2003-69 – Community Investment Reserve (Bylaw 2012-92)

Recommendation

That the City Solicitor be instructed to prepare the necessary amendments to *The Regina Administration Bylaw*, Bylaw No. 2003-69 to incorporate a minimum and maximum balance for the Community Investment Reserve as follows:

Committee	**Minimum Balance**	**Maximum Balance**
Community and Protective Services	$0	$175,000
Finance and Administration	$0	$25,000
Executive	$0	$150,000
Total Balance	**$0**	**$350,000**

Councillor Fred Clipsham moved AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR12-142 Municipal Incentive Policy for the Preservation of Heritage Properties – Application for Property Tax Exemption at 2310 McIntyre Street (Bylaw 2012-62)

Recommendation

1. That a tax exemption for the property located at 2310 McIntyre Street be approved in an amount equal to the lesser of:
   (a) Fifty percent of eligible costs as described in Appendix C;
   (b) $150,000; or
   (c) An amount equivalent to the total property taxes payable for the years 2013 to 2017 inclusive.
2. That the provision of the property tax exemption be subject to the following conditions:
   (a) Eligibility for the property tax exemption includes the requirement that the property possesses and retains its formal designation as Municipal Heritage Property in accordance with *The Heritage Property Act*.

(b) The property owner shall submit detailed written documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts) in the completion of identified conservation work, as described in Appendix C. In the event that actual costs exceed the corresponding estimates by more than 10 percent, the property owner shall provide full particulars as to the reason(s) for such cost overruns. It is understood that the City may decline to approve any cost overrun, or portion thereof, if considered not to be reasonably or necessarily incurred for eligible work.

(c) Any property tax exemption shall be applied in the year following the completion of the eligible work items or any portion thereof, or in the current year for any work items completed and confirmed by the City prior to December 31, and shall be limited to 50 percent of actual costs.

3. That the City Solicitor be instructed to prepare the necessary agreement and authorizing bylaw for the property tax exemption as detailed in this report.

Councillor Wade Murray moved, AND IT WAS RESOLVED, that the recommendations of the Finance and Administration Committee contained in the report be concurred in.

CR12-143 Exemption Request for Leased Locations of Regina Public Library (Bylaw 2012-71)

Recommendation

1. That a property tax exemption for 2012 be provided to the Regina Public Library for the portion of the property at 331 Albert Street that they occupy and use as a library branch location;
2. That the City Solicitor be instructed to amend Bylaw No. 2012-27 being *The Properties Exempt From Taxation Bylaw, 2012* to add the property at 331 Albert Street to the list of 2012 annual tax exemptions;
3. That the portions of property that are leased and occupied by the Regina Public Library be placed on the Annual Exemption Bylaw in 2013 and subsequent years.

Councillor Wade Murray moved AND IT WAS RESOLVED, that the recommendations of the Finance and Administration Committee contained in the report be concurred in after amending recommendation 1 and 2 to reflect the civic address of 303 Albert Street instead of 331 Albert Street.

2012-62 Bylaw No. 2012-62, The Heritage Property Tax Exemption for Property Located at 2310 McIntyre Street Bylaw, 2012

2012-71 Bylaw No. 2012-71, The Properties Exempt from Taxation Amendment Bylaw, 2012

2012-85 Bylaw No. 2012-85 The Regina Traffic Amendment Bylaw, 2012 (Related to CR12-105)

2012-92 Bylaw No. 2012-92, The Regina Administration Amendment Bylaw, 2012 (No. 3)

Councillor Fred Clipsham moved, seconded by Councillor Wade Murray, AND IT WAS RESOLVED, that Bylaws No. 2012-62, 2012-71, 2012-85, and 2012-92 be introduced and read a first time. Bylaws read a first time.

Councillor Fred Clipsham moved, seconded by Councillor John Findura, AND IT WAS RESOLVED, that Bylaws No. 2012-62, 2012-71, 2012-85, and 2012-92 be read a second time. Bylaws read a second time.

Councillor Fred Clipsham moved, seconded by Councillor Jocelyn Hutchinson, that City Council hereby consents to Bylaws 2012-62, 2012-71, 2012-85, and 2012-92 going to third reading at this meeting.

The motion was put and declared CARRIED UNANIMOUSLY.

Councillor Fred Clipsham moved, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that Bylaws 2012-62, 2012-71, 2012-85, and 2012-92 be read a third time. Bylaws read a third time.

Enquiries

EN12-1 Response to Enquiry - Plans for Grant Drive

Recommendation
That this response be received and filed.

The Clerk rose to advise a response was received and no further motion is required.

EN12-2 Current Affordable Housing Policy

Recommendation
Would the Administration provide the following information:
With the cost of construction in recent years growing, and the average house price climbing, is the $10,000 per home enough to provide the same incentive it originally did?

This enquiry is hereby lodged.

EN12-3 EN12-3 Recyclable Compostable Waste

Recommendation
That Administration provide information on the high level costs to implement curb side compostable collection as part of Waste Plan Regina?

This enquiry is hereby lodged.

Communications/Petitions and Related Reports

CP12-15 Regina Regional Intersectoral Committee – Appointment to the Community Investment Review Consultative Group and the Community Leaders' Advisory Committee

Recommendation
That Brenda Bathgate be appointed as the Regina Regional Intersectoral Committee's appointment to the Community Investment Review Consultative Group and the Community Leaders' Advisory Committee for a term ending December 31, 2014.

Councillor Fred Clipsham moved, seconded by Councillor Sharron Bryce, AND IT WAS RESOLVED that the disposition of communications be adopted as recommended by the City Clerk.

Adjournment

Councillor Fred Clipsham moved, seconded by Councillor Chris Szarka, AND IT WAS RESOLVED, that the meeting adjourn.

Council adjourned at 10:21 pm.

Mayor City Clerk

P3A
ARCHITECTURE
INTERIOR DESIGN
PLANNING

JAMES YOUCK
Architect, MSAA, MRAIC, AIA

PATRICK KELLY
Architect, MSAA, MRAIC, AIA

ROBERT BEUG
Architect, MSAA, MRAIC, LEED AP

LUIGI MAZZOTTI
Dip. Arch. Tech., Senior Technologist

DAVID BROWN
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P3ARCHITECTURE PARTNERSHIP

www.p3arch.com

October 4, 2012

City of Regina - Office of the City Clerk
2476 Victoria Avenue
Regina, Saskatchewan
S4P 3C8

RE: 1550-14th Avenue **P3A File #: 2011-24**

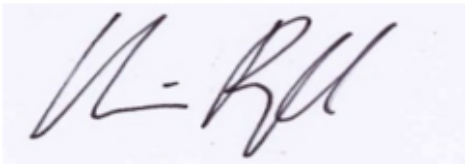
Supplemental Report to RPC 12-34 – Application for Contract Zone Agreement (11-CZ-7). Proposed Commercial (Office and Retail) Building – 1550 - 14th Ave

To Office of the City Clerk,

Please accept this letter as our formal request to appear before city council on October 9th, 2012 regarding the above stated project. A copy of the presentation is attached.

This is a brief presentation to council regarding a proposed contract zone application for the redevelopment on the property at 1550 -14th Ave. Our presentation will briefly outline some of the basic information on the project, its background and its history.

Yours truly,



Chris Roszell, Architect
P3Architecture Partnership

Application for Contract Zone Agreement (11-CZ-7) : Proposed Commercial (Office and Retail) Building at 1550 - 14th Avenue

October 9, 2012

To: His Worship the Mayor and Members of City Council

Re: 1550 – 14th Avenue – Application for Contract Zone Agreement

Good Evening Mayor Fiacco and Members of City Council. My name is (Chris Roszell / James Youck) I am here representing P3 Architecture, the design consultant for the proposed contract zone application at 1550 14th Avenue. Along with me this evening is Shawn Farrow representing Westland Ventures, the owner and developer of the property. We are here to give you a brief history of this project, the process behind it, along with outlining the benefits of the project for both the Heritage Community and the City of Regina with the hope that you will find our application favourable.

The history of this project is quite extensive. The existing Crescent Apartment building located on this property was built in the 1920s. It has recently become unsafe to occupy and is therefore no longer viable. Repairing, renovating or modernizing the building is neither physically or financially feasable, so the decision was made to pursue a demolition and redevelopment option. This decision has led to a two year process of reports and meetings with heritage groups and the City to remove the building from the Heritage Holding Bylaw list. This was eventually achieved because of the significant and unsympathetic alternations to the building which reduced its heritage value considerably. Since then, a demolition permit has been issued the building continues through the deconstruction process.

As the process of removing the existing building from the property was taking place, Westland Ventures and P3A completed a number of options for redevelopment. During this process we have been working closely with the City of Regina Urban Planning Department, and have received valuable input from both the Heritage Community Association and members of the community. The design of the proposed building at 1550 14th Avenue has largely been informed by the Regina General Hospital Area Secondary Plan. In this plan, the properties at 1550 14th Avenue and 1555 14th Avenue (to the South) are indicated as new or refurbished mixed use buildings. This will help establish a “gateway” to the General Hospital and reinforce the active medical and commercial corridor along 14th Avenue. The building at 1550 14th Avenue is the first proposed project that could move this plan from conception to reality. The proposed development would see a three story building with medical offices and a small retail component on the ground floor along with medical office space on the second and third floors and underground and surface parking is provided for both tenants and users of the building. A concentrated effort to maximize parking was undertaken as to not add to the congestion of the area.

The orientation of the building has been designed to encourage pedestrian activity on 14th avenue while the mass and scale have been carefully planned to integrate with the neighboring apartment buildings without dominating adjacent single family home while materials have been chosen to ease the transition between the general hospital and the surrounding areas. The building is positioned to provide support services and supplementary facilities to the General Hospital while providing an opportunity for a small retail (zoned Neighborhood Convenience) development which could serve the General Hospital and members of the surrounding community. As this neighborhood is very much an area in transition, this project aims to build on the momentum and invigorate the continued transformation in the General Hospital Area.

This building design has gone under significant iterations and modifications over the past 2 years to meet with zoning requirements and community concerns. The original proposal put forward to the Regina Planning Commission included multiple properties to the north of this property used to satisfy parking requirements. The Regina Planning Commission asked the team to revise this and devise a scheme that was contained entirely on the 1550 14th Ave site along with revising the size and setbacks. To meet the demands of the planning commission, setbacks were expanded along the south and west sides to pull the building mass off the street. This aligns with the existing face of the crescent apartments along 14th Avenue and the existing face of the Annex apartments on Halifax Street. The design team then came back to Planning Commission with a building design that reduced floor areas by 15% and contained all required parking and services on the property. The mass of the second and third floors has been pushed back further to reduce the any impending feel from the street. These reductions came with significant financial sacrifice for the owner of the building.

We hope that we have demonstrated the level of commitment to this project, the city and the community by Westland Ventures. There that there been a substantial amount of work completed by the city, developer and design team to reach this point. The developer has proceeded with considerable risk to reach a balance between the needs of the community and the viability of the project. We would ask you to consider this application favourable.

Thank you for your time and we would be happy to answer any questions you may have.

CR12-144

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Supplemental Report to RPC12-34
Application for Contract Zone Agreement (11-CZ-7)
Proposed Commercial (Office and Retail) Building - 1550 14th Avenue

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RECOMMENDATION OF THE REGINA PLANNING COMMISSION - SEPTEMBER 5, 2012

1. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the property described as Lots 15 and 16, Block 414, Plan OLD 33 and located at 1550 14th Avenue, from R4A - Residential Infill Housing to C - Contract, be APPROVED and that the subject Zoning Bylaw amendment authorize the execution of a contract zone agreement between the City of Regina and the applicant/owner of the subject property.

2. That further to recommendation 1, the proposed contract zone agreement shall include the following terms and conditions:

   (a) Development of the proposed commercial building on the property located at 1550 14th Avenue shall be consistent with the plans and drawings labelled as Drawings A3 to A11, inclusive, prepared by P3 Architecture Partnership. [Appendices 3-1 to 3-9 to this report]

   (b) On the second and third floors of the proposed commercial building, permitted uses shall be limited to medical and dental offices and other medical-related uses, including, but not limited to, clinics and laboratories.

   (c) Medical and dental offices and other medical-related uses shall also be permitted on the main floor of the proposed commercial building. As well, the following other uses shall be permitted on the main floor, subject to the applicable maximum floor areas per individual occupancy as established for the NC - Neighbourhood Convenience Zone:

      i) a confectionary store, which by definition shall have a maximum gross floor area (GFA) of 150m^2;
      ii) general office uses, subject to a maximum GFA of 300m2;
      iii) personal service establishments, subject to a maximum GFA of 200m^2;
      iv) retail uses, subject to a maximum GFA of 300m^2;
      v) an unlicensed restaurant, subject to a maximum seating capacity of 50 persons.

   (d) A detailed landscape plan for the subject property shall be submitted for review and approval by the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject property shall be in accordance with *The Forestry Bylaw, 2002* (Bylaw No. 2002-48, as amended).

   (e) The erection or placement of commercial signs on the property located at 1550 14th Avenue shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the Zoning Bylaw.

(f) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of the Zoning Bylaw.

(g) The approval to initiate the proposed development shall be valid for a period of two years from the date of City Council's passage of the Zoning Bylaw amendment that authorizes the contract zone agreement.

(h) The contract zone agreement shall be registered in the City's interest against the titles to the subject properties (Lots 15 and 16, Block 414, Plan OLD 33) and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.

3. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject property and the execution of the contract zone agreement, as described above.

REGINA PLANNING COMMISSION – SEPTEMBER 5, 2012

The following addressed the Commission:

- Leila Francis, representing the Heritage Community Association; and
- James Youck and Chris Roszell, representing P3A Architecture, and Mitch Brody and Shawn Farrow, representing Westland Ventures.

The Commission adopted a resolution to concur in the recommendation contained in the report.

Councillors: Michael Fougere and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Dallard LeGault, Ron Okumura, Phil Selenski and Sherry Wolf were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on September 5, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the property described as Lots 15 and 16, Block 414, Plan OLD 33 and located at 1550 14th Avenue, from R4A - Residential Infill Housing to C - Contract, be APPROVED and that the subject Zoning Bylaw amendment authorize the execution of a contract zone agreement between the City of Regina and the applicant/owner of the subject property.

2. That further to recommendation 1, the proposed contract zone agreement shall include the following terms and conditions:

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(b) On the second and third floors of the proposed commercial building, permitted uses shall be limited to medical and dental offices and other medical-related uses, including, but not limited to, clinics and laboratories.

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i) a confectionary store, which by definition shall have a maximum gross floor area (GFA) of 150m^2;
ii) general office uses, subject to a maximum GFA of 300m2;
iii) personal service establishments, subject to a maximum GFA of 200m^2;
iv) retail uses, subject to a maximum GFA of 300m^2;
v) an unlicensed restaurant, subject to a maximum seating capacity of 50 persons.

(d) A detailed landscape plan for the subject property shall be submitted for review and approval by the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject property shall be in accordance with *The Forestry Bylaw, 2002* (Bylaw No. 2002-48, as amended).

(e) The erection or placement of commercial signs on the property located at 1550 14th Avenue shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the Zoning Bylaw.

(f) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of the Zoning Bylaw.

(g) The approval to initiate the proposed development shall be valid for a period of two years from the date of City Council's passage of the Zoning Bylaw amendment that authorizes the contract zone agreement.

(h) The contract zone agreement shall be registered in the City's interest against the titles to the subject properties (Lots 15 and 16, Block 414, Plan OLD 33) and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.

3. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject property and the execution of the contract zone agreement, as described above.

4. That this report be forwarded to the October 9, 2012 City Council meeting, which will allow sufficient time to advertise the required public notice for the subject Zoning Bylaw amendment.

5. That item RPC12-34 be removed for the List of Outstanding Items for Regina Planning Commission.

CONCLUSION

In recognition of community-based concerns and those of the Regina Planning Commission with respect to the applicant's original proposal, which resulted in a motion of referral on May 30, 2012, and in further consultation with the Administration, the applicant has presented a revised design for the proposed commercial building at 1550 14th Avenue. The revised proposal involves a building with a smaller floor area, increased setbacks and containment of all of the required parking fully within the subject property. These changes have eliminated the need to include the adjacent residential properties (i.e., 2125, 2127 and 2135 Halifax Street) under the proposed contract zone agreement.

The proposed contract zone agreement is still required to address the types of uses that may be accommodated and issues of non-compliance with certain development standards that would apply to the subject property, were it to be rezoned to any single commercial zone classification.

The Administration recommends that the agreement provide for a limited number of "non-medical" commercial uses on the main floor, based on what may be accommodated in the NC - Neighbourhood Convenience Zone which currently applies to nearby commercial properties located to the west along 14th Avenue.

After a meeting held on July 10, 2012 with the Administration and the applicant's representatives to discuss the revised proposal, the community association provided a further written response, in which it indicated that it still could not support the application, arguing that the property should be retained for residential use. However, the community association acknowledged that the applicant has made significant revisions to the original proposal and was pleased that the proposed development would be fully contained on the property at 1550 14th Avenue.

BACKGROUND

An application has been received for contract zoning, to accommodate the development of a commercial office building with other ground-floor commercial occupancies, on the site of a now vacant, low-rise apartment building located at 1550 14th Avenue (the Crescent Apartments).

The applicant's original proposal extended application of the contract zone agreement to the existing residential properties situated at 2125, 2127 and 2135 Halifax Street, in order to satisfy the minimum parking requirement for all properties taken together. However, in considering the Administration's report regarding this application (RPC12-34) at its meeting on May 30, 2012, the Regina Planning Commission passed the following motion:

> "*That this report be referred to the Administration to work with the developer and architect on a revised development of the subject site that further considers development standards, increased parking and alternative building setbacks*."

This updated report presents a revised proposal that limits the application of the agreement to the commercial building at 1550 14th Avenue.

The subject property is located within the Old 33/Regina Subdivision and the boundaries of the Heritage Community Association. Surrounding land uses include a low-rise apartment building to the south, the Regina General Hospital complex to the east, and residential development to the north and west.

The applicant's proposal is being considered pursuant to *Regina Zoning Bylaw No. 9250, Regina Development Plan Bylaw No. 7877* (Regina's Official Community Plan, or OCP) and *The Planning and Development Act, 2007*.

DISCUSSION

The Applicant's Revised Proposal

According to the applicant's revised proposal, the commercial building will contain a total floor area of 3,225 m^2, with 1,829 m^2 of leasable space. That represents a significant decrease in size when compared to the original proposal, which contained respective floor areas of 3,739 m^2 and 2,341 m^2. The revised plans identify 455 m^2 of space for medically related uses (clinic, office or retail) on the main floor, plus 687 m^2 of medical-related office space on each of the second and third floors. The main entrance to the building will be situated near the southeast corner of the property, along its current 14th Avenue frontage. A second building entrance will be provided along the Halifax Street flankage.

The revised design still incorporates an enclosed 29 stall underground parkade, which will be accessed from the public lane along the east side of the property. As well, there will be seven surface parking stalls that will be accessed directly from the lane, for a total of 36 stalls on site. One delivery stall will also be provided. Space for recycling and the storage and collection of garbage will be provided near the southeast corner of the building, which will be accessed via the public lane.

As with the original proposal, the underground parkade and its ramp access will essentially occupy the entire site, with no setbacks from the respective property lines.

The building's north and east elevations will also remain the same. The enclosed ramp for the parkade will be constructed up to the north property line, but the building proper will be set back 4.3 m from that property line, which will effectively increase the separation from what currently exists between the Crescent and Annex apartment buildings.

In comparison to the original proposal, the occupied portion of the building above grade will be significantly reduced in floor area and massing, which is illustrated in perspective renderings prepared by the applicant and attached to this report as Appendices 3-10 to 3-14, inclusive.

The building will be set back from the south property line along 14th Avenue by just over 3 m, closely matching the setback of the existing apartment building. In order to optimize the layout of the parkade, the stairwell enclosure at the southeast corner will continue to abut the south and east property lines, but it will feature vertical bands of glazing that will expose the actual

stairwell and give the structure a less obtrusive appearance. The west wall on the main floor will maintain its 3 m setback from the property line (comparable to the setback of the Annex Apartments at 2135 Halifax Street), thereby matching the south/front setback of the building proper. As a further means of reducing the building's impact on the affected streetscapes, the south and west walls of the second and third floors will be stepped back 1.5 m from the respective sides of the main floor.

Zoning Bylaw and OCP Compliance/Contract Zoning

The proposed development site is currently zoned R4A - Residential Infill Housing, but is identified as providing an opportunity for mixed-use development within the Medical District that forms part of the General Hospital Area Secondary Plan [Section 11.5 in Part A (Policy Plan) of the Regina OCP]. The district contemplates medical/service-related uses (offices, clinics) that may be directly or indirectly associated with the operation of the Regina General Hospital, as well as other compatible commercial (retail) and residential uses. The property is also included within the "hospital gateway" corridor along 14th Avenue.

Map 11.4 (General Hospital Neighbourhood Future Land Use - General) and Map 11.5 (General Hospital Gateway) of the Secondary Plan are attached as Appendix A to this report.

The stated goal of the Secondary Plan is "*to strike a balance between enhancing the viability of the residential community while enabling the hospital to meet the needs of the Regina Qu'Appelle Health Region in accordance with its mandate to provide tertiary health services to residents of Regina and Southern Saskatchewan.*"

The Secondary Plan includes the following objectives that are applicable to the subject proposal:

- to direct the location of future medical-related development to locations consistent with preservation of the residential character of the area; and
- to improve the interface between the hospital and adjacent residential properties.

As noted in the original report, the applicant had initially considered a residential component on the top floor of the proposed building (i.e., on the third or fourth floor, under successive design scenarios). That option was given further consideration by the applicant after the motion of referral on May 30. However, the applicant has again determined that including a residential component is not economically viable, especially with the expectation of a smaller building while at the same time maintaining or increasing the on-site parking complement.
The revised proposal still requires the application of contract zoning to address the specific complement of uses that would be permitted on the main floor of the building, as well as issues of non-compliance with certain development standards that would apply to the subject property, were it to be rezoned to any single conventional zone classification.

However, the properties containing the existing detached dwelling, parking lot and apartment building, located respectively at 2125, 2127 and 2135 Halifax Street, will not be included in the proposed contract zone agreement and will retain their existing R4A Zone designation.

As with the applicant's original proposal, the revised building design as been reviewed in relation to the development standards that would apply if the property was zoned MX - Mixed Residential Business. Assuming frontage along 14th Avenue, the proposed building would address the applicable development standards as shown in the following table:

Development Standard	Required	Actual	Comments on Revised Design
Minimum front yard setback	5m	nil to 3.04 m	The setback to the building proper is 3.04 m, and closely matches that of the existing apartment building. The setback to the stairwell structure is nil.
Minimum rear yard setback (¼ height of adjacent wall, to maximum of 6m)	0.65 m to 3.375 m	nil to 4.3 m	The required minimum setback would be 0.65 m, if applied to the north wall of the parkade entrance structure. If measured to the North wall of the building proper, the set back of 4.3 m would exceed the minimum requirement of 3.375 m. No change from original proposal.
Minimum single side yard setback	nil	nil	East side, adjacent to lane; complies.
Minimum total side yard setback	nil	3 m	West side, measured above ground surface; exceeds the minimum standard/complies.
Maximum lot coverage	65%	80%	Does not comply, but the degree of non-compliance has been reduced from that of the original proposal.
Maximum floor area ratio	3.0	1.57	Complies.
Maximum building height	15 m	13.45 m	Complies.

A full comparison of zoning compliance for the original and revised proposals is contained in Appendix B to this report.

Office uses are permitted in the MX Zone and are not subject to a maximum floor area. However, given the provisions of the Secondary Plan with respect to accommodating uses in the Medical District, the proposed agreement will generally restrict office occupancies to those that are medically related.

As previously indicated, the applicant has identified an area of 455 m^2 on the main floor of the proposed commercial building, which could accommodate medical-related or retail occupancies. It is noted that the amount of floor area available is also comparable to the scale of local or neighbourhood-oriented commercial uses, as recognized under the Zoning Bylaw. The applicant may wish to accommodate other uses and occupancies that cater to hospital staff and visitors, as well as to the surrounding residential area.

The existing commercial properties further to the west along 14th Avenue are currently zoned NC - Neighbourhood Convenience. That zone provides for a limited range of commercial retail and personal service-related uses and a maximum GFA of 300 m^2 in any case.

In consultation with the applicant, the Administration has identified an even shorter list of commercial uses that fall within the scope of the NC Zone, which could be accommodated under the proposed contract zone agreement on a permitted use basis. Those occupancies would be

subject to any stipulated maximum floor areas for that zone. Accommodating such uses would provide the applicant with some flexibility in terms of building occupancy, while respecting the general intent of the Secondary Plan.

Parking Implications

Given the amount of floor area and the potential occupancies for the proposed building (a combination of office and other commercial uses), the minimum on-site parking requirement could be as high as 47 stalls. However, the Zoning Bylaw provides for City Council's approval of a 20 percent reduction in the amount of parking required for office uses, where the subject property is located in a commercial zone and within 76.2 metres (250 feet) of any street with transit service headways of 20 minutes or less in each direction, during the morning or evening rush hour. City transit routes 10 and 12 provide that level of service in opposite directions to the immediate south and west of the subject property, along Halifax Street and 14th Avenue, respectively. The application of this provision would reduce the required parking for the second and third floor occupancies, from 22 to 18 stalls.

With respect to the uses that might be accommodated on the main floor of the proposed building, general retail and personal service establishments would require the greatest amount of parking if the standards for the NC Zone were to be applied (i.e., 23 stalls, if occupying all of the leasable space and based on one stall per 20 m^2 of GFA). However, the other uses that the applicant has identified as potential main floor tenants would have much lower parking requirements. For example, a restaurant would require one stall per ten seats (or ten stalls for a maximum of 50 seats in the NC Zone), and no stalls would be required for a confectionary store.

If the parking standards for the MX Zone were to be applied, the minimum requirement for retail and personal service establishments would be one stall per 50 m^2 of GFA, which would equate to nine stalls if the entire main floor was devoted to such uses. Combined with the parking reduction for the upper floor uses, the minimum parking requirement for the overall development would then be 27 stalls, or nine stalls less than what has been proposed.

Based on the above considerations, the Administration has determined that the proposed parking complement of 36 stalls is sufficient to accommodate the types of uses that are contemplated for the proposed building.

Heritage Implications

Until recently, the existing apartment building at 1550 14th Avenue (the Crescent Apartments) was listed as a potential heritage property under City of Regina Bylaw No. 8912, which is commonly known as the Heritage Holding Bylaw.

That bylaw provides the City Administration with the authority to automatically withhold approval of any application to alter or demolish a listed property for a period of up to 60 days, to allow the City an opportunity to evaluate the heritage significance of the property and to determine the merits of its formal designation as Municipal Heritage Property.

In conjunction with the subject application, the applicant requested that the property be removed from the list of potential heritage properties, which would allow for demolition of the apartment building and the subsequent redevelopment of the property. The applicant's request was

considered by the Regina Municipal Heritage Advisory Committee at its meeting on February 6, 2012, by the Regina Planning Commission on February 29 and was approved by City Council on March 12, 2012.

RECOMMENDATION IMPLICATIONS

Financial Implications

The subject area currently receives a full range of municipal services, including water, sewer and storm drainage. The applicant will be responsible for the cost of any additions or changes to existing infrastructure that may be required to directly or indirectly support the development, in accordance with City standards and applicable legal requirements.

Environmental Implications

The proposed development conforms to the policies of the OCP, the fundamental principles of which are to promote a sustainable community and encourage development that contributes to maintenance or improvements to the quality of urban life, as well as to ensure that development occurs in a cost-efficient, environmentally responsible and socially equitable manner.

Extended utilization of existing municipal infrastructure through infill development is cost-effective and contributes to a more sustainable community.

Strategic Implications

The proposed development may be considered in relation to the strategic priority of the City of Regina to manage growth and community development.

The proposed development will be situated within the Medical District of the General Hospital Area Secondary Plan and is in close proximity to City transit routes, which provides the opportunity for alternative access by staff and patrons.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

The applicant's revised proposal was provided to the Heritage Community Association in advance of a meeting with the Administration and the applicant's representatives, which was held on July 10, 2012. Following that meeting, the community association's executive director submitted the following written response to the revised proposal:

> *The Heritage Community Association does not support the revised proposal for 1550 14th Ave. Maintaining the residential integrity of the community remains a high priority with residents and the General Hospital Area Secondary Plan states that the Medical District*

along 14th Ave was created to provide guidance for the location of hospital expansion and other medical related uses, however these uses will be directed to locations that are primarily non-residential at the periphery of the area, and will therefore not jeopardize the viability of the existing residential community.

The Association acknowledges that the applicant has made significant revisions to their initial submission. We are very pleased to see that this revised plan no longer includes the other parcels of land and that the full extent of the development, including required parking, is now contained on the 1550 14th Ave site.

The Association was provided with an opportunity to meet with the developer, architect and the City to discuss, for clarity, these revisions. It was explained how the building footprint was reduced on all levels and how the stairwells were redesigned to include glass in an attempt to soften the areas of the building that still extend to the property lines. It is my understanding that the stairwells remain at the property line so the maximum number of parking stalls can be maintained in the underground parkade. The leasable floor area on the main floor has also been reduced to accommodate additional surface parking. When asked, the applicant was unable to answer whether or not clients would be allowed to utilize the underground parkade. Though this revised development can now meet the minimum Zoning Bylaw requirement for parking, it should be noted that only seven parking stalls are above ground. This is a concern for the community as we know that minimum parking requirements are usually insufficient and since there is intense pressure on the on-street parking around the General Hospital, we feel that it is reasonable for the applicant to provide further clarification on how many of the 36 parking stalls will be available for client use.

A commercial development requires on-site garbage management. When asked where the garbage was going to be accommodated at this site it was determined that this had not been considered, however, the architect indicated that they would revise the drawings to clearly show that the commercial garbage bin would be housed in an area of the development that would not require the loss of any parking space(s).

We also discussed intended uses of the retail space on the main floor. The applicant indicated that this remained undetermined at this time. The City indicated that the contract zone could be written to be quite specific regarding intended uses of this space. Since the Secondary Plan states "medical related uses", the City and the applicant indicated that this matter would be discussed further. Our community simply wants to ensure that this development falls within the guidelines of the intended uses of the Medical District.

1550 14th Ave is zoned R4A residential and our community has spoken loudly that they want to see this property be retained for much needed residential and not changed to unneeded and unwanted commercial.

The following information is provided in response to the specific issues raised by the community association.

On-site Parking Management

According to the applicant, the surface parking (7 stalls plus a loading/delivery stall) will be available to the public users of this building at all times. The 29 underground parking stalls are intended to be split between the tenants' staff parking requirements and public users of the

building, which will be indicated through clear signage and marking of designated stalls. For ease of maneuvering it is suggested that the south stalls would be open to the public. The exact allotment has not been determined yet.

The entrance to the underground parking will be secure with a door and control gate if needed. This will be controlled through one of more of the following potential scenarios:

- Scenario 1: A one-time pass code that patients are given at the time of appointment. Entrance to the underground parking is controlled by an electronic security keypad.
- Scenario 2: A valet parking system or an attendant to control access.
- Scenario 3: The use of a pay/ticket station for the public stalls that would be validated by the tenants.

Under all scenarios there would be an electronic sign indicating whether there were spaces available for public parking.

Both the surface and underground parking stalls are for users/tenants of this building and will not be rented out to a third party. Strict parking enforcement will be provided by the landlord to discourage parking that is not building-related.

On-Site Solid Waste Management

Garbage and materials for recycling will be collected and stored in secure/locked gated areas that can be accessed from the public lane at the east side of the building. These locations are indicated on the site and main floor plans. Garbage and recyclables will be collected at specific times/ intervals.

Uses Accommodated on the Main Floor

According to the applicant, the proposed building is intended primarily to "*supplement and support the Regina General Hospital by providing leasable spaces for medical uses. The upper floors of the building will be medical offices while the main floor . . . will be medical offices or possibly contain a small retail component. This is intended to be medical in nature and could include a small pharmacy or clinic*."

From the complement of uses that may be accommodated in the NC Zone, the applicant has identified the following as other possible main floor tenants:

- confectionary store (maximum gross floor area, of GFA of 150 m^2 in the NC Zone);
- personal service establishment (maximum GFA of 200 m^2);
- general retail (maximum GFA of 300 m^2);
- restaurant (maximum seating for 50 persons).

Other Agencies

The applicant's original proposal was circulated to the Public and Separate School Boards for review and comment. Both boards have indicated in writing that they have no concerns.

The proposal was also circulated to the Regina Qu'Appelle Health Region, Regina Downtown and the Regina Regional Opportunities Commission. Comments were not received from any of those organizations.

Public Notice of Related Bylaws

Subject to concurrence with the recommendations contained in this report, public notice of the required Zoning Bylaw amendment will be published in the *Leader-Post* on September 22 and 29, 2012, in accordance with Section of 207 of *The Planning and Development Act, 2007.*

The applicant and all other identified interested parties will receive written notification of City Council's decision.

DELEGATED AUTHORITY

City Council's approval of the proposed contract zone agreement is required pursuant to Section 69 of *The Planning and Development Act, 2007*.

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

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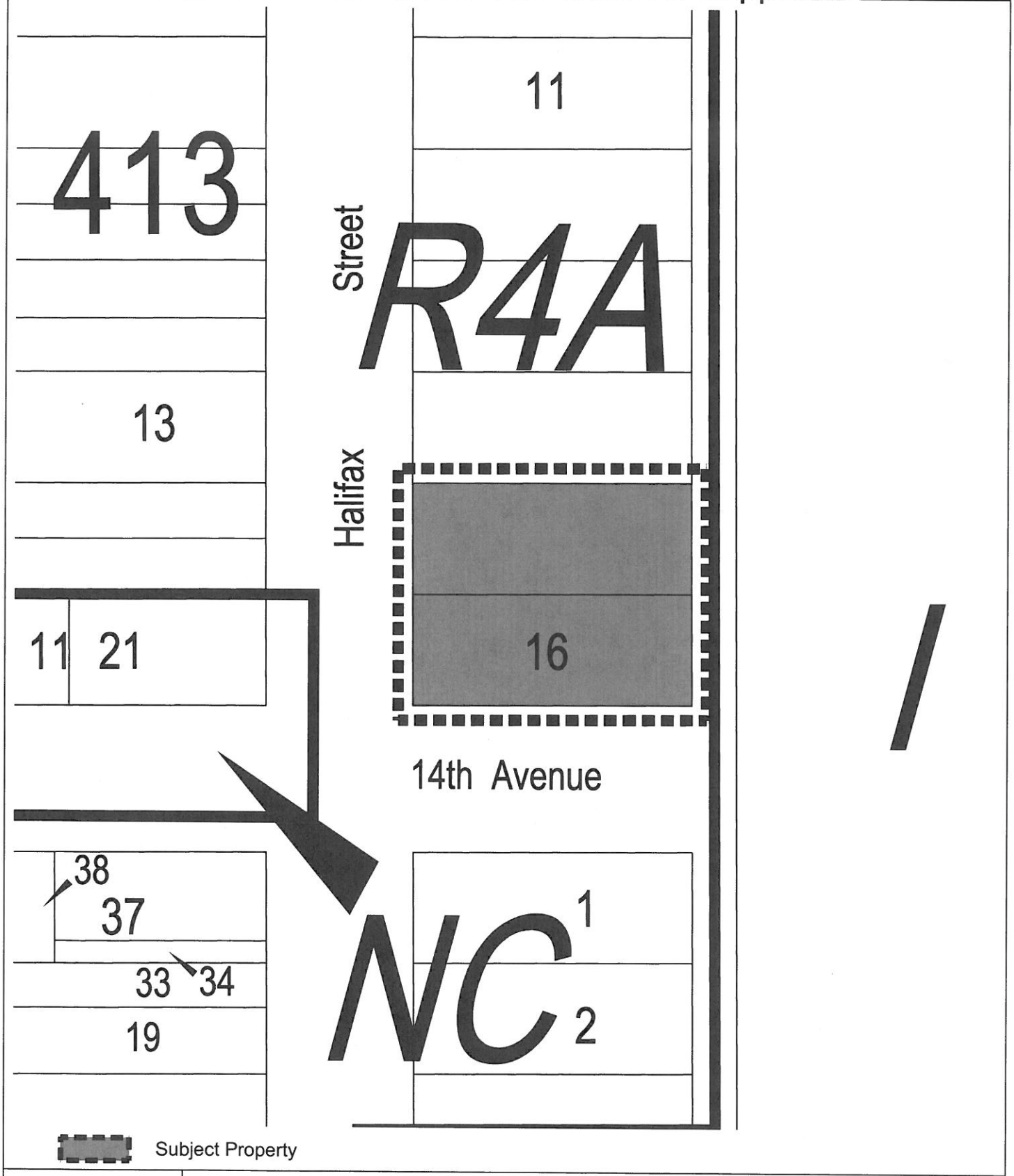
Appendix 1



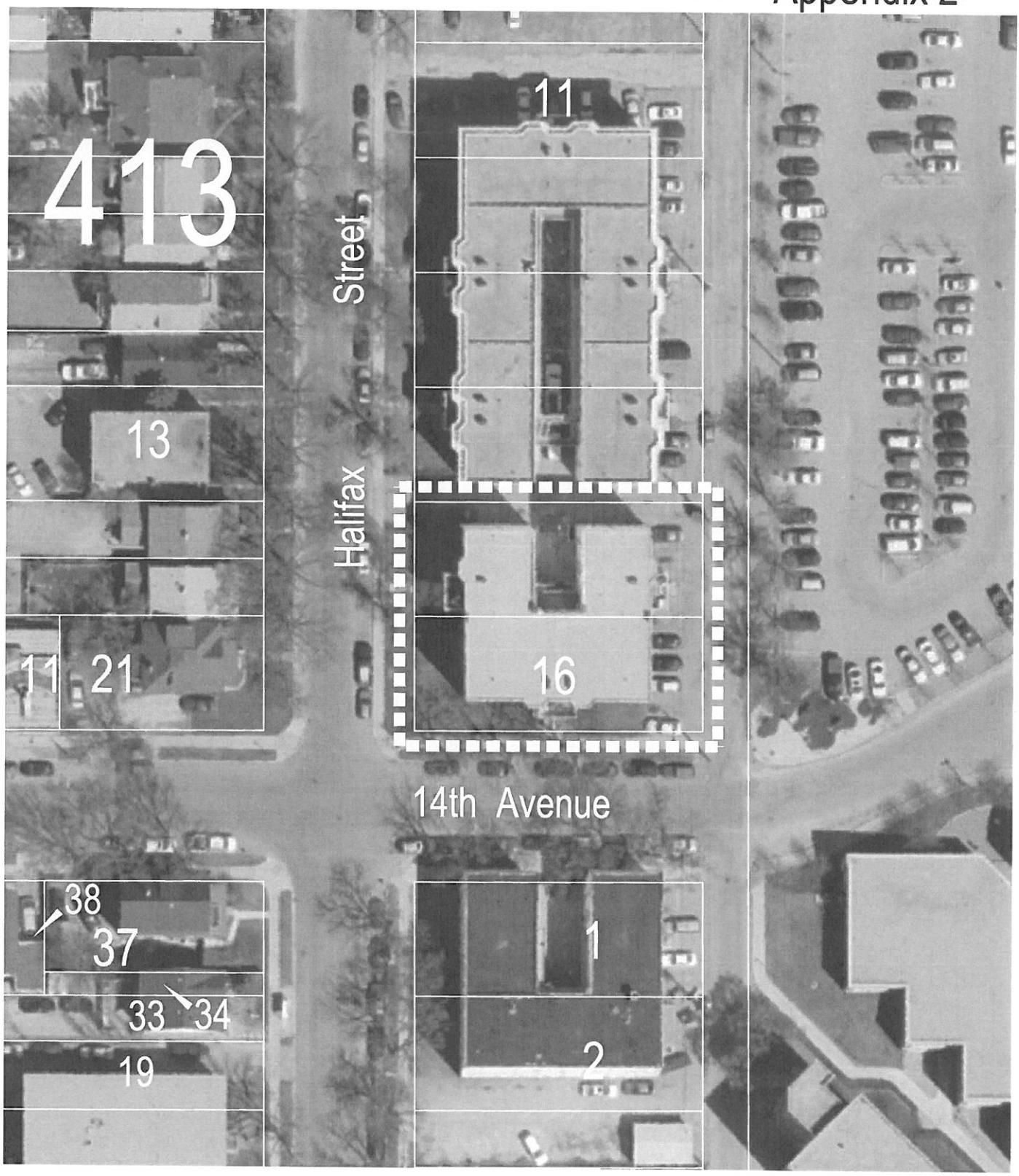
REGINA Infinite Horizons | City of Regina

Planning & Sustainability Department

Project 11-CZ-7 Civic Address/Subdivision 1550 14th Avenue

File No. O:\UP\DWGS\DEVELOP\CZ\2011\11-CZ-7.dwg

Appendix 2



Subject Property

Date of Photography : 2009

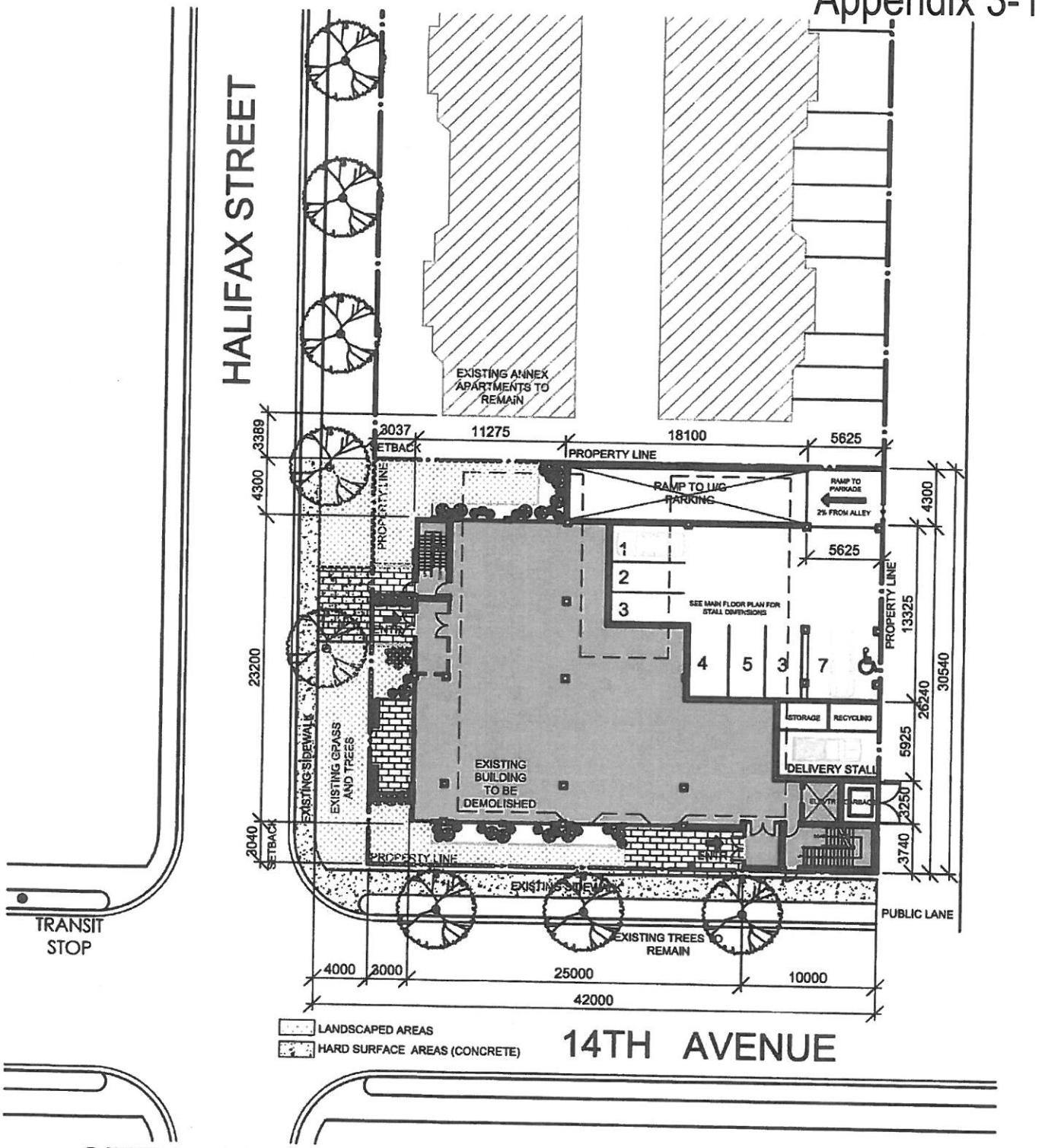
REGINA | City of Regina

Planning and Sustainability Department
Planning & Development Division

Project 11-CZ-7 Civic Address/Subdivision 1550 14th Avenue

File No. O:\UP\DWGS\DEVELOP\CZ\2011\11-CZ-7.dwg

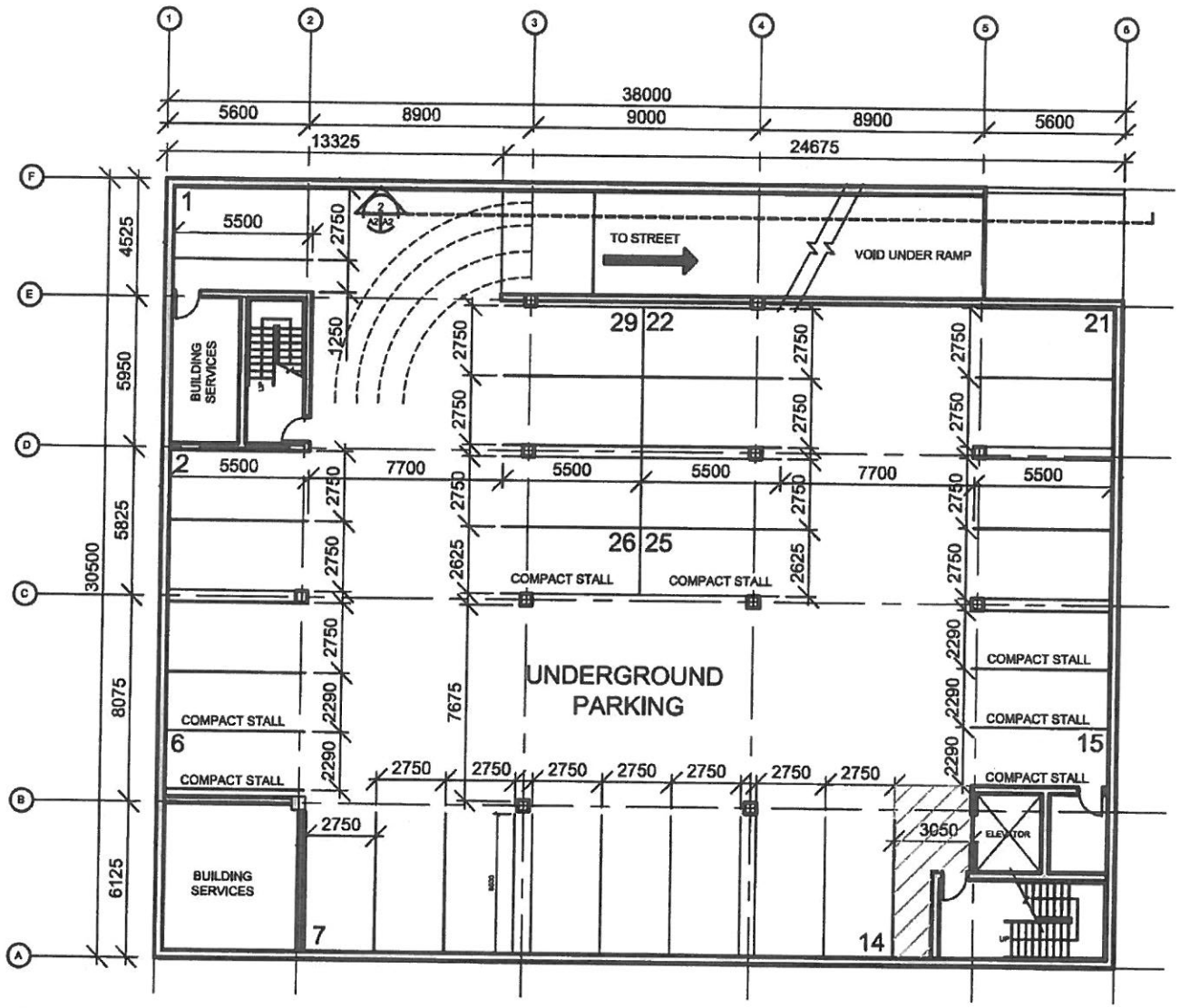
Appendix 3-1



SITE PLAN
LANDSCAPE PLAN
SCALE 1:400

P3A REGINA - SASKATOON	PROJECT JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY CR	DRAWING NO.
		SCALE AS NOTED	
	TITLE SITE PLAN LANDSCAPE PLAN	DATE 2012-08-03	A3
		FILE NO. 11-24	

Appendix 3-2

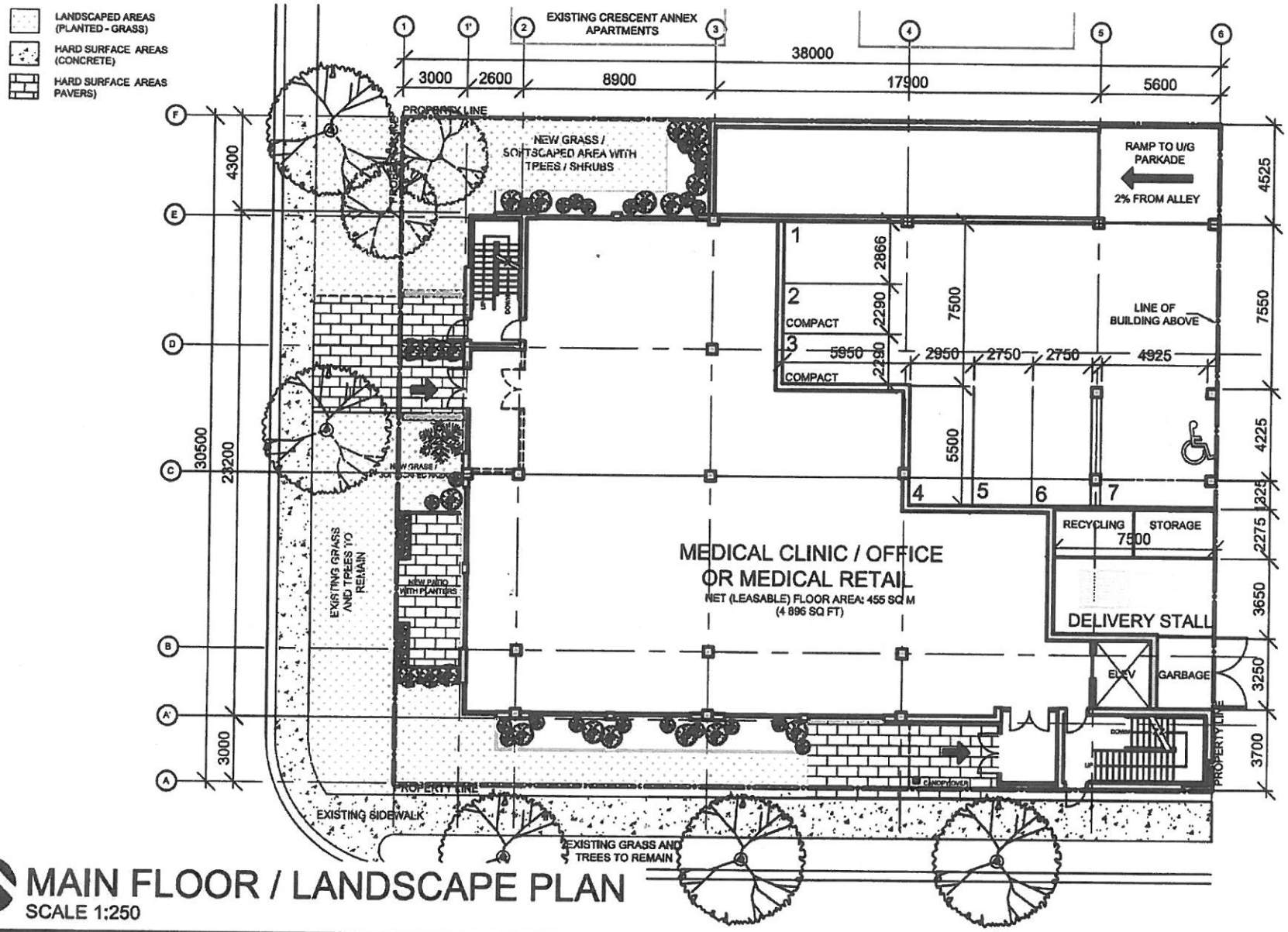


BASEMENT PLAN

SCALE 1:250

P3A REGINA - SASKATOON	PROJECT JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY CR	DRAWING NO.
		SCALE AS NOTED	
	TITLE BASEMENT FLOOR PLAN / PARKING LAYOUT	DATE 2012-08-03	A4
		FILE NO. 11-24	

Appendix 3-3



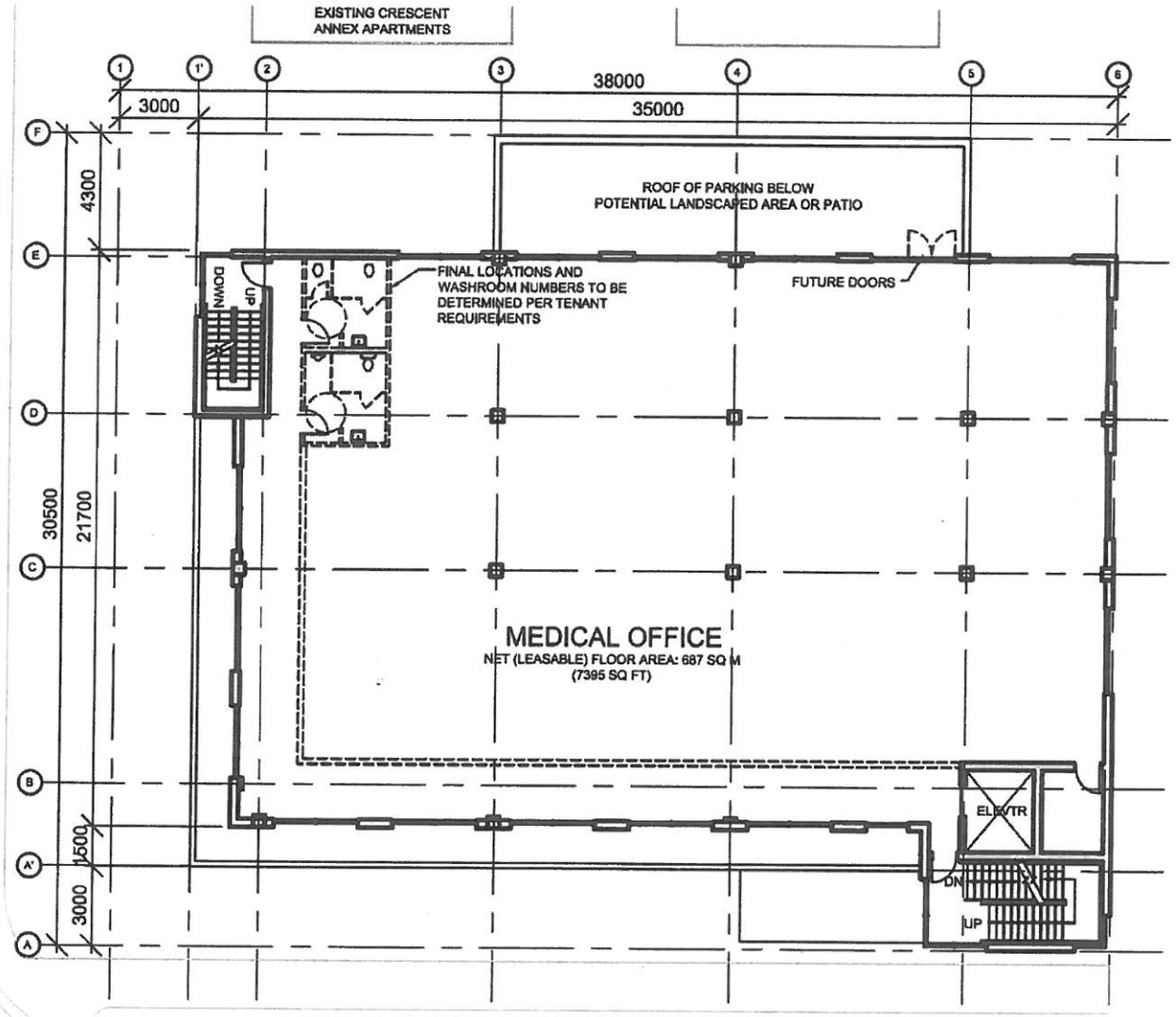
MAIN FLOOR / LANDSCAPE PLAN
SCALE 1:250

P3A
REGINA - SASKATOON

PROJECT	JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY	CR
		SCALE	AS NOTED
TITLE	MAIN FLOOR PLAN / LANDSCAPE PLAN	DATE	2012-08-03
		FILE NO.	11-24

DRAWING NO. A5

Appendix 3-4

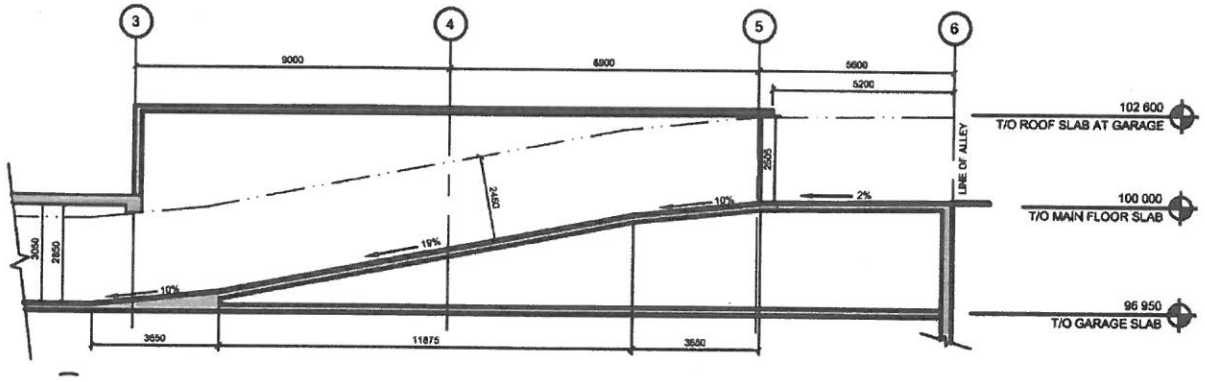


SECOND & THIRD FLOOR FLOOR PLAN

SCALE 1:250

P3A REGINA - SASKATOON	PROJECT JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY	CR	DRAWING NO.
		SCALE	AS NOTED	
	TITLE SECOND / THIRD FLOOR PLAN	DATE	2012-08-03	A6
		FILE NO.	11-24	

Appendix 3-5



SECTION THROUGH RAMP
SCALE 1:200

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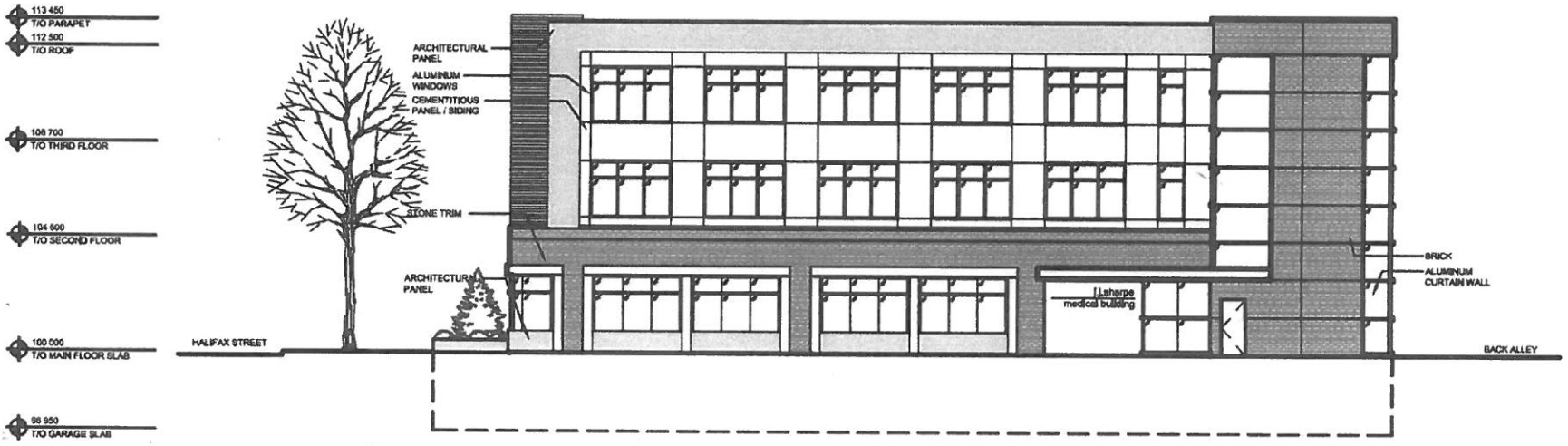
	TITLE SECTION THROUGH RAMP TO U/G PARKING	**DATE** 2012-08-03 **FILE NO.** 11-24	A7

Appendix 3-6

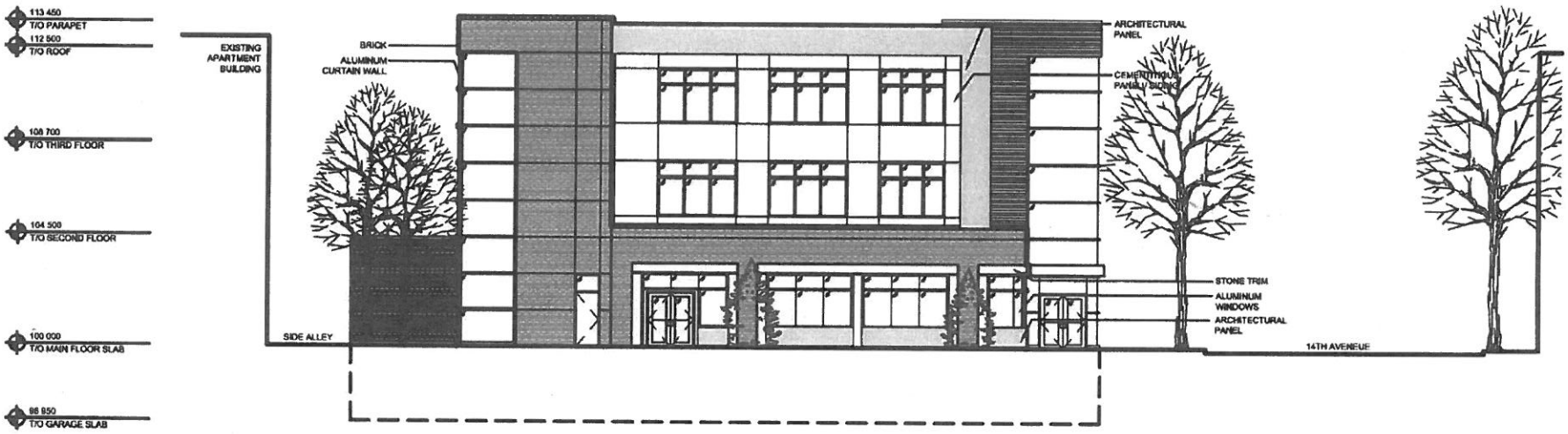


SOUTH ELEVATION (14TH AVE)

SCALE 1:250

P3A REGINA - SASKATOON	PROJECT JJ SHARP MEDICAL BUILDING 1550 14TH AVE	DRAWN BY CR SCALE AS NOTED DATE 2012-06-26 FILE NO. 11-24	DRAWING NO. A8
	TITLE SOUTH ELEVATION		

Appendix 3-7



WEST ELEVATION (HALIFAX ST)

SCALE 1:250

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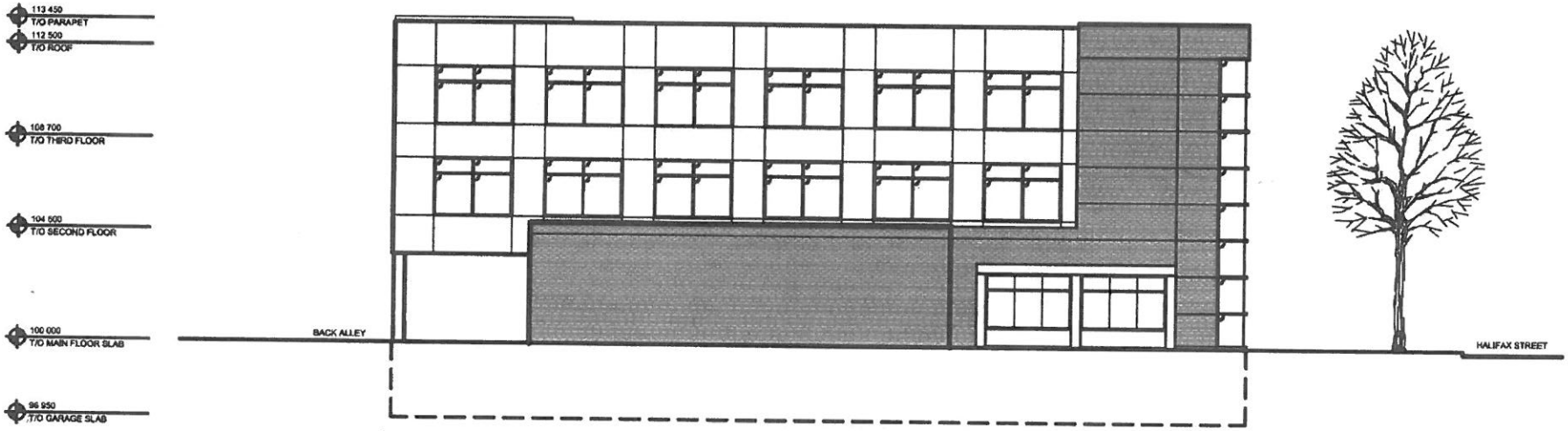
		SCALE AS NOTED	
	TITLE WEST ELEVATION	DATE 2012-06-26	A9
		FILE NO. 11-24	

Appendix 3-8

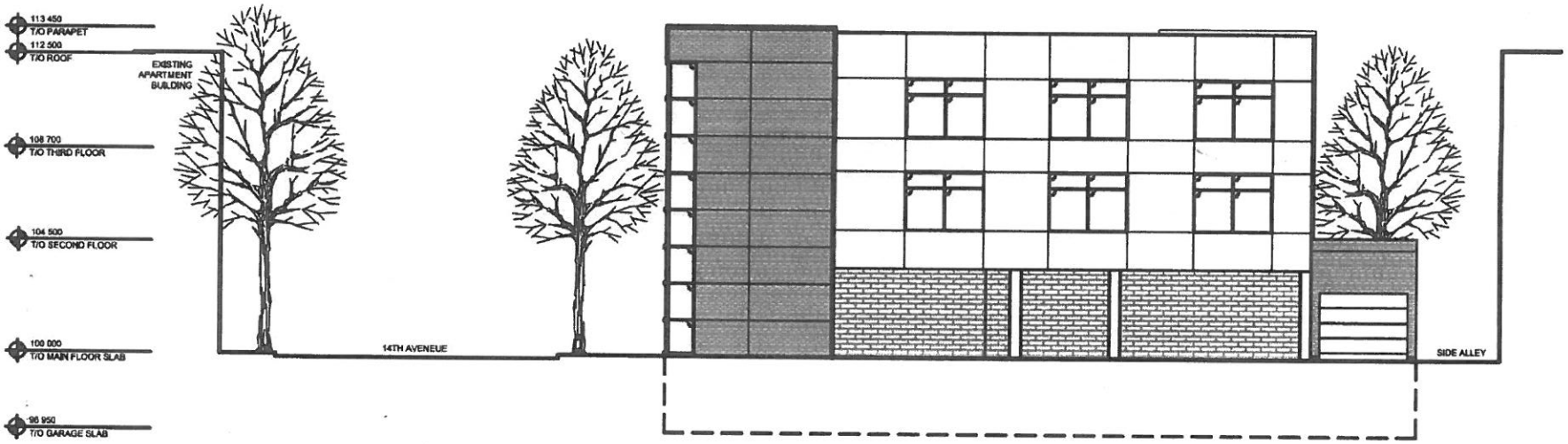


NORTH ELEVATION
SCALE 1:250

P3A
REGINA - SASKATOON

PROJECT JJ SHARP MEDICAL BUILDING 1550 14TH AVE	DRAWN BY	CR	DRAWING NO.
	SCALE	AS NOTED	
TITLE NORTH ELEVATION	DATE	2012-06-26	A10
	FILE NO.	11-24	

Appendix 3-9



EAST ELEVATION
SCALE 1:250

P3A REGINA - SASKATOON	PROJECT JJ SHARP MEDICAL BUILDING 1550 14TH AVE	DRAWN BY	CR	DRAWING NO.
		SCALE	AS NOTED	
	TITLE EAST ELEVATION	DATE	2012-06-26	A11
		FILE NO.	11-24	

Appendix 3-10

P3A REGINA - SASKATOON	PROJECT JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised August 2012)	DRAWN BY CR	DRAWING NO.
		SCALE AS NOTED	
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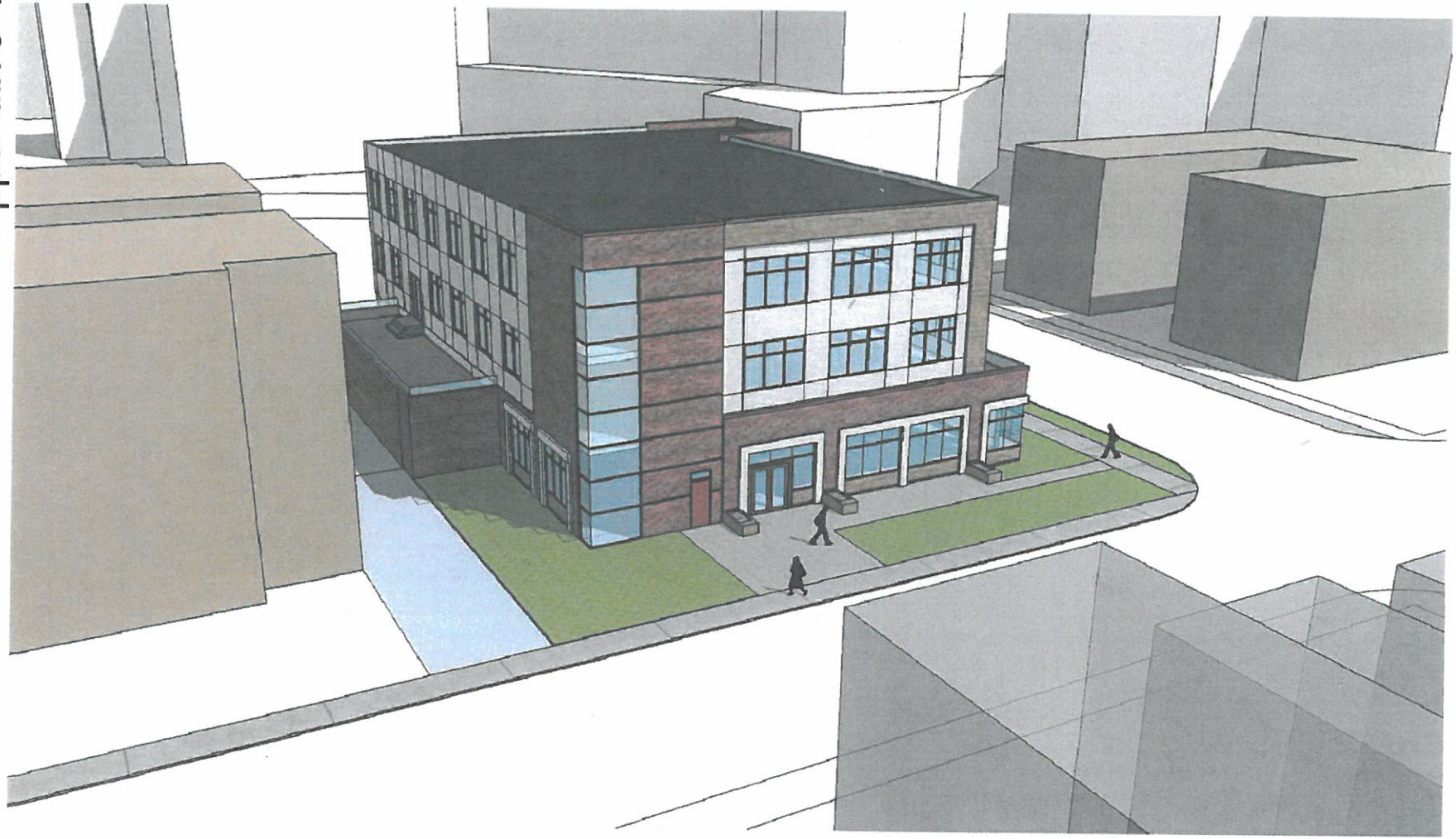
		FILE NO. 11-24	

Appendix 3-11



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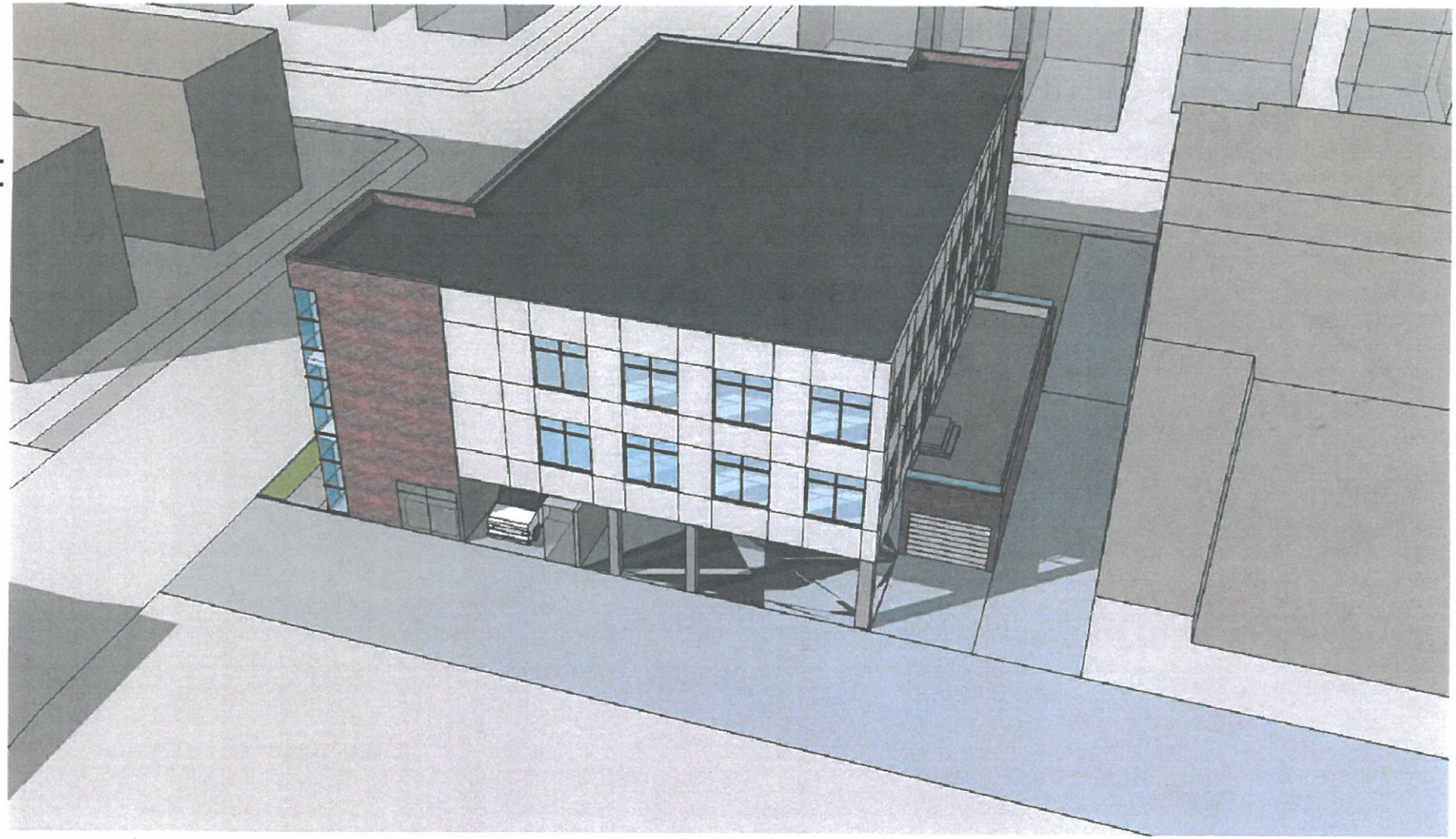
	TITLE 3-POINT PERSPECTIVE RENDERING LOOKING FROM THE NORTHWEST		A13

Appendix 3-12



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		SCALE AS NOTED	
	TITLE 3-POINT PERSPECTIVE RENDERING LOOKING FROM THE NORTHEAST	DATE 2012-08-03	A14
		FILE NO. 11-24	

Appendix 3-13

P3A REGINA - SASKATOON	PROJECT JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised August 2012)	DRAWN BY	CR	DRAWING NO.
		SCALE	AS NOTED	
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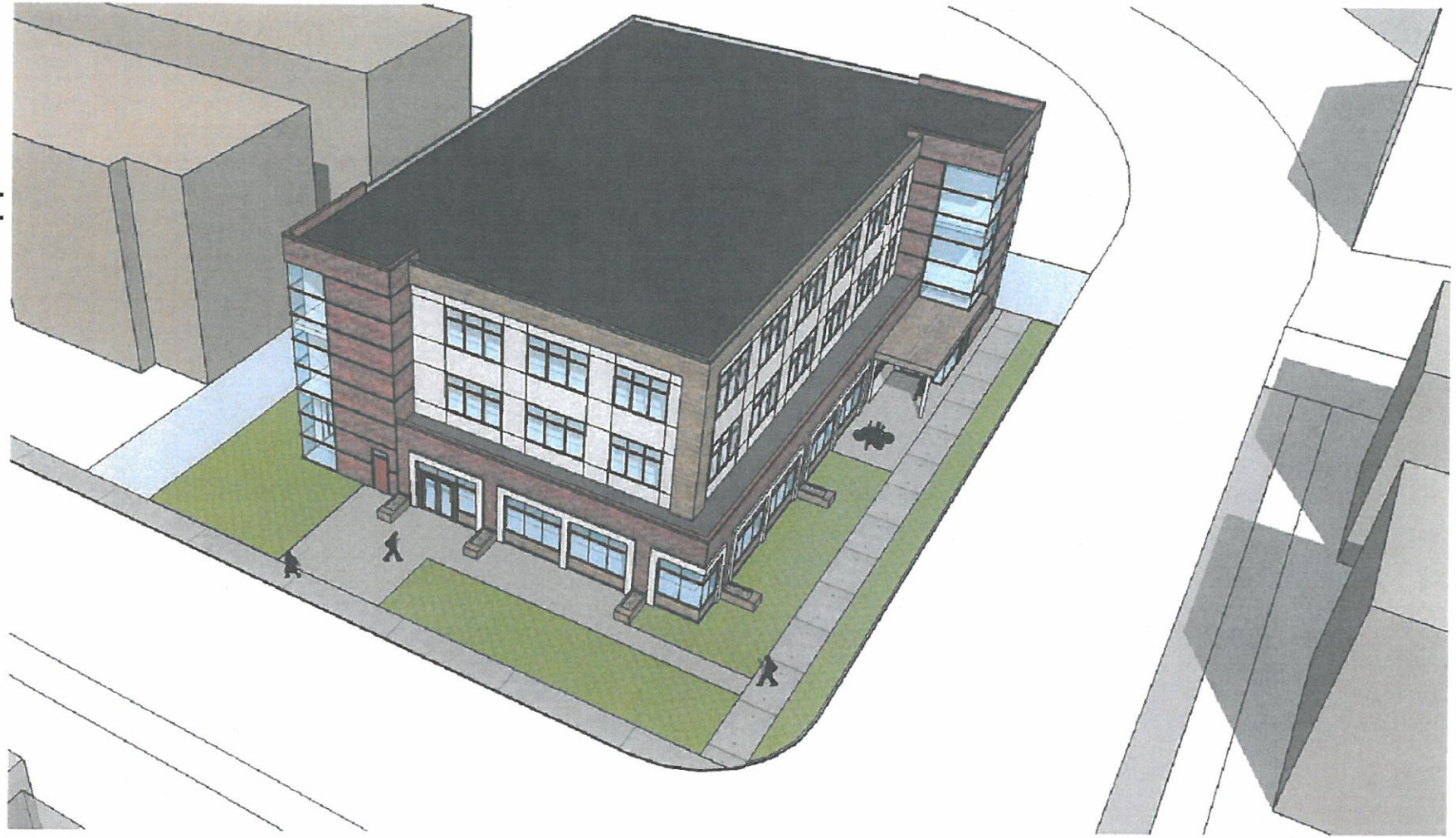
		FILE NO.	11-24	

Appendix 3-14



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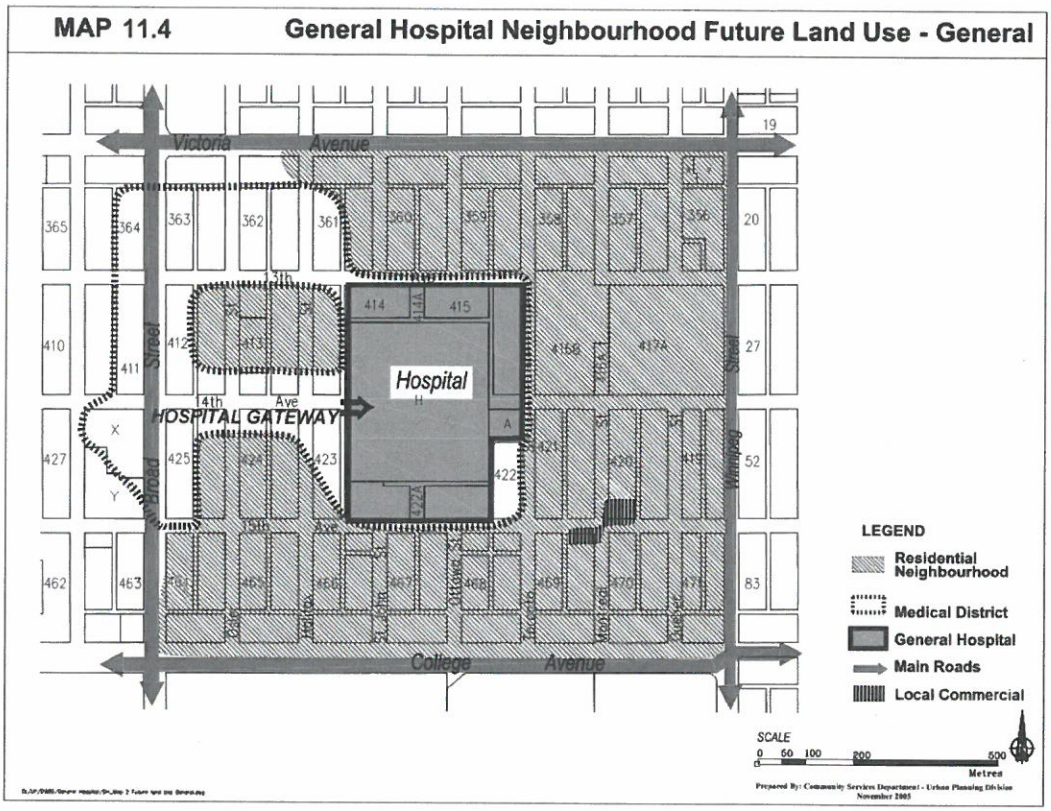
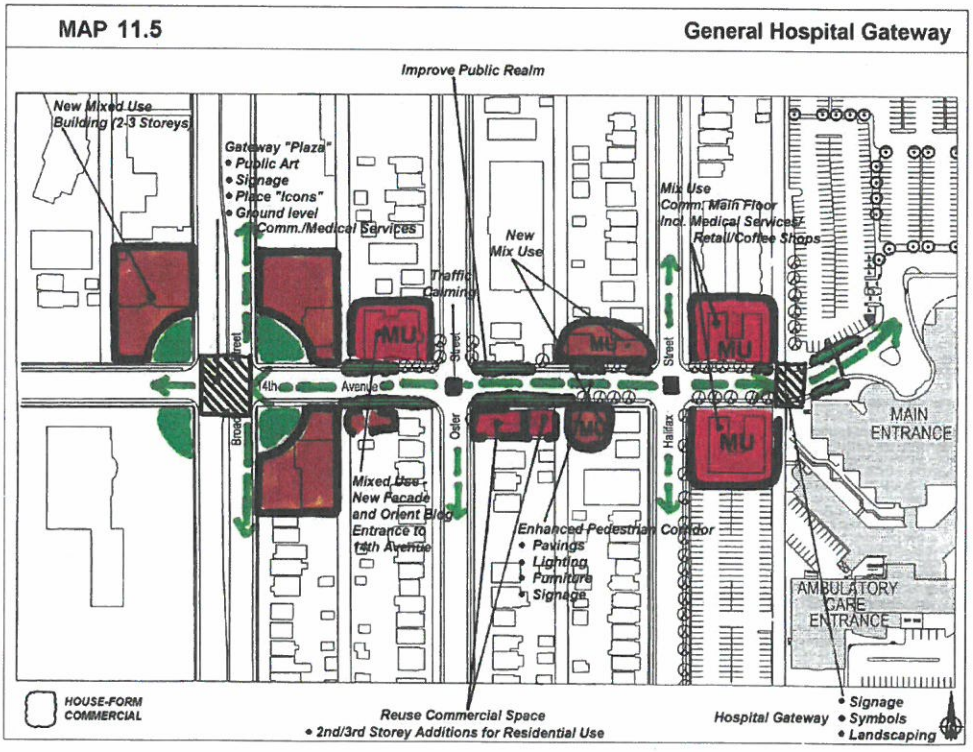
	TITLE 3-POINT PERSPECTIVE RENDERING LOOKINJG FROM THE SOUTHWEST	DATE 2012-08-03 FILE NO. 11-24	A16

APPENDIX A

Land Use Concept Maps
General Hospital Area Secondary Plan





APPENDIX B

Proposed Contract Zone Agreement for Medical Office/Retail Building at 1550 - 14th Avenue
Compliance with Development Standards Applicable to MX - Mixed Residential Business Zone

Development Standard	Required	Original	Revised	Comments on Revised Design
Minimum front yard setback (Lot frontage is assumed along 14th Avenue)	5m	nil	nil to 3.04m	The setback to the south wall of the building proper is 3.04m. The setback to the stairwell structure is nil. The degree of non-compliance has been reduced, and the setback to the building proper closely matches that of the existing apartment building.
Minimum rear yard setback (¼ height of nearest/adjacent wall, to a maximum of 6m)	0.65m to 3.375m	nil to 4.3m	nil to 4.3m	The required minimum setback would be 0.65m, if applied to the north wall of the parkade entrance structure. If measured to the north wall of the building proper, the set back of 4.3m would exceed the minimum requirement of 3.375m. No change from the original proposal.
Minimum single side yard setback	nil	nil	nil	East side, adjacent to the public lane. Complies.
Minimum total side yard setback	nil	3m	3m	West side, measured above ground surface. Exceeds the minimum standard/Complies.
Maximum lot coverage	65%	86%	80%	Still does not comply, but the degree of non-compliance has been reduced.
Maximum floor area ratio	3.0	2.0	1.57	Complies
Maximum building height	15m	13.45m	13.45m	As measured to top of parapet wall. Complies.

Hawkstone
LIVING SMART

October 4, 2012

City of Regina
Office of the City Clerk
Queen Elizabeth II Court
2476 Victoria Avenue
Regina, Saskatchewan S4P 3C8

Dear Ms. Swidnicki:

RE: Bylaw No. 2012-79 – Proposed Zoning Bylaw Amendment – 11-Z-17
Hawkstone Subdivision Phase 2B (Parcel Z and MR1)

Attached is my presentation for the October 9, 2012 council meeting.

Sincerely,

Kevin Reese

Kevin Reese, CMA, CA
General Manager
Hawkstone Developments Ltd.

Enclosure

Hawkstone
LIVING SMART

October 9, 2012

City of Regina
Queen Elizabeth II Court
2476 Victoria Avenue
Regina, Saskatchewan S4P 3C8

To His Worship the Mayor and Members of City Council:

RE: Bylaw No. 2012-79 – Proposed Zoning Bylaw Amendment – 11-Z-17
Hawkstone Subdivision Phase 2B (Parcel Z and MR1)

Good evening your Worship and Members of Regina City Council. My name is Kevin Reese and I am the General Manager for Hawkstone Developments.

This evening, we respectfully request Council's approval to rezone Parcel Z to R-5 Residential Medium Density which is in compliance with the current Hawkstone Concept plan. This will allow for the development of 71 townhouse units. We respectfully request that you approve our rezoning application.

I would like to thank the City Administration for their efforts in bringing the report forward to you for approval.

I would also like to take this opportunity to thank the current Council whom I have had the pleasure of presenting to on many occasions. To those Councillors who are not seeking re-election, thank you for your dedicated service to our city. To the current Councillors who are running in the election, I wish you success on October 24. To your Worship, Mayor Fiacco, I would like to thank you for your leadership over the last twelve years. Through your vision and guidance, we have seen our City move forward to become a great city and the envy of Canada. I wish you well on your future endeavours.

I would be pleased to answer any questions that you're Worship or Councillors may have regarding the zoning application and the Hawkstone neighbourhood. Specific questions on the townhouses can be directed to the delegation representing the Discretionary Use application.

Sincerely,

Kevin Reese

Kevin Reese, CMA, CA
General Manager

CR12-145

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Applications for Zoning Bylaw Amendment and Discretionary Use Approval (11-Z-17/ 12-DU-5) Phase 2B of Hawkstone Subdivision and Planned Group of Dwellings on Proposed Parcel Z, Hawkstone Subdivision

---

RECOMMENDATION OF THE REGINA PLANNING COMMISSION - SEPTEMBER 13, 2012

1. That the application to amend *Regina Zoning Bylaw No. 9250* pertaining to lands within phase 2 of the Hawkstone subdivision in the Northwest Sector as shown in Appendix A-1, be APPROVED as follows:

    a. Proposed Parcel Z to be rezoned from UH-Urban Holding to R5-Residental Medium Density; and

    b. Proposed MR1 to be rezoned from UH-Urban Holding to PS-Public Service.

2. That the discretionary use application for a proposed planned group of dwellings located at Parcel Z in Phase 2 of the Hawkstone Subdivision be APPROVED subject to the following conditions:

    a. The development shall be consistent with the site plan and elevations in Appendices A-3.1-3.2.3 attached to this report.

    b. That pursuant to Section 18D.1.1 of the Zoning Bylaw, City Council waive the requirement to post a public notification sign on the subject lands, due to their remote location and the current unavailability of direct public access;

    c. The development shall comply with all applicable standards and regulations in Regina Zoning Bylaw No. 9250.

3. That the City Solicitor be directed to prepare the necessary amendment to *Regina Zoning Bylaw 9250*.

REGINA PLANNING COMMISSION – SEPTEMBER 13, 2012

The following addressed the Commission:

- Randy Pekar and Tim Hubbard, representing Pekarbilt Homes & Commercial; and
- Kevin Reese, representing Hawkstone Developments.

The Commission adopted a resolution to concur in the recommendation contained in the report.

Councillors: Michael Fougere and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Dallard LeGault, Mark McKee, Ron Okumura, Phil Selenski and Sherry Wolf were present during consideration of this report by the Regina Planning Commission.
The Regina Planning Commission, at its meeting held on September 13, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the application to amend *Regina Zoning Bylaw No. 9250* pertaining to lands within phase 2 of the Hawkstone subdivision in the Northwest Sector as shown in Appendix A-1, be APPROVED as follows:

    a. Proposed Parcel Z to be rezoned from UH-Urban Holding to R5-Residental Medium Density; and

    b. Proposed MR1 to be rezoned from UH-Urban Holding to PS-Public Service.

2. That the discretionary use application for a proposed planned group of dwellings located at Parcel Z in Phase 2 of the Hawkstone Subdivision be APPROVED subject to the following conditions:

    a. The development shall be consistent with the site plan and elevations in Appendices A-3.1-3.2.3 attached to this report.

    b. That pursuant to Section 18D.1.1 of the Zoning Bylaw, City Council waive the requirement to post a public notification sign on the subject lands, due to their remote location and the current unavailability of direct public access;

    c. The development shall comply with all applicable standards and regulations in Regina Zoning Bylaw No. 9250.

3. That the City Solicitor be directed to prepare the necessary amendment to *Regina Zoning Bylaw 9250*; and

4. That this report be forwarded to the October 9, 2012 City Council meeting to allow for sufficient time for the required public advertising of the proposed bylaw.

CONCLUSION

This report considers both the rezoning of the remainder of Hawkstone Phase 2 and a related discretionary use application for a planned group of (townhouse) dwellings. Both applications required further study due to proximity to a pipeline corridor and associated risks. The study determined that the proposals were within an acceptable level of risk.

The proposed townhouse development complies with the Zoning Bylaw and the Official Community Plan. The proposal is appropriately located within walking distance to transit and future commercial services and would expand the range of housing choice in the neighbourhood.

BACKGROUND

City Council approved the related rezoning of Hawkstone Phase 2A on April 30, 2012. At that time the remainder of Phase 2 was being withheld pending the outcome of a risk assessment

related to the pipeline corridor to the south of the subdivision. The Administration has reviewed and is satisfied with the results of the risk assessment and is bringing forward the remainder of Phase 2 for approval.

An application for discretionary use approval within the affected lands is also being brought forward for consideration. The subject property is within the Hawkstone Subdivision and adjacent to the Argyle Park/ Englewood Community Association.

The applications are being considered pursuant to *The Planning and Development Act, 2007, Regina Development Plan Bylaw No. 7877,* and *Regina Zoning Bylaw No. 9250.*

DISCUSSION

Applicant's Proposal

The applicant is proposing to rezone the remainder of Phase 2 of the Hawkstone Subdivision, which includes a 1.53ha site (Parcel Z) and a 0.12ha Municipal Reserve (MR1). Parcel Z would be rezoned to R5-Residential Medium Density and MR1 to PS-Public Service from UH-Urban Holding.

Discretionary Use Approval

The applicant proposes to construct a planned group of townhouse dwellings. In total there would be 71 units on a 1.53 ha site. Units 201-220 situated in the centre of the driveway loop would be three storeys with garage and utility space on the main level. The rest of the units are two storeys with surface parking to the front. In total there would be 148 stalls or more than two stalls per unit. Amenity areas would be provided adjacent to Elgaard Drive and at a central location within the development.

The proposed zoning of the property is R5-Residential Medium Density, in which a townhouse development is a discretionary use.

The surrounding land uses are the first and second phases of the Hawkstone subdivision to the east and north, respectively; a pipeline corridor to the immediate south; and future open space to the west to be developed at a later stage. There is also a future 15m wide open space linkage to the north of the subject property.

The proposed discretionary use conforms to all standards pertaining to a planned group of dwellings in the R5 Zone. Parking is provided for two stalls per dwellings where only one is required. Landscape and amenity space also exceeds the requirements in the Zoning Bylaw.

Risk Assessment

As the development is located immediately adjacent to a pipeline corridor, the Administration required submission of a qualitative and quantitative risk assessment before consideration of approval of the proposals. The study confirmed the proposed development was within an acceptable level of risk provided each unit has direct ground unit access and it was less than 50 dwellings per hectare. The study stipulated that a building form, such as an apartment, with shared access to the building would create elevated levels of risk. In this case each unit has multiple direct accesses to ground floor.

Official Community Plan

The proposal is supported by the following policies in the Housing Objectives section in Part A – Policy Plan of the *Regina Development Plan Bylaw No. 7877* (Official Community Plan):

- That the City should achieve a mix of housing types and densities to suit different lifestyles, income levels and special needs in existing and future neighbourhoods

The proposal responds to a high market demand for higher density residential development and accommodates a demographic that chooses not to purchase a single detached home. Backyard space, amenity space, and proximity to future open spaces and existing schools would likely attract families with children.

Part C-Northwest Sector Plan:

3.2 Residential Densities

1. To establish a residential pattern in new neighbourhoods that is highest near the arterial and collector roadways at the neighbourhood periphery and near commercial centres.

The proposal fronts a local street. However it is 150m from Rochdale Boulevard, which is a neighbourhood collector street and about 100m from Argyle Street, via a future neighbourhood park. The site is well within walking distance of future transit and commercial services. Traffic impacts on local streets would be limited to Elgaard Drive.

RECOMMENDATION IMPLICATIONS

Financial Implications

Capital funding to provide municipal infrastructure that is required for subdivision and development in the concept plan area will be the sole responsibility of the developer. The municipal infrastructure that is built and funded by the developer will become the City's responsibility to operate and maintain through future budgets.

Any infrastructure that is deemed eligible for Servicing Agreement Fee funding will be funded by the City of Regina in accordance with the *Administration of Servicing Agreements Fees and Development Levies* policy. The costs of water, sewer and storm drainage services are recovered through the utility charges.

Environmental Implications

The proposed high density residential development contributes to the overall objective of the Development Plan (OCP) to encourage a compact urban form.

The proposed development is located over the moderate sensitivity zone of the aquifer. Excavations should not exceed 4.5 m in depth according to the City's Zoning Bylaw.

Strategic Implications

The proposal is consistent with the policies pertaining to growth management in the Northwest Sector Plan.

Accessibility Implications

The applicant is required to provide a minimum of one accessible parking stall for residents/visitors on the site.

COMMUNICATIONS

The Administration notified the public through the following measures:

- Circulation of the application to the Argyle Park/ Engelwood Community Association; and
- Notice sent directly to owners and occupants of property in the vicinity.

The subject lands were not sign-posted due to their remoteness from surrounding urban development and the current unavailability of direct public access to the site. The Administration acknowledges that according to Section 18D.1.1 of the Zoning Bylaw, the authority to waive the sign-posting requirement rests exclusively with City Council. Although occurring after the fact, a recommendation has been provided for Council to waive this requirement.

The Community Association and Zone Board did not provide comment before the finalization of this report.

One person provided comment. This person indicated that the assessed value (property taxes) of their home should be reflected in the fact that their property would be interfacing a townhouse development instead of single family development.

In response, the Administration notes that the selling price and the assessed value of properties is not likely to decrease as a result of the development being constructed in proximity. The Administration acknowledges that some residents are concerned about proximity to multi-family residential, but is not aware of any evidence that such development will necessarily have a negative impact on surrounding property values. The potential impact in this regard cannot be determined conclusively in advance, but will be affected by the perceptions, experiences and resultant actions of individual households, over time. In addition, the concerned property owner has the option to appeal property tax assessment.

DELEGATED AUTHORITY

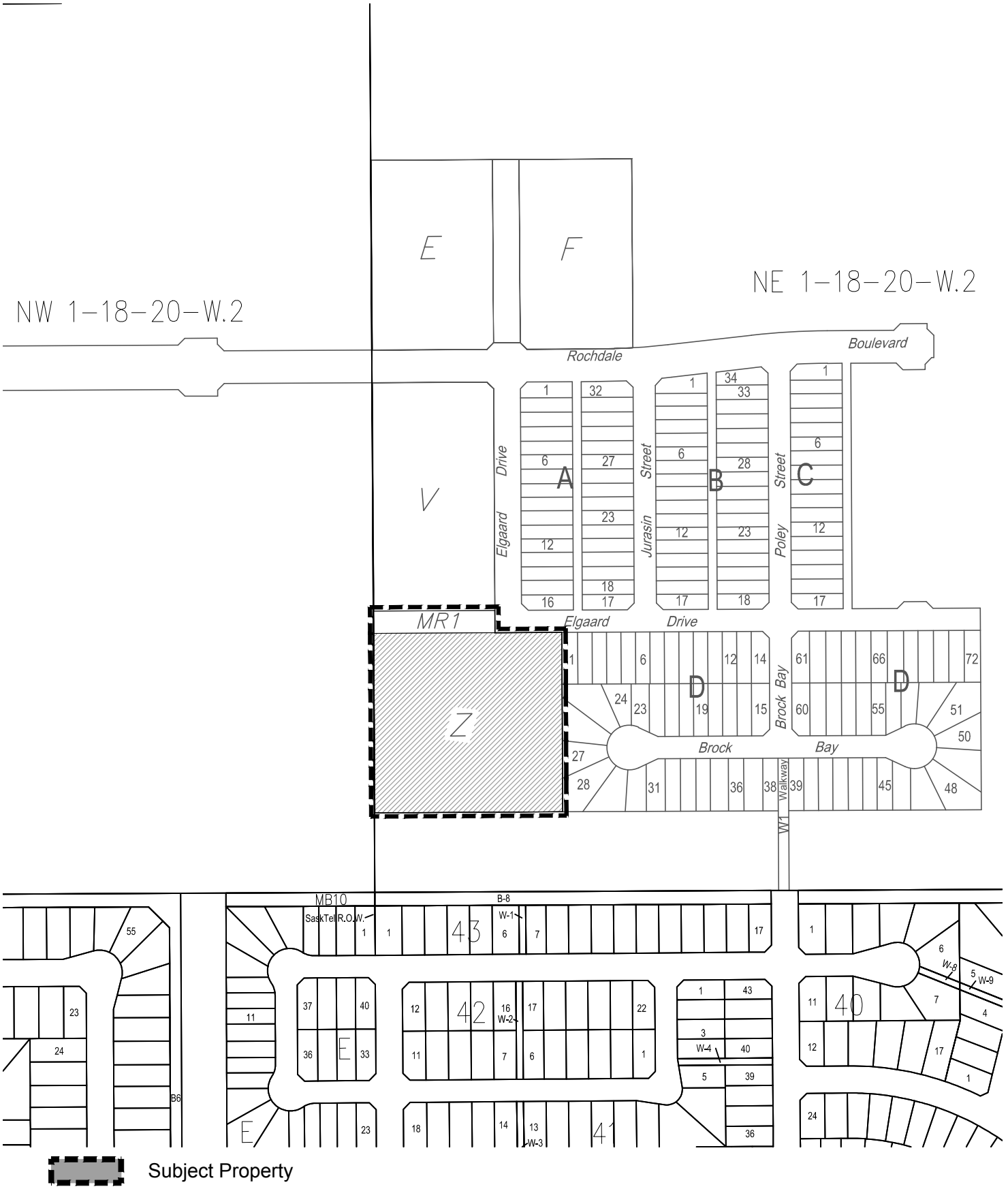
City Council's approval is required pursuant to Part V of *The Planning and Development Act, 2007.*

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary



Subject Property

Planning & Sustainability Department

REGINA Infinite Horizons | City of Regina

Project 12-DU-5 Civic Address/Subdivision Hawkstone PH2 E, F, V, & Z

File No. O:\UP\DWGS\DEVELOP\XX\2012\12-DU-5.dwg

Subject Property

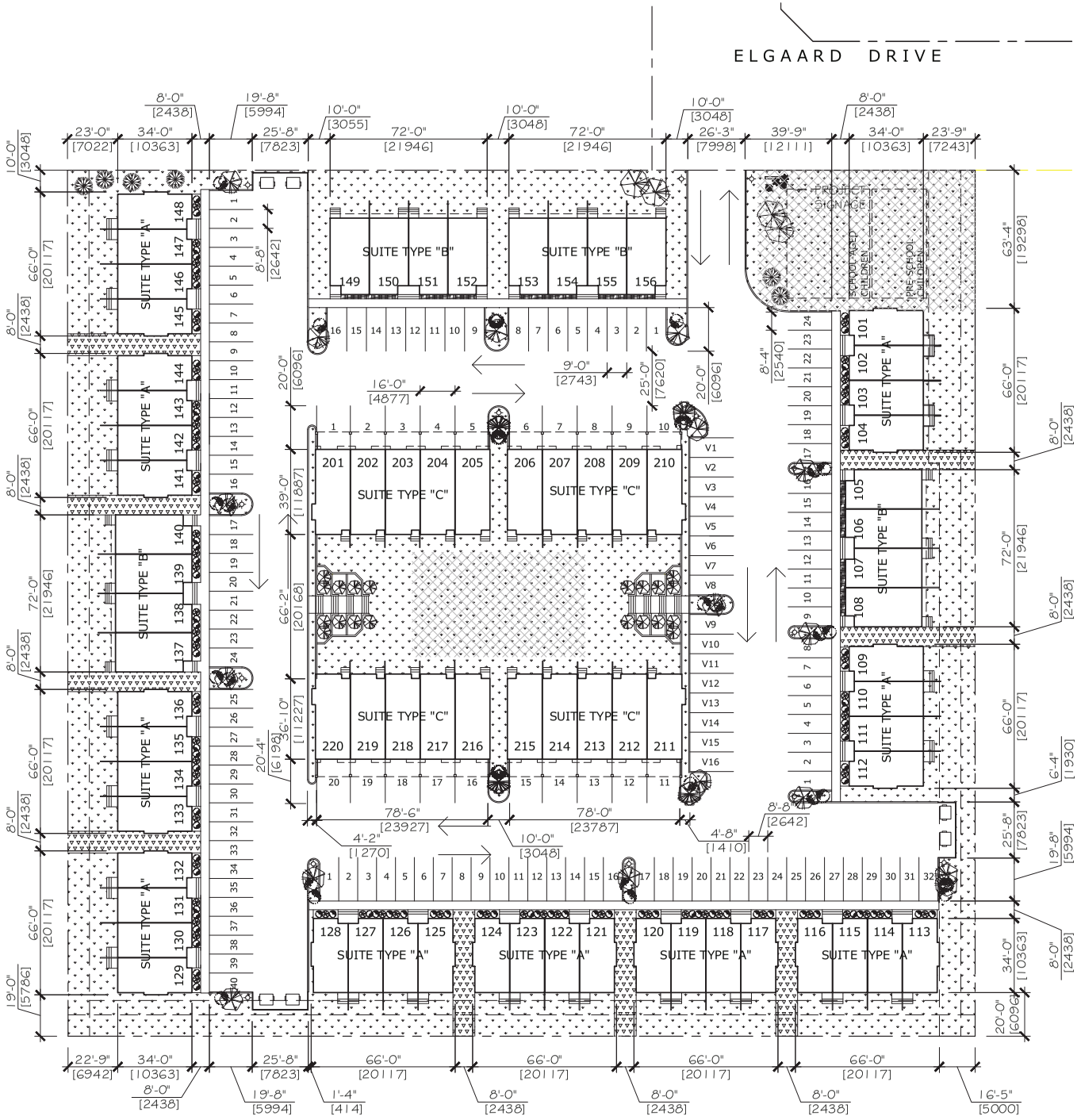
Date of Photography : 2009

REGINA Infinite Horizons | City of Regina

Planning and Sustainability Department

Project 12-DU-5 Civic Address/Subdivision Hawkstone PH2 E, F, V, & Z

File No. O:\UP\DWGS\DEVELOP\XX\2012\12-DU-5.dwg



PEKARBILT HOMES AND COMMERCIAL
420 McDonald Street
Regina, Saskatchewan S4N 6E1
Phone: (306) 347-5600 Fax: (306) 347-5601
www.pekarbilt.com

DISCLAIMER: We have reviewed this plan and understand the project will be built in accordance with these aggreements. We further agree there are no outstanding verbal commitments not documented on this signed page. Any changes from this date are subject to applicable mark-ups.

Signed: _____ Dated: _____

No.	Description	CO No.	Date
0	For Discretionary Use	-	15 JAN 12
1	For Discretionary Use	-	15 JUN 12

CLIENT
Bordeaux Condominiums

ADDRESS
Elgaard Drive
Hawkstone

DRAWING NAME
Site Plan

SCALE	1/32" = 1'-0"
DATE	15 JUN 12
DRAWN BY	SDH
CHECKED BY	
JOB NUMBER	12-03

DRAWING NUMBER
10

SUITE TYPE "A"
FRONT ELEVATION
SCALE: 3/32"=1'-0"

SUITE TYPE "A"
RIGHT ELEVATION
SCALE: 3/32"=1'-0"

SUITE TYPE "A"
REAR ELEVATION
SCALE: 3/32"=1'-0"

SUITE TYPE "A"
LEFT ELEVATION
SCALE: 3/32"=1'-0"

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Signed:_____ Dated: _____

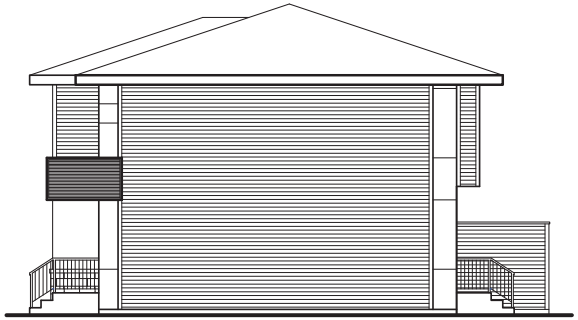
#	DATE	REVISION	CO#	#	DATE	REVISION	CO#
0	15 JAN 12	For Discretionary Use	-				
1	15 JUN 12	For Discretionary Use	-				

CLIENT: BORDEAUX CONDOMINIUMS
ADDRESS: ELGAARD DRIVE HAWKSTONE
DRAWING NAME: BUILDING A ELEVATIONS

DRAWN BY: SDH
SCALE: 3/32" = 1'-0"
DATE: 15 JUN 12
JOB NUMBER: 12-03

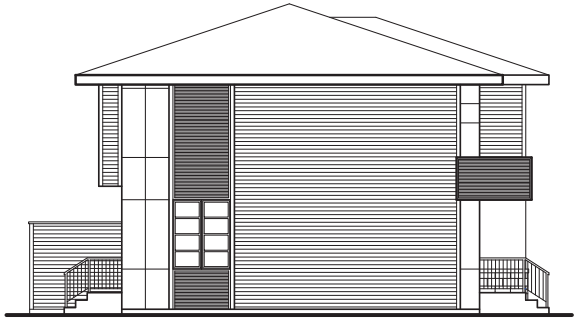
DRAWING NUMBER: 2

SUITE TYPE "B"
FRONT ELEVATION
SCALE: 3/32"=1'-0"



SUITE TYPE "B"
RIGHT ELEVATION
SCALE: 3/32"=1'-0"

SUITE TYPE "B"
REAR ELEVATION
SCALE: 3/32"=1'-0"



SUITE TYPE "B"
LEFT ELEVATION
SCALE: 3/32"=1'-0"

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Signed:_____ Dated: _____

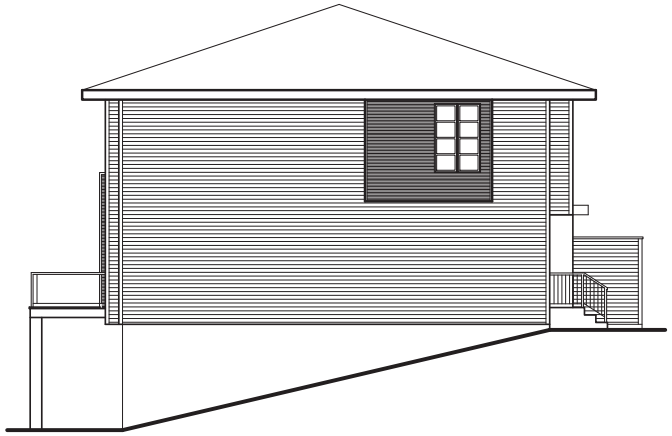
#	DATE	REVISION	CO#	#	DATE	REVISION	CO#
0	15 JAN 12	For Discretionary Use	-				
1	15 JUN 12	For Discretionary Use	-				

CLIENT BORDEAUX CONDOMINIUMS
ADDRESS ELGAARD DRIVE HAWKSTONE
DRAWING NAME BUILDING B ELEVATIONS

DRAWN BY SDH
SCALE 3/32" = 1'-0"
DATE 15 JUN 12
JOB NUMBER 12-03

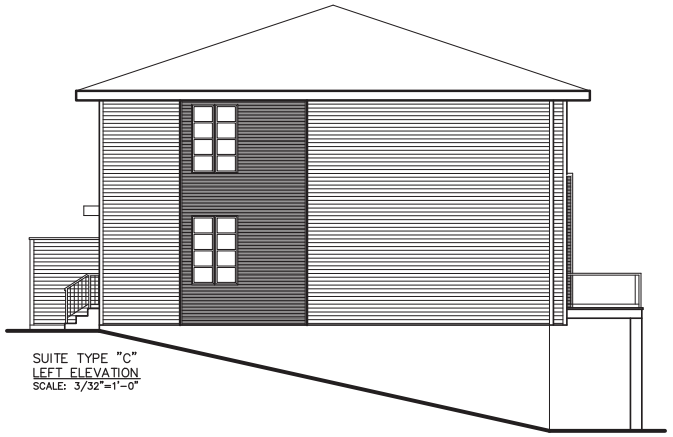
DRAWING NUMBER 5

SUITE TYPE "C"
FRONT ELEVATION
SCALE: 3/32"=1'-0"



SUITE TYPE "C"
RIGHT ELEVATION
SCALE: 3/32"=1'-0"

SUITE TYPE "C"
REAR ELEVATION
SCALE: 3/32"=1'-0"



SUITE TYPE "C"
LEFT ELEVATION
SCALE: 3/32"=1'-0"

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HOMES AND COMMERCIAL
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Regina, Saskatchewan S4N 6E1
Phone: (306) 347-5600 Fax: (306) 347-5601
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DISCLAIMER: We have reviewed this plan and understand the home will be built in accordance with these aggreements. We further agree there are no outstanding verbal commitments not documented on this signed page. Any changes from this date are subject to applicable mark-ups.

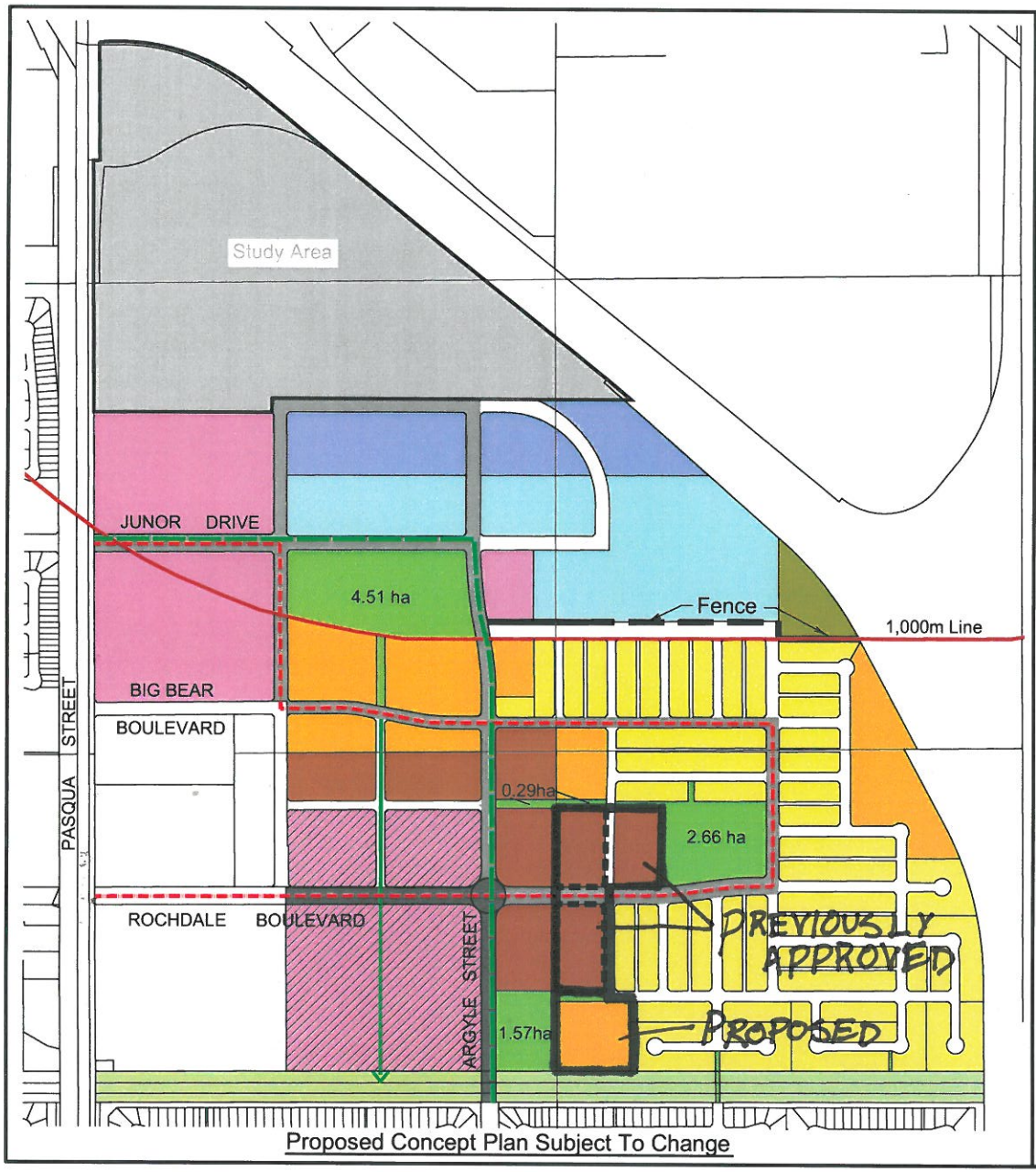
Signed:_____ Dated: _____

#	DATE	REVISION	CO#	#	DATE	REVISION	CO#
0	15 JAN 12	For Discretionary Use	-				
1	15 JUN 12	For Discretionary Use	-				

CLIENT BORDEAUX CONDOMINIUMS
ADDRESS ELGAARD DRIVE HAWKSTONE
DRAWING NAME BUILDING C ELEVATIONS

DRAWN BY SDH
SCALE 3/32" = 1'-0"
DATE 15 JUN 12
JOB NUMBER 12-03

DRAWING NUMBER 7



Proposed Concept Plan Subject To Change

Hawkstone

NW AREA 1 PROPOSED CONCEPT PLAN

N.1/2 Sec.1, S.1/2 & N.W.1/4 Sec.12 Twp.18 - Rge.20 - W.2 M.
Regina, Saskatchewan
Scale 1:7500

0 50 100 150 200 300 400 500 600 800 1000

LEGEND

1) Land Use

- Industrial
- Light Industrial
- Commercial
- High Density (>50 u/ha)
- Medium Density (>25 u/ha <50 u/ha)
- Low Density (<25 u/ha)
- Park
- Pipeline Corridor
- Utility
- Main Street
- Study Area

2) Linear And Structural Elements

- Main Roads
- Arterial Roads
- On Street Greenway
- 1000m Buffer Line
- Fence
- Potential Transit Route
- Pedestrian Route

3) Demographic Information

a) NUMBER OF DWELLING UNITS

SINGLE	535
MULTI	1080
TOTAL	1615

B) PROPOSED POPULATION - 4,235

C) PROJECTED SCHOOL POPULATION

ELEMENTARY:	968
P.E.S. (@ 60%)	581
S.E.S. (@ 40%)	387
SECONDARY:	322

4) Area

GROSS DEVELOPABLE AREA	166.34 ha
LOW DENSITY RESIDENTIAL	34.98 ha
MEDIUM DENSITY RESIDENTIAL	12.83 ha
HIGH DENSITY RESIDENTIAL	10.70 ha
COMMERCIAL	15.65 ha
PARK / GREENWAY	9.03 ha
UTILITY PARCEL	1.40 ha
LIGHT INDUSTRIAL	15.23 ha
INDUSTRIAL	7.45 ha
MAIN STREET	14.20 ha
STUDY AREA	33.91 ha
ARTERIAL ROADS	2.04 ha
MAIN ROADS	8.92 ha

FOCUS REGISTERED LAND SURVEYORS
FOCUS CORPORATION
DWG. NO. 010036062-SDTN03-R01
Previous Dwg. 010009603-130-CON10-3

The CREEKS
Connected to Nature

October 4, 2012

City of Regina
Office of the City Clerk
Queen Elizabeth II Court
2476 Victoria Avenue
Regina, Saskatchewan S4P 3C8

Dear Ms. Swidnicki:

RE: Bylaw No. 2012-81 – Proposed Zoning Bylaw Amendment for the Balance of The Creeks Concept Plan Area (12-Z-19)
Proposed Amendment to The Creeks Concept Plan (12-CP-9)

Attached is my presentation for the October 9, 2012 council meeting.

Sincerely,

Kevin Reese

Kevin Reese, CMA, CA
General Manager
The Creeks

Enclosure

The CREEKS
Connected to Nature

October 9, 2012

City of Regina
Queen Elizabeth II Court
2476 Victoria Avenue
Regina, Saskatchewan S4P 3C8

To His Worship the Mayor and Members of City Council:

RE: Bylaw No. 2012-81 – Proposed Zoning Bylaw Amendment for the Balance of The Creeks Concept Plan Area (12-Z-19)
Proposed Amendment to The Creeks Concept Plan (12-CP-9)

Good evening your Worship and Members of Regina City Council. My name is Kevin Reese and I am the General Manager for The Creeks.

This evening, we respectfully request Council's approval of a minor Concept Plan amendment, which allows for a number of items to move forward. They are:

- The purchase of a 2.032 ha parcel of land from the City that was acquired to accommodate the planned improvements to Chuka Creek Channel.
- A slight re-alignment of the collector road to improve the overall road network and calm traffic. This is a joint design effort between the City's traffic engineers, the parks department and us.
- A road closure, which is consistent with our original Concept Plan.

We are also requesting approval for all the remaining lands in The Creeks neighbourhood be rezoned to R1- Residential, which is consistent with our original Concept Plan.

I would like to thank the City Administration for their efforts in bringing the report forward to you for approval.

I would be pleased to answer any questions that you're Worship or Councillors may have regarding these applications.

Sincerely,

Kevin Reese

Kevin Reese, CMA, CA
General Manager

3251 Eastgate Drive, Regina, SK S4Z 1A4 · *Tel:* 306-522-2300 · *Fax:* 306-522-0608 · www.thecreeks.ca

CR12-146

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Applications for Concept Plan and Zoning Bylaw Amendments (12-CP-9; 12-Z-19) and Proposed Road Closure (12-CL-5) - Balance of The Creeks Concept Plan Area

RECOMMENDATION OF THE REGINA PLANNING COMMISSION - SEPTEMBER 13, 2012

1. That the proposed amendment to The Creeks Concept Plan, as depicted on Figure 1 and revised on August 16, 2012 (Appendix 3-1 to this report) be APPROVED.

2. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the lands as depicted on the plan of proposed zoning (Appendix 3-2), from UH - Urban Holding and FW - Floodway to R1 - Residential Detached and FW - Floodway, be APPROVED.

3. That the application for closure and sale of the road allowance as depicted on the attached plan of proposed road closure (Appendix 3-3) be APPROVED.

4. That the City Solicitor be directed to prepare the required Zoning Bylaw amendment and the bylaw to authorize closure and sale of the aforementioned road allowance.

REGINA PLANNING COMMISSION – SEPTEMBER 13, 2012

Kevin Reese, representing The Creeks, addressed the Commission.

The Commission adopted a resolution to concur in the recommendation contained in the report.

Councillors: Michael Fougere and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Dallard LeGault, Mark McKee, Ron Okumura, Phil Selenski and Sherry Wolf were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on September 13, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the proposed amendment to The Creeks Concept Plan, as depicted on Figure 1 and revised on August 16, 2012 (Appendix 3-1 to this report) be APPROVED.

2. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the lands as depicted on the plan of proposed zoning (Appendix 3-2), from UH - Urban Holding and FW - Floodway to R1 - Residential Detached and FW - Floodway, be APPROVED.

3. That the application for closure and sale of the road allowance as depicted on the attached plan of proposed road closure (Appendix 3-3) be APPROVED.

4. That the City Solicitor be directed to prepare the required Zoning Bylaw amendment and the bylaw to authorize closure and sale of the aforementioned road allowance.

5. That this report be forwarded to the October 9, 2012 meeting of City Council to allow sufficient time for advertising of the required public notices for the subject concept plan and Zoning Bylaw amendments and for the proposed road closure.

CONCLUSION

The proposed amendment to The Creeks Concept Plan will provide for inclusion of a 2.032 hectare (ha) portion of land that is currently owned by the City, which will be subdivided, purchased by the applicant and further subdivided to accommodate low-density residential development. The amendment will also allow for a minor re-alignment of the proposed collector street, as well as redesign of the local street layout and any further adjustments that may be required as further subdivision proceeds over time.

The proposed rezoning of lands that form the balance of the concept plan area, to R1 - Residential Detached, will accommodate low density residential development in accordance with the concept plan. The FW - Floodway Zone designation that currently applies within the Chuka Creek floodplain along the south-easterly edge of The Creeks will remain in place.

A subsequent Zoning Bylaw amendment will be required to allow for the dedication of the identified "pocket park" as Municipal Reserve, which will be rezoned to PS - Public Service when its precise location and configuration have been established as part of a future subdivision of the affected lands. As well, lands to be dedicated as Environmental Reserve that will contain the Chuka Creek floodway will be rezoned to PS in conjunction with the related subdivision of the affected lands.

The proposed closure and sale of the road allowance is contemplated under the current concept plan. The applicant will ensure that alternate legal and physical access is provided to land within the NE ¼ of Section 3-17-19 W2M, which is situated to the west of The Creeks and south of the Wascana View subdivision, within the Rural Municipality of Sherwood No. 159.

BACKGROUND

Applications have been received for a minor amendment to The Creeks Concept Plan and for rezoning of the remaining lands within the concept plan area that have not been subject to previous approved rezoning and subdivision applications. A request has also been made for the closure of the remaining road allowance that is situated along the west side of the concept plan area.

The Creeks Concept Plan was originally approved by City Council on July 23, 2007 and most recently amended on May 30, 2011.

These applications are being considered pursuant to *Regina Development Plan Bylaw No. 7877* (Regina's Official Community Plan, or OCP), *Regina Zoning Bylaw No. 9250*, *The Planning and Development Act, 2007* and *The Cities Act*.

A related subdivision application is being considered by the Administration in accordance with Bylaw No. 2003-3, by which subdivision approval authority has been delegated to the Development Officer.

DISCUSSION

Proposed Concept Plan Amendment

The applicant has negotiated the purchase of a 2.032 ha (5 acre) portion of City-owned land in Legal Subdivision (LSD) 12, within the NW ¼ of Section 2-17-19 W2M. LSD 12 was acquired by the City in 2011 to accommodate planned improvements to the Chuka Creek channel. The subject property is located adjacent to the existing southern limit of The Creeks Concept Plan area. As such, an amendment is required to include this property within the concept plan and allow for its further subdivision and development.

The subject property is not located within the FW - Floodway Zone, but is situated within the floodplain. In consultation with a qualified professional engineer with expertise in local floodway management, the applicant has determined that the elevation of the property can be raised to meet or exceed the 1:500 design flood elevation (i.e., the upper limit of the floodplain). As such, the property is suitable for low-density residential development, Compliance with the flood-proofing standards applicable to properties located within the FF - Floodway Fringe Overlay Zone would only be required if development occurred below the design flood elevation. Formal confirmation of whether or not the overlay zone needs to be applied to any portion of the subject property will be required in conjunction with an application for its further subdivision.

An amendment to the concept plan is also required to accommodate a proposed re-alignment of the looped collector road, as well as a redesign of the layout of local residential streets and a westward shift in the location of the future "pocket park." It is noted that the current concept plan (Appendix 3-0) identifies a defined layout for the local residential street system.

Consistent with the original 2007 concept plan, the proposed amendment will remove that level of detail to allow for minor adjustments as further subdivision of the lands proceeds over time.

The current concept plan projects a total population of 2,100 at full build-out. The applicant has indicated that the additional property can accommodate 23 detached dwellings, corresponding to an increase of 64 residents and an estimated total population of 2,164 for The Creeks. This relatively small population increase can be accommodated by the municipal infrastructure that will be developed for the concept plan area.

Proposed Zoning Bylaw Amendment

The applicant also proposes to rezone all of the remaining lands within The Creeks Concept Plan area, including the aforementioned land acquisition, from UH - Urban Holding to R1 - Residential Detached. This proposal is not tied to a specific, corresponding phase of subdivision, but rather constitutes a form of transitional zoning that corresponds to the intended development of the subject lands for low-density housing. As such, it will be consistent with the amended concept plan.

It is noted that the affected portion of the concept plan area includes the future pocket park, which will require dedication as Municipal Reserve and rezoning to PS - Public Service when it is included in a subsequent subdivision of the affected lands. The concept plan also recognizes the Chuka Creek floodplain along its south-eastern edge, which includes the defined floodway that is already zoned FW - Floodway. That special zone designation will continue to apply in conjunction with the R1 Zone designation, as is contemplated under the Zoning Bylaw. When the affected lands are further subdivided, the lands encompassing the floodway will be dedicated as Environmental Reserve, which will be rezoned from R1 to PS - Public Service while still retaining the FW Zone designation.

Proposed Road Closure

The applicant has also requested legal closure of the north/south road allowance that extends along the west side of the subject lands to the south of Wascana Gate East, as shown on the attached plan of proposed road closure (Appendix 4). This closure is contemplated under the concept plan. The parcel resulting from the closure will be further subdivided to allow for sale and transfer by the City to SaskPower of a 5m to 6m wide strip that runs along its west side, which will accommodate the corporation's existing facilities. The remaining portions of the road allowance will be sold and transferred to the applicant and consolidated with adjacent parcels, which will allow for their development in accordance with the concept plan.

It is noted that the road allowance currently provides physical access to that portion of the NE ¼ of Section 3-17-19 W2M which is situated to the west of The Creeks, to the south of the Wascana View subdivision and to the north and east of Wascana Creek, within the R.M. of Sherwood. In order to maintain legal and physical access to that property, the applicant proposes to dedicate and develop a road right-of-way that will extend south-westerly from a street (Sage Crescent) which is contained within the recently approved Phase 4 subdivision of The Creeks.

RECOMMENDATION IMPLICATIONS

Financial Implications

There are no immediate implications associated with the proposed concept plan and Zoning Bylaw amendments.

Capital funding to provide municipal infrastructure that is required for future subdivision and development in the concept plan area will be the sole responsibility of the developer. The municipal infrastructure that is built and funded by the developer will become the City's responsibility to operate and maintain through future budgets. Any infrastructure that is deemed eligible for Servicing Agreement Fee funding will be funded by the City of Regina in accordance with the *Administration of Servicing Agreements Fees and Development Levies* policy. The costs of water, sewer and storm drainage services are recovered through the utility charges.

The proposed sale of the closed road allowance will generate total revenues of $42,302.00 (i.e., $25,648.00 from the applicant and $16,654.00 from SaskPower).

Environmental Implications

The applicant's proposal is pursuant to an approved concept plan that is required to conform to the policies of the OCP, the fundamental principles of which are:

- to promote a sustainable community and encourage development that contributes to maintenance or improvements to the quality of urban life; and
- to ensure that development occurs in a cost efficient, environmentally responsible and socially equitable manner.

Strategic Implications

The proposal is consistent with the policies pertaining to growth management in the Southest Sector Plan.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Community Input

The lands affected by the proposed rezoning were sign-posted on July 12, 2012 and the applicant's proposal was circulated to the Arcola East Community Association and the East Zone Board. Comments were not received from either organization prior to the finalization of this report.

Other Agencies

The applicant's proposal was circulated to the Public and Separate School Boards for review and comment. Both boards have indicated in writing that they have no concerns.

The proposal was also circulated to the R.M of Sherwood, which did not provide a response prior to the finalization of this report.

Public Notice of Proposed Concept Plan/Zoning Bylaw Amendments and Road Closure

Subject to concurrence with the recommendations contained in this report, public notice of the proposed concept plan and Zoning Bylaw amendments will be published in the Leader-Post on September 22 and 29, 2012, in accordance with Section 207 of *The Planning and Development Act, 2007*.

Public notice of the proposed road closure will be provided in accordance with Section 81 of *The Cities Act* and *The Public Notice Policy Bylaw* (Bylaw No. 2003-8), including one publication in the Leader-Post, in order to allow for City Council's consideration of the required authorizing Bylaw at its meeting on October 9, 2012.

DELEGATED AUTHORITY

City Council's approval of concept plan and Zoning Bylaw amendments is required pursuant to Parts IV and V, respectively, of *The Planning and Development Act, 2007*.

City Council's approval of the proposed road closure is required pursuant to Section 13 of *The Cities Act*.

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

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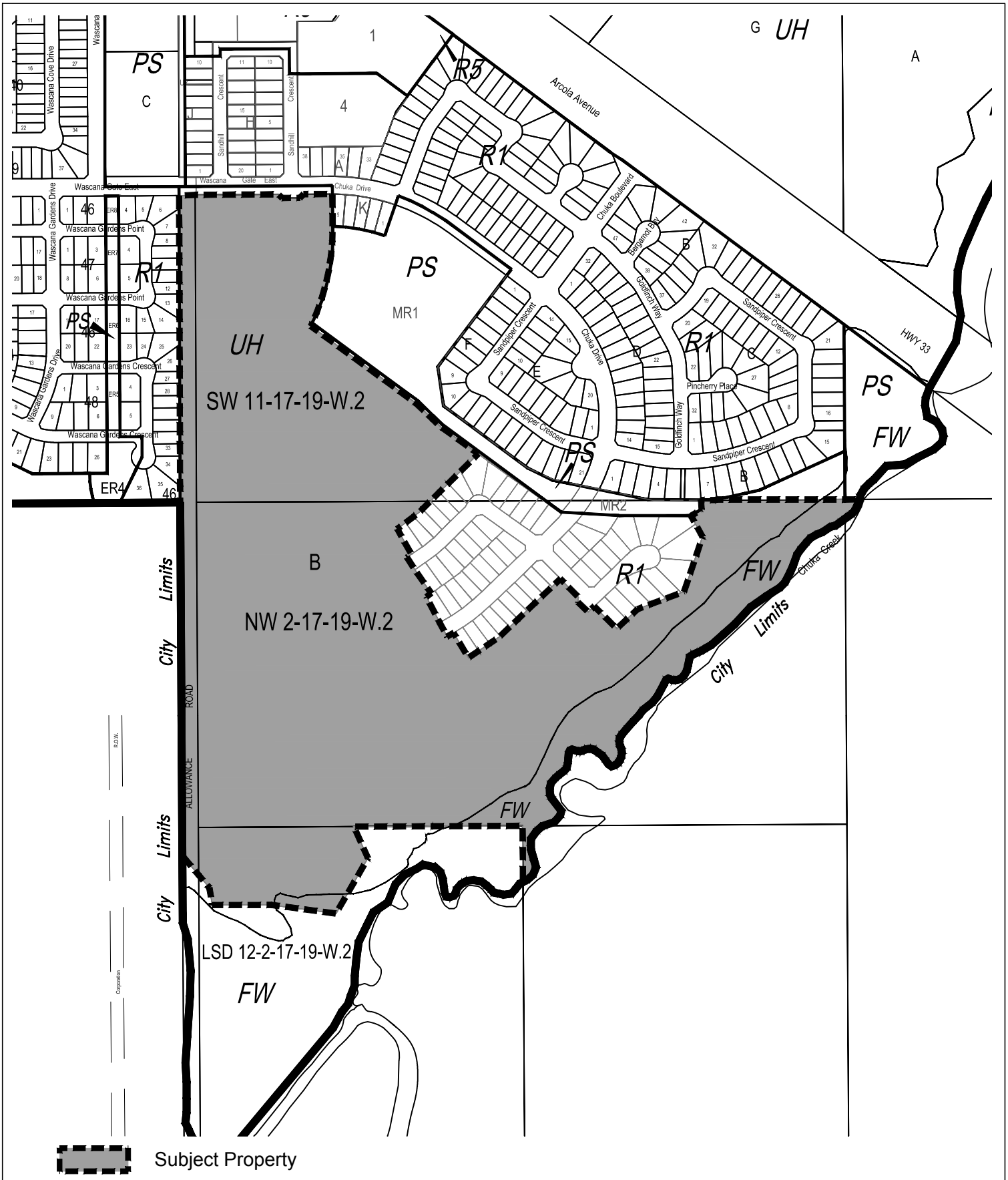

Planning & Sustainability Department

REGINA Infinite Horizons | City of Regina

Project 12-Z-19 Civic Address/Subdivision Balance of the Creeks

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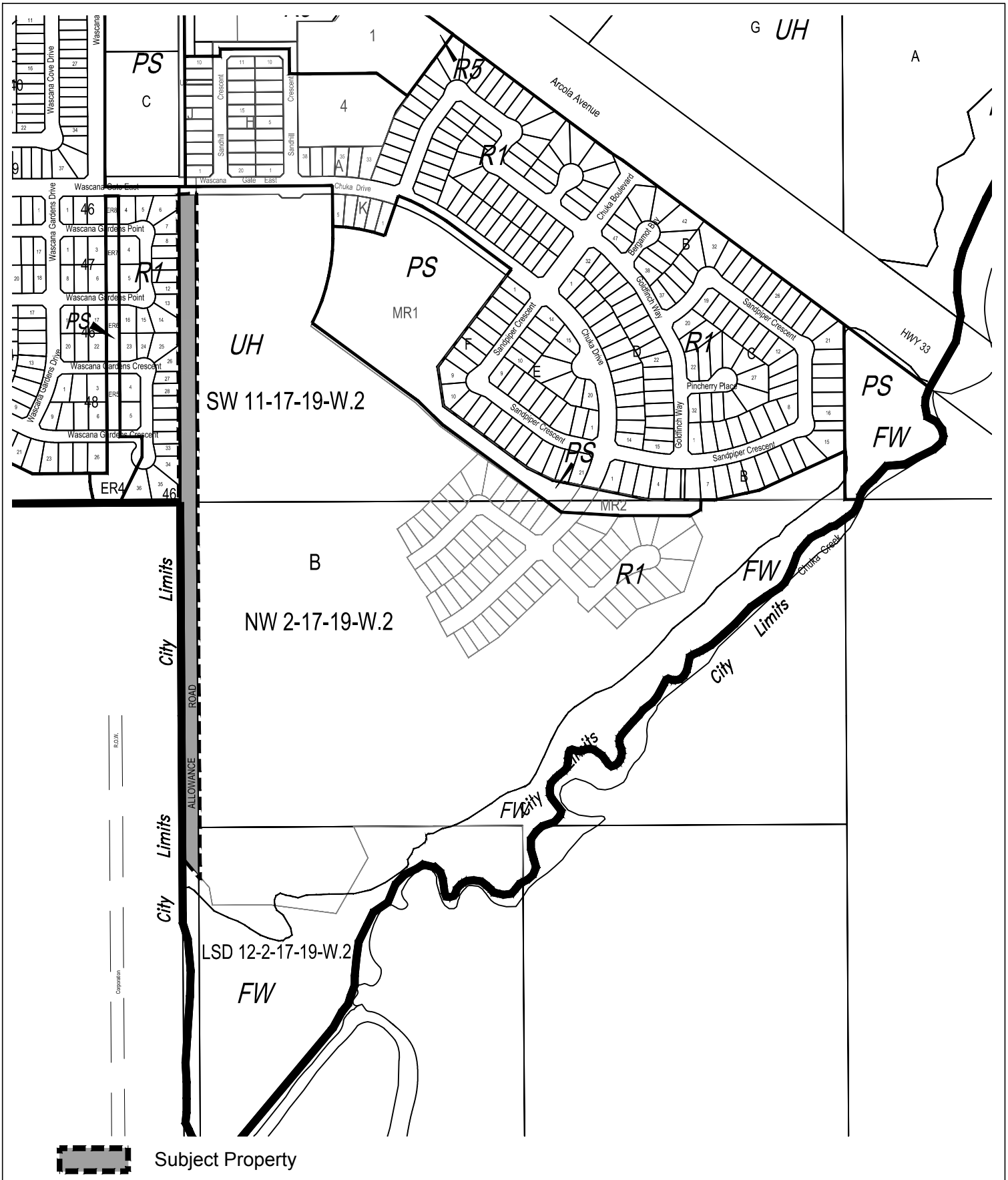
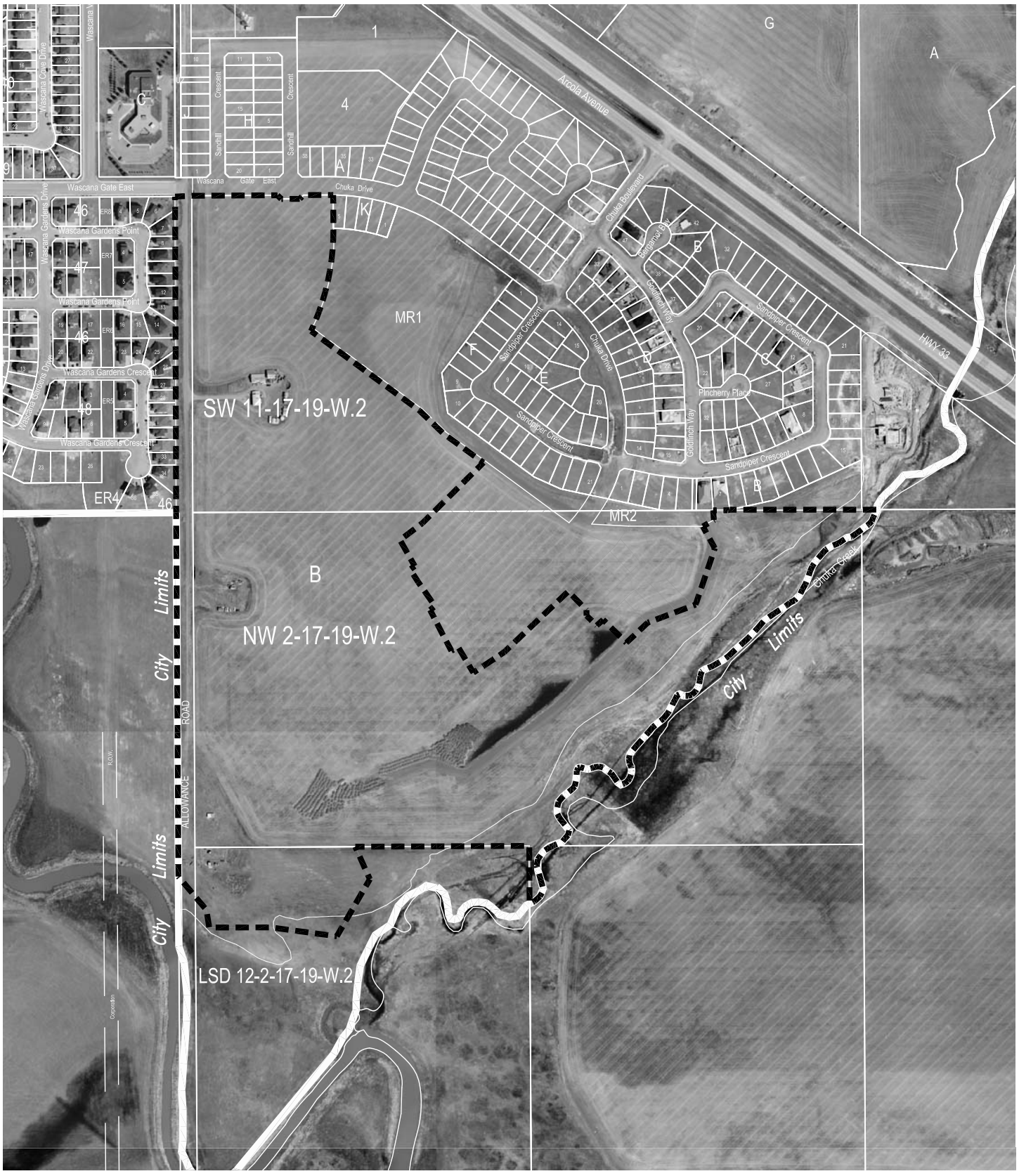


Planning & Sustainability Department

REGINA Infinite Horizons | City of Regina

Project 12-CL-5 Civic Address/Subdivision Balance of the Creeks / Road Closure

File No. O:\UP\DWGS\DEVELOP\CL\2012\12-CL-5.dwg



Subject Property

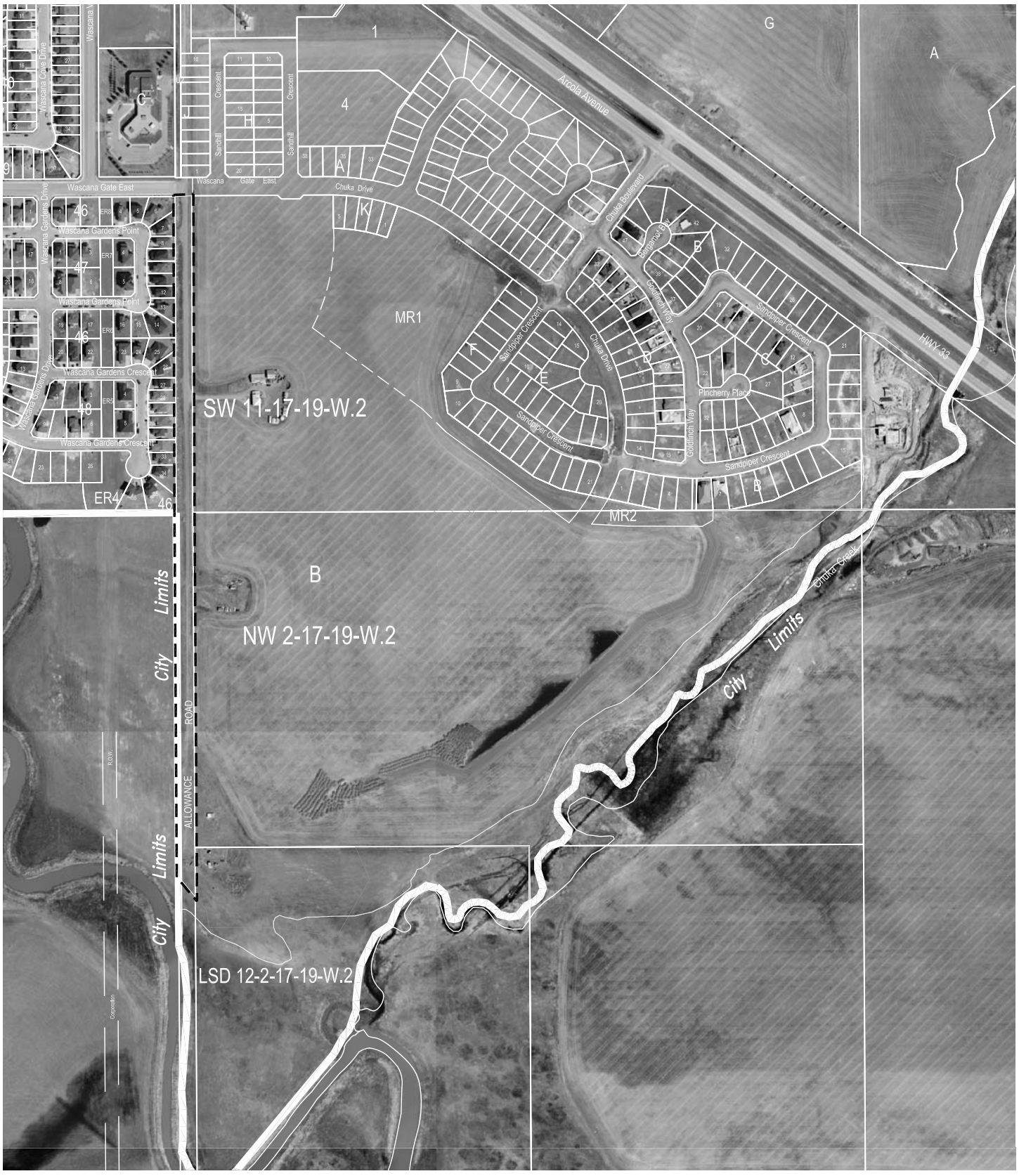
Date of Photography : 2009

REGINA Infinite Horizons | City of Regina

Planning and Sustainability Department
Planning & Development Division

Project 12-Z-19 Civic Address/Subdivision Balance of the Creeks

File No. O:\UP\DWGS\DEVELOP\Z\2012\12-Z-19.dwg



Subject Property

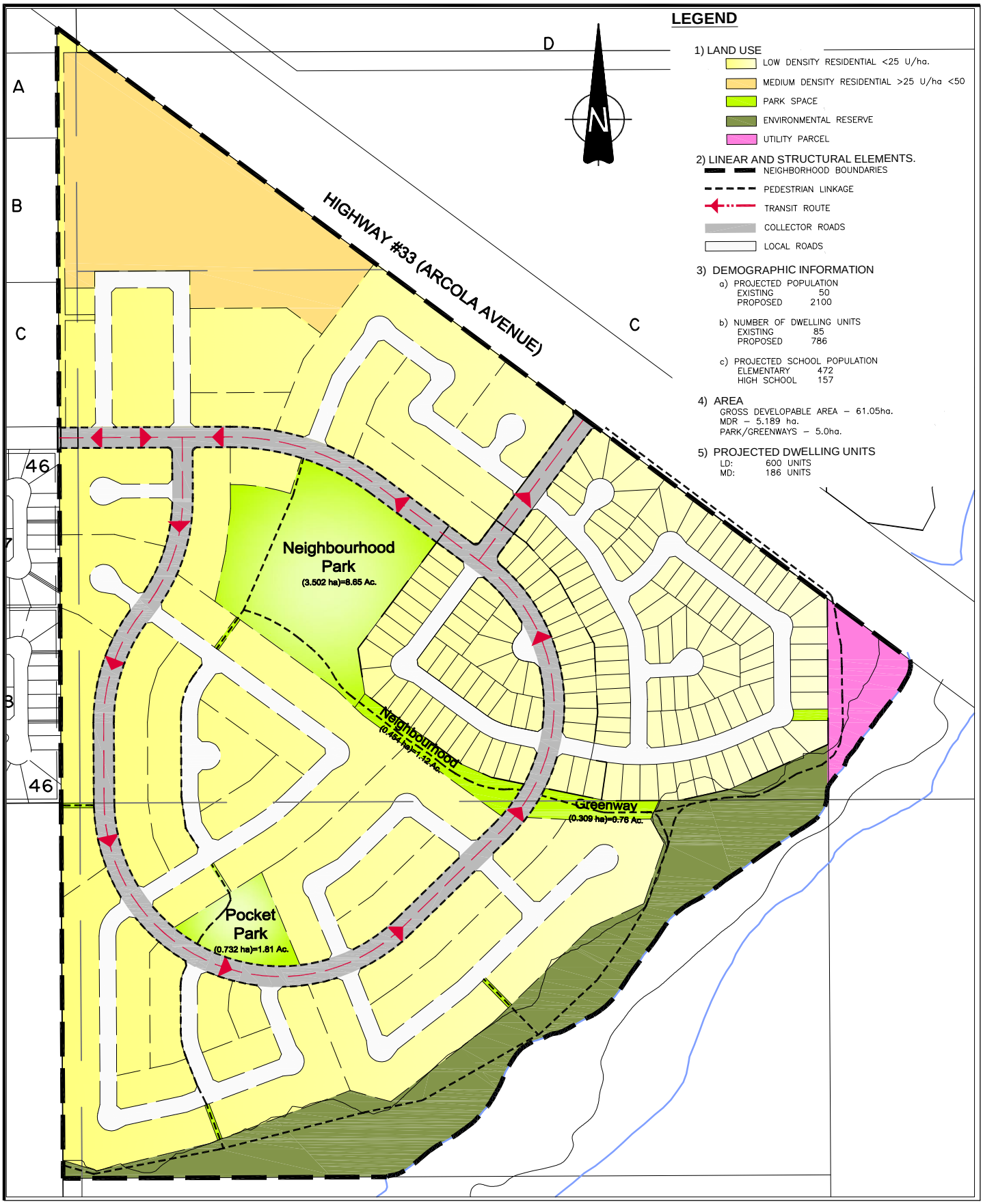
Date of Photography : 2009

REGINA Infinite Horizons | City of Regina

Planning and Sustainability Department
Planning & Development Division

Project 12-CL-5 Civic Address/Subdivision Balance of the Creeks / Road Closure

File No. O:\UP\DWGS\DEVELOP\CL\2012\12-CL-5.dwg



PROJECT No. 20074260
DATE: 2007/05/18
APPROVED: TKW
SCALE: NTS
DWG. No. FIGURE 2
Rev.: 2011/01/10 by Focus Corporation

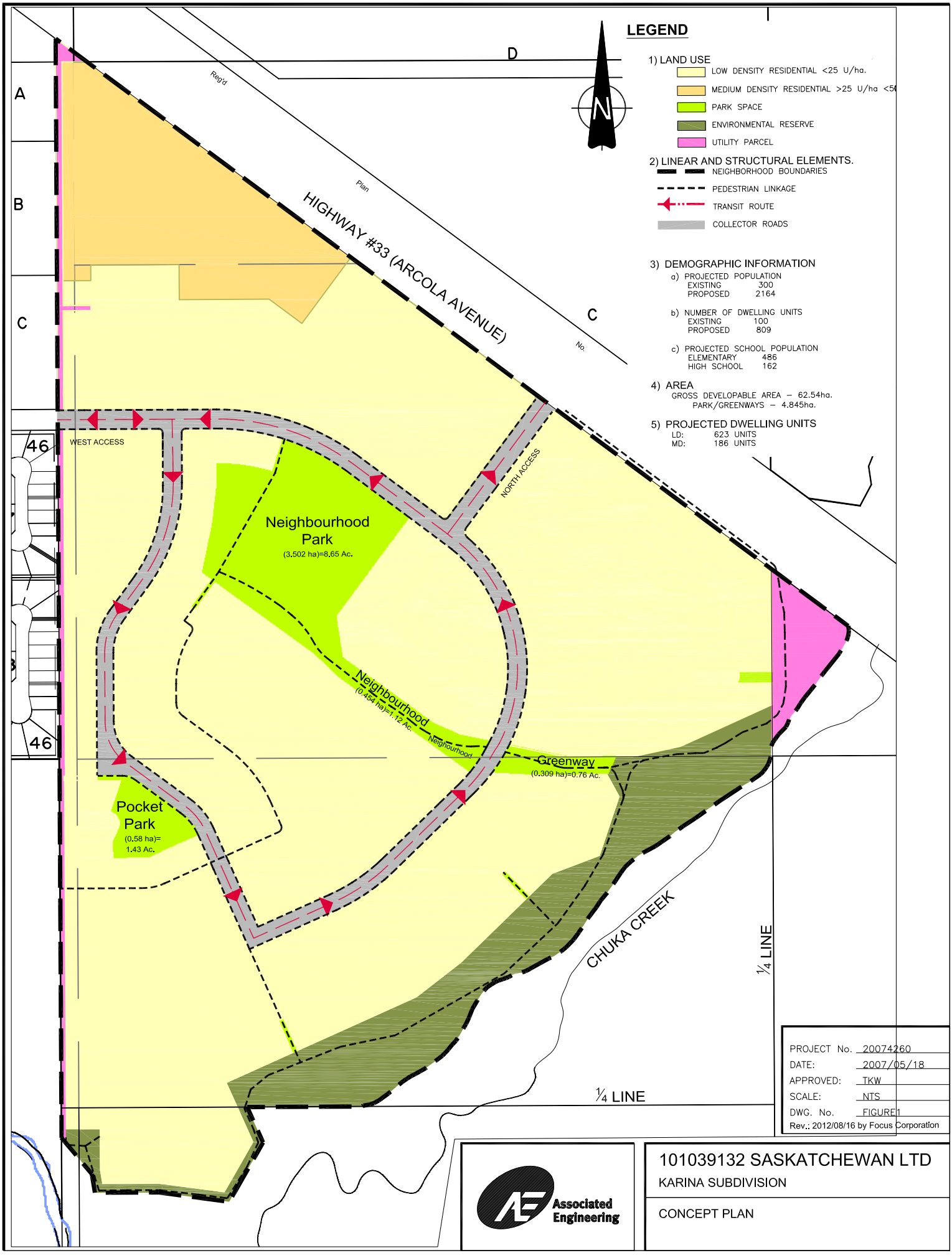
Associated Engineering

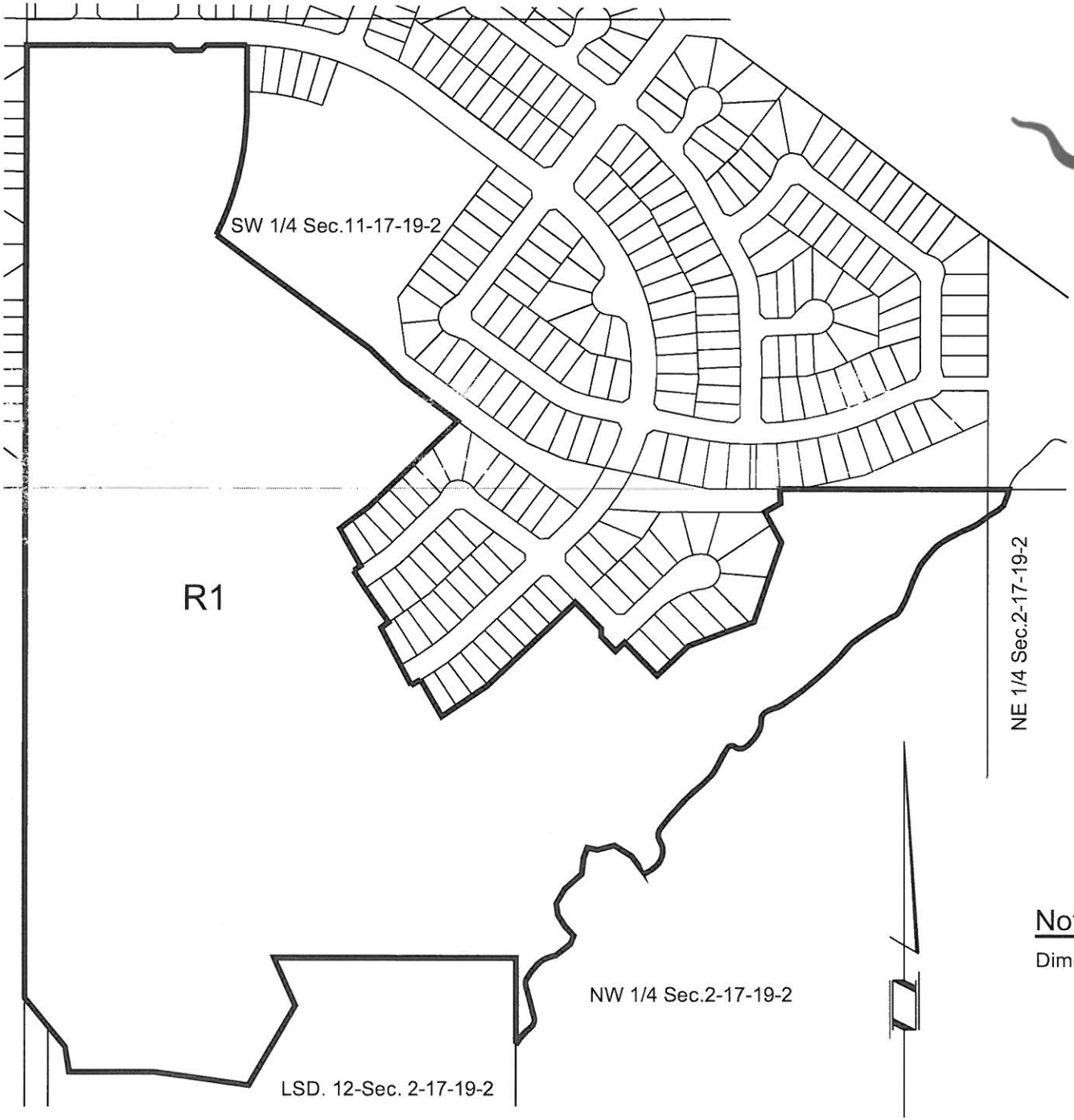
101039132 SASKATCHEWAN LTD.

KARINA SUBDIVISION

CONCEPT PLAN

WITH STREET LAYOUT


LEGEND
1) LAND USE
LOW DENSITY RESIDENTIAL <25 U/ha.
MEDIUM DENSITY RESIDENTIAL >25 U/ha <5
PARK SPACE
ENVIRONMENTAL RESERVE
UTILITY PARCEL
2) LINEAR AND STRUCTURAL ELEMENTS.
NEIGHBORHOOD BOUNDARIES
PEDESTRIAN LINKAGE
TRANSIT ROUTE
COLLECTOR ROADS
3) DEMOGRAPHIC INFORMATION
a) PROJECTED POPULATION
EXISTING 300
PROPOSED 2164
b) NUMBER OF DWELLING UNITS
EXISTING 100
PROPOSED 809
c) PROJECTED SCHOOL POPULATION
ELEMENTARY 486
HIGH SCHOOL 162
4) AREA
GROSS DEVELOPABLE AREA – 62.54ha.
PARK/GREENWAYS – 4.845ha.
5) PROJECTED DWELLING UNITS
LD: 623 UNITS
MD: 186 UNITS
N
HIGHWAY #33 (ARCOLA AVENUE)
WEST ACCESS
NORTH ACCESS
Neighbourhood Park
(3.502 ha)=8.65 Ac.
Neighbourhood
(0.454 ha)=1.12 Ac.
Greenway
(0.309 ha)=0.76 Ac.
Pocket Park
(0.58 ha)=
1.43 Ac.
CHUKA CREEK
¼ LINE
¼ LINE
PROJECT No. 20074260
DATE: 2007/05/18
APPROVED: TKW
SCALE: NTS
DWG. No. FIGURE1
Rev.: 2012/08/16 by Focus Corporation
Associated Engineering
101039132 SASKATCHEWAN LTD
KARINA SUBDIVISION
CONCEPT PLAN



The CREEKS
Connected to Nature

Plan Showing PROPOSED ZONING of part of LSD 12 Sec.2, and part of the Road Allowance West of LSD 12 Sec.2, part of the Road Allowance West of the S.W.1/4 Sec.11, part of Parcel B, Plan No. 101929530 and the Road Allowance West of Parcel B, Plan No. 101929530 Twp.17 Rge.19 W.2 Mer. Regina, Saskatchewan

2012

Scale 1:5000

Notes

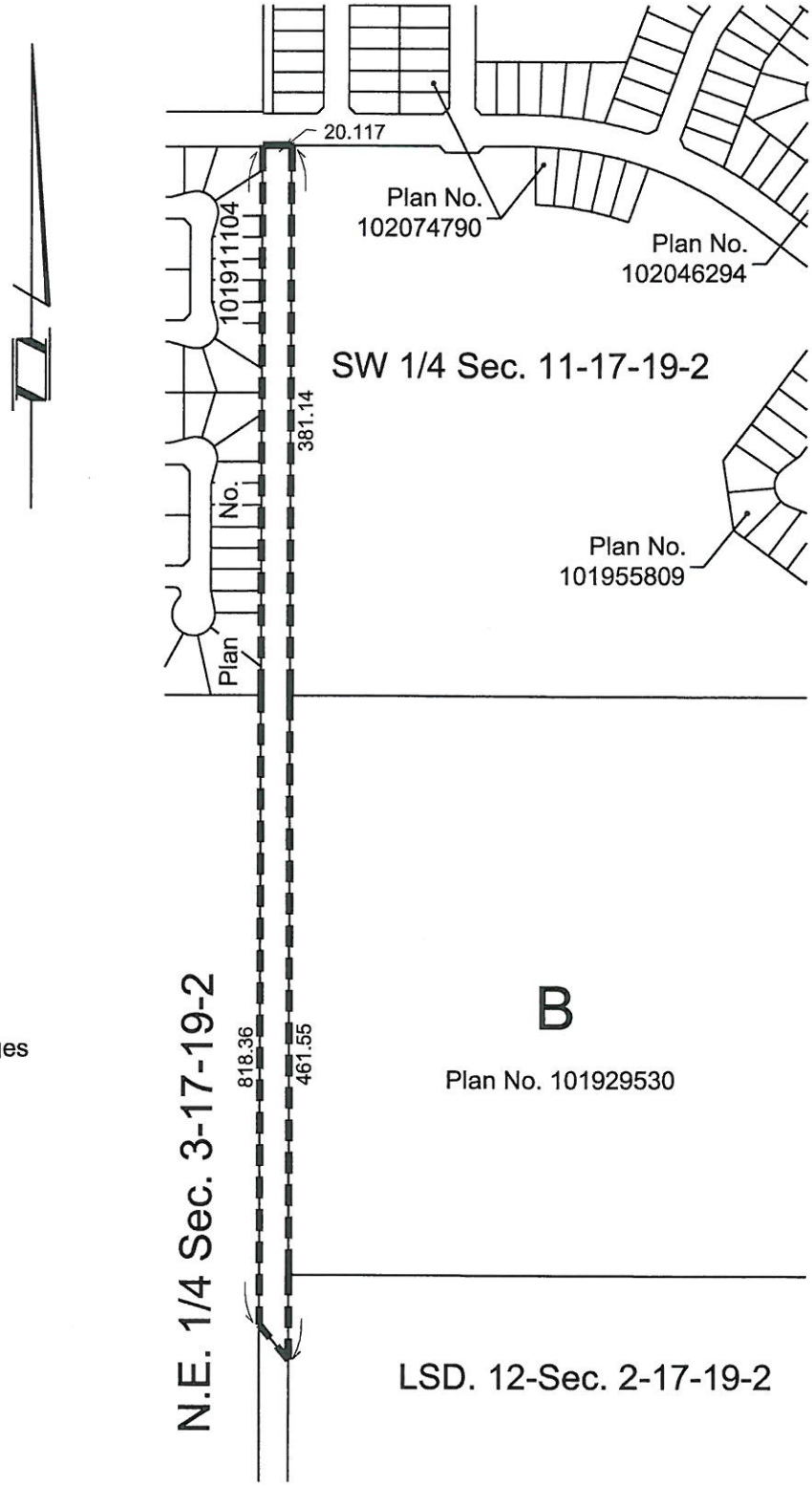
Dimensions are in metres and decimals thereof.

FOCUS CORPORATION
REGISTERED LAND SURVEYORS

DWG. N0. 010036190-SDTN01-R02-Zoning

Plan Showing PROPOSED ROAD CLOSURE of the Road Allowance West of LSD 12 Sec.2 and the Road Allowance West of S.W.1/4 Sec.11 and the Road Allowance West of Parcel B, Plan No. 101929530 Twp.17 Rge.19 W.2 Mer. Regina, Saskatchewan 2012

Scale 1:5000



Notes

Measurements are in metres and decimals thereof.
Area to be approved is outlined with a heavy dashed line and contains approximately 1.67 hectares.
Dimensions are approximate and are subject to changes up to ±15m at the time of legal survey.

Dated at Regina in the
Province of Saskatchewan
This 21st day of June, 2012.

Guy Craig, S.L.S.
Saskatchewan Land Surveyor

FOCUS CORPORATION
REGISTERED LAND SURVEYORS

DWG. NO. 010036190-SDTN02-R01

Hawkstone
LIVING SMART

October 4, 2012

City of Regina
Office of the City Clerk
Queen Elizabeth II Court
2476 Victoria Avenue
Regina, Saskatchewan S4P 3C8

Dear Ms. Swidnicki:

RE: Bylaw No. 2012-83 – Proposed Zoning Bylaw Amendment – 12-Z-18
Hawkstone Phase 3, Hawkstone Subdivision and Proposed Concept Plan Amendment – 12-CP-7 – Part of NE ¼ 1-18-20 W2W

Attached is my presentation for the October 9, 2012 council meeting.

Sincerely,

Kevin Reese

Kevin Reese, CMA, CA
General Manager
Hawkstone Developments Ltd.

Enclosure

Hawkstone
LIVING SMART

October 9, 2012

City of Regina
Queen Elizabeth II Court
2476 Victoria Avenue
Regina, Saskatchewan S4P 3C8

To His Worship the Mayor and Members of City Council:

RE: Bylaw No. 2012-83 – Proposed Zoning Bylaw Amendment – 12-Z-18
Hawkstone Phase 3, Hawkstone Subdivision and Proposed Concept Plan Amendment – 12-CP-7 – Part of NE ¼ 1-18-20 W2W

Good evening your Worship and Members of Regina City Council. My name is Kevin Reese and I am the General Manager for Hawkstone Developments.

This evening, we respectfully request Council's approval of a minor concept plan amendment and rezoning for Hawkstone Phase 3. When we appeared before council in the spring of this year, we indicated at that time that we would be coming forward with a request to approve amendments to the concept plan to allow for higher density parcels, thus allowing more rental apartments to be built. This will add more units to the City's available rental pool and help alleviate some pressure caused by our low rental vacancy rates. We are also adding some R2 – Residential Semi-detached lots to our concept plan. These types of units are in high demand and allow for a more affordable housing form.

It was interesting to learn that during the recent infrastructure summit, an award was presented for a neighbourhood design. Some of the key components of that design are a return to a grid pattern, more density, a mix of housing forms and a walkable community. Our Hawkstone plan is a living example of this type of neighbourhood design. We respectfully request that you approve our concept plan amendment and rezoning application.

I would like to thank the City Administration for their efforts in bringing the report forward to you for approval. I would be pleased to answer any questions that you're Worship or Councillors may have.

Sincerely,

Kevin Reese

Kevin Reese, CMA, CA
General Manager

CR12-147

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Application for Zoning Bylaw and Concept Plan Amendment (12-Z-18/12-CP-7) - Hawkstone Phase 3, Hawkstone Subdivision

---

RECOMMENDATION OF THE REGINA PLANNING COMMISSION - SEPTEMBER 13, 2012

1. That the application to amend the Hawkstone Concept Plan, as depicted on the attached Revised Concept Plan in Appendix 3.2 be APPROVED;

2. That the application to rezone the lands (Part of NE ¼ 1-18-20 W2M) as shown on the shaded portion of the attached plan of proposed subdivision be APPROVED as follows:

    a. All lots in Blocks N, M, G and lots 1-28 in Block H be rezoned from UH – Urban Holding to R2 – Residential Semi-detached;
    b. Parcels R and S be rezoned from UH to R5 – Medium Density Residential;
    c. Parcels T, W and Y to be rezoned from UH to R6 – Residential Multiple Housing;
    d. All lots in Blocks C, J, D, K, L, and lots 29-51 in Block H be rezoned from UH to DCD12-Suburban Narrow-Lot Residential; and
    e. Parcel MR2 be rezoned from UH to PS- Public Service;

3. That pursuant to Section 18D.1.1 of the Zoning Bylaw, City Council waive the requirement to post a public notification sign on the subject lands, due to their remote location and the current unavailability of direct public access;

4. That the City Solicitor be directed to prepare the necessary bylaw.

REGINA PLANNING COMMISSION – SEPTEMBER 13, 2012

Kevin Reese, representing Hawkstone Developments, addressed the Commission.

The Commission adopted a resolution to concur in the recommendation contained in the report.

Councillors: Michael Fougere and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Dallard LeGault, Mark McKee, Ron Okumura, Phil Selenski and Sherry Wolf were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on September 13, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the application to amend the Hawkstone Concept Plan, as depicted on the attached Revised Concept Plan in Appendix 3.2 be APPROVED;

2. That the application to rezone the lands (Part of NE ¼ 1-18-20 W2M) as shown on the shaded portion of the attached plan of proposed subdivision be APPROVED as follows:

    a. All lots in Blocks N, M, G and lots 1-28 in Block H be rezoned from UH – Urban Holding to R2 – Residential Semi-detached;
    b. Parcels R and S be rezoned from UH to R5 – Medium Density Residential;
    c. Parcels T, W and Y to be rezoned from UH to R6 – Residential Multiple Housing;
    d. All lots in Blocks C, J, D, K, L, and lots 29-51 in Block H be rezoned from UH to DCD12-Suburban Narrow-Lot Residential; and
    e. Parcel MR2 be rezoned from UH to PS- Public Service;

3. That pursuant to Section 18D.1.1 of the Zoning Bylaw, City Council waive the requirement to post a public notification sign on the subject lands, due to their remote location and the current unavailability of direct public access;

4. That the City Solicitor be directed to prepare the necessary bylaw; and

5. That this report be forwarded to the October 9, 2012 City Council meeting to allow for sufficient time for the required public advertising of the proposed bylaw.

CONCLUSION

The applicant proposes to amend the Hawkstone Concept Plan to accommodate additional land for higher density dwellings in the subdivision. The proposal to rezone the subject properties to accommodate low, medium and higher density residential development will result in a moderate increase in net density, from what has been designated under the Hawkstone concept plan, as originally approved by City Council.

The proposal is also consistent with the growth management policies contained in Part C – Northwest Sector Plan of *Regina Development Plan Bylaw No. 7877* (Official Community Plan) regarding the planned and sequential development of this sector of Regina.

BACKGROUND

An application for the amendment of the Hawkstone Concept Plan as well as a Zoning Bylaw amendment in relation to the proposed Hawkstone Phase 3 subdivision has been received.

The current concept plan was approved April 30, 2012. The subject property is within the Hawkstone Concept Plan area, which is adjacent to the Argyle Park Community Association boundary. This application is being considered pursuant to *Regina Zoning Bylaw No. 9250, Regina Development Plan Bylaw No. 7877* (Regina's Official Community Plan) and *The Planning and Development Act 2007.*

DISCUSSION

The applicant proposes to amend the Hawkstone Concept Plan as follows:

	Approved	**Proposed**
Dwelling Units	1615	1835
Population	4286	4586
Parcel T	Medium Density	High Density (rental apartment)
Parcel X	Low Density	High Density (rental apartment)
Parcel Y	Low Density	High Density
Parcel R	Low Density	Medium Density

The applicant proposes these changes to respond to the low vacancy rate in the Regina rental market. The amendment to the concept plan will result in a population increase of approximately 7% for the overall Hawkstone Concept Plan area.

The proposed concept plan amendment is necessary to accommodate the next phase of sequential development of Hawkstone Phase 3, which is currently zoned UH – Urban Holding. The proposed subdivision contains a total land area of 25.3 ha and includes the following components, as shown on the attached plan of proposed subdivision:

- 131 semi-detached residential lots, for which the applicant has requested rezoning from UH – Urban Holding to R2 – Residential Semi-detached;

- 127 detached residential lots, for which the applicant has requested rezoning from UH to DCD 12 – Suburban Narrow-Lot Residential;

- Parcels R with an area of 1.42 ha and S with an area of 1.89 ha, intended for medium-density residential development and for which the applicant has requested rezoning from UH to R5 – Medium Density Residential;

- Parcels T with an area of 1.03 ha, X with an area of 0.94 ha, and Y with an area of 1.34 ha intended for high density residential development and for which the applicant has requested rezoning from UH to R6 – Residential Multiple Housing; and

- Parcel MR2 with an area of 2.59 ha, for which the applicant is dedicating as a municipal reserve and rezoning from UH to PS.

The surrounding land uses are Argyle Park and Englewood Subdivision to the south, planned low density lots to the north, future commercial lands within the Hawkstone subdivision to the west and Albert Street/Highway 11 to the east.

The related subdivision application is being considered concurrently in accordance with Bylaw No. 2003-3, by which subdivision approval authority has been delegated to the Administration.

Official Community Plan (OCP)

The Hawkstone Concept Plan makes provision for residential development of various densities and housing types. Thus, the applicant's proposal is consistent with the following policy objectives contained in Part A of the OCP:

- to achieve a mix of housing types and densities to suit different lifestyles, income levels and special needs in existing and future neighbourhoods; and
- to facilitate the development and integration of a range of housing types and prices.

The proposal to rezone the subject properties to accommodate low, medium and high density residential development will result in a moderate increase in net density, from what has been proposed under the current Hawkstone concept plan, as approved by City Council. The proposal is also consistent with the policies concerning staged and sequential growth contained in Part C – Northwest Sector Plan of the OCP and the overall growth management policies contained in Part A – Policy Plan of the OCP.

RECOMMENDATION IMPLICATIONS

Financial Implications

The associated development would be located on currently unserviced land. Capital funding for providing municipal infrastructure required for subdivision and development will be the sole responsibility of the developer. The public municipal infrastructure built and funded by the developer will become the City's responsibility to operate and maintain through future budgets.

Any infrastructure that is deemed eligible for Servicing Agreement Free funding will be funded by the City of Regina in accordance with the *Administration of Servicing Agreements Fees and Development Levies* policy.

Environmental Implications

The proposed subdivision forms part of an approved concept plan that is required to conform to policies concerning sustainability in the OCP, the fundamental principles of which are:

- to promote a sustainable community and encourage development that contributes to maintenance or improvements to the quality of urban life; and
- to ensure that development occurs in a cost efficient, environmentally responsible and socially equitable manner.

The proposed development is over the moderate sensitivity zone of the aquifer and as such, all the performance regulations for new developments under the *Zoning Bylaw No. 9250* must be implemented.

Strategic Implications

The proposal is consistent with the policies pertaining to growth management in the Northwest Sector Plan.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

The subject lands were not sign-posted, due to their remoteness from surrounding urban development and the current unavailability of direct public access to the site. The Administration acknowledges that according to Section 18D.1.1 of the Zoning Bylaw, the authority to waive the sign-posting requirement rests exclusively with City Council. Although occurring after the fact, a recommendation has been provided for Council to waive this requirement.

The applicant's proposal was circulated to the Argyle Park Community Association and the North Zone Board for review and comment. Responses were not received from either organization prior to the finalization of this report.

Other Agencies

The applicant's proposal was circulated to the Public and Separate School Boards for review and comment. Both school boards indicated that they did not have any concerns with the proposal.

Public Notice of Proposed Zoning Bylaw Amendments

Subject to concurrence with the recommendations contained in this report, public notice of the proposed Concept Plan and Zoning Bylaw amendments will be published in the *Leader-Post* on September 22 and 29, 2012, in accordance with Section 207 of *The Planning and Development Act, 2007*.

The applicant and other identified interested parties will receive written notification of City Council's decision.

DELEGATED AUTHORITY

City Council's approval of the Concept Plan and Zoning Bylaw amendments is required pursuant to Parts IV and V of *The Planning and Development Act, 2007*

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

Subject Property

Date of Photography : 2009

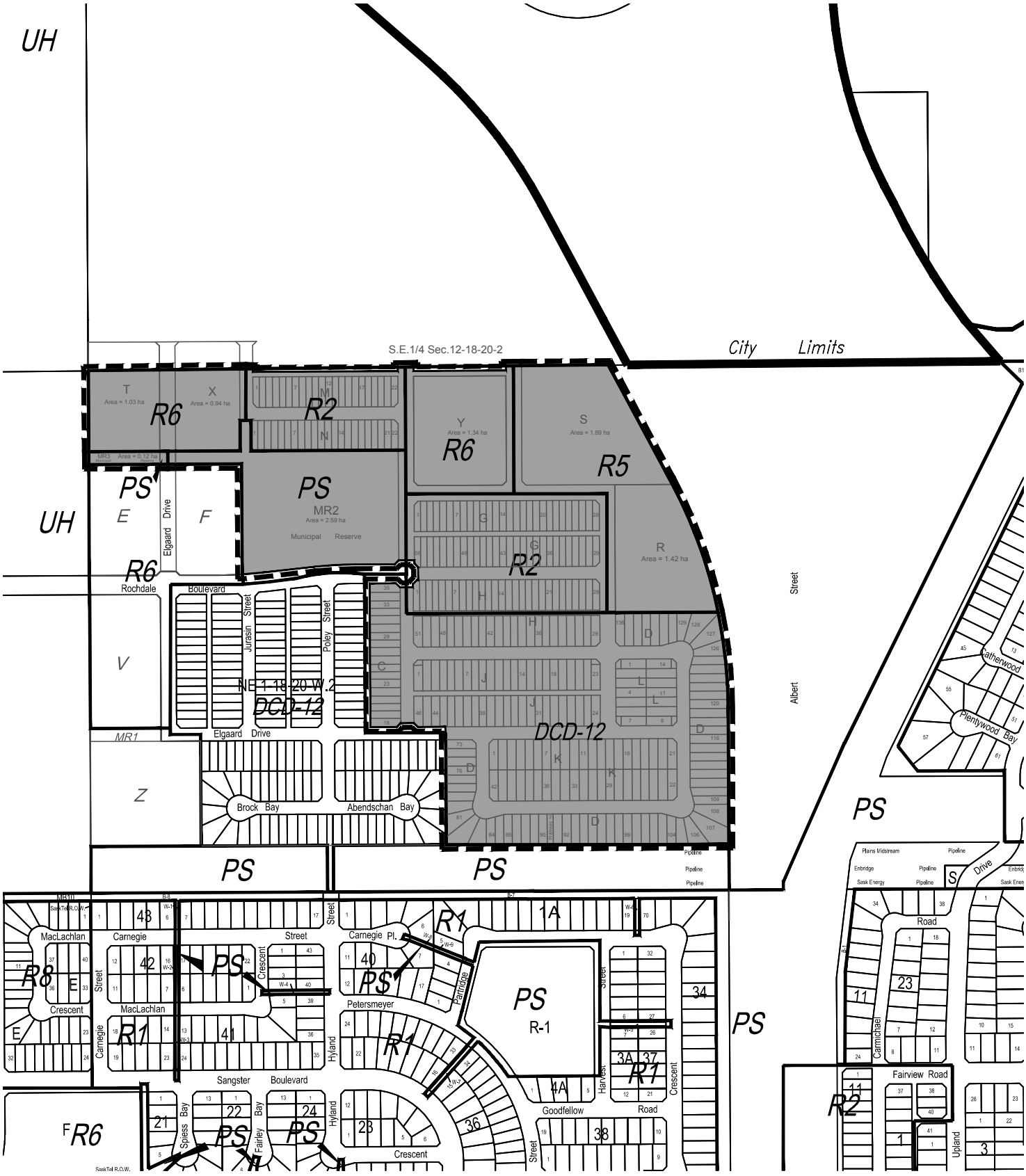
REGINA Infinite Horizons | City of Regina

Planning and Sustainability Department
Planning & Development Division

Project 12-CP-7
12-Z-18

Civic Address/Subdivision Hawkstone Phase 3
Proposed Subdivision with Proposed Zoning

File No. O:\UP\DWGS\DEVELOP\Z\2012\12-Z-18a.dwg



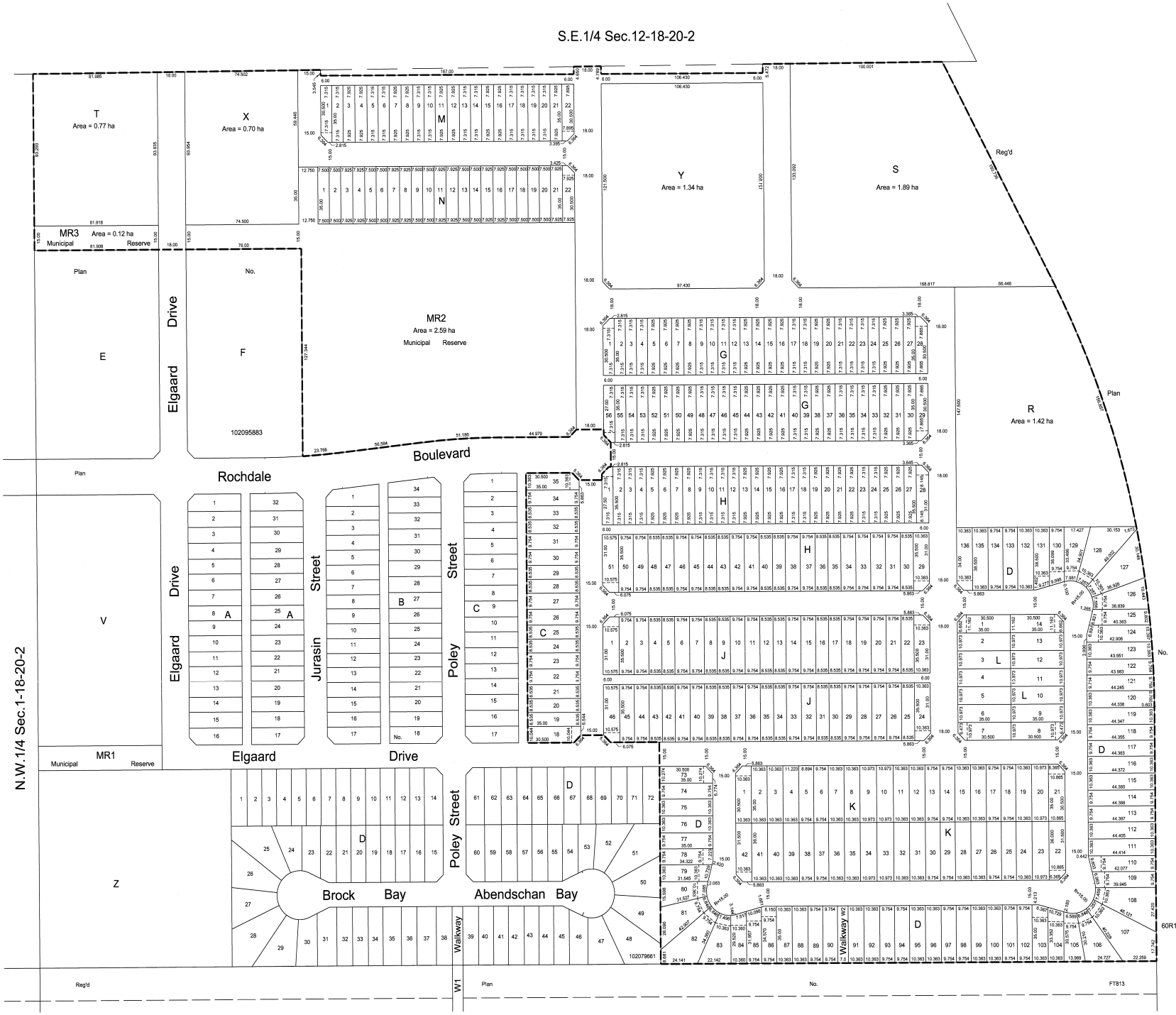
Planning & Sustainability Department

REGINA Infinite Horizons | City of Regina

Project 12-CP-7
12-Z-18

Civic Address/Subdivision Hawkstone Phase 3
Proposed Subdivision with Proposed Zoning

File No. O:\UP\DWGS\DEVELOP\Z\2012\12-Z-18a.dwg



Hawkstone
LIVING SMART

Phase 3

Plan Showing
PROPOSED SUBDIVISION
of Part of
N.E.1/4 Sec.1
and S.E.1/4 Sec.12
Twp. 18 Rge. 20 W.2 Mer.
Regina, Saskatchewan
August, 2012
Scale 1:1000

Notes

Measurements are in metres and decimals thereof.
Area to be approved is outlined with a heavy dashed line and contains approximately 24.69 hectares.
Dimensions are approximate and are subject to changes up to ±5.0m at the time of legal survey.
Lot dimensions will not go below the minimum allowed by zoning. Street boundaries will be parallel and the perpendicular width will remain as shown.

Dated at Regina in the Province of Saskatchewan
This 23rd day of August, 2012.

Barry Clark, S.L.S.
Saskatchewan Land Surveyor

SASKATCHEWAN LAND SURVEYOR B. G. CLARK 261 SLS

APPROVAL : The City of Regina
Approval under the provisions of Bylaw No. 7748 of the City of Regina this ____ day of _____ 2012.

Seal

City Clerk

FOCUS CORPORATION
REGISTERED LAND SURVEYORS
DWG. NO. 010038138-SDTN01-R01

Hawkstone

NW AREA 1 PROPOSED CONCEPT PLAN

N.1/2 Sec.1, S.1/2 & N.W.1/4 Sec.12 Twp.18 - Rge.20 - W.2 M.
Regina, Saskatchewan
Scale 1:7500

0 50 100 150 200 300 400 500 600 800 1000

LEGEND

1) Land Use

- Industrial
- Light Industrial
- Commercial
- High Density (>50 u/ha)
- Medium Density (>25 u/ha <50 u/ha)
- Low Density (<25 u/ha)
- Park
- Pipeline Corridor
- Utility
- Main Street
- Study Area

2) Linear And Structural Elements

- Main Roads
- Arterial Roads
- On Street Greenway
- 1000m Buffer Line
- Fence
- Potential Transit Route
- Pedestrian Route

3) Demographic Information

a) NUMBER OF DWELLING UNITS

SINGLE	535
MULTI	1080
TOTAL	1615

b) PROPOSED POPULATION - 4,239

c) PROJECTED SCHOOL POPULATION

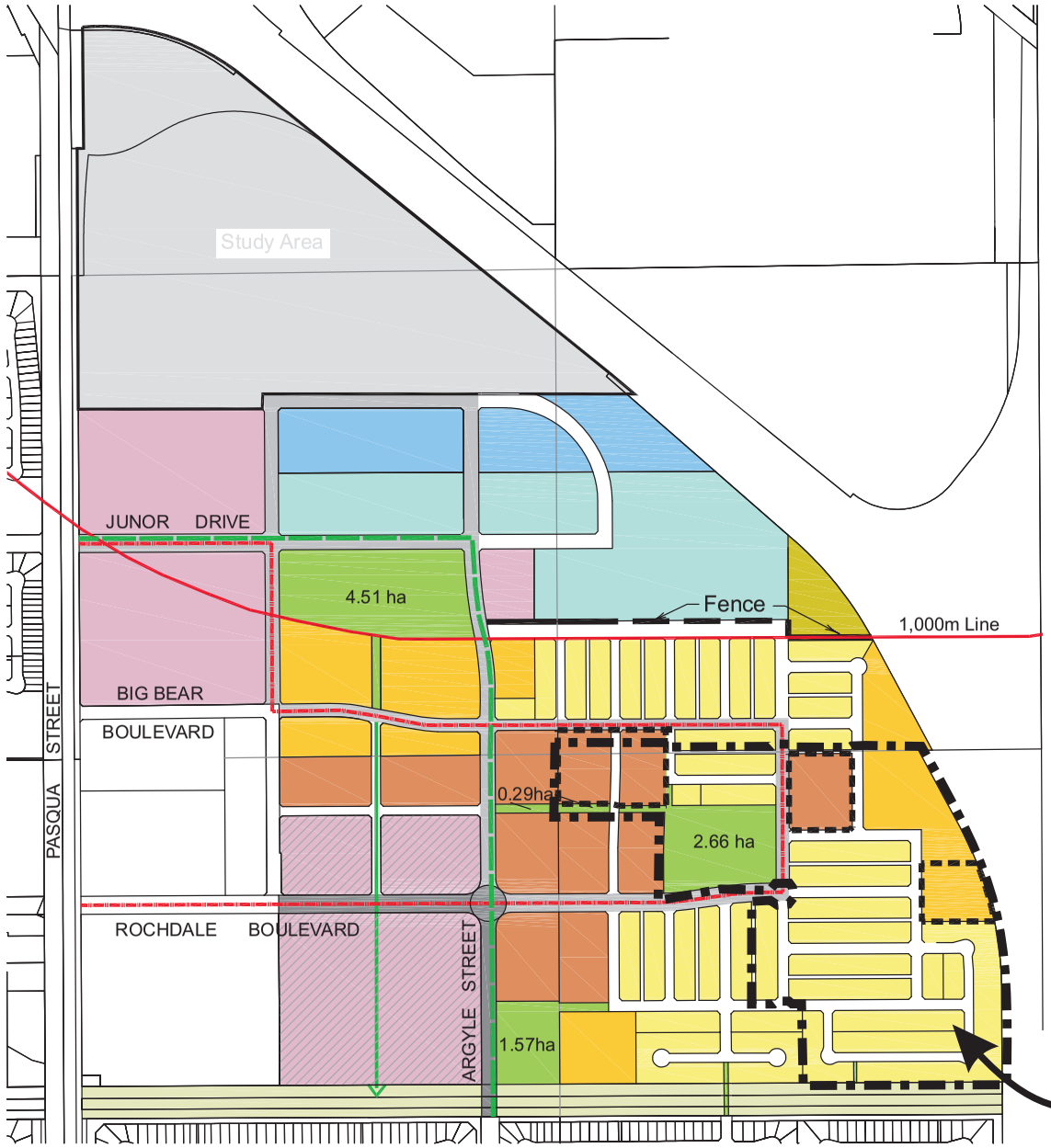
ELEMENTARY:	968
P.E.S. (@ 60%)	581
S.E.S. (@ 40%)	387
SECONDARY:	322

4) Area

GROSS DEVELOPABLE AREA	166.34 ha
LOW DENSITY RESIDENTIAL	34.98 ha
MEDIUM DENSITY RESIDENTIAL	12.83 ha
HIGH DENSITY RESIDENTIAL	10.70 ha
COMMERCIAL	16.66 ha
PARK / GREENWAY	9.03 ha
UTILITY PARCEL	1.40 ha
LIGHT INDUSTRIAL	15.23 ha
INDUSTRIAL	7.45 ha
MAIN STREET	14.20 ha
STUDY AREA	33.91 ha
ARTERIAL ROADS	2.04 ha
MAIN ROADS	8.92 ha

Concept Plan 12-CP-7
Approved By Council April 30, 2012

FOCUS REGISTERED LAND SURVEYORS
FOCUS CORPORATION
DWG. NO. 0600396082-SDTN03-R01
Previous Dwg 0600396003-GD-CONC-1



Proposed Concept Plan Subject To Change

Hawkstone

NW AREA 1 PROPOSED CONCEPT PLAN

N.1/2 Sec.1, S.1/2 & N.W.1/4 Sec.12 Twp.18 - Rge.20 - W.2 M.
Regina, Saskatchewan
Scale 1:7500

0 50 100 150 200 300 400 500 600 800 1000

LEGEND

1) Land Use

- Industrial
- Light Industrial
- Commercial
- High Density (>50 u/ha)
- Medium Density (>25 u/ha <50 u/ha)
- Low Density (<25 u/ha)
- Park
- Pipeline Corridor
- Utility
- Main Street
- Study Area

2) Linear And Structural Elements

- Main Roads
- Arterial Roads
- On Street Greenway
- 1000m Buffer Line
- Fence
- Potential Transit Route
- Pedestrian Route

Preliminary

3) Demographic Information

a) NUMBER OF DWELLING UNITS
SINGLE - 535
MULTI - 1350
TOTAL - 1885

B) PROPOSED POPULATION - 4,535

C) PROJECTED SCHOOL POPULATION
ELEMENTARY: - 1036
P.E.S. (@ 60%) - 622
S.E.S. (@ 40%) - 414
SECONDARY: - 377

4) Area

GROSS DEVELOPABLE AREA - 166.34 ha
LOW DENSITY RESIDENTIAL - 30.77 ha
MEDIUM DENSITY RESIDENTIAL - 12.94 ha
HIGH DENSITY RESIDENTIAL - 14.79 ha
COMMERCIAL - 15.65 ha
PARK / GREENWAY - 9.03 ha
UTILITY PARCEL - 1.40 ha
LIGHT INDUSTRIAL - 15.23 ha
INDUSTRIAL - 7.45 ha
MAIN STREET - 14.20 ha
STUDY AREA - 33.91 ha
ARTERIAL ROADS - 2.04 ha
MAIN ROADS - 8.92 ha

FOCUS CORPORATION
REGISTERED LAND SURVEYORS
DWG. NO. 01003813B-SDMC05-R00
Previous Dwg. 01003606Z-SDTN03-R01

Link Developments is seeking approval for a Mix-used Project known as "Central on 15th". This development is located in the Transitional Area and resides on 4 properties:

2100 15th Ave
2276 Scarth
2260 Scarth
2256 Scarth

The site is across the street from Central Park in the heart of the transitional area, where there has been a housing decline since the 1970 and the neighborhood slowly losing it housing identity. This area was once known to have a verity of housing types to accommodate people of all ages/income/family status/lifestyle.

The proposal will contain 66 Obtainable Condo units ranging from $199,000 to $320,000, with 71 concealed parking and approximately 6,000SF of main floor retail space.

The condo units will be built to a high standard with a west coast building design and functional livable layouts. Our Condo Units are considered Affordable using the Demographia Housing Affordability Rating System. This System is recognized by the World back, United Nation, Harvard University, and the Regina Home Builder Association. The rating system takes the ratio of home prices and the household income to produce the city's rating. A rating of 3 and under is considerate affordable. Regina is currently at 3.6 (Saskatoon is already at 4.0, Calgary 3.9 and Toronto 5.5); some of the units in Central on 15th being as low as 2.6. According to the Royal Bank of Canada, a young professional earning a modest gross annual income of $45,000 per year could afford to own a condo within this development.

This development will not only be able to provide affordable units within the transition area, but will also incorporate 71 parking stalls (51 underground, 14 indoor heated, 6 covered alley access spaces). These parking spaces will all be concealed behind a modern pedestrian friendly building facade.

The 6,000 square feet of commercial space will create a vibrant interaction between pedestrians and the development. The commercial space will also allow for additional amenities to be provided to current and future residents of the neighborhood as well as visitors to Central Park. This commercial space will make Central Park and the surrounding neighborhood a more desirable destination.

The property is currently vacant and has been for years, with the community using them as illegal over flow parking. If approved this project would meet 9 or 12 Housing Objectives laid out in the Regina Development Plan; 3 of 3 of the Downtown Infill Developments Policies and we also meet 7 of 7 of the Inner City Infill Developments Policies.

CR12-148

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Applications for Official Community Plan Amendment and Contract Zone Approval (12-CZ-6) Proposed Mixed-Use Building
2100 15th Avenue, and 2276, 2260, 2256 Scarth Street

RECOMMENDATION OF THE REGINA PLANNING COMMISSION - SEPTEMBER 26, 2012

1. That Part F-Transitional Area Development Plan of *Regina Development Plan Bylaw No. 7877* (Official Community Plan) be amended by adding the following to Section 5.0 Exceptions after e):

f)	2100 15th Avenue, 2276, 2260, and 2256 Scarth Street	Lots 11, 12, 13 Block 429, Plan No. Old 33; Lots 21 and 22, Block 429, Plan No. 101187558	Mixed Use Building

2. That subject to Ministerial Approval of the related Official Community Plan amendment, the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the properties described as

   (a) Lots 11, 12, 13 Block 429, Plan No. Old 33;, located at 2100 15th Avenue, and 2276, 2260 Scarth Street ; and
   (b) Lots 21 and 22, Block 429, Plan No. 101187558, located at 2256 Scarth Street.

   from TAR (H15 – Transitional Area Residential (Height Overlay 15m) to C - Contract, be APPROVED and that the contract zone agreement between the City of Regina and the applicant/owner of the subject properties be executed.

3. That further to recommendation 2, the proposed contract zone agreement shall include the following terms:

   (a) Development of the proposed mixed-use building on the subject property shall be consistent with the attached plans and drawings labelled Appendix A-3.1--A-3.3.2, inclusive and prepared by JMA Architecture Ltd.
   (b) The range of permitted and discretionary uses in main floor commercial space shall be consistent with the MX zone in Table 5.2 of *Regina Zoning Bylaw No. 9250* with the following exceptions:
      i) Restaurant and Licensed Restaurant, Personal Service, Confectionary Store, Retail, and Recreational Service Facility uses shall be permitted on the main level;
      ii) Apartment Dwelling units shall be permitted in the main floor commercial space as accessory to a permitted or discretionary commercial use with the intention of accommodating live/work spaces.
   (c) A detailed landscape plan for the subject property shall be submitted for approval to the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject properties shall be undertaken in accordance with *The Forestry Bylaw, 2002* (Bylaw No. 2002-48, as

amended). The applicant shall attempt to retain as many existing street trees as possible and where tree retention is not possible shall install new mature trees of calipers and sizes specified by Urban Forestry.

(d) The erection or placement of commercial signs on the property located at 1550 14th Avenue shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the Zoning Bylaw.

(e) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of the Zoning Bylaw.

(f) The approval to initiate the proposed development shall be valid for a period of two years from the date of City Council's passage of the Zoning Bylaw amendment that authorizes the contract zone agreement.

(g) The contract zone agreement shall be registered in the City's interest, against the titles to all of the subject properties and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.

4. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject properties and the execution of the contract zone agreement, as described above.

REGINA PLANNING COMMISSION – SEPTEMBER 26, 2012

The following addressed the Commission:

- Ann Klein;
- Don Sosna and Beth McHattie, representing the Centre Square Community Association; and
- Carmen Lien and John McGinn, representing Link Developments.

The Commission adopted a resolution to concur in the recommendation contained in the report.

Councillors: Michael Fougere and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Mark McKee, Phil Selenski and Laureen Snook were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on September 26, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That Part F-Transitional Area Development Plan of *Regina Development Plan Bylaw No. 7877* (Official Community Plan) be amended by adding the following to Section 5.0 Exceptions after e):

f)		2100 15th Avenue, 2276, 2260, and 2256 Scarth Street	Lots 11, 12, 13 Block 429, Plan No. Old 33; Lots 21 and 22, Block 429, Plan No. 101187558	Mixed Use Building

2. That subject to Ministerial Approval of the related Official Community Plan amendment, the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the properties described as

(c) Lots 11, 12, 13 Block 429, Plan No. Old 33;, located at 2100 15th Avenue, and 2276, 2260 Scarth Street ; and
(d) Lots 21 and 22, Block 429, Plan No. 101187558, located at 2256 Scarth Street.

from TAR (H15 – Transitional Area Residential (Height Overlay 15m) to C - Contract, be APPROVED and that the contract zone agreement between the City of Regina and the applicant/owner of the subject properties be executed.

3. That further to recommendation 2, the proposed contract zone agreement shall include the following terms:

(c) Development of the proposed mixed-use building on the subject property shall be consistent with the attached plans and drawings labelled Appendix A-3.1--A-3.3.2, inclusive and prepared by JMA Architecture Ltd.

(d) The range of permitted and discretionary uses in main floor commercial space shall be consistent with the MX zone in Table 5.2 of *Regina Zoning Bylaw No. 9250* with the following exceptions:

i) Restaurant and Licensed Restaurant, Personal Service, Confectionary Store, Retail, and Recreational Service Facility uses shall be permitted on the main level;

ii) Apartment Dwelling units shall be permitted in the main floor commercial space as accessory to a permitted or discretionary commercial use with the intention of accommodating live/work spaces.

(h) A detailed landscape plan for the subject property shall be submitted for approval to the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject properties shall be undertaken in accordance with *The Forestry Bylaw, 2002* (Bylaw No. 2002-48, as amended). The applicant shall attempt to retain as many existing street trees as possible and where tree retention is not possible shall install new mature trees of calipers and sizes specified by Urban Forestry.

(i) The erection or placement of commercial signs on the property located at 1550 14th Avenue shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the Zoning Bylaw.

(j) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of the Zoning Bylaw.

(k) The approval to initiate the proposed development shall be valid for a period of two years from the date of City Council's passage of the Zoning Bylaw amendment that authorizes the contract zone agreement.

(l) The contract zone agreement shall be registered in the City's interest, against the titles to all of the subject properties and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.

4. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject properties and the execution of the contract zone agreement, as described above.

5. That this report be forwarded to the October 9, 2012 meeting of City Council, which will allow sufficient time to advertise the required public notice for the subject Development Plan and Zoning Bylaw amendments.

CONCLUSION

An application has been submitted to accommodate a mixed use building through a contract zone in the Centre Square neighbourhood. The proposal also requires amendment to the Transitional Area Development Plan as a mixed-use building is not contemplated on the subject property. The proposed building would include a 66 residential units and 525 m^2 of commercial space on the main level with 71 enclosed parking stalls.

Following the September 13, 2012 Regina Planning Commission meeting the Administration met with the applicant to further discuss the issue pertaining to front yard setback along Scarth Street frontage. A compromise has been reached with the applicant on a front yard setback of 1.5 metres.

Also as follow up to the meeting the Administration met with Urban Forestry to gain a better understanding of the process in evaluation the existing street trees and to gain an understanding of what impact the proposed development might have on existing street trees.

BACKGROUND

At its meeting of September 13, 2012 the Regina Planning Commission considered report RPC12-72 and passed the following motion:

"that this report be referred to the Administration to work with the applicant on a revised development of the subject site and provide a report to the September 26 Regina Planning Commission meeting that considers direction provided by the Commission, including alternate building setbacks".

An application for Contract Zone Approval has been submitted. The proposal also requires an amendment to the Part F of *Regina Development Plan Bylaw No. 7877—Transitional Area Development Plan (Official Community Plan.*

The subject property is located in the boundaries of the Centre Square Community Association and the Old 33 Subdivision. The application is being considered pursuant to *The Planning and Development Act, 2007, Regina Development Plan Bylaw No. 7877,* and *Regina Zoning Bylaw No. 9250.*

DISCUSSION

The Applicant's Proposal

The applicant proposes to construct a mixed-use building with commercial uses on the main floor and residential apartment units on upper floors. The building would consist of a base with a height of approximately 6.12 m with a mezzanine level. There would be three commercial rental units on the base of the building with approximately 5,653 ft^2 (525.18 m^2) of floor area. The applicant has indicated potential commercial users would be a gym facility, coffee shop, ice cream shop, eatery, art gallery, clothing retail, or office. There would be 66 units in total within two separate "towers" each consisting of three floors. Units would range in size from 450 ft^2 to 790 ft^2 and are intended for condominium ownership. Parking would be provided for 71 vehicles. Fifty-one stalls would be provided underground and 20 would stalls would be provided within the main level of the building. All parking facilities would be accessed from the rear of the building.

Analysis

Site Context

The site is located in the Centre Square neighbourhood on the northwest corner of Scarth Street and 15th Avenue. Immediately to the east is Central Park, which is a major focal point of the neighbourhood. There is high rise apartment development to the south, low-rise apartment development to the west, and single detached homes to the immediate north. There are also commercial office buildings on the north end of the block. Within the wider context the site is located within a five minute walk of the downtown.

The site is currently vacant. There was a restaurant in a house-form building on the corner of 15th Avenue and Scarth Street before the site was cleared.

Contract Zoning

The applicant has applied to amend the zoning to C-Contract to accommodate the development. A contract zone agreement allows for the application of site-specific development standards and provides the opportunity to exercise some flexibility from conventional zoning standards to address compatibility issues with, and sensitivity to its surrounding context. Contract zones are particularly useful in infill situations where there are particular sensitivities with the surrounding area or other development constraints. Alternatively, the site could be rezoned to a conventional zone such as MX-Mixed Residential/ Business Zone.

The development would be required to conform to the standards of the zone, but any development consistent with the zone could occur. For example, the MX zone allows for purpose built office buildings, but also a range of other commercial uses, with varying degrees of compatibility with the surrounding area. Furthermore, development standards of a conventional zone such as height or setbacks might be too stringent or not adequately reflect the character of the surrounding built form.

In evaluating a contract zone the Administration considers the standards of comparable conventional zones in addition to the site context. In this case, the subject property is currently zoned TAR(H15), Transitional Area Residential (Height Overlay Zone of 15 m), in which a mixed use building is not permitted. In addition, where there is some variation between the underlying zoning and the proposal, the Administration can evaluate based on consistency with

the surrounding area and the potential impact on adjacent properties. The Administration also used 3D modeling as a tool to show how the building massing relates to its surrounding context. Street level views are provided in Appendix C. Appendices C-1 to 3 were prepared by Administration. The remaining renderings were prepared by the applicant.

As the current zoning does not accommodate a mixed use building, rezoning is necessary. The proposed building also deviates from certain zoning standards including the front yard setback, site coverage, height, and parking, which would otherwise require relaxation through a development appeals process. The development appeals process recognizes that it is occasionally not possible or necessary to conform to established zoning standards.

Table 1, below, provides a summary of the critical zoning issues, how they compare to zoning regulations, and how they compare with the immediate surroundings of the property.

Table 1			
	Proposed	**Comparable Zone**	**Context**
Use	Mixed-Use Building	TAR(H15) Not permitted	There are few purpose-built "mixed use" buildings in the neighbourhood, although the neighbourhood overall has a strong mixed use character through conversions of houses to commercial uses and pockets of neighbourhood commercial. The neighbourhood also has the highest residential density in the city.
Assessment	Despite non-conformance with the Neighbourhood Development Plan, the mixed-use component of the building fits within its surroundings. Future commercial uses would potentially provide amenity to the neighbourhood, and more life to the streets, and draw more people to Central Park, the focal point of the neighbourhood. Before the site was cleared there was a restaurant on the site, which provided amenity to the neighbourhood.		
Front Yard Setback	0.0m	TAR (H15) 5m min.	The surrounding blocks all maintain the minimum front yard setback.
Assessment	In the Administration's opinion the front yard setback is a defining feature of the neighbourhood. The neighbourhood is one of the oldest residential areas in the city. It was developed with apartments and detached homes with a 5-6m front yard setback and a strong residential character, which allowed for trees to thrive and for landscaping adjacent to the street. While the neighbourhood has transitioned over the years to include a stronger commercial and high rise apartment presence a front yard setback has largely been maintained. In this particular location, adjacent to Central Park, it is crucial that development be representative and complimentary to the neighbourhood character. The area surrounding, with the exception of the north edge of the park, all maintains a uniform setback and original tree canopy. The subject property map in Appendix A-1 and the 3D model in Appendix C illustrate the condition of the surrounding area. The degree of relaxation of the front yard setback is too large for the Administration to support. It would be an obvious and permanent deviation from uniformity of the surrounding context. The building would be appropriate in a more urban context such as downtown, an arterial roadway, or location where this condition previously exists. The Administration cannot support the application as proposed for this reason. Should there be a desire for a shift in the character of the neighbourhood character to accommodate this form of development this transition should be led by a citizen-engaged planning process to determine a strategy to determine appropriate locations for such development forms in the neighbourhood. Such a drastic shift in neighbourhood character should not be led by a single development proposal.		
Side Yard Setback	Nil (street) 1.2m (other)	TAR (H15) Nil	Original House form buildings are built very near side yard setbacks. Apartments generally allow for wider side yard setbacks to allow for windows and light penetration.
Assessment	The zoning standards in the area do not require side yard setbacks for apartments. Apartments along		

	15th Avenue maintain a narrow setback. The side yard setbacks conform to the Zoning Bylaw and fit within the surrounding context.		
Site Coverage	97 percent	TAR (H15) 65 percent	Surrounding apartment buildings largely conform to the site coverage standard.
Assessment	The site coverage development standard is one standard among others to control the bulk and massing of buildings on the site. When applied consistently across an area the maximum site coverage does help to define the character of a neighbourhood. In this case the mass of the building would be a large departure from other buildings in the area. Typically, buildings of this density are more often found in more urban areas such as downtown or pre-war commercial strips. In this case the amount of building is partly related to the lack of front yard setback. Hypothetically, if a 5m setback were added as required to the building, the site coverage would be about 85 percent, which would still exceed the underlying zoning standard, but would be closer to other buildings in the area and would be consistent with building forms in the area.		
FAR (ratio of floor area to site area)	2.4	TAR (H15) – 3.5	There is a mixture of high and low density development in the area.
Assessment	The density of the proposal is consistent with the surrounding neighbourhood.		
Landscaping	10 percent	Residential - 15 percent Commercial – 10 percent	Front yards are generally landscaped with grass, shrubs and trees and meet the minimum requirement.
Assessment	The development is more urban in character and does not satisfy the minimum requirements. Concern was raised regarding the impact of the development on the existing trees, which form an important part of the tree canopy along the edge of Central Park. There are eight mature elm trees that are in healthy condition along Scarth Street and four trees along 15th Avenue that are less substantial, but appear to be healthy. The applicant has indicated that they intend to maintain the trees, but it is questionable if the trees will survive after roots and branches are pruned to accommodate the parking garage and the building up to the setback.		
On-Site Parking	71 stalls	TAR-1 stall per dwelling/ 1 stall per 50 m^2 of commercial space	Parking in the community is a concern. On-street parking is scarce during business hours.
Assessment:	The proposal requires 66 stalls to satisfy residential standards and approximately ten stalls to satisfy parking requirements, depending on occupancy of commercial spaces. (Different commercial uses have different parking requirements). As such, parking is deficient by about five stalls. While parking is an issue in the neighbourhood, the lack of five parking stalls would have little perceptible impact in the area and could otherwise be considered under a minor variance approval procedure. The commercial uses would likely be locally focussed and would not draw a large amount of customer vehicle traffic.		
Height	16.92	TAR (H15) – maximum 15m	There is a mixture of low and high rise buildings in the area. On the block face there are only-rise buildings.
Assessment:	The height of the building would be 1.92m taller than the maximum under the Zoning Bylaw. There is a height overlay of 15m established for this area, which "allows for an increased residential density, while also being an appropriate transition height between the house form buildings of the Transitional Area and existing and future high-rise apartments," according to the Transitional Area Development Plan. While the proposed building exceeds the maximum height, it would not have a perceptible impact on the surroundings and still provides for a transition between high-rise and house form buildings.		

Sun Shadow Impact

The Administration reviewed the impacts of sun shadowing through the use of its 3D model. Of particular concern was the impact on the activity areas within Central Park and on residential properties to the north. The review compared the proposed building to a hypothetical building that conforms to the existing zoning, being 15 m in height with a 5 m front yard setback. The review concludes that there would not be a large negative impact on the comfort and usability of the activity area of Central Park. There would be no impact during the summer solstice. During the equinox the proposed building would shadow the activity area for an additional 20-30 minutes between 4:00 pm and 5:00 pm as compared to a building the conforms to the Zoning Bylaw.

However, the reduced setback of the proposed building would cause approximately one hour of additional shadowing of the front of the residential property to the north as compared to a building with a 5m setback.

Although not modelled prior to the deadline for submission of this report, the revised 1.5 metre setback of the building along Scarth Street will result in more sunlight penetration into Central Park.

Official Community Plan

In accordance with *The Planning and Development Act, 2007,* (Section 40), "no development shall be carried out that is contrary to the Official Community Plan." This section lists the policies that support and conflict with the proposal and concludes with a summary of the analysis.

1. OCP Policies and Objectives that Support the Proposal

Part A- Policy Plan
5.4 Energy Conservation Policies
- a) That a compact urban form should be achieved by:
  iv) Promoting infill residential redevelopment and rehabilitation.
- c) That vacant inner city sites should be redeveloped in a manner which enhances the amenity of the neighbourhood.

7.1 Housing Objectives
- a) To accommodate the demand for a variety of housing types throughout the city.
- b) To encourage the provision of affordable housing particularly for low and moderate income households and special needs groups.

7.20 Encourage Infill Development of the Inner City
- a) That the City should encourage construction of housing units in the inner city neighbourhood area for households of all social and economic characteristics.
- d) That the City shall encourage infill development to minimize the need for annexing additional land on the periphery of the city.

Part F-Transitional Area Development Plan:

3.1 Policy Objectives

Primary Policy Objectives

1) To provide for residential land use and a viable residential neighbourhood within the Transitional Area through the following General Policy Objectives

General Policy Objectives

1) To provide housing of a variety of forms and tenure which is affordable to residents of a wide range of incomes and family types.
2) To provide for stores and services required by Transitional Area residents for convenience goods and services on a daily basis
3) That provision be made for the construction of residential units in conjunction with the development of neighbourhood service uses in the Transitional Area.

3.2.1 Residential Land Use Districts

Policy Objectives

2) That the retention and construction of a variety of housing and tenure types in the Transitional Area Residential Zone be encouraged.

2. OCP Policies that Conflict with the Proposal

7.1 Housing Objectives

h) To ensure that residential development and redevelopment is compatible with adjacent residential and non-residential development

5.4 Energy Conservation Policies

q) That relatively uniform setback of houses be encouraged to reduce overshadowing.

Part F-Transitional Area Development Plan:

3.2 Residential Land Use

Policy Objectives

1) That those portions of the Transitional Area which are primarily residential in use and/or physical form be a principal location of future residential development in the Transitional Area. Commercial use of any given site within the residential portions of the Transitional Area shall occur only in accordance with this Development Plan.

Implementation Recommendations

3) New developments shall be encouraged to reflect or respond to the typical building setbacks found in the vicinity of the project site in order to reinforce the streetscape and its qualities.
4) New developments shall, in the design, scale, form, articulation, and reflect or respond to streetscape qualities found in proximity to the project site.

3.2.1 Residential Land Use Districts

Policy Objectives

1) That the primary land use in the Transitional Area Residential Zone, as provided for in this Development Plan, be residential. Commercial uses are a secondary use in the Zone, located only in house-form buildings.

3) That provision be made for the retention and development of contiguous residential land use districts of buildings compatible in height, bulk, siting and massing.

Implementation Recommendations

4) That a Medium-Rise District be established within the Transitional Area Residential Zone, comprising portions of the north side of 14th Avenue and an area to the west of Central Park, to provide primarily for medium-rise residential land use and, secondarily, at the discretion of Council, for commercial use in existing house-form buildings.
5) That in the Medium-Rise District, the height of new development be limited to 15 metres.

3.3.1 Transitional Area Services

Policy Objectives

2) That neighbourhood service used be clustered together in nodes which will serve as social focal points, with the potential for expansion to better serve current residents and accommodate a future increased Transitional Area population.

3.5.5 Design Review

Objective

1) To ensure that new developments in the Transitional Area complement and harmonize with existing developments and streetscape near the development site.

4.2 Landscaping and Open Space

Objective

3) To enhance the unique character of the Transitional Area, including its open space, landscaping, and street trees, through the development of landscaping complementary to an improved pedestrian walkway system through the Area.

3. Summary of Policy Analysis

The proposal conforms to several objectives and policies relating to encouraging of infill development, provision of housing, and general policies related to providing for neighbourhood commercial amenities both in Part A-Policy Plan and Part F-Transitional Area Development Plan. From this perspective the proposal responds very well.

Units are designed to be very efficient. Unit sizes are compact and will appeal to an untapped market in the city. The mixed use component of the building would provide commercial

amenities to the Centre Square neighbourhood. Furthermore, while the recently approved Downtown Plan Bylaw does not have jurisdictional authority over the subject property, it is within a five minute walk of downtown and would contribute to the goal of increasing the residential population in the downtown.

As indicated below the Administration has reached a compromise with the applicant on the front yard setback along Scarth Street to mitigate concerns related to the compatibility of this building along the streetscape. The change to the front yard setback responds more positively to the context of this property which is located immediately across from Central Park.

. Although the Transitional Area Development Plan does not support a mixed use at this location, it is noted that the site has a history of providing commercial amenity as there was a popular neighbourhood restaurant on the site for many years. Commercial amenities would also encourage more people to enjoy Central Park. While the commercial use is a significant component of the building, it is still secondary to the 66 residential units contained within the building, and is therefore in keeping with the spirit of the Area Development Plan and is supported by the Administration.

Applicant's Response to Concerns

Through the application review process, the applicant and Administration discussed ways in which to amend the proposal in order for the Administration to support the proposal. The applicant had indicated through the process that accommodating the full 5 metre setback along Scarth Street would not be economically feasible. The applicant's written explanation of why the building could not be redesigned to accommodate the changes discussed in the review process is provided in Appendix B of this report. However, since consideration of this report by the Regina Planning Commission, the applicant has reconsidered the design and has indicated that they can accommodate a change to the building that would not jeopardize the economic viability of the project and also address design issues.

Revised Building Setback

At the Regina Planning Commission meeting on September 13, 2012 there was some discussion that occurred on the possibility of a 1.5 metres setback along the Scarth Street frontage. Following the meeting the Administration and the applicant had further discussion on this and can confirm that agreement has been reached on a compromise that would provide a building setback of 1.5 metres along the Scarth Street frontage. The revised plans are appended to this report.

Urban Forestry

The Urban Forestry Branch has reviewed the proposal and has advised that the first step will be a determination of the overall value of the trees and an assessment of their current health. As part of this evaluation the existing trees will be looked at in terms of the overall context. If it is determined through that evaluation that trees are to be removed the City will determine their overall value and the developer will be required to pay the City that amount. The City would then use these funds to pay for landscaping improvements and projects elsewhere in the City. If tree removal does occur the developer is responsible also for the costs of the tree replacement.

Urban Forestry has indicated that given the location of the foundation and underground parking to the existing street trees it is very likely that the root systems will be negatively impacted compromising the health and life of the existing trees. Urban Forestry has indicated that they will work with the developer through the construction phase to assess the health of the trees and determine whether or not a full replacement of the existing street trees is needed. If full tree replacement is required the applicant will be required to install mature trees and meet specifications of Urban Forestry with respect to size and caliper.

RECOMMENDATION IMPLICATIONS

Financial Implications

In the short term, the City would forgo the tax revenue that development brings until approval of an acceptable proposal at a future date.

Environmental Implications

In the short term, the City would forgo environmental benefits that infill development brings to the city until approval of an acceptable proposal at a future date.

Strategic Implications

The proposal does not represent sensitive infill development as per Official Community Plan policies and is not supported.

Accessibility Implications

The building would be required to maintain one accessible parking stall and to comply with provisions respecting accessibility in *The Building Bylaw.*

COMMUNICATIONS

Public Input

The Administration provided notice to the public through the following measures:

- Sign posting of the subject property during the review process;
- Notice sent directly to owners and occupants of property in the vicinity. Approximately 800 notices were distributed;
- Opportunity to attend an open house to learn more about the proposal and provide comment;
- Advertising of the open house on the City website and *The Leader-Post;* and
- Circulation of the proposal to the Centre Square Community Association, and the Central Zone Board.

In total 63 people provided comment on the proposal and 67 people attended the open house. The opinion of those who commented was as follows:

I support the proposal (36)
I would like it more if one or two features were different (11)
I would accept the proposal if many features were different (7)

I completely oppose the proposal (8)
None of the above/ other (3)

A summary of comments and the Administration's response is provided in Appendix D.

The Central Zone Board did not provide comments before the finalization of this report.
The Centre Square Community Association provided the following comments:

> "We strongly oppose the proposed development at Scarth Street and 15th Avenue. We are very concerned with the proposal's disregard of the Scarth Street setback requirements and zoning green space requirement. The proposed development also will destroy the mature street tree frontage on the City property. Overall, the proposal shows a complete lack of sensitivity to the site and the surrounding neighbourhood."

Community Association Follow Up

Following the September 13, 2012 Regina Planning Commission meeting the Administration contacted the Centre Square Community Association. The Association indicated that from their perspective an acceptable compromise would be a building setback of 2.5 metres along the Scarth Street frontage.

Administration Response: While the revised building does not fully achieve the compromise solution identified by the community association, it is a positive response in addressing design issues and concerns advanced in the public engagement process. At the same time it is a change that does not severely impact the economic viability of the project and the ability to introduce a new and unique housing product in the Regina real estate market.

DELEGATED AUTHORITY

City Council's approval is required pursuant to Parts IV and V of *The Planning and Development Act, 2007.*

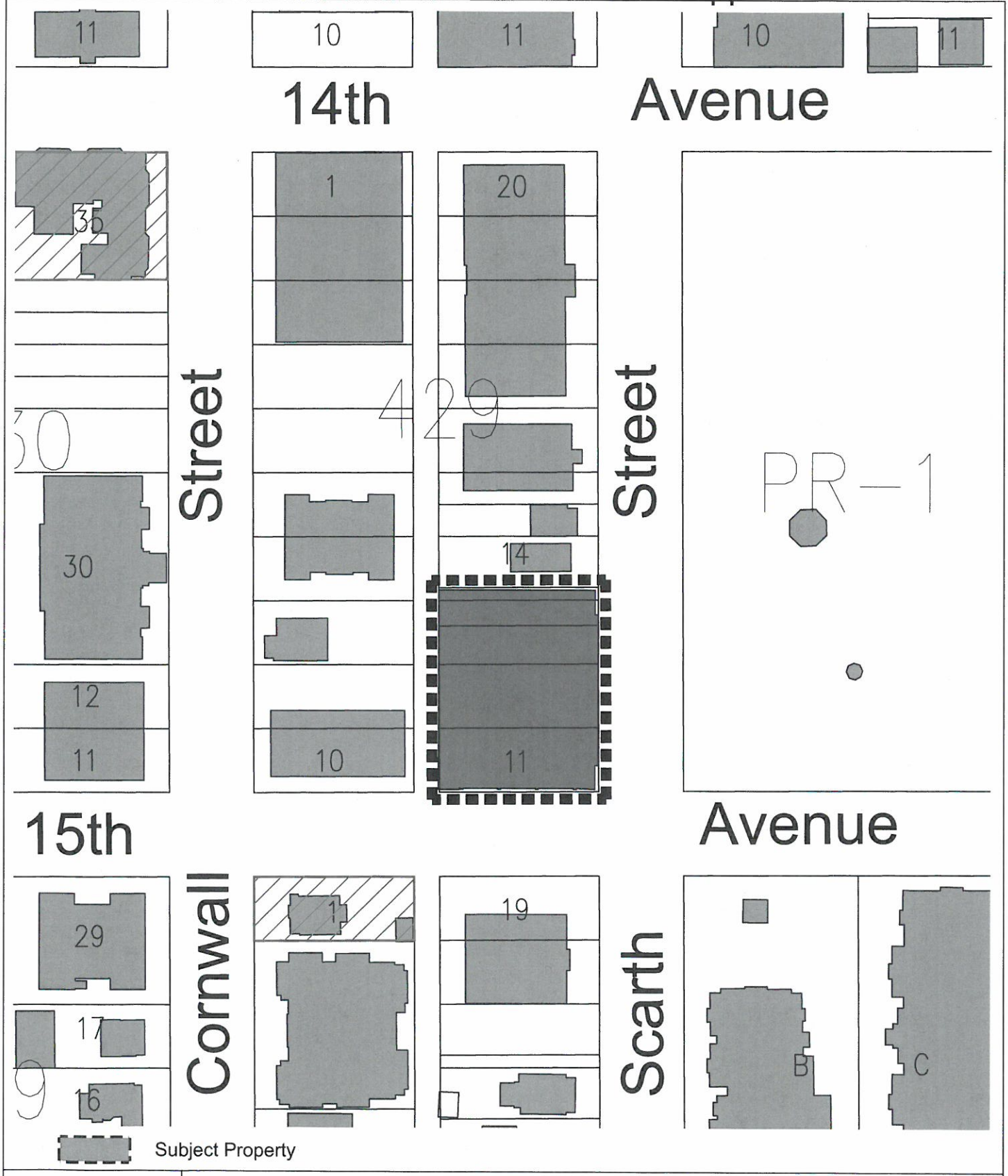
Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

Appendix A-1



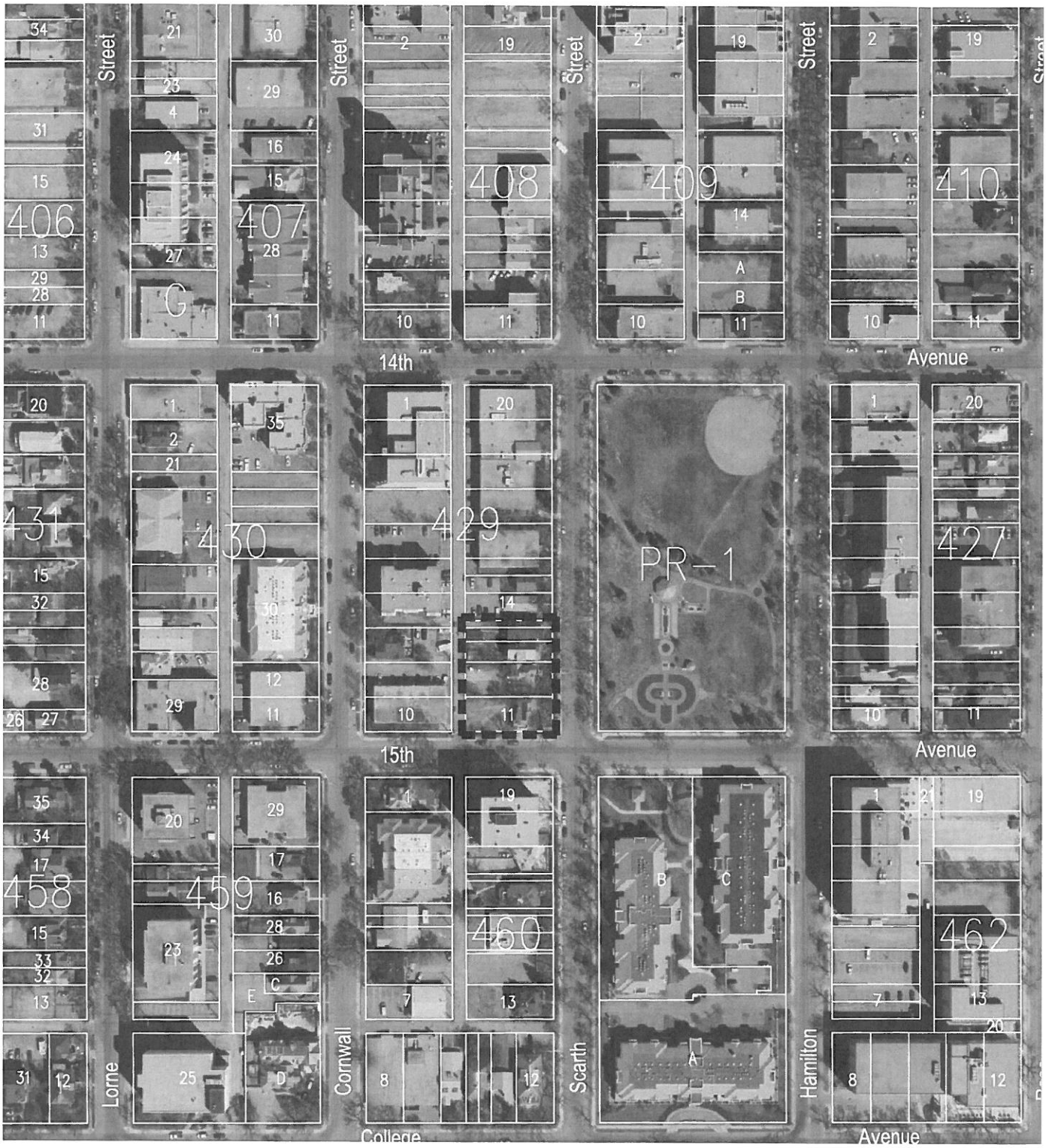
REGINA Infinite Horizons | City of Regina

Planning & Sustainability Department

Project 12-CZ-6 Civic Address/Subdivision 2100 15th Ave/2276, 2260, and 2256 Scarth St. Lot 11-13, Plan. OLD33 & Lot 21/22 Plan.101187558,Block: 429

File No. O:\UP\DWGS\DEVELOP\CZ\2012\12-CZ-6.dwg

Appendix A-2



Subject Property

Date of Photography : 2009

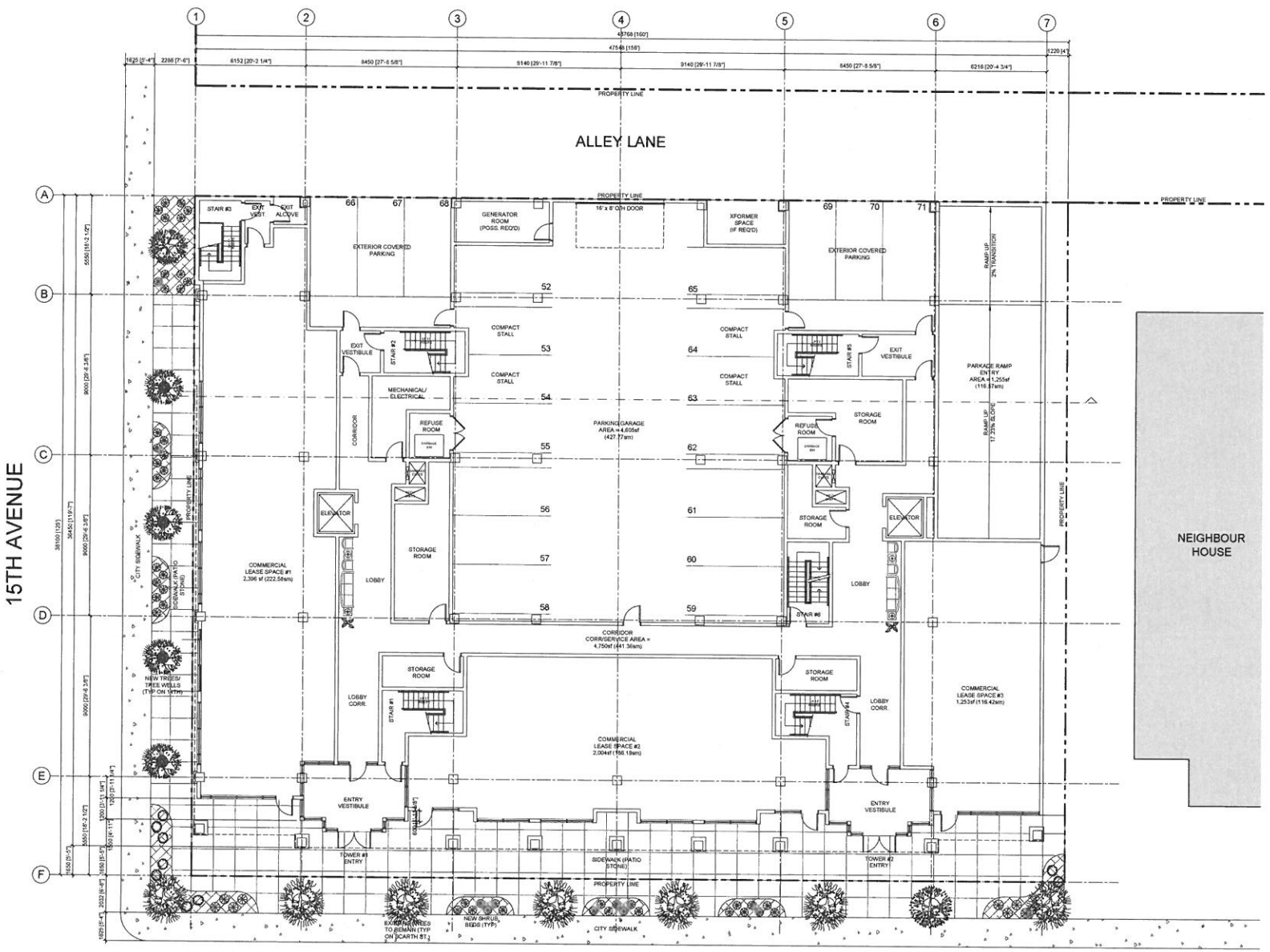
REGINA | City of Regina

Planning and Sustainability Department

Project 12-CZ-6 Civic Address/Subdivision 2100 15th Ave/2276, 2260, and 2256 Scarth St.
Lot 11-13, Plan. OLD33 & Lot 21/22 Plan.101187558,Block: 429

File No. O:\UP\DWGS\DEVELOP\CZ\2012\12-CZ-6.dwg

Appendix A-3.1



1 MAIN LEVEL FLOOR PLAN
1:100 METRIC

4 LEVEL BUILDING DEVELOPMENT - AREA LEGEND

BASEMENT LEVEL PLAN - PARKING		19,500 SQ. FT. (1811.58 SQ. M)
MAIN LEVEL PLAN - COMMERCIAL		
	LEASE SPACE #1	2,396 SQ. FT. (222.58 SQ. M)
	LEASE SPACE #2	2,004 SQ. FT. (186.19 SQ. M)
	LEASE SPACE #3	1,253 SQ. FT. (116.42 SQ. M)
	CORR/STAIR/SERV	4,750 SQ. FT. (441.36 SQ. M)
	PARKADE CEIL'G	1,255 SQ. FT. (116.57 SQ. M)
	PARKADE	4,605 SQ. FT. (427.77 SQ. M)
	TOTAL	16,263 SQ. FT. (1,510.89 SQ. M)
	EXTERIOR ON SITE PARKING AREA	1,256 SQ. FT. (116.69 SQ. M)
	TOTAL ON SITE PARKING AREA	116.69 + 427.77 = 116.57 = 661.03 SQ. M
MEZZ. LEVEL PLAN - TERRACE/SUPPORT - SERVICE		
TOWER 1 (SOUTH)	- GYM - SUPPORT	995 SQ. FT. (92.45 SQ. M)
	- STAIR/SELEV/SERV	485 SQ. FT. (45 SQ. M)
	- TOTAL	1,480 SQ. FT. (137.45 SQ. M)
TOWER 2 (NORTH)	- GYM - SUPPORT	995 SQ. FT. (92.45 SQ. M)
	- STAIR/SELEV/SERV	485 SQ. FT. (45 SQ. M)
	- TOTAL	1,480 SQ. FT. (137.45 SQ. M)
2ND, 3RD AND 4TH LEVEL PLAN - RESIDENTIAL		
TOWER 1 (SOUTH)	SUITE AREA TOTAL	6,809 SQ. FT. (613.92 SQ. M)
	CORR/STAIR/SERV	817 SQ. FT. (75.94 SQ. M)
	- TOTAL	7,428 SQ. FT. (689.86 SQ. M)
TOWER 2 (NORTH)	SUITE AREA TOTAL	6,809 SQ. FT. (613.92 SQ. M)
	CORR/STAIR/SERV	817 SQ. FT. (75.94 SQ. M)
	- TOTAL	7,428 SQ. FT. (689.86 SQ. M)

ZONING REVIEW

SITE AREA	20,000 S.F. (1,858.0 S.M.)		
ZONING:	'TARH15' (TRANSITIONAL AREA RESIDENTIAL)		
	REQ'D		PROVIDED
MINIMUM LOT AREA	250 s.m.		1,858.0 s.m.
MINIMUM FRONTAGE	7.5 m		46.77 m
MINIMUM FRONT YARD SETBACK	5		2.5 m (MAIN FLOOR) 0.15 m (2ND TO 4TH)
MIN. REAR YARD (25% OF WALL HT.)	nil		nil
MIN. SINGLE SIDE YARD	nil		1.22 m
MAXIMUM COVERAGE	65%	(MAIN)	1,510.88/1,858 = 81.3%
		(2ND-4TH)	1,433.45/1,858 = 77.2%

FLOOR AREA RATIO (FAR): 5,157.19/1858 = 2.78
(738.69sm - Main + 378.25sm - Mezz + 1,346.76 x 3 = 4,040.28sm - 2nd-4th)

ON SITE PARKING CONTRIBUTING TO SITE COVERAGE: 661.03/1,858 = 35.3 % — 81.3% - 35.3% = 46%

PARKING REQUIREMENTS

- 1 STALL PER EACH CONDOMINIUM UNIT - 66 UNITS = 66 STALLS

TENANT #1 - BUSINESS & PERSONAL SERVICES
- 1 PER 60 S.M./222.58 = 4 STALLS

TENANT #2 - COMMERCIAL SERVICES (POSSIBLE OPTION)
- 1 PER 20 S.M./186.19 = 9 STALLS

TENANT #3 - BUSINESS & PERSONAL SERVICES
- 1 PER 60 S.M./116.42 = 2 STALLS

TOTAL STALLS REQUIRED
- CONDOMINIUM USE = 66 STALLS
- BUSINESS SERVICES AND COMMERCIAL SERVICES = 15 STALLS
- TOTAL = 81 STALLS

TOTAL STALLS PROVIDED = 71 STALLS

2012.06.11	CONTRACT ZONING APPLICATION	-
DATE:	ISSUANCE:	REVISION:
DRAWN BY:		JOHN McGINN
STAMP:		

JMA ARCHITECTURE LTD
10138 Wascana Estates Regina, SK S4V2X4
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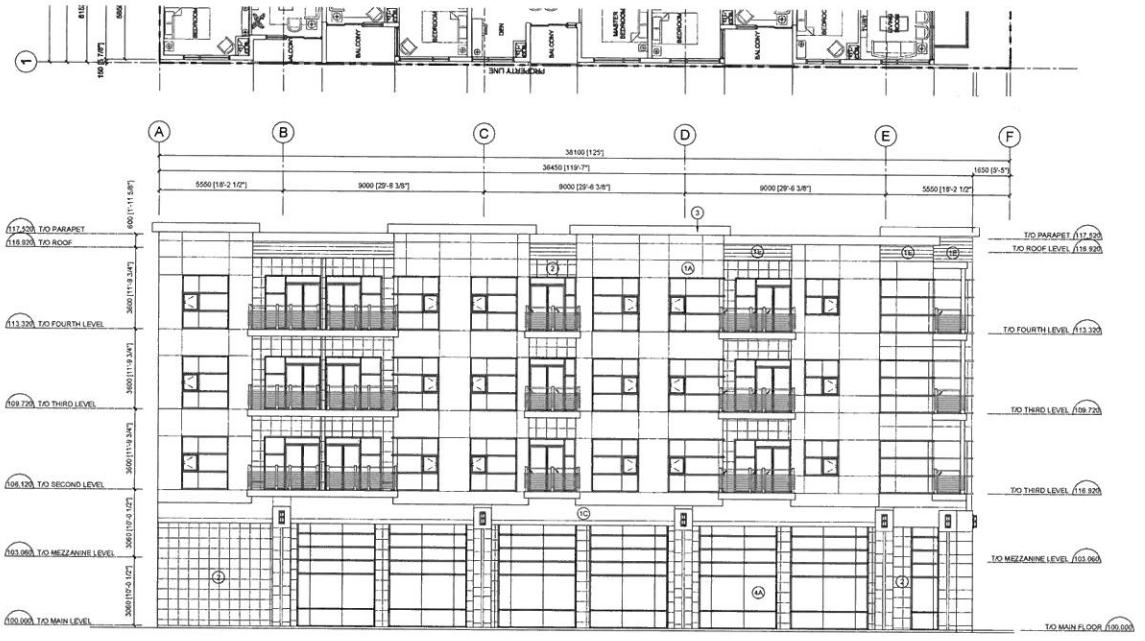
PROJECT TITLE:
PROPOSED CONDOMINIUM AND COMMERCIAL DEVELOPMENT
2100 15th AVE & 2276 TO 2256 SCARTH STREET

REGINA, SASK.

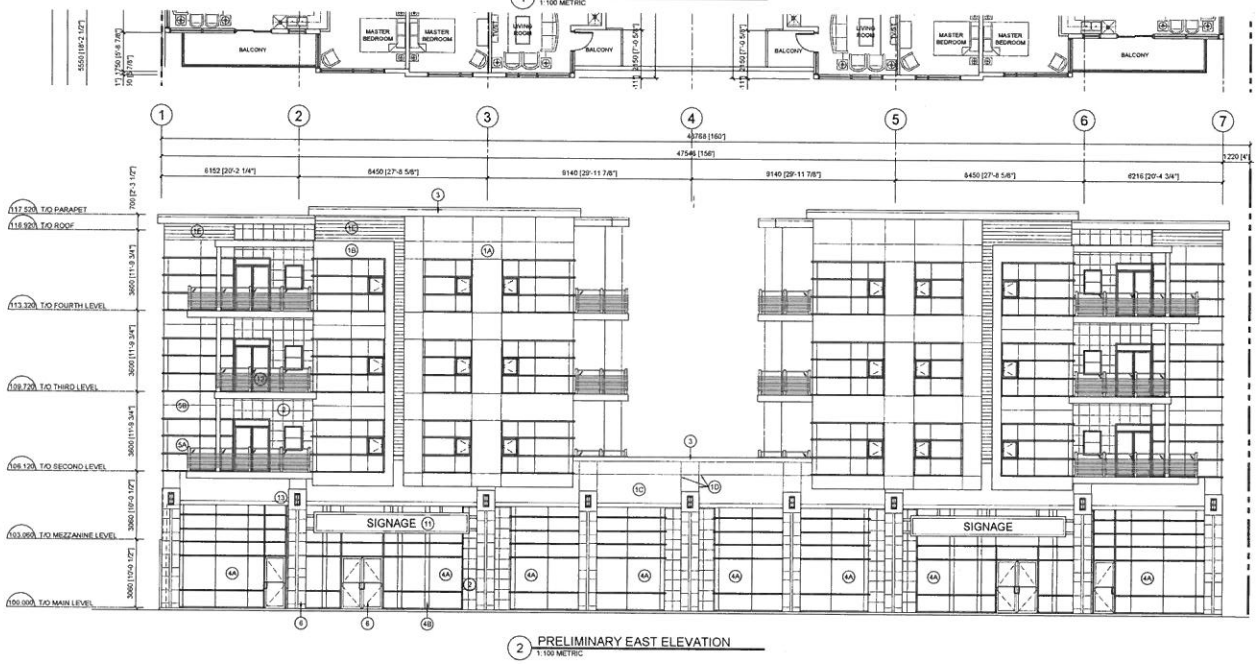
SHEET TITLE:
MAIN LEVEL FLOOR PLAN

PROJECT NUMBER: 12005	SHEET NUMBER: A-1.1
PROJECT DATE: 17 SEPT 12	REV. NUMBER: -

Appendix A-3.2



1 PRELIMINARY SOUTH ELEVATION
1:100 METRIC



2 PRELIMINARY EAST ELEVATION
1:100 METRIC

CONSTRUCTION NOTE LEGEND

(1A) EIFS ACRYLIC STUCCO FINISH - COLOR 1
OR
ARCHITECTURAL INSULATED METAL WALL PANEL SYSTEM BY METL-SPAN OR APP EQ - MODEL 'SANTA FE' WALL PANEL RUN HORIZONTAL

(1B) EIFS ACRYLIC STUCCO FINISH - COLOR 2

(1C) EIFS ACRYLIC STUCCO FINISH - COLOR 3

(1D) 3/4" EIFS REVEAL OR ARCHITECTURAL INSULATED METAL PANEL SYSTEM REVEAL (TYP)

(1E) HORIZONTAL STAINED CEDAR GROOVED SIDING - STAINED

(2) PORCELAIN OR SLATE TILE WALL APPLICATION 457mm X 457mm (18"X18") - COLOR - CHARCOAL

(3) 24 GA. PRE-FINISHED METAL PARAPET/FASCIA FLASHING - COLOR: DARK BRONZE

(4A) ALUMINUM STOREFRONT 451-T WINDOW SYSTEMBY KAWNEER OR APPROVED EQUAL - LOW E GLAZING - DOUBLE GLAZED SEALED UNITS - ARGON FILLED - CLEAR ANODIZED FINISH - COLOR: CLEAR ANODIZED.

(4B) ALUMINUM STOREFRONT 451-T WINDOW SYSTEM C/W INSULATED SPANDREL PANEL - GLAZING/FINISH COLOR BY ARCHITECT - C/W 12mm GYPROC INTERIOR FINISH - BY KAWNEER OR APP. EQUAL - COLOR #17 ANODIZED ALUMINUM FINISH.

(5A) ALUMINUM 518 SERIES ALUMINUM WINDOW SYSTEM BY KAWNEER OR APPROVED EQUAL - LOW E GLAZING - DOUBLE GLAZED SEALED UNITS - ARGON FILLED - CLEAR ANODIZED FINISH - COLOR: CLEAR ANODIZED

(5B) ALUMINUM 518 SERIES ALUMINUM WINDOW SYSTEM C/W INSULATED SPANDREL PANEL - GLAZING/FINISH COLOR BY ARCHITECT - C/W 12mm GYPROC INTERIOR FINISH - BY KAWNEER OR APP. EQUAL - COLOR #17 ANODIZED ALUMINUM FINISH.

(6) ALUMINUM 190 STILE ENTRY DOOR W/ DUAL GLAZED SEALED UNITS C/W ARGON FILL BY KAWNEER OR APP. EQUAL - COLOR: CLEAR ANODIZED

(7) HOLLOW METAL INSULATED DOOR & FRAME-PAINTED

(8) INSULATED STEEL PANEL OVERHEAD DOOR MODEL THERMATITE T175-MR PRE-FINISHED PANELS - COLOR WHITE BY RICHARDS WILCOX OR APPROVED EQUAL - FOR SIZE SEE DOOR SCHEDULE. VISION GLAZING - CONFIRM W/ TENANT/OWNER.

(9) 6" STEEL CONCRETE FILLED PIPE BOLLARD FRAMES SEE DETAIL

(10A) MASONRY OR 'SHOULD-ICE' STONE COLUMNS - COLOR AND MATERIAL TO BE CONFIRMED

(10B) MASONRY OR 'SHOULD-ICE' STONE FINISH - COLOR AND MATERIAL TO BE CONFIRMED

(11) FLOATING BUILDING SIGNAGE - SUPPORTED BY HSS FRAME TOP AND SIDE SUPPORTS: TO BE CONFIRMED WITH OWNER

(12) STAINED CEDAR RAILING SYSTEM C/W 6 MIL TEMPERED GLASS ON BALCONY SIDE OF CEDAR HORIZONTAL MEMBERS

(13) DECORATIVE LIGHT SCONCES

2012.06.11 CONTRACT ZONING APPLICATION -
DATE: ISSUANCE: REVISION:
DRAWN BY: JOHN McGINN
STAMP:

JMA ARCHITECTURE LTD
10128 Wascana Estates Regina, SK S4V0X4
W jmaarchitecture.ca C 306.330.5482 E john@jmaarchitecture.ca

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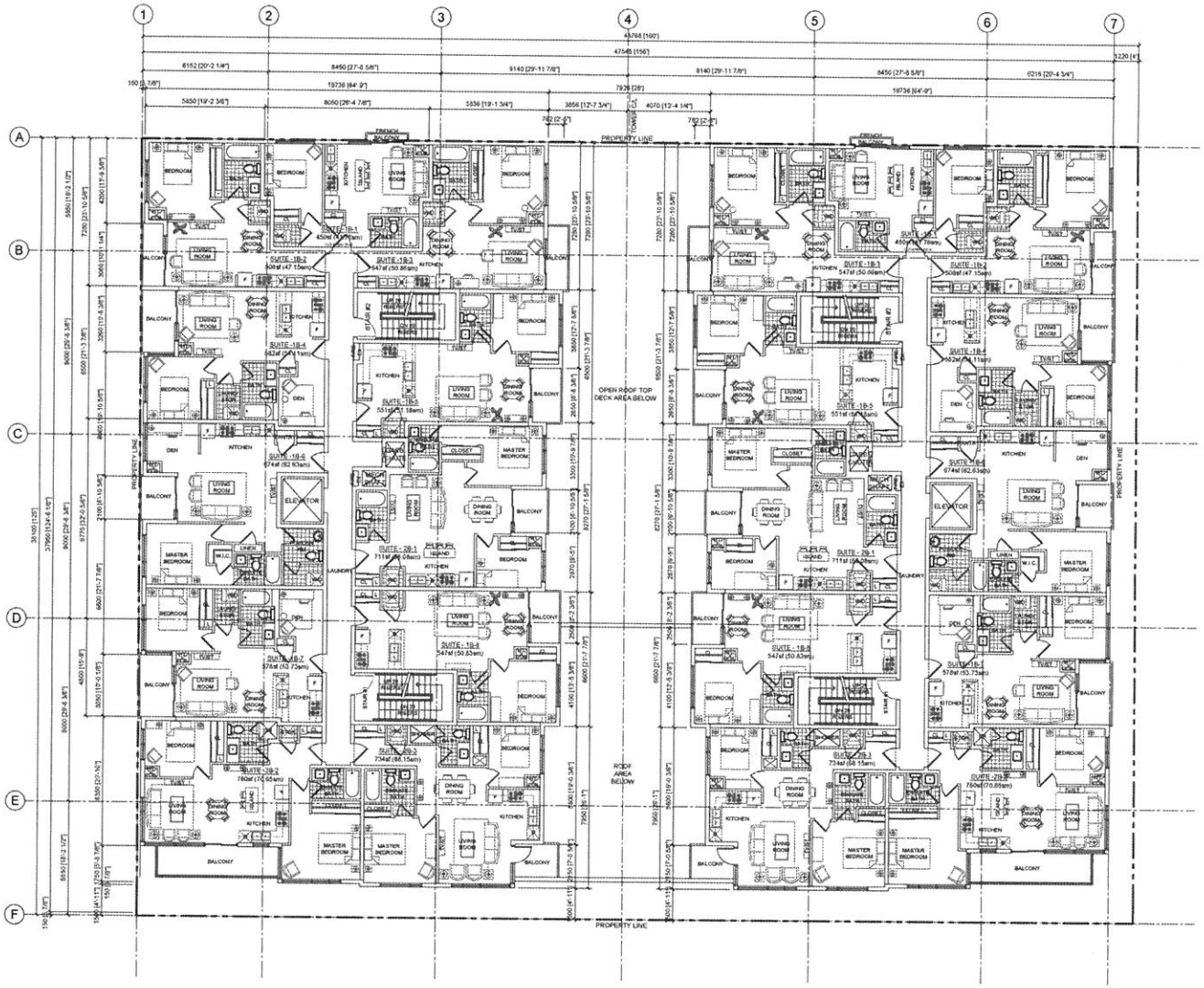
PROJECT TITLE:
PROPOSED CONDOMINIUM AND COMMERCIAL DEVELOPMENT
2100 15th AVE & 2276 TO 2256 SCARTH STREET

REGINA, SASK.

SHEET TITLE:
BUILDING ELEVATIONS

PROJECT NUMBER: 12005
SHEET NUMBER: A-2.1
PROJECT DATE: 17 SEPT 12
REV. NUMBER: -

Appendix A-3.3.1



2nd to 4th LEVEL FLOOR PLAN
1:100 METRIC

4 LEVEL BUILDING DEVELOPMENT - AREA LEGEND

BASEMENT LEVEL PLAN - PARKING		19,500 SQ. FT. (1811.56 SQ. M)
MAIN LEVEL PLAN - COMMERCIAL		
	LEASE SPACE #1	2,396 SQ. FT. (222.56 SQ. M)
	LEASE SPACE #2	2,904 SQ. FT. (198.19 SQ. M)
	LEASE SPACE #3	1,253 SQ. FT. (116.42 SQ. M)
	CORR/STAIR/SERV	4,750 SQ. FT. (441.36 SQ. M)
	PARKADE CEIL'G	1,255 SQ. FT. (116.57 SQ. M)
	PARKADE	4,605 SQ. FT. (427.77 SQ. M)
	TOTAL	16,263 SQ. FT. (1,510.69 SQ. M)
	EXTERIOR ON SITE	1,256 SQ. FT. (116.69 SQ. M)
	PARKING AREA	
	TOTAL ON SITE	116.69 + 427.77 + 116.57
	PARKING AREA	= 661.03 SQ. M
MEZZ. LEVEL PLAN - TERRACE/SUPPORT - SERVICE		
TOWER 1 (SOUTH)	- GYM - SUPPORT	995 SQ. FT. (92.45 SQ. M)
	- STAIR/ELEV/SERV	493 SQ. FT. (45.80 SQ. M)
	- TOTAL	1,490 SQ. FT. (137.45 SQ. M)
TOWER 2 (NORTH)	- GYM - SUPPORT	995 SQ. FT. (92.45 SQ. M)
	- STAIR/ELEV/SERV	493 SQ. FT. (45.80 SQ. M)
	- TOTAL	1,490 SQ. FT. (137.45 SQ. M)
2ND, 3RD AND 4TH LEVEL PLAN - RESIDENTIAL		
TOWER 1 (SOUTH)	SUITE AREA TOTAL	6,609 SQ. FT. (613.92 SQ. M)
	CORR/STAIR/SERV	817 SQ. FT. (75.94 SQ. M)
	- TOTAL	7,426 SQ. FT. (689.86 SQ. M)
TOWER 2 (NORTH)	SUITE AREA TOTAL	6,609 SQ. FT. (613.92 SQ. M)
	CORR/STAIR/SERV	817 SQ. FT. (75.94 SQ. M)
	- TOTAL	7,426 SQ. FT. (689.86 SQ. M)

2012.06.11	CONTRACT ZONING APPLICATION
DATE:	ISSUANCE: REVISION:
DRAWN BY:	JOHN McGINN
STAMP:	

JMA ARCHITECTURE LTD.
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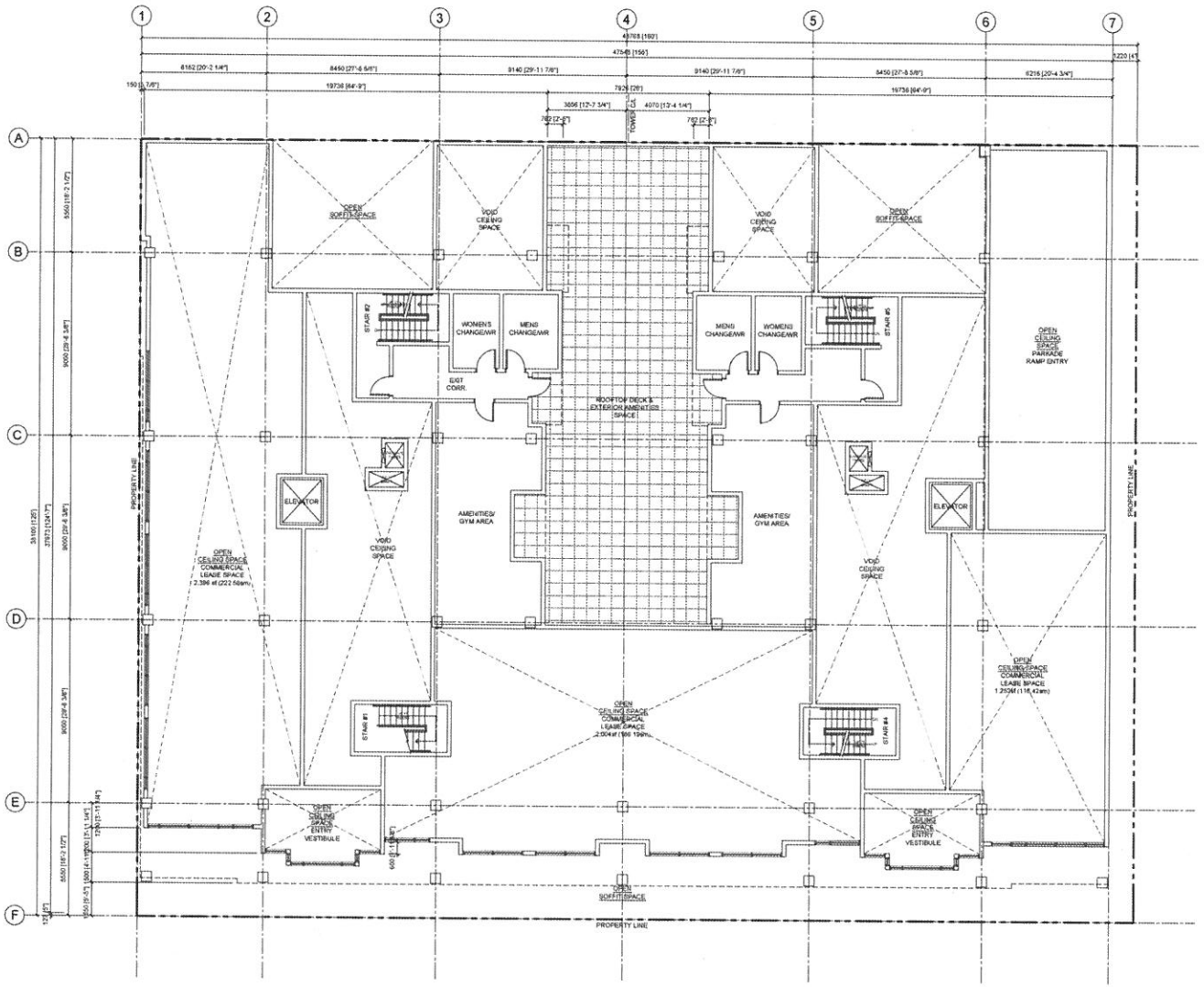
PROJECT TITLE:
PROPOSED CONDOMINIUM AND COMMERCIAL DEVELOPMENT
2100 15th AVE & 2276 TO 2256 SCARTH STREET

REGINA, SASK.

SHEET TITLE:
2ND TO 4TH LEVEL FLOOR PLAN

PROJECT NUMBER: 12005	SHEET NUMBER: A-1.3
PROJECT DATE: 17 SEPT 12	REV. NUMBER: -

Appendix A-3.3.2



1 MEZZANINE LEVEL FLOOR PLAN
1:100 METRIC

4 LEVEL BUILDING DEVELOPMENT - AREA LEGEND

BASEMENT LEVEL PLAN - PARKING		19,500 SQ. FT. (1811.58 SQ. M)
MAIN LEVEL PLAN - COMMERCIAL		
	LEASE SPACE #1	2,394 SQ. FT. (222.54 SQ. M)
	LEASE SPACE #2	2,004 SQ. FT. (186.19 SQ. M)
	LEASE SPACE #3	1,253 SQ. FT. (116.42 SQ. M)
	CORR/STAIR/SERV	4,750 SQ. FT. (441.36 SQ. M)
	PARKADE CEIL'G	1,255 SQ. FT. (116.97 SQ. M)
	PARKADE	4,605 SQ. FT. (427.77 SQ. M)
	TOTAL	16,263 SQ. FT. (1,510.69 SQ. M)
	EXTERIOR ON SITE PARKING AREA	1,256 SQ. FT. (116.69 SQ. M)
	TOTAL ON SITE PARKING AREA	116.69 + 427.77 + 116.97 = 661.03 SQ. M
MEZZ. LEVEL PLAN - TERRACE/SUPPORT - SERVICE		
TOWER 1 (SOUTH)	- GYM - SUPPORT	995 SQ. FT. (92.45 SQ. M)
	- STAIR/ELEV/SERV	485 SQ. FT. (45 SQ. M)
	- TOTAL	1,480 SQ. FT. (137.45 SQ. M)
TOWER 2 (NORTH)	- GYM - SUPPORT	995 SQ. FT. (92.45 SQ. M)
	- STAIR/ELEV/SERV	485 SQ. FT. (45 SQ. M)
	- TOTAL	1,480 SQ. FT. (137.45 SQ. M)
2ND, 3RD AND 4TH LEVEL PLAN - RESIDENTIAL		
TOWER 1 (SOUTH)	SUITE AREA TOTAL	6,809 SQ. FT. (613.92 SQ. M)
	CORR/STAIR/SERV	617 SQ. FT. (75.94 SQ. M)
	- TOTAL	7,426 SQ. FT. (689.86 SQ. M)
TOWER 2 (NORTH)	SUITE AREA TOTAL	6,809 SQ. FT. (613.92 SQ. M)
	CORR/STAIR/SERV	617 SQ. FT. (75.94 SQ. M)
	- TOTAL	7,426 SQ. FT. (689.86 SQ. M)

2012.06.11	CONTRACT ZONING APPLICATION	
DATE:	ISSUANCE:	REVISION:
DRAWN BY:		John McGinn
STAMP:		

JMA ARCHITECTURE LTD
1919F Rosecane Estates Regina, SK S4V2C8
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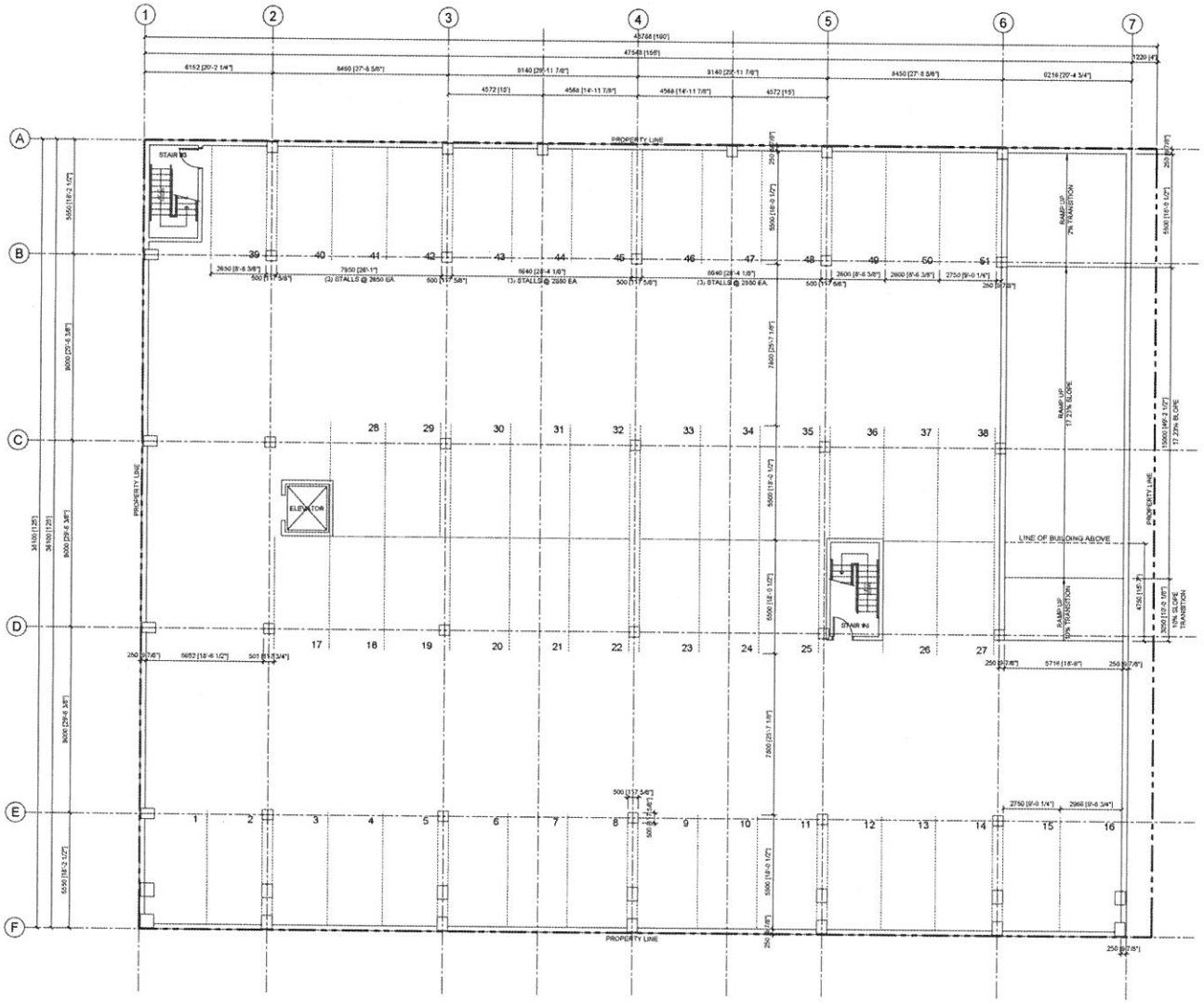
PROJECT TITLE:
PROPOSED CONDOMINIUM AND COMMERCIAL DEVELOPMENT
2100 15th AVE & 2276 TO 2256 SCARTH STREET

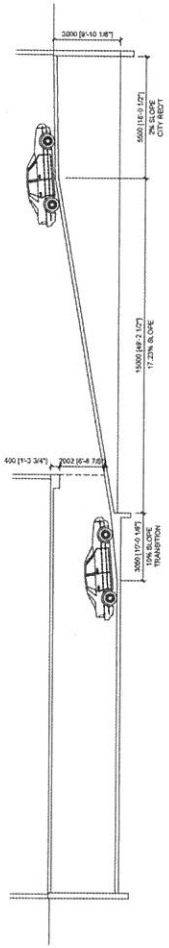
REGINA, SASK.

SHEET TITLE:
MEZZANINE LEVEL FLOOR PLAN

PROJECT NUMBER: 12005	SHEET NUMBER: A-1.2
PROJECT DATE: 17 SEPT 12	REV. NUMBER: -

Appendix A-3.3.3





32 1 BASEMENT LEVEL PARKADE PLAN
1:100 METRIC

4 LEVEL BUILDING DEVELOPMENT - AREA LEGEND

BASEMENT LEVEL PLAN - PARKING — 19,500 SQ. FT. (1811.58 SQ. M)

MAIN LEVEL PLAN - COMMERCIAL

	LEASE SPACE #1	2,396 SQ. FT. (222.58 SQ. M)
	LEASE SPACE #2	2,904 SQ. FT. (269.79 SQ. M)
	LEASE SPACE #3	1,253 SQ. FT. (116.42 SQ. M)
	CORR/STAIR/SERV	4,750 SQ. FT. (441.36 SQ. M)
	PARKADE CEILING	1,359 SQ. FT. (116.87 SQ. M)
	PARKADE	4,605 SQ. FT. (427.77 SQ. M)
	TOTAL	16,263 SQ. FT. (1,510.83 SQ. M)
	EXTERIOR ON SITE PARKING AREA	1,256 SQ. FT. (116.69 SQ. M)
	TOTAL ON SITE	116.69 + 427.77 + 116.87
	PARKING AREA	= 661.03 SQ. M

MEZZ. LEVEL PLAN - TERRACE/SUPPORT - SERVICE

TOWER 1 (SOUTH)	- GYM - SUPPORT	995 SQ. FT. (92.45 SQ. M)
	- STAIR/SELEV/SERV.	485 SQ. FT. (45 SQ. M)
	- TOTAL	1,490 SQ. FT. (137.45 SQ. M)
TOWER 2 (NORTH)	- GYM - SUPPORT	995 SQ. FT. (92.45 SQ. M)
	- STAIR/SELEV/SERV.	485 SQ. FT. (45 SQ. M)
	- TOTAL	1,490 SQ. FT. (137.45 SQ. M)

2ND, 3RD AND 4TH LEVEL PLAN - RESIDENTIAL

TOWER 1 (SOUTH)	SUITE AREA TOTAL	6,609 SQ. FT. (613.92 SQ. M)
	CORR/STAIR/SERV.	817 SQ. FT. (75.94 SQ. M)
	- TOTAL	7,426 SQ. FT. (689.86 SQ. M)
TOWER 2 (NORTH)	SUITE AREA TOTAL	6,609 SQ. FT. (613.92 SQ. M)
	CORR/STAIR/SERV.	817 SQ. FT. (75.94 SQ. M)
	- TOTAL	7,426 SQ. FT. (689.86 SQ. M)

2012.06.11	CONTRACT ZONING APPLICATION	.
DATE:	ISSUANCE:	REVISION:
DRAWN BY:		JOHN McGINN
STAMP:		

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10136 Wascana Estates Regina, SK S4V2X4
W jmaarchitecture.ca C 306.530.5462 E john@jmaarchitecture.ca

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PROJECT TITLE:
PROPOSED CONDOMINIUM AND COMMERCIAL DEVELOPMENT
2100 15th AVE & 2276 TO 2256 SCARTH STREET

REGINA, SASK.

SHEET TITLE:
BASEMENT PARKING LEVEL PLAN

PROJECT NUMBER: 12005	SHEET NUMBER: A-1.0
PROJECT DATE: 17 SEPT 12	REV. NUMBER: -

Appendix A-3.4.1

www.perspectiveconsulting.ca

Appendix A-3.4.2

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APPENDIX B

Applicant's Response to Concerns

Thursday, August 16, 2012

Mr. Ben Mario
Senior Planner – City of Regina
2476 Victoria Avenue
P.O. Box 1790
Regina, SK S4P 3C8

Dear Mr. Ben Mario:

Regarding: Response to City of Regina's Open House Comments Summarization

Project No. 12 CZ-6 (Proposed Mix-Use Building – Scarth and 15th Ave)

Please accept this letter as the response to The City of Regina's Comments regarding Project No. 12-CZ-6, a proposed mixed-use building on the Northwest corner of Scarth Street and 15th Avenue (Regina, Saskatchewan). We thank you for your consideration and timely response.

As we understand you had the following 3 concerns:

1. The proposed building exceeds 65% of the site, the maximum laid out in the current zoning bylaws(regulations);
2. The proposed setback is not consistent with current zoning; and
3. Potential increase of traffic in the neighborhood

Our response to the following concerns is as follows:

1. The proposed building exceeds 65% of the site, the maximum laid out in the current zoning bylaws(regulations);

- The primary reason for exceeding the maximum site coverage is the economic feasibility. This project would simply not be economically feasible if we were unable to fully utilize the site. Utilizing only 65% of the site would increase the buildable land value by 54%. With current land values in the Transitional Area at $85PSF, the project's buildable land value would be north of $130PSF; far exceeding most Downtown Property.

- Good Design also plays a large part in the massing of the property. Of the 81% site coverage, 46% of the site is concealed parking. If the project had unconcealed surface parking, that area would not be included in the massing calculation, but that would not comply with current parking policies.

2. The proposed setback is not consistent with current zoning;

- We think that buildings should be built up to, or close to, the sidewalk in order to:
    - Establish an urban character,
    - Enhance the pedestrian experience,
    - Improve streetscape aesthetic and bring activities closer to the sidewalk,
    - Give the property the ability to conceal parking
    - Increase surveillance to the park and surrounding area, and
    - Promote a sense of community.

  All of which are qualities that the Transitional Area Policies are asking for.

- The current setback is proposed because of the research that our group did while designing obtainable housing and looking at other affordable housing projects throughout Canada. We found that the most effective width of condo buildings is approximately 66 feet wide, due to the necessary components of a condominium (bedrooms, living space, kitchens, and bathrooms). In the design process we looked at many orientations of the building on this site. We found that if we went with a north south orientation we would be limited to utilizing approximately 52% of the site. Under our proposed plan, the project would use approximately 83%; meaning a north south orientation is not economically feasible.

- The design of the building also looked at reducing the length of the building from its 125ft depth to 110ft, which meant a 20% loss in sellable area, making the project not economically feasible.

- As a compromise to the zoning we have reduced the depth of the main floor space to the 3m set back. The main floor is approximately 20 feet in height and a covered public space will be created for pedestrian shelter and a shaded amenity for the residents of the building and the community.

3. Potential increase of traffic in the neighborhood

- The reason why there is a perceived traffic congestion issue in the neighborhood is due to the fact that the citizens of Regina are dependent on their vehicles to get to and from work. This project will allow residents to be less dependent on vehicles. It would also allow residents the ability to walk to work, the university, and other

places within our downtown reducing the traffic load on the downtown and potentially freeing up 66 new parking stalls in the downtown area.

Please feel free to contact me directly if you would like additional details on any of the information above. We hope that the concerns don't over shadow the primary objective of this project: developing affordable housing for the inner-city. With the average Regina home selling at a price reaching $313,917 in July 2012, our 66 condo-units with prices ranging from $199,000 to $320,000 are even more necessary given current market pressures.

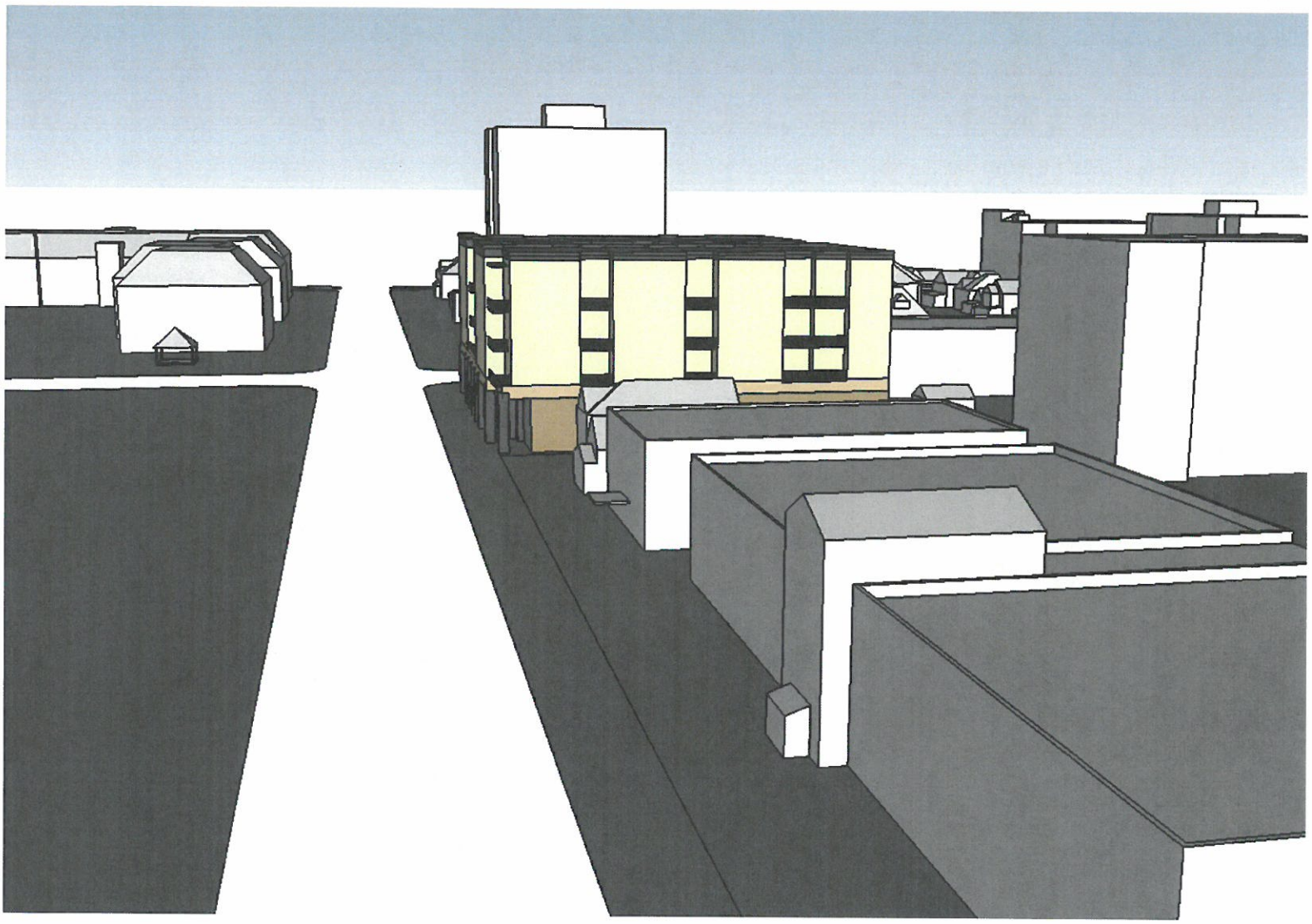
It should be noted that this project meets 9 of the 12 housing objectives found in Regina Development Plan, 6 of 7 situations where an infill project would be encouraged for the inner city and all 3 of the situations where developments would be encouraged in the Downtown. This project will also comply with the newly adopted Regina Downtown Neighborhood Plan and its 8 Big Moves.

In conclusion, the City of Regina should consider granting the required rezoning of these properties to allow this project to move forward. This development will be an asset to the transition and downtown areas by providing much needed affordable residential units near the heart of the City and the development of a vacant parking lot in the Transitional Area. We thank you in advance for your consideration to our application.

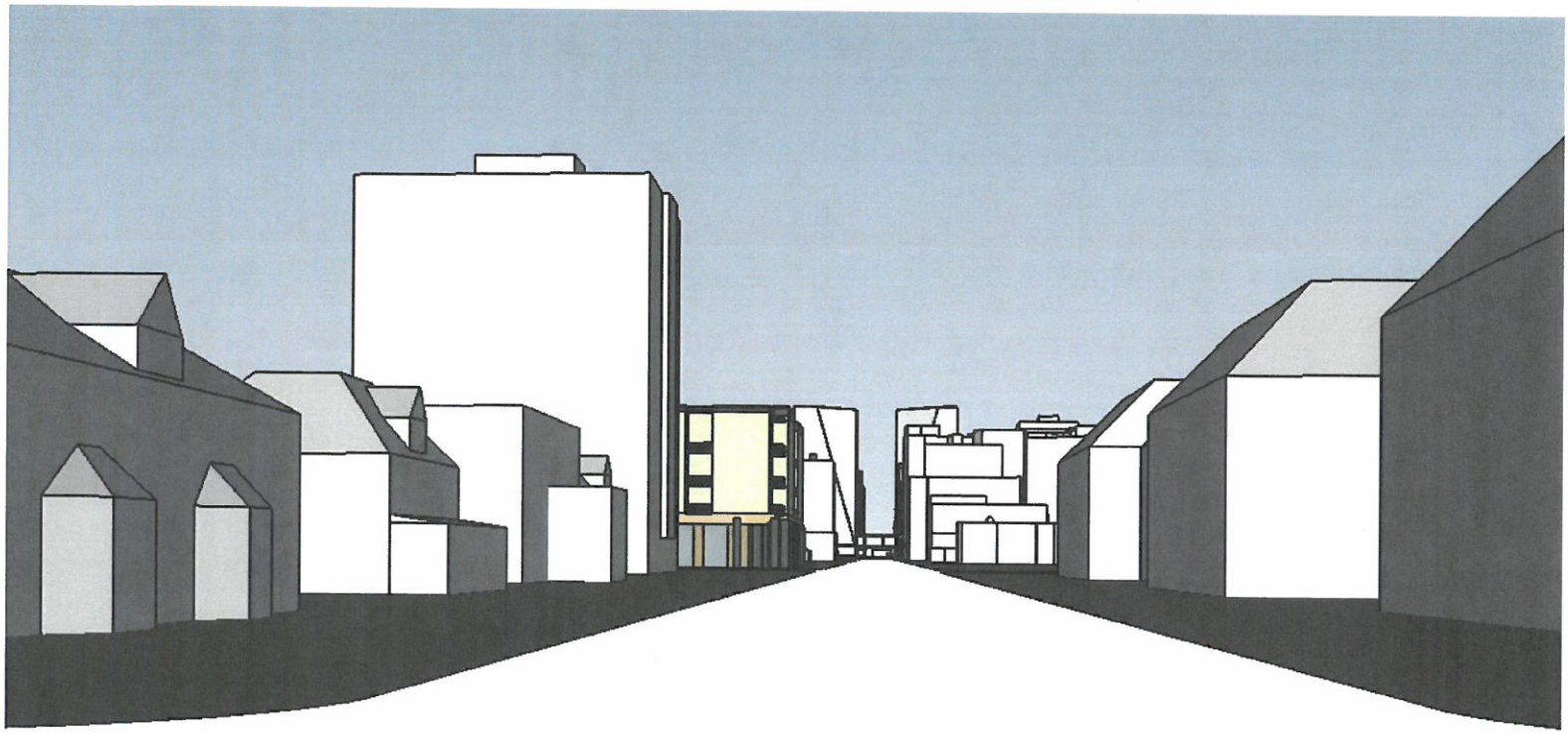
Sincerely

Carmen Lien

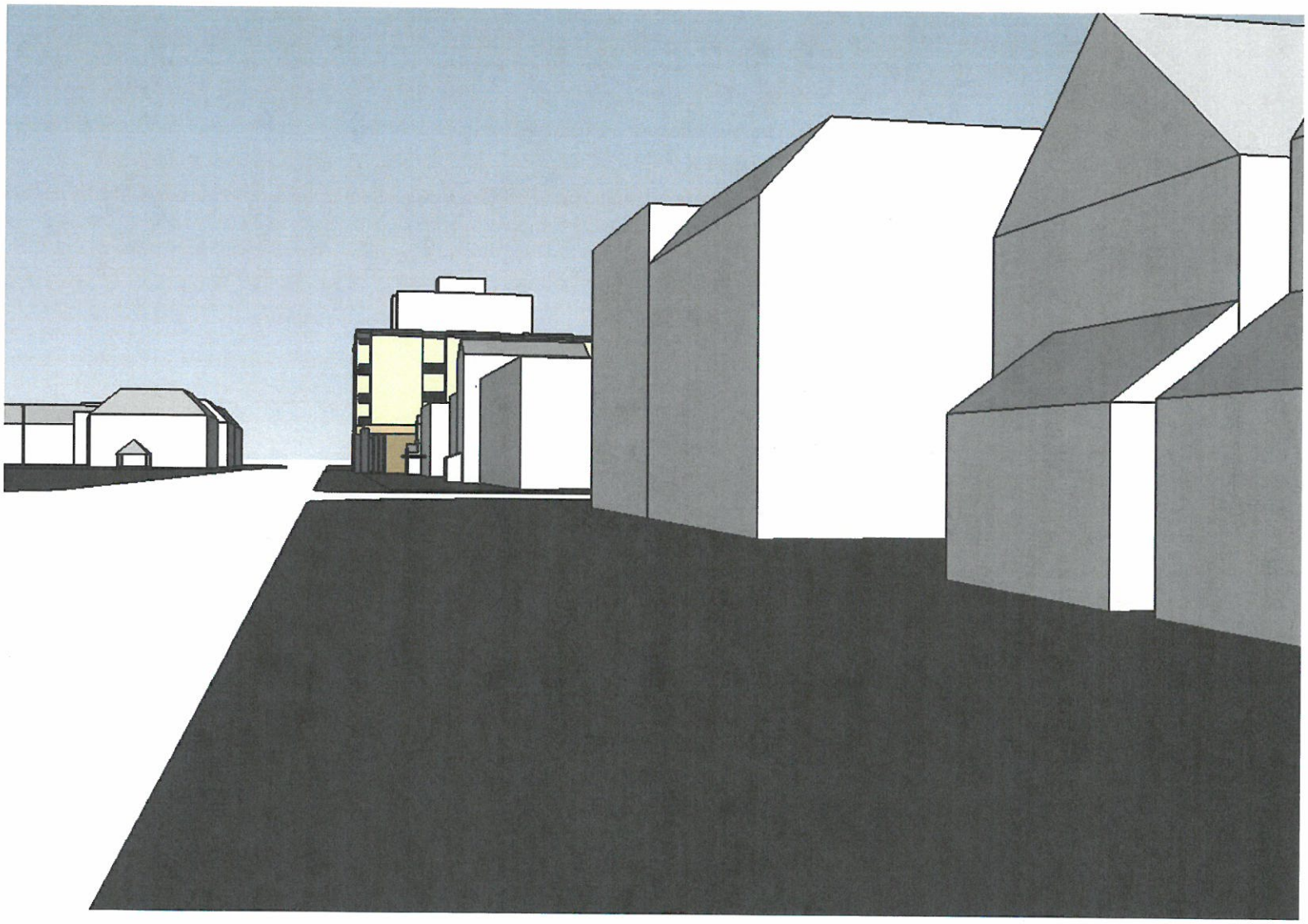
Appendix C-1



Appendix C-2



Appendix C-3



Appendix C-4

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Appendix C-5

Appendix C-6

Appendix C-7

Appendix C-8

APPENDIX D

Comments and Concerns Noted by the Public and the Administration's Response

Support for the proposal

- Affordable housing and designed for young professionals; a "must have" for downtown Regina/ provides a realistic opportunity to own property
- Consideration for parking; underground and main level stalls ensures minimal space is wasted for parking lots on site
- Members of the neighbourhood indicated they would consider purchasing a unit if the project is approved
- Main floor commercial space is beneficial to downtown Regina; more mixed-use development is needed in the downtown area. The reduced setback will create better interaction between the commercial use and street.
- Vibrant, unique, will add to revitalization of the downtown; organic, natural design that will blend in well to the surrounding landscape.
- Increased safety from lighting and pedestrian traffic; building height and site coverage works to allow best use of the area
- Well-designed building in the transitional neighbourhood; promotes the live, work, play vision of a sustainable neighbourhood.
- Emphasis on pedestrian-oriented environment; mixed-use zoning will help alleviate urban sprawl, traffic congestion and crime in the downtown area
- Enhances the neighbourhood with a modern and functional design
- "thinking outside of the box" design that other developers should use as a model in future residential/commercial developments.

Scale, Massing, Site Development

- Concerns regarding streetscape and trees canopy/coverage; preserve residential feeling of area/ preserve existing, mature trees
- Setback should be consistent with current zoning/ site coverage at 65 %/ extending all the way to the property line is not appropriate for the neighbourhood
- Scale of development will set a new precedent in the area and change the character of the neighbourhood.
- Concerns regarding precedence – relaxing zoning standards for this property may create new trend in future similar proposals

Administration's Response: Concerns relating to scale and massing of the development are addressed in the body of this report.

Parking and Traffic

- Parking is an issue and scarce during the week/ not enforced/ City should enforce parking restrictions,
- Does not support having a gym as it may increase traffic

- The added traffic (both of residents and business) will only exacerbate and add to the congestion in the area/ increased noise/ traffic hazardous to children playing in the area.
- development needs to provide adequate parking for commercial patrons as well.

Administration's Response: The City acknowledges that parking management is an issue in the downtown and surrounding neighbourhoods. The City is engaged in a study of parking issues in the Downtown and surrounding neighbourhoods to determine strategies for management of parking in the area.

While the proposal would add more vehicles to the area, it would also allow people the opportunity to walk to work, add population that would attract more local services, allow for space for local commercial services to develop, thereby contributing to a more pedestrian-friendly urban environment.

Use

- Would approve of condos for residential use only, without the commercial use on the main floor / gym not needed with YMCA 3-4 blocks away/ previous businesses located on same site all unsuccessful.
- The City should not amend the neighbourhood plan to allow for commercial use. The neighbourhood should remain mostly residential.

"None of the above/other"

- The proposed residential units are too small and will not meet the needs of new families.

Administration's Response: The City does not regulate the size of units on the site. However, the Administration supports the idea of more compact residential units in the downtown as a solution to address housing affordability, to increase the population in the downtown area, and as an alternative market option.

- Trash removal/ where will the added garbage go and where would bins be located for trucks to move in/out.

Administration's Response: Garbage disposal areas are located indoors, within the building. The Applicant has indicated that the internal parking lot would be managed as to ensure garbage would be picked up after business hours when the parking lot would be empty.

- Entrances to the commercial space along 15th Avenue should be added. As designed the street front is not engaging.

Administration's Response: The applicant has confirmed that the commercial front on 15th Avenue is designed as a curtain wall and entrances could be added and the commercial space be subdivided if needed.

BYLAW NO. 2012-47

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 15)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 *Regina Zoning Bylaw No. 9250* is amended in the manner set forth in this Bylaw.

2 Chapter 9, Special Zone Regulations, Table 9.1 (Current Contract Zone Agreements), Chapter 19 - Zoning Maps (Map No. 2887) and Chapter 20 – Agreements are amended as they pertain to the properties as shown on attached Appendix "A" and legally described and being rezoned as followed:

Land Description: **Surface Parcel #107195171**
Lot 15, Block 414, Plan No. OLD33, Extension 0

Surface Parcel #107195160
Lot 16, Block 414, Plan No. OLD33, Extension

Civic Address: **1550 – 14th Avenue**

Current Zoning: **R4A – Residential Infill Housing**

Proposed Zoning: **C - Contract**

3 The City Clerk is authorized to execute under seal the Contract Zone Agreement attached as Schedule "B" and forming part of this Bylaw.

4 This Bylaw comes into force on the date an interest based on the Contract Zone Agreement is registered in the Land Registry at Information Services Corporation.

Approved as to form this ____ day of _____, 2012.

City Solicitor

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012

Mayor

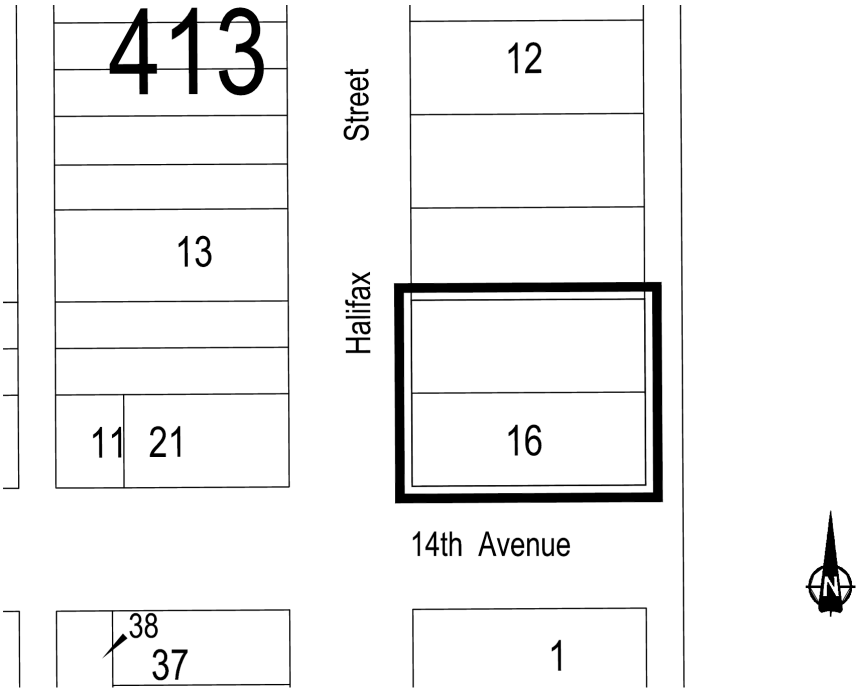
City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

Appendix "A"

Project 11-CZ-7:



ABSTRACT

BYLAW NO. 2012-47

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 15)

PURPOSE:	To amend *Regina Zoning Bylaw No. 9250.*
ABSTRACT:	The proposed zoning bylaw amendment pertains to a contract zone agreement which will accommodate the development of a three-storey commercial building on the property located at 1550 – 14th Avenue. The property is currently zoned for residential use but is situated within the Medical District that forms part of the General Hospital Area Secondary Plan. The proposed building will contained medical and dental offices and other medical related uses on the second and third floors, and a limited number of other commercial uses on the main floor. The contract zone agreement is required to address the types of uses that may be accommodated in the proposed building.
STATUTORY AUTHORITY:	Section 69 of *The Planning and Development Act*, *2007*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
PUBLIC NOTICE:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
REFERENCE:	Regina Planning Commission Meeting September 5, 2012 RPC12-34
AMENDS/REPEALS:	Amends *Regina Zoning Bylaw No. 9250*.
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

Schedule "B"

THIS AGREEMENT made as of this 2 day of OCTOBER., 2012.

BETWEEN:

THE CITY OF REGINA
in its capacity as approving authority
pursuant to *The Planning and Development Act, 2007*
(the "City")

- and -

WESTLAND VENTURES LTD.
(the "Owner/Applicant")

CONTRACT ZONE AGREEMENT

WHEREAS:

A. The City has an approved official community plan as contemplated in section 69 of *The Planning and Development Act, 2007* that contains guidelines respecting the entering into of agreements for the purpose of accommodating requests for the rezoning of lands to permit the carrying out of a specific proposal, referred to as "contract zoning"; and

B. The Owner/Applicant is the registered owner of the lands and buildings located at 1550 - 14th Avenue, Regina, Saskatchewan, and legally described, respectively as:

Surface Parcel No. 107195171
Reference Land Description: Lot 15, Block 414, Plan OLD 33, Extension 0

Surface Parcel No. 107195160
Reference Land Description: Lot 16, Block 414, Plan OLD 33, Extension 0

(the "Property"); and

C. The Owner/Applicant has applied to the City to have the Property rezoned from R4A - Residential Infill Housing to C - Contract to permit the use of the Property in order to accommodate the development of a proposed commercial building (the "Proposal").

NOW THEREFORE, the Parties agree as follows:

1. **Preamble.** The preamble forms an integral part of this Agreement.

2. **Establishment of the Contract Zone.** The City hereby agrees that the zoning of the Property shall be a contract zone (C - Contract) pursuant to the provisions of *The Planning and Development Act, 2007* and *Regina Development Plan, Bylaw No. 7877* to accommodate the Owner/Applicant's Proposal ("Contract Zone").

3. **Effective Date.** The effective date of this Agreement shall be the date of passage of the bylaw by City Council authorizing the Contract Zone (the "Effective Date"), it being understood by the Owner/Applicant that the relevant amendments to *Regina Zoning Bylaw No. 9250* (the "Zoning Bylaw") shall not take effect until an interest based on this Agreement is registered against the affected titles to the Property at the Saskatchewan Land Titles Registry.

4. **Permitted Development and Use.** Permitted development and use of the Property shall be as follows:

   (a) Development of the proposed commercial building on the Property shall be consistent with the plans and drawings labelled A3 to A11, inclusive, prepared by P3 Architecture Partnership (P3A) and attached to this Agreement as Schedule "A".

   (b) On the second and third floors of the proposed commercial building, permitted uses shall be limited to medical and dental offices and other medical-related uses, including but not limited to clinics and laboratories.

   (c) Medical and dental offices and other medical-related uses shall also be permitted on the main floor of the proposed commercial building. As well, the following other uses shall be permitted on the main floor, subject to the applicable maximum floor areas per individual occupancy as established for the NC - Neighbourhood Convenience Zone:

      i) a confectionary store, which by definition shall have a maximum gross floor area (GFA) of 150m^2;
      ii) general office uses, subject to a maximum GFA of 300m2;
      iii) personal service establishments, subject to a maximum GFA of 200m^2;
      iv) retail uses, subject to a maximum GFA of 300m^2;
      v) an unlicensed restaurant, subject to a maximum seating capacity of 50 persons.

   (d) A detailed landscape plan for the Property shall be submitted for review and approval by the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject property shall be in accordance with *The Forestry Bylaw, 2002* (Bylaw No. 2002-48, as amended).

   (e) The erection or placement of commercial signs on the Property shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the Zoning Bylaw.

(f) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of the Zoning Bylaw.

(g) The approval to initiate the proposed development shall be valid for a period of two years from the date of City Council's passage of the Zoning Bylaw amendment that authorizes the contract zone agreement.

The contract zone agreement shall be registered in the City's interest against the titles to the subject properties (Lots 15 and 16, Block 414, Plan OLD 33) and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.

5. **Conditions.** The Contract Zone and this Agreement shall be conditional on the following:

(a) None of the land or buildings comprising the Property shall be developed or used except in accordance with this Agreement.

6. **Time Limits.** The City's approval to initiate the proposed development on the Property shall be valid for a period of two years from the Effective Date.

7. **Compliance with Laws Other than Zoning.** The Owner/Applicant agrees to comply with and to conform to the requirements of every applicable statute, law, bylaw, code and order in connection with its development, use or occupancy of the Property, which govern the Property and not to use either the land or building for any unlawful purpose.

8. **Termination.** Subject to the requirements of *The Planning and Development Act, 2007*, this Agreement may be terminated or declared void by the City if:

(a) the Property is developed or used contrary to the provisions of this Agreement; or

(b) the development fails to meet a time limit prescribed in this Agreement.

9. **Re-Zoning on Termination.** In the event that this Agreement is declared void or otherwise terminated or expires, the zoning of the Property shall revert to R4A - Residential Infill Housing.

10. **Liability on Termination and Indemnity.** In the event that this Agreement is declared void or otherwise terminated, the City shall not be liable to the Owner/Applicant for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Profit.

11. **Departure or Waiver.** Departure from or waiver of the terms of this Agreement shall be deemed not to authorize any prior or subsequent departure or waiver and the City shall not be obligated to suffer any continued departure or grant further waiver(s). No alteration or modification of any of the provisions of this Agreement shall be binding unless the same is in writing and signed by the parties.

12. **Severability.** If any covenant or provision of this Agreement is deemed to be void or

unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of this Agreement.

13. **Governing Jurisdiction.** This Agreement shall be governed and interpreted exclusively in accordance with the laws of the Province of Saskatchewan.

14. **Amendment of Agreement.**

(a) Pursuant to *The Planning and Development Act, 2007*, the council of the City may, on the application by the Owner/Applicant or any subsequent owner of the Property:

(i) vary this Agreement;

(ii) enter into a new agreement; or

(iii) extend any time limit established in this Agreement.

(b) Notwithstanding clause (a), the provisions hereof may not otherwise be modified, unless design modifications are approved by the Development Officer, in his/her sole discretion, pursuant to that certain policy document approved by the Council of the City on or about March 25, 1991 and entitled *Guidelines for Changes to Contract Zones.*

15. **Notice.** Any notice required to be given by the parties under the terms hereof shall be in writing and may be delivered personally or mailed in a properly stamped and addressed envelope to the party to be notified at the address as follows:

(a) to the City at:

Director of Planning and Sustainability
City of Regina
P. O. Box 1790
Regina SK S4P 3C8

(b) to the Owner/Applicant at:

Westland Ventures Ltd.
3815 Albert Street
Regina SK S4S 3R4

16. **Registration of Agreement.** The parties acknowledge and agree that:

(a) this Agreement is made pursuant to section 69 of *The Planning and Development Act, 2007;*

(b) the City shall register an interest against the title(s) to the Property based on the terms of this Agreement and, upon such registration, this Agreement shall be binding on and run with the Property as against the Owner/Applicant and the Owner/Applicant's heirs, executors, administrators, successors and assigns; and

(c) the interest mentioned in clause (b) shall register in preference to all other encumbrances against the Property save and except those acceptable to the City.

IN WITNESS WHEREOF the Parties have hereunto affixed their hand and seal on the day and year first above written.

(seal)

THE CITY OF REGINA

_____

City Clerk

(seal)

WESTLAND VENTURES LTD.

Per: _____

Per: _____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, SHAWN FARROW, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

1. I am an Officer of WESTLAND VENTURES named in the within agreement; and

2. I am authorized by the corporation to execute the document without affixing a corporate seal.

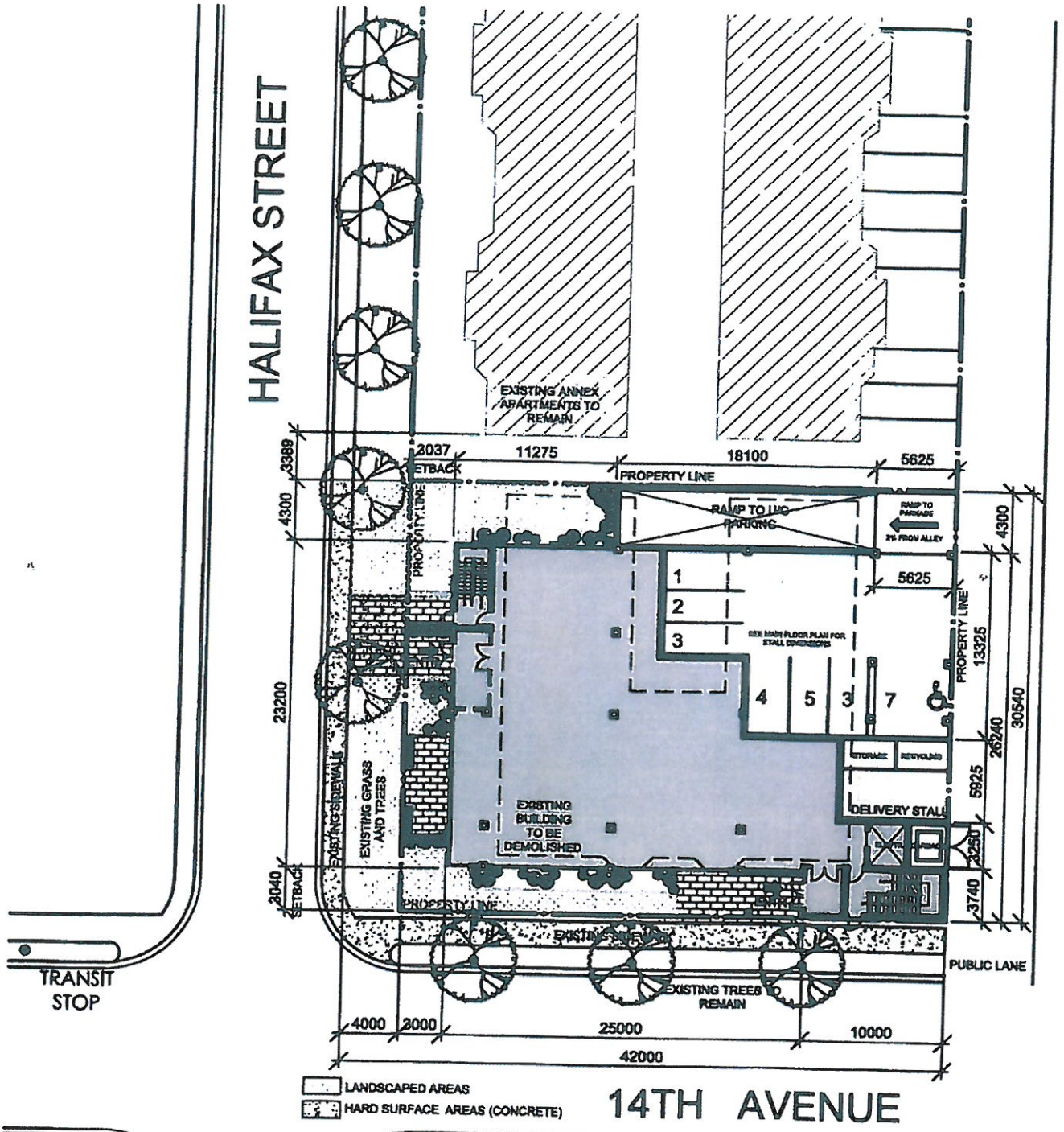
SWORN BEFORE ME at Regina, Saskatchewan, this 2nd day of October, 2012.)

)

)

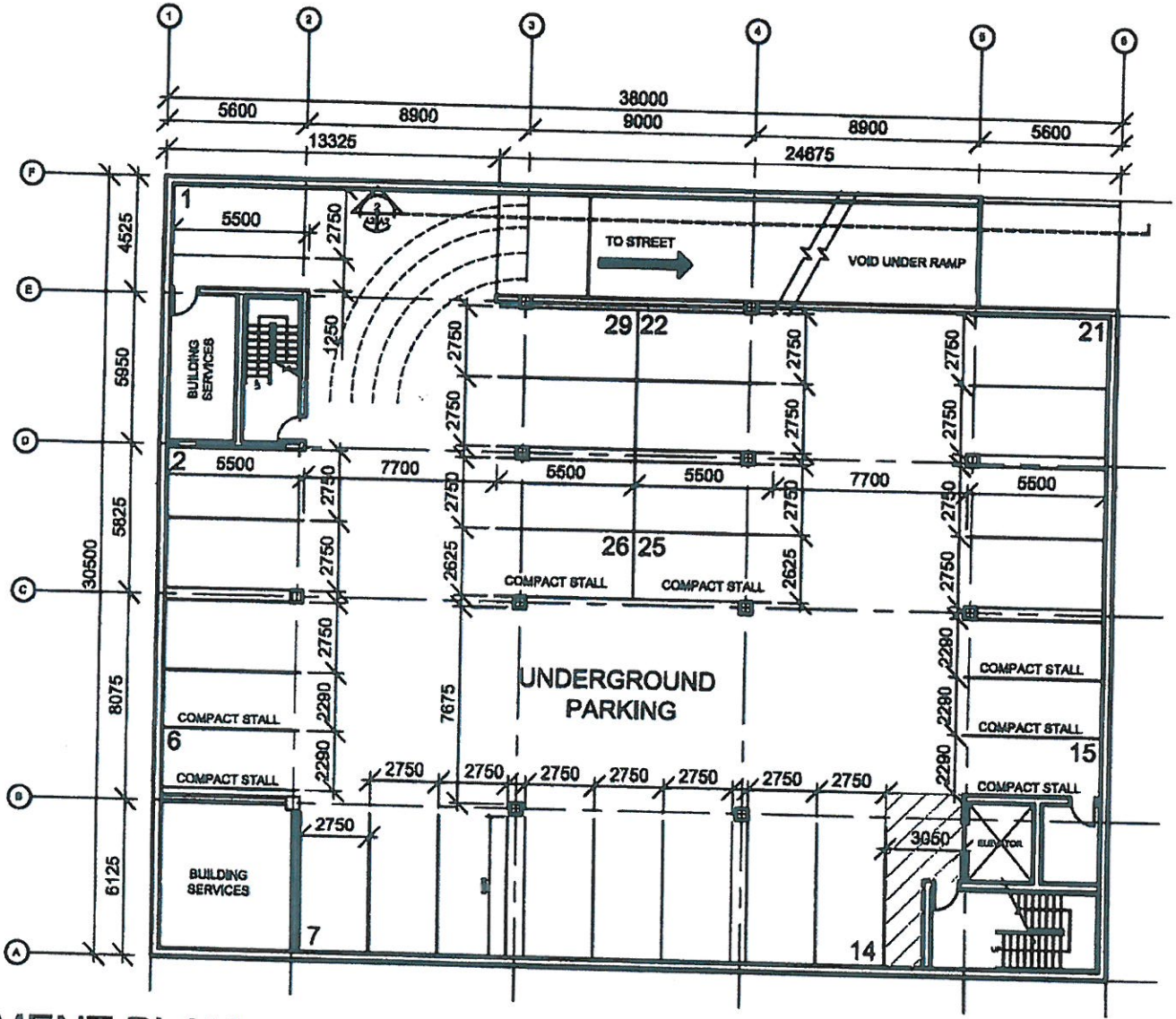
A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
~~My Commission expires~~
Being a Solicitor.

Schedule "A"



SITE PLAN
LANDSCAPE PLAN
SCALE 1:400

P3A REGINA - SASKATOON	PROJECT JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY CR	DRAWING NO.
		SCALE AS NOTED	
	TITLE SITE PLAN LANDSCAPE PLAN	DATE 2012-08-03	A3
		FILE NO. 11-24	

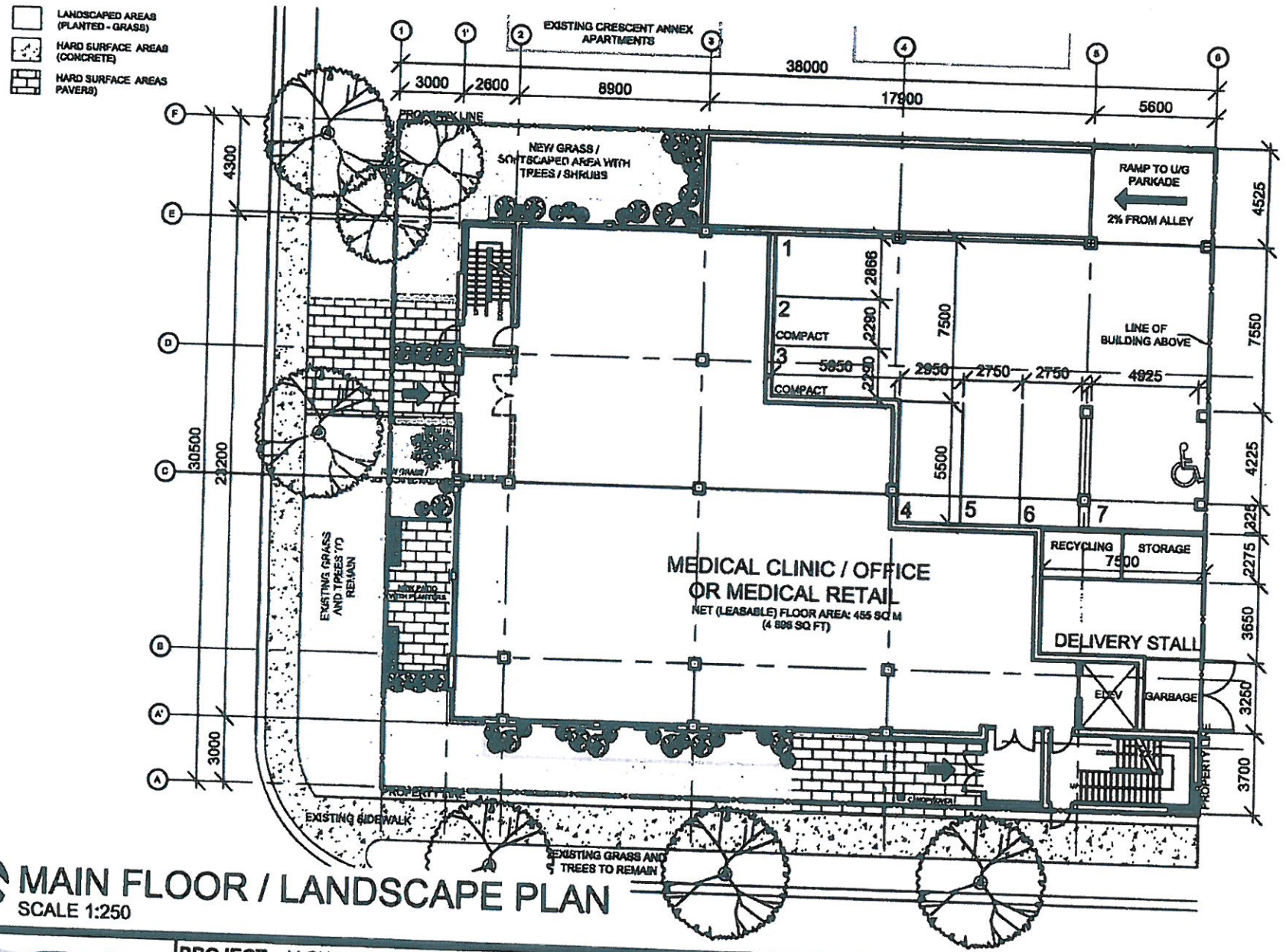


BASEMENT PLAN
SCALE 1:250

P3A
REGINA - SASKATOON

PROJECT	JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY	CR
		SCALE	AS NOTED
TITLE	BASEMENT FLOOR PLAN / PARKING LAYOUT	DATE	2012-08-03
		FILE NO.	11-24

DRAWING NO. A4



MAIN FLOOR / LANDSCAPE PLAN

SCALE 1:250

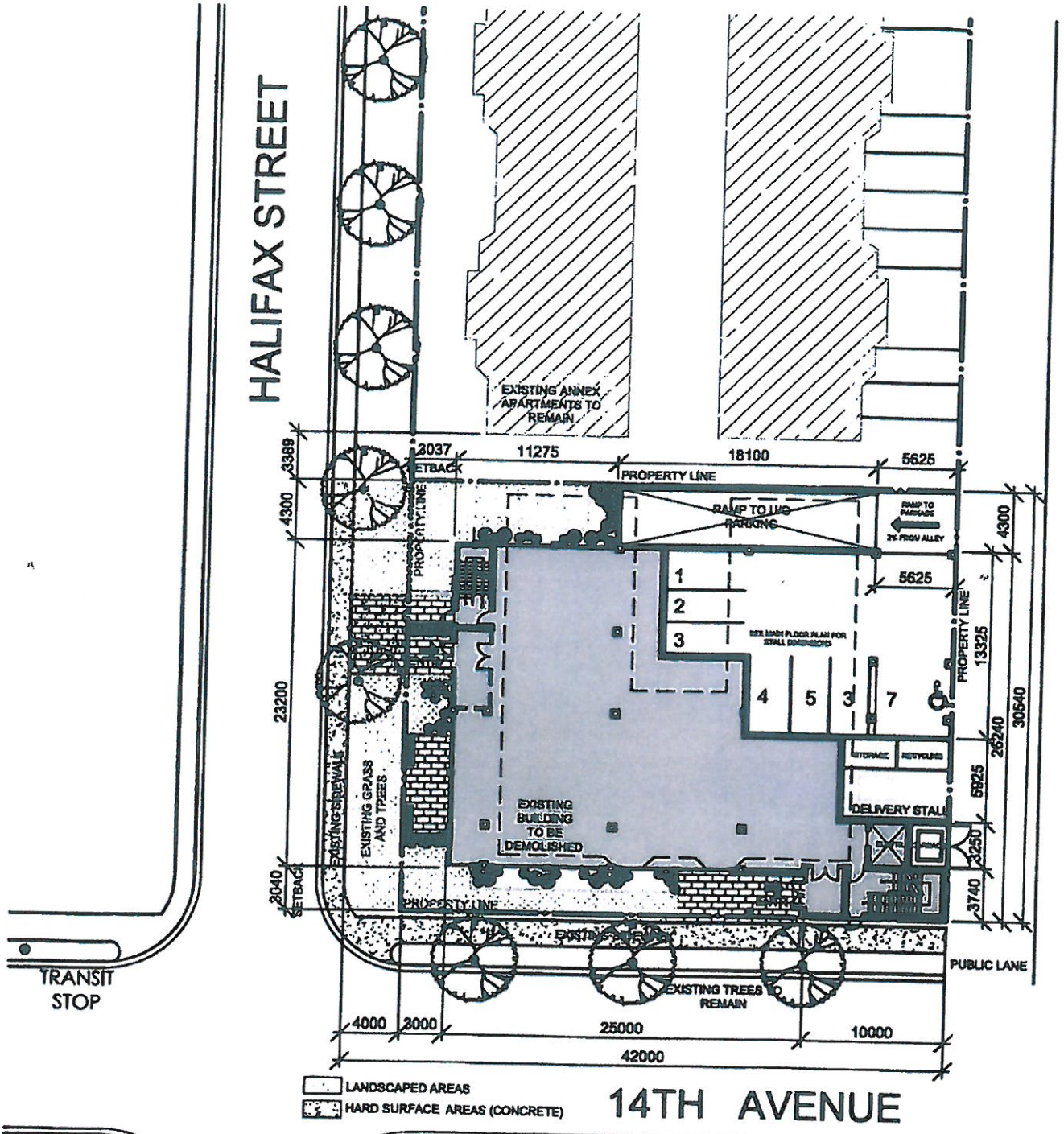
P3A

REGINA - SASKATOON

PROJECT	JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY	CR
		SCALE	AS NOTED
TITLE	MAIN FLOOR PLAN / LANDSCAPE PLAN	DATE	2012-08-03
		FILE NO.	11-24

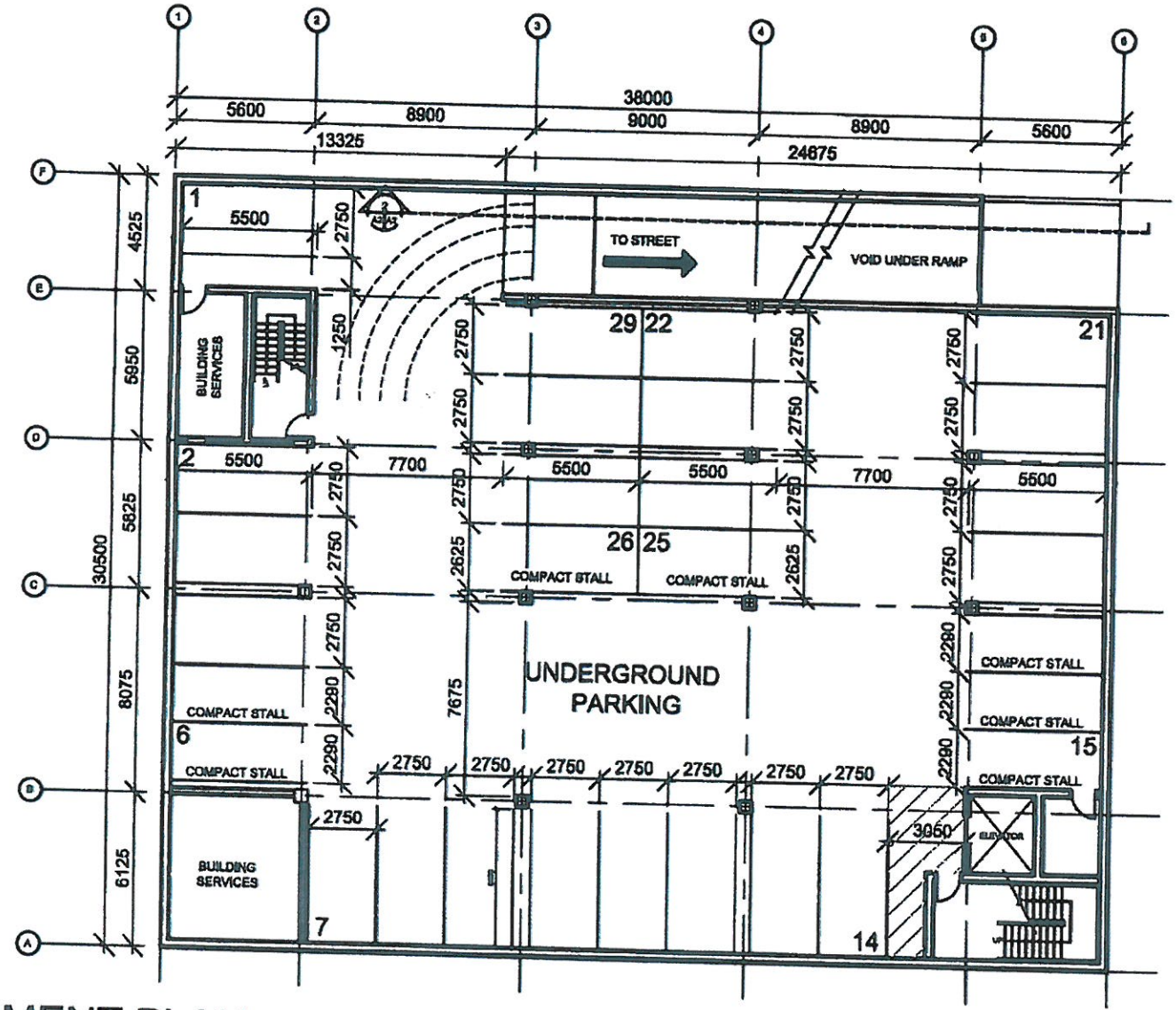
DRAWING NO. A5

Schedule "A"



SITE PLAN
LANDSCAPE PLAN
SCALE 1:400

P3A REGINA - SASKATOON	PROJECT: JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY: CR	DRAWING NO.
		SCALE: AS NOTED	
	TITLE: SITE PLAN LANDSCAPE PLAN	DATE: 2012-08-03	A3
		FILE NO.: 11-24	



BASEMENT PLAN

SCALE 1:250

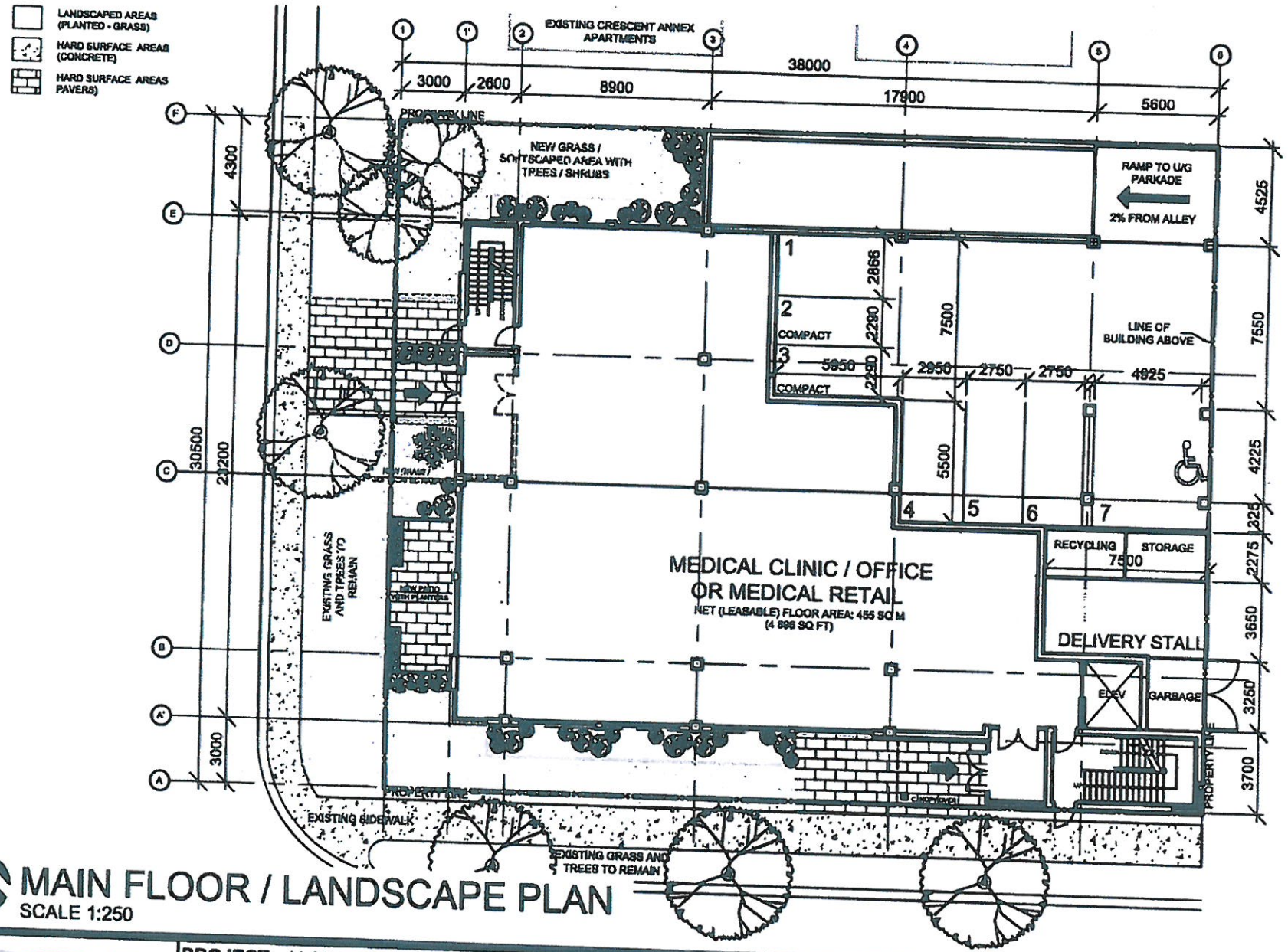
P3A

REGINA - SASKATOON

PROJECT	JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY	CR
		SCALE	AS NOTED
TITLE	BASEMENT FLOOR PLAN / PARKING LAYOUT	DATE	2012-08-03
		FILE NO.	11-24

DRAWING NO.

A4



MAIN FLOOR / LANDSCAPE PLAN

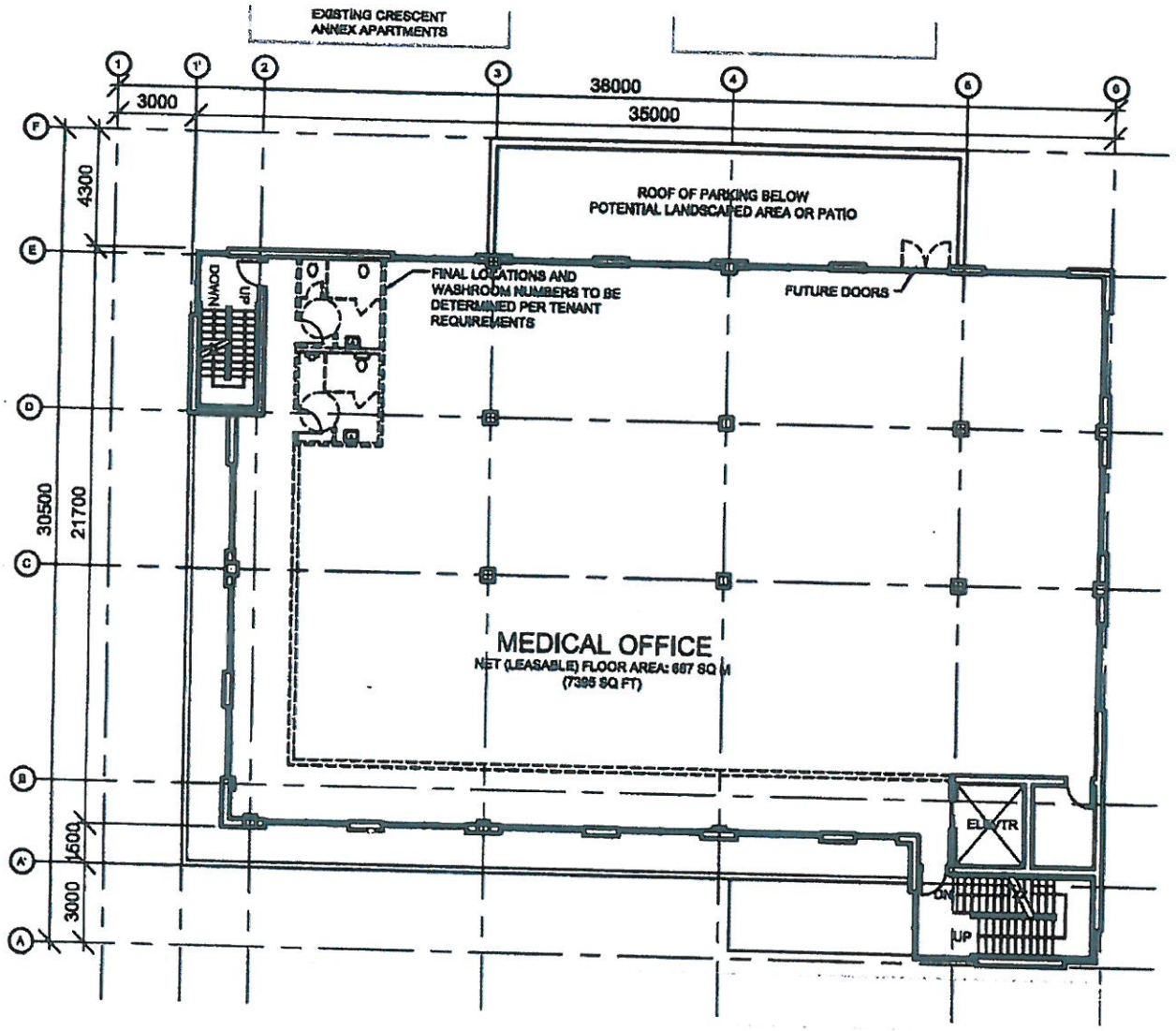
SCALE 1:250

P3A

REGINA - SASKATOON

PROJECT	JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY	CR
TITLE	MAIN FLOOR PLAN / LANDSCAPE PLAN	SCALE	AS NOTED
		DATE	2012-08-03
		FILE NO.	11-24

DRAWING NO. A5



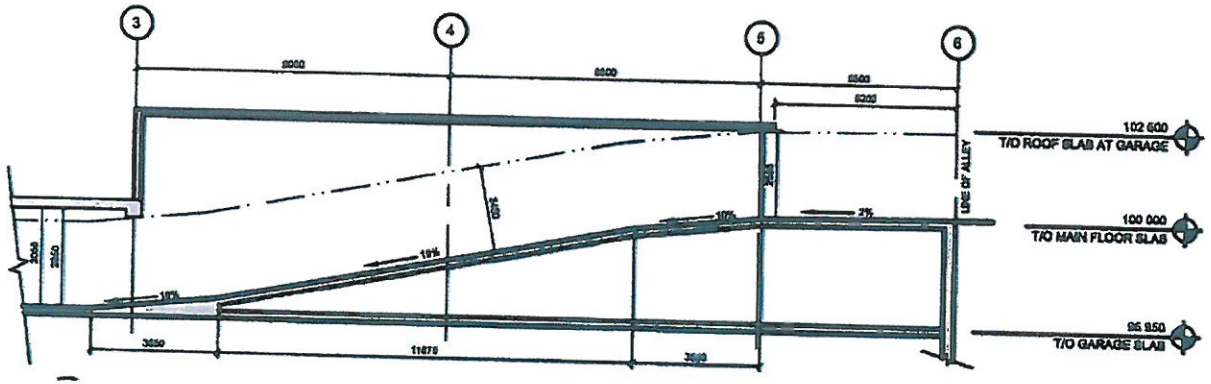
SECOND & THIRD FLOOR FLOOR PLAN

SCALE 1:250

P3A
REGINA - SASKATOON

PROJECT	JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY	CR
		SCALE	AS NOTED
TITLE	SECOND / THIRD FLOOR PLAN	DATE	2012-08-03
		FILE NO.	11-24

DRAWING NO. A6



SECTION THROUGH RAMP

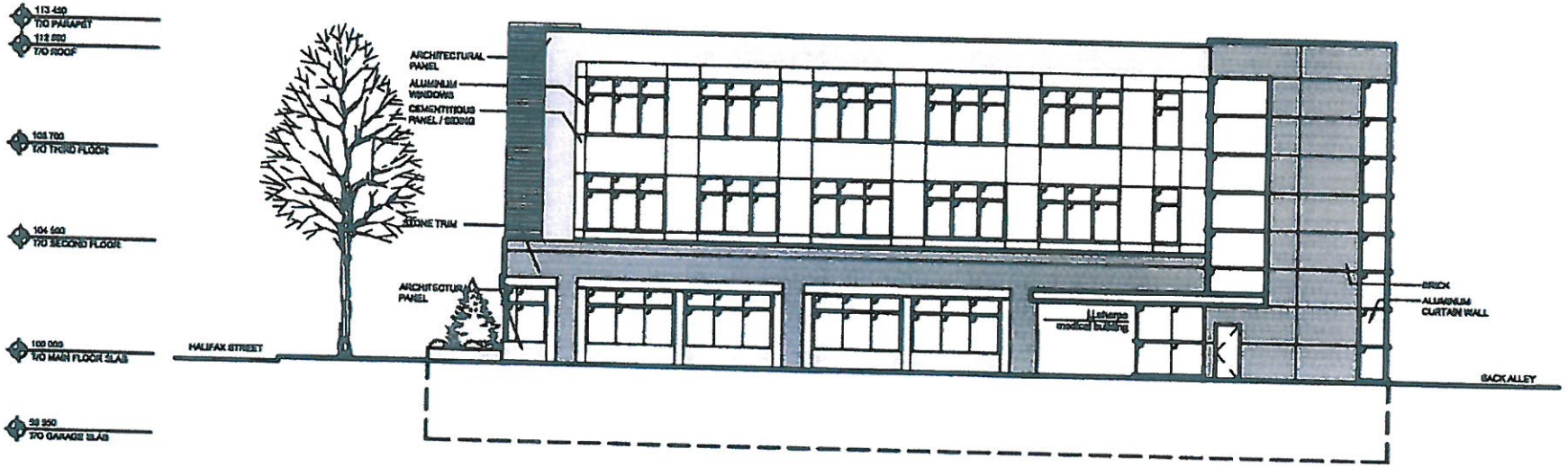
SCALE 1:200

P3A

REGINA - SASKATOON

PROJECT	JJ SHARP MEDICAL BUILDING 1550 14TH AVE (Revised Aug 2012)	DRAWN BY	CR
		SCALE	AS NOTED
TITLE	SECTION THROUGH RAMP TO U/G PARKING	DATE	2012-08-03
		FILE NO.	11-24

DRAWING NO. A7



SOUTH ELEVATION (14TH AVE)

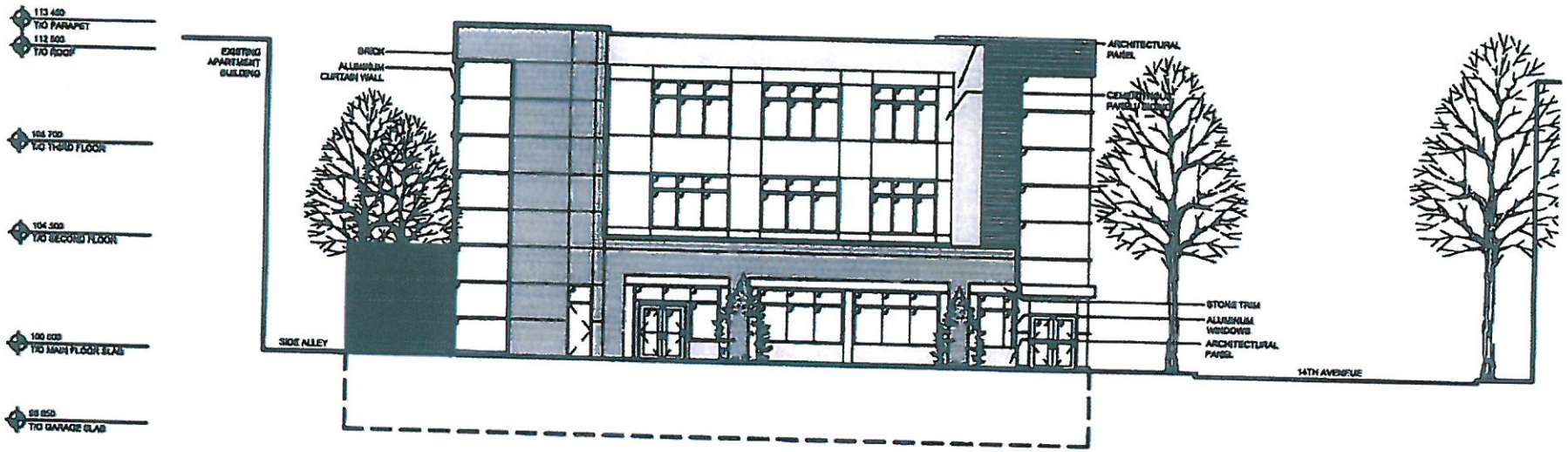
SCALE 1:250

P3A
REGINA - SASKATOON

PROJECT	JJ SHARP MEDICAL BUILDING 1550 14TH AVE	DRAWN BY	CR
TITLE	SOUTH ELEVATION	SCALE	AS NOTED
		DATE	2012-06-26
		FILE NO.	11-24

DRAWING NO.

A8



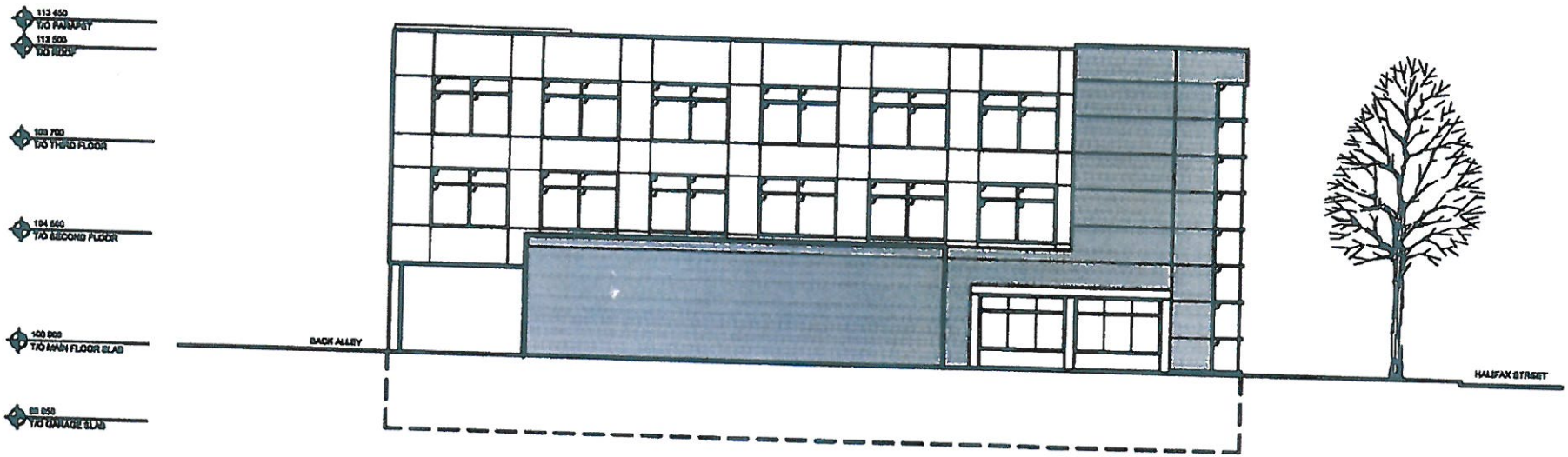
WEST ELEVATION (HALIFAX ST)

SCALE 1:250

P3A

REGINA - SASKATOON

PROJECT JJ SHARP MEDICAL BUILDING 1550 14TH AVE	DRAWN BY	CR	DRAWING NO.
	SCALE	AS NOTED	
TITLE WEST ELEVATION	DATE	2012-06-26	A9
	FILE NO.	11-24	

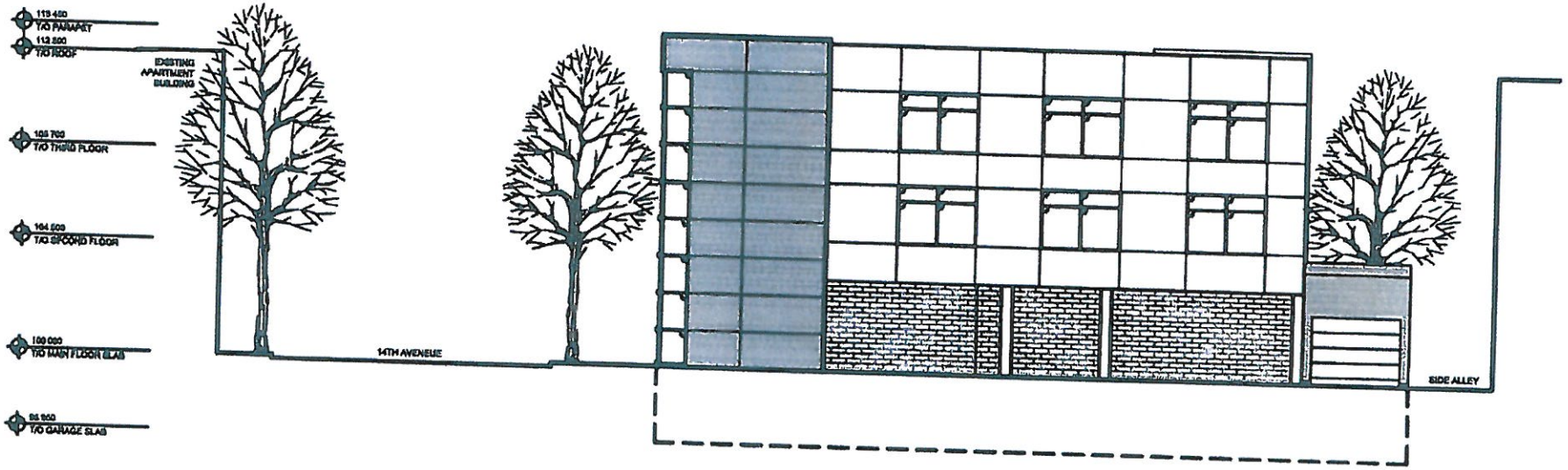


NORTH ELEVATION
SCALE 1:250

P3A
REGINA - SASKATOON

PROJECT	JJ SHARP MEDICAL BUILDING 1550 14TH AVE	DRAWN BY	CR
		SCALE	AS NOTED
TITLE	NORTH ELEVATION	DATE	2012-06-26
		FILE NO.	11-24

DRAWING NO.
A10



EAST ELEVATION
SCALE 1:250

P3A
REGINA - SASKATOON

PROJECT	JJ SHARP MEDICAL BUILDING 1550 14TH AVE	DRAWN BY	CR
TITLE	EAST ELEVATION	SCALE	AS NOTED
		DATE	2012-06-26
		FILE NO.	11-24

DRAWING NO.
A11

BYLAW NO. 2012-79

PROPOSED ZONING BYLAW AMENDMENT, 2012 (No. 33)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 *Regina Zoning Bylaw No. 9250* is amended in the manner set forth in this Bylaw.

2 Chapter 19 – Zoning Map (Map No. 2693) is amended by rezoning the lands in Regina, Saskatchewan, as outlined on the map attached as Appendix "A", legally described as:

Legal Address:	**Proposed Parcel Z and MR1, being a Portion of Surface Parcel #166190856 NE 1 18 20 W2nd, Extension 4**
Civic Address:	**N/A**
Current Zoning:	**UH – Urban Holding**
Proposed Zoning:	**R5 – Residential Medium Density Zone (Parcel Z)** **PS – Public Service Zone (MR1)**

3 This Bylaw comes into force on the date of passage.

Approved as to form this ____ day of _____, 2012.

City Solicitor

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012

Mayor

City Clerk (SEAL)

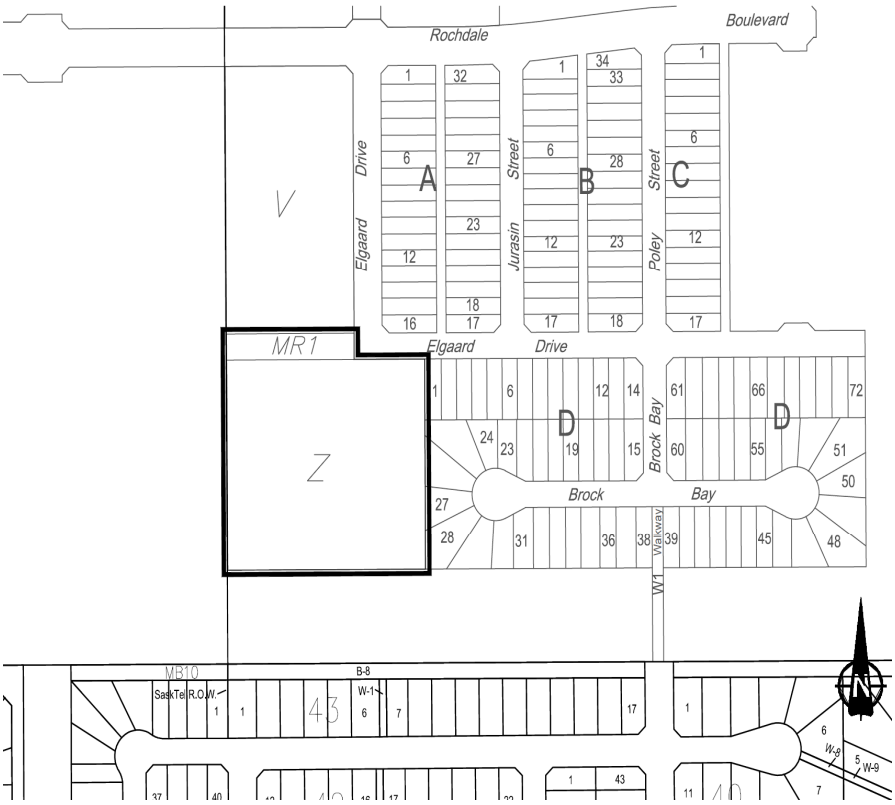
CERTIFIED A TRUE COPY

City Clerk

Appendix "A"

Bylaw No. 2012-79

Project 11-Z-17



ABSTRACT

BYLAW NO. 2012-79

PROPOSED ZONING BYLAW AMENDMENT, 2012 (No. 33)

PURPOSE:	To amend *Regina Zoning Bylaw No. 9250.*
ABSTRACT:	The Proposed Zoning Bylaw Amendment will accommodate the next sequential phase of urban development of the Hawkstone Subdivision. This phase will contemplate a 1.53 ha site which is intended to accommodate a townhouse development and an open space that will be used for a walkway connecting to a larger open space to the west.
STATUTORY AUTHORITY:	Section 46 of *The Planning and Development Act*, *2007*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
PUBLIC NOTICE:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
REFERENCE:	Regina Planning Commission Meeting September 13, 2012; RPC12-68
AMENDS/REPEALS:	Amends *Regina Zoning Bylaw No. 9250*.
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

BYLAW NO. 2012-81

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 35)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 *Regina Zoning Bylaw No. 9250* is amended in the manner set forth in this Bylaw.

2 Chapter 19 - Zoning Maps (Map No. 3283, 3284, 3483 and 3484) are amended by rezoning the lands in Regina, Saskatchewan, as outlined on the map attached as Appendix "A", legally described as:

Land Description:	**Portion of Surface Parcel #111635467** **LSD 12, 2 17 19 W2nd, Extension 54** **Portion of Surface Parcel #163557681** **Block B, Plan No. 101929530, Extension 0** **Portion of Surface Parcel #166066285** **SW 11 17 19 W2nd, Extension 9**
Civic Address:	**N/A**
Current Zoning:	**UH – Urban Holding and FW - Floodway**
Proposed Zoning:	**R1 – Residential Detached and FW - Floodway**

3 This Bylaw comes into force upon the date of passage.

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

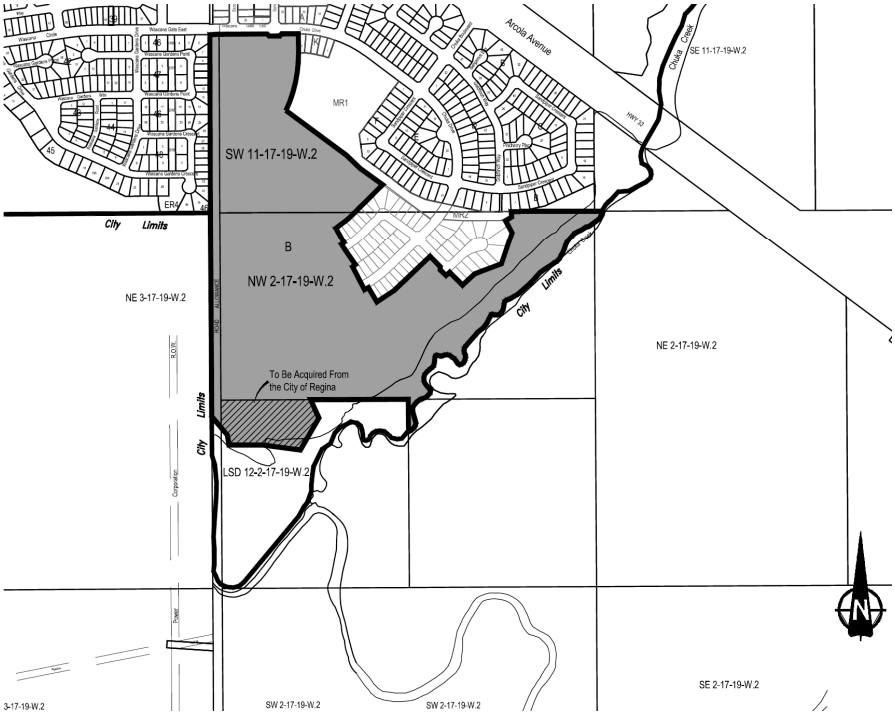
Approved as to form this ____ day of _____, 2012.

City Solicitor

Bylaw No. 2012-81

Appendix "A"

Project 12-Z-19:



ABSTRACT

BYLAW NO. 2012-81

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 35)

PURPOSE:	To amend *Regina Zoning Bylaw No. 9250.*
ABSTRACT:	The proposed Zoning Bylaw Amendment will accommodate low density residential development in accordance with the approved Concept Plan. The FW – Floodway Zone designation that currently applies within the Chuka Creek floodplain along the south-easterly edge of the Creeks will remain in place.
STATUTORY AUTHORITY:	Section 46 of *The Planning and Development Act*, *2007*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
PUBLIC NOTICE:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
REFERENCE:	Regina Planning Commission Meeting September 13, 2012 RPC12-70
AMENDS/REPEALS:	Amends *Regina Zoning Bylaw No. 9250*.
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

BYLAW NO. 2012-82

A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF A PORTION OF THE ROAD ALLOWANCE WEST OF LSD 12 IN SECTION 2, PARCEL B, PLAN NO. 101929530; AND SW ¼ SECTION 11, ALL IN TOWNSHIP 19, RANGE 19, W2M, 2012

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

WHEREAS:

The Council of the City of Regina has determined that certain portions of an existing public road allowance are no longer needed for use by the travelling public and deems it expedient to close and sell the identified portions of that road in the City of Regina, hereinafter more particularly described; and

Notice of Intention of the Council of the City of Regina to pass this Bylaw has been published in the Leader-Post, a newspaper published in the City of Regina, in the issue for September 22, 2012;

THEREFORE THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1. The lane described as follows is closed and may be sold:

   A Portion of Road Allowance West of LSD 12 in Section 2, Parcel B, Plan No. 101929530; and SW ¼ of Section 11, all in Township 17, Range 19, W2M, in Regina, Saskatchewan, as shown on the sketch attached hereto as Schedule "A".

2. The Bylaw comes into force upon day of passage.

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

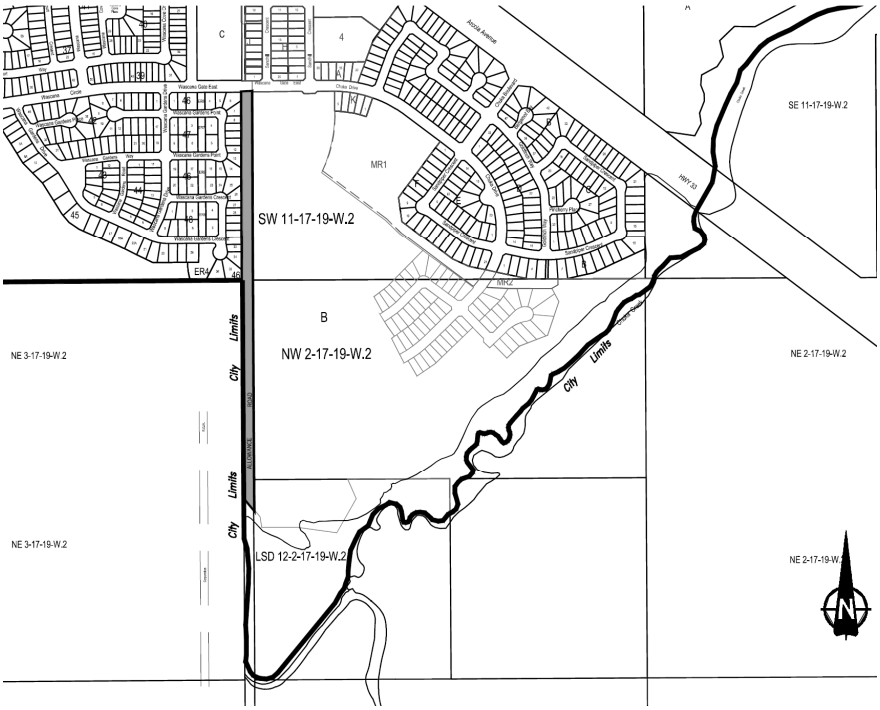
City Clerk

Approved as to form this ____ day of _____, 2012.

City Solicitor

SCHEDULE "A"

12-CL-5



ABSTRACT

BYLAW NO. 2012-82

A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF A PORTION OF THE ROAD ALLOWANCE WEST OF LSD 12 IN SECTION 2, PARCEL B, PLAN NO. 101929530; AND SW ¼ SECTION 11, ALL IN TOWNSHIP 19, RANGE 19, W2M, 2012

PURPOSE:	To close and permit the sale of the road allowance situated adjacent to the west of LSD 12 in Section 2 and the SW ¼ of Section 11, both in Township 17, Range 19, West of the Second Meridian, and Parcel B, Plan No. 101929530.
ABSTRACT:	The road allowance proposed to be closed will be further subdivided and sold by the City of Regina to SaskPower to accommodate the corporation's existing facilities. The remaining portions of the resulting parcel will be sold and transferred to the owner of the adjacent parcels to the east and consolidated with those respective parcels which will allow for their future development in accordance with the Concept Plan.
STATUTORY AUTHORITY:	Section 13 of *The Cities Act*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Yes
PUBLIC NOTICE:	Required pursuant to subsection 13(6) of *The Cities Act*
REFERENCE:	Regina Planning Commission Meeting September 13, 2012, RPC12-70
AMENDS/REPEALS:	N/A
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

BYLAW NO. 2012-83

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 36)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 *Regina Zoning Bylaw No. 9250* is amended in the manner set forth in this Bylaw.

2 Chapter 19 - Zoning Map (Map No. 2693) is amended by rezoning the lands in Regina, Saskatchewan, as outlined on the map attached as Appendix "A", legally described as:

Land Description: **Surface Parcel #166190878**
Portion of NE 1 18 20 W2nd, Extension 5

Civic Address: **N/A**

Current Zoning: **UH – Urban Holding**

Proposed Zoning:

a. All lots in Blocks N, M, G and lots 1-28 in Block H be rezoned from UH – Urban Holding to R2 – Residential Semi-detached;

b. Parcels R and S be rezoned from UH to R5 – Medium Density Residential;

c. Parcels T, W and Y to be rezoned from UH to R6 – Residential Multiple Housing;

d. All lots in Blocks C, J, D, K, L, and lots 29-51 in Block H be rezoned from UH to DCD12-Suburban Narrow-Lot Residential; and

e. Parcel MR2 be rezoned from UH to PS- Public Service

Approved as to form this ____ day of _____, 2012.

City Solicitor

3 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012

Mayor

City Clerk (SEAL)

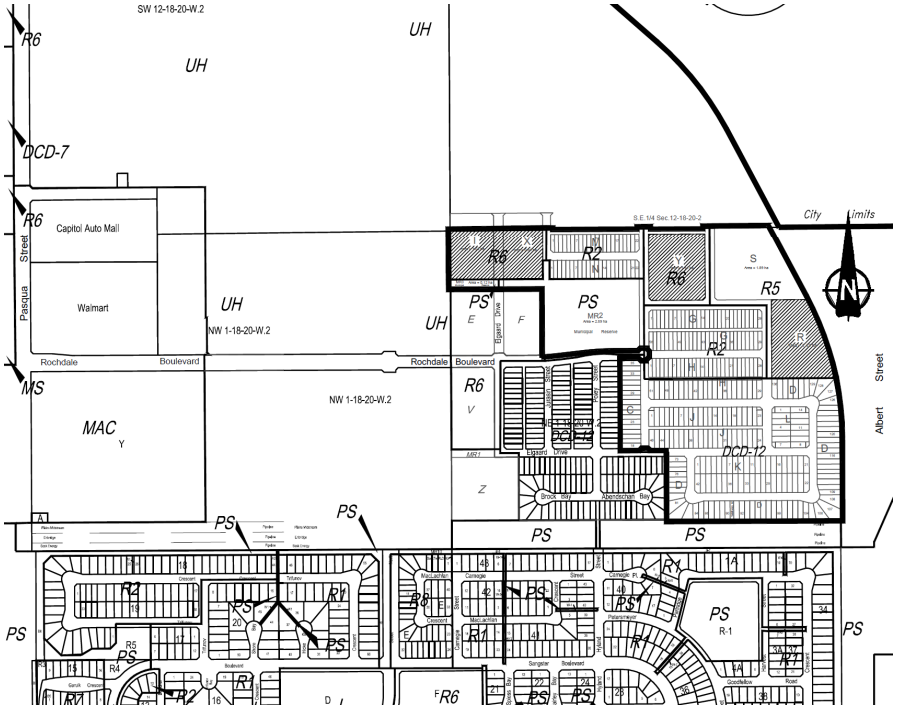
CERTIFIED A TRUE COPY

City Clerk

Appendix "A"

Bylaw No. 2012-83

(12-Z-18/12-CP-7)


SW 12-18-20-W.2
UH
R6
UH
DCD-7
R6
Capitol Auto Mall
Walmart
Pasqua Street
UH
NW 1-18-20-W.2
UH
Rochdale Boulevard
Rochdale Boulevard
MS
MAC
NW 1-18-20-W.2
R6
PS
PS
PS
PS
PS
PS
R2
R1
R8
R1
R1
R1
R7
R2
R6
R6
R2
R6
R5
PS
MRZ
R2
DCD-14
DCD-12
Albert Street
City Limits
S.E.1/4 Sec.12-18-20-2
Brock Way
Appaloosa Way
Lillehill Drive
Eckert Drive
Eckert Drive
Eckert Crescent
Eckert Crescent
Eckert Bay
Eckert Bay
Eckert Road
Eckert Road
Eckert Crescent
Eckert Crescent
Eckert Crescent

Appendix "A" Bylaw No. 2010-54

ABSTRACT

BYLAW NO. 2012-83

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 36)

PURPOSE:	To amend *Regina Zoning Bylaw No. 9250.*
ABSTRACT:	The proposed Zoning Bylaw and Concept Plan amendments will accommodate medium and high density residential development, resulting in a moderate increase in net density from what has been proposed under the Hawkstone Concept plan as originally approved by City Council.
STATUTORY AUTHORITY:	Section 46 of *The Planning and Development Act*, *2007*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
PUBLIC NOTICE:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
REFERENCE:	Regina Planning Commission Meeting September 13, 2012 RPC12-69
AMENDS/REPEALS:	Amends *Regina Zoning Bylaw No. 9250*.
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

BYLAW NO. 2012-89

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 39)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 *Regina Zoning Bylaw No. 9250* is amended in the manner set forth in this Bylaw.

2 Chapter 9, Special Zone Regulations, Table 9.1 (Current Contract Zone Agreements), Chapter 19 - Zoning Maps (Map No. 3687) and Chapter 20 – Agreements are amended as they pertain to the properties as shown on attached Appendix "A" and legally described and being rezoned as followed:

Land Description:	**Surface Parcel #107010762** **Lot 11, Block 429, Plan No. OLD33, Extension o** **Surface Parcel #111837146** **Lot 22, Block 429, Plan No. OLD33, Extension 101** **S 30' of Surface Parcel #111837113** **Lot 13, Block 429, Plan No. OLD33, Extension 98** **Surface Parcel #107010593** **Lot 12, Block 429, Plan No. OLD33, Extension 0** **Surface Parcel #111837135** **Lot 21, Block 429, Plan No. OLD33, Extension 100**
Civic Address:	**2100 15th Avenue, 2276 2260, 2256 Scarth Street**
Current Zoning:	**TAR (H15) – Transitional Area Residential Zone (Height Overlay 15 m)**
Proposed Zoning:	**C - Contract**

3 The City Clerk is authorized to execute under seal the Contract Zone Agreement attached as Schedule "B" and forming part of this Bylaw.

4 This Bylaw comes into force on the date an interest based on the Contract Zone Agreement is registered in the Land Registry at Information Services Corporation.

Approved as to form this _____ day of _____, 2012.

City Solicitor

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

Bylaw No. 2012-89

Appendix "A"

Project: 12-CZ-6

ABSTRACT

BYLAW NO. 2012-89

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 39)

PURPOSE:	To amend *Regina Zoning Bylaw No. 9250.*
ABSTRACT:	The proposed zoning bylaw amendment pertains to a contract zone agreement which will accommodate the development of a four storey mixed-use building. There will be approximately 5,653 square feet of commercial space on the main level with 66 residential units on the uppers floors for condominium ownership.
STATUTORY AUTHORITY:	Section 69 of *The Planning and Development Act*, *2007*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
PUBLIC NOTICE:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
REFERENCE:	Regina Planning Commission Meeting September 13, 2012 RPC12-72 and September 26, 2012 RPC12-77
AMENDS/REPEALS:	Amends *Regina Zoning Bylaw No. 9250*.
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

THIS AGREEMENT made as of this _____ day of _____, 2012.

BETWEEN:

THE CITY OF REGINA
in its capacity as approving authority
pursuant to *The Planning and Development Act, 2007*
(the "City")

- and -

Komax Enterprises Inc.
(the "Owner")

- and -

Carmen Lien (Link Developments)
(the "Applicant")

CONTRACT ZONE AGREEMENT

WHEREAS:

A. The City has an approved official community plan as contemplated in section 69 of *The Planning and Development Act, 2007* that contains guidelines respecting the entering into of agreements for the purpose of accommodating requests for the rezoning of lands to permit the carrying out of a specific proposal, referred to as "contract zoning"; and

B. The Owner is or is entitled to become the registered owner of the lands and buildings (if any) located at 2100 15th Avenue, 2276 Scarth Street, 2260 Scarth Street, 2256 Scarth Street, Regina, Saskatchewan, and legally described as:

Surface Parcels:

Surface Parcel #107010762
Lot 11, Block 429, Plan No. Old 33, Extension 0

Surface Parcel #107010593
Lot 12, Block 429, Plan No. Old 33, Extension 0

S30' of Surface Parcel #111837113
Lot 13, Block 429, Plan No. Old 33, Extension 96

Surface Parcel #111837135
Lot 21, Block 429, Plan No. Old 33, Extension 100

Surface Parcel #111837146
Lot 22, Block 429, Plan No. Old 33, Extension 101

C. The Applicant has applied to the City and the Owner consents to have the Property rezoned from TAR(H15)-Transitional Area Residential Zone (Height Overlay 15m) to C-Contract to permit the use of the Property for the carrying out of a specific proposal described as: a mixed use building (the "Proposal").

NOW THEREFORE, the Parties agree as follows:

1. **Preamble.** The preamble forms an integral part of this Agreement.

2. **Establishment of the Contract Zone.** The City hereby agrees that the zoning of the Property shall be a contract zone (C-Contract) pursuant to the provisions of *The Planning and Development Act, 2007* and *The Regina Development Plan, Bylaw No. 7877* to accommodate the Applicant's Proposal ("Contract Zone").

3. **Effective Date.** The effective date of this Agreement shall be the date of passage of the bylaw by City Council authorizing the Contract Zone (the "Effective Date"), it being understood by the Owner and the Applicant that the relevant amendments to the Zoning Bylaw shall not take effect until an interest based on this Agreement is registered against the affected title(s) to the Property at the Saskatchewan Land Titles Registry.

4. **Permitted Development and Use.** The development and use of the Property permitted within the Contract Zone shall be as follows:

   (a) *Permitted use.* The range of permitted and discretionary uses in main floor commercial space shall be consistent with the MX zone in Table 5.2 of Regina Zoning Bylaw No. 9250 with the following exceptions:

      i) Restaurant and Licensed Restaurant, Personal Service, Confectionary Store, Retail, and Recreational Service Facility uses shall be permitted on the main level;
      ii) Apartment Dwelling units shall be permitted in the main floor commercial space as accessory to a permitted or discretionary commercial use with the intention of accommodating live/work spaces.

   (b) *Site Layout and External Design.* The site layout and design of existing and proposed development on the Property shall be consistent with the site plan prepared by JMA Architecture and dated September 17, 2012, which is attached to this Agreement as Schedule "A";

   (c) *Landscaping.* Landscaping for the Property shall comply with the applicable

development standards for parking areas pursuant to Chapter 15, Section 3.3 of *the Regina Zoning Bylaw, No. 9250*;

(d) *Parking*. Parking requirements for the Property shall comply with Chapter 14 of *Regina Zoning Bylaw No. 9250*

(e) *Signage.* The erection or placement of commercial signs on the property located at 1550 14th Avenue shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the *Regina Zoning Bylaw No. 9250.*

(f) *Access.* Vehicle entry and exit from the Property shall comply with Chapter 4 of *Regina Zoning Bylaw No. 9250*; and

(g) *Other*. Except as expressly modified or otherwise stated herein, the Property shall be subject to and comply with the applicable requirements and provisions of *the Regina Zoning Bylaw No. 9250.*

5. **Conditions.** The Contract Zone and this Agreement shall be conditional on the following:

(a) A detailed landscape plan for the subject property shall be submitted for approval to the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject properties shall be undertaken in accordance with The Forestry Bylaw, 2002 (Bylaw No. 2002-48, as amended). The applicant shall attempt to retain as many existing street trees as possible and where tree retention is not possible shall install new mature trees of calipers and sizes specified by Urban Forestry.

(b) None of the land or buildings comprising the Property shall be developed or used except in accordance with this Agreement.

6. **Time Limits.**

(a) The City's approval to initiate the proposed development on the Property shall be valid for a period of two years from the Effective Date.

7. **Compliance with Laws Other than Zoning.** The Owner and Applicant agree to comply with and to conform to the requirements of every applicable statute, law, bylaw, code and order in connection with its development, use or occupancy of the Property, which govern the Property and not to use either the land or building for any unlawful purpose.

8. **Termination.** Subject to the requirements of *The Planning and Development Act, 2007*, this Agreement may be terminated or declared void by the City if:

(a) the Property is developed or used contrary to the provisions of this Agreement; or

(b) the development fails to meet a time limit prescribed in this Agreement.

9. **Re-Zoning on Termination.** In the event that this Agreement is declared void or otherwise terminated or expires, the zoning of the Property shall revert to the following:

(a) TAR(H15)-Transitional Area Residential Zone (Height Overlay 15m)

10. **Liability on Termination and Indemnity.** In the event that this Agreement is declared void or otherwise terminated, the City shall not be liable to the Owner or Applicant for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Profit.

11. **Departure or Waiver.** Departure from or waiver of the terms of this Agreement shall be deemed not to authorize any prior or subsequent departure or waiver and the City shall not be obligated to suffer any continued departure or grant further waiver(s). No alteration or modification of any of the provisions of this Agreement shall be binding unless the same is in writing and signed by the parties.

12. **Severability.** If any covenant or provision of this Agreement is deemed to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of this Agreement.

13. **Governing Jurisdiction.** This Agreement shall be governed and interpreted exclusively in accordance with the laws of the Province of Saskatchewan.

14. **Amendment of Agreement.**

(a) Pursuant to *The Planning and Development Act, 2007*, the council of the City may, on the application by the Owner and Applicant or any subsequent owner of the Property:

(i) vary this Agreement;

(ii) enter into a new agreement; or

(iii) extend any time limit established in this Agreement.

(b) Notwithstanding clause (a), the provisions hereof may not otherwise be modified, unless design modifications are approved by the Development Officer, in his/her sole discretion, pursuant to that certain policy document approved by the Council of the City on or about March 25, 1991 and entitled *Guidelines for Changes to Contract Zones.*

15. **Notice.** Any notice required to be given by the parties under the terms hereof shall be in writing and may be delivered personally or mailed in a properly stamped and addressed envelope to the party to be notified at the address as follows:

(a) to the City at: Director of Planning and Sustainability
City of Regina
P. O. Box 1790
Regina, SK S4P 3C8

(b) to the Owner at: **Komax Enterprises Inc.**

47 Sunset Drive
Regina SK S4S5V6

(c) to the Applicant at: **Carmen Lien (Link Developments)**
8731 Wascana Gardens Place
Regina SK S4V 1E8

16. **Registration of Agreement.** The parties acknowledge and agree that:

(a) this Agreement is made pursuant to section 69 of *The Planning and Development Act, 2007;*

the City shall register an interest against the title(s) to the Property based on the terms of this Agreement and, upon such registration, this Agreement shall be binding on and run with the Property as against the Owner and the Owner's heirs, executors, administrators, successors and assigns; and

(b) the interest mentioned in clause (b) shall register in preference to all other encumbrances against the Property save and except those acceptable to the City.

IN WITNESS WHEREOF the Parties have hereunto affixed their hand and seal on the day and year first above written.

THE CITY OF REGINA

(seal)

_____
City Clerk

Komax Enterprises Inc.

(seal)

Per: _____

Per: _____

Carmen Lien (Link Developments)

(seal)

Per: _____

Per: _____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA	)	I, _____, of Regina,
PROVINCE OF SASKATCHEWAN	)	Saskatchewan, MAKE OATH AND
TO WIT:	)	SAY THAT:

1. I am an Officer of Komax Enterprises Inc., named in the within agreement; and

2. I am authorized by the corporation to execute the document without affixing a corporate seal.

SWORN BEFORE ME at Regina, Saskatchewan, this _____ day of _____, 20___.

_____

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
My Commission expires _____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA	)	I, _____, of Regina,
PROVINCE OF SASKATCHEWAN	)	Saskatchewan, MAKE OATH AND
TO WIT:	)	SAY THAT:

1. I am an Officer of _____, named in the within agreement; and

2. I am authorized by the corporation to execute the document without affixing a corporate seal.

SWORN BEFORE ME at Regina, Saskatchewan, this _____ day of _____, 20___.

_____

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
My Commission expires _____

BYLAW NO. 2012-91

THE REGINA DEVELOPMENT PLAN AMENDMENT BYLAW, 2012 (No. 6)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 *The Regina Development Plan Bylaw* No. 7877, is hereby amended in the manner set forth in this Bylaw.

2. The following item is added to the table in Part F, Section 5.0 – Exceptions after e):

f)		2100 15th Avenue, 2276, 2260, and 2256 Scarth Street	Lots 11, 12, 13 Block 429, Plan No. Old 33; Lots 21 and 22, Block 429, Plan No. 101187558	Mixed Use Building

3. This Bylaw comes into force on the date of approval by the Minister of Municipal Affairs.

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012.

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012.

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012.

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

Approved by the Minister of Municipal Affairs this _____ day of _____, 2012.

Minister of Municipal Affairs

Approved as to form this _____ day of _____, 2012.

City Solicitor

ABSTRACT

BYLAW NO. 2012-91

THE REGINA DEVELOPMENT PLAN AMENDMENT BYLAW, 2012 (No. 6)

PURPOSE:	To amend The Regina Development Plan, Bylaw No. 7877.
ABSTRACT:	This bylaw amends section 5.0 (Exceptions) of the Transitional Area Development Plan (Part F). The proposed amendment allows for City Council's approval of a Zoning Bylaw amendment, to establish a contract zone agreement for the subject property, in order to accommodate the development of a mixed use building. The amendment specifically exempts the proposed rezoning and subsequent development on the property from provisions of the neighborhood.
STATUTORY AUTHORITY:	Section 39 of *The Planning and Development Act, 2007*
MINISTER'S APPROVAL:	Required, pursuant to s. 39 of *The Planning and Development Act, 2007*
PUBLIC HEARING:	Required, pursuant to s. 207 of *The Planning and Development Act, 2007*
PUBLIC NOTICE:	Required, pursuant to s. 207 of *The Planning and Development Act, 2007*
REFERENCE:	Regina Planning Commission Meeting September 13, 2012 RPC12-72 and September 26, 2012 RPC12-77
AMENDS:	Amends Bylaw 7877
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

RUDICHUK ENTERPRISES LTD.

#308 – 2050 COLLEGE AVENUE
REGINA, SASKATCHEWAN
S4P 4M3

September 12, 2012

City of Regina
Planning & Sustainability Dept.
PO Box 1790
Regina, SK S4P 3C8

Attention: Ms. Elaine Gohlke
Secretary, Regina Panning Commission

Dear Ms. Gohlke:

Re: Application for Sub-division and Contract Zoning (12-CZ-7) Proposed Vehicle Sales and Storage Lot – Proposed Parcel X1 – Portion of Parcel X, Plan No. 79R42384 – 445 Winnipeg Street

Thank you for your letter dated September 7, 2012 advising us that the Planning Commission has referred the application to City Council for their consideration at their October 9, 2012 meeting.

We hereby request permission to appear before City Council on October 9, 2012 to provide any additional information they may require. We believe that our report and supporting site plan submitted to the Planning Commission clearly states our position. Should you feel that additional information would be helpful please advise us as to the nature of such information.

Yours truly,
W. G. Rudichuk

Agent for Auto Gallery 1994 Ltd.

Cell phone: (306 -529-9281 **Email: rudi@sasktel.net**

CR12-149

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Application for Contract Zoning (12-CZ-7) - Proposed Vehicle Sales and Storage Lot
Proposed Parcel X1 - Portion of Parcel X, Plan No. 79R42384 - 445 Winnipeg Street

RECOMMENDATION OF THE REGINA PLANNING COMMISSION - SEPTEMBER 5, 2012

1. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the property described as "*Parcel X1, being a portion of Parcel X, Plan No. 79R42384 as shown on the plan of proposed subdivision prepared by Guy Craig, S.L.S. and dated December 05, 2008*" (Appendix 3-1) and currently located at 445 Winnipeg Street, from IB - Medium Industrial to C – Contract, be APPROVED and that the subject Zoning Bylaw amendment authorize the execution of a contract zone agreement between the City of Regina and the applicant.

2. That further to recommendation 1, the proposed contract zone agreement shall include the following terms and conditions:

   (a) The use of the subject property shall be limited to the display and storage of vehicles strictly in association with the operation of the existing automobile sales and service business located on the adjacent property at 609 Winnipeg Street, and shall be consistent with the site layout plan prepared by Focus Corporation and dated July 24, 2012. [Appendix 3-2 to this report]

   (b) No buildings or other structural development shall be permitted on the subject property, which will be surfaced only with gravel, except for defined planting areas which shall be surfaced with grass, permeable mulch or other acceptable treatments in accordance with the landscape regulations under Chapter 15 of *Regina Zoning Bylaw No. 9250*.

   (c) Landscaping for the subject property shall include the planting of street trees along the Winnipeg Street right-of-way, with a minimum planting ratio of one tree per ten linear metres or to the satisfaction of the Development Officer.

   (d) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of *Regina Zoning Bylaw No. 9250*.

   (e) The contract zone agreement shall remain in effect until such time as any soil or subsurface contamination associated with the operation of the former Imperial Oil Limited refinery on the subject property has been identified and remediated to the satisfaction of the City of Regina in consultation with the Saskatchewan Ministry of Environment, at which time the zoning of the property shall revert to IB - Medium Industrial.

   (f) The contract zone agreement shall be registered in the City's interest against the title to the subject property and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.

3. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject property and the execution of the contract zone agreement, as described above.

REGINA PLANNING COMMISSION – SEPTEMBER 5

William Rudichuk, representing the Auto Gallery, addressed the Commission.

The Commission adopted a resolution to concur in the recommendation contained in the report.

Councillors: Michael Fougere and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Dallard LeGault, Ron Okumura, Phil Selenski and Sherry Wolf were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on September 5, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the property described as "*Parcel X1, being a portion of Parcel X, Plan No. 79R42384 as shown on the plan of proposed subdivision prepared by Guy Craig, S.L.S. and dated December 05, 2008*" (Appendix 3-1) and currently located at 445 Winnipeg Street, from IB - Medium Industrial to C – Contract, be APPROVED and that the subject Zoning Bylaw amendment authorize the execution of a contract zone agreement between the City of Regina and the applicant.

2. That further to recommendation 1, the proposed contract zone agreement shall include the following terms and conditions:

   (a) The use of the subject property shall be limited to the display and storage of vehicles strictly in association with the operation of the existing automobile sales and service business located on the adjacent property at 609 Winnipeg Street, and shall be consistent with the site layout plan prepared by Focus Corporation and dated July 24, 2012. [Appendix 3-2 to this report]

   (b) No buildings or other structural development shall be permitted on the subject property, which will be surfaced only with gravel, except for defined planting areas which shall be surfaced with grass, permeable mulch or other acceptable treatments in accordance with the landscape regulations under Chapter 15 of *Regina Zoning Bylaw No. 9250*.

   (c) Landscaping for the subject property shall include the planting of street trees along the Winnipeg Street right-of-way, with a minimum planting ratio of one tree per ten linear metres or to the satisfaction of the Development Officer.

   (d) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of *Regina Zoning Bylaw No. 9250*.

   (e) The contract zone agreement shall remain in effect until such time as any soil or subsurface contamination associated with the operation of the former Imperial Oil Limited refinery on the subject property has been identified and remediated to the satisfaction of the City of Regina in consultation with the Saskatchewan Ministry of Environment, at which time the zoning of the property shall revert to IB - Medium Industrial.

(f) The contract zone agreement shall be registered in the City's interest against the title to the subject property and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.

3. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject property and the execution of the contract zone agreement, as described above.

4. That this report be forwarded to the October 9, 2012 City Council meeting, which will allow sufficient time to advertise the required public notice for the subject Zoning Bylaw amendment.

CONCLUSION

The proposed contract zone agreement will allow for economic use of the subject property by an established business on an adjacent property. At the same time, it will ensure that no substantial development shall occur on the subject property until potential subsurface contamination issues have been identified and addressed to the satisfaction of the City, in consultation with the Saskatchewan Ministry of Environment.

BACKGROUND

An application has been received for contract zoning, to accommodate vehicle display and storage space on a currently vacant property, which will form part of an established automobile sales and service business located on an adjacent property at 609 Winnipeg Street.

The subject property currently forms part of a larger parcel under separate ownership, and the applicant has requested subdivision approval to create a site that can then be acquired by the applicant. The property is located within the Ross Industrial Subdivision and is adjacent to the east boundary of the North East Community Association.

This application is being considered pursuant to *Regina Zoning Bylaw No. 9250, Regina Development Plan Bylaw No. 7877* (Regina's Official Community Plan, or OCP) and *The Planning and Development Act, 2007*.

The related subdivision application is being considered concurrently by the Administration in accordance with Bylaw No. 2003-3, by which subdivision approval authority has been delegated to the Development Officer.

DISCUSSION

The Applicant's Proposal

The applicant, being the owner of the adjacent property to the south at 609 Winnipeg Street (Auto Gallery 1994 Ltd.), proposes to acquire a currently unused, 1.57 hectare portion of Parcel X, which is owned and occupied by the Regina & District Food Bank Inc. The property to be acquired (proposed Parcel X1) would provide additional space for vehicle display, as well as space for storage of the applicant's sale inventory and for customer vehicles awaiting repair, all in support of the applicant's existing automobile sales and service business.

The Food Bank wishes to subdivide and sell the subject parcel in order to provide additional revenue to support its continued operation and service to the community, which currently relies on individual and corporate donations.

The applicant proposes to undertake surface clean-up of the subject property, removing assorted debris and filling in an excavation, as shown on the attached site layout plan. The site would then be surfaced with gravel to accommodate the proposed use. The proposal does not include any occupied buildings or other structural development.

The site layout plan also identifies a substantial amount of existing landscape elements, including mature trees as well as less mature trees and shrubs, most of which are planted in groupings or rows. The applicant proposes to retain many of the more mature trees, but remove plants that would interfere with the intended occupancies and hinder movement between the subject property and the existing business site.

It is noted that the subject property was originally part of a larger land holding that was owned and occupied by Imperial Oil Limited (IOL), which operated an oil refinery at this location for sixty years. The land encompassing the proposed Parcel X1 accommodated petroleum storage tanks. Because of this historic use, there may be subsurface contamination on the property, but the degree or extent of contamination has not been determined or addressed to date. In consultation with the Saskatchewan Ministry of Environment (MOE), the City's Environmental Engineering Branch has advised that extensive Phase II Environmental Site Investigations are necessary to determine the existing contamination levels and the required implementation of corrective action plans. This will be the responsibility of the property owner.

Surrounding land uses include a variety of light, medium and heavy industrial development, with residential lands situated further to the west.

Zoning Implications/Contract Zoning

The land encompassing the proposed Parcel X1 is currently zoned IB - Medium Industrial. The property that contains the existing automotive sales operation is zoned IA - Light Industrial. The applicable land use type (automobile sales and service) is accommodated as a permitted use in both of these zones.

However, in the absence of a completed environmental assessment and/or any required site remediation, the City would not be able to sanction any use or development that would substantially disturb the site or involve prolonged human occupancy. As such, the continued application of conventional zoning to the proposed parcel cannot be supported, for as long as the potential site contamination remains unresolved.

In order to address this issue, the Administration proposes that contract zoning be applied to the subject property. According to the Zoning Bylaw, contract zoning is intended to accommodate "*a unique development opportunity and/or the development of parcels of land and/or buildings which, because of their shape, size, unique characteristics or some other unusual condition, may require special consideration to achieve the desired results consistent with the applicable land use category or the general intent of the zones in which they are situated*."

Such developments or uses are subject to conditions, terms or time limits that are established and controlled by means of a formal agreement between the applicant/property owner and the City.

The proposed contract zone agreement would restrict use of the subject property to the display and storage of vehicles in conjunction with the established use of the applicant's property to the south.

The agreement would remain in force until such time as contamination issues were addressed to the satisfaction of the City, in consultation with the provincial MOE, thereby allowing for any use that might be accommodated under the current IB zoning of the property, which includes automobile sales and service operations as a permitted use.

It is noted that the Food Bank's principal building and the Regina Transit Operations Centre at 333 Winnipeg Street both have been developed on lands that were formerly occupied by the oil refinery. The City undertook limited site remediation to accommodate the transit centre when it was constructed in 1987. However, it is uncertain if there was any site remediation completed when the Food Bank's building was constructed for the Dairy Producers Co-operative in the late 1970s.

In more recent years, the recognized need to further investigate and address the nature and extent of contamination issues affecting the former refinery lands has been the subject of discussions involving the City, IOL (which still owns the remaining tank farm to the east of the subject lands) and the provincial MOE, with the objective of establishing a comprehensive corrective action plan.

The efforts to resolve this matter are still ongoing but a defined time frame for resolution has not been established. In the meantime, no further structural development will be allowed to occur on any of the affected lands, including the subject property.

RECOMMENDATION IMPLICATIONS

Financial Implications

The subject area currently receives a full range of municipal services, including water, sewer and storm drainage. However, given the proposed use of the property, as well as the City's intention to prohibit any structural development on the site until potential subsurface contamination issues have been identified and satisfactorily addressed by the applicant, service connections to City utilities will not be required.

Environmental Implications

The proposed use of the subject property under contract zoning will enable its economic use, while ensuring that more substantial development will not occur until site contamination and remediation issues have been addressed to the satisfaction of the City, in consultation with the Saskatchewan Ministry of Environment. The responsibility for conducting the study and ultimate remediation of the site, as necessary, will be the responsibility of the applicant or any subsequent owner of the property. Timeframes for the completion of this study and site remediation have not been defined at this time.

Strategic Implications

The proposed use of the subject property may be considered in relation to the strategic priority of the City of Regina to manage growth and community development, by ensuring a safe living and working environment for the community.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Community Input

The subject property was sign-posted on June 26, 2012 and the applicant's proposal was circulated to the North Zone Board and the North East Park Community Association. Comments were not received from either organization prior to the finalization of this report.

Other Agencies

The applicant's proposals were circulated to the Public and Separate School Boards for review and comment. Both boards have indicated in writing that they have "no concerns."

The proposal was also circulated to the Saskatchewan Ministry of Environment, which has recommended that there be "*no further development of the former IOL property until a formal arrangement between IOL and the City to manage the site is in place*." The Administration agrees that no more substantial (structural) development of the property should be permitted, but has determined that the proposed use is acceptable, given that it will not preclude or interfere with resolution of the site contamination issue.

Public Notice of Proposed Zoning Bylaw Amendments

Subject to concurrence with the recommendations contained in this report, public notice of the required Zoning Bylaw amendment will be published in the *Leader-Post* on September 22 and 29, 2012, in accordance with Section 207 of *The Planning and Development Act, 2007*.

The applicant and other identified interested parties will receive written notification of City Council's decision.

DELEGATED AUTHORITY

City Council's approval of the proposed contract zone agreement is required pursuant to Section 69 of *The Planning and Development Act, 2007*.

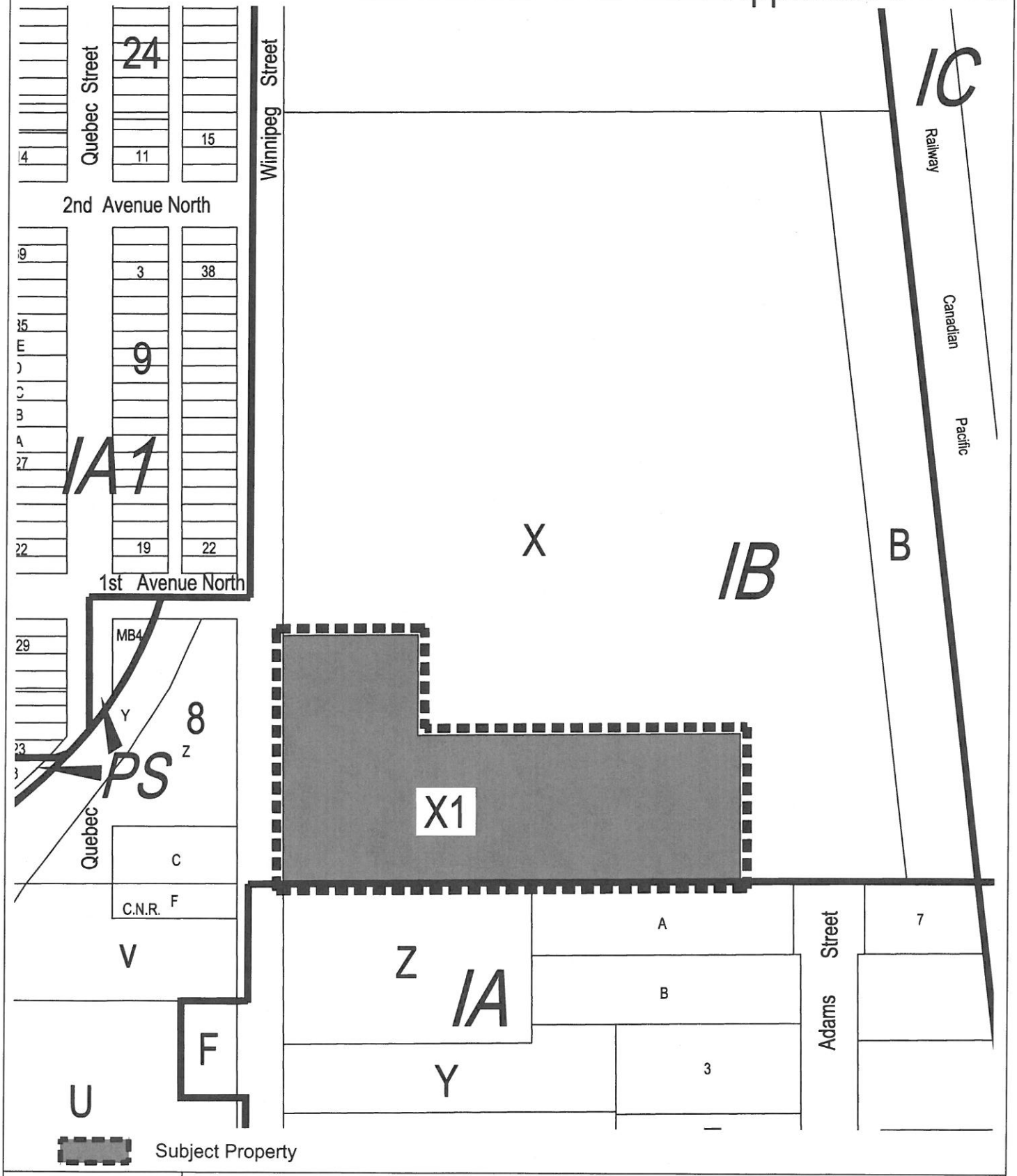
Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

Appendix 1



Planning & Sustainability Department

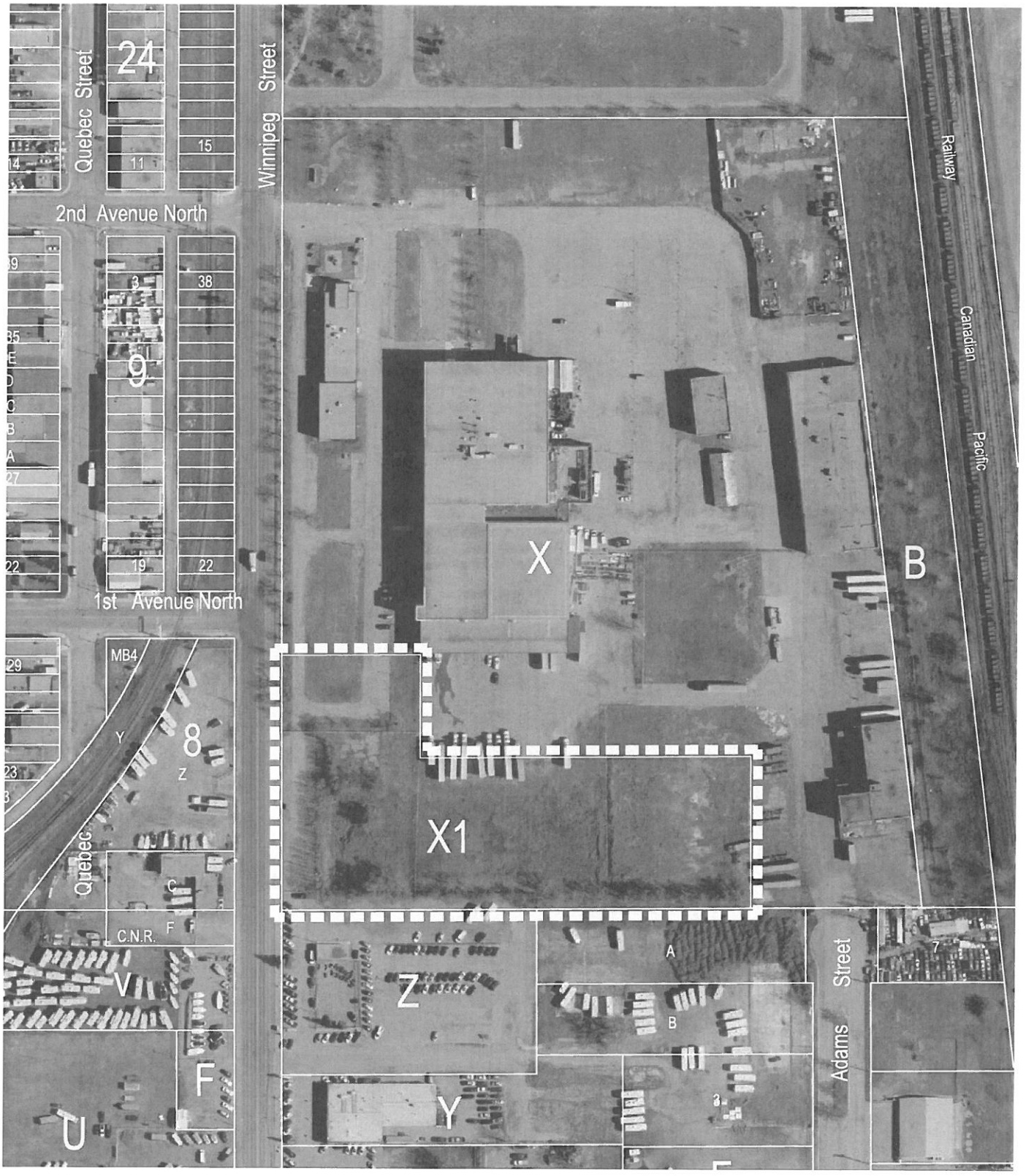
REGINA | City of Regina

Project 12-CZ-7
12-SN-32

Civic Address/Subdivision Portion of Parcel X, Plan No. 79R42384
Winnipeg Street

File No. O:\UP\DWGS\DEVELOP\CZ\2012\12-CZ-7.dwg

Appendix 2



Subject Property

Date of Photography : 2009

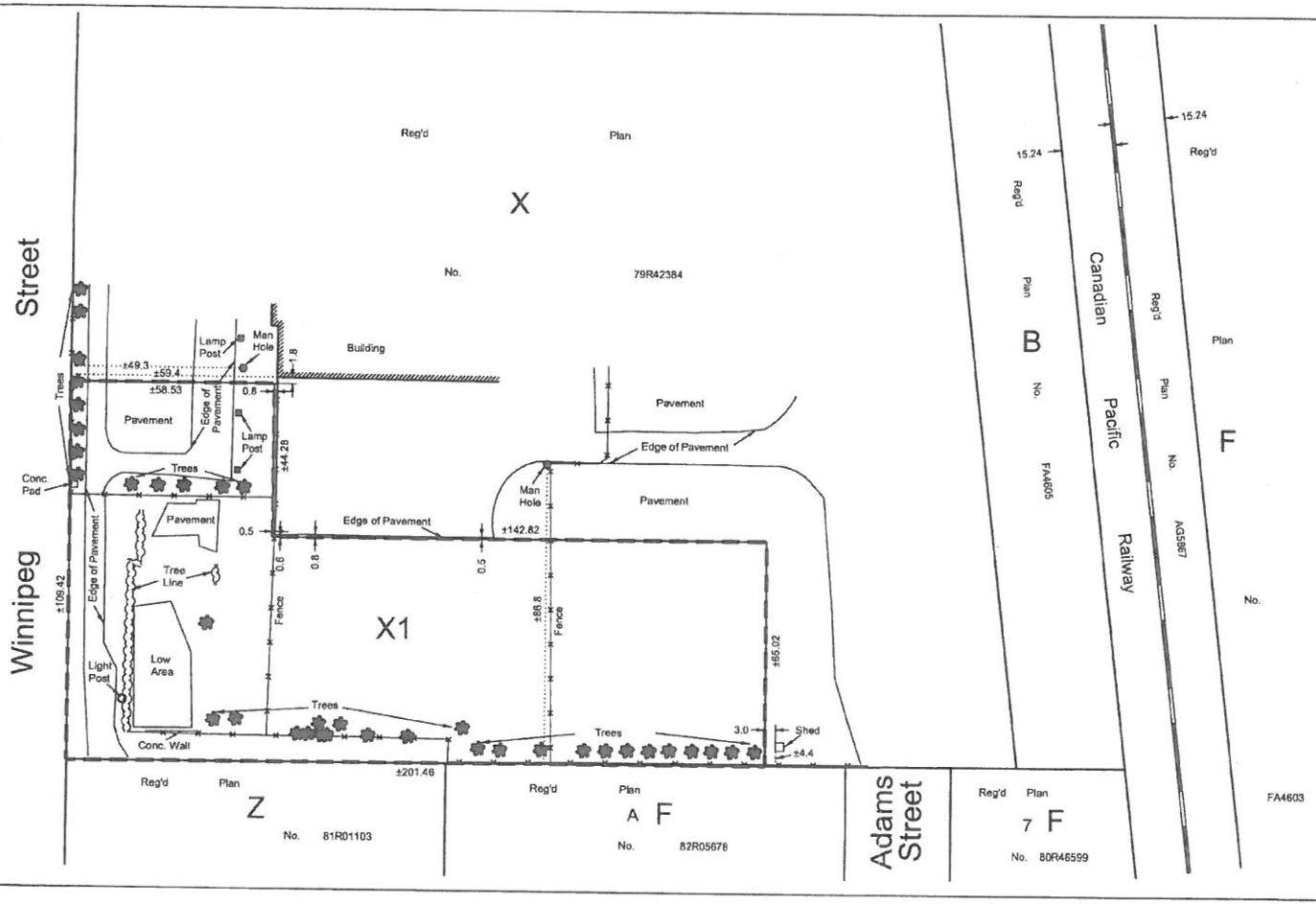
REGINA Infinite Horizons | City of Regina

Planning and Sustainability Department
Planning & Development Division

Project 12-CZ-7
12-SN-32

Civic Address/Subdivision Portion of Parcel X, Plan No. 79R42384
445 Winnipeg Street

File No. O:\UP\DWGS\DEVELOP\CZ\2012\12-CZ-7.dwg



Plan Showing
PROPOSED SUBDIVISION
of Parcel X
Reg'd Plan No. 79R42384
S.W.1/4 Sec.32
Twp. 17 Rge. 19 W.2 Mer.
Regina, Saskatchewan
October, 2008
Scale 1:1000

Notes

Measurements are in metres and decimals thereof.
Area to be approved is outlined with a heavy dashed line and contains approximately 1.57 hectares.
Dimensions are approximate and are subject to changes up to ±5m at the time of legal survey.

Dated at Regina in the Province of Saskatchewan
This 5th day of December, 2008.

Guy Craig, S.L.S.
Saskatchewan Land Surveyor

SASKATCHEWAN LAND SURVEYORS' ASSN. G. D. CRAIG 256 SLS

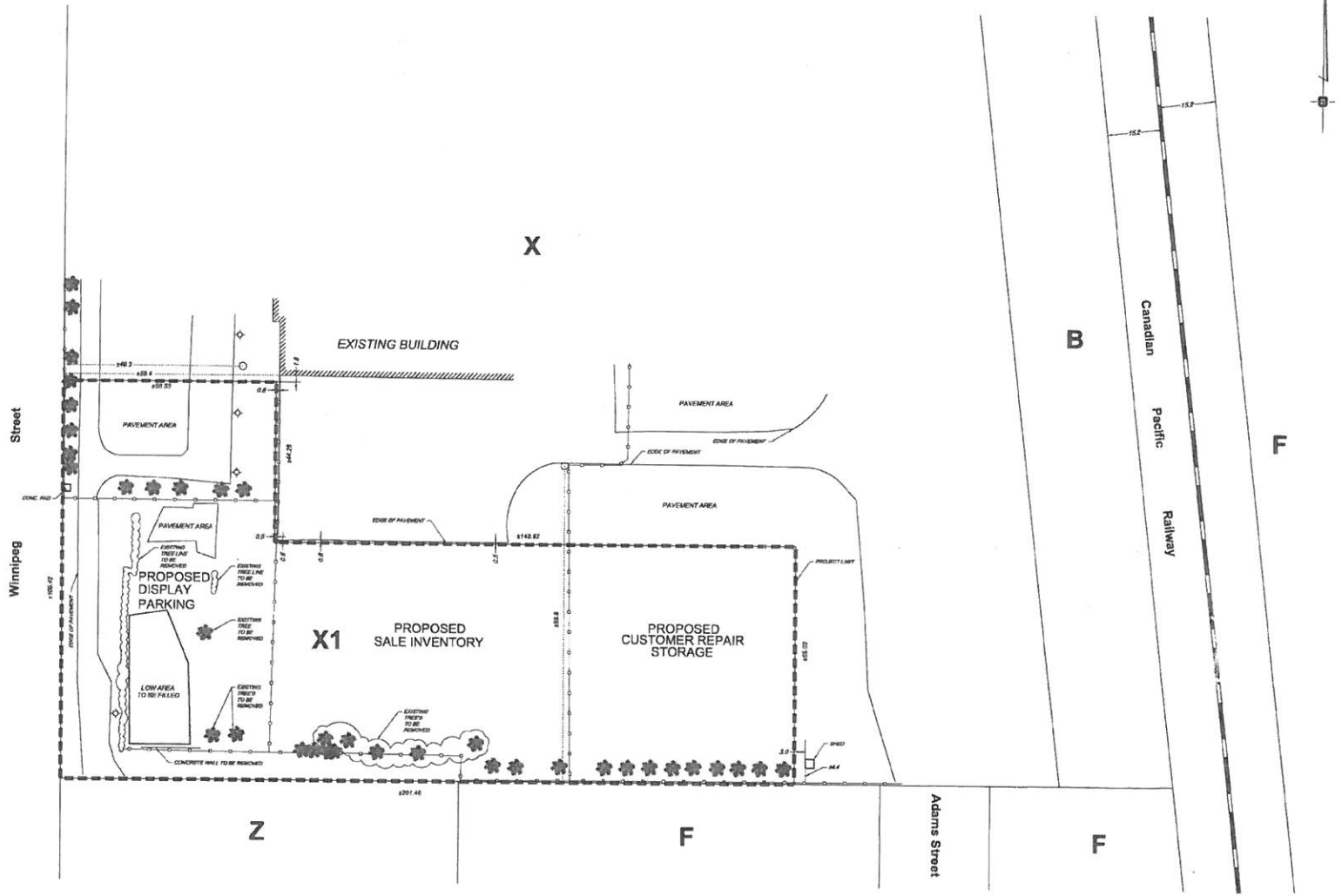
Owner: Regina & District Food Bank Inc.

Wayne Beelquist
Chief Executive Officer

SEAL

FOCUS REGISTERED LAND SURVEYORS
FOCUS CORPORATION
DWG. NO. 0I0012089-I30-TLP-1

Appendix 3.1



SITE PLAN
SCALE = 1:500

KEYPLAN

LEGEND

REV.	REVISION DESCRIPTION	REVISED BY	APP BY	DATE DD MM YY

PERMIT HOLDER STAMP

PROFESSIONAL SEAL

CERTIFICATE OF AUTHORIZATION
Focus Corporation
Province Entity
Permission to Consult Issued
On: Reg. Int. Signature
CIVIL 15010

FOCUS
Engineering - Geomatics - Planning
333 Park Street
Regina Saskatchewan, S4N 5B2
Phone: (306) 586-0037
Fax: (306) 586-3155
Website: www.focus.sk

CLIENT/PROJECT
PARCEL X1
OLD IMPERIAL OIL SITE
445 WINNIPEG STREET
REGINA, SK

TITLE
SITE LAYOUT PLAN

Project No.	Scale
060700040	0 5 15 25m Scale 1:500

File Name	DWN	CHKD	DSGN	DATE
C01 - SITE PLAN.dwg	T.Y	S.S	SMH	24.7.2012

Drawing No.	Sheet	Revision
C01	01 of 01	00

Appendix 3-2

Regina & Region
Home Builders'
Association

100 - 1801 MacKay Street
Regina, Saskatchewan
S4N 6E7

F. (306) 569-9144

www.reginahomebuilders.com

August 31, 2012

City Council
City of Regina
Queen Elizabeth II Court
Regina, SK, S4P 3C8

Subject: 2013 Servicing Agreement

Dear City Council Members;

Before you is the Servicing Agreement Fee Rate for 2013. The rate is proposed at $241,958 per hectare or 1.3%, effective January 1, 2013.

For the past few years the RRHBA has raised concern on how new home buyers finance public benefits and infrastructure, not over the functional lifespan of the infrastructure, but over the term of their personal mortgage. At the same time we have been reasonably supportive that the current "growth pays for growth" strategy at the least ensures that the residential construction industry is able to continue to provide for the increasing need for housing and community building in Regina.

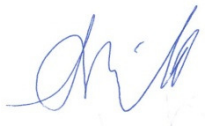
The industry is appreciative that for 2013 the City of Regina has been able to minimize the increase of in the Service Agreement Fee. In doing so you have ensured that further erosion of housing affordability as it relates to development charges is minimized as well.

What we want to ensure that the City Administration and this City Council understands is the causal effect that development charges have on the affordability of all housing in Regina, not just new housing. The link is in the fact that the cost of building new homes determines the price of existing homes. As a City finds new ways to shift the cost of new infrastructure onto Community Developers, who then pass that cost onto the New Home Builder, who then pass the cost onto the New Home Buyers, the price of all houses in the city will increase by the cost, per lot, of that infrastructure. All houses will increase in price and therefore, decrease in affordably.

Over the past few years we have appreciated the fact that Jason Carlston's team has worked with our industry to ensure transparency in creating the 2011, 2012 and 2013 rates and taking steps to mitigate unnecessary components that place additional upward pressure on the SAF Fee Rate.

At the same time it is important to understand our overarching belief is that the current SAF system was necessary to get us to this point, but it is now time for the City of Regina to take a leadership position in exploring new and unique ways to fund the infrastructure that is needed for growth. The Regina & Region Home Builders' Association would be pleased to work with the City of Regina to research new and innovative options besides only placing the burden on a small portion of its existing citizens who are relocating to new neighbourhoods and future citizens who have come to Regina to reach their dreams.

We would suggest that Jason Carlston and his team have exceeded the bar compared to many other municipalities on effectiveness and transparency of the SAF rate. At the same time we need even more diligence by the City of Regina and our industry to ensure reasonability in the setting of this rate as a way that the City of Regina can continue to ensure that the Community Developers can continue to build the Regina communities that house our residents, with a mix of housing options to service all markets, and that add immeasurably to the overall offering, character, and vibrancy of our city.



Stu Niebergall
Executive Director
Regina & Region Home Builders' Association

CR12-150

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: 2013 Servicing Agreement Fee Rates & Development Levy Bylaw

RECOMMENDATION OF THE PUBLIC WORKS COMMITTEE - SEPTEMBER 6, 2012

1. That the 2013 Servicing Agreement Fee (SAF) Rate of $241,958 per hectare (ha) be approved to come into effect January 1, 2013.

2. That the 2013 Development Levy Bylaw Rate of $241,958 per hectare (ha) be approved to come into effect January 1, 2013.

3. That the City Solicitor be instructed to prepare the necessary amendment to Bylaw 2011-16 being *The Development Levy Bylaw, 2011* to include the new development levy rate.

PUBLIC WORKS COMMITTEE – SEPTEMBER 6, 2012

The Committee adopted a resolution to concur in the recommendation contained in the report. Recommendation #4 does not require City Council approval.

Councillors: Sharron Bryce, Fred Clipsham, John Findura and Jocelyn Hutchinson were present during consideration of this report by the Public Works Committee.

The Public Works Committee, at its meeting held on September 6, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the 2013 Servicing Agreement Fee (SAF) Rate of $241,958 per hectare (ha) be approved to come into effect January 1, 2013.

2. That the 2013 Development Levy Bylaw Rate of $241,958 per hectare (ha) be approved to come into effect January 1, 2013.

3. That the City Solicitor be instructed to prepare the necessary amendment to Bylaw 2011-16 being *The Development Levy Bylaw, 2011* to include the new development levy rate.

4. That this report be forwarded to the October 9, 2012 City Council meeting to allow for sufficient time for public notice of the amendments to *The Development Levy Bylaw*.

CONCLUSION

On December 21, 2009, Council approved report CR09-171 detailing the *Servicing Agreement Fee Policy* (the "Policy"). As determined by a cash flow analysis of Servicing Agreement Fee revenues versus eligible capital projects funded in accordance with this policy, the required 2013 SAF Rate is $241,958 per hectare of development, which represents an increase of 1.3% from the 2012 rate.

On August 22, 2011, Council approved report CR11-97 which authorized the preparation of Bylaw 2011-16 being *The Development Levy Bylaw* (the "Bylaw"). The Bylaw provides for a rate that is equivalent to the SAF Rate, which is $241,958 per hectare of development for 2013.

BACKGROUND

The Planning and Development Act, 2007, allows municipalities to establish Servicing Agreement Fees (SAFs) and Development Levies necessary to fund the infrastructure investment required for new growth. For developments that occur with a subdivision, SAFs are collected from the developers when the servicing agreements are approved; and in the case where no subdivision is required, Development Levies are collected from the developers when the development or building permits are approved.

SAFs and Development Levies reflect the costs directly related to providing, altering or upgrading sewage, water, drainage and other utility services, as well as transportation and park and recreation facilities that directly or indirectly service new subdivisions. SAFs and Development Levies revenues are held in reserve and used only for projects that comply with legislative requirements and City Council's policies regarding these fees.

In 2007, Watson & Associates Ltd. (Watson) completed a review of the City's SAF policy. Prior to this review, principles related to SAFs were reviewed only once every five years and were never formally adopted as a Council-approved policy. Rapid changes in the pace of development between the years 2002 and 2007 resulted in inadequate SAF policies and a SAF Rate that did not reflect the true cost of providing services to new developments in the City. In order to ensure this did not occur in the future, City Council instructed the Administration to recommend a new SAF Rate for their approval on an annual basis.

In 2009, the Administration submitted the Policy with the proposed SAF Rate for 2010. This document, adopted by Council on December 21, 2009 provided a more clearly defined policy based on the recommendations and principles contained within the Watson Report.

In 2011, Council authorized the preparation of a Bylaw to collect a development levy to recover the capital cost of infrastructure required for circumstances where development occurs without a subdivision, and therefore SAF cannot be applied. The Bylaw provides for a rate that is equivalent to the SAF Rate.

DISCUSSION

The authority to charge SAFs and Development Levies is provided to the City of Regina through *The Planning and Development Act, 2007*. The fees collected from new developments are used to provide water, wastewater, drainage, roadway, parks, and recreation services that directly or indirectly serve these developments.

In administering SAFs and Development Levies, the City creates a list of projects that are necessary to provide services to new developments expected to be built over a certain time horizon (generally 20 years), as determined through information provided by the development community, the Official Community Plan, and the pace of development during the previous five years. On a simplified level, the SAF and Development Levy Rate is the cost of providing services divided by the number of hectares that will benefit from those services, to determine a cost per hectare.

2013 SAF and Development Levy Rate Calculation

In January of 2012, the Administration and Regina and Region Home Builders Association (RRHBA) met to begin discussions on a comprehensive rate review. At this meeting the Administration informed RRHBA that the projects and project costs were in the process of being adjusted and the Administration requested that the developers update their development phasing plans for the model.

The Administration has completed the comprehensive review and revised the current capital projects model including additional lands required to maintain a 20-year model. Completed projects have been removed from the model; pending projects have been reviewed to ensure cost estimates and project scheduling include the most current available information; and additional projects have been added to the model, beyond the Stage I scenario, to ensure the Capital Projects Model reflects a 20-year horizon. The additional projects representing development within the Stage II scenario are generic and not specific within the future growth areas but have a cost attached to them that is comparable to current development projects.

A proposed project that was of particular interest during this review was the New Development Water Meter Installations project. This potential SAF project proposed to cover the capital cost of installing water meters in new development areas (on-going maintenance and future replacement would continue to come from the City's operations budget). During the review with the RRHBA, it was determined that further evaluation of this proposed project is required. Therefore, this particular project is not included in the SAF Model at this time, to allow more time to discuss with key stakeholders.

The City's Construction and Compliance Department in coordination with the Finance Department has calculated the final 2013 SAF and Development Levy Rate, including carrying costs, over a 20-year period. When adjusted for inflation and interest, the recommended SAF and Development Levy Rate for 2013 requires a 1.3% increase, to $241,958 per hectare. This increase is lower than inflation, because the updated cost estimates for some projects decreased, and because some projects were deferred beyond the 20-year planning horizon.

RECOMMENDATION IMPLICATIONS

Financial Implications

Collecting and managing SAFs and Development Levies appropriately is important for the sustained financial health of the City. If inadequate SAFs and Development Levies are collected to provide the new infrastructure required for growth, the projects will have to be funded from other sources such as current contributions to capital or provincial and federal funding, as the demand for them will exist with the development of new neighbourhoods. Alternatively, new infrastructure could be deferred until the required resources become available, but with the effect

of slowing the pace of new development. A properly calculated and applied SAF and Development Levy Rate is essential to ensure there is adequate capital investment to provide future infrastructure requirements related to growth.

Environmental Implications

There are no environmental implications with respect to this report.

Strategic Implications

Strengthening City infrastructure and managing public assets will be achieved through effective financial management. Appropriate SAF and Development Levy Rates enable the City to provide reliable water, wastewater, storm and roadway infrastructure through SAF and Development Levy funding, ensuring other funds remain available for other City priorities.

Other Implications

There are no other implications with respect to this report.

Accessibility Implications

There are no accessibility implications with respect to this report.

COMMUNICATIONS

Amendments to *The Development Levy Bylaw* are subject to public notice requirements as well as the requirement to hold a public hearing. Given this, it is being recommended that this report be forwarded to the October 9, 2012 City Council meeting to allow for sufficient time for the advertising requirements to be met.

Ongoing consultation has occurred between the Administration and the Regina and Region Homebuilders Association.

DELEGATED AUTHORITY

The disposition of this report requires City Council approval.

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

CR12-151

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Proposed Contract Zone Agreement and Development Plan Amendment – (12-CZ-1)
Proposed Office Building, 2169 and 2179 Rose Street

RECOMMENDATION OF THE REGINA PLANNING COMMISSION - SEPTEMBER 5, 2012

1. That Part F- Transitional Area Development Plan of *Regina Development Plan Bylaw No. 7877* (Official Community Plan) be amended by adding the following to Section 5.0 Exceptions after d):

   e) 2169 and 2179 Rose Street, Lot 34, Block 411, Plan No. 101187761; and Lots 9, 10, Block 411, Plan No. Old 33, Office building accommodated by a contract zone.

2. That subject to Ministerial Approval of the related Official Community Plan amendment, the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the properties described as

   (a) Lots 9 and 10, Block 411, Plan No. Old 33, located at 2179 Rose Street ; and
   (b) Lot 34, Block 411, Plan No. 101187761, located at 2169 Rose Street.

   from TAR (H30 – Transitional Area Residential (Height Overlay 30m) to C - Contract, be APPROVED and that the contract zone agreement between the City of Regina and the applicant/owner of the subject properties be executed.

3. That further to recommendation 2, the proposed contract zone agreement shall include the following terms:

   (a) Development of the proposed office building on the subject property shall be consistent with the attached plans and drawings labelled Appendix A-3.1--A-3.3.2, inclusive and prepared by PSW Architecture and Interior Design;

   (b) The range of permitted and discretionary uses in the building shall be consistent with the MX zone in Table 5.2 of *Regina Zoning Bylaw No. 9250* with the following exceptions:

      i) Office uses shall be permitted and be accommodated throughout the entire approved building;

      ii) Restaurant and Licensed Restaurant, Personal Service, Confectionary Store, and Retail uses shall be permitted on the main level;

(c) A detailed landscape plan for the subject property shall be submitted for approval to the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject properties shall be undertaken in accordance with *The Forestry Bylaw, 2002* (Bylaw No. 2002-48, as amended).

(d) The erection or placement of commercial signs on the subject property shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the Zoning Bylaw.

(e) Provision for safe, secure, and convenient location for bicycle storage shall be accommodated as per Chapter 14 of the Zoning Bylaw.

(f) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of the Zoning Bylaw.

(g) The approval to initiate the proposed development shall be valid for a period of two years from the date of City Council's passage of the Zoning Bylaw amendment that authorizes the contract zone agreement.

(h) The contract zone agreement shall be registered in the City's interest, against the titles to all of the subject properties and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.

4. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject properties and the execution of the contract zone agreement, as described above.

REGINA PLANNING COMMISSION – SEPTEMBER 5, 2012

The following addressed the Commission:

- Jim Elliott; and
- Rob Fehr.

The Commission adopted a resolution to concur in the recommendation contained in the report.

Councillors: Michael Fougere, Mike O'Donnell and Chris Szarka; Commissioners: David Edwards, Phil Evans, Dallard LeGault, Phil Selenski and Sherry Wolf were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on September 5, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That Part F- Transitional Area Development Plan of *Regina Development Plan Bylaw No. 7877* (Official Community Plan) be amended by adding the following to Section 5.0 Exceptions after d):

e)		2169 and 2179 Rose Street	Lot 34, Block 411, Plan No. 101187761; and Lots 9, 10, Block 411, Plan No. Old 33.	Office building accommodated by a contract zone.

2. That subject to Ministerial Approval of the related Official Community Plan amendment, the application to amend *Regina Zoning Bylaw No. 9250* by rezoning the properties described as

(c) Lots 9 and 10, Block 411, Plan No. Old 33, located at 2179 Rose Street ; and
(d) Lot 34, Block 411, Plan No. 101187761, located at 2169 Rose Street.

from TAR (H30 – Transitional Area Residential (Height Overlay 30m) to C - Contract, be APPROVED and that the contract zone agreement between the City of Regina and the applicant/owner of the subject properties be executed.

3. That further to recommendation 2, the proposed contract zone agreement shall include the following terms:

(c) Development of the proposed office building on the subject property shall be consistent with the attached plans and drawings labelled Appendix A-3.1--A-3.3.2, inclusive and prepared by PSW Architecture and Interior Design;

(d) The range of permitted and discretionary uses in the building shall be consistent with the MX zone in Table 5.2 of *Regina Zoning Bylaw No. 9250* with the following exceptions:

i) Office uses shall be permitted and be accommodated throughout the entire approved building;

ii) Restaurant and Licensed Restaurant, Personal Service, Confectionary Store, and Retail uses shall be permitted on the main level;

(i) A detailed landscape plan for the subject property shall be submitted for approval to the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject properties shall be undertaken in accordance with *The Forestry Bylaw, 2002* (Bylaw No. 2002-48, as amended).

(j) The erection or placement of commercial signs on the property located at 1550 14th Avenue shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the Zoning Bylaw.

(k) Provision for safe, secure, and convenient location for bicycle storage shall be accommodated as per Chapter 14 of the Zoning Bylaw.

(l) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of the Zoning Bylaw.

(m) The approval to initiate the proposed development shall be valid for a period of two years from the date of City Council's passage of the Zoning Bylaw amendment that authorizes the contract zone agreement.

(n) The contract zone agreement shall be registered in the City's interest, against the titles to all of the subject properties and at the applicant's cost, pursuant to Section 69 of *The Planning and Development Act, 2007*.

4. That the City Solicitor be directed to prepare the necessary bylaw to authorize the rezoning of the subject properties and the execution of the contract zone agreement, as described above.

5. That this report be forwarded to the October 9, 2012 meeting of City Council, which will allow sufficient time to advertise the required public notice for the subject Zoning Bylaw and Development Plan amendments.

CONCLUSION

The City recently completed a review of office policy contained in the Official Community Plan, which clarified policy pertaining to future office development. The applicant proposes a medium size office building in the Central City Office Area in accordance with the approved revised office policy. The policy stipulates that office proposals within the Center Square community can be accommodated subject to consistency with Part F-Transitional Area Development Plan, which forms neighbourhood specific development policy. The subject property is immediately adjacent to the Broad Street corridor in which medium office development is accommodated and is in near proximity to the Downtown. As such, the Administration is recommending an amendment to Part F of the OCP to achieve compliance with the policies for the neighbourhood. Approval of the building would implement the goal of the plan to ensure 80 percent of office development is maintained in the Central City Office Area.

The applicant proposes to construct a 2652 m^2 , four-storey commercial office building in the Centre Square neighbourhood. The existing zoning and neighbourhood plan do not contemplate a commercial office building in this location. An amendment to the Zoning Bylaw and Development Plan (OCP) are necessary to accommodate the development.

From a site development perspective, the Administration maintains that the proposed building fits into its surroundings in terms of scale, massing, use, design, and articulation. There are minor deviations from zoning standards (setback, site coverage, parking lot design), which would otherwise be vetted through the development appeals process. However, the deviations are not considered to be major enough to have a perceptible impact, or to negatively affect the community.

However, the Transitional Area Neighbourhood Plan does not contemplate office use in this location and a primary objective of the plan is to prevent the encroachment of office use into the residential neighbourhood. The Administration still maintains that this objective for development in the community is still relevant, despite the plan being almost 30 years old. However, certain assumptions about the plan are dated and the plan generally states that commercial buildings should be located on the periphery of the community.

The community was notified and had the opportunity to attend an open house, but there was little response. The Community Association was not concerned with the proposed use, but raised objection to certain design features such as the front yard setback, massing, landscaping, access to the garage from Rose Street, and lack of commercial space on the main floor. In response, the developer adjusted the plan to add more landscaping, increase the front yard setback, retain two existing boulevard trees, and add more architectural detail to building elevations.

BACKGROUND

An application for contract zone approval has been submitted for the property located at 2169 and 2179 Rose Street. The subject property is within the boundaries of the Centre Square Community Association and the Old 33 subdivision.

This application is being considered pursuant to *The Planning and Development Act, 2007, Regina Development Plan Bylaw No. 9250,* and *Regina Zoning Bylaw No. 9250.*

DISCUSSION

The Applicant's Proposal

The applicant proposes to construct an office building. The building would be four storeys or 14.175 m in height. The building consists of approximately 2652 m^2 (28545 ft^2) of office space on the upper three levels and approximately 90 m^2 (986 ft^2) of commercial space on the main level. Parking on the site would be accommodated for 47 vehicles. All parking with the exception of three stalls parallel to the rear alley would be accommodated within the building and would be accessed from Rose Street. The building is designed to minimize the depth of the underground area. As such, the internal parking area is arranged on four half levels. The highest is located one-half storey above grade and the lowest would be one level below grade. The lowest level of the parkade would extend to the west property line, beyond the front face of the building.

Analysis

Site Context

The site is located at the north east corner of Rose Street and 14th Avenue, just one block south of Downtown and one block west of Broad Street. The surrounding land uses are commercial to the south and east, and house-form commercial and detached residential to the north and west. There is also a three storey apartment building to the southwest of the site. Within the broader context there is a mixture of original single detached dwellings, and low and high rise apartment development. The General Hospital is also located within a five minute walk of the site on 14th Avenue. The site is currently undeveloped and has been used for surface parking for several years.

The site is also within walking distance of several transit routes on Broad Street and other nearby commercial amenities in the Downtown vicinity. Three-dimensional perspectives of the proposed building within its surroundings is provided in Appendix B for reference.

Contract Zone

The applicant has applied to amend the zoning to C-Contract to accommodate the development. A contract zone agreement allows for the application of site-specific development standards and provides the opportunity to exercise some flexibility from conventional zoning standards to address compatibility issues with, and sensitivity to its surrounding context. Contract zones are particularly useful in infill situations where there are particular sensitivities with the surrounding area or other development constraints. Alternatively, the site could be rezoned to a conventional zone such as MX-Mixed Residential/ Business Zone. The development would be required to conform to the standards of the zone, but any development consistent with the zone could occur. For example, the MX zone allows for purpose built office buildings, but also a range of other commercial uses, with varying degrees of compatibility with the surrounding area. Furthermore, development standards of a conventional zone such as height or setbacks might be too stringent or not adequately reflect the character of the surrounding built form.

In evaluating a contract zone the Administration considers the standards of comparable conventional zones in addition to the site context. In this case, the subject property is currently zoned TAR(H30), Transitional Area Residential (Height Overlay Zone of 30 m), in which an office building is not permitted. In addition, where there is some variation between the underlying zoning and the proposal, the Administration can evaluate based on consistency with the surrounding area and the potential impact on adjacent properties. The Administration also used 3D modeling as a tool to show how the building massing relates to its surrounding context. Street level views are provided in Appendix B.

As the current zoning does not accommodate an office building, rezoning is necessary. The proposed building also deviates from certain zoning standards including the front yard setback, site coverage, and parking stall dimensions, which would otherwise require relaxation through a development appeals process. The development appeals process recognizes that it is occasionally not possible or necessary to conform to established zoning standards.

As such, the Administration has reviewed the proposed building under the contract zone approval process, and is recommending it as that most appropriate zoning designation. Table 1, below, provides a summary of the critical zoning issues, how they compare to zoning regulations, and how they compare with the immediate surroundings of the property. An assessment of each key zoning issue is also provided, which summarizes the Administration's position:

Table 1

	Proposed	**Comparable Zone**	**Context**
Use	Office	TAR(H30) Not permitted	The subject property is on the edge of a residential neighbourhood. There is commercial and office space to the south and east of the property fronting Broad Street.
Assessment:	The use is subject to consideration of technical impacts, potential for adverse impacts on the neighbourhood, conflict with policy, and public concern. Subsequent sections of the report provide this analysis.		
Front Yard Setback	4.0m	TAR (H30) 5m min.	Most properties along Rose Street have a 5m setback. There is an apartment on the same block face that also has a 4m setback
Assessment:	The front yard setback is within 25 percent of the requirement and would otherwise be considered administratively as a minor variance. There would be no impact on the surrounding community. 3D perspectives in Appendix B shows the building in its surrounding built form. In addition the subject property map in Appendix A-1 shows building footprints on surrounding properties for comparison purposes.		
Side Yard Setback	Nil (street) 0.5m (other)	TAR (H30) Nil	Original House form buildings are built very near side yard setbacks. Apartments generally allow for wider side yard setbacks to allow for windows and light penetration.
Assessment:	The zoning standards in the area do not require side yard setbacks for apartments. The building conforms to the zoning standard. Unprotected window openings will not be permitted on the north face. Protected windows (i.e sprinklers or fire shutters) are permitted.		
Site Coverage	78 percent	TAR (H30) 65 percent	Surrounding properties are likely built to less than the maximum site coverage with the exception of the apartment to the southwest of the subject property.
Assessment:	The site coverage development standard is one standard among others to control the bulk and massing of buildings on the site. All setbacks with exception to a minor deviation on the front yard are maintained. There would be little perceptible difference between the proposed building or a building that meets the minimum standard.		
FAR (ratio of floor area to site area)	2.4	TAR (H30) – 7.5	There is a mixture of high and low density development in the area
Assessment:	The density of the proposal is consistent with the surrounding neighbourhood.		
Landscaping	10 percent	Residential -15 percent Commercial – 10 percent	Front yards are generally landscaped with grass, shrubs and trees and meet the minimum requirement.
Assessment:	The proposal meets the minimum requirement of landscaping. It was designed to maintain the existing boulevard trees on the site. New trees are being planted in boulevard areas where possible to meet zoning standards. Opportunities for permeable landscaping in the front yard are limited given that the underground parking lot extends to the property line. Planters in the front yard will soften the appearance, introduce vegetation into the front yard, and provide opportunity for an amenity space to develop.		

Other Design Considerations

Parking and Garage Entrance

The Community Association indicated that the garage entrance should be from the lane and not the building front. The Administration's preference is also to access the garage from the rear alley in order to keep more traffic from the residential street and to protect the sidewalk for pedestrian use. However, there are no regulations or guidelines that require driveway access from a lane. The Downtown Plan, which does not have jurisdictional authority over the subject property, encourages garage entrances to locate to the rear or sides of buildings, but where not possible it should be integrated with the façade. The applicant's proposal largely achieves this objective. Architecturally it is integrated with the main level façade and does not dominate the street scape. The building setback from the sidewalk also provides wide sight lines that will also prevent pedestrian/ vehicle conflict.

In response to the concern the Applicant indicated that "to accommodate a rear lane access, a second underground level would have to be constructed. The foundation would have to be much deeper, ramping extended and the costs would effectively make the project uneconomical. The split level design is creative, meets the (minimum) parking requirements, and was affordable."

Based on a standard of providing one stall per $60m^2$ of office space, which is the standard applied to most other zones in the city, the proposal meets the minimum requirement. However, most of these stalls are 4.9 m in length rather than the minimum 5.5 m. The design of the building does not allow for a standard parking bay width (i.e. stall lengths and driveway width) of 18.5 m. The parking bay width is instead design to be 17.3 m or 1.2 m less the standard. The Administration has no concerns with relaxation of the parking lot standards considering that a) the Zoning Bylaw allows for 30 percent of parking stalls to be "compact" in parking garages; b) The minimum number of parking stalls is being maintained; c) the garage is not open to the public and impacts are limited to employees of the building rather than the neighbourhood; and d) it would be the responsibility of the building managers to appropriately allocate parking to users (i.e. assign the larger stalls to those with larger vehicles, if possible).

Pedestrian Level

Maintaining active use, commercial or residential uses, on the main level of a building is very often a key ingredient to good urban design. Active uses at grade help to animate public spaces, engage pedestrians, create safer streets, and provide valuable commercial amenities to neighbourhoods. In this case the proposed building provides a small at-grade commercial use and lobby entrance at the corner facing the street intersection. About 40 percent of the Rose Street elevation and about 20 percent of the 14th Avenue elevations have incorporated window glazing. As the applicant indicated that the split level garage could not feasibly be modified to allow for more underground parking and thus more at-grade commercial use, landscaping was added to both sides to soften the appearance of the blank walls. Vines were added to the 14th Avenue elevation and landscape, planters, and a potential amenity area were added to the front yard on Rose Street.

Official Community Plan

Part A – Policy Plan

The proposal is consistent with office policies contain in the Bylaw approved by City Council. As of finalization of this report, the new policy has not received Ministerial Approval and therefore does not come into force until that time.

The following policies would pertain to the subject application:

4.15 Office Development

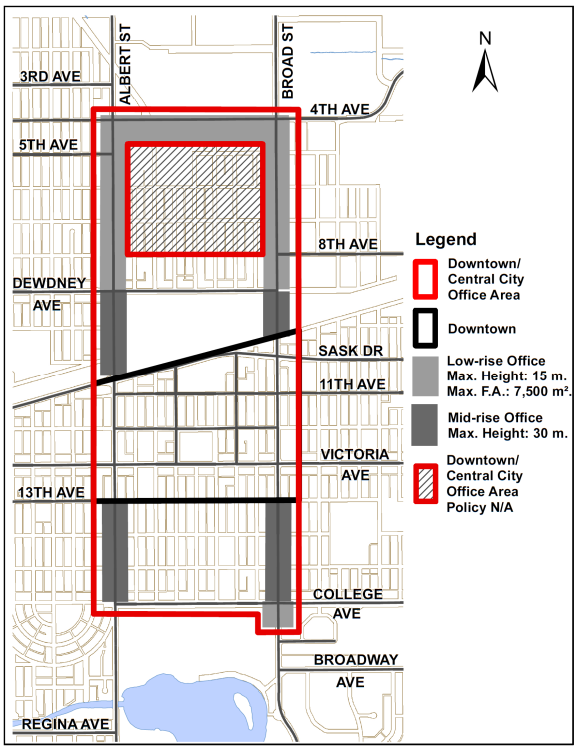
a) For the purposes of this Plan, office buildings between 1,000 m^2 and 4,000 m^2 of gross floor area, including secondary uses, shall be considered "medium office"; office buildings greater than 4,000 m^2 shall be considered "major office".

b) In order to support the downtown as the city's primary business centre, the City shall endeavour to direct, over the long-term, at least 80% of the medium and major office development into the Downtown/Central City Office Area, as identified on Map 4.5.

c) Medium and major office shall be prohibited from locating outside of the downtown, except for the following limited contexts:

ii) The development of medium and major office buildings in the Centre Square neighbourhood this Plan, in accordance with Part F of this Plan;

MAP 4.5: DOWNTOWN/ CENTRAL CITY OFFICE AREA



As such, the subject proposal is consistent with the overall objective to maintain the Downtown as the primary office area of the city. The subject property is within the Central City Office Area,

one block south of Downtown, and immediately adjacent to an urban arterial. The proposal would also be subject to the provisions of Part F-Transitional Area Neighbourhood Plan for further guidance.

Part F- Transitional Area Neighbourhood Plan

The current policy plan for the Centre Square neighbourhood (*Regina Development Plan Bylaw No. 7877- Part F – Transitional Area Development Plan)* has guided development in the neighbourhood since its adoption in 1984. During the time of adoption the neighbourhood was experiencing a loss of population and residential land use from demolitions. Office use was becoming a larger part of the neighbourhood as new office buildings were replacing residential uses in the central part of the neighbourhood. The resultant traffic impacts and loss of original built form were viewed as negative trends. Other significant concerns in the neighbourhood were lack of maintenance of housing, under-utilized land appropriate for infill residential development, encroachment of high rise development into low-rise areas, and lack of neighbourhood stores and services where there is an abundance of underutilized land.
The primary policy objective of the plan (found in section 3.1) is "To provide for residential land use and a viable residential neighbourhood within the Transitional Area…." The plan implements this objective by allowing for varying residential densities in different parts of the neighbourhood, providing for limited opportunities for development of services, encouraging retention of original house-form dwellings through re-use as commercial space, and amongst other policies, limiting the further "encroachment" of commercial office uses into the neighbourhood.

More specific policy objectives that pertain to the proposal are found in sections 3.2 – Residential Land Use and 3.3 Commercial land use:

Section 3.2 – Residential Land Use

Policy Objectives

1) That those portions of the Transitional Area which are primarily residential in use and/or physical form be a principle location of future residential development in the Transitional Area. Commercial use of any given site within the residential portions of the Transitional Area shall occur only in accordance with this Development Plan.

Implementation Recommendations

3) New developments shall be encouraged to reflect or respond to the typical building setbacks found in the vicinity of the project site in order to reinforce the streetscape and its qualities.

4) New developments shall, in the design, scale, form, articulation, reflect or respond to streetscape qualities found in proximity to the project site.

3.2.1—Residential Land Use Districts

Policy Objectives

5) Redevelopment of property to commercial use in the Transitional Area Residential Zone will only be considered when residential use is proven to be uneconomical an in accordance with the provisions of this plan.

3.3.5 – Inner City Commercial

Policy Objectives

2) That the recognized commercial office building groupings will not be extended into the adjacent residential areas.

Implementation Objectives

1) That only existing groupings of commercial office buildings in the Transitional Area, south of 13th Avenue, and not fronting on Albert or Broad Streets or College Avenue, which are not located within districts of residential land use (and thereby recognized by a Specific Use Designation), be accommodated by the Inner City Commercial Zone (now equivalent to the MX Zone).
2) That the Inner City Commercial Zone recognize that there are sites presently used for non-commercial purposes which may be suitable for infill commercial development

With respect to the general intent of the plan and specific implementation policies, it is clear that the Neighbourhood Plan does not support the applicants' proposal. Developments that do not conform to the Neighbourhood Plan have been accommodated as exceptions to the policies. There have been four exceptions to the Neighbourhood Development Plan and have been evaluated based on their overall impacts to the neighbourhood, relation to its immediate context, response to overall intent of policy, as well as community feedback. The exceptions are intended to be site-specific rather than opening policy questions to the rest of the neighbourhood.

Regardless of some of the inconsistencies of with the policy, the Administration is supportive of the proposed amendment for several reasons:

- While the Neighbourhood Plan clearly indicates a strong preference for residential development, and strict control of purpose-built commercial buildings, the plan does also suggest that such development should be directed to areas that are clearly peripheral to residential areas. The subject property is on the edge of the neighbourhood and is directly across the street from a newly constructed commercial building (Shoppers) and commercial development to the east, fronting Broad Street. In the Administration's opinion, the subject property does not represent an intrusion of commercial development in the residential neighbourhood, but a logical extension of peripheral commercial land use. The context of the surrounding area supports a commercial office building in this situation whereas other vacant sites in the neighbourhood might not be supported for office development.

- The subject property has been vacant for several decades. The proposed use would be a larger benefit to the community than the existing surface parking lot. The development does not represent any recent loss of residential population, although it would preclude future residential development in its place.

- There was little concern from the community. Objections to amend Neighbourhood Plans by the community are typically weighed heavily.

- While the Centre Square Community Association had concerns regarding the development, they did not raise specific objection to the land use. Throughout the process the developer adjusted the plans in response to certain concerns.

- The development as proposed generally responds well to its context, in terms of design, articulation, pedestrian amenities, landscape provisions etc.

- The plan was adopted in 1984. While the plan still provides solid planning advice and the successful implementation of certain plan policies is evident, conditions have changed. If the plan reflected the outcome of a more recent planning process, or had been updated regularly its policies would be more strongly regarded. (Neighbourhood planning efforts will be an outcome of the new Official Community Plan. "Developing Complete Neighbourhoods" is an approved Community Priority. The Planning Department has begun to organize to achieve this priority.)

Need for Development

The developer indicated that they had considered alternative development for the site including residential. However, commercial office was the preferred option as there are a number of condominium buildings being proposed or approved in the vicinity including the Gardens on Rose and Centre Square Plaza. New commercial office in the vicinity does not exist.

The intended tenant for the type of building would likely be businesses that are already located in the area, but do not wish to relocated downtown, but remain on the periphery but within walking distance of hotels, restaurants, conference facilities and other amenities. Medical offices associated with the General Hospital would also be likely tenants.

RECOMMENDATION IMPLICATIONS

Financial Implications

The subject area currently receives a full range of municipal services, including water, sewer and storm drainage. The applicant will be responsible for the cost of any additions or changes to existing infrastructure that may be required to directly or indirectly support the development, in accordance with City standards and applicable legal requirements.

Environmental Implications

The proposed development conforms to the policies of the OCP, the fundamental principles of which are to promote a sustainable community and encourage development that contributes to maintenance or improvements to the quality of urban life, as well as to ensure that development occurs in a cost-efficient, environmentally responsible and socially equitable manner.

Extended utilization of existing municipal infrastructure through infill development is cost-effective and contributes to a more sustainable community.

Strategic Implications

The proposal aligns with the Strategic Plan priority to manage growth and development. The proposal contributes to a compact urban form, optimization of infrastructure capacity, and a safe living and working environment for the community. The proposal therefore contributes to the City's vision.

Accessibility Implications

The building will be required to conform to the Building Bylaw, which has standards for accessibility.

COMMUNICATIONS

Public Input

The Administration provided notice to the public through the following measures:

- Sign posting of the subject property during the review process;
- Notice sent directly to owners and occupants of property in the vicinity. Approximately 750 notices were distributed;
- Opportunity to attend an open house to learn more about the proposal and provide comment;
- Advertising of the open house on the City website and *The Leader-Post;* and
- Circulation of the proposal to the Centre Square Community Association, Regina Downtown Business Improvement District, and the Central Zone Board.

In total ten people provided comment on the proposal and twelve people attended the open house. The opinion of those who commented was as follows:

I support the proposal (2)
I would like it more if one or two features were different (3)
I would accept the proposal if many features were different (2)
I completely oppose the proposal (2)
None of the above/ other (3)

A summary of comments and the Administration's response is provided in Appendix C.

The Centre Square Community Association provided the following comments:

> "We are open to looking at commercial development at this site providing that the development meets existing residential zoning guidelines and the development enhances the residential character of the neighbourhood.
>
> In our preliminary review we identified five areas of concern:
> 1) The building does not meet the minimum setback requirements
>
> 2) The building does not meet minimum greenspace requirements and because the underground parking structure extends to the property line along most of the site, landscaping on this structure is limited.
>
> 3) The proposed access to parking is off Rose Street. This needs to be changed to being off the back alley.
>
> 4) The massing of the proposed building is very uniform with the exception of an indent at the main entrance area. The massing must have more modulation to reflect the residential nature of the area.
>
> 5) The street level must be commercial."

During the review the Administration facilitated a meeting between the developer and the Community Association to discuss these concerns. After the meeting the developer adjusted several elements of the building including:

- Increasing the front yard setback from 2.5 m to 4 m for consistency with the block face;
- Adding landscaping in the front yard, adding climbing vines along 14th Avenue;
- Moving the garage entrance to allow for retention of existing street trees; and
- Making improvements to the east elevation as this was identified as a highly visible building face;

Concerns noted by the Community Association are addressed in the Analysis section of this report.

DELEGATED AUTHORITY

City Council's approval is required pursuant to Parts IV and V of *The Planning and Development Act, 2007.*

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

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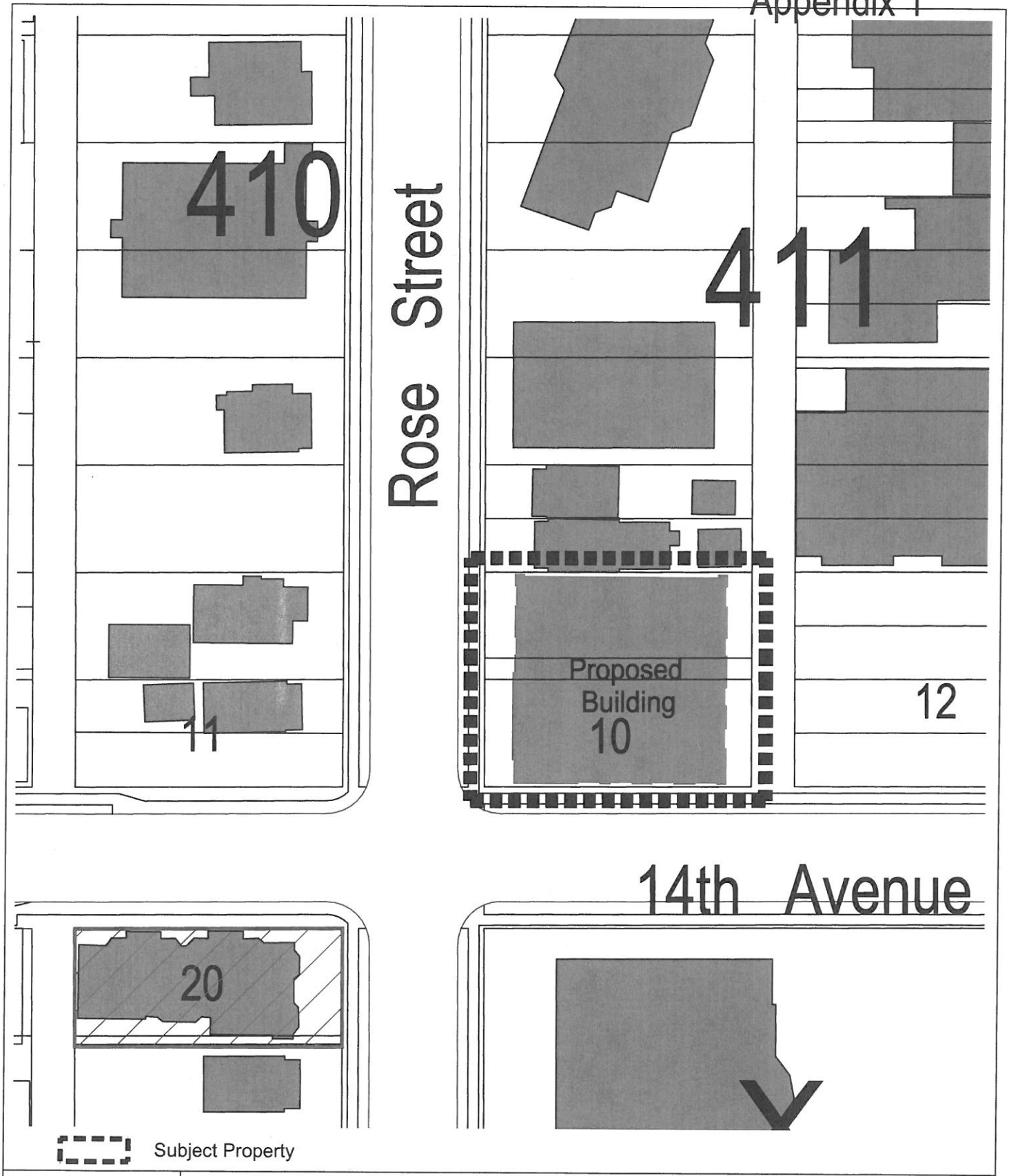
Appendix 1



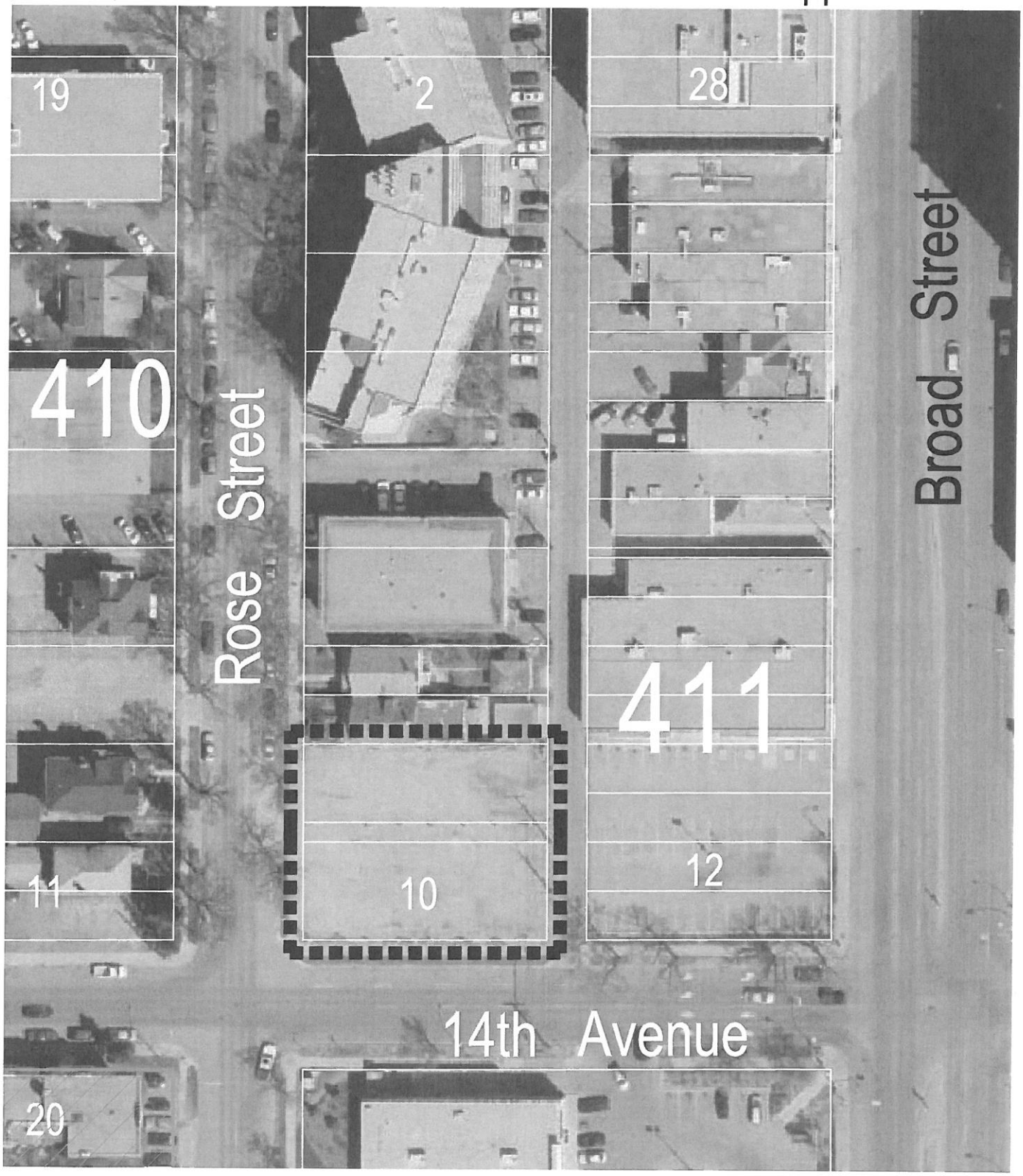
REGINA | City of Regina
Infinite Horizons

Planning & Sustainability Department

Project 12-CZ-1 Civic Address/Subdivision 2169 and 2179 Rose Street

File No. O:\UP\DWGS\DEVELOP\CZ\2012\12-CZ-1.dwg

Appendix 2



Subject Property

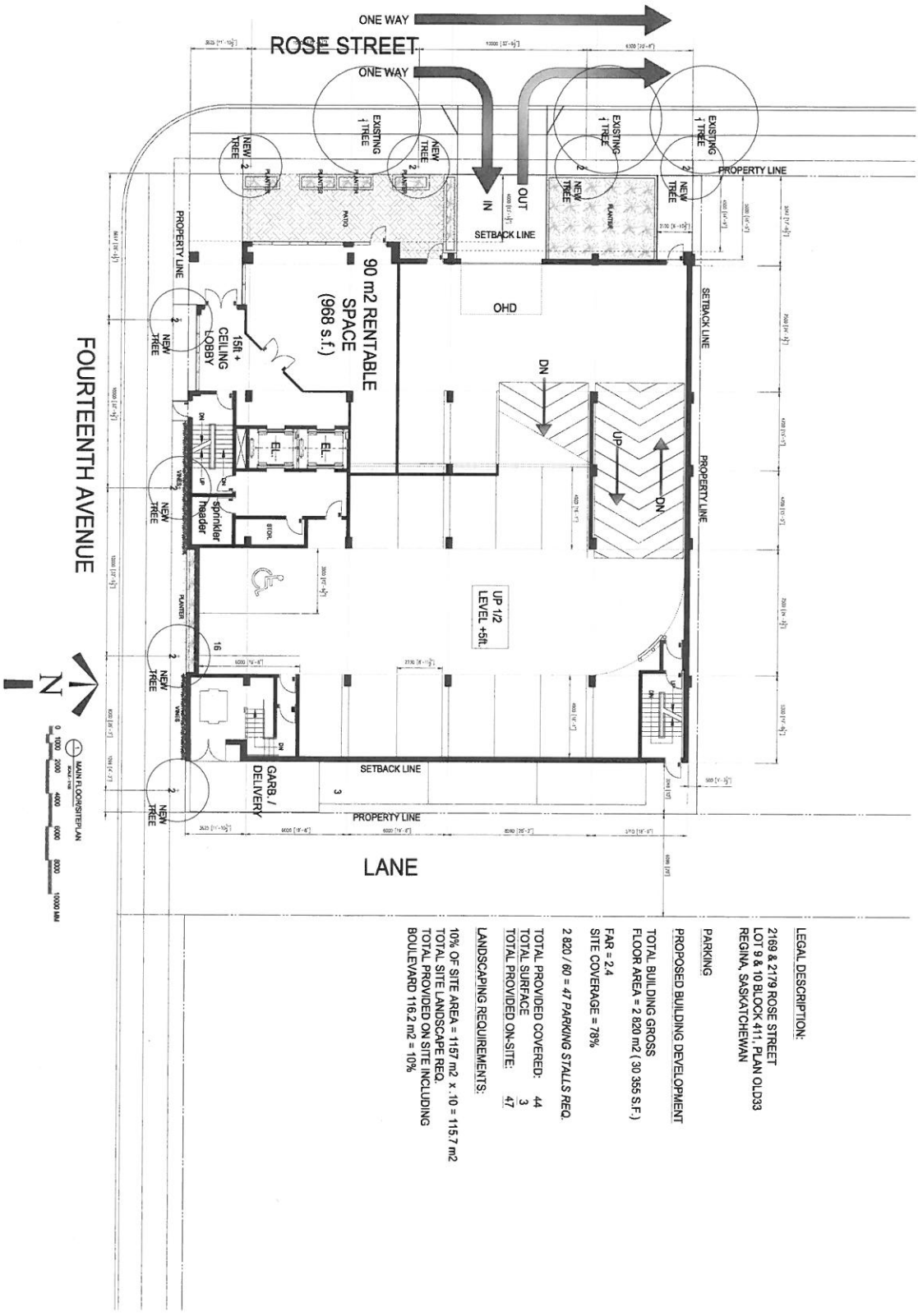
Date of Photography : 2009

REGINA | City of Regina

Planning and Sustainability Department
Planning & Development Division

Project 12-CZ-1 Civic Address/Subdivision 2169 and 2179 Rose Street

File No. O:\UP\DWGS\DEVELOP\CZ\2012\12-CZ-1.dwg



LEGAL DESCRIPTION:

2169 & 2179 ROSE STREET
LOT 9 & 10 BLOCK 411, PLAN OLD33
REGINA, SASKATCHEWAN

PARKING

PROPOSED BUILDING DEVELOPMENT

TOTAL BUILDING GROSS
FLOOR AREA = 2 820 m2 (30 355 S.F.)

FAR = 2.4
SITE COVERAGE = 78%

2 820 / 60 = 47 PARKING STALLS REQ.

TOTAL PROVIDED COVERED: 44
TOTAL SURFACE 3
TOTAL PROVIDED ON-SITE: 47

LANDSCAPING REQUIREMENTS:

10% OF SITE AREA = 1157 m2 x .10 = 115.7 m2
TOTAL SITE LANDSCAPE REQ.
TOTAL PROVIDED ON SITE INCLUDING
BOULEVARD 116.2 m2 = 10%

PSW
ARCHITECTURE & INTERIOR DESIGN LTD.
2110 COLLEGE AVENUE
REGINA, SASKATCHEWAN
S4P 1C8
PHONE (306) 359-9007
FAX (306) 359-9009
E-MAIL pswdesign@sasktel.net

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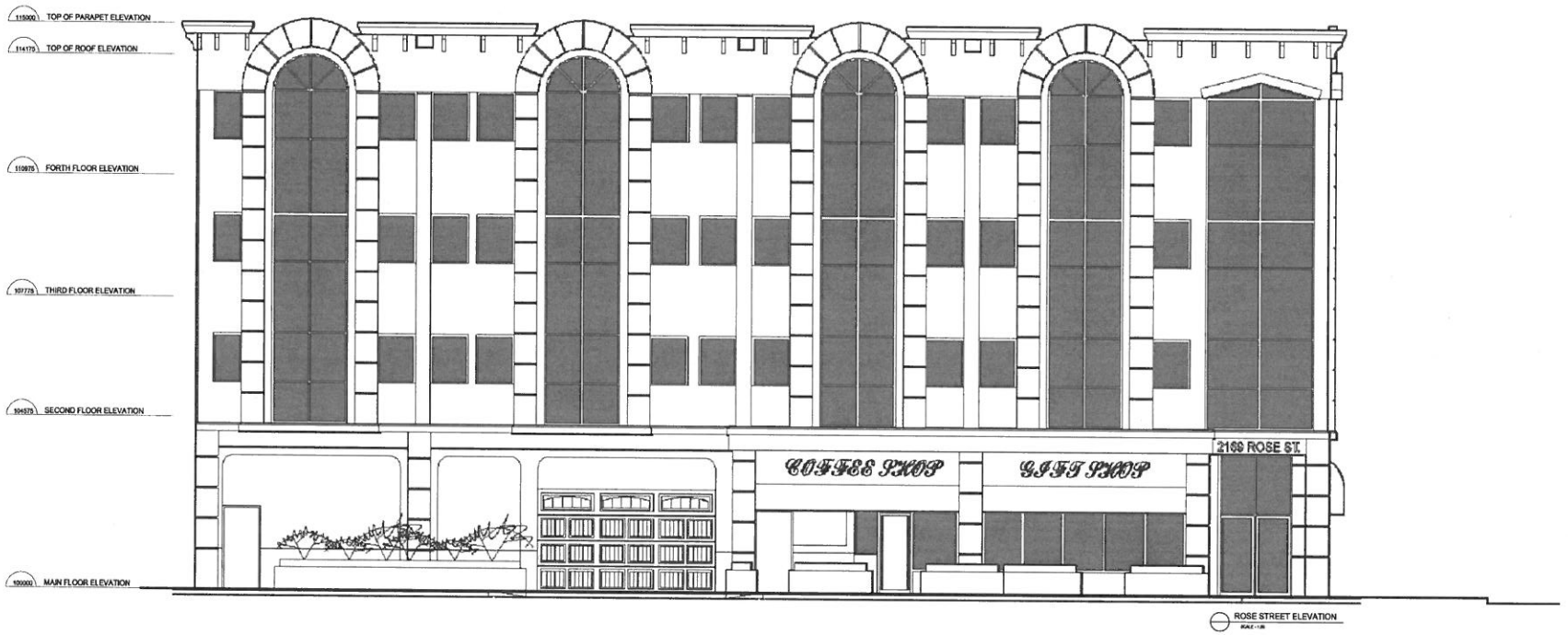
PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.
2169 ROSE STREET
REGINA, SASKATCHEWAN

SITE PLAN
MAIN FLOOR PLAN

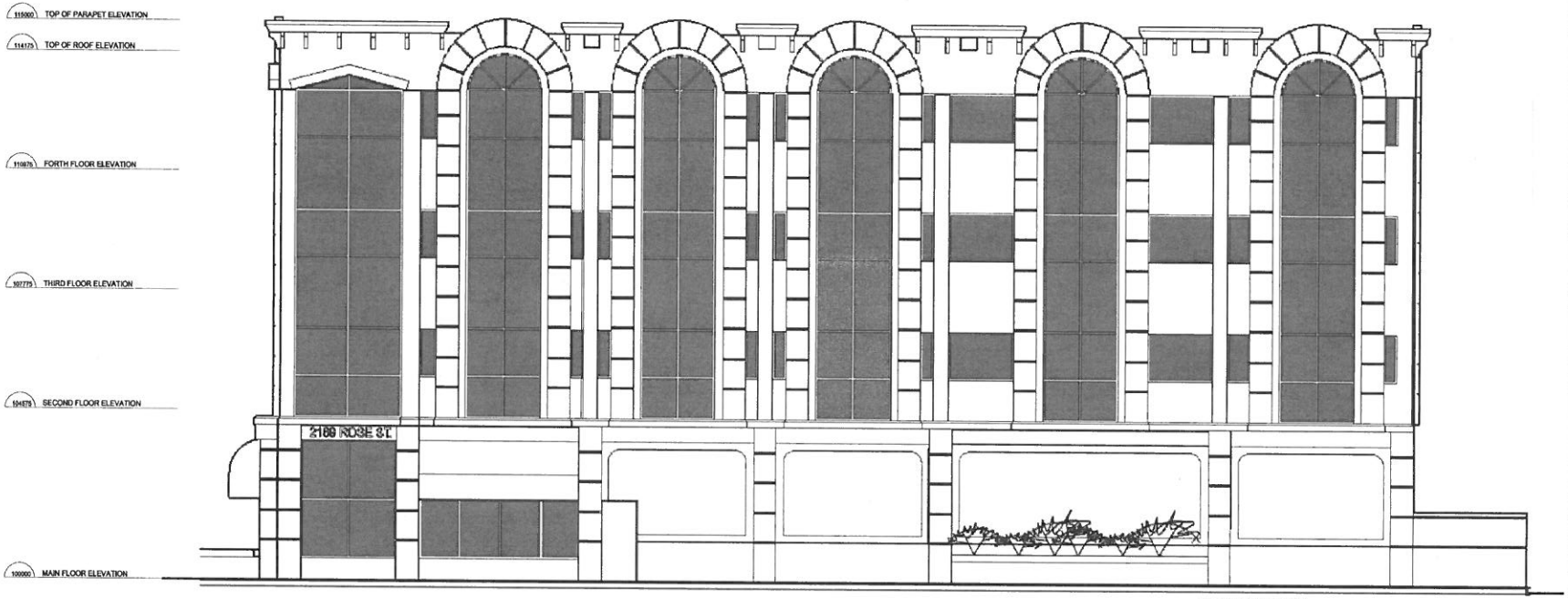
A-1.0

3

Appendix 3.2.1



ROSE STREET ELEVATION
SCALE - 1/8



14TH AVE. ELEVATION
SCALE - 1/8

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No.	Date	Revisions

PROJECT TITLE:

PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.

2169 ROSE STREET
REGINA, SASKATCHEWAN

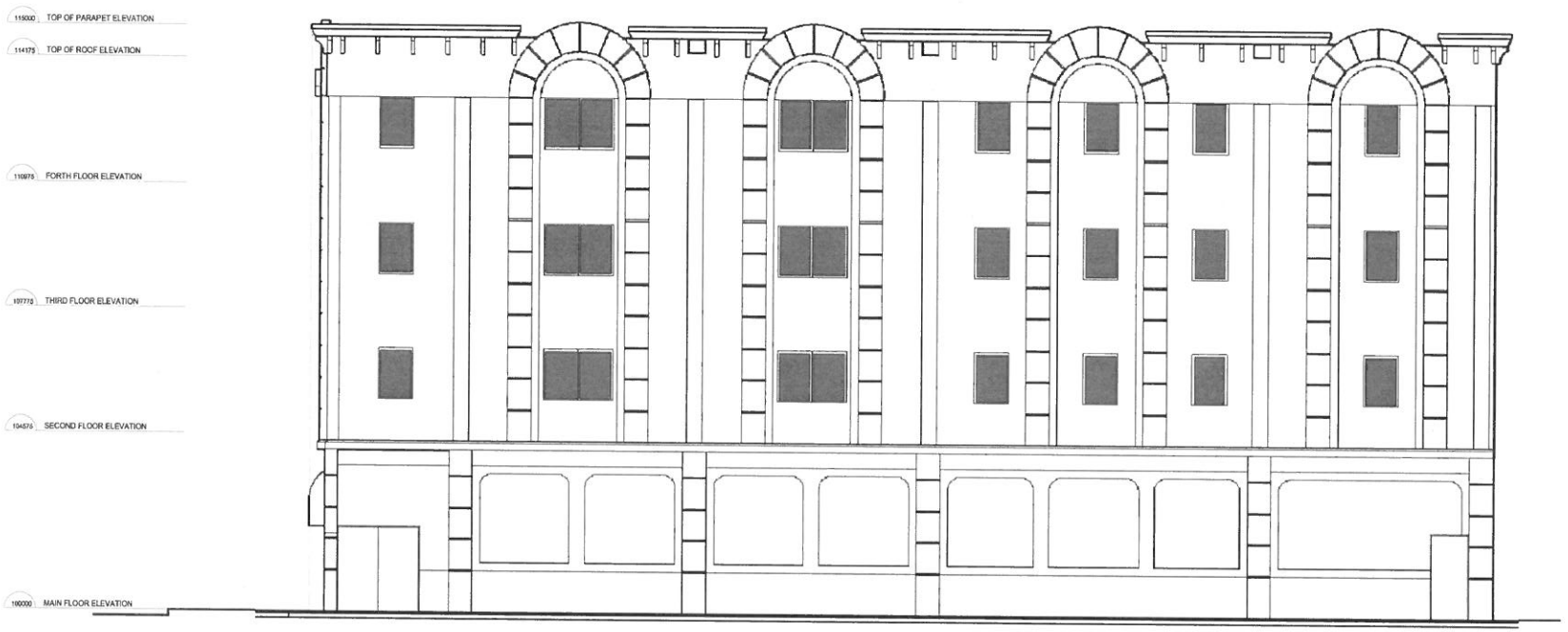
DRAWING NAME:

ROSE ST. ELEVATION
14TH. AVE. ELEVATION

File:	301103
Scale:	AS NOTED
Date:	MARCH 2012
Approved:	psw&
Drawn:	psw&
Drawing:	A-5.0
Revision:	3

DATE: 11/15/2011 9:38 AM

Appendix 3.2.2



1 EAST (LANE) ELEVATION

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No.	Date	Revisions

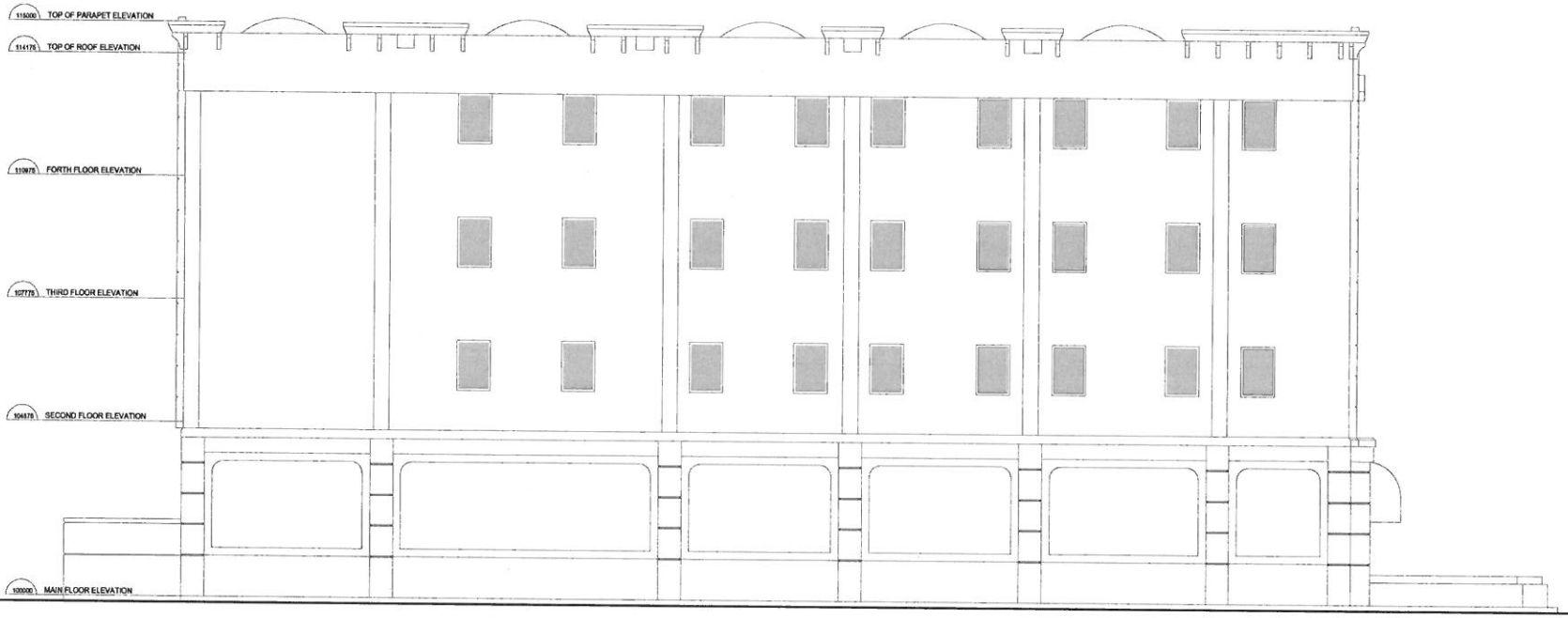
PROJECT TITLE:
PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.
2169 ROSE STREET
REGINA, SASKATCHEWAN

DRAWING NAME:
EAST LANE ELEVATION

File: 201105
Scale: AS NOTED
Date: MARCH 2012
Approved: gmh
Drawn: gmh
Drawing: A-5.0
Revision: 3

DATE: 11/15/2011 9:39 AM

Appendix 3.2.3



1 NORTH ELEVATION
SCALE - 1/8

DATE: 11/15/2011 9:39 AM

PSW
ARCHITECTURE & INTERIOR DESIGN LTD.

2110 COLLEGE AVENUE
REGINA, SASKATCHEWAN
S4P-1C5
PHONE: (306) 359-9007
FAX: (306) 359-0090
E-MAIL: psw.denise@sasktel.net

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No.	Date	Revisions

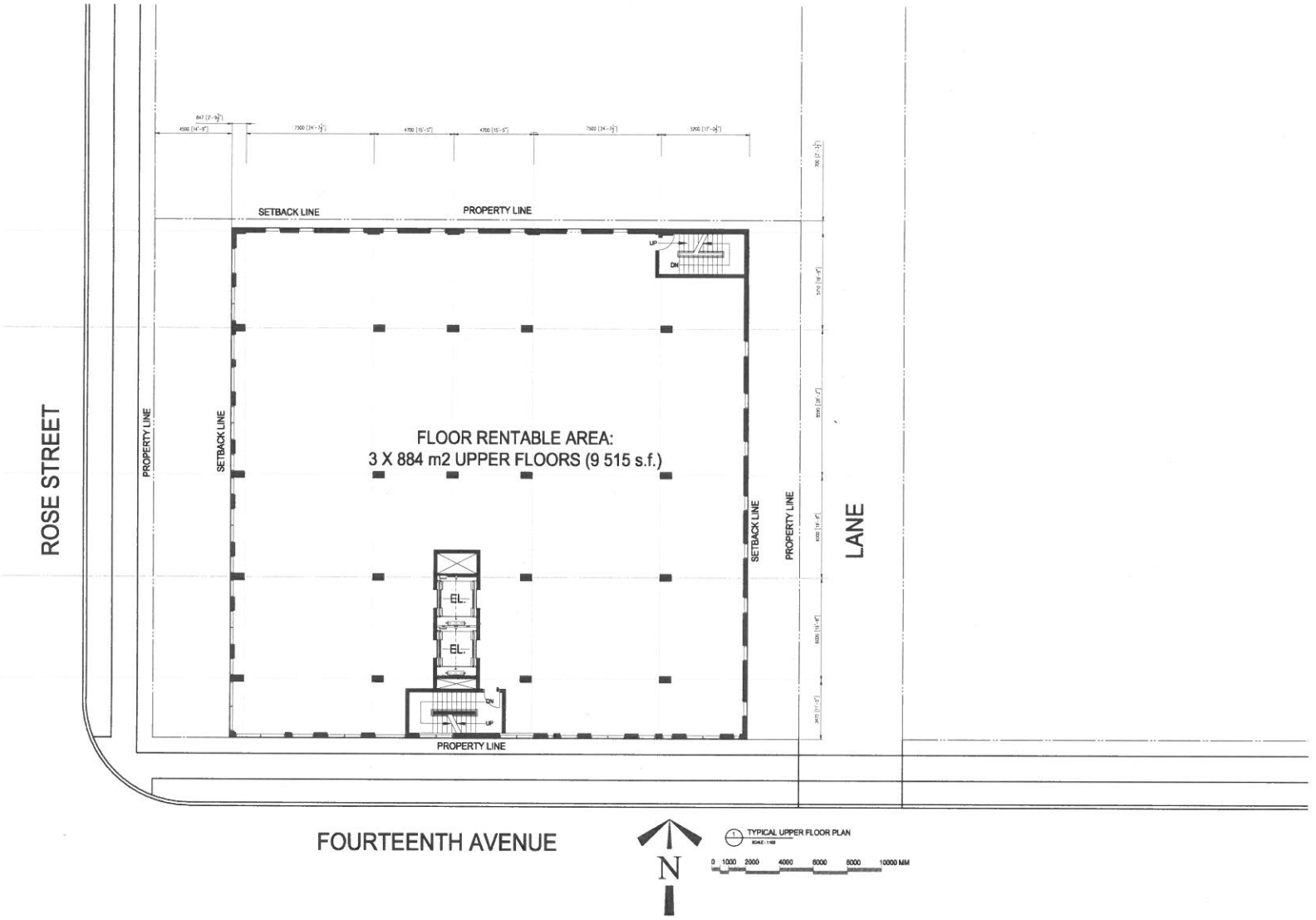
Approved
PSW ACAD FILE #: 201105

PROJECT TITLE:
PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.
2169 ROSE STREET
REGINA, SASKATCHEWAN

DRAWING NAME:
NORTH ELEVATION

File	201105
Scale	AS NOTED
Date	MARCH 2012
Approved	gmb
Drawn	gmb
Drawing	A-5.0
Revision	3

Appendix 3.3.1



DATE: 11/15/2011 9:39 AM

PSW
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No.	Date	Revisions

Approved:

PSW ROAD FILE #: 2011009

PROJECT TITLE:

PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.

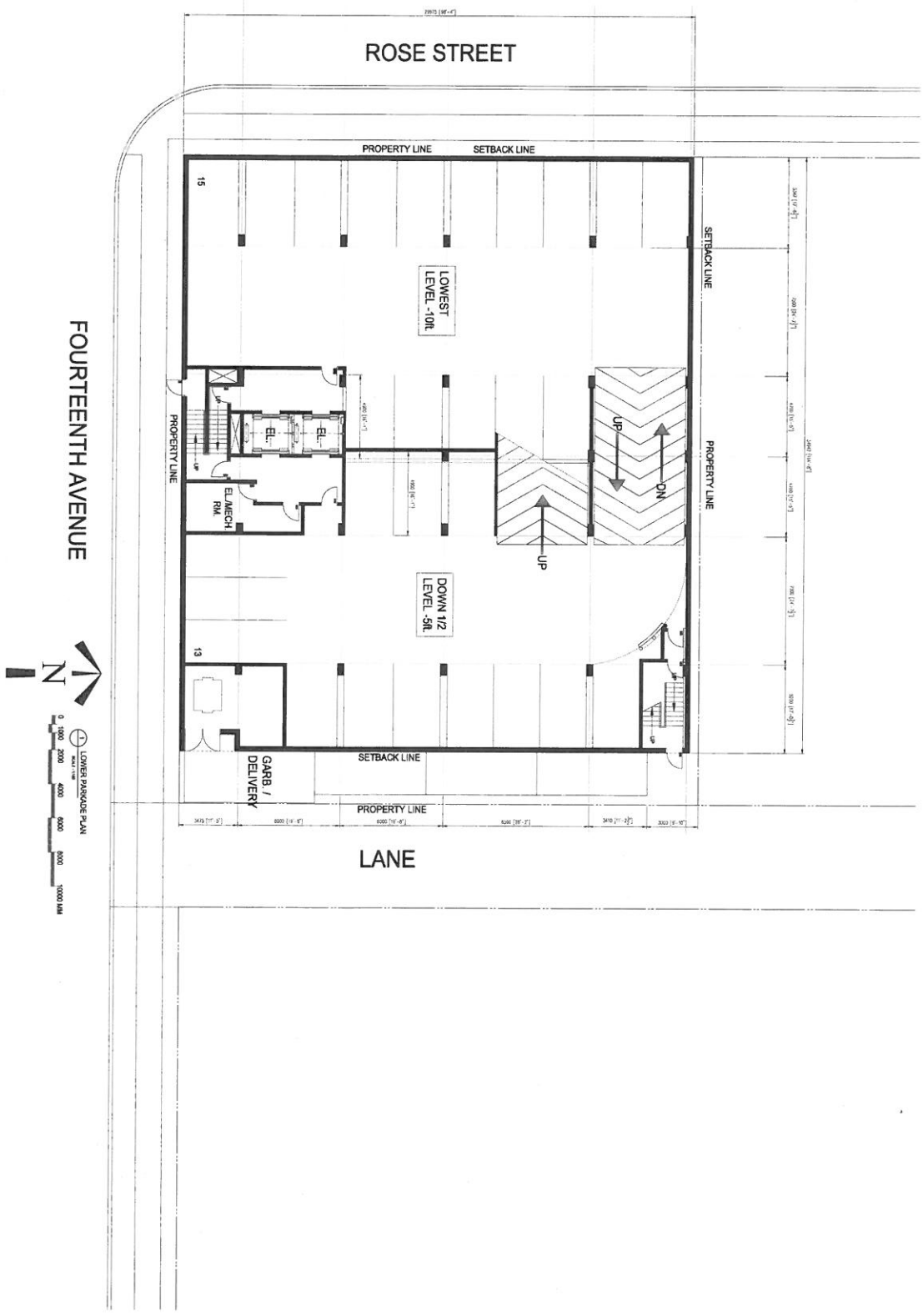
2169 ROSE STREET
REGINA, SASKATCHEWAN

Drawing name:

TYPICAL UPPER FLOOR PLAN

File: 2011009
Scale: AS NOTED
Date: MARCH 2012
Approved: [illegible]
Drawn: [illegible]

Drawing: A-3.0
Revision: 3



PSW
ARCHITECTURE & INTERIOR DESIGN LTD.
2110 COLLEGE AVENUE
REGINA, SASKATCHEWAN
S4P 1C8
PHONE (306) 359-9007
FAX (306) 359-9009
E-MAIL psw@sasktel.net

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No.	Date	Revision

PROJECT TITLE
PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.
2166 ROSE STREET
REGINA, SASKATCHEWAN

DRAWING NAME
LOWER PARKADE PLAN

Drawn: JR/TMB
Check: AS NOTED
Date: MARCH 2011
Scale: 1:100

Drawing No. A-2.0
Revision No. 3

Appendix 3.4.1

ROSE STREET ELEVATION

PSW
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S4P-1C5
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No.	Date	Revisions

PROJECT TITLE:

PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.

2169 ROSE STREET
REGINA, SASKATCHEWAN

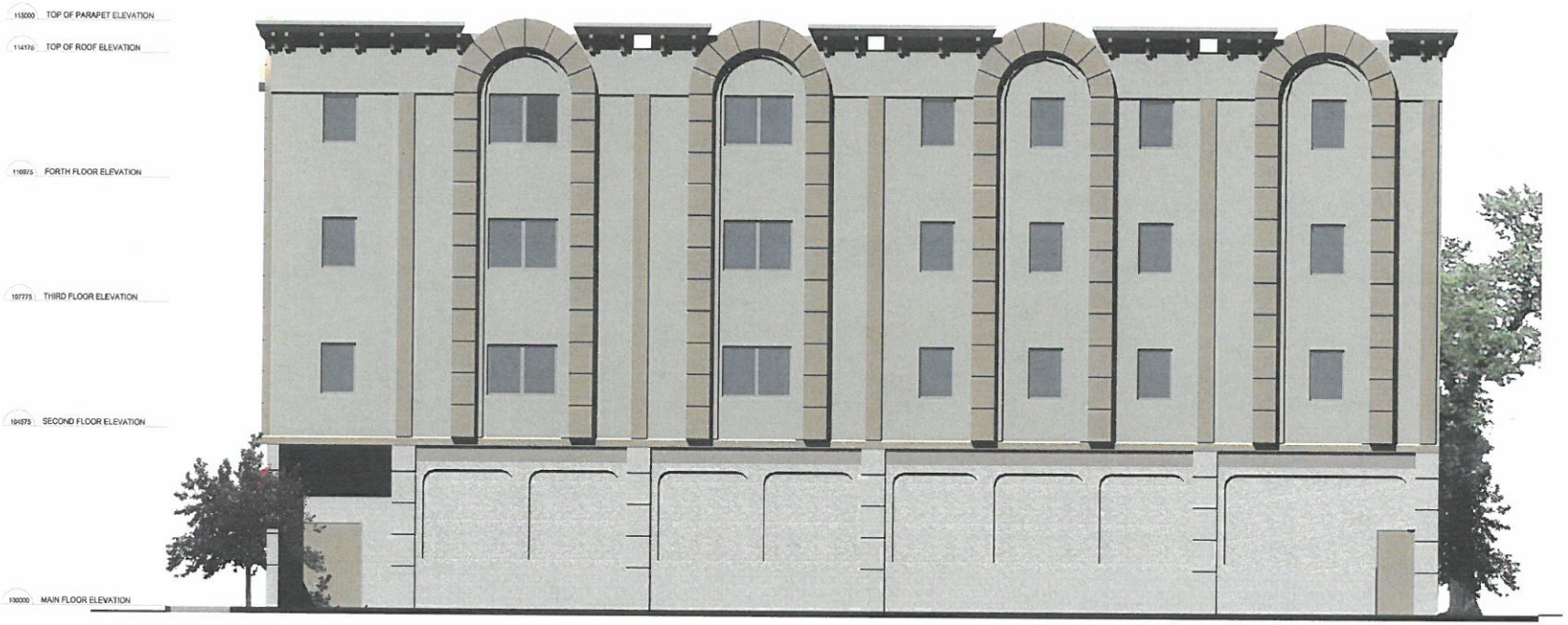
DRAWING NAME:

ROSE ST. ELEVATION

File:	2011025
Scale:	AS NOTED
Date:	MARCH 2012
Approved:	gwalk
Drawn:	gwalk
Drawing:	A-5.0
Revision:	3

DATE: 11/15/2011 9:39 AM

Appendix 3.4.2



1 EAST (LANE) ELEVATION

PSW
ARCHITECTURE & INTERIOR DESIGN LTD.

211C COLLEGE AVENUE
REGINA, SASKATCHEWAN
S4P-1Z5
PHONE: (306) 359-9007
FAX (306) 359-0090
E-MAIL psw.denise@sasktel.net

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No.	Date	Revision

PROJECT TITLE

PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.

2169 ROSE STREET
REGINA, SASKATCHEWAN

DRAWING NAME

EAST LANE ELEVATION

File: 2011608
Scale: AS NOTED
Date: MARCH 2012
Approved: (prov)
Drawn: (prov)

Drawing: A-5.0 Revision: 3

DATE: 11/15/2011 9:35 AM

Appendix 3.4.3

1 14TH AVE. ELEVATION
SCALE - 1/8"

PSW
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FAX: (306) 359-0080
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No.	Date	Revisions

PROJECT TITLE:

PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.

2169 ROSE STREET
REGINA, SASKATCHEWAN

DRAWING NAME:

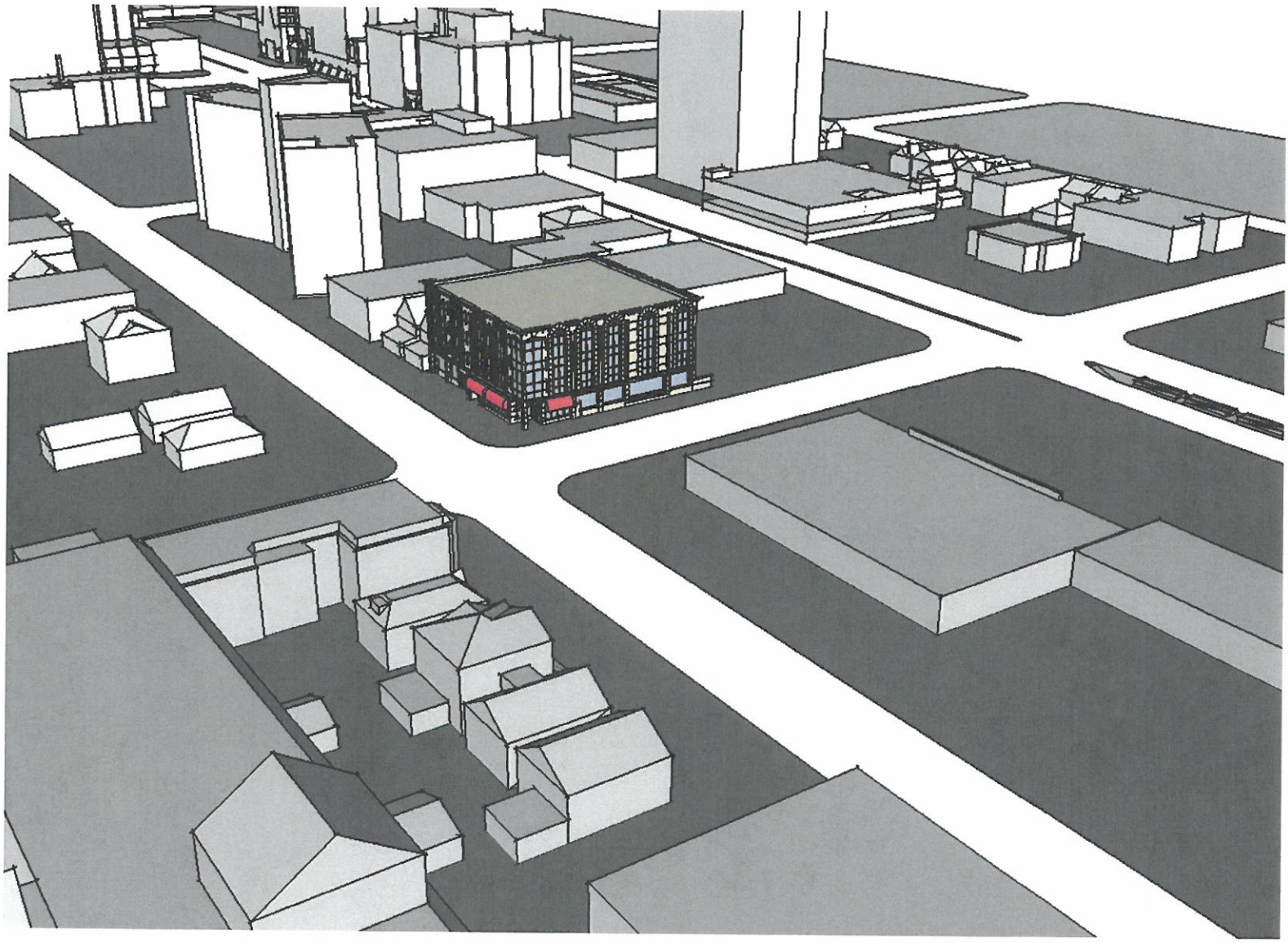
14TH. AVE. ELEVATION

File	201100
Scale	AS NOTED
Date	MARCH 2012
Approved	gweb
Drawn	gweb
Drawing	A-5.1
Revision	3

DATE: 11/15/2011 9:36 AM

Appendix B-1

Appendix B-2



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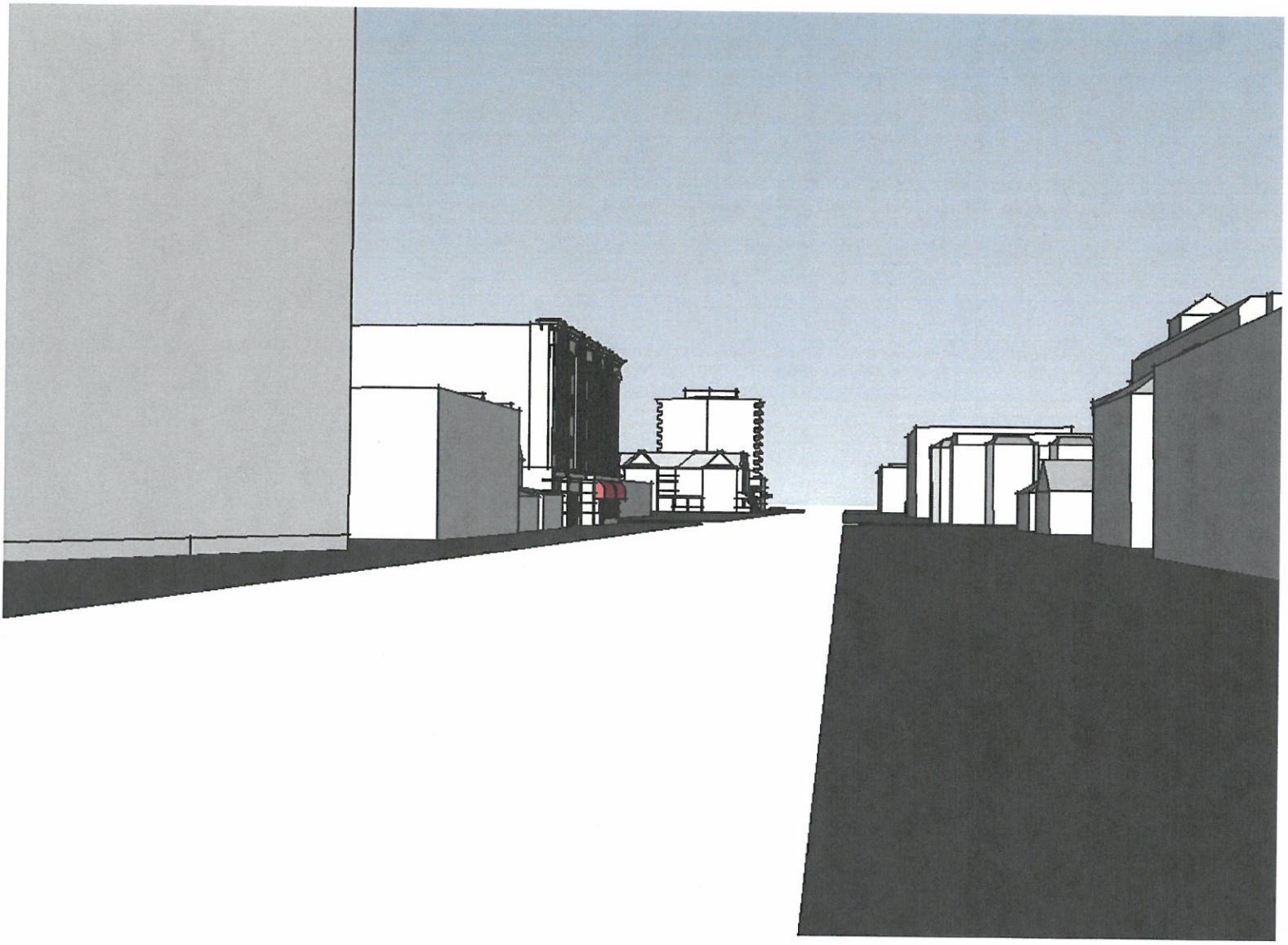


APPENDIX C

Summary of Concerns from the Public and Administration's Response

Concern: The City should not rezone to allow for commercial use. The supply of housing is low. Perhaps the building should partly incorporate residential use.

Response: Residential use would be acceptable on the subject property and would be consistent with the Neighbourhood Plan. However, in the Administration's opinion the subject proposal is also acceptable. The Administration does not wish for commercial land uses to come at the expense of increased residential development in the downtown area. There are many vacant sites downtown that are developable as residential use in accordance with approved policy.

Concern: The building will contribute to the lack of parking downtown and the General Hospital area.

Response: The parking lot development in the TAR Zone is not a conforming land use and is not in the best interests of the community to accommodate surface parking lot development. The development meets the minimum parking requirement.

Concern: Construction of the site will interfere with the ability to operate business in the area, particularly the hearing centre on Broad Street.

Response: Noise and disturbance during the construction process is a reality. The City has bylaws with respect to noise and other construction nuisances. The City can not prevent development of a property due to construction noise that is within what is normally expected. Particular situations may require neighbouring land owners to agree co-operate to lessen such concerns.

Concern: The parking entrance should be switched to the back ally.

Response: This concern is addressed in the body of the report.

Concern: There should be more commercial space on 14th Avenue.

Response: This concern is addressed in the body of the report.

Concern: Office space should be in the downtown.

Response: The subject property is one block south of the jurisdictional boundaries of the downtown and abuts a major arterial road. The proposal is consistent with the recently adopted office distribution policy, the intent of which is to maintain the vast majority of office space within the downtown and central area.

Concern: The look of the building does not fit with the surroundings.

Response: The City cannot regulate architectural design through a contract zone process. However, the Administration is satisfied with the intended architectural style, which is more traditional in design, and compliments the historical character of the surrounding area.

CR12-152

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Application for Street Closure (12-CL-6)
Portion of Rose Street Adjacent to 'Gardens on Rose' Building, 2055 Rose Street

RECOMMENDATION OF THE REGINA PLANNING COMMISSION - SEPTEMBER 26, 2012

That the application to permanently close the portion of Rose Street adjacent to 2055 Rose Street and described as "all that portion of Rose Street, Registered Plan No. Old 33, shown on the Plan of Proposed Subdivision by P. Shrivastava, S.L.S. and dated July 12, 2012" be APPROVED.

REGINA PLANNING COMMISSION – SEPTEMBER 26, 2012

The Commission adopted a resolution to concur in the recommendation contained in the report.

Councillors: Michael Fougere and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Mark McKee, Phil Selenski and Laureen Snook were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on September 26, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the application to permanently close the portion of Rose Street adjacent to 2055 Rose Street and described as "all that portion of Rose Street, Registered Plan No. Old 33, shown on the Plan of Proposed Subdivision by P. Shrivastava, S.L.S. and dated July 12, 2012" be APPROVED; and

2. That this report be forwarded to the October 9, 2012 meeting of City Council.

CONCLUSION

An application for closure of a portion of the Rose Street right-of-way within the Downtown has been submitted. Approval of the proposal would legally close a 4m wide portion of the right-of-way fronting part of 2055 Rose Street, the site of the future Gardens on Rose building, which is currently under construction. The new building will incorporate active, at-grade commercial use and would be enhanced through the sale portion of fronting right-of-way. The purpose of the proposed closure of the right-of-way is to allow the applicant to construct a permanent and furnished outdoor café space that would become part of their property.

As a result of the closure, the applicant will be required to reconstruct and pay for reconstruction of the sidewalk to maintain pedestrian movement around the closed portion of right-of-way. The new sidewalk would be located where there are currently two on-street parking spaces and two driveway crossings for a surface parking lot. No further impacts on traffic flow or parking were identified.

The Administration supports the proposal as it has protected the City's interests through the subdivision and sale agreement process; the proposal allows a private interest to invest in a public asset through the reconstruction of a portion of sidewalk within the Downtown; the proposal contributes to a vibrant public realm and implements an important part of the Downtown Neighbourhood Plan; and as it would be possible for the City to re-acquire the closed portion of street if needed in the future.

BACKGROUND

City Council approved "The Gardens on Rose" building in 2010. Approval of the apartment building included a commercial component on the main level. The conditions of approval required reconstruction of the sidewalk and landscaping. The bulb out was discussed as an option for landscaping in the discretionary use report. After approval during subsequent discussions with the application of more detailed design the City accepted that an expanded pedestrian area in the area fronting the building would positively benefit the Downtown. The expanded pedestrian area would add to the development of a patio culture and to add activity to the street, which is currently almost entirely lined with surface parking. Decisions to change curb cuts or sidewalks do not require City Council's decision and can be approved administratively.

However, it was then later determined that the applicant needed to own the portion of expanded public realm in order to secure financing for any significant investment whereas a lease or other temporary agreements with the City would not provide the same assurance.

This application is being considered pursuant to *The Cities Act, The Planning and Development Act, 2007, Regina Development Plan Bylaw No. 7877,* and *Regina Zoning Bylaw No. 9250.* The application is within the boundaries of the Downtown Business Improvement District.

DISCUSSION

The Applicant's Proposal

The applicant proposes to close a portion of the public street fronting the property located at 2055 Rose Street, which is currently under construction as a high-rise apartment building. The purpose of the closure is to sell the closed portion of the street to the adjacent property (i.e. the Gardens on Rose) for use as a permanent sidewalk café. As a result, the purchasers will be required to construct a new sidewalk adjacent to the new property line to accommodate pedestrian traffic. Detailed design of the sidewalk and patio area would be subject to an administrative review.

Analysis

Official Community Plan

The applicant's proposal is consistent with the recently approved Downtown Neighbourhood Plan in the OCP. As an enhancement to the pedestrian realm it implements "Big Move 3: Pedestrians First," suggesting that all streets should be designed for walking and is also aligned

with “Big Move 7: Friendly facades” which suggests that streets should be active and lively and that existing passive street walls will be redesigned to incorporate active uses.

The applicant’s proposal is also consistent with section 3.2-Creating a Successful Public Realm. Part of creating a successful public realm is to ensure safety of downtown streets. Objectives of the section include:

a) Provide active building frontages facing public spaces, including entrances and windows, to ensure people’s “eyes” are on the space, thus enhancing the sense of safety and discouraging inappropriate behaviour.
b) Facilitate active uses within public spaces including sidewalk patios, outdoor displays, buskers, festivals, and the like.

The proposed street closure would allow for significant investment in the portion of the public realm, which would draw more people to an otherwise passive block of the Downtown. More active storefronts and surveillance of the street naturally discourages criminal behaviour in the area.

RECOMMENDATION IMPLICATIONS

Financial Implications

The closed portion of lands would be sold to the owner of adjacent lands at net market value, which amounts to $44,000.

The City would forgo the revenue from two existing parking meters that would be removed. As a result of the closure and subdivision the purchaser of the lands will be required to reconstruct and relocate the sidewalk at their own cost and to City standards.

Environmental Implications

There are no direct environmental implications associated with this proposal. However, the Administration notes that the proposal may result in greater use of the public realm, which, in turn, contributes social benefits of creating a safer and more vibrant downtown atmosphere.

Strategic Implications

The proposal will result in significant investment in the public realm and therefore supports the City’s vision.

Other Implications

Legal Agreements

The purchaser will be responsible for the costs of relocation and re-installation of the sidewalk to City standards.

No underground infrastructure will be directly within the closed portion of the street. However, part of the closed portion will likely be affected by an easement on title due to an adjacent City water line. The reason is there may be additional costs for the City to operate and maintain its

adjacent infrastructure as a result of the closure. For example, should the City need to excavate to repair the water main, there would be additional costs of replacement of the now closed sidewalk as opposed to the existing asphalt street surface. These additional costs would be incurred by the adjacent property owner.

An easement registered on title would also prevent encroachment of the building onto the closed portion of street as to ensure that a consistent street wall on Rose Street develops over time.

Pursuant to the Cities Act, the sale of land would be conditional that the land must be returned to the City if it determines it is necessary to be used as a street. As such, the Administration is confident that the sale of the subject property would not limit any unforeseen and necessary future uses of the street at this time.

Accessibility Implications

The City sidewalk would be built to City standards, which reflect current accessibility standards for public places.

COMMUNICATIONS

The Administration sent a notice of the proposal to the adjacent properties for review and comment.

The Regina Downtown Business Improvement District (RDBID) was circulated a copy of the proposal for review and comment. RDBID did not respond before the finalization of this report.

Advertisement in *The Leader-Post* is required pursuant to the *Public Notice Bylaw.* All interested parties will be notified of City Council's decision.

DELEGATED AUTHORITY

City Council's Approval is required pursuant to *The Cities Act.*

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

REGINA
Infinite Horizons | City of Regina

Memo

October 2, 2012

To: His Worship the Mayor and Members of City Council
Members of the Regina Planning Commission

Re: Application for Partial Street Closure (12-CL-6)
Gardens on Rose – 2055 Rose Sreet
Streetscape/Landscaping Plan

At its meeting of September 26, 2012 the Regina Planning Commission (RPC) considered the above application and requested that additional information be provided to members of the RPC and City Council regarding the landscaping and streetscape treatment for the area in front of the Gardens on Rose high-rise apartment tower development prior to the application for partial street closure being considered at the October 9, 2012 City Council meeting.

In follow up to this request please find attached the streetscape/landscape plan as well as some renderings of the future streetscape.

If you have any questions regarding this matter, please contact me at **777-7541**or email **fsearle@regina.ca.**

Sincerely,

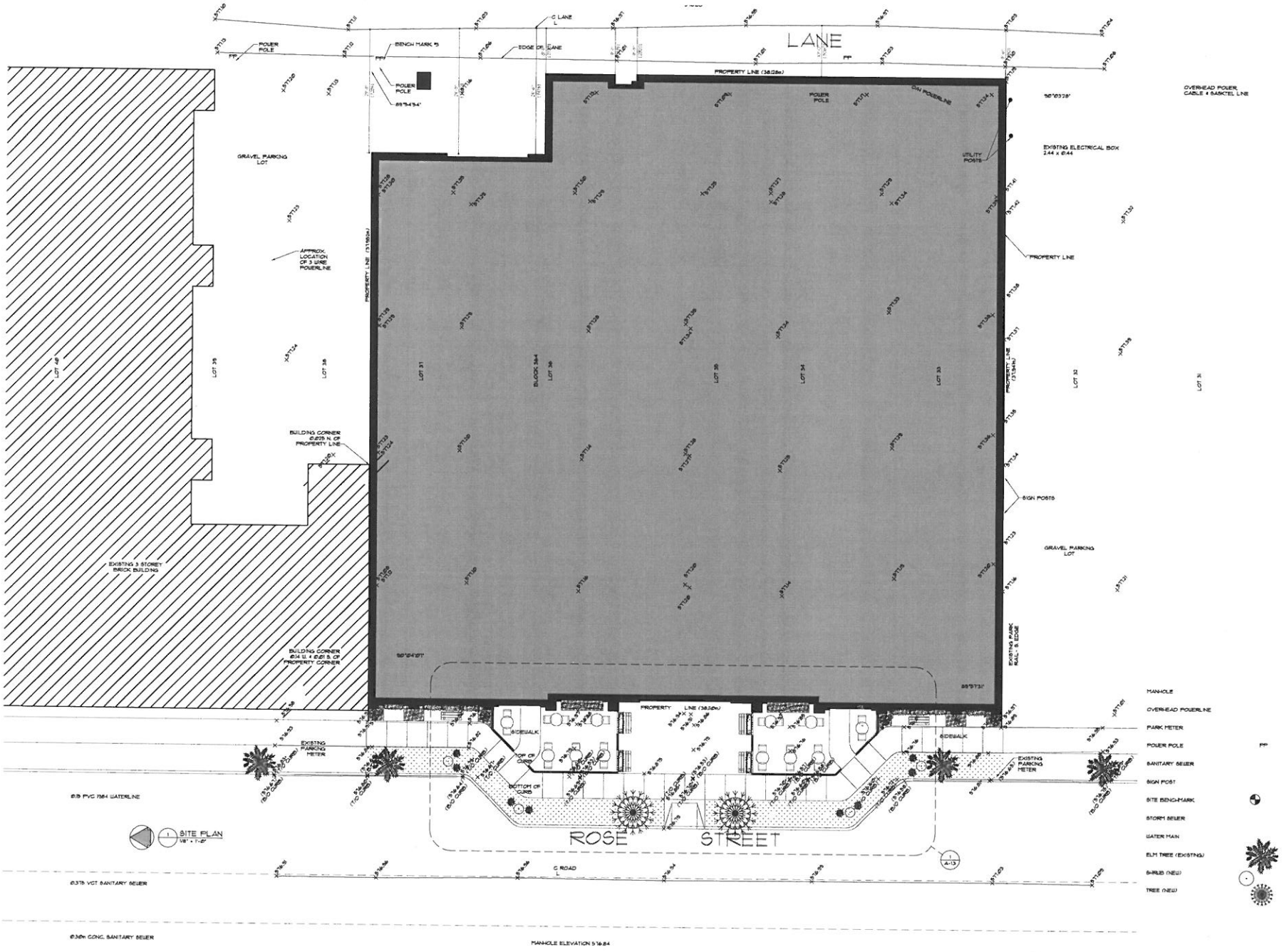
Fred Searle, Manager
Current Planning

cc. Deputy City Manager, Community Planning and Development
Director of Planning

FS/fs
I:\Wordpro\DEV REV\CL\2012\12-CL-6\RPCCC Memo-Landscaping.doc

Planning and Sustainability Department
Community Planning and Development Division

Queen Elizabeth II Court | 2476 Victoria Avenue
PO Box 1790 | REGINA SK S4P 3C8
P: 777-7551 | F: 777-6823
Regina.ca



Alton Tangedal Architect Ltd.
Alton Tangedal B. Arch. SAA MRAIC

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

No.	DATE	REVISION

CAD FILE:

PROJECT

THE GARDENS ON ROSE
CONDOMINIUM DEVELOPMENT
2055 ROSE STREET

REGINA, SASKATCHEWAN

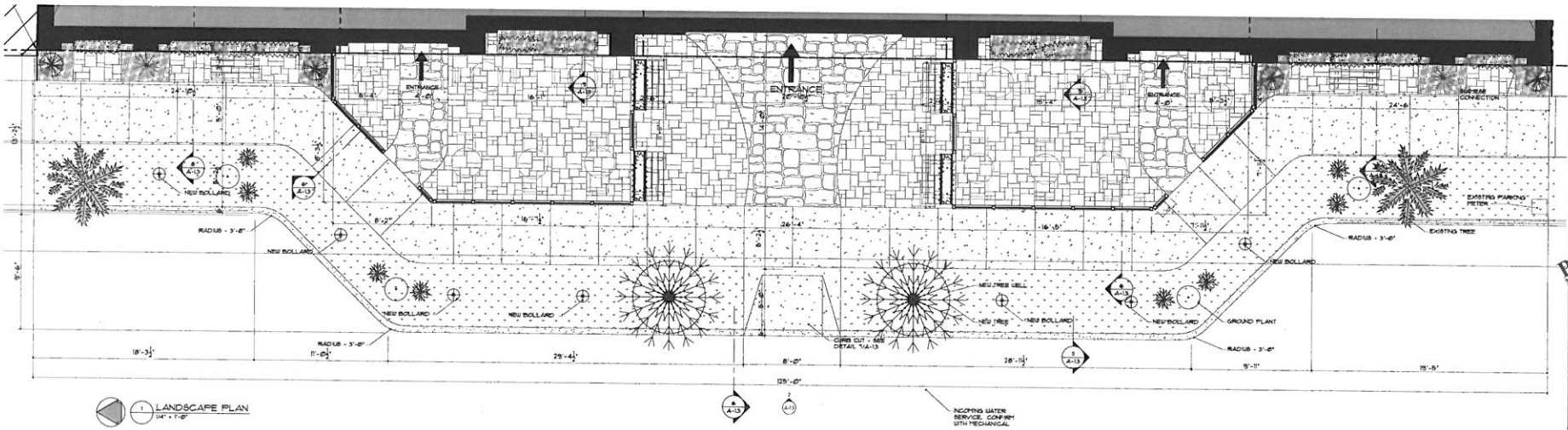
DRAWING

SITE PLAN

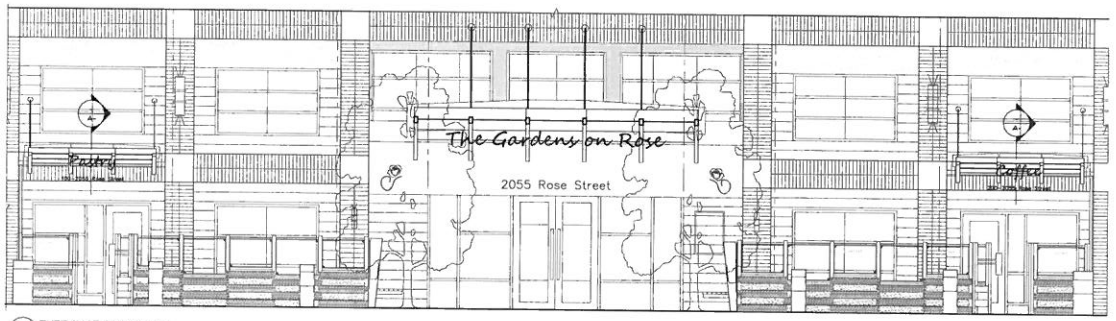
DESIGN	•	A.G.T./J.M.
DRAWN	•	M.J./S.R.C.A.M.
DATE	•	15 APRIL 2011
PROJECT	•	09035

SHEET NO. • REVISION NO.

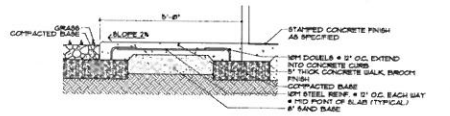
A-1.2



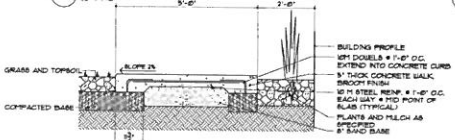
1 LANDSCAPE PLAN
1/4" = 1'-0"



2 ENTRANCE ELEVATION
1/4" = 1'-0"



6 SIDEWALK DETAIL
1/2" = 1'-0"



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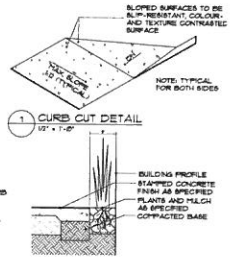
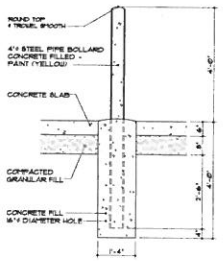
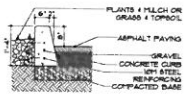


7 CURB CUT DETAIL
1/2" = 1'-0"

9 PLANTER DETAIL
1/2" = 1'-0"



10 BOLLARD DETAIL
1/2" = 1'-0"



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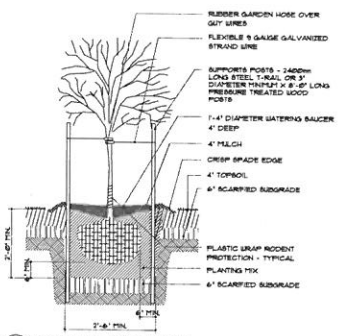
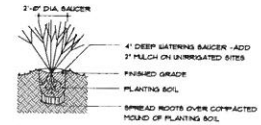
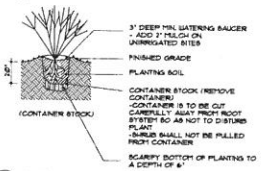
1/2" = 1'-0"



3 TYPICAL PLANTING DETAIL
1/8" = 1'-0"



4 TYPICAL PLANTING DETAIL
1/8" = 1'-0"



10 TYPICAL PLANTING DETAIL
1/8" = 1'-0"

SURFACE TREATMENT LEGEND:

- CONCRETE
- GRASS
- LANDSCAPE ROCKS OR CHIPS
- STAMPED CONCRETE PATTERN 1
- STAMPED CONCRETE PATTERN 2

LANDSCAPE LEGEND:

- PARKING METER
- BOLLARD LIGHTING - SEE ELECTRICAL
- INCOMING WATER SERVICE - CONFIRM WITH MECHANICAL
- SIAMESE CONNECTION - SEE MECHANICAL

PLANTING LEGEND:

- STRAWBERRIES AND CREAM RIBBON GRASS 3'-0" o.c. - 3 FEET HEIGHT) / VARIEGATED REED GRASS (2'-6" o.c. - 2'-6"o.c. 4 FEET HEIGHT) - ALTERNATING CONFIRM ON SITE
- LITTLE GIANT CEDAR (2'-6" o.c. - 3'-6" HEIGHT)
- DWARF BALSAM FIR (4'-6" o.c. - 2'-6" HEIGHT)
- BUFFALO JUNIPER (4'-6" o.c. - 1'-6" HEIGHT)
- GOLD STAR POTENTILLA (2'-6" o.c. - 2'-6" HEIGHT)
- BADBURD HAWTHORN (12'-6" o.c. - 20'-6" HEIGHT)
- EXISTING ELM TREE

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

LEGEND

- DETAIL NUMBER / SHEET NUMBER
- AREA (ROOM NAME / ROOM NUMBER)
- INTERIOR ELEVATION
- GRID REFERENCE
- WALL TYPE
- DOOR NUMBER
- WINDOW TYPE
- KEY NOTES
- DEMOLITION NOTE
- NEW ELEVATION
- EXISTING ELEVATION
- NEW DOOR
- EXISTING DOOR

No.	DATE	REVISION

CAD FILE:

PROJECT

THE GARDENS ON ROSE
CONDOMINIUM DEVELOPMENT
2055 ROSE STREET

REGINA, SASKATCHEWAN

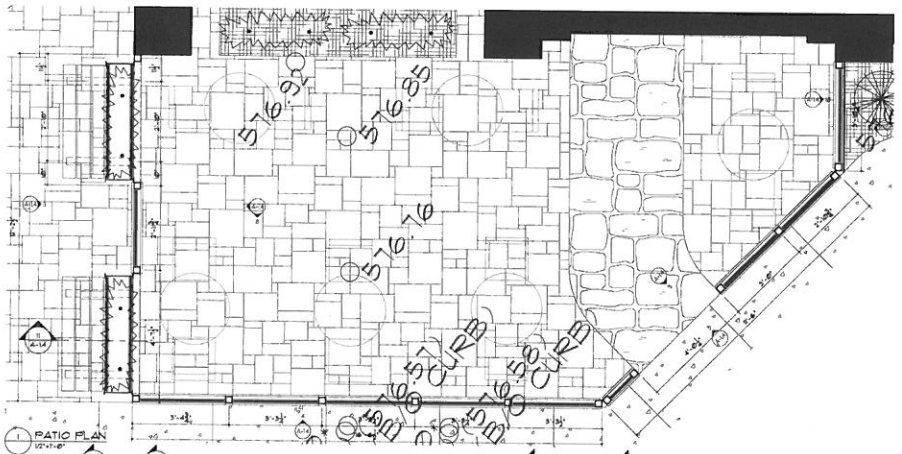
DRAWING

LANDSCAPING PLAN
ENTRANCE ELEVATIONS
DETAILS

DESIGN	•	A.G.T.J.M.
DRAWN	•	M.J./A.F.
DATE	•	15 APRIL 201
PROJECT	•	090035
SHEET NO.	•	REVISION NO.

A-13

Alton Tangedal Architect Ltd.
Alton Tangedal B. Arch. RAIA MRAIC



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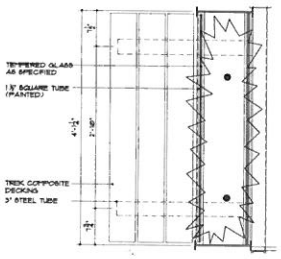

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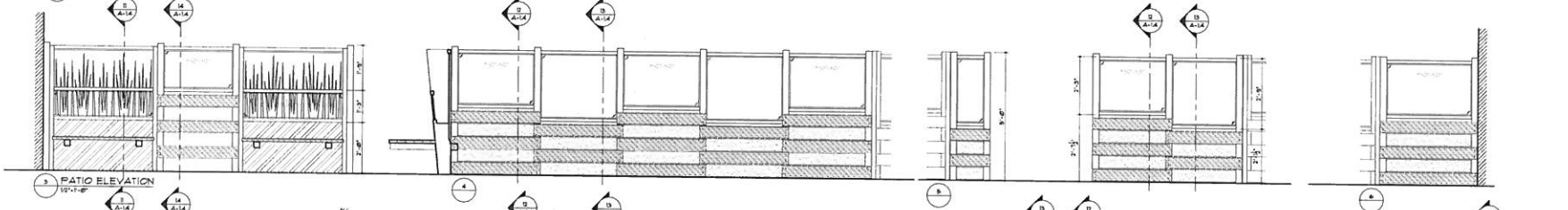

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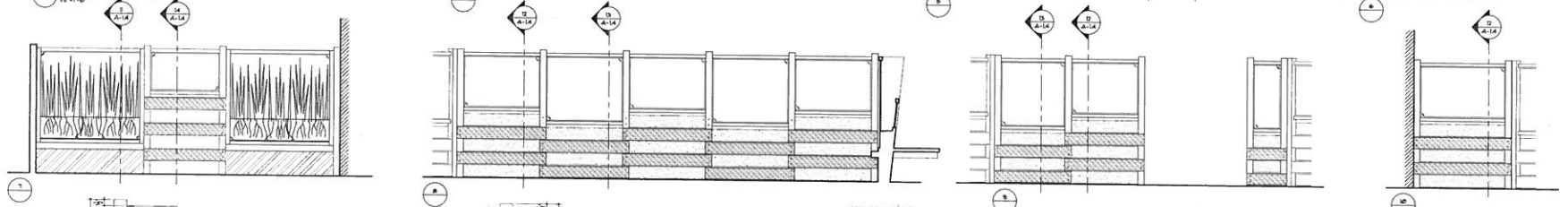
1/2"=1'-0"



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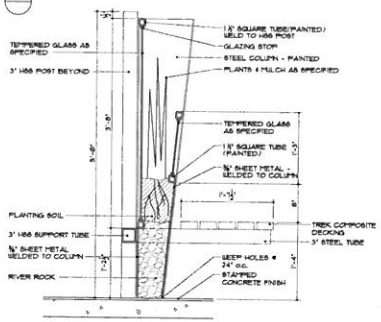

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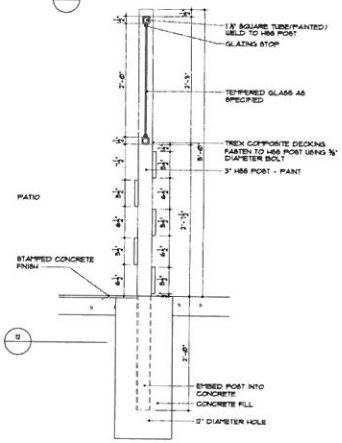

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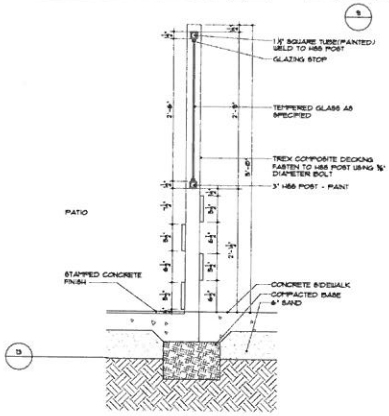

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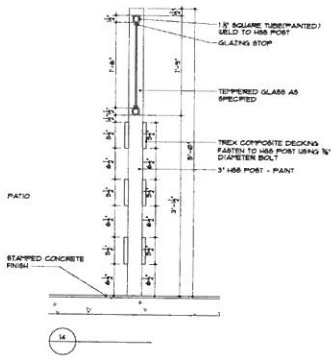


14

Alton Tangedal Architect Ltd.
Alton Tangedal B. Arch. SAA MRAIC

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

LEGEND

- DETAIL NUMBER / SHEET NUMBER
- AREA (###) ROOM NAME / ROOM NUMBER
- INTERIOR ELEVATION
- GRID REFERENCE
- WALL TYPE
- DOOR NUMBER
- WINDOW TYPE
- KEY NOTES
- DEMOLITION NOTE
- NEW ELEVATION
- EXISTING ELEVATION
- NEW DOOR
- EXISTING DOOR

No.	DATE	REVISION

CAD FILE:

PROJECT

THE GARDENS ON ROSE
CONDOMINIUM DEVELOPMENT
2055 ROSE STREET

REGINA, SASKATCHEWAN

DRAWING

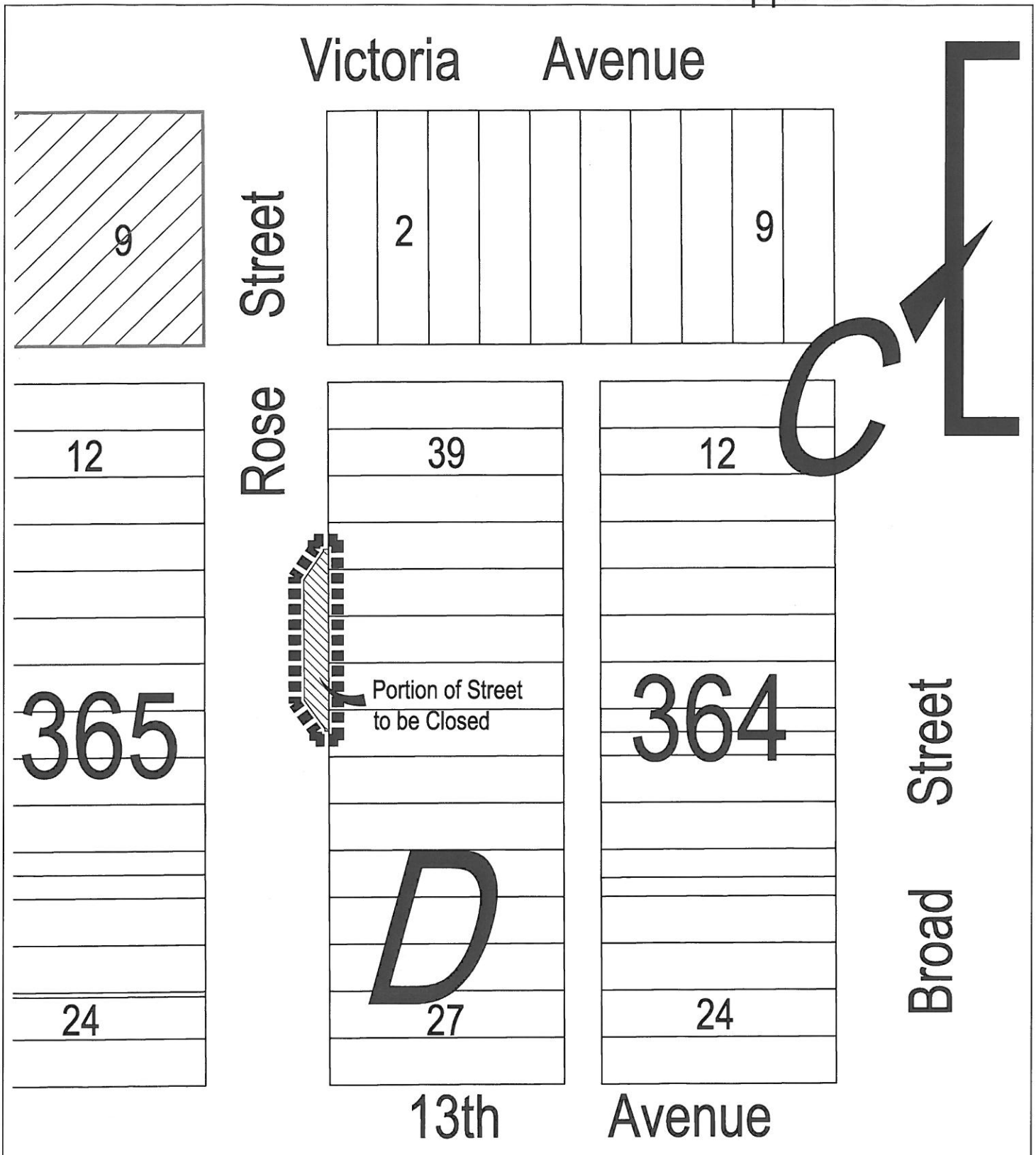
PATIO PLAN
ELEVATIONS, DETAILS

DESIGN	•	A.C.T.J.M.
DRAWN	•	M.J., H.M.
DATE	•	15 APRIL 201
PROJECT	•	09035

SHEET NO. • REVISION NO.

A-1.4

Appendix A-1



REGINA | City of Regina

Planning & Sustainability Department

Project 12-CL-6 Civic Address/Subdivision Portion of Rose Street to be Closed Block 364, Lots 33-37

File No. O:\UP\DWGS\DEVELOP\CL\2012\12-CL-6.dwg

Appendix A-2

Subject Property

Date of Photography : 2009

REGINA | City of Regina

Planning and Sustainability Department
Planning & Development Division

Project 12-CL-6

Civic Address/Subdivision Portion of Rose Street to be Closed
Block 364, Lots 33-37

File No. O:\UP\DWGS\DEVELOP\CL\2012\12-CL-6.dwg

PROPOSED SUBDIVISION
of
Rose Street
Reg'd Plan No. OLD33
S.W. 1/4 Sec. 19 Twp. 17 Rge. 19 W.2 Mer.
Regina, Saskatchewan
Prakhar Shrivastava, S.L.S.
2012
Scale 1:250

Project No.: 153873-R	File: 153873PR-R4
Initials: JSY - PS	
Preliminary Survey: N/A	

Altus Geomatics
Limited Partnership
Toll Free: 1-800-465-6233
www.altusgeomatics.com

CITY OF REGINA APPROVAL

The subdivision proposed herein outlined in bold dashed line is approved under the provisions of Bylaw No. 7748 of The City of Regina.
Dated this ___ day of _____A.D. 20 __.

_____
CITY CLERK

Measurements are in metres and decimals thereof.
Area to be registered is outlined in bold dashed line and contains 0.17 ha (0.38 acs).

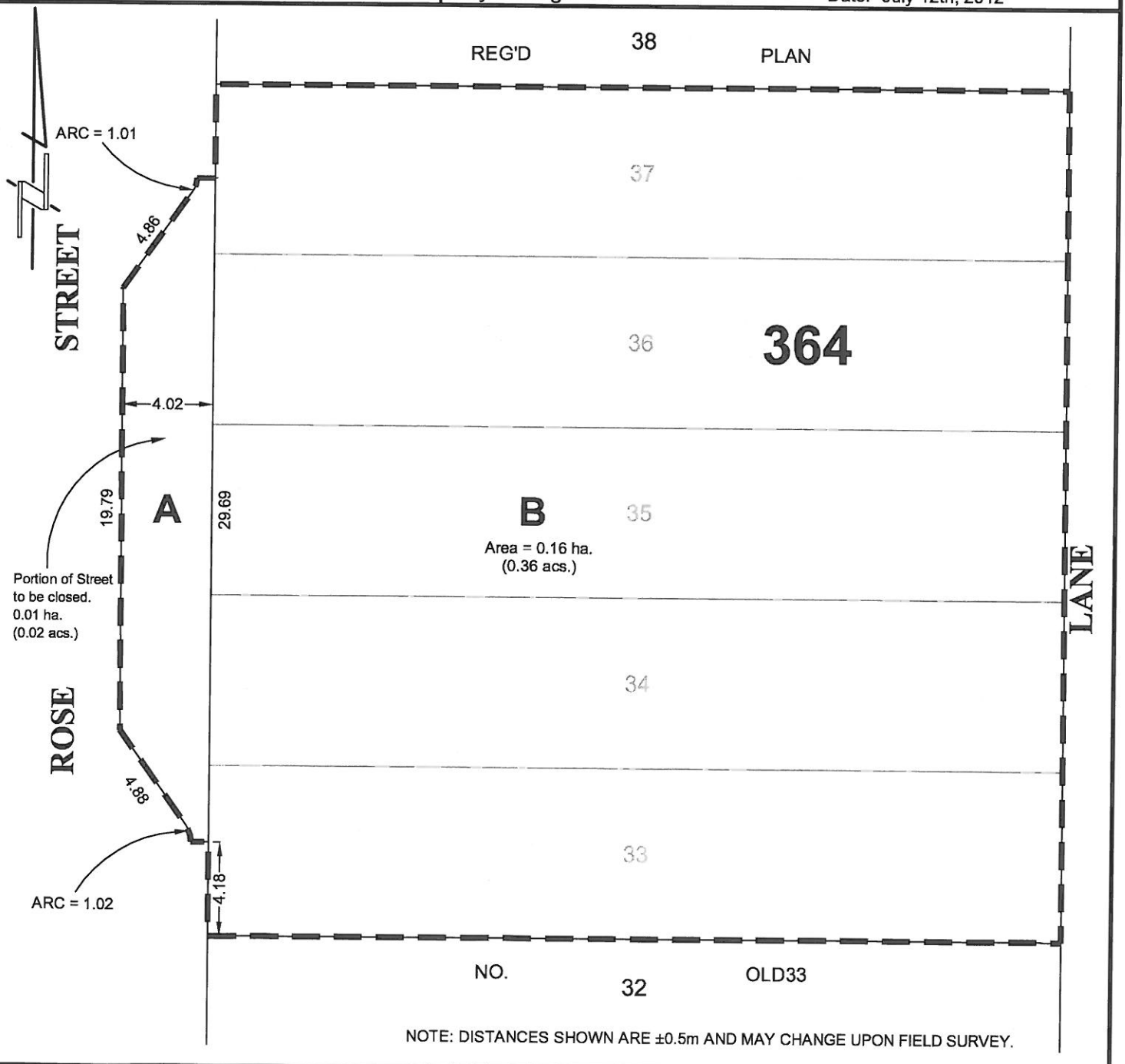
OWNER(S):

101196474 Saskatchewan Ltd.

City of Regina

SASKATCHEWAN LAND SURVEYORS P. SHRIVASTAVA 310 SLS

Saskatchewan Land Surveyor
Date: July 12th, 2012



NOTE: DISTANCES SHOWN ARE ±0.5m AND MAY CHANGE UPON FIELD SURVEY.

REGINA
Infinite Horizons | City of Regina

Memo

October 2, 2012

To: His Worship the Mayor and Members of City Council
Members of the Regina Planning Commission

Re: Application for Rezoning and Discretionary Use (12-Z-20/12-DU-24)
Proposed Fourplex Building - 4000 3rd Ave

At its meeting of September 13, 2012 the Regina Planning Commission (RPC) considered the above application and requested that additional information be provided to members of the RPC and City Council regarding the applicant's intentions for the exterior treatment of the building prior to this application being considered at the October 9, 2012 City Council meeting.

Following the RPC meeting the Administration met with the applicant to clarify their intentions with respect to the exterior treatment of the building. The applicant has indicated the existing façade would be replaced with vinyl siding with the exception of existing brick accents and treatment which would remain in place.

If you have any questions regarding this matter, please contact me at **777-7541**or email **fsearle@regina.ca.**

Sincerely,

Fred Searle, Manager
Current Planning

cc. Deputy City Manager, Community Planning and Development
Director of Planning

ACR/FS
I:\Wordpro\DEV REV\Z\2012\12-Z-20\RPCCC Memo-Exterior.doc

Planning and Sustainability Department
Community Planning and Development Division

Queen Elizabeth II Court | 2476 Victoria Avenue
PO Box 1790 | REGINA SK S4P 3C8
P: 777-7551 | F: 777-6823
Regina.ca

CR12-153

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Rezoning and Discretionary use Application (12-Z-20/12-DU-24) Proposed Fourplex 4000 3rd Avenue, Windsor Place Subdivision

---

RECOMMENDATION OF THE REGINA PLANNING COMMISSION - SEPTEMBER 13, 2012

1. That the application to rezone 4000 3rd Avenue, being Lot 8 in Block 5, Plan No. FD 100, as shown on the attached Subject Property Map, from R3 – Residential Older Neighbourhood to R4A – Residential Infill Housing, be APPROVED;

2. That subject to approval of the proposed rezoning, the discretionary use application for a proposed fourplex located at 4000 3rd Avenue, be APPROVED, subject to the following conditions:

   a. The development be consistent with the attached site plan and floor plans in Appendix 3;
   b. The applicant shall submit a detailed landscape plan for review;
   c. The applicant shall provide screening of the parking stalls along 3rd Avenue as shown on the attached site plan; and
   d. The development shall comply with all applicable standards and regulations in *Regina Zoning Bylaw No. 9250*.

3. That the City Solicitor be directed to prepare the necessary amendment to *Regina Zoning Bylaw 9250*.

REGINA PLANNING COMMISSION – SEPTEMBER 13, 2012

Bill Harrold addressed the Commission.

The Commission adopted a resolution to concur in the recommendation contained in the report, after amending recommendation 2a. to read as follows:

"2a. The development be consistent with the attached site plan and floor plans in Appendix 3;"

and after adding the following recommendation #5:

5. That Administration work with the Legal Department to explore options for architectural controls and provide a report to the Regina Planning Commission in the first quarter of 2013.

Recommendation #5 does not require City Council approval.

Councillors: Michael Fougere and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Dallard LeGault, Mark McKee, Ron Okumura, Phil Selenski and Sherry Wolf were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on September 13, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the application to rezone 4000 3rd Avenue, being Lot 8 in Block 5, Plan No. FD 100, as shown on the attached Subject Property Map, from R3 – Residential Older Neighbourhood to R4A – Residential Infill Housing, be APPROVED;

2. That subject to approval of the proposed rezoning, the discretionary use application for a proposed fourplex located at 4000 3rd Avenue, be APPROVED, subject to the following conditions:

    a. The development be consistent with the attached site plan and floor plans in Appendix 3;
    b. The applicant shall submit a detailed landscape plan for review;
    c. The applicant shall provide screening of the parking stalls along 3rd Avenue as shown on the attached site plan; and
    d. The development shall comply with all applicable standards and regulations in *Regina Zoning Bylaw No. 9250*.

3. That the City Solicitor be directed to prepare the necessary amendment to *Regina Zoning Bylaw 9250*; and

4. That this report be forwarded to the October 9, 2012 City Council meeting to allow for sufficient time for the required public advertising of the proposed bylaw.

CONCLUSION

The applicant proposes to develop a fourplex in a former church building on the subject property. The rezoning of the site will allow for adaptive reuse of the former church building for residential use. The fourplex building is comprised of three-bedroom rental units, which will add to the housing choices available in the North Central neighbourhood to suit residents with different lifestyles and income levels.

In response to the circulation of this proposal, some concerns were identified relating to insufficient parking and the intensity of the development. These and other concerns are addressed within the body of the report.

BACKGROUND

Applications for Zoning Bylaw amendment and discretionary use have been submitted for a fourplex. The subject property is located within the Windsor Place subdivision and the boundaries of the North Central Community Association.

The application is being considered pursuant to *Regina Zoning Bylaw No. 9520*, *Regina Development Plan Bylaw No. 7877* (Official Community Plan), and *The Planning and Development Act, 2007*.

DISCUSSION

The Applicant's Proposal

The applicant proposes to develop a fourplex within an existing two storey building that was formerly a church. The previous church has living quarters for clergy on the second floor. The building has not been used as a church for over two years and has been vacant since that time. Each unit will accommodate three bedrooms. To meet the minimum required parking standards, the applicant proposes to provide four parking stalls including one stall for persons with disabilities.

The subject property is zoned R3 – Residential Older Neighbourhood, in which a fourplex is not a permitted use. In order to develop the fourplex building, the applicant proposes to rezone the subject property to R4A – Residential Infill Housing, in which a fourplex is a discretionary use. The rezoning will allow for adaptive reuse of the building for residential use. Surrounding land uses are low-density dwellings zoned R3 within the Windsor Park subdivision.

The applicant does not intend to make a physical addition to the building or change its original form. The proposal represents a suitable adaptive reuse of the building and will be compatible with surrounding residential land use.

Regina Development Plan (Official Community Plan)

The proposal responds to the following policies contained in the Housing Objectives section in Part A – Policy Plan of the *Regina Development Plan Bylaw No. 7877* (Official Community Plan):

> **That the City should achieve a mix of housing types and densities to suit different lifestyles, income levels and special needs in existing and future neighbourhoods**
>
> The fourplex building is comprised of three-bedroom rental units, which will add to the housing choices available in the North Central neighbourhood to suit residents with different lifestyles and income levels.
>
> **To stabilize older neighbourhoods through community development strategies, the efficient use and maintenance of existing housing stock and sustainable redevelopment.**
>
> One dwelling unit currently exist in the former church. The building will be maintained and adapted to be used solely as residential use, bringing three additional units to the housing stock in the neighbourhood.

RECOMMENDATION IMPLICATIONS

Financial Implications

The subject property is located within an established neighbourhood that already receives a full complement of municipal services. The applicant will be responsible for the cost of any

additional or changes to existing infrastructure that may be required to directly or indirectly support the development, in accordance with City standards and applicable legal requirements. The costs of water, sewer and storm drainage services are fully recovered through the utility charges.

Environmental Implications

The proposed development is required to conform to OCP policies concerning sustainability, the fundamental principles of which are:

- to promote a sustainable community and encourage development that contributes to maintenance or improvements to the quality of urban life; and
- to ensure that development occurs in a cost efficient, environmentally responsible and socially equitable manner.

The proposed development also contributes to neighbourhood sustainability by reusing the building as residential units and by improving the building and site.

Strategic Implications

None with respect to this report.

Accessibility Implications

The applicant provides one parking stalls for disabled persons, which meets the minimum parking requirement.

COMMUNICATIONS

Public Notice

The Administration notified the public through the following measures:

- Posting of notification signage on the subject property on July 13, 2012;
- Direct notice of the proposal, mailed to 83 property owners and residents in the vicinity; and
- Circulation of the proposal to the North Central Community Association and the Central Zone Board for review and comments.

No comments were received from the zone board prior to the finalization of this report. The North Central Community Association indicated that it did not have any concerns with the proposal.

Public Comments

In response to the public notification regarding the proposed development, ten comments sheets were received. One was in support of the proposal, eight were opposed to the proposal and one would accept the proposal if features were different.

Concerns that were raised include: insufficient parking in the area, new housing type in the area, maintenance issues, more rental units in the neighbourhood, parking stall dimensions and laneway access. A summary of the concerns and responses from the Administration and the applicant are detailed in Appendix A.

Other Agencies

The proposal was circulated to the Public and Separate School Boards for review and comment. Both school boards indicated that they have no concerns with the proposal.

Public Notice of Proposed Zoning Bylaw Amendments

Subject to concurrence with the recommendations contained in this report, public notice of the proposed Zoning Bylaw amendments will be published in the Leader-Post on September 22 and 29, 2012, in accordance with Section 207 of the *Planning and Development Act, 2007*.

The applicant and other identified interested parties will receive written notification of City Council's decision.

DELEGATED AUTHORITY

City Council's approval of Zoning Bylaw amendments is required pursuant to Part V and Section 56 of *The Planning and Development Act, 2007*.

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

i:\taxonomy\council and committee management\city council\2012\10 09 2012\reports\rpc12-71\rpc12-71 rpt.doc

Subject Property

Date of Photography : 2009

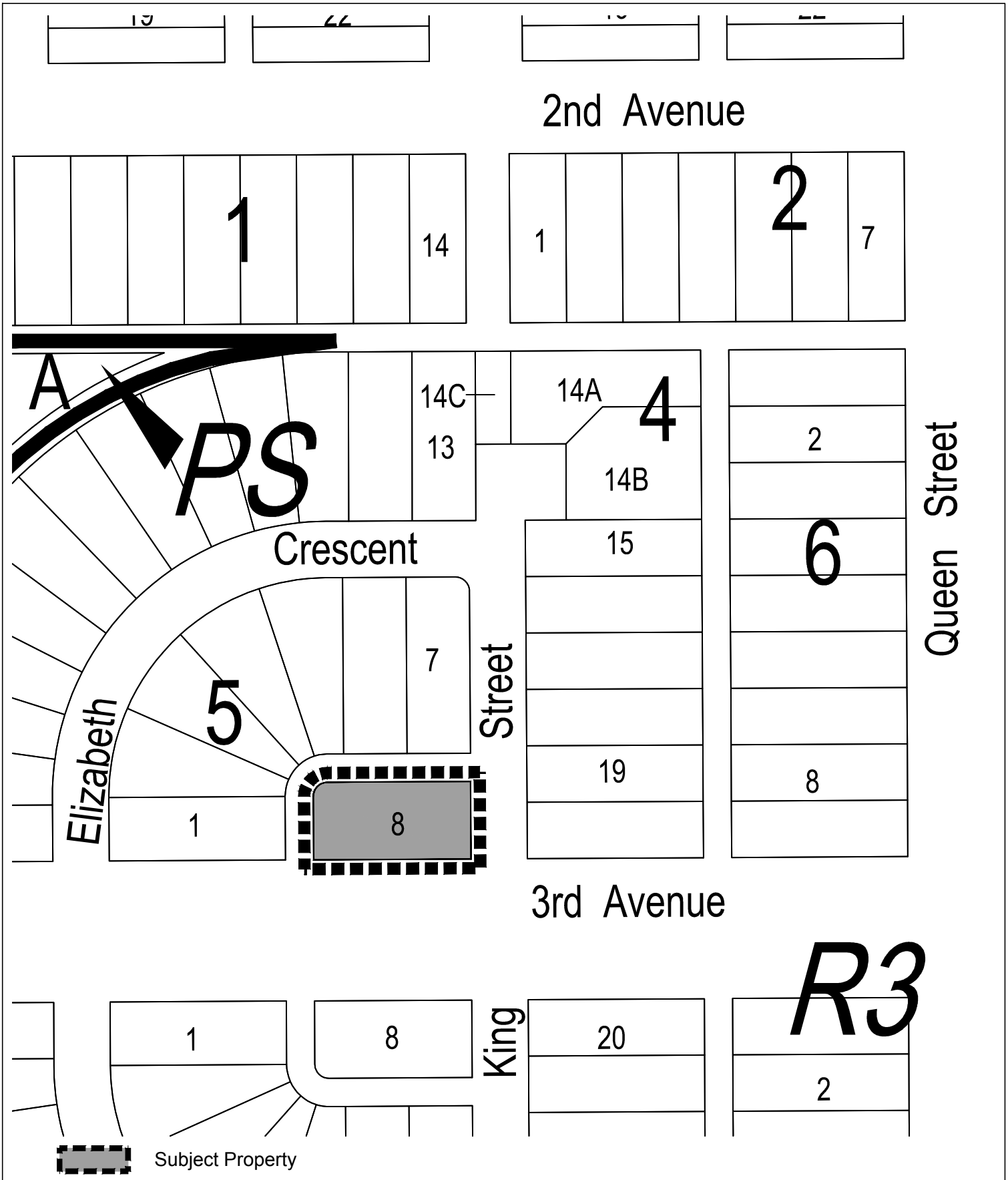
REGINA Infinite Horizons | City of Regina

Planning and Sustainability Department
Planning & Development Division

Project 12-Z-20
12-DU-24

Civic Address/Subdivision Proposed Fourplex Redevelopment of Church
4000 - 3rd Avenue

File No. O:\UP\DWGS\DEVELOP\DU\2012\12-DU-24.dwg



Planning & Sustainability Department

REGINA Infinite Horizons | City of Regina

Project 12-Z-20 12-DU-24

Civic Address/Subdivision Proposed Fourplex Redevelopment of Church 4000 - 3rd Avenue

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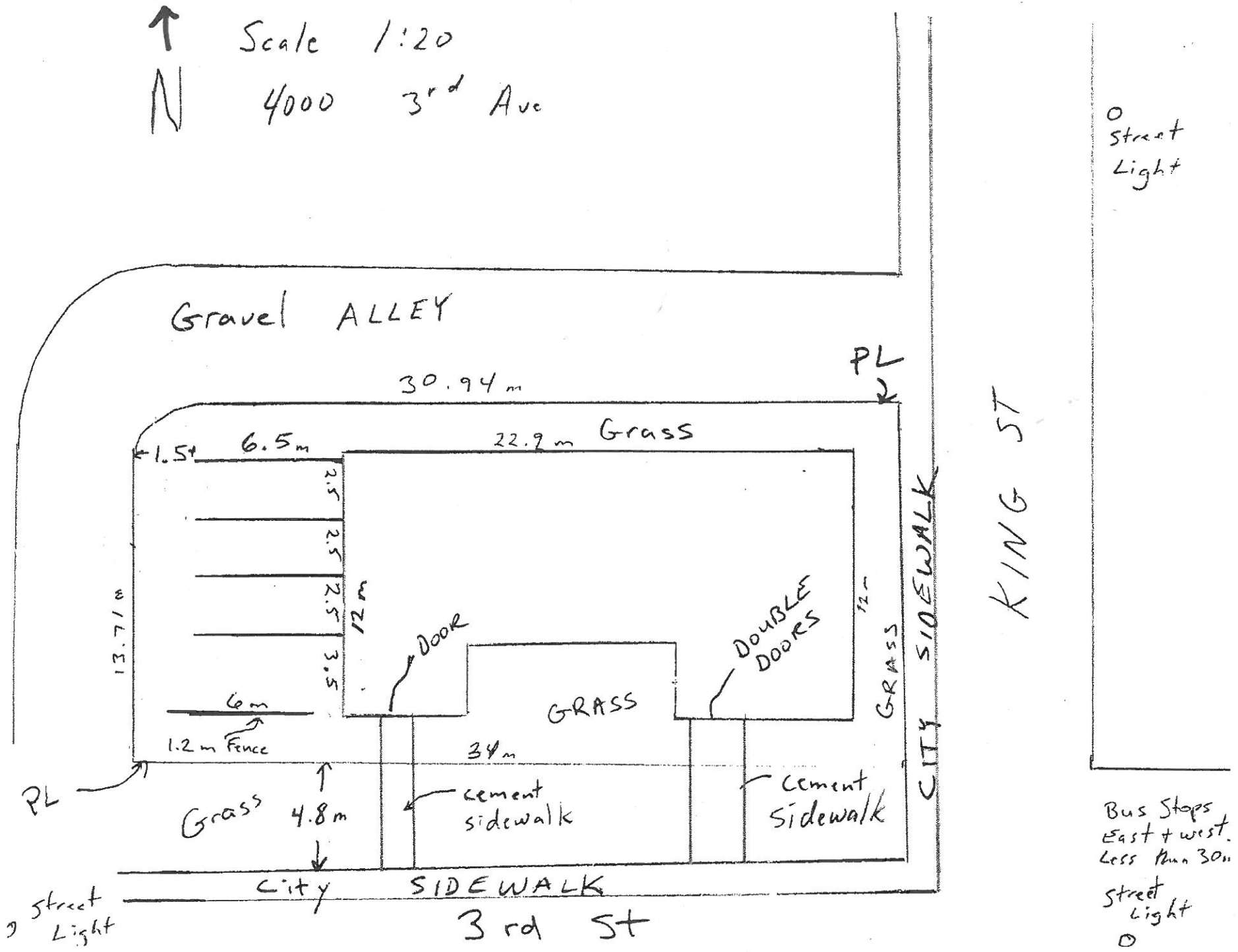
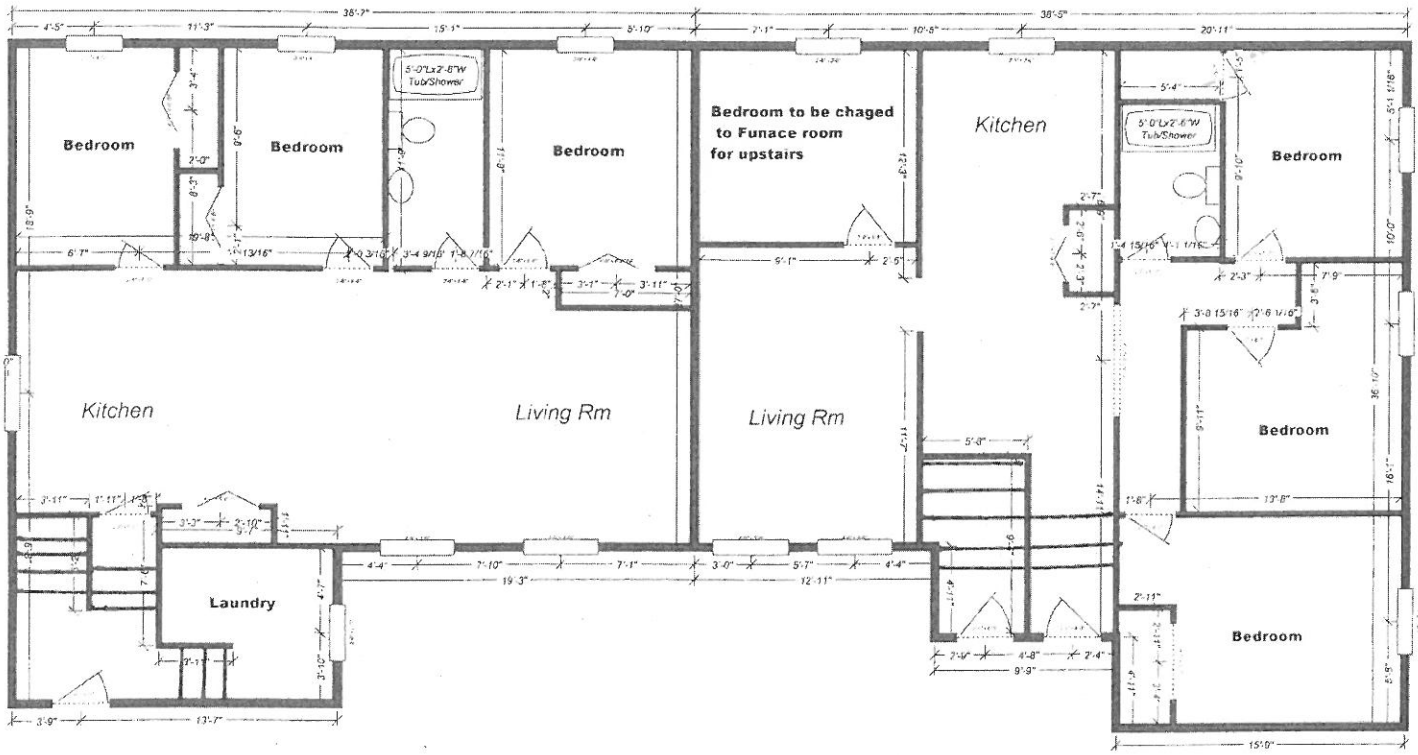

Scale 1:20
N
4000 3rd Ave
Gravel ALLEY
30.94m
PL
1.5
6.5m
22.9m Grass
2.5
2.5
2.5
3.5
13.71m
12m
DOOR
DOUBLE DOORS
12m
GRASS
GRASS
6m
1.2m Fence
34m
PL
Grass
4.8m
cement sidewalk
cement Sidewalk
CITY SIDEWALK
KING ST
City SIDEWALK
3rd St
Street Light
Street Light
Bus Stops East + west. Less than 30m
Street Light

BP 11-1166

N

Upstairs West Side
as per permt #1021638

Existing 4 bedrooms Suite



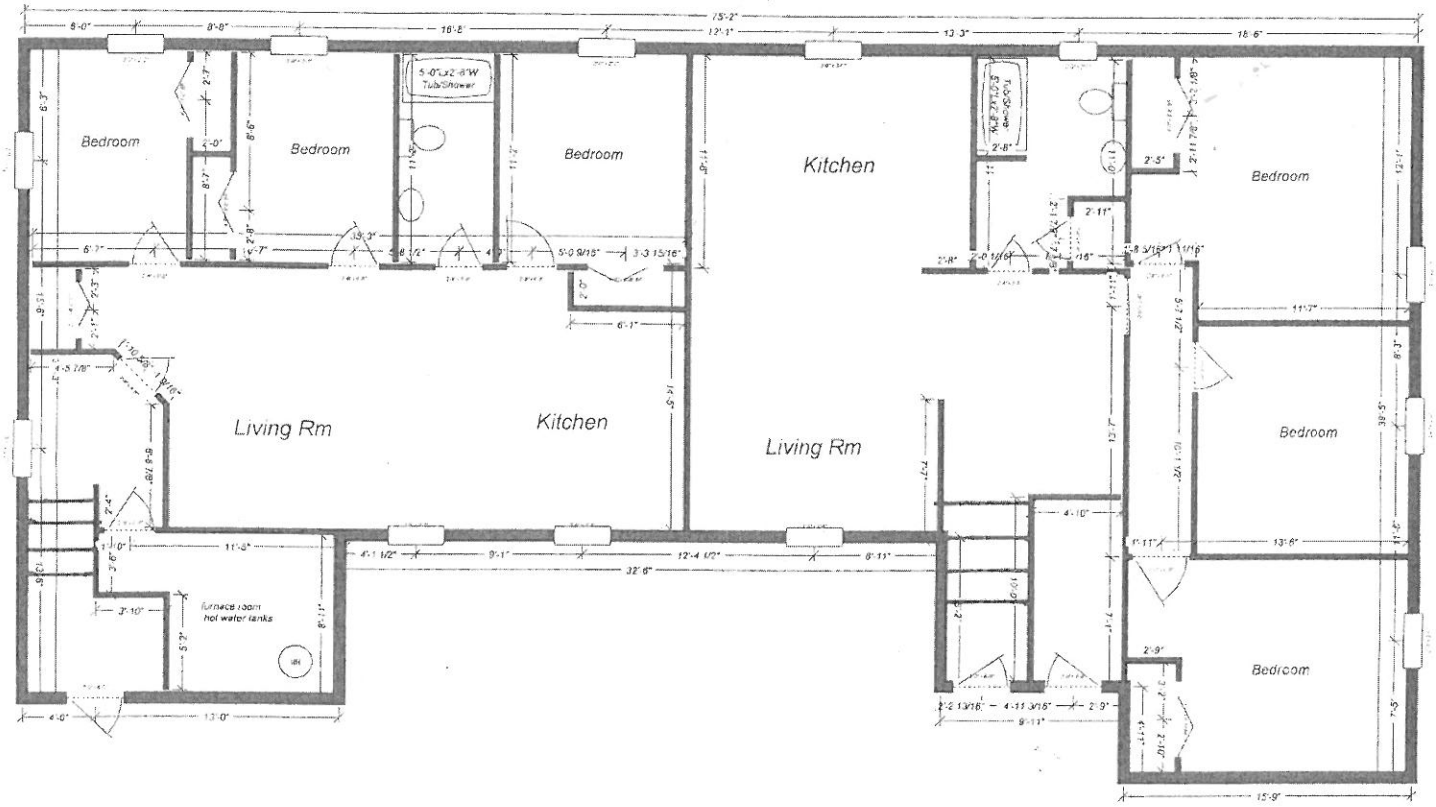
4000 3rd Ave

1

N

Downstairs West Side

Downstairs East Side
Proposed 3 bedroom Suite



4000 3rd Ave

3

APPENDIX A

Concerns from Public Notification – Proposed Fourplex

1) Parking is a problem in this area already. The site does not have enough parking for four families. It will cause congestion in the area.
Administration's Response: The parking provided meets the minimum requirement under the Zoning Bylaw. Although there are four dwelling units, not all tenants may need a stall. In addition, transit service is provided along 3rd Avenue, which may also encourage tenants and visitors to increase public transit use to and from the fourplex. *Applicant's Response:* Parking is not a problem as there is ample space for four large parking stalls on the west side of the building. There is also enough parking on the street (3rd Ave) in front of the property for four vehicles.

2) This neighbourhood always had single family dwellings and I would like to see it remain that way.
Administration's Response: Although the area is zoned R3 and has mostly detached dwellings, duplex and semi-detached are also permitted uses in the zone. This site previously functioned as a church and represents a great opportunity for adaptive reuse of a building that has been vacant for two years. *Applicant's Response:* The building, which was previously a church and has been significantly upgraded since purchased in 2010. This has improved the immediate area greatly and made the building more attractive. Regina currently has a shortage of rental housing and this proposal will be providing four rental units.

3) The outside is not being maintained and there are many weeds. Who will be responsible for maintaining the yard?
Applicant's Response: The building facade is being maintained and the grass is being cut every two weeks (the applicant lives out of town so does not get to Regina everyday). The applicant has recently stopped working on the building pending zoning approval for the fourplex (applicant had a building permit for a second suite in the building, which is permitted in the R3 zone). Maintenance will be taken care of by the property owner and will be hired out once the property is fully rented.

4) We don't need any rental housing or low-income housing complexes in this neighbourhood. Most homes have been developed and upgraded and are well taken care of, with the exception of rental properties. The area will also become too transient.
Administration's Response: The City's Housing Policies support diversity in housing choice including both rental and owner-occupied dwelling units. Rental units are currently in high demand in neighbourhoods across the city and rental developments are encouraged. Further, windows on all sides of the building will provide good natural surveillance of both open spaces on site and onto surrounding streets, which may help decrease unwanted activities in the area. *Applicant's Response:* This property is not being developed for low income or subsidized housing as this is a private project and not government funded. The applicant has been in the real estate business for over 15 years and currently has commercial and residential real estate which are always maintained to current living standards. Undesirable behaviour of tenants or their guests will not be tolerated. As the property owner, the applicant will be taking the

initiative to implement a 'Crime Free Housing Policy' for all our tenants based after the Crime Free Multi-Housing Program. This includes active management principles such as proper tenant screening, property safety assessment using CPTED principles and Safety Social gathering for tenants to increase crime prevention awareness.

5) The length of the parking stalls would be 3 ft longer than normal stalls. Also the first stall at the north end of the building would be almost in the middle of the lane, which may obstruct a garbage truck.

Administration's Response: The parking stall dimensions meet the parking stall standards under the Zoning Bylaw and the stalls fit within the subject property. The stall appears to be in the middle of the lane because over time, the laneway has shifted towards the subject property. The applicant will use landscaping and paving to demarcate the property from the lane. The City of Regina also plans to reinstate the laneway to rectify the situation.

Applicant's Response: There is plenty of room for parking. As the alley is now being used by local residents, it is encroaching on the subject property and people are driving over the site on the west side & northwest corner. The applicant is willing to install post markers or fencing barriers to clearly mark out the property lines. The applicant would also be able to move the parking stalls slightly southward to accommodate the garbage truck turning on the corner alleyway to minimize the impact of the encroachment.

6) How would our lane accommodate 4 extra garbage carts when there are 7 carts now? (where will garbage be accommodated?)

Applicant's Response: The large dumpster bins (2) that were encroaching into the alley caused residents to use the subject property as part of the alley. This has destroyed some grassed and gravelled areas. The garbage bins will be placed on the applicant's side of the alley so they will not interfere with other garbage containers.

7) To change the zone from R3 to R4A will allow other multi-family dwellings in the area, which we do not want (rental properties).

Administration's Response: The rezoning is specific to the subject property and will not affect the existing zoning in the area.

BYLAW NO. 2012-80

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 34)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 *Regina Zoning Bylaw No. 9250* is amended in the manner set forth in this Bylaw.

2 Chapter 19 - Zoning Maps (Map No. 2490) is amended by rezoning the lands in Regina, Saskatchewan, as outlined on the map attached as Appendix "A", legally described as:

Land Description: **Surface Parcel #109714721**
Lot 8, Block 5, Plan No. FD100, Extension 0

Civic Address: **4000 3rd Avenue**

Current Zoning: **R3 – Residential Older Neighbourhood**

Proposed Zoning: **R4A – Residential Infill Housing**

3 This Bylaw comes into force upon the date of passage.

READ A FIRST TIME THIS 20th DAY OF AUGUST 2012

READ A SECOND TIME THIS 20th DAY OF AUGUST 2012

READ A THIRD TIME AND PASSED THIS 20th DAY OF AUGUST 2012

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

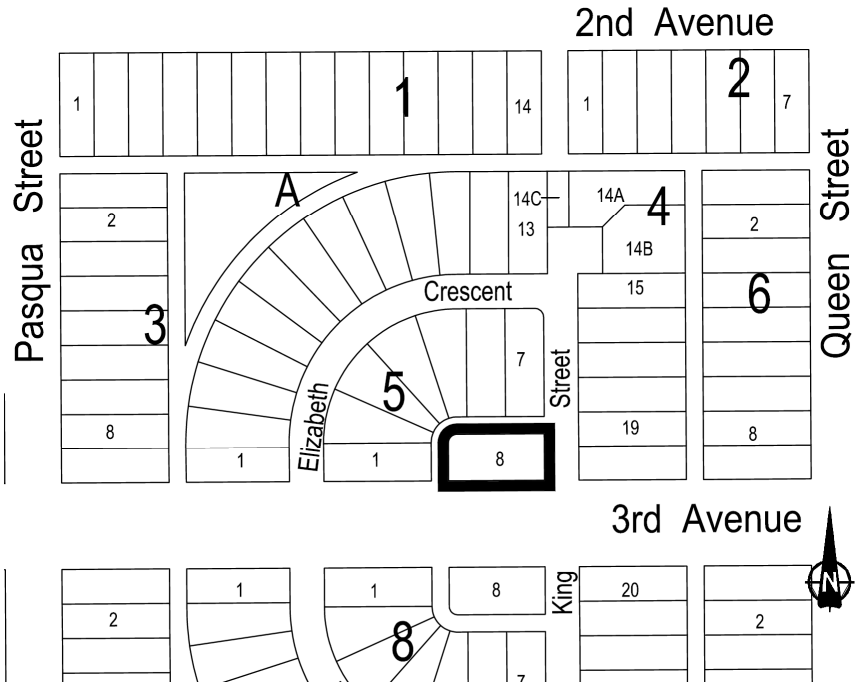
City Clerk

Approved as to form this ____ day of ____, 2012.

City Solicitor

Appendix "A"

Project 12-Z-20:



ABSTRACT

BYLAW NO. 2012-80

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 34)

PURPOSE:	To amend *Regina Zoning Bylaw No. 9250.*
ABSTRACT:	The proposed amendment will allow for the rezoning of the subject property to accommodate the development of a fourplex within a former church building, which is a discretionary use in the R4A zone.
STATUTORY AUTHORITY:	Section 46 of *The Planning and Development Act*, *2007*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
PUBLIC NOTICE:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
REFERENCE:	Regina Planning Commission Meeting September 13, 2012 RPC12-71
AMENDS/REPEALS:	Amends *Regina Zoning Bylaw No. 9250*.
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

BYLAW NO. 2012-84

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 37)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 *Regina Zoning Bylaw No. 9250* is amended in the manner set forth in this Bylaw.

2 Chapter 9, Special Zone Regulations, Table 9.1 (Current Contract Zone Agreements), Chapter 19 - Zoning Maps (Map No. 2887) and Chapter 20 – Agreements are amended as they pertain to the properties as shown on attached Appendix "A" and legally described and being rezoned as followed:

Land Description: **Proposed Parcel X1, being a portion of Surface Parcel #107187914 Block X, Plan 79R42384, Extension 0**

Civic Address: **445 Winnipeg Street**

Current Zoning: **IB – Medium Industrial**

Proposed Zoning: **C - Contract**

3 The City Clerk is authorized to execute under seal the Contract Zone Agreement attached as Schedule "B" and forming part of this Bylaw.

4 This Bylaw comes into force on the date an interest based on the Contract Zone Agreement is registered in the Land Registry at Information Services Corporation.

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

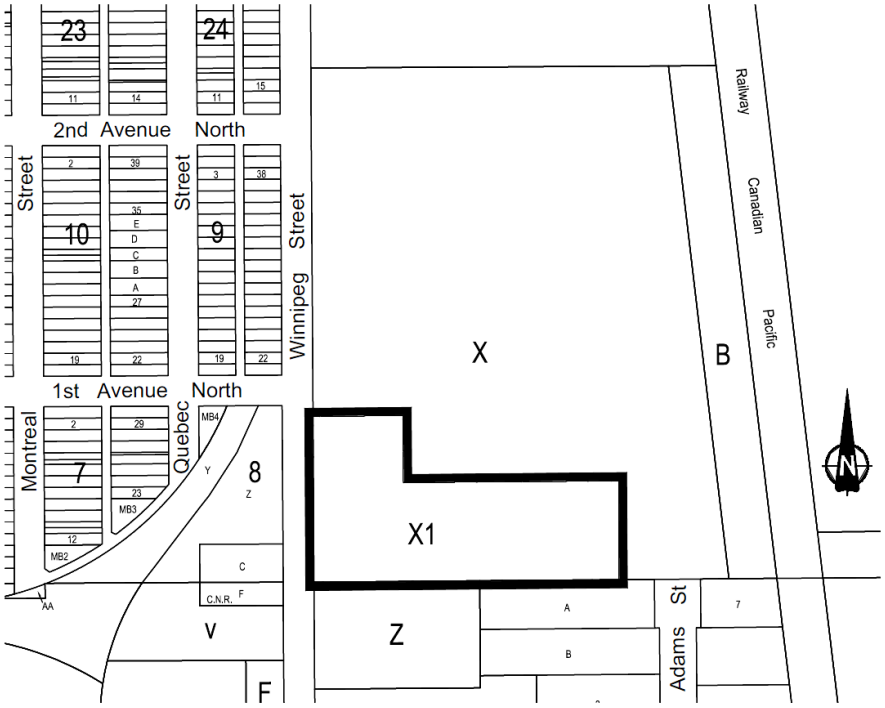
Approved as to form this ____ day of _____, 2012.

City Solicitor

Bylaw No. 2012-84

Appendix "A"

Project: 12-CZ-7



ABSTRACT

BYLAW NO. 2012-84

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 37)

PURPOSE:	To amend *Regina Zoning Bylaw No. 9250.*
ABSTRACT:	The proposed zoning bylaw amendment pertains to a contract zone agreement which relates to a portion of property currently owned and occupied by the Regina & District Food Bank which will be subdivided for use as a vehicle display and storage lot strictly in association with the operation of the existing automobile sales and service business located on the adjacent property at 609 Winnipeg Street. No buildings or other structural development will be permitted on the property. The Agreement will ensure that no substantial development shall occur on the property until potential subsurface contamination issues have been identified and addressed to the satisfaction of the City in consultation with the Saskatchewan Ministry of Environment.
STATUTORY AUTHORITY:	Section 69 of *The Planning and Development Act*, *2007*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
PUBLIC NOTICE:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
REFERENCE:	Regina Planning Commission Meeting September 5, 2012 RPC12-64
AMENDS/REPEALS:	Amends *Regina Zoning Bylaw No. 9250*.
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

Schedule "B"

THIS AGREEMENT made as of this 28th day of September, 2012.

BETWEEN:

THE CITY OF REGINA
in its capacity as approving authority
pursuant to *The Planning and Development Act, 2007*
(the "City")

- and -

Auto Gallery 1994 Ltd.
(the "Owner/Applicant")

CONTRACT ZONE AGREEMENT

WHEREAS:

A. The City has an approved official community plan as contemplated in section 69 of *The Planning and Development Act, 2007* that contains guidelines respecting the entering into of agreements for the purpose of accommodating requests for the rezoning of lands to permit the carrying out of a specific proposal, referred to as "contract zoning"; and

B. The Owner/Applicant is or is entitled to become the registered owner of the lands located on proposed Parcel X1, being a portion of the following property located at 445 Winnipeg Street, Regina, Saskatchewan, which is legally described as:

Surface Parcel No. 107187914
Reference Land Description: Block/Parcel X, Plan No. 79R42384 Extension 0
As described on Certificate of Title 79R49135

with the proposed Parcel X1 being shown on the plan of proposed subdivision that is attached to this Agreement as Schedule "A"
(the "Property"); and

C. The Owner/Applicant has applied to the City to have the Property rezoned from IB - Medium Industrial to C - Contract to permit the use of the Property for the carrying out of a specific proposal described as a vehicle display and storage lot (the "Proposal").

NOW THEREFORE, the Parties agree as follows:

1. **Preamble.** The preamble forms an integral part of this Agreement.

2. **Establishment of the Contract Zone.** The City hereby agrees that the zoning of the Property shall be a contract zone (C - Contract) pursuant to the provisions of *The Planning and Development Act, 2007* and *The Regina Development Plan, Bylaw No. 7877* to accommodate the Applicant's Proposal ("Contract Zone").

3. **Effective Date.** The effective date of this Agreement shall be the date of passage of the bylaw by City Council authorizing the Contract Zone (the "Effective Date"), it being understood by the Owner/Applicant that the relevant amendments to *Regina Zoning Bylaw No. 9250* (the "Zoning Bylaw") shall not take effect until an interest based on this Agreement is registered against the affected title(s) to the Property at the Saskatchewan Land Titles Registry.

4. **Permitted Development and Use.** The development and use of the Property permitted within the Contract Zone shall be as follows:

   (a) The use of the Property shall be limited to the display and storage of vehicles strictly in association with the operation of the existing automobile sales and service business located on the adjacent property at 609 Winnipeg Street, and shall be consistent with the site layout plan prepared by Focus Corporation and dated July 24, 2012 and attached as Schedule "B".

   (b) No buildings or other structural development shall be permitted on the Property, which will be surfaced only with gravel, except for defined planting areas which shall be surfaced with grass, permeable mulch or other acceptable treatments in accordance with the landscape regulations under Chapter 15 of the Zoning Bylaw.

   (c) Landscaping for the Property shall include the planting of street trees along the Winnipeg Street right-of-way, with a minimum planting ratio of one tree per ten linear metres or to the satisfaction of the Development Officer.

   (d) Any zoning-related detail not specifically addressed in the contract zone agreement shall be subject to the applicable provisions of the Zoning Bylaw.

   (e) The contract zone agreement shall remain in effect until such time as any soil or subsurface contamination on the Property has been identified and remediated to the satisfaction of the City of Regina in consultation with the Saskatchewan Ministry of Environment, at which time the zoning of the Property shall revert to IB - Medium Industrial.

5. **Conditions.** The Contract Zone and this Agreement shall be conditional on the following:

   (a) None of the land or buildings comprising the Property shall be developed or used except in accordance with this Agreement.

6. **Compliance with Laws Other than Zoning.** The Owner/Applicant agrees to comply with and to conform to the requirements of every applicable statute, law, bylaw, code and order in connection with its development, use or occupancy of the Property, which govern the Property and not to use either the land or building for any unlawful purpose.

7. **Termination.** Subject to the requirements of *The Planning and Development Act, 2007*, this Agreement may be terminated by a resolution of the City Council, only if remediation of the Property has been undertaken in accordance with clause 4(e) of this Agreement.

8. **Re-Zoning on Termination.** In the event that this Agreement is declared void or otherwise terminated by City Council, the zoning of the Property shall revert to IB - Medium Industrial.

9. **Liability on Termination and Indemnity.** In the event that this Agreement is declared void or otherwise terminated, the City shall not be liable to the Owner/Applicant for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Profit.

10. **Departure or Waiver.** Departure from or waiver of the terms of this Agreement shall be deemed not to authorize any prior or subsequent departure or waiver and the City shall not be obligated to suffer any continued departure or grant further waiver(s). No alteration or modification of any of the provisions of this Agreement shall be binding unless the same is in writing and signed by the parties.

11. **Severability.** If any covenant or provision of this Agreement is deemed to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of this Agreement.

12. **Governing Jurisdiction.** This Agreement shall be governed and interpreted exclusively in accordance with the laws of the Province of Saskatchewan.

13. **Amendment of Agreement.**

(a) Pursuant to *The Planning and Development Act, 2007*, the council of the City may, on the application by the Owner/Applicant or any subsequent owner of the Property:

(i) vary this Agreement;

(ii) enter into a new agreement; or

(iii) extend any time limit established in this Agreement.

(b) Notwithstanding clause (a), the provisions hereof may not otherwise be modified, unless design modifications are approved by the Development Officer, in his/her sole discretion, pursuant to that certain policy document approved by the Council of the City on or about March 25, 1991 and entitled *Guidelines for Changes to Contract Zones.*

14. **Notice.** Any notice required to be given by the parties under the terms hereof shall be in writing and may be delivered personally or mailed in a properly stamped and addressed envelope to the party to be notified at the address as follows:

(a) to the City at:
Director of Planning
City of Regina
P. O. Box 1790
Regina, SK S4P 3C8

(b) to the Owner/Applicant at:
Auto Gallery 1994 Ltd.
609 Winnipeg Street
Regina SK S4R 8P2

15. **Registration of Agreement.** The parties acknowledge and agree that:

(a) this Agreement is made pursuant to section 69 of *The Planning and Development Act, 2007;*

(b) the City shall register an interest against the title(s) to the Property based on the terms of this Agreement and, upon such registration, this Agreement shall be binding on and run with the Property as against the Owner/Applicant and the Owner/Applicant's heirs, executors, administrators, successors and assigns; and

(c) the interest mentioned in clause (b) shall register in preference to all other encumbrances against the Property save and except those acceptable to the City.

IN WITNESS WHEREOF the Parties have hereunto affixed their hand and seal on the day and year first above written.

THE CITY OF REGINA

(seal)

_____
City Clerk

AUTO GALLERY 1994 LTD.

(seal)

Per: _____

Per: _____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, Thomas Gke, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

1. I am an Officer of Auto Gallery 1994 LTD, named in the within agreement; and

2. I am authorized by the corporation to execute the document without affixing a corporate seal.

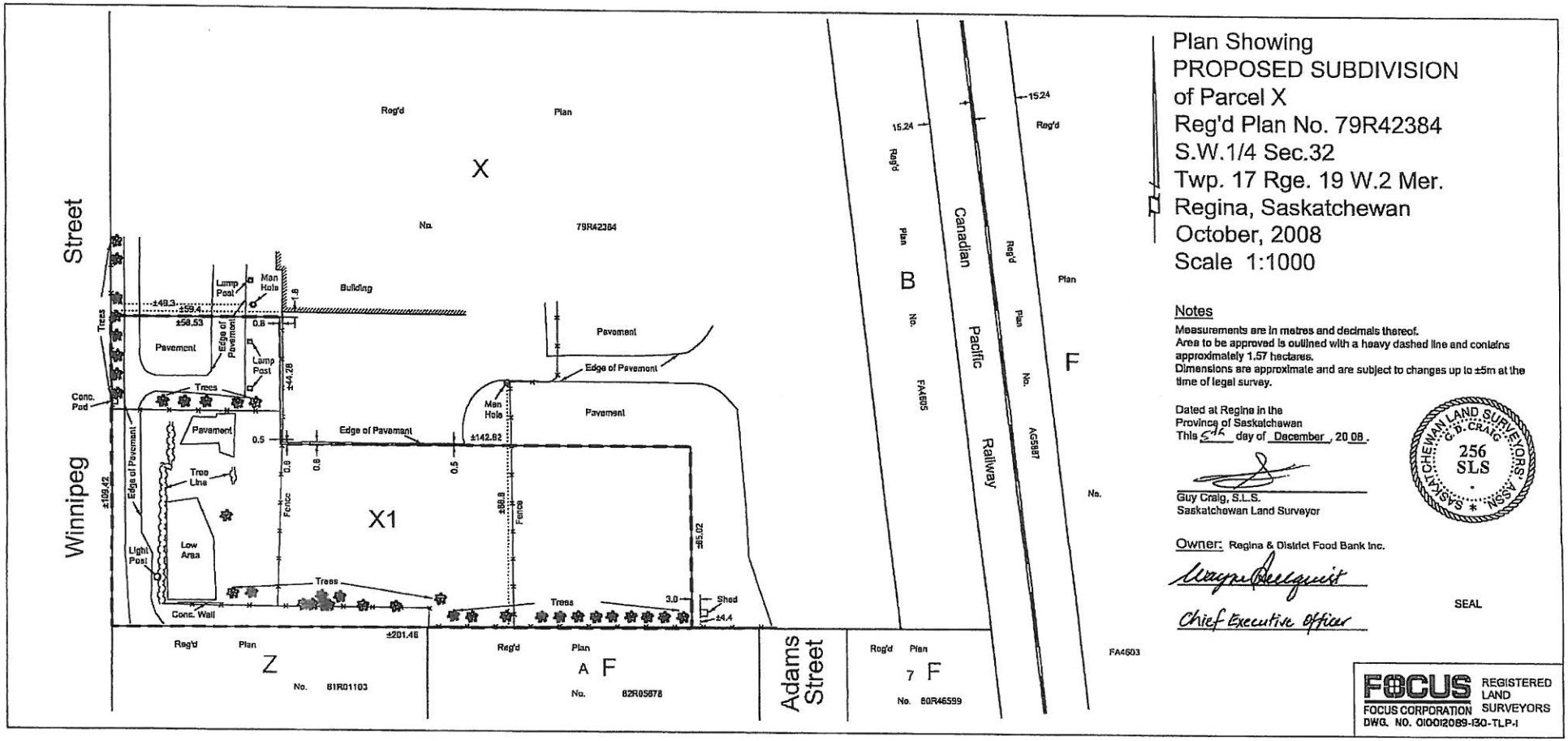
SWORN BEFORE ME at Regina, Saskatchewan, this 28th day of Sept, 2012.

Kim McEachern

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
My Commission expires Dec. 31, 2016

A Commissioner for Oaths
in and for Saskatchewan
My commission expires on Dec. 31, 2016

Schedule "A"



Plan Showing
PROPOSED SUBDIVISION
of Parcel X
Reg'd Plan No. 79R42384
S.W.1/4 Sec.32
Twp. 17 Rge. 19 W.2 Mer.
Regina, Saskatchewan
October, 2008
Scale 1:1000

Notes

Measurements are in metres and decimals thereof.
Area to be approved is outlined with a heavy dashed line and contains approximately 1.57 hectares.
Dimensions are approximate and are subject to changes up to ±5m at the time of legal survey.

Dated at Regina in the
Province of Saskatchewan
This 5th day of December, 2008.

Guy Craig, S.L.S.
Saskatchewan Land Surveyor

SASKATCHEWAN LAND SURVEYORS G.D. CRAIG 256 SLS

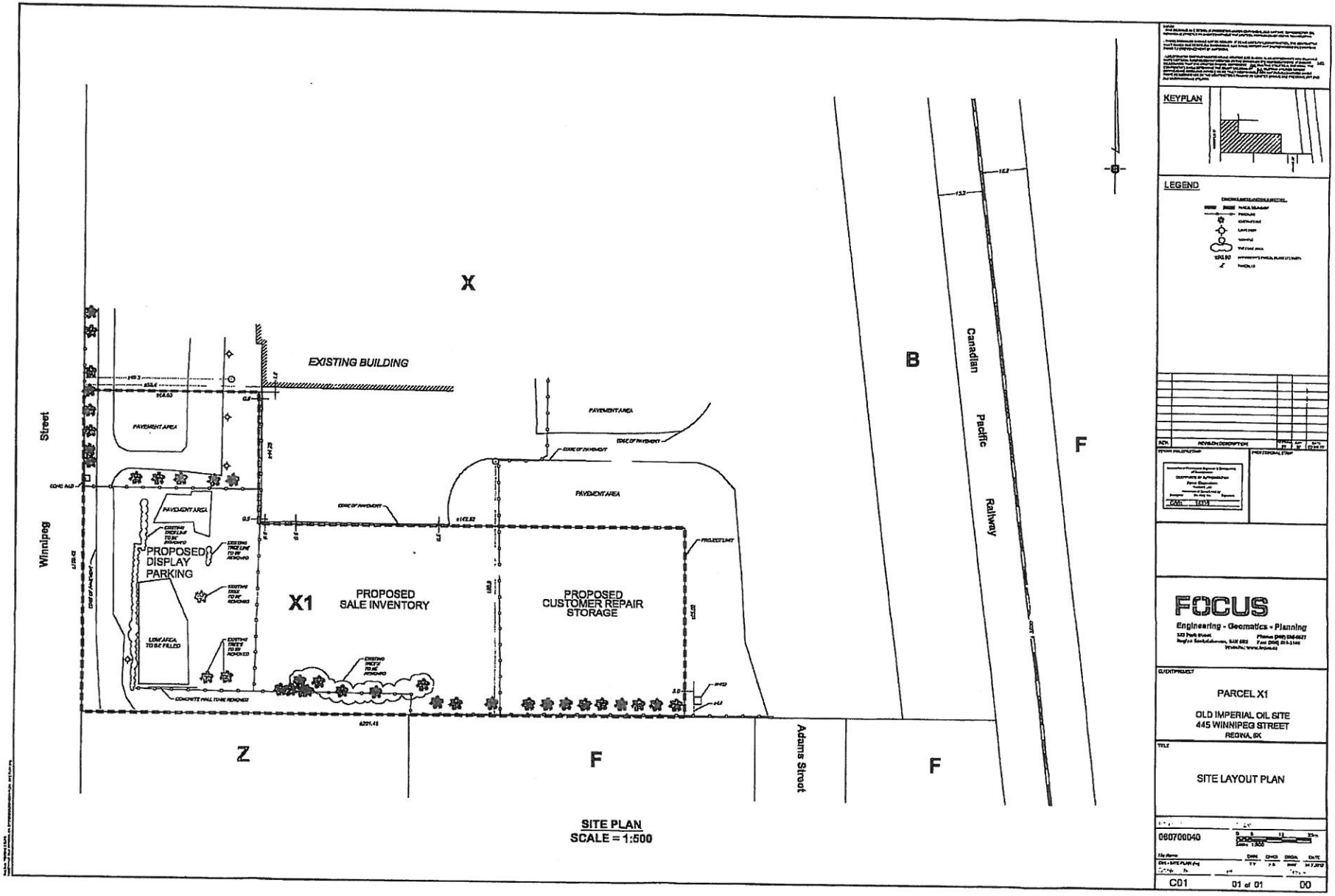
Owner: Regina & District Food Bank Inc.

Chief Executive Officer

SEAL

FOCUS REGISTERED LAND SURVEYORS
FOCUS CORPORATION
DWG. NO. 010012089-I30-TLP-1

Schedule "B"



SITE PLAN
SCALE = 1:500

BYLAW NO. 2012-86

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 38)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 *Regina Zoning Bylaw No. 9250* is amended in the manner set forth in this Bylaw.

2 Chapter 19 - Zoning Maps (Map No. 2687) and Chapter 20 – Agreements as they pertain to the properties as outlined on the map attached as Appendix "A", legally described below are amended by being rezoned as follows:

Land Description:	**Surface Parcel #111501593** **Lot 9, Block, 411, Plan No. OLD33, Extension 12** **Surface Parcel #107011910** **Lot 10, Block 411, Plan No. OLD33, Extension 0** **Surface Parcel #111501571** **Lot 34, Block 411, Plan No. 101187761, Extension 11**
Civic Address:	**2169 and 2179 Rose Street**
Current Zoning:	**TAR (H30) – Transitional Area Residential Zone (Height Overlay 30m)**
Proposed Zoning:	**C – Contract Zone**

3 The City Clerk is authorized to execute the Contract Zone Agreement attached as Appendix "B" and forming part of this Bylaw.

4 This Bylaw comes into force on the date an interest based on the Contract Zone Agreement is registered in the Land Registry at Information Services Corporation.

Approved as to form this ____ day of _____, 2012.

City Solicitor

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012

Mayor

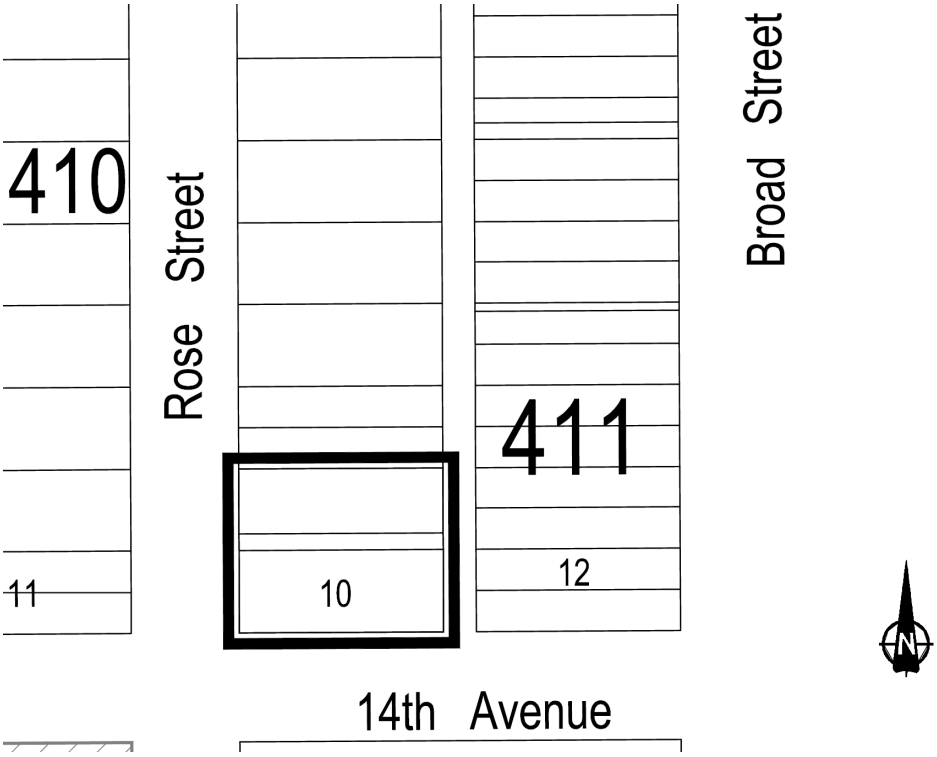
City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

Bylaw No. 2012-86

Project: 12-CZ-1



ABSTRACT

BYLAW NO. 2012-86

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 38)

PURPOSE:	To amend *Regina Zoning Bylaw No. 9250.*
ABSTRACT:	The proposed amendment will allow for accommodation of a four-storey office building on the subject property. There will be approximately 986 square feet of commercial space on the main level with parking for 47 vehicles.
STATUTORY AUTHORITY:	Section 69 of *The Planning and Development Act*, *2007*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
PUBLIC NOTICE:	Required, pursuant to section 207 of *The Planning and Development Act, 2007*
REFERENCE:	Regina Planning Commission Meeting September 5, 2012 RPC12-66
AMENDS/REPEALS:	Amends *Regina Zoning Bylaw No. 9250*.
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

Appendix "B"

THIS AGREEMENT made as of this 2nd day of October, 2012.

BETWEEN:

THE CITY OF REGINA
in its capacity as approving authority
pursuant to *The Planning and Development Act, 2007*
(the "City")

- and -

RB3 Properties Inc.
(the "Owner")

- and -

Robert S. Fehr
(the "Applicant")

CONTRACT ZONE AGREEMENT

WHEREAS:

A. The City has an approved official community plan as contemplated in section 69 of *The Planning and Development Act, 2007* that contains guidelines respecting the entering into of agreements for the purpose of accommodating requests for the rezoning of lands to permit the carrying out of a specific proposal, referred to as "contract zoning"; and

B. The Owner is or is entitled to become the registered owner of the lands and buildings (if any) located at 2169 and 2179 Rose Street, Regina, Saskatchewan, and legally described as:

Surface Parcels:

Surface Parcel #111501593
Lot 9, Block 411, Plan No. Old 33 Extension 12

Surface Parcel #107011910
Lot 10, Block 411, Extension 0

Surface Parcel #111501571
Lot 34 Block 411, Plan No. 101187761 Extension 11

C. The Applicant has applied to the City and the Owner consents to have the Property rezoned from TAR(H30) – Transitional Area Residential (Height Overlay 30M)to C-Contract to permit the use of the Property for the carrying out of a specific proposal described as: an office building with

main level commercial space (the "Proposal").

NOW THEREFORE, the Parties agree as follows:

1. **Preamble.** The preamble forms an integral part of this Agreement.

2. **Establishment of the Contract Zone.** The City hereby agrees that the zoning of the Property shall be a contract zone (C-Contract) pursuant to the provisions of *The Planning and Development Act, 2007* and *The Regina Development Plan, Bylaw No. 7877* to accommodate the Applicant's Proposal ("Contract Zone").

3. **Effective Date.** The effective date of this Agreement shall be the date of passage of the bylaw by City Council authorizing the Contract Zone (the "Effective Date"), it being understood by the Owner and the Applicant that the relevant amendments to the Zoning Bylaw shall not take effect until an interest based on this Agreement is registered against the affected title(s) to the Property at the Saskatchewan Land Titles Registry.

4. **Permitted Development and Use.** The development and use of the Property permitted within the Contract Zone shall be as follows:

   (a) *Permitted use.* The range of permitted and discretionary uses in the building shall be consistent with the MX zone in Table 5.2 of *Regina Zoning Bylaw No. 9250* with the following exceptions:

      i) Office uses shall be permitted and be accommodated throughout the entire approved building;

      ii) Restaurant and Licensed Restaurant, Personal Service, Confectionary Store, and Retail uses shall be permitted on the main level;

   (b) *Site Layout and External Design.* The site layout and design of existing and proposed development on the Property shall be consistent with the plans prepared by PSW Architecture and dated March, 2012, which is attached to this Agreement as Schedule "SCHEDULE A";

   (c) *Landscaping.* Landscaping for the Property shall comply with the applicable development standards for parking areas pursuant to Chapter 15, Section 3.3 of *the Regina Zoning Bylaw, No. 9250*;

   (d) *Parking.* Parking requirements for the Property shall comply with Chapter 15 of *Regina Zoning Bylaw No. 9250.*

   (e) *Signage.* The erection or placement of commercial signs on the subject property shall comply with the provisions applicable to the MX - Mixed Residential Business Zone under Chapter 16 of the Zoning Bylaw.

   (f) *Access.* Vehicle entry and exit from the Property shall comply with requirements of

Chapter 4 of *Regina Zoning Bylaw No. 9250*; and

(g) *Other.* Except as expressly modified or otherwise stated herein, the Property shall be subject to and comply with the applicable requirements and provisions of *the Regina Zoning Bylaw No. 9250.*

5. **Conditions.** The Contract Zone and this Agreement shall be conditional on the following:

(a) Provision for safe, secure, and convenient location for bicycle storage shall be accommodated as per Chapter 14 of the Zoning Bylaw.

(b) None of the land or buildings comprising the Property shall be developed or used except in accordance with this Agreement.

(c) A detailed landscape plan for the subject property shall be submitted for approval to the Development Officer, prior to the issuance of a building permit. Any new planting or replacement of existing street trees adjacent to the subject properties shall be undertaken in accordance with *The Forestry Bylaw, 2002* (Bylaw No. 2002-48, as amended).

6. **Time Limits.**

(a) The City's approval to initiate the proposed development on the Property shall be valid for a period of two years from the Effective Date.

7. **Compliance with Laws Other than Zoning.** The Owner and Applicant agree to comply with and to conform to the requirements of every applicable statute, law, bylaw, code and order in connection with its development, use or occupancy of the Property, which govern the Property and not to use either the land or building for any unlawful purpose.

8. **Termination.** Subject to the requirements of *The Planning and Development Act, 2007*, this Agreement may be terminated or declared void by the City if:

(a) the Property is developed or used contrary to the provisions of this Agreement; or

(b) the development fails to meet a time limit prescribed in this Agreement.

9. **Re-Zoning on Termination.** In the event that this Agreement is declared void or otherwise terminated or expires, the zoning of the Property shall revert to the following:

(a) TAR (H30) – Transitional Area Residential (Height Overlay 30m)

10. **Liability on Termination and Indemnity.** In the event that this Agreement is declared void or otherwise terminated, the City shall not be liable to the Owner or Applicant for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Profit.

11. **Departure or Waiver.** Departure from or waiver of the terms of this Agreement shall be

deemed not to authorize any prior or subsequent departure or waiver and the City shall not be obligated to suffer any continued departure or grant further waiver(s). No alteration or modification of any of the provisions of this Agreement shall be binding unless the same is in writing and signed by the parties.

12. **Severability.** If any covenant or provision of this Agreement is deemed to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of this Agreement.

13. **Governing Jurisdiction.** This Agreement shall be governed and interpreted exclusively in accordance with the laws of the Province of Saskatchewan.

14. **Amendment of Agreement.**

(a) Pursuant to *The Planning and Development Act, 2007*, the council of the City may, on the application by the Owner and Applicant or any subsequent owner of the Property:

(i) vary this Agreement;

(ii) enter into a new agreement; or

(iii) extend any time limit established in this Agreement.

(b) Notwithstanding clause (a), the provisions hereof may not otherwise be modified, unless design modifications are approved by the Development Officer, in his/her sole discretion, pursuant to that certain policy document approved by the Council of the City on or about March 25, 1991 and entitled *Guidelines for Changes to Contract Zones.*

15. **Notice.** Any notice required to be given by the parties under the terms hereof shall be in writing and may be delivered personally or mailed in a properly stamped and addressed envelope to the party to be notified at the address as follows:

(a) to the City at: Director Planning Department
City of Regina
P. O. Box 1790
Regina, SK S4P 3C8

(b) to the Owner at: **RB3 Properties Inc.**
#306 2010 11TH Avenue
Regina SK S4P 0J3

(c) to the Applicant at: **Robert S. Fehr**
4832 McCombie Crescent
Regina SK S4W 0B2

16. **Registration of Agreement.** The parties acknowledge and agree that:

(a) this Agreement is made pursuant to section 69 of *The Planning and Development Act, 2007;*

the City shall register an interest against the title(s) to the Property based on the terms of this Agreement and, upon such registration, this Agreement shall be binding on and run with the Property as against the Owner and the Owner's heirs, executors, administrators, successors and assigns; and

(b) the interest mentioned in clause (b) shall register in preference to all other encumbrances against the Property save and except those acceptable to the City.

IN WITNESS WHEREOF the Parties have hereunto affixed their hand and seal on the day and year first above written.

(seal)

THE CITY OF REGINA

_____
City Clerk

(seal)

RB3 Properties Inc.

Per: _____

Per: V.P. Secretary | Treasurer

(seal)

Robert S. Fehr

Per: _____

Per: Company to be formed

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, Gus Kolitsas, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

1. I am an Officer of

RB3 Properties Inc.

, named in the within agreement; and

2. I am authorized by the corporation to execute the document without affixing a corporate seal.

SWORN BEFORE ME at Regina, Saskatchewan, this 2nd day of October, 2012.

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
My Commission expires _____

PHO QUANG LE
Notary Public
My Appointment expires Dec. 31, 2016
SASKATCHEWAN

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, Robert S. Fehr, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

1. I am an Officer of a company to be formed, named in the within agreement; and

2. I am authorized by the corporation to execute the document without affixing a corporate seal.

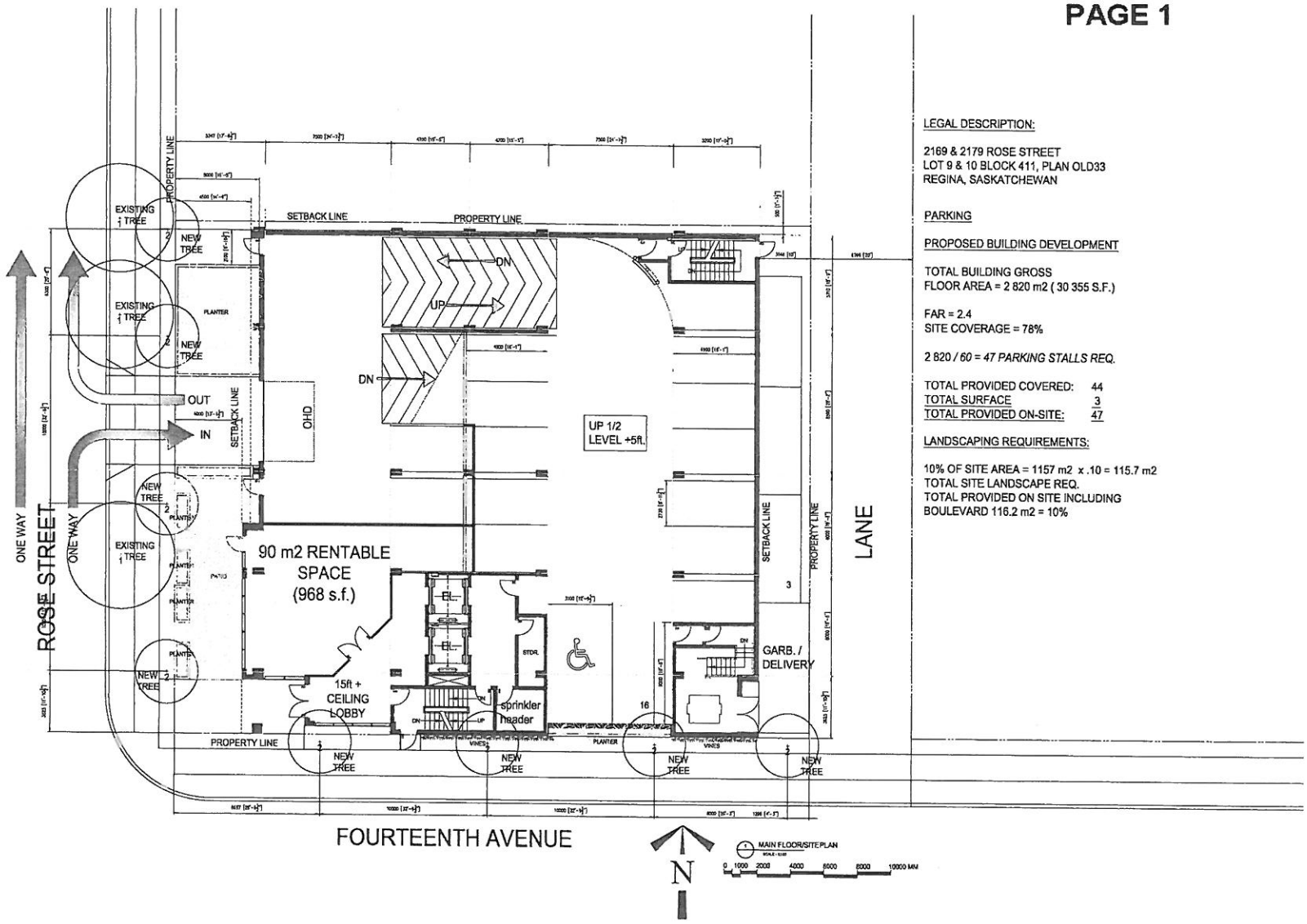
SWORN BEFORE ME at Regina, Saskatchewan, this 2 day of October, 2012.)

Robert S. Fehr

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
My Commission expires Dec 31- 2016.

Schedule "A"

PAGE 1



LEGAL DESCRIPTION:

2169 & 2179 ROSE STREET
LOT 9 & 10 BLOCK 411, PLAN OLD33
REGINA, SASKATCHEWAN

PARKING

PROPOSED BUILDING DEVELOPMENT

TOTAL BUILDING GROSS
FLOOR AREA = 2 820 m2 (30 355 S.F.)

FAR = 2.4
SITE COVERAGE = 78%

2 820 / 60 = 47 PARKING STALLS REQ.

TOTAL PROVIDED COVERED:	44
TOTAL SURFACE	3
TOTAL PROVIDED ON-SITE:	47

LANDSCAPING REQUIREMENTS:

10% OF SITE AREA = 1157 m2 x .10 = 115.7 m2
TOTAL SITE LANDSCAPE REQ.
TOTAL PROVIDED ON SITE INCLUDING
BOULEVARD 116.2 m2 = 10%

PSW
ARCHITECTURE & INTERIOR DESIGN LTD.
3110 COLLEGE AVENUE
REGINA, SASKATCHEWAN
S4P-1C5
PHONE: (306) 359-9007
FAX: (306) 359-0080
E-MAIL: psw.denise@sasktel.net

THESE DRAWINGS ARE THE PROPERTY OF THE CONSULTANT AND AS SUCH MAY NOT BE USED OR REPRODUCED IN ANY MANNER WITHOUT WRITTEN PERMISSION. © ALL RIGHTS RESERVED

PROJECT TITLE:
PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.
2169 ROSE STREET
REGINA, SASKATCHEWAN

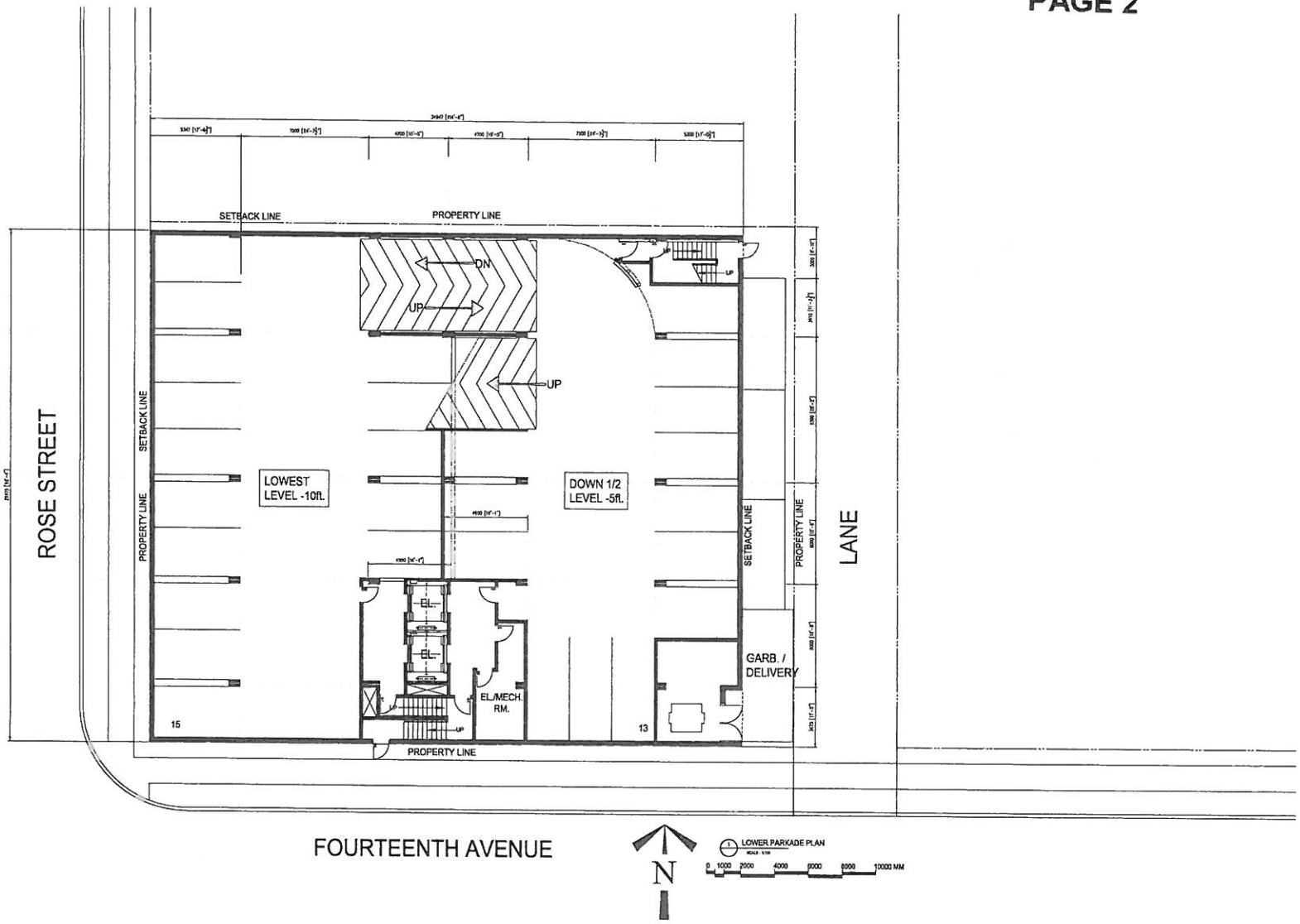
DRAWING NAME:
SITE PLAN
MAIN FLOOR PLAN

File	2011005
Scale	AS NOTED
Date	MARCH 2012
Approved	psw
Drawn	psw
Drawing	A-1.0
Revision	3

DATE: 12/15/2011 9:39 AM

Schedule "A"

PAGE 2



PSW
ARCHITECTURE & INTERIOR DESIGN LTD.
2110 COLLEGE AVENUE
REGINA, SASKATCHEWAN
S4P-1C9
PHONE: (306) 352-9027
FAX: (306) 359-0090
E-MAIL: psw.design@sasktel.net

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PROJECT TITLE:
PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.
2169 ROSE STREET
REGINA, SASKATCHEWAN

DRAWING NAME:
LOWER PARKADE PLAN

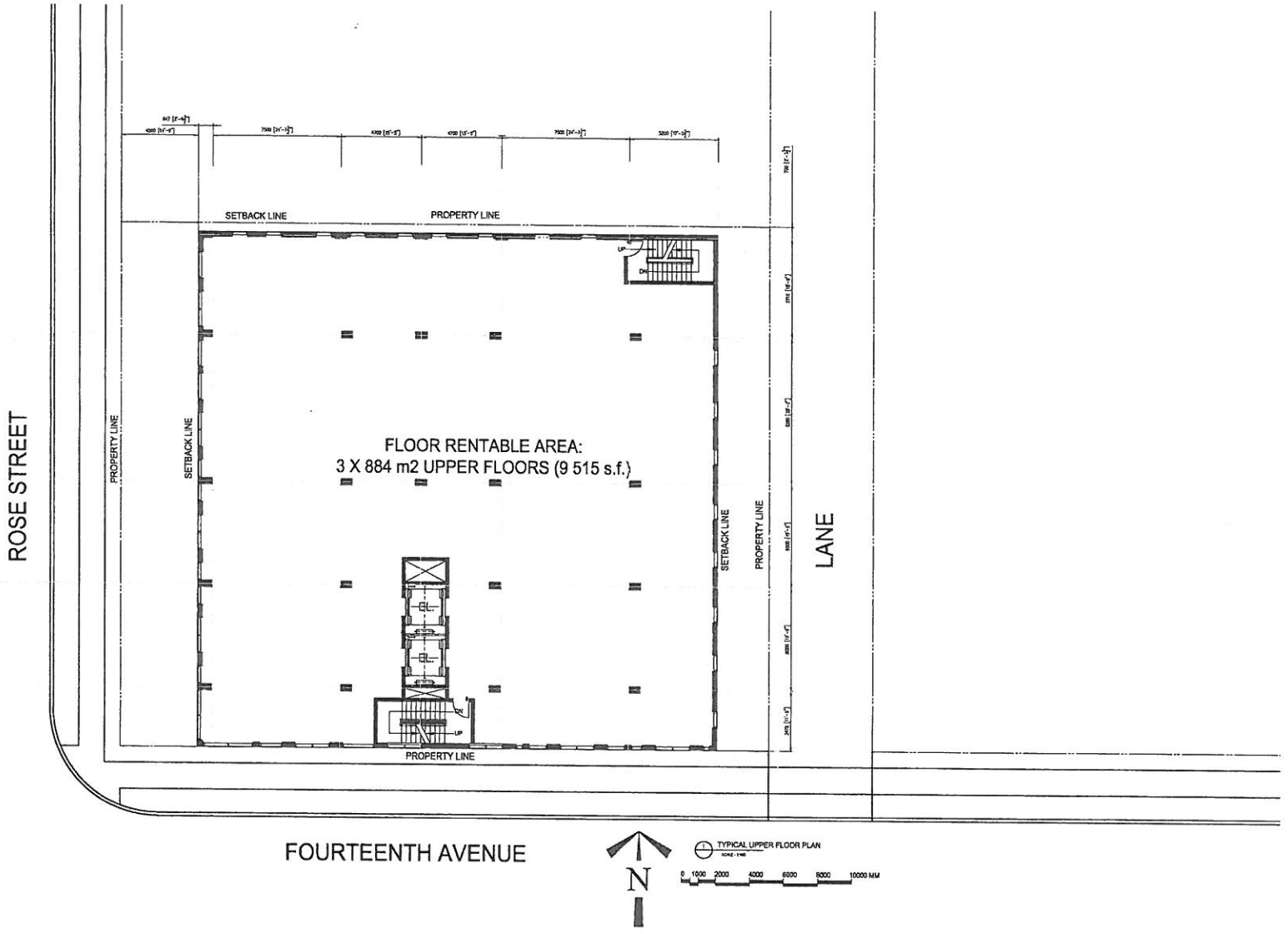
File: 2011052
Scale: AS NOTED
Date: MARCH/2012
Approved: psw.ca
Drawn: psw.ca

Drawing: A-2.0
Revision: 3

DATE: 11/15/2011 9:39 AM

Schedule "A"

PAGE 3



PSW
ARCHITECTURE & INTERIOR DESIGN LTD.
2110 COLLEGE AVENUE
REGINA, SASKATCHEWAN
S4P-1C6
PHONE: (306) 359-9007
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E-MAIL: psw.design@sasktel.net

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PROJECT TITLE:
PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.
2189 ROSE STREET
REGINA, SASKATCHEWAN

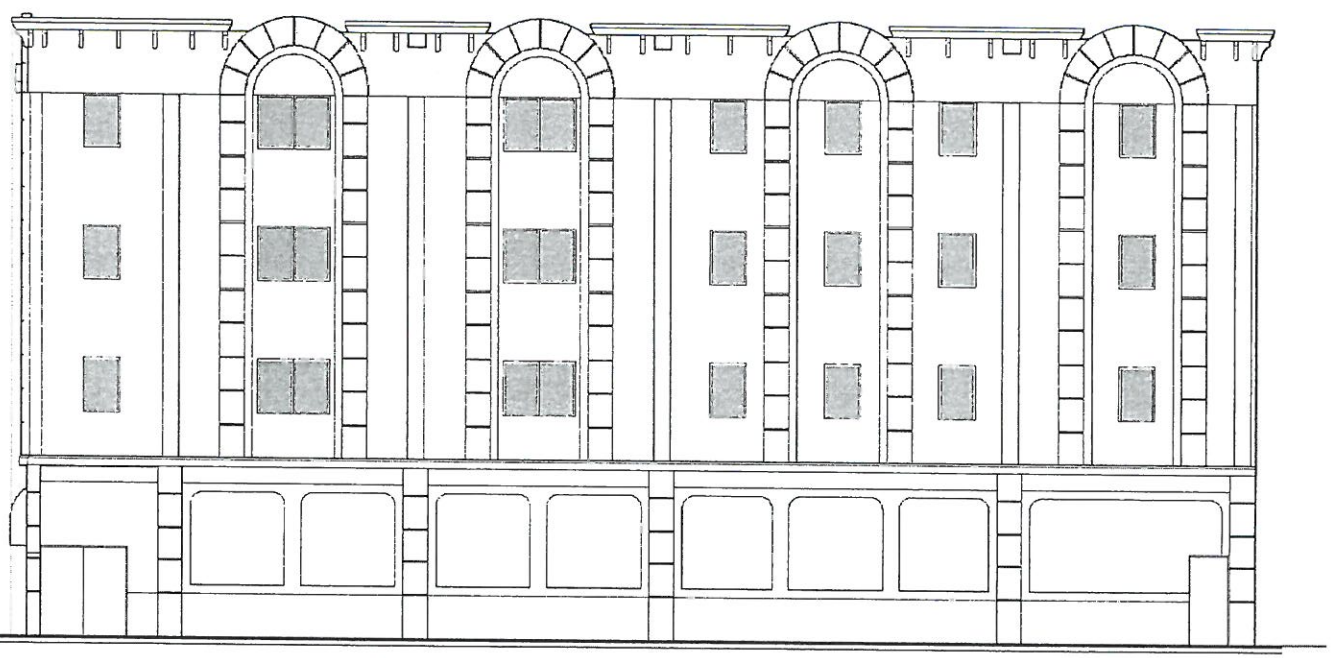
DRAWING NAME:
TYPICAL UPPER FLOOR PLAN

File	2011108
Scale	AS NOTED
Date	MARCH 2012
Approved	gmch
Drawn	tmch
Drawing	A-3.0
Revision	3

DATE: 11/5/2011 9:33 AM

Schedule "A"

PAGE 4



EAST (LANE) ELEVATION

PSW
ARCHITECTURE & INTERIOR DESIGN LTD.
2110 COLLEGE AVENUE
REGINA, SASKATCHEWAN
S4P-1C5
PHONE: (306) 359-9007
FAX: (306) 359-0900
E-MAIL: psw.design@sasktel.net

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PROJECT TITLE
PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.
2169 ROSE STREET
REGINA, SASKATCHEWAN

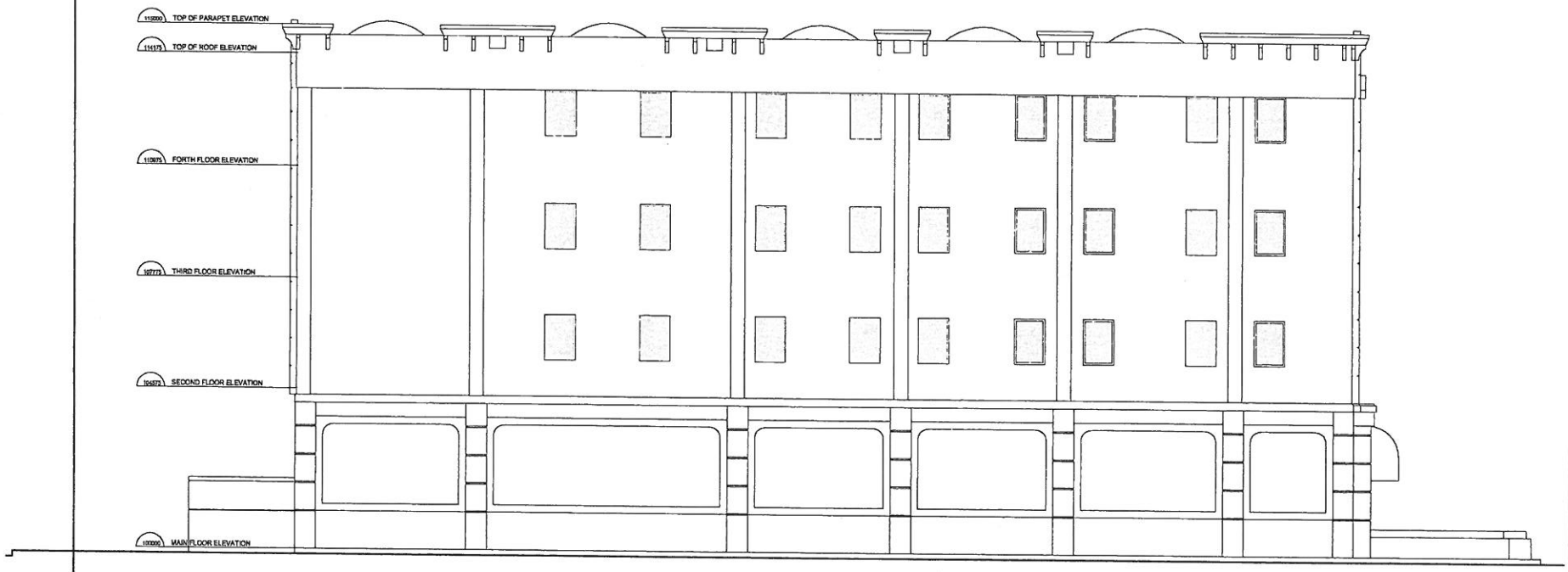
DRAWING NAME
EAST LANE ELEVATION

File	2011008
Scale	AS NOTED
Date	MARCH 2012
Approved	PSW
Drawn	pmh
Drawing	A-5.0
Revision	3

DATE: 11/15/2011 9:39 AM

Schedule "A"

PAGE 5



1 NORTH ELEVATION

PSW
ARCHITECTURE & INTERIOR DESIGN LTD.
2110 COLLEGE AVENUE
REGINA, SASKATCHEWAN
S4P-1C0
PHONE: (306) 359-9007
FAX: (306) 359-9090
E-MAIL: psw.design@sasktel.net

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PROJECT TITLE

PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.

2159 ROSE STREET
REGINA, SASKATCHEWAN

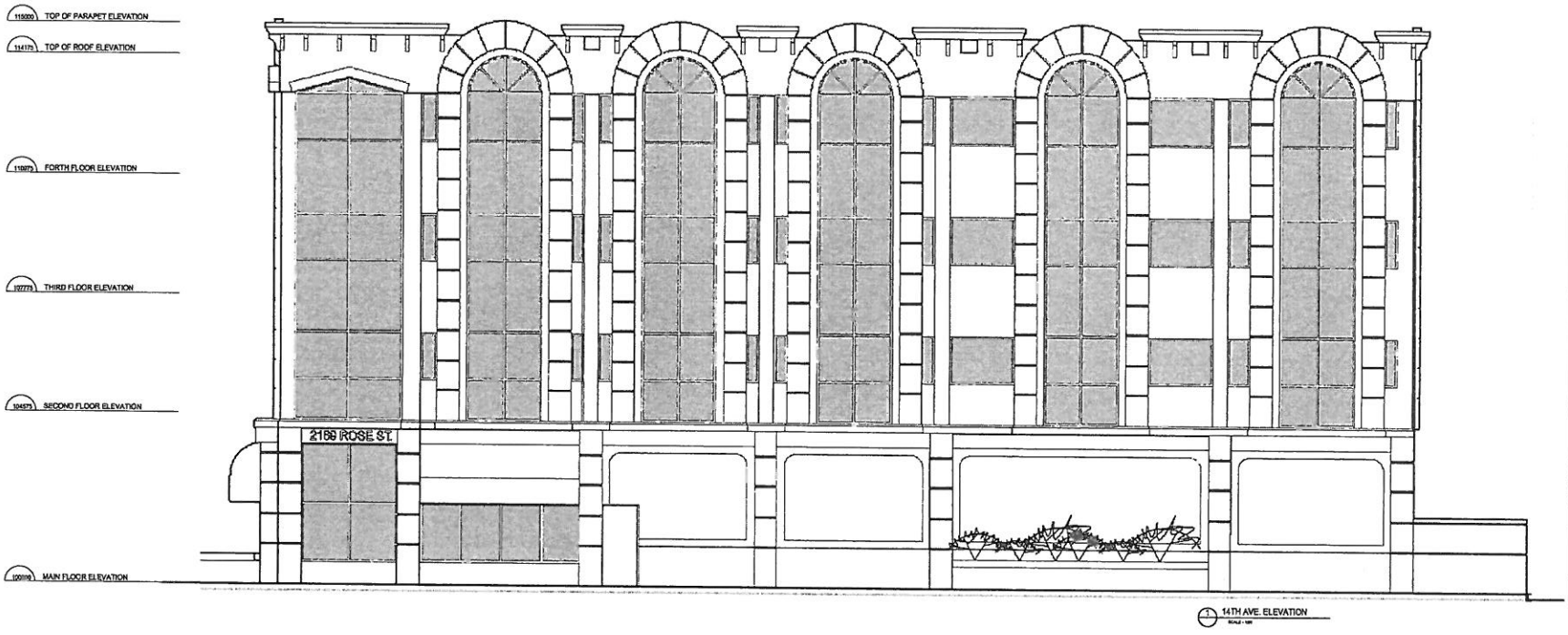
NORTH ELEVATION

File	2011026
Scale	AS NOTED
Date	MARCH 2012
Approved	gwb
Drawn	gwb
Drawing	A-5.0
Revision	3

DATE: 11/15/2011 9:39 AM

Schedule "A"

PAGE 6



PSW
ARCHITECTURE & INTERIOR DESIGN LTD.

2110 COLLEGE AVENUE
REGINA, SASKATCHEWAN
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PROJECT TITLE

PROPOSED BUILDING @ ROSE ST. & 14TH. AVE.

2169 ROSE STREET
REGINA, SASKATCHEWAN

ROSE ST. ELEVATION
14TH. AVE. ELEVATION

File: 2011205
Scale: AS NOTED
Date: MARCH 2012
Approved: pmb
Drawn: pmb

Drawing: A-5.0
Revision: 3

DATE: 1" - 12/2011 9:39 AM

BYLAW NO. 2012-88

THE REGINA DEVELOPMENT PLAN AMENDMENT BYLAW, 2012 (No. 5)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 *The Regina Development Plan Bylaw* No. 7877, is hereby amended in the manner set forth in this Bylaw.

2. The following item is added to the table in Part F, Section 5.0 – Exceptions after d):

e)		2169 and 2179 Rose Street	Lot 34, Block 411, Plan No. 101187761; and Lots 9, 10, Block 411, Plan No. OLD33	Office building accommodated by a Contract Zone.

3. This Bylaw comes into force on the date of approval by the Minister of Municipal Affairs.

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012.

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012.

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012.

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

Approved as to form this _____ day of _____, 2012.

City Solicitor

Approved by the Minister of Municipal Affairs this _____ day of _____, 2012.

Minister of Municipal Affairs

ABSTRACT

BYLAW NO. 2012-88

THE REGINA DEVELOPMENT PLAN AMENDMENT BYLAW, 2012 (No. 5)

PURPOSE:	To amend The Regina Development Plan, Bylaw No. 7877.
ABSTRACT:	This bylaw amends section 5.0 (Exceptions) of the Transitional Area Development Plan (Part F). The proposed amendment allows for City Council's approval of a Zoning Bylaw amendment, to establish a contract zone agreement for the subject property, in order to accommodate the development of an office building. The amendment specifically exempts the proposed rezoning and subsequent development on the property from provisions of the neighborhood.
STATUTORY AUTHORITY:	Section 39 of *The Planning and Development Act, 2007*
MINISTER'S APPROVAL:	Required, pursuant to s. 39 of *The Planning and Development Act, 2007*
PUBLIC HEARING:	Required, pursuant to s. 207 of *The Planning and Development Act, 2007*
PUBLIC NOTICE:	Required, pursuant to s. 207 of *The Planning and Development Act, 2007*
REFERENCE:	Regina Planning Commission Meeting September 5, 2012 RPC12-66
AMENDS:	Amends Bylaw 7877
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

BYLAW NO. 2012-93

A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF A PORTION OF ROSE STREET ADJACENT TO "GARDENS ON ROSE" BUILDING, LOTS 33-37, BLOCK 364, OLD 33 SUBDIVISION; 2055 ROSE STREET, 2012

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

WHEREAS:

The Council of the City of Regina has determined that certain portions of an existing public street are no longer needed for use by the travelling public and deems it expedient to close and sell the identified portions of that street in the City of Regina, hereinafter more particularly described; and

Notice of Intention of the Council of the City of Regina to pass this Bylaw has been published in the Leader-Post, a newspaper published in the City of Regina, in the issue for September 29, 2012;

THEREFORE THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1. The street described as follows is closed and may be sold:

   A Portion of Rose Street adjacent to "Gardens on Rose" Building, Lots 33-37, Block 364, OLD 33 Subdivision; 2055 Rose Street, in Regina, Saskatchewan, as shown on the sketch attached hereto as Schedule "A".

2. The Bylaw comes into force upon day of passage.

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

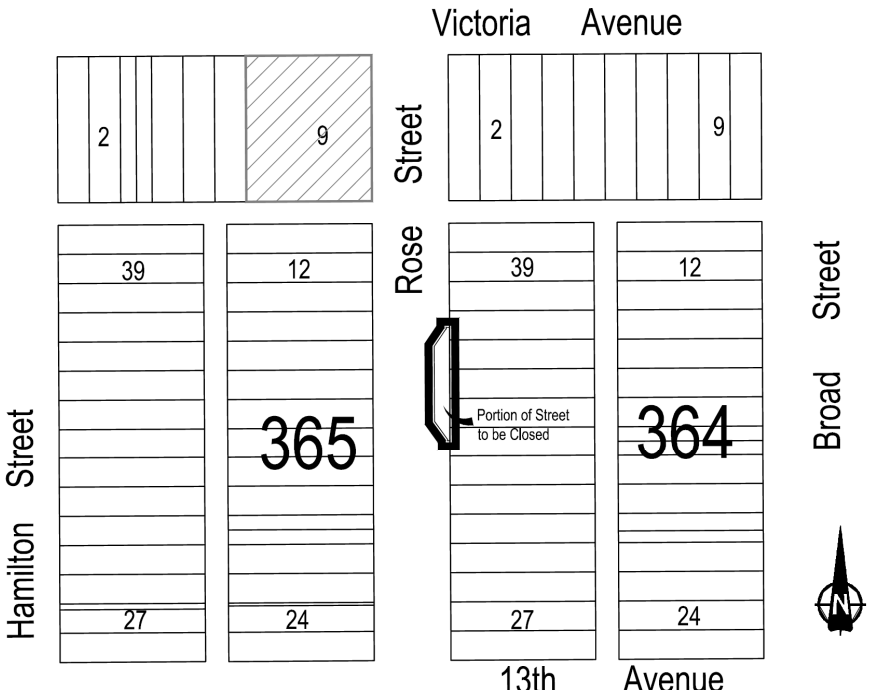
Approved as to form this ____ day of _____, 2012.

City Solicitor

Bylaw No. 2012-93

SCHEDULE "A"

12-CL-6



ABSTRACT

BYLAW NO. 2012-93

A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF A PORTION OF ROSE STREET ADJACENT TO "GARDENS ON ROSE" BUILDING, LOTS 33-37, BLOCK 364, OLD 33 SUBDIVISION; 2055 ROSE STREET, 2012

PURPOSE:	To close and permit the sale of a portion of Rose Street to the adjacent property for use as a permanent sidewalk café
ABSTRACT:	The bylaw closes and allows for the sale of a portion of Rose Street to the owners of the adjacent property.
STATUTORY AUTHORITY:	Section 13 of *The Cities Act*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Yes
PUBLIC NOTICE:	Required pursuant to subsection 13(6) of *The Cities Act*
REFERENCE:	Regina Planning Commission Meeting September 23, 2012, RPC12-76
AMENDS/REPEALS:	N/A
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

BYLAW NO. 2012-94

THE DEVELOPMENT LEVY AMENDMENT BYLAW, 2012

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 Bylaw 2011-16 being *The Development Levy Bylaw, 2011* is amended in the manner set forth in this Bylaw.

2 Schedule "C" is amended by adding the following section after section 2:

"3 A person who applies for a development permit or a building permit for a proposed development in accordance with section 6 of this Bylaw on or after January 1, 2013 shall pay a development levy based on the following formula:

Net Development Area (per hectare) x $241,958.00 = Total Development Levy

as per the Application of Fees as described in the Administration of Servicing Agreement Fees & Development Levies policy."

3 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 9th DAY OF October 2012.

READ A SECOND TIME THIS 9th DAY OF October 2012.

READ A THIRD TIME AND PASSED THIS 9th DAY OF October 2012.

Mayor	City Clerk (SEAL)
	CERTIFIED A TRUE COPY
	City Clerk

Approved as to form this ____ day of _____, 20__.

City Solicitor

ABSTRACT

BYLAW NO. 2012-94

THE DEVELOPMENT LEVY AMENDMENT BYLAW, 2012

PURPOSE:	The purpose of this Bylaw is to update the development levy imposed for developments occurring on or after January 1, 2013.
ABSTRACT:	Development levies are charged so as to reimburse the City for the capital costs associated with the construction, altering, expanding or upgrading of the following expenditures associated directly or indirectly with development: sewage, water or drainage works; roadways and related infrastructure; parks; and recreational facilities. The intent is for the development levies to be the same as the servicing agreement fees. The difference between a servicing agreement fee and a development levy is that servicing agreement fees are triggered where land is subdivided and development levies are triggered where a developer applies for a development permit or building permit for a development that does not require subdividing. This Bylaw updates the fees that will be charged for projects where a development permit or building permit is applied for on or after January 1, 2013.
STATUTORY AUTHORITY:	Section 169 of *The Planning and Development Act, 2007*
MINISTER'S APPROVAL:	The Minister's approval is not required pursuant to\ subsection 170(3) of *The Planning and Development Act, 2007* because the City of Regina is an approving authority.
PUBLIC HEARING:	A public hearing is required pursuant to subsection 207(2) of *The Planning and Development Act, 2007* between the first and second reading of this Bylaw.

PUBLIC NOTICE:	Public Notice is required pursuant to section 207 of *The Planning and Development Act, 2007.* An advertisement for this bylaw appeared in the Leader Post on September 15, 2012 and September 22, 2012.
REFERENCE:	Public Works Committee, September 6, 2012, PW12-15
AMENDS/REPEALS:	Amends Bylaw 2011-16
CLASSIFICATION:	Administrative
INITIATING DIVISION:	Community Planning and Development
INITIATING DEPARTMENT:	Construction and Compliance

GOOD EVENING YOUR WORSHIP, MEMBERS OF REGINA CITY COUNCIL. MY NAME IS JOHN HOPKINS AND I AM THE CHIEF EXECUTIVE OFFICER OF THE REGINA & DISTRICT CHAMBER OF COMMERCE. I AM HERE TODAY ON BEHALF OF OUR 1200 MEMBER BUSINESS ORGANIZATION TO PROVIDE OUR PERSPECTIVE RELATED TO THE REGINA REVITALIZATION INITIATIVE – CANADIAN PACIFIC RAILWAY LAND PURCHASE.

YOUR WORSHIP, THE NEW REGINA BECKONS US TOWARD A BRIGHT FUTURE WHERE THE HORIZONS ARE INFINITE; A VIEW THAT EMBRACES A "CAN DO" ATTITUDE INSTEAD OF BEING MIRED IN THE VORTEX OF "CAN'T DO". GONE ARE THE DAYS WHEN YOUTH LEFT OUR PROVINCE AND CITY IN DROVES FOR OPPORTUNITIES ELSEWHERE. GONE ARE THE DAYS WHERE WE WALLOWED AT THE BOTTOM OF VIRTUALLY EVERY ECONOMIC STATISTIC. TODAY REGINA IS BURGEONING IN OPPORTUNITY FOR THOSE WHO ARE HERE AND THOSE WHO HAVE YET TO COME.

THE TRANSFORMATION IN A WORD IS: REMARKABLE. THE REGINA REVITALIZATION INITIATIVE IS AN EXCITING ASPECT OF THE NEW REGINA.

OVER THE PAST NUMBER OF YEARS WE HAVE CONSISTENTLY STATED THAT THE REGINA REVITALIZATION INITIATIVE IS MUCH MORE THAN SIMPLY A STADIUM PROJECT. WE ARE PLEASED TO SEE THAT THIS REPORT BRINGS FORWARD OTHER ASPECTS OF THE PROJECT TO THE FOREFRONT.

THE REPORT SHEDS A GREAT DEAL OF LIGHT ON A NUMBER OF ISSUES RELATED TO THE RRI.

FIRST AND FOREMOST THE REPORT DELVES INTO WHY THE LAND CLOSER TO DEWDNEY AND ALBERT IS NOT A REALISTIC PURCHASE OPTION. WE AGREE WITH YOUR ADMINISTRATION THAT THE COST OF THE PARCEL MAKES THE ACQUISITION VIRTUALLY IMPOSSIBLE GIVEN THE CITY WOULD HAVE TO PAY FOR A NUMBER OF RAIL RELATED INFRASTRUCTURE TO BE RELOCATED AT A COST OF AT LEAST $30 MILLION. GIVEN THE VALUE OF THE LAND WOULD LIKELY BE IN THE RANGE OF $7 - $10 MILLION THERE IS NO BUSINESS CASE FOR PURCHASING THE PARCEL IF CP INSISTS ON THE CITY PAYING FOR THE RELOCATION COSTS.

MOREOVER, THE COST OF THE LAND AND THE RELOCATION COSTS WOULD ADD TO THE COST OF THE STADIUM WITH NO ABILITY TO GENERATE PROPERTY TAX REVENUE FROM THE PARCEL.

IN ADDITION TO THE COST, THE REPORT INDICATES THAT THE RAIL INFRASTRUCTURE WOULD BE REQUIRED TO MOVE TO A RESIDENTIAL AREA, A PLACE WHERE CITIZENS CURRENTLY LIVE. CLEARLY ANNEXING LAND TO MOVE PARTS OF THE CP RAIL YARD INTO AN EXISTING RESIDENTIAL AREA IS NOT A VIABLE CONSIDERATION.

YOUR WORSHIP ANOTHER POINT ON THE DEWDNEY AND BROAD PARCEL IS THAT IT IS NOT CONDUCIVE TO A STADIUM GIVEN THE PARCEL IS LONG AND NARROW.

THE REPORT ALSO SPEAKS TO THE ROAD FORWARD WITH RESPECT TO THE EAST PARCEL IN THE DEWDNEY AND BROAD STREET AREA. ACCORDING TO THE REPORT THE EXPECTATION IS THAT PRIVATE SECTOR INVESTMENT IS PROJECTED TO BE IN THE RANGE OF HALF A BILLION DOLLARS. I'LL SAY IT AGAIN, PRIVATE SECTOR INVESTMENT IS PROJECTED TO BE IN THE RANGE OF HALF A BILLION DOLLARS. THIS IS THE PART OF THE RRI WHERE THE PRIVATE SECTOR WILL BE INVOLVED.

YOUR WORSHIP, THIS IS A VERY EXCITING ASPECT OF THE PROJECT. AS A COMMUNITY WE WILL BE PROACTIVELY DEALING WITH SOME INDUSTRIAL LAND IN THE HEART OF THE CITY BEFORE IT BECOMES URBAN BLIGHT. WE WILL BE PHYSICALLY CONNECTING THE DOWNTOWN TO THE OLD WAREHOUSE DISTRICT; WE WILL BE CREATING DEVELOPMENT OPPORTUNITIES IN THE HEART OF OUR CITY FOR NEW RESIDENTIAL DEVELOPMENTS, AND FOR NEW COMMERCIAL DEVELOPMENT WHICH WILL MOST LIKELY INCLUDE RETAIL, ENTERTAINMENT AND OFFICE.

YOUR WORSHIP, THE REGINA REVITALIZATION INITIATIVE IN ITS ENTIRETY IS A ONCE IN A LIFETIME OPPORTUNITY THAT MUST BE PURSUED.

THANK YOU FOR THE OPPORTUNITY TO BE HERE. ***LET'S KEEP REGINA GROWING.***

THANK YOU

JOHN HOPKINS

CHIEF EXECUTIVE OFFICER

Mayor Fiacco and Councillors:

As a candidate for Ward 6 in the upcoming election I am concerned about plans to purchase and develop lands currently occupied by CP Rail for handling shipping containers. This parcel of land is to be developed by the City of Regina according to their Regina Revitalization Initiative ***for residential*** as well as commercial use. This despite the fact that the area probably heavily contaminated with highly toxic industrial waste including that most dangerous of pollutants, PCBs. Studies done by Clifton& Associates Ltd. confirmed the existence of contamination but the details were not released due to a NON-DISCLOSURE clause in the contract. My question is this: given that I have documentary evidence that the City of Regina and Mayor Fiacco in particular were made aware of the possibility that for development of this area to proceed, especially ***residential development***, vast quantities of earth will have to be removed, shipped to incinerators in the East for decontamination and then returned to the original site at a cost of perhaps hundreds of millions of dollars, why has the purchase of this land come to a vote without consulting the taxpayers of Regina? Why were taxpayers not informed about these potential costs and who would have to pay for them. As with the stadium itself, it would have been a simple matter to put this issue to the citizens of Regina as part of the election. Why was this never made public?

With all due respect,
D. Allan Kirk

CR12-154

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Regina Revitalization Initiative (RRI) – Canadian Pacific Railway ("CP") Land Purchase

RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- OCTOBER 3, 2012

1. That the Deputy City Manager & CFO be authorized to finalize the sale agreements as outlined in this report and based on the draft form agreements attached in Appendix A in a form and content approved by the City Solicitor.

2. That the City Clerk be authorized to execute the final sale agreements as reviewed by the City Solicitor.

3. That $7.5 million be transferred from the General Fund Reserve to support the deposit and balance of the purchase price in 2012/2013.

4. That up to $2.1 million be transferred from the General Fund Reserve in 2013/14, to support the initial site preparation requirements that will allow for the future land redevelopment planning and related processes to be initiated.

EXECUTIVE COMMITTEE – OCTOBER 3, 2012

The following addressed the Committee:

Chad Novak, representing himself; and
John Hopkins, CEO, representing the Regina & District Chamber of Commerce

The Committee adopted a resolution to concur in the recommendation contained in the report.

Mayor Pat Fiacco, Councillors: Louis Browne, Sharron Bryce, Fred Clipsham, John Findura, Michael Fougere, Terry Hincks, Jocelyn Hutchinson, Wade Murray, Mike O'Donnell and Chris Szarka were present during consideration of this report by the Executive Committee.

The Executive Committee, at its meeting held on October 3, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the Deputy City Manager & CFO be authorized to finalize the sale agreements as outlined in this report and based on the draft form agreements attached in Appendix A in a form and content approved by the City Solicitor.

2. That the City Clerk be authorized to execute the final sale agreements as reviewed by the City Solicitor.

3. That $7.5 million be transferred from the General Fund Reserve to support the deposit and balance of the purchase price in 2012/2013.

4. That up to $2.1 million be transferred from the General Fund Reserve in 2013/14, to support the initial site preparation requirements that will allow for the future land redevelopment planning and related processes to be initiated.

CONCLUSION

City Administration has finalized a deal to purchase 17.39 acres of the CP lands along Dewdney Avenue, between Albert Street and Broad Street, for $7.5 million. This purchase price represents the current market value. While these lands cannot accommodate a new stadium, they are critical to the redevelopment of this area into a new mixed use neighbourhood as part of the Railyard Renewal component of RRI. This deal and the overall RRI projects support the ongoing economic development and growth of the community, the renewal of aging community assets, the delivery of affordable housing initiatives, the vibrancy of the downtown, the enhancement of the connection(s) between the downtown and warehouse district, and will attract significant private investment to the City.

This deal requires CP to vacate these lands by July 2014, as part of their planned move to the Global Transportation Hub (GTH). In addition, the deal provides an agreement with CP to allow the City to construct a pedestrian bridge over the CP lands to be able to connect this neighbourhood and the Warehouse District with downtown.

Environmental assessments of the land have identified no significant issues and a total of about $2.1 million will be required to complete the environmental remediation, bridge decommissioning and site preparation to allow future land development to begin. Future site servicing and related development requirements will be identified as part of the future planning of the new neighbourhood in collaboration with Regina Downtown and the Warehouse District. The City will still be required to allocate future funding to support mixed-use servicing requirements, and CP will be required to cover its own costs related to the relocation of its intermodal operations.

While CP will continue to operate around these lands for the foreseeable future, through discussions with CP and internal land planning discussions, it is believed that future land planning and site work will mitigate any concerns, and allow the neighbourhood to become dynamic, vibrant and attractive for future commercial and residential property owners.

BACKGROUND

The Regina Revitalization Initiative was formally initiated by City Council on May 30, 2011. It was discussed at that time that a process was to be developed to define a vision for the lands and a shared understanding of the outcomes of the project, which would see residential, commercial and retail development including a new state of the art facility to replace Mosaic Stadium.

On June 17, 2011, a formal business unit was created within the City Manager's office. Internal staff has been seconded to support the project and an internal Steering Committee has been created to guide the various project elements.

Based on the need to establish a clear future direction for the project, the Administration and external consultants, held a visioning session with members of City Council. City Council approved the Vision and Guiding Principles on August 22, 2011.

One of the focuses of the RRI project is the redevelopment of inner-city neighbourhoods, which includes the Railyard Renewal project on CP lands along Dewdney Avenue. In July, 2011 the City formally initiated discussions with CP toward negotiating a land purchase agreement that would be acceptable to the City and CP. From there, City Administration began the work to understand where the discussions between the Province and CP had concluded, and began formal negotiations with CP representatives.

As is normal in negotiations, the format of a mutually acceptable deal was reviewed and refined throughout the discussion process. While the process took time to complete, both parties brought a positive approach toward completing a deal that would allow the City to achieve City Council's vision for neighbourhood revitalization through the RRI.

This report summarizes the key terms of the transaction and the City considerations throughout the process.

DISCUSSION

The City engaged CP toward the purchase of CP lands along Dewdney Avenue, between Smith Street and Broad Street, in alignment with Council's vision for the Regina Revitalization Initiative. While these lands cannot accommodate a new stadium, they are critical to the redevelopment of this area into a new mixed use neighbourhood, as part of the Railyard Renewal component of RRI. This deal and the three primary RRI projects support the ongoing economic development and growth of the community, the renewal of aging community assets, the delivery of affordable housing initiatives, the vibrancy of the downtown, the enhancement of the connection(s) between the downtown and warehouse district, and will attract significant private investment to the City.

The development of a Purchase and Sale Agreement (PSA) between the City of Regina and CP has resulted from the ongoing negotiations since mid-2011. This agreement is a key requirement to allow for the redevelopment of 17.39 acres along Dewdney Avenue. There are several additional agreements and documents that support the final deal, including:

- A Pedestrian Crossing Agreement that allows a future pedestrian bridge to be built over CP property, to connect the downtown with the Dewdney Avenue lands;
- A lease that will allow CP to continue to use the Dewdney Avenue lands until they can completely vacate them (July 2014 or earlier);
- An Easement Agreement that will allow for the use of certain portions of the lands being retained by CP for a public passageway and maintenance of the Broad Street bridges being acquired by the City; and
- A Restrictive Covenant Agreement required by CP with respect to certain conditions imposed on the property being acquired as a result of it being located adjacent to railway operations.

Draft forms of each of these documents are attached to this report as Appendix A.

Summary of Key Agreement Terms

The following is a summary of the key terms identified within the agreements attached:

1. 17.39 acres of land are being purchased along Dewdney Avenue (CP's intermodal portion);
2. The land purchase price is $7.5 million with a 10% deposit of $750,000 on signing;
3. Balance of purchase price will be paid at financial close on January 31, 2013, assuming all conditions are met;
4. The City is purchasing the lands on an "as is, where is" basis (environmental considerations are discussed later in this report);
5. The City is able to satisfy itself of the environmental condition of the land prior to financial close;
6. Additional site servicing and land preparation costs will be the responsibility of the City;
7. CP is required to identify, complete and pay for their own "Operational Change Costs" resulting from their relocation following the sale;
8. The City will lease-back these lands to CP, for nominal consideration, until CP can vacate the property (July 2014 or earlier);
9. CP will allow the City to build a pedestrian crossing over its lands for nominal consideration;
10. Surplus Broad Street CP bridges (two of three) will be transferred to the City as part of the sale for future use, or decommissioning at the City's cost;
11. The City will be responsible for bridge abutment maintenance only as long as decommissioning of the Broad Street Bridges has not been completed;
12. Each party is responsible for its own costs to finalize the subdivision requirements related to the deal;
13. The purchase of additional CP land parcels on North Railway and west of Elphinstone Street, will be finalized separately;
14. CP will draft a non-binding letter that will record the City's ongoing expression of interest in the remainder of the lands along Dewdney Avenue, if and when they become surplus to CP's railway operation in its sole discretion.

Land Value

A third party valuation of the lands was completed on behalf of both the City and CP. The purchase price and deal terms reflect the land value and related considerations that were identified by the land appraiser. The land was valued at $10.0 million assuming no environmental issues, and a site ready for further development. The purchase price of $7.5 million reflects the adjustments of the purchaser and seller, recognizing that each will bear some costs following the financial close of the deal. For the City, some minor environmental remediation, along with site preparation and servicing will be required. CP will need to cover its costs to relocate its intermodal operation to allow for redevelopment of the land.

Negotiation Considerations

The early discussions with CP involved a review of the deal terms discussed previously with the Province, and the establishment of a framework for the final agreements. It was through these preliminary discussions, that the City became aware of certain expectations that City Administration had identified as unacceptable in any final deal.

First, the purchase of the full 33 acres, would require CP to relocate several other operations, including the maintenance yards, wye turnaround, and interchange track (a wye turnaround is used to turn trains around, and interchange track is used to coordinate track usage with other railways). Through discussions, CP identified that they had no plans to relocate these operations, but would consider doing so under the right terms and conditions.

As a result, CP would require the City to pay for the costs of relocation, if a deal including the remaining 15.6 acres was required. Preliminary estimates for this relocation identified this cost could be as high as $30 million, and a cap on costs would not be accepted by CP, as it was only moving to accommodate the sale. Moving these rail operations is not an insignificant process or cost.

Knowing that CP had only planned/committed to moving off the intermodal portion of the lands, and after understanding the financial cost of purchasing the remainder of the property, it was determined that the City would never recover this additional cost through redevelopment. This was especially true if the stadium was located on the site, as it would limit over half the site from generating future tax revenues (at least 20 of 33 acres).

The second consideration that caused the City to pursue the deal proposed, were the relocation requirements of CP. To achieve its business requirements CP had identified the only acceptable option for relocation of its wye turnaround and related operations would be within an existing residential area of the City. The City identified this option would be met with significant community concerns and resistance, and as a result was not an acceptable option to pursue.

As in any negotiation, both the City and CP entered into these discussions understanding that each party was willing to achieve a deal; however mutual agreement on various issues would require time and effort to conclude. Both parties worked diligently to overcome the issues noted, and a reasonable deal was developed that could meet the needs of both parties, but focused only on the 17.39 acres.

Environmental Assessment/Condition

The City has engaged Clifton Associates Ltd. ("Clifton") to complete a Phase II Environmental Assessment of the lands considered for purchase. In addition, Clifton has identified the estimated costs for remediation work that may be required. The environmental assessment of the 17.39 acres identified no significant issues for the City to be concerned with. The testing of all soil samples within the assessment passed the Saskatchewan Ministry of Environment (MOE) environmental assessment criteria.

The environmental remediation of the site is estimated to cost up to $600,000, which includes the cost of an additional protective barrier placed along the boundary with ongoing railway operations at key locations. The estimated remediation costs reflect the fact that previous land uses were not a significant issue, and therefore clean up and non-industrial use can be achieved in a cost effective manner. City Administration is recommending that funding be allocated to complete the environmental clean up and site preparation, in order to allow for the effective design and marketing of this land for future redevelopment.

Pedestrian Crossing

In order to allow for the most effective redevelopment of these lands, the City identified that a pedestrian bridge connecting the site to the downtown would be required. Preliminary work has been completed to identify the site and construction requirements of this bridge. However,

through the discussions, it was identified by the City that a commitment would need to be provided by CP to allow this to proceed in the future, considering that CP would continue to operate on the southern portion of these lands.

These discussions resulted in a Pedestrian Crossing Agreement that can meet the requirements of both CP and the City. This agreement requires further CP approvals to ensure their railway operations are not impacted. However, the framework allows both parties objectives to be achieved as part of this deal, to allow greater certainty that the lands can be connected by building a bridge over the CP operations. Further planning and work on the pedestrian bridge will be completed in collaboration with the Regina Downtown and Warehouse Districts, as part of the future land development planning.

CP Relocation of Intermodal Operations

It should be noted that while this land purchase is expected to be complete by January 31, 2013, CP will continue to operate on this site for more than a year. The land being purchased currently houses CP's Intermodal operations. The operations are being moved by CP west of the city to CP land within the GTH. CP has identified that this relocation is currently being planned and implemented; however it is not expected to be complete until July 2014. As part of this deal, the City will take ownership of the lands and will then leaseback the land to CP until it has completed its relocation. If CP is able to vacate the land earlier than July 2014, then their lease will expire once the land is vacant. Without this arrangement, the City may be required to pay a higher cost for the land purchase at a later date, and as a result this arrangement was acceptable to both parties.

Other Considerations

The agreements identify the requirements of both CP and the City to complete the subdivision requirements. The subdivision of this property is not a significant process and is almost complete at the time of writing this report. Based on the type of subdivision required, only administrative approval is needed and the subdivision will not go to City Council for approval.

As part of the deal, two bridges crossing Broad Street will be transferred to the City for nominal consideration. In order to complete the deal identified, the City agreed to assume the responsibility for decommissioning these bridges. A review of the bridges was completed and this removal is estimated to cost up to $500,000. Once CP vacates the purchased lands, the City will be proceeding to remove these bridges, as they have no identified future use for the City. In addition to the bridge removal, site preparation costs, such as building demolition, fencing, as well as removal of various concrete structures are estimated at up to $1.0 million.

The City is responsible for future servicing of these lands to allow for redevelopment. City Administration will continue to review the requirements and costing of this work as part of the land development planning. These costs are expected to be recovered through the future land development process and will be included within the financial plans required to support the redevelopment project. This work will begin in 2013, and the initiation of the land development process will be subject to future approvals. If land development is not initiated immediately, these lands will remain in the City's land inventory and are expected to continue to appreciate in value in accordance with Regina market factors.

In discussions with CP the ability to achieve an option or first right of refusal related to the remainder lands was discussed. While a binding commitment could not be achieved, CP will provide a letter to the City recording the City's expression of interest in these lands and ability to present an offer on these lands to initiate negotiations for a future sale when the remainder lands become surplus to CP's operations.

While CP will continue to operate around these lands for the foreseeable future, through discussions with CP and internal land planning discussions, it is believed that future land planning and site work will mitigate any concerns, and allow the neighbourhood to become dynamic, vibrant and attractive for future commercial and residential property owners.

Next Steps

Once Council has approved the CP land purchase, the next steps are as follows:

- Satisfy deal conditions and complete financial close (by January 31, 2013)
- City to begin process with community to design and redevelop the lands (2013-2015)
- CP relocates it operations and vacates land (by July 2014)
- City undertakes site preparation and clean-up (2014-2015)
- Private development begins following Council planning approvals (2015-)

RECOMMENDATION IMPLICATIONS

Financial Implications

The allocation of up to $9.6 million from the General Fund Reserve, as identified in this report, will allow the City to achieve its land purchase objectives without having a major impact on its reserves. The allocation of these funds from the General Fund Reserve will leave the uncommitted balance at approximately $12.6 million, which is slightly below its recommended minimum balance of $15.6 million or 5% of revenue. However, the projected balance in the General Fund Reserve consists of approximately $6.5 million set aside for contingent assessment appeals and fire arbitration contingencies which may never be expended, leaving the reserve with a $19.1 million balance.

A summary of the financial funding required from this deal is as follows:

Land Purchase Price	$7.5 million
Environmental Remediation	$0.6 million
Site Preparation	$1.0 million
Bridge Decommissioning	$0.5 million
	$9.6 million

The funds required to service and redevelop these lands will be requested in the future, once the City is ready to begin initiating these processes, and after further community consultation and design can be completed. Some or all of the costs identified will typically be recovered over time through the land development process, and/or the generation of new property taxes within these lands.

Currently, the City has estimated that public land development costs would be approximately $45.7 million (including this land purchase). This includes environmental and site servicing costs, an investment in the pedestrian bridge, as well as affordable housing and other related investments. Future discussions will be held with the Provincial and Federal governments to determine their interest/ability to partner in these investments. These upfront investments will

attract approximately $450 million to $500 million in additional private investment into Regina, and will generate new property tax revenue from this area. These estimates will be updated into a formal financial plan at the approval/initiation of the land development process.

Environmental Implications

The City has engaged Clifton Associates Ltd. ("Clifton") to complete a Phase II Environmental Assessment of the lands considered for purchase. In addition, Clifton has identified the estimated costs for remediation work that may be required. The environmental assessment of the 17.39 acres identified no significant issues for the City to be concerned with. Based on the testing completed, there is only a moderate risk of hydrocarbon impairment on the site, and known historical impairments are limited in extent.

The testing of all soil samples within the assessment passed the Saskatchewan Ministry of Environment (MOE) Risk Based Corrective Actions (RBCA) for Petroleum Hydrocarbon Impacted Sites Tier IIB criteria. Testing of soil samples to delineate a known hydrocarbon spill within the site which passed the more conservative MOE RBCA Tier I criteria suggests the historical impact is limited in extent or has degraded over time. Subsequent to remediation of the site including removal, disposal and backfill of any impacted areas along with removal of surface asphalt, excavation of underground pipe and track materials, commercial and residential uses for these lands can be pursued with limited and manageable risk from future property owners.

The environmental remediation of the site is estimated to cost up to $600,000, which includes the cost of an additional protective barrier placed along the boundary with ongoing railway operations at key locations. The estimated remediation costs reflect the fact that previous land uses were not a significant issue, and therefore clean up and non-industrial use can be achieved in a cost effective manner. While the City continues to bear future environmental risk on the lands being purchased, City Administration does not believe this risk is significant based on the external analysis.

Strategic Implications

The purchase of these lands is very important for the City to achieve its long-term objectives of community renewal and revitalization. Achieving city control of these lands will allow City Council to guide the future redevelopment, and ensure community objectives are realized, while still allowing for significant involvement from private sector. Ownership of large parcels of inner-city land allows the City to spark further development to meet the needs of a growing community. These lands will allow the City to minimize the future infrastructure investments required to support growth, while achieving a higher level of density to assist with long-term financial viability.

Other Implications

None related to this report.

Accessibility Implications

None related to this report. The future redevelopment plans for this neighbourhood will address accessibility requirements.

COMMUNICATIONS

The purchase of the CP lands is the catalyst for the Railyard Renewal component of City Council's RRI plan. A news release will be issued to make media aware that a deal has been reached, and the public will be informed of the land sale through media updates, the public consideration of this report at Executive Committee and City Council, as well as updates to the RRI website at ReginaRevitalization.ca. Where necessary, City Administration will also coordinate communications with CP and any other related stakeholders.

In keeping with the approved communications outcomes, the Administration will continue to keep the public and stakeholders informed of progress and decisions related to RRI.

DELEGATED AUTHORITY

The recommendations in this report require City Council approval.

Respectfully submitted,

EXECUTIVE COMMITTEE

J. Swidnicki

Joni Swidnicki, Secretary

FILE NO. _____

PURCHASE AND SALE AGREEMENT

CANADIAN PACIFIC RAILWAY COMPANY

and

THE CITY OF REGINA

THIS PURCHASE AND SALE AGREEMENT is dated for reference the _____ day of _____, 2012

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY, a company duly incorporated under the laws of Canada and having an office at #600, 401 - 9 Avenue SW, Calgary, Alberta T2P 4Z4

(the "**Vendor**")

- and -

THE CITY OF REGINA, a municipal corporation having an office at 2476 Victoria Avenue, Regina, Saskatchewan, S4P 3C8

(the "**Purchaser**")

WHEREAS the Vendor wishes to sell the Lands to the Purchaser subject to the terms and conditions of this Agreement.

AND WHEREAS the Purchaser wishes to purchase the Lands from the Vendor subject to the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the recitals and the covenants and conditions herein contained and other good and valuable considerations (the receipt and sufficiency of this is hereby acknowledged by each Party), the Parties agree as follows.

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 **Defined Terms**

In this Agreement:

"**Abutments**" means those portions of the retaining wall structures on the East and West sides of the roadway commonly known as Broad Street that are situated within the easement granted to the Purchaser by the Vendor and that form the underpass side walls, including without limitation any abutments buttressing or supporting the Broad Street Overpasses, foundations, safety railings and fences.

"**Agreement**" means this Purchase and Sale Agreement, including any recitals to this agreement, all Schedules and Exhibits to this agreement, and all written amendments to this agreement.

"**Ancillary Documents**" means the documents and instruments identified or described in Section 7.4.

"**Broad Street Overpasses**" means the two bridge structures passing over the roadway commonly known as Broad Street and identified as Bridge #1 and Bridge #2 on the sketch plan attached as Schedule "I" hereto, including but not limited to any walkway, bridge deck structure, ballasts and other permanent or temporary supporting materials, bridge substructure, median

bridge columns signs, lights and other associated works and improvements but not including the Abutments or the Railway Infrastructure.

"**Business Day**" means any day, other than a Saturday or Sunday, on which the Regina main branch of the Bank of Montreal is open for business to the public.

"City Council" means the Council of the City of Regina.

"**Closing**" means the closing of the Transactions on the Closing Date.

"Closing Date" means January 31, 2013.

"**Consolidated Fastfrate Lease**" means the Lease dated March 7, 1991 between the Vendor (as successor in interest to Canadian Pacific Limited) as landlord and Consolidated Fastfrate Inc. (as assignee of Consolidated Fastfrate Transport Inc.) as tenant.

"**CTA**" means the Canadian Transportation Agency.

"**Deposit**" means **$750,000.00**.

"**Encumbrance**" means any mortgage, lien or encumbrance including any tenancy, encroachment agreement, easement, right-of-way or license of occupation.

"**Hazardous Materials**" means: (i) any asbestos, PCBs or dioxins, or insulation or other materials composed of or containing asbestos, PCBs or dioxins; (ii) crude oil or any fraction thereof, and natural gas, liquefied natural gas or synthetic gas; or (iii) any pollutant or contaminant or any hazardous, toxic or dangerous waste, substance or material defined as such in any federal, provincial or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now is in effect.

"**Lands**" means 17.39 acres more or less of the Unsubdivided Lands, substantially as shown in the area outlined in red on the site map attached as Schedule "A", subject to the Vendor's surplus determination contemplated in Section 4.2(a) and the Subdivision Condition contemplated in Section 4.1.

"**Lease**" means the lease back of the Lands by the Vendor from the Purchaser in the form attached as Schedule "E".

"**Mutual Conditions**" means the conditions for the mutual benefit of the Vendor and the Purchaser set out in Section 4.1.

"**Operational Changes**" means the following work required in order for the Vendor to maintain a functional and isolated yard operation on the Remainder Lands: (i) relocating the switch on the back lead westward from its current location east of the most southerly bridge over Broad Street in order that such bridge can be used as a roadway for vehicles, (ii) relocating, rerouting or replacing any utility, telecommunication (including fibre optic) or drainage systems, works or equipment which the Vendor determines need to be relocated, rerouted or replaced in order to maintain adequate services to the Remainder Lands, (iii) the granting of, and any work in respect of, easements, utility rights of way or other interests required to be granted by applicable authorities or providers of utilities, telecommunications (including fibre optic) or drainage services in connection with any work contemplated under (ii), and (iv) reconfiguring the existing lights referred to in Section 11.2 of this Agreement so that they are directed to light only on the Remainder Lands as much as possible, provided that Operational Changes shall not include any work required for off-site servicing of the Lands.

"**Operational Change Costs**" means all costs and expenses of any kind (including planning, engineering, project management and construction costs) which are incurred and relate to Operational Changes and any value added, sales, goods and services or similar tax which may be imposed on any such amounts pursuant to any federal, provincial, state or local legislation which is or may be enacted.

"**Parties**" means all of the parties who have signed this Agreement, and "**Party**" means any one of them as the context requires.

"**Permitted Encumbrances**" means the Encumbrances identified or described in Schedule "C".

"**Person**" shall be construed broadly and shall include individuals, corporations, general or limited partnerships, joint ventures, trusts, unincorporated bodies or associations, and governments and governmental bodies.

"**Plan of Subdivision**" means the plan of subdivision that, subject to Subdivision Approval, will upon registration at the applicable land titles office create one or more separate titles to the Lands.

"**Purchase Price**" means $7,500,000.00.

"**Purchaser's Closing Deliveries**" means the Purchase Price and all other amounts due to the Vendor under this Agreement as of Closing, the Ancillary Documents, and all other documents, instruments, payments and deliveries (whether expressly stated in this Agreement or not) which are required by the Vendor (acting reasonably) to be delivered by the Purchaser in order to complete the Transactions.

"**Purchaser's Conditions**" means the conditions for the sole benefit of the Purchaser set out in Section 4.3.

"**Railway Infrastructure**" means all railway infrastructure and related materials,including without limitation railway tracks and railway ties, located on the Broad Street Overpasses.

"**Remainder Lands**" means the portion of the Unsubdivided Lands that are to be retained by the Vendor following registration of the Plan of Subdivision and the transfer of the Lands to the Purchaser.

"**Subdivision Approval**" means the final approval of the Plan of Subdivision and the issuance of all required authorizations by all applicable authorities, and the expiry of all applicable appeal periods in respect thereof.

"**Subdivision Condition**" means the condition precedent set forth in Section 4.1.

"**Subdivision Costs**" means all costs and expenses that arise or may be incurred in connection with the Plan of Subdivision, the Subdivision Approval, and the satisfaction of the Subdivision Condition and applicable planning legislation requirements, including all planning and survey costs and all application fees, charges, costs, levies and other subdivision fees or assessments.

"**Transactions**" means all of the transactions provided for or contemplated in this Agreement, including the purchase and sale of the Lands and the execution, delivery and (where applicable) registration of the Ancillary Documents.

"**Unsubdivided Lands**" means the lands identified or described in Schedule "B".

"**Vendor's Closing Deliveries**" means a registrable transfer of the Lands, the Ancillary Documents, and all other documents, instruments, payments and deliveries (whether expressly stated in this Agreement or not) which are required by the Purchaser (acting reasonably) to be delivered by the Vendor in order to complete the Transactions.

"**Vendor's Conditions**" means the conditions for the sole benefit of the Vendor set out in Section 4.2.

1.2 **Other Matters of Interpretation**

In this Agreement:

(a) words in one gender include all genders;

(b) words in the singular include the plural and vice versa;

(c) the division into Articles, Sections, Schedules and other subdivisions, and the use of any headings or table of contents, are for convenience of reference only and shall not affect its construction or interpretation;

(d) all references to an Article, Section, Clause, Paragraph, Schedule or Exhibit are to those contained in this Agreement unless the context otherwise requires;

(e) "include", "includes" or "including" shall be deemed to be followed in all cases by the words "without limitation", and "include", "includes" or "including" shall be construed as presenting some (but not necessarily all) examples of a matter and shall not be construed as limiting the interpretation of that matter or presenting an exhaustive listing;

(f) "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular section or portion of it;

(g) if a term is defined, a derivative of that term shall have a corresponding meaning unless the context otherwise requires;

(h) unless otherwise specified, all references to any statute include the regulations under that statute and all applicable legally binding guidelines, bulletins or policies made in connection therewith, in each case as amended, re-enacted, consolidated or replaced from time to time, and in the case of any such amendment, re-enactment, consolidation or replacement, a reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision;

(i) references to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto;

(j) in the event of any conflict or inconsistency between the terms and conditions in the body of this Agreement and those in any Schedule or Exhibit to this Agreement or any other agreement required or entered into pursuant to this Agreement, the terms and conditions in the body of this Agreement shall govern and take precedence and the Parties (acting in good faith) shall take such steps as may be required or desirable to amend or conform the conflicting or inconsistent provisions thereof to this Agreement; and

(k) unless otherwise defined herein, words or abbreviations which have well-known industry or trade meanings are used herein with those meanings.

1.3 **Knowledge of the Vendor**

Where any representation, warranty or other statement in this Agreement is expressed to be made "**to the knowledge of**" or "**to the best knowledge of**" the Vendor, that statement shall mean and be restricted to only the knowledge of each the following representatives of the Vendor as of the particular time the representation, warranty or other statement is made or deemed to be made, and shall be limited to the matters, circumstances or statements referred to opposite their title/position:

Representative of Vendor	Matter, Circumstance or Statement
The person who, at the relevant time, is the "Corporate Secretary" of Canadian Pacific Railway Company	The representation and warranty stated in Section 8.1(c) of this Agreement
The person who, at the relevant time, is the "Manager, Real Estate, Prairies" of Canadian Pacific Railway Company	The representations and warranties stated in Sections 8.1(d), 8.1(e), 8.1(f) and 8.2(d) of this Agreement
The person who, at the relevant time, is the "Manager Utility/Miscellaneous Agreements and Telecom Support, Real Estate - Western Canada" of Canadian Pacific Railway Company	The representation and warranty stated in Section 8.1(h) of this Agreement

A representative of the Vendor shall be considered to have "**knowledge**" of a particular matter, circumstance or statement as of the particular time the representation, warranty or other statement is made or deemed to be made if and only if such representative has actual knowledge of such matter, circumstance or statement as of that particular time, and the Parties acknowledge and agree that for all purposes of this Agreement the knowledge of such representative shall not under any circumstances mean, deem or include constructive or implied knowledge, or any knowledge that might otherwise be assumed of, attributed or inferred to such individual representative by reason of his or her position, length of service, current or past duties or responsibilities, expertise or seniority. The Vendor shall only be obligated to make reasonable inquiries of the representative(s) identified above in respect of the matters, circumstances or statements referred to opposite their names in order to ascertain the actual knowledge of such representative(s) as of a particular time, and other than those inquiries to ascertain such actual knowledge the Vendor and such representative(s) shall be under no obligation or duty whatsoever to conduct any additional inquiries or investigations concerning the existence, possibility or absence of such matters, circumstances or statements.

1.4 **Governing Law**

This Agreement shall be governed and interpreted in accordance with the laws of the Province of Saskatchewan.

1.5 **Schedules**

The following Schedules are incorporated into and form an integral part of this Agreement:

Schedule "A"	-	Lands
Schedule "B"	-	Unsubdivided Lands
Schedule "C"	-	Permitted Encumbrances
Schedule "D"	-	Form of Restrictive Covenant
Schedule "E"	-	Form of Lease
Schedule "F"	-	Form of Pedestrian Crossing Agreement
Schedule "G"	-	Form of Bill of Sale
Schedule "H"	-	Form of Easement Agreement
Schedule "I"	-	Sketch Plan

ARTICLE 2
PURCHASE AND SALE

2.1 **Purchase and Sale**

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell the Lands to the Purchaser, and the Purchaser agrees to pay the Purchase Price to the Vendor and to purchase the Lands from the Vendor, free and clear of all Encumbrances other than Permitted Encumbrances.

2.2 **Closing**

Closing of the Transactions shall be completed in the manner contemplated in this Agreement on the Closing Date, or on such earlier or later date as the Parties may agree upon in writing.

2.3 **Transfer of Risk**

Subject to the terms of the Lease, the Lands shall be at the risk of the Vendor until 12:01 p.m. on the Closing Date, and after that the Lands shall be at the risk of the Purchaser.

ARTICLE 3
DEPOSIT AND PAYMENTS

3.1 **Payment of Deposit**

The Deposit shall be paid by the Purchaser to the Vendor no later than the third (3^{rd}) Business Day following execution of this Agreement by the Purchaser. The Deposit shall be held by the Vendor or the Vendor's solicitors in an interest bearing account.

3.2 **Payment of Balance of Purchase Price**

The Deposit shall be credited to the Purchase Price upon Closing. The balance of the Purchase Price (subject to adjustments as herein provided) shall be paid by the Purchaser to the Vendor or the Vendor's solicitors at Closing.

3.3 **Interest on Deposit**

All interest earned on the Deposit, whether the Deposit is ultimately retained by the Vendor or returned to the Purchaser, shall be for the sole benefit of the Purchaser.

3.4 **Taxes**

(a) The Purchase Price excludes taxes of any kind. The Purchaser shall be responsible for the payment of, and shall indemnify and save the Vendor harmless from, all taxes of any kind that may arise in connection with the Transactions (including any land transfer taxes), other than taxes payable by the Vendor on its income or gains from the Transactions.

(b) The Parties acknowledge that the sale of the Lands is an exigible transaction in accordance with the *Excise Tax Act* (the "**Act**"). The Vendor shall not be required to collect applicable Goods and Services Tax ("**GST**") on the basis that the Purchaser hereby confirms that as of the date of this Agreement and on the Closing Date it shall be a registrant for purposes of the Act. The Purchaser's GST registration no. is **[•]**. If on the Closing Date the Purchaser is no longer a registrant for purposes of the Act, it shall pay to the Vendor all applicable GST.

ARTICLE 4
CONDITIONS PRECEDENT

4.1 **Mutual Conditions**

The Vendor's obligation to sell the Lands to the Purchaser and complete the Transactions, and the Purchaser's obligation to purchase the Lands from the Vendor and complete the Transactions, is subject to the satisfaction of the Mutual Conditions that on or before December 14, 2012:

(a) the Purchaser, on behalf of the Vendor, shall have submitted the Plan of Subdivision to the applicable authorities;

(b) the Purchaser, on behalf of the Vendor, shall have obtained the Subdivision Approval; and

(c) the Purchaser, on behalf of the Vendor, shall have obtained a Transform Approval Certificate (the "**Transform Approval Certificate**") corresponding to the proposed Plan of Subdivision or one or more separate titles for the Lands shall have been created by registration of the Plan of Subdivision at the applicable Land Titles such that, following such registration, the Lands may be conveyed by the Vendor to the Purchaser on the Closing Date in accordance with this Agreement,

where all of the foregoing shall have occurred on terms and conditions that are substantially in compliance with Article 5 and otherwise satisfactory to the Vendor and the Purchaser, each acting reasonably. Each of the Mutual Conditions are hereby declared to be a true condition precedent for the mutual benefit of the Vendor and the Purchaser.

4.2 **Vendor's Conditions**

The Vendor's obligation to sell the Lands to the Purchaser and complete the Transactions is subject to the satisfaction, as of or prior to the dates specified below, of each of the following Vendor's Conditions (any of which may be waived by the Vendor, in whole or in part), each of which is hereby declared to be for the exclusive benefit of the Vendor:

(a) On or before November 30, 2012, the Vendor shall have declared the Lands to be surplus to its railway operations, such declaration to be in the sole and absolute discretion of the Vendor.

(b) On or before November 30, 2012, the Vendor shall have received a legal opinion from the Purchaser's solicitors (or other solicitors acceptable to the Vendor) which is satisfactory to the Vendor and the Vendor's solicitors, each acting reasonably, and which addresses, *inter alia*, the due authorization, execution and enforceability of this Agreement.

(c) On or before December 14, 2012, the Vendor shall have become satisfied, in its sole and absolute discretion, with the anticipated Operational Change Costs.

4.3 **Purchaser's Conditions**

The Purchaser's obligation to purchase the Lands from the Vendor and complete the Transactions is subject to the satisfaction, as of or prior to the dates specified below, of each of the following Purchaser's Conditions (any of which may be waived by the Purchaser, in whole or in part), each of which is hereby declared to be for the exclusive benefit of the Purchaser:

(a) On or before November 30, 2012, the Purchaser shall have become satisfied, in its sole and absolute discretion, with the environmental condition of the Lands; the Vendor shall provide the Purchaser and its consultants with reasonable access to the Lands for the purpose of carrying out environmental investigations in accordance with the terms of an Access Agreement between the parties March 9, 2012.

(b) On or before November 30, 2012, the Purchaser shall have obtained the approval of City Council to purchase the Lands and complete the Transactions, such approval to be in the sole and absolute discretion of City Council.

4.4 **Effect of Conditions and Rights of Termination**

(a) The satisfaction of the Mutual Conditions shall require a joint written notice of satisfaction signed by the Parties exchanged between them. The Mutual Conditions are true conditions precedent and may not be waived, even by mutual agreement of the Parties. If satisfaction of any Mutual Condition has not occurred on or prior to the time specified in Section 4.1 for satisfaction of that Mutual Condition, then this Agreement shall automatically terminate. If written notice of satisfaction of a Mutual Condition has not been signed by the Parties on or prior to the time specified in Section 4.1 for satisfaction of that Mutual Condition, that Mutual Condition shall be deemed to be neither satisfied nor waived, and this Agreement shall automatically terminate. Notwithstanding the foregoing, the date specified in Section 4.1 for satisfaction of any Mutual Condition may be extended by mutual written agreement of the Parties to any date that is on or prior to the Closing Date.

(b) The satisfaction or waiver of the Vendor's Conditions shall require written notice of satisfaction or waiver given by the Vendor to the Purchaser. If any Vendor's Condition has not been satisfied or waived by the Vendor on or prior to the time specified in Section 4.2 for the satisfaction or waiver of that Vendor's Condition, the Vendor may terminate this Agreement by giving written notice of termination to the Purchaser, and upon the giving of such notice of termination this Agreement shall terminate. If written notice of satisfaction or waiver of a particular Vendor's Condition has not been given by the Vendor on or prior to the time specified in Section 4.2 for satisfaction or waiver of that Vendor's Condition, that Vendor's Condition shall be deemed to be neither satisfied nor waived, and this Agreement shall automatically terminate.

(c) The satisfaction or waiver of the Purchaser's Conditions shall require written notice of satisfaction or waiver given by the Purchaser to the Vendor. If any Purchaser's Condition has not been satisfied or waived by the Purchaser on or prior to the time specified in

Section 4.3 for the satisfaction or waiver of that Purchaser's Condition, the Purchaser may terminate this Agreement by giving written notice of termination to the Vendor, and upon the giving of such notice this Agreement shall terminate. If written notice of satisfaction or waiver of a particular Purchaser's Condition has not been given by the Purchaser on or prior to the time specified in Section 4.3 for satisfaction or waiver of that Purchaser's Condition, that Purchaser's Condition shall be deemed to be neither satisfied nor waived, and this Agreement shall automatically terminate.

(d) Upon termination of this Agreement (whether by notice of termination or automatic termination), the Vendor and the Purchaser shall each be released from their respective rights and obligations under this Agreement, excepting (i) any right or obligation which is expressly stated herein to survive the termination of this Agreement, and (ii) any right or obligation provided for in any of Sections 13.1, 13.2 or 13.3. Notwithstanding the preceding sentence, if this Agreement is terminated as the result of the Purchaser's Condition described in 4.3(b) not having been satisfied or waived, the Purchaser shall promptly reimburse the Vendor for all reasonable out-of-pocket costs and expenses incurred by the Vendor in connection with the preparation, negotiation, performance of its obligations or otherwise in connection with this Agreement to and including the date of termination, including legal fees on a solicitor and its own client basis and planning, engineering, appraisal and other out of pocket costs and expenses incurred by the Vendor; provided however that the Purchaser shall not be responsible in any way for any costs incurred by the Vendor prior to January 1, 2012. The provisions of this Section 4.4(d) shall survive termination of this Agreement.

ARTICLE 5
SUBDIVISION BY PURCHASER

5.1 Application for Subdivision Approval

The Purchaser acknowledges that the Lands are presently part of the Unsubdivided Lands described in Schedule "B". Subject to Section 5.2, the Purchaser shall forthwith apply for Subdivision Approval subdividing the Lands from the Unsubdivided Lands and the Purchaser shall be responsible for completion of all matters in respect of such subdivision application, provided that the Vendor shall provide commercially reasonable support and cooperation to the Purchaser to assist the Purchaser with such matters including permitting the Purchaser to make all necessary applications in respect of the Subdivision Approval in the name of the Vendor.

5.2 Preparation of Plan of Subdivision

The Vendor shall, at its sole costs, cause a qualified surveyor to prepare the Plan of Subdivision and submit it to the Purchaser for its approval on or before August 31,.

5.3 Subdivision of Lands from Unsubdivided Lands

Upon approval of the Plan of Subdivision by the Purchaser pursuant to Section 5.2, the Purchaser shall undertake and pursue with due diligence, using its reasonable best efforts, all actions which may be required in order to obtain the Transform Approval Certificate or to subdivide the Lands from the Unsubdivided Lands on or before December 14, 2012. The Purchaser shall not Encumber or do anything that permits or causes the Unsubdivided Lands to be Encumbered, or otherwise makes the Vendor liable to any competent authority as a result of the application for Subdivision Approval or any conditions imposed in respect thereof, or any requirements pursuant to the planning legislation of the Province of Saskatchewan. The Purchaser shall comply, at its expense, with any and all terms and conditions arising out of the Subdivision Approval, including satisfaction of all municipal reserves and dedications (which reserves and dedications shall not be satisfied out of the Remainder Lands), acreage assessment, offsite costs, boundary costs or other charges or obligations to or imposed by applicable authorities arising out of the Subdivision Approval. Upon obtaining Subdivision Approval, the Purchaser

shall forthwith provide the Vendor with a copy of such Subdivision Approval and any conditions of such Subdivision Approval, and within 5 Business Days following the Vendor's receipt thereof, the Vendor and the Purchaser shall each notify the other, in writing, of their approval or disapproval, with reasons, of any such conditions of Subdivision Approval. Satisfaction of the Subdivision Condition shall not have occurred until both Parties approve of the conditions of Subdivision Approval. Following their written approval of such conditions of Subdivision Approval, if any, the Vendor and the Purchaser shall confirm to each other in writing that the Subdivision Condition has been satisfied, and, subject to the waiver or satisfaction of the Purchaser's Conditions and the Vendor's Conditions, or at any earlier date that may be selected by the Vendor in its sole and absolute discretion, the Vendor shall forthwith cause the Plan of Subdivision to be registered (provided that the Parties agree that if the Subdivision Condition has been satisfied by the Purchaser obtaining a Transform Approval Certificate, the Vendor may elect to cause the Transform Approval Certificate to be registered at Closing immediately prior to registration of the transfer contemplated under Section 7.1 of this Agreement).

5.4 **Subdivision Costs**

Subject to sections 5.1 and 5.2, the Purchaser shall be responsible for all Subdivision Costs.

5.5 **Vendor's Right to Apply for Subdivision Approval**

If the Purchaser fails to demonstrate to the Vendor, acting reasonably, that the Purchaser is expeditiously applying for Subdivision Approval, the Vendor shall be entitled to do so.

ARTICLE 6
RELOCATION AND OPERATIONAL CHANGE COSTS

6.1 **Conduct of Operational Changes; Operational Changes Agreement**

All relocation and other work of any kind that is necessary or advisable in connection with the Operational Changes shall be carried out by the Vendor, subject to the provisions of Section 6.2.

6.2 **Operational Change Costs** The Vendor shall be responsible for, and shall pay when due, all Operational Change Costs. Notwithstanding anything to the contrary, the Vendor shall not be responsible for any costs or expenses in connection with work required for off-site servicing of the Lands.

6.3 **Survival**

For greater certainty, all of Sections 6.1 through 6.2 inclusive shall survive termination of this Agreement, and Closing.

ARTICLE 7
CLOSING, ADJUSTMENTS AND POSSESSION

7.1 **Transfer of Lands at Closing**

Subject to:

(a) satisfaction of the Mutual Conditions;

(b) satisfaction or waiver of the Vendor's Conditions;

(c) compliance and performance by the Purchaser with all of its covenants and obligations under this Agreement applicable to and including Closing; and

(d) receipt by the Vendor or the Vendor's solicitors of the Purchase Price and all other amounts due to the Vendor as of Closing in respect of the Transactions,

the Vendor shall convey its interest in the Lands to the Purchaser at Closing by transfer of an estate in fee simple to the Lands, prepared and delivered by the Vendor, subject only to the Permitted Encumbrances. The Vendor shall bear the cost of clearing title to the Lands of any Encumbrances other than the Permitted Encumbrances. The Purchaser shall be responsible for the cost of the registration fees for the Transactions.

7.2 **Closing Mechanics**

Notwithstanding the completion of the acquisition of the Lands by the Purchaser on the Closing Date, the Purchaser shall grant to the Vendor, at Closing, a lease back of the Lands upon the terms and conditions set forth in the Lease.

7.3 **Closing Mechanics**

To facilitate Closing:

(a) the Vendor shall, subject to satisfaction of the Mutual Conditions and the satisfaction or waiver of the Vendor's Conditions, deliver the Vendor's Closing Deliveries to the Purchaser or the Purchaser's solicitors on or before the Closing Date; and

(b) the Purchaser shall, subject to the satisfaction of the Mutual Conditions and the satisfaction or waiver of the Purchaser's Conditions, deliver the Purchaser's Closing Deliveries to the Vendor or the Vendor's solicitors on or before the Closing Date.

A Party may deliver its Closing Deliveries subject to reasonable and customary trust conditions or undertakings used in the Province of Saskatchewan for matters similar to the Transactions. Any Purchaser's Closing Deliveries which are delivered subject to such reasonable trust conditions or undertakings shall be held until the transfer of the Lands to the Purchaser has been satisfactorily registered, and upon such satisfactory registration those Purchaser's Closing Deliveries shall be unconditionally released to the Vendor.

7.4 **Ancillary Documents**

At Closing, and without limiting the generality of Section 7.3, the Parties shall execute and deliver to each other the following Ancillary Documents:

(a) an agreement acceptable to the Parties whereby the Vendor assigns and the Purchaser assumes all rights and obligations with respect to the Consolidated Fastfrate Lease, provided that in connection with the execution and delivery of such agreement the Purchaser shall be entitled to an estoppel certificate from the then current tenant under the Consolidated Fastfrate Lease, or, if such tenant is unwilling to deliver an estoppel certificate, a landlord's certificate from the Vendor, in either case on reasonable and customary terms and conditions;

(b) an agreement acceptable to the Parties whereby the Vendor assigns and the Purchaser assumes all rights and obligations with respect to the registered and unregistered Permitted Encumbrances identified or described in Sections 3 of Schedule "C";

(c) the Restrictive Covenant attached as Schedule "D";

(d) the Lease attached as Schedule "E";

(e) the Pedestrian Crossing Agreement attached as Schedule "F";

(f) if at Closing the Purchaser is a registrant under the Act, a declaration and indemnity of the Purchaser confirming that it is a registrant under the Act and agreeing to indemnify the Vendor for any amounts for which the Vendor may become liable as a result of any failure by the Purchaser to pay the GST payable in respect of the sale of the Lands;

(g) the Bill of Sale attached as Schedule "G"; and

(h) the Easement Agreement attached as Schedule "H".

7.5 **Customary Adjustments**

The Parties shall make the customary adjustments at Closing for realty taxes, rents, levies, local improvements (if applicable) or any other incoming and outgoings with respect to the Lands. When the Plan of Subdivision has been finalized by the surveyor preparing same, the Vendor shall deliver to the Purchaser confirmation as to the exact area of the Lands as certified by such surveyor. Notwithstanding the actual area of the Lands, it is acknowledged and agreed that there shall be no adjustment to the Purchase Price.

7.6 **Possession**

Subject to:

(a) satisfaction of the Mutual Conditions;

(b) satisfaction or waiver of the Vendor's Conditions;

(c) compliance and performance by the Purchaser with all of its covenants and obligations under this Agreement applicable to and including Closing; and

(d) receipt by the Vendor or the Vendor's solicitors of the Purchase Price and all other amounts due to the Vendor as of Closing,

the Purchaser shall be given possession of the Lands on the Closing Date, free of all Encumbrances other than Permitted Encumbrances. The Purchaser acknowledges and accepts that its ownership and possession of the Lands will be subject to the Permitted Encumbrances and the Lease.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

8.1 **Representations and Warranties Respecting Vendor**

The Vendor represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying on such representations and warranties:

(a) this Agreement has been authorized, executed and delivered by the Vendor, and, subject to the satisfaction of the Mutual Conditions and the satisfaction or waiver of the Vendor's Conditions, as of the Closing Date the completion of the Transactions will have been duly authorized by all requisite corporate actions on the part of the Vendor;

(b) the Vendor is a corporation duly existing under the laws of Canada that has the necessary corporate authority, power and capacity to own the Lands, to enter into this Agreement, and to complete the Transactions in accordance with the terms and conditions of this Agreement;

(c) to the knowledge of the Vendor, the completion of the Transactions in accordance with the terms and conditions of this Agreement will not result in the violation of any of the provisions of the constating documents or by-laws of the Vendor;

(d) to the knowledge of the Vendor, and excepting anything in respect of which a consent, approval or release will be obtained and delivered to the Purchaser at Closing, the Vendor is not a party to, bound or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-laws, judgment, decree or law which would prevent, or be violated, contravened or breached by, or under which default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the Transactions by the Vendor;

(e) to the knowledge of the Vendor, no consents or approvals are required in order to permit the transfer, assignment and conveyance of the Lands to the Purchaser in accordance with the terms and conditions of this Agreement, other than (i) the Subdivision Approval, (ii) any other consents or approvals as may be required or advisable in order to satisfy the Mutual Conditions or the Vendor's Conditions including the internal consents from departments or business units of the Vendor in connection with the declaration that the Lands will be surplus to its railway operations, and (iii), any other consents or approvals that will be provided by the Vendor to the Purchaser at Closing;

(f) to the knowledge of the Vendor (i) there is no litigation, claim or proceeding to which the Vendor is a party (including appeals or applications for review) before any domestic court, governmental department, commission, board, bureau or agency which is in progress which materially adversely affects the Lands, and (ii) there is not presently outstanding against the Vendor or the Lands any judgment, decree, injunction, or order of any court, governmental department, commission, agency or arbitrator which materially adversely affects the Lands;

(g) the Vendor is not now nor will it be on the Closing Date a non-resident of Canada for the purposes of the Income Tax Act (Canada), and it is not the agent or trustee of any person, firm or corporation with an interest in the Lands who is a non-resident of Canada for the purposes of the Income Tax Act (Canada); and

(h) the Vendor has delivered to the Purchaser true copies of those agreements listed in Section 3 of Schedule "C" as "Unregistered Encumbrances" items (a), (b) and (c), and, to the knowledge of the Vendor (i) such agreements have not been modified in writing or replaced, (ii) such agreements are in full force and effect, and (iii) the Vendor is not in material default thereunder.

8.2 **Representations and Warranties Respecting the Lands**

The Vendor represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying on such representations and warranties:

(a) the Vendor is the registered and beneficial owner of the Unsubdivided Lands, subject to the Permitted Encumbrances;

(b) subject to the satisfaction of the Mutual Conditions and the satisfaction or waiver of the Vendor's Conditions, as of Closing the Vendor will be the registered owner and beneficial owner of the Lands, subject to the Permitted Encumbrances and any other Encumbrances arising after the date of this Agreement which will be discharged by the Vendor at or contemporaneously with Closing;

(c) no person, firm or corporation (other than the Purchaser) has any agreement or option or any other right capable of becoming an agreement or option for the purchase of all or any part of, or interest in, the Lands; and

(d) to the knowledge of the Vendor, and other than the Permitted Encumbrances, there are no leases, licenses, agreements to lease or any other tenancy agreements or any other agreements granting any right of use or occupancy of any portion of the Lands which are currently in effect, and, as of Closing, and other than Permitted Encumbrances and any other Encumbrances which will be discharged at or contemporaneously with Closing, there will be no leases, licenses, agreements to lease or other tenancy agreements with respect to the Lands, provided that in the event of any breach by the Vendor of the representation and warranty contained in this Section 8.2(d), the Vendor, subject to Section 8.5, shall be liable for, and the Purchaser shall not be deemed to have assumed from the Vendor pursuant to this Agreement or the Ancillary Documents or other documents executed at Closing, the applicable lease, license, agreement to lease or other tenancy agreement or other agreement granting any right of use or occupancy of any portion of the Lands which has given rise to that breach.

8.3 **Accuracy and Scope of Representations and Warranties**

From the date hereof until the Closing Date, the Vendor shall not do or omit to do anything which a reasonably careful and prudent owner acting reasonably in the circumstances would not do or omit to do, or which would knowingly cause any of the representations and warranties of the Vendor contained in this Agreement to become materially untrue or materially incorrect as of Closing. Notwithstanding the foregoing or anything else to the contrary, but subject to the material accuracy of the representations and warranties of the Vendor contained in this Agreement, the Purchaser acknowledges and confirms for itself and its successors and assigns that the Lands are being purchased and acquired by the Purchaser in their condition and state as of the Closing Date, subject to only the express representations, warranties and covenants of the Vendor contained in this Agreement, and for greater certainty the Lands are being purchased and acquired by the Purchaser (a) without any agreement, representation, warranty or covenant as to the suitability of the Lands for any particular purpose, the existence of latent defects, or the quality or condition of the Lands, environmental or otherwise, and (b) subject to the assumption by the Purchaser of all claims, liabilities, suits, actions, penalties, and investigations in progress or which may arise in the future directly or indirect with respect to the Lands or the condition thereof.

8.4 **Restatement of Representations and Warranties as of Closing Date**

All of the representations and warranties of the Vendor contained in this Agreement shall be deemed to have been made again by the Vendor as of and on the Closing Date.

8.5 **Survival**

All of the representations and warranties of the Vendor contained in this Agreement shall survive Closing for a period of two years from and after the Closing Date. To commence and maintain any action or claim against the Vendor in respect of any breach of any of the representations or warranties of the Vendor contained in this Agreement, the Purchaser shall be required to give written notice of such action or claim to the Vendor prior to the second anniversary of the Closing Date, and shall be required to file and serve upon the Vendor a statement of claim with respect to such action or claim no later than six (6) months after giving the Vendor such written notice.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

9.1 **Representation and Warranties Respecting the Purchaser**

The Purchaser represents and warrants to the Vendor as follows, and acknowledges that the Vendor is relying on such representations and warranties:

(a) this Agreement has been authorized, executed and delivered by the Purchaser, and, subject to the satisfaction of the Mutual Conditions and the satisfaction or waiver of the Purchaser's Conditions, as of the Closing Date the completion of the Transactions will have been duly authorized by all requisite corporate actions on the part of the Purchaser;

(b) the Purchaser is a corporation duly existing under the laws of Saskatchewan that has the necessary corporate authority, power and capacity to acquire and own the Lands, to enter into this Agreement, and to complete the Transactions in accordance with the terms and conditions of this Agreement;

(c) the completion of the Transactions in accordance with the terms and conditions of this Agreement will not result in the violation of any of the provisions of the constating documents or by-laws of the Purchaser; and

(d) excepting anything in respect of which a consent, approval or release will be obtained and delivered to the Vendor at Closing, the Purchaser is not a party to, bound or affected by, or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-laws, provision, statute, regulation, judgment, decree or law which would prevent, be violated, contravened or breached by, or under which default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the Transactions by the Purchaser.

9.2 **Repetition of Representations and Warranties**

All of the representations and warranties of the Purchaser contained in this Agreement shall be deemed to have been made again by the Purchaser as of and on the Closing Date.

9.3 **Survival**

All of the representations and warranties of the Purchaser contained in this Agreement shall survive Closing for a period of two years from and after the Closing Date. To commence and maintain any action or claim against the Purchaser in respect of any breach of any of the representations or warranties of the Purchaser contained in this Agreement, the Vendor shall be required to give written notice of such action or claim to the Purchaser prior to the second anniversary of the Closing Date, and shall be required to file and serve upon the Purchaser a statement of claim with respect to such action or claim no later than six (6) months after giving the Purchaser such written notice.

ARTICLE 10
CONDITION OF LANDS

10.1 **Acknowledgement Regarding Condition of Lands**

The Purchaser acknowledges that it has had the opportunity for inspection and testing of the Lands, and acknowledges that the Lands have been used for railway operations and/or industrial purposes and, in particular, for purposes of the operations of a railway right-of-way. The Purchaser agrees that the Vendor has made no agreement, representation or warranty of any kind as to the condition, environmental or otherwise, of the Lands, or as to the fitness or suitability of the same for the

uses intended by the Purchaser, or as to existing or potential environmental liabilities in relation to the Lands latent (whether known or not) or otherwise, except as may be specifically provided for in this Agreement. The Purchaser agrees that it is responsible for satisfying itself as to the condition and the fitness for its intended use of the Lands in all respects and that it has inspected and tested the Lands to its satisfaction, and the Purchaser agrees that it shall be conclusively deemed to be satisfied with the condition of the Lands and to have accepted the Lands on an "as is" basis, and to have relied entirely on its own judgment, inspection and testing in connection with the acquisition of the Lands. The Purchaser agrees to indemnify and save harmless the Vendor from and against any and all claims, liens, builders' liens, demands, expenses, losses, costs, charges, awards, actions and proceedings whatsoever made or brought against, suffered or incurred by or arising out of the Purchaser's use or occupancy of the Lands prior to or after the Closing Date. This covenant of the Purchaser to so indemnify the Vendor will survive any termination of this Agreement. The Purchaser shall give to the Vendor without charge any survey or report and the results of any tests made by or on behalf of the Purchaser whether or not the sale of the Lands is completed pursuant to the terms of this Agreement.

10.2 **Assumption by Purchaser of Obligations and Liabilities**

Subject to the terms of the Lease, from and after the Closing Date, the Purchaser shall assume all liabilities and obligations relating to the condition, environmental or otherwise, of the Lands, whether such liability arose before or after the Closing Date, including but not limited to any liability for clean-up of any substance at any time on or under the Lands or ground or surface water on or under the Lands. The Purchaser agrees that this shall include, without limiting the generality of the foregoing, all liabilities and obligations, past, present or future imposed by statute, regulation, the exercise of discretion (as permitted by statute or regulation), regulatory order for reclamation or remediation of the Lands in any manner whatsoever or the taking of any action in any way related to the quality of the soil, surface water, groundwater, air or organisms on or under the Lands. Notwithstanding the foregoing, the liabilities assumed by the Purchaser under this clause shall expressly not include any liability or obligation on the part of the Purchaser in any way related to, arising or caused by any Hazardous Materials emanating or migrating from the Remainder Lands from and after the Closing Date.

10.3 **Indemnification of Vendor**

Subject to the terms of the Lease, from and after the Closing Date, the Purchaser hereby releases and discharges the Vendor, its directors, officers, employees and agents from and against any and all claims, demands, liabilities, losses, damages and expenses whatsoever, direct or indirect, incurred or suffered by the Purchaser, including, but not limited to, those made or imposed at any time by any lawful authority, with respect to: (a) the condition, including the environmental condition, of the Lands or improvements thereto, and (b) any reclamation or remediation of the Lands or improvements thereto as may be undertaken or required. Further, from and after the Closing Date, the Purchaser shall indemnify and save harmless the Vendor, its directors, officers, employees and agents from and against any claims, demands, liabilities, losses, damages and expenses whatsoever, direct or indirect, incurred or suffered by the Vendor, its directors, officers, employees and agents including, but not limited to, those made or imposed by any lawful authority with respect to: (a) the condition, including the environmental condition, of the Lands or improvements thereto; and (b) any reclamation or remediation of the Lands or improvements thereto as may be undertaken or required, notwithstanding that those claims may have been caused or contributed to by the negligence of the Vendor, its directors, officers, employees or agents. Notwithstanding the foregoing, the release and indemnity provided by the Purchaser under this clause shall expressly not include any liability or obligation on the part of the Purchaser in any way related to, arising or caused by any Hazardous Materials emanating or migrating from the Remainder Lands from and after the Closing Date, and the Vendor shall remain liable for and shall indemnify and save harmless the Purchaser from and against any and all claims, demands, liabilities, losses, damages and expenses whatsoever, direct or indirect, incurred or suffered by the Purchaser with respect to any such Hazardous Materials.

10.4 **Disclaimer Regarding Certain Liabilities**

The Purchaser agrees that the Vendor will have no liability as to the ownership of any improvements, materials, equipment or facilities installed or constructed upon the Lands by any public or private utility (including, without limitation, for telephone, telecommunications, cablevision or electrical distribution purposes) and that the Purchaser takes only the interest, if any, that the Vendor may have, in and to any improvements on the Lands.

10.5 **Removal of Railway Ties**

If requested by the Purchaser in writing, the Vendor shall, at its sole risk and expense, remove and dispose of all railway ties located on the surface of the Lands on or before the later of December 31, 2012 and the date of expiry or sooner termination of the term of the Lease. Notwithstanding the foregoing, it is expressly understood and agreed that the Purchaser shall be responsible, at its sole risk and expense, for the excavation of any railway ties located beneath the surface of the Lands.

10.6 **Survival**

For greater certainty, all of Sections 10.1 through 10.5 inclusive shall survive Closing.

10.7 **Liability for Breaches of Representations and Warranties**

Nothing in this Article 10 shall relieve the Vendor from liability to the Purchaser for any breach by the Vendor of the representations or warranties set forth in Article 8.

ARTICLE 11
FENCING, LIGHTING, GRADING AND DRAINAGE

11.1 **Fencing**

The Purchaser acknowledges and agrees that it shall be responsible for constructing a fence on the Lands just inside the boundary thereof (the "**Fence**") so that within 120 days after the later of December 31, 2013 and the date of expiry or sooner termination of the term of the Lease, no access shall be available from the Lands to the Remainder Lands. The plans and specifications for the Fence must first be submitted to and approved by the Vendor (acting reasonably) before the Purchaser commences any construction or other site work in respect of the Fence, provided that such approval shall not be required so long as the Fence is a chain link security type fence of a height not less than 1.83 metres (6 ft.) along the common property line or parallel to the property line not more than 10 metres from the property line. The Purchaser covenants and agrees to be responsible for the repair, replacement and maintenance of the Fence at its sole cost, excluding any gate supplied by the Vendor. Any such repair or replacement of the Fence shall be in conformity with the original specifications thereof unless otherwise agreed by the Vendor, such agreement not to be unreasonably withheld. The covenants and obligations set out in this paragraph shall survive the Closing and remain in full force and effect unless and until no longer required by the Vendor. The benefit of the Vendor pursuant to this paragraph shall be assignable or otherwise transferable at any time by the Vendor without the consent of the Purchaser. The Purchaser covenants and agrees that the obligations set out in this paragraph shall be binding on all transferees, successors, and assigns and the Purchaser agrees to have prepared and registered a restrictive covenant or other instrument as may be required by, and in a form satisfactory to, the Vendor and its solicitors in order to protect the Vendor's interest in having these obligations run with the land.

11.2 **Lighting**

The Purchaser does hereby acknowledge and agree that one or more light posts are present on the Remainder Lands in close proximity to the Lands, as more particularly shown on the site map attached as Schedule "A", and that light may emanate from such light posts (as same may be altered or

replaced from time to time) 24 hours a day, 365 days a year, which may affect the living and business environment of portions of the Lands including, without limitation, any persons residing, visiting or occupying premises or otherwise located on the Lands. The Purchaser hereby releases and discharges the Vendor, its directors, officers, employees and agents from and against any and all claims, demands, liabilities, losses, damages and expenses whatsoever, direct or indirect, incurred or suffered by the Purchaser, including, but not limited to, those made or imposed at any time by any lawful authority, with respect to such light posts or any light emanating therefrom. Notwithstanding the foregoing, the Vendor agrees to reconfigure the existing lights so that they are directed to light only on the Remainder Lands as much as possible.

11.3 **Grading and Drainage**

At all times from and after the Closing Date and notwithstanding the construction and repair, replacement and maintenance of any improvements to be constructed on the Lands by the Purchaser, the Purchaser covenants with the Vendor that it will not construct or permit construction of any such improvements on the Lands, nor grade or permit grading of the Lands, in any way that negatively impacts the natural storm drainage from the Remainder Lands onto the Lands, or that causes storm water drainage to flow from the Lands onto the Remainder Lands. Notwithstanding the foregoing, at any time after the Closing Date, the Purchaser may determine to grade and construct a laneway on the Lands such that natural stormwater drainage will flow from the Remainder Lands into such laneway and then into a storm drainage system to be constructed and located by the Purchaser in or about the location of such laneway. If such construction and grading of the laneway and the storm drainage system are completed, the Purchaser's covenant as aforesaid shall be replaced by the covenant to have effected the design, grading and construction of such laneway and storm drainage facility in accordance with applicable City of Regina standards, and to thereafter operate and maintain the laneway and storm drainage facility in accordance with applicable City of Regina standards. The Purchaser acknowledges that any negative impact to the natural storm drainage as currently exists could have significant financial consequences to the Vendor in the event that it disrupts its normal railway operations on the Remainder Lands. The covenants and obligations set out in this paragraph shall survive the Closing and remain in full force and effect unless and until no longer required by the Vendor. The benefit of the Vendor pursuant to this paragraph shall be assignable or otherwise transferable at any time by the Vendor without the consent of the Purchaser. The Purchaser covenants and agrees that the obligations set out in this paragraph shall be binding on all transferees, successors, and assigns and the Purchaser agrees to have prepared and registered a restrictive covenant in the form or substantially in the form set out in Schedule "D", or other instrument as may be required by, and in a form satisfactory to, the Vendor and its solicitors in order to protect the Vendor's interest in having these obligations run with the land.

Except for any drainage contemplated pursuant to Section 11.5, the Vendor covenants with the Purchaser that it will not construct or permit construction of any improvements on the Remainder Lands, nor grade or permit grading of the Remainder Lands, in any way that causes storm water drainage to flow from the Remainder Lands onto the Lands. The covenants and obligations set out in this paragraph shall survive the Closing and remain in full force and effect unless and until no longer required by the Purchaser. The benefit of the Purchaser pursuant to this paragraph shall be assignable or otherwise transferable at any time by the Purchaser without the consent of the Vendor. The Vendor covenants and agrees that the obligations set out in this paragraph shall be binding on all transferees, successors, and assigns and the Vendor agrees to have prepared and registered a restrictive covenant, or other instrument as may be required by, and in a form satisfactory to, the Purchaser and its solicitors in order to protect the Purchaser's interest in having these obligations run with the land.

11.4 **Binding Subsequent Acquirors of Lands**

The provisions set forth in this Article 11 shall survive Closing and shall remain in effect for so long as the Vendor's main operating rail lines are located on the Remainder Lands. In the event of a sale of all or a portion of the Lands by the Purchaser to a third party, the Purchaser shall arrange for such third party to provide a direct covenant, agreement and indemnity to the Vendor in respect of all matters set forth in this Article 11, and provided such third party has done so on terms acceptable to the Vendor, the

Purchaser shall thereafter be deemed to be released from all liabilities and obligations under this Article 11, as to the portion of the Lands so transferred to such third party, arising from and after the date such direct covenant, agreement and indemnity has been provided to the Vendor.

11.5 **Drainage Easement**

If requested in writing by the Vendor on or before the Closing Date, the Purchaser shall, at no charge to the Vendor, grant the Vendor an easement and right-of-way on, over or under such of the most easterly portion of the Lands as may reasonably be required by the Vendor for the purpose of drainage from the Remainder Lands, on the terms and conditions of the Purchaser's standard form of utility right of way agreement (a copy of which has been provided to and reviewed by the Vendor).

ARTICLE 12
OVERPASSES

12.1 **Broad Street Overpasses**

The Vendor shall transfer ownership, responsibility, liability and control of the Broad Street Overpasses to the Purchaser (to the extent it is within the power of the Vendor to do so) for total consideration of $1.00 as of the date the Vendor provides the Purchaser with vacant possession of the Lands in accordance with the terms of the Lease (the "Effective Date"), on the terms and conditions of the bill of sale attached hereto as Schedule "G" (the "Bill of Sale"). The Purchaser shall execute and deliver to the Vendor any documents required to transfer the Broad Street Overpasses on closing and the Vendor shall execute and deliver to the Purchaser the Bill of Sale when it delivers vacant possession of the Lands to the Purchaser.

From and after the Effective Date, the Purchaser shall indemnify and save harmless the Vendor, its directors, officers, employees and agents from and against any claims, demands, liabilities, losses, damages and expenses whatsoever, direct or indirect, incurred or suffered by the Vendor, its directors, officers, employees and agents, including but not limited to those made or imposed by any lawful authority, with respect to the Purchaser's use or occupancy of the Broad Street Overpasses, including without limitation any of the foregoing in relation to or in any way connected with the Purchaser's use, maintenance, repair, alteration or removal thereof, on the terms and conditions of the easement agreement attached hereto as Schedule "H" (the "**Easement Agreement**"). This covenant of the Purchaser will survive any termination of this Agreement.

The Purchaser will accept the Broad Street Overpasses on an as is, where is basis. The Purchaser agrees that the Vendor has made no agreement, representation or warranty of any kind as to the condition, environmental or otherwise, of the Broad Street Overpasses, or as to the fitness or suitability of the same for the uses intended by the Purchaser.

The Vendor shall, at no charge to the Purchaser, provide the Purchaser with reasonable access to the easement area identified in the Easement Agreement for the purpose of removing the Broad Street Overpasses, on the terms and conditions of the Easement Agreement.

Notwithstanding the transfer of the Broad Street Overpasses to the Purchaser, the Railway Infrastructure shall remain the Vendor's property notwithstanding that they may be permanently affixed to the Broad Street Overpasses. The Vendor may, at its sole risk and expense, freely remove any or all of the Railway Infrastructure from the Broad Street Overpasses at any time on or before July 31, 2014. Any Railway Infrastructure that has not been removed by the Vendor on or before July 31, 2014 shall be deemed abandoned and shall become the property of the Purchaser and may be used, sold or disposed of by the Purchaser in such manner as it deems advisable and the Vendor shall have no further rights thereto or obligations in respect thereof.

ARTICLE 12.A
PEDESTRIAN CROSSING

12.A.1 Pedestrian Crossing

Subject to the terms and conditions of the form of pedestrian crossing agreement attached as Schedule "F", the Vendor agrees to grant to the Purchaser the right to construct and operate a pedestrian overpass passing over the Remainder Lands allowing pedestrian access (which may include, in addition to foot traffic, bicycles or other forms of non-motorized transportation) between the Lands and the lands immediately south of the Remainder Lands.

ARTICLE 13
RIGHTS TO DEPOSIT AND REMEDIES

13.1 **Non-Satisfaction of Conditions Precedent**

If:

(a) any one or more of the Mutual Conditions are not satisfied within the times specified in Section 4.1 for doing so;

(b) written notice of the satisfaction or waiver of all of the Vendor's Conditions has not been provided by the Vendor within the times specified in Section 4.2 for doing so; or

(c) written notice of the satisfaction or waiver of all of the Purchaser's Conditions has not been provided by the Purchaser within the times specified in Section 4.3 for doing so,

then:

(i) the Deposit shall be repaid with interest to the Purchaser;

(ii) this Agreement shall terminate; and

(iii) upon such termination the Parties shall each be released from their respective rights and obligations under this Agreement, and neither shall have any further obligation to or recourse against the other, except in respect of any right or obligation which is expressly stated herein to survive the termination of this Agreement.

13.2 **Satisfaction of Conditions Precedent Followed by Purchaser's Failure to Close**

If:

(a) all of the Mutual Conditions are satisfied within the times specified in Section 4.1 for doing so;

(b) written notice of the satisfaction or waiver of all of the Vendor's Conditions has been provided by the Vendor within the times specified in Section 4.2 for doing so; and

(c) written notice of the satisfaction or waiver of all of the Purchaser's Conditions has been provided by the Purchaser within the times specified in Section 4.3 for doing so,

and the Purchaser thereafter fails to complete the Transactions in accordance with the terms of this Agreement, then:

(i) the Deposit shall be forfeited to the Vendor as a genuine pre-estimate of damages and not a penalty;

(ii) upon receipt of the Deposit, the Vendor shall have no further recourse against the Purchaser in respect of the Transactions; and

(iii) the Purchaser shall have no recourse against the Vendor in respect of the Transactions.

13.3 **Satisfaction of Conditions Precedent Followed by Vendor's Failure to Close**

If:

(a) all of the Mutual Conditions are satisfied within the times specified in Section 4.1 for doing so;

(b) written notice of the satisfaction or waiver of all of the Vendor's Conditions has been provided by the Vendor within the times specified in Section 4.2 for doing so; and

(c) written notice of the satisfaction or waiver of all of the Purchaser's Conditions has been provided by the Purchaser within the times specified in Section 4.3 for doing so,

and the Vendor thereafter fails to complete the Transactions in accordance with the terms of this Agreement, then:

(i) the Deposit shall be returned to the Purchaser with the interest accrued thereon; and

(ii) the Purchaser's sole remedy against the Vendor in respect of the Transactions and this Agreement shall be an action for specific performance of the Transactions, and, without limitation, the Vendor shall not be liable for damages and the Purchaser shall not be entitled to any other rights, remedies or other recourse against the Vendor, provided that if it is not possible for the Vendor to comply with an order for specific performance the Purchaser shall be entitled to pursue any other rights or remedies which may be available, excluding special, indirect, punitive or consequential damages.

13.4 **Remedies Following Closing**

If the Transactions are completed at Closing, then:

(a) the Purchaser shall after Closing, subject to the terms and conditions of this Agreement and the Ancillary Documents, have all rights and remedies available to it at law for any breach or non-performance by the Vendor of any of the express representations, warranties, covenants or agreements of the Vendor contained in this Agreement or any of the Ancillary Documents, including without limitation any action for specific performance or damages; and

(b) the Vendor shall after Closing, subject to the terms and conditions of this Agreement and the Ancillary Documents, have all rights and remedies available to it at law for any breach or non-performance by the Purchaser of any of the express representations, warranties, covenants or agreements of the Purchaser contained in this Agreement or any of the

Ancillary Document, including without limitation any action for specific performance or damages.

ARTICLE 14
MISCELLANEOUS

14.1 **Notices**

Any and all notices to be given or which may be given under this Agreement shall be given in writing and shall be delivered personally, or by facsimile, or by email in pdf format, addressed and given in each case as follows:

To the Vendor:

Canadian Pacific Railway Company
Suite 1100, Granville Square
200 Granville Street
Vancouver, BC, V6C 2R3
Attention: Director Real Estate West
Facsimile: (604) 643-3381

with a copy to:

Norton Rose Canada LLP
3700 Canterra Tower
400 Third Avenue SW
Calgary, AB, T2P 4H2
Attention: Bradley J. Hayden
Facsimile: (403) 264-5973
Email: brad.hayden@nortonrose.com

To the Purchaser

The City of Regina
2476 Victoria Avenue
Box 1790
Regina, SK S4P 3C8
Attention: Brent Sjoberg, Deputy City Manager & CFO
Facsimile: (306) 777-6560

with a copy to:

The City of Regina
2476 Victoria Avenue
Box 1790
Regina, SK S4P 3C8
Attention: Byron Werry, City Solicitor
Facsimile: (306) 777-6818

14.2 **Entire Agreement**

This Agreement forms the entire agreement between the Parties in respect of the Transactions, and all verbal or previous written undertakings and agreements, if any, are hereby cancelled and rendered null and void. The Parties agree that there are no agreements, representations, warranties,

covenants or conditions in respect of the Transactions other than those expressly stated in this Agreement.

14.3 **Confidentiality and Public Announcements**

(a) Both before and after Closing, the Parties shall maintain this Agreement in confidence and not disclose this Agreement, or any part of this Agreement, to any Person, and shall cause their respective officers, employees, agents and representatives to maintain this Agreement in confidence and not disclose this Agreement, or any part of this Agreement, to any Person. The obligations of confidentiality and non-disclosure herein contained shall be subject to the following exceptions: (i) any disclosure by a Party which has been approved in writing in advance by the other Party, (ii) such disclosure of this Agreement, or any part of this Agreement, as may be required by applicable laws or regulations (including those of any securities regulator or stock exchange), any governmental regulatory body, or any judicial process or order of a court or tribunal of competent authority, or (iii) disclosure of this Agreement, or any part of this Agreement, to the City Council, or to the Board of Directors, officers, employees, representatives or agents of a Party, provided that any of those recipients are advised of the confidential nature of this Agreement and directed to treat it confidentially.

(b) Subject to the requirements of applicable laws or regulations (including those of any securities regulator or stock exchange), (i) a Party shall not make any public announcement or issue any press release in respect of this Agreement or the Transactions without the prior written consent of the other Party, and (ii) the Parties shall consult with each other and jointly approve the form and content of any such public announcement or press release.

14.4 **Amendment**

This Agreement may not be modified or amended except in writing signed by the Parties.

14.5 **Assignment**

Neither Party may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, which consent may be arbitrarily withheld. Notwithstanding the foregoing the Purchaser may assign any of its rights or obligations under this Agreement to a municipal corporation, wholly owned or controlled by the Purchaser, without the prior consent of the Vendor, provided that (i) the Purchaser provides appropriate and timely written notice of such assignment to the Vendor together with a copy of the applicable executed assignment agreement, and (ii) such assignment shall not in any way release or discharge the Purchaser from any liability or obligation to the Vendor arising under in respect to this Agreement.

14.6 **Tender of Documents**

Any tender of documents may be made upon the Vendor or the Purchaser or upon their respective solicitors and money may be tendered by wire transfer to the Vendor's bank account or the Vendor's solicitors trust account.

14.7 **Time of Essence**

Time is of the essence in all aspects and provisions of this Agreement.

14.8 **Further Assurances**

Both before and after the Closing Date, the Parties will execute and do all such further deeds, acts, things and assurances as may be reasonably requisite to carry out the intent of this Agreement.

14.9 **Waiver of Certain Acts**

The Parties agree that neither *The Limitation of Civil Rights Act* (Saskatchewan), nor *The Land Contracts Act* (Saskatchewan), shall apply to this Agreement or the Transactions, as the same may be amended or restated.

14.10 **Enurement**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

14.11 **Counterparts; Electronic Delivery**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement, including signature pages, by facsimile or by email in pdf format, shall constitute effective execution and delivery of this Agreement, and may be used in lieu of an original copy of this Agreement for all purposes. Signatures of the Parties transmitted by facsimile or by email in pdf format shall be deemed to be their original signatures for any purpose whatsoever.

14.12 **No Merger**

None of the provisions of this Agreement will merge with the conveyance of the Lands.

IN WITNESS WHEREOF the Parties have executed this Agreement, dated for reference as at the date first above written.

THE CITY OF REGINA

Per: _____
Joni Swidnicki, City Clerk

Executed on _____, 2012

CANADIAN PACIFIC RAILWAY COMPANY

Per: _____
Peter Merchant
General Manager, Real Estate

Executed on _____, 2012

SCHEDULE "A"

LANDS

PLAN OF PROPOSED SUBDIVISION

OF PORTION OF

REG'D PLAN No. 16074

WITHIN

NW1/4 Sec 19, Twp 17, Rge 19, W2 Mer
REGINA, SASKATCHEWAN
2012

SCALE 1:2500

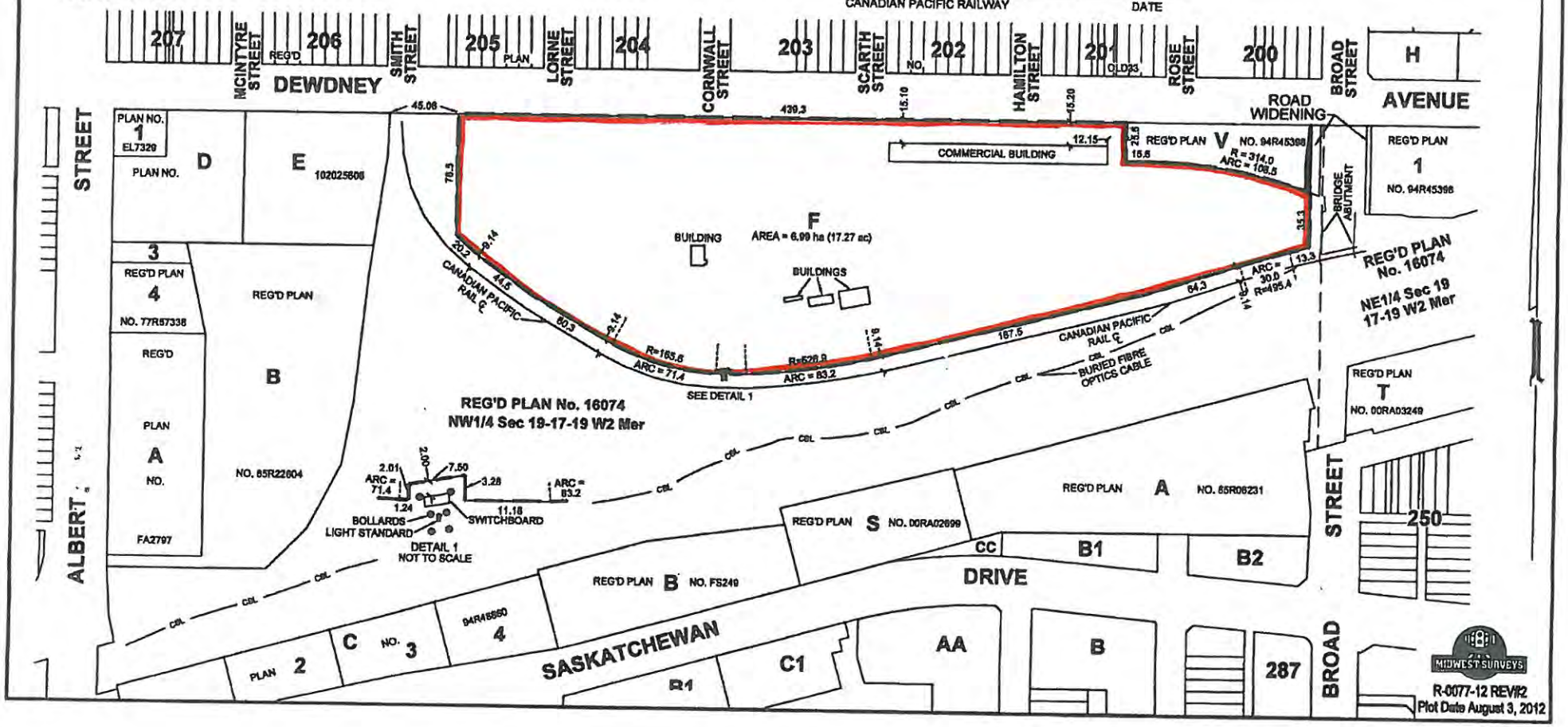
NOTES:
- MEASUREMENTS ARE IN METRES AND DECIMALS THEREOF.
- SOME MEASUREMENTS ARE APPROXIMATE AND MAY DIFFER FROM THE FINAL PLAN OF SURVEY BY AS MUCH AS 1.0 %.
- PORTION TO BE APPROVED IS OUTLINED WITH A BOLD DASHED LINE AND CONTAINS 6.99 ha (17.27 ac)

AUG 3rd /2012

SCOTT L. COLVIN
SASKATCHEWAN LAND SURVEYOR

DATE

CANADIAN PACIFIC RAILWAY DATE



SCHEDULE "B"

UNSUBDIVIDED LANDS

Reference Land Description: NW
Sec 19 Twp 17 Rge 19 W2
Plan No 16074 Extension 0
As described on Certificate of Title 98RA15393

SCHEDULE "C"

PERMITTED ENCUMBRANCES

1. Each and every of the Ancillary Documents.

2. Encumbrances in favour of the Purchaser.

3. The following encumbrances with respect to those Unsubdivided Lands described in Schedule "B":

   Registered Encumbrances

   (a) Easement #FX1643 (Interest Register #100755985); Holder is Her Majesty The Queen (Saskatchewan)

   (b) Notice #83R28454 (Interest Register #100755996); Holder is Minister of Tourism, Parks, Culture and Sport

   (c) Common Law Easement #94R54024 (Interest Register #100756010); Holder is Current Dominant Tenement (Canadian Pacific Railway as grantee)

   (d) Common Law Easement #94R54025 (Interest Register #100657885); Holder is Current Dominant Tenement (Canadian Pacific Railway as grantee)

   Unregistered Encumbrances

   (a) Advertising Display License Agreement dated December 1, 2006 between the Vendor, as grantor, and Pattison Outdoor Advertising, as grantee

   (b) Advertising Display License Agreement dated December 1, 2006 between the Vendor, as grantor, and Pattison Outdoor Advertising, as grantee

   (c) Lease dated March 7, 1991 between the Vendor (as successor in interest to Canadian Pacific Limited) as landlord and Consolidated Fastfrate Inc. (as assignee of Consolidated Fastfrate Transport Inc.) as tenant, as amended

   (d) Agreement for the Laying of Cables, Wires, Conduits, Etc. on Railway Lands dated January 6, 2009 between the Vendor, as grantor, and SaskPower, as grantee (Vendor's OD #65969; Mile 93.82)

   (e) Agreement for the Laying of Cables, Wires, Conduits, Etc. on Railway Lands dated January 6, 2009 between the Vendor, as grantor, and SaskPower, as grantee (Vendor's OD #65968; Mile 93.68)

   (f) Agreement for the Laying of Cables, Wires, Conduits, Etc. on Railway Lands dated January 6, 2009 between the Vendor, as grantor, and SaskPower, as grantee (Vendor's OD #65967; Mile 93.75)

   (g) Agreement dated May 1, 1958 between the Vendor, as grantor, and the City of Regina, as grantee (Vendor's OD #26800; Mile 93.46)

   (h) Agreement to City of Regina (Mile 94) (Agreement Missing)

4. All limitations, exceptions, qualifications, provisions, conditions and reservations in any original grant or transfer of real property from the Crown or any other governmental authority or body.

5. All limitations, exceptions, qualifications, provisions, conditions or reservations imposed or implied by statute (including covenants, easements, provisos, restrictions, agreements, municipal by-laws or governmental enactments) to which the Lands are subject either by express provision or by implication, whether registered or not.

6. All unregistered Encumbrances of any nature or kind, or any right of expropriation conferred upon, reserved to or vested in, Her Majesty the Queen in Right of Canada or Her Majesty the Queen in Right of the Province of Saskatchewan.

7. Undetermined and inchoate liens incidental to construction or current operations on or affecting the Lands (including liens of carriers, warehousemen, mechanics, builders, operators, processors and landlords) in respect of which no steps or proceedings to enforce such lien have been initiated and which relate to obligations which are not yet due or not delinquent and which will be paid or discharged in the ordinary course of business.

8. Statutory liens or other Encumbrances arising by operation of law which relate in each case to obligations which are not yet due or not delinquent and which will be paid or discharged in the ordinary course of business, including (i) unregistered or statutory liens not yet due in connection with workers' compensation, employment insurance, employee health tax, *Canada Pension Plan* and similar legislation, and (ii) unregistered or statutory liens for municipal or other taxes or assessments or similar charges not yet due and payable, or the validity of which is being contested in good faith by appropriate proceedings diligently pursued, and (iii) rights of general application reserved to or vested in any governmental body or authority, but not yet exercised, to levy taxes on any assets or income.

SCHEDULE "D"

FORM OF RESTRICTIVE COVENANT

RESTRICTIVE COVENANT

(the "**Agreement**")

DATED AS OF _____, 2012.

BETWEEN:

THE CITY OF REGINA
(the "**Grantor**")

and

CANADIAN PACIFIC RAILWAY COMPANY
(the "**Grantee**")

RECITALS:

A. The Grantor is the registered owner of the land and premises legally described as:

[Legal Description of the Lands]

(the "**Servient Tenement**").

B. The Grantee is the registered owner of the land and premises legally described as:

[Legal Description of the Remainder Lands]

(the "**Dominant Tenement**") and which lands consist of railway yards or transportation corridors, or both, are used for railway purposes and are abutting or adjacent to the Servient Tenement.

C. The Grantor has agreed to grant the restrictive covenant as set out in this Agreement to burden the Servient Tenement, as the servient tenement, and benefit the Dominant Tenement, as the dominant tenement, in accordance with the provisions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and the sum of Ten ($10.00) Dollars now paid by each of the parties to the other (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

1. The restrictions and covenants contained in this Agreement shall be deemed to be covenants running with and annexed to the Servient Tenement, as the servient tenement, and shall be binding upon the Servient Tenement and shall run with and enure to the benefit of the Dominant Tenement, as the dominant tenement, and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, notwithstanding any release of personal liability under Section 7.

2. The Grantor, as owner of the Servient Tenement and on behalf of its successors in title and assigns of the Servient Tenement, does hereby covenant and agree with the Grantee, as owner of the Dominant Tenement and on behalf of its successors in title and assigns of the Dominant Tenement, that:

   (a) the Grantee has railway operating facilities and operations (the "**Railway Operations**") in close proximity to the Servient Tenement, the operation of which and any noise or vibration therefrom or in connection therewith, may affect the living and business

environment of the Servient Tenement including, without limitation, all the persons residing, visiting or occupying premises or otherwise located in the Servient Tenement or in the vicinity of the Servient Tenement from time to time; and

(b) there may be alterations to or expansions of the Railway Operations in the future, which alterations or expansions, including any noise or vibration therefrom or in connection therewith, may affect the living and business environment of the Servient Tenement including, without limitation, all the persons residing, visiting or occupying premises or otherwise located in the Servient Tenement or in the vicinity of the Servient Tenement from time to time.

3. The Grantor, as owner of the Servient Tenement and on behalf of its successors in title and assigns of the Servient Tenement, does hereby covenant and agree with the Grantee, as owner of the Dominant Tenement and on behalf of its successors in title and assigns of the Dominant Tenement, to observe and be bound by the following covenants:

(a) the Grantor shall release and forever discharge the Grantee, its successors and assigns, from all claims in respect of any liens or securities, actions, causes of actions, suits, complaints, litigation, arbitration, administrative proceedings or other any other proceedings whatsoever by or before any court, commission, board, tribunal, agency, authority or governmental or quasi-governmental or regulatory body having jurisdiction in the relevant circumstances, that the Grantee has ever had, now has or in the future may have against the Grantee or any of its successors or assigns, relating to or arising from noise or vibration resulting from Railway Operations provided that the noise and vibration associated with Railway Operations does not exceed the Grantee's maximum vibration level limits, being a maximum vertical industrial frequency of 12Hz (the "**Grantee's Maximum Vibration Level Limits**") associated with such use;

(b) that no alterations to the existing drainage pattern adversely affecting the Dominant Tenement shall be made without receiving prior written consent from the Grantee;

(c) that no portion of any residential building(s), dwelling(s) or dwelling unit(s) shall be constructed, located or occupied within a distance closer than 30 metres to the property line between the Dominant Tenement and the Servient Tenement unless the developer/builder/owner performs, at its sole risk and expense, the following work in accordance with the specifications described hereafter:

(i) construct a berm and acoustical fence having a total height of 5.5 metres parallel and adjacent to the Dominant Tenement. The berm shall have a minimum height of 2.5 metres above grade with side slopes not greater than 2.5 to 1. The acoustical fence shall be constructed without openings and of a durable material of a weight not less than 20 kg per square metre (4 lb/sq.ft.) of surface area. The total height shall be established above the line taken from the top-of-rail of the nearest track of the Grantee to the finished ground at the base of the adjacent dwelling. All finished slopes shall be covered by a minimum 100 mm layer of topsoil, seeded and mulched, to achieve a satisfactory growth to retain the topsoil, within six (6) months of initial application. No part of the berm shall be constructed on the Dominant Tenement;

(d) that no portion of any industrial or commercial building(s), shall be constructed, located or occupied within a distance closer than 30 metres to the property line between the Dominant Tenement and the Servient Tenement unless the developer/builder/owner, at its sole risk and expense constructs and maintains on the Servient Tenement, at minimum, a chain link security type fence of a height not less than 1.83 metres (6 ft.) along the common property line or parallel to the property line not more than 10 metres from the property line.

4. The Grantor covenants and agrees that any sale, transfer or lease of a parcel of land comprising part of the Servient Tenement for residential use must include the following warning: *Canadian Pacific Railway Company or its assigns or successors in interest have railway operating facilities within three hundred (300) metres from the land that is the subject hereof. There may be alterations to or expansions of such railway operating facilities in the future, which alterations or expansions may affect the living and business environment of the residents, tenants and their visitors, employees, customers and patients in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development. Canadian Pacific Railway Company will not be responsible for any complaints or claims arising from use of such railway operating facilities.*

5. If any notice, demand or communication (collectively, a "**Notice**") is contemplated or required to be given to the Grantor or Grantee under this Agreement, the Notice shall be in writing and delivered personally or by facsimile or by registered mail as follows:

(a) If to the Grantor:

The City of Regina
2476 Victoria Avenue
Box 1790
Regina, SK, S4P 3C8
Attention: Brent Sjoberg, Deputy City Manager & CFO
Facsimile: (306) 777-6560

(b) If to the Grantee:

Canadian Pacific Railway Company
500, 401 – 9th Avenue S.W.
Calgary, AB, T2P 4Z4
Attention: Director Real Estate West
Facsimile: (403) 319-3727

Either party may change its address for the giving of a Notice in the manner provided in this paragraph. Any Notice given as required shall be deemed to be received, if delivered in person, on the date of delivery, or if by facsimile, on the date of receipt of the transmission, provided that in both such cases, delivery or receipt of the transmission occurs during business hours on a business day, failing which the Notice shall be deemed to be delivered or received on the next following business day, and if mailed as required, on the sixth day following the post mark date thereof. No party shall use the mail for the giving of notice during the term of any strike or disruption, or threatened strike or disruption, of postal service in Canada.

6. If any provision of this Agreement or the application thereof to any party or circumstance shall be determined by a court of competent jurisdiction to any extent to be invalid or unenforceable under any applicable law, such provision shall be ineffective only to the extent of the invalidity or unenforceability without invalidating the remaining provisions of this Agreement, provided that when the provisions of any applicable law may be waived such provisions are hereby waived by the parties to the fullest extent permitted by law and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law with the intent that this Agreement shall be considered to be a valid and enforceable agreement in accordance with its terms.

7. Provided it has complied with its obligations hereunder, including without limitation, the obligation to obtain an Assumption Agreement (herein defined) under this Section 7, the initial Grantor or any person or entity deriving title from or under the Grantor shall not be responsible for any breach of the covenants contained in this Agreement except for breaches committed or continued during the time the initial Grantor or such other person or entity, as the case may be, holds title to

the Servient Tenement. Each party agrees that neither this Agreement nor any right or obligations hereunder may be transferred, sold or assigned except to a transferee, purchaser or assignee who becomes the owner of the Dominant Tenement or the owner of the Servient Tenement. Each party agrees that it shall, as a condition of the transfer, sale or assignment cause the transferee, purchaser or assignee to execute and deliver to the other parties hereto, an agreement in writing ("**Assumption Agreement**"), whereby such transferee, purchaser or assignee agrees that it will, from and after the effective date of the transfer, sale or assignment, observe, perform, keep and fulfil all of the covenants, agreements and obligations of the transferor, vendor or assignor under this Agreement irrespective of whether said covenants, agreements and obligations should have been performed prior to the date of this Agreement. Upon such transferee, purchaser or assignee executing and delivering an Assumption Agreement to each of the remaining parties thereto, and provided that the transferor, vendor or assignor is not in material default under this Agreement as at the effective date of the Assumption Agreement, then the transferor, vendor or assignor shall, from and after the effective date of such transfer, sale or assignment, be released from all of its obligations under this Agreement to the extent of the interest being transferred, sold or assigned; provided that such release shall not extend to any matter or liability arising prior to such transfer, sale or assignment.

8. This Agreement and all rights, privileges and obligations herein contained shall extend to and enure to the benefit of and be binding upon the parties and their respective successors and assigns and their respective successors in interest to the Servient Tenement and the Dominant Tenement.

9. The Grantee shall have the right to register this Agreement or any notice, caveat or other instrument in respect of it against title to the Servient Tenement and the Dominant Tenement.

10. The parties covenant and agree to enter into and execute promptly and from time to time all such further agreements, documents and instruments as may be necessary in order to carry out the intent of this Agreement or to enable this Agreement to be registered against title to the Servient Tenement and the Dominant Tenement.

11. Any breach by the Grantor of any term, provision, covenant, condition or restriction set forth in this Agreement shall be deemed to result in irreparable harm and continuing damages to the Grantee. In the event of any such breach, the Grantee shall be entitled to injunctive and such other and further relief including, without limitation, damages and legal costs on a solicitor and its own client basis, as may be proper for each and every such incident of breach. The Grantee may exercise these remedies at such times and in such order as it may choose and such remedies shall be cumulative. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision (whether similar or not) nor shall such waiver constitute a continuing waiver unless otherwise expressly stated and any waiver to be binding shall be in writing and shall be executed by the party to be bound thereby.

12. This Agreement constitutes the entire agreement between the Grantor and the Grantee with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto. There are no verbal representations, undertakings or agreements of any kind between the Grantor and the Grantee.

13. This Agreement shall be governed and construed in accordance with the laws of the Province of Saskatchewan.

14. This Agreement may be executed by the parties in one or more counterparts, and may be delivered by facsimile transmission or by email in PDF. Each counterpart shall be deemed to be an original and all counterparts shall constitute one and the same Agreement.

In witness whereof the parties have executed and delivered this Agreement.

THE CITY OF REGINA

Per: _____
(c/s)

Per: _____

CANADIAN PACIFIC RAILWAY COMPANY

Per: _____
(c/s)

Per: _____

SCHEDULE "E"

FORM OF LEASE

LEASE AGREEMENT

(the "**Lease**")

DATED AS OF _____, 2012

BETWEEN:

THE CITY OF REGINA
(the "**Landlord**")

and

CANADIAN PACIFIC RAILWAY COMPANY
(the "**Tenant**")

RECITALS:

A. The Landlord is or is entitled to become the registered owner of the land and premises legally described in Schedule "A" attached hereto (the "**Lands**").

B. Pursuant to a Purchase and Sale Agreement dated _____, 2012 (the "**Purchase Agreement**") between the Landlord, as purchaser, and the Tenant, as vendor, the Landlord has agreed to lease to the Tenant and the Tenant has agreed to lease from the Landlord the portion of the Lands outlined in thick black on Schedule "B" attached hereto (the "**Premises**") in order that the Tenant may use, occupy and enjoy the same for the Term of the Lease (as hereafter defined) and any renewals thereof all upon the terms and conditions herein contained.

NOW THEREFORE this Lease witnesses that in consideration of the rent on the part of the Tenant to be paid and the terms and conditions herein contained on the part of the parties to be observed and performed, the Landlord and Tenant hereby agree as follows:

1. **Grant/Term**

The Landlord hereby leases to the Tenant the Premises for a term of 18 months (the "**Term**") commencing on January 31, 2013 (the "**Commencement Date**") and expiring on July 31, 2014.

2. **Rent**

The Tenant shall pay the Landlord rent for the Term in the sum of $1.00, for the entire Term, payable in advance on the Commencement Date.

3. **Property Taxes**

The Tenant shall be responsible during the Term to pay all property taxes and local improvement charges assessed against or attributable to the Premises and the improvements situated thereon from time to time, together with all business taxes and other similar taxes related to its use of the Premises (collectively, the "**Property Taxes**"). If the Property Taxes are not directly assessed for the Premises, the Property Taxes shall be equal to that portion of the total for the Lands, which the land area of the Premises is of the total land area of the Lands.

The Tenant shall pay the Property Taxes as follows:

(i) if the Tenant receives a notice of assessment relating to Property Taxes for the Premises, the Tenant shall pay any and all Property Taxes to the assessing authority when due; or

(ii) if the Landlord receives a notice of assessment relating to Property Taxes for the Premises, the Landlord shall invoice the Tenant for such Property Taxes and the Tenant shall pay the Landlord within thirty (30) days of receipt of such invoice.

The Tenant may, at its sole cost, risk and expense, appeal or contest the Property Taxes assessed against the Premises and shall diligently prosecute any such appeal or contestation to a speedy resolution. The Tenant shall indemnify and reimburse the Landlord for and against any reasonable costs incurred by the Landlord in respect of such appeal or contestation of Property Taxes by the Tenant.

4. **Use and Alteration of Premises**

(a) The Tenant shall be entitled to use the Premises for all purposes related to its railway operations and any such other purposes as the Premises were being used for as of the date of the Purchase Agreement.

(b) The Tenant, its contractors, agents and employees shall have the use and enjoyment of any railway infrastructure (including, without limitation, all railway tracks and related infrastructure), facilities, structures, improvements and equipment located on the Premises. The Tenant shall not, without the prior written consent of the Landlord, such consent not to be unreasonably or arbitrarily withheld, delayed or conditioned, construct, install or materially alter any material infrastructure, facilities, structures, improvements and equipment on the Premises. Any construction, installation or alteration of infrastructure, facilities, structures, improvements and equipment shall be completed by the Tenant at the Tenant's sole cost and expense. Materiality, for the purposes of this section 4, shall mean any work that will significantly increase the cost to the Landlord of demolishing the improvements on the Premises and clearing the Premises for redevelopment.

5. **Tenant's Improvements**

All railway infrastructure, facilities, structures, improvements, equipment and other property (the "**Tenant's Improvements**") constructed, installed or placed on the Premises by the Tenant (whether prior to or after the Commencement Date), or any replacements thereof, shall be and remain the Tenant's property notwithstanding that they may constitute fixtures. The Tenant may freely remove any or all of the Tenant's Improvements from the Premises at any time during the Term of the Lease and within sixty (60) days after any termination or expiration of this Lease or as soon thereafter as weather conditions and other circumstances reasonably permit, provided that the Tenant shall remove the following items currently existing on the Premises: the Tenant's site office and maintenance garage, high mast light poles, any electrical infrastructure (which may include electrical plug boards) that the Tenant decides to remove and all railway ties located on the surface of the Premises (provided that it is expressly understood and agreed that the Landlord shall be responsible, at its sole risk and expense, for the excavation of any railway ties located beneath the surface of the Lands). Any Tenant's Improvements that have not been removed by such date shall be deemed abandoned and shall become the property of the Landlord and may be used, sold or disposed of by the Landlord in such manner as it deems advisable and the Tenant shall have no further rights thereto or obligations in respect thereof.

6. **Repair and Maintenance**

The Tenant shall:

(a) occupy the Premises in a tenant-like manner and not permit waste (except as may be incidental to the authorized use of the Premises pursuant to this Lease) and at all times during the Term shall maintain the Premises and any improvements thereon as would a reasonable tenant, having regard to the Tenant's authorized use of the Premises; and

(b) comply with all laws, by-laws, regulations and requirements of all government, municipal and other authorities having jurisdiction, provided that the Tenant shall have the right to contest the application or validity of any law, by-law regulation or requirement affecting the Premises, without expense to the Landlord, and may defer compliance with any such requirement provided that the delay is lawful, that it does not subject the Landlord to any penalty for failure to comply and that it does not otherwise constitute a breach of this Lease. The Tenant shall prosecute with due diligence any proceedings taken by it to contest the application or validity of any law, by-law, regulation or requirement affecting the Premises.

7. **Insurance**

Subject to Section 8, throughout the Term of this Lease:

(a) the Tenant shall maintain Commercial General Liability Insurance for the Premises including premises and pollution liability with a combined single limit of Five Million Dollars ($5,000,000) for each occurrence of bodily injury, death or property damage. The policy shall name the Landlord as an additional insured. A copy of the certificate will be provided to the Landlord upon request;

(b) the Tenant shall take out and keep in full force and effect property insurance on the Tenant's Improvements, if any, against fire and other perils normally included in extended coverage endorsements; and

(c) the Tenant will provide the Landlord with a Certificate of Insurance confirming that the Tenant will be responsible for coverage no less favourable than that prescribed above and stating that the Landlord shall receive thirty (30) days advance written notice of cancellation or reduction in amounts of insurance below that specified.

8. **Self Insurance**

Notwithstanding the foregoing, the Landlord agrees that provided this Lease has not been assigned by the Tenant, the Tenant has the right to self insure. If the Tenant chooses to self insure, the provisions of Section 7 shall be inoperative.

9. **Utilities**

In the event that the Tenant at any time requires utilities, the Tenant shall pay all charges for use of electricity, water, natural gas, sewage, waste disposal, cable and telephone services and all other utilities which may be assessed and charged by utilities companies, municipalities and third parties against or in respect of the Premises, or the Tenant's occupancy thereof. The Tenant and Landlord shall make reasonable efforts to have all utilities separately metered and charged for the Premises but if no direct charge is calculated on the basis of the Tenant's occupation or uses, the Tenant shall pay the Landlord, within thirty (30) days of receipt of a detailed invoice therefor, an allocation which shall be the Tenant's share of such charge, calculated to equitably represent the Tenant's use of the service in relation to all others receiving the service on the same account.

10. **Termination by Tenant**

Notwithstanding anything to the contrary the Tenant may terminate this Lease and be released of all its obligations hereunder (except, those expressly stated to survive expiry or sooner termination of the Term) by giving not less than thirty (30) days prior written notice of such termination.

11. **Peaceful Possession**

Upon paying the rent at the time and in the manner stipulated, and upon observing and performing every term and condition of this Lease, the Tenant shall and may peaceably and quietly possess and enjoy the Premises during the Term, and any extensions thereof, without interruption from or by the Landlord or by any persons lawfully claiming by, through or under the Landlord.

12. **Overholding**

The Tenant shall not remain in possession of the Premises following expiry or sooner termination of the Term without the consent of the Landlord.

13. **Expropriation**

If the whole or a part of the Premises is expropriated by right or exercise of any competent authority (provided that neither the Landlord nor the Tenant may initiate any expropriation proceedings), the Landlord and Tenant shall each be entitled to advance separate claims for compensation and shall be entitled to receive compensation for its own losses. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account therefor to the Tenant and vice versa. The Landlord will have no claim upon the Tenant for the value of its property expropriated or the unexpired term or for any other damages, costs, losses or expenses whatsoever and vice versa. The Landlord and Tenant agree to cooperate with one another on any expropriation of all or any part of the Premises so that each may receive the maximum award to which each is entitled in law.

14. **Liability and Indemnity**

(a) The Tenant shall indemnify the Landlord and its employees, agents, officers, directors, and contractors and save them harmless from and against any and all loss, claims actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from the occupancy or use by the Tenant of the Premises or any part thereof during the Term, excluding anything caused or contributed to by any act or omission of the Landlord, its directors, officers, employees, contractors or agents, or any of them.

(b) The Landlord agrees to indemnify the Tenant against all liability, claims, damages, expenses and costs (including costs on a solicitor client basis) due to or arising out of any act or neglect by the Landlord or its invitees or licensees on and about the Premises or due to or arising out of any breach by the Landlord of any provision of this Lease, including, without limitation, liability for injury or damage to the persons or property of the Landlord's invitees or licensees.

(c) Notwithstanding anything to the contrary, no party shall be liable for any special, indirect, punitive or consequential damages, including, but not limited to, loss of profits or revenue, cost of capital, or claims of contractors, suppliers, clients or customers (whether arising out of service interruptions or problems, degradation of service, or otherwise), whether foreseeable or not.

(d) The provisions of this Section 14 shall survive the termination of this Lease.

15. **Allocation Of Environmental Liability**

(a) As between the Landlord and the Tenant,

(i) the Tenant shall be responsible for compliance with Environmental Laws for all Hazardous Materials caused by the Tenant's occupancy and use of the Premises during the Term;

(ii) the Landlord shall be responsible for compliance with Environmental Laws for all Hazardous Materials caused by the Landlord's occupancy and use of all or any portion of the Lands during the Term; and

(iii) the Landlord shall be responsible for Hazardous Materials on or in the Premises prior to the Commencement Date.

(b) The Landlord and Tenant agree that the report commissioned by the Landlord and prepared by Clifton Associates Ltd. dated [INSERT DATE OF CLIFTON REPORT] summarizes and accurately reflects the environmental condition of the Premises as of the Commencement Date (the "**Baseline Environmental Report**"). The Tenant acknowledges having received and reviewed the Baseline Environmental Report and the contents thereof and agrees that the environmental condition of the Premises as disclosed in the Baseline Environmental Report shall be the "**Baseline Condition**".

(c) At the expiry of the Term, the Landlord may retain, at its cost and expense, an environmental consultant to conduct an environmental assessment on the Premises using the same methods and procedures as those used in the Baseline Environmental Report (the "**Post Termination Assessment Report**"). The Tenant shall have the right, acting reasonably, to review, comment upon and approve the scope, procedures and methods to be used for the purposes of the Post Termination Assessment Report. Upon completion of the Post Termination Assessment Report the Tenant shall have the right, acting reasonably, to review, comment upon and approve the contents thereof and following the Tenant's approval of the Post Termination Assessment Report, the environmental condition of the Premises as disclosed in the Post Termination Assessment Report shall be utilized for the purposes of Section 15(d).

(d) Provided both the Baseline Environmental Report and the Post Termination Assessment Report have been commissioned by the Landlord in accordance with Sections 15(b) and 15(c), the following will apply: if, after comparing the Post Termination Assessment Report with the Baseline Environmental Report, there is an increase in the level(s) of Hazardous Materials, if any, identified and described in the Baseline Environmental Report, or if there are present Hazardous Materials that were not present in the Baseline Environmental Report and such increase in the level(s) of or presence of new Hazardous Materials was caused by the Tenant's occupancy and use of the Premises during the Term and such new or additional Hazardous Materials are themselves in excess of levels permitted by Environmental Laws, the Tenant shall restore and remediate the Premises to the Baseline Condition at its sole cost and expense.

(e) For the purposes of this Lease, "**Environmental Laws**" means all laws relating to environmental matters and occupational health and safety matters, including those related to the release, discharge, generation, use, storage, treatment, disposal or transportation of Hazardous Materials.

(f) For the purposes of this Lease, "**Hazardous Materials**" means:

(i) any asbestos, PCBs or dioxins, or insulation or other materials composed of or containing asbestos, PCBs or dioxins; (ii) crude oil or any fraction thereof, and natural gas, liquefied natural gas or synthetic gas; or (iii) any pollutant or contaminant or any hazardous, toxic or dangerous waste, substance or material defined as such in any federal, provincial or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now is in effect.

16. **Forfeiture**

If the Tenant fails to observe or perform any other of the terms and conditions of this Lease and the Landlord gives the Tenant forty-five (45) days' notice and the Tenant fails within that period to commence diligently and thereafter to proceed diligently to cure any such failure to observe or perform, then and in each such case it shall be lawful at any time and from time to time, notwithstanding any former breach or non-performance or any waiver of the Landlord's rights arising therefrom, for the Landlord to terminate this Lease, re-enter and take possession of the Premises or any part thereof.

17. **Remedies Cumulative**

No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from exercising any other remedy provided by this Lease or allowed at law or in equity. No remedy provided to the Landlord by this Lease or at law or in equity shall be exclusive or dependent upon any other such remedy and the Landlord may, from time to time, exercise any one or more of such remedies independently or in combination.

18. **Assignment**

Neither party may assign this Lease, or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent may be arbitrarily withheld. Notwithstanding the foregoing the Landlord may assign any of its rights or obligations under this Agreement to a municipal corporation, wholly owned or controlled by the Landlord, without the prior consent of the Tenant, provided that (i) the Landlord provides appropriate and timely written notice of such assignment to the Tenant together with a copy of the applicable executed assignment agreement, (ii) such assignment shall not in any way release or discharge the Landlord from any liability or obligation to the Tenant arising under in in respect to this Lease; and (iii) such municipal corporation executes an agreement with the Tenant assuming the obligations of the Landlord hereunder.

19. **Impossibility of Performance**

Notwithstanding anything to the contrary contained in this Lease, if either party is delayed or hindered in or prevented from the performance or observance of any term or condition required hereunder by reason of strikes, labour troubles, inability to produce materials or services, weather conditions, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or other reason of a like nature, except lack of funds, then performance or observance of such term or condition is excused for the period of the delay and the party so delayed shall be entitled to perform or observe such term or condition within the appropriate time period after the expiration of the period of delay.

20. **Access of Landlord**

The Tenant shall provide the Landlord and its consultants with reasonable access to the Premises for the purpose of carrying out investigations relating to the Premises, including without limitation, environmental, survey, and geotechnical investigations, upon reasonable notice to the Tenant, and upon such reasonable conditions as the Tenant may require in order to indemnify and hold harmless

the Tenant and to ensure minimal disruption to the Tenant's continued operations on the Premises, provided however that, in no event, shall the Landlord be delayed access for longer than 72 hours after having given notice (or longer than 36 hours for any visual inspections that do not require vehicular access, the use of equipment on the Premises or the carrying out of any environmental, survey, geotechnical or similar investigations).

21. **Notices**

Notices hereunder shall be in writing and may be delivered personally, mailed by prepaid registered post, or transmitted by facsimile or other telecommunication to the addressee as follows, or at such other address as may be substituted therefor by proper notice hereunder.

To the Tenant:

Canadian Pacific Railway Company
Suite 1100, Granville Square
200 Granville Street
Vancouver, BC, V6C 2 R3
Attention: Director Real Estate West
Facsimile: (604) 643-3381
Email: Dave_Courville@cpr.ca

with a copy to:

Norton Rose Canada LLP
3700 Canterra Tower
400 Third Avenue SW
Calgary, AB, T2P 4H2
Attention: Bradley J. Hayden
Facsimile: (403) 264-5973
Email: brad.hayden@nortonrose.com

To the Landlord:

The City of Regina
2476 Victoria Avenue
Box 1790
Regina, SK S4P 3C8
Attention: Brent Sjoberg, Deputy City Manager & CFO
Facsimile: (306) 777-6560

with a copy to:

The City of Regina
2476 Victoria Avenue
Box 1790
Regina, SK S4P 3C8
Attention: Byron Werry, City Solicitor
Facsimile: (306) 777-6818

A notice mailed by prepaid registered post in Canada shall be deemed conclusively to have been received on the fourth business day following the mailing thereof. A notice transmitted by facsimile or other telecommunication shall be deemed conclusively to have been received on the business day next following its transmission. In this section "business day" means a day other than a Saturday or Sunday or a statutory or civic holiday in the Province in which the recipient of the notice is located.

22. **Time of Essence**

Time shall be of the essence in this Lease.

23. **Caveat**

The Tenant will be entitled to register a caveat or other form of notice against the Lands giving notice of its interest pursuant to the Lease.

24. **Governing Laws**

This Lease shall be governed by and construed in accordance with the Laws of the Province of Saskatchewan excluding any conflict of laws, rules or principles embodied therein that would permit or require the application of the laws of another jurisdiction and the parties each irrevocably and unconditionally agree to exclusively attorn to the jurisdiction of the Courts of the Province of Saskatchewan and agree to conduct any suit or action arising out of this Lease in those Courts.

25. **Entire Agreement**

Except for the Purchase Agreement (and the agreements related thereto), this Lease constitutes the entire agreement between the Landlord and the Tenant with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto. There are no verbal representations, undertakings or agreements of any kind between the Landlord and the Tenant.

26. **General**

Wherever the singular and masculine are used throughout this Lease the same shall be construed as meaning the plural or feminine or a body corporate where the context so requires.

Paragraph headings are inserted only for reference purposes and in no way define or limit the scope or intent of this Lease, nor affect its terms and conditions.

If any provision of this Lease is or becomes illegal or unenforceable, it shall be considered separate and severed from this Lease and the remaining provisions will remain in force and be binding upon the parties.

No act or omission of a party, nor any excusing or overlooking by a party of any default, breach or non-observance by the other of any term or condition at any time or times will operate as a precedent, nor as a waiver of that party's rights in respect of any subsequent default, breach or non-observance, nor so as to defeat or affect in any way the rights of the party in respect of any subsequent default, breach or non-observance.

This Agreement may be executed by the parties in one or more counterparts, and may be delivered by facsimile transmission. Each counterpart shall be deemed to be an original and all counterparts shall constitute one and the same Agreement.

[Rest of page intentionally left blank]

This Lease shall enure to the benefit of and be binding upon the Landlord, its successors and assigns, and the Tenant, its successors and assigns.

In witness whereof the parties have executed and delivered this Lease.

THE CITY OF REGINA

Per: _____
(c/s)

Per: _____

CANADIAN PACIFIC RAILWAY COMPANY

Per: _____
(c/s)

Per: _____

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

[Legal Description of the Lands to be Inserted Following Subdivision of the Lands]

SCHEDULE "B"

SITE PLAN OF THE LANDS SHOWING PREMISES

[NTD: Insert site Plan of Lands showing Premises Outlined in thick black and excluding the area leased under the Consolidated Fastfrate Tenancy.]

SCHEDULE "F"

FORM OF PEDESTRIAN CROSSING AGREEMENT

FORM OF AGREEMENT FOR PEDESTRIAN OVERPASS CROSSING

THIS AGREEMENT made effective this _____ day of _____, 2012.

BETWEEN

CANADIAN PACIFIC RAILWAY COMPANY, a corporation incorporated under the laws of Canada, having its head office at Suite 500, 401-9th Avenue S.W., Calgary, Alberta T2P 4Z4 ("**CPR**")

- AND -

THE CITY OF REGINA, a municipal corporation having an office at 2476 Victoria Avenue, Regina, Saskatchewan, S4P 3C8 (the "**Applicant**")

WHEREAS:

A. CPR is a federally regulated railway and its railway lines, facilities and operations are subject to the jurisdiction, decisions and orders of the Canadian Transportation Agency and Transport Canada, and subject to federal legislation including without limitation the *Canada Transportation Act,* and *the Railway Safety Act*.

B. CPR owns and operates a railway line that runs through [location] known as the [x] Subdivision.

C. The Applicant wishes to construct a pedestrian overpass for the use and enjoyment of the general public (and which may include, in addition to foot traffic, bicycles or other forms of non-motorized transportation) at or near Mile [x] of the [x] Subdivision, substantially in accordance with the plans attached to and forming a part of this Agreement as Schedule [x].

D. CPR is prepared to grant the Applicant permission to construct, maintain and use a pedestrian overpass, subject to the terms and conditions contained in this Agreement.

E. A fundamental principle of the Agreement between the parties is that CPR will not be responsible for costs related to the Pedestrian Overpass and will not incur new liabilities as a result of the Crossing Rights and Pedestrian Overpass.

NOW, THEREFORE IN CONSIDERATION OF the fees, mutual covenants, agreements and conditions to be paid, observed and performed pursuant to this Agreement, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement:

(a) "**Agency**" means the Canadian Transportation Agency as well as any successor or successors of the Agency.

(b) "**Agreement**" means this Agreement and all the schedules and plans attached hereto and "**Section**", "**subsection**", and "**Schedule**" mean and refer to the specified section, subsection or schedule of or to this Agreement.

(c) "**Alteration Plans**" has the meaning ascribed in Section 8(a).

(d) "**Cost**" or "**Costs**" means the rates and charges set by the "Guide to Railway Charges for Crossing Maintenance and Construction" published by the Agency effective July 1, 2011 (the "Agency Guide") or such subsequent guide, that will succeed the Agency Guide.

(e) "**CPR Lands**" means the parcel or parcels of land owned by CPR at or near [x].

(f) "**CPR's Operations**" shall include, without limitation, the operation of trains, locomotives, rail cars, vehicles, machinery and equipment of every nature, trackage, switches, signals, electric service lines, fibre optic and communications systems (including, without limitation, conduits, cables, fibres, towers, associated equipment, any replacement thereto (in whole or in part), or any similar or comparable communications systems, together with all related infrastructures, cables, conduits, fibres and towers), radio and radio repeater stations, utilities and all other appurtenances, equipment, improvements and facilities now or hereafter erected or placed on the CPR Lands for the purpose of such operations or any other act necessary for the maintenance of a railway or operation of a train.

(g) "**Crossing Area**" means the elevated volumetric area located above the CPR Lands to be occupied by the Pedestrian Overpass as shown outlined on the Plan, together with an allowance of [x] metres above and [x] metres on each side and below the area to encapsulate the Pedestrian Overpass.

(h) "**Crossing Rights**" means the rights granted to the Applicant in respect of the Crossing Area granted by CPR as described in Section 2.

(i) "**Discontinuance**" means permanently discontinuing the use of the Pedestrian Overpass over the CPR Lands.

(j) "**Emergency Situation**" means a situation arising that causes an immediate and serious threat or danger to the property of CPR, the safety of the public, the Applicant employees or personnel, CPR employees, or CPR's Operations.

(k) "**Hazardous Substance**" means any substance, which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

(i) radioactive, explosive, poisonous, corrosive, flammable or toxic substances;

(ii) any substance that, if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by man or by any animal, fish or plant;

(iii) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that endangers the health, safety, or welfare of persons or the health of animal life or causes damage to plant life or to property; and

(iv) substances declared to be hazardous, toxic or dangerous under any law or regulation now or hereafter enacted by any governmental authority having jurisdiction over CPR, the Applicant or the CPR Lands.

(l) "**Interference**" means activities which are causing an interference with, obstruction, hindrance or delay to CPR's Operations.

(m) "**Maintenance**" means maintaining or repairing the Pedestrian Overpass or any part thereof but does not include Material Alterations.

(n) "**Material Alteration**" means an altering, modifying, expanding upon of the Pedestrian Overpass structure from the approved Plan that could impact the CPR Lands, and would include any horizontal changes in the dimensions of the Crossing Area.

(o) "**Pedestrian Overpass**" means the grade separated pedestrian overpass to be constructed, installed on and spanning CPR Lands at or near Mile [x] of the [x] Subdivision, including but not limited to the roadway, the bridge superstructure, signs, lights, drains, cables, pipes, wires and conduit for the transmission or distribution of electricity, telecommunications and fibre optics related to, affixed or attached to the Pedestrian Overpass, and to be generally detailed in the Plan.

(p) "**Plan**" means the engineering drawings, design plans and specifications, a conceptual copy of which is attached as Schedule [x] hereto. Schedule [x] shall be amended by attaching the "as built"

drawings as soon as available. Subsequent amendments to the "as built" drawings may be attached from time to time.

(q) "**Relevant Laws**" means the general orders, regulations, plans or specifications adopted or approved by Transport Canada, the Canadian Transportation Agency (or any successor organization) or any authority having jurisdiction in respect of railway operations, installations over, under or along railways (as amended from time to time) together with all applicable statutes (including, without limitation, the *Railway Safety Act*), all environmental laws applicable to the lands and premises pertaining to the Pedestrian Overpass, as well as those respecting CPR and the CPR Lands as amended from time to time;

(r) "**Removal**" means the physical removal of the Pedestrian Overpass or any part or parts thereof from the Crossing Area and restoration of subsurface and ground surface to CPR's satisfaction.

2. GRANT

(a) CPR hereby grants to the Applicant permission to construct, maintain and use the Pedestrian Overpass, subject to the terms and conditions contained in this Agreement.

(b) The Applicant shall only utilize the airspace above the CPR Lands for the Pedestrian Overpass and there shall be no surface or subsurface access to the CPR Lands except as may be approved by CPR pursuant to this Agreement. The Applicant agrees that it has no right to construct any other improvements or facilities outside of the Crossing Area, except as expressly agreed by CPR.

(c) This Agreement is subject to the requirements of Transport Canada, the Canadian Transportation Agency, or any other authority having jurisdiction over CPR, CPR's Operations or CPR Lands. Upon execution of this Agreement, the parties may file a copy of this Agreement with the Agency pursuant to Section 101 of the *Canada Transportation Act*, and upon such filing, this Agreement will become an order of the Agency.

3. USE OF THE PEDESTRIAN OVERPASS

The Applicant covenants with CPR that it shall:

(a) use the Pedestrian Overpass for the purpose of providing pedestrian access across and over the CPR Lands (which may include, in addition to foot traffic, bicycles or other forms of non-motorized transportation) and related, ancillary uses subject to the limitations set forth in sections 3(b) through 3(h) of this Agreement;

(b) not do or permit any persons to enter upon the Pedestrian Overpass with motorized vehicles (including motorcycles, ATV's, but not including personal mobility devices), except motorized maintenance vehicles as may reasonably be required from time to time, operated by the Applicant's employee(s) or contractor(s);

(c) not do, or permit any act or omission which may, directly or indirectly, cause injury or damage to the CPR Lands or interfere with or endanger CPR's Operations;

(d) notify CPR immediately of any damages, nuisances, malfunctions, defects or obstructions occasioned in the use of the Pedestrian Overpass that may, directly or indirectly, cause injury or damage to the CPR Lands or CPR's Operations;

(e) not permit waste, garbage, refuse, structures (whether temporary, moveable or permanent) or obstructions upon the Pedestrian Overpass or the CPR Lands;

(f) strictly observe all safety requirements of CPR as may be communicated to the Applicant from time to time, and comply at all times, with the reasonable directions of any representative of CPR;

(g) permit personal, private, commercial or other advertising signage, lighting or media to be installed or operated on or from the Pedestrian Overpass only with the prior written consent of CPR; and

(h) not do or permit fireworks, demonstrations or personal or private messages (to the extent it is within the Applicant's power or capacity to restrict or prohibit such demonstrations or messages) to be operated from or on the Pedestrian Overpass.

4. PARAMOUNTCY OF OPERATIONS ON CPR LANDS

The Applicant acknowledges covenants and agrees that:

(i) pursuant to the *Railway Safety Act* and its regulations, the safety of the public, the parties' respective employees and CPR's Operations must be of paramount importance at all times during the term of this Agreement;

(ii) because CPR must maintain train movements and freight traffic volumes through CPR Lands, continuous, uninterrupted and unhindered railway operations are required for CPR to meet its service requirements as set out in the *Canada Transportation Act* and its service obligations to its customers;

(iii) the Applicant shall carry out its activities and undertakings contemplated in this Agreement in a manner that ensures such safe, continuous, uninterrupted and unhindered railway operations, including coordination of work to be carried out;

(iv) the Crossing Rights herein granted shall in no way preclude the full, free and complete use of the CPR Lands (including the surface, subsurface and clearance area above) for the installation, alteration, relocation, maintenance and removal of railway tracks, signals and communications equipment thereon and the operation or storage of locomotives, trains and cars of any type and commodity thereover and for any other purpose or use by CPR; and

(v) the CPR Lands contain third party utilities, including without limitation communications and fibre optic systems, electrical utilities, and municipal utilities. CPR may in the future require additional utilities, or be ordered by the Agency to grant rights to third party utilities and such rights may require the subsurface or overhead use of portions of the CPR Lands which are parallel to or which cross under the Pedestrian Overpass. CPR and such third parties shall at all times have unrestricted access to and use of the CPR Lands for the maintenance of existing and future utilities.

5. OWNERSHIP AND RESPONSIBILITY

(a) By granting this permission, the parties agree that CPR is not conveying title to the CPR Lands nor any right, title or interest not specifically set forth hereunder.

(b) The title to and ownership of the Pedestrian Overpass shall remain solely vested in the Applicant. The Applicant shall be solely responsible for the Pedestrian Overpass, its construction, Maintenance and use. CPR shall not be entitled to use the Pedestrian Overpass in the conduct of its operations without the consent of the Applicant, such consent to be within the sole and unfettered discretion of the City.

6. CONSTRUCTION OF PEDESTRIAN OVERPASS

Deliverables Prior to commencement of work on the Pedestrian Overpass or CPR Lands, the Applicant shall provide the following to CPR:

(a) a detailed scope of work confirming all necessary activities to be undertaken;

(b) a construction schedule for the Pedestrian Overpass;

(c) the Plan to be stamped by a professional engineer, as required by CPR, including:

(i) alignment, profile, general arrangement and structural plans for the Pedestrian Overpass,

(ii) details of any proposed utilities on the Pedestrian Overpass,

(iii) detailed design plans of the complete facilities including any structural, and geotechnical specifications,

(iv) detailed drainage plans of the proposed Pedestrian Overpass, confirming that the Pedestrian Overpass will not change or make worse the existing drainage conditions of the CPR Lands and any storm water collected on the surface or structure of the Pedestrian Overpass will be directed to a location off of CPR Lands, and

(v) details of any protective structures, catchments or barriers to prevent construction materials, waste or debris from falling onto CPR Lands and causing an Interference or Emergency Situation with CPR's Operations;

(d) the construction equipment and machinery to be used, the locations of construction machinery, equipment or other structures required for construction of the Pedestrian Overpass and proposed measures to avoid incidents or any damage to CPR's tracks;

(e) details of safety measures including signage and clearance areas to ensure that construction activities, machinery and materials do not block train crew's sight lines of any signals located near this location;

(f) confirmation of quantity of materials required and storage of materials;

(g) proposed location(s) for access to the construction site, and safety and security measures for proposed access locations to preclude any access by the public;

(h) arrangements for the exchange of information and reports; and

(i) any other details, plans or information required by CPR.

Approvals The parties agree that the Plan and construction schedule will be subject to CPR's written approval acting reasonably and CPR, in its sole discretion, may require the Applicant to make changes or alterations to the Plans and construction schedule to meet CPR's operational requirements prior to granting its approval. Schedule [x] shall be amended to include the final approved Plan. The parties further agree that no work will commence on CPR Lands until the Applicant has received confirmation from CPR that it has approved the Plan and the Applicant is in compliance with the Access Protocols in Schedule [x].

Construction The Applicant shall be responsible, at its expense, for all construction work related to the Pedestrian Overpass to the satisfaction of CPR. The Applicant shall carry out or cause its contractors to carry out the construction and installation of the Pedestrian Overpass and any and all necessary or desirable work to complete the Pedestrian Overpass:

(a) in accordance with the approved Plan and construction schedule;

(b) under the supervision of a professional engineer to ensure compliance with the approved Plan and construction schedule, which professional engineer will, upon completion of the Pedestrian Overpass, provide a letter to CPR signed and sealed attesting to the completion in accordance with the above;

(c) under the supervision of CPR's designated Project Manager (internally or externally sourced at CPR's sole discretion) where aspects of the construction or work may impact CPR's Operations;

(d) to install barriers or fencing between CPR Lands and lands occupied by the Applicant to prevent members of the public or the Applicant's invitees from accessing CPR Lands at-grade, and limiting their access to CPR Lands;

(e) to install and maintain signs at the Pedestrian Overpass or CPR Lands as set out in Section 11;

(f) to obtain all necessary regulatory approvals and or permits required related to the construction of the Pedestrian Overpass;

(g) to comply with the obligations and responsibilities of a "proponent" under the *Railway Safety Act* and related regulations, including the issuance of any Notices of Railway Works, if applicable. The parties agree that the Applicant shall be deemed to be the "proponent" under the *Railway Safety Act* with respect to the construction of the Pedestrian Overpass; and

(h) to coordinate access to the surface or subsurface of the CPR Lands or any CPR railway property to construct the Pedestrian Overpass and coordinating such work in accordance with the Access Protocols in Schedule [x].

Without limiting the generality of the foregoing, the Applicant shall schedule all construction and installation work in order to avoid disruption of CPR's Operations. In the event that CPR must re-schedule, delay or divert trains in order to accommodate the construction of the Pedestrian Overpass, the Applicant shall pay to CPR the costs incurred by CPR as a result of any re-scheduling, delay or diversion, upon receipt of CPR's invoice therefore together with supporting documentation. CPR shall give notice to the Applicant in advance of CPR's decision to re-schedule, delay or divert a train. The Applicant will have the option of suffering a delay in construction as an alternative to paying the prorated cost of a re-scheduling, delay or diversion. Such option must be exercised by the Applicant in writing at least forth-eight (48) hours prior to the train schedule.

Liens The Applicant shall keep CPR Lands free from any and all labourers', materialmen's and mechanic's liens and similar claims and encumbrances. To the fullest extent permitted by law, the Applicant waives all rights of such liens against the property and premises of CPR. If the Applicant fails to release and discharge any claim of lien of others against the property or premises of CPR within thirty (30) working days of receiving notice from CPR, CPR may, at its option, discharge or release the claim of lien or otherwise deal with the lien claimant, and the Applicant shall pay CPR any and all costs and expenses of CPR in so doing, including reasonable legal fees and expenses incurred by CPR.

7. INSPECTION OF PEDESTRIAN OVERPASS

(a) Within approximately thirty (30) days of completion of the Pedestrian Overpass, CPR will conduct a site inspection and document any matters of non-compliance with this Agreement or any safety concerns. Further, CPR shall have the right at any time (but not the obligation) to conduct such inspections, tests and assessments of the Pedestrian Overpass, as it deems appropriate to determine the Applicant's compliance with its obligations under this Agreement. The Applicant agrees to cooperate with CPR in any such inspections, tests and assessments.

(b) If any such inspection, test or assessment discloses any non-compliance, CPR will give the Applicant notice of such failure, in which event the Applicant shall correct such failure within a period of thirty (30) days. In the event that the Applicant does not rectify such failure within the specified time, CPR may pursue such remedies as provided for in Section 16.

(c) The Applicant shall make available, upon reasonable notice, for CPR's inspections at the Applicant's offices during normal business hours, all current records pertaining to the construction, Maintenance and Material Alteration of the Pedestrian Overpass.

8. ALTERATION OF PEDESTRIAN OVERPASS

(a) If the Applicant wishes to undertake a Material Alteration, the Applicant agrees to obtain CPR's prior consent by delivering notice together with design plans identifying the Material Alteration ("**Alteration Plans**") to CPR not less than ninety (90) days prior (or such longer period as CPR may reasonably determine from time to time provided that CPR has provided notice of such longer notice period to the Applicant) to the commencement date of such Material Alteration.

(b) Such consent shall not be unreasonably withheld or delayed by CPR, having regard to the requirement that any such work must comply with the Access Protocols in Schedule [x].

(c) The Applicant shall ensure that the Material Alteration work referred to in subsections 8(a) and (b) is performed in a good and workmanlike manner, at its sole cost and risk, and strictly in accordance with the Alteration Plans approved by CPR and any other conditions specified by CPR (acting reasonably) at the time any such consent may be granted. The Applicant agrees to schedule and coordinate such Material Alteration work with CPR in accordance with the Access Protocols in Schedule [x].

(d) The Applicant shall be responsible to pay CPR for all Costs incurred in relation to the Material Alteration, as the case may be. CPR reserves the right to charge an administration fee for the review and, if applicable, approval of the Alteration Plans.

(e) Upon completion of the Material Alteration, CPR may request "as built" plans, and such plans shall amend and replace the Plan in Schedule [x]. The parties further agree to file such amended plans with the Agency.

(f) If applicable, any Material Alteration or Maintenance of the Pedestrian Overpass crossing over or under other existing pipes, pipelines, sewers, drains, cables, fences, signals, electrical power facilities, communications and fibre optic facilities, or any other utilities or appurtenances thereto (whether owned by CPR or any third parties), shall be located, protected and relocated (temporary or permanent) as required in accordance with all Relevant Laws, local conditions, and the requirements of CPR and any third party utility owners. The Applicant will be responsible to obtain the requirements as may be stipulated by any public utility or other third party utility owners (including those with respect to communications and fibre optic systems). If, in the conduct of such work, any change or alteration in pipes, pipelines, sewers, drains, cables, fences, signals, electrical power facilities, communications and fibre optic facilities, or any other utility or CPR's facilities or other installation are necessary, either temporarily or permanently, the cost and expense of such change shall be borne entirely by the Applicant. Any Material Alteration or Maintenance shall be no closer than [x] feet from another system, or utility, including communications, fibre optic and signal systems, except with the prior written consent of CPR, which shall be at CPR's sole discretion, and subject to the Applicant paying to CPR the Costs, including on-site supervision and property protection. If any work is to be carried out in the vicinity of third party communications and fibre optic systems, the Applicant further agrees to ensure a fibre optic locate is undertaken and that a third party representative is present during any such work. The Applicant shall also reimburse any relevant third parties for their costs incurred.

9. RECONSTRUCTION OR DISCONTINUANCE OF PEDESTRIAN OVERPASS

(a) In the event the Applicant wishes to reconstruct the Pedestrian Overpass, the Applicant shall give CPR at least twelve (12) months notice and provide design plans as required for a Material Alteration in subsection 8(a). The parties agree to comply with the provisions of Section 8.

(b) If, at any time, the Applicant decides to permanently discontinue the Pedestrian Overpass, the Applicant shall give CPR at least ninety (90) days' notice of such Discontinuance. In that event, the Applicant shall, at its own risk and expense, diligently pursue the Removal of the Pedestrian Overpass from the Crossing Area (which Removal shall be completed no later than twelve (12) months from the expiration of the notice period referred to above). In doing so, the Applicant shall leave the Crossing Area in a neat, clean and level state, in good order and condition, free of any environmental contamination resulting from the Applicant's occupation or use thereof. Such Removal may be subject to the supervision and conditions of CPR and shall be in accordance with Schedule [x] or any other terms set out by CPR. The Applicant shall be responsible for all costs, including CPR's Cost incurred in relation to the Removal. Upon completion of the Removal of the Pedestrian Overpass, the Applicant shall notify the Agency and request that the Agency terminate any applicable order. Upon termination of any applicable order by the Agency, this Agreement shall terminate.

10. MAINTENANCE OF PEDESTRIAN OVERPASS

(a) The Applicant shall be solely responsible for the Maintenance of the Pedestrian Overpass and shall furnish all materials, parts, components, equipment and structures necessary to maintain as well as

any associated improvements such as ramps, approaches, side fences, signs and all lighting associated with the Pedestrian Overpass structure.

(b) The Applicant shall maintain the Pedestrian Overpass:

(i) in good order and condition so as not to Interfere with or impair CPR's Operations on the CPR Lands;

(ii) at its sole risk and cost; and

(iii) in accordance with all Relevant Laws.

(c) The Applicant agrees to inspect the Pedestrian Overpass on a regular basis to ensure that the Pedestrian Overpass remains in good repair and condition and shall promptly make any necessary repairs. The Applicant further agrees to complete an extensive engineering inspection every five (5) years to identify any structural, geotechnical or other defects, and make any necessary improvements or repairs to ensure the Pedestrian Overpass remains structurally sound.

(d) In the event that the Applicant requires access to the surface or subsurface of the CPR Lands or any CPR railway property to maintain the Pedestrian Overpass, such access shall be coordinated with CPR in accordance with the Access Protocols in Schedule [x]. In the event that the Applicant's Maintenance work could impact the safety of CPR's Operations, the Applicant also agrees to contact CPR and coordinate such work in accordance with the Access Protocols, as applicable.

11. SIGNAGE

(a) The Applicant agrees to install and maintain at its expense, a minimum of two (2) signs on either side of CPR Lands indicating that:

(i) the Pedestrian Overpass is the property of the Applicant and use of the Pedestrian Overpass is by permission of the Applicant for the Applicant's invitees;

(ii) CPR is the owner of CPR Lands; and

(iii) entering CPR Lands at grade and accessing the right-of-way or track are strictly prohibited, and constitute trespassing onto CPR Lands.

(b) The Applicant further agrees to install and maintain at its expense such other signage as the parties may determine is necessary for the safety and proper use of the Pedestrian Overpass.

12. FEES AND INVOICING

(a) In consideration of the permission granted by CPR to use the Crossing Area, the Applicant shall pay to CPR a one time fee of $1,00 plus the applicable Goods and Services Tax (GST) (the "**Fees**"), on the effective date first written above.

(b) All work that must be carried out by CPR as set out herein shall be carried out by CPR at the Applicant's cost and expense and the Applicant shall indemnify and hold harmless CPR from and against any claims or actions of any nature resulting from such Costs or expenses. CPR will invoice the Applicant and the Applicant shall pay any Costs which arise or result from the construction of the Pedestrian Overpass, Maintenance, Material Alteration, or Removal thereof within thirty (30) days after receipt by the Applicant of a written statement identifying the work and Costs or expenses incurred.

13. INDEMNITY

(a) The Applicant agrees that it shall make no claim or demand against CPR or any of its employees, officers, agents, contractors and invitees for any injury, including injury resulting in death, loss or damage to property suffered or sustained by the Applicant or its employees, officers or agents, or by any other person or corporation, which is based upon, arises out of or is connected with this Agreement or anything done or maintained hereunder or anything not done or maintained as required hereunder, and hereby waives, as against CPR and its employees, officers, agents, contractors and invitees, all such claims or demands, except to the extent that such claims or demands are caused by or contributed to by the negligence of CPR or its employees or breach of this agreement.

(b) Except to the extent of CPR's own negligence, and in addition to any other indemnification provided for in this Agreement, the Applicant shall indemnify and save harmless CPR and its employees, officers, agents, contractors and invitees from and against any and all claims, actions, damages, liabilities, costs and expenses whatsoever incurred by CPR in connection with the Pedestrian Overpass or this Agreement, including:

(i) any breach by the Applicant of any of its covenants or agreements hereunder;

(ii) any personal injuries, as well as those resulting in death, or damage to or destruction of CPR property or third party property (including without limitation, engines, rolling stock and all other equipment and their contents); and

(iii) any act or omission, negligent or otherwise, of Applicant, its employees, agents, contractors.

(c) Subject to clause (b), CPR shall indemnify and save harmless the Applicant and its employees, officers, agents, contractors and invitees from and against any and all claims, actions, damages, liabilities, costs and expenses whatsoever incurred by the Applicant which are caused by or contributed to by the negligence of CPR or its employees or caused by CPR's breach of this Agreement.

(d) The covenants and provisions of Section 13 shall survive expiry or earlier termination of this Agreement.

14. ENVIRONMENTAL OBLIGATIONS

The Applicant shall:

(a) carry out all measures CPR may reasonably consider appropriate, to avoid creating a hazardous, unsafe, unhealthy or environmentally unsound condition within the CPR Lands (including without limitation, appropriate drainage measures and improvements to ensure drainage associated with the Pedestrian Overpass is directed off of the CPR Lands and that any Hazardous Substances, debris accumulations etc. associated with the Pedestrian Overpass will not drain directly onto the CPR Lands and its trackage);

(b) notify any regulatory authorities as required by law and provide a written follow-up report to CPR within five (5) business days of:

(i) the detection of a Hazardous Substance in the Crossing Area that could impact CPR Lands or CPR's Operations, or

(ii) any event in or affecting the Crossing Area which constitutes an offence of or is reportable under any Relevant Laws,

and such follow-up report shall describe the incident, substance and volume released and measures undertaken or planned to clean up and remove the Hazardous Substance and any contaminated soil, water, materials and waste; and

(c) coordinate with CPR to:

(i) carry out all work required by law, court order or any governmental authority or agency to remove any Hazardous Substance which is present within the CPR Lands, and

(ii) remove and clean up, to the satisfaction of CPR, any Hazardous Substance in or upon the CPR Lands; provided that CPR may elect to perform some of the work, but all such work shall be at the Applicant's expense,

The covenants and provisions of Section 14 shall survive expiry or earlier termination of this Agreement.

15. INSURANCE

The Applicant shall, at its own expense, obtain and maintain during the term of this Agreement and with an insurance company acceptable to CPR, acting reasonably, the following insurance policies:

(a) **Commercial General Liability** (C:G.L) insurance with a limit of not less than ten (10) Million Dollars ($10,000,000) any one loss or occurrence for personal injury, bodily injury or damage to property including loss of use thereof. This policy shall by its wording or by endorsement include but not be limited to the following:

(i) name CPR and its associated or affiliated companies (and the directors, officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to this Agreement and incidental thereto;

(ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

(iii) blanket contractual liability, including the insurable liabilities assumed by the Applicant under this Agreement;

(iv) broad form products and completed operations;

(v) shall not exclude operations on or in the vicinity of the railway right of way, if applicable;

(vi) non-owned auto liability;

(vii) shall not exclude any existing property of CPR;

(viii) employer's liability;

(ix) sudden and accidental pollution liability, if applicable; and

(x) property damage due to explosion, collapse, and underground hazards.

(b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars ($2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Applicant and used in regards to this Agreement.

(c) **Wrap-Up Commercial General Liability** insurance with a limit of not less than Five Million Dollars ($5,000,000) for any one loss or occurrence and for personal injury, bodily injury or damage to property including loss of use thereof. This policy shall by its wording or by endorsement include but not be limited to the following:

(i) name CPR and its associated or affiliated companies (and the directors, officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to this Agreement and incidental thereto;

(ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

(iii) non-owned auto liability;

(iv) blanket contractual liability;

(v) property damage in case of explosion, collapse or underground property damage;

(vi) broad form products and completed operations, not less than twenty four (24) months completed operations coverage;

(vii) shall not exclude operations on or in the vicinity of the railway right of way, if applicable; and

(viii) sudden and accidental pollution written to a minimum of the IBC 2313 form with 120 hour discover and reporting

CPR may from time to time increase such insurance amounts and/or require the Applicant to take out insurance in respect of additional risks to conform to then-prevailing commercial or insurance industry standards.

If requested by CPR, or by a third party acting on CPR's behalf, the Applicant is to provide written advice from the Workers' Compensation Board of the Province for which the contract will be executed, evidencing that the Applicant has complied in all respects with the Workers' Compensation Act of that province.

If requested by CPR, or by a third party acting on CPR's behalf, the Applicant shall, prior to the commencement of this Agreement, provide a copy of the certificate(s) of insurance evidencing the above insurances. CPR may at its option require the Applicant to annually provide CPR with a copy of updated certificate(s) of insurance evidencing the renewal of the above insurances. CPR shall have no obligation to examine such certificate(s) or to advise the Applicant in the event its insurances are not in compliance herewith. Acceptance of such certificate(s) which are not compliant with the stipulated coverage shall in no way whatsoever imply that CPR has waived its insurance requirements.

The Applicant agrees that the insurance coverage required to be maintained by it under the provisions of this Agreement shall not limit or restrict its liabilities under this Agreement.

The Applicant agrees that the insurances it maintains are primary and not excess of any other insurance that may be available.

The Applicant shall provide CPR with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident or claim has been discovered. The Applicant is responsible for any deductible and excluded loss under the insurance. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The policies shall be endorsed to provide CPR with not less than thirty (30) days written notice in advance of cancellation, material change, or amendments restricting coverage. Such notice shall be by registered mail to the specific attention of: Canadian Pacific Railway Company, c/o Ebix BPO, 151 North Lyon, Hemet, CA 92543. Alternatively, such notice can be sent by email to cprail@ebix.com.

CPR reserves the right to maintain the insurance in good standing at the Applicant's expense and to require the Applicant to obtain additional insurance where, in CPR's reasonable opinion, the circumstances so warrant. If the Applicant fails to maintain the insurances required under this Agreement, CPR may at its option terminate this Agreement.

16. TERMINATION

(a) This Agreement shall commence upon the effective date first written above and continue and be in force until terminated in accordance with Section 16(c) or further order of the Agency.

(b) Any of the following events shall constitute an event of default (an "Event of Default"):

(i) the Applicant fails to perform or fulfill any obligation in this Agreement relating to insurance;

(ii) the Applicant fails to pay the Fees or other sums required pursuant to this Agreement, and such failure continues for more than fifteen (15) days after notice of non-payment is given by CPR;

(iii) the Applicant fails to observe or perform or comply with any provision of this Agreement where such failure, in the sole opinion of CPR, brings into question issues of safety, interferes with or endangers CPR's Operations, or adversely impacts the CPR Lands;

(iv) the Applicant permits the Pedestrian Overpass or any part of it to be used by any other person for any purpose other than as expressly provided in this Agreement;

(v) the Applicant ceases to use the Pedestrian Overpass or any part thereof for the purposes contemplated herein, for a continuous period of ninety (90) days (except for temporary periods of construction, reconstruction, Maintenance or Material Alteration);

(vi) the Applicant fails to observe or perform any term, provision, covenant or obligation under this Agreement, and such failure continues for more than thirty (30) days after written notice setting out the details of such failure is given by CPR; or

(vii) this Agreement becomes contrary to the Relevant Laws.

(c) Upon the occurrence of any Event of Default:

(i) CPR may terminate the Agreement; and

(ii) CPR may exercise any remedy it has by operation of law or equity.

Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy nor or hereafter existing at law or in equity by statute or otherwise.

(d) Upon the termination of this Agreement, the Applicant shall Discontinue and Remove the Pedestrian Overpass in accordance with subsection 9(b).

(e) If there is a dispute between CPR and the Applicant regarding whether termination of the Agreement is appropriate in the circumstances, the parties agree to settle such dispute pursuant to Section 18, provided, however, that if in CPR's opinion, the failure is causing an immediate and serious threat or danger to the public, CPR's employees, CPR Lands or CPR's Operations, CPR shall have the right to apply to the Agency and/or Transport Canada, at any time, for a remedy.

(f) Termination of this Agreement, for any reason, shall not release the parties from any obligations or liabilities incurred during the continuance of this Agreement.

17. REMEDIES

If the Applicant fails to or neglects to perform any act or if the Applicant is otherwise in default of its obligations under this Agreement including, but not limited to, its Maintenance and environmental obligations herein, then CPR shall be entitled to, but is under no obligation to, undertake such reasonable measures as CPR may consider appropriate, at the sole cost and risk of the Applicant, who shall be liable to pay such amounts incurred by CPR to CPR, upon demand. Without limiting the generality of the foregoing, if CPR carries out work as an agent for the Applicant pursuant to this Section 17, the Applicant shall pay to CPR the Costs.

18. DISPUTE RESOLUTION

Subject to, and without prejudice to the rights of termination set forth in Section 16, the parties shall attempt, in good faith, to resolve or cure all disputes and claims with respect to the interpretation of this Agreement and the performance of their respective obligations hereunder. In the event of a dispute under this Agreement,

(a) either party may send a written notice to the other party setting out the nature of the dispute, and the parties shall each send a representative familiar with the matter to meet with a view to amicably resolving the dispute;

(b) if the parties are unable to resolve the dispute under subsection 18(a), within a reasonable period of time (such reasonable period of time being not more than sixty (60) days unless the parties mutually agree) they shall escalate the dispute to the senior officers of each party and negotiate in good faith for a period of at least thirty (30) days;

(c) in the event that the parties are unable to resolve the dispute under subsection (a) or (b), the parties shall submit the dispute to the Agency's mediation program; and

(d) failing a resolution under any of the above sections, either party shall be at liberty to make an application to the Agency for an order or pursue legal remedies available to it, as appropriate.

19. NOTICE

All notices or communications required hereunder shall be given by courier or facsimile, or if mailed by registered mail, postage prepaid, and addressed to the other party as follows:

in the case of CPR:

Canadian Pacific Railway Company
Suite 500, 401-9th Avenue S.W.
Calgary Alberta T2P 4Z4
Facsimile: (403) 319-3727
Attention: Manager Real Estate Prairies

in the case of the Applicant:

The City of Regina
2476 Victoria Avenue
Box 1790
Regina, SK S4P 3C8
Facsimile: (306) 777-6560
Attention: Brent Sjoberg, Deputy City Manager & CFO

or such other address as may be furnished from time to time by any party. Any notice, if delivered by courier or facsimile, shall be deemed to have been given or made on the date delivered or the date that a confirmation of receipt of the facsimile was recorded by the sender and, if mailed correctly, shall be deemed to have been received on the fifth (5th) business day after mailing. In the event of an actual or imminent disruption of postal service, any notice shall be delivered by courier or facsimile.

20. ASSIGNMENT

Neither this Agreement nor the Crossing Rights hereby granted shall be transferred or assigned by the Applicant to any party without the prior written consent of CPR, which consent may be arbitrarily withheld.

21. NO OTHER RIGHTS

The Applicant covenants, acknowledges and agrees that, notwithstanding the Crossing Rights granted herein, CPR is not conveying title to any real property, including the CPR Lands and notwithstanding any use of the Crossing Area, it is not the parties intention that the Applicant acquire any, other or further right, title or interest in and to the CPR Lands, by adverse possession or otherwise, save and except for the rights granted pursuant to this Agreement.

22. FURTHER ASSURANCES

CPR and the Applicant covenant and agree that they shall execute and deliver all such further assurances and do or perform or cause to be done or performed all such acts and things as may be required to be performed to fully carry out the provisions and intent of this Agreement.

23. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, board orders, permits or other documents pertaining to the subject matter of this Agreement as well as any understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties or conditions (including any that may be implied by statute, law or equity) in connection with the subject matter of this Agreement except as specifically set out in this Agreement.

24. INTERPRETATION

(a) The titles and headings used in this Agreement are provided solely to facilitate reference to its various provisions and shall not be used in its interpretation.

(b) If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed severed, but the remainder of this Agreement shall continue in full force and effect.

(c) Whenever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require, and this Agreement shall be construed as if the grammatical and terminological changes thereby rendered necessary has been made.

(d) This Agreement shall not constitute nor be interpreted to be either a partnership agreement, employment agreement, lease or joint venture agreement made between the parties.

(e) This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable thereto.

(f) Time shall be of the essence of this Agreement.

25. NON-WAIVER

No condoning, excusing or overlooking by either party, or by any person acting on its behalf, on previous occasions, of breaches or defaults similar to that for which any action is taken, or power exercised, or forfeiture is claimed or enforced against either party, shall be taken to operate as a waiver of any provision of this Agreement, nor to defeat, affect or prejudice in any particular way the rights of the parties hereunder.

26. GENERAL PROVISIONS

(a) Any and all obligations required to be performed by the Applicant under this Agreement shall be performed and carried out at the Applicant's cost and expense.

(b) This Agreement shall extend to, be binding upon and enure to the benefit of the successors in title, successors and permitted assigns of the parties to this Agreement.

(c) This Agreement shall not be amended unless executed in writing by both parties.

(d) The parties may execute this Agreement by facsimile or other electronic means and in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts taken together shall constitute one instrument.

IN WITNESS OF WHICH the parties have executed this Agreement with effect as of the date first above written.

CANADIAN PACIFIC RAILWAY COMPANY)
)
)
)
)
_____)
Per:)
)
)

THE CITY OF REGINA)
)
)
)
_____)
Per: City Clerk)
)

SCHEDULE [x]

PLANS OF OVERPASS AND CROSSING AREA

SCHEDULE [x]
ACCESS SAFETY AND SECURITY PROTOCOLS

1.1 **Access Requirements.** In order to ensure the safety of the Applicant personnel, CPR's employees and CPR's Operations, the Applicant's access to CPR Lands or any railway property for the purpose of construction, Maintenance or Material Alterations will be subject to the following conditions:

a) the Applicant shall deliver notice to CPR by contacting CPR's designated representative not less than ten (10) business days prior (or such longer period as CPR may reasonably determine from time to time to ensure flagging protection and all safety measures can be scheduled) to the date upon which the Applicant seeks to enter upon the CPR Lands, together with such other information as CPR may reasonably require;

b) no work of any nature shall be undertaken without scheduled flagging protection, unless otherwise agreed in advance in writing by CPR;

c) the Applicant shall contact CPR's "Call Before You Dig desk" at 1-888-248-4410 not less than ten (10) business days prior to the proposed access date to determine the location of any of CPR Utility Works or structures under or on the CPR Lands; and

d) the Applicant shall provide notice to and obtain consents from third party utility owners (including third party owners of communications and fibre optic systems) if they will be affected by the construction, Maintenance or Material Alteration, including those third parties who are required to give consents to protect and/or relocate such utilities.

1.2 **Safety and Security Requirements.**

In addition to the Access Protocols, the parties agree that any construction, Maintenance or Material Alterations carried out on the CPR Lands will be subject to the following safety and security conditions:

a) The Applicant will be responsible for ensuring the safety and health of its personnel and for compliance with all Relevant Laws including requirements for occupational health and safety.

b) The Applicant agrees to ensure that its personnel (including any contractors) wear photo identification badges at all times while on the CPR Lands to comply with CPR's security requirements. The Applicant agrees to comply with and to ensure its contractors performing work on the CPR Lands comply with security directives and requirements as communicated by CPR from time to time.

c) The Applicant agrees to ensure that its personnel adhere to CPR safety requirements including the "Minimum Requirements for Contractors working on Railway Property" guide, and such other applicable safety stipulations and rules as communicated by CPR from time to time.

d) The Applicant shall adhere to the directions of any CPR flagpersons, inspectors and supervisory personnel (including engineering and technical support) as CPR may require supervising any construction, Maintenance or Material Alteration work on the CPR Lands. Instructions may include orders with respect to security restrictions, safety requirements or Emergency Situations. The parties acknowledge that CPR has limited resources available for flagging protection and that flagging protection is subject to the availability of qualified flagpersons who must be allocated by CPR across its service area for ongoing CPR Operations and other concurrent construction and maintenance projects. CPR will not grant any requests to provide flagpersons to work any additional days or overtime.

e) Notwithstanding CPR's consent to provide access if an Emergency Situation arises over, on or under the CPR Lands (including derailment), or the presence of the Applicant or their activities are causing a danger or an Interference to CPR's Operations, CPR may direct that the Applicant and its personnel exit from the CPR Lands for such period of time as CPR deems appropriate. In CPR's sole opinion, any Interference caused by the Applicant must be remedied to CPR's satisfaction prior to CPR allowing the Applicant and its personnel to resume access onto the CPR Lands. CPR shall not be responsible for any costs incurred by the Applicant or any of their personnel for any delays due to an evacuation or shutdown pursuant to this Section.

Furthermore, in the event that CPR determines or deems that an Emergency Situation exists and requires temporary closure of the Pedestrian Overpass to be carried out immediately, CPR shall have the right to effect temporary closure of the Pedestrian Overpass. CPR will advise the Applicant of such closure as soon as reasonably possible, and further advise the Applicant when such closure is no longer required. CPR shall not be responsible for any costs arising out of such temporary closure.

f) Any machinery or equipment used for construction, Maintenance or a Material Alteration must meet applicable safety regulations and requirements. The Applicant shall not store any fuel, oil or lubricants on the CPR Lands or permit any fuelling or servicing of any machinery or equipment on the CPR Lands.

g) The Applicant shall not permit members of the public or other unknown persons other than the Applicant personnel to accompany them to the construction, Maintenance or Material Alteration area of the CPR Lands.

(collectively, the "**Access Protocols**").

SCHEDULE "G"

FORM OF BILL OF SALE

BILL OF SALE AND CONVEYANCE AGREEMENT

THIS AGREEMENT is dated for reference the _____ day of _____, 20____.

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY

(the "**Vendor**")

-and-

THE CITY OF REGINA

(the "**Purchaser**")

WHEREAS pursuant to a Purchase and Sale Agreement between the Vendor and the Purchaser and dated for reference the _____ day of _____, 2012, as amended (the "**Purchase Agreement**") for the lands and premises comprising 17.39 acres more or less of the lands legally described as Reference Land Description: NW, Sec 19 Twp 17 Rge 19 W2, Plan No 16074 Extension 0, As described on Certificate of Title 98RA15393, the Vendor agreed to transfer ownership, responsibility liability and control of the Broad Street Overpasses to the Purchaser, all as provided in the Purchase Agreement;

NOW THEREFORE in consideration of the sum of ten ($10.00) dollars of lawful money of Canada and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Vendor), the parties hereto covenant and agree as follows:

1. Definitions. Words capitalized in this Agreement (including the recitals hereof) and not otherwise defined herein, shall have the meaning ascribed to such words in the Purchase Agreement.

2. Transfer. The Vendor hereby absolutely sells, transfers, conveys and assigns to the Purchaser, its successors and assigns forever, all of the Vendor's right, title and interest as of the date hereof, both at law and in equity of, in and to the Broad Street Overpasses and all rights, benefits and advantages whatsoever to be derived therefrom accruing from and after the date hereof to have and to hold the same unto the Purchaser absolutely. The Purchaser hereby assumes all liabilies and obligations relating to the Broad Street Overpasses.

3. Indemnity. The Purchaser hereby agrees to indemnify and save harmless the Vendor, its directors, officers, employees and agents from and against any claims, demands, liabilities, losses, damages and expenses whatsoever, direct or indirect, incurred or suffered by the Vendor, its directors, officers, employees and agents, including but not limited to those made or imposed by any lawful authority, with respect to the Broad Street Overpasses, including without limitation any of the foregoing in relation to or in any way connected with the Purchaser's use, maintenance, repair, alteration or removal thereof.

4. Further Assurances. The parties hereto agree that they shall at all times execute and deliver at the reasonable request of the other, such further assurances as may be necessary to give full effect to the intent and meaning of this Agreement.

5. Governing Law. This Agreement shall be interpreted in accordance with the laws of Saskatchewan and the laws of Canada applicable therein.

6. Successors and Assigns. This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and upon their respective successors and assigns.

7. Counterparts. The parties hereto agree that this Agreement may be executed in counterpart and that the executed counterparts shall together form this Agreement. Any such executed counterpart may be delivered by facsimile transmission or by email in PDF format and will be deemed to be an original document.

IN WITNESS WHEREOF the Parties have executed this Agreement, dated for reference as at the date first above written.

THE CITY OF REGINA

Per: _____
Joni Swidnicki, City Clerk

Executed on _____

CANADIAN PACIFIC RAILWAY COMPANY

Per: _____
Peter Merchant
General Manager, Real Estate

Executed on _____

SCHEDULE "H"

FORM OF EASEMENT AGREEMENT

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated for reference the _____ day of _____, 2012

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY

(the "**Grantor**")

- and -

THE CITY OF REGINA

(the "**Grantee**")

WHEREAS the Grantor is the registered owner of the Servient Lands.

AND WHEREAS the Grantee is the registered owner of the Dominant Lands.

AND WHEREAS the Grantee desires and the Grantor has agreed to grant to the Grantee an easement over a portion of the Servient Lands to be used to provide a public passageway across the Servient Lands.

NOW THEREFORE in consideration of the mutual covenants and conditions herein set forth, the payment of $10.00 from the Grantee to the Grantor and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

1. Definitions

(a) "**Abutments**" means those portions of the retaining wall structures on the East and West sides of the roadway commonly known as Broad Street that are situated within the Easement Area and that form the underpass side walls, including without limitation any abutments buttressing or supporting the Broad Street Overpasses, foundations, safety railings and fences.

(b) "**Agreement**" means this Easement Agreement and all amendments hereto.

(c) "**Broad Street Overpasses**" means the two bridge structures passing over the roadway commonly known as Broad Street and identified as Bridge #1 and Bridge #2 on the drawing attached hereto as Schedule "B", including but not limited to any walkway, bridge deck structure, ballasts and other permanent or temporary supporting materials, bridge substructure, median bridge columns signs, lights and other associated works and improvements but not including the Abutments.

(d) "**Dominant Lands**" means those streets, lanes and public reserves adjacent to the Servient Lands.

(e) "**Easement Area**" means that portion of the Servient Lands shown outlined by a broken line on the drawing attached hereto as Schedule "B".

(f) "**Effective Date**" means the date of this Agreement.

(g) "**Grantee**" means The City of Regina and its successors in title from time to time as owner of the Dominant Lands.

(h) "**Grantor**" means Canadian Pacific Railway Company and its successors in title from time to time as owner of the Servient Lands or any portion thereof.

(i) "**Improvements**" means any structures, improvements and appurtances situate within the Easement Area, including but not limited to the Abutments, the Broad Street Overpasses and the Roadway.

(j) **"Operation and Repair"** means, collectively:

(i) replacement, repair and maintenance of the Improvements;

(ii) removal of the Broad Street Overpasses, if applicable;

(iii) day to day cleaning of the Improvements;

(iv) day to day provision for and operation of security and other systems forming part of, or used in connection with, the Improvements including, without limitation, the supply of utilities thereto;

(v) placement and maintenance of insurance on the Improvements as provided in Section 5 hereof; and

(vi) satisfaction of any other continuing obligation or liability related to the Improvements and their replacement, repair, operation, maintenance and cleaning.

(k) "**Roadway**" means that portion of the roadway commonly known as Broad Street that is situated within the Easement Area, including but not limited to any pavement, curbs, sidewalks, sidewalk substructures, gutters and other associated infrastructure, works and improvements.

(l) "**Servient Lands**" means those lands which are legally described on the attached Schedule "A".

(m) "**Term**" means the term of this Agreement set out in Section 2.

2. Term of Agreement

This Agreement and the rights and privileges conferred herein shall remain in force and effect from the Effective Date until the date that is 365 days after the date the Grantee completes the removal of the Broad Street Overpasses in accordance with the terms of this Agreement, unless terminated by written agreement of the parties.

3. Easements

(a) Easement for Operation and Repair: Subject to Section 4(a) of this Agreement, the Grantor, being registered as owner of an estate in fee simple of and in the Servient Lands, subject to such encumbrances, liens and interests endorsed on the certificate of title therefor as of the Effective Date, does hereby grant to the Grantee, its servants, employees, agents, contractors and subcontractors, in common with the Grantor and others entitled thereto, for the period hereinafter set forth and only to the extent

reasonably necessary to allow the Grantee, its servants, employees, agents, contractors and subcontractors to fulfil any obligation or right provided for in this Agreement to carry out and provide Operation and Repair, an easement and right of use in, over and across the Easement Area to carry out and provide Operation and Repair.

(b) Easement for Pedestrian Access: The Grantor, being registered as owner of an estate in fee simple of and in the Servient Lands, subject to such encumbrances, liens and interests endorsed on the certificate of title therefor as of the Effective Date, does hereby grant to the Grantee, its employees, invitees and licensees in common with the Grantor and others entitled thereto, an easement and right of use in, over and across the portion of the Easement Area within which the Broad Street Overpasses are located, together with those portions of the Easement Area immediately adjacent thereto, as may reasonably be required solely for the purpose of providing pedestrian access across and over the Easement Area (which may include, in addition to foot traffic, bicycles or other forms of non-motorized transportation) and for no other purpose except as herein provided, provided that notwithstanding anything to the contrary, the Grantee and its employees, invitees and licensees shall not be entitled to exercise the right of use granted under this Section 3(b) or use the Easement Area for the purposes set out in this Section 3(b) until August 1, 2014.

(c) Qualifications on Use of Easement Rights: In connection with the exercise by the Grantee of any right, privilege, easement and right of use in Sections 3(a) and (b) above, its shall do so:

(i) having access to and use of only that portion of the Easement Area as may be reasonably necessary to carry out Operation and Repair in a commercially reasonable manner and without undue disturbance or interference with the normal use and operation of the Servient Lands; and

(ii) in a manner so as to cause as little disruption and inconvenience as is reasonably possible to the Grantor and its occupants, servants, employees, agents, invitees and guests.

(d) Interest in Land: The parties acknowledge and agree that the easement and covenants granted herein are, and shall be covenants running with the lands, which benefit the Dominant Lands and burden the Servient Lands, and the Grantee shall be entitled to register this Agreement against the title to the Dominant Lands and the Servient Lands.

4. Maintenance and Repairs

(a) Prior to commencing any Operation and Repair set out in Sections 1(j)(i), 1(j)(ii) or (1)(j)(vi), including without limitation any replacement, repair or maintenance of the Abutments or any removal of the Broad Street Overpasses, the Grantee shall obtain the Grantor's prior written consent to all material aspects of any such Operation and Repair, including without limitation:

(i) a detailed scope of work confirming all activities to be undertaken;

(ii) the construction schedule and all material amendments, revisions, modifications, additions or deletions thereto made from time to time; and

(iii) the architectural, electrical, structural, mechanical, engineering and other materials, plans and specifications in respect of such work and all material amendments, revisions, modifications, additions or deletions thereto made from time to time.

Any such Operation and Repair may be subject to the supervision and conditions of the Grantor and shall be completed in accordance with any other terms set out by the Grantor, acting reasonably.

(b) During the Term, the Grantee shall at its own cost and expense be responsible for the Operation and Repair.

(c) The Grantee shall operate the Broad Street Overpasses to a standard generally applicable to public bridges and overpasses in Regina, Saskatchewan, provided that such standard shall not, in any event, be less than the standard for the Broad Street Overpasses in existence as at the date of this Agreement.

(d) The Grantee shall repair, replace, maintain and clean the Improvements in good order and condition which shall not, in any event, be less than the condition of the Improvements as at the date of this Agreement.

(e) All work performed within the Easement Area by the Grantee shall be carried out in a good and workmanlike manner in accordance with sound architectural, engineering and construction practices. All such work shall be carried out in a manner as to cause as little interference as is reasonably possible to the Grantor and others entitled to the use of the Servient Lands and with as little damage as is reasonably possible to the Servient Lands. Subject to the rights granted to the Grantee pursuant to this Agreement, following completion of any such work the Grantee shall restore the Servient Lands and the improvements situate thereon to the condition existing immediately prior to the commencement of such work.

(f) If the Grantee fails to perform any work to the Easement Area required under this Agreement in accordance with the terms hereof or otherwise fails to comply with any of its obligations under this Agreement, the Grantor may give written notice specifying the nature of the failure in sufficient detail to allow the Grantee to remedy such failure. If the Grantee fails to remedy such failure within 30 days (or such shorter period of time as may be reasonable given the circumstances) following the date of receipt of such notice (or if such failure cannot reasonably be remedied within such 30 day or shorter period, the Grantee fails to commence to remedy such failure within such 30 day or shorter period or thereafter fails to proceed diligently to remedy such failure), then the Grantor may rectify the failure and all costs and expenses incurred by it in rectifying the failure shall be reimbursed by the Grantee upon demand therefor. Such costs and expenses shall form an encumbrance, lien and charge against the Dominant Lands and shall bear interest from the date of demand for payment until fully paid at the rate of one-half percent (0.5%) per month, equivalent to an effective annual rate of six percent (6%) from the date when it becomes payable under the terms of this Agreement until it is paid, and the interest will accrue and be payable without the necessity of any demand for it being made.

(g) The Grantee shall keep the Servient Lands free from any and all labourers', materialmen's and mechanic's liens and similar claims and encumbrances. To the fullest extent permitted by law, the Grantee waives all rights of such liens against the property and premises of the Grantor. If the Grantee fails to release and discharge any claim of lien of others against the property or premises of the Grantor within thirty (30) working days of receiving notice from the Grantor, the Grantor may, at its option, discharge or release the claim of lien or otherwise deal with the lien claimant, and the Grantee shall pay the Grantor any and all costs and expenses of the Grantor in so doing, including reasonable legal fees and expenses incurred by the Grantor.

(h) Nothing herein provided shall restrict the Grantor's right to enter onto and use the Easement Area for such purposes as the Grantor deems appropriate, including the inspection, replacement, repair, maintenance and removal of any of the Grantor's property situated within the Easement Area, provided that the Grantor shall use

reasonable commercial efforts to cause as little disruption and inconvenience as is reasonably possible to the Grantee in the exercise of such rights.

(i) The Grantor shall have the right at any time (but not the obligation) to conduct such inspections, tests and assessments of the Easement Area and the Improvements as it deems appropriate to determine the Grantee's compliance with its obligations under this Agreement. The Grantee agrees to cooperate with the Grantor in any such inspections, tests and assessments. The Grantee shall make available, upon reasonable notice, for the Grantor's inspections at the Grantee's offices during normal business hours, all current records pertaining to Operation and Repair.

(j) If requested in writing by the Grantor within 365 days after the date of expiry or termination of this Agreement, the Grantee shall at its sole cost and expense within 180 days of receipt of such notice, remove the Broad Street Overpasses and any improvements constructed by the Grantee pursuant to this Agreement and the Grantee shall restore and repair the Easement Area to the condition existing immediately prior to the Grantee's use thereof. The provisions of this Section 4(j) shall survive termination of this Agreement.

5. Insurance

The Grantee shall, at its own expense, obtain and maintain during the term of this Agreement and with an insurance company acceptable to the Grantor, acting reasonably, the following insurance policies:

(a) **Commercial General Liability** (C.G.L) insurance with a limit of not less than ten (10) Million Dollars ($10,000,000) any one loss or occurrence for personal injury, bodily injury or damage to property including loss of use thereof. This policy shall by its wording or by endorsement include but not be limited to the following:

(i) name the Grantor and its associated or affiliated companies (and the directors, officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to this Agreement and incidental thereto;

(ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

(iii) blanket contractual liability, including the insurable liabilities assumed by the Grantee under this Agreement;

(iv) broad form products and completed operations;

(v) shall not exclude operations on or in the vicinity of the railway right of way, if applicable;

(vi) non-owned auto liability;

(vii) shall not exclude any existing property of the Grantor;

(viii) employer's liability;

(ix) sudden and accidental pollution liability, if applicable; and

(x) property damage due to explosion, collapse, and underground hazards.

(b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars ($2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Grantee and used in regards to this Agreement.

(c) **Wrap-Up Commercial General Liability** insurance with a limit of not less than Five Million Dollars ($5,000,000) for any one loss or occurrence and for personal injury, bodily injury or damage to property including loss of use thereof. This policy shall by its wording or by endorsement include but not be limited to the following:

(i) name the Grantor and its associated or affiliated companies (and the directors, officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to this Agreement and incidental thereto;

(iii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

(iv) non-owned auto liability;

(v) blanket contractual liability;

(vi) property damage in case of explosion, collapse or underground property damage;

(vii) broad form products and completed operations, not less than twenty four (24) months completed operations coverage;

(viii) shall not exclude operations on or in the vicinity of the railway right of way, if applicable; and

(ix) sudden and accidental pollution written to a minimum of the IBC 2313 form with 120 hour discover and reporting

The Grantor may from time to time increase such insurance amounts and/or require the Grantee to take out insurance in respect of additional risks to conform to then-prevailing commercial or insurance industry standards.

If requested by the Grantor, or by a third party acting on the Grantor's behalf, the Grantee is to provide written advice from the Workers' Compensation Board of the Province for which the contract will be executed, evidencing that the Grantee has complied in all respects with the Workers' Compensation Act of that province.

If requested by Grantor, or by a third party acting on the Grantor's behalf, the Grantee shall, prior to the commencement of this Agreement, provide a copy of the certificate(s) of insurance evidencing the above insurances. The Grantor may at its option require the Grantee to annually provide the Grantor with a copy of updated certificate(s) of insurance evidencing the renewal of the above insurances. The Grantor shall have no obligation to examine such certificate(s) or to advise the Grantee in the event its insurances are not in compliance herewith. Acceptance of such certificate(s) which are not compliant with the stipulated coverage shall in no way whatsoever imply that the Grantor has waived its insurance requirements.

The Grantee agrees that the insurance coverage required to be maintained by it under the provisions of this Agreement shall not limit or restrict its liabilities under this Agreement.

The Grantee agrees that the insurances it maintains are primary and not excess of any other insurance that may be available.

The Grantee shall provide the Grantor with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident or claim has been discovered. The Grantee is responsible for any deductible and excluded loss under the insurance. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The policies shall be endorsed to provide the Grantor with not less than thirty (30) days written notice in advance of cancellation, material change, or amendments restricting coverage. Such notice shall be by registered mail to the specific attention of: Canadian Pacific Railway Company, c/o Ebix BPO, 151 North Lyon, Hemet, CA 92543. Alternatively, such notice can be sent by email to cprail@ebix.com.

The Grantor reserves the right to maintain the insurance in good standing at the Grantee's expense and to require the Grantee to obtain additional insurance where, in the Grantor's reasonable opinion, the circumstances so warrant. If the Grantee fails to maintain the insurance required under this Agreement, the Grantor may at its option terminate this Agreement.

6. Indemnity

(a) The Grantee agrees that it shall make no claim or demand against the Grantor or any of its employees, officers, agents, contractors and invitees for any injury, including injury resulting in death, loss or damage to property suffered or sustained by the Grantee or its employees, officers or agents, or by any other person or corporation, which is based upon, arises out of or is connected with this Agreement or anything done or maintained hereunder or anything not done or maintained as required hereunder, and hereby waives, as against the Grantor and its employees, officers, agents, contractors and invitees, all such claims or demands, except to the extent that such claims or demands are caused by or contributed to by the negligence of the Grantor or its employees or breach of this agreement.

(b) Except to the extent of the Grantor's own negligence, and in addition to any other indemnification provided for in this Agreement, the Grantee shall indemnify and save harmless the Grantor and its employees, officers, agents, contractors and invitees from and against any and all claims, actions, damages, liabilities, costs and expenses whatsoever incurred by Grantor in connection with the Improvements or this Agreement:

(i) any breach by the Grantee of any of its covenants or agreements hereunder;

(ii) the Operation and Repair;

(iii) any personal injuries, as well as those resulting in death, or damage to or destruction of the Grantor's property or third party property (including without limitation, engines, rolling stock and all other equipment and their contents); and

(iv) any act or omission, negligent or otherwise, of the Grantee, its employees, agents or contractors.

(c) The covenants and provisions of this Section 6 shall survive expiry or earlier termination of this Agreement.

7. Arbitration

(a) In the event of a determination by either party that there exists a matter in dispute between the parties as to the interpretation or effect of any of the terms or conditions of this Agreement, such dispute shall be settled and determined by a single arbitrator appointed under the provisions of the *Arbitration Act* (Saskatchewan).

(b) Any arbitration award may include an award of costs and interest.

(c) Each of the parties shall do all acts and things and execute all deeds and instruments necessary to give effect to any award made upon any such arbitration.

(d) Except to the extent expressly modified by the provisions of this Agreement, the provisions of the *Arbitration Act* (Saskatchewan), shall apply to any arbitration required or permitted under this Agreement.

(e) The decision of the arbitrator shall be final and binding on the parties and there shall be no appeal of the decision to the courts.

8. Notices and Consents

(a) Any and all notices to be given or which may be given under this Agreement shall be given in writing and shall be delivered personally, or by facsimile, or by email in pdf format, addressed and given in each case as follows:

To the Grantor:

Canadian Pacific Railway Company
Suite 1100, Granville Square
200 Granville Street
Vancouver, BC, V6C 2R3
Attention: Director Real Estate West
Facsimile: (604) 643-3381

To the Grantee:

The City of Regina
2476 Victoria Avenue
Box 1790
Regina, SK S4P 3C8
Attention: Brent Sjoberg, Deputy City Manager & CFO
Facsimile: (306) 777-6560

(b) Any notice sent by personal delivery shall be deemed to have been received on the date of delivery and any notice sent by prepaid registered mail shall be deemed to have been received on the third (3rd) business day after the date it was mailed. During any interruption or threatened interruption in postal service, any notice shall be personally delivered.

(c) In the event the Grantor's consent is required pursuant to this Agreement, the Grantee shall request such consent by providing a written notice thereof to the Grantor and the Grantor shall act as would a reasonable and prudent owner of land similar to the Servient Lands in considering the request for its consent. Within 15 days after the delivery of such notice, the Grantor shall deliver to the Grantee a notice indicating either:

(i) the Grantor grants its consent; or

(ii) the Grantor is withholding its consent, together with the reasons for withholding such consent in reasonable detail.

If the Grantor fails to deliver to the Grantee a notice in response to a request for its consent within the 15 day period set out above, the Grantor shall be deemed to have granted its consent.

9. General

(a) This Agreement shall be governed by the laws in force in the Province of Saskatchewan.

(b) No term of this Agreement may be waived or varied, except in writing signed by the parties hereto.

(c) This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, successors-in-title and assigns.

(d) Throughout this Agreement, the singular shall include the plural and the masculine shall include the feminine or neutral, as the case may be, and vice versa. Should the Grantor or the Grantee from time to time comprise two or more persons, each such person shall be jointly and severally bound with the other and others for the due performance of the parties respective obligations.

(e) The rights, privileges and easements granted in this Agreement shall be subject to any restrictions or other provisions contained in any other easement granted over the Easement Area or any portion thereof and registered against title to the Servient Lands as of the Effective Date.

(f) The Grantor or any person or entity deriving title from or under the Grantor shall not be responsible for any breach of the covenants contained in this Agreement except for breaches committed or continued during the time the Grantor or such other person or entity, as the case may be, holds title to the Servient Lands. The Grantee or any person or entity deriving title from or under the Grantee shall not be responsible for any breach of the covenants contained in this Agreement except for breaches committed or continued during the time the Grantee or such other person or entity, as the case may be, holds title to the Dominant Lands. For clarity, a party bound by the covenants contained in this Agreement shall without further act be released personally from those covenants at such time as the party disposes of all of its interest in the Dominant Lands or the Servient Lands, as the case may be, except to the extent such party is then in default of any such covenants. On a sale, transfer or other disposal of a party's interest in such party's lands, such party shall use reasonable commercial efforts to cause the transferee to execute and deliver to the other parties hereto, an agreement in writing whereby such transferee agrees that it will from and after the effective date of the transfer, observe, perform, keep and fulfil all of the covenants, agreements and obligations of the transferor under this Agreement.

(g) The parties acknowledge and agree that a breach of any of the rights, privileges, easements, restrictions, covenants or other provisions contained in this Agreement would result in irreparable harm and continuing damages to the other parties which cannot be adequately compensated by an award of monetary damages and that:

(i) each and every right, privilege, easement, covenant and provision of this Agreement shall be specifically enforceable at law or in equity; and

(ii) each and every restriction in this Agreement shall be restrainable by injunction or declaratory relief, and in addition to any entitlement to an award of monetary damages which may arise.

(h) The parties acknowledge that this Agreement contains the entire agreement between the parties respecting the Easement Area and that there are no terms, conditions, warranties or other agreements, except as stated in this Agreement.

(i) If any covenant, term or provision of this Agreement, or application hereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining covenant, term or provision shall be valid and enforceable to the extent permitted by law.

(j) Time shall be of the essence for the purpose of this Agreement.

(k) The headings in this Agreement have been inserted for convenience of reference only.

[Remainder of Page Intentionally Left Blank]

(l) The recitals set forth above are true and form part of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement, dated for reference as at the date first above written.

THE CITY OF REGINA

Per: _____
Joni Swidnicki, City Clerk

Executed on _____, 2012

CANADIAN PACIFIC RAILWAY COMPANY

Per: _____
Peter Merchant
General Manager, Real Estate

Executed on _____, 2012

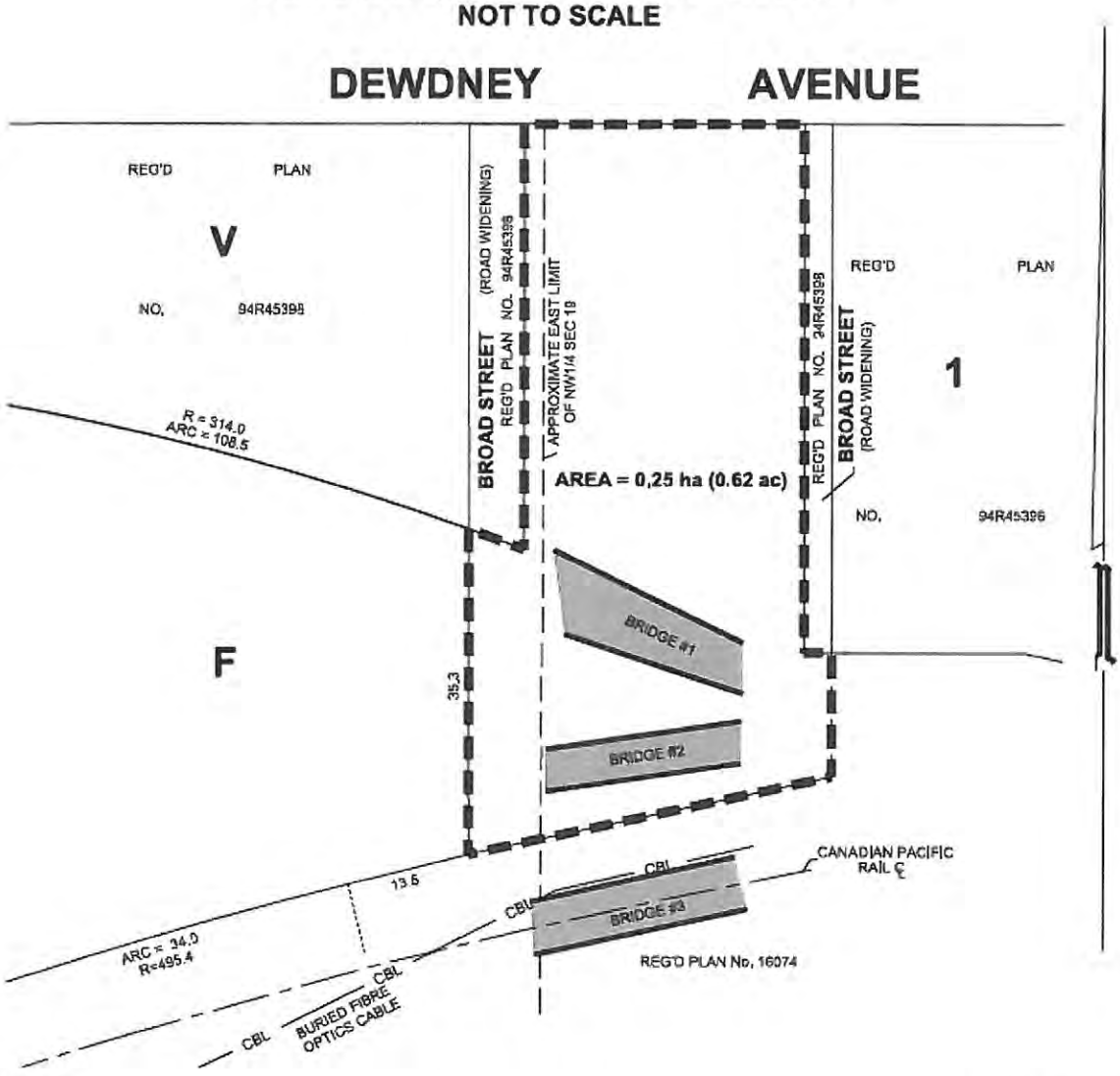
SCHEDULE "A"

Servient Lands

Surface Parcel #107282831
Reference Land Description: NE Sec 19 Twp 17 Rge 19 W2 Plan No 16074 Extension 1
As described on Certificate of Title 98RA15393

SCHEDULE "B"

SKETCH PLAN
SHOW
EASEMENT AREA
WITHIN
REG'D PLAN No. 16074
N1/2 Sec 19, Twp 17, Rge 19, W2 Mer
REGINA, SASKATCHEWAN
NOT TO SCALE



NOTES:
- MEASUREMENTS ARE IN METRES AND DECIMALS THEREOF.
- SOME MEASUREMENTS ARE APPROXIMATE AND MAY DIFFER FROM THE FINAL PLAN OF SURVEY BY AS MUCH AS 1.0 %.
- PORTION TO BE APPROVED IS OUTLINED WITH A BOLD DASHED LINE AND CONTAINS 0.25 ha (0.62 ac)

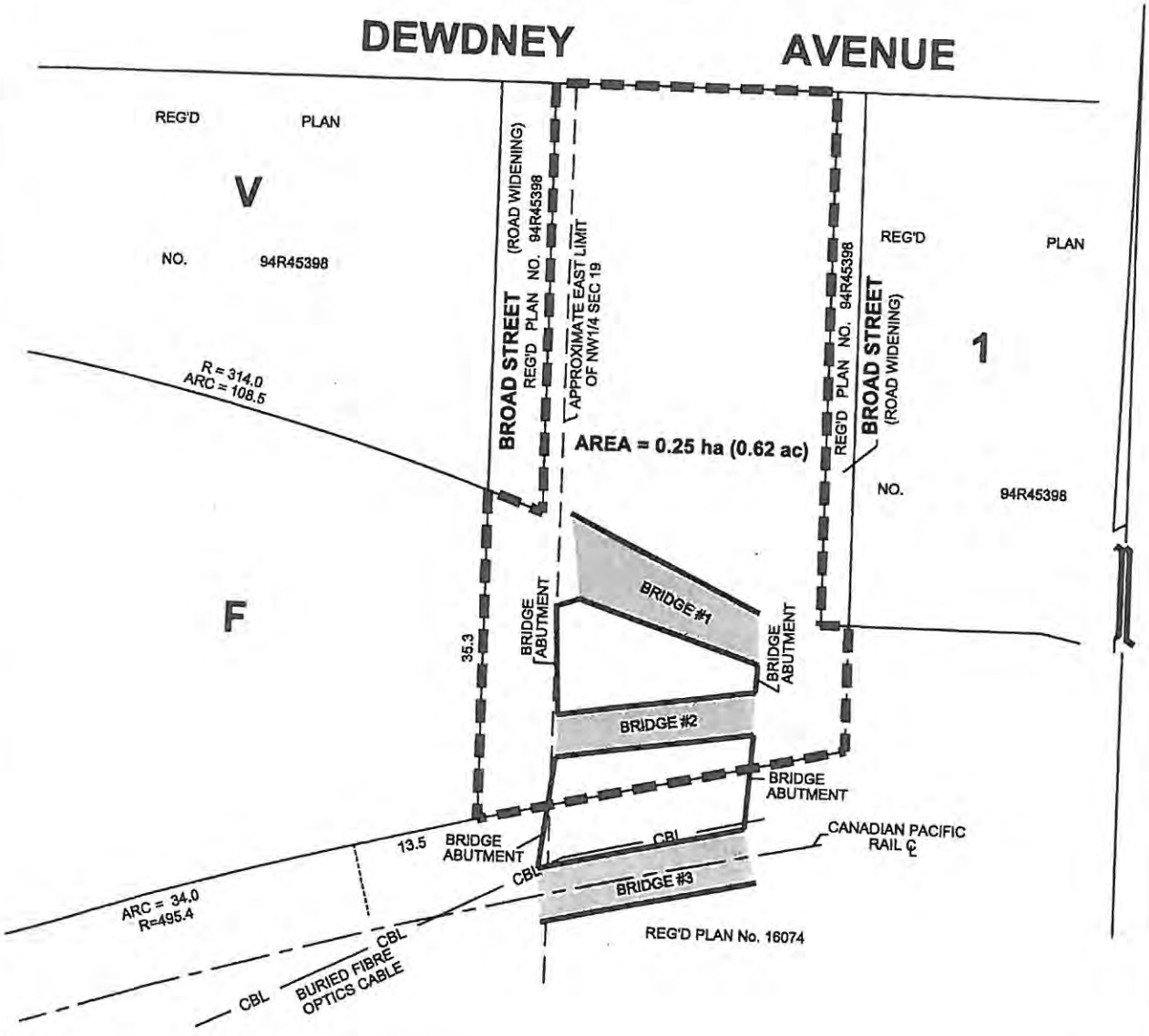
MIDWEST SURVEYS

R-0077-12
PLOT DATE: 9/17/12

SCHEDULE "I"

SKETCH PLAN

SKETCH PLAN
SHOW
EASEMENT AREA
WITHIN
REG'D PLAN No. 16074
N1/2 Sec 19, Twp 17, Rge 19, W2 Mer
REGINA, SASKATCHEWAN
NOT TO SCALE



NOTES:

- MEASUREMENTS ARE IN METRES AND DECIMALS THEREOF.
- SOME MEASUREMENTS ARE APPROXIMATE AND MAY DIFFER FROM THE FINAL PLAN OF SURVEY BY AS MUCH AS 1.0 %.
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MIDWEST SURVEYS

R-0077-12
PLOT DATE: 8/23/12

October 4, 2012

To: Regina City Clerk

From: Elmer Eashappie (Aboriginal Culture Advisor) and Pam Rice (community person)

Re: Presentation – Regina City Council Meeting, Tuesday, October 9, 2012
Comments and Recommendations – Aboriginal Fire Fighters

Address: 291 Hodgins Crescent North
Regina, Saskatchewan
S4X 2T2

Phone: 306.550.3730
Email: eeashappie2014naig@sasktel.net

Good day, first before we get started, along with my friend Pam Rice, I would like to take this opportunity to acknowledge the Mayor, city councillors and members of the Regina community.

As you may know my name is Elmer Eashappie, a proud member of the Carry the Kettle Nakoda Nation and I am a strong believer in teaching and building bridges with the purpose of understanding Aboriginal culture. One of my strong areas of beliefs is protocol in offering tobacco. For those who don't know, the tobacco represents respect, truth and honor. It is with my greatest respect to ask His Worship, Mayor Pat Fiacco to come forward and accept this gesture of respect to him and his colleagues and on behalf of the citizens of Regina.

As an Elder's helper, I have always been taught to use tobacco when proceeding with common or new initiatives and in this particular case; I would like to address the benefits of having more Aboriginal Fire Fighters in the City of Regina.

I would also like to take this time to introduce my friend Pam Rice. Pam is an active community person that shares the same passion and vision of Aboriginal inclusion.

I would like to take a few minutes to explain my position and recommendations for the City of Regina to move towards inclusion for increasing Aboriginal Fire Fighters in the City of Regina.

Most of us know somewhat little of the history of Aboriginal people and their struggles and issues. I would like to draw attention to the well known fact that Census Canada estimates that by 2045, Saskatchewan's population will be 45% Aboriginal.

For the past 15 years I have been educating non-Aboriginal people about Aboriginal culture. As Canadians, we are all treaty people and we all have a shared history of this land. It is important for

everyone to have a strong understanding of our past to be able to have a clear vision of where we are headed in the future. This perspective not only influences people at a community level, but also in the ways they do business.

Without this knowledge, decision makers and leaders are not able to make educated choices and recommendations when working with First Nations, Métis and Inuit peoples.

Most of us know from fundamentals of learning. When you are observing, you must watch and listen. As you reflect, you build an understanding of what you have seen and heard. From there, you are able to conceptualize an action and experiment with what you would like to accomplish. Then you follow through with the action and actively experience the results. When you are working with diverse groups of people that you have limited knowledge of, it is imperative that you take the time to gain the knowledge from primary sources and use the resources available to you to be a good observer.

I have always been willing and open to teach non-Aboriginal people about Aboriginal culture and in some cases, the flip-side to that, teaching Aboriginal people and leadership about the differences in business and lifestyle of main-stream culture.

Over the past 10 years I have seen some improvements on social issues and some on the economic development. I am concerned, however, with diversity inclusion of upper management of organizations. In my observations, I do not see Aboriginal fire fighters in our prosperous city.

In my many years of experience, I don't think I have had the pleasure of meeting any Aboriginal fire fighter as members of a municipal fire fighting organization. I do know that some First Nation bands have volunteer fire fighters and some fight forest fires, so I do see that there is an interest among our youth, but I do not see that reflected in our city.

If organizations want to move forward with Aboriginal engagement, then they must commit to creating positive change. One path that has been proven very effective is to follow these four simple steps;

1. Gesture (offering)
2. Understanding (knowledge sharing and relationship building)
3. partnerships (planning/execution)
4. relationships (nurturing)

I do know for a fact, this four-step process has been working for ten years on many of my personal endeavours to improve Aboriginal relations. I have completed two landmark initiatives; Raising of the Treaty-Four and the Métis flags and creating a First Nation pavilion at the Canadian Western Agribition as well as a few other provincial treaty-education curriculum initiatives I am involved with.

In order to address the inequity that is very apparent within the City of Regina and the Regina Fire & Protective Services the City needs to create an Aboriginal department with a ten-year strategy that focuses on Aboriginal recruitment and retention. There is a systemic issue that needs to be addressed in an appropriate and results driven manner.

I believe this can happen. Why? The City of Regina took 12 years to show the rest of Canada that this city is capable of moving forward on Aboriginal initiatives by setting a template for other Canadian cities

to follow. The 137 year challenge was completed in 8 years. Can you imagine what we can accomplish in 3 years?

I believe Aboriginal firefighters in the City of Regina can exist. Pam and I are willing to volunteer and create a committee – an arms-length away from the Mayor and City Council. There is no template for this initiative – so let's create one for the rest of the country to follow.

Both Pam and I would like to thank you for your time and willingness to learn and understanding the Aboriginal protocol and I hope that we can move forward together.

Thank you again.

CR12-155

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: First Nations and Métis Recruitment Strategy - Final Report

RECOMMENDATION OF THE FINANCE AND ADMINISTRATION COMMITTEE - OCTOBER 2, 2012

1. That the RFPS, in conjunction with the Human Resources department, conduct a comprehensive review of its fire fighter recruitment process, that includes:

    a. Reviewing staff advertisements and locations where opportunities are posted;
    b. Analyzing the interview questions, candidate assessment factors and weighting while maintaining current standards;
    c. Identifying factors that may have resulted in Aboriginal candidates being screened out;
    d. Determining relevant demographical and cultural information;
    e. Identifying barriers for First Nations and Métis candidates; and
    f. Developing a plan to address identified issues and barriers.

2. That the RFPS establish a formal partnership with Parkland College, which is accredited to deliver a pre-employment fire fighter training program, with a focus on improving the intake of Aboriginal students and subsequently increasing the opportunity for successful recruitment of First Nations and Métis students.

3. That a follow up report be provided to the Finance and Administration Committee within one month of the execution of recommendation #2. If recommendation #2 is not completed within twelve months, Administration will provide a report to the Finance and Administration Committee to inform the Committee on its current progress in regards to recommendation #2.

FINANCE AND ADMINISTRATION COMMITTEE – OCTOBER 2, 2012

The Committee adopted the following resolution:

1. That the RFPS, in conjunction with the Human Resources department, conduct a comprehensive review of its fire fighter recruitment process, that includes:

    g. Reviewing staff advertisements and locations where opportunities are posted;
    h. Analyzing the interview questions, candidate assessment factors and weighting while maintaining current standards;
    i. Identifying factors that may have resulted in Aboriginal candidates being screened out;
    j. Determining relevant demographical and cultural information;
    k. Identifying barriers for First Nations and Métis candidates; and
    l. Developing a plan to address identified issues and barriers.

2. That the RFPS establish a formal partnership with Parkland College, which is accredited to deliver a pre-employment fire fighter training program, with a focus on improving the intake of Aboriginal students and subsequently increasing the opportunity for successful recruitment of First Nations and Métis students.

3. That a follow up report be provided to the Finance and Administration Committee within one month of the execution of recommendation #2. If recommendation #2 is not completed within twelve months, Administration will provide a report to the Finance and Administration Committee to inform the Committee on its current progress in regards to recommendation #2.

Councillors: Louis Browne, Sharron Bryce, Terry Hincks, and Wade Murray were present for the consideration of this report.

The Finance and Administration Committee, at its meeting held on October 2, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That items MN11-4 and FA12-6 be removed from the list of outstanding items for the Finance and Administration Committee.

CONCLUSION

The Administration has developed recommendations and actions that support a First Nations and Métis recruitment strategy within the Regina Fire & Protective Services (RFPS) department. These items are described in detail within the Recommended Next Steps subsection of this report. The Administration anticipates that implementing these recommendations will result in the increased placement of First Nations and Métis people within the RFPS and can be achieved within existing resources. Moreover, the research conducted for this report supports an overall Corporate Diversity Strategy whose long term goal will be to ensure the City of Regina's workforce is representative of the community it serves.

BACKGROUND

On April 26, 2011, City Council requested that the Administration prepare a report on First Nations and Métis recruitment in the RFPS department, returnable to the Finance and Administration Committee within six months (MN11-4). The report was to:

1. Detail the current approach and past successes;
2. Consider emerging best-practices and opportunities;
3. Incorporate any relevant legal considerations;
4. Incorporate stakeholder input; and
5. Provide options and recommendations for a First Nations and Métis recruitment strategy for RFPS along with the associated budgetary implications and required timelines.

The Administration completed a report and presented its findings to the Finance and Administration Committee on March 6, 2012. The committee, through item FA12-6, directed that the report be referred back to the Administration to develop a strategy on First Nations and

Métis recruitment and provide a progress report to the Finance and Administration Committee on May 1, 2012, with the final report presented to the Committee on August 7, 2012. The May 1, 2012 report outlined the current progress of research into best-practices, recruitment initiatives and stakeholder consultation.

This report is being provided in response to the March 6, 2012 resolution.

DISCUSSION

The Administration recognizes that more can be done to improve workforce diversity, and in particular, the participation of the First Nations and Métis peoples. The RFPS functions as a department within the City Administration's organizational structure. It is important, therefore, to be mindful that actions taken by the RFPS department need to be consistent with the policies and direction of the Corporation and the Human Resources department.

In response to Council's motion MN11-4 and item FA12-6, the following information is presented for the committee's consideration:

Current Approach and Past Successes

As of December 2011, 7.8 per cent of RFPS employees have self-identified as being of First Nations or Métis ancestry. This is consistent with the overall corporate percentage. In the five RFPS recruitments conducted between 2006 and 2011, 15.4 per cent of the personnel hired were of self-declared First Nations or Métis ancestry. It is important to note that this hiring rate average of 15.4 per cent is in line with the Saskatchewan Human Rights Commission's hiring rate recommendation of 15.3 per cent.

Before someone can apply to join the RFPS department, they need to be trained and certified as a fire fighter and primary care paramedic. The RFPS does not operate a fire fighter training and certification program, instead training and certification is provided through third party accredited institutions. The cost to receive the training runs between $10,000 and $30,000. The RFPS has taken steps to promote diversity. The current Regina Professional Fire Fighters' Association, Local 181, International Association of Fire Fighters Collective Bargaining Agreement with the City of Regina includes a Letter of Understanding respecting employment equity (see Appendix A).

In the past, the RFPS did operate a training and certification program that provided greater opportunity to successfully recruit and train First Nations and Métis fire fighters. The operation of a fire fighter training and certification program allowed the RFPS the flexibility to select candidates with no prior fire fighter qualifications, and to train and certify them internally. In 1998, the RFPS ceased operating its own training and certification program and began requiring applicants to come with minimum pre-employment fire fighter qualifications acquired from an accredited training institution. This change was implemented in order to reduce the overall costs associated with recruitment by bringing already fully qualified applicants to the department's interview process. The market was able to stand this change and has resulted in the continued provision of more than enough qualified applicants to meet recruitment needs.

Emerging Best-Practices and Opportunities

Police Service Best-Practices

During discussions of items MN11-4 and FA12-6, the Finance and Administration Committee made reference to the Police Service as an example of best practice. The RFPS made contact with the Police Service to determine the recruitment practices they use and understand the successes they have had with recruiting First Nations and Métis police officers.

The vast majority of police organizations engage in Selection Point and Pre-Hire programs. The Regina Police Service (RPS) hires and provides the new employees with the appropriate training at RPS's expense. This process allows them to broaden their target recruitment and advertising strategies, and in so doing expands the diversity opportunities within their overall recruitment pools.

In Saskatchewan, police recruit training is facilitated either through the "Depot" Division for the Royal Canadian Mounted Police (RCMP) or the Saskatchewan Police Commission for other city police services such as Regina, Saskatoon, Prince Albert and Moose Jaw. The Provincial Police Commission provides centralized recruit training for municipal police forces through the Saskatchewan Police College at the University of Regina. Once hired and sworn in by a Saskatchewan municipal Police Service, the candidates attend the Saskatchewan Police College for an 18-week recruit training program.

The majority of costs associated with recruit training at the Saskatchewan Police College are incurred by the Province. However, RPS partners with the Province on this initiative by providing subject matter experts to deliver instruction at the College. While attending recruit training, RPS pays the annual salary of the incumbent, which is approximately $47,000.

The Police Service, in general, has also been successful in the development of outreach programs focused on diversity. Many departments will advertise to specific target groups (e.g., youth, women, Aboriginal) and create specific programs tailored to these groups, such as the cadet programs. Some of the programs examined were targeted at mentoring and coaching Aboriginal young adults, ages 18 to 30, who have demonstrated a desire to become police officers. Typically, the program is conducted within a three month period throughout the summer, during which candidates are paid upwards of $22 per hour. Other police organizations offer a cadet program focused on youth that are 15 to 20 years of age. Although RPS does not have the same level of visibility around Aboriginal recruitment as some police organizations, it does have an association with the Saskatchewan Institute of Applied Science and Technology, which offers an Aboriginal Police Preparation Program (APPP). This program helps candidates prepare for the recruitment process.

Fire Service Best-Practices

Similar to the RFPS, the majority of career fire departments require minimum fire fighter pre-employment qualifications obtained through an accredited training institution. In October 2011, the RFPS conducted a diversity recruitment survey of fire departments across Canada.

Of those departments that responded, the approach was varied. A small number had a diversity recruitment strategy; one department had an informal program; two were Equal Opportunity

employers; two stated they had formal programs; three identified that they had partnerships with stakeholders such as community groups, colleges, schools, federations, or associations; and four identified that their diversity strategy was part of an overall corporate initiative.

The RFPS also conducted a detailed examination of the recruitment processes of the major cities within Saskatchewan, Manitoba and Alberta. In Saskatchewan, the four largest cities of Saskatoon, Regina, Prince Albert and Moose Jaw require very similar minimum fire fighter pre-employment qualifications. Looking at cities in Manitoba and Alberta reveals similarities to the RFPS. Departments in Winnipeg, Brandon, Medicine Hat and Grande Prairie require minimum fire fighter pre-employment qualifications from an accredited training institution. Conversely, the cities of Calgary, Edmonton and Lethbridge currently operate their own recruit training and certification program.

Regarding a diversity recruitment strategy, it was identified that the operation of a department recruit training and certification program might assist in Selection Point and Pre-Hire programs, similar to those of the Police Service. Focused interviews were conducted by the RFPS with Calgary and Edmonton Fire departments in order to determine the costs and benefits of operating a recruit training and certification program in relation to recruitment diversity. It was interesting to note that Calgary does not have issues attracting a diverse workforce while Edmonton has initiated a proactive recruitment process to attract diverse candidates.

Relevant Legal Considerations

The Office of the City Solicitor has had an opportunity to review and advise with respect to this report.

Stakeholder Input

The RFPS has consulted with accredited fire and emergency response training academies, namely Parkland College (Yorkton, SK), Manitoba Emergency Services College (Brandon, MB) and Lakeland College (Vermillion, AB). Discussions focused on topics such as partnerships, pre-hire support, practicum and improved First Nations and Métis enrolment initiatives. Each of these colleges has expressed interest in developing a formal partnership with the City of Regina in regards to a First Nations and Métis recruitment strategy for the RFPS.

Several follow-up meetings were conducted between the RFPS and Parkland College. The College has worked with Saskatchewan First Nations Reserves and Tribal Councils for over 30 years. They have a proven track record of engaging First Nations and Métis people within their educational programs, including the Fire Training program. Senior staff members at the College have indicated they would be interested in developing a Memorandum of Understanding (MOU) with the RFPS regarding a First Nations and Métis fire fighter recruitment strategy.

The RFPS has consulted with several leaders within the First Nations community. Meetings were conducted with the Chief and a Band Councillor from Carry the Kettle First Nations and Mr. Elmer Eashappie, an advisor to the City during the Treaty 4 flag raising ceremony. During these discussions, RFPS representatives were able to gain valuable cultural insight and were provided with subsequent contacts to assist with further information gathering and relationship building.

A representative from the City of Regina Human Resources department met with representatives of the First Nations Employment Centre (FNEC) to discuss a possible partnership and funding opportunities for First Nations youth interested in attending Fire College and applying to the RFPS. FNEC showed interest in this opportunity; however, more discussions will need to take place and the earliest implementation for this potential initiative would be September 2013.

The financial assistance offered to Saskatchewan's First Nations and Métis students for post secondary education differs. First Nations students receive financial assistance, for the most part, through their individual bands. Human Resources contacted the Cote First Nation for information on how post-secondary funding works within their Band and, more specifically, how this could increase the number of First Nations people registering in fire colleges. Both First Nations and Métis students may receive financial assistance by application to the Government of Saskatchewan's Ministry of Advanced Education, Employment and Immigration. All applications to the Ministry are processed in the order in which they are received.

A meeting was conducted with representatives from the Emergency Management and Fire Safety Branch within the Ministry of Corrections, Public Safety and Policing. Currently, the Ministry has no present or planned initiatives to increase qualified First Nations or Métis fire fighters within the Province. At this time, the Branch works with the Saskatchewan Volunteer Fire Fighters Association, which includes a First Nations division. The Emergency Management and Fire Safety Branch is interested in pursuing further discussions regarding improved fire fighter qualifications and employment within First Nations and Métis communities.
Letters of support have been and will continue to be provided by the Human Resources department in collaboration with the RFPS in order for Aboriginal individuals to access funding and provide them with valuable information regarding fire fighter requirements. In addition, recently hired Aboriginal employees within the Human Resources department will be a valuable resource in working towards the goal of increasing the number of Aboriginal employees in the RFPS as well as within the Corporation. They will act as liaisons, utilizing their personal and cultural knowledge and contacts.

Recommended Next Steps

1. Review of the Current Fire Fighter Recruitment Process

It is recommended that the RFPS, in conjunction with the Human Resources department, conduct a comprehensive review of its fire fighter recruitment process. As stated earlier in this report, the current percentage of RFPS employees that self-identified as being of First Nations or Métis ancestry is 7.8 per cent. As well, recruitments conducted between 2006 and 2011 have resulted in 15.4 per cent of the personnel hired during that time to be of self-declared First Nations or Métis ancestry.

It is anticipated that the RFPS could increase the number of Aboriginal persons hired by reviewing and enhancing its existing recruitment process. The Administration will undertake a comprehensive review of the RFPS recruitment activities that includes:

m. Reviewing staff advertisements and locations where opportunities are posted;
n. Analyzing the interview questions, candidate assessment factors and weighting while maintaining current standards;
o. Identifying factors that may have resulted in Aboriginal candidates being screened out;
p. Determining relevant demographical and cultural information;
q. Identifying barriers for First Nations and Métis candidates; and
r. Developing a plan to address identified issues and barriers.

2. Develop a Formal Partnership with Parkland College

It is recommended that the RFPS establish a formal partnership with Parkland College, which is accredited to deliver a pre-employment fire fighter training program, with a focus on improving the intake of Aboriginal students and subsequently increasing the opportunity for successful recruitment of First Nations and Métis students. In collaboration with RFPS staff, senior staff at Parkland College are developing a MOU between the RFPS and Parkland College. The MOU would detail the roles of each agency and outline strategies to responsibly increase the numbers of First Nations and Métis people within the Parkland College Fire Training program. This would create the opportunity for more First Nations and Métis graduates to join the RFPS workforce.

In anticipation of moving towards a formal partnership with the RFPS, Parkland College has conducted several meetings with key First Nations representatives from the File Hills Qu'Appelle Tribal Council, Yorkton Tribal Council and Saskatchewan Indian Gaming Authority.

The MOU between the RFPS and Parkland College has many benefits to offer such as:

- Offering a Workplace Essential Skills program to assist First Nations or Métis people who are interested in a fire fighting career but may require some prior academic tutorials to prepare;
- Ensuring a steady source of qualified candidates possessing internationally recognized fire fighter certifications;
- Sharing an existing strong relationship with local First Nations Reserves and Tribal Councils;
- Increasing opportunities for First Nations and Métis graduates from their programs to apply for vacancies at RFPS;
- Allowing the flexibility to customize training programs to meet City of Regina Corporate and RFPS workforce needs;
- Providing access to First Nations Recruitment Funding programs, where students can develop a career path to receive on-going funding; and
- Sharing advertising options and resources with access to Tribal Councils, Aboriginal newspapers and urban First Nations and Métis people.

3. Corporate Diversity Strategy

It is recommended that an overall corporate diversity strategy be developed over the next two years and include persons from all diversity groups. Aboriginal recruitment and retention will be a component of the corporate strategy. The Human Resources department will develop an overall Corporate Diversity Strategy and other activities which will support increasing employment opportunities for Aboriginal people and other diversity groups.

There are genuine business advantages derived from hiring and retaining people from a diverse set of social and cultural backgrounds including the opportunity to access a wider range of skills, knowledge, experience and perspectives which leads to increased organizational capacity, employee engagement and overall customer satisfaction. A corporate diversity strategy promotes a welcoming environment that demonstrates to the public and prospective residents of Regina that the City welcomes and embraces equity, diversity and inclusivity.

Given Saskatchewan's economic strength, there is an increase in the competition for workers and as such, leading employers are developing and implementing strategies to improve their recruitment and retention of all workers; including specific strategies to recruit and retain First Nations and Métis employees. A Corporate Diversity Strategy at the City of Regina will focus on the attraction and the retention of employees in targeted groups. Increasing focus on building a diverse workforce and attracting First Nations and Métis people and immigrant workers will offer the City a strong solution towards meeting the growing demand for talent.

In the interim, Human Resources and RFPS will advance the following outreach, marketing and internal support initiatives by:

- Targeting appropriate educational institutions for outreach activities;
- Participating in local career fairs held by organizations such as the Saskatchewan Indian Institute of Technologies, First Nations University of Canada and the Gabriel Dumont Institute;
- Working with AboriginalLink, a premier and direct communications service to the Canadian Aboriginal market, in order to promote the City of Regina as an employer of choice for Aboriginal people;
- Establishing long-term relationships and partnerships with schools, agencies, organizations and Aboriginal groups; and
- Delivering workshops such as Engaging and Consulting with Aboriginal People and Aboriginal Myths and Misconceptions sessions at the City to better understand Aboriginal culture.

As well, Human Resources, in collaboration with RFPS, will explore the merits of more focused programs and activities such as:

- Promoting fire fighting opportunities through the development and distribution of a recruitment brochure targeted towards Aboriginal people and the community as a whole;
- Targeting public information displays at unique and select locations;
- Ensuring that the community in general, and specifically the Aboriginal community, is made aware that the City of Regina is looking to increase its workforce diversity;
- Participating in the annual Treaty 4 Gathering, which is hosted by the File Hills Qu'Appelle Tribal Council, held at Fort Qu'Appelle, Saskatchewan;

- Attending the annual National Treaty Gathering and the Education Conference (career fair);
- Co-ordinating presentations at post-secondary institutions and high schools to market fire fighter employment opportunities;
- Developing a fire fighter mentorship program for young urban Aboriginal children – similar to a "big brother" program; and
- Researching the development of an internal Aboriginal network that would bring together Aboriginal people employed by the City and could involve an annual one-day conference for people from this group to network and identify challenges and opportunities as employees of the City of Regina. This could then be further developed to provide this same opportunity for other identified groups.

RECOMMENDATION IMPLICATIONS

Financial Implications

The actions outlined in this report will be delivered through existing resources. Funding for additional or accelerated initiatives will be identified through the normal budget development process.

Environmental Implications

None with respect to this report.

Strategic Implications

The recommendations outlined in this report support the City's vision.

Other Implications

The approach outlined in this report provides the City with a greater ability to draw potential employees from a large and diverse pool of candidates, ensuring the City of Regina's workforce is representative of its community.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

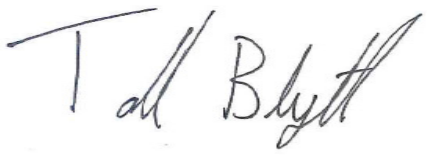
None specifically with respect to this report at this time. The Administration has consulted internally and with a wide group of stakeholders. Communication plans will be developed specific to some of the initiatives outlined in the report when appropriate.

DELEGATED AUTHORITY

The Recommended Next Steps are within the delegated authority of the City Manager, pursuant to Bylaw 2003-70. Removing items from the outstanding items list requires approval of the Finance and Administration Committee.

Respectfully submitted,

FINANCE AND ADMINISTRATION COMMITTEE



Todd Blyth, Secretary

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APPENDIX A

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

THE REGINA PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL #181

Re: Employment Equity

The Parties are committed to Employment Equity and the joint development, implementation, monitoring, evaluation and updating of the Employment Equity Plan as approved by the Saskatchewan Human Rights Commission.

The Parties agree to promote employment equity opportunities and equitable treatment for persons of Aboriginal ancestry, persons with disabilities, visible minority persons, women and such other groups as may be identified and/or agreed to by the Parties.

President, Local #181, I.A.F.F.

Wayne Sakires
Director of Human Resources

Secretary, Local #181, I.A.F.F.

May 5, 2009
Date

CR12-156

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Tax Enforcement - Application for Title - 2012 Liens

RECOMMENDATION OF THE FINANCE AND ADMINISTRATION COMMITTEE - OCTOBER 2, 2012

1. That the Manager of Property Taxation be authorized to serve six month notices on all parcels of land included in the list of lands marked as Appendix A.

FINANCE AND ADMINISTRATION COMMITTEE – OCTOBER 2, 2012

The Committee adopted a resolution to concur in the recommendation contained in the report.

Councillors: Louis Browne, Sharron Bryce, Terry Hincks, and Wade Murray were present during consideration of this report by the Finance and Administration Committee.

The Finance and Administration Committee, at its meeting held on October 2, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the Manager of Property Taxation be authorized to serve six month notices on all parcels of land included in the list of lands marked as Appendix A.

CONCLUSION

The properties listed in Appendix A to this report have, based on a 2012 tax lien, an interest registered by the City of Regina at the Land Registry and have outstanding tax arrears. Upon City Council approval, the Administration will proceed with the tax enforcement proceedings and serve six-month notices after October 12, 2012 on the properties where the arrears of taxes have not been paid and the interest based on the tax lien has not been discharged.

BACKGROUND

The purpose of this report is to obtain approval to serve six-month notice after October 12, 2012 on properties where the City of Regina placed an interest in 2012 through registration of a tax lien for tax arrears, where the arrears of taxes have not been paid and the interest based on the tax lien has not been discharged.

DISCUSSION

City Council approval to proceed under Section 22, Subsection 1 of *The Tax Enforcement Act* is requested to serve six-month notice on the 242 properties listed in Appendix A to this report. Section 22, Subsection 1 reads in part as follows:

"At any time after the expiration of six months from the date on which the municipality's interest based on a tax lien was registered in the Land Titles Registry, the municipality may, by resolution, authorize proceedings to request title to any parcel included in the list with respect to which the arrears of taxes have not been paid and the interest based on the tax lien has not been discharged…"

The steps taken prior to proceedings for title for the typical property listed on the attachment are as follows:

1. Taxes on the property were due and payable on June 30, 2011.
2. Taxes were in arrears as of January 1, 2012.
3. The properties were advertised in the Leader Post on February 4, 2012.
4. Interests, based on a tax lien, were registered on the various title(s) to the properties at the Land Registry between April 11, 2012 and April 25, 2012.

In all cases, the market value of these properties exceeds the value of tax arrears, thus prompting the owner or a financial institution with an interest in the property to pay the tax arrears prior to the City actually taking title.

The next steps in the process are:

1. First application for title (which is pursuant to this resolution).
2. After a required six month waiting period, Provincial Mediation Board consent would be required prior to final application for title.

The City of Regina will not necessarily take title to the property after the six-month period. The City has the right to pursue any and all other means to collect the outstanding arrears as allowed by *The Cities Act,* including but not limited to, civil suit, seizure of rents and/or seizure of goods and chattels.

RECOMMENDATION IMPLICATIONS

Financial Implications

Allowances are established at the end of each year for outstanding taxes, with the allowance reflected in year-end results.

Environmental Implications

There are no environmental implications directly related to this report. In most instances, the taxes are paid for properties where application for title is made. In those instances where the City has to proceed to possibly taking title, the City would undertake a review of the environmental implications and make a decision on a case by case basis as to whether to proceed to take title or not. Every effort is made to minimize the cost to the City.

Strategic Implications

The authorization to serve six month notices to the properties listed in Appendix A allows for timely and efficient tax enforcement.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

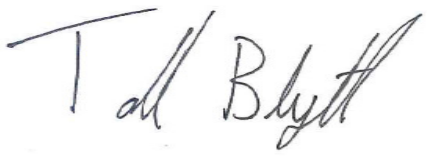
The City has an active process of communicating with property owners with respect to outstanding taxes. Property owners are notified throughout the tax enforcement process and will continue to be notified as required by the legislation.

DELEGATED AUTHORITY

This report must be forwarded to City Council.

Respectfully submitted,

FINANCE AND ADMINISTRATION COMMITTEE



Todd Blyth, Secretary

APPENDIX A		
6 Month Tax Enforcement Properties - 2012 Liens		
by Civic Address		
4412 2ND AVENUE N	32-39 CENTENNIAL STREET	1206 N GELSINGER PLACE
5616 2ND AVENUE N	138 CHURCH DRIVE	2807 GOODFELLOW ROAD
4315 3RD AVENUE N	2610 E COCHRANE BAY	110-2 GORE PLACE
2819 E 7TH AVENUE	1729 CONNAUGHT STREET	115 GOSSE PLACE
1541 7TH AVENUE N	158 N CORNWALL STREET	808 GRACE STREET
1005 8TH AVENUE	234 N CORNWALL STREET	2204 GRANT ROAD
1501 8TH AVENUE N	347 CORNWALL STREET	3804 GRASSICK AVENUE
1934 8TH AVENUE N	1430 CORNWALL STREET	1429 GREY STREET
2139 8TH AVENUE	355 DALGLIESH DRIVE	428 HABKIRK DRIVE
4305 8TH AVENUE	330 DEWDNEY AVENUE	2115 HALIFAX STREET
7304 8TH AVENUE	340 DEWDNEY AVENUE	242 N HAMILTON STREET
1106 E 10TH AVENUE	916 E DEWDNEY AVENUE	132 HANLEY CRESCENT
835 E 12TH AVENUE	2209 E DEWDNEY AVENUE	3123 HARDING STREET
2425 14TH AVENUE	3215 DEWDNEY AVENUE	2034 HARVEY STREET
2835 15TH AVENUE	5026 DEWDNEY AVENUE	302-2102 HESELTINE ROAD
1515 23RD AVENUE	43 DOJACK PLACE	2742 HIGHGROVE COURT
2834 23RD AVENUE	851 DOROTHY STREET	19 HIND STREET
1100 ABERDEEN STREET	955 DOWNEY CRESCENT	303 HOLLAND AVENUE
3504 ALBERT STREET	104 DRYBURGH CRESCENT	1117 HORACE STREET
1812 ALEXANDRA STREET	106 DUNSMORE DRIVE	6 INGERSOLL CRESCENT
2606 ALFRED CRESCENT	115 DUNSMORE DRIVE	667 KING STREET
163 ALPORT CRESCENT	123 DUNSMORE DRIVE	1247 KING STREET
3927 ARBOR GROVE DRIVE	2354 EDGAR STREET	1351 KING STREET
1017 ARGYLE STREET	278 EDWARD STREET	15 KRIVEL CRESCENT
34 ARMSTRONG BAY	937 ELLIOTT STREET	5516 LEIBEL CRESCENT
625 ARTHUR STREET	1433 ELLIOTT STREET	120 LEOPOLD CRESCENT
641 ARTHUR STREET	1441 ELLIOTT STREET	1078 LINDSAY STREET
1765 ARTHUR STREET	1444 ELLIOTT STREET	19 LLOYD CRESCENT
2001 ARTHUR STREET	1454 ELLIOTT STREET	415 LORNE STREET
1223 ATHOL STREET	1455 ELLIOTT STREET	469 LORNE STREET
1453 ATHOL STREET	1135 ELPHINSTONE STREET	2116 MACKAY STREET
1562 ATHOL STREET	1154 ELPHINSTONE STREET	11 MACLEAN STREET
1929 ATHOL STREET	1331 ELPHINSTONE STREET	41 MACLEAN STREET
939 ATKINSON STREET	1543 ELPHINSTONE STREET	1513 N MAPLE HILL CRESCENT
2305 ATKINSON STREET	2032 EMBURY STREET	3648 MASON AVENUE
2469 ATKINSON STREET	2059 EMPRESS STREET	79 MASSEY ROAD
2755 ATKINSON STREET	1206 FLEET STREET	1701 MCARA STREET
834 N BATTEL STREET	55 FORSYTH CRESCENT	2204 MCARA STREET
831 BLUEBIRD CRESCENT	2148 FRANCIS STREET	2516 MCARA STREET
16 BOND CRESCENT	43 FRENCH CRESCENT	2545 MCARA STREET
115 BOTHWELL CRESCENT	71 FUHRMANN CRESCENT	2668 MCARA STREET
603 E BROADWAY AVENUE	34 FULTON DRIVE	2915 MCCALLUM AVENUE
709 BROADWAY AVENUE	99 FULTON DRIVE	3020 MCCALLUM AVENUE
1141 BRODER STREET	205 GARNET STREET	1416 MCCARTHY BOULEVARD
1332 BRODER STREET	626 GARNET STREET	441 MCDONALD STREET
2118 BRODER STREET	639 GARNET STREET	1455 MCDONALD STREET
2279 BRODER STREET	659 GARNET STREET	2055 MCDONALD STREET
1216 CAMERON STREET	756 GARNET STREET	424 MCINTOSH STREET
1527 CAMERON STREET	760 GARNET STREET	5972 MCKINLEY AVENUE
1918 CAMERON STREET	812 GARNET STREET	850 MCTAVISH STREET
1431 CARLTON STREET	1328 GARNET STREET	1332 MCTAVISH STREET
104 CARMICHAEL ROAD	1548 GARNET STREET	1108 MINTO STREET

1445 MINTO STREET	76 READ AVENUE	2051 ST JOHN STREET
753 MONTAGUE STREET	1346 N REED PLACE	64 STAPLEFORD CRESCENT
958 MONTAGUE STREET	1611 REGENT STREET	148 THOMSON AVENUE
2152 MONTAGUE STREET	3023 REGINA AVENUE	2818 THORNTON AVENUE
2252 MONTREAL STREET	429 RETALLACK STREET	234 TORONTO STREET
2839 E MORE CRESCENT	777 RETALLACK STREET	265 TORONTO STREET
124 NAGEL CRESCENT	971 RETALLACK STREET	1616 TORONTO STREET
196 NAGEL CRESCENT	2033 RETALLACK STREET	2034 TORONTO STREET
334 OSLER STREET	8512 REVER DRIVE	213 TREMAINE AVENUE
153 N OTTAWA STREET	2209 REYNOLDS STREET	11 TRIFUNOV CRESCENT
518 OTTAWA STREET	2363 RIVERBEND CRESCENT	226 UPLAND DRIVE
250 PARK AVENUE	743 ROBINSON STREET	1439 VICTORIA AVENUE
1422 PASQUA STREET	752 ROBINSON STREET	3925 VICTORIA AVENUE
3427 PATRICIA AVENUE	946 ROBINSON STREET	14-2935 VICTORIA AVENUE
30 PETERSMEYER STREET	295 RODENBUSH DRIVE	1228 WALLACE STREET
46 POWERS BAY	103 ROTHWELL CRESCENT	1940 WALLACE STREET
4414 PRESTON CRESCENT	455 ROYAL STREET	1944 WALLACE STREET
1110 PRINCESS STREET	949 ROYAL STREET	2056 WALLACE STREET
1260 PRINCESS STREET	1315 RUPERT STREET	425 WASCANA STREET
2155 PRINCESS STREET	114 SANGSTER BOULEVARD	745 WASCANA STREET
353 QUEBEC STREET	126 SCHNEIDER CRESCENT	1268 WASCANA STREET
361 QUEBEC STREET	22 SCRIVENER CRESCENT	2264 WASCANA STREET
200 QUEEN STREET	42 SELBY CRESCENT	6110 WASCANA COURT
941 QUEEN STREET	755 N SEYMOUR CRESCENT	99 WEEKES CRESCENT
1131 QUEEN STREET	775 N SEYMOUR CRESCENT	151 WEEKES CRESCENT
1346 QUEEN STREET	844 N SEYMOUR CRESCENT	1224 WESSEX PLACE
2832 QUINN DRIVE	43 SHERMAN ROAD	7 WILLOUGHBY CRESCENT
1121 RAE STREET	43 SIBBALD CRESCENT	1025 WINNIPEG STREET
12 READ AVENUE	34 SLINN BAY	

CR12-157

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Heritage Alteration Permit: Proposed Alterations, Demolition and Addition to a Municipal Heritage Property at 1820 Cornwall Street (Royal Canadian Legion Memorial Hall - Branch No. 1). Application of Mitchell and Associates Properties Ltd.

RECOMMENDATION OF THE REGINA PLANNING COMMISSION - SEPTEMBER 26, 2012

1. That City Council APPROVE the issuance of a Heritage Alteration Permit for the Royal Canadian Legion Memorial Hall, a Municipal Heritage Property, located at 1820 Cornwall Street, subject to the following conditions:

    - The alterations shall be in accordance with plans prepared by Kreate Architecture and Design Ltd. dated August 16, 2012 and attached to this report as Appendix 3 and 3.1.
    - The alterations shall meet all requirements of *Regina Zoning Bylaw No. 9250.*
    - The applicant shall submit final plans in accordance with the plans identified above.

2. That the applicant further refine the cladding materials and detail for the parking facility at the rear elevation for further review and comment by the Municipal Heritage Advisory Committee before submission to the Development Officer for approval.

REGINA PLANNING COMMISSION – SEPTEMBER 26, 2012

Mitch Molnar, representing Mitchell Developments, and Kurt Dietrich, representing Kreate Architecture, addressed the Commission.

The Commission adopted a resolution to concur in the recommendation contained in the report after removing the third bullet in recommendation #1 and adding a recommendation #2:

2. That the applicant further refine the cladding materials and detail for the parking facility at the rear elevation for further review and comment by the Municipal Heritage Advisory Committee before submission to the Development Officer for approval.

Councillors: Michael Fougere and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Mark McKee, Phil Selenski and Laureen Snook were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on September 26, 2012, considered the following report from the Municipal Heritage Advisory Committee:

RECOMMENDATION OF THE MUNICIPAL HERITAGE ADVISORY COMMITTEE - SEPTEMBER 10, 2012

RECOMMENDATION

1. That City Council APPROVE the issuance of a Heritage Alteration Permit for the Royal Canadian Legion Memorial Hall, a Municipal Heritage Property, located at 1820 Cornwall Street, subject to the following conditions:

2. The alterations shall be in accordance with plans prepared by Kreate Architecture and Design Ltd. dated August 16, 2012 and attached to this report as Appendix 3 and 3.1.

3. The alterations shall meet all requirements of *Regina Zoning Bylaw No. 9250.*

4. The applicant shall further refine the cladding materials and detail for the parking facility at the rear elevation for review and approval by the Development Officer.

5. The applicant shall submit final plans in accordance with the plans identified above.

6. That this report be forwarded to the October 9, 2012 City Council meeting for approval.

MUNICIPAL HERITAGE ADVISORY COMMITTEE – SEPTEMBER 10, 2012

The Committee adopted a resolution to concur in the recommendation contained in the report.

Donald Black, May P Chan, Bianca Currie Poirer, Ken Lozinsky, Ray Plosker, David McLennan, Joseph Ralko, Ingrid Thiessen and Robert Truszkowski were present during consideration of this report by the Municipal Heritage Advisory Committee.

The Municipal Heritage Advisory Committee, at its meeting held on September 10, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That City Council APPROVE the issuance of a Heritage Alteration Permit for the Royal Canadian Legion Memorial Hall, a Municipal Heritage Property, located at 1820 Cornwall Street, subject to the following conditions:

2. The alterations shall be in accordance with plans prepared by Kreate Architecture and Design Ltd. dated August 16, 2012 and attached to this report as Appendix 3 and 3.1.

3. The alterations shall meet all requirements of *Regina Zoning Bylaw No. 9250.*

4. The applicant shall further refine the cladding materials and detail for the parking facility at the rear elevation for review and approval by the Development Officer.

5. The applicant shall submit final plans in accordance with the plans identified above.

CONCLUSION

The proposal will rehabilitate the remaining portion of a significant heritage building on Cornwall Street and conserve the character of the building in a sympathetic manner and is supported by the Administration. Furthermore, the overall site development complies with the standards and regulations that apply to the property under *Regina Zoning Bylaw No. 9250*.

BACKGROUND

The purpose of this report is to describe the details of the Heritage Alteration Permit for the partial rehabilitation and demolition of a designated Municipal Heritage Property located at 1820 Cornwall Street. The Heritage Alteration Permit application was received on August 21, 2012.

The request is being considered pursuant to City of Regina Bylaw No. 9383, by which the Royal Canadian Legion Memorial Hall was designated as Municipal Heritage Property. Although the entire property is subject to the designation, the bylaw is intended to apply to the most important elements of the building. The Statement of Significance provided in Appendix A contains a list of these "Character-Defining Elements." Typically, the list of Character-Defining Elements is not meant to be exhaustive. It is used to illustrate, by way of example, those elements that embody the property's heritage value.

DISCUSSION

Site History

This historically important building was built between the years 1947 and 1951 and was designated by City Council as a Municipal Heritage Property in 1992. Please see the Statement of Significance in Appendix A for more information.

Proposed Alterations

The proposal includes demolishing all but the basement and foundation walls of the westerly portion of the building. The demolition is proposed in order to accommodate the addition of a parking facility on the existing foundation. The remaining easterly portion of the building would be rehabilitated. The Royal Canadian Legion Regina (Saskatchewan No. 1) Branch would continue to operate a Licensed Club in the remaining portion of the building.

An open air parking facility on two levels, partially below grade, would be developed on the existing basement and foundation walls. It is intended that the parking facility be entirely separated from the occupied easterly areas. The parking facility would contain 54 parking stalls that support adjacent office buildings in the immediate vicinity of the site.

The application proposes the following key exterior alterations:

1. Demolishing all but the basement and foundation walls of the most west 26 metres (85 feet) in order to accommodate a new two-storey, partially below grade, open air parking facility.

2. Construction of new entrances on the north and south elevations of the remaining portion of the building in order to provide the access points to the basement level that would be lost through the development of the parking facility.

3. The remaining portion of the building will be separated from the parking facility by a fire rated separation, and there will not be any direct interior access.

4. Rehabilitation of the building to a depth of 10.5 metres (34.5 feet) as described below:
   - Rehabilitation of the roof through the replacement of existing materials.
   - Preservation of the masonry by re-pointing walls, repairing face and back wall veneer, replacing face brick with salvaged masonry units, and repairing concrete sills.
   - Doors to be rehabilitated through the replacement of wood door and frame with new aluminum/steel style door complete with glazing to match original.
   - Wood windows to be rehabilitated except where wood frames are in poor condition. In select cases, new wood frames using existing glazing units will be built to match existing.
   - Stairways for exterior access rehabilitated with salvaged tyndall stone.
   - Exterior elements will be rehabilitated by removing existing light posts for repair and reinstallation, replacing existing grade mounted flagpoles with compatible new flagpoles, removing loose shrubbery immediately adjacent to the building, and replacing wall mounted building lighting systems to suit revised side yards.
   - Interior entrance stairs will be preserved through the retention and repair, where necessary, of existing terrazzo flooring, baseboards, risers, handrail, wall finish, and ceiling finish. Wall mounted lighting and mechanical systems will be replaced.
   - Peace Tower Foyer will be preserved through the retention and repair, where necessary, of existing terrazzo flooring, baseboards, and wall finish. Protective measures for the murals will be implemented during renovation complete with coverage and air seal for the duration of rehabilitation measures. Salvaged door frames and door will be used in refurbishing existing units and installing new doors within renovation areas.
   - Preservation of display rooms at north and south entries through the retention and refinish of baseboard, wall finish, wall moldings, lighting and steel gates.

Analysis:

The proposed rehabilitation work is in compliance with the *Standards and Guidelines for the Conservation of Historic Places*) except for:

- Compatibility of the design for the new parking facility.
- Re-use of the existing Lancaster Entrance.
- Replacement of the existing door at the main entrance.
- Conservation of the gates in the display rooms.
- Compatibility of the mortar mix.

While the parking facility addition is two storeys, partially below grade, it is on the rear of the property. It does not have an adverse effect on the horizontally-oriented composition of the remaining building as the addition is lower than the height of the remaining portion of the building. It is not easily seen from the public right-of-way on Cornwall Street. However, the exterior design of the parking facility does not comply with principles 4.3.1 (14) and 4.3.1 (15) of the *Standards and Guidelines for the Conservation of Historic Places* (excerpts provided in Appendix B) which require that a new addition be distinguishable from the original historic fabric, yet compatible in terms of materials and massing with the exterior form of the historic building and its setting. It is recommended that the cladding materials and design details be further refined. The compatibility could be achieved through the use of a brick or stone cladding material and the metal guard rails could be replaced with a solid masonry wall.

Alternatively, it is recommended that the applicant consider retaining the walls of the existing building. While the basement (lower floor level) and foundation walls serve as the basis of the parking structure and no excavation below the lower level slab is intended, it is unknown if the existing walls of the building could be retained to enclose the parking facility.

Heritage Regina requested an explanation for the demolition of the current north entrance known as the "Lancaster Entrance" as it is a Character-Defining Element of the property. The new north and south entrance additions are proposed to meet the code requirements for use of the basement. The proposed demolition and replacement of the "Lancaster Entrance" is in keeping with the *Standards and Guidelines for the Conservation of Historic Places*. The stepped and symmetrical massing of the building has been identified as key elements that define the character of the building. This means that the stepped arrangement of the massing is regular in form and arrangement of corresponding parts. The introduction of the north and south entrances do not have an adverse impact on the symmetry of massing. Furthermore, the compatibility of the additions is further achieved through the re-use of salvaged materials as cladding and the incorporation of design details such as the continuous cornice and simplified wall surfaces.

The following elements will require further consideration and approval by the Development Officer:

- Design of the replacement door at the main entrance with one that will convey the same appearance as the original door.
- Method to be used for the conservation of the gates in the display rooms.
- Method in which the proposed mortar will be determined to be a match for the existing mortar.
- Details on the measures that will be taken to protect the Kenneth Lochhead murals during demolition, construction and when new electrical distribution and mechanical heating systems are installed to service the east side occupancy.

RECOMMENDATION IMPLICATIONS

Financial Implications

None with respect to this report.

Environmental Implications

The proposed addition will support the continued occupancy and long-term viability of the Royal Canadian Legion Memorial Hall as an important component of the historical, architectural and cultural fabric of the Downtown and the city at large.

Strategic Implications

The proposed addition will support the partial retention of a significant cultural and historic component of Regina's downtown.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Information regarding the proposed additions was provided to Heritage Regina, the Architectural Heritage Society of Saskatchewan and the Regina Downtown Business Improvement District.

The Chair of the Board of Directors of Heritage Regina has provided the following written response:

> "Heritage Regina has now carefully reviewed the information you provided to us with regard to the proposed alterations to the Royal Canadian Legion Memorial Hall. As laid out in the current proposal, Heritage Regina cannot support the proposed repurposing of this Designated Heritage Property because three aspects of the proposal are unclear to us."
>
> 1. Given that the entire Cornwall Street facade, including the Memorial Tower and the setbacks are protected by Bylaw 9383 which designated this building as a Municipal Heritage Property, what is the rationale for demolishing the Lancaster Entrance?
>
> 2. We also note that it is proposed that the west and south walls be demolished in order to create an open air parking facility on two levels. While recognizing that the west and south facades of the Legion building are not identified in Bylaw 9383 as having heritage value, we would like to see some clarification of the extent of this demolition work.
>
> 3. We would also want to know what steps will be taken to ensure that the Kenneth Lochheed murals and other interior heritage features identified in Bylaw 9383 will be protected from possible damage when the demolition work takes place.
>
> Heritage Regina would be prepared to reconsider our opinion of this proposal if these three issues are addressed to our satisfaction.

The Administration's response to these concerns was provided in the Discussion section to this report.

The Executive Director of the Regina Downtown Business Improvement District has provided the following written response:

> "Thank you for the opportunity to comment on the proposed alterations to the Royal Canadian Legion Memorial Hall on behalf of Regina Downtown Business Improvement District (Regina Downtown BID."
>
> Regina Downtown Business Improvement District offers general support for the proposed alterations for:
>
> - the preservation and restoration of architectural heritage elements of a downtown landmark building;
> - improving the functionality of the property for its membership;
> - helping to address the need for off-street parking facilities in downtown Regina; and

- the proponent's demonstrated continuing commitment to a vital and vibrant downtown.

The applicant is to be commended for its work in these regards. Regina Downtown strongly encourages the proponent to make every effort to ensure compliance with the Regina Downtown Neighbourhood Plan, for which Regina Downtown BID has expressed its full endorsement.

The President of the Architectural Heritage Society of Saskatchewan provided the following written response:

"The Architectural Heritage Society of Saskatchewan encourages, supports and rewards meaningful conservation of our province's built heritage. We thank the City of Regina for consulting again with the Society's Board of Directors on the conservation of significant historic properties.

I have consulted with directors of the Society on alteration and restoration of the Royal Canadian Legion Memorial Hall. We are very pleased the Hall can be saved from landfill, which was not the case in Saskatoon recently.

Directors expressed no concerns about the proposed alternations to the building. We do hope that original materials can actually be used for all repairs of the façade. We feel the changes will certainly position the property for a more viable future while preserving pride, place and identity for the Legion members and the community."

Written notification of City Council's decision will be provided to the applicant and other identified interested parties.

DELEGATED AUTHORITY

City Council may approve or decline the application pursuant to Bylaw No. 9383 and *The Heritage Property Act.*

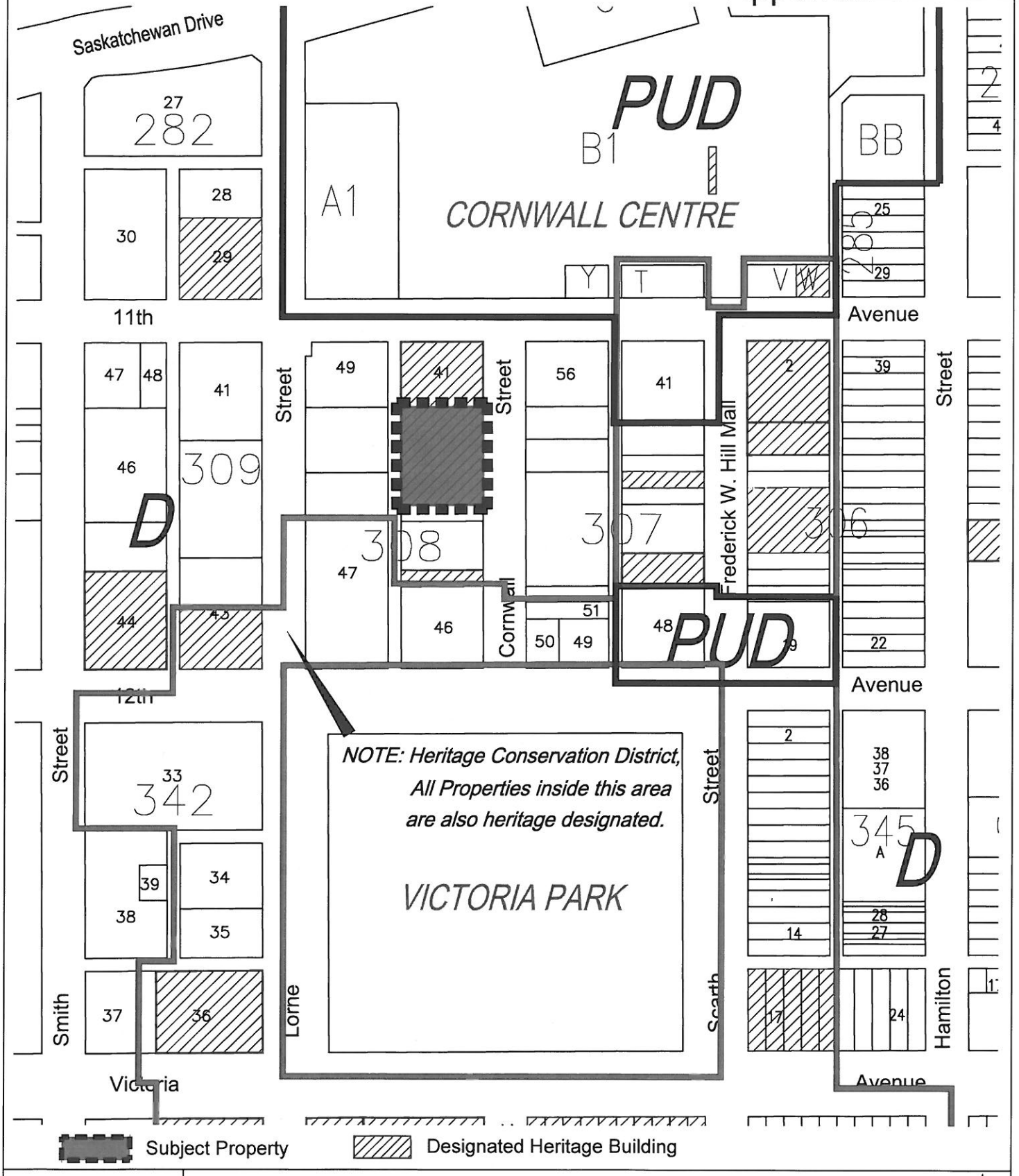
Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

Appendix 1



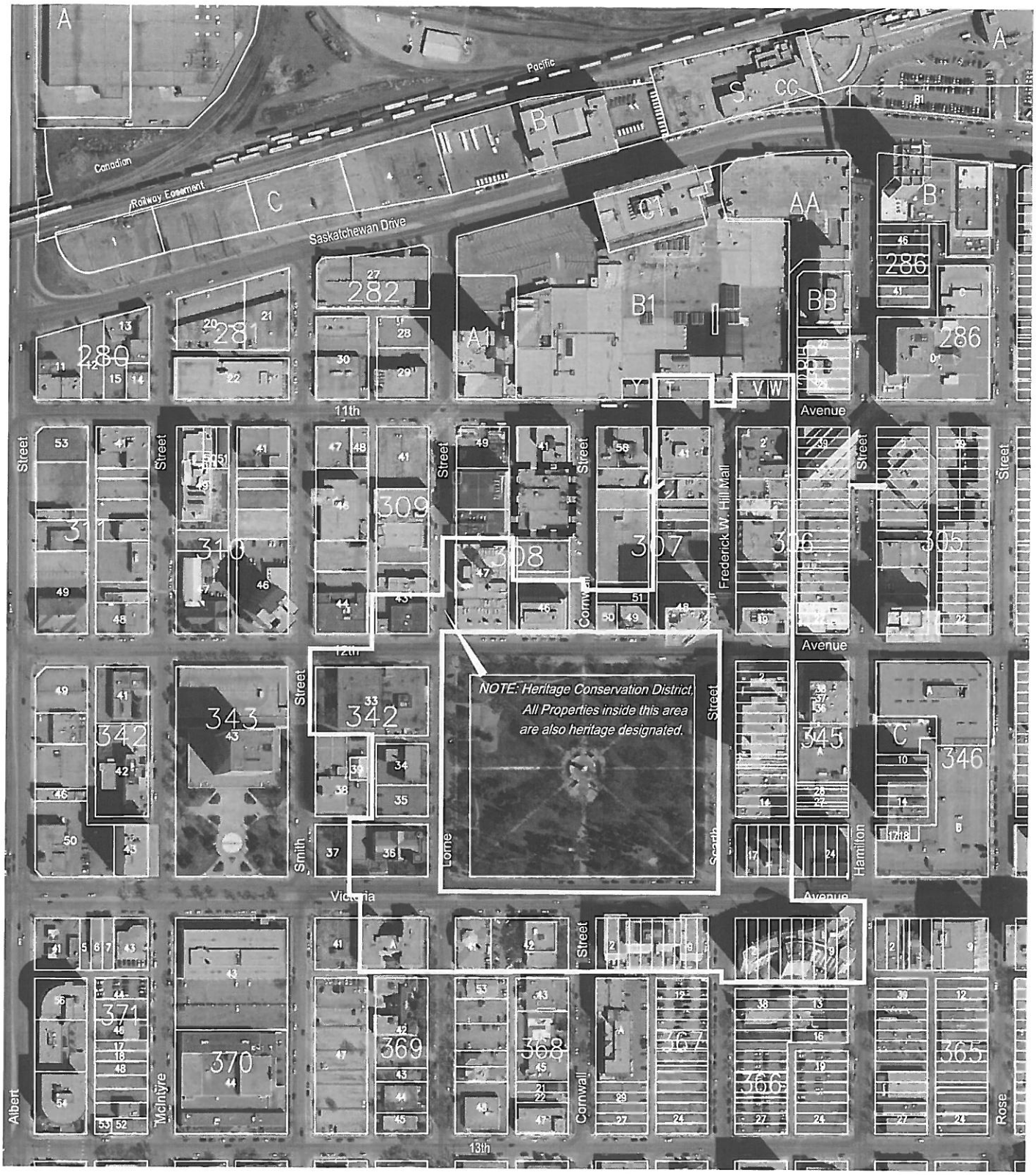
REGINA | City of Regina

Planning Department

Project 12-H-X Civic Address/Subdivision 1820 Cornwall Street/OLD 33

File No. O:\UP\DWGS\DEVELOP\H\2012\12-H-X.dwg

Appendix 2



Subject Property

Date of Photography : 2009

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Planning Department

Project 12-H-X

Civic Address/Subdivision 1820 Cornwall Street/OLD 33

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Appendix 3

KREATE

CONSERVATION ASSESSMENT

ROYAL CANADIAN LEGION MEMORIAL HALL, BRANCH NO. 1

1820 Cornwall Street, Regina, Saskatchewan

Submission Date: 17 August 2012
Project No.: 11-60

KREATE ARCHITECTURE AND DESIGN LTD.

200 – 2300 Dewdney Avenue
Regina, SK S4R 1H5
Phone: 306.585.2400
Facsimile: 306.585.2399

Kurt Dietrich, Dipl.AT, Dipl.Arch. SAA, MRAIC

office@kreate-arch.com
www.kreate-arch.com

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1. EXECUTIVE SUMMARY

This submission responds to the requirements of a Conservation Plan as discussed with the Department of Sustainability and Planning, City of Regina. This report analyzes the existing Royal Canadian Legion Memorial Hall (Legion) building at 1820 Cornwall Street with attention to the conservation of its heritage value and character-defining elements as defined by City of Regina Bylaw No. 9383. The report includes a description of the proposed redevelopment of the property that was formulated on behalf of Mitchell & Associates Properties Ltd in response to the request for proposals issued by A to B Development Consultants Inc.

The Legion building requires a creative solution to remain viable for its members and the surrounding community, as identified within the original request for proposals issued by A to B Development Consultants. The proposed redevelopment preserves the east end (street side) of the building in both its physical and programmatic form while repurposing the west end of the building as a two-storey open-air parking structure to serve the surrounding operations. Existing materials will be repaired as necessary to preserve and prolong their lifespan. This approach allows the Legion functions to continue to operate as per the operational agreement reached with the organization and maintains the heritage value of the building. New exit stair enclosures will be added to the north and south ends of the building with a universal access lift at the south to provide barrier free access and service the fire exit requirements of the occupied spaces.

The information presented herein is the result of historical, site and building research undertaken to evaluate the appropriate conservation approaches that will preserve and maintain the cultural heritage significance of the building and site within its context. This submission contains recommendations for conservation strategies that facilitate the adaptive re-use described in the proposed redevelopment plan. This study focuses on the east façade and portions of the interior spaces that are designated as character-defining elements. Informed by the relevant codes and guidelines, a careful and sensitive approach must be undertaken to ensure the continued function and authenticity of this heritage property.

2. INTRODUCTION & BACKGROUND

This submission was initiated in response to the request for proposals issued by A to B Development Consultants Inc, dated 3 May 2012. Mitchell & Associates Properties Ltd prepared a redevelopment plan in review with the current building management that provides for continued use of the facility while addressing further needs within the area. The Legion requested proposals to accommodate its evolving needs related to membership and public functions for the various memorabilia and historical documentation. The proposed redevelopment included in this report is a result of that RFP process.

The facility falls within the mandate of the municipal heritage property designations. A summary of the Statement of Significance, as provided by the original RFP submission is included in this report.

Process

This submission is intended to facilitate review of the intended solutions/development with municipal authorities. The proposed project will maintain the process of approval at the client and owner levels of management prior to proceeding with any construction documentation or permit submissions.

It is intended that the process would adhere to the development mandate of civic authorities and municipal heritage guidelines throughout the various stages of completion. The conservation strategies described in this document are limited to those areas deemed to have character-defining significance and their immediate environs.

The process of further resolution for detailing and construction documents will be initiated only after receiving approval from civic authorities for the intended facility design.

Documentation

The following archival documents were consulted in the preparation of this report:

- Wen. E. Marvin, Alan Vanstone Architects, "Royal Canadian Legion: Alterations to Servery in Basement Cafeteria," 1968; City of Regina Archives, Regina, Saskatchewan. Architectural Drawings.
- W.G. Van Egmond, Stan E. Storey Architects, "Proposed Memorial Hall, The Canadian Legion BESL, Regina, Sask, Canada," 1947; City of Regina Archives, Regina, Saskatchewan. Architectural Drawings.
- W.G. Van Egmond, Stan E. Storey Architects, "Specifications: Proposed Memorial Hall for the Canadian Legion BESL, Regina, Sask," 1947; City of Regina Archives, Regina, Saskatchewan. Text.
- W.T. McGinn & Associates, "Renovations for Royal Canadian Legion, 1971; City of Regina Archives, Regina, Saskatchewan. Architectural Drawings.

The policy and conservation strategies described in this report are informed by the following documents:

- The Standards and Guidelines for the Preservation of Historic Places in Canada (Standards & Guidelines)
- The Regina Municipal Heritage Design Guidelines
- The Regina Downtown Neighbourhood Plan (RNDP)
- The Heritage Property Act (H2.2)
- City of Regina Zoning Bylaw No. 9250
- City of Regina Bylaw No. 9383
- Heritage Property Details Record
- National Building Code of Canada (NBC) 2005

Response to Civic Requirements

Heritage Framework

This building is designated as a Municipal Heritage Property as per City of Regina Bylaw No.9383.

Zoning and Design Guidelines

This property is zoned D-Downtown and is governed by the relevant sections of City of Regina Bylaw No. 9250.

This property is subject to the design guidelines detailed in the Regina Development Plan, specifically Part G: Regina Downtown Neighbourhood Plan.

Regulatory and Approval Process

This Conservation Assessment has been developed in consultation with Liberty Brears, Department of Sustainability and Planning, City of Regina. This project shall follow the regulatory and approval process as dictated by the authority having jurisdiction.

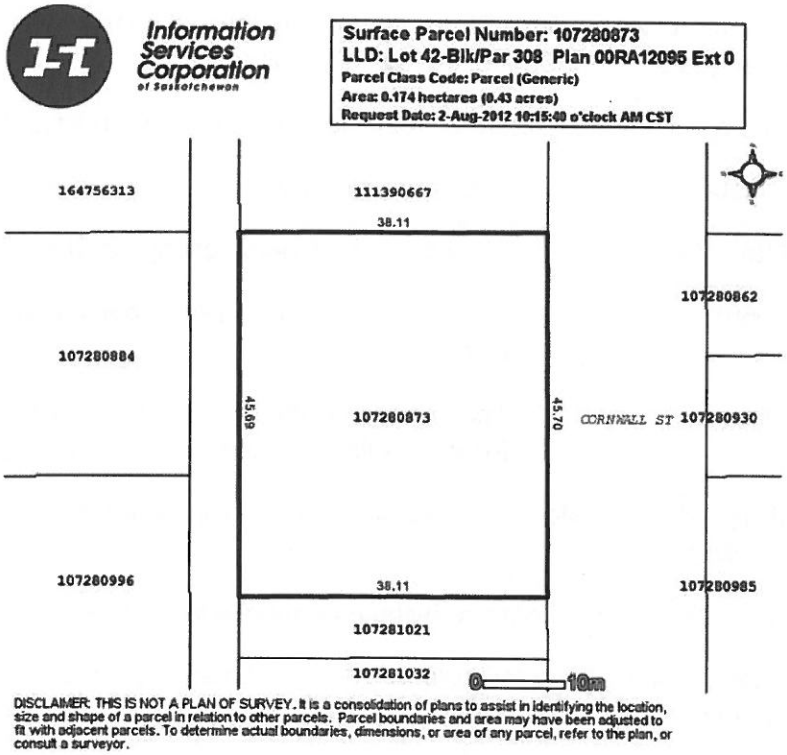
3. PROPERTY OVERVIEW

Building Name:	Royal Canadian Legion Memorial Hall (Legion)
Building Location:	1820 Cornwall Street, Regina, Saskatchewan
Dates of Construction:	1947 - 1951
Architect of Record:	Storey & Van Egmond
Contractor:	Smith Brothers & Wilson

Description of the Historic Place

Legal Description of Land:

Lot 42, Block 308, Plan 00RA12095, EXT.0
Surface Parcel: 107280873
Civic Address: 1820 Cornwall Street



The building site occupies six commercial lots in the downtown area of the City of Regina with a total site area of 1741 m². The street façade features a central tower flanked by symmetrical wings and stepped roof lines. The two-storey building extends from the east property line to the west rear of the site. The cladding materials are Tyndall stone and brick with secondary pre-cast concrete elements. Other exterior features of note are the stained glass windows, the coats of arms, and the sculpted Tyndall stone panels of the Memorial Tower (Heritage Property Details, 2000).

Historical Context

The significance of the Legion is derived from its history as an association and the architecture specific to the described building. The following chronology describes the evolution of both approaches:

1917	Great War Veterans Association (GWVA) is formed
1926	The GWVA and other groups form the Canadian Legion British Empire Service League
	The Regina branch is the first of the Canadian Legion British Empire Service League to receive a charter and is known as Branch No. 1
1945	The architectural firm, Storey & Van Egmond is commissioned to design the branch headquarters, the Canadian Legion Memorial Hall
1947 – 1951	The branch headquarters at 1820 Cornwall Street are built and occupied
	October 1, 1947: The cornerstone is laid
	May, 1948: The Legion members occupy the basement level
	1950: Construction on the upper floor begins with a revised exterior design
	October 17, 1951: The branch holds the official opening ceremony, attended by Princess Elizabeth and the Duke of Edinburgh
1955	(May 14) Five stained glass windows are unveiled by Governor General Vincent Massey
1956	Kenneth Lochhead creates eight large murals in the Memorial Tower
1960	Royal Assent is granted, allowing the Canadian Legion British Empire Service League to become the Royal Canadian Legion
1968	Marvin & Vanstone Architects prepares drawings for alterations to the Servery in the basement cafeteria
1971	Western Consultants Ltd prepares drawings for the renovation of the lower level of the Legion building
1992	The property receives Municipal Heritage Designation from the City of Regina

This detail of this chronology is limited to information obtained from the Heritage Property Details Record and original drawings obtained from the City of Regina Archives.

4. HERITAGE VALUE

The Municipal Heritage status of the building is codified in the City of Regina Bylaw No. 9383 and is elaborated in the Heritage Property Details from the Saskatchewan Register of Heritage Property. This submission uses the Statement of Significance as its primary reference in order to assess the property's heritage value as this provides the more detailed analysis of the building's character.

The following elements of the property are deemed to be character-defining elements:

- *Those elements that reflect the building's association with the Royal Canadian Legion, including the inscribed exterior frieze band above the central entrance, stained glass windows, murals, plaster cast coats of arms, wrought-iron gates to the Chapel and Trophy Room which were originally part of the Regina Garrison Sergeants' Mess, and the Legion crest incorporated into the foyer's terrazzo floor.*

- *Those elements that demonstrate the Classical Moderne style, including the building's stepped and symmetrical massing and horizontally-oriented composition, its restrained exterior ornamentation of stylized stone carvings and low reliefs around the main entrances, which contrasts with flat, simplified wall surfaces, and the contrasting verticality of the Memorial Peace Tower with detailed pilasters and entablature.*

The property's designation as the first branch of the Royal Canadian Legion contributes to its significance at a national operational level. The operational functions of the organization contribute to the inherent heritage aspect of the building. This submission addresses the functional aspect noting that an agreement in principle has been provided which would enable the Legion functions to retain tenancy in the occupiable spaces. The building's identity and cultural presence generates from its historical association with the organization. It is ideal that the Legion continue to operate at this location for as long as is desired by the organization.

The heritage value of this property is concentrated at the east side (Cornwall Street) of the site. This area includes the Legion's operations in the lower level with provision for public access to the upper levels. The west section of the building is largely utilitarian, contains no exterior character-defining elements, and is no longer required for the Legion's continued function.

Statement of Significance

Heritage Property Details Record
Saskatchewan Register of Heritage Property
Ministry of Tourism, Parks, Culture and Sport

Description of Historic Place

1820 Cornwall Street is a Municipal Heritage Property that comprises six commercial lots in the downtown area of the City of Regina. The property, known as the Royal Canadian Legion Memorial Hall, features a two-storey building with a light-brown brick and Tyndall Stone facade and prominent central tower, which was constructed between 1947 and 1951. The Municipal Heritage Property designation applies specifically to the Cornwall Street facade as well as to the Memorial Tower, the stained glass windows, murals, terrazzo flooring, coats of arms, and wrought-iron gates which separate the Trophy Room and Chapel.

Heritage Value

The heritage value of 1820 Cornwall Street resides in its status as the first branch of the Royal Canadian Legion to receive a charter. Issued in 1926, the Regina Branch is known as Branch No. 1. The Royal Canadian Legion originated with the formation of the Great War Veterans Association (G.W.V.A) in April 1917 and by 1919 had become the largest organization representing the interests and welfare of returning servicemen and women. In 1926, the G.W.V.A. and other groups joined to form the Canadian Legion British Empire Service League. In 1960, Royal Assent was granted, allowing the organization to become the Royal Canadian Legion. Since its inception, the Legion has focused its efforts on securing adequate pensions and other benefits for veterans and their dependants.

The heritage value of 1820 Cornwall Street also resides in its architecture, which is a late example of the Classical Moderne style, a variant of the larger Art Deco movement, which was popular during the interwar period. The style, used extensively for buildings constructed under Franklin D. Roosevelt's "New Deal" public works program in the United States, reflects national aspirations for recovery, stability and endurance. It represents a synthesis of traditional and modern architectural influences, characterized by monumental, classically-balanced masses with an emphasis on symmetry and horizontality. Stan Storey of the Regina architectural firm of Van Egmond and Storey prepared plans for the Canadian Legion Memorial Hall in the summer of 1945. The cornerstone was laid on October 1, 1947 and the basement level was occupied by Legion members in May 1948. By 1950, construction of the upper floor was initiated, although to a revised exterior design. Princess Elizabeth and the Duke of Edinburgh participated in the official opening on October 17, 1951.

Further heritage value resides in the Memorial Hall, which features a central Memorial Peace Tower, believed to be the only one of its kind other than the Peace Tower of the Parliament Buildings in Ottawa. The Memorial Tower is enhanced by five stained glass windows which were unveiled on May 14, 1955 by Governor General Vincent Massey. Eight large murals in the Memorial Chamber depict important events and images of Canadian military history and were executed in 1956 by Canadian artist Kenneth Lochhead. A large Legion crest is incorporated into the foyer's terrazzo floor, and two large plaster cast coats of arms are situated above the entrance and auditorium doors.
Source: City of Regina Bylaw No. 9383.

Character-Defining Elements

The heritage value of 1820 Cornwall Street lies in the following character-defining elements:

- Those elements that reflect the building's association with the Royal Canadian Legion, including the inscribed exterior frieze band above the central entrance, stained glass windows, murals, plaster cast coats of arms, wrought-iron gates to the Chapel and Trophy Rooms which were originally part of the Regina Garrison Sergeant's Mess, and the Legion crest incorporated into the foyer's terrazzo floor;
- Those elements that demonstrate the Classical Moderne style, including the building's stepped and symmetrical massing and horizontally-oriented composition, its restrained exterior ornamentation of stylized stone carvings and low reliefs around the main entrance, which contrasts with flat, simplified wall surfaces, and the contrasting verticality of the Memorial Peace Tower with detailed pilasters and entablature.

5. CONSERVATION STRATEGIES

A) Primary Treatment

The Standards & Guidelines describe three primary strategies when assessing any conservation project: Preservation, Rehabilitation, and Restoration.

This project will adopt a Rehabilitation strategy as the primary approach.

> *Rehabilitation involves the sensitive adaptation of an historic place or individual component for a continuing or compatible contemporary use, while protecting its heritage value (Standards & Guidelines, p. 16).*

The Rehabilitation strategy centers on the preservation of those aspects of the building that have historical and cultural significance and the repurposing of the obsolete areas of the property. The east side of the building is to be preserved for the continued use of the Legion. The west side of the building will be redeveloped as a tiered open-air parking facility to serve the surrounding neighbourhood. This approach will provide resolution so that those aspects of the building that have heritage value can be preserved in their entirety with minimized intrusion and the site as a whole can continue to operate over the long-term.

B) Conservation Standards

The following is a list of the applicable standards from the Standards & Guidelines and the strategies proposed to meet or exceed the requirements. Those standards and/or clauses that do not apply to this project are indicated as N/A.

Standard 1

.a Conserve the heritage value of an historic place.

The heritage value of the Legion is well-documented and recognized by all parties. Integral to the proposed development is the retention and rehabilitation of the building's east section. Those elements of the building deemed to have character-defining significance shall be retained and rehabilitated.

.b Do not remove, replace, or substantially alter its intact or repairable character-defining elements.

The building inspection review has identified minor items that require remediation in order to maintain the character, quality and integrity of the shell. Replacement functions will affect only those elements that are beyond repair as identified within the enclosed table.

.c *Do not remove a part of an historic place if its current location is a character-defining element.*

The section of the building to be repurposed does not comprise a part of the building's heritage value, nor does it contain any character-defining elements. The sidewalls of the facility are comprised of secondary finish elements such as concrete parapets and window treatments. The use of tyndall stone affects the east façade of the facility only. Any redevelopment for side stair access will salvage the appropriate materials for use in the new construction. The proposed redevelopment preserves the property's heritage value intact.

Standard 2

.a *Conserve changes to an historic place that, over time, have become character-defining elements in their own right.*

The stained glass windows (1955) and Kenneth Lochhead murals (1956) are not original to the building, but are significant contributions to the property's heritage value. They are listed as character-defining elements and are included in the conservation mandate outlined in this report.

Standard 3

.a *Conserve heritage value by adopting an approach calling for minimal intervention.*

The conservation efforts undertaken will be limited to those that are necessary and sufficient to preserve and prolong the heritage value of the property. At the current level of analysis, all required interventions are limited to surface repairs and the replacement of irreparably damaged elements.

Standard 4

.a *Recognize each historic place as a physical record of its time, place and use.*

The proposed redevelopment recognizes the Legion's heritage value. It prioritizes the retention of the character-defining elements of the building as well as providing a continued home for the Royal Canadian Legion membership.

.b *Do not create a false sense of historical development by adding elements from other historic places or other properties or by combining features of the same property that never coexisted.*

The cladding materials proposed for salvage during the demolition of the west end of the building will be re-used during the construction of two new exit stair enclosures required for the east section. The salvaged brick and trim will be reapplied in a continuation of the configuration and proportions of the existing building (see drawing P1-4). The changes in massing and setback will differentiate the stair enclosures so as to be distinguishable from the original building and avoid creating a false sense of historical authenticity.

The proposed redevelopment of the Lancaster Entrance is required due to interior access requirements that are altered due to the west side development. This entrance, while not a component of the original or subsequent design solutions, was constructed in concert with pre-existing building finishes. This wing of the facility compromises the security of the building due to low parapet height which has temporarily been resolved through the installation of barbed wing on wood framing along the roof line. The replacement of this addition will provide a proportional massing element with the proposed south stair addition that properly flanks the historic façade, while maintaining appropriate setbacks.

Standard 5

.a Find a use for an historic place that requires minimal or no change to its character-defining elements.

The adaptive re-use of this property with two discrete functions means that there is no conflict between the new use and the existing character-defining elements. The repurposing of the west end of the building does not affect the character-defining elements of the east section. The interventions undertaken at the east section are intended solely to rehabilitate and preserve the existing functions and heritage value.

Standard 6

.a Protect and, if necessary, stabilize an historic place until any subsequent intervention is undertaken.

All proposed interventions will be reassessed on site at the time of work so as to ensure the appropriateness of every action and the protection of the area to be effected.

.b Protect and preserve archeological resources in place. Where there is potential for disturbing archeological resources, take mitigation measures to limit damage and loss of information.

This clause is not applicable to the specific development or existing facility.

Standard 7

.a Evaluate the existing condition of character-defining elements to determine the appropriate intervention needed.

The facility has undergone site inspections and document reviews related to all of the listed character-defining elements. The enclosed table has been created to provide individual analysis of each component including its condition and proposed recommendations.

.b *Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.*

The approach to repairs and rehabilitation will be clearly identified to minimize risk of potential damage to the work underway and adjacent/interior elements. The requirement for site containment and process development will be clearly defined within the construction documents for review prior to the work being initiated on site, most notable when working above and around sensitive areas such as the Kenneth Lochhead murals.

Standard 8

.a *Maintain character-defining elements on an ongoing basis.*

It is essential that the specific conditions of each character-defining element are thoroughly studied in situ. This analysis will be conducted as part of the rehabilitation process described in this document. Upon completion of the work, a maintenance plan that incorporates information learned during the process should be developed and implemented.

.b *Repair character-defining elements by reinforcing their materials using recognized conservation methods.*

Please refer to the enclosed table for a detailed description of the conservation approaches to be employed for the individual elements noted.

.c *Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.*

Extensively deteriorated materials will be replaced in kind using materials salvaged from the demolished sections of the building. Additional salvage will provide future maintenance materials, stockpiled on site. The enclosed table identifies the various replacement strategies for the individual elements.

Standard 9

.a *Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable on close inspection.*

Please refer to Table A for a detailed description of the conservation approaches to be employed.

.b *Document any intervention for future reference.*

Detailed architectural drawings will be created to fully document both the existing conditions of the character-defining elements and the repair and restoration work described in Table A. Upon completion of the work these drawings will be revised and corrected based on known site conditions and become a record of the work to serve as 'as-built' drawings for each affected component.

Standard 10

.a Repair rather than replace character-defining elements.

In the spirit of minimal intervention, elements will be repaired rather than replaced wherever possible.

.b Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.

This standard comes into effect related to the wood window frames at the clerestory and main floor levels of the building. Salvaged or custom materials will be used to replace the deteriorated pieces as required to restore the fenestration to serviceable levels. The finish on these materials will be consistent with the existing conditions.

.c Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.

Sufficient physical evidence exists on site and within found documents in order for replacement elements to match the form and character of the original elements.

Standard 11

.a Conserve the heritage value and character-defining elements when creating any new additions to an historic place or any related new construction.

New construction will be sensitive to the heritage value and character-defining elements on the property. The parking structure will be separated from the remainder of the building by a fire wall in order to maintain a definitive barrier between the two functions and to ensure the new structure will not adversely affect the heritage value of the original areas of the property. New penetrations required by the exit stair enclosures will be located within existing window openings in order to minimize impact on the existing building.

.b Make the new work physically and visually compatible with, subordinate to, and distinguishable from the historic place.

Two new stair enclosures will be constructed at the north and south ends of the building. These additions will be designed to be visually compatible with, yet subordinate to, the existing building. They will continue the stepped massing of the original facility and will be clad with brick salvaged from the rear of the site. The parking structure at the rear of the site will not be visible from the street and as such will not impact the streetscape or any character-defining elements.

Standard 12

.a Create any new additions or related new construction so that the essential form and integrity of an historic place will not be impaired if the new work is removed in the future.

The exit stair enclosures will be constructed so as to minimize impact on the existing building. Penetrations and connections to the proposed construction will utilize existing openings in the exterior walls to minimize the effect on the existing structure.

C) Conservation Guidelines

The proposed redevelopment falls under the following Guideline categories as per the Standards & Guidelines:

Section 4.3 Guidelines for Buildings
- 4.3.1. Exterior Form
- 4.3.3. Roofs
- 4.3.4. Exterior Walls
- 4.3.5. Windows, Doors and Storefronts
- 4.3.6. Entrances, Porches and Balconies
- 4.3.7. Interior Features
- 4.3.9. Structural Systems

Section 4.5 Guidelines for Materials
- 4.5.1. All Materials
- 4.5.2. Wood and Wood Products
- 4.5.3. Masonry
- 4.5.4. Concrete
- 4.5.5. Architectural and Structural Metals
- 4.5.6. Glass and Glass Products
- 4.5.7. Plaster and Stucco
- 4.5.8. Miscellaneous Materials

These guidelines have been incorporated in an individual format specifically developed for this building within the conservation strategy format presented in Table A: Conservation Interventions.

D) Conservation Interventions

The following table lists the areas and individual components that contribute to the building's heritage value. Future upgrades to the tenant interior areas are not anticipated to affect the character-defining elements or heritage value. Upgrades to interior finishes and the reallocation of functional areas do not constitute a component of this report.

This assessment is based on visual inspections conducted over the course of several site visits and an examination of archival documents. It is understood that the conservation strategies described herein reflect the current level of analysis and will be adjusted as necessary if and when new information becomes available.

CONSERVATION ASSESSMENT
Royal Canadian Legion Memorial Hall
1820 Cornwall Street, Regina, Saskatchewan

KREATE

Table A: Conservation Interventions

COMPONENTS	EXISTING MATERIALS	EXISTING CONDITION	CONSERVATION STRATEGY	CONSERVATION ACTIONS
EXTERIOR ELEMENTS				
Roof			Rehabilitation	
Membrane	built up roofing on plywood substrate	poor	Replacement	replace roof materials with new adhered epdm system complete with increased insulation
Vents	galvanized metal hood style	poor	Replacement	replace vent hoods with new gooseneck (low profile) hoods as required to suit revised ventilation conditions
Drains	cap style roof drains integrated into membrane	poor	Replacement	replace cap drains with new drains integrated with roofing system; tie new drains into existing internal drainage system
Flashing	galvanized flashing on interior side of parapet walls	poor	Replacement	replacement roof interior side flashing with new galvanized flashing, secured into backside of parapet walls with reglet installation.
Cap Flashing	None	---	---	
Fall Protection	None	---	---	Install new fall protection advisory lines and restrictive enclosures to meet requirements of current OH&S regulations; install new access ladders complete with fall restraint attachments
Access	Man door at north-west side; access through stair from stage level; loose ladder access between roof levels	poor	Replacement	exterior roof access to be provided by ladder/cage assembly on backside of building; accessible via parking area; assembly to include lock-off gate at base to restrict access.
Masonry			Preservation	
Mortar	standard sand grey	fair	repointing	repoint existing masonry walls as required using a sand grey mixture; blend new mortar into existing and ensure colour and texture are matching prior to application; test pattern to be completed on walls marked for demolition prior to application on the street facade
Face Veneer	Rug-faced Brick	fair	repair as required	salvage existing masonry units from the demolition components for use as infill on the street façade as required during rehabilitation
Back Wall Veneer	Smooth-faced Brick	fair	repair as required	salvage existing masonry units from the demolition components for use as infill on the parapet wall faces (interior side only)
Flashings	None	---	---	
Weep Holes	None	---	---	
Penetrations	various penetrations for fitments and previous installations	poor	seal and cap existing penetrations where no longer required	remove penetration pins and anchors; patch and repoint mortar as noted; replace face brick with salvage masonry units as noted
Sills	Concrete	fair	repair as required	grind and skim coat as required to remove possibility of standing moisture within fissures

CONSERVATION ASSESSMENT
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COMPONENTS	EXISTING MATERIALS	EXISTING CONDITION	CONSERVATION STRATEGY	CONSERVATION ACTIONS
Stone			Preservation	
Foundation Cladding	Tyndall Stone	fair	existing to remain	no specific requirements noted; existing stone cladding to be salvaged from demolition components for use as infill as required
Parapet Cap Trim	Tyndall Stone	fair	existing to remain	no specific requirements noted; existing stone parapet cap trim to be salvaged from demolition components (Lancaster Entrance) for use as infill as required
Wall Trim	Tyndall Stone	fair	existing to remain	no specific requirements
Tower Cladding	Tyndall Stone	poor	resecure and repoint exterior corners	Drill and repin corner stone to restrict further movement/dislocation; fill pin holes to match face colour texture; repoint as noted
Decorative Frieze	Tyndall Stone	fair	existing to remain	repoint as noted
Window Head/Sill	Tyndall Stone	fair	existing to remain	repoint as noted
Mortar	standard sand grey	poor	repointing	repoint existing masonry walls as required using a sand grey mixture; blend new mortar into existing and ensure colour and texture are matching prior to application; test pattern to be completed on walls marked for demolition prior to application on the street facade
Flashings	None	---	---	---
Weep Holes	None	---	---	---
Penetrations	Flag pole mounts	poor	seal and cap existing penetrations where no longer required	remove penetration pins and anchors; patch and repoint mortar as noted; replace face brick with salvage masonry units as noted
Doors			Rehabilitation	
Door Facing	Wood/metal skin cladding	poor	Replacement	Replace doors with new aluminum/steel style complete with glazing to match original doors
Glazing	single pane clear glazing	poor	Replacement	New sealed double glazing in door systems; sizing to match original entrance doors
Finish Hardware	mixture of rehabilitated hardware	poor	Replacement	New finish hardware systems complete with automatic closers and panic exit hardware
Weather-strip	aluminum trims and gasket seals	poor	Replacement	new weather-strip to suit door installations
Thresholds	aluminum	poor	Replacement	new threshold to suit door installations.
Frame	Wood	fair	Replacement	Custom aluminum/steel frame fabricated for insert into existing tower entrance assembly.
Glazing			Rehabilitation	
Hall Clerestorey Glazing	Pebbled Glass	fair	retain	existing glazing units to remain in place

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COMPONENTS	EXISTING MATERIALS	EXISTING CONDITION	CONSERVATION STRATEGY	CONSERVATION ACTIONS
Frame	Wood	poor	refurbish	replace damaged frame materials with new wood exterior pieces to match existing frame. Paint finishes/colour selection to match existing
Operators	N/A	---	---	---
Screens	N/A	---	---	---
Sealants	silicone caulk	poor	Replacement	Replace existing sealants with new materials to suit frame upgrades
Main Tower Glazing				
Glazing	Stained Glass	fair	Retain	Existing glazing systems to be retained in its entirety.
Frame	Wood	fair	Retain	Existing frame materials to be retained and refinished (paint finishes)
Operators	N/A	---	---	---
Screens	N/A	---	---	---
Sealants	silicone caulk	poor	replacement	Replace existing perimeter and glazing unit sealants with new exterior grade materials. Colour and sheen of new sealant to match frame refinishing.
Main Floor Decorative Glazing				
Glazing	Stained Glass	fair	retain	Existing glazing units to remain in place
Frame	Wood	poor	refurbish	Existing frame materials to be retained and refinished (paint finishes)
Operators	N/A	---	---	---
Screens	N/A	---	---	---
Sealants	silicone caulk	poor	replacement	Replace existing sealants with new materials to suit frame upgrades
Main Floor Standard Glazing				
Glazing	Clear Glass	fair	retain	Existing glazing units to remain in place
Frame	Wood	poor	refurbish	Existing frame materials to be retained and refinished (paint finishes)
Operators	awning style	fair	retain	Existing glazing units to remain in place
Screens	standard metal bug screen	fair	replacement	New screens to be installed in existing glazing assemblies
Sealants	silicone caulk	poor	replacement	Replace existing sealants with new materials to suit new frame installations
Basement Glazing				
Glazing	Clear Glass	poor	retain	Damaged units to be replaced
Frame	Wood	poor	refurbish	Existing frame materials to be retained and refinished (paint finishes)
Operators	casement style operators	poor	retain	Existing glazing units to remain in place

CONSERVATION ASSESSMENT
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COMPONENTS	EXISTING MATERIALS	EXISTING CONDITION	CONSERVATION STRATEGY	CONSERVATION ACTIONS
Screens	standard metal bug screen	poor	replacement	New screens to be installed in existing glazing assemblies
Sealants	silicone caulk	poor	replacement	Replace existing sealants with new materials to suit new frame installations
Exterior Access			Rehabilitation	
Sidewalks				
Materials	Concrete	fair	retain	civic sidewalk (NIC)
Condition	pitted and scored	fair	resurface as required	civic sidewalk (NIC)
Fitments	parking meters (NIC)	n/a	---	---
Drainage	sloped to street gutter	fair	---	---
Stairways				
Materials	tyndall stone	poor	salvage for reinstallation	Remove existing stone and salvage for reinstallation. Reassemble stair systems to provide optimum use of stone treads and side landings; construct new base mount and reinstall stone treads/risers to suit the revised entrance
Condition	pitted, loose, out of plane	poor	retain stone panels for reinstallation	Existing stone condition will provide adequate materials for stair rehabilitation within the existing footprint
Mortar	standard grey	poor	replacement	New mortar to match repointing mortar noted from wall tyndall stone
Fitments	None	n/a		
Exterior Elements			Rehabilitation	
Entrance Lights	metal entrance stair lighting	poor	Rehabilitate	remove existing light posts and stockpile for reinstallation; existing fitments to be cleaned and stripped; refinishing surface treatments to match the style and colour palette for the facility; reinstall lighting upon completion of stair rehabilitation; circuit operation to manual or photocell activation
Flag Poles	steel posts	poor	replacement	Replace existing grade mounted flagpoles (2) with new installations; aluminum tapered cone style flagpole complete with internal halyard.
Boot scrapers	None	n/a	add at entrances	Install new steel boot scrapers at side entrances to the facility.
Site Fence	standard mesh fencing	poor	replacement for security on side aisles of exterior	Replace existing chain link fencing on north side as required for security to interior access points; install chain link fencing on south side to restrict access to lane area from street side
Landscaping	loose shrubbery	fair	retain/rehabilitate	Remove large landscaping growth immediately adjacent building; cut back existing shrubbery to provide suitable green space while not facilitating intrusion or hiding locations street side
Building Lighting	wall mounted HID fixtures	poor	replacement	Replace wall mounted building lighting systems with new to suit the revised side yard allocations.

CONSERVATION ASSESSMENT
Royal Canadian Legion Memorial Hall
1820 Cornwall Street, Regina, Saskatchewan

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COMPONENTS	EXISTING MATERIALS	EXISTING CONDITION	CONSERVATION STRATEGY	CONSERVATION ACTIONS
INTERIOR ELEMENTS				
Entrance Stairs			Preservation	
Flooring	terrazzo	fair	retain	Maintain existing terrazzo, repairs to be completed with stone finishes to match surface colouration, texture and pattern. Seal flooring surface
Baseboards	wood	fair	retain	retain existing wood baseboards and refinish to suit the interior colour scheme
Nosings	appliqué rubber	poor	replacement	rehabilitate existing stair tread panels and install new strip nosing; nosing to be textured and provide colour separation from tread for visually impaired individuals
Risers	steel panel	poor	retain and refinish	Patch and repair existing risers and stringer finish with paint finishes in keeping with interior upgrade colour scheme
Handrail	stainless/painted steel	poor	retain and refinish	Strip, clean and refinish interior handrail and balustrade; existing assembly to remain in place during upgrading
Fitments	none	n/a	---	
Wall Finish	plaster	fair	retain/rehabilitate	Patch and repair damaged plaster finishes, refinishing to include skim coat and repainting
Ceiling Finish	plaster/crown mould	poor	retain/rehabilitate	Patch and repair damaged plaster finishes, most notable damage occurring at north/north-west crown mold location; refinishing to include skim coat and repainting
Lighting	wall mounted	poor	replacement	replace existing wall mounted light fixtures with wall sconces to suit the mid-century time period; fixtures to be energy rated compact fluorescent; style to be confirmed prior to final ordering
Mechanical Installations	surface mounted force flow heaters	poor	replacement	replace existing wall mounted heating units/exposed piping with new units; new unit installation to be reviewed on site- recommended locations include underside of central stair and upper wall areas of sidewalls; piping and control wiring to be concealed wherever reasonably possible.
Peace Tower Foyer			Preservation	
Flooring	terrazzo	good	retain	Maintain existing terrazzo, repairs to be completed with stone finishes to match surface colouration, texture and pattern. Seal flooring surface
Baseboard	wood	good	retain	retain existing wood baseboards and refinish to suit the interior colour scheme
Wall Finish	plaster	good	retain	Patch and repair damaged plaster finishes, refinishing to include skim coat and repainting
Specialty Finishes	painted murals	good	retain	existing murals to be retained. Protective measures to be implemented during renovation stages complete with coverage and air seal for the duration of rehabilitation measures.
<u>Interior Doors</u>				
Frame	wood	fair	salvage for reinstallation	wood casings and head rails to be salvaged from demolition areas for use in refurbishing existing units and installation of interior doors within renovation areas.
Door	wood	fair	salvage for reinstallation	available interior doors to be salvaged from demoltion areas for use in relocated doors within renovation areas

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COMPONENTS	EXISTING MATERIALS	EXISTING CONDITION	CONSERVATION STRATEGY	CONSERVATION ACTIONS
Finish Hardware	standard commercial grade	poor	replacement	existing operators to be discarded. Entrance hardware and finish plates to be retained and refinished for use within renovation areas.
Fitments	interior furnishings	n/a	(tenant item)	not in contract
Lighting	ceiling pendant lights	fair	retain	existing lighting to remain.
Display North Entry			Preservation	
Flooring	carpet	fair	replacement	existing floor finishes to be replaced with commercial grade flooring suitable for anticipated traffic demands
Baseboard	wood	fair	retain	existing materials to be retained and refinished
Wall Finish	plaster	fair	retain	Patch and repair damaged plaster finishes, refinishing to include skim coat as required and repainting
Specialty Finishes	wall moldings	fair	retain	existing materials to be retained and refinished
Interior Doors				
Frame	steel frame	fair	retain	existing materials to be retained and refinished
Door	steel gates	fair	retain	existing materials to be retained and refinished
Finish Hardware	lockset on gates	poor	replace	upgrade with exit style as required by code
Fitments	interior furnishings	fair	(tenant item)	not in contract
Lighting	ceiling mounted fixture	fair	retain	existing lighting to remain.
Display South Entry				
Flooring	carpet	fair	replacement	existing floor finishes to be replaced with commercial grade flooring suitable for anticipated traffic demands
Baseboard	wood	fair	retain	existing materials to be retained and refinished
Wall Finish	plaster	fair	retain	Patch and repair damaged plaster finishes, refinishing to include skim coat as required and repainting
Specialty Finishes	wall moldings	fair	retain	existing materials to be retained and refinished
Interior Doors				
Frame	steel frame	fair	retain	existing materials to be retained and refinished
Door	steel gates	fair	retain	existing materials to be retained and refinished
Finish Hardware	lockset on gates	poor	replace	upgrade with exit style as required by code
Fitments	interior furnishings	fair	(tenant item)	not in contract
Lighting	ceiling mounted fixture	fair	retain	existing lighting to remain.

6. PROPOSED REDEVELOPMENT

The existing facility is proposed to be redeveloped as a mixed-use complex that would contain:

- Legion functions and administration for the membership
- Public functions for viewing of historic and significant memorabilia
- Public viewing of the main building elements including murals, stone work and metalworks.
- Landlord developed parking functions for adjacent / public occupancy located at the west (lane) side of the existing facility.

The general intent of the proposed redevelopment is to maintain the existing street side functions while repurposing the lane side functions of the site. Refer to attached drawings for illustration and design layouts of the intended refurbishing. These drawings are provided as information related to the overall intent of the development; final detail resolution and materials selection will be completed as the process moves through the document stages.

The street side functions require that the developer maintain the existing eastern façade along with the defining elements of the tower and immediate eastern wings (north and south sides). The proposed scope of development for the existing eastern facade includes:

- Rebuild the existing entrance stairs using salvaged and matching materials including lighting and rail systems.
- Refurbish the east façade through repointing of damaged masonry areas
- Repair the existing glazing systems and frames along the east and adjacent building sides
- Replace the roof membrane systems of the remaining facility to protect the building structure and assembled memorabilia.

The intended use of the existing facility and public functions will require that secondary exits are provided from each floor level. The summary of these elements includes:

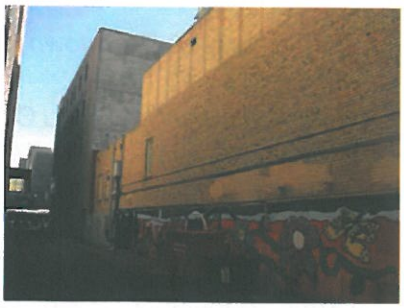
- Demolition of the existing Lancaster entrance adjacent the North wing.
- Construction of new stair access points on the north and south wings.
- Installation of an internal accessible lift (proposed in the south wing), entry level at grade.
- It is intended that materials used in the finishing of the proposed additions will be salvaged from the existing west wing as it is repurposed in this process.
- New materials as may be required would be sourced to match or blend with the existing finishes, creating a coherent sense of the original building character.

The basic building infrastructure would be revised in accordance with the development sequences. The revisions would include:

- Upgrade mechanical heating systems as required to service the east side occupancy.
- Upgrade the electrical distribution system as required to service the east side occupancy.
- Existing lighting within the eastern occupied areas would remain with replacement to energy efficient fixtures where possible.

The west side of the building is proposed to be repurposed under this development to create tiered open air parking. It is intended that this area be separated from the occupied east wing areas. This reconstruction would include:

- Demolition of the auditorium and meeting room areas. (Current structural analysis has identified potential flaws in the roof structure which inhibit redevelopment of these areas. Refer to J.C. Kenyon Report on file with A to B Development Consultants Ltd, dated 30 Sept. 2009).
- Salvage of all available construction finishes for reuse in the eastern façade/stairwell development
- Retention of the basement (lower floor level) and foundation walls to serve as the basis of the parking structure. No excavation below the existing lower level slab is intended.



- Retention/development of existing storage and utility service areas currently located on the lower level at the west side.
- Construction of a fire wall separating the occupied east side from the west side parking areas. The fire wall would be incorporated into the existing building systems and finished on exposed sides to match current finishes.
- Construction of new upper level parking structure using new support elements as required.
- Installation of parking rail system on the upper level perimeter.
- Infill of existing foundation walls (openings) to provide air flow while restricting public access.
- Construction of new stair access points to the parking area.
- Construction of bicycle storage zones within the developed parking area.

The intended construction of the west development would be restrained to fit within the existing building sight lines from the eastern street approach. In this fashion, any development on the west side remains unobtrusive and does not impact the existing historic façade.

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APPENDIX A: Images

Figure 1: North-East Wing Roof

Moss growth is a sign of an excessive build-up of moisture within the roof membrane

Figure 2: Interior Parapet Roof Flashing

Cant flashings have been compromised and bent, allowing driven moisture to enter the building envelope

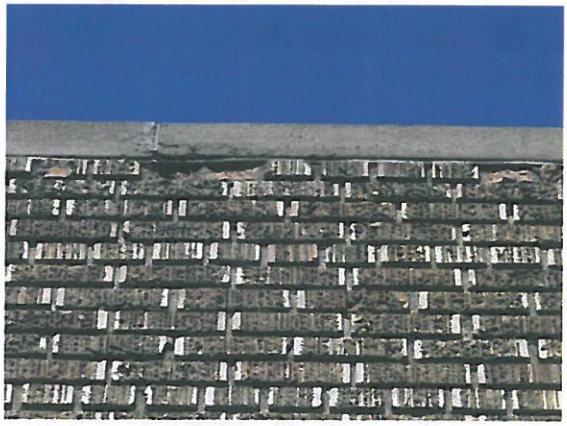


Figure 3: Upper Wall South Side

Damaged bricks below the parapet cap are indicative of ice build-up and moisture penetration into the existing finishes.

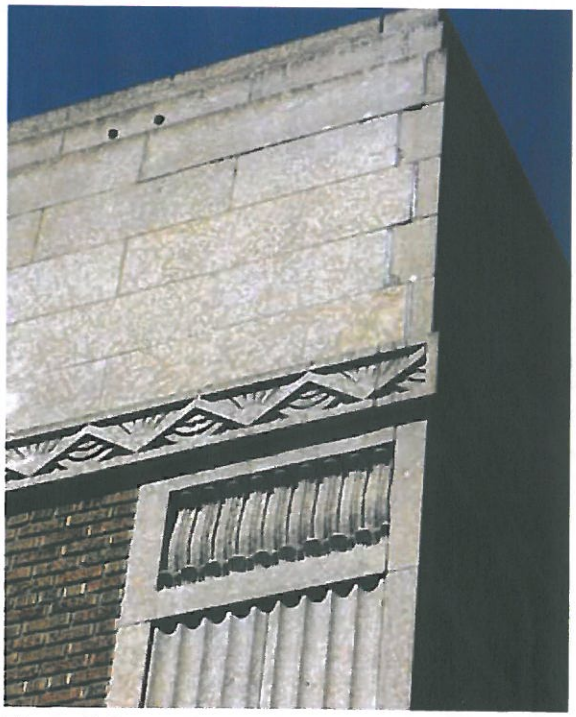


Figure 4: Peace Tower Parapet

The inscribed stone frieze shows evidence of slippage and past attempts at repair along the corner piece connections

Figure 5: Main Entrance Stair

Tread slabs have heaved and are no longer level or plumb. Significant gaps have developed at the mortar joints. Handrails are extensively damaged and inconsistent with current building codes.

Figure 7: Main Entrance Door

Entrance door is damaged and present evidence of moisture penetration and subsequent deterioration.

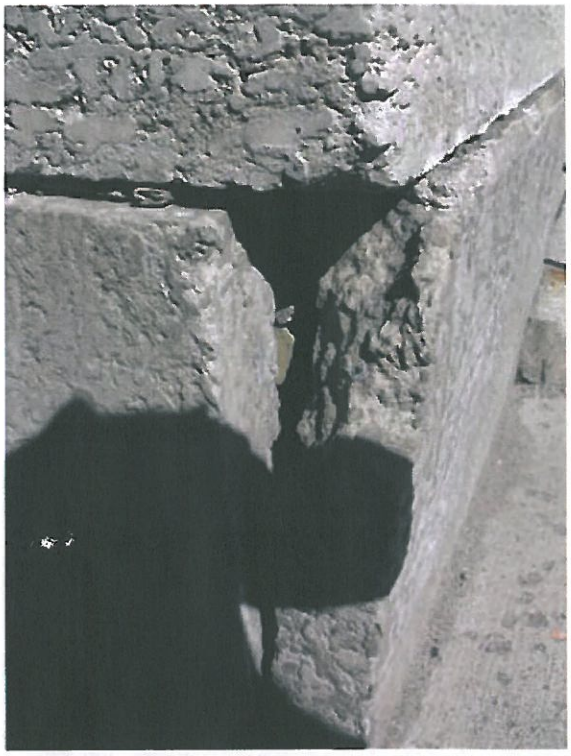


Figure 6: Main Stair Sidewalls

Damaged corner of the exterior entrance podium.

Figure 8: Main Entrance Door Transom

Frame of stained glass shows signs of deterioration.

Figure 9: Main Floor Window Frame

Rot and splitting at the wood window frames.

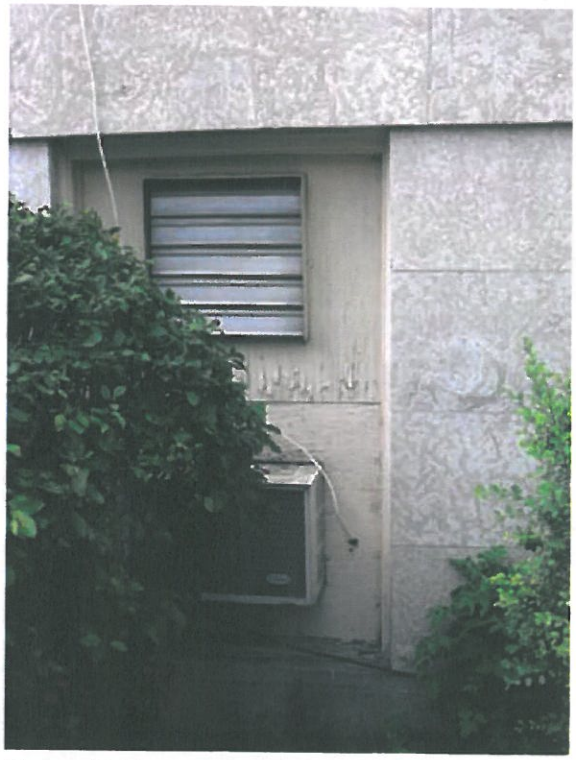


Figure 10: Basement Level Window Infill

Window boarded up to house exhaust fan and air conditioning unit.

Figure 11: Main Stair Handrail Modifications

Original handrail was retrofitted with metal pipe extension to comply with building code at the time of modification.

Figure 12: Main (North) Entrance Stair

Nosings of entrance stairs have eroded due to salts and wear.

Figure 13: Main Entrance Stair Ceiling Crownmold

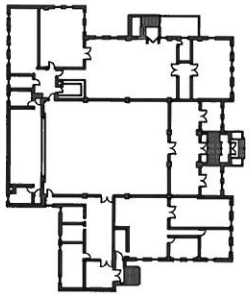
Significant damage to the ceiling plaster at the cornice line in the Peace Tower, noted along the north wall line.

APPENDIX B: Drawings

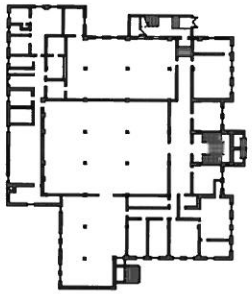
Appendix 3.1

PROPOSED REDEVELOPMENT
PROJECT INFORMATION:

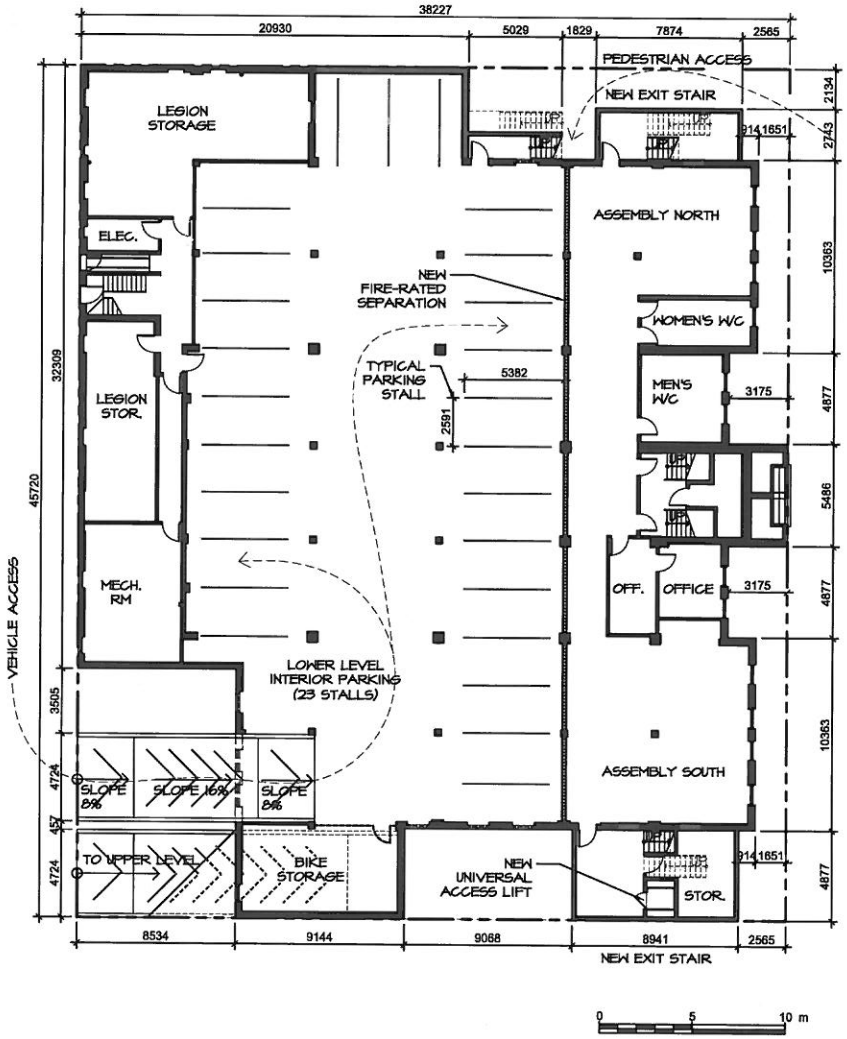
ZONING:	D-DOWNTOWN
SITE AREA (m^2):	1747.68 m^2
TOTAL FLOOR AREA (m^2):	1542.37 m^2
FLOOR SPACE RATIO:	0.88:1
SITE COVERAGE (%):	88%
OPEN SITE SPACE (%):	12%
HEIGHT OF BUILDING (m):	10.57 m
NUMBER OF STOREYS:	2
PARKING STALLS ON SITE (#):	54
BUILDING SETBACKS:	
FRONT YARD:	1.68 m
REAR YARD:	0 m
SIDE YARD (NORTH):	0 m
SIDE YARD (SOUTH):	0 m



EXISTING BUILDING:
UPPER FLOOR PLAN



EXISTING BUILDING:
LOWER FLOOR PLAN



1 PROPOSED LOWER FLOOR PLAN

KREATE

208 - 2300 DEWDNEY AVENUE
REGINA, SASKATCHEWAN
S4R 1H8
PH: 306.585.3400
FX: 306.585.3300
EM: office@kreate-arch.com
WEB: www.kreate-arch.com
KREATE ARCHITECTURE AND DESIGN LTD.

NOTES:

PROJECT TITLE:
PROPOSED REHABILITATION
Royal Canadian Legion Memorial Hall
1820 Cornwall Street
Regina, Saskatchewan

DRAWING TITLE:
LOWER FLOOR PLAN

DRAWN MO	CHECKED KD	APPROVED
SCALE	DATE 16AUG12	DATE
FILE No. 11-60		DRAWING No. P1-1

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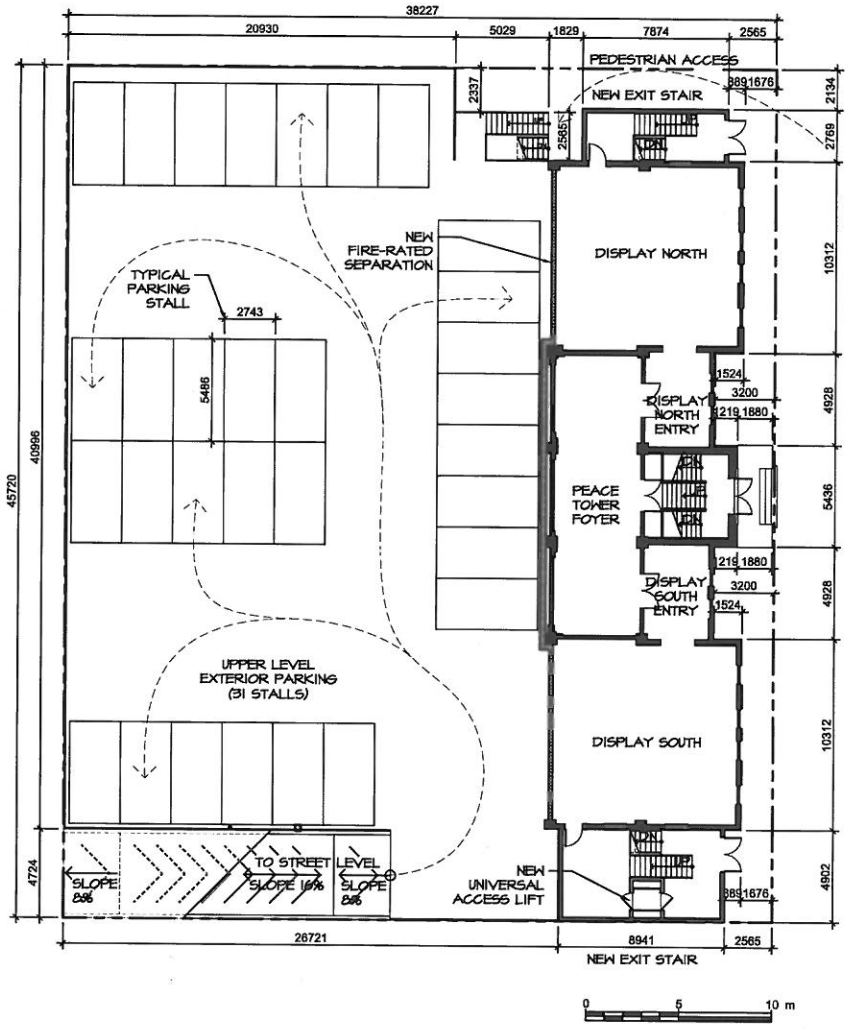
(2012) KREATE



1 PROPOSED UPPER FLOOR PLAN

KREATE
309 - 2309 DEWDNEY AVENUE
REGINA, SASKATCHEWAN
S4R 1H5
PH: 306.564.3408
FX: 306.564.3398
EM: office@kreate-arch.com
WEB: www.kreate-arch.com
KREATE ARCHITECTURE AND DESIGN LTD.

NOTES:

PROJECT TITLE:
PROPOSED REHABILITATION
Royal Canadian Legion Memorial Hall
1820 Cornwall Street
Regina, Saskatchewan

DRAWING TITLE:
UPPER FLOOR PLAN

DRAWN MG	CHECKED KD	APPROVED
SCALE	DATE 16AUG12	DATE
FILE NO. 11-60		DRAWING No. P1-2

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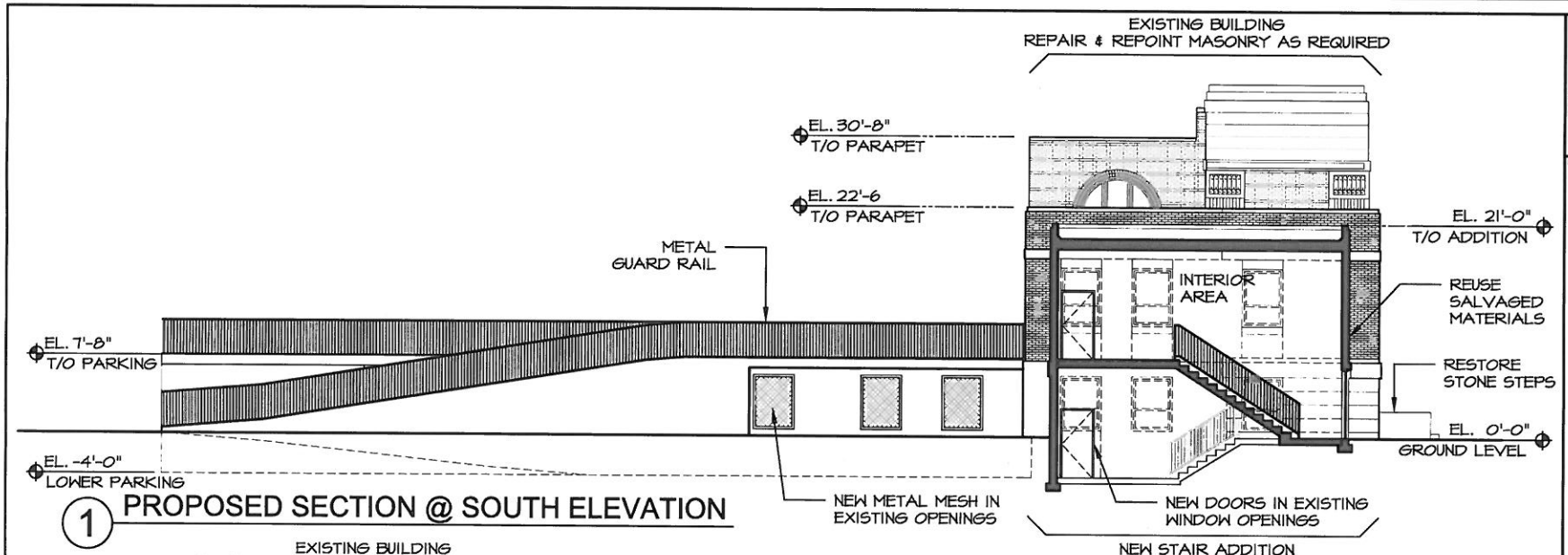
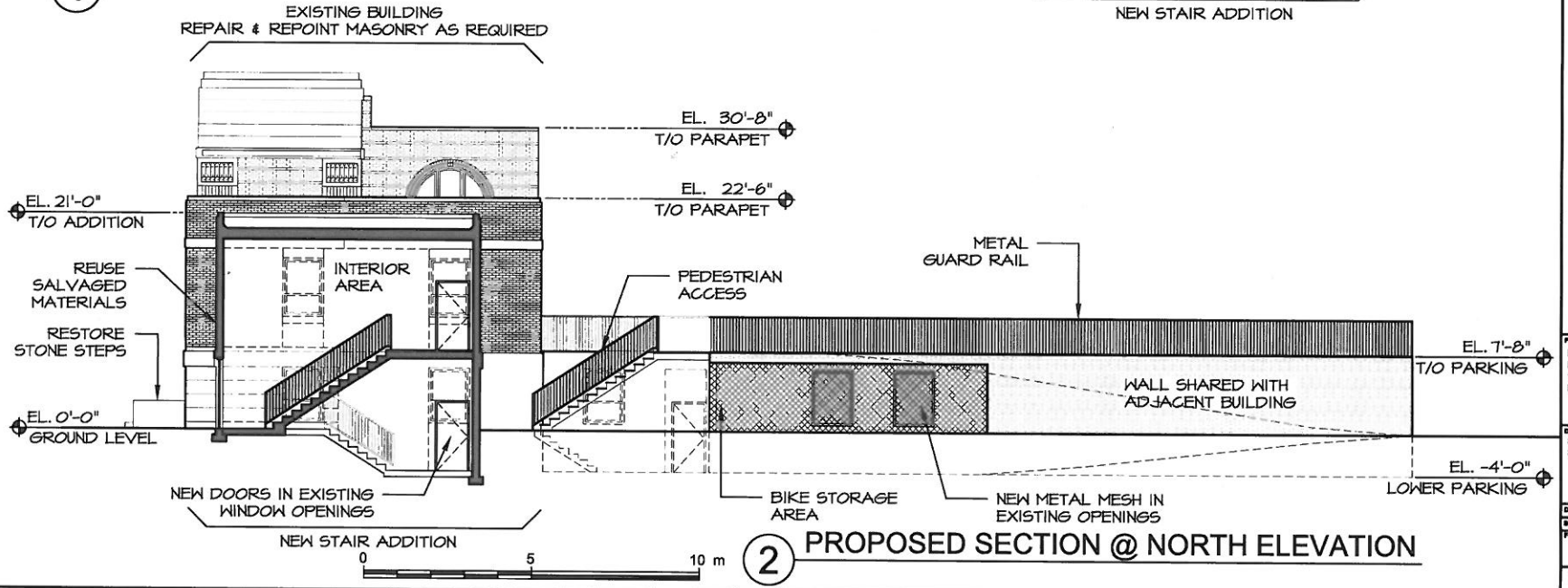


1 PROPOSED SECTION @ SOUTH ELEVATION



2 PROPOSED SECTION @ NORTH ELEVATION

KREATE
300 - 2300 DEWDNEY AVENUE
REGINA, SASKATCHEWAN
S4K 1H6
PH: 306.569.3400
FX: 306.569.3300
EM: office@kreate-arch.com
WEB: www.kreate-arch.com
KREATE ARCHITECTURE AND DESIGN LTD.

NOTES:

PROJECT TITLE:
PROPOSED REHABILITATION
Royal Canadian Legion Memorial Hall
1820 Cornwall Street
Regina, Saskatchewan

DRAWING TITLE:
SECTION @ SOUTH ELEVATION
SECTION @ NORTH ELEVATION

DRAWN MO	CHECKED KD	APPROVED
SCALE	DATE 16AUG12	DATE

FILE No: 11-60
DRAWING No. P1-3

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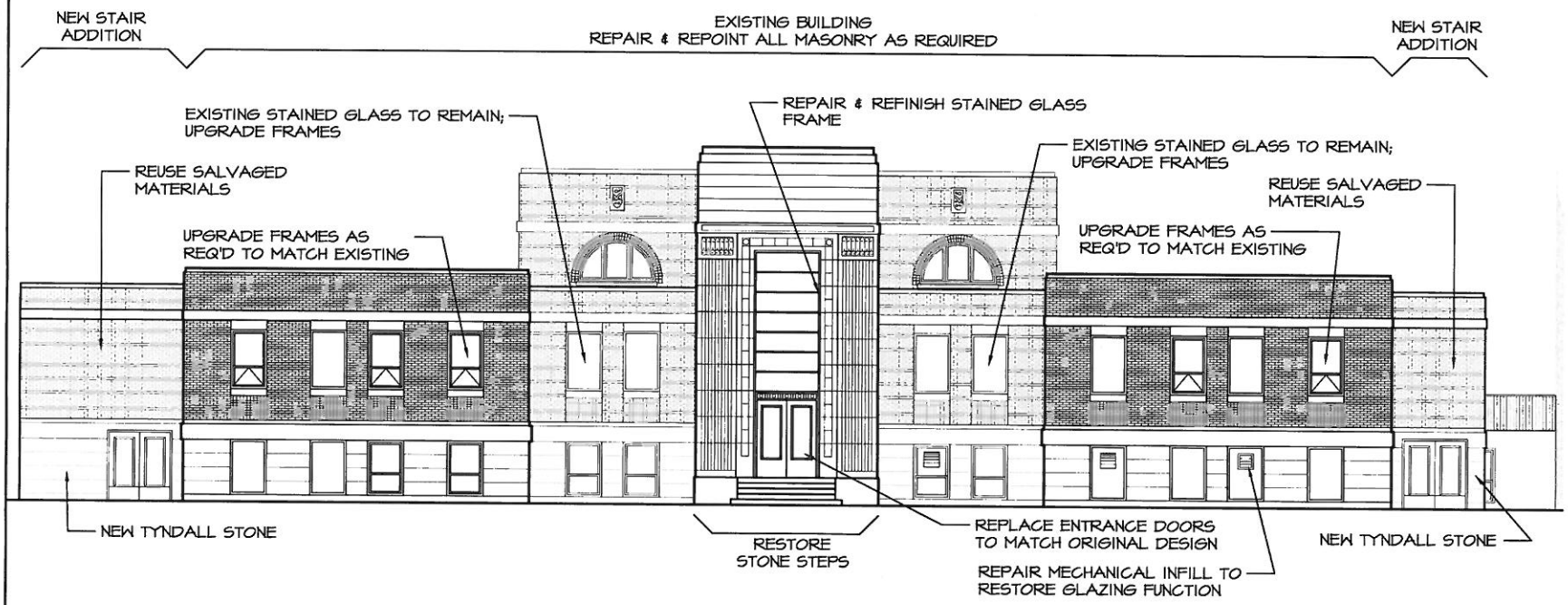

1 PROPOSED EAST ELEVATION

0 5 10 m

KREATE

200 - 3200 DEWDNEY AVENUE
REGINA, SASKATCHEWAN
S4S 1H5

PH: 306.586.3400
FX: 306.586.3399
EM: office@kreate.ca
WEB: www.kreate.ca

KREATE ARCHITECTURE AND DESIGN LTD.

NOTES:

PROJECT TITLE:
PROPOSED REHABILITATION
Royal Canadian Legion Memorial Hall
1820 Cornwall Street
Regina, Saskatchewan

DRAWING TITLE:
EAST ELEVATION

DRAWN MG	CHECKED XD	APPROVED
SCALE	DATE 16AUG12	DATE

FILE NO: 11-60
DRAWING No. P1-4

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APPENDIX A

Statement of Significance

Description

1820 Cornwall Street is a Municipal Heritage Property that comprises six commercial lots in the downtown area of the City of Regina. The property, known as the Royal Canadian Legion Memorial Hall, features a two-storey building with a light-brown brick and Tyndall Stone façade and prominent central tower, which was constructed between 1947 and 1951. The Municipal Heritage Property designation applies specifically to the Cornwall Street façade as well as to the Memorial Tower, the stained glass windows, murals, terrazzo flooring, coats of arms, and wrought-iron gates which separate the foyer from the Trophy Room and Chapel.

Heritage Value

The heritage value of 1820 Cornwall Street resides in its status as the first branch of the Royal Canadian Legion to receive a charter. Issued in 1926, the Regina Branch is known as Branch No. 1. The Royal Canadian Legion originated with the formation of the Great War Veterans Association (G.W.V.A) in April 1917 and by 1919 had become the largest organization representing the interests and welfare of returning servicemen and women. In 1926, the G.W.V.A. and other groups joined to form the Canadian Legion British Empire Service League. In 1960, Royal Assent was granted, allowing the organization to become the Royal Canadian Legion. Since its inception, the Legion has focused its efforts on securing adequate pensions and other benefits for veterans and their dependants.

The heritage value of 1820 Cornwall Street also resides in its architecture, which is a late example of the Classical Moderne style, a variant of the larger Art Deco movement, which was popular during the interwar period. The style, used extensively for buildings constructed under Franklin D. Roosevelt's "New Deal" public works program in the United States, reflects national aspirations for recovery, stability and endurance. It represents a synthesis of traditional and modern architectural influences, characterized by monumental, classically-balanced masses with an emphasis on symmetry and horizontality. Stan Storey of the Regina architectural firm of Van Egmond and Storey prepared plans for the Canadian Legion Memorial Hall in the summer of 1945. The cornerstone was laid on October 1, 1947 and the basement level was occupied by Legion members in May 1948. By 1950, construction of the upper floor was initiated, although to a revised exterior design. Princess Elizabeth and the Duke of Edinburgh participated in the official opening on October 17, 1951.

Further heritage value resides in the Memorial Hall, which features a central Memorial Peace Tower, believed to be the only one of its kind other than the Peace Tower of the Parliament Buildings in Ottawa. The Memorial Tower is enhanced by five stained glass windows which were unveiled on May 14, 1955 by Governor General Vincent Massey. Eight large murals in the Memorial Chamber depict important events and images of Canadian military history and were executed in 1956 by Canadian artist Kenneth Lochhead. A large Legion crest is incorporated into the foyer's terrazzo floor, and two large plaster cast coats of arms are situated above the entrance and auditorium doors.

Character-Defining Elements

The heritage value of 1820 Cornwall Street lies in the character-defining elements including but not limited to:

- those elements that reflect the building's association with the Royal Canadian Legion, including the inscribed exterior frieze band above the central entrance, stained glass windows, murals, plaster cast coats of arms, wrought-iron gates to the Chapel and Trophy Room which were originally part of the Regina Garrison Sergeants' Mess, and the Legion crest incorporated into the foyer's terrazzo floor;
- those elements that demonstrate the Classical Moderne style, including the building's stepped and symmetrical massing and horizontally-oriented composition, its restrained exterior ornamentation of stylized stone carvings and low reliefs around the main entrance, which contrasts with flat, simplified wall surfaces, and the contrasting verticality of the Memorial Peace Tower with detailed pilasters and entablature.

APPENDIX B

Standards and Guidelines for the Conservation of Historic Places in Canada
(Excerpts)

4.3.1 Exterior Form

Recommended	Not Recommended
13 Selecting the location for a new addition that ensures that the heritage value of the place is maintained.	Constructing a new addition that obscures, damages or destroys character-defining features of the historic place, such as relocating the main entrance.
14 Designing a new addition in a manner that draws a clear distinction between what is historic and what is new.	Duplicating the exact form, material, style and detailing of the original building in a way that makes the distinction between old and new unclear.
15 Designing an addition that is compatible in terms of materials and massing with the exterior form of the historic building and its setting.	Designing a new addition in a way that has a negative impact on the heritage value of the historic building.

4.3.5 Windows, Doors, and Storefronts

Recommended	Not Recommended
6 Protecting and maintaining windows, doors and storefronts by using appropriate surface treatments, such as cleaning, rust removal, limited paint removal, and reapplying protective coating systems in kind.	Failing to adequately maintain windows, doors and storefronts on a regular basis.
8 Retaining sound and repairable windows, doors and storefronts, including their functional and decorative elements, such as hardware, signs and awnings.	Removing or replacing windows, doors, and storefronts that can be repaired. Peeling paint, broken glass, stuck sashes, loose hinges or high air infiltration are in themselves indications that these assemblies are beyond repair.
12 Replacing in kind extensively deteriorated or missing parts of windows, doors and storefronts, where there are surviving prototypes	Replacing an entire functional or decorative element, such as a shutter with a broken louver, or a door with a missing hinge, when only limited replacement of deteriorated or missing part is possible. Using a substitute material for the replacement part that neither conveys the same appearance as the surviving parts of the element, nor is physically or visually compatible.

CR12-158

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Discretionary Use Application (12-DU-21) Proposed Planned Group of Dwellings
Hawkstone Village, Hawkstone Subdivision

RECOMMENDATION OF THE REGINA PLANNING COMMISSION
- SEPTEMBER 26, 2012

1. That the discretionary use application for a proposed planned group of townhouse dwellings located within the Hawkstone concept plan area, being Parcel V, NE ¼ 1-18-20 W2M, at Rochdale Boulevard and Elgaard Drive, be APPROVED subject to the following conditions:

   a. The development shall be consistent with the attached site plan and elevations dated June 12, 2012 in Appendix 3;

   b. That pursuant to Section 18D.1.1 of the Zoning Bylaw, City Council waive the requirement to post a public notification sign on the subject lands, due to their remote location and the current unavailability of direct public access; and

   c. The development shall comply with all applicable standards and regulations in Regina Zoning Bylaw No. 9250.

REGINA PLANNING COMMISSION – SEPTEMBER 26, 2012

Tim Schaefer, representing Varsity Homes, and Leif Sauder, representing Robinson Residential Design, addressed the Commission.

The Commission adopted a resolution to concur in the recommendation contained in the report.

Councillors: Michael Fougere and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Mark McKee, Phil Selenski and Laureen Snook were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on September 26, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the discretionary use application for a proposed planned group of townhouse dwellings located within the Hawkstone concept plan area, being Parcel V, NE ¼ 1-18-20 W2M, at Rochdale Boulevard and Elgaard Drive, be APPROVED subject to the following conditions:

a. The development shall be consistent with the attached site plan and elevations dated June 12, 2012 in Appendix 3;

b. That pursuant to Section 18D.1.1 of the Zoning Bylaw, City Council waive the requirement to post a public notification sign on the subject lands, due to their remote location and the current unavailability of direct public access; and

c. The development shall comply with all applicable standards and regulations in Regina Zoning Bylaw No. 9250.

2. That this report be forwarded to the October 9, 2012 meeting of City Council.

CONCLUSION

The applicant proposes to develop a planned group of townhouse dwellings on the subject property, which will include seven townhouse buildings with a total of 80 units, which would be in condominium ownership. The density of the development conforms to the approved Hawkstone concept plan, which identified the property for high density residential development.

The proposal meets the regulations and requirements of *Regina Zoning Bylaw No. 9250*. The proposal is also consistent with the policies contained within *Regina Development Plan Bylaw No. 7877* (Official Community Plan) with respect to encouraging a variety of housing options on a city-wide basis. The proposal is a complementary addition to the mix of residential uses in the Hawkstone subdivision.

BACKGROUND

An application for discretionary use has been submitted for approval. The subject property is located within the Hawkstone subdivision and north of the Argyle Park Community Association boundaries.

The application is being considered pursuant to *Regina Zoning Bylaw No. 9520, Regina Development Plan Bylaw No. 7877* (Official Community Plan), and *The Planning and Development Act, 2007.*

DISCUSSION

The applicant proposes to develop 80 townhouse dwelling units in the form of five 12-unit townhouse buildings and two 10-unit townhouse buildings. The proposed development will include 104 parking stalls, which exceeds the minimum parking requirement by 24 stalls. The subject property is currently zoned R6 – Residential Multiple Housing, in which a planned group of dwellings is a discretionary use.

Surrounding land uses are low-density residential lots to the east, future apartment buildings to the north, a future neighbourhood park to the south, and future high density dwellings to the west within the Hawkstone subdivision.

Site Design

Each side of the townhouse buildings have windows which allow for casual surveillance onto the subject property as well as onto Rochdale Boulevard and Elgaard Drive, and the neighbourhood park to the south of the site. This maximizes visibility, encourages the use of public spaces and prevents crime. The townhouse buildings also front onto the street (Rochdale and Elgaard), creating an accessible entrance for pedestrians and encouraging interactions between residents and the street level. This creates a better urban design condition and promotes safety. The visibility of parked cars is minimized by being situated between the townhouse buildings.

The public amenity space on the site is easily accessible from all townhouse units as well as from Elgaard Drive. The preschool and school aged children's areas have been combined to be functional in size and allows parents to be with children of different ages at the same time.

In addition, a walkway leads from Elgaard Drive through the public space and into the parking area. This allows for tenants and visitors to walk safely and conveniently from the right-of-way to the inner townhouse units.

Regina Development Plan (Official Community Plan)

The proposal responds to the following policies in the Housing Objectives section in Part A – Policy Plan of the *Regina Development Plan Bylaw No. 7877* (Official Community Plan):

- **That the City should achieve a mix of housing types and densities to suit different lifestyles, income levels and special needs in existing and future neighbourhoods**

Eighty two-bedroom condominium units comprise the proposed townhouse buildings. These units will add to the housing choices available in the Hawkstone subdivision to suit residents with different lifestyles and income levels.

- **That the City should encourage higher density housing along or adjacent to major arterial streets**

The proposed higher density planned group of townhouses is along Rochdale Boulevard, which is a major arterial. A potential transit route is proposed along Rochdale Boulevard that will pass in front of the proposed development. Also, an on-street greenway that accommodates cycling and walking is planned along Argyle Street, one block away from the site. These routes will encourage increased pedestrian, bicycle and transit use.
The proposal is also consistent with the policies concerning staged and sequential growth contained in Part C – Northwest Sector Plan of the OCP and the overall growth management policies contained in Part A – Policy Plan of the OCP.

The attached Hawkstone concept plan identifies the subject property for the development of high density residential units, or greater than 50 units per hectare. The density of the proposed development in this parcel would be 63.6 units/ hectare.

RECOMMENDATION IMPLICATIONS

Financial Implications

The applicant will be responsible for the cost of any additional or changes to existing infrastructure that may be required to directly or indirectly support the development, in

accordance with City standards and applicable legal requirements. The costs of water, sewer and storm drainage services are fully recovered through the utility charges.

The applicant is not proposing to develop rental units. As such, the proposal does not qualify for tax abatement under the City of Regina's Housing Incentive Program.

Environmental Implications

The proposed high density residential development contributes to the overall objective of the Development Plan (OCP) to encourage a compact urban form.

The proposed development is located over the moderate sensitivity zone of the aquifer. Excavations should not exceed 4.5 m in depth according to the City's Zoning Bylaw.

Strategic Implications

The proposed development provides high density dwellings, which contributes to a compact urban form and sufficient supply of land for future growth. Proximity to arterial streets with transit service and greenway will also encourage increased pedestrian, bicycle and public transit use. This aligns with and enables the City's vision of managing growth and community development.

Accessibility Implications

The applicant is required to provide a minimum of two accessible parking stalls for residents/visitors on the site.

COMMUNICATIONS

The subject lands were not sign-posted due to their remoteness from surrounding urban development and the current unavailability of direct public access to the site. The Administration acknowledges that according to Section 18D.1.1 of the Zoning Bylaw, the authority to waive the sign-posting requirement rests exclusively with City Council. Although occurring after the fact, a recommendation has been provided for Council to waive this requirement.

Direct notice of the proposal was not mailed out to property owners in the vicinity because no residences are occupied in the vicinity yet.

The Administration notified the public through the circulation of the proposal to the Argyle Park Community Association and the North Zone Board. No comments were received from the Community Association or Zone board prior to the finalization of this report.

Other Agencies

The applicant's proposal was circulated to the Public and Separate School Boards for review and comment. Both school boards indicated that they did not have any concerns with the proposal.

DELEGATED AUTHORITY

City Council's approval is required, pursuant to Section 56 of the *Planning and Development Act*, 2007.

Respectfully submitted,

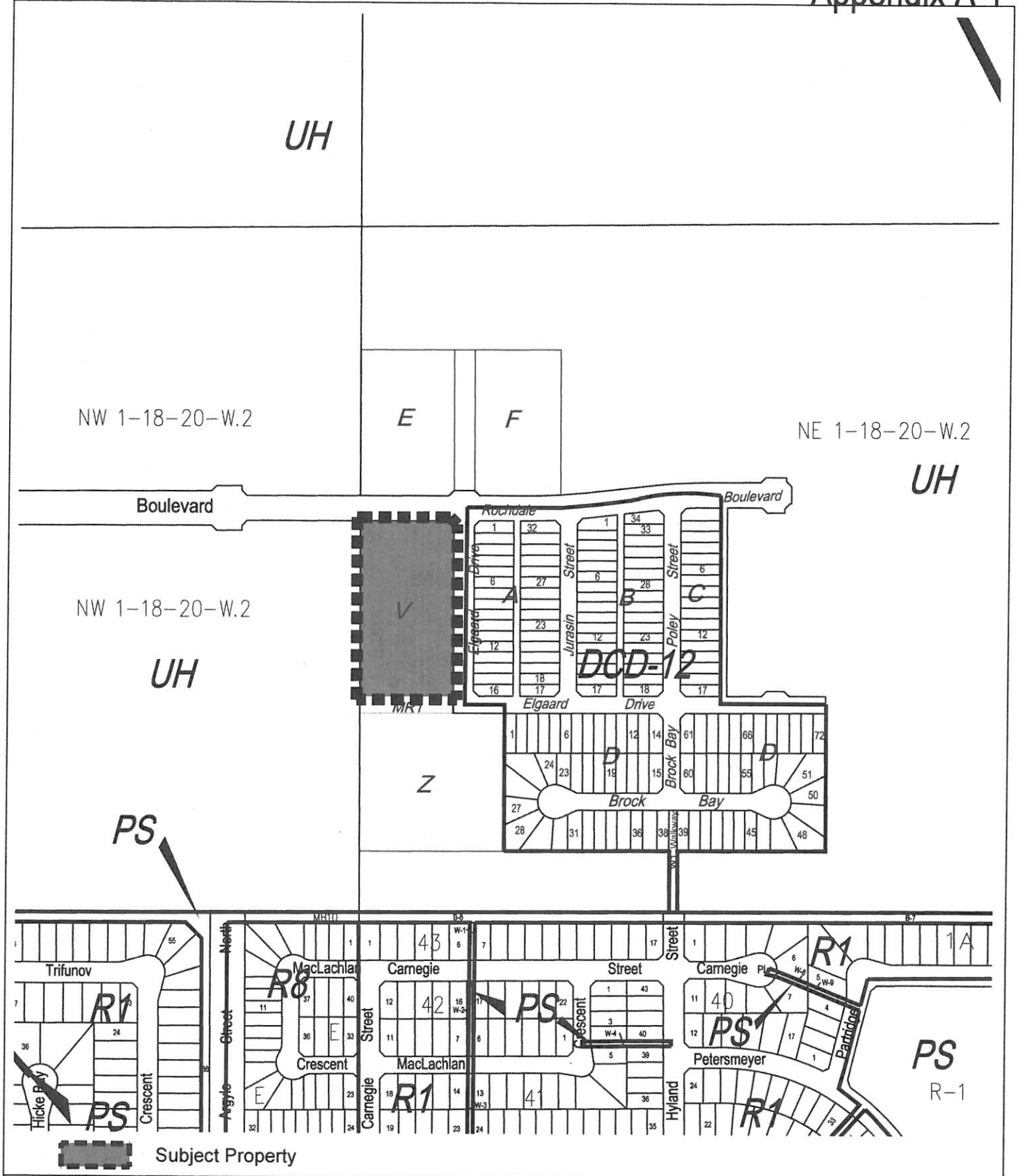
REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

i:\taxonomy\council and committee management\city council\2012\10 09 2012\reports\rpc12-74\rpc12-74 rpt.doc

Appendix A-1



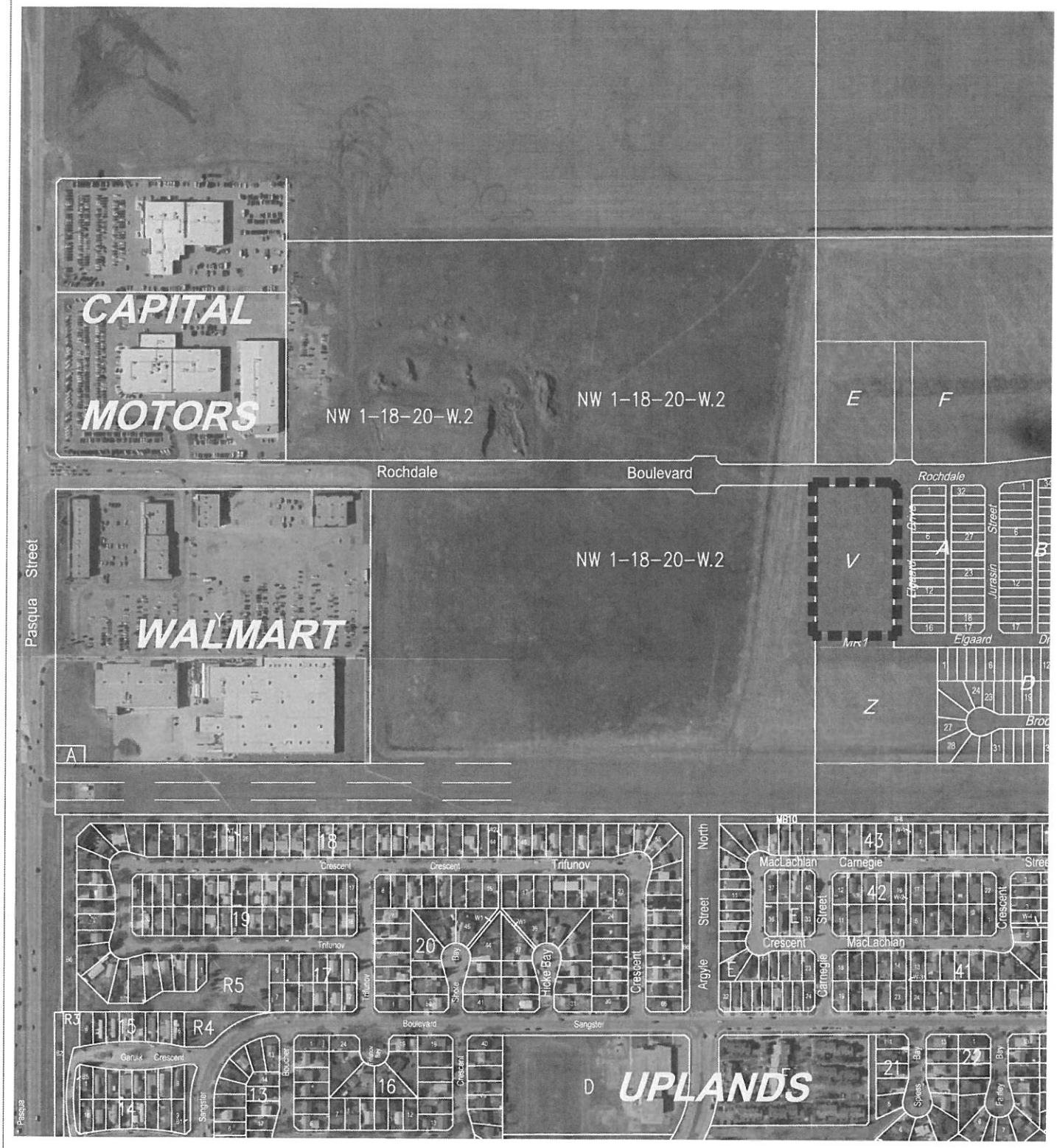
Planning Department

REGINA Infinite Horizons | City of Regina

Project 12-DU-21 Civic Address/Subdivision Parcel V(Hawkstone Village)/ Hawkstone Phase 2, Part of NE 1-18-20-W2M.

File No. O:\UP\DWGS\DEVELOP\DU\2012\12-DU-21.dwg

Appendix A-2



Subject Property

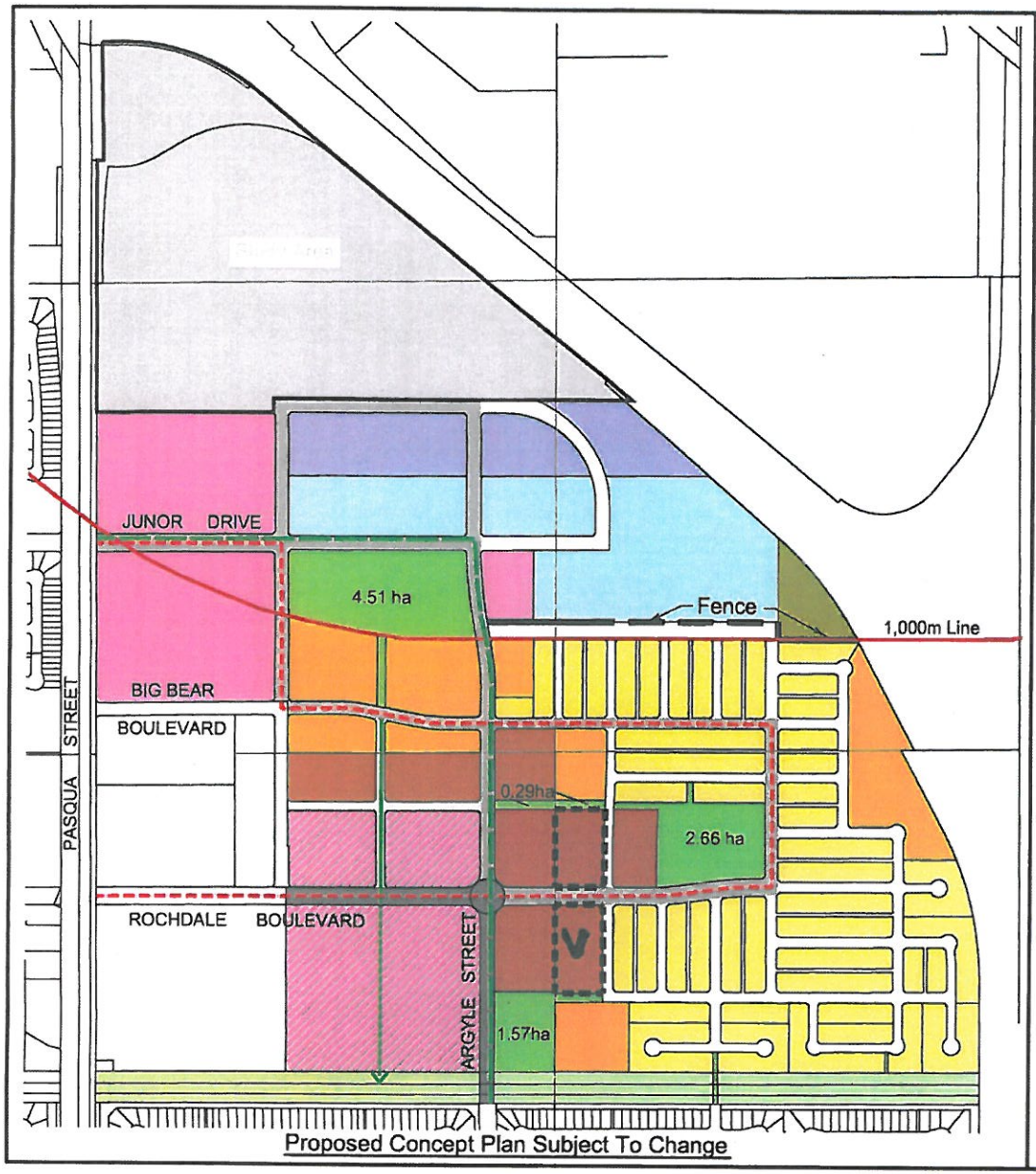
Date of Photography : 2009

Planning Department

REGINA Infinite Horizons | City of Regina

Project 12-DU-21 Civic Address/Subdivision Parcel V(Hawkstone Village)/ Hawkstone Phase 2, Part of NE 1-18-20-W2M.

File No. O:\UP\DWGS\DEVELOP\DU\2012\12-DU-21.dwg



Hawkstone

NW AREA 1 PROPOSED CONCEPT PLAN

N.1/2 Sec.1, S.1/2 & N.W.1/4 Sec.12 Twp.18 - Rge.20 - W.2 M.
Regina, Saskatchewan
Scale 1:7500

0 50 100 150 200 300 400 500 600 800 1000

LEGEND

1) Land Use

- Industrial
- Light Industrial
- Commercial
- High Density (>50 u/ha)
- Medium Density (>25 u/ha <50 u/ha)
- Low Density (<25 u/ha)
- Park
- Pipeline Corridor
- Utility
- Main Street
- Study Area

2) Linear And Structural Elements

- Main Roads
- Arterial Roads
- On Street Greenway
- 1000m Buffer Line
- Fence
- Potential Transit Route
- Pedestrian Route

3) Demographic Information

a) NUMBER OF DWELLING UNITS
- SINGLE - 535
- MULTI - 1080
- TOTAL - 1615

B) PROPOSED POPULATION - 4,235

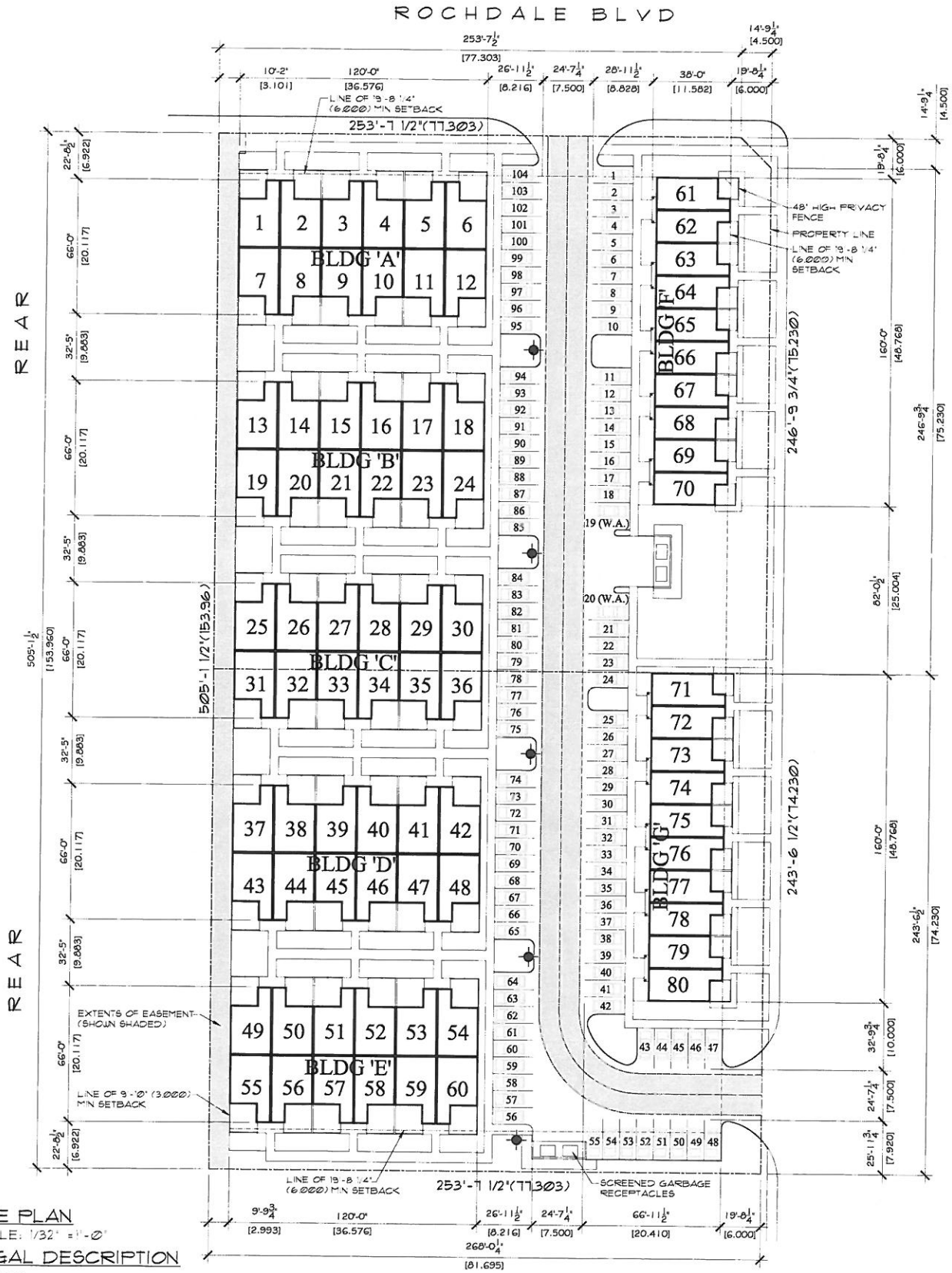
C) PROJECTED SCHOOL POPULATION
- ELEMENTARY: - 968
- P.E.S. (@ 60%) - 581
- S.E.S. (@ 40%) - 387
- SECONDARY: - 322

4) Area

GROSS DEVELOPABLE AREA - 166.34 ha
LOW DENSITY RESIDENTIAL - 34.98 ha
MEDIUM DENSITY RESIDENTIAL - 12.83 ha
HIGH DENSITY RESIDENTIAL - 10.70 ha
COMMERCIAL - 15.65 ha
PARK / GREENWAY - 9.03 ha
UTILITY PARCEL - 1.40 ha
LIGHT INDUSTRIAL - 15.23 ha
INDUSTRIAL - 7.45 ha
MAIN STREET - 14.20 ha
STUDY AREA - 33.91 ha
ARTERIAL ROADS - 2.04 ha
MAIN ROADS - 8.92 ha

FOCUS REGISTERED LAND SURVEYORS
FOCUS CORPORATION
DWG. NO. 0I0036062-SDTN03-ROI
Previous Dwg. 0I0009603-I30-CON0-3

Appendix A-3.1



SITE PLAN
SCALE: 1/32" = 1'-0"

LEGAL DESCRIPTION
LOT: *-----
BLOCK: *-----
PLAN: *-----
LOCATION: REGINA, SASKATCHEWAN
CIVIC ADDRESS: *----- ROCHDALE BLVD

ROBINSON RESIDENTIAL
PERSONALIZING HOME DESIGN

2343 BROAD STREET
REGINA, SASKATCHEWAN
CANADA S4P 1Y9
TEL: (306) 352-6617
FAX: (306) 352-6619

DISCLAIMER
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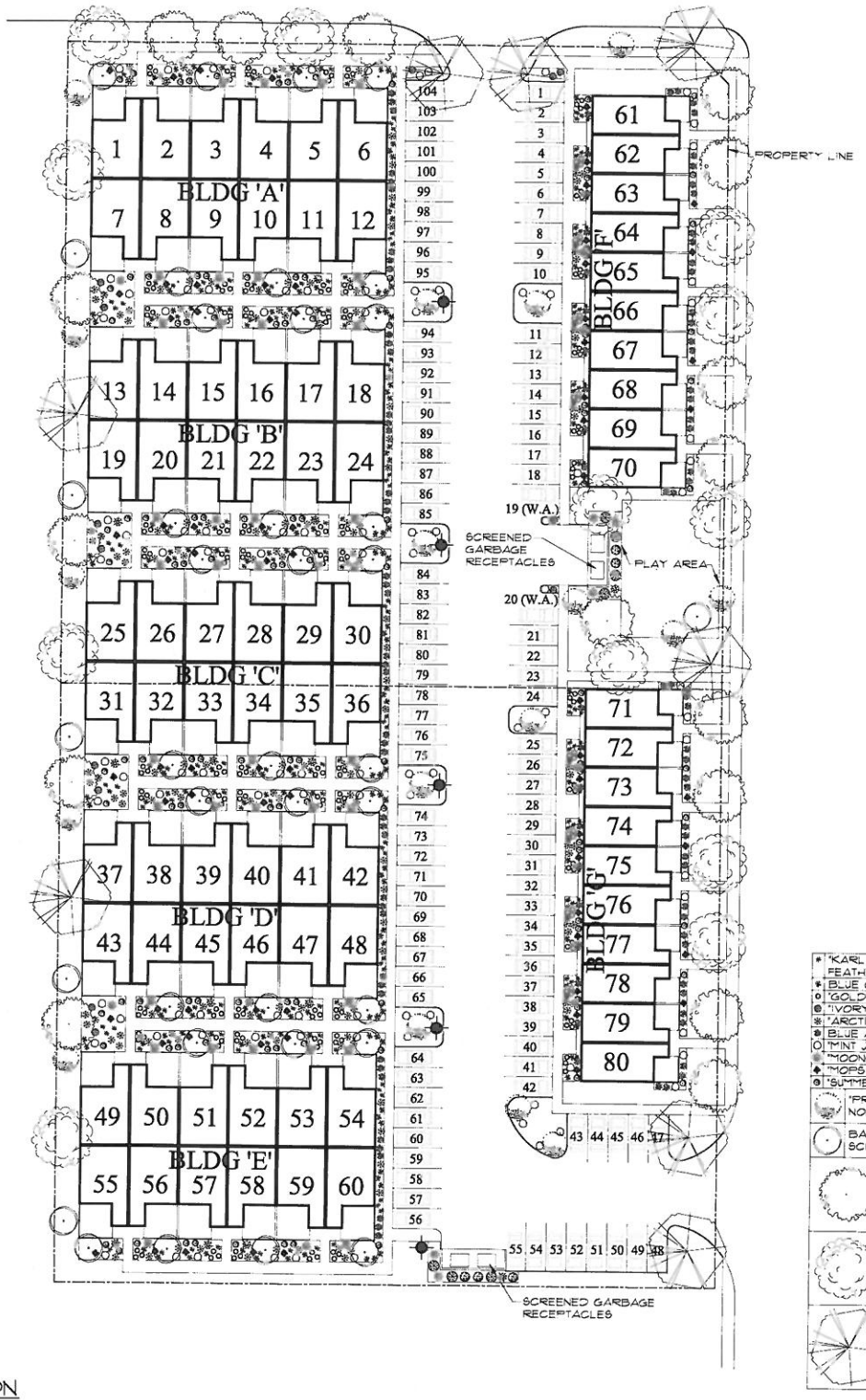
2. Drawings are not to be scaled.
3. All plans are drawn to suit the Canadian National Building Code (2005). Due to Local Building Codes, zoning regulations and site conditions, plans must be reviewed by local building official prior to construction. All electrical components, individual or sheets of plans must be reviewed and engineered by a licensed electrician or engineer.
4. Robinson Residential Design Inc. assumes no liability or responsibility for any errors, omissions and any incidental, indirect or consequential damages whatsoever arising from the use of these drawings or the information provided therein.
5. Builder to conform to National Building Code of Canada (2005) Part 9.

PROJECT: PROPOSED TOWNHOUSE DEVELOPMENT
REGINA, SASKATCHEWAN

SCALE	DESIGNED BY	DRAWN BY	DATE
1/32" = 1'-0"	ROBINSON	SAUDER	JUNE 2, 2012

DRAWING TITLE: SITE PLAN

DRAWING NO.: A-8



SITE PLAN
SCALE: 1/32" = 1'-0"

LEGAL DESCRIPTION

LOT: *-----
BLOCK: *-----
PLAN: *-----
LOCATION: REGINA, SASKATCHEWAN
CIVIC ADDRESS: *----- ROCHDALE BLVD

ROBINSON RESIDENTIAL
PERSONALIZING HOME DESIGN

2343 BROAD STREET
REGINA, SASKATCHEWAN
CANADA S4P 1Y9
TEL: (306) 352-6617
FAX: (306) 352-6619

PROJECT: PROPOSED TOWNHOUSE DEVELOPMENT
REGINA, SASKATCHEWAN

SCALE	DESIGNED BY	DRAWN BY	DATE	DRAWING NO.
1/32" = 1'-0"	ROBINSON	SAUDER	JUNE 12, 2002	A-8

DRAWING TITLE: LANDSCAPE PLAN

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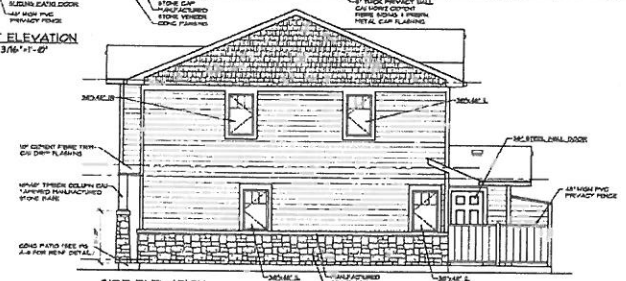
4. Robinson Residential Design Inc. assumes no liability or responsibility for any errors or omissions and any incidental indirect or consequential damages and whatever arising from the use of these drawings or the information provided therein.
5. Builder to conform to National Building Code of Canada (2005), Part 9.

FRONT ELEVATION
SCALE: 3/16"=1'-0"

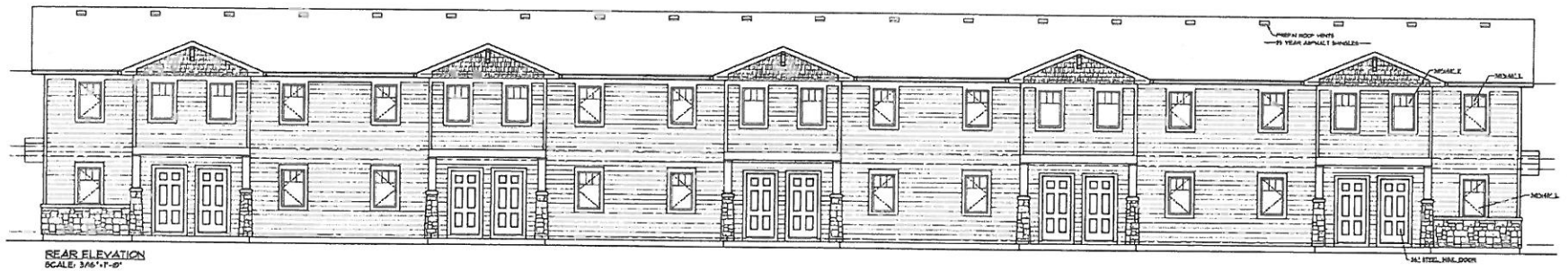


SIDE ELEVATION
SCALE: 3/16"=1'-0"

ELEVATION NOTES:
1. WINDOW AND DOOR SIZES SHOWN DO NOT INCLUDE ROUGH OPENING DIMENSIONS. WINDOW SUPPLIER TO PROVIDE EXACT ROUGH OPENINGS PRIOR TO FRAMING.
2. SEE FRONT ELEVATION FOR EXTERIOR FINISHES & DETAILS. ONLY UNIQUE FINISHES & DETAILS WILL BE NOTED ON REMAINING ELEVATIONS.

ABBREVIATIONS:
UNO - UNLESS NOTED OTHERWISE
TYP - TYPICAL
C/W - COMPLETE WITH
U/S - UNDER SIDE
R.O. - ROUGH OPENING
O/C - ON CENTER
LBU - LOAD BEARING WALL
T/O - TOP OF
B/O - BASED
DN. - DOWN

GENERAL NOTES:
1. BUILDING TO CONFORM TO NATIONAL BUILDING CODE OF CANADA (1995) PART 9.
2. DRAWINGS NOT TO BE SCALED.
3. BUILDER SHALL SATISFY HIMSELF THAT ALL DIMENSIONS, CLEARANCES & INFORMATION SHOWN ARE CORRECT. VERIFY ALL DIMENSIONS ON SITE. DIMENSIONS ARE TAKEN TO EXTERIOR FACE OF WALL INCLUDING SHEATHING AND TO CENTRE OF WALL PARTITIONS UNLESS NOTED OTHERWISE.
4. NO MODIFICATIONS PERMITTED TO STRUCTURE WITHOUT WRITTEN APPROVAL OF BUILDER'S STRUCTURAL ENGINEER.
5. ALL BEAMS & HEADERS TO BE S.P.F.#2 OR OTHERS TO SUIT STRUCTURAL LOADING.



REAR ELEVATION
SCALE: 3/16"=1'-0"

DISCLAIMER

ROBINSON RESIDENTIAL

2143 BROAD STREET
REGINA, SASKATCHEWAN
CANADA S4P 1Y6
TEL: (306) 352-6617
FAX: (306) 359-6619

PROJECT

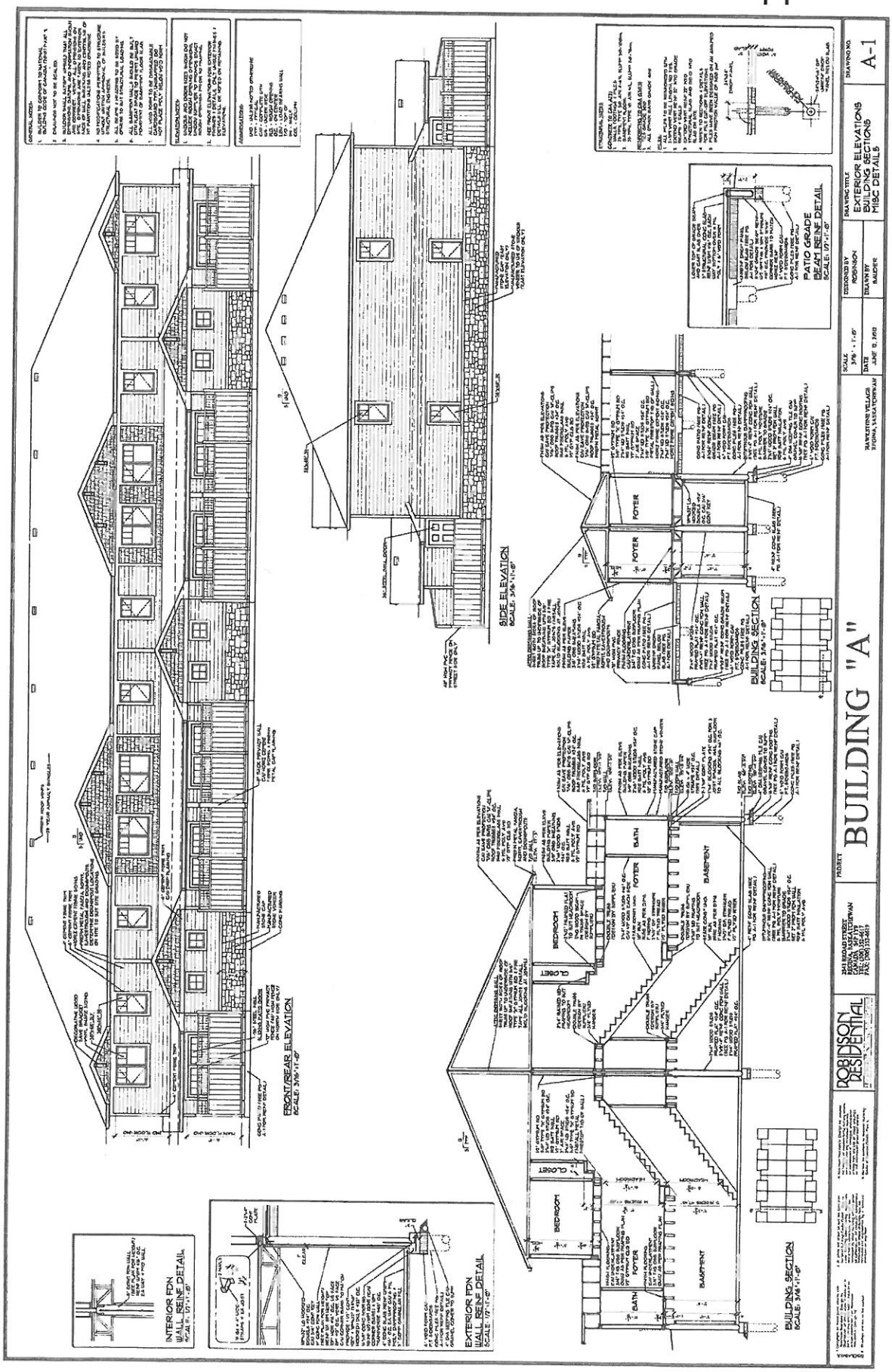
BUILDING "F"

HAWKSTONE VILLAGE
REGINA, SASKATCHEWAN

SCALE: 3/16" = 1'-0"	DESIGNED BY: ROBINSON	DRAWING TITLE: EXTERIOR ELEVATIONS	DRAWING NO.: A-1
DATE: JUNE 19, 2017	DRAWN BY: BUILDER		

Appendix A-3.4

Appendix A-3.5



CR12-159

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Application for Discretionary Use Approval (12-DU-23)
Proposed Restaurant 1757 Halifax Street, Old 33

RECOMMENDATION OF THE REGINA PLANNING COMMISSION - SEPTEMBER 26, 2012

1. That the discretionary use application for a proposed restaurant located at 1757 Halifax Street, being Lot 41 in Block 290, Plan No. 101160481, be APPROVED, subject to the following conditions:

    a. The development be consistent with the attached plan labelled "restaurant plan" in Appendix 3; and

    b. The development shall comply with all applicable standards and regulations in Regina Zoning Bylaw No. 9250.

REGINA PLANNING COMMISSION – SEPTEMBER 26, 2012

The Commission adopted a resolution to concur in the recommendation contained in the report.

Councillors: Michael Fougere and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Mark McKee, Phil Selenski and Laureen Snook were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on September 26, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the discretionary use application for a proposed restaurant located at 1757 Halifax Street, being Lot 41 in Block 290, Plan No. 101160481, be APPROVED, subject to the following conditions:

    a. The development be consistent with the attached plan labelled "restaurant plan" in Appendix 3; and

    b. The development shall comply with all applicable standards and regulations in Regina Zoning Bylaw No. 9250.

2. That this report be forwarded to the October 9, 2012 meeting of City Council.

CONCLUSION

The applicant proposes to develop a restaurant on the subject property. The restaurant is an appropriate use and complementary addition to the mix of commercial uses in the area and conforms to applicable provisions of the Zoning Bylaw and the Official Community Plan (OCP).

BACKGROUND

An application for discretionary use has been submitted for a restaurant. The subject property is located within the Old 33 subdivision and the boundaries of the Heritage Community Association.

The application is being considered pursuant to *Regina Zoning Bylaw No. 9520, Regina Development Plan Bylaw No. 7877* (Official Community Plan), and *The Planning and Development Act, 2007*.

DISCUSSION

The Applicant's Proposal

The applicant proposes to establish a restaurant with seating for 50 within an existing one-storey building. A garage for storage is located behind the building and two outdoor parking stalls are located behind the garage with access from the laneway. Restaurants with up to 50 seats do not require parking in the LC3 zone. The subject property is located just north of the 11th Avenue commercial corridor on Halifax Street and is currently zoned LC3 - Local Commercial, in which a restaurant with up to 50 seats is a discretionary use.

Surrounding land uses are various commercial/retail and institutional (Regina Police Services) uses to the north and commercial uses to the south. Low and medium density dwellings are located east of the subject property.

Analysis

The proposed development will bring activity to the neighbourhood in the evenings and on weekends at times when other uses in the area may not be as active. Increasing street level activity during these times can increase the safety and comfort of local residents and patrons to the restaurant by facilitating natural surveillance of the area throughout the day and night. Therefore, the proposal will achieve objectives to revitalize the 11th Avenue commercial corridor.

The subject property is located in close proximity to the downtown. As such, the restaurant could attract downtown workers who are within walking distance to the restaurant.

Regina Development Plan (Official Community Plan)

The proposed development is supported by objectives and policies contained in Part A – Policy Plan of the OCP. Specifically the proposed development addresses the following in Section 4.11 (Neighbourhood Commercial Facilities):

> **That neighbourhood commercial development in residential areas shall be located on major arterial or collector streets.**
>
> Neighbourhood commercial facilities provide local residents the option to walk to these amenities. The subject property is located on Halifax Street between 11th Avenue, which is a collector street, and Saskatchewan Drive, which is a major arterial. Transit service is provided on both Saskatchewan Drive and 11th Avenue, encouraging increased transit use.

The location also allows pedestrians and cars to easily access the site and will not negatively impact adjacent residents.

That development standards shall be applied to minimize the negative impacts of commercial development on residential neighbourhoods.

Neighbourhood restaurants are currently limited to 50 seats to keep restaurants more neighbourhood focussed.

RECOMMENDATION IMPLICATIONS

Financial Implications

The subject property is located within an established neighbourhood that already receives a full complement of municipal services. The proposal would not require the development of significant infrastructure and, therefore, would not materially affect the extent or cost of municipal services provided to this area. The costs of water, sewer and storm drainage services are fully recovered through the utility charges.

Environmental Implications

The proposed development is required to conform to OCP policies concerning sustainability, the fundamental principles of which are:

- to promote a sustainable community and encourage development that contributes to maintenance or improvements to the quality of urban life; and

- to ensure that development occurs in a cost efficient, environmentally responsible and socially equitable manner.

The proposed development also contributes to neighbourhood sustainability by providing a desirable commercial use within walking distance for local residents and those who work near the area.

Strategic Implications

The proposed development is consistent with the City's vision of managing growth and community development, by optimizing existing infrastructure capacity. It will help to achieve a compact urban form and sufficient supply of land for future growth and increased pedestrian, bicycle and public transit use.

Accessibility Implications

The washrooms of the restaurant must meet the size and requirements for barrier free access standards under the Building Code.

COMMUNICATIONS

Public Notice

The Administration notified the public through the following measures:

- Posting of notification signage on the subject property on July 12, 2012;

- Direct notice of the proposal, mailed to 58 property owners and residents in the vicinity; and
- Circulation of the proposal to the Heritage Community Association and the Central Zone Board for review and comments.

No comments were received from the Zone Board prior to the finalization of this report. The Heritage Community Association expressed their support for the proposal.

In response to the public notification regarding this proposal, three comment sheets were received. Two responses were in support of the proposal, as it will bring another restaurant alternative to the area. One respondent expressed concerns about limited parking stalls available on site and the potential to create some parking issues on Halifax Street.

The proposed 50-seat restaurant does not have any parking requirements in the LC3 zone. Although the applicant only provides two parking stalls, parking is not expected to be a significant issue as the 1700- 1900 blocks of Osler Street and the 1400-1700 blocks of 11th Avenue provide ample metered parking, a commercial parking lot is situated directly to the west of the subject property and another parking lot to the east, on the 1800 block of Halifax Street. Street parking is also available on Halifax Street. Further, the proposed development is along the 11th Avenue transit route and close to the Broad Street transit route. No other commercial uses on the block have similar parking demands.

The subject property is located in close proximity to the downtown. As such, the restaurant will attract downtown workers who are within walking distance to the restaurant.

Other Agencies

The proposal was circulated to the Public and Separate School Boards for review and comment. Both school boards indicated that they have no concerns with the proposal.

DELEGATED AUTHORITY

City Council's approval is required, pursuant to Section 56 of the *Planning and Development Act, 2007*.

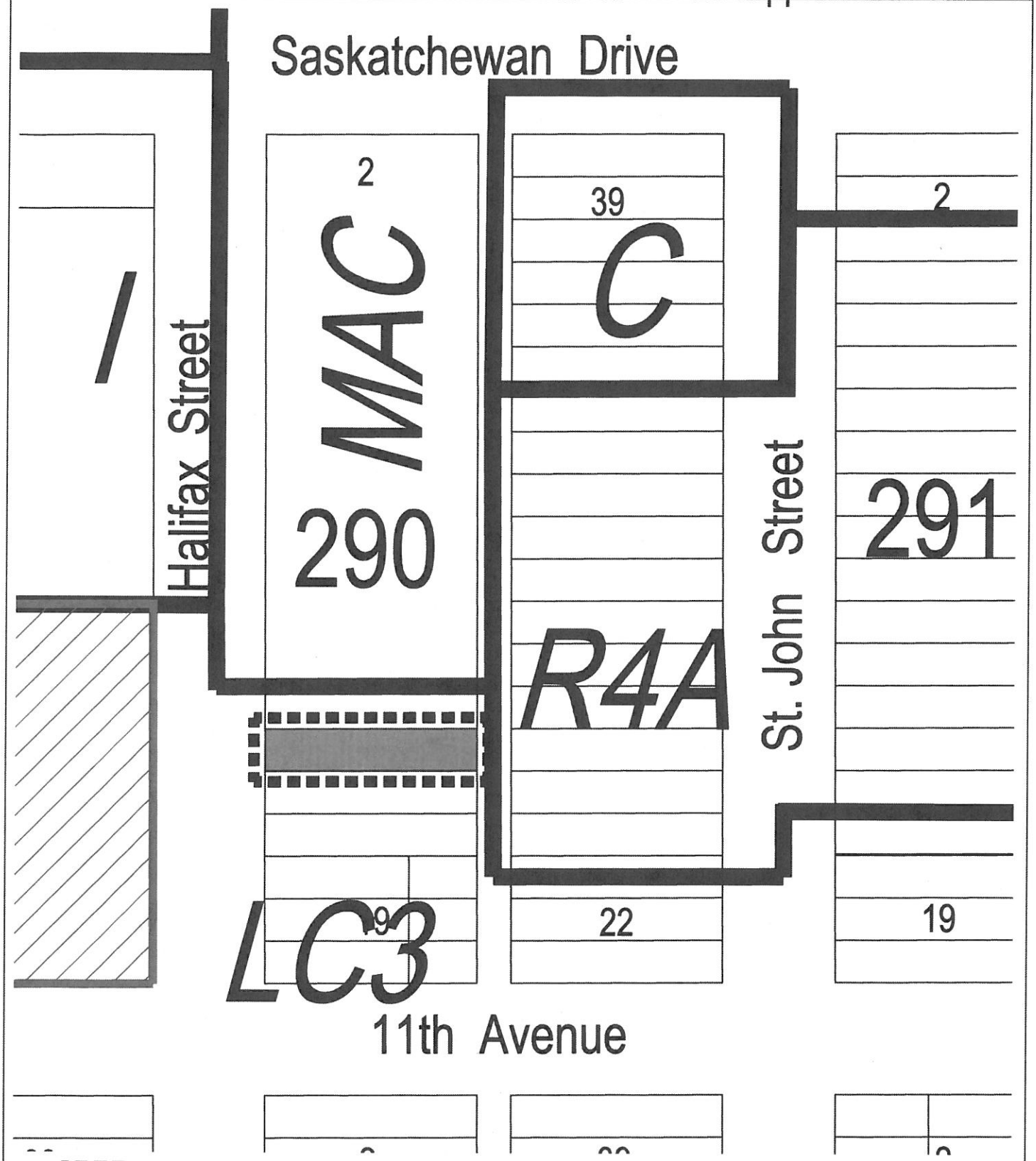
Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

Appendix A-1



Planning & Sustainability Department

REGINA | City of Regina
Infinite Horizons

Project 12-DU-23 Civic Address/Subdivision Proposed Restaurant 1757 Halifax Street

File No. O:\UP\DWGS\DEVELOP\DU\2012\12-DU-23.dwg

Appendix A-2

Subject Property

Date of Photography : 2009

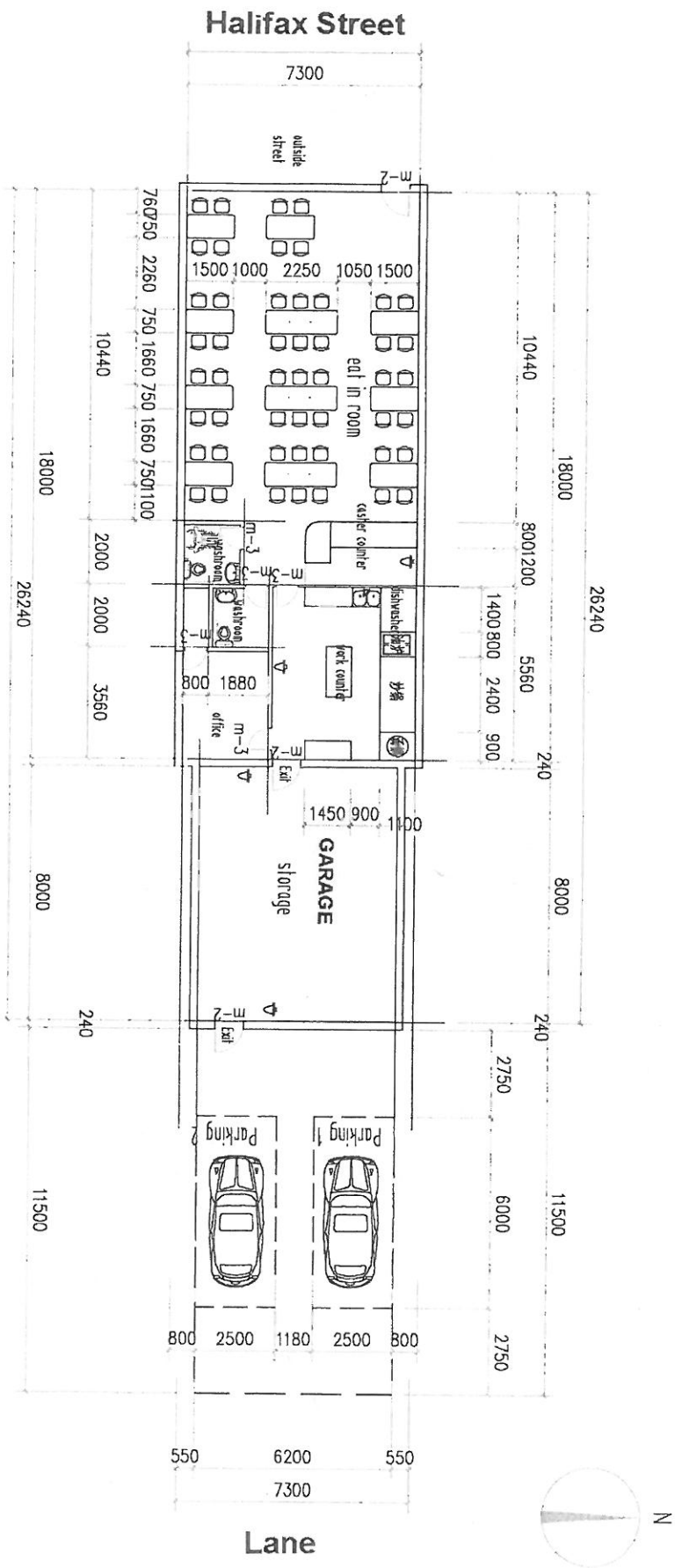
REGINA | City of Regina

Planning and Sustainability Department
Planning & Development Division

Project 12-DU-23 Civic Address/Subdivision Proposed Restaurant 1757 Halifax Street

File No. O:\UP\DWGS\DEVELOP\DU\2012\12-DU-23.dwg

Appendix A-3



m-2	900x2200钢
m-3	900x2000钢
Emergency light	个
wheelchair size	

restaurant plan 1:100

项目名称	工程名称
专业校对	建设单位
专业负责	图名
审 核	
制 图	
校 对	工程号
	图别
	图号
	日期

CR12-160

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Community Grants Program – Bylaw Amendments

RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- OCTOBER 3, 2012

1. That the Community Investment Review Consultative Group be dissolved as a secondary Committee of Council.

2. That the terms of reference of the Arts Advisory Committee, as presented in Appendix A, be amended to remove the responsibility of making recommendations to the Administration regarding grant disbursement.

3. That the name of the Community Investment Program be changed in any relevant bylaws to reflect the new name of the program; the Community Investment Grants Program.

4. That the City Solicitor be instructed to prepare amendments to the following bylaws to reflect the changes recommended in this report: *The Regina Administration Bylaw*, *The Committee Bylaw, 2009*, and *The Records Retention and Disposal Schedules Bylaw, 2012*.

EXECUTIVE COMMITTEE – OCTOBER 3, 2012

The Committee adopted a resolution to concur in the recommendation contained in the report. Recommendation #5 does not require City Council approval.

Mayor Pat Fiacco, Councillors: Louis Browne, Sharron Bryce, Fred Clipsham, John Findura, Michael Fougere, Terry Hincks, Jocelyn Hutchinson, Wade Murray, Mike O'Donnell and Chris Szarka were present during consideration of this report by the Executive Committee.

The Executive Committee, at its meeting held on October 3, 2012, considered the following report from the Administration:

RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- SEPTEMBER 5, 2012

1. That the Community Investment Review Consultative Group be dissolved as a secondary Committee of Council.

2. That the terms of reference of the Arts Advisory Committee, as presented in Appendix A, be amended to remove the responsibility of making recommendations to the Administration regarding grant disbursement.

3. That the name of the Community Investment Program be changed in any relevant bylaws to reflect the new name of the program; the Community Investment Grants Program.

4. That the City Solicitor be instructed to prepare amendments to the following bylaws to reflect the changes recommended in this report: *The Regina Administration Bylaw*, *The Committee Bylaw, 2009*, and *The Records Retention and Disposal Schedules Bylaw, 2012*.

5. That this report be forwarded to City Council on October 9, 2012 in order to communicate the recommended changes to the affected committees.

EXECUTIVE COMMITTEE – SEPTEMBER 5, 2012

The Committee adopted a resolution to concur in the recommendation contained in the report after amending recommendation #3 to read as follows:

3. That the name of the Community Investment Program be changed in any relevant bylaws to reflect the new name of the program; the Community Investment Grants Program.

Mayor Pat Fiacco, Councillors: Fred Clipsham, John Findura, Michael Fougere, Terry Hincks, Jocelyn Hutchinson, Wade Murray, Mike O'Donnell and Chris Szarka were present during consideration of this report by the Executive Committee.

The Executive Committee, at the **PRIVATE** session of its meeting held on September 5, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the Community Investment Review Consultative Group be dissolved as a secondary Committee of Council.

2. That the terms of reference of the Arts Advisory Committee, as presented in Appendix A, be amended to remove the responsibility of making recommendations to the Administration regarding grant disbursement.

3. That the name of the Community Investment Program be changed in any relevant bylaws to reflect the new name of the program; the Community Grants Program.

4. That the City Solicitor be instructed to prepare amendments to the following bylaws to reflect the changes recommended in this report: *The Regina Administration Bylaw*, *The Committee Bylaw, 2009*, and *The Records Retention and Disposal Schedules Bylaw, 2012*.

5. That this report be forwarded to City Council on October 9, 2012 in order to communicate the recommended changes to the affected committees.

CONCLUSION

The Community Grants Program, which was approved by City Council in June, 2012, recommended the establishment of four informal grant review groups, one for each stream of

community grants. These grant review groups will review applications and recommend grant allocations to the Deputy City Manager of Community Planning and Development through a transparent and open process that is consistent across all four streams. The Deputy City Manager of Community Planning and Development will have the final decision making authority on the adjudication of all Community Grants.

It is therefore recommended that the terms of reference for the existing Arts Advisory Committee be amended to remove its recommendation of grant disbursements. The Arts Advisory Committee will provide input into establishment of priorities for the new arts and cultural development funding stream and members of the committee will have the opportunity to apply to be a member of the grant review group.

It is also recommended that the Community Investment Review Consultative Group be dissolved, as its primary grant review function will be replaced with a grant review group consistent with the other three streams.

The implementation of the new program also requires amendments to *The Records Retention and Disposal Schedules Bylaw, 2012* and *The Regina Administration Bylaw* in order to reflect the new grant names and the new name of the program.

BACKGROUND

Under the former Community Investments Program, grants were assessed and funding allocation recommendations were provided by more than six separate groups. Some of these review groups were comprised of citizens at large while other grants were assessed by committees of Council. This approach led to groups operating somewhat independently and resulted in inconsistent policies, practices and procedures.

In June 2012, Council approved a new Community Grants Program (CR12-98) that was designed to improve alignment of grants with corporate and community priorities in a manner that is streamlined, fair, transparent, and impactful. Highlights of the new program include:

- Replacement of several funding programs with four funding streams (cultural development, social development, sport and recreation, and multi-stream initiatives) that are intended to support a wider variety of initiatives by focussing on outcomes rather than type of initiative;
- Removal of community partner funding from the funding stream adjudication process to enable the Administration to strengthen its relationship with long term partners;
- New application and adjudication processes for short term grants, that are consistent across streams; and
- Improved reporting and evaluation mechanisms to enable the Administration to report to Council and to the community on the impact of the City's grants.

In order to implement this program in 2013, the Administration is seeking Council's approval to amend *The Committee Bylaw, 2009* to reflect the new adjudication processes and to amend *The Records Retention and Disposal Schedules Bylaw, 2012* and *The Regina Administration Bylaw* in order to reflect the new grant names and the new name of the program.

DISCUSSION

The City of Regina currently invests approximately $3.2 million annually in community investment funding to community based organizations that provide arts, culture, recreation,

sport, community and social development programs and services. This funding is in addition to in-kind support such as the subsidization of facility rentals for non-profit organizations, provision of designated storage space and internal consulting services. The City allocates an additional $430,000 on behalf of the Saskatchewan Lottery Trust Foundation and the Community Initiatives Fund.

The current program utilizes various committees as well as the Deputy City Manager of Community Planning and Development to make recommendations on and adjudicate the 12 separate categories of grants. Recommendations as to the recipients of three of those 12 grants are made by Committees of Council: the Arts Advisory Committee, which reviews applications for the Civic Arts Funding Grant, and the Community Investment Review Consultative Group, which reviews applications for the Social Development Community Investment Program along with the Community Association Community Investment Program.

- The Arts Advisory Committee's current terms of reference include advising and providing recommendations to Council regarding: arts related issues, policy development and programming; incorporating contemporary art practices into City planning and development; communications and outreach to the community regarding art; proposed artwork gifts, bequests and donations to the City; consulting with advisors in order to develop recommendations with respect to art purchases and public art issues; and the disbursement of civic arts funding.

- The Community Investment Review Consultative Group's current terms of reference include advising and making recommendations regarding: criteria for social development grant funding eligibility and allocation; funding allocations to grant applicants; and providing advice to the Community Planning and Development Division regarding social policies. To date, the committee has not fulfilled the third role in a formal manner. Instead, it has been used primarily as an adjudication committee.

Due to the new framework of the Community Grants Program, adjudication of grants will be structured in a more efficient, consistent and stream focussed manner. These changes will result in the development of new grant review groups that are managed in a consistent manner. As a result of this new adjudication process, the terms of reference for the Arts Advisory Committee will need to be changed. The Committee will remain responsible for providing advice related to cultural policy and planning. Its recommendation of grant disbursement function will be removed. Instead, the Arts Advisory Committee will be engaged in the priority setting for the arts and cultural development funding stream and will have the opportunity to apply to be a member of the grant review group responsible for art and cultural development, to ensure alignment between policy development and grant management. Preliminary discussions with members of the Arts Advisory Committee suggest this would be considered a positive move, enabling volunteers to commit and focus their time and energy to the responsibility of interest.

The main responsibilities of the Community Investment Review Consultative Group are related to grant review. While the current terms of reference suggest that the group is also responsible to provide advice to the Community Planning and Development Division regarding social policies, this group has not been formally engaged in that manner. Instead, the Administration uses inclusive approaches to engage a broader base of citizens and representatives of community based organizations with respect to identifying social issues. It is therefore recommended that this secondary committee of Council be dissolved.

Terms of reference for the informal grant review groups are currently being finalized, but are expected to consist of five to seven members representing citizens at large as well as representatives from organizations and subject matter experts. As discussed above, the Arts Advisory Committee may also be invited to appoint a representative(s) to the committee responsible for adjudication of cultural development grants.

RECOMMENDATION IMPLICATIONS

Financial Implications

There are no financial implications related to this report.

Environmental Implications

There are no environmental implications related to this report.

Strategic Implications

The proposed recommendations are consistent with the new Community Grants Program approved by Council.

Other Implications

There are no other implications related to this report.

Accessibility Implications

The recruitment of volunteers for the newly established grant review groups will be an inclusive and open process that will aim to achieve diversity among its members. Recruitment of volunteers will occur through discussions with organizations delivering programs and services in the community and through general advertising and communications methods which may include the City of Regina web site, social media, and the newspaper.

COMMUNICATIONS

The Administration met with the members of both the Arts Advisory Committee and the Community Investment Review Consultative Group to discuss these changes.

DELEGATED AUTHORITY

The recommendation in this report requires City Council approval.

Respectfully submitted,

EXECUTIVE COMMITTEE

J. Swidnicki

Joni Swidnicki, Secretary

APPENDIX A

Arts Advisory Committee Terms of Reference

ARTS ADVISORY COMMITTEE

Authority

1 The Arts Advisory Committee is established pursuant to section 55 of *The Cities Act* and has all of the powers, duties and authority set out in this Bylaw and in any other Bylaw or provincial legislation that applies to this Committee.

Terms of Reference

2 The Arts Advisory Committee is authorized to do the following:

(a) advise and make recommendations regarding arts related issues, policy development and programming;

(b) advise and make recommendations regarding incorporating contemporary art practices into City planning and development;

(c) advise and make recommendations regarding communication and outreach to the community regarding art;

(d) advise and make recommendations on proposed artwork gifts, bequests and donations to the City; and

(e) consult with advisors with expertise and experience in visual arts production and education in order to develop recommendations with respect to art purchases and public art issues;

Delegated Authority

3 Pursuant to section 100 of *The Cities Act*, the Arts Advisory Committee is delegated the authority from Council to approve of citizen member travel allowances within the sum approved by Council.

Composition

4 The Arts Advisory Committee shall consist of one member of Council and 8 additional members who are:

(a) members of the general public that are residents of the City;

(b) knowledgeable in the arts; and

(c) sensitive to the needs of amateur and professional arts organizations serving the City.

Eligibility

5 No board member or employee of an organization that receives funding from the City shall be eligible to be a member of the Arts Advisory Committee.

Term

6 Unless removed from office, the appointment of the members of the Arts Advisory Committee shall be for up to three year staggered terms as may be set by resolution of Council.

7 The appointment of the Council member to the Arts Advisory Committee shall be for a one-year term.

Administrative Resource

8 The Director of Community Services or his or her designate may provide administrative support to the Arts Advisory Committee.

Secretary

9 The City Clerk shall act as secretary to the Arts Advisory Committee.

Reports To

10 The Arts Advisory Committee shall provide an annual report on its activities to the Community and Protective Services Committee.

CR12-161

October 9, 2012

To: His Worship the Mayor
and Members of City Council

Re: Regina Administration Bylaw Changes

RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- OCTOBER 3, 2012

1. That the recommended amendment to Schedule B of Bylaw No. 2003-69, *The Regina Administration Bylaw*, as contained in this report, be approved.

2. That the City Solicitor be instructed to prepare the necessary bylaw amendments as recommended in this report, as attached in Schedule A.

EXECUTIVE COMMITTEE – OCTOBER 3, 2012

The Committee adopted a resolution to concur in the recommendation contained in the report.

Councillors: Louis Browne, Sharron Bryce, Fred Clipsham, John Findura, Michael Fougere, Terry Hincks, Jocelyn Hutchinson, Wade Murray, Mike O'Donnell and Chris Szarka were present during consideration of this report by the Executive Committee.

The Executive Committee, at its meeting held on October 3, 2012, considered the following report from the Administration:

RECOMMENDATION

1. That the recommended amendment to Schedule B of Bylaw No. 2003-69, *The Regina Administration Bylaw*, as contained in this report, be approved.

2. That the City Solicitor be instructed to prepare the necessary bylaw amendments as recommended in this report, as attached in Schedule A.

CONCLUSION

A review of the fees associated with providing Assessment and Property Taxation information was recently completed. The last review of the fees occurred in 2003. The typical information that a property owner requires to review their assessment or tax billing is available at no cost. Fees are charged for other types of reports or where the requestor is not the owner of the property. It is recommended that fees be increased to recover the costs of producing the reports as outlined in the body of this report.

BACKGROUND

The Assessment, Tax and Real Estate Department create several different types of reports for customers. Our customers include property owners (and agents representing property owners), lawyers and mortgage companies. The department charges for these reports pursuant to Schedule B of Bylaw No. 2003-69, *The Regina Administration Bylaw,* and the applicable sections of *The Cities Act.* The last review of these fees and charges was done in 2003.

DISCUSSION

The Assessment, Tax and Real Estate Department of the Community Planning and Development Division provides customers, such as taxpayers, lawyers, banks and other agencies, information through various types of reports. Most of these fees are charged only for providing information to people who are not owners of the property, or agents who do not act on behalf of owners of the property. This information is provided on a "fee for service" basis as allowed by *The Cities Act*. Fees for tax searches and certificates were last reviewed in 2003 and Administration is recommending an increase for in-person requests to better reflect current costs.

Table 1: Taxation and Administration Fees and Charges

Service or information	Description	Current Fee	Proposed Fee
Tax Certificates	Issued pursuant to section 246 of *The Cities Act.*	$25 per property	$30 per property
Tax Statement or Tax Search	Information provided from the tax roll.	No charge for the owner of the property being searched; $7 per property otherwise.	No charge for the owner of the property being searched; $10 per property otherwise.
Tax Notice Information	Provided to lending institutions to assist in the processing of tax payments or for monitoring the payment of taxes on accounts where the institution has a mortgage.	$5 per property for a paper tax notice or $3 per property for an electronic tax notice file.	$10 per property for a paper tax notice or $5 per property for an electronic tax notice file.
Bank Tax Search	Provided to lending institutions to assist in the processing of tax payments or for monitoring the payment of taxes on accounts where the institution has a mortgage.	$7 per property.	$10 per property.
Tax Analysis – Maximum five-year historical.	Development of a spreadsheet for a property tax account, providing information on levies, payments, and adjustments to the property tax account.	$20 per account for up to two years of analysis, with an additional $10 for each year, or portion thereof, added to the analysis.	$25 per account for up to two years of analysis, with an additional $15 for each year, or portion thereof, added to the analysis.

Tax Instalment Payment Plan Confirmation	Documentation to confirmation that a Tax Instalment Payment Plan is active on an account.	$3 per account.	$5 per account.
Develop and Produce Custom Report (includes up to 10 years historical information)	Generation of a custom report based on the customer's specifications, with assessment or tax information. The availability of the report is at the discretion of the City Assessor based on the availability of resources.	No current fee.	$150 per hour to develop and test the report, with a minimum fee of $150. The report would be an additional $3 per 50 rows of data.

Tax Certificates are generally requested by law firms during the course of a transfer of ownership of property. Under *The Cities Act*, these are documents that provide tax levy and tax arrears information that is subsequently binding on the City. The request may be made by mail, on the telephone or in person. In order to recover costs of the issuing of Tax Certificates, it is recommended that the fee for Tax Certificates issued be increased to $30.00.

Tax Statements or Tax Searches contain information from the tax roll. The increase from $7 to $10 would better compensate for the resources required.

Tax Notice Information is currently provided to lending institutions to assist in the processing of tax payments or for monitoring the payment of taxes on accounts where the institution has a mortgage. The information is delivered electronically or a paper copy may be requested. In order to recover costs for the creation of the report, it is recommended that the fee be increased from $5 to $10 for paper copy of a Tax Notice or $3 to $5 per property for an electronic Tax Notice file.
Bank Tax Searches are provided to lending institutions to assist in the processing of tax payments or for monitoring the payment of taxes on accounts where the institution has a mortgage. In order to recover costs for the creation of the report, it is recommended that the fee be increased from $7 to $10 per property.

Tax Analysis is the development of a spreadsheet for a property tax account providing information on levies, payments, and adjustments to the property tax account. These reports are detailed and time-consuming. In order to recover costs for the creation of the report, it is recommended that the fee be increased from $20 to $25 per tax account for up to two years of analysis, with an additional $15 for each year or portion thereof added to the analysis.

Tax Instalment Payment Plan Confirmation is documentation to confirm that a Tax Instalment Payment Plan is active on an account. The increase from $3 to $5 would better compensate for the resources required.

The development and production of custom reports has become quite common over the past few years. These reports are based on the customer's specifications and provide information from the property assessment records on exemptions, taxes and assessment data. The availability of the report is at the discretion of the Director of the Assessment, Tax and Real Estate Department

based on the availability of resources. In order to recover costs for the creation of custom reports, it is recommended that the fee for these reports be $150 per hour to develop and test the report, with a minimum fee of $150. The report would be an additional $3 per page for a paper copy or $3 per 50 rows of data for an electronic copy.

Table 2: Assessment Fees and Charges

Service or Information	Description	Fee	Proposed Fee
Inspection of the Assessment Roll	Inspection of the paper or electronic version of the Assessment Roll while the roll is open to the public, pursuant to section 183 of *The Cities Act.*	No charge for inspection of the roll.	No charge for inspection of the roll.
Certified copy of a portion of the Assessment Roll		$10 per property	$15 per property.
Summary of Assessment	Summary of basic property assessment information.	No charge for the owner of the property being searched; $7 per property otherwise.	No charge for the owner of residential (including condominium owners but excluding multi-family properties) properties being searched; all other property owners $10 per property.
Assessment Roll Search	Information provided from the assessment roll.	No charge for the owner of the property being searched; $7 per property otherwise.	No charge for the owner of residential (including condominium owners but excluding multi-family properties) properties being searched; all other property owners $10 per property or $15 per property otherwise.

Assessment field sheet, SPSS report or cost summary report	Assessment details and calculations for a property.	No charge for the owner of the property; for others, $5 per search and $1 per page.	No charge for the owner of residential (including condominium owners but excluding multi-family properties) properties being searched; all other property owners $10 per property.
Develop and produce custom report	Generation of a custom report based on the customer's specifications, with assessment or tax information. The availability of the report is at the discretion of the City Assessor based on the availability of resources.	$100 per hour to develop and test the report, with a minimum fee of $100. The report would be an additional $2 per page.	$150 per hour to develop and test the report, with a minimum fee of $150. The report would be an additional $3 per 50 rows of data.
Property Diagram	Copy of the building diagram.	$5 per diagram.	$10 per diagram.
Neighbourhood Map	Map displaying the boundaries of a valuation neighbourhood.	$15 per map (includes PST) for a colour map.	$50 per map (includes PST) for a colour map.
Develop and produce custom map	Generation of a custom map based on the customer's specifications, with assessment tax information. The availability of the report is at the discretion of the City Assessor based on the availability of resources.	$100 per hour to develop and test the map, with a minimum fee of $100, plus $15 for each map or copy thereof.	$150 per hour to develop and test the map, with a minimum fee of $150, plus $50 for each map or copy thereof.
Historical Assessment Analysis	Development of a spreadsheet for a property assessment account, providing information on exemptions, assessment transactions and appeal adjustments.	$20 per account for up to two years of analysis with an additional $10 fee for each year, or portion thereof, added to the analysis.	$25 per account for up to two years of analysis with an additional $15 fee for each year, or portion thereof, added to the analysis.

Summer Assessment data and Assessment Field Sheets are generally requested annually by either the property owners or their agents for commercial and multi-family properties to complete their review of the property taxes. Very few requests come from residential property

owners. The timing of these requests tends to occur during the time the annual assessment roll is open, and they are requested for each property annually even if there has been no change to the assessment of the property.

The requests are received in bulk and many times a single request can exceed 100 properties. The owners typically require this information in a very short period of time and, in order to accommodate the property owner, staff will set day-to-day work aside to complete these requests. In order to recover costs of the issuing of these reports, it is recommended that a fee of $10 be charged for Assessment Summary data and the various Field Sheets,

A Certified Copy of a portion of the Assessment roll contains information from the assessment roll. The increase from $10 to $15 would better compensate for the resources required.

Property diagrams are sketches of the buildings on a property, which the assessment branch creates for every property. Requests for these diagrams are usually received from real estate agents or appraisers to assist in the marketing or valuing of the property. In order to recover costs for the creation of the report, it is recommended that the fee be increased from $10 to $15 per property.

Neighbourhood maps and custom maps are maps generated from the City's GIS system setting out various boundaries and property characteristics. The creation of the maps are time-consuming, and in order to recover costs for the creation of the maps it is recommended the fee be increased from $100 to $150 per hour plus an increase in the charge per map from $15 to $50.

Historic Assessment Analysis is the review of an individual property and a report showing the changes to the assessment of a property over a period of time. The increase from $20 and $25 for up to 2 years analysis and from $15 to $20 for additional years would better compensate for the resources required.

RECOMMENDATION IMPLICATIONS

Financial Implications

Based on historical numbers of requests, the proposed increases in rates would result in an increased recovery of approximately $25,000.

Environmental Implications

None with regards to this report.

Strategic Implications

None with regards to this report.

Other Implications

None with regards to this report.

Accessibility Implications

None with regards to this report.

COMMUNICATIONS

Communication of the rate increases will be done through verbal notification at the time of the request and letters to law firms presently holding deposit accounts for our services.

DELEGATED AUTHORITY

Fee and rate changes to *The Regina Administration Bylaw* require approval from City Council.

Respectfully submitted,

EXECUTIVE COMMITTEE

Joni Swidnicki, Secretary

APPENDIX A

Fee Category	Current Fee	Proposed Fee
Taxation and Administration		
Tax Certificates	$25 per property	$30 per property
Tax Statement or Tax Search	No charge for the owner of the property being searched; $7 per property otherwise.	No charge for the owner of the property being searched; $10 per property otherwise.
Tax Notice Information	$5 per property for a paper tax notice or $3 per property for an electronic tax notice file.	$10 per property for a paper tax notice or $5 per property for an electronic tax notice file.
Bank Tax Search	$7 per property.	$10 per property.
Tax Analysis – Maximum five-year historical.	$20 per account for up to two years of analysis, with an additional $10 for each year, or portion thereof, added to the analysis.	$25 per account for up to two years of analysis, with an additional $15 for each year, or portion thereof, added to the analysis.
Tax Instalment Payment Plan Confirmation	$3 per account.	$5 per account.
Develop and Produce Custom Report (includes up to 10 years historical information)	No current fee.	$150 per hour to develop and test the report, with a minimum fee of $150. The report would be an additional $3 per 50 rows of data.

Fee Category	Current Fee	Proposed Fee
Assessment		
Inspection of the Assessment Roll	No charge for inspection of the roll.	No charge for inspection of the roll.
Certified copy of a portion of the Assessment Roll	$10 per property	$15 per property.
Summary of Assessment	No charge for the owner of the property being searched; $7 per property otherwise.	No charge for the owner of residential (including condominium owners but excluding multi-family properties) properties being searched; all other property owners $10 per property.
Assessment Roll Search	No charge for the owner of the property being searched; $7 per property otherwise.	No charge for the owner of residential (including condominium owners but excluding multi-family properties) properties being searched; all other property owners $10 per property or $15 per property otherwise.
Assessment field sheet, SPSS report or cost summary report	No charge for the owner of the property; for others, $5 per search and $1 per page.	No charge for the owner of residential (including condominium owners but excluding multi-family properties) properties being searched; all other property owners $10 per property.
Develop and produce custom report	$100 per hour to develop and test the report, with a minimum fee of $100. The report would be an additional $2 per page.	$150 per hour to develop and test the report, with a minimum fee of $150. The report would be an additional $3 per 50 rows of data.
Property Diagram	$5 per diagram.	$10 per diagram.
Neighbourhood Map	$15 per map (includes PST) for a colour map.	$50 per map (includes PST) for a colour map.
Develop and produce custom map	$100 per hour to develop and test the map, with a minimum fee of $100, plus $15 for each map or copy thereof.	$150 per hour to develop and test the map, with a minimum fee of $150, plus $50 for each map or copy thereof.
Historical Assessment Analysis	$20 per account for up to two years of analysis with an additional $10 fee for each year, or portion thereof, added to the analysis.	$25 per account for up to two years of analysis with an additional $15 fee for each year, or portion thereof, added to the analysis.

October 1, 2012

Dear City Clerk:

Re: L-P. Notice to consider Tax for Alley Maintenance (Sept 29/12) Pg A5

We bought this lot in 1960 or 1961. It was considered to be Pre-paid services for back-~~yard~~ lane maintenance. That was one reason we bought this lot and initially paid more for it at the time. Do you not have to honour that contract? (We have always paid our taxes on Time). Those services have been meagre to say the least and now you want to implement a special tax for alley maintenance which we already paid for a long time ago. Maybe you can elaborate on what services you propose for my back lane please.

Thank you.

Plan AT 654 Block 59 Lot 33/34
Acct 10012883.

Mean-Lorraine Smith
336 Hamilton Street North
Regina Sask S4R 2Z2

BYLAW NO. 2012-90

THE 2013 ALLEY MAINTENANCE SPECIAL TAX BYLAW, 2012

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Statutory Authority

1 The statutory authority for this Bylaw is section 275 of *The Cities Act*.

2 In this Bylaw:

"alley" means a public highway within the City of Regina that is primarily intended to give vehicles access to the rear of real property;

"**Director**" means the person appointed to the position of Director of Assessment and Property Taxation for the City of Regina;

"**general maintenance"** includes blading, tree pruning, mowing, permanent patching or other work required to keep the alley in a reasonable state of repair or to allow maintenance equipment to access the alley;

"gravel alley" means any alley that is not a paved alley;

"paved alley" means an alley that is surfaced with asphalt regardless of the condition or attributes of the subsurface of the alley.

Levy

3 Subject to section 5, the City of Regina will charge the following levies to raise revenue to pay for alley maintenance in 2013:

(a) $2.33 per assessable foot against properties abutting gravel alleys; and

(b) $3.56 per assessable foot against all properties abutting paved alleys.

Rate

4 The Director will determine the assessable frontage of each property abutting an alley to which the rates in section 3 apply.

5 There will be no levy for any property frontage that flanks an alley.

Planned Work

6(1) The work planned for gravel alleys includes:

(a) general maintenance;

Approved as to form this ____ day of ____, 20__.

City Solicitor

(b) spot gravelling;

(c) catch basin cleaning;

(d) drainage improvements;

(e) reconstruction and gravel refreshing; and

(f) snow plowing.

(2) The work planned for the paved alleys includes:

(a) general maintenance;

(b) reconstruction;

(c) drainage improvements;

(d) sweeping; and

(e) snow plowing.

Estimated Cost

7 The estimated cost of providing alley maintenance services in 2013 is:

(a) $1,427,600.00 for gravel alleys; and

(b) $2,816,700.00 for paved alleys;

for a total estimated cost of $4,244,300.00.

Review

8(1) Where the owner of property against which the special tax is levied believes that a specific error has been made in the application or calculation of the special tax on the property, the owner may, in writing, request the Director to review the specific error.

(2) The Director must receive the request in subsection (1) within 30 days from the date on which the notice of taxation respecting the property was mailed.

(3) Upon receipt of a request in subsection (1), the Director will:

(a) review the application or calculation of the special tax on the property specifically with respect to the alleged error; and

(b) will provide a written response to the owner of the findings of the review.

(4) Where the Director determines that an error has been made in the calculation or the application of the special tax on a property, the Director must take whatever action is necessary to correct the error on the tax roll.

Excess Revenue

9 If there is excess revenue from the special tax levied pursuant to this Bylaw as of December 31, 2013, then the excess revenue shall be considered deferred revenue and used for alley maintenance services in subsequent years.

In Force

10 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 9th DAY OF October 2012.

READ A SECOND TIME THIS 9th DAY OF October 2012.

READ A THIRD TIME AND PASSED THIS 9th DAY OF October 2012

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

ABSTRACT

BYLAW NO. 2012-90

THE 2013 ALLEY MAINTENANCE SPECIAL TAX BYLAW, 2012

PURPOSE:	To levy a special tax to raise money for alley maintenance.
ABSTRACT:	The bylaw imposes a special tax based on the assessable frontage of all properties abutting alleys on their rear property line to raise revenue for alley maintenance. The tax rate is $2.33 per assessable foot for gravel alleys and $3.56 per assessable foot for paved alleys. The estimated annual cost of providing alley maintenance is $4,244,300.00. A property owner may request that the Director of Financial Services review the application or calculation of the tax on a property if the owner considers that an error or omission was made. As required by section 278(2) of *The Cities Act*, the Bylaw states that any excess revenue will be held in reserve and used for alley maintenance in future years.
STATUTORY AUTHORITY:	Section 275 of *The Cities Act*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	N/A
PUBLIC NOTICE:	Subsections 275(3) and 278(2) of *The Cites Act*; *Public Notice Policy Bylaw*, Bylaw No. 2003-8
REFERENCE:	Public Works Committee, September 6, 2012, PW12-14
AMENDS/REPEALS:	N/A
CLASSIFICATION:	Regulatory
INITIATING DIVISION:	City Operations
INITIATING DEPARTMENT:	Roadways Operations

BYLAW NO. 2012-95

THE COMMUNITY INVESTMENT GRANTS PROGRAM IMPLEMENTATION BYLAW, 2012

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

1 The purpose of this Bylaw is to:

(a) make amendments to *The Committee Bylaw, 2009* and *The Regina Administration Bylaw* to implement changes to the City's Community Investment program, which is renamed the Community Investment Grants Program;

(b) update any references in City bylaws from "Community Investment" to "Community Investment Grants"; and

(c) dissolve the Community Investment Review Consultative Group and amend any sections that make reference to that Group.

Statutory Authority

2 The authority for this Bylaw is sections 8, 55, 90 and 100 of *The Cities Act*.

Bylaw 2009-40 amended

3(1) Bylaw No. 2009-40, being *The Committee Bylaw, 2009,* is amended in the manner set forth in this section.

(2) Clause 17(1)(c) is repealed.

(3) Subsection 18(3) is repealed.

(4) The following clause (c.1) is added after clause (c) in section 29:

"(c.1) the Community Investment Review Consultative Group;"

(5) In Schedule "A", Table 1, clause 3(c) is repealed and the following substituted:

"(c) establish, approve and amend program regulations, annual priorities, categories, and other details of the Community Investment Grants Program to guide the Administration in responding to requests for grants;"

(6) In Schedule "B", Table 2, clauses 2(d), 2(e) and 2(f) are repealed and the following substituted:

Approved as to form this ____ day of _____, 20___.

City Solicitor

"(d) advise and make recommendations on proposed artwork gifts, bequests and donations to the City; and

(e) consult with advisors with expertise and experience in visual arts production and education in order to develop recommendations with respect to art purchases and public art issues."

(7) In Schedule "B" Table 3 is repealed.

Bylaw 2003-69 amended

4(1) Bylaw No. 2003-69, being *The Regina Administration Bylaw*, is amended in the manner set forth in this section.

(2) "Community Investment" is struck out and replaced with "Community Investment Grants" wherever it appears.

(3) "Community Investments" is struck out and replaced with "Community Investment Grants" wherever it appears.

(4) Subsection 37.1(2) is repealed and the following substituted:

"(2) The Deputy City Manager of Community Planning and Development, or his or her delegate is granted the authority outlined in subsection (1) with respect to the following grant, funding and scholarship programs:

(a) Community Investment Grants Program, as approved by Council; including:

(i) Minor Grants of $10,000 or less;
(ii) Major Grants of $50,000 or less;
(iii) Community Partner Grants; and
(iv) Special Event Sponsorships of $5000 or less.

(b) Community Centre Operating Assistance;

(c) Saskatchewan Lotteries Community Grant Program;

(d) Urban Aboriginal Community Grant Program;

(e) Allocations to the Saskatchewan Urban Municipalities Association;

(f) Allocations to the Saskatchewan Association of Rural Municipalities;

(g) Allocations to the Saskatchewan Association of Health Organizations;

(h) Allocations to the Saskatchewan School Board Association;

(i) Henry Baker Scholarship Program;

(j) any additional community investment funding or grants that are approved on an annual basis by Council which are delegated to the Deputy City Manager of Community Planning and Development, or his or her delegate to adjudicate eligibility, approve and administer.

Coming into Force

5 This Bylaw comes into force on the date of passage.

READ A FIRST TIME THIS 9th DAY OF OCTOBER 2012.

READ A SECOND TIME THIS 9th DAY OF OCTOBER 2012.

READ A THIRD TIME AND PASSED THIS 9th DAY OF OCTOBER 2012.

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

ABSTRACT

BYLAW NO. 2012-95

THE COMMUNITY INVESTMENT GRANTS PROGRAM IMPLEMENTATION BYLAW, 2012

PURPOSE:	The purpose of this Bylaw is to make amendments to *The Committee Bylaw, 2009* and *The Regina Administration Bylaw* associated with the implementation of the Community Investment Grants Program, previously approved by Council.
ABSTRACT:	City Council is dissolving the Community Investment Review Consultative Group as this Committee is no longer needed under the Community Investment Grants Program. References to this Committee in *The Committee Bylaw, 2009* must be removed. This bylaw also removes the reference to the administration of grants from the terms of reference of the Arts Advisory Committee as this will now be done by an internally appointed grant review group. Finally, this bylaw makes housekeeping amendments to change the name of the program from Community Investments to Community Investment Grants.
STATUTORY AUTHORITY:	Sections 8, 55, 90 and 100 of *The Cities Act*.
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	N/A
PUBLIC NOTICE:	N/A
REFERENCE:	Report Ex12-42 from the October 3, 2012 meeting of the Executive Committee.
AMENDS/REPEALS:	Amends Bylaw 2009-40, *The Committee Bylaw, 2009*, Bylaw 2003-69 and *The Regina Administration Bylaw.*
CLASSIFICATION:	Administrative
INITIATING DIVISION:	Community Planning and Development

INITIATING DEPARTMENT: Community Services

BYLAW NO. 2012-96

THE REGINA ADMINISTRATION AMENDMENT BYLAW, 2012 (No. 4)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 Bylaw 2003-69 being *The Regina Administration Bylaw* is amended in the manner set forth in this Bylaw.

2 Sections 8 and 9 of Schedule B are repealed and the following substituted:

"**Taxation Fees and Charges**

8. Subject to this Bylaw and the applicable sections of *The Cities Act*, fees and charges for taxation services and information are detailed in the following table:

Service or Information	Description	Fee
Tax Certificate	Issued pursuant to section 246 of *The Cities Act*.	$30 per property
Tax Statement or Tax Roll Search	Information provided from the tax roll.	No charge for the owner of the property being searched, or $10 per property otherwise.
Tax Notice Information	Provided to lending institutions to assist in the processing of tax payments or for monitoring the payment of taxes on accounts where the institution has a mortgage.	$10 per property for a paper tax notice or $5 per property for an electronic tax notice file.
Bank Tax Search	Provided to lending institutions to assist in the processing of tax payments or for monitoring the payment of taxes on accounts where the institution has a mortgage.	$10 per property.
Historical Tax Analysis (maximum of five years historical analysis)	Development of a spreadsheet for a property tax account, providing information on levies, payments, and adjustments to the property tax account.	$25 per account for up to two years of analysis, with an additional $15 for each year, or portion thereof, added to the analysis.

Approved as to form this ____ day of ____, 20__.

City Solicitor

Tax Installment Payment Plan Confirmation	Documentation to confirm that a tax installment payment plan is active on an account.	$5 per account.
Custom Report (includes up to 10 years historical information)	Generation of a custom report based on the customer's specifications, with assessment or tax information. The availability of the report is at the discretion of the City Assessor based on the availability of resources.	$150 per hour to develop and test the report, with a minimum fee of $150. In addition to the minimum $150 fee, $3 per 50 rows of data is also charged.

Assessment Fees and Charges

9. Subject to this Bylaw and the applicable sections of *The Cities Act*, fees and charges for assessment related services and information are detailed in the following table.

Service or Information	Description	Fee
Inspection of the assessment roll	Inspection of the paper or electronic version of the assessment roll while the roll is open to the public pursuant to section 183 of *The Cities Act*.	No charge for inspection of the roll.
Certified copy of a portion of the assessment roll	Provision of a certified copy of a portion of the assessment roll	$15 per property.
Assessment Statement	Summary of basic property information from an individual's property field sheet.	No charge for the owner of residential property being searched (including condominiums but excluding multi-family properties), or $10 per property otherwise.
Assessment Roll Search	Information provided from the assessment roll.	No charge for the owner of residential property being searched (including condominiums but excluding multi-family properties), $10 for the owner of any other type

		of property being searched and $15 per property where someone other than the owner is searching the property
Assessment field sheet, direct sales report (SPSS), income report (SPSS) or cost summary report for a property	Assessment details and calculations for a property.	No charge for the owner of residential property being searched (including condominiums but excluding multi-family properties), or $10 per property otherwise.
Develop and produce custom report	Generation of a custom report based on the customer's specifications, with assessment or tax information. The availability of the report is at the discretion of the City Assessor based on the availability of resources.	$150 per hour to develop and test the report, with a minimum fee of $150. In addition to the minimum $150 fee, $3 per 50 rows of data is also charged.
Property diagram	Copy of the building diagram.	$10 per diagram.
Neighbourhood map	Map displaying the boundaries of a valuation neighbourhood.	$50 per map (includes PST)
Develop and produce custom map	Generation of a custom map based on the customer's specifications, with assessment or tax information. The availability of the report is at the discretion of the City Assessor based on the availability of resources.	$150 per hour to develop and test the map, with a minimum fee of $150, plus $50 for each map or copy of the map.
Historical Assessment Analysis	Development of a spreadsheet for a property assessment account, providing information on exemptions, assessment transactions and appeal adjustments.	$25 per account for up to two years of analysis with an additional $15 fee for each year, or portion thereof, added to the analysis.

"

3 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 9th DAY OF October 2012.
READ A SECOND TIME THIS 9th DAY OF October 2012.
READ A THIRD TIME AND PASSED THIS 9th DAY OF October 2012.

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

ABSTRACT

BYLAW NO. 2012-96

THE REGINA ADMINISTRATION AMENDMENT BYLAW, 2012 (No. 4)

PURPOSE:	This Bylaw updates the various fees that the City charges for providing taxation and assessment information.
ABSTRACT:	The City charges various fees for the provision of assessment and taxation data. The last review of these fees was in 2003. In order to properly recover the actual costs associated with the City providing this information an increase in fees is necessary. This Bylaw updates the various fees that are charged so that they better reflect the actual cost of administrative time to provide this information.
STATUTORY AUTHORITY:	Section 8 of *The Cities Act*
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	N/A
PUBLIC NOTICE:	N/A
REFERENCE:	Report EX12-43 from the October 3, 2012 meeting of the Executive Committee
AMENDS/REPEALS:	Amends Bylaw 2003-69 being *The Regina Administration Bylaw*
CLASSIFICATION:	Administrative
INITIATING DIVISION:	Community Planning and Development
INITIATING DEPARTMENT:	Assessment, Tax and Real Estate

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