



CITY COUNCIL

**Monday, January 28, 2013
5:30 PM**

Henry Baker Hall, Main Floor, City Hall



Office of the City Clerk

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**Agenda
City Council
Monday, January 28, 2013**

Open With Prayer

Recognition of Guests

Regina Fire & Protective Services - International Fire Accreditation Team -
Councillor O'Donnell

Confirmation of Agenda

Recommendation

That the agenda be approved including the adjustments from the City Clerk as follows:

ADD The following item be added immediately after DE13-2:

DE13-17: Jim Elliott: Regina Revitalization Initiative Stadium Project – Concept Design Approval

ADD The following item be added immediately after DE13-16:

DE13-18: Jim Elliott: RRI – Stadium Project Funding and Financing

ADD The following item be added immediately after CR13-6:

DE13-19: Jim Elliott: Regina Revitalization Initiative (RRI) Stadium Project – Request for Qualifications Evaluation Criteria

MOVE The following item be considered immediately following DE13-19

CR13-8: Regina Revitalization Initiative (RRI) Stadium Project – Request for Qualifications Evaluation Criteria.

MOVE The following item under Executive Committee be considered immediately following CR13-8:



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CR13-09: Regina Revitalization Initiative (RRI) – Additional Canadian Pacific Railway (“CP”) Land Purchases

Adoption of Minutes

Recommendation

That the minutes from the meeting held on December 17, 2012 be approved, as circulated.

Advertised Bylaws and Related Reports

CR13-1 CR13-1 Application for Contract Zone Amendment (12-CZ-9) - Proposed Removal of Propert from Existing Contract Zone Agreement Lot: 6, Block 23, Plan No. DV 270, Broders Annex Subdivision - 2023 Broder Street (Bylaw 2013-2)

Recommendation

1. That the application to amend the Contract Zone agreement authorized by Bylaw No. 8663, by removing the property legally described as Lot: 6, Block: 23, Plan No. DV 270 and located at 2023 Broder Street, be APPROVED, and that the zoning of the subject property revert to its previous designation as R3 - Residential Older Neighbourhood.
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the subject Contract Zone amendment.
3. That the City Solicitor be directed to prepare the necessary bylaw to authorize the subject Contract Zone amendment, including any addenda or registration amendments related to the original agreement.

CR13-2 CR13-2 Application for Zoning Bylaw Amendment (12-Z-23) Westhill Park Phase IV (Bylaw 2013-1)

Recommendation

1. That the application to rezone proposed Lots 53-80 in Block 7, which is part of Westhill Park Phase IV, as shown on the attached proposed plan of subdivision (See appendix A 3.1) from R1 – Residential Detached to R2 – Residential Semi-Detached, be APPROVED;
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective Zoning Bylaw amendment.



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- 2013-1 2013-1 The Regina Zoning Amendment Bylaw, 2013
- 2013-2 2013-2 The Regina Zoning Amendment Bylaw, 2013 (No. 2)

Public Notice Bylaws and Related Reports

- CR13-3 CR13-3 Application for Lane Closure (11-CL-2) Lane in Block 23, Plan No. F1625 Eastern Annex Subdivision (2013-3)

Recommendation

1. That the application to permanently close the north-south lane within Block 23, between Wallace and Atkinson Street and south of 7th Ave and described as:

“All that portion of North South Lane in Block 23, Reg'd Plan No. F1625 in Regina, Saskatchewan” shown on the Plan of Proposed Subdivision, prepared by W.W. Stockton, S.L.S. and dated November 23, 2010 (also designated as Plan: F.A.5033 Block: K Lot: (MTO F.F.2435)) be APPROVED;

2. That the City Solicitor be directed to prepare the necessary bylaw to enact the above-referenced lane closure.

- 2013-3 2013-3 A Bylaw to Provide for the Closure and Sale of the North South Lane in Block 23, Plan No. F1625 North of 8th Avenue, 2013

Delegations and Related Reports

- DE13-1 DE13-1 John Klein: Transit Route Review – Proposed Conventional Route Changes
- CR13-4 CR13-4 Transit Route Review – Proposed Conventional Route Changes

Recommendation

That this report be received and filed.

- DE13-2 DE13-2 Chad Novak: Regina Revitalization Initiative Stadium Project – Concept Design Approval
- DE13-17 DE13-17 Jim Elliott: Regina Revitalization Initiative Stadium Project - Concept Design Approval



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CR13-5 CR13-5 Regina Revitalization Initiative Stadium Project – Concept Design Approval

Recommendation

1. That City Council approve the Stadium Concept Design as described in the Concept Design Summary (Appendix A) as the basis for the development of the RFP documentation, and authorize the Administration to proceed into a procurement process for the stadium design and construction.
2. That City Council direct Administration to draft development standards for a stadium as a permitted Exhibition Operation in the Public Service Zone in support of locating the facility at Evraz Place.

DE13-3	DE13-3 Rhonda Poll: RRI - Stadium Project Funding and Financing
DE13-4	DE13-4 Chad Novak: RRI - Stadium Project Funding and Financing
DE13-5	DE13-5 Terri Sleeva: RRI - Stadium Project Funding and Financing
DE13-6	DE13-6 Lesley Farley: RRI - Stadium Project Funding and Financing
DE13-7	DE13-7 Angelica Barth: RRI - Stadium Project Funding and Financing
DE13-8	DE13-8 Florence Stratton: RRI - Stadium Project Funding and Financing
DE13-9	DE13-9 Beryl Forgay: RRI - Stadium Project Funding and Financing
DE13-10	DE13-10 Eric Armit: RRI - Stadium Project Funding and Financing
DE13-11	DE13-11 Colin Stewart: RRI - Stadium Project Funding and Financing
DE13-12	DE13-12 Marc Spooner: RRI - Stadium Project Funding and Financing
DE13-13	DE13-13 Sean Tucker: RRI - Stadium Project Funding and Financing
DE13-14	DE13-14 Jason Cawkwell and Darren Haygarth: RRI - Stadium Project Funding and Financing
DE13-15	DE13-15 John Hopkins: RRI - Stadium Project Funding and Financing
DE13-16	DE13-16 Wayne Morsky: RRI - Stadium Project Funding and Financing
DE13-18	DE13-18 Jim Elliott: RRI - Stadium Project Funding and Financing



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CR13-6

CR13-6 RRI - Stadium Project Funding and Financing

Recommendation

1. That the following Funding Model for the Stadium Project be approved:
 - a. A capital commitment of \$278.2 million for the stadium design, construction, land servicing, stadium planning, procurement and project management costs based on a design-build-finance procurement structure be financed from the following funding sources:
 - i. \$100 million City Debt – loan from the Province of Saskatchewan (Province).
 - ii. \$80 million contribution from the Province.
 - iii. \$67.4 million City Debt (as part of a \$100.4 million debt issuance).
 - iv. \$25 million contribution from the Saskatchewan Roughrider Football Club Inc. (SRFC).
 - v. \$3.3 million City land contribution.
 - vi. \$2.5 million General Fund Reserve transfer in 2012 (as previously approved by Council September 17, 2012).
 - b. The ability to pursue up to 30 year debt up to \$200.4 million be approved, in principle; representing the \$100 million loan from the Province for capital in 2013, \$67.4 million City Debt for capital and \$33 million City Debt for interim cash flow purposes by 2015. All debt issuances will require City Council approval through a Debt Borrowing Bylaw, and will be brought forward to Council at a future date. In addition, the financial model includes debt principal and interest payments that must be paid and recovered from revenue streams over 30 years.
 - c. A commitment to funding of up to \$188.8 million in ongoing 30 year maintenance costs for the stadium.
 - d. That the maintenance and the debt servicing costs be considered and funded through future budget proposals, over 30 years and funded through revenue sources, including but not limited to the collection of:
 - i. \$261.9 million in Property Taxes.
 - ii. \$100 million through SRFC Facility Fees.
 - iii. \$75 million from SaskSport lease agreement.
 - iv. \$33 million of Interim Debt Financing.
 - v. \$23.8 million from Mosaic Stadium cost avoidance savings.



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- vi. \$15 million in ongoing advertising and sponsorship revenue, and
 - vii. Interest earned on fund balances, based on City's average interest on investment earnings, to be applied annually.
- e. A commitment to implement a 0.45% mill rate increase each year for 10 years beginning 2013. A growth factor is to be applied annually. After the initial 10 year period, the mill rate will not increase, except for the growth factor, but will continue to be allocated to the Stadium Project. That the mill rate contemplated in this report be forwarded to City Council for consideration as part of the 2013 budget process.
- f. That the \$200.4 million in debt being contemplated in this report be forwarded to City Council for consideration as part of the 2013 budget process.
- 2. That City Council authorize the Deputy City Manager & CFO to negotiate and approve the following agreements relating to the funding of the Stadium Project:
 - a. a funding agreement with the Province of Saskatchewan relating to the contribution of \$80 million by the Province to the Stadium Project (Provincial Contribution Agreement); and
 - b. a funding agreement with the SRFC relating to the contribution of \$25 million by the SRFC to the Stadium Project (SRFC Contribution Agreement).
- 3. That City Council authorize the Deputy City Manager & CFO to:
 - a. approve the offer to lease with the SRFC, as may be negotiated by REAL on behalf of the City, relating to the lease of the Stadium by the SRFC (SRFC Offer to Lease); and
 - b. approve the final form lease agreement with the SRFC (the SRFC Stadium Lease), as may be negotiated by REAL on behalf of the City, relating to the lease of the Stadium by the SRFC prior to the completion of construction of the Stadium, such lease to include the terms and conditions set forth in the SRFC Offer to Lease.
- 4. That the City Clerk be authorized to execute the following agreements after review and approval by the City Solicitor:
 - a. the Provincial Contribution Agreement,



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- b. the SRFC Contribution Agreement, and
 - c. the SRFC Offer to Lease and SRFC Stadium Lease.
5. That the Administration continue the procurement process, including the issuance of the request for qualifications and development of the request for proposals and all site preparation and development, based on approved funding commitments and agreements identified within this report.
 6. That Administration be directed to continue to pursue the implementation of a revenue stream from a hotel tax/fee, to be directed to the project beginning in 2016 in order to reduce future incremental property tax increases for the stadium funding.

DE13-19 DE13-19 Jim Elliott: Regina Revitalization Initiative (RRI) Stadium Project - Request for Qualifications Evaluation Criteria

CR13-8 CR13-8 Regina Revitalization Initiative (RRI) Stadium Project - Request for Qualifications Evaluation Criteria

Recommendation

1. That the Administration issue a Request for Qualifications (RFQ) for the RRI Stadium Project using the evaluation criteria as attached in Appendix A.
2. That the Deputy City Manager of Corporate Services be authorized to award an opportunity to participate in the Request for Proposals (RFP) process for the RRI Stadium Project to the three (3) successful proponents identified by the RFQ.

CR13-9 CR13-9 Regina Revitalization Initiative (RRI) - Additional Canadian Pacific Railway ("CP") Land Purchases

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 agreement 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 \$770,000 be transferred from the General Fund Reserve to support the deposit and balance of the purchase price for the purchase of the "North Railway Lands" (0.89 Acres; Lot 3, Block A Plan 95R22044).



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4. That \$734,000 be transferred from the General Fund Reserve to support the deposit and balance of the purchase price for the purchase of the “Elphinstone Lands” (4.895 Acres; Being a portion of NW Section 24-17-20 W2, Ext.1).

Committee Reports

Board of Police Commissioners

CR13-7 CR13-7 Regina Police Service 2013 Operating and Capital Budget

This item will be tabled to the Special City Council (Budget) meeting on February 19, 2013.

Recommendation

1. That the 2013 Regina Police Service Operating and Capital Budget, which includes estimated gross operating expenditures of \$69,205,500 and revenues of \$7,811,900, resulting in a Net Operating Budget of \$61,393,600 be approved.
2. That the 2013 Capital Budget of \$4,605,400, with capital funding to be determined by Regina City Council, be approved.

Public Works Committee

CR13-10 CR13-10 2013 Local Improvement Program and Amendments to 2012 Local Improvement Program Pricing for Alley Lighting

Recommendation

1. That the proposed 2013 Local Improvement Program (LIP) as outlined in Appendix “A” be approved.
2. The following locations be declared as single local improvement, namely a single project in accordance with section 4 of *The Local Improvements Act, 1993*:

Work # 18 Rae Street (25th Avenue to 24th Avenue).

Work # 24 Winnipeg Street (West Side) (15th Avenue to 13th Avenue)

3. That the City Solicitor submit the 2013 Local Improvement Program to the Saskatchewan Municipal Board for approval.
4. That the City Solicitor submit the 2012 Local Improvement Program amendments, as detailed in this report, to the



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Saskatchewan Municipal Board for approval.

5. That upon receipt of the Saskatchewan Municipal Board approval, the proposed works be advertised in accordance with the requirements of *The Local Improvements Act, 1993*.
6. That upon receipt of the Saskatchewan Municipal Board approval, the revised construction rates for alley lighting in the 2012 Local Improvement Program be revised, in *The Local Improvement Bylaw, 2012* No. 2012-37.

Bylaws and Related Reports

CR13-11 CR13-11 Removal of Holding Overlay Zone (12-Z-30) – 3615 E Quance Gate – Spruce Meadows (Bylaw 2013-5)

Recommendation

That the application to amend the *Regina Zoning Bylaw, No. 9250* by removing the (H) - Holding Overlay Zone from Parcel N, Plan No. 101899974, Spruce Meadows Subdivision be APPROVED.

CR13-12 CR13-12 Discontinuation of Commercial Solid Waste Collection (Bylaw 2013-6)

Recommendation

1. That the City of Regina's commercial solid waste collection service be phased out in 2013; and
2. That the City Solicitor be instructed to amend Bylaw 2012-63 being *The Waste Management Bylaw, 2012* to repeal Sections 38, 39 and Schedule B.

2013-4 2013-4 The Mosaic Canada ULC Economic Development Tax Exemption Bylaw, 2013

2013-5 2013-5 The Regina Zoning Amendment Bylaw, 2013 (No. 3)

2013-6 2013-6 The Waste Management Amendment Bylaw, 2013

Communications/Petitions and Related Reports

CP13-1 CP13-1 Regina Multicultural Council Appointment to the Municipal Heritage Advisory Committee

Adjournment

Memo

January 28, 2013

To: His Worship the Mayor and
Members of City Council

Re: Adjustments to City Council Agenda – January 28, 2013

When approving the agenda for this evening's meeting, I would recommend the following adjustments:

ADD The following item be added immediately after DE13-2:

DE13-17: Jim Elliott: Regina Revitalization Initiative Stadium Project –
Concept Design Approval

ADD The following item be added immediately after DE13-16:

DE13-18: Jim Elliott: RRI – Stadium Project Funding and Financing

ADD The following item be added immediately after CR13-6:

DE13-19: Jim Elliott: Regina Revitalization Initiative (RRI) Stadium Project –
Request for Qualifications Evaluation Criteria

MOVE The following item be considered immediately following DE13-19

CR13-8: Regina Revitalization Initiative (RRI) Stadium Project – Request for
Qualifications Evaluation Criteria.

MOVE The following item under Executive Committee be considered immediately
following CR13-8:

CR13-09: Regina Revitalization Initiative (RRI) – Additional Canadian Pacific
Railway (“CP”) Land Purchases



Amber Smale
Acting City Clerk

cc: City Manager
Executive Director, Legal
Executive Director, Governance and Strategy
Administrative Assistant to the City Manager

AT REGINA, SASKATCHEWAN, MONDAY, DECEMBER 17, 2012

AT A MEETING OF CITY COUNCIL

AT 5:30 PM

These are considered a draft rendering of the official minutes. Official minutes can be obtained through the Office of the City Clerk once approved.

Present: Mayor Michael Fougere, in the chair
Councillor Sharron Bryce
Councillor Bryon Burnett
Councillor John Findura
Councillor Jerry Flegel
Councillor Shawn Fraser
Councillor Bob Hawkins
Councillor Terry Hincks
Councillor Wade Murray
Councillor Mike O'Donnell
Councillor Barbara Young

Regrets: N/A

Also in Attendance: Acting 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 & Development, Jason Carlston
Executive Director, Governance & Strategy, Jim Nicol
Director of Community Services, Chris Holden
Director of Transit, Brad Bells
Branding Manager, Nathan Morrison

The meeting opened with a prayer.

Recognition of Guests

Mayor Michael Fougere recognized Councillor Barbara Young as a recipient of the Saskatchewan Order of Merit for her innovation in the field of education, an advocate for the arts and a mentor for women in leadership.

Confirmation of Agenda

Councillor Sharron Bryce moved, seconded by Councillor Wade Murray, AND IT WAS RESOLVED, that the agenda for this meeting be approved, including the adjustments from the City Clerk as follows:

MOVE CR12-181 to be considered under Public Notice Bylaws and Related reports; ADD CR12-188, Ratifying Collective Agreement with the Regina Civic Middle Management Association; and CR12-189, Out of Scope 2013 General Wage Increase to be considered immediately following CR12-179; and REMOVE Bylaw 2012-101 from the agenda; and further that the delegations listed on the agenda be heard when called forward by the Mayor.

Adoption of Minutes

Councillor Wade Murray moved, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that the minutes for the meeting held on November 19, 2012 be adopted, as circulated.

Public Notice Bylaws and Related Reports

CR12-181	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, W2MRoadway Dedication of Land to Her Majesty the Queen in Right of Saskatchewan
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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.
4. That public notice be given.

Prior to consideration of this report, the Acting City Clerk advised members of Council and those present in the chambers, that public notice has been given in accordance with *The Cities Act* and invited any interested in addressing City Council on this matter to come forward.

No one came forward to address Council and no written submissions were received for or against the item.

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

Delegations and Related Reports

DE12-114 Chad Novak: Waste Water Treatment Facility

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. The delegation answered 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 CR121-167, a report from Executive Committee respecting the same subject.

CR12-167 Wastewater Treatment Plant Upgrades Project Update

Recommendation

That this report be received and filed.

Councillor Mike O'Donnell moved that this report be received and filed.

Mayor Michael Fougere left the chair to enter the debate. Councillor Mike O'Donnell took the chair.

Councillor Bryce raised a point of order as she is Deputy Mayor. The Mayor ruled Councillor Mike O' Donnell will take the chair as the item is in relation to the Executive Committee.

Mayor Michael Fougere returned to the chair prior to vote.

The Main motion was put and declared CARRIED.

Mayor's Reports

MR12-4 Federation of Canadian Municipalities (FCM), Big City Mayors' Caucus (BCMC) Meeting - FCM Advocacy Days – Update

Recommendation

This report be received and filed.

Councillor Mike O'Donnell moved, seconded by Councillor Bob Hawkins, that this report be received and filed.

Mayor Michael Fougere left the chair to enter debate. Councillor Mike O'Donnell took the chair.

The Mayor returned to the chair prior to the vote.

The main motion was put and declared CARRIED.

MR12-5 Development of a new long-term federal plan for municipal infrastructure funding

Recommendation

1. That the City of Regina Council endorses the Federation of Canadian Municipalities (FCM) "Target 2014" Campaign, launched to ensure the new infrastructure plan reflects municipal priorities across the country and is fully implemented in 2014, upon the expiry of existing programs;
2. That the Minister of Transport, Infrastructure and Communities be urged to work with FCM and municipalities to ensure the new long-term infrastructure plan meets the core infrastructure needs of cities and communities.

Councillor Mike O'Donnell moved, seconded by Councillor Barbara Young that City Council resolve the following:

That the City of Regina Council endorses the Federation of Canadian Municipalities (FCM) "Target 2014" Campaign, launched to ensure the new infrastructure plan reflects municipal priorities across the country and is fully implemented in 2014, upon the expiry of existing programs; and

That the Minister of Transport, Infrastructure and Communities be urged to work with FCM and municipalities to ensure the new long-term infrastructure plan meets the core infrastructure needs of cities and communities.

Mayor Michael Fougere left the chair to enter debate. Councillor Mike O'Donnell took the chair.

Mayor Michael Fougere returned to the chair prior to the vote.

The main motion was put and declared CARRIED.

Administration's Reports

CM12-6 Application for Severance Approval (12-SV-15) - 2719 McAra

Recommendation

That the application to sever Lots 4 and 5, Plan No. U2439; and Lot 51, Plan No101189897 in Block 58, located at 2719 McAra Street, be REFUSED.

Councillor Terry Hincks moved, seconded by Councillor Sharron Bryce, AND IT WAS RESOLVED, that the recommendations of the Administration contained in the report be concurred in.

Committee Reports

Community and Protective Services Committee

CR12-168 Automatic Vehicle Location (AVL) Project

Recommendation

1. That City Council authorize the Deputy City Manager of City Operations, or his or her designate, to negotiate and approve the terms of an addendum (the “Addendum”) to the Research and Development Trial Agreement relating to Transit Automatic Vehicle Location (the “AVL Trial”), dated as of September 1, 2011 between the City and 101150419 Saskatchewan Ltd., operating under the business name “CRL Engineering”, (“CRL”) to extend the term of the trial for an additional nine months, concluding on September 30, 2013.
2. That sufficient funding be reallocated within the Transit general operating budget to fund the costs relating to the extension of the AVL Trial.
3. That the Administration issue a Request for Proposals to obtain a permanent AVL system for installation and use on City transit vehicles following the completion of the AVL Trial, with (i) a contract term of 3 years plus 2 – optional 1-year extensions; and, (ii) a requirement that proponents meet an annual budget of between \$375,000.00 and \$400,000.00.
4. That City Council authorize the Deputy City Manager of City Operations to award and finalize the terms of an agreement with the successful proponent chosen from the permanent AVL system Request for Proposal (“RFP”) process.
5. That the City Clerk be authorized to execute the following agreements after review and approval by the City Solicitor:
 - (i) the Addendum extending the AVL with CRL; and
 - (ii) the contract awarded to the successful proponent as a result of the AVL system RFP process.

Councillor Jerry Flegel moved, AND IT WAS RESOLVED, that the recommendations of the Community and Protective Services Committee contained in the report be concurred in.

CR12-169 Keith Knox Award

Recommendation

That the youth category in the Municipal Heritage Awards be named The Keith Knox Award in honour of Keith Knox.

Councillor Jerry Flegel moved, AND IT WAS RESOLVED, that the recommendations of the Community and Protective Services Committee contained in the report be concurred in.

Executive Committee

CR12-170 Advanced Approval for Capital Projects

Recommendation

That advance approval of \$24,053,000 be provided for the 2013 General Capital Projects and \$6,000,000 be provided for the 2013 Utility Capital Projects as detailed in the body of this report.

Councillor Mike O'Donnell moved, seconded by Councillor Wade Murray, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR12-171 2013 Community Investment Allocation to Committees

Recommendation

1. That City Council allocates \$3,391,100 for community investments in 2013 to the Community and Protective Services Committee to allow for community investments to be provided to funded agencies without delay.
2. That the 2013 community investment allocations to the Finance and Administration Committee and the Executive Committee be referred to the 2013 budget process.

Councillor Mike O'Donnell moved, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR12-172 Regina Appeal Board – Elected Official Board Appointments

Recommendation

1. That Councillors Bob Hawkins, Wade Murray and Barbara Young be appointed to the Regina Appeal Board.
2. That all appointments be made effective December 18, 2012 with terms of office to December 31, 2013.
3. That members appointed continue to hold office for the term indicated or until their successors are appointed.

Councillor Mike O'Donnell moved, seconded by Councillor Barbara Young AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR12-173 Interim Payments – Regina Regional Opportunities Commission (RROC)

Recommendation

1. That the Deputy City Manager & CFO be directed to make payment of \$461,450 to the Regina Regional Opportunities Commission on January 1, 2013, based on 50% of their 2012 allocation.
2. That the determination of the 2013 Community Investment Allocation to RROC and any resulting subsequent payments be referred to the 2013 budget process.

Councillor Mike O'Donnell moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR12-174 Interim Payments – Wascana Centre Authority

Recommendation

1. That the Deputy City Manager & CFO be directed to make payment of \$477,225 to Wascana Centre Authority on January 1, 2013, based on 25% of their 2012 allocation.
2. That the determination of the 2013 Community Investment Allocation to Wascana Centre Authority and any resulting subsequent payments be referred to the 2013 budget process.

Councillor Mike O'Donnell moved, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR12-175 Interim Payments – Regina Exhibition Association Limited (REAL – Evraz Place)

Recommendation

1. That the Deputy City Manager & CFO be directed to make payment of \$200,000 to the Regina Exhibition Association Limited on January 1, 2013, based on 50% of their 2012 allocation.
2. That the determination of the 2013 Community Investment Allocation to REAL – Evraz Place and any resulting subsequent payments be referred to the 2013 budget process.

Councillor Mike O'Donnell moved, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR12-176 Appointment to the Regina Regional Opportunities Commission (RROC)

Recommendation

1. That Ms. Cari Lemieux be appointed for a three year term effective January 1, 2013 to December 31, 2015.
2. That Mr. Tony Coppola, Mr. Neil Donnelly and Mr. Edmund Bellegarde be appointed for two year terms effective January 1, 2013 to December 31, 2014.
3. That all members continue to hold office for the term indicated or until successors are appointed.

Councillor Mike O'Donnell moved, seconded by Councillor Barbara Young, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR12-177 Appointments to the Board of Directors for Regina Downtown BID

Recommendation

1. That Mr. Steve Enns, Mr. Shawn Grice, Mr. Doug Kozak and Mr. Anthony Marquart be appointed as persons who are electors of the City or are employed in the District for terms effective January 1, 2013 and expiring December 31, 2015.
2. That Ms. Jamie Kilkenny, Mr. Dave Morhart and Ms. Aleana Young be appointed as persons who are electors of the City or are employed in the District for terms effective January 1, 2013 and expiring December 31, 2014.
3. That Mr. Garth Tomlinson be appointed as a person who is an elector of the City and is employed in the District for a term effective January 1, 2013 and expiring December 31, 2013.
4. That members continue to hold office for the term indicated or until successors are appointed.

Councillor Mike O'Donnell moved, seconded by Terry Hincks, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR12-178 Appointments to Regina's Warehouse Business Improvement District Board

Recommendation

1. That Mr. David Froh, Mr. Bryan Miazga, Mr. Craik Wotherspoon, Ms. Maureen Harrison, Mr. Taylor Roadhouse, and Mr. JP Ellson be appointed as citizen members of the Regina Warehouse Business Improvement District Board for the term January 1, 2013 to December 31, 2014.
2. That members continue to hold office for the term indicated or until successors are appointed.

Councillor Mike O'Donnell moved, seconded by Councillor Terry Hincks that the recommendations of the Executive Committee contained in the report be concurred in.

Councillor Sharron Bryce raised a point of order on why seconders are needed for committee reports. Mayor Michael Fougere ruled seconders were not required.

The main motion was put and declared CARRIED.

CR12-179 Citizen and Organizational Appointments to Committees for 2013

Recommendation

1. That the appointments be determined for citizen representatives on the committees outlined in Appendix A with terms of office effective January 1 to December 31, 2013 unless otherwise noted.
2. That the nominees of the organizational representatives on the remaining committees outlined in the attached chart be appointed for terms of office effective January 1 to December 31, 2013 unless otherwise noted.
3. That Mr. Bob Linner and Mr. Bob Watt be re-appointed as the citizen members on the Civic Employees' Long Term Disability Plan Administrative Board and the Civic Employees' Superannuation and Benefit Plan, Administrative Board for a term expiring December 31, 2013.
4. That the members appointed to each board, commission and committee continue to hold office for the term indicated for each vacancy or until their successors are appointed.

Councillor Mike O'Donnell moved that the recommendations of the Executive Committee contained in the report be concurred in.

Councillor Wade Murray, moved, in amendment, seconded by Councillor Sharron Bryce, AND IT WAS RESOLVED, that Mr. Vic Pankrats be removed from the Board of Police Commissioner nominations and that Mr. Ron Rasmussen be re-appointed to the Board of Police Commissioners.

The main motion, as amended, was put and declared CARRIED.

CR12-188 Ratifying Collective Agreement with the Regina Civic Middle
Management Association

Recommendation

That the tentative agreement reached with the Regina Civic Middle Management Association be ratified by Council subject to a vote by CMM ratifying the agreement.

Councillor Mike O'Donnell moved, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR12-189 Out of Scope 2013 General Wage Increase

Recommendation

That Out of Scope employees receive a 2.6% general wage increase effective January 1, 2013.

Councillor Mike O'Donnell moved, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

Finance and Administration Committee

CR12-180 Newspaper Advertisement Agreement

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

Regina Planning Commission

CR12-182 Proposed Renaming of Portions of Elgaard Drive in Hawkstone
Subdivision (11-SN-41)

Recommendation

That the request to amend the names of portions of dedicated streets in the Hawkstone Subdivision as follows be APPROVED:

- a) The portion of Elgaard Drive north of Rochdale Boulevard be renamed to Galloway Street.

Councillor Mike O'Donnell moved, AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

Bylaws and Related Reports

CR12-183 Golf Course Fee Schedule 2013 - 2015 (2012-74)

Recommendation

1. That the Golf Course Fee Schedule for 2013 - 2015 as set out in Appendix B, be approved.
2. That the City Solicitor be instructed to prepare a fees bylaw to give effect to the fees outlined in this report.

Councillor Jerry Flegel moved, AND IT WAS RESOLVED, that the recommendations of the Community and Protective Services Committee contained in the report be concurred in.

CR12-184 2013 Community Development, Recreation & Parks Fees and Charges
(2012-74)

Recommendation

1. The 2013 fees and charges as outlined in Appendix A, Schedule H, be approved.
2. The City Solicitor be instructed to prepare an amendment to *The Community Services Fees Bylaw, 2011* to incorporate the fees and charges provided for in this Report.

Councillor Jerry Flegel moved, AND IT WAS RESOLVED, that the recommendations of the Community and Protective Services Committee contained in the report be concurred in.

CR12-185 Appointment of Pest Control Officers and Bylaw Enforcement Officers
(2012-98)

Recommendation

1. That the City Solicitor be instructed to amend Bylaw 2009-71 being *The Appointment and Authorization of City Officials Bylaw, 2009* to:

- (a) appoint the following people as Pest Control Officers under *The Pest Control Act* from January 1, 2013 until December 31, 2013 unless the officer's employment with the City of Regina is terminated sooner:

<u>Name</u>	<u>Position</u>
Ray Morgan	Manager, Forestry, Horticulture and Pest Control
Wade Morrow	Supervisor, Pest Management
Russell Eirich	Supervisor, Forestry
Ryan Johnson	Pest Control Officer

- (b) delegate authority to the Deputy City Manager, Community Planning and Development to appoint Bylaw Enforcement Officers pursuant to section 337 of *The Cities Act*.

2. That within 14 days of City Council passing the amendments to Bylaw 2009-71, that the City Clerk notify the Ministry of Agriculture of the appointment of the Pest Control Officers, as required by *The Pest Control Act*.

Councillor Jerry Flegel moved, AND IT WAS RESOLVED, that the recommendations of the Community and Protective Services Committee contained in the report be concurred in.

CR12-186 Reserve Changes to *The Regina Administration Bylaw* No. 2003-69 (2012-100)

Recommendation

That the City Solicitor be instructed to prepare the necessary bylaw amendments to *The Regina Administration Bylaw*, Bylaw No. 2003-69 based on the following recommendations:

1. For the Asphalt Reserve:
 - That the minimum and maximum target balances be set at \$300,000 and \$1.5 million respectively.
 - That Section 25(a) of Schedule “A” of *The Regina Administration Bylaw*, Bylaw No. 2003-69 be repealed and substituted with the following wording:
 - (a) the net revenue or expenditure for the year for the asphalt plant operations.
2. That the minimum and maximum target balances for the Employer-Provided Parking Reserve be set at \$400,000 and \$6.0 million, respectively.
3. For the Regina Police Service General Reserve:
 - That a minimum target balance of \$400,000 and a maximum target balance of \$2.0 million be set for the Regina Police Service General Reserve.
 - That the reserve provisions be amended so that:
 - the amount of net revenue or expenditure to be transferred to or from the Regina Police Service General Reserve is the difference between the Regina Police Services actual net operating revenue or expenditure and the budgeted net operating revenue or expenditure.
4. That a minimum target balance of \$100,000 and a target maximum balance of \$6.0 million be established for the Regina Police Service Radio Equipment Reserve.
5. That no target balances should be established for the Social Development Reserve at this time, as this reserve fund does not clearly lend itself to the target balance requirement.
6. That a minimum target balance of \$400,000 and maximum target balance of \$3.0 million be established for the Technology Reserve.

7. That the Asset Revitalization Reserve be amended so that, under authority of the City Manager, any transfer of any surplus interest from the reserve be limited to not more than the surplus interest previously accumulated in the reserve.

Councillor Mike O'Donnell moved, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR12-187 Proposed Uniform Assessment Rates - 2013 Local Improvement Program (2012-25 and 2012-101)

Recommendation

1. That the following uniform assessment rates for the 2013 Local Improvement Program be approved:

Type of Construction Rate	Prepaid Rate (\$) (\$ per Front Metre	Annual (\$ per Front
Metre		
Water Main	244.63	34.14
Storm Sewer	342.49	47.80
Sanitary Sewers	208.98	29.17
Combined Works	631.15	88.08
Residential Pavement (8.5m traffic width)	378.30	52.80
Residential Pavement (10.36m traffic width)	453.95	63.35
Commercial Pavement (11.00m traffic width)	675.38	94.26
Curb and Gutter	196.54	27.43
Concrete Walk (up to 1.83m width)	190.00	26.52
Concrete Walk (each additional 0.61m width)	91.74	12.80
Monolithic Walk, Curb and Gutter (up to 1.83m width)	386.52	53.94
Alley Upgrades	Prepaid Rate	Annual
	Rate	
	(\$ per Rear Metre	(\$ per Front
	Metre	
Alley Paving (residential)	324.29	45.26
Alley Paving (commercial)	378.53	52.83
Alley Lighting Installation (incl. Fixtures, poles & power source)	77.86	10.87
Alley Lighting Installation		

Note: Annual rate is based on 6.57% interest rate.

2. That the City Solicitor be requested to prepare the required uniform rates bylaw for the 2013 uniform rates using the rates and information provided for in this report.
3. That the City Solicitor be requested to amend the annual interest rate in section 5 of *The 2012 Local Improvement Uniform Rates Bylaw No. 2012-7*, from 6.74% to 6.57%, which is lower than the rate established in 2012.

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

2012-25	The 2013 Local Improvements Uniform Rates Bylaw, 2012
2012-74	The Community Services Fees Amendment Bylaw, 2012
2012-98	The Appointment and Authorization of City Officials Amendment Bylaw, 2012
2012-99	The 2012 Local Improvements Uniform Rates Amendment Bylaw, 2012
2012-100	The Regina Administration Amendment Bylaw, 2012 (No. 5)

Councillor Sharron Bryce moved, seconded by Councillor Wade Murray, AND IT WAS RESOLVED, that Bylaws No. 2012-25, 2012-74, 2012-98, 2012-99 and 2012-100 be introduced and read a first time. Bylaws read a first time.

Councillor Sharron Bryce moved, seconded by Councillor Shawn FRASER, AND IT WAS RESOLVED, that Bylaws No. 2012-25, 2012-74, 2012-98, 2012-99 and 2012-100 be read a second time. Bylaws read a second time.

Councillor Sharron Bryce moved, seconded by Councillor John Findura, that City Council hereby consents to Bylaws 2012-25, 2012-74, 2012-98, 2012-99 and 2012-100 going to third reading at this meeting.

The motion was put and declared CARRIED UNANIMOUSLY.

Councillor Sharron Bryce moved, seconded by Councillor Mike O'Donnell, AND IT WAS RESOLVED, that Bylaws 2012-25, 2012-74, 2012-98, 2012-99 and 2012-100 be read a third time. Bylaws read a third time.

Adjournment

Councillor Jerry Flegel moved, seconded by Councillor Sharron Bryce, AND IT WAS RESOLVED, that the meeting adjourn.

The meeting adjourned at 7:13 pm.

Mayor

City Clerk

January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: Application for Contract Zone Amendment (12-CZ-9) - Proposed Removal of Property
from Existing Contract Zone Agreement Lot: 6, Block 23, Plan No. DV 270, Broders
Annex Subdivision - 2023 Broder Street

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
- DECEMBER 5, 2012**

1. That the application to amend the Contract Zone agreement authorized by Bylaw No. 8663, by removing the property legally described as Lot: 6, Block: 23, Plan No. DV 270 and located at 2023 Broder Street, be APPROVED, and that the zoning of the subject property revert to its previous designation as R3 - Residential Older Neighbourhood.
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the subject Contract Zone amendment.
3. That the City Solicitor be directed to prepare the necessary bylaw to authorize the subject Contract Zone amendment, including any addenda or registration amendments related to the original agreement.

REGINA PLANNING COMMISSION – DECEMBER 5, 2012

The Commission adopted a resolution to concur in the recommendation contained in the report. Recommendation #4 does not require City Council approval

Councillors: Jerry Flegel, Shawn Fraser and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Ron Okumura, Laureen Snook and Sherry Wolf were present during consideration of this report by the Regina Planning Commission.

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

RECOMMENDATION

1. That the application to amend the Contract Zone agreement authorized by Bylaw No. 8663, by removing the property legally described as Lot: 6, Block: 23, Plan No. DV 270 and located at 2023 Broder Street, be APPROVED, and that the zoning of the subject property revert to its previous designation as R3 - Residential Older Neighbourhood.
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the subject

Contract Zone amendment.

3. That the City Solicitor be directed to prepare the necessary bylaw to authorize the subject Contract Zone amendment, including any addenda or registration amendments related to the original agreement
4. That this report be forwarded to the January 28, 2012 City Council meeting, which will allow sufficient time for advertising of the required public notice for the Contract Zone amendment.

CONCLUSION

The applicant proposes to remove the subject property from the existing contract zone agreement, which will result in its zone designation reverting back to R3 - Residential Older Neighbourhood.

The proposal will comply with the applicable regulations and standards under *Regina Zoning Bylaw No. 9250*.

BACKGROUND

An application for a contract zone amendment has been submitted, which pertains to the property at 2023 Broder Street. The applicant proposes to remove the subject property from an existing contract zone agreement.

Contract zoning is the process of rezoning land to accommodate specified uses or developments subject to conditions, terms or time limits agreed upon by the applicant and City Council.

The subject property was included in the contract zone agreement to allow for its exclusive use as off-site parking for a neighbouring commercial use. This was necessary given that the property's underlying zoning of R3 – Residential Older Neighbourhood does not contemplate parking as a principle land use.

This application is being considered pursuant to *Regina Zoning Bylaw No. 9250*, *Regina Development Plan Bylaw No. 7877 (Official Community Plan)*, and *The Planning and Development Act, 2007*.

DISCUSSION

On August 8, 1989, City Council approved *Bylaw No. 8663*, authorizing a contract zone agreement for the development of six parking stalls on the property at 2023 Broder Street and 12 stalls at 2022 Reynolds Street. These stalls were created in order to partially satisfy the parking requirements for the existing building at 639 Victoria Avenue, which was then occupied by the Romanian Cultural Club. At that time, all of the properties were under common ownership.

It is noted that while the agreement called for exclusive use of 2023 Broader for off-site parking, there was an existing detached dwelling on the property. The dwelling remains on site and is currently occupied.

In the period since the original agreement was established, the properties have changed hands and 2023 Broder Street has been sold to a separate interest. The property owner has now applied for removal of the property from the contract zone agreement, which will result in its zone designation reverting to R3 - Residential Older Neighbourhood. The existing agreement would continue to apply to the property at 2022 Reynolds Street.

According to the applicant, the subject property is rarely used to accommodate parking for the licensed restaurant/nightclub which currently operates at 639 Victoria Avenue. Further, the owner of the latter property, who also operates the restaurant/nightclub, has confirmed that its patrons do not park on the subject property and has no objections to its removal from the agreement.

The parking requirement for the restaurant/nightclub establishment is 49 stalls, based on its 243 seat capacity. The loss of the six parking stalls at 2023 Broder Street would still leave 70 parking stalls remaining for the establishment, thereby satisfying the minimum parking requirement under the Zoning Bylaw.

RECOMMENDATION IMPLICATIONS

Financial Implications

None with respect to this report.

Environmental Implications

The proposed removal of the subject property from the existing contract zone agreement will not require any physical changes to the affected properties.

Strategic Implications

None with respect to this report.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Public notification signage was posted on the subject property on August 24, 2012.

The Administration received one response by telephone relating to the public notification signage. The caller indicated overall support for the proposal.

Subject to concurrence with the recommendations contained in this report, public notice of the proposed concept plan amendments will be published in the *Leader-Post* in accordance with Section 207 of *The Planning and Development Act, 2007*. The applicant and other interested parties will receive written notification of City Council's decision.

DELEGATED AUTHORITY

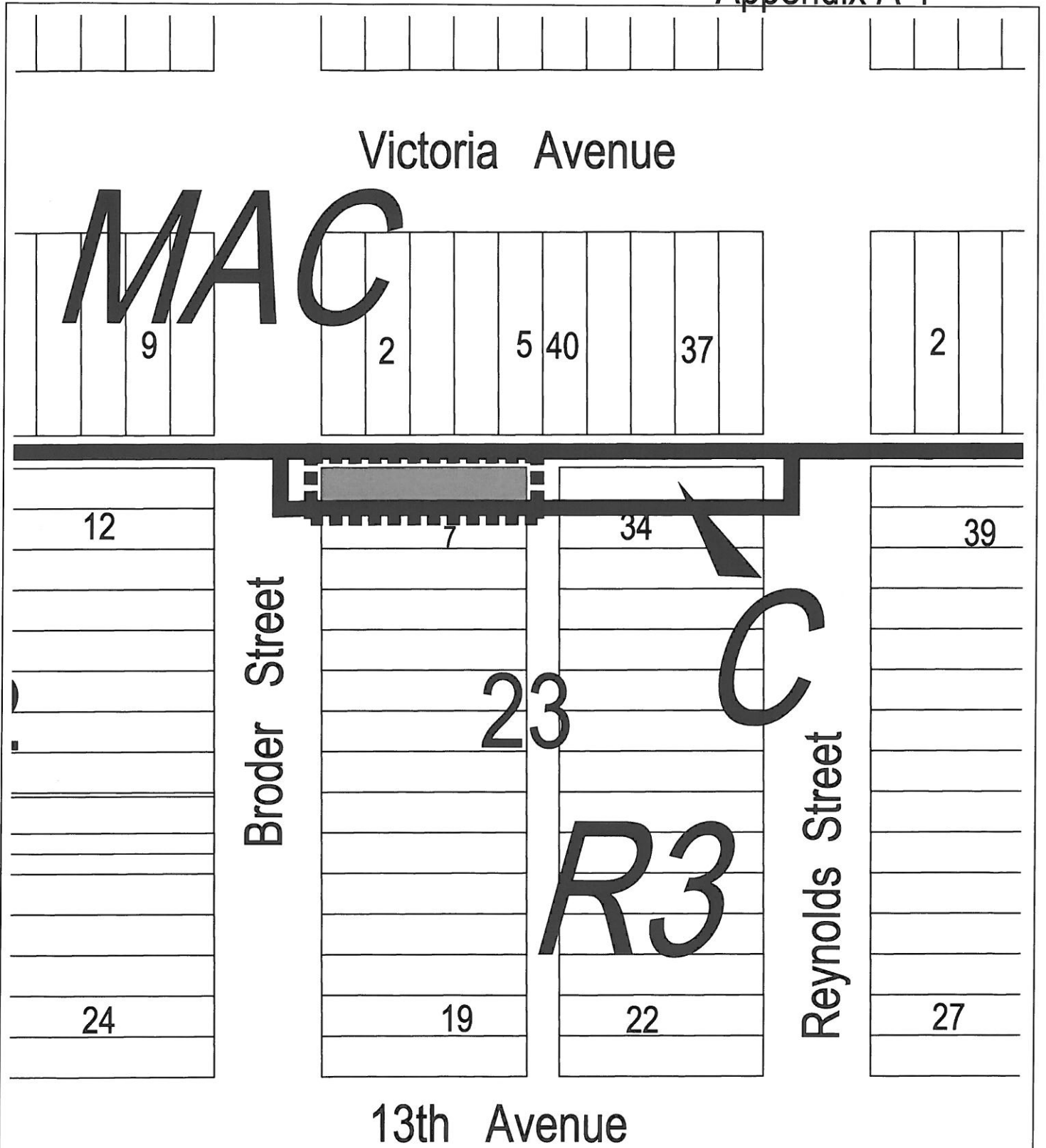
City Council's approval is required, pursuant to Section 69 of *The Planning and Development Act, 2007*.

Respectfully submitted,

REGINA PLANNING COMMISSION

A handwritten signature in cursive script that reads "Elaine Gohlke".

Elaine Gohlke, Secretary



Subject Property





Subject Property

Date of Photography : 2009



Planning Department



Project 12-CZ-9

Civic Address/Subdivision 2023 Broder Street

January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: Application for Zoning Bylaw Amendment (12-Z-23) Westhill Park Phase IV

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
- DECEMBER 5, 2012**

1. That the application to rezone proposed Lots 53-80 in Block 7, which is part of Westhill Park Phase IV, as shown on the attached proposed plan of subdivision (See appendix A 3.1) from R1 – Residential Detached to R2 – Residential Semi-Detached, be APPROVED;
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective Zoning Bylaw amendment.

REGINA PLANNING COMMISSION – DECEMBER 5, 2012

Dennis Nagel and Chad Jedlic, representing Harvard Developments, addressed the Commission.

The Commission adopted a resolution to concur in the recommendation contained in the report. Recommendation #3 does not require City Council approval.

Councillors: Jerry Flegel, Shawn Fraser and Mike O'Donnell; Commissioners: David Edwards, Phil Evans, Ron Okumura, Laureen Snook and Sherry Wolf were present during consideration of this report by the Regina Planning Commission.

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

RECOMMENDATION

1. That the application to rezone proposed Lots 53-80 in Block 7, which is part of Westhill Park Phase IV, as shown on the attached proposed plan of subdivision (See appendix A 3.1) from R1 – Residential Detached to R2 – Residential Semi-Detached, be APPROVED;
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective Zoning Bylaw amendment;
3. That this report be forwarded to the January 28, 2013 City Council meeting, which will allow sufficient time for advertising of the required public notices for the bylaw amendment.

CONCLUSION

The applicant proposes to rezone the subject properties to accommodate:

- The development of 28 units of semi-detached homes.
- The current zone is R1 – Residential Detached and the proposed zone is R2 – Residential Semi-Detached.
- The proposed rezoning is compliant with the Official Community Plan and the approved Westhill Park Concept Plan, and will introduce additional diversity to the housing stock within the neighbourhood.

BACKGROUND

A Zoning Bylaw amendment application has been submitted concerning Westhill Park Phase IV. The concept plan, which included the subject property, was previously approved by City Council on June 13, 2011.

This application is being considered pursuant to *Regina Zoning Bylaw No. 9250, Regina Development Plan Bylaw No. 7877 (Official Community Plan – OCP)*, and *The Planning and Development Act, 2007*.

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. A copy of the plan of proposed subdivision is attached for reference purposes only.

DISCUSSION

Zoning and Land Use Details

The applicant proposes to resubdivide an area of Westhill Park Phase IV that currently includes 16 detached residential lots. This area is proposed to be subdivided into 28 semi-detached residential lots. The applicant has requested rezoning from R1 – Residential Detached to R2 – Semi-Detached Residential.

Land Description	Description of Development	Proposed Zone
Lots 53-80 in Block 7	28 semi-detached lots	R2-Residential Semi-Detached

Surrounding Land Uses:			
North: Planned detached dwellings	South: Wascana Creek and the Joanne Goulet Golf Course	East: Low density residential within the Westhill Park subdivision	West: Agricultural uses within the R.M. of Sherwood

The proposed development is consistent with the purpose and intent of the R2 – Residential Semi-Detached zone with respect to lot area and dimensions. The proposal adds 12 additional dwelling units to the total proposed in the Westhill Park Phase IV Extension Concept Plan, approved by City Council on June 13, 2011. This increases the density of Phase IV to 20.72 units per hectare from 19.92 units per hectare, which complies with the density requirement of up to 25 units per hectare identified in the approved concept plan.

Transit service is currently being provided along Sherwood Drive, Herman Crescent and Hincks Lane which is within the 360 metre walk distance guideline to a transit route.

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 proposal is consistent with the policies contained within Part A: Policy Plan of *Regina Development Plan, Bylaw No. 7877 (Official Community Plan)* with respect to:

- *Public Transit* (Section 6.10) – Transit services should be introduced early in the development, anticipating developing demand and staging increased service accordingly.
- *Housing Objectives* (Section 7.1) – To accommodate the demand for a variety of housing types throughout the city.
- *Housing Objectives* (Section 7.1) – To promote the development of sustainable suburban neighbourhoods.

Transit is being provided within the Westhill Park Phase IV subdivision. Semi-detached homes will add to housing choices available within the Westhill Park subdivision. Smaller lots allow more efficient use of space and resources.

The proposal is also consistent with the policies contained in Part C: Northwest Sector Plan, of the OCP with respect to staged and sequential growth.

Strategic Implications

The proposal is consistent with City policy frameworks pertaining to growth management and community development strategies.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

The subject lands were signposted on October 9, 2012.

Subject to concurrence with the recommendations contained in this report, public notice of the proposed zoning amendment will be published in the *Leader-Post* December 29, 2012 and January 5, 2013 in accordance with Section 207 of *The Planning and Development Act, 2007*. The applicant and other interested parties will receive written notification of City Council's decision.

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, Secretary

The map displays a complex arrangement of land parcels and roads. Key features include:

- Streets:** Archer Lane, Hincks Lane, Sherwood Drive, Barootes Way, Kestral Drive, Shiloh Road, Traubner Road, Eagle Place, and Thurston Bay.
- Zoning Designations:** DCD-12, R1, PS MR2, PS, and FW.
- Shaded Area:** A large area at the bottom is shaded gray and labeled PS.
- Lot Numbers:** Numerous individual lots are numbered throughout the map.
- Water Bodies:** Several areas are labeled as water, including a large one at the top and smaller ones along the bottom.

NE 32-17-20-W.2



Subject Property



City of Regina

Planning Department

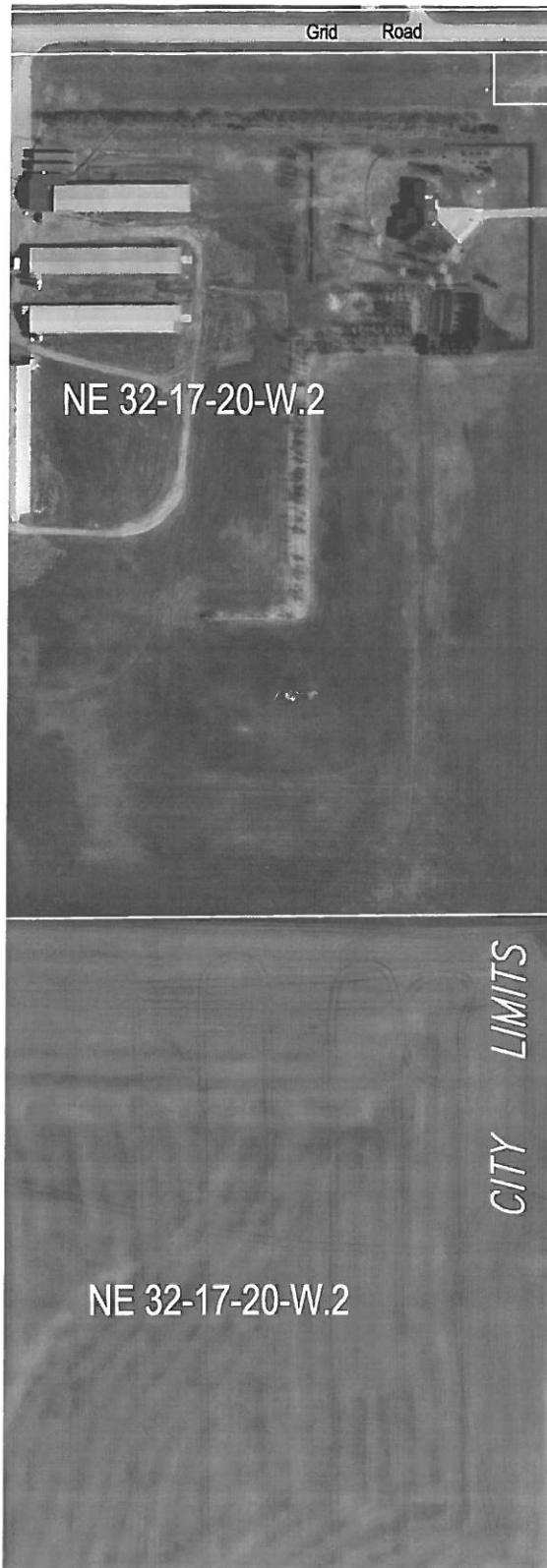
Project 12-Z-23
12-SN-48

Civic Address/Subdivision

Edgewater Stage 2
R1 to R2 Westhill Park



Appendix A-2



Subject Property

Date of Photography : 2009



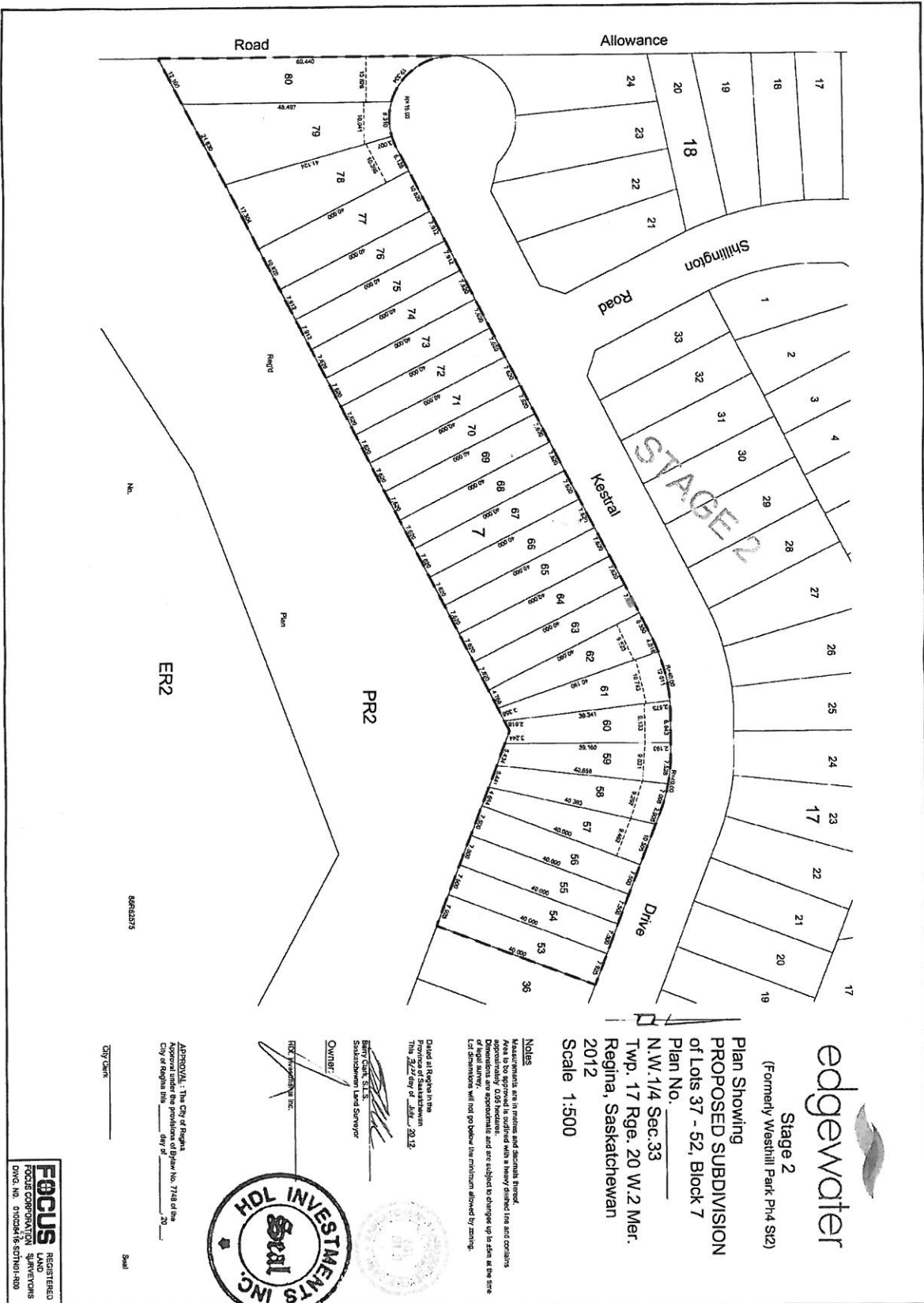
Planning Department



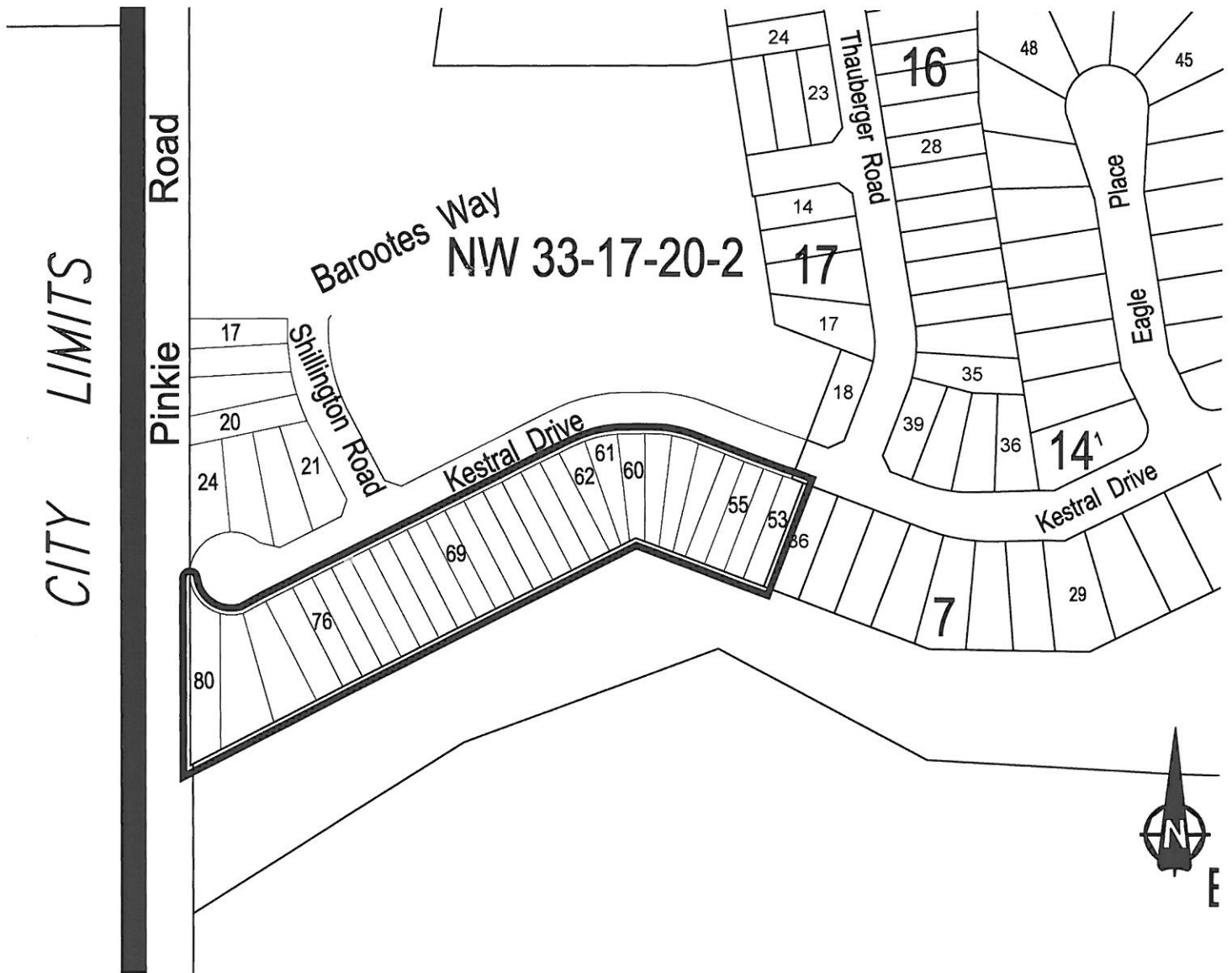
Project 12-Z-23
12-SN-48

Edgewater Stage 2
Civic Address/Subdivision R1 to R2 Westhill Park

Appendix A-3



Appendix A-3.1



BYLAW NO. 2013-1

THE REGINA ZONING AMENDMENT BYLAW, 2013

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. 2091) is amended as it pertains to the properties as shown on attached Appendix "A" and legally described and being rezoned as followed:

Land Description: **Proposed Lots 53-80 in Block 7 being a portion of NW ¼ Sec 33, Twp 17, Rge 20 W2nd Meridian**

Civic Address: N/A

Current Zoning: **R1 – Residential Detached**

Proposed Zoning: **R2 – Residential Semi-Detached**

- 3 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 28th DAY OF JANUARY 2013

READ A SECOND TIME THIS 28th DAY OF JANUARY 2013

READ A THIRD TIME AND PASSED THIS 28th DAY OF JANUARY 2013

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

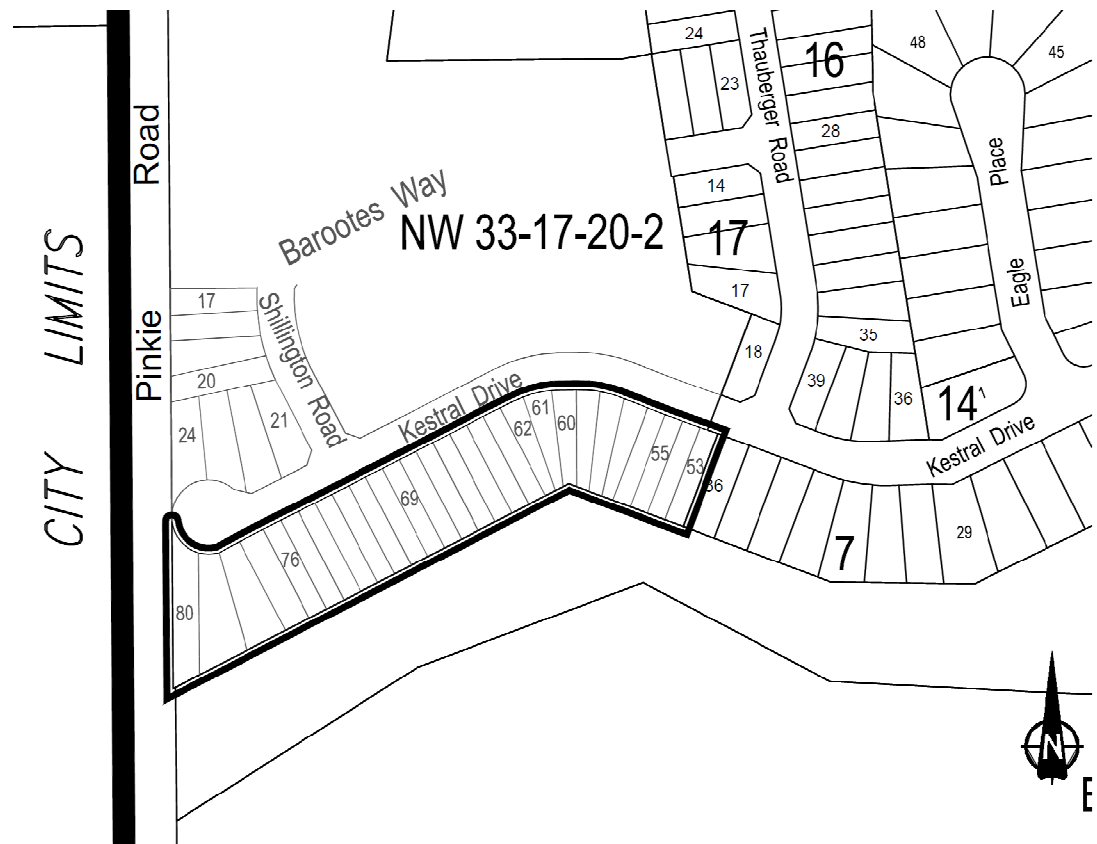
City Clerk

Approved as to form this _____ day of _____, 2013.

City Solicitor

Appendix "A"

Project: 12-Z-23



ABSTRACT

BYLAW NO. 2013-1

THE REGINA ZONING AMENDMENT BYLAW, 2012 (No. 39)

PURPOSE:	To amend <i>Regina Zoning Bylaw No. 9250</i> .
ABSTRACT:	The proposed zoning bylaw amendment to rezone Lots 53-80 in Block 7 is to accommodate the development of 28 semi-detached housing units.
STATUTORY AUTHORITY:	Section 69 of <i>The Planning and Development Act, 2007</i>
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of <i>The Planning and Development Act, 2007</i>
PUBLIC NOTICE:	Required, pursuant to section 207 of <i>The Planning and Development Act, 2007</i>
REFERENCE:	Regina Planning Commission Meeting December 5, 2012 RPC12-81
AMENDS/REPEALS:	Amends <i>Regina Zoning Bylaw No. 9250</i> .
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning and Sustainability Department Community Planning and Development

BYLAW NO. 2013-2

THE REGINA ZONING AMENDMENT BYLAW, 2013 (No. 2)

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. 3687) is amended as it pertains to the property shown on attached Appendix "A" and legally described and being rezoned as followed:

**Land Description: Surface Parcel #107039336
Lot 6, Block 23, Plan No. DV270, Extension 0**

Civic Address: 2023 Broder Street

Current Zoning: C - Contract

Proposed Zoning: R3 – Residential Older Neighbourhood
- 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 28th DAY OF JANUARY 2013

READ A SECOND TIME THIS 28th DAY OF JANUARY 2013

READ A THIRD TIME AND PASSED THIS 28th DAY OF JANUARY 2013

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

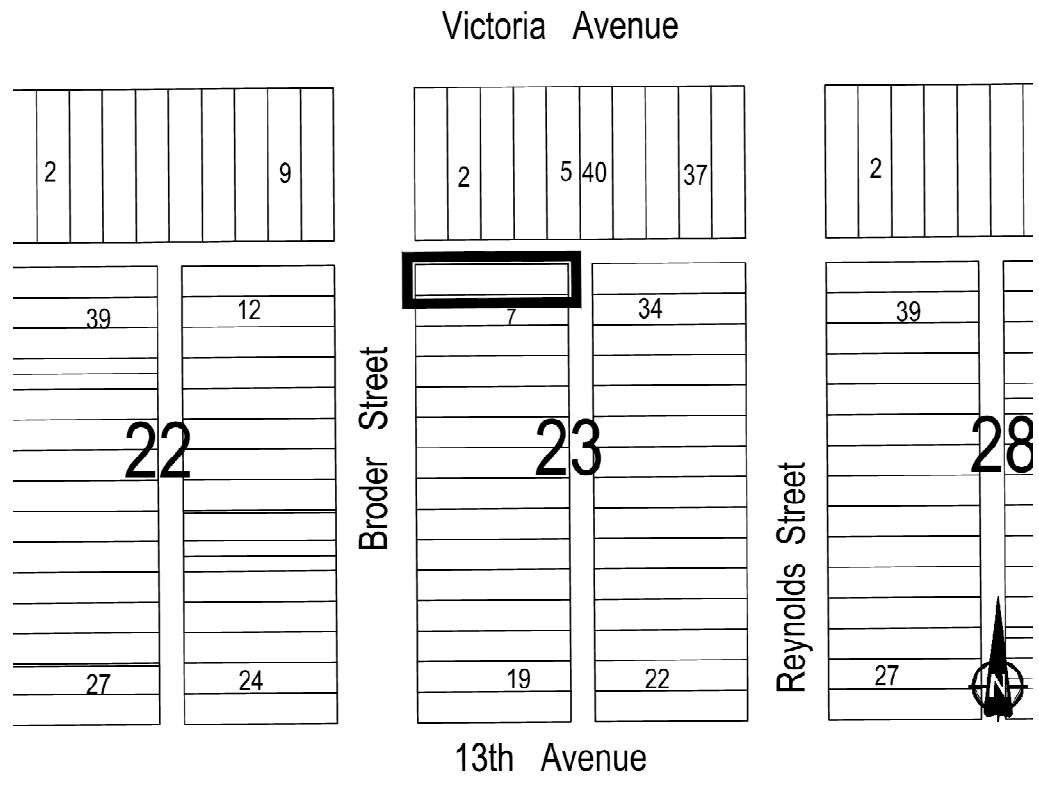
City Clerk

Approved as to form this _____ day of _____
2013.

City Solicitor

Appendix "A"

Project: 12-CZ-9



SCHEDULE "B"

ADDENDUM No. 1

Dated for reference the ____ day of December, 2012

This is the first written addendum to an Agreement dated the 15th day of August, 1988 between the City of Regina (the "City") and The Romanian Canadian Cultural Club (now 639 Victoria Avenue Properties Inc.) in relation to contract zoning of certain property in the city of Regina (the "Agreement").

THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. The second recital of the Agreement is amended to read as follows:

"AND WHEREAS the applicant has applied to the City to have the lands owned by it, legally described as:

Surface parcel #107039325.

Reference Legal Description: Lot 35, Block 23 Plan No DV270 Extension)

As described on Certificate of Title 97R67932

(hereinafter referred to as the "lands and buildings")

which lands and buildings are civically known as 2022 Reynolds Street, rezoned from R3 – Residential Older Neighbourhood to C – Contract Zone to permit the carrying out of a proposal as described in Schedule "A" attached hereto and forming part of this agreement.

2. The Parties each affirm that the Agreement and Addendum No. 1 shall hereafter be read together and construed as one document.
3. The Parties each affirm the terms of each of the Agreement, this Addendum No. 1 and except and only subject to the amendments herein contained, the Agreement (as modified by Addendum No.1) remains in all respects the same, continues in full force and effect, and is hereby ratified and confirmed.

IN WITNESS WHEREOF the parties have executed this addendum:

CITY OF REGINA

{seal}

Per: _____
City Clerk

639 VICTORIA AVENUE PROPERTIES INC.

{seal}

Per: _____

ABSTRACT

BYLAW NO. 2013-2

THE REGINA ZONING AMENDMENT BYLAW, 2013 (No. 2)

PURPOSE:	To amend <i>Regina Zoning Bylaw No. 9250</i> .
ABSTRACT:	The proposed zoning bylaw amendment will remove the subject property from an existing contract zone agreement. Since the original agreement was established, the properties included in the agreement have changed hands and 2023 Broder Street has been sold to a separate interest which wishes to have the property's zoning reverted to R3.
STATUTORY AUTHORITY:	Section 69 of <i>The Planning and Development Act, 2007</i>
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of <i>The Planning and Development Act, 2007</i>
PUBLIC NOTICE:	Required, pursuant to section 207 of <i>The Planning and Development Act, 2007</i>
REFERENCE:	Regina Planning Commission Meeting September 13, 2012 RPC12-72 and September 26, 2012 RPC12-77
AMENDS/REPEALS:	Amends <i>Regina Zoning Bylaw No. 9250</i> .
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning Department Community Planning and Development

January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: Application for Lane Closure (11-CL-2) Lane in Block 23, Plan No. F1625 Eastern
Annex Subdivision

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
- JANUARY 16, 2013**

1. That the application to permanently close the north-south lane within Block 23, between Wallace and Atkinson Street and south of 7th Avenue, and described as:
“All that portion of North South Lane in Block 23, Reg’d Plan No. F1625 in Regina, Saskatchewan” shown on the Plan of Proposed Subdivision, prepared by W.W. Stockton, S.L.S. and dated November 23, 2010 (also designated as Plan: F.A.5033 Block: K Lot: (MTO F.F.2435)) be APPROVED;
2. That the City Solicitor be directed to prepare the necessary bylaw to enact the above-referenced lane closure.

REGINA PLANNING COMMISSION – JANUARY 16, 2013

The Commission adopted a resolution to concur in the recommendation contained in the report. Recommendation #3 does not require City Council approval.

Councillors: Jerry Flegel, Shawn Fraser and Mike O’Donnell; Commissioners: Phil Evans, Ron Okumura, Phil Selenski, Laureen Snook and Sherry Wolf were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on January 16, 2013, considered the following report from the Administration:

RECOMMENDATION

1. That the application to permanently close the north-south lane within Block 23, between Wallace and Atkinson Street and south of 7th Avenue, and described as:
“All that portion of North South Lane in Block 23, Reg’d Plan No. F1625 in Regina, Saskatchewan” shown on the Plan of Proposed Subdivision, prepared by W.W. Stockton, S.L.S. and dated November 23, 2010 (also designated as Plan: F.A.5033 Block: K Lot: (MTO F.F.2435)) be APPROVED;
2. That the City Solicitor be directed to prepare the necessary bylaw to enact the above-referenced lane closure; and

3. That this report be forwarded to the January 28, 2013 City Council meeting.

CONCLUSION

The applicant (i.e. the City's Real Estate Branch) proposes to legally close the north-south lane within Block 23. The closed lane will be subdivided and sold to adjacent property owners who are already using the space for storage. The lane is not required for legal access to the adjacent properties and is not needed for traffic circulation.

BACKGROUND

On June 13, 2012 Regina Planning Commission considered Report RPC12-43 which concerned the closure of the east-west lane in Block 23 Registered Plan No. F1625. The lane was formally closed by Bylaw 2012-54 approved by City Council on June 25, 2012.

The original application for lane closure had included a parcel of land, identified as a lane by the applicant, which was orientated north-south mid block. Through the review process it was thought that the north-south parcel was a rail spur and therefore did not require closure. It has now been determined that the land is indeed a lane and formal closure by City Council's approval of a bylaw is required.

The subject land is within the boundaries of the Eastview Community Association and located in the Eastern Annex Subdivision.

The application is being considered pursuant to *Regina Zoning Bylaw No. 9250, Development Plan Bylaw No. 7877*, and *The Cities Act*.

DISCUSSION

The Applicant's Proposal

The applicant (i.e. the City's Real Estate Branch) made application to legally close all of the lanes within Block 23 between Wallace and Atkinson Street and south of 7th Avenue in 2011. At the time the application was being considered, the land that was referred to as the north-south lane was considered to be a former rail spur. Closure is not required for rail spurs as they are not a dedicated right-of-way. As a result, only the east-west lane was closed by Bylaw 2012-54.

The plan of proposed subdivision to divide and consolidate the closed lane and the land that was considered to be a rail spur could not be registered as it was determined that the north-south land was indeed a lane which required closure. Subsequent review of a plan prepared in 1947 indicated that the land in question was a lane that a rail spur had been built on.

The north-south lane does not function as a public right-of-way and is currently used for storage by the adjacent property owners.

Portions of the land (encompassing both of the lanes in Block 23) will be sold to the owners of the four adjacent properties, with which the respective portions will be consolidated to create Lots A, B1, C, and D as shown on the attached plan of proposed subdivision. Subdivision approval authority has been delegated to the Administration in accordance with Bylaw No.

2003-3. The proposed subdivision meets the minimum lot area and lot frontage requirements of *Regina Zoning Bylaw No. 9250*.

Proposed Lots A, B1, C and D are currently zoned IA – Light Industrial. Surrounding land uses include residential occupancies to the north and east, and a variety of industrial uses to the west and south.

RECOMMENDATION IMPLICATIONS

Financial Implications

The total sale price for all of the closed lanes is \$37,976. The payment is to be shared proportionately by the four adjacent property owners. Consolidation of the lane into the adjacent properties will result in a modest increase in the property tax assessment attributable to each of the property owners. The closure of the lane will also reduce maintenance costs for the City.

Environmental Implications

None with respect to this report.

Strategic Implications

The proposed lane closure and sale responds to the City's strategic priority of managing growth and community development, through the optimization of existing infrastructure capacity.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Community Input

The initial closure application was circulated to the Central Zone Board and the Eastview Community Association. Comments were not received from either organization. A re-circulation was not deemed to be necessary as the original circulation had included information on the closure of both the east-west and north-south lanes.

Government Agencies

In accordance with clause 13 (1.1)(a) of *The Cities Act*, the Administration is not required to obtain the written consent of the Ministry of Highways and Infrastructure for the proposed lane closure.

The original application was circulated to the Public and Separate School Boards for review and comment. Both boards had no concerns.

Public Notice for Related Bylaw

Public notice of the bylaw to authorize closure of the north-south lane will be published in the *Leader-Post* on January 19, 2013, in accordance with Section 81 of *The Cities Act* and *The Public Notice Policy Bylaw*. This will allow for consideration of the bylaw by City Council at its meeting on January 28, 2013. The notice will also be posted on the City's website and on the public notice bulletin board at City Hall.

DELEGATED AUTHORITY

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

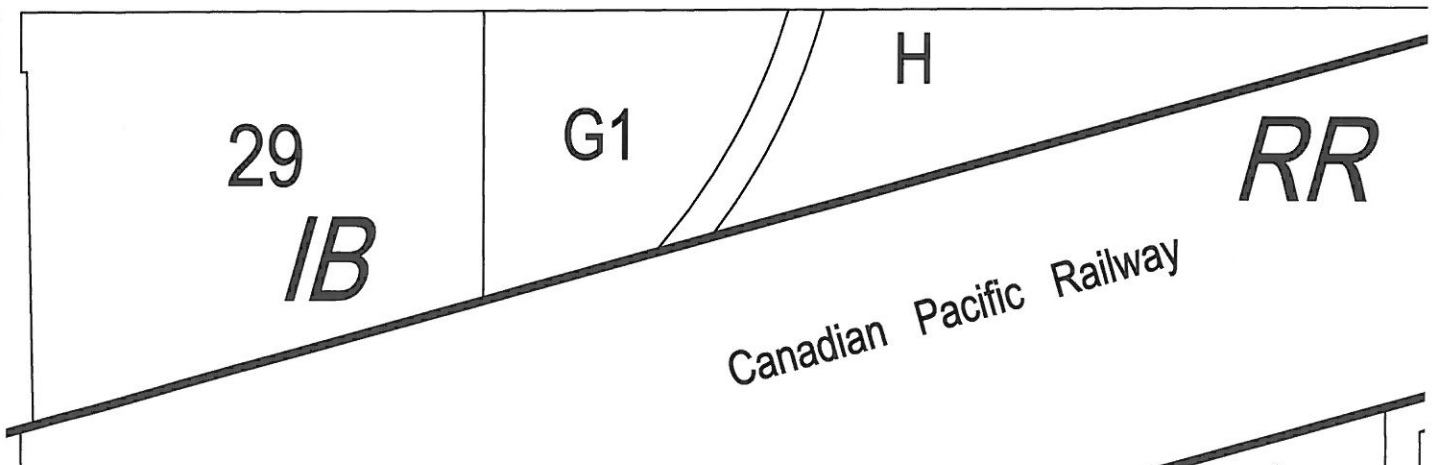
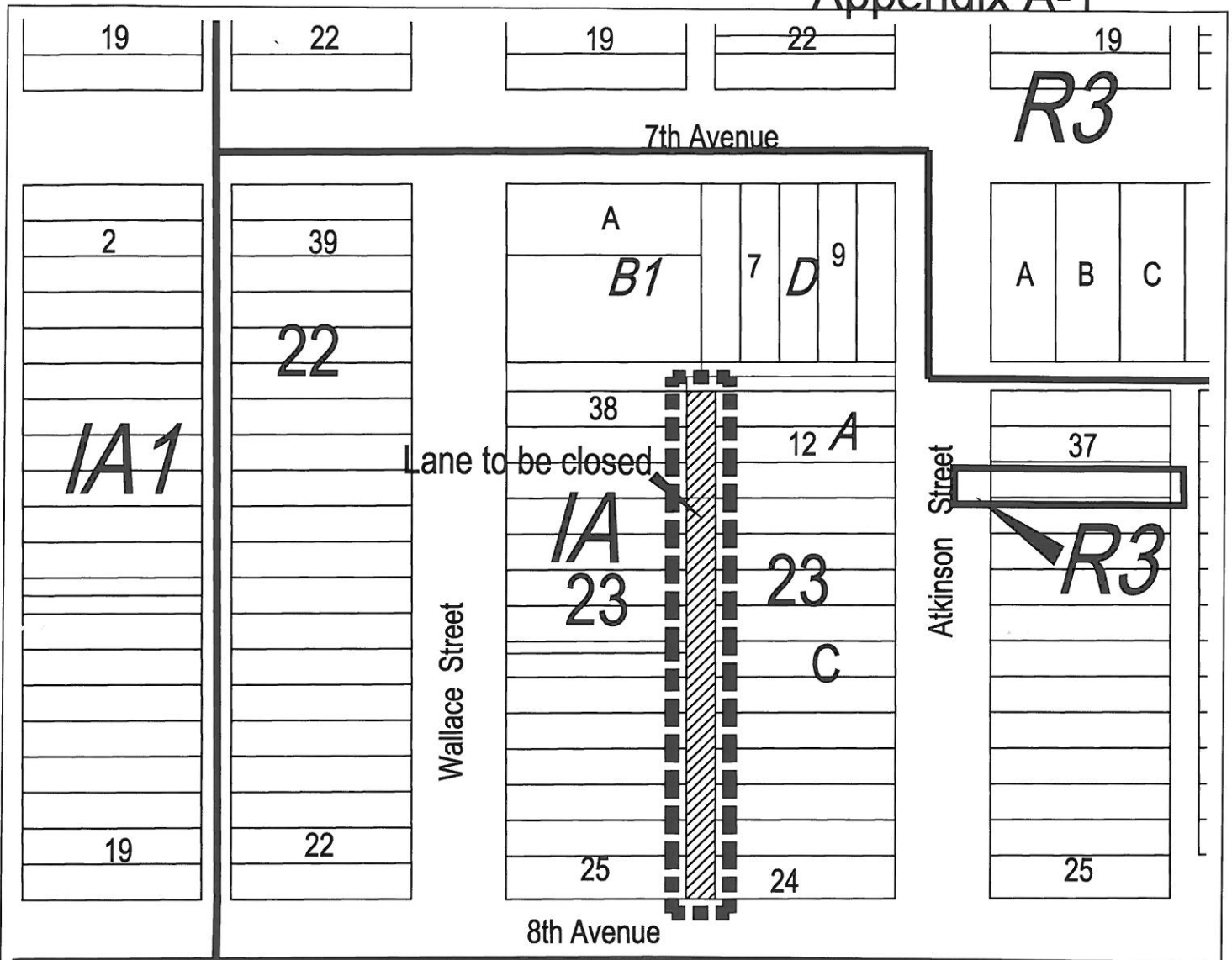
Respectfully submitted,


REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

Appendix A-1



 Subject Property



City of Regina

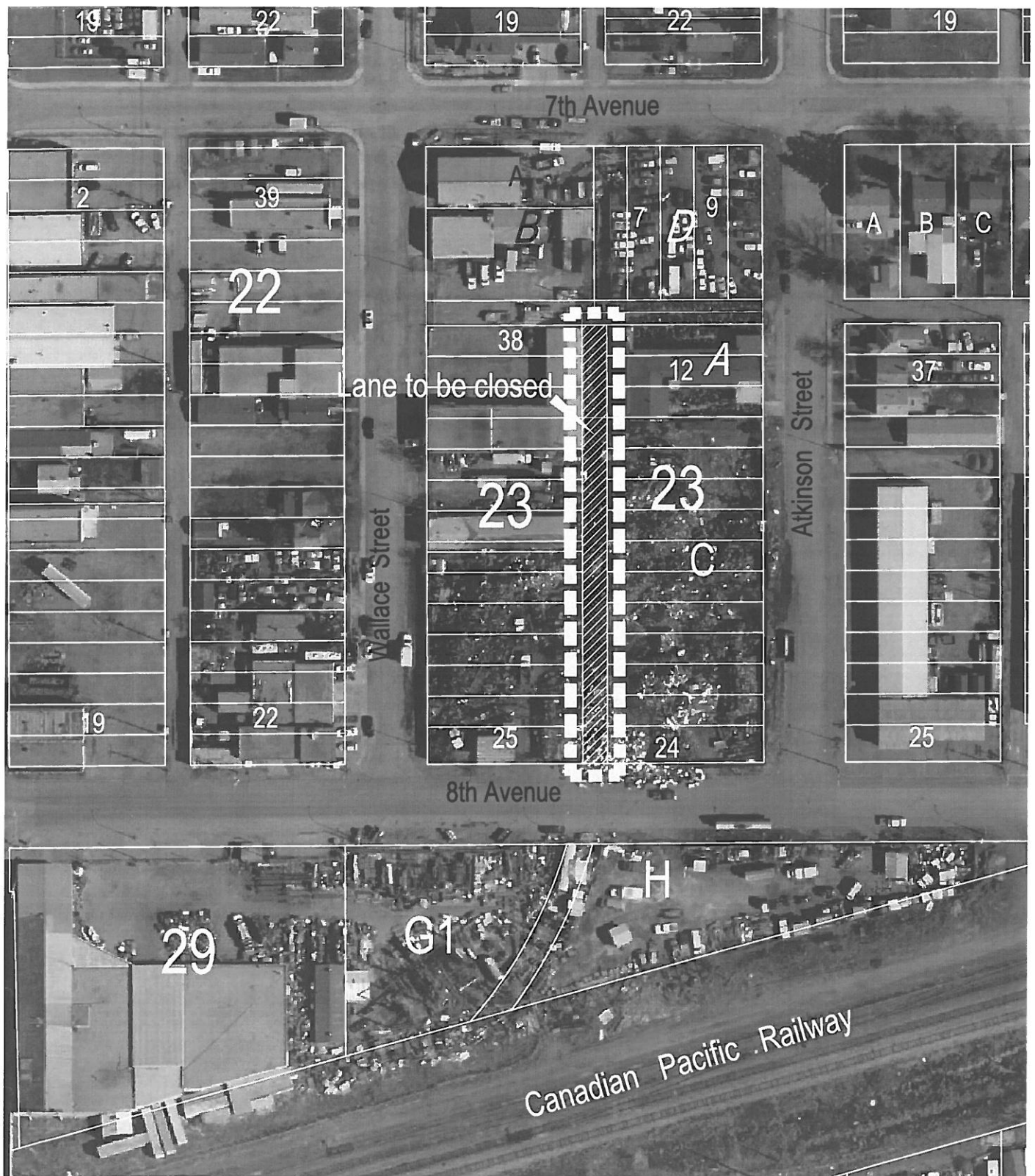
Planning Department

Project 11-CL-2
11-SN-17

Civic Address/Subdivision

Subdivision of Parcels B, Lots 6 to 24
Inclusive and the lanes in Block 23
Plan F1625





Subject Property

Date of Photography : 2009

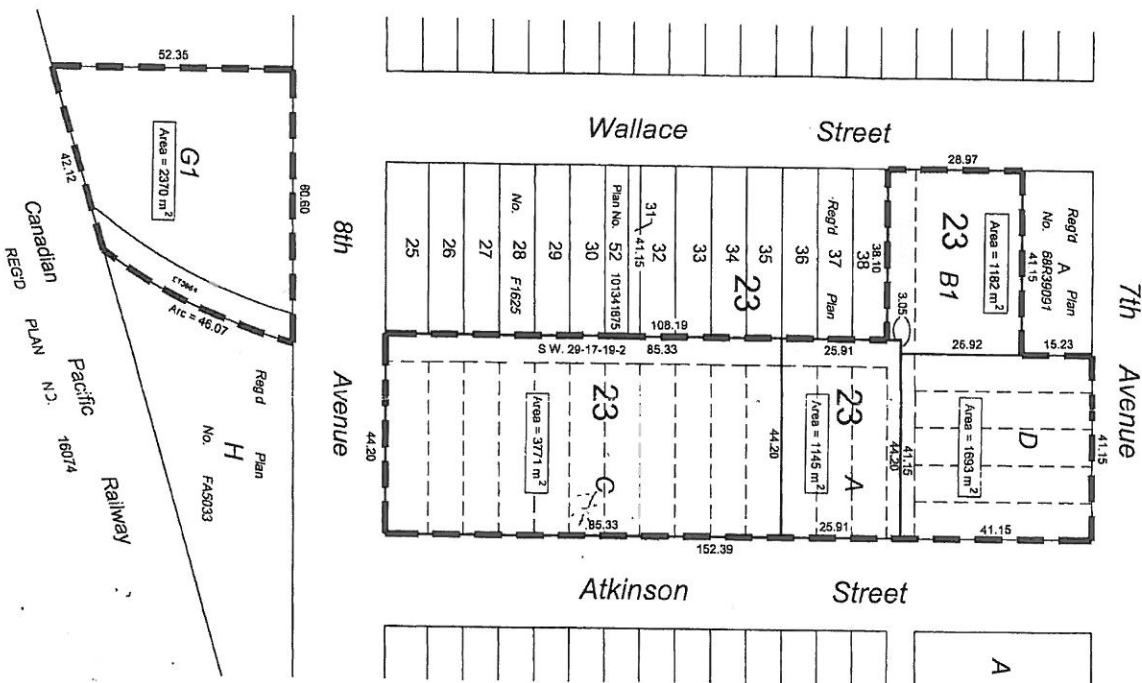


Planning Department



Project 11-CL-2
11-SN-17

Civic Address/Subdivision Subdivision of Parcels B, Lots 6 to 24
Inclusive and the lanes in Block 23
Plan F1625



Owners:

Bernard Gross, Peter Gross, Robert Stevenson

Pittsford

Alfred

Dring

4432860 Canada Inc.



Regina Motorcycle Salvage Ltd

52

580661 Saskatchewan Ltd.

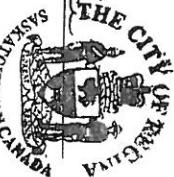
all of them

Queer City Terminals Ltd.

Alf James

City of Regina

City Clerk



PLAN OF PROPOSED SUBDIVISION
SHOWING SUBDIVISION OF
PARCELS G AND K, PLAN NO. FA5033
PARCEL B IN BLOCK 23, PLAN NO. 68R39097
LOTS 8 TO 24 INCLUSIVE
IN BLOCK 23, PLAN NO. F1625
AND LINES IN BLOCK 23
PLAN NO. F1625
REGINA, SASKATCHEWAN
2010
SCALE 1 : 1000

Parcel No.	Parcel Area	Lane Area Received
A	1145 m ² 12325 f ²	292.7 m ² 3151 f ²
B ¹	1182 m ² 12723 f ²	241.5 m ² 2600 f ²
C	3771 m ² 40592 f ²	520.2 m ² 5599 f ²
D	1693 m ² 18224 f ²	125.5 m ² 1351 f ²
61	3970 m² 42654 f²	2099.9 m² 2249 f²

CITY OF REGINA APPROVAL

The subdivision proposed herein outlined in a bold dashed line is approved under the provisions of Bylaw No. 7748-LA-GB4 of The City of Regina.

Dated this _____ day of _____, A.D. 2010

City Clerk

NOTE:

Measurements are in metres and decimals thereof.
 Plans to be closed shaded thus:

Portions to be Approved are outlined in a bold dashed line and contain 1.016 ha. (2.51 acs.)

Saskatchewan Land Surveyors

Date _____

File: 10R223



Fuaro

BYLAW NO. 2013-3

A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF THE NORTH SOUTH
LANE IN BLOCK 23, PLAN NO. F1625 NORTH OF 8TH AVENUE, 2013

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

WHEREAS:

The Council of the City of Regina has determined that a certain portion of an existing public lane are no longer needed for use by the travelling public and deems it expedient to close and sell the identified portion of that lane 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 January 19, 2013;

THEREFORE THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1. The lanes described as follows are closed and may be sold:

All that portion of the North/South Lane in Block 23, Plan No. F1625, north of 8th Avenue 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 28th DAY OF JANUARY 2013

READ A SECOND TIME THIS 28th DAY OF JANUARY 2013

READ A THIRD TIME AND PASSED THIS 28th DAY OF JANUARY 2013

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Approved as to form this _____ day of _____, 2013.

City Solicitor

ABSTRACT

BYLAW NO. 2013-3

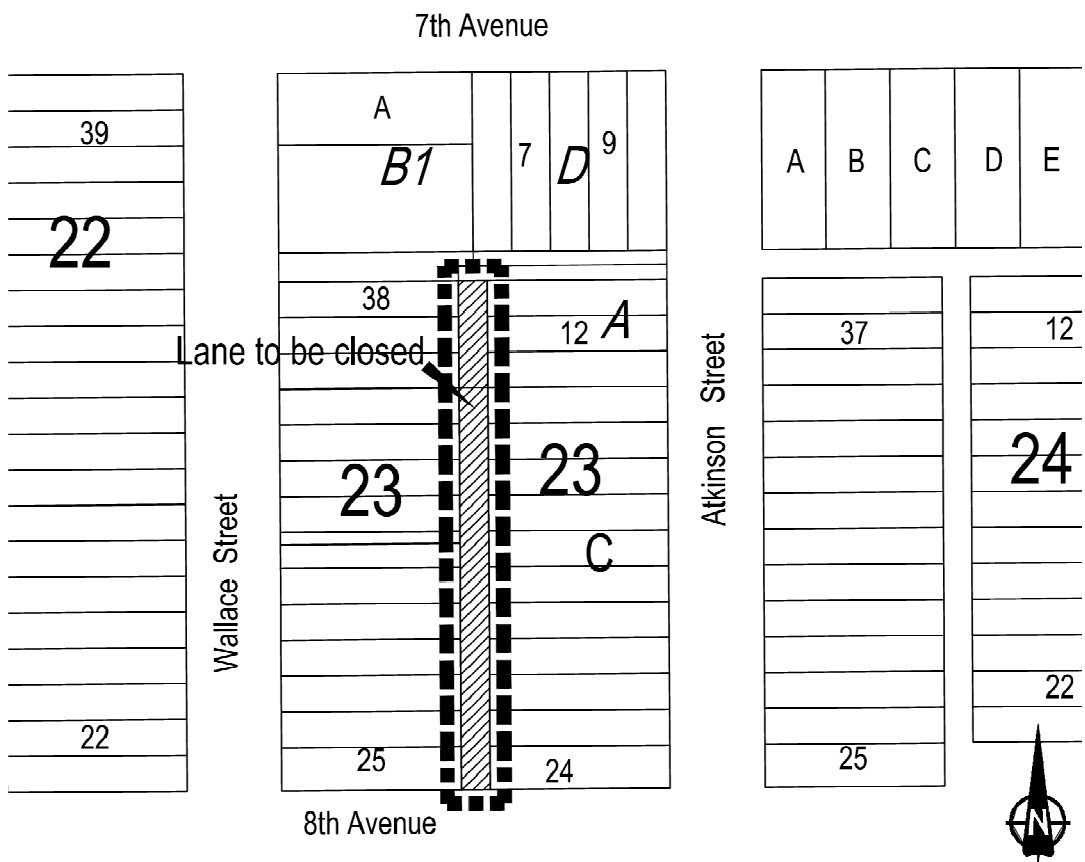
A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF THE NORTH SOUTH
LANE IN BLOCK 23, PLAN NO. F1625 NORTH OF 8TH AVENUE, 2013

PURPOSE:	To close and permit the sale of the public north/south lane in Block 23, Plan No. F1625 between Wallace and Atkinson Streets north of 8 th Avenue.
ABSTRACT:	The lanes proposed to be closed are to be sold to the owners of the property adjacent to the closed lane.
STATUTORY AUTHORITY:	Section 13 of <i>The Cities Act</i>
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Yes
PUBLIC NOTICE:	Required pursuant to subsection 13(6) of <i>The Cities Act</i>
REFERENCE:	Regina Planning Commission Meeting January 16, 2013, RPC13-4
AMENDS/REPEALS:	N/A
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning Department Community Planning and Development

SCHEDULE "A"

Bylaw 2013-3

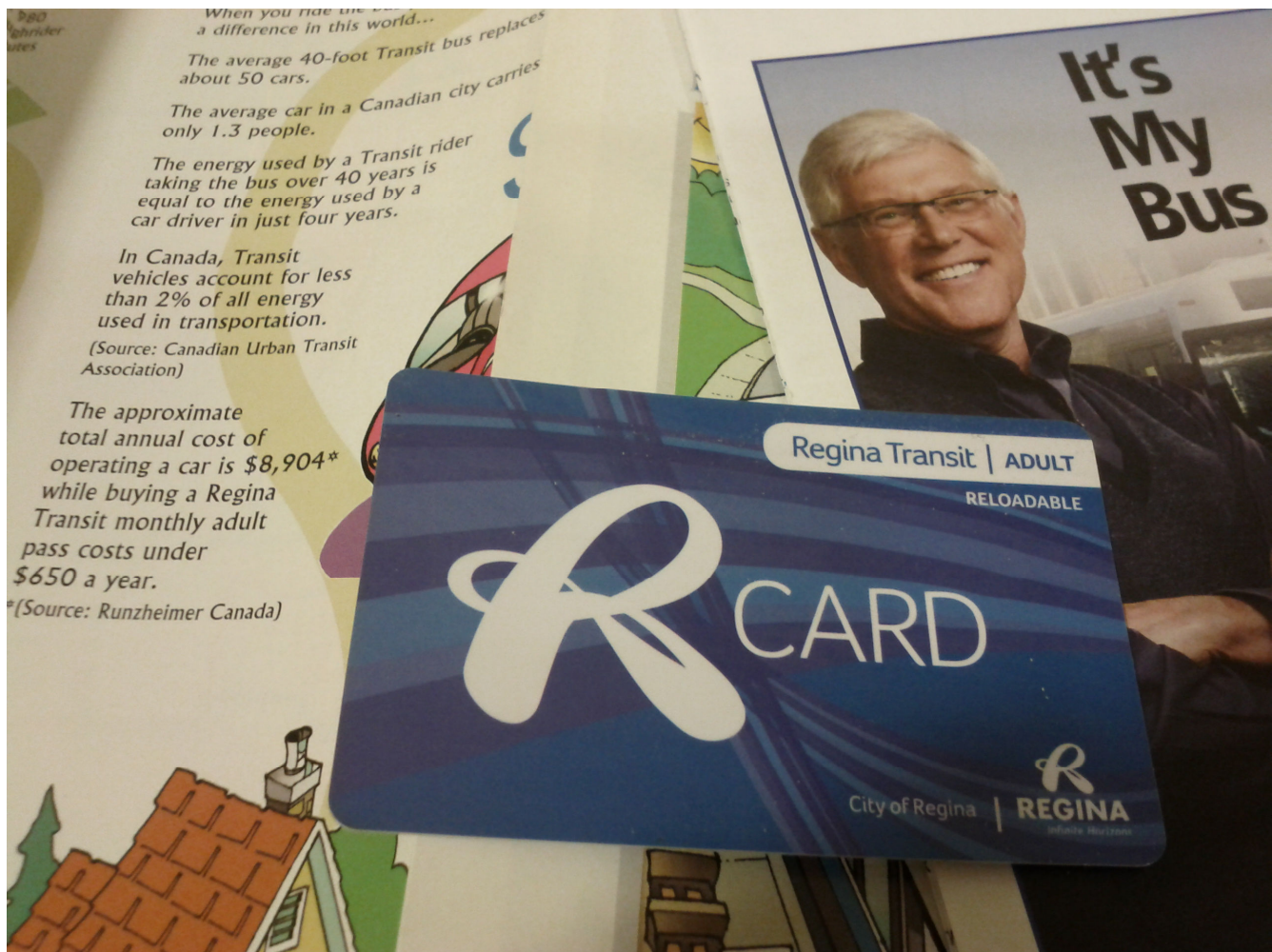
Project 11-CL-2:



Dear Mr. Mayor and City Councillors:

I'm here to speak in regard to the City budget, and what expenses are planned. I'd like to encourage the City of Regina to plan on investing more into Regina Transit and Para-Transit. It is vital for so many of Council's objectives that we quickly improve the desirability of public transportation. Downtown & UofR parking congestion/cost, increased Downtown economic activity/presence, and rush-hour traffic congestion cannot be solved by any other practical means other than encouraging use of alternatives to private vehicles.

I'm pleased to see a Regina Transit route review has just been completed, and has adopted some of the suggestions gathered during the Design Regina consultations, and the Transportation Master Plan open houses at various shopping malls.



-Photo by John Klein (Creative Commons – free for attributed non-commercial reuse)

<http://www.regina.ca/residents/transit-services/route-review/index.html>

The website leaves off several key suggestions, however. I'll list them here with some proposed by the City already, and explain why each is important if asked.

You have the opportunity to implement through Transit Regina some of these following ideas that can vastly improve Regina's public transportation system.

- **More frequent stop times after 9PM for routes serving major streets.**
- **Sundays and Holidays use the Saturday routes and schedule.**
- **Express routes on major roads including but not limited to Albert St., Broad St., Victoria Ave. & E., Dewdney Ave., and Rochdale Blvd. Where possible, bus-only lanes will be created, and strictly enforced to reduce Transit delays.**
- **Enough Para-Transit resources made available to reduce by half or more, the 2011 monthly average number of stranded users requesting service, no later than by the end of 2013.**
- **Bus or Shuttle service to the Regina #YQR Airport.**
- **R-Card reloadable through online payment system and direct debit.**
- **Daily passes purchasable on buses, printed with the cash payment transfer system and implemented by July 2013.**
- **Heated shelters at major stops, in Winter months.**

It's admirable that our City's route improvement plan thus far aims to not increase costs in delivery, yet that's an unrealistic objective if we sincerely want a vastly improved system for most Regina residents. We are presently getting what we pay for, and even dedicated users have harsh, constructive criticism to share. I will be appearing again to present research that supports this claim. You can also view a recent news report that lists some of the concerns with present service levels.

<http://regina.ctvnews.ca/video?clipId=850234>

Among the pending research will be a petition of Regina electors who will attest to wanting at least some of the improvements suggested above, as early as this year. If you provide more service, then vastly more than the typical 4% of commuting trips will be by bus. Over 82% of commuting trips are by single occupant private vehicle in Regina. As our population grows, we have no space for these new occupants to park on their streets or Downtown, and no room in our atmosphere for growing pollution either.

Obviously not all of the improvements suggested above would require significant additional expense, while most will generate improved health, and savings to taxpayers at all levels of government.

Thank you for your time, and I look forward to your questions.

John Klein
www.johnklein.ca

January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: Transit Route Review – Proposed Conventional Route Changes

**RECOMMENDATION OF THE COMMUNITY AND PROTECTIVE SERVICES
COMMITTEE
- JANUARY 23, 2013**

That this report be received and filed.

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE – JANUARY 23, 2013

Jamie MacKenzie addressed the Committee.

The Committee adopted a resolution to concur in the recommendation contained in the report after removing “As there are no additional resources, this system will not be achievable for many decades” from Conclusion 1).

Councillors: Jerry Flegel, John Findura, Mike O'Donnell, Shawn Fraser and Barbara Young were present during consideration of this report by the Community and Protective Services Committee.

The Community and Protective Services Committee, at its meeting held on January 23, 2013, considered the following report from the administration:

RECOMMENDATION

That this report be forwarded to City Council for information.

CONCLUSION

The Transit Investment Plan (TIP) recommended a routing system that includes more direct routes to key destinations (including express routes). This includes routes travelling in a direct path to key destinations from other outlying destinations. Local or community routes can feed residential passengers into these outlying destinations so passengers can transfer to travel to other key destinations (such as downtown or the University) on a base or express route.

In conjunction with the Transit Service and Performance Standards and passenger information collected from the new farebox system, the attached proposed routes will be taken to the public for consideration and input in January 2013. There are two system maps for consideration.

- 1) The desired future state of the transit system – The desired future state of the transit system includes improving headways on all base routes to 15 minutes in peak times,

covering all areas of the City and increasing ridership. This system requires significant capital and operating funding and will be a system type to aspire to.

- 2) Changes for July 2013 – The changes proposed for July 2013 will provide a better way of using existing resources that will reduce travel times, provide services to areas of the City that do not have service, and increase ridership and revenues. This revised route structure will be implemented within existing resources and would not require additional investment.

The Administration will return to the Community and Protective Services Committee in April with the final recommendations for changes, for implementation in July 2013.

BACKGROUND

The Transit Investment Plan was completed in 2009 by consultant AECOM. There were many recommendations in the TIP, with one of them being adjustments to the route structure.

Furthermore, within the route review initiative, there were five main objectives when it came to providing service:

- 1) More Direct Service (Reduced Travel Time) – Transit should be competitive in travel times with the private automobile. To do this, routes should be straightened and direct, limited-stop routes (Express routes) that connect key nodes should be added. The service model that is recommended in the TIP includes implementing community or local routes that bring passengers from outlying residential areas to a node where they can transfer for a direct trip to the downtown or other destinations.
- 2) New Services – There are residential neighbourhoods in the City that have no transit services at all. Community routes should be added in these new areas to ensure all areas of the City have access to transit services. Areas such as the Science Centre and the Airport require regular service as well.
- 3) Frequency Rates – Higher frequencies of buses will allow customers to have more travel options and minimize wait times at bus stops. Currently, most transit routes operate at 20 minute peak service, 30 minute off peak service and 60 minutes in the late evening. As part of the service and performance standards that Transit recently implemented, it is recommended that some routes operate at 15 minute intervals during peak times, while others routes would operate at 30 minute intervals all day, based on ridership levels.
- 4) Appropriate Vehicles – The conventional fleet of Regina Transit consists of 99 – 40-foot buses and seven 30-foot buses. Although these buses provide maximum seating for customers on all routes, a smaller shuttle bus would be more appropriate in some residential areas. Shuttle vehicles consume approximately 50 per cent less fuel and weigh over 10,000 kilograms less than a standard 40-foot bus. This translates into an annual savings in fuel and lessens the impact on City infrastructure. Shuttle vehicles would be used on community routes where ridership is lower. This type of vehicle will be delivered in 2013 to be used on the Route 18 Harbour Landing service that was implemented earlier in 2012.

- 5) Holiday Service – Transportation needs do not stop during holidays. In 2012, service was approved for four holidays: Family Day, Good Friday, Remembrance Day and Boxing Day. The service provided used the Sunday schedule, which is service once an hour from 8:00 am to 7:00 pm. Ridership for the four holidays averaged 2,670 customers each day. This exceeds average ridership on a regular Sunday of 2,500 rides. This service has been well received and should continue.

With these recommendations in mind, Administration also used results from two other TIP recommendations, namely the Transit Service and Performance Standards and farebox information, to evaluate the current system performance and make alterations to improve performance and services.

There are also numerous initiatives the City is currently working on that will impact the outcomes of the route changes. Some of the initiatives include developing an Official Community Plan (OCP) and a new Transportation Master Plan (TMP). Improving and promoting active modes of transportation in the City has been an emerging theme in both plans. Transit has been working closely with the TMP project team to ensure the proposed route changes are supportive of the transportation directions. In addition to the above studies, the City is currently conducting a downtown traffic study. The downtown traffic study will make recommendations on transit services in the downtown. Transit will adopt the recommendations presented in that study, which are expected in early 2013. As well, the Regina Revitalization Initiative will impact how transit service is delivered to Evraz Place, Mosaic Stadium, and the current Canadian Pacific railway yard.

DISCUSSION

Current Situation

Before applying the recommendations from the TIP and Service and Performance Standards, the Administration did a thorough analysis of the current conventional ridership using the farebox information. For reference, the current system map can be found in Appendix A.

Using the Transit Service and Performance Standards in conjunction with the farebox data allows the Administration to analyze trends in route usage. The Transit Service and Performance Standards provide a guide to objectively evaluate the performance of routes. Within the Transit Service and Performance Standards, there are several categories of routes including base, local, community and express routes with different standards. In addition, there are different standards depending on the time of day. Peak hours are the hours between 7:00 a.m. and 9:00 a.m. and 3:00 p.m. and 6:00 p.m. Mid-day hours are the hours between 9:00 a.m. and 3:00 p.m. Evening refers to 6:00 p.m. to midnight.

The existing transit routes are evaluated in Appendix B based on route type and time of day. The standard to meet is in parentheses in each column heading. The cells highlighted in green show that the current standard is being met or exceeded. The red cells show where the standard is currently not being met.

Base Routes

Base routes are the core routes in the system focusing on the downtown and on the main activity centres in the outlying areas (University area, malls and commercial areas). Routes 1, 2, and 3

consistently meet or exceed the performance standards. Routes 4, 5, 10, 11, 12, and 13 do not meet standards.

Local Routes

Local routes circulate various communities in the service area and will connect the communities to their major activity centres and to the base network where transfers can be made. There are only three local routes and the Route 8 is the only local route that exceeds standards.

Community Routes

Community routes serve small communities in the City. They shuttle passengers from a small community outside the service area to a neighbouring transit hub. The Ross Industrial route is one of the most successful routes and continues to grow.

Express Routes

Express routes provide limited stop service for commuters to and from the City's main employment centres, educational centres and commercial areas. Often they overlay base routes but provide a quicker trip than a base route. Although Route 23 is not currently meeting standards, it has seen incredible growth in the last year as customers discovered that this is a quick route to get across the City.

Sunday Routes

Transit also operates different routes on Sunday. Currently, both base and community routes are being used on Sundays. The Transit Service and Performance Standards recommend community routes should not operate on Sundays which include Routes 906, 907, 909/ 912, and 910.

Long Term Changes

With the above information, adjustments to frequencies can be determined. As mentioned previously, the Transit Service and Performance Standards recommend 15 minute service on base routes in peak times, with all other routes running at 30 minute frequencies. The long term concept plan of the transit system, which would use these frequencies, can be found in Appendix C. In addition to the increase in frequencies, this plan would provide service to all areas in Regina that do not have service, including: Maple Ridge, Lakeridge, Lakeridge Addition, Skyview, Spruce Meadow, Kanosis, Fairways West, Windsor Park, Wascana View, The Greens on Gardiner, The Creeks, the Refinery, Ross Industrial east, Wascana Park/Science Centre, the Airport and the Global Transportation Hub. However, the current Transit budget cannot provide this level of service. This system requires significant capital and operating funding and will be a system type to aspire to. As there are no additional resources, this system will not be achievable for many decades.

Changes for July 2013

Although the City currently does not have resources to implement the long term model, there are efficiencies that can be implemented with current resources that start to address the 5 objectives of system improvements suggested by the Transit Investment Plan. . With the support of the farebox information, the Administration has identified routes that can be reduced to 30 minute frequencies and routes that should be enhanced to 15 minute frequencies. Refer to Appendix D through F for proposed changes targeted for July 2013. As noted above, there are routes

currently not meeting standards that would require a reduction in frequency from 20 minutes to 30 minutes during peak time. However, there are other routes that should be enhanced to 15 minute frequencies in peak times as they are carrying large amounts of customers. The table below shows the current routes and their frequencies.

Route	Peak Frequency	Mid Day Frequency	Early Evening Frequency	Late Evening Frequency	Saturday Frequency
1 Dieppe/Broad North	20	30	30	60	30
2 Argyle Park/Downtown	20	30	30	60	30
3 Sherwood Estates/University	20	30	30	60	30
4 Walsh Acres/SIAS	20	30	30	60	30
5 Uplands/Downtown	20	30	n/a	n/a	30
6 Westhill/Downtown	40	40	n/a	n/a	40
7 Whitmore Park/Glencairn	20	30	45	60	30
8 Eastview/RCMP	20	30	30	60	30
9 Albert Park/Parkridge	20	30	45	60	30
10 Woodland Grove/Downtown	20	30	30	60	30
11 Normandy Heights/Normanview	20	30	30	60	30
12 Varsity Park/Downtown	20	30	30	60	30
13 South Lakeview/Mount Royal	20	30	30	60	30
14 Ross Industrial	20	n/a	n/a	n/a	n/a
15 Heritage	46	46	n/a	n/a	46
16 Rochdale	20	30	n/a	n/a	30
17 Community Services Village	30	n/a	n/a	n/a	n/a
18 Harbour Landing	30	n/a	n/a	n/a	n/a
21 University/Glencairn	30	n/a	n/a	n/a	n/a
23 University/Rochdale Express	20	n/a	n/a	n/a	n/a

Table 1 – Current Routes and Frequencies (in minutes)

Route	Sunday Frequency
901 Dieppe/Broad North	60
902 Argyle Park/Downtown	60
903 Sherwood Estates/Glencairn	60
904 Normanview/University	60
905 Grasslands/Superstore E	60
906 University Park/Parkridge	60
907 Varsity Park/Glencairn	60
908 RCMP/Eastview	60
909/912 Albert Park/Whitmore	60
910 Normanview/Superstore	60
913 Normandy Heights/Downtown	60

Table 2 – Current Sunday Routes and Frequencies (in minutes)

The proposed routes below keep intact the routes that are well utilized and enhance their frequencies while reducing frequencies on other routes that are not performing to standard. Furthermore, instead of having different routes on Sunday, the routes operating on Sunday will be the same as weekday and Saturday routes to maintain consistency for customers. The hours of operation on Sunday will remain the same at 8:00 am to 7:00 pm.

Route	Peak Frequency	Mid Day Frequency	Early Evening Frequency	Late Evening Frequency	Saturday Frequency	Sunday Frequency
1 Dieppe/Broad North	15	30	30	60	30	60
2 Argyle Park/Woodland Grove	15	30	30	60	30	60
3 Sherwood Estates/University	15	30	30	60	30	60
4 Walsh Acres/Hillsdale	30	30	30	60	30	60
5 Uplands/Maple Ridge	30	30	n/a	n/a	30	n/a
6 Westhill/Ross Industrial	30	30	n/a	n/a	n/a	n/a
7 Whitmore Park/Glencairn	15 AM, 30 PM	30	45	60	30	60

8 Eastview/Normandy Heights	30	30	30	60	30	60
9 Albert Park/Parkridge	30 AM, 15 PM	30	45	60	30	60
10 RCMP/Normanview	30	30	60	60	30	60
12 Mount Royal/ Varsity Park	30	30	60	60	30	60
15 Heritage	30	30	n/a	n/a	30	n/a
14 Windsor Park	30	n/a	n/a	n/a	n/a	n/a
16 Lakeridge	30	n/a	n/a	n/a	n/a	n/a
18 Harbour Landing/University	30	n/a	n/a	n/a	n/a	n/a
21 University/Glencairn	30	n/a	n/a	n/a	n/a	n/a
30 University/Rochdale Express	30	60	n/a	n/a	n/a	n/a
40 Albert Express	30	30	30	n/a	n/a	n/a
50 Victoria Express	30	60	n/a	n/a	n/a	n/a

Table 3 – Proposed July 2013 Routes and Frequencies (in minutes)

In addition to determining frequencies, there is a need to expand service to outlying areas of the City that do not have services. As Regina has grown over the years, the transit system has been unable to keep up with the growth which has resulted in gaps in service, primarily in the residential areas on the periphery of the City. Reducing some routes to 30 minute intervals from 20 minute intervals is necessary to provide new service to new areas of the City. The changes proposed in July 2013 would expand service to include Maple Ridge, Lakeridge, Lakeridge Addition, Skyview, Kanosis, Windsor Park, Spruce Meadows, The Greens on Gardiner, the Refinery, Ross Industrial east, and Wascana Park/Science Centre. A map showing which roads will have service added or removed can be found in Appendix E.

The changes proposed for July 2013 add in two new express routes operating on Albert Street and Victoria Avenue. Similar to the Route 23 Express that services the University and Rochdale areas, this type of route provides a quick, direct trip to destinations with limited stops along the way. The routes would stop at key nodes and intersections where customers can transfer to other routes. A key part of making express routes work is having either local or community routes feeding into these routes. As a result, the use of community routes will increase starting in July 2013. These routes will use a small shuttle bus to transport passengers from residential areas to nodes to transfer onto an express or base route. The shuttle buses will be similar to the bus to be used in Harbour Landing on Route 18 or those used in Paratransit service. The three proposed shuttle buses will save \$18,000 annually in fuel costs. The three routes proposed to utilize the small shuttle bus will be 14 Windsor Park, 15 Heritage, and 16 Lakeridge. It should be noted that a change to this type of system will increase transfers for those that may have had a direct trip to downtown.

In addition to servicing more of the City, one of the key benefits of the new system is that trip times will decrease. The table below shows a sample of how some travel times could change.

	Current System	July 2013 Changes	Difference
Normanview Crossing to Northgate Mall	40 minutes	10 minutes	30 minutes saved
Northgate Mall to Grasslands	51 minutes	25 minutes	26 minutes saved
Superstore East to Downtown	33 minutes	21 minutes	12 minutes saved
Uplands to Winston Knoll/Riffel	56 minutes	25 minutes	31 minutes saved
Westhill to Downtown	38 minutes	25 minutes	13 minutes saved
Downtown to SIAST	31 minutes	17 minutes	14 minutes saved

Table 4 – Difference in Travel Times

In Appendix G, there is a graphical representation of the difference in travel times from different areas in the City when you compare the current system to the proposed changes in July 2013.

Next Steps

The proposed routes found in the Appendix D through F will go to the public for comments and feedback in January 2013. Starting the week of January 14, Transit will have displays at four malls in the City, as well as the University of Regina, and the Albert Scott Community Centre for customers to provide feedback and comments. In April 2013, Administration will return to Committee with the final recommendations for the changes to take place in July 2013.

RECOMMENDATION IMPLICATIONS

Financial Implications

The changes and enhancements proposed for July 2013 would have no impact on current budget. The Administration has estimated ridership to increase five per cent after one year of operation, with increased revenues of \$375,000 per year based on transportation modelling with the Transportation Master Plan consultant. Any additions to service beyond July 2013 would be considered through the annual budget process.

Environmental Implications

The changes proposed in July are estimated to increase the amount of transit trips taken by Regina residents by 300,000 each year, thus reducing the amount of emissions into our air. Transit is an important contributor to better air quality and prevention of climate change. According to information from the Canadian Urban Transit Association, buses produce 65% fewer greenhouse gases per passenger kilometre than a single occupant car. A petroleum fuelled car emits 217 grams per kilometre per passenger. In comparison, a diesel bus emits 89 grams per kilometre per person. For every personal vehicle that is not on the road, 128 grams of greenhouse gas per kilometre is saved from being released into the environment.

Strategic Implications

The change to this type of routing was a recommendation of the Transit Investment Plan. The changes proposed represent a step to providing services to all areas of the City and are supportive of the emerging themes in the OCP and TMP studies. Making changes in our routing will introduce new services and decrease travel times, while increasing ridership and revenue with the resources we have. Adding new services beyond July 2013 as budget allows will increase mobility and travel options within the City.

Other Implications

None with respect to this report.

Accessibility Implications

Currently, 80 percent of the transit fleet is comprised of accessible buses. In 2016, all buses will be fully accessible. As with the current system, certain routes will be designated low floor routes in the proposed changes for July 2013. The proposed routes include Route 1, 2, 3, 4, 5, 7, 8, 10, 14, 15, 16, 18, 21, 40, and 50. The recommendations of the Transit Investment Plan have no impact on the current Paratransit operations.

COMMUNICATIONS

The City will invite public input regarding the proposed routes in January 2013 through open houses and additional tactics designed to solicit feedback. After final route changes are approved in April, there will be a communications campaign to notify the public of the changes.

DELEGATED AUTHORITY

The disposition of this report is within the authority of the Community and Protective Services Committee.

Respectfully submitted,

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

Linda Leeks, Secretary

Delegation from Chad Novak re: Stadium Concept Design Approval

Good evening ladies and gentleman, Mr. Mayor, City Councillors, thank you for the opportunity to speak to you tonight regarding the report that is before you about the Stadium Concept Design Approval. With all due respect, I continue to be of the mindset that the Stadium project should be considered completely separate from any “affordable” housing projects, because, as I’ve mentioned previously, at the very best, the CP lands are no longer linked in any way at all, to the relocation and demolition of the current Mosaic Stadium. At worst, it appears to be the only justification to use to the average taxpayer that makes this project seem worthwhile in any way. While I commend you for wanting to make a real impact on the housing crisis, I strongly feel the RRI is not the solution, and we need that solution now, not in 5-10 years.

I would like to note that I am in full support of Councillor Shawn Fraser’s statements as published in the January 7, 2013 edition of the Leader Post. Specifically, I commend Mr. Fraser for standing up for what he believes in, but more importantly, what he feels his constituents believe in. I know, myself, I saw the same issues on the doorsteps during the election, and from past interactions with this current City Council, it sounds as if each and every one of you ran into the same concerns. The only difference is how those concerns were addressed. Some chose to rebut those concerns with statements that have no documented evidence of being fact, like the statement about the \$150 Million renovation, which would only be funded by the City of Regina. As I am sure you are fully aware, I’ve done my due diligence on this project, ten times over, and I have yet to find any documentation that supports either of these arguments. The best explanation I have received to date was verbal, and it was from Mayor Fougere, who stated it was a number he trusted from City Administration, and he believed that it had to do with the \$109M price tag in the provincial study plus inflation. Unfortunately, he was unable to support this with documentation, but as he told me, he puts his trust in City Administration to do their job, as he should. At the same time, it is my hope that City Council can appreciate the reason why I requested to see documentation of this claim, because it can be VERY misleading to the general public, who rely on our Mayor and City Councillors to inform them to the best of their knowledge.

Mr. Fraser outlined his concerns for the RRI, and I will mention a couple of them here. His number one issue is about priorities, and how he feels that replacing Mosaic Stadium isn’t among our most pressing needs right now. And, I wholeheartedly agree with this statement. There are so many other issues that need to be addressed in our great city, where we could really use every last bit of finances possible to take care of them. Does it make any sense why we, as a City, lobby the different levels of Government to take care of our crumbling and aging infrastructure, while we go and build a stadium that is nearly identical to what we already have. Sure, it’ll be shiny and new, but the reality of it is, it will still hold 33,000 people, expandable to only 42,000 for Grey Cups and other events. It should be noted that one of the benefits outlined in the report before you tonight is the open concourse, and I’m sure you are also aware that in that same report, it notes that when the seating is expanded to 42,000, that the concourse becomes far less

usable. Not to mention the fact that our current stadium seems to be perfectly fine, cosmetically and structurally, to host the 2013 Grey Cup, where we will be expanding our seating to 50,000. Something not attainable in the new stadium. Getting back to priorities, I'll present an analogy to you here, it would be like living at home with your parents, complaining that they haven't done anything to fix up your "bachelor pad" in the basement, even though you are making a decent income, and are only paying them a couple hundred bucks a month in rent, while they are both working full time, putting food on the table, providing you free cable TV, phone, internet, video games, everything you can imagine. When your parents ask you why you don't chip in for the improvements, you say, "Sorry, I just bought a Corvette, I can't afford to help out!" Oh, and you just maxed out your Credit Card on accessories for that Corvette, and you use it to deliver pizza.

Another point that Mr. Fraser makes, is timing. This is an excellent point, and one that should not be taken lightly. He mentions about how the government should put money into the economy when it is needed, and work on solving market failures, like our SEVERE lack of rental and affordable housing, when our economy is already hot. It simply does not make sense, from an economical standpoint, for the government to be willing to pour millions of dollars into a project like the stadium, when our economy is on the upswing. Like we should have learned from past generations, the government should be putting money into make work projects during depressed times, similar to how the Legislative Building was constructed, and the Government of Canada building on the corner of Victoria Avenue and Scarth Street. The problem with putting money into an economy that is already hot, is that we already have a severe shortage of labour, the prices are through the roof, and we don't want to burst the economic bubble that we've been lucky enough to ride for the past five years or so.

And, finally, Mr. Fraser brings up the #1 issue I have found amongst even the most die hard of RRI supporters, and that being the cost and funding arrangement. Regardless of your personal opinion, the reality of it is, this current Stadium project that you are reviewing tonight was BRAND NEW less than a year ago. I've learned that because I was lambasted by daring to bring up the provincial project at the April 30, 2012 Council Meeting. It also has very little in common with the original project that was presented to the general public on April 20, 2011, where we were promised, and I quote from the Leader Post: "Fiacco pointed out that he expects about 75 per cent of the dollars needed to redevelop the 53 acres would come from the private sector." Where are we at now? We aren't touching the 53 acres, and we have ZERO truly private sector investment. And, no, I don't consider the Rider fans to be the private sector. Sadly, the Riders aren't even contributing anything of value, other than the promise of up to \$25M of sponsor money, of which, if they can't come up with, the taxpayers are again on the hook for. Add to that the fact that, somehow, the taxpayers are now responsible for cost overruns, even though we were assured that by choosing the Design, Build, Finance model, all of that risk would be taken on by the developer?

With that said, we should be learning from our past mistakes, one that was reported to the general public mere months ago, that being of the Plaza, and understand that there were serious

issues with the planning and execution of the project, and as such, perhaps take some time to breathe here, and make sure that we ARE getting the best bang for our buck. Why rush this project through, only to get half the results that the general public truly wants to see? Why not renovate the current Stadium to a point that is satisfactory for the fans that pay good money to attend Roughriders and Rams games, and plan accordingly over a 10-15 year span, saving along the way, and who knows, by that time, there might be a national or international event that Regina can bid on, and we can even get the Federal Government to help out, similar to how they are with the Hamilton stadium. This is why I have been stressing so hard on a renovation. Not because I don't think there are inadequacies with the current facility, of course there are. But because I don't feel that the current project that you have before you tonight is the one you should be going with, and there is NOTHING wrong with simply going back to the drawing board, admitting your mistakes and doing this RIGHT. No one will hold it against you, heck, you might even gain more respect because you've made a seemingly very difficult decision.

As for those that continue to berate those of us who pushed hard for a referendum, and circulated the petition, and balk at our results, keep this in mind. There were 10,000 people in Regina alone, willing and able to sign the petition to FORCE a public say on this project. I would estimate half of the people that I personally spoke with during the petition drive said they weren't against the stadium project, but that they simply wanted a say in it, and didn't agree with the current funding model. What's worse, is that they felt that they'd been lied to because the project we are currently considering is nothing even close to the project that had been touted around town for over a year, where it was to be a domed stadium on the CP Lands. Add to that the legitimate and serious concerns that taxpayers had, including the fact that local businesses were bullied to remove the petition from their establishments, and the Regina Chamber of Commerce and Regina Realtor's Association, along with other special interest groups funding billboards that told people NOT to sign the petition. Not to "get informed about the petition", simply NOT to sign it. Yes, people can make up their own minds, but NOT ONCE did we EVER go out of our way to tell people TO sign it. We simply gave them the facts, and let them make their own decision to sign it or not. Add to that the thousands of people from outside of Regina that couldn't sign the petition, no matter how much they wanted to, because they didn't own property in Regina. Even though they will be footing the bill too, by provincial funding and the added fee on the Rider tickets. Also, consider this, why do you think some of those people left Regina in the first place? A good portion of them live within a half hour of Regina. I'll let you figure out the reason why, I think it should be obvious.

One more thing to note, I would invite each and every one of you to please take the time to read the provincial study that was completed in 2010. In this study, it outlines the four truly viable options to you, and weighs both the pros and the cons of all options, like a true study should be. It's easy to approve a study like the one before you tonight when you are only presented with the positives, but I believe you owe it to the taxpayers of Regina to also look at the extreme risks and weigh them. In addition, there are some who like to reference Leader Post articles and comments

when they are in accordance with what is said, so I would ask that you review each and every article on the Leader Post and Prairie Dog websites, and read the serious concerns that people have. And, no, these people are no longer anonymous folks, at least with the Leader Post, they are required to post with their personal Facebook account, which provides you some true and honest, and accountable, feedback.

With all of the above said, I would ask, no implore you, to consider opposing this motion before you tonight to Approve the Stadium Concept Design, and in turn the funding document. There is absolutely nothing wrong with going to the taxpayers and asking for their input, and learning from the massive mistake that the City Square Plaza has been, and continues to be for the citizens of Regina.

Thank you and I will now welcome any questions you may have.

ADDED BELOW FOR REFERENCE ONLY

POST FROM THE SOS EVENT PAGE

“The issue with the petition was that most people didn't know where to find it. Why? Because the fans of a certain team very publicly threatened to boycott business owners who hosted this petition. Deplorable actions by these individuals, really. I applaud the business owners that did keep the petition. What said fans failed to realize is that most of us are not against a new stadium, we are against the current funding model. However, feeling their precious football team's new home was in danger, they decided to threaten the local business owners unless they removed the petitions from their businesses. My parents live in Regina and both were wanting to sign the petition, but had a hell of a time finding a place to sign it. They eventually did, but it was very challenging for them to find a place to sign.

And again I'm all for a new stadium, just get the right people paying for it.....i.e. NOT the taxpayers.”

Good evening, Mayor and Council,

My name is Jim Elliott.

I have principally two concerns respecting the concept design as proposed.

The concept design before you today does not include the public input.

In the lead up to the development of the concept plan of the proposed stadium, we were told many times, that there would be ample time for input from the public in the design of the stadium, that we weren't just being asked what the seat colour should be. There was going to be meaningful input into the design about what was going to be the community stadium.

So where are those ideas? If this is to be a community stadium, where is the community in the design of this stadium? Or is this just the same as what was originally proposed?

I see nothing in the plans for the stadium other than what was proposed originally.

Where are the comments and input from the public referenced in this report?

Do a few story boards in a few mall visits or a meeting with a few community stakeholders constitute adequate public input in to the design of the stadium that will cost \$278 Million dollars?

The concept design as outlined in this report does not include or discuss some of the current limitations to this design.

The number of planned seats in the concept plan from the beginning is intended to be 33,000 modifiable to 42,000. This might be seen as the upper limit to the number of seats that can be both financially viable yet allowing for some flexibility. Listening to the President of the Saskatchewan Roughriders at the Chamber of Commerce luncheon, the numbers of around 30,000 was what was seen as enough to generate strong season ticket sales and still enough to allow for the spontaneous spectator.

But I see this concept design as a major limitation for the future of professional football in Regina.

Why this might be considered as a limitation is that the current Mosaic Stadium may have a lower seating level of around 29,000, the upper limit is much higher, 50,909 in 2003 and 52,564 in 1995 as seen in the last two Grey Cups in Regina. 55,438 were in Taylor Field earlier in a 1995 game prior to the Grey Cup in Regina. By following this design, are you limiting the financial viability of hosting another Grey Cup in Regina or making the cost of the tickets out of reach of many more potential customers? Twenty-nine out of the 36 Grey Cups in the past had over 50,000 spectators. Is this design cutting out the chance that the City of Regina will ever host a Grey Cup in the future?

With this design restriction along with the other risks I will mention later for other portions of the plans for this stadium, I still believe this current project should be put on hold while a full up to date complete reassessment of the option to rejuvenate Mosaic Stadium should be completed. I believe it will be seen as more viable and appropriate for the City of Regina and the Saskatchewan Roughriders.

Respectfully submitted,

Jim Elliott

January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: Regina Revitalization Initiative Stadium Project – Concept Design Approval

**RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- JANUARY 16, 2013**

1. That City Council approve the Stadium Concept Design as described in the Concept Design Summary (Appendix A) as the basis for the development of the RFP documentation, and authorize the Administration to proceed into a procurement process for the stadium design and construction.
2. That City Council direct Administration to draft development standards for a stadium as a permitted Exhibition Operation in the Public Service Zone in support of locating the facility at Evraz Place.

EXECUTIVE COMMITTEE – JANUARY 16, 2013

The following addressed the Committee:

Mr. Chad Novak, representing the Saskatchewan Taxpayer's Advocacy Group; and
Ms. Lisa McIntyre, representing the Regina and District Chamber of Commerce

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

Mayor Michael Fougere, Councillors: Sharron Bryce, Bryon Burnett, John Findura, Jerry Flegel, Shawn Fraser, Bob Hawkins, Terry Hincks, Wade Murray, Mike O'Donnell and Barbara Young were present during consideration of this report by the Executive Committee.

The Executive Committee, at its meeting held on January 16, 2013, considered the following report from the Administration:

RECOMMENDATION

1. That City Council approve the Stadium Concept Design as described in the Concept Design Summary (Appendix A) as the basis for the development of the RFP documentation, and authorize the Administration to proceed into a procurement process for the stadium design and construction.
2. That City Council direct Administration to draft development standards for a stadium as a permitted Exhibition Operation in the Public Service Zone in support of locating the facility at Evraz Place.

CONCLUSION

The Concept Design for the Stadium Project has been developed by the project's Engineering and Architectural Advisors, Mott MacDonald, Pattern Design and P3 Architecture, through a collaborative process including external consultants, staff from the stadium funding partners, as well as staff from Evraz Place. Several local stakeholders and regulatory bodies have been involved in the process at the appropriate times and various supporting studies have informed the process.

The Concept Design focuses on spectator experience features, meets the program needs of the Saskatchewan Roughriders Football Club, the requirement to be roof ready, and achieves general community benefits within a modern and innovative design.

The location is at Evraz Place, which in a regulatory sense is zoned Public Service (PS). The Zoning Bylaw does not currently include development standards related to stadiums and it is recommended Administration create development standards under the PS zone for overall clarity and transparency prior to the final stadium design and the initiation of construction.

The Concept Design has been approved by the Stadium Funding Committee, which includes the Province and the Saskatchewan Roughriders Football Club. Pending approval by City Council, the Request for Qualifications (RFQ) for the Stadium Project would be released in late January 2013, followed by the Request for Proposals (RFP) in May 2013. The funding and financing plans and the RFQ requirements for the stadium project are described under a separate report.

BACKGROUND

The Regina Revitalization Initiative was formally initiated by City Council on May 30, 2011. A process was initiated to define a vision and a shared understanding of the outcomes of the project, which would see residential, commercial and retail development including a facility to replace Mosaic Stadium. Based on the need to establish a clear future direction for the project City Council approved a Vision and Guiding Principles on August 22, 2011.

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 was created to various project elements.

In May 2012 a Stadium Project Implementation Team, consisting of City staff, representatives of the Saskatchewan Roughriders, Evraz Place, the Province and the stadium advisors (Project Managers, Architect/Engineer Advisors, Finance and Business Advisors) began the process to develop a conceptual design for the stadium. The collaborative process also included stakeholders and regulatory interests.

The concept features:

- A modern and innovative design,
- A central location close to downtown and within the Evraz Place sports and entertainment complex,
- New plaza and outdoor spaces for events,
- A sunken bowl design to accommodate 33,000 fans with the ability to expand for big events,
- A spectator roof designed to ensure a comfortable fan experience,
- The ability to add a retractable roof in the future,
- A variety of lounges and suites that can be used year-round, and
- A variety of modern fan amenities including individual seats with better views.

Several supporting studies have been completed, and some are ongoing, including a servicing study, transportation and parking study, environmental assessments, geotechnical investigation, hospitality (premium seating) study, food and beverage study, and a heritage study. Site preparation work is anticipated to begin in 2013, pending Council approvals.

The conceptual design was used to test the affordability limits, and will form the Project Specific Output Specifications to be contained in the RFP document. The procurement process will include RFQ and RFP processes that will extend to late 2013, at which time a design and construction consortium will be selected to build the stadium. The process is considered to be a Public-Private-Partnership (P3) as the successful consortium will assume substantial interim financing during construction. The provision of milestone payments will include a significant holdback period that requires substantial financing capacity. This P3 approach is intended to ensure the consortium will provide an on-time and on-budget project.

On September 17, 2012, Council gave approval to proceed with a Design, Build, and Finance procurement model. Within that report (CR 12-134) was the Council direction to Administration to bring 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.

DISCUSSION

While the concept design of the stadium delivers on the elements required within the facility to make is successful, there are also broader community benefits that will be delivered with the project. First, it delivers a replacement for a city-owned facility that would require a major rehabilitation in the coming years to address the many and varied infrastructure issues within the current facility.

The Mosaic Stadium Site has been home to a recreational field since 1910 and a stadium since 1936. The stadium has served its purpose well over the years. However it would have required major renovations, if it was going to continue to operate safely and effectively. The age of the stadium is such that renovations and upgrading would be required, at the City's cost, to address the more significant limitations of the facility for the next thirty years, such as: the safety and security of users, the evolving business needs of tenants, the growth requirement of the community, the increasing maintenance requirements/costs and the increasing expectations of facility users.

Secondly, as part of the larger Regina Revitalization Initiative, building a new stadium at an alternate site creates an opportunity to develop a new neighbourhood on the current Mosaic Stadium site, providing much needed new affordable and market-rate housing, as well as new retail and commercial development. It creates an opportunity for investment in the heart of the city, and the ability to rejuvenate an inner-city neighbourhood, while delivering additional economic spin-offs through new construction and jobs.

Finally, this is our community stadium – a place to gather and celebrate, and a point of pride for generations to come. A new stadium will be better equipped to serve the needs of our growing population, various community groups, as well as the country's premier football club and the potential for new revenue-generating tenants in the future. It will be built to meet CFL standards, and recognize FIFA soccer standards, and will allow Regina to host a wider range of events, and to enhance the fan experience now and for many years to come.

The conceptual design has been created through a collaborative process including external consultants, staff from the funding partners, as well as staff from The Regina Exhibition Association Ltd. As part of the design input process, the design team met with various stakeholders and regulatory interests including:

- the Regina Regional Opportunities Commission,
- the University of Regina Rams, the Regina Thunder, the Regina Soccer Association, the Regina High School Athletic Association and Regina Minor Football,
- the North Central Community Association and urban aboriginal representatives,
- representatives from the Department of National Defence Armoury,
- Regina Downtown BID,
- Regina Warehouse District,
- emergency measures representatives, and
- the City's Building Standards Department.

The concept design features:

- A modern and innovative design.
The local characteristics of expansive skies, mineral resources and the prairie landscape are the intellectual basis of the concept design. This inspiration has influenced the orientation and views from the stadium and the notion of a partial or spectator roof made of transparent material that allows spectators to still see the sky while being sheltered from the elements.
- A central location close to downtown and within the Evraz Place sports and entertainment complex.
The location was chosen to balance the goals of urban regeneration, community benefit and the operational requirements of Evraz Place. While locating the stadium on the downtown CP Lands was not an option, a central City location is important to the concept, so the economic benefits of a new stadium can be realized in the downtown and surrounding neighbourhoods. The stadium is located to allow separate and integrated use with the other assets at Evraz Place. The placement of the stadium on Elphinstone Street will result in a high quality public realm in the form of a new plaza space, enhancing the local streetscape and creating the major entrance for fans and tourists visiting the new stadium.
- New plaza and outdoor spaces for events.
Evraz Place is an indoor and an outdoor event space. The concept includes plaza spaces and a rehabilitated Confederation Park that will enhance the outdoor event options at Evraz Place with modern, flexible spaces. These spaces will be designed to ensure optimal use of the complex during major events and on non-game days.
- A sunken bowl design to accommodate 33,000 fans with the ability to expand for big events.
Several seating layout (bowl) designs were considered. An evolution of the traditional side stand arrangement that creates an optimal number of good seats has been adopted. 33,000 seats was determined to be the optimal size, based on the needs of the football club, a comparison with other CFL venues, and the related capital costs of the facility. The bowl configuration is sunken into the ground to allow for better accessibility (approximately 19,000 seats are in the bottom bowl) and is also capable of handling temporary seats to increase the capacity to about 42,000 for large events, like the Grey Cup. Over time, the temporary seating can be converted to permanent seating, as required and as the market dictates.

- A spectator roof designed to ensure a comfortable fan experience.
The stadium envelope, which includes the spectator roof, is inspired by the vast skies of the Province. The design has been influenced by the local climate. It removes the wind and adds the radiant benefits of the sun in the fall and winter. In the summer, the wind can be directed into the structure to cool spectators through a system of louvers around the perimeter of the spectator roof. The design is capable of making a material impact on spectator comfort and creating a new landmark for Regina.
- The ability to be “roof ready”, by adding a retractable roof system in the future.
The design allows for an independent structure to be added in the future that would accommodate a fully retractable roof. The main stadium design has a high spectator roof line, a sunken bowl and minimal end stands. These factors allow for the spectator roof to be modified to “fill in” some space with an addition of an independent structure built from either end zone. This would be comprised of a pair of arches spanning the length of the field and mounted on vertical supports landing on the main concourse on the outer perimeter of the end stands. The ability to add a roof later provides flexibility, but adds no cost to the initial construction.
- A variety of lounges and suites that can be used year-round.
The Saskatchewan Roughriders commissioned a report that has helped inform the appropriate mix of lounge and suite offerings. The study looked at size of rooms, level of hospitality offering, ambiance, location and view quality. Evraz Place is also able to use lounge, club and suite rooms for other uses throughout the year. The design has incorporated both the Riders and Evraz Place input into the location of the rooms and the catering options to them.
- A variety of modern fan amenities including individual seats with better views.
The concept design for the stadium accommodates individual seats that will provide spectators with more room. Modern amenities related to video displays, feeds to handheld devices, a variety of concession options, and more bathrooms, are all being integrated into the design to ensure the spectator experience is maximized in the new stadium.

Several supporting studies have been completed and some are ongoing including a servicing study, transportation study, environmental assessments, geotechnical investigation, a heritage study, hospitality study and a food and beverage study. Site preparation work is anticipated to begin in 2013, pending future City Council approvals.

Currently, SaskSport is allocated 10,000 square feet in the stadium concept design primarily associated with administrative space for amateur sport associations related to field sports. SaskSport is continuing to develop its preliminary proposal regarding the use of the space and amateur sport access to the stadium, including the playing field, training rooms, meeting rooms and potentially specialized rehabilitation and elite training. There is significant provincial interest in promoting and supporting amateur sport access to and use of the stadium, particularly among youth.

The location is at Evraz Place, which in a regulatory sense is zoned Public Service (PS). The Zoning Bylaw does not currently include development standards related to stadiums and it is recommended Administration create development standards under the PS zone for overall clarity and transparency prior to the final stadium design and the initiation of construction. Stadiums are typically consistent with the land use classification of “Exhibition Operations”.

Once the concept design and the funding agreements have been approved, the process will continue into a Request for Qualifications and Request for Proposals process that will extend into 2014. A design, build and substantial interim financing consortium will be selected to build the stadium. It is important to emphasize that the final design received from the RFP process may be different than how it is portrayed in the conceptual design, however a list of mandatory requirements will be developed for the RFP, based on this concept design. The procurement approach is intended to ensure the builder will provide an on-time and on-budget project, emphasizing innovative approaches and utilizing their expertise from projects across North America and the world.

The master schedule is an iterative schedule, and even though some dates have shifted, the 2017 stadium opening date has not been compromised. The procurement dates have shifted to ensure due diligence in the procurement process, additional work was performed with the hospitality review and the review of cost estimates.

The next steps in the process are summarized below:

- City Council approval of Conceptual Design (January 2013)
- Complete Request for Qualifications (RFQ) process (May 2013)
 - Develop RFQ evaluation criteria and scoring system
 - Obtain necessary approvals to proceed with release of RFQ
 - Release RFQ
 - Identify Preferred Proponent Shortlist that will be invited to submit a proposal to provide Design, Build and substantial interim Financing (DBF) services
- Complete Request for Proposal (RFP) process (March 2014)
 - Draft Project Specific Output Specifications (PSOS) and Project Agreement(s)
 - Develop Evaluation Criteria and Scoring System
 - Establish Technical and Financial Review Teams
 - Obtain Necessary Approvals to Proceed with Release of RFP
 - Publically Release RFP
 - Evaluate RFP Submissions
 - Select Preferred Proponent
 - Final Negotiation – Commercial and Financial Close
 - Obtain Necessary Approvals to award DBF contract
- Start Construction upon approval to award contract (construction completed in early 2017)

RECOMMENDATION IMPLICATIONS

Financial Implications

The Concept Design is within the \$250 million budget established for the Stadium Project. Cost consultants have been retained to ensure this concept and the concept created by the successful proponent are reasonable and within the stated budget.

Environmental Implications

Environmental assessments and a geotechnical investigation have been completed on the Evraz Place site. No significant environmental contamination issues were identified other than an oil spill on the southeast corner of the site. A Phase 2 environmental assessment of that corner of the site is being considered, but the predicted uses on that land do not have significant risk related to contamination.

Strategic Implications

The concept design reflects the facility options that can be achieved for the \$250 million project budget. The concept will be the basis for the Project Specific Output Specifications (PSOS) that will be developed as part of the Request for Proposals. The final design for the stadium will be completed by the selected proponent. The successful design and construction consortium will be responsible for all aspects of the project and will not be required to use any of the aspects of the conceptual design unless the aspects are identified as mandatory requirements in the PSOS.

Other Implications

None related to this report.

Accessibility Implications

The final design of the stadium will also meet established National Building Code accessibility standards

COMMUNICATIONS

The RRI website ReginaRevitalization.ca was launched on September 19th to house and share information relating to the Stadium Project. The most current citizen survey data (November 2013) indicates that only about a third of Regina residents have heard about the RRI website.

ReginaRevitalization.ca will be updated as required to include additional information from studies supporting the Concept Design. This update will be made at the same time as other required updates are made to the site. Communications will notify Facebook and Twitter followers that new information has been posted to the RRI site. A four week online advertising campaign will launch when Council approves the Concept Design report. The purpose of the campaign is to drive traffic to the RRI site to learn more about the project, including the concept design.

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

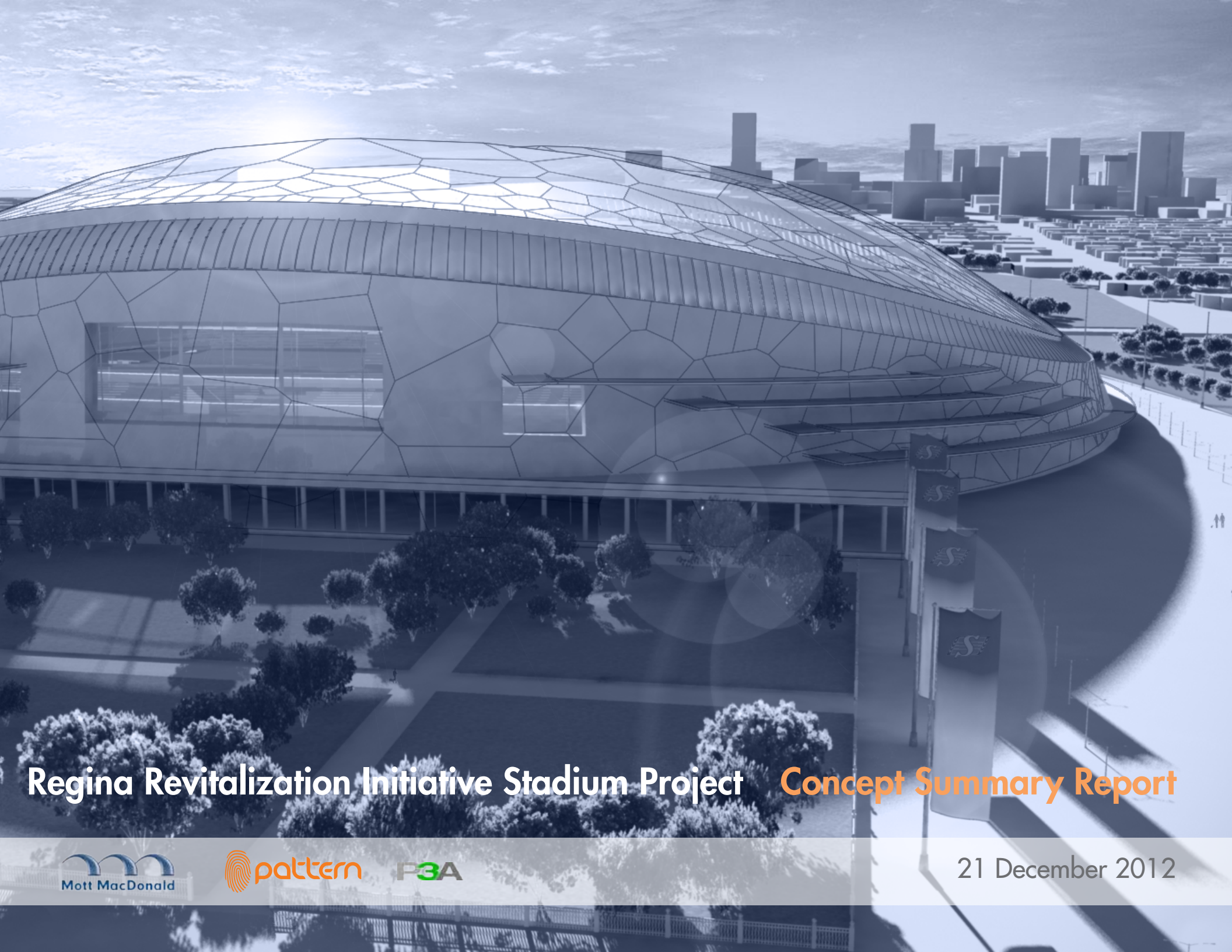
The future zoning changes will require Regina Planning Commission consideration. The recommendations in this report require the approval of City Council.

Respectfully submitted,

EXECUTIVE COMMITTEE

A handwritten signature in cursive script, appearing to read "J. Swidnicki".

Joni Swidnicki, Secretary



Regina Revitalization Initiative Stadium Project **Concept Summary Report**

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1.0 Executive Summary

The purpose of this report is to provide information about the current status of the project and allow informed decision-making with regard to the procurement process. Several studies have been commissioned that have informed this report and others are being finalized. In particular, a Food and Beverage Study and a Hospitality Market Study (i.e. general fan amenities with particular focus on premium seating options) have recently concluded that will inform the work in the final procurement documentation.

The design team has established the project's program through a consultative process of stakeholder engagement, supplemented by knowledge of relevant practice globally and in North America. The local characteristics of expansive Skies (Infinite Horizons), mineral resources and the prairie landscape are the intellectual basis of the concept design.

Several Canadian, American and global precedents have been studied to benchmark the program and learn from the experience of other cities. Improving utilization, maximizing the multi-use opportunities and optimizing the financial viability have been central to the concept design. Hospitality content is fundamental to these issues. In the current concept design, the hospitality content has been developed with the stakeholders and informed through the Hospitality Market Study and is approximately 6% of the total capacity of 33,000 seats, rising to 9% including the party decks.

As a Regina Revitalization Initiative (RRI) project, urban context and the relationship to Evraz Place has informed the location of the stadium. It is a balance of regeneration, community benefit and the operational requirements of Evraz Place. The stadium is located to allow separate and integrated use with the existing

Evraz assets. As such, it is a stand alone facility that could be connected to the existing complex of buildings in the future. The frontage on Elphinstone presents a high quality public realm in the form of a new plaza, enhancing the local streetscape and creating the forecourt for fans and tourists visiting the new stadium.

A city-wide benefit that was created by this project is the idea of a linear park along the railway track to downtown. It is now a distinct RRI project. This simple and relatively low cost intervention will dramatically improve the setting of the stadium and all the properties adjoining the tracks. It will provide a direct and pleasant pedestrian route which could also include a cycle and bus lane. This direct connection of downtown and Evraz place will create economic benefit in both locations improving the quality of events.

Various seating layouts (bowl) were considered. An evolution of the traditional side stand arrangement that creates more good seats, called the "infinity bowl", has been adopted. This bowl configuration is also good for adding temporary seats to increase the capacity (42,000) for very high profile events like the Grey Cup.

The stadium envelope, which includes the roof, is inspired by the vast Skies of the province. Considered in respect of the local climate and expected usage, it is visually striking and practical. A 'smart' envelope that removes the wind in the fall and winter and adds the radiant benefits of the sun creates more comfortable conditions. In summer, the wind is allowed to blow through to cool spectators. Analysis has shown that the roof geometry has a material impact on spectator comfort; it has therefore been designed to achieve material benefit and create a new landmark for Regina.

In conclusion, the stadium concept design achieves the following:

- Neighbourhood regeneration and community benefit
- Enhancement of the local urban environment
- Spectator Roof - an economic solution for improved spectator comfort, without the expense of a fully enclosed roof
- Roof Ready – the ability to accommodate a closing (retractable) roof at a later date
- Complimentary to the current events and uses at Evraz Place
- Flexible revenue generating accommodation to respond to future needs and opportunities
- Improved spectator experience
- Sensible sustainability specific to the Regina context – a balance of cultural, economic, and energy metrics
- Sufficient technical analysis to support the viability of innovative solutions
- Suitable for stadium concerts

2.0 General

2.1 Background

Design formally commenced on the Stadium Project on 28 May 2012 with significant preparatory work in the preceding weeks. A two week start-up workshop was held from 11–22 June in Regina. This workshop began the process of understanding stakeholder needs and constraints. This generated many issues and options including: capacity, bowl design, roof design and site planning. An Options Report was issued on 28 June. A stadium precedents tour in August further informed the brief and in particular the hospitality content. Further stakeholder discussions occurred in September and November to finalize the concept design.

2.2 Team

The City of Regina has executed a service agreement with Mott MacDonald Canada Ltd. (MMCL) to provide Engineering and Architectural Advisory services, and P3 advisory services for the replacement of the Mosaic Stadium at Taylor Field. MMCL have in turn retained Pattern Design to provide the architectural component - they are co-located in Mott MacDonald offices. Other sub consultants have been appointed in minor support roles.

In addition the City has appointed Z.W. Group/PC Sports as project managers, and Deloitte as Financial Advisors. WC Caruso & Associates have been retained as a Food and Beverage advisor, and a market study has been commissioned by the Roughriders.

2.3 Report Purpose

This Concept Summary Report is based on a larger, more detailed report. The full report contains information that could compromise the procurement process, so this summary report was developed to ensure sufficient information is available for decision making. Some details have been edited and other more technical details have been omitted, however the overall concept is accurately represented in this report. This report identifies the conceptual design elements that are expected to be feasible within the budget limitation.

The final design will be completed by the successful consortium after a Request for Qualifications and a Request for Proposals procurement process. The Request for Qualifications process will be open to any proponent who wishes to submit their qualifications. The evaluation will be based on proponents' qualifications, project experience, and financial viability. Three proponents will be shortlisted through the Request for Qualifications process and will be invited to develop and present their concept and financial plan through a Request for Proposals process. During the tender period, the three shortlisted proponents will be allowed to meet with the stadium project team to refine their proposals. The evaluation will be based on meeting mandatory requirements, their ability to provide recommended or optional requirements, and their financial plan to implement the project.

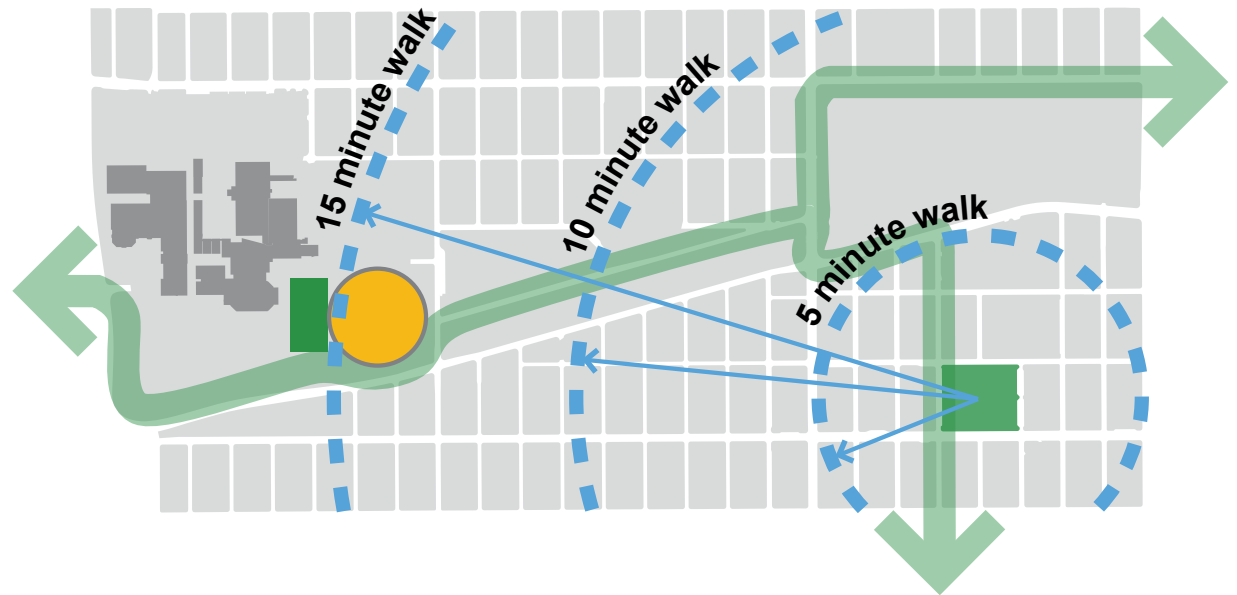
The selected consortium will design, build and provide initial financing to the project. They will not be required to use any aspects of the conceptual design presented in this report unless they are identified as mandatory requirements in the Request for Proposal. Mandatory requirements will be agreed to by all stakeholders.

2.0 General

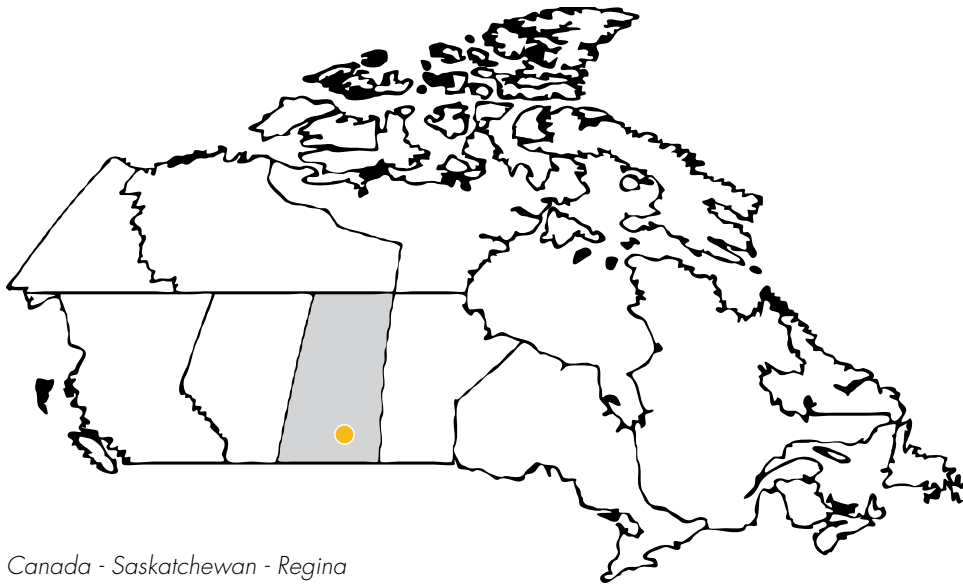
2.4 Location

The new stadium site is at Evraz Place. It is served by Lewvan Drive, Dewdney Avenue, and Elphinstone Street. The Canadian Pacific Railway runs along the southern boundary.

Pedestrian connections are indirect. A direct walk from downtown would be about 15-20 minutes.

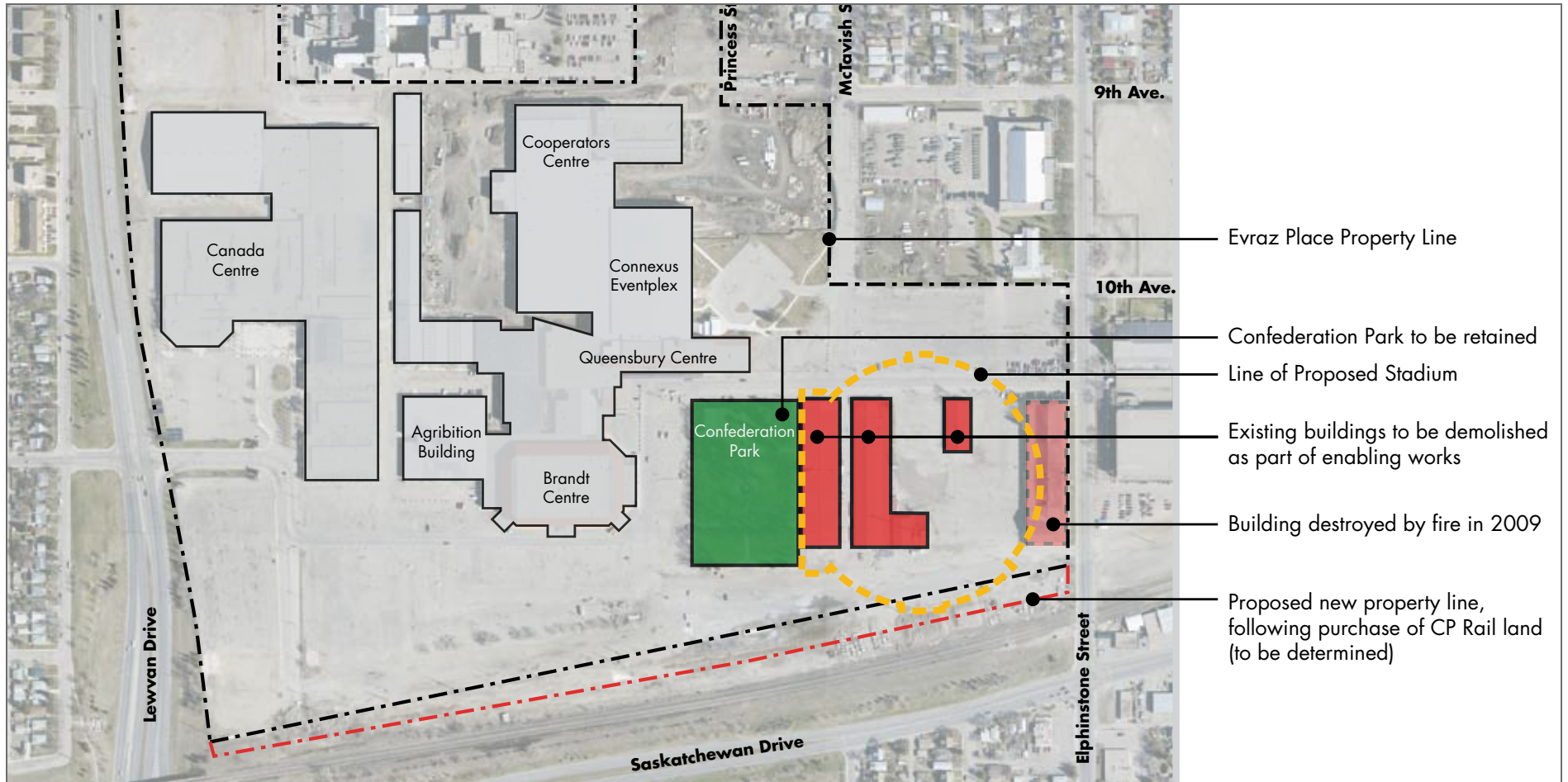


Evraz Place is a 15-minute walk from downtown



Canada - Saskatchewan - Regina

Existing Site



Existing site plan

3.0 Brief

3.1 History & Demographic

3.1.1 Roughriders

Based on the June workshop we have understood that the Roughriders have an established and loyal fan base with a broad demographic mix. This fan base needs to be maintained and broadened through the design. Some general information:

- Roughriders have been in existence for over 100 years.
- They play 10 home games (9 regular season and 1 preseason game) with the possibility of a home playoff game.
- Saskatchewan hosted the Grey Cup in 1995, 2003, and will host again in 2013.
- Over the past 10 years, they have averaged 27,500 fans at Mosaic Stadium. More recently the average is over 30,000 (32,000 in 2012).

A detailed accommodation programme has been received and this allowance has been incorporated into the conceptual design document. This has evolved over this phase and is subject to review from the results of the marketing and catering reports.

3.1.2 Evraz Place

Evraz Place, formerly known as Regina Exhibition Park, is a long-established venue for fairs and exhibitions in the city. As the major events site in Regina, Evraz Place houses a major new sport and recreation complex, a trade and convention centre, and the recently renovated 6,000 seat Brandt Centre arena. There are numerous other buildings on the site, some of which are designated for demolition, refurbishment or replacement.

Evraz Place has been the host of many major national and international events such as the Tim Horton's Brier, World Junior Hockey Championships, Memorial Cup, and in 2013 will host the Juno Awards and the 2013 Grey Cup festival. The major annual events are:

- Canada's Farm Progress Show (annually in June)
- Canadian Western Agribition (annually in November)
- Queen City Ex (Annually in August)

In its flexible, multi-purpose facilities, Evraz Place attracts over 2 million visitors annually for various events including Regina Pats WHL hockey games, concerts, trade shows, conventions, tournaments, community sport and recreation activities. Soccer is played from October to April and hockey for most of the year. There is on-site parking for approximately 4,000 vehicles.

The new stadium needs to operate independently and as an integrated facility to maximise utilization of all venues.

3.1.3 Other Users

Several other groups use the existing Mosaic Stadium and they will move to the new venue with the Roughriders. The principal secondary users are:

- University of Regina Rams (University Football)
- Regina High Schools Athletic Association
- Thunder Football (Junior football)
- Other users could include football camps, touch and flag football programs and field hockey

These users have small crowds of between 500 – 4,000 and their major requirement is appropriate changing rooms. It was agreed in a workshop with these users on 21 June 2012 that the new stadium would have four changing rooms in addition to the two main football changing rooms to accommodate these users. A request was made at that meeting to address their small crowd size and if possible provide some indoor support or hospitality space in the lower tier seating. There are a number of spaces that are suitable for their purposes at field level and on the Main Concourse.

As much as possible, given the space requirements and budget, the stadium (including lounges, concourses and back of house spaces) will be designed to be multi-functional to accommodate seasonal and all-season non-sporting events such as concerts, meetings, conferences, trade shows, social functions and special events.

Although at a very preliminary stage of proposal development, access by amateur sport to the stadium's playing field, training spaces, and meeting rooms will be enhanced, including provision of administrative space.

3.2 Working Brief

3.2.1 Summary

The Brief used for the Concept design can be summarised as follows:

1. 33,000 permanent seats with temporary expansion to 42,000
2. A sunken bowl design
3. Improved hospitality content
4. An open air environment protected with a spectator roof and provision for some localised radiant heating
5. An artificial field
6. Principally to host CFL Football Games with ability to host FIFA Soccer matches and appropriate compliance to FIFA technical requirements (field size, changing room, and sports lighting).
7. Part of the venue (Rider Store and other uses) for 6-7 day week use
8. Open concourses with field views
9. Dedicated Roughrider space including business and administration space, changing and training facilities.
10. Ability to divide non-Riders changing rooms into smaller changing rooms, and additional changing rooms for community use.
11. Multi-use capability in the lounge spaces, concourses, and catering abilities to support new activities.

A detailed room schedule will be produced in the next phase.

3.3 Segmentation

The audience segmentation has been evolving and will be confirmed in the next phase. The concept design illustrates the following split:

General Admission (GA)	87.7%
Lounge Seating	3.3%
Suite Seating	2.9%
Club Seating	6.1%



4.0 Design Criteria

4.0 Design Criteria

4.1 Guides & Codes

Below is a list of codes and guidance for the design of the Stadium Project. In some instances a precedence approach will be proposed to the City of Regina Building Standards Branch, where the project will benefit (e.g. in the case of seismic design criteria) without compromising quality or safety. Where this occurs, it will be through agreement with City of Regina Building Standards Branch for each item.

4.1.1 General

The principal codes governing the design of the Stadium Project are:

- National Building Code of Canada – NBC 2010
- National Fire Code of Canada – NFC 2010
- National Plumbing Code of Canada – NPC 2010
- National Energy Code of Canada for Buildings – NECB 2011
- Saskatchewan Code Adoption Guide 2010 (Gives local amendments to National Codes)
- The Uniform Building and Accessibility Standards Regulations – Statutes of Saskatchewan

4.1.2 Sports Specific Guidance

Stadia have a number of specific international codes and guidance documents that are in addition to the national building codes. The following are proposed for this project:

- CFL Technical Requirements 2012 (in draft)
- CFL Operations Manual 2011
- CFL Grey Cup Operations Manual 2011
- FIFA's Football Stadiums (FIFA Guide) Technical Recommendations and Requirements Edition (Full compliance is not advocated, parts to be adopted include changing facilities, field dimensions and sports lighting).
- ADA document on Accessibility Requirements of New Stadiums
- Guide to Safety at Sports Grounds "Green Guide" Fourth Edition.

4.1.3 Structural Guides and Standards

Including the following:

- Canadian Standards Association - Design of Steel Structures Standard S16-09
- Canadian Standards Association - Design of Concrete Structures Standard A23.3-04
- Guide to Safety at Sports Grounds "Green Guide" - Fourth Edition

4.1.4 Building Services Guides and Standards

Including the following:

- ASHRAE Handbook 2012 (HVAC)
- IESNA RP-6-01 Sports and Recreational Area Lighting
- IEEE Colour Books
- Canadian Electrical Code – CEC 2012
- Industrial Ventilation Manual (Published by ACGIH)

All site services will comply with the City of Regina Development Standards Manual and by extension the National Plumbing Code, NFPA 1142, etc., as well as Building Site & Parking Lot Drainage Requirements.

4.1.5 Fire Design Codes and Standards

Including the following:

- BS 7974, The Application of Fire Safety Engineering Principles to Fire Safety Design of Buildings – Code of Practice, 2001, or NFPA 101, Life Safety Code, 2012.
- Fire Engineering will follow the methodology outlined in BS 7974 or NFPA 101

4.2 Environmental Conditions

4.2.1 Environmental Design Criteria

Winter Outdoor Design Temperature:

-34°C (-30°F) January 2.5%

Summer Outdoor Design Temperature:

31°C (88°F) dry bulb, 70°F (21°C) wet bulb July 2.5%

Elevation: 575m

4.2.2 Internal Space Conditioning

The stadium is an open environment prioritising shade and air movement in summer and minimising air movement and permitting solar incidence in fall and winter.

The following spaces shall be air-conditioned:

1. Corridors, Lounges, Suites and associated Foyers.
2. Enclosed Support Areas – Control Room(s), Media, Players' Accommodation, Kitchens, and Offices.
3. West Club Concourses.

Internal spaces will be provided with sufficient heating, cooling and ventilation to meet the requirements of the occupants and processes occurring within each individual space.

Notwithstanding the potential future provision of a roof and radiant heating (bowl and concourse), the remainder of the stadium will be exposed to the elements and treated naturally (albeit with the provision of passive measures such as solar shading and wind protection).

4.2.3 Roof-Ready Conditioning Provision

The current concept design can accommodate a fully enclosed roof in the event that this is desired in the future. The principle is based on an overlay type solution where the additional structure and associated servicing (e.g. MEP plant rooms) are independent to the base design.

Initial analysis has indicated that if the entire stadium were enclosed and conditioned to that of an internal space, the increase in required mechanical equipment rooms would be in the region of 41% for heating and 33% cooling. However, given the local climate, it is more appropriate that an enclosed bowl has heating equipment only to temper incoming air.

Irrespective of the final form of any future roof, a diversification of supply would be applied to suit the operation of the stadium as a whole (i.e. the bowl and concourse would not need to be at full capacity concurrently and, as such, services could be proportioned to accommodate the servicing needs of certain areas at specific times).

4.2.4 - Provision for Multi-Functionality

Modular provision of heating, cooling and ventilation equipment and the associated distribution systems is required to allow areas to be used in a versatile and independent manner to suit the functional requirements of each space. To maximise versatility, the above systems will incorporate zoning and intelligent system control and monitoring.

4.3 Spectator Facilities

4.3.1 Viewing Space Projections

4.3.1.1 Row Depth

- All GA Rows shall be 33" (840mm)
- All Club Rows shall be 36" (915mm)
- All Suite Rows shall be 42" (1070mm)
- Rows at the front of a GA or Club tier (adjacent to a balustrade) shall be 40" (1015mm)
- Suite front rows shall be 46" (1170mm)

4.3.1.2 Seats

- All seats shall be fixed, tip-up style to create clearways in accordance with the regulations (loge seats may be better loose).
- GA seats shall be spaced at 20" (510mm)
- Club seats shall be spaced at 22" (560mm)
- Suite seats shall be spaced at 24" (610mm)
- Temporary Seating shall be spaced at 18½" (470mm)

4.0 Design Criteria

4.4 Viewing Standards

4.4.1 General

The viewing criteria are a careful balance between proximity, subtended angle of view and C-value to achieve the best possible sightlines for a stadium of this size. C-values will be a minimum of C60, as defined by the CFL, with the majority (circa 80%) over C90.

The maximum tier angle shall be 35.5°.

There is no guidance on highball sightlines for CFL. Generally, as such a highball sightline of 30m centre shall be observed.

4.4.2 Front Row Offset

The CFL field dimensions are observed which can also accommodate a reduced FIFA auxillary area (agreed directly with FIFA by Pattern for Al Ain Stadium). A full FIFA auxillary area could be used but this would be wider than required for CFL. There was an express desire at the initial workshop to get spectators as close as possible to the field.

4.5 Concourse & Sanitary Provision

4.5.1 Concourses

Predicted concourse occupancy is assumed to be 100% in line with the Canadian Code and CFL Technical Requirements.

Therefore, concourse allowances are as follows:

GA Concourse	3.2 ft ² (0.3m ²) /person
Club Concourse	3.8 ft ² (0.35m ²) /person

4.5.2 Sanitary Provision

The CFL guide has sanitary ratios and these vary from GA to Club. These could be used, but a more globally tested code is the FIFA Guide. This exceeds the CFL code and is universal for all seat grades. Hence the FIFA criteria are used for sanitary provision to give a better service level.

The key variable is audience profile and variability. The Riders' current crowd is diverse and other events may attract even crowds. To allow flexibility for these scenarios, the ratios are:

Male:	Female:	Switchable
60%	40%	10%

It is possible that some events (e.g. a concert) could have a majority female crowd. If this is the case, the client should confirm the revised ratios to be used. In this event, the female ratio would rise, adding cost.

4.6 Vertical Circulation

There is an established principle of ramp access in the majority of North American football stadia. Mosaic Stadium and most of the venues visited on the stadia tour have ramp access.

Depending on the stewarding / ushering strategy, elevator use will generally be restricted to mobility impaired users, security, evacuation, goods and fire-fighting needs. Suitable lobby clearances and fire protection will be provided.

Dedicated Goods / Service elevators will be provided to transfer goods and waste. 'Clean' and 'Dirty' segregation is important especially for the transfer of food and other sanitised materials. The sizes of these elevators are dependent on the stadia operator's requirements and are to be determined.

Escalators are increasingly common to improve comfort and ingress – egress times. Bi-directional Heavy Duty 1000mm wide escalators operating in 'Tidal' Modes (upwards at the start of the games and downwards at the end of the games) are proposed.

The proposed vertical circulation strategy is as follows:

Lower Tier:

- At-grade entry

Club Tier:

- Escalators on west side
- Ramps on east side
- Provision for future escalators
- Elevators also serve this level on both sides for wheelchair spectators

Suite Level

- Elevators and Escalators

Upper Tier

- Ramps
- Elevators also serve this level for wheelchair spectators

4.7 Catering & Merchandise

4.7.1 General

Merchandise and catering is becoming increasingly complex in modern stadia design. The overall concept needs to be driven by the client with input from their market study advisors and the selected catering provider. Key issues include:

- Spectator profiling
- Electronic/smart ticket purchase and loyalty programmes
- Local preference and tastes
- Market level for general and suite/club spectators – food and beverage range/type
- Non-match opportunities; museum, stadium tours, concerts, other sports and conferencing
- Replica shirts and memorabilia
- Load time of stadium and increasing the overall event time by attracting spectators early and retaining them after play, to increase revenues.

The assumptions for merchandise and general spectator catering will be reviewed and incorporated into the next phase.

4.7.2 General Admission (GA) Spectators

This is a broad categorisation and defines all spectators who are served by a concourse i.e. they do not have a lounge or suite-based hospitality provision associated with their seat.

Within this, there is a subdivision based on the quality of view. The best seats are those in the Club level, followed by the Lower Tier (side then ends) and finally the Upper Tier (although some fans may prefer these to Lower Tier end zone seats).

The proposed stadium has been developed to allow segmentation flexibility. For example the East Club tier could be upgraded to provide a 'club' level offer; either as in the West or at a level between GA and Club.

Concessions shall serve all GA and Club spectators. Again this is a broad offer. At West Club level these would be higher end to suit the internal conditioned environment.

4.0 Design Criteria

4.8 Hospitality

The following approximate area allowances have been used:

- Lounges: 12 - 32 ft² (1.2-3m²)/person, to cater for a range of offers from standing cocktail style to seated dining.
- Suites: 12 - 23 ft² (1.2-3m²)/person
At some venues a row of seats are sold on the inside of the suite. The area/person is based on the external seats. Adding internal seating will reduce the space standards.

The suites and lounges shall be serviced by satellite service kitchens or integral serving counters fed by a single main kitchen. The main kitchen needs to be sized based on the level of service and number of covers by the catering consultant. The overall area can accommodate long term demand for an expanded lounge offer. The equipment level shall be appropriate for the offer defined above.

Where possible, an external space or terrace is provided to each lounge. This provides flexibility, reduces the amount of internal (conditioned) space required and makes the most of the very pleasant climate for the majority of the football season. All lounge and suite ticketholders shall have a seat in the bowl. Suites shall have moving glazed partitions to allow spectators to choose whether their seats are external or internal.

4.9 Ticket Office & ATMS

It is assumed the stadium will have provision for auto teller machines (ATM) and smart ticketing.

4.10 Special Interest Groups

4.10.1 Spectators in wheelchairs

The number of wheelchair spaces provided is a continually changing ratio. International best practice is to provide the same choices as for able-bodied spectators. A demand study will need to be undertaken in the next stage.

This provision shall be:

- Uniformly distributed throughout the venue at all grades and locations.
- Created with demountable elements to allow flexibility to reduce or increase positions in line with actual demand.
- Integrated into the adjacent seating with a companion seat.
- Power for electric wheelchair recharge.

As the majority of seating is via an open concourse, demountable wheelchair platforms can be implemented without alteration to the base construction. Wheelchair spaces in the upper tier will be through adapted vomitories (entrances through the seating tier, rather than from above it) which afford wheelchair access to wheelchair platforms.

4.10.2 Seasons Tickets/Supporters Club

There shall be no specific provision assumed for season ticket holders or members of the football club. One of the lounges will be the basis for such a facility if required in the future.

4.11 Ticketing, Ingress and Egress

The Entry Capacity shall be calculated in accordance with relevant Canadian codes and international best practice.

The design shall be based on a manual ticket check by stewards. Power and data provision shall be provided for future turnstile installation. A portal shall be provided for this and unfilled with ingress gates (restrained outward opening) to allow stewards to manually manage access control.

Egress shall be through dedicated egress gates. Ingress and egress gates shall be locked and released via magnetic locking mechanisms controlled locally and via the stadium control room.

4.12 Field

4.12.1 Dimensions

The field shall be to CFL regulations; 65 x 150 yards. An auxiliary area has been agreed with them as illustrated. For soccer, a FIFA compliant pitch of 105 x 68m can be provided. The auxiliary area shall be a reduced size as agreed with FIFA so as not to compromise Football spectator proximity.

4.12.2 Quality and Profile

The playing surface shall be artificial turf. The field surround shall be rubber crumb. Artificial fields do not require a crown but most clubs prefer a minimal profile. This shall be agreed in the next stage. If there is a profile (recommended) it shall be a crown with a uniform perimeter rising to the centre.

4.12.3 Field Protection

Many stadia host non-football events that require the field to be protected or removed. There are several options which will be reviewed in the next stage. Built-in or removable systems need to be designed from the outset. Alternatively, rental tile systems can be used without any base provision. The former has a higher capital cost and lower in-use cost. The latter has no capital cost but higher event costs. The business case for non-sporting events should address this issue.

4.12.4 Practice Field

A practice field is not proposed as part of the site plan. While the Riders' programme requests one, it is understood that this is not a requirement if the Riders have access to the field most of the time and, in the event they do not have access to the field, that other Evraz Place facilities can be used for practices.

4.13 Players, Coaches & Officials

4.13.1 General

Many teams will play at the new stadium, including the Roughriders, Rams, Thunder, RHSAA teams and the Regina Riot. Of these users, only the Roughriders will be resident here. All other teams will be resident and train elsewhere i.e. they will not have any permanent accommodation at the proposed stadium.

4.13.2 Players

The Riders' Space Needs Analysis has been used to develop the space allocation for the stadium. Room planning will be developed in the next stage.

The two main football changing rooms shall accommodate 90 players. It is assumed that the Riders' changing room is for their exclusive use.

Three further changing rooms shall be provided as follows:

- Visiting Team for 90-player can be divided into two 45-player units
- Community changing A + B at 50 and 65 players respectively that can be combined into one 80-100 player unit

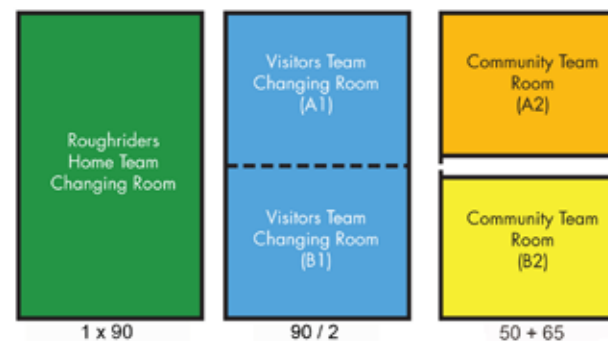
Hence for non-Riders games that require player changing in excess of 40 persons the three units above provide two 90-player units. For events that require double headers (e.g. soccer), the units above are configured as four 40-player units.

For concert use the visitors and community changing rooms can be overlaid as required for green rooms.

4.13.3 Coaches and Officials

Coaches' accommodation shall be as detailed in the Riders' Space Needs Analysis and as required by the other stadium users (i.e. Rams, Thunder, etc.). The coaches' suites will be available to all.

Officials' accommodation shall be in line with CFL requirements. The overall provision of coaches and officials is beyond that required for FIFA. For major (national or international) soccer tournaments it is assumed that some Riders' offices will be made available as required or that temporary offices are created elsewhere; no additional provision has been assumed.



Arrangement of changing rooms

4.0 Design Criteria

4.14 Broadcast

4.14.1 General

The CFL do not have a detailed broadcast guide; the design team are working with them to develop one and the stadium will be the first venue to be designed to this new guide. Ongoing dialogue with TSN, the CFL and the Riders' media team is required to develop a detailed brief in the next phase.

For soccer, the FIFA edition 4 layout will be assumed; the current edition 5 has over 31 cameras and is appropriate for a world cup. If such a match were held at the stadium in the future the additional cameras would be provided as an overlay.

The stadium will have containment for future pre-wiring for broadcast.

4.14.2 Cameras

The camera layout from recent Grey Cup events are being used as a working model; the soccer layout will be optimised as much as possible to be complementary with the football.

4.14.3 TV and Radio Studios

There shall be 1 TV studio and 4 TV/Radio commentary suites. For major tournaments additional overlay studios can be created on viewing towers. The final requirements will be completed in the next stage after consultation with TSN, CFL and the Riders.

4.14.4 Written Press

There shall be a minimum of 50 written press positions in accordance with the CFL guide. Additional positions shall be created by closer spacing and an additional tier up to a maximum of 100 positions; again as per the CFL guide. If this number needs to be increased the client needs to confirm the number required prior to the next phase.

Each position shall be provided with a power, data and TV feed.

4.14.5 Photographers

There is no existing guidance on photographers in the CFL guide. FIFA has a well developed protocol which will be the working model until final arrangements are confirmed with the CFL in the next stage.

4.14.6 Mixed Zone, Conference and Interview

A mixed zone and flash interview arrangement is required by CFL but with limited definition. Again FIFA has a well developed protocol which will be the working model until final arrangements are confirmed with the CFL in the next stage.

The Riders' Space Needs details a media/interview room which has been included in the concept.

4.15 Safety, Security & Operation

4.15.1 General

Our overall approach to match day security and stewarding is to minimise the requirement for police presence; our approach seeks to improve security and safety through passive design, the application of technical security systems, and a bespoke steward briefing/training regime.

This has been discussed with the emergency services at meetings in June and agreed in principle. The City, Riders and Evraz Place were all present. The final security plan needs to be agreed with all parties in the next stage.

No special arrangements have been requested for VIPs. It is assumed the basement access and or site security will meet any requirements for heightened security scenarios.

4.15.2 Control (Operations) Room

A control room shall be provided in the south-east (provisionally) corner at high level with a commanding view of most of the seating bowl and field. Most likely at the top of a viewing tower / video screen structure.

This room shall have ultimate control of the stadium PA, CCTV, fire alarm, access / egress control and video replay systems.

This room shall be supported by a 24-hour secondary security room in the basement, close to the loading dock. Repeat monitors, panels and controls may also be provided in the east entrance foyer.

The control room shall have the capability to monitor the public realm associated with the development, and control vehicle access points to the concourse and basement.

4.15.3 Police

It is assumed all police accommodation is mostly via mobile units; two small holding rooms have been provided as requested by the police.

A dedicated briefing room for stewards, police or security personnel is not provided. It is assumed the stadium bowl or the Riders' auditorium can be used for this purpose prior to use by others.

4.15.4 Ambulance and Spectator Medical

An ambulance will be parked inside the vehicle tunnel for acute player or official emergencies. The wider site also has numerous possible locations for ambulance stand-by.

No spectator medical facility is provided. Spectator's who require extensive medical assistance will be taken by ambulance to a nearby hospital. Basic first aid provision will be via help points through out the stadium and trained stewards. During major events one of the existing Evraz Place venues could be used for a field hospital and/or medical treatment area if required.

4.15.5 Stewards

Most modern venues have moved to fewer police officers and greater numbers of well trained stewards; this strategy is recommended but is subject to dialogue with the Police and stakeholders in the next stage. For many venues this is driven by the high cost of policing.

Within this strategy there will also be intent to minimise personnel numbers through clear circulation, wayfinding and signage. The emergency evacuation system will support this approach through devices such as phased evacuation and voice alarm.

Steward locker rooms have not been provided. It is assumed the existing event staff accommodation at Evraz Place will be used for stewards.

The basement security room shall accommodate 4 personnel. This room shall be occupied 24 hours / day.

4.15.6 Groundsman's Store

A Groundsman's store shall be provided adjacent to the vehicular field tunnel for storage and operation of field maintenance equipment.

5.0 Site Planning

5.0 Site Planning

5.1 History & Context

Regina Exhibition Park, now called Evraz Place, has been an exhibition ground since it held the first territorial fair in 1895. Located west of the downtown, the site is bounded by the Canadian Pacific Railroad to the south, Elphinstone Street to the east and Lewvan Drive to the west. The northern boundary is a combination of adjacent users (hospital and armoury) and Dewdney Avenue.

Originally the park was a series of buildings in the neo-classical style arranged around parterred gardens called Confederation Park. These buildings are now gone but the park remains. Evraz Place has undergone continuous change and redevelopment over the past century, and the current master plan for the site includes the removal of numerous older buildings and the consolidation of buildings into an interconnected events complex at the centre of the site comprising: spectator arena, the sport and recreation facilities and the convention centre.

The site is mainly hard surfaced and the venue is a mix of old and refurbished venues; most with low visual appeal.

A heritage study has been undertaken of the Exhibition Grounds which will be considered.



As was: Confederation Building



A 1931 gathering of First Nations on the proposed site (image courtesy of Elmer Eashappie)



Looking north to the proposed site



Looking north to Confederation Park



Concession tents in Confederation Park



Evraz Place hosting the annual "Queen City Exhibition"



Inside the Evraz Place Eventplex



Inside the Evraz Place community hockey arenas

5.0 Site Planning

5.2 Urban Design

In all four directions the site is surrounded by residential neighbourhoods; however the southern and western boundaries have a large scale character owing to the railroad and Lewvan Drive respectively. Elphinstone Street is the most people-focused street retaining an intimate scale and clearly defining the site edge. To the north the scale is mixed and the edge poorly defined.

A significant aim in locating the stadium and planning the site is to enhance the urban setting generally. The boundary conditions and scale are helpful in that they encourage the desired pedestrian priority to the east (towards downtown) and vehicles from the west (major trunk road Lewvan Drive).

The only significant urban asset on the site is the Confederation Park. It is in a degree of disrepair and dilapidation. The fountain is crumbling and the formal parterres are no longer present. However the mature tree planting is significant and would be very hard to replace in the short term. It is the only "people scale" external space on the site.

At a city wide scale the site has poor and unpleasant pedestrian connections to downtown. This makes the distance seem far greater than is the case. The railroad that divides the site from the southern part of the city provides an opportunity to better connect to downtown. The design team recommended a linear park to create a direct pleasant link between the site and the commercial district. This could also extend west and connect to the wider green space, cycle and footpath system. This is now part of the Regina Revitalization Initiative and will be scoped as part of the site preparation work and the infill development project of the current Mosaic Stadium site. The City of Regina Transportation Master Plan has included this concept as well.

5.3 Land Ownership Boundary

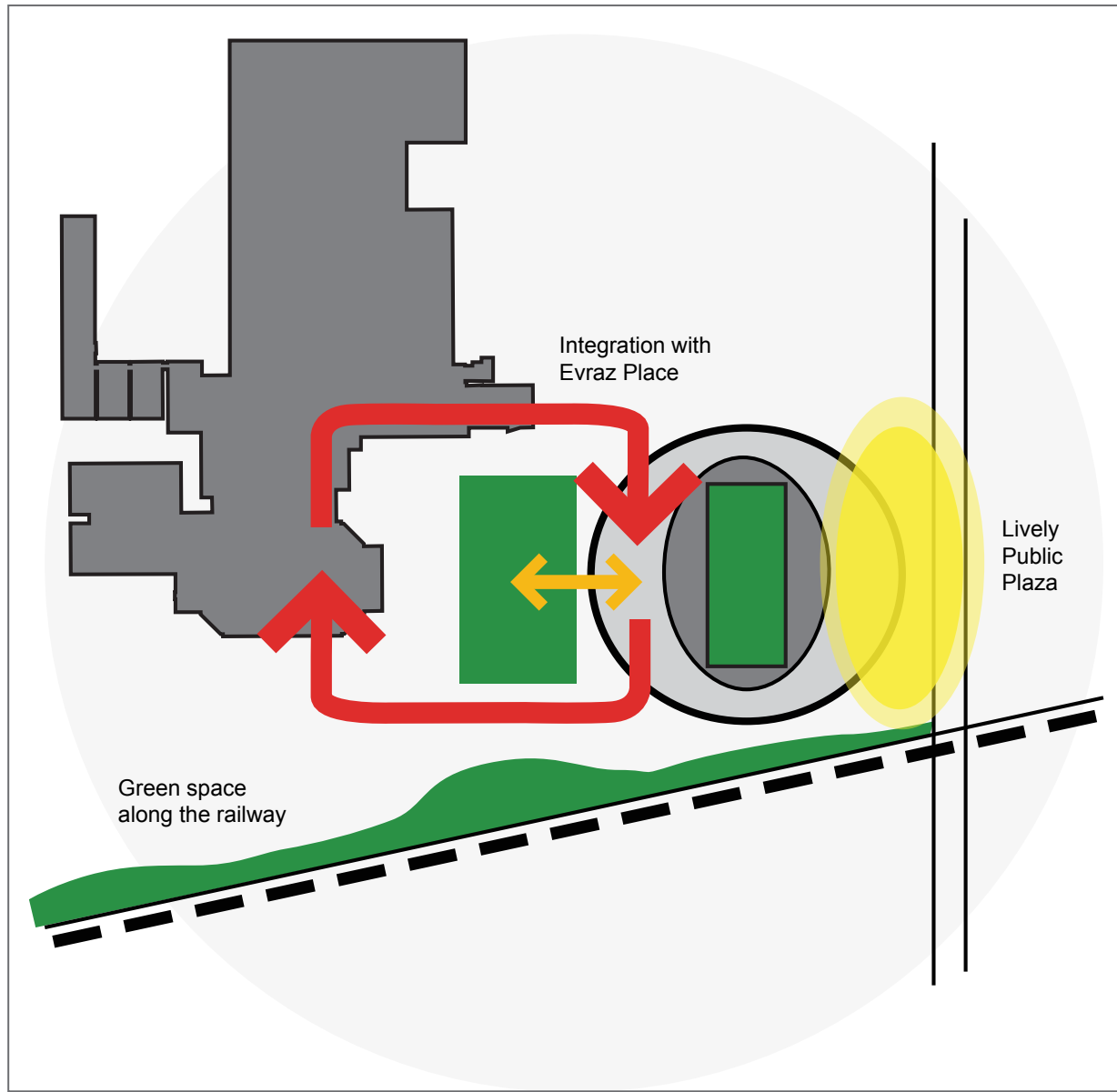
A formal site boundary plan has been commissioned. The Evraz boundary has no practical impact other than to the south. This boundary defines city-owned land and land owned by Canadian Pacific Rail (CPR). Negotiations are nearing completion to purchase part of the CPR land that will result in a wider zone to the south of the stadium which would improve people flow, comfort and the overall urban design aims significantly.

5.4 Stadium Location

Following a study of the various location options, the illustrated location was selected. This places the stadium on axis with Confederation Park (and the Brandt Centre) and it addresses Elphinstone Street to the east. This location has the following benefits:

- Is complementary to the natural pattern of pedestrians to the east and vehicles to the west
- Creates an opportunity for a new public space along Elphinstone Street which will also be a catalyst to regeneration of the neighbourhood
- Positive re-use of the Park and works with the Brandt Centre to enhance the park's setting
- Allows a north-south orientation for the field
- Allows segregated use of the stadium when major shows are on at Evraz and conversely events at Evraz on game days
- Allows for a continuous external concourse to circumnavigate the stadium
- Gives the stadium presence and the opportunity to create a new civic landmark (icon)

High Level Site Plan



5.0 - Site Planning

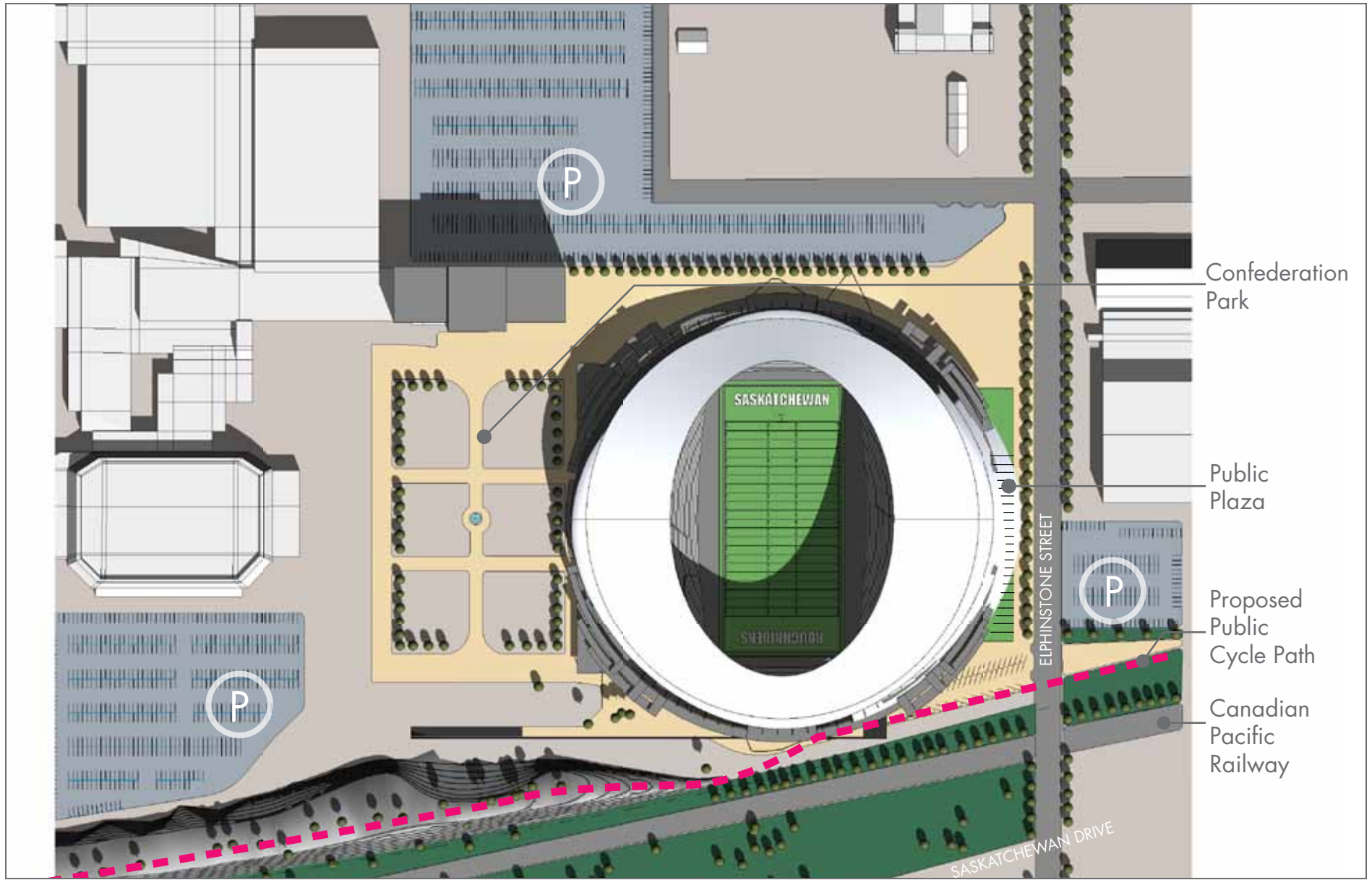
5.5 Site Strategy & Elements

The proposed site plan includes the following features:

- **Confederation Park.**
The park, with its mature trees, is retained and updated for use as pre-game event space, or for other outdoor ticketed or unticketed events. No other practice field is provided as it is assumed that the Roughriders will practice on the stadium field or in the Eventplex at Evraz Place.
- **Green Belt.**
A continuous strip of green provides an edge to the existing Evraz Place, and allows a continuous green connection from downtown to the west of the city.
- **Public Plaza.**
A public plaza will be formed on the east side of the site, providing an entrance area for pedestrians.
- **Continuous External Concourse.**
Continuous external paving around the stadium and Confederation Park allows circulation and gathering space during game days, but can be used for parking or outdoor events during non-game days.
- **Parking.**
Dedicated 24/7 parking for the Roughriders football club is provided for in the south-east corner of the site, while event parking is provided on the Evraz site.

A transportation and parking strategy is being completed that will further inform the details of traffic flow, transit and parking upgrades on the site.

Proposed Site Plan

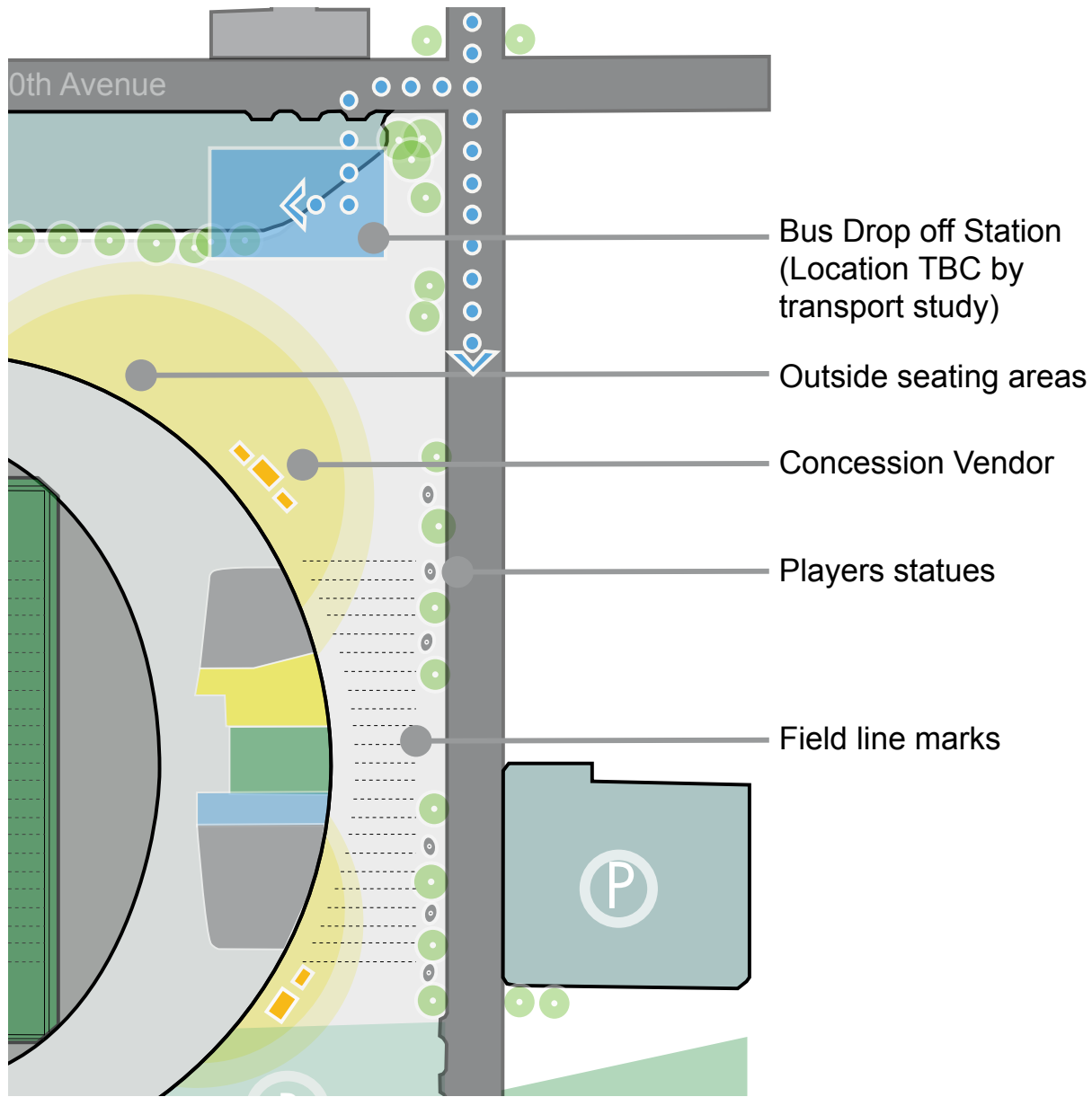


5.0 Site Planning

Confederation Park



Elphinstone Street Plaza



5.0 Site Planning

5.6 Site Circulation

5.6.1 General

As a functioning exhibition centre with massive shows such as Agribition and small scale daily community use, the Evraz complex requires a flexible circulation system.

In the proposed site plan the stadium is placed over under utilised or disused buildings. The major agricultural sheds, Brandt Centre and major indoor halls and rinks are west of this, allowing a clear segregation of stadium users from other users when required.

5.6.2 Pedestrians

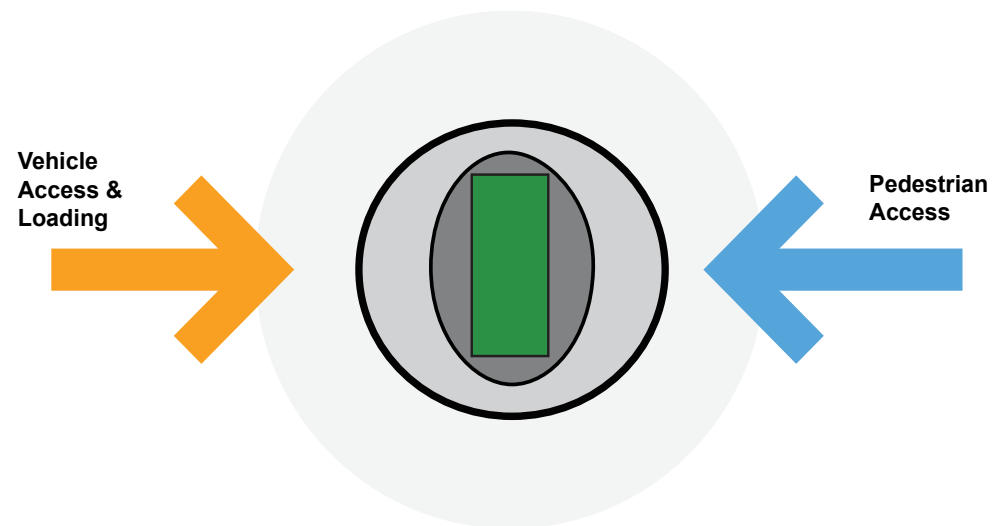
The proposed site plan seeks to emphasise pedestrian arrival and accommodation on the east, and gives vehicles priority to the west of the stadium. To this end, the idea is to create a pleasant public realm that encourages people to walk to the stadium, use the broader amenities and spend longer at the complex. The existing Confederation Park defines the western boundary of the stadium and creates a pedestrian priority environment for the pre-match party; currently at Mosaic Stadium this happens on the practice field.

Once on site, spectators circulate around the stadium on an external concourse. This is intended as an un-ticketed zone; however the section adjacent to Confederation Park could be ticketed if required. This concourse will be designed to feel like a people space but will also support the large vehicles and exhibition use required on non-game days.

Complementing the Park to the east is a covered space creating a sheltered zone prior to entering the internal concourse of the stadium. Spectators enter

on the north-east and south-east corners. Daily visitors enter on the main axis. Stakeholder office users enter via a less prominent lobby on the north-east core.

Spectators in the west can be managed in a number of ways to suit the event. The two key alternatives are directly or via the park. This largely depends on whether the pre-game party is ticketed or free to entry. If free, all users can pass through or enter directly as they wish. In a paid scenario, those attending the party enter via the park and others directly via corner entrances on the colonnade. Although unlikely, if the park is being used for an unrelated event, all spectators could enter via the corners directly. Club and suite entry is via lobbies either side of the main axis.



Primary access concept & site organization

5.6.3 Vehicles

Evraz Place requires vehicle access to as much of the site as possible. The stadium perimeter (external concourse) will have full vehicle access for emergency vehicles and hence is available for operational vehicles. It is assumed that a game day operational plan for vehicles will be developed by Evraz Place in consultation with the Roughriders and other users. On game day we are assuming the external concourse is a pedestrian zone with emergency vehicle access only.

Vehicle and pedestrian movement around Evraz Place will be significantly affected by the location of the new stadium. The Evraz operations are different for each event type (e.g. Arena event, Expo, community ice pad use, etc) and therefore a movement study considering each operation type is recommended to understand:

- On site Parking
- Servicing vehicles
- Emergency vehicle movements
- Pedestrian Movement
- Stadium Egress/Ingress
- Exhibition loading
- Concert loading
- Public transits
- Cycling accommodation

As a general principal the eastern part of the stadium will attract the most concentrated pedestrian usage as it faces the city and is likely to be the location of the store and administration.

The City is encouraging alternative modes of transport on event days such as Park and Ride. The RRI also

now proposes the “Greenway” pedestrian route (recommended by this team) from Downtown to the SE corner of the new facility. Both these initiatives will result in increased pedestrian activity to the east of the stadium; further activating Elphinstone Street from a community perspective. It is therefore prudent to reduce vehicular traffic in this zone and perhaps close Elphinstone Street from the railroad to 10th Avenue on game days. The client’s transportation consultant should address this.

Vehicle entry to the basement is via a single two-way ramp. Prior to a game these are likely to be service vehicles (deliveries, waste, catering etc.). During a game, player buses and emergency vehicles shall be permitted to enter.

The basement has accommodation for semi-trailer positions as requested by the client. A football game and operation can be adequately served by two and even one position. Some stadia have no permanent access semi-trailer or coach parking with vehicles descending to only drop and collect people or goods. If several positions are maintained, one or two could be used by outside broadcast (OB) units. Alternatively all OB vehicles could, and probably should, remain at ground level. The ideal location would be in the car park south of the Brandt Centre adjacent to the Greenway.

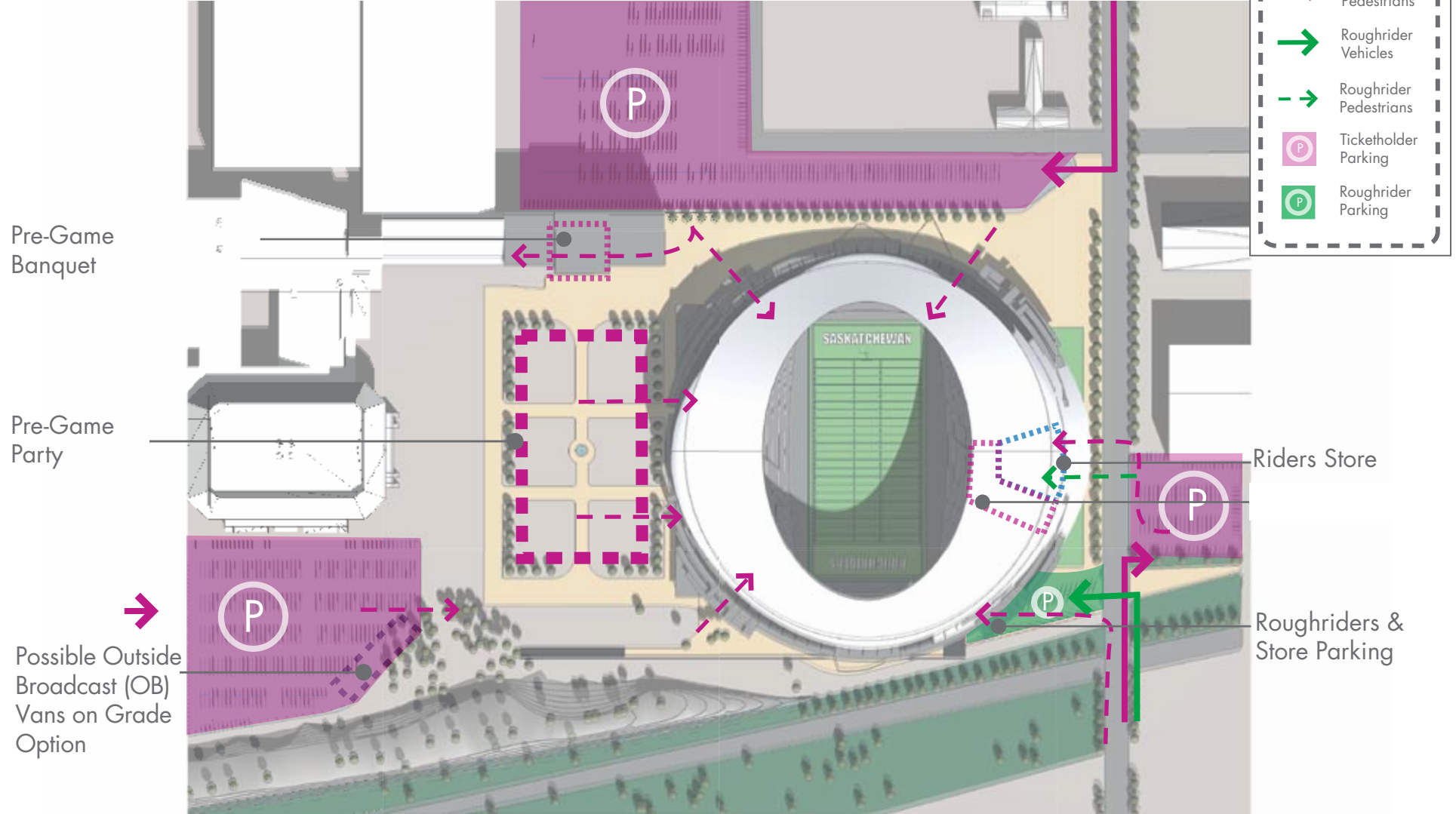
For concerts it is possible to open both field tunnels to vehicles allowing semi-trailers to drive onto the field, unload and exit via the second tunnel. i.e. they have no need to remain in the loading dock.

This strategy is consistent with the overall approach of vehicle entry and accommodation biased to the west. A more detailed vehicle circulation strategy

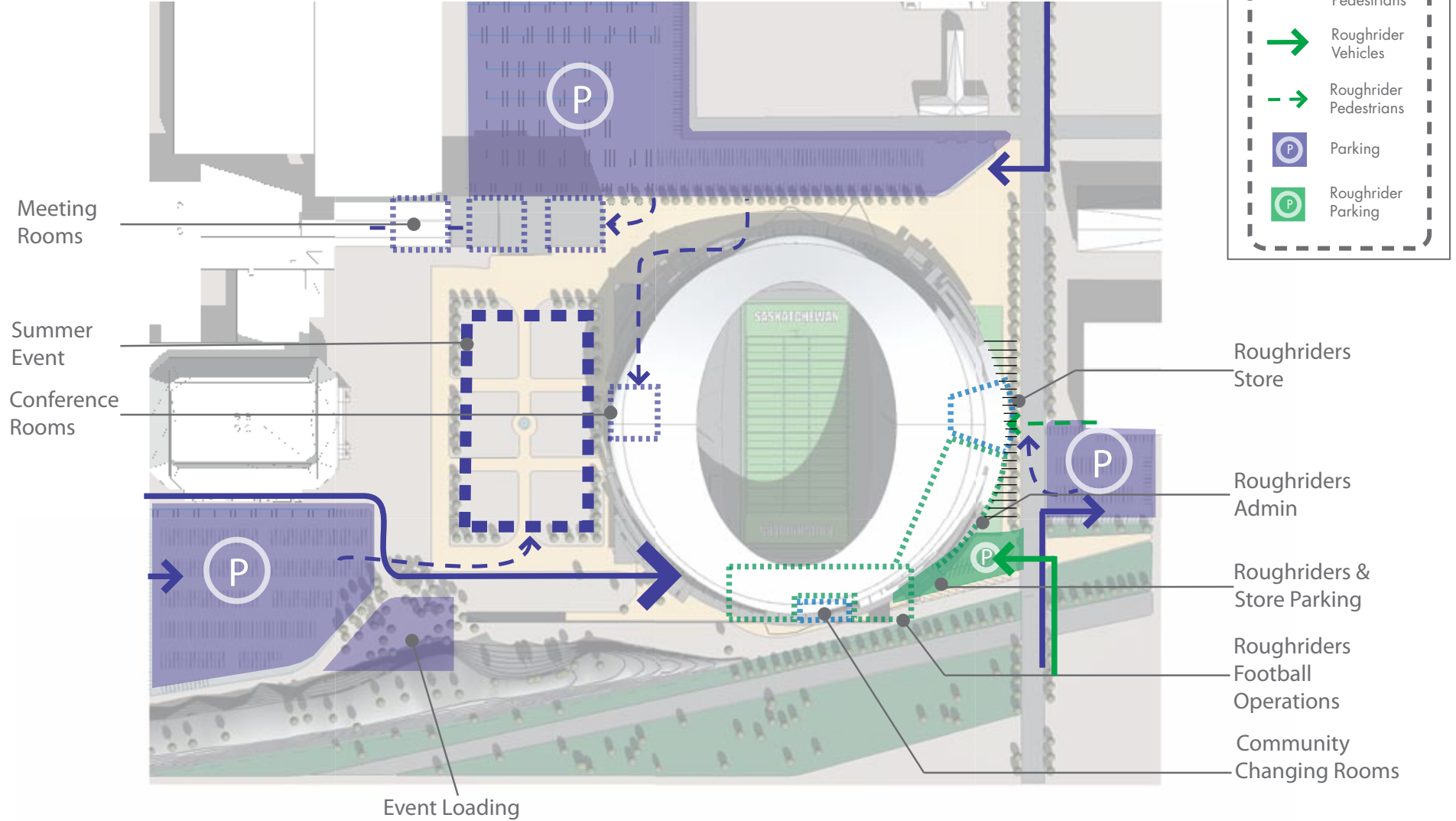
will be developed in the next stage with the City’s transportation advisor. Delivery and waste removal strategy will be reviewed with the F&B advisor.

5.0 Site Planning

Game-Day Access

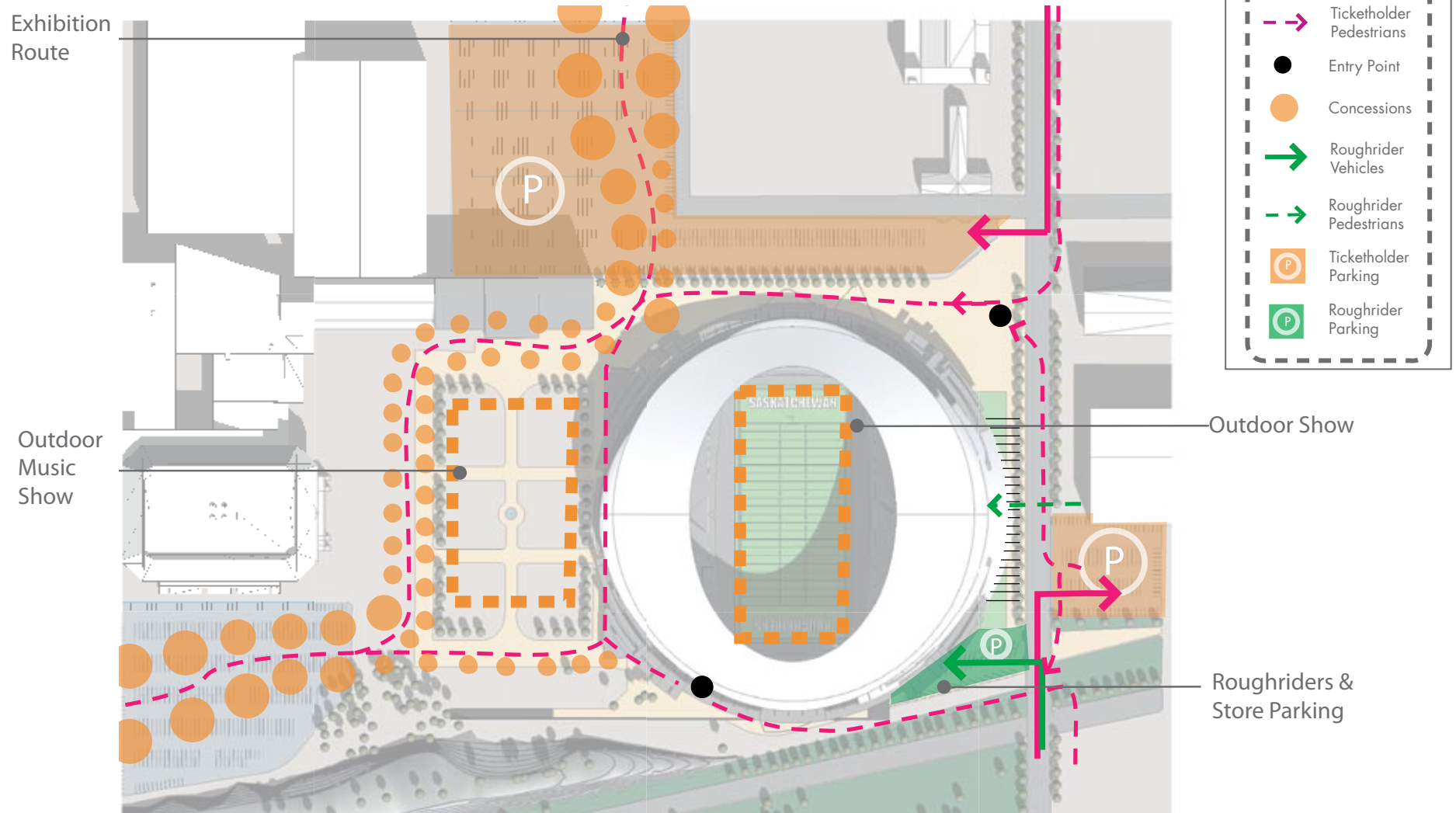


Non-Game-Day Access



5.0 Site Planning

Exhibition-Day Access



5.7 Parking, Transportation & Road Strategy

A comprehensive parking strategy is being developed with the City's traffic consultant. However at a high level the following is assumed:

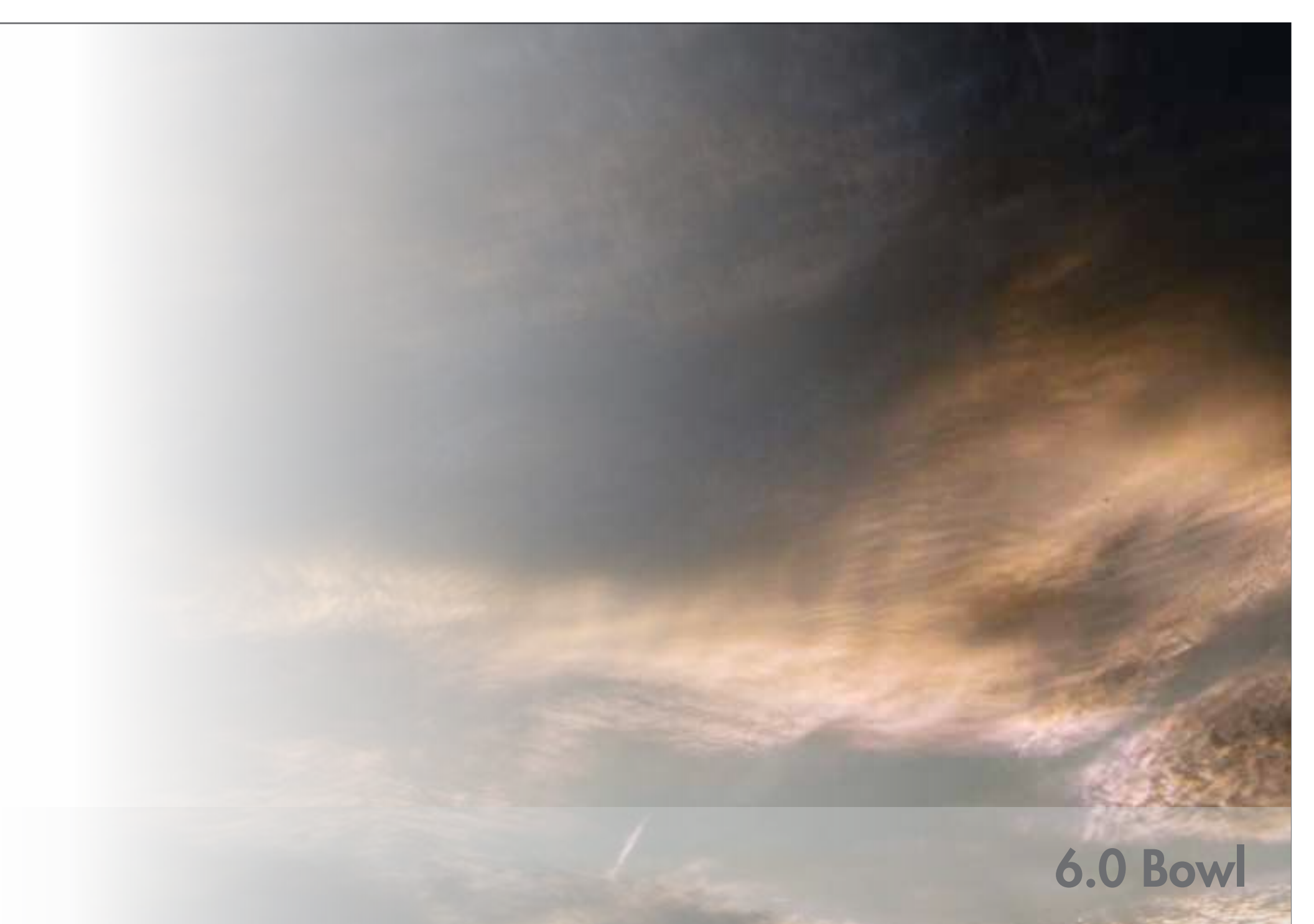
- Primary vehicle access will be via Lewvan Drive
- Elphinstone Street may be closed to traffic on game days. When it is open the primary access will be through 10th Avenue
- Existing Evraz Place parking will be used for game day
- The Roughriders will have 24-hour, 7-day access to their facilities through dedicated parking on the eastern side of the stadium
- Some parking will be provided for the public visiting the Riders' store on the east side of the stadium
- The plaza and Elphinstone Street can be considered a continuous surface that can be closed off for game or other event days. Discreet parking space markers can be used to maintain a public plaza feel to vehicle parking areas.
- A place for bus drop off will be provided on the north side of the stadium



Precedent: Continuous sidewalk / roadway on London's Exhibition Road



Precedent: Discreet parking space markers



6.0 Bowl

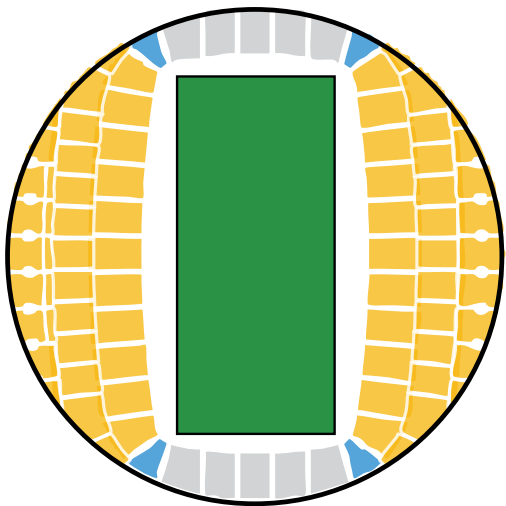
6.0 Bowl

6.1 General

Increasingly in many sports including football and soccer there has been a trend towards greater operational area beyond dead ball and touchlines. This takes the spectators further away from the action. Whilst modern media and match regulation needs to be addressed this must not be at the loss of intimacy and atmosphere.

In the June workshop a very clear direction was given from the Roughriders and all others present, to maintain the current close-to-the-action atmosphere of Mosaic stadium.

Pattern has done exactly this for soccer where a new closer auxiliary area has been agreed with FIFA. For football we are working with the CFL to develop the auxiliary area; for this stage we are working to their minimum requirements.



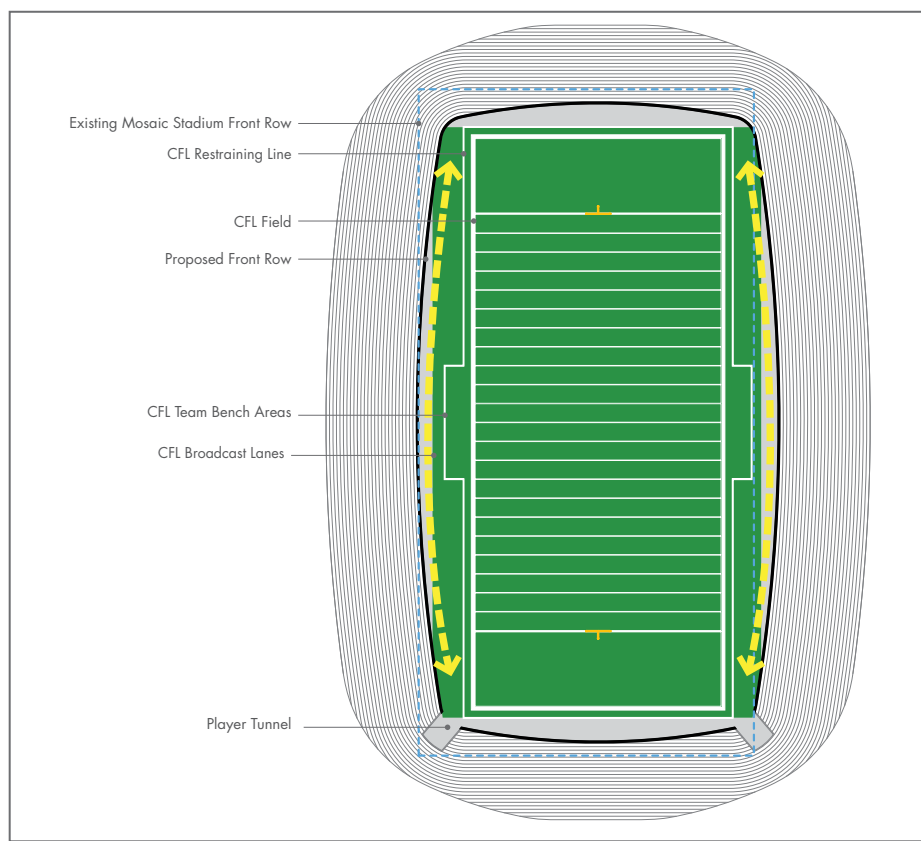
Seating Zone	approx. % of total seats
Sidelines	80%
Corners	5%
Endzone	15%

Plan Distribution

6.2 Field of Play

6.2.1 CFL

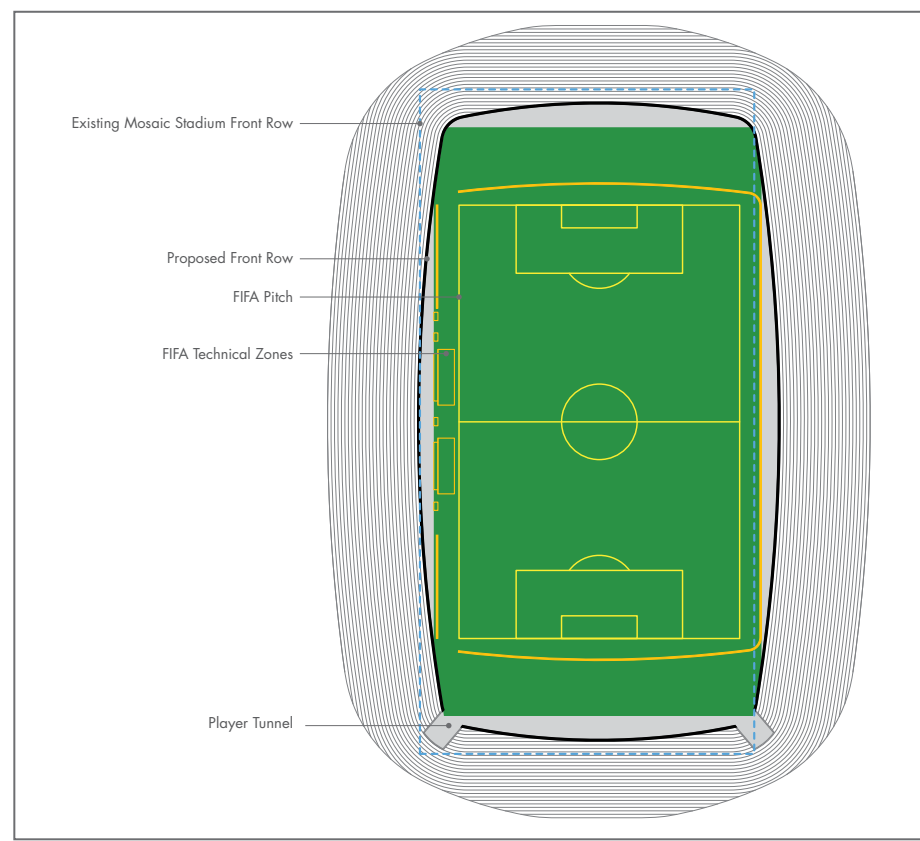
We will work with the CFL to agree on the auxiliary area. In approach, this will be the best balance between the space required for operation and a good close-up spectator experience. The current auxiliary area works to CFL minimums and is well suited to a 'TV' bowl as the space requirement in the centre is greater than at the ends. In the next stage a more pronounced curvature will be investigated to improve atmosphere.



Field of Play as CFL Field

6.2.2 FIFA

The FIFA auxiliary area is 125m x 85 m (410' x 279'). If this were implemented, the side stands seats would be further out than the minimum CFL requirement; this would work against creating a close-up atmosphere. Hence the reduced FIFA auxiliary area is used, which should still be acceptable for potential FIFA events.



Field of Play as FIFA Pitch

6.0 Bowl

6.3 Bowl Geometry

6.3.1 Plan

The traditional football stadium is based on a rectangular plan. Most examples including Mosaic Stadium follow this layout. However a circle actually places the majority of seats in the best location; on the sides close to the centre.

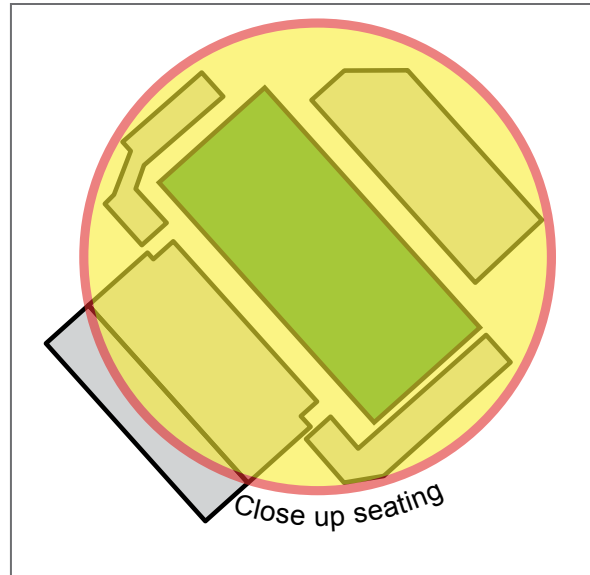
6.3.2 Arrangement

A pure circle generates a bowl with a saddle-type form, which we call the “infinity bowl” based on its infinity-sign profile in elevation. This can be modified to change emphasis. Two other variants were considered and rejected; a view bowl and a concert bowl.

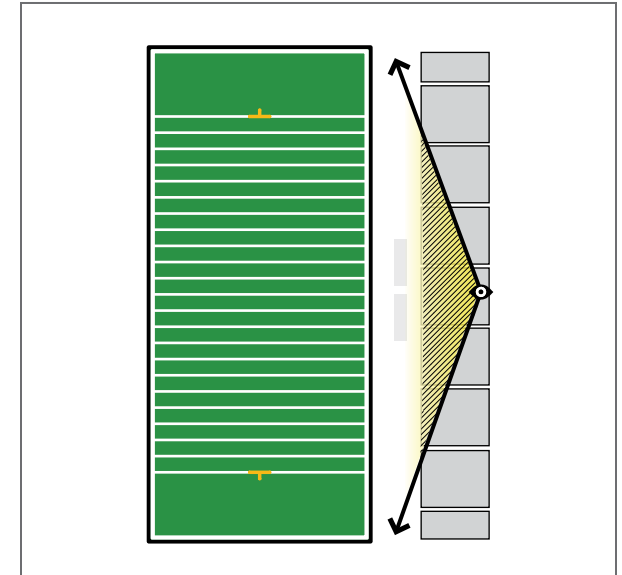
The infinity bowl was selected following review with the stakeholders.

6.3.3 Front Row

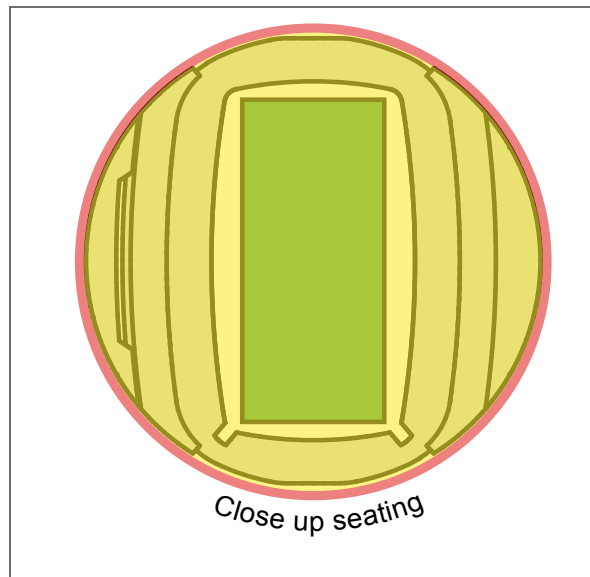
To improve sightlines the first row is elevated approximately 3' (1.2m) on the side stands and configured in an arc to create space around the bench and improve atmosphere through peripheral vision. The end zone seats are particularly problematic if too low. This is addressed by making these straight and cutting the front rows with an arc; this sophisticated and subtle geometry increases the height of the seats behind the goal further.



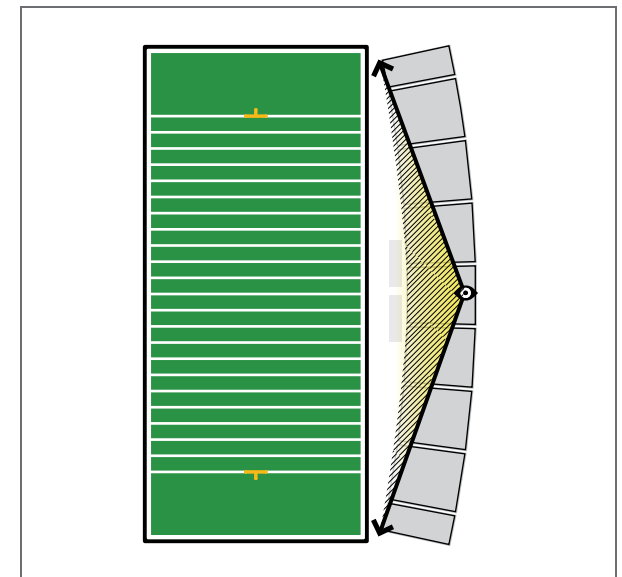
Existing Mosaic Stadium



Existing stadium: reduced view of the crowd

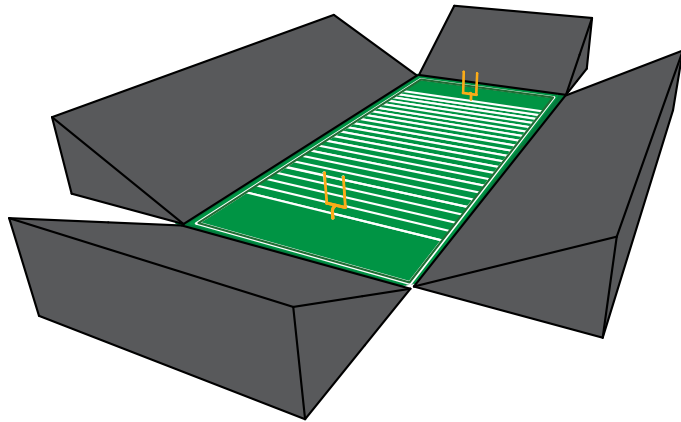


Proposed stadium geometry

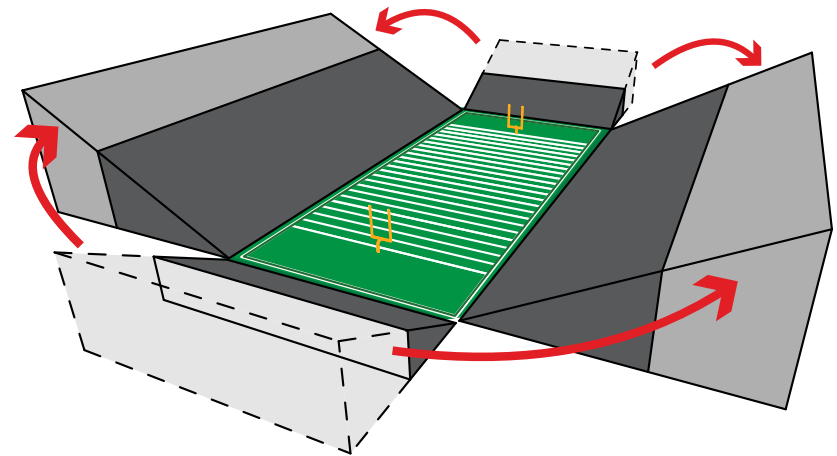


Proposed stadium: an enlarged view of the crowd

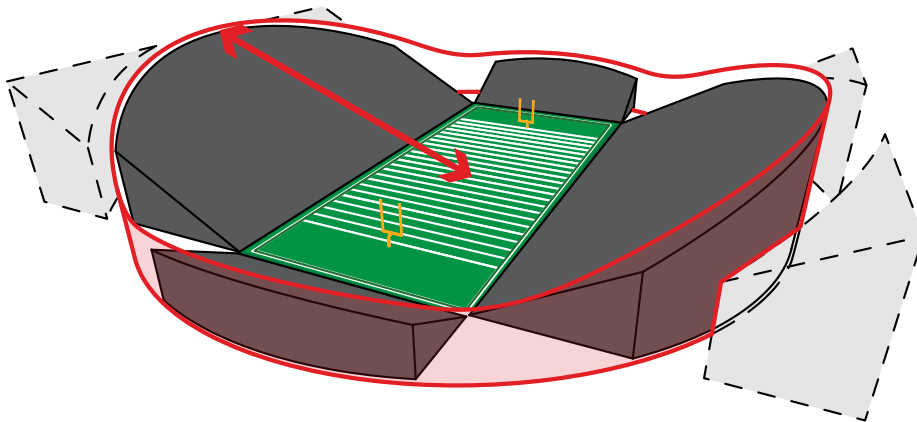
Development of the Bowl Geometry



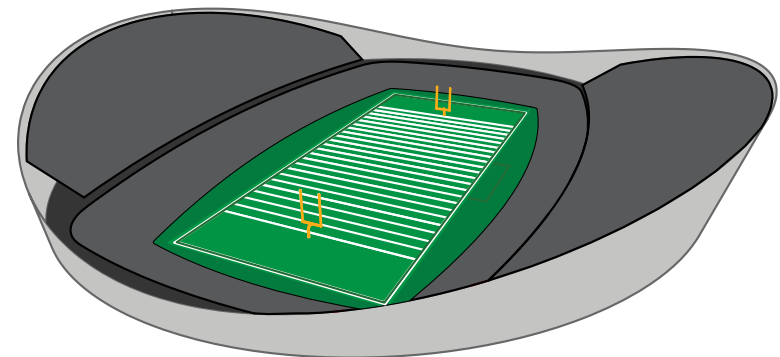
1. A traditional football stadium



2. Endzone seats are moved to the side lines



3. Seats with poorer views are brought closer into the corners



4. The infinity bowl design gives a good view to every seat

6.0 Bowl

Bowl Precedents



The Big House, Michigan, USA



Manchester City Stadium, UK

6.3 Geometry (cont'd)

6.3.4 Tier Configuration

Many tier profiles are possible and are fundamentally driven by the seat segmentation. For example an all GA bowl would be a single large tier, The Big House is a good example of this. The other extreme is a very high corporate content which requires a greater number of front rows and hence tiers, The Cowboys is perhaps the most exaggerated example.

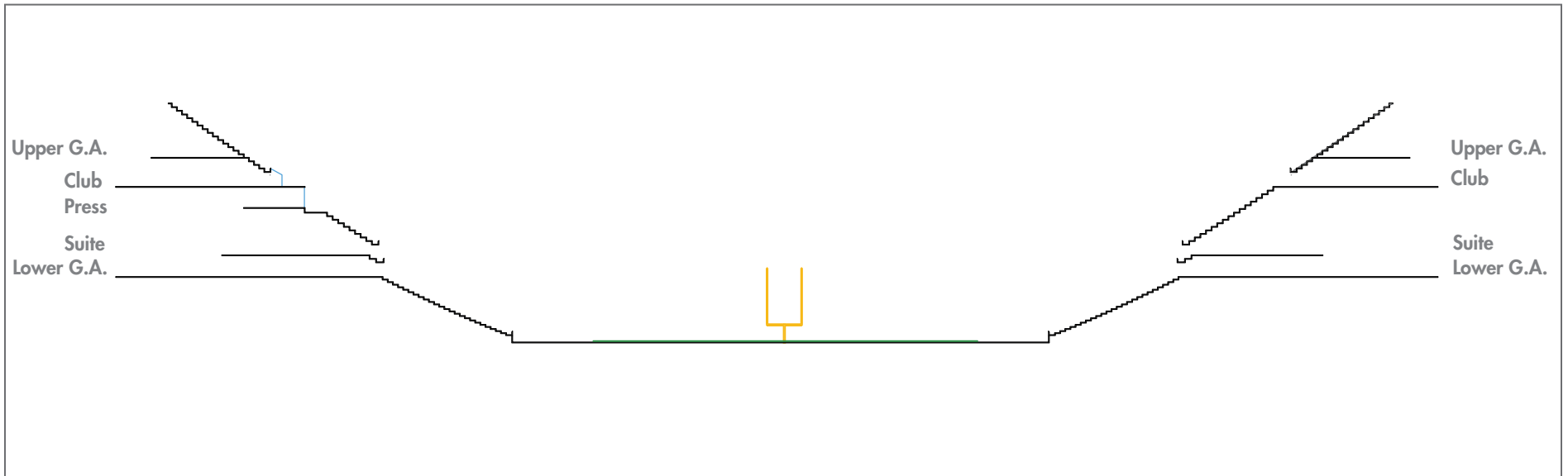
Following the precedents tour it was concluded that the suites should have moveable walls. This fundamentally effects the tier configuration. In the limited time available two options were considered:

- Option 1
Suites above lower tier, below club tier
- Option 2
Suites above club tier

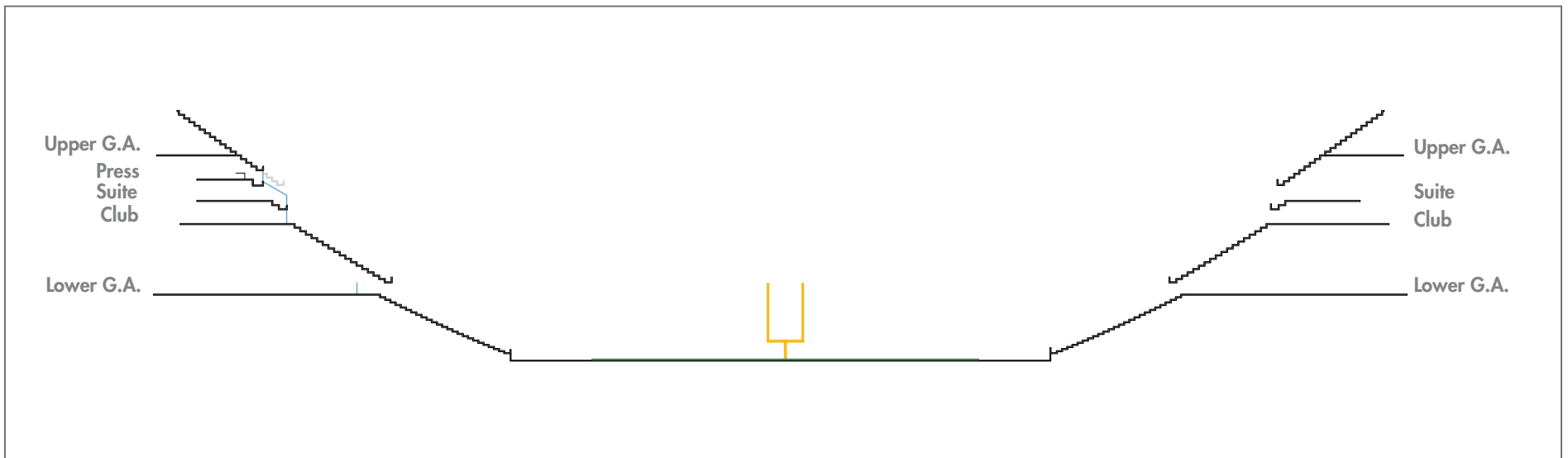
Both have advantages and disadvantages. The major point is that Option 1 places suites close, but arguably too close. The clear disadvantage is that the suites have no connection to the club lounges e.g. Lincoln Financial Field. The majority of patrons like to circulate in communal club areas en route and leaving suites so not having this feature could affect sales significantly.

This problem is addressed by Option 2 which places the suites above the club lounge level and connects the two with a double height space e.g. Target Field. The disadvantage here is the suites are a further away than would be ideal, although many examples have them further away e.g. Lambeau Field.

Option 2 is the ideal solution if the suites can be a little closer. The market study will clarify the metrics and the bowl / tier configuration can be finalised.



Option 1: Suites below Club



Option 2: Suites above Club

6.0 Bowl

6.4 Field Orientation

At the outset a number of orientations were considered principally from a site planning perspective. The traditional orientation is north-south and this provides the most natural glare protection for players. As the scheme utilises the Confederation Park and seeks to improve the urban setting of Elphinstone Street, north-south is the best orientation from every point of view.

Solar Shading Analysis



Winter Solstice



Summer Solstice

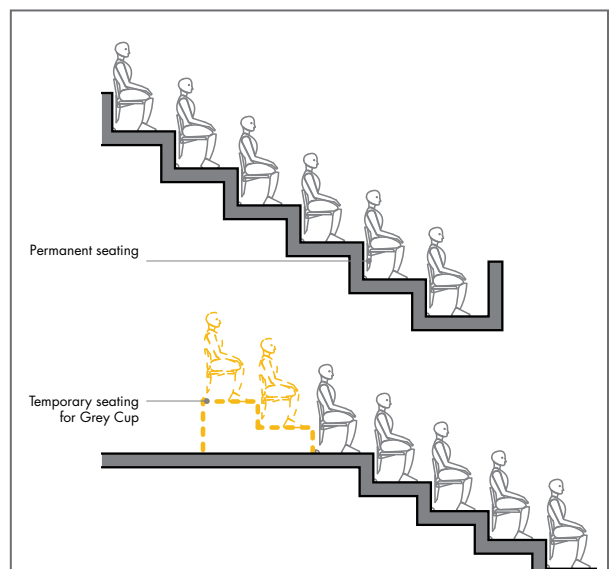
6.5 Field Access

Two tunnels provide access to the field. These are located in the corners at the south end, however there may be advantages to moving this and the associated accommodation to the north. This will be reviewed in the next stage.

Both tunnels will be for player and vehicle access. The home team tunnel will be associated with a potential tunnel lounge and side line suites and will only be used by vehicles for major events such as a capacity concert. Regular vehicle access shall be via the away tunnel.

6.6 Grey Cup Expansion

The infinity bowl is well suited for temporary seating in the end zone. For an increase to 42,000 an additional 9,000 seats or 27% are required. This is a significant number and would create huge ends stands and requires greater complexity in the spectator roof. To avoid this, as many seats as possible can be added to the back of the lower tier in the concourse. While this eliminates the open concourse for such events, it creates better (higher value) temporary seats and reduces the endzone requirement.



Expansion seats in concourses

6.7 Concerts

Major concerts are expected at the new stadium annually or bi-annually. Different acts have varying stage arrangements; end, side or centre. Specific concert overlay would be on an event basis.

General assumptions are:

- Spectators will be seated or standing on the field
- Additional toilets and concessions will be on an overlay basis both on the field and external concourse
- Ingress and egress to the bowl shall be via staircases created by removing seats
- Mobility-impaired users on the field will use the elevators that serve the field level hospitality areas
- Concert audio and lighting shall be an overlay provision
- Performers shall use locker rooms A1& 2 and B1& 2 (not Roughriders' home changing room) overlaid as required for green rooms

Proposed Grey Cup expansion capacities

6.0 Bowl

6.8 Seating

6.8.1 CFL recommended minimums

All spectators are to have individual seats as follows:

- Minimum tread depth:
33" (840mm)
- Recommended Club tread depth:
33" - 36" (840 - 915mm)
- Minimum G.A. seat width:
19" (480mm)
- Recommended Club seat width:
534 - 560mm (21" - 22")

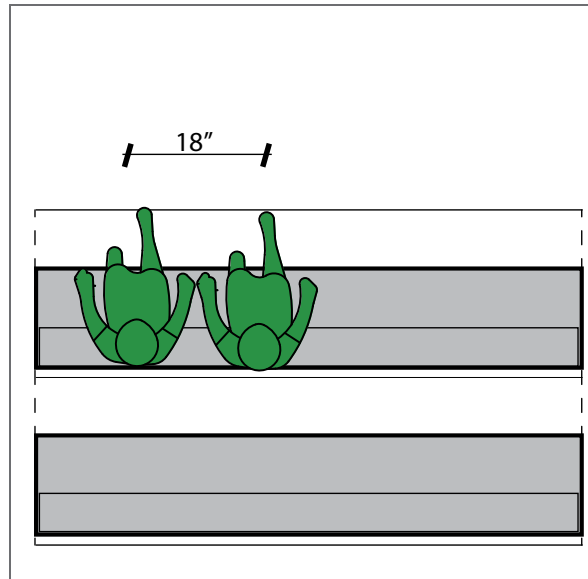
6.8.2 Current Proposal

The long benches of the current Mosaic Stadium are uncomfortable and cramped. There are no benches in the new stadium; all seats will be individual with comfort room between them, possibly with arm rests and cup holders.

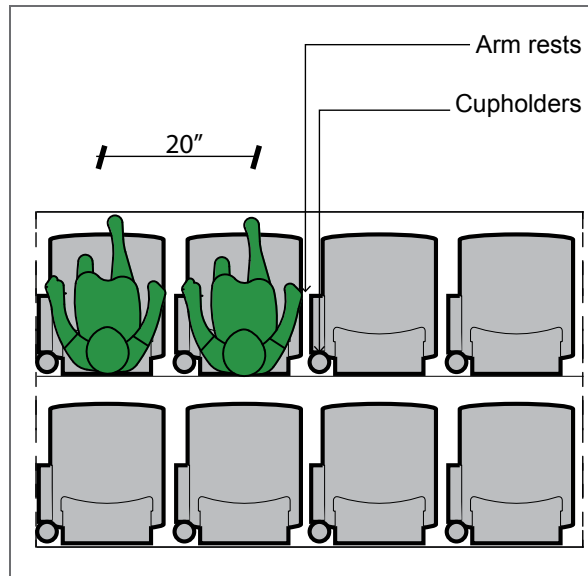
The current proposal provides for three classes of seating:

- Lower Tier G.A.:
20" (510mm) seats on an 33" (840mm) tread
- Club:
22" (560mm) seats on a 36" (915mm) tread
- Suites:
24" (610mm) seats on a 42" (1065mm) tread
- Upper Tier G.A.:
20" (510mm) seats on a 33" (840mm) tread

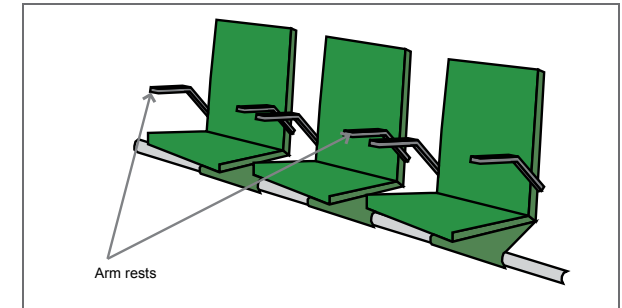
These dimensions are based on precedents seen on the August stadium tour.



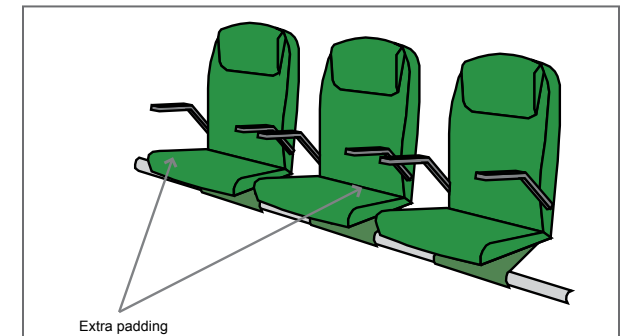
Existing stadium: hard bench seating



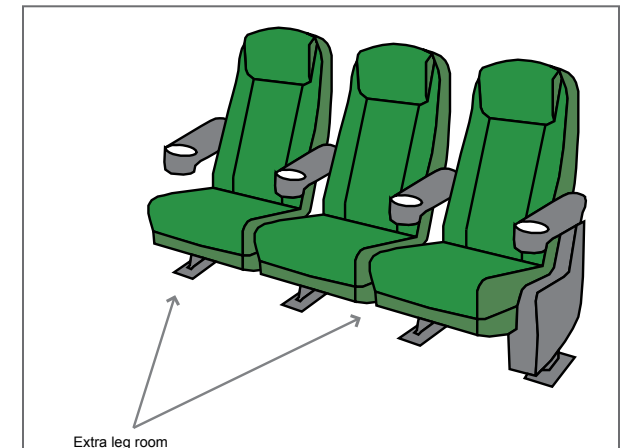
Proposed stadium: individual seats



General admission (G.A.) seating: basic but comfortable



Club seating: a higher-end, more comfortable seat



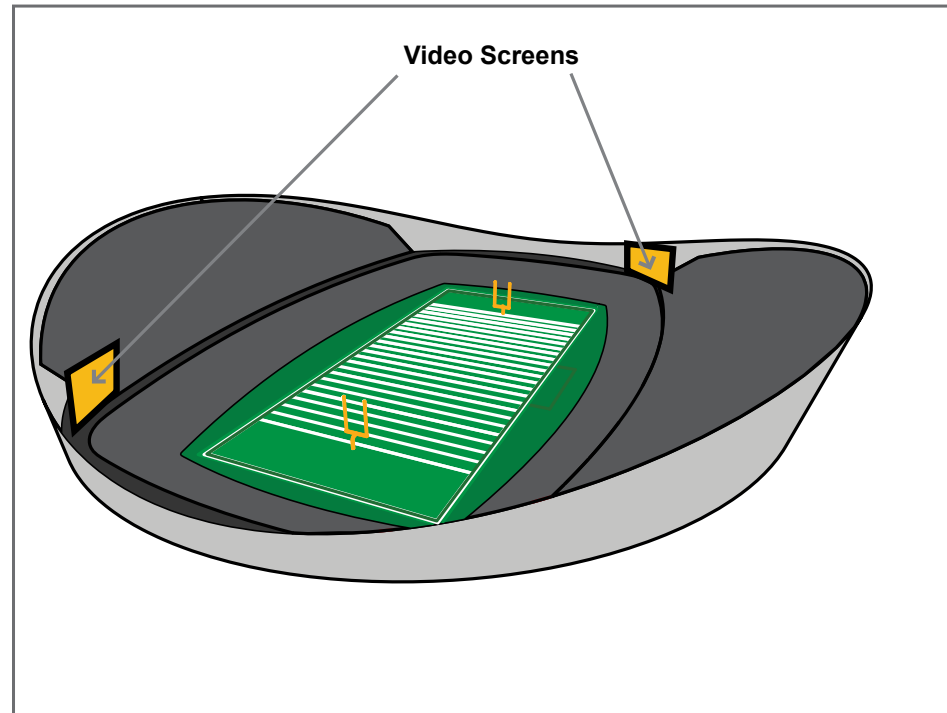
Suite seating: deluxe seating with the most room

6.9 Advertising & Replay

Video content and digital advertising is part of live sport today. It will be displayed on several devices:

- Large Format Video Boards
- Perimeter Advertising Boards
- Local TV screens in concourses, lounges and suites
- Local feed to hand held devices
- Ribbon boards

For the concept design, the principle issue is video board location. There are three basic options: suspended central orb, central behind end stands and in corners. The corner is better from a viewing perspective as it is better aligned to the majority of the seats. As there is also a requirement for Grey Cup expansion this solution is even more favourable. Therefore corner screen locations in north-west and south-east are illustrated.



Proposed video board locations

7.0 Hospitality

7.0 Hospitality

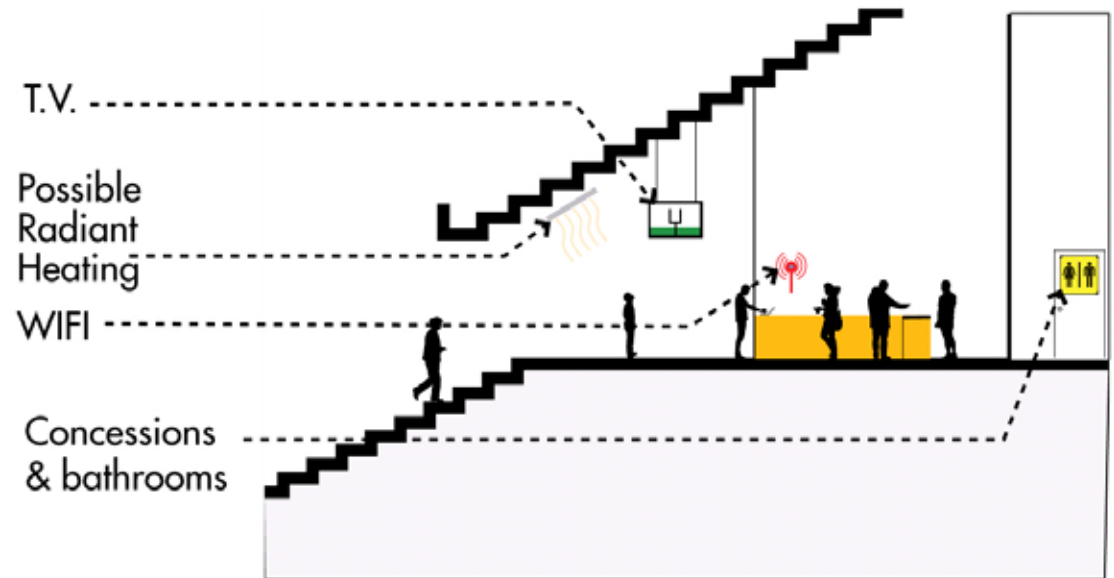
7.1 General

To enable a concept to be developed a working model for the hospitality content has been used. This has evolved from the first assumptions in June and most recently revised following the precedents tour in August. The Roughriders appointed a market test consultant to finalise the hospitality content. This should address all spectators and be coordinated with the catering consultant to define the correct level and stratification of offer for GA, Club and Suite holders.

7.2 GA Spectators

Concessions provided at approximately 23 ft counter length/thousand. This is an issue for catering, however the type of offer (e.g. generic or branded outlets) does affect this and should also be addressed in the market test.

On the main GA level there is accommodation for a lounge; how this is ticketed with respect to the GA spectators is important and again needs to be addressed as a result of the market study.



Spectator facilities in concourses



Open concourses at Target Field, Minneapolis



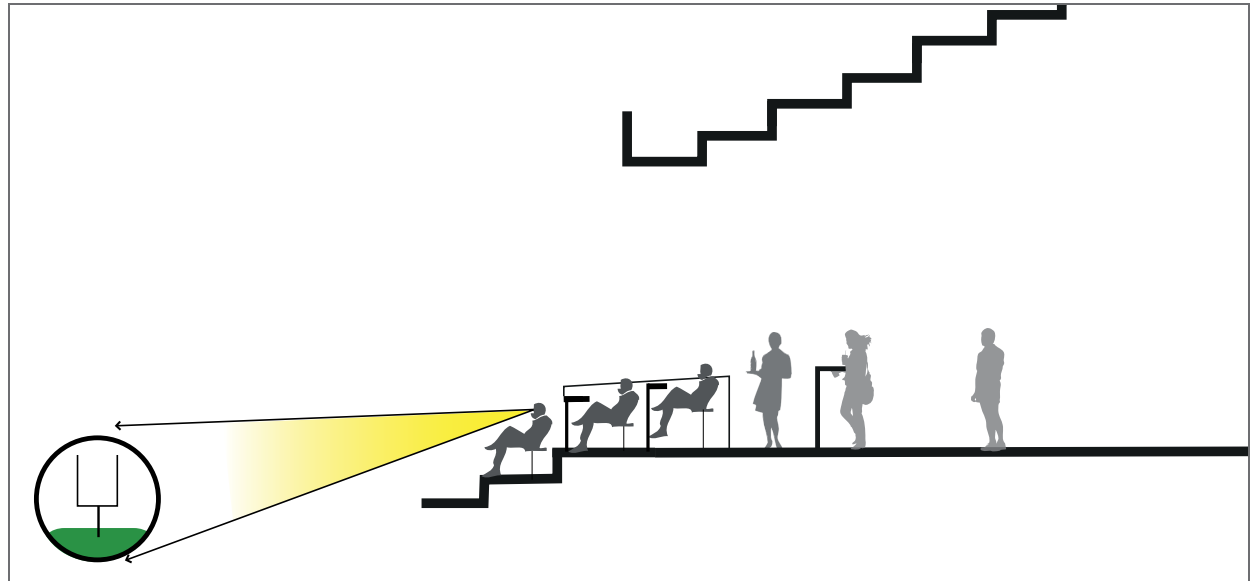
Field-view lounge at Target Field, Minneapolis

7.0 Hospitality

7.3 Club

There are lounge, loge and concourse based club seats envisioned for the new stadium. Loge type seats are external seats in groups of 4-6 off the concourse at the back of the tier. The Hospitality Market report has helped to identify the appropriate number for the Saskatchewan market.

Club seats on one side of the stadium will be serviced by an internal concourse (conditioned) and will require a premium concourse offer. A small proportion of these seats are internal.



Loge boxes with waiter / waitress service off club concourse



Loge Boxes at TCF Bank Stadium, University of Minnesota, Minneapolis



Club lounge at Lambeau Field, Green Bay

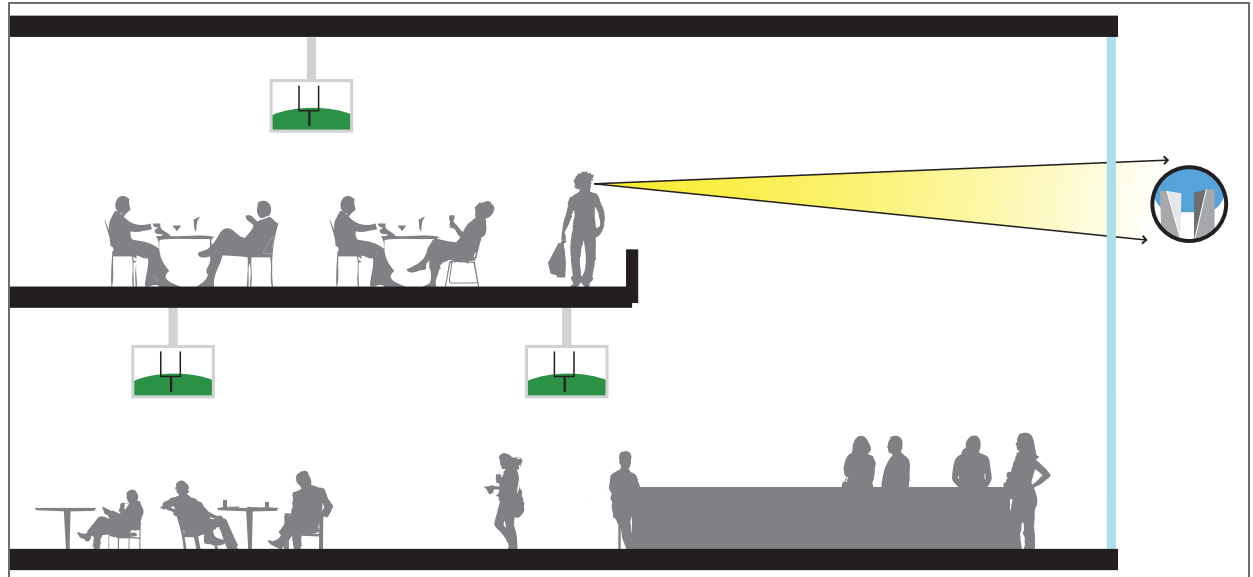
7.0 Hospitality

7.4 Lounges and Suites

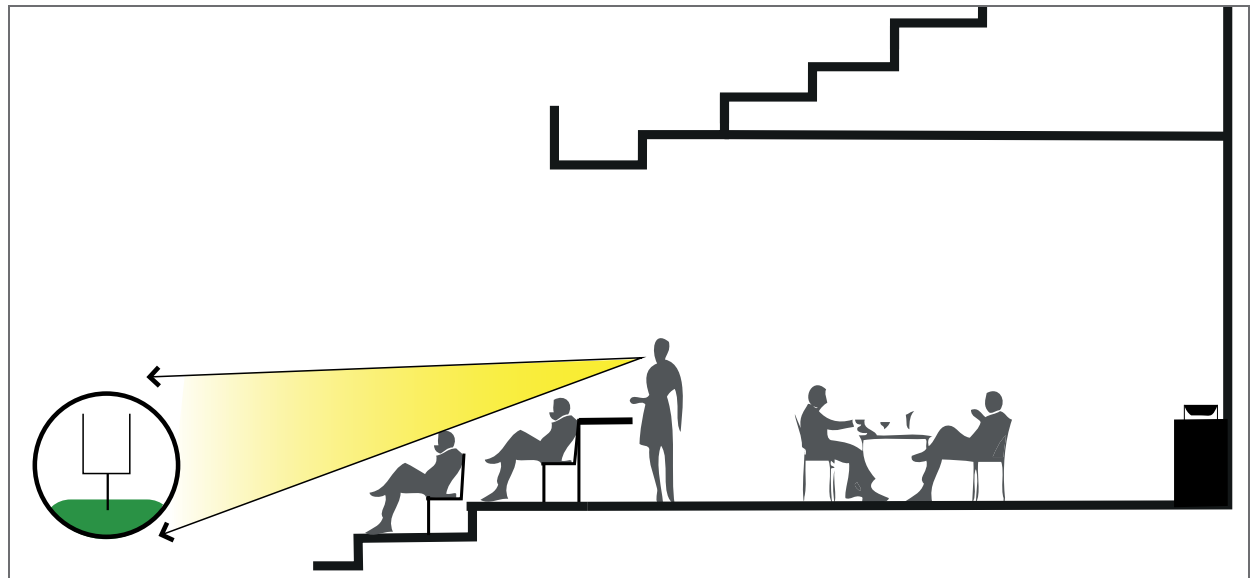
A mix of lounges, suites and loges have come out of the Hospitality Market study work. The study has provided input into their:

- size
- level of offer (catering)
- ambiance
- location
- view quality

This should address game and non-game use. The layout, finish and service of these lounges needs to address the required uses e.g. conference, weddings, parties, trade fares, ongoing Evraz Place events etc.



Lounges with bars, various types of seating, and views of the city



Suites with interior/exterior seating, private catering and a variety of furniture



Busy lounge at Lincoln Financial Field, Philadelphia



Suites at Lincoln Financial Field, Philadelphia

7.0 Hospitality

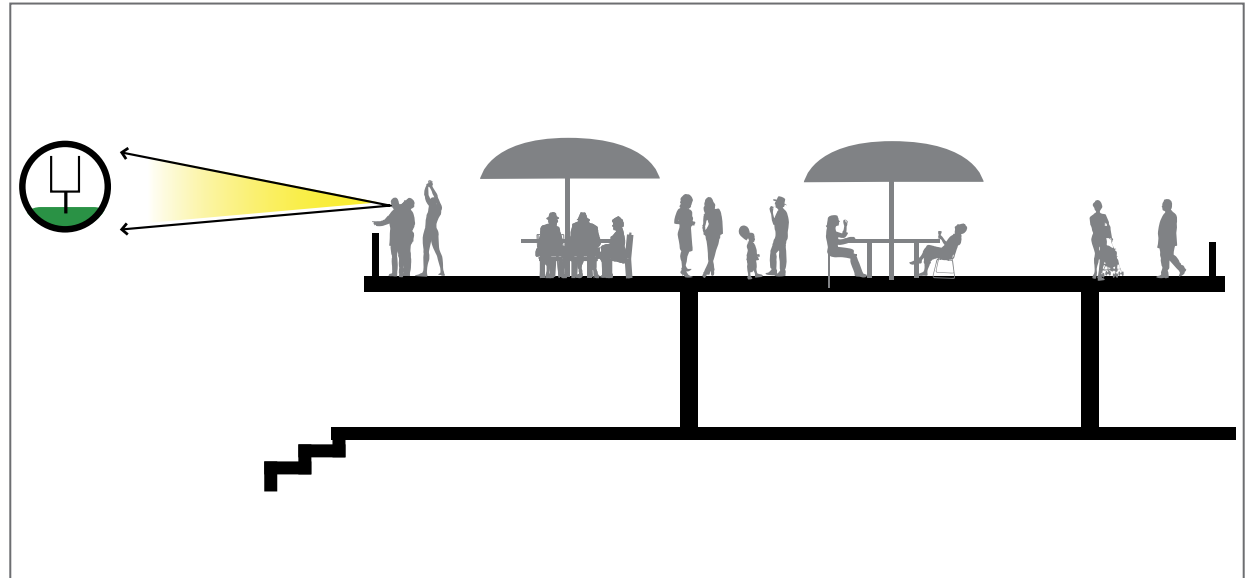
7.5 Standing Hospitality

Informal standing tickets are increasingly popular. There are three types:

1. Party Decks
2. View Towers
3. Concourse Lean Rail

All these are assumed to be tickets without a seat, but this can be changed as required by the ticketing policy. The concourse positions shall be numbered via floor decals to avoid bottle necks and over crowding of concourses. The deck and towers will have a maximum capacity and should adapt to market need. However an initial market assessment is required for location, type of offer, ambience etc.

The current assumption is that the party deck is at the north end, but it could be at the south or both. The design permits adding a southern deck. The deck is illustrated as one large 1,000 person deck. In practice this would be a series of connected spaces, possibly with varying levels.



Outdoor party decks; ideal for sponsorship opportunities



Party deck areas at Target Field, Minneapolis



Budweiser tower at Target Field, Minneapolis

8.0 General Arrangement

8.0 General Arrangement

8.1 Planning Strategy

Fans in Regina have developed a culture of meeting before, during and after games. It was felt by the stakeholders that this needed to be retained in the new stadium design. As such, the stadium is configured for all spectators to be able to meet in the Main Concourse; however it is important to note that this assumes a neutral flow i.e. all 33,000 spectators cannot fit on this level.

To accommodate this gathering culture all concourses, but principally the Main Concourse, are planned to create large spaces at the entry points which narrow to circumvent the bowl. This practice is also seen as important for lounge and club seating; all users can enter at Club Level into the lounge to meet friends and colleagues; suite holders then go up to suites. The levels could be segregated if required.

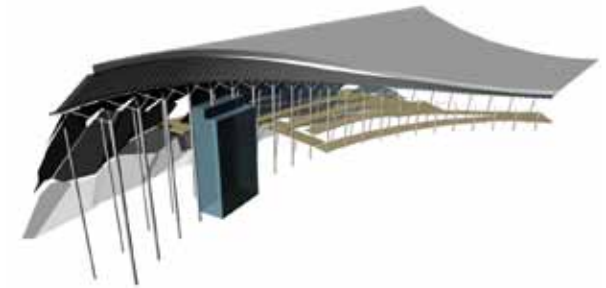
Historically most stadia are a collection of stands and Mosaic Stadium is a prime example. The new stadium is a hybrid bowl-stand stadium. The lower tier is a stadium in the round (bowl) with seats and access through 360°; this allows for flexible entry and an intense communal atmosphere. The elevated tiers are a series of stands; principally east and west with the party deck on the north. These stands operate independently and spectators here need to return to Main Concourse to meet.

Spectator and player/official segregation is achieved through vertical separation. Players, coaches, officials and servicing are via basement accommodation. The media and coaching suites are on a discreet floor and administration offices also have their own floor.

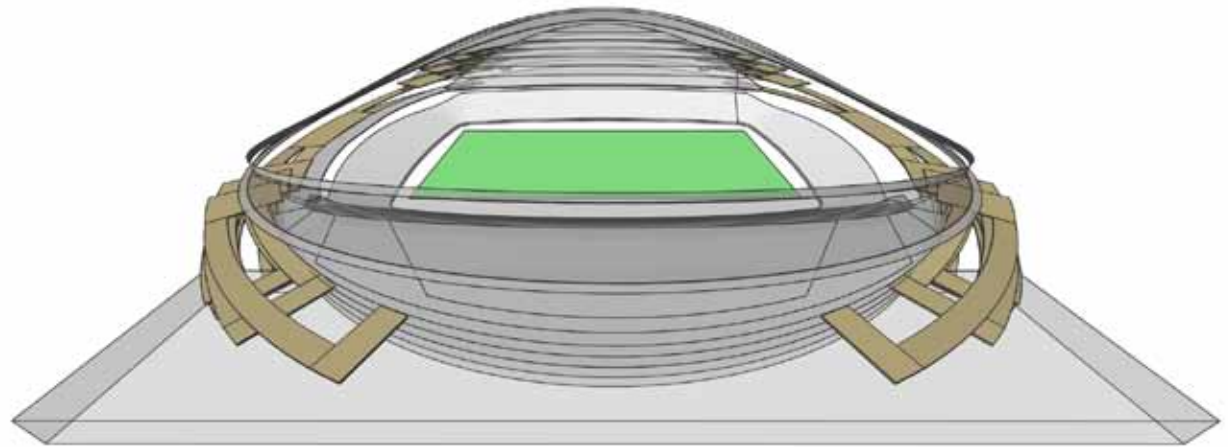
8.2 Circulation

Ramps serve all levels and begin at ground level inside the Main Concourse to facilitate the gathering discussed above. If entry by level is required at a later stage, gates and railings could make the entry segregated. The organisation of the ramps seeks to make the most of the procession of fans, interaction and views while ascending and descending.

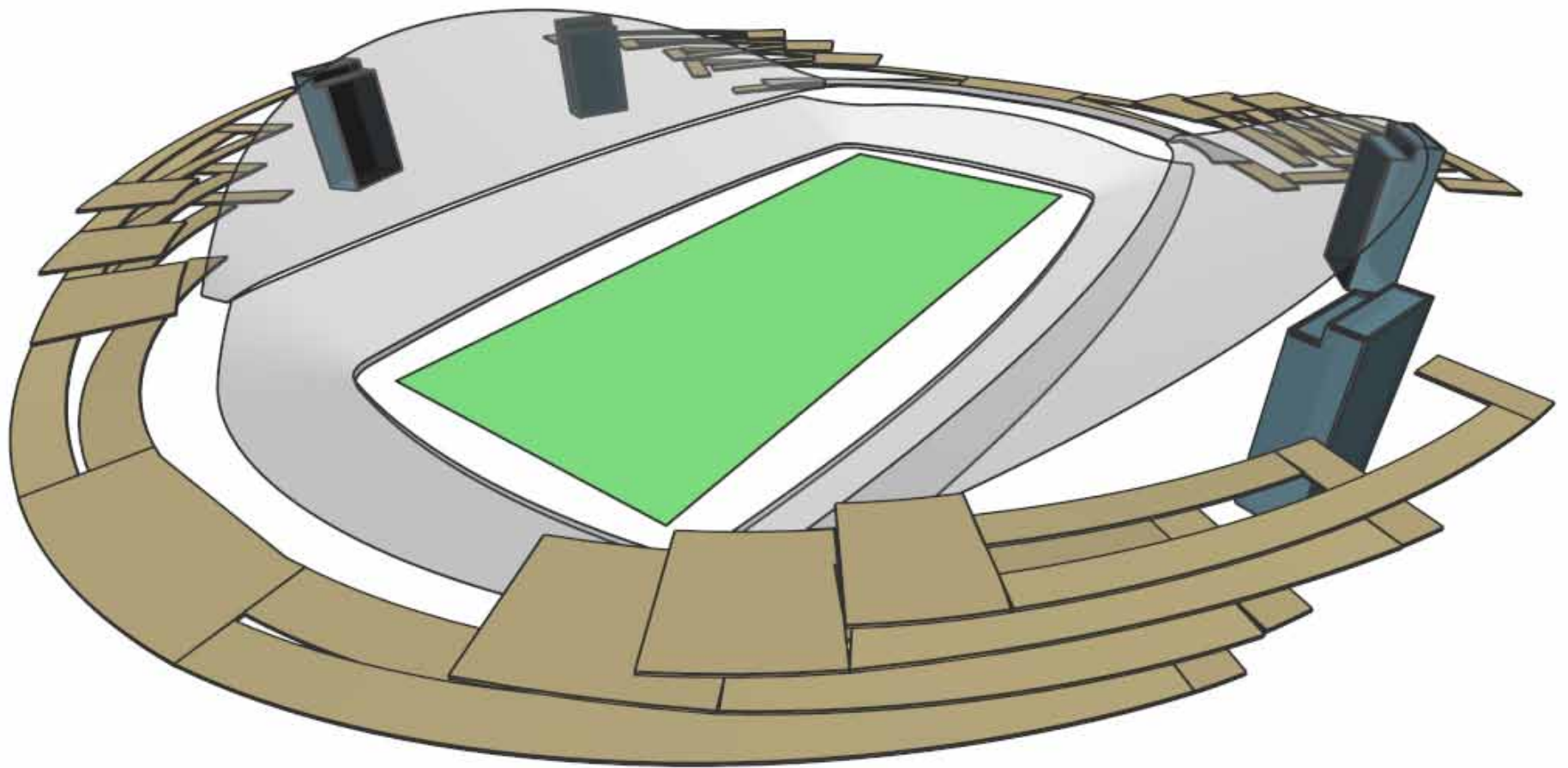
Suite and club users also have lift and escalator access via dedicated lobbies in the west stand. The east also has these lobbies but only provision for escalators.



Ramps and lift with the envelope



Vertical circulation diagram; West view



Vertical circulation diagram; South-east view

8.0 General Arrangement

8.3 Floor Levels

Basement

Arranged over two levels this is a non-public support area. The lowest level comprises; player changing, operations, groundsman's store, building plant and loading dock. The upper basement level is additional operations and building plant.

Main Concourse

This is ground level and the main spectator level of the stadium. It is configured to connect to pre/post game spaces on east and west. The west space is Confederation Park which links to the stadium concourse via a new colonnade. On the east, a large scale canopy creates a sheltered zone off the plaza, in front of the main entrances and store. This will improve utilisation of this part of the stadium though-out the year for game and non-game days.

Facilities on the Main Concourse could also support other events at Evraz Place on non-game days.

Mezzanine and Deck

The large main concourse storey height is required for the scale of the space. This creates an opportunity for a mezzanine within the main west lounge at this level. The party deck is also at this level.

Administration Level

To maintain a good storey height in the main concourse below, the administration level in the east stand is set above the west mezzanine. This is essentially an office shell served by two cores and local plant. It would be divided to suit the needs of the Riders and amateur sport associations under the Sask Sport umbrella. The two cores also allow individual entrances for the two organisations.

The main kitchen may also be located on the west side at this level.

Club Level

Serving the middle club tiers are the east and west club concourses. They are positioned at the back of the tier to open the concourses to the bowl. The two sides are separate with no connection.

The west stand is an internal, conditioned space comprising the central lounge (best in the stadium) with field and park views. Flanking the lounge are two internal concourses arranged as large rooms with field views and a limited aspect to the park. A small number of the seats will be behind the glazing for those who prefer an internal experience.

Seating on the east club tier mirrors the west but is served by an open air concourse. It has field views and a linear arrangement. Initially the centre of the concourse will be a large volume; this is not required for the concourse but provides floor plate for a future lounge. Until this is implemented, the area can be utilised as a terrace with outdoor furniture, mobile stalls and bars. It has dramatic views over the city and the field.

Suite Level

A dedicated level of suites spatially connected to the club level by a central void. Each stand also has a Sponsor deck separated from the boxes by a terrace. Food service is via satellite kitchens.

Accredited Suite Level

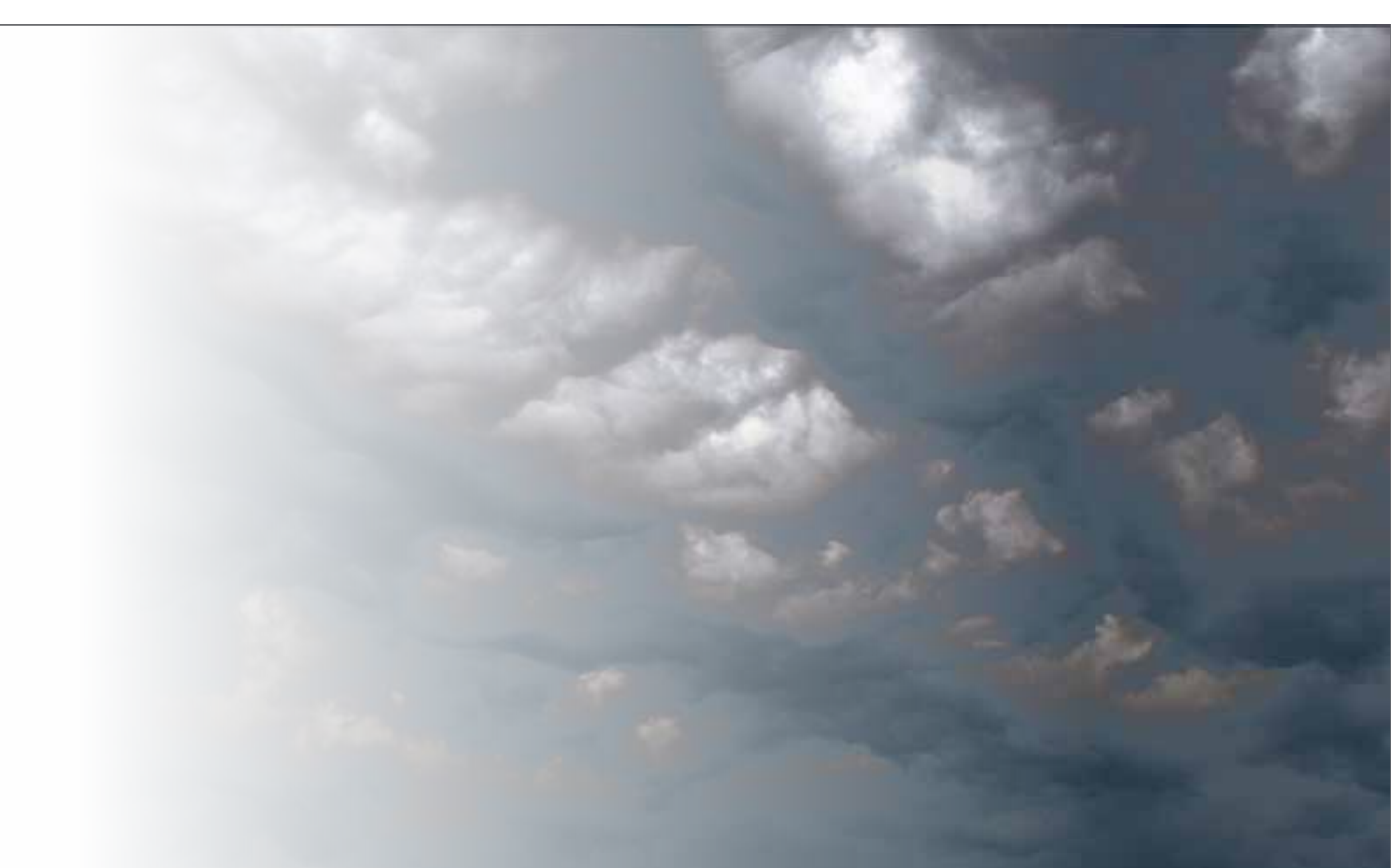
In line with current North American practice, media and coaching suites are provided centrally. This is a high end offer and could be reduced. Other alternatives for the media will be reviewed in the next stage.

Upper Concourse

Serving both upper tiers are the upper concourses. These are closed concourses with vomitory access. Whilst an open concourse could be implemented here, the tier would be further elevated and lateral access stairs would be required. At this elevation the city views offered are also dramatic and will give each a unique character; city and park.

Plant Level

Providing shelter to the upper concourses are the plant decks. These are open to air and will accommodate a large mechanical plant that requires an external environment like chillers and air handling units to serve the conditioned spaces below.



9.0 Envelope

9.0 Envelope

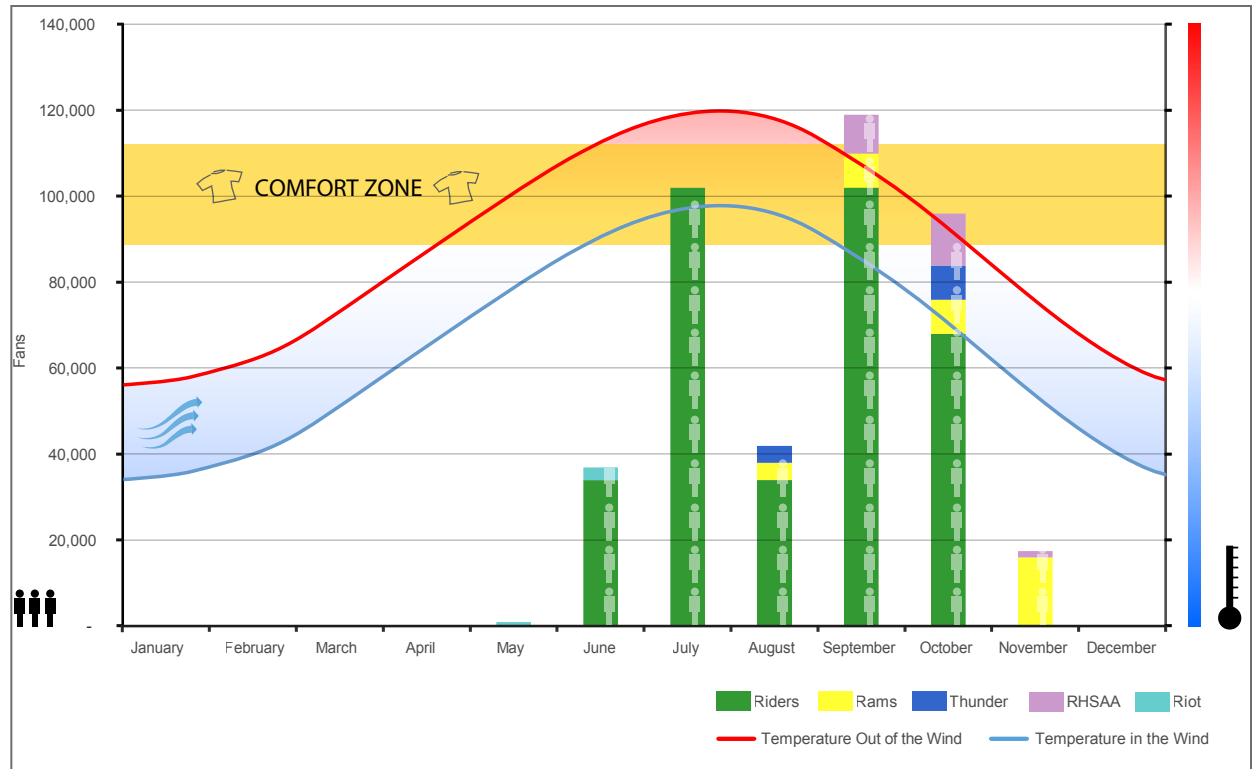
9.1 Performance Aims & Environmental Design

Regina has extremes of climate. The use of the stadium in winter has generated considerable debate on the need for roof provision. To provide protection from the elements, the whole envelope, façade and roof, must be considered together.

It is clear from all stakeholders that the ideal balance is a protected environment for spectators and an outdoor environment for the field. This is unusual as a performance aim in Canada. In the public imagination a stadium is either indoor or open to air with nothing in between. Partial roofs are viewed more as iconic symbols rather than as a part of the building with practical purpose.

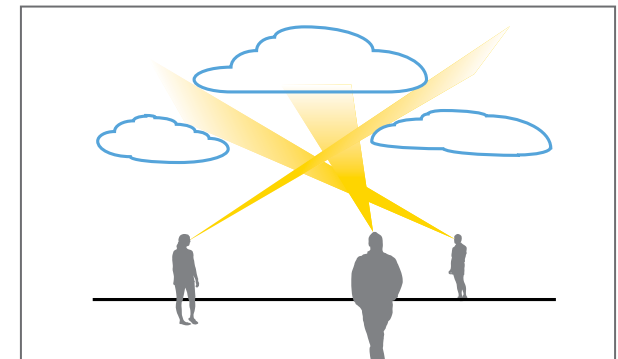
In this context an analysis of the current stadium utilisation and climate is informative. As the graph illustrates, most use is in the period of June to October. The dry bulb temperature peaks in July and is at its lowest in January. Overlaying the wind, we see a perceived temperature reduction of approximately 10° due to the wind chill effect. In summer this is beneficial, in winter it is not. Removing the wind in winter makes November feel more like October or conversely extends the season by a month. Allowing sunlight onto spectators improves their comfort and artificial devices, like radiant heaters, raise comfort levels further. In summer, the environment of an open air stadium is ideal for evening games. During day games the environment can be unpleasantly hot.

Superficially, these ideas appear to be contradictory. However a roof and envelop that provides shade and air movement in summer; and solar incidence and still air in winter is not necessarily mutually exclusive.



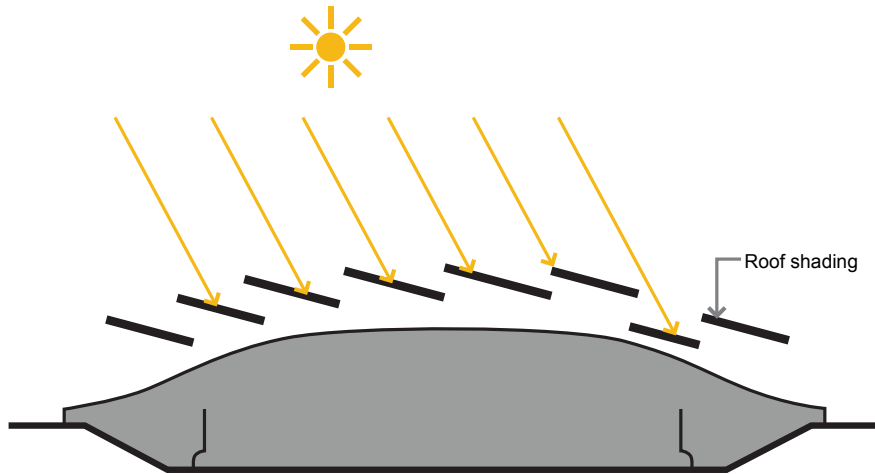
Windchill and temperature during event season

The performance aim is to shade and promote air movement in summer and encourage sunlight and minimise air movement in winter. Although this appears to be an obvious response to the climate conditions, we believe this will be the first venue in North America to combine these approaches in a spectator roof.

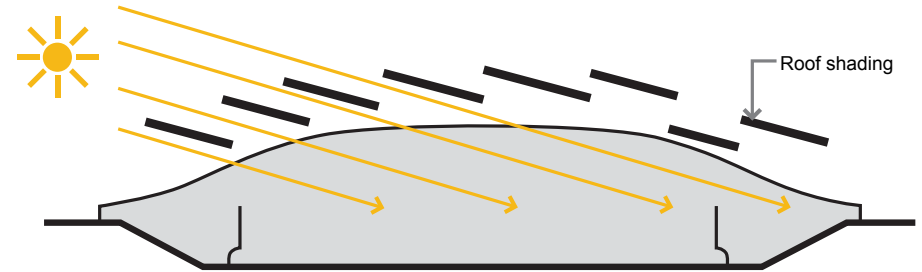


Cloud parallax: the difference in the apparent position of an object viewed along different sightlines

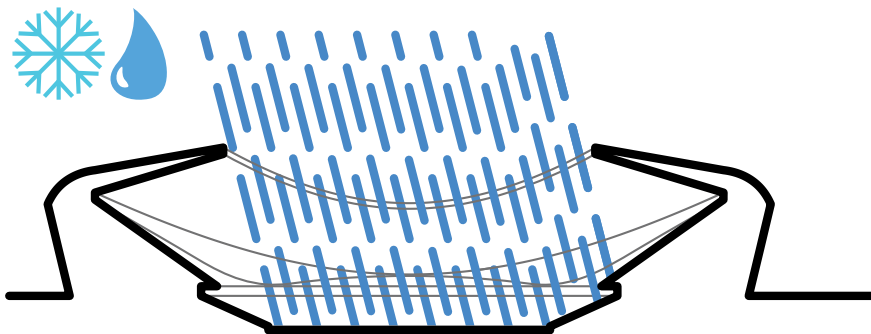
Performance Objectives



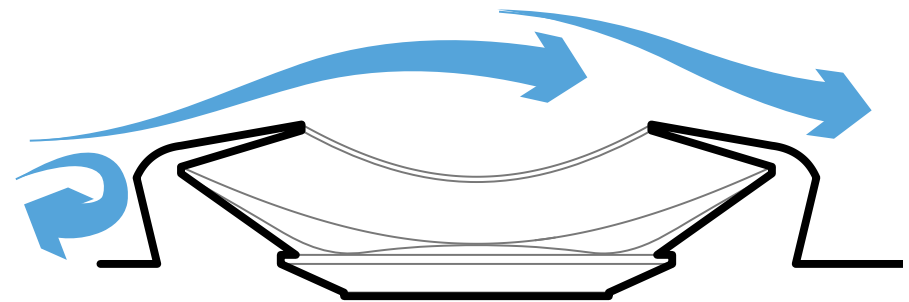
Summer sun blocked from the seating bowl



Winter sun let into the seating bowl



Provide spectator protection from the elements



Control the wind and its effect on the bowl

9.0 Envelope

9.2 Wind Mitigation

Regina has a very directional wind on a prevailing axis of Northwest/Southeast. This predictability enables a form to be generated that mitigates the wind effects in the stadium.

Designing a stadium envelope (with an aperture) that creates still air inside is complex and specialist. There are two main methods; wind tunnel testing and computational fluid dynamics (CFD). In concept stage CFD is the common tool as wind tunnel testing is expensive. For this stage we built simple CFD models to understand the main drivers affecting the wind performance of the design. In subsequent stages, more complex models would be used and, ultimately, a wind tunnel test to prove the final design prior to construction.

From the initial studies, the principle variables affecting performance are:

- Orientation
- Aperture size
- Roof Profile (shape)

We found that all options tested significantly reduce wind velocities inside the stadium proving the spectator roof concept is valid. The performance is further improved by orientation and aperture size. Profile has some impact and the preferred shape is the one illustrated, a flat top version was also tested.

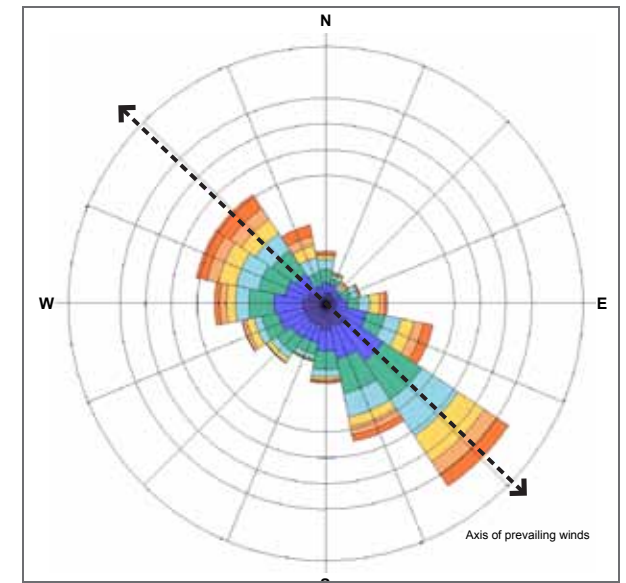
There is a benefit in orienting the stadium in a northeast/southwest axis as this presents the highest mass perpendicular to the wind axis. This gain needs to be balanced with the clear planning benefits of a north-south orientation i.e. ideal connection to Confederation Park and Elphinstone Street, symmetrical people flow and external concourse

space created in highest crowd density zones. Other orientations would compromise this and the gain in wind performance does not warrant this.

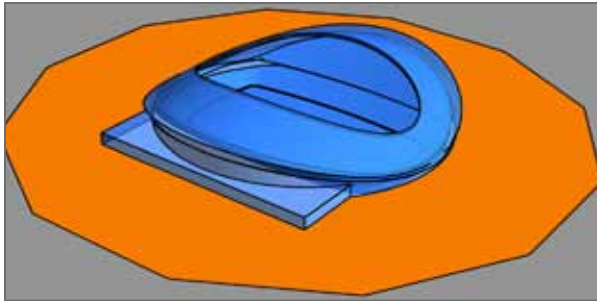
Aperture size is also a major factor and reducing aperture has significant benefit. Unfortunately, the additional roof area would exceed the target roof budget.

These findings tell us a spectator roof can control wind and the proposed roof has significant performance benefits. In the next stage this will be developed further to optimise the performance with the planning constraints and available budget.

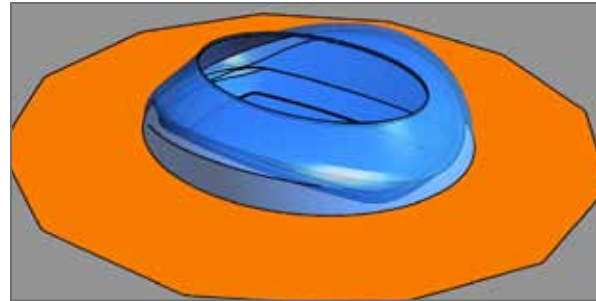
Wind is beneficial for the summer games and even in winter, a degree of wind penetration in key locations will actually help reduce wind speeds by modifying the wind profile around the aperture. This control is achieved by a band around the back edge of the roof. This is illustrated as a series of vertical louvres. Further development may alter the orientation but the basic principal is proven on projects like the Etihad stadium.



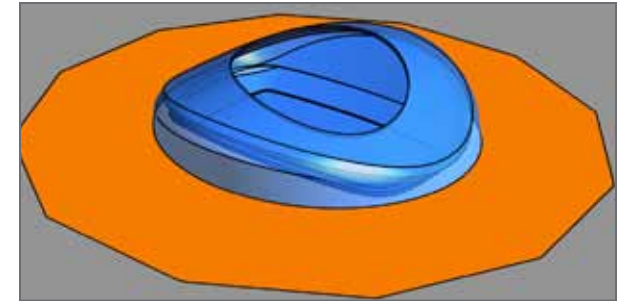
Primary axis of prevailing winds



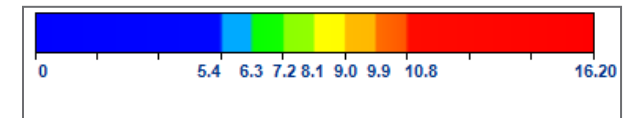
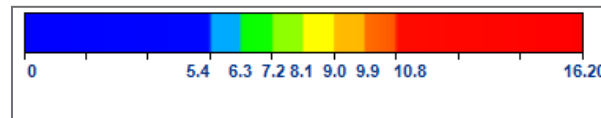
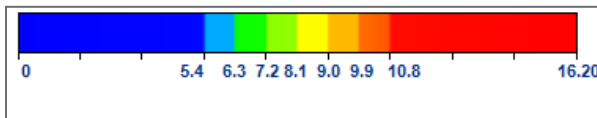
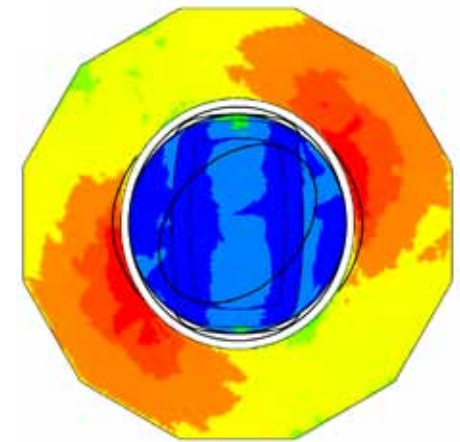
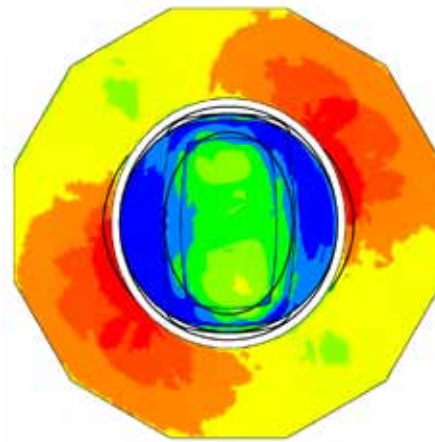
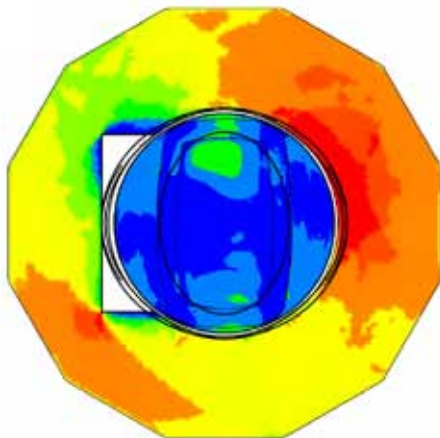
North-south dripline



Flat-top dripline



Rotated dripline

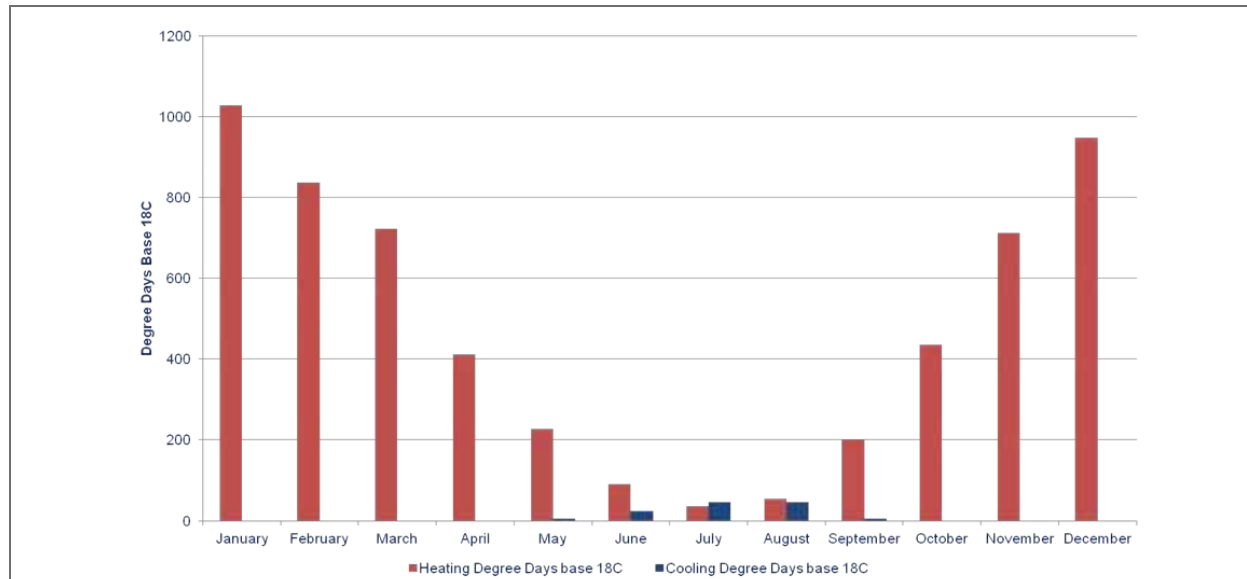


Initial CFD wind analysis results; blue and green reflect significantly decreased windspeed

9.0 Envelope

9.3 Heating Design Days

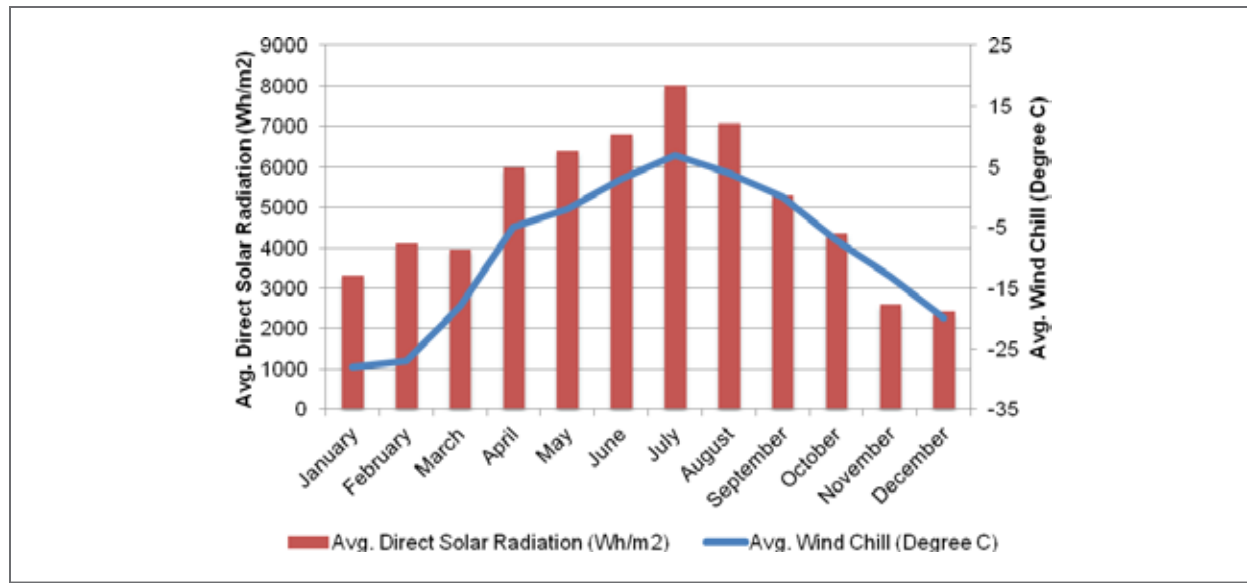
The graph shows the heating degree days for Regina. A heating degree day is a measure of energy required to heat a building, taken from a base point of 18°C (i.e. above 18°C cooling is required, below 18°C heating is required). It is apparent that very little cooling is required overall. In the event that a fully enclosed roof was provided, it should be possible to deal with the July and August months using natural or mechanical ventilation only (i.e. improve comfort by blocking the radiant heat from the sun, and creating air movement either mechanically or naturally). However, heating clearly has benefits outside of the 3 month summer period.



Heating degree days

9.4 Solar Incidence

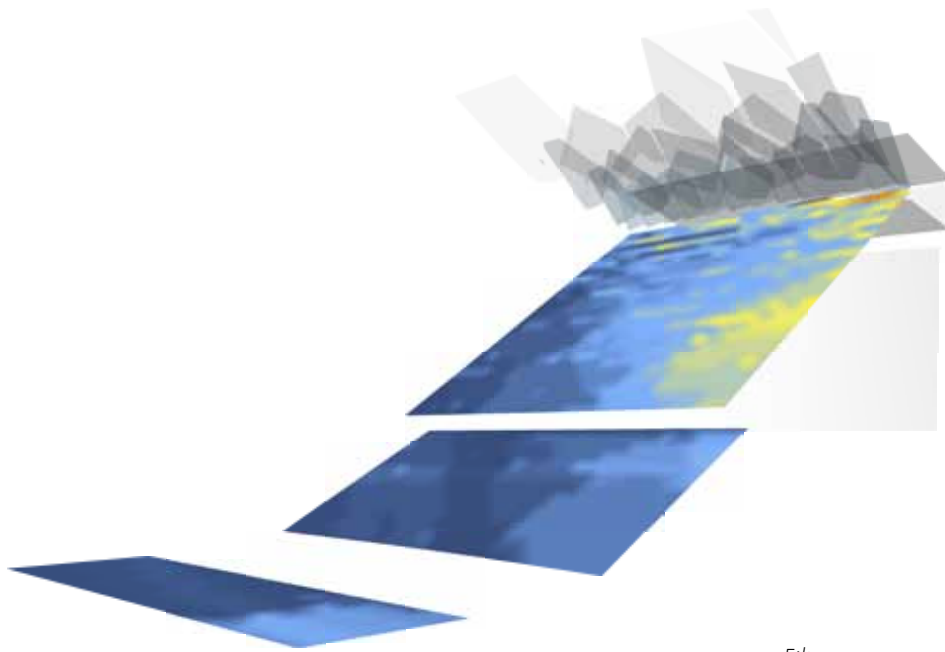
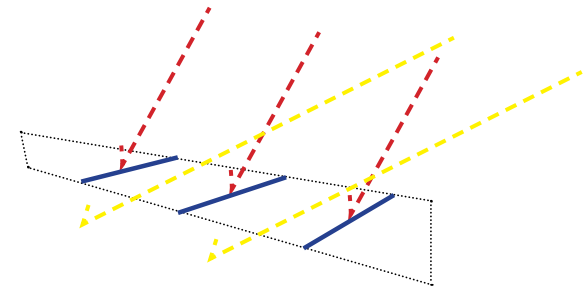
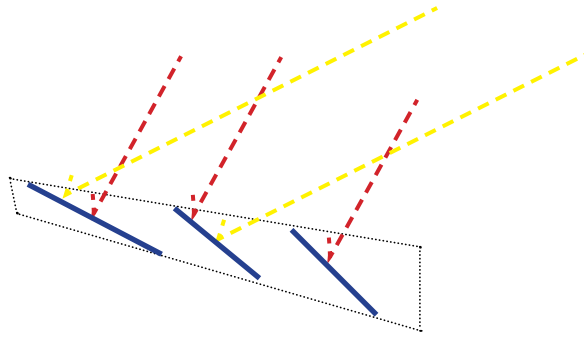
The graph indicates the amount of sun Regina receives in a year. Consideration should be given to harnessing the high incidence of solar radiation outside of the April to September period in order to further offset the wind chill, and to mitigating the effect of the highest peaks between May and August.



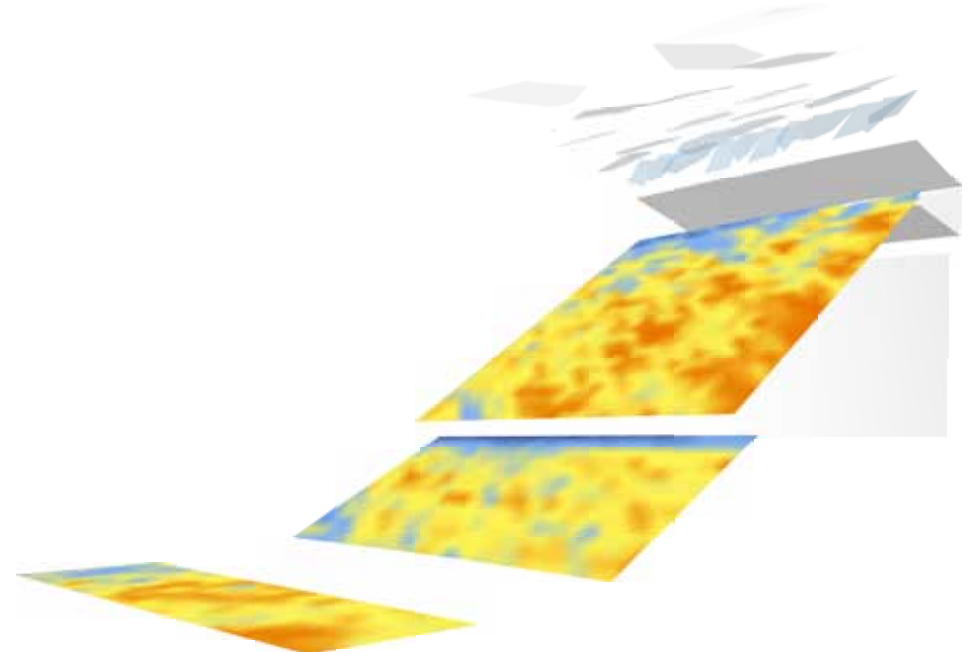
Annual solar radiation

Solar Radiation Strategy

- Winter sun
- Summer sun



Filter summer sun



Permit winter sun

9.0 Envelope

9.5 Roof Ready

A number of options were considered for enabling schemes (Roof Ready) allowing various upgrades to the roof over time. The simplest of these is an open stadium with a bowl structure capable of accepting a roof at a future date. As the base case is now a Spectator Roof, only two roof ready options are possible; filling in the aperture to create a permanent indoor venue or installing an operable roof allowing either indoor or open use. As this flexibility is required, the roof ready proposal is for an operable roof.

There are a number of factors to consider in designing the stadium to accept an operable roof in the future, including:

- Foundation implications
- Geometry
- Original roof structure
- Fire strategy
- Internal environment

As detailed in this report, the summer climate can be addressed without the need for cooling. The internal environment can be managed by the air infiltration louvers. Hence no provision needs to be made for additional plant in the event a roof is added.

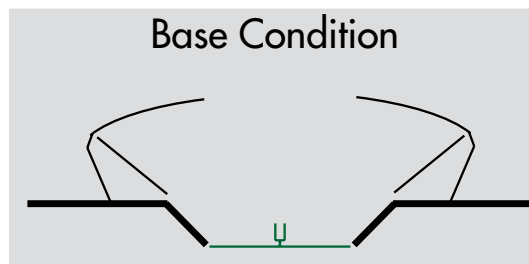
The three most critical issues are foundations, geometry and base roof structure. There are many options here but the broad range is; maximum initial works or minimal initial works, i.e. implement as many elements as in the base scheme leaving less to add in the future or; do as little as possible initially and leave it for the future. The former option is attractive if the eventual upgrade is a certainty as the overall cost is less, i.e. high initial cost with lower conversion cost. The latter is better if the eventual upgrade is only a possibility or initial funds are capped and insufficient, i.e. lower initial cost and higher conversion cost, which is the case with the current funding arrangement for the stadium project.

Given the innovative approach and encouraging wind performance results of the Spectator Roof, it is quite possible that the fans will find this the best blend of open air and protected. Fortunately, the geometry of the proposal is well suited to receiving a future operable roof without increasing the initial cost. The provision here is spatial and the proposed base design has the following benefits in regard to this:

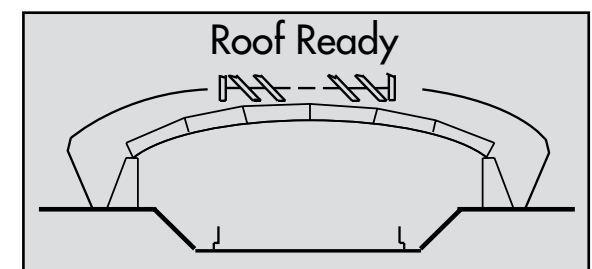
- Sunken bowl and minimal end stands
- High roof line

These factors allow an independent operable roof to be added in the future. This would comprise a pair of arches spanning the length of the field outboard of the side lines. They would be mounted on vertical supports landing at Main Concourse on the outer perimeter of the end stands. The large volume here allows for future construction access for foundations.

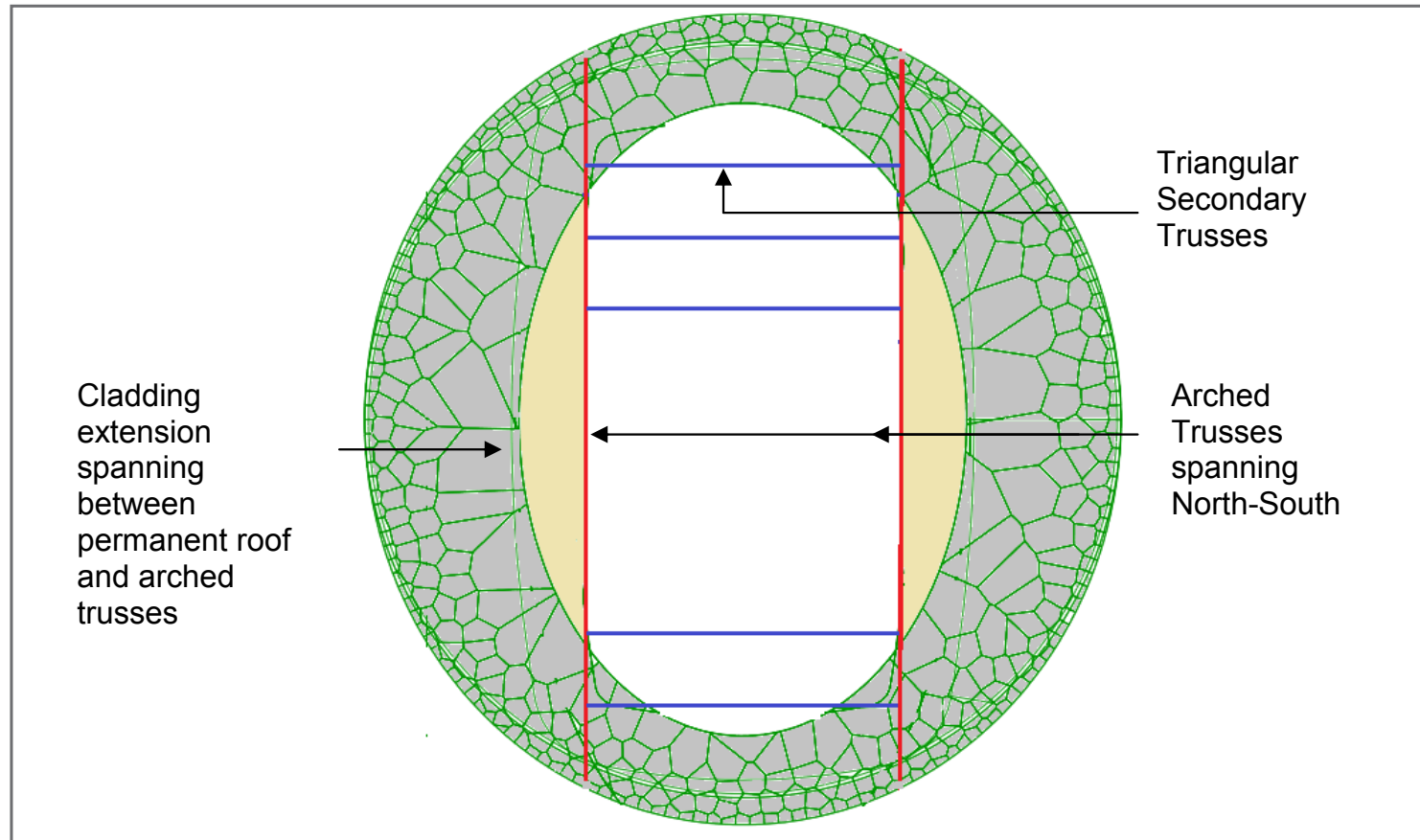
The arches would fit under the current roof plane and carry the moving roof panels. A number of options are possible for the moving panel including; independent moving and rotating panels, concertina fabric or fixed large panel. The design of these will be reviewed in the next stage together with the disruption implications for erecting the arches. Some disruption is inevitable but with prefabrication and partial occupation, games could continue. However it is generally more expensive than just shutting the stadium for a season or half a season and completing the work in one phase.



Spectator Roof



Independent Retractable



Roofready design

10.0 Sustainability & Culture

10.0 Sustainability & Culture

10.1 General

Reducing energy use, water consumption and providing social benefit are important factors in a stadium design. Unlike buildings that are permanently occupied, stadia have different drivers for a number of sustainability initiatives that would be standard practice otherwise. For example solar hot water is not practical due to the periodic use.

The major sustainability drivers here are passive design and cultural engagement. The spectator roof and solar filter concept are passive features that minimise the energy use of the building in the context of the local climate. In winter, this reduces the amount of heating required and cooling load is reduced in summer. In the next stage more detailed initiatives such as low flow faucets, super insulation, air curtains for suites etc will be developed to optimise the performance.

Social sustainability is central to a stadium. The socio-economic benefit of sport is well documented and it is why clubs, cities and countries globally invest in good sports infrastructure. Being located in an area that would benefit from revitalization, the new stadium has a major role to play. At a physical level, the urban design intent seeks to improve the environment, enhance Elphinstone Street and create a ripple effect of regeneration. The linear park has city wide impact and will reduce vehicle travel by making walking easy and pleasant.

Multi-use and community benefit is a major goal for the city. To this end the design addresses both large scale club use and small scale community use such as high school sport. The stadium will contain assets that will extend beyond sport and give the building life on a daily basis. Lounges and suites will be designed to

accommodate conferences, parties and community meetings. The Riders store and offices will activate the new plaza created on Elphinstone Street bringing fans, staff, shoppers and tourists to the site daily. The decision to locate the stadium at Evraz Place adds to an established trade and entertainment venue creating new opportunity to attract more events to the city through the synergies created between the existing facilities and the stadium.

The process to date has consulted the immediate community around the stadium; Evraz Place, the Regiments in the Armoury, local Councillor and First Nations Leader. Going forward a series of public consultations are envisioned to engage the wider community.

10.2 Sustainable Services

Inherent within a sustainability strategy is the consideration of energy conservation measures applied to the mechanical, electrical and public health systems with all elements designed to reduce the consumption of energy and operate as efficiently as possible.

Specific measures that should be applied generally, subject to an operational profile and whole life costing, are as follows:

- Air handling systems with full air-side economizer operation permitting "free cooling" when outside air temperatures are appropriate.
- Ventilation utilizing heat recovery.
- Variable air volume supply systems for areas with diverse utilization.
- Computer based BMS with sequencing to optimize the operation of mechanical systems.
- Demand controlled ventilation.
- Fan powered VAV boxes designed to recapture plenum heat to minimize "reheat."
- ECM motors on fan powered boxes.
- Variable speed pumping.
- Condensing boilers for increased efficiency.
- Reverse-return piping to increase pumping efficiency.
- Heat reclaim for domestic water on chillers.
- Low flow dual-flush valves on water closets.
- Low-flow urinals.
- Low flow battery power lavatory faucets.



11.0 Artist Impressions

11.0 Artist Impressions

11.1 Aerial View Looking North - West



11.2 Aerial View Looking East



11.0 Artist Impressions

11.3 Spectator View

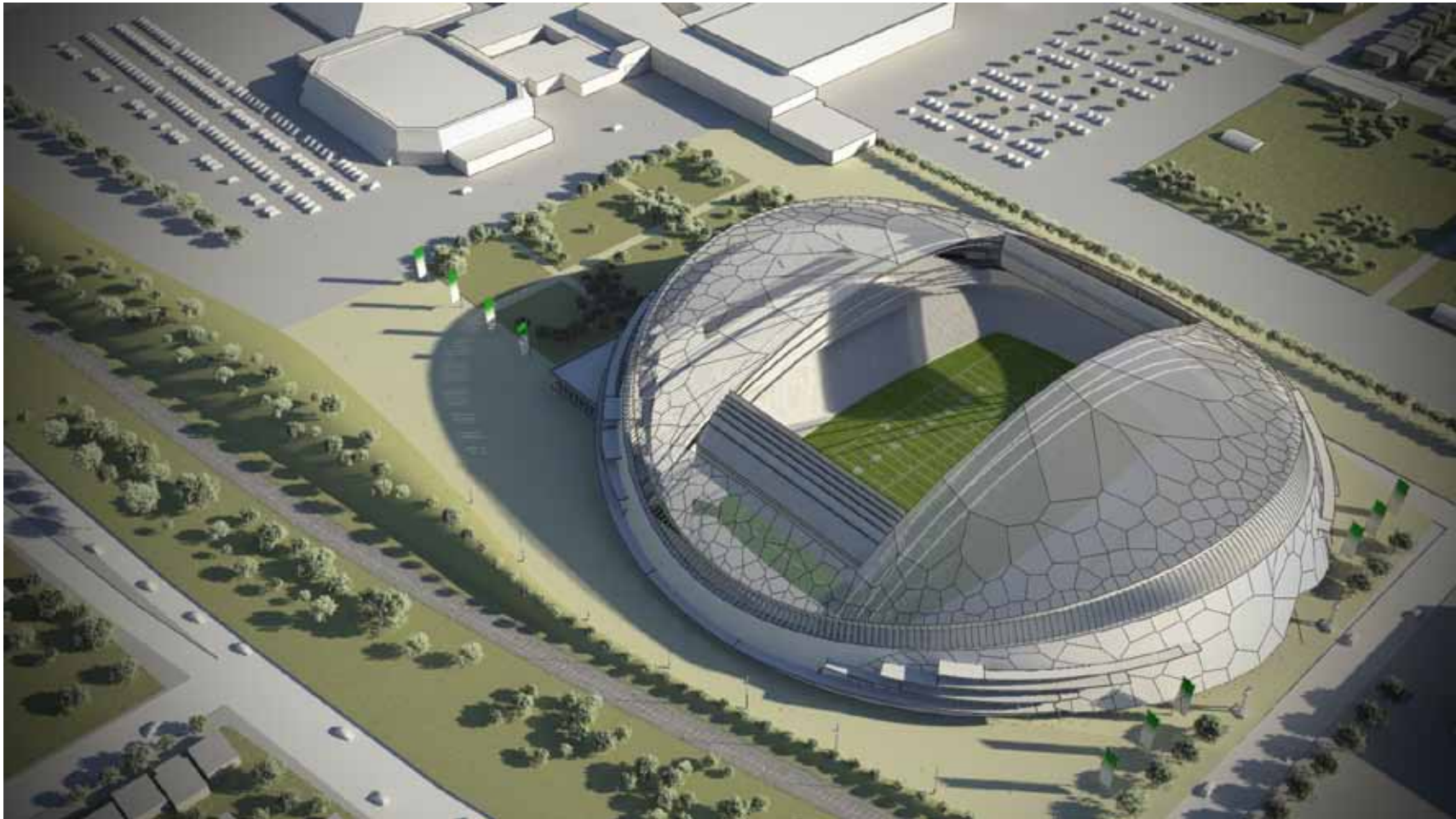


11.4 Players Tunnel



11.0 Artist Impressions

11.5 Roof Ready (Open)



11.5 Roof Ready (Closed)





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Mayor Fougere, Councillors, Members of the Press, Fellow Speakers and Citizens in the Gallery I thank you for this opportunity to address the "RRI-Stadium Project Funding and Financing." My name is Rhonda Poll and I have lived and worked in Regina for 38 years.

Regina Revitalization Initiative! What a dizzying marketing spin!! It sounds wonderful!!! But it is completely and deliberately misleading. Council's Regina Revitalization Initiative refers only to the expensive construction of a single sport facility that hosts games only 10 times a year. Nothing else –no immediate revitalization of any truly necessary amenity or service, but a great many social economic amenities truly require revitalization and the immediate attention and consideration of the administration. All true revitalization issues must be included, valued and counted as contributing social economic factors in calculating the final sum of any financial equation that discusses an enormous tax funded expenditure such as a stadium.

I agree that a true Regina Revitalization Initiative is desperately needed. I do not concur that a new stadium is necessary. FOOTBALL IS NOT PHILANTHROPY. The CFL, and the Roughrider organization are private for profit businesses. Regina councillors have not been endorsed to underwrite and secure the continued profitability of any privately owned national sports organization. Regina councillors were elected to take care of the needs of our community. Stadium Building is NOT Community Building. A stadium is NOT a necessity.

Research shows that the "shine" wears off a new stadium quickly. A PRAIRIE DOG issue featured a well informed article about the rise and demise of stadiums including examples of half a dozen abandoned U.S. stadiums. Edmonton provides a recent example closer to home.

Unlike Saskatchewan's recent "boom" Alberta has enjoyed generations as a "have" province. In Edmonton - city of affluence, seat of provincial governance, home to 2 national sports teams – Edmonton's councillors have shown true political leadership. Civic politicians canned a lopsided cost sharing deal for a new hockey sports arena that would have seen taxpayers held up for ransom for the profit of private business. Taxpayers and ticket buyers were to build the facility. The city would own it and try to recoup the costs by extra property taxes to be built around the facility. Following 4 years of public debate, disappointed Edmonton city councillors were compelled to cancel the deal –citing issues of "fuzzy numbers, shifting statements, apologies, bluster, brinkmanship and revisionist history". Sound hauntingly similar?

While I do not agree that a new stadium is necessary - I completely agree that a true Regina Revitalization Initiative is desperately needed to address a myriad of city shortfalls.

To build their stadium Regina's council demands hundreds of millions from taxpayers in a city where residents face a significant deterioration in housing affordability. Indeed, Regina's household debt related to housing is one of the highest in the country. Nationally, the 2012 affordability index for a detached bungalow stood at 42% of income. That means an owner would need to spend 42% of **pre-tax** annual income to pay for mortgage payments, utilities and property taxes. For citizens of Regina, the amount of income to service home ownership continues to be higher than term averages and as local home prices spike Regina home owner's budgets are stretched beyond their limit.

Still Regina, plans to increase its 30 year debt up to \$200 million.

Statistics Canada reported that **at 1.5% Saskatchewan's annual inflation rate** is above the national average of 1.2%. **Regina's inflation rate sat at 1.6%.** (Saskatoon at only 1.3%). Yet, local politicians at all levels of government boast about Saskatchewan's new housing construction boom that has become epidemic in Regina. Such rapid expansion definitely requires revitalization of Regina's services, utilities and amenities. It does not require a new stadium. Currently Regina's administration cannot keep up with the infrastructure needs created by new construction let alone maintain the amenities that Regina formerly enjoyed.

All levels of government use new housing as a way to download their large financial challenges onto new home buyers. And Regina's administration has deliberately exacerbated and eroded Regina's housing affordability to extreme levels rarely seen in this country. Yes, building permits are up. But to pay for the infrastructure that council cannot afford Regina councillors download their financial challenges onto new home buyers. **Stu Niebergall president and CEO of Regina and Region Home Builders Association** says that construction and development levies and fees by any level of government- is always a cost that is passed onto new home buyers. This is without exception. In Regina, "Every level of government takes this approach with an ever-expanding list of levies and fees that are often in the thousands and sometimes the tens of thousands of dollars per home" This is why Regina has a serious housing affordability problem AND why Regina's household debt related to housing is excessively high compared to national averages.

Still Regina, plans to increase its 30 year debt up to \$200 million to build a stadium.

PROVINCIALY

Saskatchewan "posterity" is gone. Recent government cuts and slashes to the Arts and University Art programs speak loudly of austerity. All due to our province's lack of money. Meanwhile Brad Wall is busy reinventing provincial funding. His government recently gave itself a 120 M \$ dividend from SaskPower – that is rumoured to cover Wall's stadium commitment.

FEDERALLY

The Canadian Index of Well Being reveals that Canada's standard of living and our overall quality of life shows a considerable backslide since 2008. Canada's GDP grew by 28.9% between 1994 and 2010. BUT Canadian's living standards dropped 24%. Inequality is growing.

The Canadian Index of Well Being recommends making better investments in people and communities – including public transit and child development. This is a “must read” for Regina councilors who would build a stadium instead of their community.

October 2012, Parliamentary Budget Officer Kevin Page confirmed that federal cost cutting continues to shift financial burdens to provinces that in turn download to municipalities. Page's report calculates that provinces and municipalities currently have a fiscal gap of 2% of GDP. That's \$36 Billion.

Page cautions ALL governments to be fully aware of the fiscal track they are following to ensure they make the right policy decisions. Have any Regina councillor read- and understood- Page's report?

November 2012, when Canada's national debt hit 600 Billion \$ Harper's government conceded that it will not see a fiscal surplus before 2017. Harper continues to make every possible cut to reduce expenditures. The social economic repercussions will resonate for decades.

There is no immunity from global economic strife. Regina is affected.

Still council plans to increase its 30 year debt up to \$200 million for a stadium.

Before Regina councilors convict and shackle an entire generation of Regina citizens to over 30 years of unforgiving, unnecessary debt – I strongly recommend that every member of this council and administration acquire a comprehensive understanding of the disordered and unstable global, continental, national, provincial, municipal, and civic economies that still struggle to crawl out of the chasm created by the great recession of 2008.

October 24th 2012, 107,000 Regina residents were disappointed by this council's past actions that they elected NOT to vote. 107,000 ELECTORS, declined to vote for this council, and more to the point – 107,000 electors who DID NOT vote for a Stadium.

Delegation from Chad Novak re: Stadium Concept Design Approval

Good evening ladies and gentleman, Mr. Mayor, City Councillors, thank you once again for the opportunity to speak to you tonight regarding the report that is before you about the Stadium Project Funding and Financing.

I won't get into specifics on the current funding arrangement, because I think that pretty much every angle of that has been beaten to death by many, many great people in Regina already. What I want to address is my concerns with how we, as a City, are prioritizing our spending. Recently, the proposed 2013 City of Regina budget was released, and in it was a 4.45% property tax increase, along with the anticipated 0.45% increase from this Stadium project. Add to that the extra 9% that has been added to our City's water bills each year for the past few years, and is projected to continue, and the \$95 fee to be charged on curbside recycling, and the increase to landfill entry fees, and you will quickly see how there are taxpayers that are seriously concerned about how our tax dollars are being spent. What begins as a simple 4.45% increase, quickly escalates, and however you choose to look at it, that is extra disposable income that the residents of Regina no longer have. As such, I feel it should be your obligation as City Council to ensure that our spending priorities are correct, and we maximize the value for every dollar that is put out.

As such, I do not feel that our City Council and Administration has this funding model even close to right. As I mentioned in my previous delegation, the funding model has been the #1 issue amongst even the most die hard of RRI supporters. They felt like they've been deliberately lied to, by presenting a project in April 2011 that promised a Domed Stadium on CP Lands, with a great connection to downtown, with 75% private sector investment, to an Open-Air Stadium on Evraz Place Lands with no easy connection to downtown, and literally 0% private sector investment. You can argue all you want that the Rider fans' facility fee is considered private sector investment or the \$25M that the Riders have promised to arrange through sponsorships, but in reality, the general public were expecting some true private sector investors. Why would they feel that way? Because, again from the April 20, 2011 Leader Post article, I quote: "Fiacco wouldn't identify potential private-sector partners and said it was important not to "jump to conclusions about what type of facility or what it's going to look like." But he said other announcements are forthcoming." So, what were these announcements that were forthcoming? The investment by the taxpayers of Saskatchewan, and Regina thrice over, or the Riders money that comes from Sponsorship that they already currently are able to get?

Keep in mind, also, that thanks to Mr. Fraser bringing this issue up at the Executive Committee meeting, the Rider's current \$8 Facility Fee, that they essentially hold in trust for the City of Regina, is another lost revenue that is currently used to maintain or upgrade the current facility, which was actually the monies used in the recent \$14M Grey Cup Legacy project. I can't tell you how many times I'd heard from City Council that "this is all Riders money", when in reality it was money that, yes the Riders were to be trusted with, but it was not from their bottom line at

all. And now, that \$8 Facility Fee is GONE, replaced by the \$12 Facility Fee that is to be 100% contributed towards the \$100M provincial loan that the City of Regina is taking out. It should also be noted that the City of Regina, and in turn Regina taxpayers, are also on the hook for the interest on said loan, just for clarification purposes.

Speaking now to the risk side of things. Again, this is something that should be paid SERIOUS consideration, and NOT be taken lightly. In your report, there are several risks that are outlined, including, but not limited to, the use of borrowed funds for other projects being jeopardized, the affect on the City's credit rating, the ability to extend the credit limit for future projects, and something I am concerned with, that being the interest rate security and potential for bankruptcy of our City if there is an economic crisis here that has affected other parts of the world recently. And, it HAS happened recently to a City in California, so I would recommend this issue be taken rather seriously. I would much rather our City go into record debt levels for improving the needed infrastructure, than a want item like a stadium, and I'm confident a majority of Regina taxpayers would agree with that.

The general public has raised serious issues over the mismanagement of the City Square Plaza project, and depending on how you look at it, how it's total cost was actually 2-4x the budgeted price. And, one of the cautions in the feedback report was to have a proper planning process for future capital projects to ensure this kind of thing doesn't happen again. What assurance do we, the Regina Taxpayers, have to show that you have learned from this project and it's serious flaws? How can we honestly put our faith in a Civic Government that couldn't properly manage a \$6M project, to properly plan and execute a \$300M project? Also, what happens if the RFP's come back to you with a projected cost of over the expected \$250M price tag? What is your plan if the RFP does come in under that price tag, but in a year, uh oh, the cost of concrete just doubled, what do you do then, when the project is past the point of no return? What contingencies have you built into this project to prepare for these possibilities? I would hate to get to the point where it's either seats or planks, and because of cost concerns, you choose the planks. I mean, that's one of the major benefits you are touting for going with this project. And, at that point, it's either compromising on the luxury of the stadium, or increasing the project costs. These are the tough decisions you are going to have to make in the future. I would feel far more assured if you have answers for them now, and not wait until that happens.

With all of the above said, I would once again like to ask, no implore you, to consider opposing this motion before you tonight for the Stadium Project Funding and Financing.

Thank you and I will now welcome any questions you may have.

Your worship, city Council members. My name is Terri Sleevea. I will be speaking with reference to RRI-Stadium Project Funding and Financing document.

On page 10 of that document it states: "The City will have a major debt implication borrowing up to \$200.4 million by 2015 for this [stadium] project. The debt decision could impact other capital infrastructure projects such as the Waste Water Treatment Plant."

No money for the badly needed Waste Water Treatment Plant. That is terrible! However, my particular concern this evening is that, given the enormous cost of the stadium project, there is unlikely to be any money even for small projects, such as the following accessibility matters.

1 Snow Removal:

There has been some improvement in this area. However, to make Regina truly accessible all sidewalks need to be clear of snow. The City must take the responsibility either to clear the snow or to enforce existing snow-removal bylaws.

2 Pedestrian Walk Buttons

Pedestrian walk buttons in winter are permanent impediments to mobility. What we need are automatic walk buttons so people don't have to struggle to reach them. Please remove the pedestrian walk buttons.

3 Curb cuts

Physical barriers in the environment often make it difficult for people with disabilities to fully participate in the life of the community. Decaying and crumbling curb cuts, sidewalks and roadways represent obstacles for all. Please fix them.

4 Designated parking spots:

Basically what we have in Regina is "on your honor parking" where people say "I'll just be a minute". The honor system parking has no honor in Regina. Why won't the City do more to enforce the designated parking bylaw?

In conclusion, I urge you to vote against the stadium project so the City will have sufficient funds to make Regina a better place for all its residents.

My name is Lesley Farley. I live in the Heritage Area. I wanted to state that I am against the city's plans for the RRI- Stadium Project. I think that tax payer dollars would be used more effectively by simply renovating the existing Mosaic Stadium and preserving and renovating our existing community centers, outdoor pools, libraries and any other existing infrastructure that benefits communities within the city. This could all happen at a fraction of the cost it would take to build this proposed stadium.

I swim at the very busy Maple Leaf Pool every summer and have been doing this for the last five years. It is an extremely popular place. I see a lot of poor and working class families use this pool and I also see the 10-12 kids from my neighborhood block there, often on a daily basis. Most of these kids don't have summer camps to go to. Some of the kid's families don't have cars either so they don't go out of town to the beach like we sometimes do. Instead, many of these kids are on the street around 10:30 in the morning and they come in and out of their houses and hang out with their pals on the street until sun down. Most of the kids are pretty good kids though I have caught them doing stupid things for kicks like breaking bricks that they found in one of my neighbor's backyard or running and jumping up on the roofs of car vehicles in our back alley. One time, we even found some of my husband's tools left out in the park across the street from our place. When I see some of these kids do these things, I stop them. Still, I feel for them. I know that they are bored out of their minds to do something. This past summer, I said to some boys, "Eh I know you're bored but you can't take these bricks that belong to someone else and break them." One of the boys said to me, " Oh it doesn't matter. He doesn't mind." I then asked the boy, "Really? Let's go knock on the guy's door who owns these bricks and see if it matters." The kid, of course, pulled back and said, "No its okay." The boys scurried off and they didn't break any more of the neighbor's bricks.

When I think about these kids, I think about how great it is that the city has got a free pool for them to use during the summer time. There is even a lunch program at the pool. Lots of community kids get their lunch there. There are also "learn how to swim" programs. The kids have a blast at the pool. They cool off and have a good time with their friends and families. Most importantly, from the standpoint of the community, they stay out of trouble when they are at the pool. It is just the greatest thing also because we don't even have a Community Centre in the Heritage Area for other kinds of programming.

It really matters that the Maple Leaf Pool stays. Sure there are a couple things that could improve about the pool. The two things that come to mind is having the showers and sink taps updated so that they pour out water for just a short time. I find the kids and teenagers often won't turn off the showers and sink taps in the pool bathrooms. I think that updating the taps would fix the problem and it would be a relatively cheap fix compared to knocking down the pool and then spending a ton of money on a spray pad that will be of way less benefit to everyone. A spray pad really only serves small kids. I can't ever remember being excited by a spray pad except maybe when I was 5 or 6 years old.

When I think about the city's plans to close the Maple Leaf Pool while planning to invest a ton of tax payer money into a place for the Saskatchewan Rough Riders to play, I think of this shift of welfare going towards corporations rather than communities who need it. Wealthier Regina people can talk all they want about welfare families needing to get their lives together and be self sufficient but then they also argue how important it is to fund an already very successful CFL franchise to have a glitzier place to play a game. Is this a case of corporate welfare? If the Saskatchewan Roughriders Football Club, Inc. wants a new field, let them put up the funds for the new stadium project. Alternately, charge the Saskatchewan Rough Riders Football Club, Inc. the kind of rent that would pay for the bulk of the construction and maintenance of a new stadium and have them sign a binding contract to this so that the tax payers of the city are not burdened by this cost of this stadium now or later down the road.

Blinded by ambitions to elevate the Saskatchewan Rough Rider playing field to big city proportions, I then read on the CBC website that the City is speaking about closing an extremely popular community pool in a poor and working class area of Regina: this city pool being the Maple Leaf Pool. How questionable is this measure to close a community pool in light of funding the proposed Stadium Project?

Do you think that closing the Maple Leaf Pool is okay as you plan to then fund a new Stadium Project?

I am here to tell you to knock on the doors of the 10-12 kids who live on my block. I want you to ask them if they will mind you closing down the one most amazing feature of their community- The Maple Leaf Pool. I want you to ask them what they do during the summer time. Ask them if they go to big music concerts and Saskatchewan Rough Rider Games. Ask them if they'd be happy with a spray pad to replace their community pool?

Are you too scared to ask?

If you are, then it's time to scurry off like the boys who got caught breaking my neighbor's bricks. Think about what you are about to do. Call off the wrecking ball to our pool because you need money for a fancy new stadium.

Do the right thing. Designate funds that you'd prefer go the new stadium and put those funds into keeping alive a great and free community pool. Maple Leaf Pool rocks! Keep it open! We need it!

The proposed new stadium is a want. It is not a need.

Stadium Funding Presentation Jan. 28, 2013

So there will be a stadium, a new home for the Riders in just a few years to come. So be it. In many, too many years later there will be housing on the present site of Taylor field. While this housing project is certainly welcome it will come far too long from now considering there are still many people just one paycheck from becoming homeless. Not to mention many citizens that remain homeless in our city today, this cold winter day. Perhaps the City of Regina would like to conduct their own homelessness count in order to learn the true extent of this desperate situation that many of our citizens endure. Overfilled housing shelters indicate that we still have a housing crisis, given that the number of homeless may be upwards of three times of the population in shelters at any time. We need a housing solution with a much shorter timeline now. It is to begin to work with this Regina City Council that brings us to present to you today on behalf of our valued citizens and members.

We have two basic requests:

Given that the present MOU will impose an additional property tax amount to be levied on all property owners for the purpose of contributing to paying for the stadium

and that this amount of property tax will increase each and every year compounding the amount of property taxes paid by property owners each and every year for ten years

and that this property tax as well as the additional tax increases over ten years will inevitably be passed onto renters by the property owners /landlords

the QCTA requests that renting low-income earners as defined by those whose income is less than the current LICO (low-income cut-off) income level be allowed to have refunded to them the value equivalent of the tax increase that they will inevitably pay through higher rents when landlords pass their tax increase levied upon them to pay for the stadium,

and that this tax refund be fully supported by the City of Regina.

We request this City of Regina sponsored refund policy practice because this additional tax upon low-income earning renters will undoubtedly cause an additional financial burden

upon renters who are already stretched beyond their means as they try to make ends meet in terms of rent in an rental market that has and continues to be inflated.

This tax refund for Regina renters is justified on the same basis on which the Riders have in the past recieved tax relief on their rent of Taylor field. Given that the Riders have recieved tax relief when they were suffering, it is only fair that renters recieve the same grace as they are now suffering. Regina renters are citizens and are therefore are equally as valued as the Riders and their fans.

As the vast majority of low-income earners and the vast majority of renters in general are less likely to be able to afford tickets to either Taylor field events or events held in the new proposed stadium due to their stressed financial situation why would it be considered fair to impose upon them the expense of paying for something they cannot adequately use or access? Adding an additional financial burden to renters and low-income earners to support a recreation and entertainment facility is not fair and does not make sense when this extra expense would contribute to putting these vulnerable citizens on the street.

We would welcome in addition any reasonable offers in response to our request to assist in providing relief to Regina renters. As their incomes are only barely sufficient enough to pay their own rents let alone contribute to pay for a new home for any group which is adequately able to support themselves.

In addition to the low-income renters refund of taxes imposed to pay for the stadium we would ask that this City of Regina Council invite all community groups to relevant City of Regina discussions related to housing, homelessness among other issues as they are relevant to Regina's community groups and organizations.

As you can see today and have seen in the past there are many groups representing many more of our vulnerable and valuable citizens. As these community groups and organizations have today as in the past invested much time and effort on behalf of our citizens we ask that these groups and organizations on behalf of the citizens they represent be invited to the planned housing summit proposed by Mayor Fourgere.

In this way the voice of the very citizens that this housing summit will be truly heard. Furthermore, the needs of the very citizens the housing summit among other discussions that meant to assist these citizens may be more adequately met.

One specific request we ask of this Regina City Council is to bring into force a bylaw disallowing the demolition of housing properties when the rental vacancy rate is at or below the CMHC recommended value of 3%. In order to support this bylaw we request that rental licensing be implemented to ensure that at a minimum health and safety standards required of all other places of business and building is maintained in apartments. Afterall, why should our homes not also be as safe and healthy as our workplaces and recreation facilities. And as safe as the proposed stadium will undoubtedly be? Other cities such as our nearby Saskatoon have models that could be followed in the design of civically-based rental property licensing.

On behalf of our valued and vulnerable citizens we very much look forward to working with this Regina City Council to eradicate this unnecessary, unjust and urgent need to create affordable housing policies, programs and prevent further financial hardship endured by renters from leading to a continued housing crisis in our city. I strongly encourage this Council to work toward creating the best city through having zero homeless citizens.

PRESENTATION TO CITY COUNCIL MEETING JANUARY 28 2013

Florence Stratton

RRI-Stadium Project Funding and Financing

INTRODUCTION

My name is Florence Stratton. I'd like to begin by thanking the Office of the City Clerk for rescheduling Executive Committee and City Council meetings so there are now more days between them. As a result, delegations to City Council will not have to scramble quite as much to get their presentations ready on time to meet the Thursday 1 pm submission deadline. It was, no doubt, painstaking work to do all the rescheduling. I speak for quite a few of us here this evening when I say we are very grateful to you for doing it.

RRI - STADIUM PROJECT FUNDING AND FINANCING

Next, I wish to make some comments on the RRI-Stadium Project Funding and Financing document. It is a very alarming document.

1. First, as the document itself makes clear, the funding model is extremely flawed, subject to all kinds of risk. Risk factors listed in the document include:
 - Cost overruns, which are very likely, given the size of the project
 - An increase in interest rates
 - Less than expected Rider game attendance
 - An increase in stadium maintenance costs

The funding model is like a house of cards. If any of the assumptions on which it is based change, the model will collapse and the stadium will cost even more than the projected \$633.2 million. Who will pay? Who else but Regina residents who are already on the hook for \$261.9 million in property taxes for the stadium, plus their portion of provincial taxes to cover the province's \$80 million contribution.

2. Even more alarming is the stadium document's warning about the "major debt implication [of] borrowing up to \$200.4 million" for the stadium. This huge debt means the City will have great difficulty financing really urgent capital projects, such as the Waste Water Treatment Plant. It also means current facilities and programs are liable to be cut. Last week the City announced it was thinking of closing two outdoor swimming pools and tennis courts. Unlike the stadium, these facilities have the potential to improve the health and welfare of all Regina citizens. Will they be the first casualties of the stadium project?

To make matters even worse, according to the document, this \$633.2 million stadium will have a "30 year life-cycle." It is, in effect, a throw-away stadium.

I fail to understand how anyone in good conscience can vote in favour of the stadium project.

While it will benefit contractors and developers and realtors, it will do harm to the majority of Regina citizens.

MOVING FORWARD

However, arguing against the stadium is not my only reason for appearing before you this evening. I am also here to argue for affordable rental housing, the lack of which is a major concern of many Regina citizens for whom the stadium is not a priority.

Every time one of us comes before City Council to make a case for affordable housing, Council responds either by reminding us that, over the last 2 year period, Council spent \$2 million on affordable housing projects or by asserting that the RRI includes affordable housing. This time I'm hoping to get some satisfaction.

- Are you aware that Council spent \$2.1 million – about the same amount it spent on affordable housing over a two year period – just to get the stadium project off the ground?
- Are you aware that Regina is experiencing an affordable rental housing crisis right now; that the city's rental vacancy rate is 1%, the lowest in the country; that even if there is some affordable housing in the RRI plan, it won't be available for at least another 7 years?

MODEST PROPOSALS

In an effort to move the discussion forward, I'm not going to begin by asking Council to allocate to affordable housing projects the \$633.2 million it plans to spend on the stadium – although that is what I think you should do. Instead, I am going to make 5 modest proposals – that is proposals that will not add a whole lot to the financial burden of the city. Indeed, some of them will cost the city absolutely nothing. In essence, what I'm asking for are a few crumbs from the stadium banquet table so that life might be a tiny bit better for citizens who are suffering the effects of Regina's housing crisis.

MODEST PROPOSAL # 1: DEMOLITION BYLAW

The first proposal is for a bylaw prohibiting the demolition of apartment blocks when the rental vacancy rate is under 3%.

City Council would not have to start from scratch in creating such a bylaw. Rather it could use Toronto's rental protection bylaws as a model. They have been in place since 2007.

If such a bylaw had been in existence in 2012, the 46-unit apartment block at 1755 Hamilton Street would still be standing. Now 1755 Hamilton Street is a vacant lot.

MODEST PROPOSAL # 2: DEVELOPERS' FEE

City Council can require developers to include a certain number of affordable housing units in their plans or to pay a fee into an affordable housing account.

MODEST PROPOSAL # 3: REPURPOSING EXISTING BUILDINGS

Every year, City Council can identify one abandoned building in our city and convert it into a low-rent apartment block. According to CMHC, "Converting a surplus or vacated building into affordable housing makes good use of existing infrastructure, is often less costly than a new construction, and can help maintain the character of a neighbourhood." This is the least modest of my proposals.

MODEST PROPOSAL # 4: HOMELESS COUNT

The last homeless count conducted in Regina covers the period 2008 - 2010. The results are published in a document called *Homeless In Regina 2010 Report*. It found that 3,401 people sought shelter services in Regina in 2010. The figures in this document need to be updated so that decision-makers, such as your selves, know the number of homeless people in Regina. The City of Regina has the resources to carry out such a count. A longitudinal study, *Homeless In Regina 2010 Report*, provides an excellent model to follow. It is available online:

<http://homelesshub.ca/ResourceFiles/Regina%202010%20HIFIS%20REPORT.pdf>

MODEST PROPOSAL # 5: MAYOR FOUGERE'S HOUSING SUMMIT

A housing summit is evidently not Mayor Fougere's "first order of business," as he promised it would be in the run-up to the municipal election. Clearly, the stadium has pride of place.

If a housing summit does eventually take place, I would ask the Mayor to please invite the following at no cost:

- Everyone one who has given a presentation on housing at a meeting of City Council in the last three years
- All non-profit organizations that advocate for affordable housing
- People who are actually affected by Regina's housing crisis

But do we really need a housing summit to start addressing Regina's affordable housing crisis?

We definitely don't need a housing summit to include affordable housing in the City's 2013 budget!

What we do need is a housing plan of action. I think we might already have one. What about the yet to be released "City of Regina Comprehensive Housing Strategy," which City Council unanimously approved at its December 2011 meeting, disbursing \$100,000 for its development? Wouldn't it fit the bill? Or perhaps the document called *The Regina Community Plan 2007: A Home For All* could be dusted off. It had as one of its goals "To reduce immediate homelessness and to cut the estimated 3,700 households at greatest risk by 50% by 2011."

We also need money to pay for the plan's implementation. We could start by allocating to this fund the money saved by not holding a housing summit.

As for the rest of the funding, well, some of you might wish to reconsider your priorities when you vote tonight on the stadium project. The prayer with which City Council meetings usually begin asks that the decisions of City Council be "found on justice and prudence." The stadium project meets neither of these conditions.

Dear Mayor Fougere and members of City Council. My name is Beryl Forgay and I'm here this evening representing myself as a tax payer for the last 44 years.

You promised to hold a symposium on affordable housing as one of your first priorities. We need that initiative now!

The catalogue of the World Vision lists the poor people of Canada as one of the groups to help along with the peoples of Africa and Central America. Isn't that appalling for a country, province and city as wealthy as Regina. Saskatchewan, Canada?

In your position, it is possible for you to do something good at this time when we have been celebrating "good will to all men". So we urge you to initiate talk with your colleagues in Caucus to consider a Saskatchewan housing plan to prevent the shameful conditions that are becoming known around the world.

Please don't place the businesses of the city above the needs of suffering citizens. The stadium can wait. Those freezing in our cold city can't.

Sincerely,

Beryl Forgay

Dear Mr. Mayor and City Council

I'm here to help demonstrate that there is public opposition to the proposed stadium plan.

The RRI Stadium plan costs tax payers a record level of debt, and property taxes are going up as a result. As a student, housing is not affordable in Regina. The amount of debt does not seem to be a good trade for the level of limited economic activity a stadium can provide.

The benefits of the stadium construction do not seem to apply to the average resident of Regina, but disproportionately benefit certain business interests in the city.

In summary, tax payers are paying for the stadium, while the profits are going to select business interests. This does not seem like a good deal for taxpayers.

Sincerely,
Eric Armit

Good evening your worship, members of city council, and city administration. My name is Colin Stewart, and I would like to address you as a tax paying citizen of Regina.

I'd like to say, first, that I am not here to rehash an old argument, or restate facts already known. I am here, however, because I recently had a chance to review the report before council regarding the new stadium and, I must admit, I'm excited.

During the election, I thought the new stadium was going to be almost exactly like Mosaic Stadium. Now that I've seen the report, I see that I was wrong. Yes, the new stadium is open air. However, the report says it will have a roof over the spectator area, and could have radiant heating for spectators. I don't know what the locker rooms are like at Mosaic Stadium. I'm assuming there are only two, which are unheated. If I remember correctly from the report, the new stadium could have up to five, with a dedicated locker room for the Riders, and two other locker rooms that can be divided. I'm assuming this space will also be heated. My understanding is that under the spectator seats will also be conference rooms that can be used year round for trade shows, conferences, exhibitions, and other purposes. I also couldn't help but notice the office space for the Riders, bringing all of their operations under one roof, rather than having them maintain an office on the corner of Albert and Dewdney.

All of this is great, but what really inspires me is the outdoor space. The report describes plaza space along the East side of the new stadium, and green space along the CPR tracks. This is something that North Central will be sure to enjoy! I also noted in the report the intent of having vehicles enter the site from Lewvan Drive, reserving the east side for pedestrian access. This will also benefit North Central, by removing a significant portion of game day traffic from our neighbourhood.

This all sounds great to me. Were it not for the fact that this money could be better spent on other things, I would be one hundred percent in favour. But, the money is being spent on a new stadium. I know it will be used by the Riders, high school football, Rams, and the soccer association. I also know that there will be indoor space, available to the community for use year round. Through most of the warm season, this stadium will be hopping with activity. But, we will still be left with many other needs, of which I spoke back in July. On the other hand, the \$12.00 user fee, assuming sell out crowds for every Rider game, will more than pay back the one hundred million dollar loan from the Saskatchewan Government. With the eighty million dollar grant, and the twenty five million provided by the Riders, the direct cost to Regina taxpayers is really only seventy eight million dollars. So, maybe it's affordable, but we still have other more pressing needs that can't wait.

I agree with you that we have to look at the whole RRI project, not just the new stadium. I see good things being possible for the warehouse district and downtown, with redevelopment of the CPR container yards. As was mentioned at a prior meeting, tax revenue will cover the cost of development. I see a world of possibilities here, and can't wait to see, in a few years, what it will actually look like. I understand that this area could be a complete neighbourhood, and I love the idea.

I can't ignore the plan of a complete neighbourhood, including residences and businesses, where Mosaic Stadium now stands, either. This could be exactly what North Central needs, in order to make it a desirable place to live. With seven hundred affordable housing units, priced at current market value, it could become a great place to live. I must note, though, that only upper middle class people will be able to afford to live in these homes, because the price is forecast to be approximately two hundred thousand to three hundred thousand dollars. This could make or break the project. The project could be successful, because it would bring new life to North Central Regina. Unfortunately, it could also result in failure, because I suspect many upper middle class people would be nervous there, given North Central's reputation.

That isn't to say that I am opposed to the idea. On the contrary, I am strongly in favour of it. I do wish, though, that the price of the homes build there could be closer to one hundred thousand dollars, and that these homes could be built sooner.

The way I see it, we have a number of issues before us. First, is the new stadium, with all its' glory. Second, we have the revitalization of two key areas of our city, being the downtown, and North Central Regina. Third, we have the perception that we are building an important project, at the expense of more pressing needs. The question I lay before you is this: Can we have our cake, and eat it too? Would you, as our city council, be willing to consider making other land available to build affordable housing units now? Can we afford to build the new stadium, and still meet these other pressing needs?

Thank you. I now welcome any questions that you may have.

2013/01/23

Dear Joni Swidnicki, City Clerk,

I am writing to request to appear before City Council at its January 28th meeting. I wish to make a presentation related to the following item on the meeting's agenda: RRI-Stadium Project Funding and Financing.

I would appreciate it if you would confirm receipt of my email and presentation.

Yours sincerely,

Marc Spooner

Marc Spooner, Ph.D.
Associate Professor, RM 377
Faculty of Education
University of Regina
3737 Wascana Parkway
Regina, SK
S4S 0A2
TEL: (306) 585-4538
FAX: (306) 585-4880

--"The trouble is that once you see it, you can't unsee it. And once you've seen it, keeping quiet, saying nothing, becomes as political an act as speaking out. There's no innocence. Either way you're accountable."
Arundhati Roy

Presentation by Marc Spooner, Jan. 28th, 2013

On Agenda item: RRI-Stadium Project Funding and Financing

Good evening, my name is Marc Spooner, and I am here tonight to discuss the Stadium Project Funding and Financing as it relates to the proper functioning of a healthy city, our City of Regina.

First, I want to say congratulations to each of you on your election win, and to welcome you as our new City of Regina City Council representatives.

Now, as we are here to discuss the funding of the new stadium, I have been wondering why the findings from the June 15, 2009 Stadium Concept Review undertaken for the Government of Saskatchewan by Rob Giberson and Bill Shupe were not properly represented to the public; for example, in the report they state: “Mosaic Stadium although structurally sound is dated”? (p. 12)., yet renovations were not presented as an option? and why that option is not being considered here now.

Second, if you insist on moving forward with what appears to me, a large percentage of the public, and at least, publically, by one councillor, to be a bad deal, a financially damaging deal for our city and its residents,

Why not frontload the tax increases to cover the construction costs? Why is the bulk of the funding being generated in years 10 to 30 when many of you will, in all likelihood, be long gone? You are the council who is so proudly pushing this new stadium deal, why not have it be you who proudly stands behind the major tax increases while you are still on council, rather than strapping some future council with the burden of carrying the brunt of your decision thus tying their hands in the future?

Now, there has also been a lot of talk in the media of late about the City looking into closing two outdoor pools because it can't afford to maintain them. Two pools I might add, that are located in some of our most disadvantaged neighbourhoods; I am referring to the Maple Leaf and Regent Pools. When looking at the project funding tonight, I can't imagine pressing forward with such a plan when we cannot

even maintain our current level of services-- services our most marginalised need, deserve. Services that contribute to a healthy society.

In terms of a new stadium and tax increases, why are we being asked to falsely choose between closing two pools and expanding one-- why not both options; why not increase our services overall for some of our most disadvantaged?

I don't feel I need to remind the council of Regina's extremely low vacancy rate, ever-growing rental costs, and the need to act now in order to make Regina a safe and liveable city for all, do I?

I ask that you consider that the stadium funding as proposed is not a good deal, it is not even set up to be collected while you who are making this decision sits on council, and that all the true options for the current stadium have not been openly presented to the public.

Finally, I just wanted to remind you that you are running a democratically elected body, not a private corporation, some disagreement, and non-unanimous votes is refreshing and reflects the diversity of voices you represent, so keep it up!

thank you.

Marc

Presentation to City of Regina City Councillors
Stadium Agreement
January 24, 2013
Dr. Sean Tucker

Thank you for your attention and for your consideration of comments from members of the community related to the proposed stadium agreement. I speak from the point of view of a Riders season ticket holder, long time fan of the CFL, city property taxpayer, and a faculty member from the Faculty of Business Administration at the University of Regina.

I appreciate the long hours that went into preparing the agreement that will be voted on this evening. Negotiations between the Rough Riders, the City of Regina, the provincial government and other stakeholders took time and likely included some tough bargaining and compromising. No doubt all parties involved felt let down when the Federal government decided not to contribute to this project. I acknowledge and respect this process.

Having said that, I have felt uneasy about this agreement since I first read the associated Memorandum of Understanding last year. A half billion dollar project is an enormous undertaking for a city of 200,000 people. What concerns me most is the lack of discussion related to the financial assumptions and risks that are identified in sections 5.1.4 and 5.3 of the agreement. These assumptions warrant more public discussion.

Consider these three key assumptions in the agreement: First, that the average interest rate will remain between 3.5% and 4% from now until the year 2043; second, Rider's attendance will average 28,000 fans per game over the same period; and three the annual rate of inflation will average 2.2% for the next 30 years. Each of these assumptions warrants close scrutiny in historical context.

First, the agreement assumes an average interest rate of 3.5% to 4% over the next thirty years. But according to the Bank of Canada the average interest rate for the last 30 years (i.e., between 1983 and 2012) was 5.8% (http://www.bankofcanada.ca/wp-content/uploads/2010/09/selected_historical_page1_2_3.pdf). In particular, in 1990 the interest rate was 13%. The difference between the assumed average interest rate and the average historical rate is between 1.8% and 2.3% (excluding the risk premium that the city would pay above prime). The supporting documents to the stadium agreement caution that "Interest rates are currently favourably low; however, if the market changes, a .5% increase in interest rate on a debt of \$100 million, over 30 years, has a \$10 million additional expense affect on the financial model."

The implications of higher interest rates are higher borrowing costs and the City could be exposed to \$40 to \$50 million dollars (or more) of additional interest payments if the historical average interest rate is realized. Our Federal Finance Minister has repeatedly stated that Canadians shouldn't assume that unprecedented low interest rates will continue. Therefore, it seems like wishful thinking to assume a 3.5% to 4% interest rate between now and 2043.

Second, we must consider the 30 year forecast for Rider's attendance. In recent years attendance at games has been strong but over the last 30 years – between 1983 and 2012 - the average attendance per game was 25,500 (<http://cfl-scrapbook.no-ip.org/CFL-Attendance.php>). That is about 2,500 fewer fans per game than what is forecast over the next 30 years. In dollar terms, 2,500 fewer fans per game over 30 years translates into \$9 million dollars in lost facility fee revenue excluding the costs associated with borrowing to make up such a shortfall.

Think about what would have happened if the City of Edmonton had based their 30 year financial planning on attendance of 41,600 fans per game at Edmonton Eskimos games, which was the average attendance between 1977 and 1982 (<http://cfl-scrapbook.no-ip.org/CFL-Attendance.php>). Well, they would be deep trouble because between 1983 and today the average attendance per game has been 34,500. This is despite an increase in Edmonton's population from 560,000 to 817,000 over the same period (http://www.edmonton.ca/city_government/facts_figures/population-history.aspx).

Lastly, the agreement assumes an average annual inflation rate of 2.2%. However, according to the Bank of Canada the average annual rate of inflation between 1983 and 2012 (i.e., over 30 years) was 2.53% (<http://www.bankofcanada.ca/rates/related/inflation-calculator/>). That's .33% higher than the estimate in the stadium agreement. If inflation is higher than anticipated the cost of maintenance, labour, and services outlined in the agreement will grow.

Given that the assumptions in the stadium agreement are at odds with the historical record, I think it's imperative to conduct and publically report on a comprehensive sensitivity analysis of the impact of changes in the three aforementioned factors. Market forces can drive up the cost of the stadium and/or drive down revenues. Such changes could have major financial implications for the city and ultimately businesses and residential property tax payers. With respect, we should consider the historical record and discuss the numbers before committing to this agreement.

City of Regina Councillors: Before you is the best case scenario – let's add a more realistic case and a worst case. What is the worst case? What would be the impact on municipal taxpayers of a worst case scenario?

In closing, I'd like to thank the city administration and current and former elected officials who have done their very best to put together a workable financial plan to build a new stadium. It is

a good effort but I think we can do better. Let's take the time to demonstrate and discuss the range of possible cost and revenue scenarios. It is in everyone's interest and above all it is prudent. Thank you.

January 24, 2013

Joni Swidnicki
City Clerk
City of Regina
2476 Victoria Avenue
Regina, SK
S4P 3C8

Attention: Joni Swidnicki

Re: Request to appear before City Council on January 28th

On behalf of Make Waves Regina, a newly formed advocacy group representing water sports in Regina. We represent in excess of 1000 families actively involved in water sports and currently using the Lawson Aquatic Center, with active participants ranging in age from 3 to 85 years.

I am writing to request to appear before City Council at its January 28th meeting. I wish to make a presentation related to the following item on the meeting's agenda: RRI-Stadium Project Funding and Financing.

A copy of our presentation notes is attached.

I would appreciate it if you would confirm receipt of my email and presentation.

Yours sincerely

Jason Cawkwell and Darren Haygarth, on behalf of Make Waves Regina

Regina Sychro & Synchron Sask
The Regina Diving Club
The Regina Water Polo Association & Water Polo Sask
Regina Optimist Dolphin Swim Club
Flatland Swimming
Regina Masters Swim Club
Regina Marlins Swim Club

Presentation to RRI – January 28, 2013

We are writing to request to appear before City Council at its January 28th meeting. We wish to make a presentation related to the following item on the meeting's agenda: RRI-Stadium Project Funding and Financing.

We represent "Make Waves Regina" a newly formed advocacy group representing water sports in Regina. We represent in excess of 1000 families actively involved in water sports and currently using the Lawson Aquatic Center, with active participants ranging in age from 3 to 85 years. Our mandate is threefold; bring attention to the lack of deep tank pool space in Regina, support the expansion of water facilities in Regina, and lastly to support the utilization of water facilities by serving as a bid and host committee for national and international water sport events.

Our purpose today is not to protest the stadium project, but to bring your attention to the lack of deep tank pool space in Regina and to express our desire to see this need addressed in both the RRI Stadium Project, the Wascana Pool Revitalization project, or as a stand-alone project to revitalize the Lawson Aquatic Center.

The Lawson pool is nearing the end of its useful life for water sports while the demands for time in a deep tank pool in Regina are increasing. Water and air quality issues are increasing in frequency and the facility lacks the capacity to host a national caliber event.

\$34 million was recently allocated to aquatic facility improvements in the City of Regina's Recreational Facility Plan. \$24 million of that was slated to be spent on the Lawson facility. We understand that these funds are now at risk of being re-allocated away from the Lawson to the RRI project. If this in fact the case, we ask the City to reconsider this decision, to re-evaluate options and ensure the needs of water sports are addressed.

We have three proposals that we would like the City to give consideration to. These are in no order of priority and one or a combination would bridge the needs of water sports in Regina.

- 1) To consider including a new aquatic facility as part of the stadium complex. An aquatic facility within the stadium structure would ensure that the stadium complex has traffic 365 days a year leveraging cross functional resources. The cost of adding this to the proposed structure would be a fraction of the cost to construct a net new facility in 5 to 10 years.
- 2) If the revitalization of Wascana Pool proceeds, to ensure the design incorporates a 50M, 10 lane swimming pool(s) along with a 25M cool down pool, diving tank and bleacher facilities. If a portion of the facility could be covered for year around use, it would be ideal. This design could be used for by both recreational and competitive groups. This type of facility would enable to our organizations to host a major outdoor water sports event, like Age Group Nationals, where 1800 of Canada's top swimmers gather to compete for 7 days each July. The City of Winnipeg estimates that hosted swim meets generate \$2M annually in direct and indirect tourism dollars. Any pool closures without addressing deep tank pool space will put added pressure on capacity at the Lawson that is already taxed.
- 3) If the revitalization of the Lawson or a replacement facility is significantly delayed by the RRI project, that the city give consideration to installing a temporary above ground pool adjacent to the existing Lawson facility. These temporary structures have been used very effectively for World and Olympic Trials. These units are highly desired as they are low cost (\$700,000) and can be recycled and relocated to an alternate location once they have fulfilled their immediate use. A temporary facility of this type would

provide temporary relief in terms of capacity and enable us to begin hosting regional caliber events. Whether it is an upgraded Lawson or a new facility integrated into the new stadium, it completes an “athlete alley” concept for the immediate area.

Our membership base is proud of Regina. It's where we live. It's where we work. It's where we play. It's who we are. Whether we represent the Regina Dolphins, Regina Marlins, Regina Synchro., Regina Master Swimming or Regina Water Polo, we wear our name with pride. We are ambassadors of this fine city. We need an improved facility so we have the increased capacity for those who wish to maintain a healthy lifestyle and have their child learn life saving skills. We need added capacity to continue to train national caliber athletes and teams and a facility that will enable us expand our role to that of “hosts”.

The citizens of Regina have long positioned Regina as an impeccable host city; whether it's Agribition, the Grey Cup, The Brier, Skate Canada Challenge Cup or the World Junior Hockey Championships. We would like to add water sport championships to that list of hosted events, but we need a venue to do that, a venue that will be a multi- purpose facility for both recreational and competitive water sports.

Thank you for the opportunity to express our thoughts and concerns.

Jason Cawkwell and Darren Haygarth, on behalf of Make Waves Regina

[Regina Sychro & Synchro Sask](#)
[The Regina Diving Club](#)
[The Regina Water Polo Association](#) & [Water Polo Sask](#)
[Regina Optimist Dolphin Swim Club](#)
[Flatland Swimming](#)
[Regina Masters Swim Club](#)
[Regina Marlins Swim Club](#)

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 REGARDING THE RRI
STADIUM FUNDING & FINANCING REPORT.

THE REGINA REVITALIZATION INITIATIVE IS
MORE THAN A STADIUM,

IT IS MORE THAN A HOUSING PROJECT

AND IT IS MORE THAN AN INDUSTRIAL LAND
CONVERSION PROJECT,

THIS IS AN URBAN REVITALIZATION PROJECT
ON A LARGE SCALE THAT LOOKS TO ADDRESS A
RANGE OF COMMUNITY NEEDS:

- THE NEED FOR A NEW STADIUM
- THE NEED FOR AN ADDITIONAL MIX OF NEW
HOUSING IN A NEW INNER CITY
NEIGHBOURHOOD

- THE NEED FOR ADDITIONAL OFFICE AND
RETAIL SPACE

- IT'S ABOUT REDEVELOPING LAND AND
MOST IMPORTANTLY:
 - IT'S ABOUT EMBRACING THE NEEDS OF
TODAY FOR THE BENEFIT OF
GENERATIONS TO COME

YOUR WORSHIP, A LOT OF TALK HAS TAKEN
PLACE ABOUT THE RRI OVER THE PAST NUMBER
OF MONTHS, PARTICULARLY IN REFERENCE TO
THE PRIVATE SECTOR'S INVOLVEMENT.

FOR THE RECORD I WOULD LIKE THE CLEARLY
STATE THAT THE PRIVATE SECTOR WILL BE
INVOLVED IN A MAJOR WAY WITH THE RRI
THROUGH THE REDEVELOPMENT OF THE
CURRENT MOSAIC SITE AS WELL AS THE CP
LANDS.

THE TOTAL INVESTMENT BY THE PRIVATE
SECTOR HAS BEEN ESTIMATED AT OVER HALF A
BILLION DOLLARS.

I WILL SAY THAT AGAIN. PRIVATE SECTOR
INVOLVEMENT IN THE PROJECT IS PROJECTED
TO BE HALF A BILLION DOLLARS.

SO WHAT DOES THIS MEAN, ANOTHER HALF A
BILLION DOLLARS OF INVESTMENT?

WELL I HAVE DONE SOME CRUDE
CALCULATIONS:

LET'S ASSUME THAT \$200 MILLION IS NEW
RESIDENTIAL AND \$300 MILLION IS
COMMERCIAL.

RUN THE PROVINCIAL PERCENTAGES TO GET TO
\$140MILLION RESIDENTIAL AND \$300 MILLION
COMMERCIAL,

RUN THE 2012 MILL RATES AND MILL RATE
FACTORS AND YOU GET TO A TOTAL OF \$7.5
MILLION ANNUALLY.

IF YOU TAKE THE ANNUAL AMOUNT AND USE
THE SAME LIFE CYCLE THAT IS BEING TALKED
ABOUT IN THIS REPORT, 30 YEARS, YOU ARE
GENERATING \$224 MILLION THAT YOU DO NOT
HAVE TODAY.

THERE YOUR WORSHIP, MEMBERS OF REGINA
CITY COUNCIL IS THE INCREMENT.

NOW ONCE AGAIN THESE ARE CRUDE
CACULATIONS. MAYBE NOT ALL OF THE
INVESTMENT TRANSLATES INTO TAXABLE
ASSESSMENT AND MAYBE THERE ARE OTHER
TAX POLICY DECISIONS AND OR IMPLICATIONS
THAT WILL HAVE AN IMPACT.

HOWEVER, I THINK IT IS IMPORTANT THAT IF
YOU ARE LOOKING AT LIFE CYCLE COSTING
FOR THIS PROJECT THAT YOU ALSO LOOK AT
THE INCREMENTAL TAX YOU ARE GENERATING
OVER 30 YEARS.

	Investment	Assessed	Mill Rate	Mill Rate Factor	Annual	30 Years
Residential	\$ 200,000,000.00	\$140,000,000.00	15.1059	0.90059	\$1,904,591.15	
Commercial	\$300,000,000.00	\$300,000,000.00	15.1059	1.22945	\$5,571,584.63	
					\$7,476,175.77	\$224,285,273.22

AS FOR PUBLIC FUNDING FOR STADIUMS, I
WOULD LIKE TO DRAW YOUR ATTENTION TO
SOME OF THE MORE RECENTLY DEVELOPED
PROFESSIONAL SPORTING VENUES AND THE
LEVEL OF PUBLIC INVESTMENT:

IVOR WYNNE STADIUM, IN HAMILTON

\$137.5 MILLION OR 95% OF THE TOTAL -
PUBLICALLY FUNDED

INVESTORS GROUP FIELD, IN WINNIPEG

\$105 MILLION OF THE TOTAL \$190
MILLION PROJECT COST IS PUBLIC
MONEY **BUT** IF YOU COUNT THE
PROVINCIAL LOAN TO THE WINNIPEG
BLUE BOMBERS IT JUMPS TO \$190
MILLION OR 100% OF THE CAPITAL COST

CONSOL CENTER, IN PITTSBURGH

\$290 MILLION OR 90% OF THE \$321
MILLION PROJECT HAS BEEN FUNDED
WITH PUBLIC MONEY

LUCAS OIL STADIUM, INDIANAPOLIS

\$620 MILLION OR 86% OF THE \$720
MILLION TOTAL CAPITAL COST IS
FUNDED WITH PUBLIC MONEY

COWBOYS STADIUM, IN DALLAS TEXAS

\$444 MILLION OR 37% OF THE \$1.6
BILLION PROJECT, PUBLICALLY FUNDED

NOW TO BE FAIR THERE ARE A FEW FACILITIES
THAT HAVE BEEN DONE WITH NO PUBLIC
MONEY ONE BEING MET LIFE STADIUM IN NEW
YORK WHICH HAS TWO NFL TEAMS AS TENANTS

AND THE NEW BARCLAY ARENA ALSO IN NEW
YORK WHERE THE BROOKLYN NETS PLAY AND
IN THE NEXT FEW YEARS, WHERE THE NEW
YORK ISLANDERS WILL PLAY.

YOUR WORSHIP THE POINT I AM TRYING TO
MAKE IS: PUBLIC FUNDING FOR PROFESSIONAL
SPORTING FACILITIES IS NOT AN ANOMALY BUT
RATHER THE NORM.

ANOTHER IMPORTANT ASPECT OF THE FUNDING
FOR THIS PROJECT IS THE FINANCIAL MODEL
THAT IS BEING USED.

WHAT YOU HAVE BEFORE YOU IS A FULL
COSTING MODEL BASED ON THE LIFE

EXPECTANCY OF THE FACILITY WHICH IS NOT
THE NORM.

ALL OF THE OTHER PROJECTS I JUST
MENTIONED WOULD BE FAR HIGHER IF THE
SAME FULL COSTING MODEL WERE USED.

IF THERE IS ONE AMENDMENT WE WOULD
RECOMMEND IT WOULD BE TO
RECOMMENDATION # 6. WE WOULD
ENCOURAGE YOU TO AMEND #6 TO STATE:

THAT THE ADMINISTRATION BE
INSTRUCTED TO NEGOTIATE AN
AGREEMENT WITH THE REGINA HOTEL
ASSOCIATION FOR A LONG TERM ANNUAL
SPONSORSHIP THAT WOULD REDUCE THE
REQUIREMENT FOR PROPERTY TAX
FUNDING AND REPORT BACK TO CITY
COUNCIL ON THE OUTCOME OF THOSE
NEGOTIATIONS.

THIS POTENTIAL PARTNERSHIP COULD CREATE
A KNOWN AND RELIABLE SOURCE OF FUNDING
FOR THE STADIUM WHILE REDUCING THE COST
TO TAX PAYERS.

THE FUNDING MODEL WITHIN THIS REPORT HAS
BEEN DISCUSSED FOR MONTHS. NOW IT IS THE
TIME TO MOVE FORWARD. I URGE YOU TO
SUPPORT THE RECOMMENDATIONS WITH THE
ONE NOTED AMENDMENT.

THANK YOU, IF I CAN ANSWER ANY QUESTIONS,
I WOULD BE HAPPY TO ANSWER THEM NOW.

Good evening your worship and members of Regina City Council. I am Wayne Morsky, Board of Directors member with the Saskatchewan Roughrider Football Club.

It is with great anticipation and excitement that we continue the work with our partners from the City of Regina and the provincial government to build a world-class stadium for the people in this province.

Mosaic Stadium is over 100 years old and has served its purpose well over the years, but it requires major renovations just to remain functional. At present, it lacks basic services such as hot water in some areas, food preparation facilities and elevators. It also lacks basic amenities found in any modern day stadium such as individual seats, adequate washrooms & concessions, proper change rooms, media areas, etc. The age of the stadium is such that major renovations and upgrading would be required to simply maintain the appearance, functionality and compliance with existing building codes.

In addition, a significant number of teams in the CFL have or will be moving in to new or significantly renovated facilities that will provide a much improved fan experience, and deliver the amenities to enhance the operation of the football team.

While we have always been extremely proud of our existing home at Mosaic Stadium, it has become clear that this stadium will not meet our needs or the expectations of our fans as we look towards the future. The recent upgrades made to Mosaic Stadium, funded by the Saskatchewan Roughriders, were made to give us the ability to properly host the Grey Cup this year and provide fans with the best amenities possible while the new stadium is built. These renovations also provided us with a number of valuable learning's as this project was delivered on time and on budget. We will draw upon this knowledge as we enter the next phase of planning for the new stadium.

Without question, this new stadium will only be made possible by the amazing support of Rider Nation. The \$278 million required for the stadium will be funded through the city, province and the Saskatchewan Roughrider Football Club. Along with the \$25 million investment from the Roughriders, the \$100 million loan from the province will be primarily repaid through a \$12 facility fee on games ensuring approximately 45% of the stadium funding comes from users of the facility, primarily the amazing Rider Nation fans.

The Riders will also fund approximately \$15 million worth of leasehold improvements for the club areas of the stadium over and above the capital costs.

Over the next 30 years, the Saskatchewan Roughriders will generate over \$2.85 billion in provincial economic development. Regular season team operations will generate over \$82 million each year. This \$82m per year in economic impact generates over \$14m in taxes each year, which equates to \$420m over the next 30 years. In addition, the 2013 Grey Cup is expected to generate over \$120 million in economic impact.

In addition to the 300,000 plus fans a year that enter the gates at Mosaic to watch the Roughriders play, the stadium is used by over 20 other local amateur sports and recreational groups annually. Along with amateur, high school, junior and university football, the stadium is used by a number of other sports ranging from soccer to field hockey.

Building a new stadium will give fans and user groups a world-class venue that features wider concourses, maximized sideline seating, easily accessible concessions, improved individual seating, more restrooms and an enhanced overall game-day experience.

While plenty of work remains on this project, we remain committed to this new stadium and look forward to seeing this dream become a reality.

Thank you for allowing me the time here and I would be happy to address any questions from council.

Good evening, Mayor and Council,

My name is Jim Elliott.

I wish to speak to you about stadium project funding and financing.

I believe this project will do the following to the City of Regina:

Reduced the resilience of this city to respond to change

Resilience is defined as the ability to recover quickly from illness, change, or misfortune; buoyancy or the property of a material that enables it to resume its original shape or position after being bent, stretched, or compressed; elasticity.

Cities and municipalities need to get ready, reduce risks and become resilient to disasters and unforeseen change. What this city is proposing at this time is increase risks and limit the capacity of this city to respond effectively and effortlessly to the unknown future. We are being asked to commit to a certain future when we cannot plan. Who predicted the recession of 2008? Who knew Hurricane Sandy was coming? By making the following assumptions in your planning for the future, the ability of this city to sustain itself is diminished.

1. Assumptions

- a. Ongoing attendance needs to be over 27,500 per game for 30 years. Is anyone in this room able to guarantee that will happen over the next 30 years? Some of us in this room are likely not going to be alive at that time. Will there even be a football team in 30 years? Are residents in the future going to be burdened with a cost that they will not be able to recoup through ticket sales?
- b. The pictures and parts of the stadium need to be there to justify the expenditures. If through the design stage, when costs will dictate changes to the current design, when is the stop point in these proceedings? What is the drop dead point? If we can't finance the current spectator roof and everything else, is it then time to go to renovations of the current Mosaic Stadium? How much money will be spent to find out that we can't afford the proposed stadium? Are you going to be in the same position as the Regina Library Board putting all of your plans in one design and then having to go back to the drawing board when we find out that we can't afford to proceed?

- c. If this project significantly constrains the capacity of the city to limit its capital spending, what are people willing to give up to continue the building of the stadium? Are we likely to have built the stadium and be forced into not fixing water & sewer, roads, recreation facilities? What is our bottom line? Are more streets not going to be repaired or replaced as quickly as today? The infrastructure deficit is already at \$2 Billion. Or are we going to be seeing double digit tax increases just to keep what we currently have in our budget? Are we indenturing the future generations living in this city without their approval or agreement? Imagine how much infrastructure could be replaced with \$200.4 Million dollars of spending. What capital projects need to be delayed? Is this going to jeopardize the City of Regina from replacing the sewage treatment plant, the Regina Public Library Central Branch or other major infrastructure?

Budget Increases more than 0.45% for Ten Years

We are shown in this year's budget that there is a 0.45% cost associated with the stadium. We were not told that there would be increases to that 0.45% increase in the first ten years of the funding proposal. We are now being told that this increase will have its own inflation so that the increase in future years will be higher than 0.45%. I refer you to the stadium calculator on the CBC website. We are now being told that there may be further increases in the city budgets for 30 years not just 10 and that the 0.45% per year is added on to the 0.45% from each previous year meaning that it will amount to a 4.5% increase over ten years. When will the increase due to the stadium overtake any increases in the overall budget caused by inflation or increased costs for all of the other services? Or are we going to see impacts on our services not just our capital expenditures by building this stadium?

Full cost Accounting for the Replacement of the Stadium

We are being told that we are now a good municipality because we are going to collect money over the next 30 years to replace the stadium when it becomes run down too much to continue.

This begs the question: If we have agreed to fund the replacement of the future stadium, why has previous City Councils not committed to properly fund the repair and maintenance of the Mosaic Stadium and why have you

not acknowledged publicly that you have produced the deteriorations found in the Mosaic Stadium?

Just imagine what the Mosaic Stadium would have been in 2013 if previous Councils would have committed to the same level of support for the past 30 years. I have heard that we are putting in some \$800,000 into the stadium in recent years. That is 10% of what we perhaps should have put in to the stadium? Would we have better washrooms? Would we have had elevators? Would we have had catering services, better seats?

Loss of Investment in Stadium

The new transfer of funds from the spectators through the facility fee from the stadium ticket holders to the repayment of the \$100 Million dollar loan eliminates a source of \$66 Million dollars from being invested into the stadium over the next 30 years. The current ticket holder was investing \$8 per game into a fund that was being reinvested in the stadium. Using the same estimates of attendance, that would amount to \$2.2 Million dollars per year or almost 3 times the amount this City Council was willing to invest. Instead of that being put to the maintenance and repair of Mosaic Stadium, that now will go going to pay off a loan from the government of Saskatchewan.

Increases in Cost of the Stadium

City Council should be aware of the always increasing inflation of construction costs. Over the past two years, this same anticipated inflation may have increased the cost of the proposed stadium by about 40.3 Million dollars using the lower of the 7 to 10 per cent inflation figures. When you have none of the partners in the project (the province of Saskatchewan, the Saskatchewan Roughriders and the City of Regina) not willing to cover off any increases above the \$278 Million cap, then there are only four options:

- Those signing the financing and building of the stadium must be willing to build at any costs or
- Decrease the costs of the project by an equivalent amount reducing the complexity or extent of the project or
- Forgoing any measure of profit margin within the pricing of the materials and labour or
- Not bidding in on the project

Other problems may arise before the contract is signed. What happens if less than three contractors qualify for the project? Does this force the City of Regina to go back to the drawing board or will they still push forward? Or does this increase the risks sufficient that this Council will reconsider their options?

A similar dilemma as above could arise if there are a number of significant weather, labour or material delays. If we have a very wet number of days, what will that delay create in the case of costs? If it is hard to find an adequate supply of labour, what will that do to the project or to other projects that may require equivalent skills? If the supply of some materials is delayed for some reason, how will that ripple through the project? My question is when will we have delays, not if? Will they happen during construction?

With these and other risks, I still believe this current project should be put on hold while a full up to date complete reassessment of the option to rejuvenate Mosaic Stadium should be completed. I believe it will be seen as more viable and appropriate for the City of Regina and the Saskatchewan Roughriders.

Respectfully submitted,

Jim Elliott

I Walked Home Crying

My name is Shane Kleisinger. I am a privileged person, a white male born into a middle-class family. I enjoy the same comforts afforded to most white males born into privilege. My experience as a design engineer working on high capital projects, gives me a qualified perspective of the Regina Revitalization Initiative-Stadium Project Funding and Financing. The stadium project proposal lacks on several levels, the most disturbing being its egregious absence of morality.

As I walked home from yoga on a cold, windy winter night, a First Nations man with a bad limp approached me; he was probably in his forties. I checked my pockets for change before he had the chance to ask; when he did, I responded that I didn't have any, but would be happy to take him to the food court in the mall. The man isn't allowed in the mall anymore. His wife, six months pregnant, is granted some time in the mall to warm herself and unborn child. I told the man "wait here, I will be right back. What do you want, a sub?" All he asked was I bring his wife a peperoni sub. "She won't eat anything else, she's picky", he told me. He looked me in the eyes, his eyes proud and desperate, with the look of a hungry man wanting to provide for his wife and unborn child.

When I returned with two, foot long subs and two colas, I could not find the man or his wife. A security guard, carrying himself with the typical macho swagger of a nightclub bouncer or rookie cop, was peering in windows with the obvious intention of sending someone on their way. I had noticed his oversized security truck with hazard lights flashing before I entered the mall.

I found the man a block away, waiting along the path on which I was originally bound. As I handed him his supper, he thanked me, calling me sir. When I asked if the security guard scared him away, he said, "Yes, he was probably looking for me." I asked where he and his wife sleep when it gets this cold. He told me he would probably try to spend as much time in the bank as possible, and his wife could spend some time in the mall, and then join him. When I asked if he was from Regina, he said, "Yes, I was sleeping at a friend's house until it burnt down last week. It was all over the news. Went right up in flames. Now I don't know what I'll do." He reached out to shake my hand, thanked me, again calling me sir.

I walked home crying that night.

I don't speak to you today on behalf of any group or organization. Nor am I attempting to speak to you on behalf of the kind, loving man and his pregnant wife I met on the street on that cold winter night. Rather, I speak in defense of their unborn child. A child who cannot speak to you here, today, who will most likely die inside that poor woman if she is not granted access to proper shelter, a child who may never get the chance to experience life. And why? Because we chose to build market rate housing to bolster our economy, because we chose to watch football in

the comforts of a roof-ready sports facility, because we didn't have the moral courage to step back a minute and consider what is right, and denounce what is wrong.

Please consider what I have shared with you today regarding the Regina Revitalization Initiative, and remember that, as the great theologian Reinhold Niebuhr stated, "man's capacity for justice makes democracy possible, but man's inclination to injustice makes democracy necessary."

"the Roughrider organization is expected to contribute \$25 million up front to the project an additional \$500,000 per year for 30 years."

If ~~the~~ US can't meet these targets,
 then ~~the~~ ~~US~~ ~~can't~~ be on the hook
 (~~the~~ ~~US~~ ~~can't~~ ~~be~~ ~~on~~ ~~the~~ ~~hook~~)

F an optimist," says Forgere. "I believe
 -tk, Riders will do what they're going
 do because they didn't pull a number
 out- of the air... let's take that off
 & table."

I'm frugal about how I look at budgets"

\$40 M ~~over~~

January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: RRI - Stadium Project Funding and Financing

**RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- JANUARY 16, 2013**

1. That the following Funding Model for the Stadium Project be approved:
 - a. A capital commitment of \$278.2 million for the stadium design, construction, land servicing, stadium planning, procurement and project management costs based on a design-build-finance procurement structure be financed from the following funding sources:
 - i. \$100 million City Debt – loan from the Province of Saskatchewan (Province).
 - ii. \$80 million contribution from the Province.
 - iii. \$67.4 million City Debt (as part of a \$100.4 million debt issuance).
 - iv. \$25 million contribution from the Saskatchewan Roughrider Football Club Inc. (SRFC).
 - v. \$3.3 million City land contribution.
 - vi. \$2.5 million General Fund Reserve transfer in 2012 (as previously approved by Council September 17, 2012).
 - b. The ability to pursue up to 30 year debt up to \$200.4 million be approved, in principle; representing the \$100 million loan from the Province for capital in 2013, \$67.4 million City Debt for capital and \$33 million City Debt for interim cash flow purposes by 2015. All debt issuances will require City Council approval through a Debt Borrowing Bylaw, and will be brought forward to Council at a future date. In addition, the financial model includes debt principal and interest payments that must be paid and recovered from revenue streams over 30 years.
 - c. A commitment to funding of up to \$188.8 million in ongoing 30 year maintenance costs for the stadium.
 - d. That the maintenance and the debt servicing costs be considered and funded through future budget proposals, over 30 years and funded through revenue sources, including but not limited to the collection of:
 - i. \$261.9 million in Property Taxes.
 - ii. \$100 million through SRFC Facility Fees.
 - iii. \$75 million from SaskSport lease agreement.
 - iv. \$33 million of Interim Debt Financing.
 - v. \$23.8 million from Mosaic Stadium cost avoidance savings.
 - vi. \$15 million in ongoing advertising and sponsorship revenue, and
 - vii. Interest earned on fund balances, based on City's average interest on investment earnings, to be applied annually.

- e. A commitment to implement a 0.45% mill rate increase each year for 10 years beginning 2013. A growth factor is to be applied annually. After the initial 10 year period, the mill rate will not increase, except for the growth factor, but will continue to be allocated to the Stadium Project. That the mill rate contemplated in this report be forwarded to City Council for consideration as part of the 2013 budget process.
 - f. That the \$200.4 million in debt being contemplated in this report be forwarded to City Council for consideration as part of the 2013 budget process.
2. That City Council authorize the Deputy City Manager & CFO to negotiate and approve the following agreements relating to the funding of the Stadium Project:
- a. a funding agreement with the Province of Saskatchewan relating to the contribution of \$80 million by the Province to the Stadium Project (Provincial Contribution Agreement); and
 - b. a funding agreement with the SRFC relating to the contribution of \$25 million by the SRFC to the Stadium Project (SRFC Contribution Agreement).
3. That City Council authorize the Deputy City Manager & CFO to:
- a. approve the offer to lease with the SRFC, as may be negotiated by REAL on behalf of the City, relating to the lease of the Stadium by the SRFC (SRFC Offer to Lease); and
 - b. approve the final form lease agreement with the SRFC (the SRFC Stadium Lease), as may be negotiated by REAL on behalf of the City, relating to the lease of the Stadium by the SRFC prior to the completion of construction of the Stadium, such lease to include the terms and conditions set forth in the SRFC Offer to Lease.
4. That the City Clerk be authorized to execute the following agreements after review and approval by the City Solicitor:
- a. the Provincial Contribution Agreement,
 - b. the SRFC Contribution Agreement, and
 - c. the SRFC Offer to Lease and SRFC Stadium Lease.
5. That the Administration continue the procurement process, including the issuance of the request for qualifications and development of the request for proposals and all site preparation and development, based on approved funding commitments and agreements identified within this report.
6. That Administration be directed to continue to pursue the implementation of a revenue stream from a hotel tax/fee, to be directed to the project beginning in 2016 in order to reduce future incremental property tax increases for the stadium funding.

EXECUTIVE COMMITTEE – JANUARY 16, 2013

The following addressed the Committee:

Mr. Chad Novak, representing the Saskatchewan Taxpayer's Advocacy Group; and
Ms. Lisa McIntyre, representing the Regina and District Chamber of Commerce

The Committee adopted a resolution to concur in the recommendation contained in the report.
Recommendation #7 does not require City Council approval.

Mayor Michael Fougere, Councillors: Sharron Bryce, Bryon Burnett, John Findura, Jerry Flegel, Shawn Fraser, Bob Hawkins, Terry Hincks, Wade Murray, Mike O'Donnell and Barbara Young were present during consideration of this report by the Executive Committee.

The Executive Committee, at its meeting held on January 16, 2013, considered the following report from the Administration:

RECOMMENDATION

1. That the following Funding Model for the Stadium Project be approved:
 - a. A capital commitment of \$278.2 million for the stadium design, construction, land servicing, stadium planning, procurement and project management costs based on a design-build-finance procurement structure be financed from the following funding sources:
 - i. \$100 million City Debt – loan from the Province of Saskatchewan (Province).
 - ii. \$80 million contribution from the Province.
 - iii. \$67.4 million City Debt (as part of a \$100.4 million debt issuance).
 - iv. \$25 million contribution from the Saskatchewan Roughrider Football Club Inc. (SRFC).
 - v. \$3.3 million City land contribution.
 - vi. \$2.5 million General Fund Reserve transfer in 2012 (as previously approved by Council September 17, 2012).
 - b. The ability to pursue up to 30 year debt up to \$200.4 million be approved, in principle; representing the \$100 million loan from the Province for capital in 2013, \$67.4 million City Debt for capital and \$33 million City Debt for interim cash flow purposes by 2015. All debt issuances will require City Council approval through a Debt Borrowing Bylaw, and will be brought forward to Council at a future date. In addition, the financial model includes debt principal and interest payments that must be paid and recovered from revenue streams over 30 years.
 - c. A commitment to funding of up to \$188.8 million in ongoing 30 year maintenance costs for the stadium.
 - d. That the maintenance and the debt servicing costs be considered and funded through future budget proposals, over 30 years and funded through revenue sources, including but not limited to the collection of:

- vii. \$261.9 million in Property Taxes.
 - viii. \$100 million through SRFC Facility Fees.
 - ix. \$75 million from SaskSport lease agreement.
 - x. \$33 million of Interim Debt Financing.
 - xi. \$23.8 million from Mosaic Stadium cost avoidance savings.
 - xii. \$15 million in ongoing advertising and sponsorship revenue, and
 - xiii. Interest earned on fund balances, based on City's average interest on investment earnings, to be applied annually.
 - e. A commitment to implement a 0.45% mill rate increase each year for 10 years beginning 2013. A growth factor is to be applied annually. After the initial 10 year period, the mill rate will not increase, except for the growth factor, but will continue to be allocated to the Stadium Project. That the mill rate contemplated in this report be forwarded to City Council for consideration as part of the 2013 budget process.
 - f. That the \$200.4 million in debt being contemplated in this report be forwarded to City Council for consideration as part of the 2013 budget process.
2. That City Council authorize the Deputy City Manager & CFO to negotiate and approve the following agreements relating to the funding of the Stadium Project:
- a. a funding agreement with the Province of Saskatchewan relating to the contribution of \$80 million by the Province to the Stadium Project (Provincial Contribution Agreement); and
 - b. a funding agreement with the SRFC relating to the contribution of \$25 million by the SRFC to the Stadium Project (SRFC Contribution Agreement).
3. That City Council authorize the Deputy City Manager & CFO to:
- a. approve the offer to lease with the SRFC, as may be negotiated by REAL on behalf of the City, relating to the lease of the Stadium by the SRFC (SRFC Offer to Lease); and
 - b. approve the final form lease agreement with the SRFC (the SRFC Stadium Lease), as may be negotiated by REAL on behalf of the City, relating to the lease of the Stadium by the SRFC prior to the completion of construction of the Stadium, such lease to include the terms and conditions set forth in the SRFC Offer to Lease.
4. That the City Clerk be authorized to execute the following agreements after review and approval by the City Solicitor:
- a. the Provincial Contribution Agreement,
 - b. the SRFC Contribution Agreement, and
 - c. the SRFC Offer to Lease and SRFC Stadium Lease.
5. That the Administration continue the procurement process, including the issuance of the request for qualifications and development of the request for proposals and all site preparation and development, based on approved funding commitments and agreements identified within this report.

6. That Administration be directed to continue to pursue the implementation of a revenue stream from a hotel tax/fee, to be directed to the project beginning in 2016 in order to reduce future incremental property tax increases for the stadium funding.
7. That this report be forwarded to the January 28, 2013 meeting of City Council for approval.

CONCLUSION

A Stadium Project Financial Plan has been prepared that summarizes the financial requirements of the City (see Appendix A). The draft funding agreements are being finalized for approval with both the Province of Saskatchewan (Province) and Saskatchewan Roughrider Football Club (SRFC).

The financial cash flow required for the new stadium, includes \$278.2 million in initial capital, and \$522.4 million in ongoing expenditures to fund maintenance and debt servicing over a 30 year financial model.

To fund the initial capital cost and future maintenance and financing costs, the 30 year financial model considers several revenue streams. The revenue model includes a contribution from the Province of \$80 million and a loan from the Province of \$100 million, as well as a SRFC capital contribution of \$25 million, for a total of \$205 million. The City has already committed \$2.5 million from the General Fund Reserve, and will contribute the land at Evraz Place on an in-kind basis to the Stadium Project. For the remaining \$67.4 million, the model includes the issuance of new City debt. The City also requires interim debt of \$33 million for a minimum of 20 years to maintain a positive net cash flow position, until such time that the annualized external revenue streams compound to sustain a positive cash flow balance.

The model proposes new revenue streams:

- 1) A new facility fee of \$12.00 per SRFC game ticket; this revenue will flow to the City to repay the provincial loan.
- 2) A SaskSport lease of space in the new stadium of \$2.5 million per year over 30 years.
- 3) In order to support the repayment of debt and ongoing maintenance costs, it has been assumed the City would implement a property tax increase of 0.45% for each of 10 years starting in 2013. After the initial 10 year period, the mill rate will not increase but will continue to be earmarked to the Stadium Project. Currently hotel tax revenues are not included, but could be pursued to reduce the requirements for a general property tax increase.

In addition to the revenue noted, interest earned, advertising/sponsorships and Mosaic Stadium cost avoidance savings will be redirected to fund the new stadium.

BACKGROUND

The Regina Revitalization Initiative was formally initiated by City Council May 30, 2011. 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.

One of the focuses of the RRI project is to replace Mosaic Stadium. Research conducted initially resulted in a Design Build Finance Maintain (DBFM) P3 model as the recommended approach. On December 19, 2011, Council approved that the Administration pursue the development of a process/plan to establish a P3 procurement to construct and operate the replacement for Mosaic Stadium, with the final plan to be provided to City Council for final consideration.

To support the procurement process RFP's have been awarded: ZW Group of Companies/PC Sports as the Project Manager, Mott MacDonald/Pattern Design/P3 Architecture as Owner's Engineer and Architectural Advisor, Deloitte LLP as Financial Business Advisor and P1 Consulting as Fairness Advisor to support the procurement decision making and process.

In April 2012, the City pursued provincial funding of \$230 million, of which \$208.8 million was specifically related to the stadium and site preparation. In June 2012, the Province announced their funding offer of an \$80 million contribution and a \$100 million loan. With a different funding arrangement identified by the Province, the City has since been pursuing alternative funding options.

As the City pursued alternative funding, the City continued with the stadium strategic assessment, risk analysis and value for money reviews. The result of the reviews shifted the P3 procurement model from DBFM to Design Build Finance (DBF). The basis for the shift in the funding model was that there were synergies which could be gained in the operating and maintenance if it were to be performed under one provider, which is planned to be the Regina Exhibition Association Limited (REAL) in the DBF model.

Council approved the DBF funding model stadium September 17, 2012, and further approved \$2.5 million from the General Fund Reserve to fund the procurement process for the development of the RFQ and RFP.

DISCUSSION

As the Stadium Project planning reaches a conclusion, several future decisions of City Council will be required, including approval of the Concept Design, the RFQ Evaluation Criteria, as well as the Funding Agreements and related financial commitments. This report is intended to provide a summary of the current financial plan and related commitments that City Council will be requested to approve.

Future Approvals

As the financial aspects of the project involve significant decisions for City Council, it is important that all aspects of the financial requirements are understood. The summarized financial model is as follows:

Expenditure	Expense Amount (in millions \$)	Funding Source	Funding Amount (in millions \$)
Capital Cost		Capital Funding	
Capital – Stadium	250.0	Provincial Grant	80.0
Capital – Site Preparation	28.2	Provincial Loan	100.0
		SRFC	25.0
		City Land Contribution	3.3
		City Cash	2.5
		City Loan	67.4
Total Capital Cost	278.2	Total Capital Funding Sources	278.2

Maintenance & Debt Servicing Costs		Maintenance & Debt Servicing Funding	
Maintenance	188.8	SRFC Facility Fee	100.0
Provincial Loan – Principal Payments	100.0	SaskSport Lease Agreement	75.0
Provincial Loan - Interest Payments	63.1	Property Tax	261.9
City Capital Debt Principal Payments	67.4	Interim Debt	33.0
		Mosaic Cost Avoidance	23.8
City Debt – Interest Payments	49.5	Advertising/Sponsorships	15.0
City Interim Debt Financing Principal and Interest Payments	53.6	Interest Earned	13.7
Total Maintenance & Debt Servicing Costs	522.4	Total Maintenance & Debt Servicing Funding Sources	522.4

Financial Plan

A Stadium Project Financial Plan has been prepared that summarizes the overall financial requirements of the City (see Appendix A).

Cost Estimates

Mott MacDonald/Pattern Design/P3 Architecture were engaged as the Owner's Engineer and Architectural Advisory services to develop a procurement process and provide a conceptual stadium design with overall project timelines. The conceptual planning process began the week of June 11, 2012. The resulting preliminary conceptual design based on affordability concludes a spectator roof stadium at a cap estimate of \$250 million (inclusive of soft and hard costs such as planning design, construction, inflation, escalation and furniture, fixtures and equipment) plus \$28.2 million for site preparation (inclusive of land, planning, designing, demolition costs and land servicing costs). Stadium conceptual reports will be brought back to Council under a separate report. To provide a reasonability check on the cost of construction, an independent cost consultant has been contracted to review and prepare a supplementary cost estimate of the conceptual plan. Any variance from the cap budget will be reviewed and mitigated through concept re-evaluations.

Deloitte assisted the City in the affordability analysis. Using the affordability cap, cost estimates from the Owner's Engineer and estimates on risk transfer and payment mechanism, a financial model was created with a summary of the costs below.

The financial model and the cost estimates will cap capital (stadium and land servicing) costs to an overall budget of \$278.2 million.

Initial Expenditures	Amount (in millions)
Capital (inclusive of site preparation and stadium soft costs such as consultants, and construction costs plus inflationary factor, furniture, equipment and fixtures)	\$278.2

Ongoing Expenditures (30 years)	Amount (in millions)
Maintenance	\$188.8
Debt Repayment	333.6
	\$522.4

Funding and Lease Arrangements

As part of the financial model proposed, the City will be entering into funding/contribution agreements with each of the Province and the SRFC. Also, REAL, on behalf of the City as the operator of the Stadium, has been working with the SRFC towards establishing the key terms and conditions upon which the SRFC will lease the Stadium. These agreements are accounted for in the proposed financial model and are summarized as follows:

- a. Provincial Contribution Agreement - The Provincial Contribution Agreement contemplates an \$80 million contribution by the Province to the Stadium Project. The general terms of the agreement were approved by Cabinet when the MOU was negotiated and the draft funding agreement appended to report is consistent with the MOU. The Province is in the final approval phase to sign the Provincial Contribution Agreement and the City has been advised that this process is underway. A draft of the Provincial Contribution Agreement is attached as Appendix B.
- b. SRFC Contribution Agreement - This agreement was approved by the SRFC Board of Directors and contemplates a \$25 million contribution by the SRFC to the Stadium Project. A draft of the SRFC Contribution Agreement is attached as Appendix C.
- c. SRFC Offer to Lease - This agreement was approved by the SRFC Board of Directors and contemplates the general terms and conditions that will be included within the final form lease agreement that will be entered into with the SRFC wherein the SRFC will lease the Stadium over a 30 year term. A draft of the SRFC Offer to Lease is attached as Appendix D.
- d. SRFC Stadium Lease - The City, through its operator REAL, will negotiate a final form lease agreement closer to the completion of the construction of the Stadium. This lease agreement will be based upon the general terms and conditions that are outlined in the SRFC Offer to Lease.

The Administration recommends that the Deputy City Manager and CFO be authorized to finalize the terms and conditions of each of the Provincial Contribution Agreement, the SRFC Contribution Agreement, the SRFC Offer to Lease and the SRFC Stadium Lease.

Financial Funding Options

A P3 DBF model was used to develop a 30 year cash flow analysis. In the DBF model, capital construction costs are paid to the successful proponent based on significant holdback provisions.

The City will have only \$205 million of the cash before construction completion; therefore, the City will require City debt for its portion of the capital and interim financing and to pay back the Provincial Government loan over up to 30 years. As the maintenance is not part of the DBF model, maintenance is assumed to be paid over a 30 year period; therefore, cash flows have been presented to reflect the annualized payments over the 30 year term. While other benefits accrue from a P3 approach, such as innovation and risk transfer, these benefits are not easily represented in a standard cash flow analysis.

The capital cost for the new stadium, inclusive of land and land servicing, is \$278.2 million. The financial model cash flow projects an \$80 million contribution from the Province over four years, plus a \$100 million loan from the Province and \$25 million from the SRFC. The remaining \$73.2 million will be provided through City debt and allocation of municipal revenue streams.

Over the course of the 30 year life cycle of the stadium, the City will be contributing an estimated amount of \$405.6 million, which includes interest payable on the up to 30 year financing arrangements. Maintenance costs of \$188.8 million are estimated at 1.75% of construction and indexed by inflation compounded over 30 years and inclusive of a \$4.4 million financial model net positive cash flow assumed as maintenance in the last year of the financial model.

The City plans on generating 30 years of revenue through the following revenue streams:

Capital Funding Source	Funding Amount (in millions)
Provincial Grant	\$80.0
Provincial Loan	100.0
Saskatchewan Roughrider Football Club	25.0
*City – Debt	67.4
*City – Land Contribution	3.3
*City – Cash	2.5
Total Capital Investment	\$278.2

Maintenance & Debt Servicing Funding Source (30 year term)	Funding Amount (in millions)
*Property Tax (for maintenance, capital & interim debt repayments of principal and interest)	\$261.9
SRFC Facility Fee	100.0
SaskSport Amateur Sport Space Lease	75.0
*Interim Debt Financing	33.0
*Mosaic Cost Avoidance	23.8
Advertising/Sponsorships	15.0
*Interest Earned	13.7
Total Maintenance & Debt Servicing	\$522.4

**Note: Municipal contributions total \$405.6 million.*

Municipal revenue streams include:

Property Tax:

- Incremental Mill Rate – 0.45% property tax mill rate increase for 10 consecutive years beginning in 2013, plus an annual growth of property expectation of 2%. After the initial ten-year period, the mill rate will not increase, except for annual growth of 2%, but will continue to be allocated to the Stadium Project.

New Revenue

- SRFC Facility Fee - \$12.00 facility fee per game ticket
- Advertising/Sponsorship – assumed \$0.5 million annually beginning in 2017
- SaskSport Lease Agreement with \$2.5 million annual payments

Redirection of revenue from City operations:

- Interest on fund balance and Mosaic Stadium cost avoidance savings will be redirected to fund the new stadium
- General Fund Reserve \$2.5 million required in 2012, as approved September 17, 2012 by Council, to fund project start-up costs.

A hotel tax, sometimes referred to as a destination fee, accommodation tax or occupancy tax, has been contemplated by the City as part of the funding plan, as there is a link between the events and entertainment at the new stadium and non-residents that will come to Regina to attend these events. Current Provincial legislation does not allow the City to impose a hotel tax. Due to this uncertainty, the Stadium Financial Model does not include funding from a hotel tax.

Based on direction from City Council, in absence of the Provincial legislation, the City will continue to pursue a hotel tax with the Province. If a hotel tax was implemented in 2016, the table below shows the corresponding reduced ten-year incremental mill rate:

Hotel Tax Rate	10-year Incremental Mill Rate Required
0%	0.450%
1%	0.403%
2%	0.355%
3%	0.316%

REAL will act as the property manager for the City and manage the operational matters of the stadium. The operational projections assume a break-even scenario between its operational revenues and expenditures. REAL will also maintain the stadium based on the assumed 1.75% maintenance cost of construction over 30 years. The formal agreement between the City and REAL will be finalized before the opening of the new stadium.

In the financial model, the following assumptions are made:

- 1) Council approves 0.45% property tax mill rate increase for 10 consecutive years starting 2013, plus cumulative growth of 2% annually. After the initial 10 year period, mill rate will not increase, except for annual growth rate of 2%, but will continue to be allocated to the Stadium Project. Currently a 1% mill rate increase equates to \$1.59 million in annual revenues.
- 2) Facility Fee of \$12.00 per game ticket revenue earned by SRFC and submitted to the City in lieu of loan payment.
- 3) Sponsorship and/or naming rights of \$500,000 annually is earned by the City.

- 4) SaskSport 30 year lease agreement for access to the stadium for an annual amount of \$2.5 million.
- 5) Inflationary expense rate of 2.2% annually over 30 years.
- 6) Interest is assumed based on best estimates, for debt interest is assumed to be 3.5% for 2013 and up to 4% by 2015, whereas interest earned on unspent cash flows is modeled at a nominal 3.5% on fund balances.

If any of these assumptions change or do not come to realization, contingent revenue options will be required, inclusive of additional mill rate increases or other revenue alternatives.

Risks and Constraints

As mentioned in the Financial Plan, every capital project has risks and constraints, and the Stadium Project is no exception. The major risks and constraints are identified below:

- 1) As part of the MOU, the City is managing the procurement process, but has assumed all risk of capital cost overruns on the project. While cost reductions would typically be achieved through design modifications, there is also a risk that the funding partner's objectives may not be fully achieved within the facility.
- 2) A facility fee of \$12.00 per game ticket revenue will be earned by the SRFC and submitted to the City in lieu of loan payment. It is assumed this equates to \$3.3 million annual revenue. If Saskatchewan Roughrider game attendance does not meet expectations this will impact the financial model.
- 3) SRFC have agreed to a \$25 million capital contribution to be received by the City, 50% in each of the years 2016 and 2017. If SRFC is unable to achieve this revenue target the financial model will be impacted.
- 4) The additional City debt identified in this financial plan could constrain the City's ability to borrow for other major capital projects, based on the current borrowing limit of \$350 million.
- 5) Interest rates are currently favorably low; however, if the market changes, a 0.5% increase in interest rate on a debt of \$100 million, over 30 years has a \$10 million additional expense affect on the financial model.
- 6) Maintenance costs have been assumed at 1.75% per year. However, the design and construction of the stadium could result in maintenance requirements that are higher than this rate, which is based on industry standard ranges.
- 7) While the financial plan and arrangements between REAL and SRFC show REAL being able to achieve a break-even financial plan for the stadium, any variance to this projection could result in a requirement for City funding to support the stadium operations.

Next Steps

Once Council has approved the funding model the next steps are as follows:

- 1) Request for Qualifications (RFQ)
 - a. Council approval of RFQ evaluation criteria and scoring system
 - b. Obtain Necessary Approvals to proceed with release of RFQ
 - c. Release RFQ in January 2013
 - d. Identify Preferred Proponent Shortlist that will be invited to submit a proposal to provide Design, Build and Financing (DBF) services in May 2013.

- 2) February 2013 Council approval of budgetary funding requirements for debt and mill rate to continue with Stadium procurement obligations.
- 3) Request for Proposal (RFP) Preparation including:
 - a. Draft Project Specific Output Specifications (PSOS) and Project Agreement(s)
 - b. Develop evaluation criteria and scoring system
 - c. Establish Technical & Financial Review Teams
 - d. Obtain Necessary Approvals to proceed with release of RFP
 - e. Publically release RFP in July 2013
- 4) December 2013 - Evaluate RFP Submissions
- 5) January 2014 - Select Preferred Proponent
- 6) January 2014 - Obtain Necessary Approvals to award DBF contract
- 7) March 2014 - Final Negotiation - Commercial & Financial Close
- 8) Early 2014 - Start Construction for completion in early 2017

RECOMMENDATION IMPLICATIONS

Financial Implications

The first five years of the financial plan, beginning 2012, has a substantial financial impact on the City. A \$2.5 million General Fund Reserve contribution was required in 2012 to fund project management and consulting costs. The Provincial contribution assists the City with its early year cash flows. However debt is required as early as 2013 and again by 2015 to manage cash out flows for construction progress payments.

The City will have a major debt implication borrowing up to \$200.4 million by 2015 for this project. The debt decision could impact other capital infrastructure projects such as the Waste Water Treatment Plant and other capital projects that are currently unfunded, such as the North Central Shared Facility, Municipal Justice Building, major facilities, roadway and bridge projects.

Repayment of debt principal and interest, depending on the date of debt issue, could be as early as 2013. As such, a consecutive ten year property tax mill rate increase of 0.45% starting in 2013 will be required to maintain future financing and maintenance payments. In addition, a cumulative annual growth rate of 2% is assumed on the property tax revenue accumulated annually. Interest earnings will accrue on any unspent stadium funding and be allocated to the stadium project.

As noted, if any of assumptions in the financial model change or do not come to realization, contingent revenue options will be required, inclusive of additional mill rate increases or other revenue alternatives.

Key assumptions used in the DBF model:

- Capital is based on an upset limit of \$278.2 million.
- Maintenance is based on 1.75% of construction costs per annum equal to \$188.8 million over a 30 year period, includes the financial model surplus of \$4.4 million and is attributed to maintenance costs in the last year of the model.
- Mill rate increase is estimated at 0.45% for 10 consecutive years.
- City debt of \$100.4 million (\$67.4 million for capital and \$33 million for interim financing) will be required to cash flow the project in addition to the Provincial loan of \$100 million.

The timing of the actual cash outflows for the capital, debt and maintenance commitments will be dependent on the final contracts with the preferred DBF proponent, and REAL as the maintenance provider, as well as future debt bylaws.

The 30 year capital commitment is \$278.2 million and the financing and maintenance commitment equates to \$522.4 million in the procurement financial model. The revenue funding split is \$180 million from the Provincial contribution and loan, \$75 million from SaskSport, \$140 million from the SRFC and the remaining \$405.6 million in funding from various City revenue streams.

As of December 31, 2012 the outstanding City debt will be \$82 million, and with no new debt would be approximately \$51 million by 2017. The debt for this project could be as high as \$200 million, with \$100 million not expected to impact the City's debt limit. Debt from the Utility Program including the Waste Water Treatment Plant could be as high as \$150 million. In addition the City has previously committed \$38 million in debt, from the 2010 to 2012 budgets, that may be issued in the future. Based on all the debt commitments noted being issued, and assuming \$100 million exclusion, the City's total debt be \$338 million in 2017. Currently the City's debt limit approval from Saskatchewan Municipal Board (SMB) is \$350 million. The City is not allowed to exceed its approved debt limit approval from SMB. Further application to SMB is required to increase the debt limit, or receive a debt exemption, before any debt beyond the limit is approved.

Environmental Implications

None related to this report.

Strategic Implications

Having a funding model in place helps ensure the project can be paid for and the goals of the project can be met, including the long-term asset management requirements.

Substantial debt will be required in order to finance the project. The allocation of City debt to this project could constrain the City's ability to borrow for other major capital projects based on current borrowing limits and where existing debt is currently committed. Debt from this project and other projects will need to be strategically managed over the next few years.

The Stadium Project is the first step in completing the overall RRI plan. The next phases would include the Railyard Renewal Project and the Taylor Field Neighbourhood Project.

Other Implications

The SaskSport requirements have not yet been defined by the Province. As a result the SaskSport lease terms related to receiving the \$2.5 million annual revenue are not known. There is a risk that the Province could require building changes that could impact the construction cost or otherwise complicate the project.

Accessibility Implications

None related to this report.

COMMUNICATIONS

The RRI website ReginaRevitalization.ca was launched on September 19th to house and share information relating to the Stadium Project. The most current citizen survey data (November 2013) indicates that only about a third of Regina residents have heard about the RRI website.

Reginarevitalization.ca will be updated as required. Communications will notify Facebook and Twitter followers that new information has been posted to the RRI site. A four week online advertising campaign will launch on approval by Council. The purpose of the campaign is to drive traffic to the RRI site to learn more about the project, the concept plan and funding for the stadium portion of the project.

DELEGATED AUTHORITY

This report requires City Council approval.

Respectfully submitted,

EXECUTIVE COMMITTEE



Joni Swidnicki, Secretary



The Regina Revitalization Initiative

Stadium Project Financial Plan

January 16, 2013

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1.0 Executive Summary

The first phase of the Regina Revitalization Initiative (RRI) is to replace the current Mosaic Stadium with a new facility and capitalize on the opportunity to leverage the investment toward significant inner-city growth and revitalization. In consideration of the City of Regina's (City) long-term sustainable financial plan, the City has prepared a Stadium Financial Plan covering the initial capital costs of the stadium, as well as the ongoing maintenance and financial debt obligations.

The financial plan has been developed around a capital expenditure cap of \$278.2 million. The financial funding plan is constantly evolving and adjusted with better and more accurate information as facts are known during the planning stages of the RRI stadium project. Based on the market sounding research, a Design Build Finance Maintain (DBFM) model was initially proposed. Further into the strategic assessment and value for money analysis, the model shifted to a Design Build Finance (DBF) model – with a 6 month hold back. The benefit of the holdback is to ensure the City has a tool to better enforce elements of the construction contract and limit its risk. The shift in the models was mainly due to synergies gained in performing the operations and maintenance under one provider - Regina Exhibition Association Limited (REAL) in the DBF model.

The City considered various alternative revenue options as mentioned in this financial plan. The limited City-controlled revenues sources resulted in the following proposed expenditure and revenue requirements in the financial model.

Expenditure	Expense Amount (in millions \$)		Funding Source	Funding Amount (in millions \$)
Capital Cost			Capital Funding	
Capital – Stadium	250.0		Provincial Grant	80.0
Capital – Site Preparation	28.2		Provincial Loan	100.0
			SRFC	25.0
			City Land Contribution	3.3
			City Cash	2.5
			City Loan	67.4
Total Capital Cost	278.2		Total Capital Funding Sources	278.2

Maintenance & Debt Servicing Costs			Maintenance & Debt Servicing Funding	
Maintenance	188.8		SRFC Facility Fee	100.0
Provincial Loan – Principal Payments	100.0		SaskSport Lease Agreement	75.0
Provincial Loan - Interest Payments	63.1		Property Tax	261.9
City Capital Debt Principal Payments	67.4		Interim Debt	33.0
			Mosaic Cost Avoidance	23.8
City Debt – Interest Payments	49.5		Advertising/Sponsorships	15.0
City Interim Debt Financing Principal and Interest Payments	53.6		Interest Earned	13.7
Total Maintenance & Debt Servicing Costs	522.4		Total Maintenance & Debt Servicing Funding Sources	522.4

The financial model is based on known facts or understood concepts, but also on assumptions including interest rates and timing of milestone construction payments that represent current best estimates. Any changes to the assumptions will have an effect on the outcome of the financial model. These uncertainties will be mitigated through prudent management of the project and maintaining a net positive cash flow. All interest costs related to the stadium project are included and funded through the debt obligation revenue stream, and will be paid by the City over 20-30 years.

The financial model assumes an earmarking of an annual increment to property taxes in the amount of 0.45% per year for 10 consecutive years. After the initial 10 year period, property taxes will continue to be earmarked to the Stadium Project but not on an incremental basis. While a hotel tax is still considered a viable option to pursue, the financial plan objectives can be achieved without this revenue source and Council will need to decide whether the pursuit of this revenue source is required to reduce the incremental property tax increases.

Not only did the City consider the financial implications to the City itself in its financial plan; but also considered the impacts and synergies with its major tenant and collaborative partners being Saskatchewan Roughrider Football Club (SRFC), REAL and the Province of Saskatchewan. Agreements as described within this report with the SRFC, REAL and the Province are being finalized and approved by the parties.

Substantial debt (\$200 million) will be required in order to finance the Stadium Project. The allocation of City debt to this project could constrain the City's ability to borrow for other major capital projects. Debt from this project and other projects will need to be strategically managed over the next few years, and it is currently expected that \$100 million of this debt will not be subject to the current \$350 million debt limit.

2.0 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 Canadian Pacific (CP) and current Mosaic Stadium lands and a shared understanding of the outcomes of the project. This vision would include new residential, commercial and retail development, as well as a new stadium to replace Mosaic Stadium.

On June 17, 2011, a formal business unit was created within the City Manager's office. Internal staff had been seconded to support the project and an internal Steering Committee had 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. The Mayor and Councillors provided feedback to the consultants about the underlying principles for the project and their concept of sustainability. City Council approved the Vision and Guiding Principles on August 22, 2011.

One of the focuses of the RRI project was to replace Mosaic Stadium in order for a new neighbourhood to be developed on this site. In the fall of 2011, a Market Sounding process was initiated through a consultant to assess the best delivery model that could be used to construct and operate a new stadium, and determine the interest in and feasibility of a P3 procurement process. The research resulted in a Design Build Finance Maintain (DBFM) P3 model as the best alternative approach. On December 19, 2011, Council approved Administration to pursue the development of a process to establish a DBFM P3 procurement approach to construct and operate the replacement for Mosaic Stadium, with the final plan to be provided to City Council for final consideration.

In preparation for P3 procurement, on March 26, 2012, Council approved changes to the Regina Administration Bylaw 2003-69 to include Public Private Partnerships as an alternative procurement tool to the traditional procurement method. To support the P3 procurement decision-making and process, several RFP's were awarded: ZW Group of Companies/ PC Sports as the Project Manager, Mott MacDonald/Pattern Design/ P3 Architects as Owner's Engineer and Architectural Advisor, BTY as Cost Consultant, Deloitte & Touche LLP as Financial Business Advisor, Torys LLP as Legal Advisor and P1 Consulting as the Fairness Advisor.

In April, 2012, the City pursued provincial funding of \$230 million, of which \$208.8 million was specifically related to the stadium and site preparation. In June, 2012, the Province announced their funding offer of an \$80 million Provincial Grant and a \$100 million Provincial Loan. With a different arrangement identified for provincial funding, the City has since been finalizing its financial plan and funding options. As the CP land negotiations developed, the land parcel purchased was smaller than the original expectations, thus moving the Stadium Project to the Evraz Place lands location.

As the City pursued alternative funding, the City continued with the stadium strategic assessment, risk analysis and value for money reviews. The result of the reviews shifted the P3 procurement model from DBFM to Design Build Finance (DBF). The basis for the shift in the funding model was the synergies gained in the operating and maintenance to be performed under one provider (REAL) in the DBF model, as the value for money difference between DBFM and DBF was minimal. Council approved the DBF funding model September 17, 2012, and further approved \$2.5 million from the General Fund Reserve to begin funding the procurement process for the development of the RFQ and RFP.

Based on the evaluation performed, it is expected that the DBF model will deliver the procurement objectives as follows.

KEY OBJECTIVES MET – DESIGN, BUILD, FINANCE model	
Achieve value for taxpayers	✓
Reduce risks during design and construction	✓
Accelerate project completion	✓
Improve on-time delivery	✓
Reduce exposure to cost overruns during construction	✓
Allow private sector innovation in design and construction	✓
Incorporate private sector financing	✓

A Stadium Funding Committee was created to govern the external capital funding commitments of the Stadium Project and will continue its governance until substantial completion of the construction of the stadium. The Stadium Oversight Committee will be initiated, after substantial completion of the stadium, to oversee the ongoing status of stadium operations and finances.

3.0 Financing Options

The City must not only consider the initial capital outlay of \$278.2M for the planning, design and construction of the stadium, but also consider the long-term operational and maintenance sustainability of the stadium over its 30 year life cycle, as well as financing costs. The City considered multiple funding options within its internal financing abilities, while also reviewing longer term external financing options, and additional revenue opportunities.

3.1 Internal Financing Options

Within the City, internal financing options are generally available to finance smaller amounts over a shorter period of time. As these sources of financing normally reflect existing cash flows, they do not generally require a future funding stream to repay them.

In-Kind Contributions

The City can make an in-kind contribution of \$3.3 million for the land at Evraz Place; where the new stadium is to be constructed. This has no direct financial cost to the City.

City Reserves

City Council has approved \$2.5 million from the General Fund Reserve for the start-up procurement costs associated to the planning and concept design of the stadium.

Reserve Borrowing

Internal City reserve borrowing was contemplated; however, the City's current reserve status has limited funding that is not already allocated for specific purposes. The only significant reserve that could be further drawn down is the General Fund Reserve; however, the reserve is currently forecasted to be near its minimum balance. Currently, the General Fund Reserve has no mechanism in place to replenish allocated funds once they have been taken out of this reserve.

Redirection of Internal Funding

Once a new stadium has been constructed, there will be cost avoidance savings from the old Mosaic Stadium of about \$0.8 million per year. These saving will be internally redirected to fund future costs at the new stadium. Also, as there may be a minimal fund balance year over year between borrowed funds and expended funds, any future interest earned on these fund balances will remain within the stadium project to fund future expenditures.

3.2 External Financing Options

External financing options are generally utilized to finance large amounts over a longer period of time or to meet interim cash requirements. These sources of financing provide immediate cash; however, they require a future stream of funding to repay them over the long term. There is a range of external financing options that were considered by the City.

General Debenture Issue

In the current Stadium Financial Model, the City is contemplating a serial debenture. The debenture would be placed in the open market by fiscal agents, where the interest rate would be determined based on the City's credit rating and marketability. The principal and interest payments would be paid annually on a pre-determined schedule, anticipated over 30 years to fund the City's capital and interim financing requirements. Principal and interest payments spread over 30 years would have a reasonable life cycle cost (LCC) match to the asset.

Upon approval of the Stadium Financial Model by Council, the City would undertake the preparation of a serial debenture. Any debt issued by the City requires Council approval and a Debt Bylaw which also requires public notice and Council approval. As detailed further in this plan, the City is currently assuming a \$100 million serial debenture issue in 2015.

The City has also reviewed the option of a bullet debenture. A bullet debenture would require interest payments on a scheduled basis with the principal portion only being paid at the end of the term. The bullet debenture however, would not match principal payments to the life cycle cost of the asset, and therefore the serial bond was identified as the preferred approach.

Debenture/Loan from the Province through Municipal Financing Corporation

Similar to a debenture from the general market, and instead of borrowing debt through the open market, the Province has agreed to provide a \$100 million loan to the City. The final terms of the loan have yet to be determined; however the term and interest rate would be favourable in that the Provincial credit rating is AAA+ where as the City credit rating is AA+. In essence the borrowing rate would be favourable to borrow through the Province's Municipal Financing Corporation at a reduced interest rate. Any debt issued by the City requires Council approval and a Debt Bylaw which also requires public notice and Council approval.

Revenue Bond

Revenue bonds are generally tied to a particular asset and/or revenue stream. The financing for a project is provided up-front and the revenue streams from the project are committed to repay the borrowing over time. Based on the initial feasibility study and subsequent pro-forma analysis, revenue streams from the facility would not be sufficient to support the repayment of a debt issue, unless alternative revenue streams could be accessed. Therefore, revenue bonds were not considered further in this plan.

Community Debenture

A community debenture, in its simplest form, is simply another method of issuing debt. The community at large may be willing to buy a community debenture issue, as it can be marketed towards supporting the stadium project. However administrative capacity would be needed to establish the market and administer the debt, which can reduce the proceeds directly to the project. The challenge with a community debenture issue is that it is limited by the ability of the community to invest in the program. The total savings within the community provide the funding for the uptake of a community debenture issue. In addition, there are no tax savings on earnings from community debentures, therefore would be less marketable than a tax deductible investment. More analysis could be done on a community debenture, possibly a market sounding analysis; however, at this point in time, a general debenture issue is expected to be more cost and time efficient, and therefore the City has not pursued this option further.

Public-Private Partnerships

Public-Private Partnerships (“P3s”) are an alternative approach to acquiring and operating capital projects. P3 delivery entails combining two or more of the project stages into a single bundle, and utilizing a single private sector bidder to deliver the bundle. In addition, the private sector may finance some or all of the capital cost, rather than the City issuing debt. P3s are generally long term arrangements, incorporating not just the initial construction of a facility, but its ongoing maintenance and/or operations and/or service to the public, depending on the nature of the project. Some of the common P3 models (with increasing levels of private-sector commitment and risk) are as follows:

- Design-build-maintain (DBM);
- Design-build-operate (DBO);
- Design-build-finance (DBF);
- Design-build-finance-maintain (DBFM);
- Design-build-finance-operate (DBFO); and
- Design-build-finance-maintain-operate (DBFMO).

The City performed market research in 2011, which resulted in market interest in a P3 procurement arrangement. Multiple models were researched with perspective partners, including DBFOM and DBFM. The market research revealed a preference of a DBFM model, as many partners were not interested in taking on the revenue risk component of the operations. Later, in 2012, a risk assessment and value for money (VFM) were undertaken. The review further compared the DBFM model to the DBF model. The results concluded that there was minimal VFM difference (between -0.7% and +1.3% variance). However, the comparison did show synergies of grouping the operating and maintenance under one provider (REAL), and as a result the DBF model was the better financial model. The City is pursuing a DBF approach for the procurement and construction of the stadium.

3.3 External Revenues

The City reviewed not only internal revenue sources and external debt options, but also other external revenue opportunities such as property taxes, infrastructure levies, service agreement fees, amusement tax or user fees, lease and rental revenues, sponsorships, grants and a hotel tax/fee. As part of the total financing plan, the objective was to identify funding sources that would minimize any increases to property taxes.

Service Agreement Fees (SAF's)

Servicing Agreement Fees are used to fund the cost of new development, based on an estimated cost of the infrastructure required to support new growth areas (i.e. roads, sewers, parks, etc.) on a per hectare basis a fee is established by the City and paid by the developer before development is initiated. The revenues from these fees are allocated to SAF deferred revenue accounts that are maintained by the City, and these deferred revenues are then used to pay for the building of required infrastructure. Based on significant recent development initiatives within the City the SAF accounts are not in a position to provide funding, and are limited by policy to what projects they can support. Therefore, on this basis, this funding source was not considered further.

Property Taxes (Mill Rate)

Overall, the City's goal has been to minimize property tax increases required as part of the Stadium Project. However, the City has also identified that property taxes are a long-term and stable funding source for project financing, and "pay as you go" is also generally considered as a method to support the funding of new assets and services. The City is recommending to " earmark" an annual increment to property taxes in the amount of 0.45% per year for 10 consecutive years, and assumes a 2% inflationary growth year over year. After the initial 10 year period, property tax revenues will continue to be allocated to the Stadium Project, but no further incremental rate increases are contemplated. Currently a 1% mill rate increase equates to \$1.59 million in annual revenues. This funding is a general source of project revenue and would fund a portion of the capital, financing, and maintenance costs and would generate approximately \$261.9 million of revenue over thirty years.

As the proposed property tax increase to fund the project is incremental, it takes almost 20 years for the cumulative property taxes to match the City's capital loan and interest payments. As a result, some interim financing needs to be considered to support the initial capital build and provide funding until the annual property tax revenue matches the ongoing repayment needs. In addition, once the initial project costs are paid for the property tax revenue streams don't automatically cease and the City would need to determine whether to reduce taxes and reallocate this revenue at that time, or plan for a future major rehabilitation. As discussed further in this plan, the financial model assumes some initial interim debt financing and assumes revenue streams, past the date they are no longer required (2040), are not allocated to the project.

The property tax funding allocated to stadium maintenance will continue indefinitely, as this is an ongoing cost, unless another alternative revenue source is sought, such as a hotel tax or future facility fees.

Infrastructure Levies

Infrastructure levies are generally used to raise funding for capital projects, and have generally taken two forms in other municipalities, including: local improvement levies and city-wide infrastructure levies. In addition, many communities, including Regina, have Business Improvement District (BID) levies in place that levy a charge on properties within the district to pay for programs and improvements benefiting the districts (not necessarily capital project focused).

Local improvement levies are a funding option where property owners within a specific area around the project are levied additional special charges on an annual basis. These charges are over and above the property taxes that are being paid. These additional funds are then utilized to repay the financing for the project that has been undertaken within the area. The general idea is that the improvement in property values and/or other economic benefits should allow property owners to make a financial contribution toward the project. In Regina, local improvement levies have traditionally been used to fund local road and alleys improvements within residential areas, and would not be an effective funding source for the project.

If particular revenue streams within the Stadium Financial Model do not materialize, the option of city-wide infrastructure levy would be a viable option that could be considered as it would be simple to implement, raise the revenue required and apply to a broad tax base.

User Fees/Facility Fees

User fees are charged by the City for many services and are seen as a strong method of connecting the cost of assets and services directly to those who use them. In the Stadium Project, the Saskatchewan Roughrider Football Club (SRFC) has agreed to a \$12.00 facility fee charged on each SRFC ticket. The facility fee is considered a user fee and will be directed to the City for repayment of the \$100M provincial debt over 30 years. As a result, significant user fees are incorporated into the proposed project financing.

Amusement Tax

Currently the City has an amusement tax that generates about \$700,000 annually. Over the years, this tax has been narrowed in scope and is currently only charged in commercial theatres. The revenue generated is not allocated to a specific purpose, but is used to pay general operating expenditures. Based on the establishment of a significant user fee through the facility fee arrangement, an additional amusement tax was not pursued as an additional revenue source in the project financing, as it would only raise minimal revenue and would not likely be generally supported in the community as an appropriate funding source.

Hotel Taxes/Fees

A hotel tax, sometimes referred to as a destination fee, accommodation tax or occupancy tax, has been contemplated by the City as part of the funding plan, as there is a link between the events and entertainment at the new stadium and non-residents that will come to Regina to attend these events. A hotel occupancy tax is a tax imposed on those renting a hotel or motel room (generally a non-resident), and are common across North America. Discussions have been held with both the Province and the Regina Hotels Association on the concept.

There are two different types of taxes and one type of voluntary fee that are being levied in Canada with respect to hotel accommodations. The first is an accommodation tax that is being levied by the municipality under the authority of provincial legislation and municipal bylaws and is used by the municipality for tourism related purposes. The second is an accommodation tax that is imposed by a provincial government and is used by a province to promote tourism. In addition to these taxes there are also various destination marketing fees, which are collected voluntarily by hotel/motel operators on hotel room sales in a variety of places in Canada. A destination marketing fee is not a tax, in that it is not imposed by the province or municipality under any legislation. It is voluntarily being charged by accommodation providers and is not required to be remitted to the province or the municipality.

However, current Provincial legislation does not allow the City to impose a hotel tax, and as a result if it was a preferred revenue source for the City it would need to be initiated through the creation of a different property tax rate for hotels and motels. In turn, hotels and motels would charge their guests a fee that would cover the cost of the increase in taxes. While it is believed that this remains a viable revenue source that should be pursued, it would take time to implement and may create a risk that a gap in funding is created if it is not instituted. Due to this uncertainty, the Stadium Financial Model does not include funding from a hotel tax. The following table identifies the corresponding reduction in property tax increments that could be expected if various levels of hotel tax revenues were realized.

Hotel Tax Rate	10-year Incremental Mill Rate Required
0%	0.450%
1%	0.403%
2%	0.355%
3%	0.316%

As discussed later in this financial plan, the overall financing requirements have been refined to the point that the 0.45% incremental mill rate increase for ten years meets the financial requirements, without additional revenue from a hotel tax. However the hotel tax remains a viable option to reducing the requirement for a property tax increase and the ultimate balance between these two will require a policy decision of City Council.

Provincial or Federal Revenues

The Federal Government will not support any funding towards a sports facility for professional teams. Hence, this funding source was not pursued further. The City will continue searching for funding possibilities for the site preparation or brown field initiatives that may be offered by the federal government. But as of now, no funding has been secured.

In April 2012, the City sent a proposal to the Province of Saskatchewan requesting provincial funding in the amount of \$230 million, of which \$208.8 million was specifically related to the stadium and site preparation. In June 2012, the Province announced their funding offer of \$80M Provincial Grant and a \$100 million Provincial Loan. Further details on the Provincial grant and loan agreements are explained in the Stadium Funding Partnerships section within this report.

Lease/Rental Revenues

Through the MOU signed by the Province, SRFC and the City, dated July 14, 2012, SaskSport is to negotiate a lease arrangement within the new stadium for SaskSport and amateur sport use of the facility for a \$2.5 million annual lease payment for 30 years. The terms of the lease are under review and are to be finalized before the construction of the stadium. The lease payments will be used by the City as revenue to support project costs.

The City and the SRFC are finalizing a lease arrangement for SRFC. The revenues received from the SRFC lease would be two-fold. Firstly, the lease would be used to cover operational costs under the REAL property manager arrangement. Secondly, an additional \$500,000 in advertising revenues would be paid annually to the City as revenue into its stadium financial model for its annual operational and maintenance expenditures.

3.4 Financial Options Summary

In summary, various internal revenues sources, external long-term financing and external revenues options were reviewed by the City, resulting in a positive outcome. The City's internal funding sources include the land contribution and City cash. While external long-term debt will be required for both the Provincial loan and the City's portion of the capital cost of the stadium, interim financing will also be required to manage the year over year cash flows.

As debt is not a revenue source but an interim cash flow requirement, the ongoing revenue requirements for repayment of the debt and interest will come from property taxes, user fee/facility fees, advertising/sponsorships, and lease agreements. Several external funding and working relationship partnerships, including the SRFC, Province and REAL, need to be finalized in a timely manner, some agreements earlier than others. These partnerships and their associated agreements, based on the MOU and current understandings, are outlined under the Stadium Funding Partnerships section of this report.

4.0 Stadium Funding Partnerships

4.1 Province of Saskatchewan

As a funding partner, based on the Memorandum of Understanding (MOU) between the Province, SRFC and the City, the Province has agreed to provide the City with an \$80 million provincial grant and a \$100 million provincial loan. Both the grant and loan require funding agreements between the City and the Province.

4.1.1 Provincial Grant

The Province and the City are finalizing the terms of the Provincial Grant Agreement based on the MOU. The Province will provide a grant to the City for a total of \$80 million. The terms and conditions of this grant will be based on funding to be received over four years with \$5 million in the 2012/13 fiscal year, \$25 million in the 2013/14 fiscal year, \$25 million in the 2014/15 fiscal year and the final \$25 million in the 2015/16 fiscal year. Conditional terms within the agreement for the timing of the funds, the use of the funds, reporting requirements and repayment terms will be finalized and taken to Cabinet for approval. The Cabinet approved Provincial Funding Agreement will then be brought to City Council for approval.

4.1.2 Provincial Loan

The Province will provide a \$100 million loan to the City for the purposes of financing the Stadium, based on the MOU. The loan will be set at the provincial cost of borrowing plus transaction costs amortized over 30 years and repayable annually. In order to reduce the risk of higher interest rates, the Province has agreed to work with the City to possibly hedge the interest rate risk through borrowing earlier than at the completion of the project.

The \$100 million loan provision from the Province has been incorporated into the Provincial Grant Agreement. The actual loan of \$100 million will be negotiated through the Provincial Municipal Financing Corporation at the time the loan is to be issued, which is anticipated to be mid-year 2013. The issuance of any debt, at the City, requires a Borrowing Bylaw approved by City Council, thus a separate report and bylaw will be brought back to Council for approval.

4.1.3 SaskSport Lease Agreement

SaskSport is committed to entering into a binding agreement under which the City and SaskSport will execute a long term agreement of not less than 30 years with respect to access by amateur sport to the stadium, including a lease of administrative space. The

MOU considers a lease payment that equates to \$2.5 million annually. The terms of the agreement are being negotiated and will be finalized before the end of the construction of the stadium.

4.2 *Saskatchewan Roughriders Football Club (SRFC)*

As the major tenant in the new stadium, the SRFC have been working collaboratively with the City to ensure the SRFC objectives have been considered and accommodated where practical and feasible. The City, REAL and SRFC are working to finalize the agreements in a timely matter that will satisfy the needs of the City and the Province. The SRFC is providing significant funding to the project through a facility fee, which will raise \$100 million over thirty years, as well as lease payments and \$25 million in initial sponsorship revenue to fund the construction, and \$15 million in ongoing sponsorship revenues.

4.2.1 SRFC Capital Contribution and Facility Fee Funding

The City is in the process of finalizing the \$25 million SRFC capital contribution agreement, as agreed to in the MOU by the Province, SRFC and the City. The agreement will assume two instalments from SRFC, each in the amount of \$12.5 million in mid-years of 2016 and 2017.

The SRFC have agreed to lead a process to accumulate the \$25 million in naming rights, sponsorships and related funding as the funding source to the \$25 million contribution. There is a financial risk to the City if SRFC does not accumulate this funding before the completion of the construction of the stadium; SRFC will need to find alternative options to fund their contribution, otherwise the City's stadium cash flow will be at risk.

In addition to the \$25 million contribution, SRFC have agreed to an initial \$12.00 facility fee for Canadian Football League (CFL) games to repay the provincial loan, as agreed to in the MOU. The estimated revenues required for the repayment of the loan is \$3.3 million annually. This number is achievable if 85% out of the 33,000 tickets available for seating are sold for each of the 10 CFL games annually. Any revenues that exceed the 85%, or \$3.3 million will be held in reserve to use as a contingency for future payment requirements. The terms are being finalized in the SRFC Funding Agreement.

Following the repayment of the loan to the Province, and upon the expiry of the initial term of the lease, the City and the SRFC shall each negotiate in good faith to determine a mutually acceptable facility fee rate for CFL games that will ensure appropriate funding will be present for capital improvement and the maintenance of the stadium.

4.2.2 SRFC Agreement to Lease and Sponsorship Agreement

The City will create a standard long-term 30 year commercial lease agreement between the City and SRFC. REAL will act as the City's property manager. The lease will require SRFC to be solely responsible for the financial costs of their leasehold improvements. REAL and SRFC have signed a Memorandum of Agreement dated November 1, 2012, with the understanding that the formal lease agreement will be finalized before the stadium opens. The Memorandum of Agreement includes annual lease costs, parking, merchandising, concessions, and ticketing. The annual lease payments will be used for the operational needs of the stadium. In addition to the annual lease, the City requires a \$500,000 annual payment in lieu of sponsorships, advertising or other means from the SRFC to fund in part the 30 year maintenance of the stadium. This \$500,000 annual payment totals \$15 million over 30 years.

An agreement to lease will be finalized shortly between the City and SRFC. This agreement will satisfy the MOU requirement. The standard long-term 30 year commercial lease will be finalized prior to the opening of the new stadium.

4.3 Regina Exhibition Association Limited (REAL)

4.3.1 REAL Operating and Maintenance Agreement

Operations

An agreement between the City and REAL will be created for the operations and maintenance of the new stadium. Based on the current stadium operating pro-forma, REAL will break-even in the operations of the stadium taking into consideration the SRFC lease and new stadium revenues less related additional operating expenses. The break-even scenario was mainly based off of event revenues and expenditures from 10 CFL games, 18 high school/university games, and one mid-sized concert annually. In addition, every second year a large concert is planned to be hosted. Overall, the financial projections show that REAL can operate the stadium between an annual break-even, and a profit of \$300,000.

Once the stadium has been approved, REAL will continue to develop an event strategy that may increase the profit potential for reinvestment into Evraz Place, and will continue to enhance community events and entertainment within the park.

Maintenance

A maintenance agreement will not be finalized with REAL until the stadium construction is complete, but the general understanding will be based on an estimated 1.75% of construction costs. The financial model currently assumes instalments over 30 years, incremented by a 2.2% inflationary rate. However other options have been considered, including a 1% cost of construction, plus inflation annually with periodic instalments for major maintenance and upgrades. Once the final RFP has been awarded, the design details will provide further guidance on the maintenance requirements. Until then, industry standard ranges have been assumed in the financial plan.

5.0 Stadium Financial Plan Assumptions

The Stadium Financial Plan contains many known facts and figures. However, there are several assumptions within the financial model that were based on best estimates. As a result, the assumptions are being stated to provide a transparent understanding of the assumptions used. Any change to the assumptions will affect the outcome of the financial model.

5.1 Expenditure Assumptions

Initial Expenditures	Amount (in millions)
Capital (inclusive of site preparation and stadium soft costs such as consultants, and construction costs plus inflationary factor, furniture, equipment and fixtures)	\$278.2

Ongoing Expenditures (30 years)	Amount (in millions)
Maintenance	\$188.8
Debt Repayment	333.6
	\$522.4

5.1.1 Capital

The stadium and site preparation capital investment is \$278.2 million. The site prep allocation of \$28.2 million includes land, planning, designing, demolition costs and land servicing costs. The stadium allocation of \$250 million is inclusive of soft and hard costs such as planning design, construction, inflation, escalation and furniture, fixtures and equipment.

The financial cap of \$278.2 million was developed by the City. Mott McDonald/Pattern Design as the City's Architectural and Engineering Advisors have since prepared a conceptual design with cost estimates that are to be constructed within this financial cap. To provide a reasonability check on the cost of construction, an independent cost consultant has been contracted to review and prepare a supplementary cost estimate of the conceptual plan. Any variance from the cap budget will be reviewed and mitigated through concept re-evaluations.

5.1.2 Maintenance

Annual long-term maintenance is assumed over 30 years at 1.75% of the stadium construction costs. The terms of the maintenance contract are not defined at this point, so the assumption in the model was to spread the cost over 30 years with inflation

increments of 2.2%. The amounts and timing within this assumption may change if the maintenance contract is based on a base maintenance cost plus a periodic upgrade allowance for years where major maintenance upgrades are planned. These assumptions will be further clarified after the City receives specifications from the successful proponent's rehabilitation schedule.

5.1.3 Debt Financing

Capital Debt Financing – City Debt/Provincial Loan:

- The MOU assumes a provincial loan of \$100 million that will be available to the City. The assumption in the financial model anticipates that the \$100 million will be made available to the City in 2013 through the provincially controlled Municipal Financing Corporation (MFC), for a 30 year term at a reasonable interest rate. An interest rate of 3.5% is assumed in the model.

Capital Debt & Interim Financing – City Debt:

- In the financial plan, the City also assumed an additional \$100.4 million City debt by 2015. Based on the anticipated cash flows, the City will require \$67.4 million of debentures by 2015 to fund the City's capital commitment. A 30 year term is assumed in the financial model at an interest rate of 4.0%.
- In addition to the City's capital commitment requirement, interim debt will be required in the amount of \$33 million, for approximately 20 years, to support interim positive cash flows to fund maintenance and debt payments until the City's property tax revenue stream substantially pays for all principal and interest debt payments plus contractual maintenance. The debenture interest rate is unknown at this time, and is assumed to be 4.0%.

As noted, substantial combined debt will be required in order to finance the Stadium Project. The allocation of City debt to this project could constrain the City's ability to borrow for other major capital projects based on current borrowing limits. The City's current debt limit is \$350 million and does not take into account the new revenues identified in this plan. The City will apply to the Saskatchewan Municipal Board (SMB) for an additional \$100 million debt limit increase to cover the Provincial loan, or an exemption to the limit, with the understanding that the SRFC facility fee revenues will cover the loan payments. If the application is approved, the City's debt limit would increase to \$450 million, or the limit would specifically exclude the \$100 million provincial loan. If not approved by SMB, the City will work with the Province to revise the financial plan.

Debt from this project and other projects will need to be strategically managed over the next few years. As noted, the City has the option to request a further extension to its debt limit from the SMB to ensure debt capacity is available for this project and others. As a comparison, the City of Saskatoon's current debt limit is \$414 million. However, additional debt increases the operational burden for the City's to pay for the principal and

interest payments out of its future operating budgets. On the other hand, debt can be strategic, in times of super inflation, where debt is taken today for capital projects to hedge the cost of super inflation of the capital expenditure.

5.1.4 General Assumptions

General assumptions used in the Financial Model include:

- Inflationary rate of 2.2% annually is assumed for 30 years.
- Interest for debt is assumed at best estimates, 3.5% to 4.0%
- Currently the City has a good AA+ credit rating, and as a result its borrowing ability is reasonable with lower interest rates. The higher the debt that the City accumulates the more likely that the credit rating could drop, resulting in future borrowing rates at higher interest rates.

5.2 Revenue Assumptions

5.2.1 External New Revenue

New external revenue included in the Financial Model is stated below:

- Based on the MOU, Provincial Grant will be in the amount of \$80 million. The Grant will be made available to the City in instalments of \$5 million in 2012, and \$25M in each of the following 3 years from 2013 to 2015.
- Through a lease agreement with SaskSport, the City will also receive \$2.5 million annually for 30 years, for a total of \$75 million. This has been assumed in the financial plan beginning in 2017
- SRFC have agreed to a \$25M capital contribution to be received by the City, 50% in each of the years 2016 and 2017.
- SRFC and the City will negotiate a final lease arrangement for the annual operational lease that will be managed through REAL. In addition to the lease agreement, the SRFC agree to an additional \$500,000 in sponsorship revenues that will be payable to the City through REAL starting in 2017.
- Facility fee of \$12.00 per game ticket revenue earned by the SRFC and submitted to the City in lieu of loan payments. It is assumed this equates to \$3.3 million in annual revenue.
- Property tax revenues are assumed at \$261.9 million over 30 years. The financial model assumes Council approves 0.45% property tax mill rate increase for ten consecutive years starting 2013, and assumes a 2% inflationary growth year over year. After the initial 10 year period, property taxes will remain earmarked to the Stadium Project but no further increments are planned.

5.2.2 Redirection of Revenue from City Operations

The Financial Model includes the opportunity to redirect some of the City's current revenues from other City operations to the Stadium Project:

- Interest on the Stadium Project fund balance and Mosaic Stadium cost avoidance savings will be redirected to fund the new stadium
- Cash from the General Fund Reserve in the \$2.5 million was directed to the project in 2012 to fund project procurement costs.
- The City owned land currently occupied by Evraz Place will be provided as an in-kind contribution at the stadium site.

5.2.3 Stadium Operational Assumptions

REAL will act as the property manager for the City and manage the operational matters of the stadium. The Stadium Financial Plan assumes REAL operates on a break-even basis between its operational revenues and expenditures, and does not require further funding from the City to support the operations of the stadium.

5.3 Risks and Constraints

Every capital project has risks and constraints, and the Stadium Project is no exception. The major risks and constraints are identified below:

- As part of the MOU, the City is managing the procurement process, but has assumed all risk of capital cost overruns on the project. While cost reductions would typically be achieved through design modifications, there is also a risk that the funding partner's objectives may not be fully achieved within the facility.
- A facility fee of \$12.00 per game ticket revenue will be earned by the SRFC and submitted to the City in lieu of loan payment. It is assumed this equates to \$3.3 million annual revenue. If Saskatchewan Roughrider game attendance does not meet expectations this will impact the financial model.
- SRFC have agreed to a \$25 million capital contribution to be received by the City, 50% in each of the years 2016 and 2017. If SRFC is unable to achieve this revenue target the financial model will be impacted.
- The additional City debt identified in this financial plan could constrain the City's ability to borrow for other major capital projects, based on the current borrowing limit of \$350 million.
- Interest rates are currently favourably low; however, if the market changes, a 0.5% increase in interest rate on a debt of \$100 million, over 30 years has a \$10 million additional expense affect on the financial model.

- Maintenance costs have been assumed at 1.75% per year. However, the design and construction of the stadium could result in maintenance requirements that are higher than this rate, which is based on industry standard ranges.
- While the financial plan and arrangements between REAL and SRFC show REAL being able to achieve a break-even financial plan for the stadium, any variance to this projection could result in a requirement for City funding to support the stadium operations.

5.4 Stadium Financial Model Summary

In summary, based on the alternative revenues reviewed the following is a recap of the recommended funding portion of the Stadium Financial Model:

Capital Funding Source	Funding Amount (in millions)
Provincial Grant	\$80.0
Provincial Loan	100.0
Saskatchewan Roughrider Football Club	25.0
City - Debt	67.4
City - Land Contribution	3.3
City - Cash	2.5
Total Capital Investment	\$278.2

Maintenance & Debt Servicing Funding Source (30 year term)	Funding Amount (in millions)
Property Tax (for maintenance, capital & interim debt repayments of principal and interest)	\$261.9
SRFC Facility Fee	100.0
SaskSport Amateur Sport Space Lease	75.0
Interim Debt Financing	33.0
Mosaic Cost Avoidance	23.8
Advertising/Sponsorships	15.0
Interest Earned	13.7
Total Maintenance & Debt Servicing	\$522.4

6.0 Appendix A - Financial Model

Stadium
Cash Flow
DBF-6 Month @ 1.75% Mtce - Property Tax at 0.45%
Mill Rate Increase =

Funding Legend:	Provincial Funding
	Municipal Funding
	Rider Funding

0.450	Annual Years 2012-2016						Cumulative in 5 Year Increments							
	CUMULATIVE						Years	Years	Years	Years	Years	Years		
	TOTAL	2012	2013	2014	2015	2016	2012 - 2016	2017 - 2021	2022 - 2026	2027 - 2031	2032 - 2036	2037 - 2041	2042 - 2046	
Capital Funding:														
Provincial Grant	80,000,000	0	30,000,000	25,000,000	25,000,000	0	80,000,000	0	0	0	0	0	0	
SRFC Contribution	25,000,000	0	0	0	0	12,500,000	12,500,000	12,500,000	0	0	0	0	0	
City General Fund Reserve	2,500,000	2,500,000	0	0	0	0	2,500,000	0	0	0	0	0	0	
City Land Contribution*(In-kind)	3,300,000	0	3,300,000	0	0	0	3,300,000	0	0	0	0	0	0	
Subtotal Capital Funds:	110,800,000	2,500,000	33,300,000	25,000,000	25,000,000	12,500,000	98,300,000	12,500,000	0	0	0	0	0	
Capital Financing:														
City Debt - Provincial Loan	100,000,000	0	100,000,000	0	0	0	100,000,000	0	0	0	0	0	0	
City Debt - Capital Contribution	67,400,000	0	0	0	67,400,000	0	67,400,000	0	0	0	0	0	0	
Subtotal Capital Financing:	167,400,000	0	100,000,000	0	67,400,000	0	167,400,000	0	0	0	0	0	0	
Total Capital:	278,200,000	2,500,000	133,300,000	25,000,000	92,400,000	12,500,000	265,700,000	12,500,000	0	0	0	0	0	
Capital Debt Repayment:														
SRFC - Facility Fee	100,000,000	0	0	0	0	0	0	16,838,500	16,838,500	16,838,500	16,838,500	16,838,500	15,807,500	
SaskSport Lease	75,000,000	0	0	0	0	0	0	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	
City Debt - Capital Contribution	33,000,000	0	0	0	33,000,000	0	33,000,000	0	0	0	0	0	0	
Incremental Mill Rate for Capital & Financing	115,899,900	0	365,666	738,645	1,126,544	1,529,809	3,760,664	14,268,718	22,670,560	25,108,894	27,722,247	22,368,818	0	
Interest Earned on Fund Balances	13,704,100	0	0	4,107,242	2,877,105	1,269,441	8,253,788	1,117,317	1,035,163	680,816	182,535	938,164	1,500,326	
Subtotal Capital Financing Funds:	337,608,009	0	365,666	4,845,888	37,003,648	2,799,250	45,014,452	30,455,817	30,373,663	30,019,316	29,521,035	30,276,664	29,807,826	
Total Stadium Capital & Financing Inflows:	615,808,009	2,500,000	133,665,666	29,845,888	129,403,648	15,299,250	310,714,452	57,224,535	53,044,223	55,128,210	57,243,282	52,645,482	29,807,826	
Maintenance Funding:														
Mosaic Cost Avoidance	23,800,000	0	0	0	0	0	0	3,800,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	
SRFC - Advertising/Sponsorships	15,000,000	0	0	0	0	0	0	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	
Incremental Mill Rate for Maintenance	145,965,343	0	349,767	706,530	1,077,564	1,463,295	3,597,157	13,648,339	21,684,883	24,017,203	26,516,932	29,276,836	27,223,993	
Subtotal Maintenance Funding:	184,765,343	0	349,767	706,530	1,077,564	1,463,295	3,597,157	19,948,339	28,184,883	30,517,203	33,016,932	35,776,836	33,723,993	
Total Cash Inflows:	800,573,352	2,500,000	134,015,433	30,552,418	130,481,212	16,762,545	314,311,608	77,172,874	81,229,106	85,645,412	90,260,215	88,422,318	63,531,819	
Outflow:														
Capital - Stadium and Site Prep Cost:	278,200,000	2,500,000	13,947,088	59,429,056	164,465,137	37,858,719	278,200,000	0	0	0	0	0	0	
Debt Financing:	333,555,554	0	2,718,567	6,270,149	11,949,331	12,525,984	33,464,030	58,815,398	58,815,398	58,815,398	55,173,101	46,674,409	21,797,820	
Maintenance Costs:	188,817,797	0	0	0	0	1,179,771	1,179,771	14,826,736	24,085,211	29,501,291	35,092,663	36,878,998	47,253,125	
Total Cash Outflows:	800,573,351	2,500,000	16,665,654	65,699,205	176,414,467	51,564,475	312,843,801	73,642,134	82,900,609	88,316,689	90,265,765	83,553,408	69,050,945	
Cumulative Cash Flow:		0	117,349,779	82,202,992	36,269,737	1,467,807	1,467,807	4,998,547	3,327,043	655,766	650,216	5,519,126	0	

Schedule "A"

THIS AGREEMENT MADE this _____ day of _____, 2012;

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Saskatchewan, as represented by the Minister of Parks, Culture and Sport (hereinafter referred to as the "Minister")

OF THE FIRST PART

-and-

THE CITY OF REGINA
(hereinafter referred to as the "City")

OF THE SECOND PART

WITNESSES AS FOLLOWS:

WHEREAS the Minister desires to support the planning, construction and maintenance of a world-class stadium in Regina, Saskatchewan;

AND WHEREAS the Minister is authorized to enter into an Agreement to provide funding through a transfer of funds by government to the City for this purpose under the authority granted by section 3 of the *The Culture and Recreation Act, 1993*;

NOW THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

For the purposes of this Agreement:

- a) "Agreement" means this Agreement and includes all Appendices attached to this Agreement;
- b) "fiscal year" means April 1st of one year up to and including March 31st of the next year.
- c) "Project" means the stadium project in Regina, Saskatchewan more particularly described in Appendix "A".
- d) "REAL" means Regina Exhibition Association Limited;
- e) "Minister" includes a lawful delegate of the Minister;

- f) "MOU" means the Memorandum of Understanding executed by the Province of Saskatchewan, the City and SRFC on July 14, 2012;
- g) "SOC" means the Stadium Oversight Committee established pursuant to Section 5.4;
- h) "SRFC" means Saskatchewan Roughrider Football Club Inc.

2.0 TERM

- 2.1 The term of this Agreement is from the date of execution to March 31, 2017 subject to extension or termination pursuant to Section 7.0.

3.0 INITIAL FUNDING AUTHORIZATION

- 3.1 The Minister will provide initial funding for the purpose of enabling the City to obtain consulting services with respect to the development of the Project concept design and site preparation for the Project, and to manage the Project, in accordance with the terms and conditions of this Article 3.0.
- 3.2 Prior to March 31, 2013, the Minister shall provide the sum of \$5,000,000.00 to the City provided that the City meets the following eligibility criteria:
 - 3.2.1 the City has provided the Minister with a written request for funding that sets out a detailed budget and schedule for the development of the Project concept design, site preparation, and Project management, which detailed budget may include costs incurred for these purposes since the date of execution of the MOU, together with such other information as the Minister may require;
 - 3.2.2 the City has established a process that is satisfactory to the Minister by which the Minister, SRFC and the City may all participate in the development of the concept design and development plans for the Project such that the Minister can ensure that the objectives of the Province of Saskatchewan and the requirements of SRFC are able to be presented and taken into account in the development and oversight of the request for qualifications and request for proposals issued relating to the Project while recognizing that the final decisions with respect to Project design and construction specifications to be included within the request for qualifications and request for proposals issued relating to the Project will be made by the City having regard to its funding limitations.
- 3.3 The parties acknowledge that, upon the City fulfilling the eligibility criteria for the funding, this Article 3.0 creates a binding and enforceable obligation to provide initial funding in accordance with Section 3.1 unless the obligation is suspended in accordance with this Agreement or this Agreement is terminated in accordance with its terms before the initial funding is provided.

- 3.4 The City shall, prior to March 31, 2013 or such later date as the Minister may agree to, use the full amount of the initial funding provided pursuant to this Article 3.0 for the purpose of defraying the cost of obtaining consulting services with respect to the development of the Project concept design and site preparation for the Project, and to manage the Project as set out in the detailed budget mentioned in clause 3.2.1, and must, prior to April 30, 2013 or such later date as the Minister may agree to, provide the Minister with a written report containing details of how the initial funding was expended by the City.

4.0 PROJECT FUNDING AUTHORIZATION

- 4.1 The Minister will provide funding for the construction of the Project in accordance with the terms and conditions of this Article 4.0.
- 4.2 Subject to Section 4.3, the Minister shall provide funding in amounts not to exceed in total the sum of \$75,000,000.00 to be paid as follows:
- 4.2.1 \$25,000,000.00 on or before March 31, 2014;
 - 4.2.2 \$25,000,000.00 on or before March 31, 2015; and
 - 4.2.3 \$25,000,000.00 on or before March 31, 2016;
- provided that, subject to paragraph 4.10, in the event that the total cost of the Project is less than \$278,000,000 the amount of the funding provided pursuant to this Agreement shall be adjusted so that the total amount of funding provided pursuant to this Agreement does not exceed 49% of the total cost of the Project less the amount of the loan mentioned in Clause 4.5.3.
- 4.3 The parties acknowledge that this Agreement does not create a binding and enforceable obligation to provide funding until:
- 4.3.1 the Legislative Assembly of Saskatchewan has appropriated funds out of which the funding may be paid in the fiscal year in which the payment is to be made pursuant to this Agreement;
 - 4.3.2 the conditions precedent in Section 4.5 have been met; and
 - 4.3.3 the City has met the eligibility criteria with respect to each payment as set out in Section 4.4.
- 4.4 The eligibility criteria for each payment that the City must fulfil are as follows:
- 4.4.1 the City has provided to the Minister a detailed annual budget containing particulars of the expenditures for which the payment will be used;
 - 4.4.2 the City has accounted to the Minister for the amounts previously provided to the City by the Minister pursuant to this Agreement;
 - 4.4.3 the City has not used any of the funding provided pursuant to this Agreement for any purpose other than for the design, site preparation, and construction of the Project, provided that the City may allocate the funding among components of the Project as it sees fit.
- 4.5 No obligation to provide project funding to the City under this Article 4.0 arises until the following conditions precedent to the funding obligation have been met:

4.5.1 The City has established an integrated, collaborative process that engages, to the satisfaction of the Minister, the Minister and SRFC in the following with respect to the Project:

- 4.5.1.1 Project concept design development;
- 4.5.1.2 Project construction procurement process;
- 4.5.1.4, the identification of key Project milestones;
- 4.5.1.5 any alteration of the Project; and
- 4.5.1.6 the preparation of the detailed annual budget for the purposes of clause 4.4.1.

such that the Minister can ensure its objectives are able to be presented and taken into account in the development and oversight of the Project while recognizing that the final decisions with respect to the issuance and award of the request for qualifications and the request for proposals issued for the Project will be made by the City.

4.5.2 The Project design contains, to the satisfaction of the Minister, the following elements:

- 4.5.2.1 Such plans and design elements that will enable the Project, either as the project is constructed or as modified subsequently to completion, to be a fully enclosed facility;
- 4.5.2.2 There is no impediment in the design or detailed drawings for the Project to restrict or limit the option of adding a fixed or retractable roof to the Project subsequent to its completion;
- 4.5.2.3 The concept design for the Project contains cost estimates for both a fixed roof and retractable roof option for the Project;
- 4.5.2.4 the Project design accommodates the requirements of SaskSport, which requirements must be reasonable and have the support of the Minister, with respect to access and use of the stadium for amateur sport.

4.5.3 The City has obtained approval from the Saskatchewan Municipal Board to enable the amount of \$100,000,000 to be loaned to the City by the Municipal Financing Corporation for the purposes of the Project in the 2013/14 provincial fiscal year; the terms of the loan will be under the standard terms and conditions required by the Municipal Financing Corporation.

4.5.4 The City has entered into an agreement with SRFC whereby SRFC is committed to provide funding for the purposes of the Project in an amount that is not less than \$25,000,000;

4.5.5 The City and SFRC have entered into a binding offer to lease agreement under which they are committed to execute a commercial lease with respect to the use of the stadium and related premises as set out in Appendix "A" for a term of not less than 30 years;

4.5.6 The City and SaskSport have committed to enter into a binding agreement under which the parties will execute a long term agreement of not less than 30 years with respect to access by amateur sport to the stadium, including a lease of administrative space if that is part of the requirements of SaskSport referred to in clause 4.5.2.4, and which agreement must set out terms and conditions with respect to access and use of the stadium for amateur sport that meet the satisfaction of the Minister;

- 4.6 The collaborative process mentioned in Clause 4.5.1 must ensure that the interests of the Province of Saskatchewan, the long-term facility maintenance requirements, and the program requirements and revenue opportunities of REAL and the SRFC are accommodated as fully as possible; it being understood that the City retains final responsibility for and authority to make decisions with respect to the Project design, procurement, construction and management;
- 4.7 Where, in the opinion of the Minister, the City fails to fulfil any eligibility criteria or to comply with the provisions of this Agreement, the Minister may provide the City with written notice of such failure and following the provision of such written notice, withhold any payment due to the City until such time as the City fulfils its eligibility criteria or complies with this Agreement to the satisfaction of the Minister.
- 4.9 The parties acknowledge that the City shall make all final decisions with respect to the design, procurement, and construction of the Project and shall be responsible for the cost of the Project as well as its ongoing maintenance and repair, it being understood that in no event will the Government of Saskatchewan be obliged to provide any funding in addition to the specific amounts provided for in this Agreement.
- 4.10 The reduction in funding provided in Section 4.2 does not apply to funding provided with respect to the Project by the Government of Canada where the amount of such funding is applied by the City in accordance with Section 5.5.

5.0 OBLIGATIONS OF THE CITY

- 5.1 The City will deliver the Project in accordance with the terms of this Agreement.
- 5.2 The City agrees that it will practice good governance including management of Project staff and accepting fiduciary responsibility for the Project.
- 5.3 All payments made pursuant to this Agreement shall be used only for the purpose of the Project for which the payment was made and the City shall promptly:
- a) notify the Minister of the amount of any payments not used for the purpose of providing the Project; and
 - b) unless otherwise directed by the Minister, refund such amounts in accordance with the Minister's directions.
- 5.4 Prior to December 31, 2017, the City, REAL and SRFC shall establish the SOC consisting of two representatives from the City, one representative from REAL, two representatives from SRFC and such additional representatives as may be appropriate from time to time to allow representation from major tenants of the Stadium;
- 5.5 Any amount received by the City from the Government of Canada with respect to the Project must be used by the City to enhance the use, design or quality of the

Project, and shall not be used by the City to reduce its proportionate share of the cost of the Project as set out in Section 4.2.

- 5.6 The City will immediately notify the Minister if the requirements of this Agreement cannot be met by it or if the ability of the City to continue the Project is in any way jeopardized.
- 5.7 The City shall not make any changes or alterations to the design or plans for the Project without having first completed the process set out in Clause 4.5.1 with respect to the changes or alterations, but in no event shall the changes or alterations cause the elements set out in Clause 4.5.2 to be compromised.
- 5.8 The City will submit accountability reports as set out in Section 6.0.

6.0 ACCOUNTABILITY REPORTS

- 6.1 The City shall provide the Minister with reports as follows:
 - 6.1.1 The City shall submit annually to the Minister:
 - i. a report on the progress of the Project for the preceding fiscal year and a general plan for the following fiscal year;
 - ii. a financial statement showing the detailed expenditures incurred by the City with respect to the Project for the preceding fiscal year in any form that may be required by the Minister; and
 - iii. a detailed accounting of amounts received by the City from all other sources with respect to the Project.
 - 6.1.2 The City shall submit to the Minister such other reports with respect to the design, construction and management of the Project as the Minister may, from time to time, reasonably require.
- 6.2 The City shall provide the reports referred to in paragraph 6.1 in a form mutually agreed upon by the Minister and the City.

7.0 EXTENSION, EXPIRATION, TERMINATION AND AMENDMENT

- 7.1 In the event the parties to this Agreement wish to extend this Agreement, the parties may, in writing no later than December 31, 2016, extend the term of this Agreement for an additional term of up to one year. All of the terms and conditions applicable to the Agreement on the date that it would have expired apply to the extended Agreement.
- 7.2 Either party may terminate this Agreement, without cause, by giving the other party at least 120 days written notice.
- 7.3 The Minister may terminate this Agreement upon written notice to the City in the event that:
 - 7.3.1 the City has ceased to meet the eligibility criteria referred to in paragraph 4.0;

7.3.2 the City has failed to comply with any of its obligations under paragraph 5.0 or 6.0 and has failed to remedy such non-compliance within the period specified by the Minister in writing;
7.3.3 the Agreement relating to the loan mentioned in clause 4.5.3 is terminated.

- 7.4 Upon termination of this Agreement, the City will immediately repay to the Minister any amount already paid to the City other than amounts which have been expended on the Project in accordance with this Agreement up to the effective date of the termination. Any amount owing under this paragraph shall be a debt due and owing by the City to Her Majesty in right of Saskatchewan.
- 7.5 This Agreement may be amended by agreement in writing of the parties, provided, however, that no amendment may be made that increases the total amount of funding that is to be provided by the Minister with respect to the Project pursuant to this agreement.

8.0 NON-LIABILITY OF THE MINISTER

- 8.1 The Minister's responsibility and liability with respect to the Project to be provided by the City pursuant to this Agreement is limited solely to the payments to be made by the Minister in accordance with the terms of this Agreement, and in the Agreement relating to the loan mentioned in clause 4.5.3.

9.0 INDEMNIFICATION

- 9.1 The City will indemnify and save harmless the Minister and any officer, delegate or employee of the Minister from all actions, claims, demands, costs, and liabilities for injury to persons (including death) or loss of or damage to property occasioned wholly, or in part, by any act or omission of the City, its subcontractors, employees, or agents arising out of or relating to the performance of its obligations or duties under this Agreement, including any and all expenses, legal and otherwise, incurred in the defense of any claim or suit.

10.0 GENERAL

- 10.1 This Agreement is effective as of December 12, 2012, notwithstanding its date of execution.
- 10.2 This Agreement will be governed by and construed in accordance with the laws of the Province of Saskatchewan.

- 10.3 Any notice pursuant to this Agreement shall be given by registered mail, courier, facsimile or electronic transmission addressed to the relevant party as follows or as otherwise specified by one party to the other in writing:

If to the Minister:

Ron Styles
President and CEO
Sasktel
13th Floor, 2121 Saskatchewan Drive
Regina
S4P 3Y2

and

If to the City:

City Manager
2476 Victoria Avenue
Regina
S4P 3C8

- 10.4 This document, its appendix and any subsequent amendments contain the entire Agreement between the parties. There are no undertakings, representations or promises expressed or implied between the parties other than those contained in this document, its appendices and any subsequent amendments executed in accordance with section 10.5.
- 10.5 This Agreement may be amended at any time by the Parties. No amendment or changes to, or modification of, this Agreement will be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as attested by the signatures of their officers fully authorized for such purpose.

HER MAJESTY THE QUEEN IN RIGHT OF
SASKATCHEWAN, as represented by the
Minister of Parks, Culture and Sport

Per:

Date:

THE CITY OF REGINA

Per:

Date:

DRAFT

APPENDIX “A”

THE PROJECT

The Stadium project is a 33,000 seat facility with a spectator roof which facilitates three season playing field utilization. The Stadium will replace Mosaic Stadium which is the current home of the Saskatchewan Roughriders. The cost is \$278 million of which \$73 million is from the City, \$25 million is from the Saskatchewan Roughriders, \$80 million is from the Province, and the remaining will be a \$100 million loan to the City from the Province.

The conceptual design has been created through a collaborative process including various stakeholders and regulatory interests. The concept features:

- A modern and innovative design inspired by the prairie sky,
- A central location close to downtown and within the Evraz Place sports and entertainment complex, that will support amateur sport as well as a professional football team,
- New plaza and outdoor spaces for events,
- A sunken bowl design to accommodate 33,000 fans with the ability to expand for big events,
- A spectator roof designed to ensure a comfortable fan experience,
- The ability to add a retractable roof in the future,
- A variety of lounges and suites that can be used year-round, and
- A variety of modern fan amenities including individual seats with better views.

Several supporting studies have been completed and some are ongoing including a servicing study, transportation study, environmental assessments, geotechnical investigation, and a heritage study. Site preparation work is anticipated to begin in 2013, pending future Council approvals.

The procurement process will include a Request for Qualifications and Request for Proposals process that will extend into 2013, at which time a design and construction consortium will be selected to build the stadium. Construction is scheduled for completion in late 2016/early 2017.

FUNDING AND CONTRIBUTION AGREEMENT

THIS AGREEMENT is dated as of this ____ day of January, 2013.

BETWEEN:

**SASKATCHEWAN ROUGHRIDER FOOTBALL CLUB
INC.**, a corporation established pursuant to the laws of the
Province of Saskatchewan (hereinafter referred to as the "**Club**")

AND:

THE CITY OF REGINA, a municipal corporation governed by
the laws of the Province of Saskatchewan (hereinafter referred to
as the "**City**")

WHEREAS:

- A. The City wishes to construct a stadium and other related facilities and amenities on the City of Regina Exhibition Grounds as part of the "Regina Revitalization Initiative" (the "**Stadium**");
- B. The City, the Club and the Province of Saskatchewan (the "**Province**") each entered into the Memorandum of Understanding which set out the high level terms and conditions upon which the City, the Club and the Province would fund the construction and maintenance of the Stadium;
- C. The Club wishes to contribute funding to the City for the construction and maintenance of the Stadium and the City wishes to accept such funding upon the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Club each agree with the other as follows:

ARTICLE 1 - INTERPRETATION

1.1 DEFINITIONS

In this Agreement, and the recitals hereto, except as otherwise expressly provided or as the context otherwise requires, the following words and phrases will have the meanings hereinafter set forth:

- (a) "**Agreement**" means this Agreement and includes all Schedules attached to this Agreement;

- (b) “**CFL**” means the Canadian Football League, a professional football league operating primarily in Canada and any entity which can be reasonably construed as being a successor to the “Canadian Football League”;
- (c) “**CFL Games**” means regular CFL season and playoff games, excluding the Grey Cup Game unless under the arrangement with the CFL, the Club is entitled to the gate for the Grey Cup Game, in which case the Grey Cup Game will be considered a CFL Game;
- (d) “**City**” means the City of Regina;
- (e) “**Club**” means Saskatchewan Roughrider Football Club Inc.;
- (f) “**Commercial Events**” means an event held at the Stadium, by a presenter or promoter other than the Club, primarily for the purpose of realizing a profit and which, for greater certainty, does not include the Grey Cup Game, amateur sporting events or civic events organized by the City or REAL for public purposes;
- (g) “**Disbursement Conditions**” means the conditions set out in Section 3.6;
- (h) “**Existing Club Lease**” means the lease of Mosaic Stadium at Taylor Field dated February 1, 2010 between the City and the Club;
- (i) “**Fiscal Year**” means April 1st of one year up to and including March 31st of the next year;
- (j) “**Force Majeure**” means an event beyond the reasonable control, and not attributable to the negligence or the willful misconduct of the party affected, including but not limited to the following: act of terror, flood, earthquake, storm, lightning, fire, drought, flood, explosion, war, riot, civil disturbance, strike, sabotage or electrical outage, provided, however, that an event of Force Majeure shall not include any equipment failure due to normal wear and tear or due to neglected maintenance or repair;
- (k) “**General Facility Fee(s)**” means the per ticket fee for Commercial Events to be collected by the City under Section 3.3;
- (l) “**Grey Cup Game**” means the CFL championship game, however named;
- (m) “**Initial Contribution**” means the sum to be contributed by the Club under Section 3.1;
- (n) “**Lease**” means the formal lease to be executed in accordance with the Offer to Lease;
- (o) “**Memorandum of Understanding**” means the document dated as of July 14, 2012 between the City, the Club and the Province;

- (p) **“Offer to Lease”** means the Offer to Lease between the parties hereto dated ***;
- (q) **“Post Completion Contributions”** means the amounts to be contributed by the Club pursuant to Section 3.2;
- (r) **“Project”** means the construction of the Stadium as is more particularly described in Schedule “A”;
- (s) **“Project Loan”** means principal amount of the loan of \$100,000,000.00 repayable over a term of 30 years granted by the Province, as lender, to the City to finance construction of the Stadium;
- (t) **“Province”** means the Government of the Province of Saskatchewan;
- (u) **“REAL”** means The Regina Exhibition Association Limited and any successor thereof;
- (v) **“Stadium”** has the meaning ascribed to it in Recital “A” hereto;
- (w) **“Stadium Facility Fee(s)”** means the sum of \$12.00 per ticket sold for relevant CFL Games, or such other amount as may be mutually agreed to between the Club and the City from time to time;
- (x) **“Stadium Oversight Committee”** means the Stadium Oversight Committee, as contemplated under the Memorandum of Understanding, to be established pursuant to Section 4.1(i) of this Agreement; and
- (y) **“Substantial Completion”** has the meaning attributed to such term under *The Builders’ Lien Act* (Saskatchewan).

1.2 References

Any reference made in this Agreement to:

- (a) "this Agreement" means this agreement, including the Schedules hereto, as it may from time to time be supplemented or amended and in effect;
- (b) "herein", "hereof", "hereby", "hereto", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other provision hereof, and include any and every amendment restatement, replacement, variation, supplement or novation hereof;
- (c) this Agreement, including without limitation, any agreement collateral or ancillary to this Agreement and any agreement contained in a Schedule hereto, shall, unless otherwise indicated, be construed as a reference to such agreement as it may have been, or may from time to time be, amended, restated, replaced, varied, extended, renewed, supplemented or novated;

- (d) Sections, Articles or Schedules, unless otherwise indicated, shall be construed as references to the Sections and Articles of and Schedules to this Agreement, as the case may be;
- (e) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity; and
- (f) except where otherwise specified, any reference to a statute includes a reference to such statute and to its regulations, with all amendments in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute or regulation.

1.3 Interpretation

For all purposes of this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

- (a) the headings are for convenience of reference and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (b) all accounting terms not otherwise defined have the meanings ordinarily assigned to them at the date hereof pursuant to GAAP and all computations made pursuant to this Agreement must be made in accordance with GAAP applicable from time to time;
- (c) any reference to a currency is a reference to Canadian currency;
- (d) "in writing" or "written" includes printing and typewriting, which may be communicated by facsimile or by other means of electronic transmission that creates a permanent printable record and provides for confirmation of receipt by the recipient;
- (e) the word "including", when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter; and
- (f) words importing the masculine gender include the feminine or neuter gender and words importing the feminine gender include the masculine or neuter gender and words in the singular include the plural, and words importing the neuter gender include the masculine or feminine gender and words in the plural include the singular.

1.4 Invalidity of Provisions; Severability

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law, unless one of the parties is thereby deprived of a material part of the benefit that it would derive from this Agreement, in which case such party will have the option to terminate the Agreement upon notice the other, unless a revised agreement is negotiated between the parties within 60 calendar days of such finding becoming final and binding.

1.5 Waiver

No failure or delay on the part of any party in exercising any right, remedy, recourse, power or privilege (for the purposes of this Section 1.5, collectively, a “**Right**”) under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise thereof or the exercise of any other Right. Except as may be limited herein, any party may, in its sole discretion, exercise any and all Rights available to it under this Agreement or any other remedy available to it at law or in equity and such Rights may be exercised concurrently or individually without the necessity of making any election.

1.6 Governing Law, Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of Saskatchewan.

1.7 Interpretation Not Affected by Party Drafting

Each party hereto acknowledges that he, she or it and his, her or its legal counsel have reviewed and participated in settling the terms of this Agreement, and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

1.8 Enurement

This Agreement shall enure to the benefit of be binding upon the parties hereto and their respective successors and permitted assigns.

1.9 Schedules

The following are the schedules attached to and incorporated in this Agreement by reference as though repeated at length herein and deemed to be part hereof:

Schedule “A” - Project Description

ARTICLE 2 – TERM

2.1 Term

The term of this Agreement (the “**Term**”) shall commence on the date of this Agreement and, unless earlier terminated pursuant to Article 6 or otherwise, shall continue in effect until the later of:

- (a) March 31, 2017 or, if applicable, the date of extension under Section 2.2 of this Agreement; or
- (b) if the Lease is executed and takes effect by all conditions precedent under the Lease being satisfied prior to the applicable date under Section 2.1(a), the date of termination or expiration of the Lease.

2.2 Extension of Term if Lease not signed

If it appears that the Lease will not be executed and take effect by March 31, 2017, the Club and the City may agree, in writing and no later than December 31, 2016, to extend the date under Section 2.1 (a) for such period of time as they determine. The City and Club each agree that the terms and conditions applicable to this Agreement shall apply to any extension.

ARTICLE 3 – FUNDING CONTRIBUTIONS

3.1 Initial Contributions

Subject to prior satisfaction of the Disbursement Conditions, and in consideration of the City’s agreement to construct the Stadium, the Club agrees to contribute the sum of Twenty Five Million Dollars (\$25,000,000.00) as a capital contribution from the Club to the City, to assist in payment of the costs incurred in completing the Project, payable as follows:

- (a) one instalment of Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) payable to the City on or before June 30, 2016, unless the parties hereto have agreed to extend the date under Section 2.2, in which case the date for payment of this first instalment will be extended by a similar amount of time; and,
- (b) a second instalment of Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) payable upon Substantial Completion of the Stadium.

3.2 Post Completion Contributions

Subject to prior satisfaction of the Disbursement Conditions, and in further consideration of the City’s agreement to construct the Stadium, the Club agrees to make additional contributions to the City, for the purpose of payment of the Project Loan as follows:

- (a) The Club shall collect the Stadium Facility Fee on each ticket which it sells for all CFL Games played at the Stadium during the term of the Lease (provided that it is

up to the Club to determine whether to disclose the Stadium Facility Fee as a separate charge to its customers);

- (b) For greater certainty:
 - (i) the Club will not be obligated to collect, or remit on account of, any Stadium Facility Fee at practices, training camps, or other events for which it uses the Stadium which are not described in Section 3.2(a);
 - (ii) the Club will not be obligated to collect, or remit any Stadium Facility Fee on account of free, complimentary, sponsorship or promotional tickets which it issues for CFL Games; and
 - (iii) this Agreement does not require the contribution of any amounts that have been collected by the Club to the Project that are based on facility fees from CFL Games played at Mosaic Stadium at Taylor Field or any other venues other than the Stadium as such facility fees are to be held by the Club and used in accordance with Section 18 of the Existing Club Lease;
- (c) Stadium Facility Fees will be considered to have been earned by the Club when the CFL Game to which they relate has been played. The Club will remit to the City (or to REAL at the City's direction) any and all amounts which it has earned on account of Stadium Facility Fees, on CFL Games held at the Stadium during the term of the Lease, monthly, within 14 days of the end of each calendar month;
- (d) When Stadium Facility Fees are earned, the Club agrees to deposit or maintain the amount so earned in a segregated third party account to be held in trust for the City, pending payment of such amount in accordance with Section 3.2(c) and the Club agrees to provide the City with particulars of the creation, location and balance in such account upon request from time to time (for greater certainty an account with REAL or any other operator of the joint box office for the Stadium, designated as being held in trust for the City will satisfy the requirements of this section); and
- (e) For greater certainty, if the Club fails to play a CFL game for which it has collected Stadium Facility Fees in advance, the Club may refund the related Stadium Facility Fees without the consent of the City or REAL.

3.3 General Facility Fees

The City agrees to use all reasonable efforts to collect, or to cause REAL to collect, a per ticket fee (the "**General Facility Fees**") on all tickets sold on all other Commercial Events held at the Stadium, whether for its own events or events of other promoters, provided that the Club acknowledges that there may be events on which it is not economically feasible to collect the General Facility Fee. Use of the General Facility Fee is subject to the discretion of City Council but the parties acknowledge that it is anticipated that they may be used for various purposes such as payments on the Project Loan, maintenance costs for the Stadium, Stadium improvements, for payment of interest on the Project Loan or if there are excess funds available for general revenue purposes of the City.

3.4 Project Loan

With respect to the Project Loan:

- (a) The City agrees to apply any amounts which it or REAL receives on account of Stadium Facility Fees:
 - (i) firstly, against the principal amounts of the Project Loan until such time as the Project Loan is repaid in full;
 - (ii) secondly, toward the repayment of any advances made by the City from its general revenues to fund prior payments of such principal amounts where payment of the Stadium Facility Fees have not provided sufficient revenue to do so; and
 - (iii) thirdly, after the Project Loan is repaid in full, toward capital improvements to the Stadium, physical maintenance costs of the Stadium and if there are excess funds available, as may be determined at the discretion of City Council;
- (b) The parties agree, where the Club does not own the gate to a Grey Cup Game to be played at the Stadium during the term of the Lease, the City and Club shall use their best efforts to collect (or have REAL collect) an amount at least equal to the Stadium Facility Fee on each ticket sold for such Grey Cup Game and any such fees collected will be treated as if they were Stadium Facility Fees; and
- (c) The City shall advise the Club from time to time of all particulars relating to the Project Loan as the Club may reasonably request.

3.5 Future Stadium Facility Fees

Following the repayment of the Project Loan and upon the expiry of the initial term of the Lease, it is the intention of the City and the Club that each will negotiate in good faith to determine a mutually acceptable facility fee rate for CFL Games that will, at a minimum, ensure appropriate funding will be available for capital improvement and the maintenance of the Stadium.

3.6 Disbursement Conditions

The obligation of the Club to make the Initial Contribution and the Post Completion Contributions is subject to satisfaction or waiver in writing by the Club, on or before the date that a payment is due, of the following conditions:

- (a) the execution of the Lease and the Lease taking effect by satisfaction of all conditions precedent under the Lease;
- (b) the award of the contracts for construction of the Stadium;
- (c) the commencement of construction of the Stadium; and

- (d) in the case of Post Completion Contributions or the second installment of the Initial Contribution:
 - a. Substantial Completion; and
 - b. Establishment of the Stadium Oversight Committee as contemplated under section 4.1(i).

3.7 Excise Taxes

Excise taxes on the Initial Contribution and Post Completion Contributions will be paid if applicable.

ARTICLE 4 – REQUIREMENTS FOR FUNDING CONTRIBUTIONS

4.1 Funding Requirements

In consideration of the funding to be provided by the Club to the City, including the Initial Contribution and Stadium Facility Fee, the City shall:

- (a) provide a detailed budget and schedule for the development of the Project concept design, site preparation, and Project management together with such other information as the Club may require;
- (b) establish a collaborative process that is satisfactory to the Club, acting reasonably, by which the Province, the Club and the City may all participate in the development of the Project, including but not limited to:
 - (i) project concept design development;
 - (ii) development of the request for qualifications and the request for proposals relating to the Project;
 - (iii) development of key Project milestones;
 - (iv) any alteration of the Project; and
 - (v) preparation of the detailed budget for the Project;

such that the Club can ensure its objectives are able to be presented and taken into account in the development and oversight of the Project while recognizing that the final decisions with respect to the issuance of the request for qualifications and request for proposals and the structure of the procurement process will be made by the City;

- (c) establish a process that is satisfactory to the Club, acting reasonably, by which the Club may participate with the City in the evaluation of proposals received pursuant to request for qualifications and the request for proposals issued for the Project while recognizing that the final decisions with respect to the award of the request for qualifications and the request for proposals issued for the Project will be made

by the City in accordance with the requirements and procedures outlined in the request for qualifications and the Request for Proposals;

- (d) not use any of the Initial Contribution provided pursuant to this Agreement for any purpose other than for the design, site preparation, and construction of the Project, provided that the City may allocate the funding among components of the Project as it sees fit;
- (e) enter into a binding agreement with the Province wherein the Province will commit Eighty Million (\$80,000,000.00) Dollars in grant funding to the Project;
- (f) enter into a binding loan agreement with the Province wherein the Province will make the Project Loan to the City;
- (g) enter into an Offer to Lease with the Club for a lease term of 30 years, in such form as may be mutually agreeable to the Club and the City, acting reasonably, prescribing the terms and conditions upon which the City will lease the Stadium to the Club;
- (h) practice good governance including management of Project staff and accepting fiduciary responsibility for the Project;
- (i) prior to December 31, 2016, negotiate in good faith with REAL and the Club to establish the Stadium Oversight Committee, consisting of two representatives from the City, one representative from REAL, two representatives from the Club and such additional representatives as may be appropriate from time to time to allow representation from other major tenants of the Stadium;
- (j) use any funding received from the Government of Canada with respect to the Project to enhance the use, design or quality of the Project, and not to reduce the City's proportionate share of the cost of the Project;
- (k) immediately notify the Riders if the requirements of this Agreement cannot be met by it or if the ability of the City to continue the Project is in any way jeopardized; and
- (l) deliver reports to the Club as set out in Section 5.1 of this Agreement.

4.2 City Decision Making Authority

Notwithstanding the requirements set forth in Section 4.1 of this Agreement, the parties acknowledge that the City shall make all final decisions with respect to the design, procurement, and construction of the Project and shall be responsible for the cost of the Project as well as its ongoing maintenance and repair, it being understood that in no event will the Club be obliged to provide any funding in addition to the specific amounts provided for in this Agreement and in the Offer to Lease and Lease Agreement.

ARTICLE 5 – REPORTING REQUIREMENTS

5.1 Financial Reporting

The City shall provide the Club with reports as follows:

- (a) annual reports on the progress of the Project for the preceding fiscal year and a general plan for the following fiscal year;
- (b) a financial statement showing the detailed expenditures incurred by the City with respect to the Project for the preceding fiscal year in any form that may be required by the Club, acting reasonably;
- (c) a detailed accounting of amounts received by the City from all other sources with respect to the Project; and
- (d) periodic statements as to the status of the Project Loan, including the balance outstanding and amounts credited from time to time.

5.2 Project Reporting

The City shall submit to the Club such other reports with respect to the design, construction and management of the Project as the Club may, from time to time, reasonably require.

5.3 Reporting Format

The City shall provide the reports referred to in Sections 5.1 and 5.2 of this Agreement in a form mutually agreed upon by the Club and the City.

ARTICLE 6 – TERMINATION

6.1 Termination

- (a) Either party may terminate this Agreement, without cause, by giving the other party at least one hundred twenty (120) days written notice.
- (b) In the case of default by the City to comply with any of its obligations under Section 4.1 of this Agreement the Club may give notice thereof to the City. If the City fails to commence to remedy such default within sixty (60) days after the receipt of such notice and fails to diligently complete such remedy thereafter, the Club may, in addition to any other remedy that may be available in equity or at law, forthwith terminate this Agreement upon notice to the City.
- (c) The City may immediately terminate this Agreement upon written notice to the Club in the event that:
 - (i) the Club becomes bankrupt or insolvent or is so adjudged;
 - (ii) the Club makes a general assignment for the benefit of creditors;

- (iii) the Club becomes the subject of any law, direction or order respecting liquidation or winding-up; or
- (iv) the City is unable to enter into binding agreements with the Province in accordance with Sections 4.1(e) and 4.1(f) of this Agreement or in the event that such agreements are terminated.

6.2 Repayment Upon Termination

Upon termination of this Agreement, the City will immediately repay to the Club any amount on account of the Initial Contribution already paid to the City other than amounts which have been expended on the Project in accordance with this Agreement up to the effective date of the termination. Any amount owing under this paragraph shall be a debt due and owing by the City to the Club.

ARTICLE 7 – LIABILITY AND INDEMNITY

7.1 Non-Liability of the Club

The Club's responsibility and liability with respect to the Project to be provided by the City pursuant to this Agreement is limited solely to payment of the Initial Contribution and Post Completion Contribution to be made by the Club in accordance with the terms of this Agreement, and in the Offer to Lease and Lease Agreement.

7.2 Indemnification

The City will indemnify and save harmless the Club and any officer, delegate or employee of the Club from all actions, claims, demands, costs, and liabilities for injury to persons (including death) or loss of or damage to property occasioned wholly, or in part, by any act or omission of the City, its subcontractors, employees, or agents arising out of or relating to the performance of its obligations or duties under this Agreement, including any and all expenses, legal and otherwise, incurred in the defense of any claim or suit.

ARTICLE 8 – DISPUTE RESOLUTION

8.1 Dispute Resolution Process

The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement including in respect of this Agreement's existence, validity or termination (collectively, a "**Dispute**") through good faith, without prejudice negotiation between selected members of their respective senior management team commenced by delivery of a written and dated notice of a Dispute (a "**Dispute Notice**"). If the parties do not reach an agreement which finally disposes of the Dispute within sixty (60) days after the delivery of the first Dispute Notice, the Dispute shall be referred to binding arbitration as follows:

- (a) no arbitration proceeding shall be commenced after expiry of the time specified for commencement of actions or proceedings under the applicable statute of limitations;

- (b) the arbitration shall be conducted in accordance with *The Arbitration Act, 1992* (Saskatchewan) (the “**Arbitration Act**”). If there is a conflict between the provisions of this Agreement and the provisions of the Arbitration Act, the provisions of this Agreement shall prevail;
- (c) unless the parties otherwise agree in writing, the place of arbitration shall be Regina, Saskatchewan, and the arbitration proceedings shall be conducted in the English language;
- (d) the arbitration shall be the sole and exclusive forum for resolution of the Dispute and the award shall be final and binding. The parties agree that the award may be enforced in any jurisdiction in which either party does business or its assets are located;
- (e) unless the parties agree otherwise, there shall be a panel of three (3) arbitrators: one arbitrator appointed by each party and the third arbitrator (to be the panel Chair) appointed by the two arbitrators appointed by the parties. In the event either party fails to appoint an arbitrator or the two arbitrators appointed by the parties cannot agree on a third arbitrator to be panel Chair, the missing arbitrator(s) shall be appointed in accordance with the Arbitration Act;
- (f) except to the extent necessary to enforce this Agreement or as required by law, the parties, their respective employees, officers, directors, counsel, consultants, and expert witnesses shall keep confidential the fact of the arbitration proceeding, the arbitral award, all contemporaneous or historical documents exchanged or produced during the arbitration proceeding, and all memoranda, briefs and other documents prepared for the arbitration; and
- (g) costs of the arbitration shall be paid to the winning party unless otherwise ordered by the arbitration panel.

8.2 Scope of Arbitration Clause

For greater certainty, the parties agree that the following matters are, or are not, subject to arbitration under Section 8.1:

Section	Issue	Subject to Arbitration?
1.1 (w)	Change to Stadium Facility Fee	No
1.4	Revised Agreement	No
2.2	Agreement to Extend	No
3.6(a)	Terms of Lease Agreement	No
4.1(e)	Terms of Funding Agreement	No
4.1(f)	Terms of Loan Agreement	No
4.1(i)	Establishment of Oversight Committee	Yes
5.3	Form of Report	No

ARTICLE 9 – CONFIDENTIALITY

9.1 Protection of Confidential Information

- (a) The parties will keep strictly confidential all Confidential Information and ensure that its individual partners, employees, contractors, and agents only have access to the Confidential Information or other information as is strictly necessary for the performance of their particular role in performing the party's covenants under this Agreement.
- (b) The parties each agree that all Confidential Information shall at all times remain the property of the party that created it and that this Article 9 shall not apply to any information that a party is obligated to produce as a result of a court order or other legal requirement, provided that the party provides the other party with prior notice thereof and a reasonable opportunity to seek a protective order or other appropriate remedy.

9.2 Limitation

The Club acknowledges and agrees that the City is subject to *The Cities Act* (Saskatchewan) and *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) and that the City's obligations under Section 9.1 of this Agreement are limited by its public disclosure obligations under such legislation.

ARTICLE 10 - NOTICE

10.1 Notice

Any notice, document or other communication required or permitted to be given hereunder shall be in writing, and shall be delivered personally, by hand, by prepaid courier, by regular mail, or delivered by facsimile transmission to each of the parties at the address and/or facsimile transmission number for such party set out below, or to such other address in Canada as any party may in writing advise the other. Delivery by hand shall occur upon actual delivery, delivery by courier shall be deemed to occur on the date of delivery, delivery by regular mail shall be deemed to occur three (3) days after posting, and delivery by facsimile transmission shall be deemed to occur upon transmission.

The City of Regina
 Queen Elizabeth II Court
 2476 Victoria Avenue
 P.O. Box 1790
 Regina, Saskatchewan
 Canada S4P 3C8
 Attention: City Manager

Saskatchewan Roughrider Football Club Inc.
 Mosaic Stadium,
 1910 Piffles Taylor Way
 P.O. Box 1966

Regina, Saskatchewan
S4P 3E1
Attention: Chief Financial Officer

ARTICLE 11 – GENERAL

11.1 Entire Agreement

This Agreement and the schedules, together with all agreements and other documents to be delivered pursuant to this Agreement, constitute the entire agreement between the parties pertaining to the subject-matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and, except as stated, contain all of the representations and warranties of the respective parties. This Agreement may not be amended or modified in any respect, except by written instrument executed by the parties.

11.2 Time of Essence

Time shall be of the essence of this Agreement.

11.3 Restriction on Assignment

This Agreement shall enure to the benefit of the parties hereto and their respective successors, administrators and (permitted) assigns. Neither party may assign this Agreement without the prior written consent of the other, such consent to not be unreasonably withheld or delayed.

11.4 Further Assurances

The parties hereto shall and will at all times, and from time to time hereafter, and upon every reasonable written request so to do, make, do, execute, deliver, or cause to be made, done, executed, and delivered all such further acts, deeds, assurances, and things as may be required for more effectually implementing and carrying out the true intent and meaning of this Agreement.

11.5 Force Majeure

If either party shall be unable to carry out any obligation under this Agreement due to Force Majeure, this Agreement shall remain in effect, but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided that:

- (a) the non-performing party gives the other party written notice not later than forty-eight (48) hours after the occurrence of the Force Majeure describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and the expected duration of this disability, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure and the disability;
- (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; and

- (c) the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding any of the foregoing, the settlement of strikes, lockouts, and other labour disputes shall be entirely within the discretion of the affected party, and such party shall not be required to settle any strike, lockout or other labour dispute on terms which it deems inadvisable.

11.6 Survival

All representations, warranties and indemnities set out in this Agreement shall survive the termination or expiration of this Agreement.

11.7 Counterparts

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defence based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

The City of Regina

Per: _____

Name:

Title:

Saskatchewan Roughrider Football Club Inc.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

Schedule “A”**PROJECT DESCRIPTION**

The Stadium project is a 33,000 seat facility with a spectator roof which facilitates three season playing field utilization. The Stadium will replace Mosaic Stadium which is the current home of the Saskatchewan Roughriders. The cost is \$278 million of which \$73 million is from the City, \$25 million is from the Saskatchewan Roughriders, \$80 million is from the Province, and the remaining will be a \$100 million loan to the City from the Province, with the principal to be repaid primarily via a \$12 facility fee at Stadium events.

The conceptual design has been created through a collaborative process including various stakeholders and regulatory interests. The concept features:

- A modern and innovative design inspired by the prairie sky,
- A central location close to downtown and within the Evraz Place sports and entertainment complex, that will support amateur sport as well as a professional football team,
- New plaza and outdoor spaces for events,
- A sunken bowl design to accommodate 33,000 fans with the ability to expand for big events,
- A spectator roof designed to ensure a comfortable fan experience,
- The ability to add a retractable roof in the future,
- A variety of lounges and suites that can be used year-round, and
- A variety of modern fan amenities including individual seats with better views.

Several supporting studies have been completed and some are ongoing including a servicing study, transportation study, environmental assessments, geotechnical investigation, and a heritage study. Site preparation work is anticipated to begin in 2013, pending future Council approvals.

The procurement process will include a request for qualifications and request for proposals process that will extend into 2013, at which time a design and construction consortium will be selected to build the stadium. Construction is scheduled for completion in late 2016/early 2017.

OFFER TO LEASE

This Offer to Lease dated as of this ____ day of January, 2013.

BETWEEN

SASKATCHEWAN ROUGHRIDER FOOTBALL CLUB INC., a
non-profit corporation established pursuant to the laws of the Province of
Saskatchewan (hereinafter referred to as the "**Club**")

AND:

THE CITY OF REGINA, a municipal corporation governed by the laws
of the Province of Saskatchewan (hereinafter referred to as the "**City**")

WHEREAS:

- A. The City is the registered owner of the lands municipally known as the City of Regina Exhibition Grounds and legally described as:

Surface Parcel #109467984
Blk/Par H, Plan 14513, Extension 0
as described on Certificate of Title 95R31482(1);

(hereinafter such lands and buildings are referred to as the "**Lands**");

- B. The City will be constructing a stadium and other related facilities and amenities on the Premises as part of the "Regina Revitalization Initiative" (the "**Stadium**");
- C. It is intended that the Club will be a primary tenant of the Stadium and the Stadium will be the "home field" of the Club where it will play its home games;
- D. Determination of what improvements and amenities will be provided to the Club and which portions of the Stadium will be leased to the Club (the "**Leased Premises**") cannot be completed until the design of the Stadium is finalized and contracts are awarded for construction of the Stadium;
- E. The Club wishes to indicate its commitment by making this Offer to Lease subject to the terms and conditions hereinafter set forth;

NOW THEREFORE THIS OFFER TO LEASE WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein and other good and valuable consideration now paid and delivered by each party hereto to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the parties hereby

agree as follows:

1. Leased Premises

The City and the Club each agree that:

- (a) The final size, configuration and location of the Leased Premises shall be determined as part of the design process for the Stadium, in which the Club will be permitted to participate, but the parties anticipate that the gross leasable area of the Leased Premises will be approximately 67,000 sq ft.;
- (b) The Leased Premises shall be exclusively occupied by the Club and may be used for its operations including but not limited to:
 - a. Administrative, business and coaching offices,
 - b. the Club's team dressing room, weight room, physiotherapy room, therapist's office and film room;
 - c. retail sales outlet,
 - d. Club storage areas; and
 - e. certain parking space for the exclusive use of the Club.
- (c) In addition to exclusive use of the Leased Premises, the Club will be granted the right to joint use of common areas and to hold the following events ("**Events**") using the relevant facilities at the Stadium:
 - a. Practice sessions and training camps;
 - b. Regular season CFL home games;
 - c. CFL Home playoff games;
 - d. CFL Grey Cup Games; and
 - e. Other events as to be agreed.

2. Lease Term

The term of the Lease (the "**Term**") shall be thirty calendar (30) years and shall commence on the date that the Leased Premises are available for occupancy and substantial completion of construction of the Stadium has occurred (it is recognized that the first year of the lease may be a partial calendar year as a consequence thereof).

3. Rent

The Lease shall be a gross lease and the rent to be paid during the Term for the Leased Premises and the right to hold Events, the gross sum of \$1,500,000 per calendar year (adjusted proportionately for the first year if it is a partial year). The Club shall be entitled to no tenant's allowance for tenant's improvements.

4. Naming and Sponsorship Rights and Stadium Operations

The City grants the Club the exclusive and complete right to market for the benefit of the Club all naming rights and sponsorship rights associated with the Stadium or the Lands, in accordance with the terms and conditions of the Memorandum of Agreement between REAL and the Club dated as of November 1, 2012 and attached as Schedule “A” to this Offer to Lease. In consideration for the exclusive and complete right to market all naming and sponsorship rights associated with the Stadium, the Club agrees to pay the City, as additional rent, \$500,000.00 annually during the Term.

If the Club enters into any agreements for sale of any such rights prior to execution of the Lease, the Club will ensure that any agreement with the purchaser of such rights, is subject to compliance with any restrictions or requirements on such rights that may be subsequently provided for in the Lease.

Except for the marketing of suites, naming rights and sponsorship rights, which will be conducted by the Club, the City intends to delegate management and operation of the Stadium to the Regina Exhibition Association Limited (“REAL”). Under an agreement to be entered into, governance over Stadium operations will be conducted through a Stadium Oversight Committee consisting of members of the City, the Club, REAL and any other representatives as may be appropriate from time to time to allow representation from major tenants of the Stadium, which will establish an annual operating plan, maintenance plan and budget.

5. Construction of Leased Premises

The City shall oversee the procurement process and ultimate construction of the Stadium.

6. Conditions Precedent

This Offer to Lease, and the Lease if applicable, are subject to satisfaction, or waiver by both parties of the following mutual conditions precedent:

- (a) Completion of the design process, satisfactory to both parties, and agreement of both parties to finalize the description of the Leased Premises on or before Dec 31, 2014;
- (b) Award of contracts to construct the Stadium on or before June 30, 2015;
- (c) Approval by the Club’s Board of Directors and City Council of the Lease and the execution of the Lease on or before June 30, 2016; and
- (d) Execution of an agreement between the Club, the City and REAL to constitute the Stadium Oversight Committee on or before December 31, 2016.

7. Formal Agreement

The parties shall proceed in good faith with reasonable diligence towards the negotiation

of a formal lease agreement with the intention that the formal lease (the “**Lease**”) will be signed by/before June 30, 2016 and take effect upon award of contracts to build the Stadium agreed to, such agreement to be prepared in accordance with the guidelines set forth in this Offer to Lease and in a form as is may be mutually acceptable to each of the City and the Club, each acting reasonably. For greater certainty, nothing in this Offer to Lease is intended to restrict the discretion of City Council or the Club’s Board of Directors when considering the form of Lease submitted for approval.

8. Terms of the formal Lease

The City and the Club agree the formal Lease:

(a) to the extent applicable, will incorporate the operating model, sponsorship rights and provisions in accordance with the terms and conditions of the Memorandum of Agreement between REAL and the Club dated as of November 1, 2012 and attached as Schedule “A” to this Offer to Lease.

(b) will contain provisions that the Leased Premises are provided to the Club “as-is” and the Club shall, at its sole cost and expense and subject to the prior consent of the City, which consent shall not be unreasonably withheld or delayed, complete all improvements to the Leased Premises as may be required by the Club. All work completed by the Club shall be done in a good and workmanlike manner and in accordance with all applicable laws and requirements of all authorities having jurisdiction.

(c) will contain a provisions providing for the periodic adjustment of the rent payable to reflect inflation.

(d) the Club agrees that prior to the commencement date of the Lease, the Club shall, at its sole cost and expense, obtain all risks replacement cost insurance upon the Leased Premises, such insurance coverage shall include but not be limited to:

(a) General Liability Insurance in a form and amounts acceptable to the City, such policy to have not less than \$5,000,000 per occurrence and to include the following provisions or endorsements:

- (i) the City of Regina shall be named as an Additional Insured Party;
- (ii) a waiver of rights of subrogation of the Insurer against all named Insureds and Additional Insureds;
- (iii) cross-liability coverage;
- (iv) blanket contractual liability coverage;
- (v) host liquor liability coverage;
- (vi) a requirement for 30 days notice to each Insured Party prior to cancellation of the coverage, in whole or part, in respect of any Named Insured.

(b) Tenants' legal liability insurance in a form and in amounts satisfactory to the City but not in any event in an amount less than \$500,000; and

(c) All Risk Property Insurance for property of every description and kind, including all betterments and improvements made by or on behalf of the Club to the Premises and keep them insured for the benefit of the City and the Club against loss, damage or destruction by fire and other perils, hazards and risks, usually carried by persons carrying on operations similar to that of the Club, with one or more insurance companies approved by the City and licensed to do business in Canada, as the Club may elect, in an amount equal to the replacement value of the Premises and to produce to the City for inspection and retention of the City a certificate from the insuring agents or the original copy of every policy of insurance or other appropriate evidence of insurance satisfactory to the City. In the event of cancellation the Club shall secure replacement insurance in accordance with the requirements of this section.

9. General

(a) Time. Time will be of the essence of this Offer to Lease and will remain of the essence notwithstanding the extension of any of the dates hereunder.

(b) No Waiver. No failure or delay on the part of any party in exercising any right, power or privilege under this Offer to Lease will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, any party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Offer to Lease or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

(c) Severability. If any provision of this Offer to Lease or any part hereof is determined to be invalid it will be severable and severed from this Offer to Lease and the remainder of this Offer to Lease will be construed as if such invalid provision or part had been deleted from this Offer to Lease.

(d) Further Agreements. The parties acknowledge that this Offer to Lease is binding on the parties and creates legal obligations between them. The parties further agree that they will in good faith use commercially reasonable efforts to enter into formal agreement(s) as may be required to reflect their intentions, as they may evolve.

(e) Counterparts. This Offer to Lease may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence

only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the day and year first above written, and only one of which need be produced for any purpose. This Offer to Lease may be executed by the parties and transmitted by facsimile and if so executed and transmitted this Offer to Lease will be for all purposes as effective as if the parties had delivered an executed original Offer to Lease.

(f) Enurement. This Offer to Lease shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

(g) Assignment. Neither this Offer to lease nor any rights or obligations under it shall be assignable by either party without the prior written consent of the other party, such consent not to be unreasonably withheld.

(h) Headings and descriptions. The headings and marginal descriptions of all articles, sections and other paragraphs are inserted for convenience of reference only and shall not affect the construction or interpretation of this Offer to Lease.

(i) Sections, Etc. Recitals, Sections, Articles, Appendices or Schedules, unless otherwise indicated, shall be construed as references to the Recitals, Sections, Articles, Appendices and Schedules of and to this Offer to Lease, as the case may be. The provisions of each Schedule and Appendix shall constitute provisions of this Offer to Lease as though repeated at length herein.

(j) Reference to Agreement. “This Offer to Lease”, “herein”, “hereof”, “hereby”, “hereto”, “hereunder” and similar expressions refer to this Offer to Lease and not to any particular article, section or other provision hereof, and include any and every amendment restatement, replacement, variation, supplement or novation hereof.

(k) Gender and number. Words importing the singular include the plural and vice versa. Words importing gender include all genders.

(l) Applicable law. This Offer to Lease shall be governed by and construed in accordance with the laws of the City of Regina, the laws of the Province of Saskatchewan, and the laws of Canada applicable therein and shall be treated, in all respects, as a Saskatchewan contract. Each of the parties hereby irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan.

IN WITNESS WHEREOF this Offer to Lease has been executed by the parties to it as of the day, month and year first written.

SASKATCHEWAN ROUGHRIDERS FOOTBALL CLUB INC.

Per: _____

Name:

Title:

THE CITY OF REGINA

Per:_____

Name:

Title:

Schedule “A”

Memorandum of Agreement between The Regina Exhibition Association Limited and The
Saskatchewan Roughrider Football Club Inc. dated as of November 1, 2012

As attached

Good evening, Mayor and Council,

My name is Jim Elliott.

My concerns respecting the Request for Qualifications Criteria is the part of the qualifications that aren't necessarily related to simply building the stadium per se, although some of it does relate to this and more related to what is missing from the Request for Qualifications.

My concerns, when the City of Regina is looking for contractors through this Request for Qualifications is not including the following shortfalls or risks that the contractor may need to address. And thereby, without asking the questions and getting the response, I believe the City of Regina might not get the best qualified. I believe these as credible and plausible problems that could arise and therefore the City of Regina should do its utmost to make sure of everything in its powers and reduce the risks of being left with a very expensive white elephant that will unnecessarily burden this city and its taxpayers for years to come.

In light of the current labour shortages in many fields, the City of Regina should have the contractors indicate where and how successful the contractor has been to fulfill or exceed the complement of skilled labour for current or past projects. In this city and in others, there have been significant shortages of labour and skills. Are we going to have to steal from Peter to pay Paul with this project?

In light of the current labour shortages in many fields, the City of Regina should have the contractors indicate where their principle labour pool will be for this project. Is most of the labour going to be shipped in from overseas with limited opportunity for local employment or local capacity building or will there be efforts made for local employment? And if so, what do they see as the impact of this on other construction in this city and province? Again, are we going to steal from Peter (Saskatoon) to pay Paul (Regina)?

In light of the current rental vacancies in the City of Regina, the City of Regina should have the contractors indicate how the contractor will fulfill housing requirements prior and during the project construction. As this will be a significant influx of workers, where are they anticipating housing them while the construction occurs? Are they going to be housed here, in camps or other cities and towns around the City? And if they are being put in

hotels, how do they see this impacting other industries like tourism and other events?

Under the raising financing section, the City of Regina should have the contractor indicated what expertise has the contractor had when dealing with large scale human resource management and/or material shortages or delays and inclement weather delays. As indicated previously, and a few projects come to mind, we have weather and other situations that could put this project in jeopardy. Has the contractor dealt with similar situations and what was the outcome?

And following up on a previous concern, what will the City of Regina do if it gets less than adequate interest in the bid for this project? Are we going to be going ahead with this project if only one qualifies, two or perhaps three? What is the optimal minimum of qualified contractors in this project?

With these and other risks, I still believe this current project should be put on hold while a full up to date complete reassessment of the option to rejuvenate Mosaic Stadium should be completed. I believe it will be seen as more viable and appropriate for the City of Regina and the Saskatchewan Roughriders.

Respectfully submitted,

Jim Elliott

January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: Regina Revitalization Initiative (RRI) Stadium Project - Request for Qualifications
Evaluation Criteria

RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- JANUARY 16, 2013

1. That the Administration issue a Request for Qualifications (RFQ) for the RRI Stadium Project using the evaluation criteria as attached in Appendix A.
2. That the Deputy City Manager of Corporate Services be authorized to award an opportunity to participate in the Request for Proposals (RFP) process for the RRI Stadium Project to the three (3) successful proponents identified by the RFQ.

EXECUTIVE COMMITTEE – JANUARY 16, 2013

The following addressed the Committee:

Mr. Chad Novak, representing the Saskatchewan Taxpayer's Advocacy Group; and
Ms. Lisa McIntyre, representing the Regina and District Chamber of Commerce

The Committee adopted a resolution to concur in the recommendation contained in the report.
Recommendation #3 does not require City Council approval.

Mayor Michael Fougere, Councillors: Sharron Bryce, Bryon Burnett, John Findura, Jerry Flegel, Shawn Fraser, Bob Hawkins, Terry Hincks, Wade Murray, Mike O'Donnell and Barbara Young were present during consideration of this report by the Executive Committee.

The Executive Committee, at its meeting held on January 16, 2013, considered the following report from the Administration:

RECOMMENDATION

1. That the Administration issue a Request for Qualifications (RFQ) for the RRI Stadium Project using the evaluation criteria as attached in Appendix A.
2. That the Deputy City Manager of Corporate Services be authorized to award an opportunity to participate in the Request for Proposals (RFP) process for the RRI Stadium Project to the three (3) successful proponents identified by the RFQ.
3. That this report be forwarded to the January 28, 2013 City Council meeting for consideration.

CONCLUSION

The purpose of this report is for City Council to approve the RFQ evaluation criteria and to allow Administration to proceed with the release of the RFQ documents and completion of the RFQ process. The RFQ process will result in three proponents being selected to participate in the Request for Proposal (RFP) of the Stadium Project. After the RFQ process, an RFP process will be initiated to choose one of the shortlisted proponents to proceed with construction.

The evaluation criteria in the RFQ will determine which three proponents are selected to participate in the RFP. The evaluation criteria consists of evaluation of the Proponent Team, Design Capability and Experience, Construction Capability and Experience, and Financial and Financing Information.

The RFP evaluation criteria will be presented to City Council for approval in a future report in 2013, prior to initiating the RFP process.

BACKGROUND

At the September 17, 2012 City Council meeting, City Council approved the recommendation “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.” This report addresses City Council’s requirements related to the initiation of the RFQ process.

The RFQ Evaluation Criteria has been approved by the Stadium Funding Committee which includes the Province of Saskatchewan, the City of Regina and the Saskatchewan Roughriders Football Club.

DISCUSSION

The purpose of this report is for City Council to approve the RFQ evaluation criteria and to allow Administration to proceed with the release of the RFQ documents. The RFQ process will result in three proponents being selected to participate in the RFP of the Stadium Project. After the RFQ process, an RFP process will choose one of these proponents to proceed with construction. The RFP evaluation criteria will be presented to City Council for approval in a future report in 2013.

A Stadium Procurement Sub-Committee was created to develop the RFQ and RFP documents. The Procurement Sub-Committee is comprised of City of Regina staff, the Project Manager, the Owner Engineer and Architectural Advisor, the Financial and Business Advisor, and members of the Regina Exhibition Association Ltd., the Saskatchewan Roughriders Football Club, and external legal and financial advisors. The Procurement Sub-Committee developed the attached RFQ evaluation criteria (Appendix A) for Council’s approval. The RFQ evaluation criteria consists of the following main categories:

Proponent Team

- 1) Team members
- 2) Team organization and responsibilities
- 3) Management approach
- 4) Comparable project experience

Design Capability and Experience

- 1) Design team
- 2) Comparable design experience
- 3) Design approach

Construction Capability and Experience

- 1) Construction team – general contractor
- 2) Comparable construction experience
- 3) Construction capacity – general contractor
- 4) Construction approach

Financial and Financing Information

- 1) Financial statements
- 2) Plan to demonstrate ability to finance
- 3) Firm and individual experience in raising financing

The RFQ evaluation team consists of individuals with a wide range of expertise that is required for a project of this nature and magnitude. The team is as follows:

City of Regina – up to 5 representatives
Saskatchewan Roughriders Football Club – 2 representatives
Regina Exhibition Association Limited – 2 representatives
ZW Group/PC Sports – 2 representatives
Mott MacDonald/Pattern Design/P3 Architecture – up to 3 representatives
Deloitte LLP – 1 representative

The proponent submissions will be reviewed to determine whether they are compliant with the submission requirements. The RRI-Stadium Evaluation Team will evaluate and rank the compliant submissions in accordance with the Evaluation Criteria. The top three proponents at the end of the evaluation will be invited to participate in the RFP process.

The City has contracted P1 Consulting as their Fairness Advisor to monitor and ensure fairness is conducted throughout the RRI Stadium Project procurement process.

RECOMMENDATION IMPLICATIONS

Financial Implications

There are no financial implications directly related to this report. The financial implications of the Stadium Project will be addressed in separate reports.

Environmental Implications

None related to this report.

Strategic Implications

An RFQ approach, with well defined evaluation criteria, allows the City to pre-qualify proponents that are considered to be superior in their team, capabilities and experience prior to the release of the RFP. The successful RFQ proponents will be eligible to participate in the RFP where each proponent will be invited to submit proposals to design, build and provide substantial interim financing of the project during construction of the Stadium Project.

P1 Consulting has been contracted as the City's Fairness Advisor to monitor and provide fairness throughout the RRI Stadium Project procurement process. The fairness advisor will review confidentiality and conflict of interest for all parties participating either directly or indirectly in the RFQ and RFP procurement process.

Other Implications

None related to this report.

Accessibility Implications

None related to this report.

COMMUNICATIONS

The Request for Qualifications document will be released to the public via various methods such as SaskTenders.

DELEGATED AUTHORITY

The recommendations in this report require City Council approval.

Respectfully submitted,

EXECUTIVE COMMITTEE



Joni Swidnicki, Secretary

SECTION 4 – SUBMISSION REQUIREMENTS AND RFQ EVALUATION CRITERIA**Request for Qualification (RFQ Stage)**

The RFQ Stage precedes the RFP process and is intended to identify the three (3) Pre-Qualified parties (Proponents) that are eligible to participate in the RFP Process. The Pre-Qualified parties will be invited to submit proposals to design, build, and finance the Stadium Project.

A. Proponent Team
Team Members (5 pages)
<ul style="list-style-type: none"> a) Proponents are to provide a description of the overall team (consortium) and structure identifying all Team Members (i.e. company name) including: <ul style="list-style-type: none"> i. Design Team, ii. Construction Team, and iii. Finance Team. b) Provide examples of Team Member's experience working together as part of a consortium. c) Provide the contact information for the main contact for the Proponent Lead and contact information for the key individual in each Team Member.
Team Organization and Responsibilities (5 pages)
<ul style="list-style-type: none"> a) Proponents are to provide a detailed organization chart that clearly defines each Team Member's roles, responsibilities, and authority. b) Description of the proposed risk allocation in each of the risk categories below between the Team Members in the structure identified above. <ul style="list-style-type: none"> i. Design ii. Schedule iii. Finance

Management Approach (10 pages)

Provide details on each of the following items:

- a) Proponent's approach to the Project that will ensure effective integration of design and construction.
- b) How the Proponent will liaise with the City, the City's Advisors, and other key stakeholders.
- c) How the Proponent will coordinate with the the City, the City's Advisors, and other key stakeholders.
- d) Indicate the key success factors of other projects in which Team Members have worked together.
- e) Describe proposed contractual relationship between Prime Members of the Proponent.
- f) Describe tools and techniques that you have successfully used on previous projects.

Comparable Project Experience (3 pages per Project)

- a) Provide a minimum of three (3) and maximum of five (5) project examples completed or under construction in the past ten (10) years demonstrating the Proponent's past experience and capability relevant to the nature and scope of this Project. Relevant projects should ideally include some or all of the following; P3 procured, stadia and sports facilities, similar in value.
- b) Examples must, at a minimum, include the following information:
 - i. project description;
 - ii. project location;
 - iii. project size, in m²;
 - iv. estimated capital cost;
 - v. final capital cost and reasons for difference from Item iv;
 - vi. start date;
 - vii. completion date – proposed, actual, and reason for difference;
 - viii. procurement method;
 - ix. relevant challenges to this project; and
 - x. references including current contact details.

B. Design Capability and Experience

Design Team (10 Pages plus resumes)

- a) List all design / advisory disciplines proposed and role of firms responsible.
- b) Locations of all firms.
- c) Organizational structure of design firms showing all disciplines, including key staff for those firms with principal roles (e.g. Architecture, Structural, MEP, Acoustics, Fire Engineering/Code compliance).
- d) Provide resumes for each individual identified in the organization chart (2 pages per resume).
- e) For each identified key staff, indicate the following:
 - i. Relevant qualifications;
 - ii. 1 – 3 projects relevant to this project; and
 - iii. Role and anticipated estimated % time commitment during RFP, Design, and Construction phases on this Project.

Comparable Design Experience (20 Pages)

- a) For each design firm, provide the following in relation to most relevant projects, and a client contact for items i-iii:
 - i. Up to 3 projects completed in Canada within last 10 years
 - ii. Up to 3 projects completed internationally within last 10 years
 - iii. Up to 3 projects completed with Proponent within last 10 years
 - iv. Total number of stadium projects
- b) Provide up to 3 examples of projects where the Proponent has used design expertise to provide innovation with respect to functionality, operations, maintenance, and revenue, describing the innovations implemented.
- c) Provide up to 3 examples of projects where the Proponent has used design expertise to reduce capital costs, while maintaining operational, functional, quality, maintainability, and revenues of owners brief and/or reference design, describing the innovations implemented.
- d) Experience that highlights experience of the proposed design firms working with each other is preferred.

Design Approach (10 Pages)

Describe the following, with relevance to this Project:

- a) How the design team will liaise with the Proponent, the Province, the Saskatchewan Roughriders, and the City's Advisors;
- b) The process of design and general co-ordination between the proposed design firms;
- c) How construction costs will be monitored and reported during the design phase;
- d) Methodology of liaison with third party stakeholders such as utilities and building control;
- e) Approach to PSOS "requirements" verses "guidance";
- f) Performance based design, particularly code compliance, including examples;
- g) Designing to address long term maintenance;
- h) Designing to address long term operational flexibility; and
- i) Use of Building Integration Management Systems (BIMS).

C. Construction Capability and Experience

Construction Team – General Contractor (10 Pages + resumes)

- a) Provide a detailed organization chart identifying Key Individuals of the Construction Team.
- b) Provide roles and responsibilities for each individual identified in the organization chart.
- c) Provide resumes for each individual identified in the organization chart.
- d) Provide names of potential suppliers for the following, including any self-performance (this is not intended to commit the Proponent at this stage):
 - i. Steel
 - ii. Concrete
 - iii. Façade
 - iv. Mechanical
 - v. Electrical

Comparable Construction Experience (10 Pages)

- a) The Construction Team must provide a maximum of three (3) projects which demonstrate relevant experience.
- b) Each project identified in a) must include at least three (3) Key Individuals proposed for this Project and their role for that project. If the relevant projects are not the same as those provided under Section A "Comparable Project Experience" provide the same level of information as requested in Section A for each project. Key individuals must include as a minimum:
 - i. Senior Project / Construction Manager
 - ii. Senior Site Superintendent
- c) For each Key Individual, provide the role and % time commitment on each project identified above.
- d) Provide client contact for each project identified.

Construction Capacity – General Contractor (3 Pages)

- a) For the Key Individuals identified in the organizational chart, list the projects with which they are currently involved and the anticipated completion dates.

Construction Approach (10 Pages)

Provide details on each of the following items:

- a) How the Construction Team and its members will be integrated and coordinated with the other Team Members, the City, the City's Advisors, the Saskatchewan Roughriders, and the Province.
- b) Approach to fast-tracking the Project schedule, including methods of construction that could yield time savings specific to this Project.
- c) Approach to general coordination of all major disciplines. Demonstrate how the work among various trades will be coordinated to avoid on-site conflict.
- d) Approach to the use of BIM in the construction process, post-construction, and handover to the City as an FM tool.
- e) Approach to coordination of City supplied furniture, fixtures, and equipment and the methodology that these requirements can be integrated into the Project.
- f) Integration with other work such as:
 - i. Catering equipment fitout
 - ii. Client fit-out (e.g. locker rooms)
 - iii. Video boards installation
 - iv. Field installation
 - v. Sponsorship opportunities materialising during construction that may result in discounts on equipment or similar

D. Financial Capability and Financing Information

Financial Statements

Demonstrate the financial capacity of the Prime Member, and any Equity Member, by providing the following:

- a) Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years;
- b) If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided;
- c) Details of any material off-balance sheet financing arrangements currently in place;
- d) Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;
- e) Details of any credit rating; and
- f) Details of any bankruptcy, insolvency, company creditor arrangement, or other insolvency litigation in the last three fiscal years. List any other ongoing litigation.

Each Prime Member and any Equity Member may provide the information requested in sections a) through f) above in a sealed confidential manner with this RFQ response.

For entities where the accounts provided are for a parent company rather than the entity identified in Appendix C, please provide evidence of the parent company's willingness to provide a guarantee in respect of the entity.

Plan to Demonstrate Ability to Finance (2 pages maximum)

Respondents are to provide a financing plan for the Project assuming milestone payments with a significant holdback period which would require substantial capacity to finance during the construction cycle and that the milestone payment cycle will be determined as part of the RFP process. In order to assess this capacity, respondents are requested to provide a financing plan assuming a Substantial Completion payment only as the timing and magnitude of milestone payments will vary during the life of the construction cycle.

- a) Indicate the Team Member responsible for the overall financing. Where the Team Members may not be fully formed, provide a clear plan demonstrating how the additional Team Members will be resourced. Additionally, provide any pertinent information regarding the intended organization, management, and coordination

of the Financing Team Members.

- b) Describe your approach for financing of the Project, having specific regard to:
- i. anticipated financing sources for debt and equity;
 - ii. potential financing issues, your experience, and your plan in dealing with these issues;
 - iii. any specifically contemplated innovative approaches to financing of the Project; and
 - iv. any specifically contemplated alternatives to your financing plan.

Note: If the Respondent plans to use internally generated funds to finance this project, please respond accordingly only to points (i to iv above) that are relevant to your financing solution. We recognize that not all points will be relevant and therefore may be omitted from response.

- c) Describe the flexibility of your financing plan to handle milestone payments during construction.

Firm and Individual Experience in Raising Financing (3 pages maximum)

- a) For each member of the Financing Team, please provide the following information for a maximum of three (3) past projects:
- i. Past project name and description;
 - ii. Client reference (client name, contact name, phone number, fax, e-mail);
 - iii. Type and amount of financing raised (include capital structure, any innovations, or variations from the normal financing);
 - iv. Date of financial close;
 - v. Role of team member on past project; and
 - vi. Names of financing lead team members on past project.
- b) For each Key Individual of the Financing Team, please provide the following information:
- i. Key Individual name;
 - ii. Employing financing Team Member;
 - iii. Key Individual role in Project;
 - iv. Key Individual years of related experience;
 - v. Selected past project name and description (three (3) projects maximum);
 - vi. Type and amount of financing raised (include capital structure and any innovative features);

- | |
|---|
| <ul style="list-style-type: none">vii. Role of Key Individual on past project; andviii. Client reference (client name, contact name, phone number, fax, e-mail). |
|---|

January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: Regina Revitalization Initiative (RRI) - Additional Canadian Pacific Railway ("CP") Land Purchases

**RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- JANUARY 16, 2013**

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 agreement 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 \$770,000 be transferred from the General Fund Reserve to support the deposit and balance of the purchase price for the purchase of the "North Railway Lands" (0.89 Acres; Lot 3, Block A Plan 95R22044).
4. That \$734,000 be transferred from the General Fund Reserve to support the deposit and balance of the purchase price for the purchase of the "Elphinstone Lands" (4.895 Acres; Being a portion of NW Section 24-17-20 W2, Ext.1).

EXECUTIVE COMMITTEE – JANUARY 16, 2013

The following addressed the Committee:

Mr. Chad Novak, representing the Saskatchewan Taxpayer's Advocacy Group; and
Ms. Lisa McIntyre, representing the Regina and District Chamber of Commerce

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

Mayor Michael Fougere, Councillors: Sharron Bryce, Bryon Burnett, John Findura, Jerry Flegel, Shawn Fraser, Bob Hawkins, Terry Hincks, Wade Murray, Mike O'Donnell and Barbara Young were present during consideration of this report by the Executive Committee.

The Executive Committee, at its meeting held on January 16, 2013, 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 agreement 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 \$770,000 be transferred from the General Fund Reserve to support the deposit and balance of the purchase price for the purchase of the “North Railway Lands” (0.89 Acres; Lot 3, Block A Plan 95R22044).
4. That \$734,000 be transferred from the General Fund Reserve to support the deposit and balance of the purchase price for the purchase of the “Elphinstone Lands” (4.895 Acres; Being a portion of NW Section 24-17-20 W2, Ext.1).

CONCLUSION

City Administration has finalized a deal to purchase 0.89 acres of the CP lands at the intersection of Albert St. and North Railway St. (North Railway Lands), and 4.895 acres west of Elphinstone along the southern edge of Evraz Place (Elphinstone Lands). The North Railway Lands have an appraisal value and purchase price of \$770,000, and the Elphinstone Lands have an appraisal value and purchase price of \$734,000.

The North Railway Lands would be purchased in order to support the development of the Taylor Field Neighbourhood project, resulting in a new mixed-use neighbourhood following the decommissioning of Mosaic Stadium. The Elphinstone Lands would be purchased in order to support the long-term development of Evraz Place and as part of the Stadium project will be used to provide a utility easement corridor as well as supplemental surface parking and maintenance space.

Environmental assessments of the lands identified some potential environmental remediation related to a 450L oil spill on the Elphinstone Lands, but this risk is manageable based on the future uses of the land. The North Railway Lands have a low environmental risk, and are not expected to require any remediation.

The ability to own and control the development and use of these lands is considered to be a strategic land purchase for the City. The purchase of these lands will assist the City in achieving its objectives for RRI and the related developments within these areas.

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 resulted in the City agreeing to purchase 17.39 acres of land along Dewdney Avenue to support the Railyard Renewal Project. As part of the discussions with CP to purchase the lands along Dewdney Avenue, two additional sites were identified as possible land purchase opportunities, which could support the Taylor Field Neighbourhood Project and the Stadium Project. City Administration has worked with CP to determine the potential terms of a land purchase for these two parcels. This report summarizes the key terms of each land purchase and the related City considerations.

DISCUSSION

As the City continues to pursue City Council's Vision for the Regina Revitalization Initiative, the purchase of two land parcels has been negotiated. The first parcel is 0.89 acres at the intersection of Albert St. and North Railway St. This parcel supports the development of a new neighbourhood as part of the Taylor Field Neighbourhood project, and would allow the City to control all the development of these lands connecting this new neighbourhood to the downtown. A second land purchase that has been negotiated is for 4.895 acres of land between Elphinstone St. and Lewvan Drive., bordering the south edge of Evraz Place lands. The details of these potential purchases are detailed below.

North Railway Lands

The purchase and development of the North Railway Lands supports the development of a mixed use neighbourhood on the current site of Mosaic Stadium, as part of the Taylor Field Neighbourhood Project. The purchase of this site allows the City to control the development of approximately 21 acres of land between Albert St. and Elphinstone St.

The development of an Offer/Purchase and Sale Agreement (PSA) between the City of Regina and CP has been completed to support the purchase of these lands. The North Railway Lands PSA is attached to this report as Appendix A. A summary of the key terms is as follows:

Summary of Key Agreement Terms

1. 0.89 acres of land are being purchased along North Railway St., at the intersection of Albert St.
2. The land purchase price is \$770,000 with a 10% deposit of \$77,000 on signing;
3. Balance of purchase price will be paid at financial close on February 1, 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 required to ensure no drainage issues are created as part of the redevelopment of these lands, and that the normal adjacent railway requirements are met (i.e. sightlines and fencing).

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. On a market value basis, the land was valued at \$770,000, which is the purchase price identified in the PSA.

Environmental Assessment/Condition

The City engaged Clifton Associates Ltd. (“Clifton”) to complete a Phase I Environmental Site Assessment of the North Railway Lands (Lot 3). The Environmental Site Assessment is attached as Appendix B. Based on the conclusions pertaining to the 0.89 acres parcel being purchased, Lot 3 has a low risk of environmental impact based on the past land uses of the site, thus no significant environmental issues. As a result of this conclusion, a Phase II Environmental Site Assessment will not be pursued prior to completing the land purchase of Lot 3, and no environmental remediation costs have been planned for the site.

The adjacent lands to the east (Lots 1 & 2) will require further investigation through a Phase II Environmental Site Assessment and will likely require some remediation work prior to initiating the Taylor Field Neighbourhood Development. These additional lands are already owned by the City. Future environmental investigation and remediation work in this area will be undertaken as part of the planning and preparation for the Taylor Field Neighbourhood Project in the coming years.

Other Considerations

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 once Mosaic Stadium is decommissioned. 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.

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.

Elphinstone Lands

The purchase and development of the Elphinstone Lands support the ongoing development of the Stadium Project and the future uses within Evraz Place. Primarily these lands will be allocated to support the necessary utility easements, as well as allowing for additional parking and maintenance uses.

The development of an Offer/Purchase and Sale Agreement (PSA) between the City of Regina and CP has been negotiated to support the purchase of these lands. The form of the Elphinstone Lands PSA is attached to this report as Appendix A. A summary of the key terms is as follows:

Summary of Key Agreement Terms

1. 4.895 acres of land are being purchased along the southern edge of Evraz Place between Elphinstone Street and Lewvan Drive
2. The land purchase price is \$734,000 with a 10% deposit of \$73,400 on signing;
3. Balance of purchase price will be paid at financial close on March 29, 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 required to ensure no drainage issues are created as part of the use/redevelopment of these lands, and that the normal adjacent railway requirements are met (i.e. sightlines and fencing);
6. The purchase is conditional on approval of a subdivision application to create the relevant land parcel.

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. On a market value basis, the land was valued at \$734,000, which is the purchase price identified in the PSA.

Environmental Assessment/Condition

The City engaged Clifton to complete a Phase I Environmental Site Assessment of the Elphinstone Lands (Appendix C). The environmental assessment of the 4.895 acres identified a moderate risk for the City, based on the historical uses of the site. This environmental risk results primarily from a 450L oil spill on the site in 1999.

While there is the potential for some environmental impacts resulting from the oil spill, this land is intended primarily as a utility easement and to provide additional parking. Based on the required future uses, the environmental risk is manageable, and should not negatively impact the purchase of the lands. The City may undertake a Phase II Environmental Site Assessment of the potentially impacted area to determine any future remediation work that may be required based on the future use of the lands.

Other Considerations

The agreement is conditional on approval of a subdivision application to create the relevant land parcel. The subdivision process has already commenced and is not anticipated to be complex. Based on the type of subdivision required, only administrative approval is needed and the subdivision will not go to City Council for approval. The City expects that the March 29, 2013 closing date will allow sufficient time for the subdivision application to be processed and approved.

While the new stadium can be built without the purchase of these lands, this purchase has been pursued as it is expected to benefit the long-term operations at Evraz Place, and strategic to the lands the City owns within the area.

RECOMMENDATION IMPLICATIONS

Financial Implications

The allocation of up to \$1.504 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 \$22.2 million, which is above its recommended minimum balance of \$15.6 million or 5% of revenue.

The funds required to service and redevelop the Taylor Field Neighbourhood 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.

Environmental Implications

The City engaged Clifton to complete a Phase I Environmental Assessment of both the North Railway Lands and the Elphinstone Lands being considered for purchase. The environmental assessment identified no significant risks on the North Railway Lands and a moderate risk on the Elphinstone Lands, resulting from a previous 450L oil spill in 1999. The lands adjacent to the North Railway Lands will also likely require some environmental remediation in the future, however these lands are already owned by the City.

While there is a moderate risk of environmental impact on the Elphinstone Lands, the site will be used primarily as a utility easement and will also allow for additional surface parking. Future analysis of the impacted area will be undertaken as part of the site planning and preparation work in 2013. However, as a result of the planned future land uses, no significant environmental remediation is expected to be required.

As part of the planning for the development of the Taylor Field Neighbourhood, a Phase II Environmental Assessment will be undertaken on the lands being planned for development between Albert St. and Elphinstone St. Any future environmental remediation will be incorporated into the budget and planning for this new neighbourhood to ensure the area is marketable and there are no issues for current or future residents.

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 provided.

Strategic Implications

The purchase of these lands will assist the City to achieve its long-term objectives of community renewal and revitalization as part of RRI. The purchase of the North Railway Lands will support the development of the Taylor Field Neighbourhood and the pedestrian connection to downtown, and the purchase of the Elphinstone Lands will support the long-term development of Evraz Place for the benefit of the City. Land purchases such as these are not always available, and the purchase of these lands provides a near term opportunity to support the City's long-term objectives.

Other Implications

None related to this report.

Accessibility Implications

None related to this report. The future redevelopment plans for the Taylor Field Neighbourhood and the Stadium Project will address accessibility requirements.

COMMUNICATIONS

The RRI website ReginaRevitalization.ca was launched on September 19th to house and share information relating to the Stadium Project. The most current citizen survey data (November 2013) indicates that only about a third of Regina residents have heard about the RRI website.

ReginaRevitalization.ca will be updated as required to include information on the purchase of these lands. This update will be made at the same time as other required updates are made to the site. Communications will notify Facebook and Twitter followers that new information has been posted to the RRI site. A four week online advertising campaign will launch when Council approves these purchases. The purpose of the campaign is to drive traffic to the RRI site to learn more about the project, including the future use of the lands referred to in this report.

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



Joni Swidnicki, Secretary

SUBDIVIDED LANDS

**OFFER/PURCHASE AND SALE AGREEMENT
("Offer" or "Agreement")**

For reference, dated September 17, 2012)

FILE NO. LS7462

VENDOR: **CANADIAN PACIFIC RAILWAY COMPANY**
a company duly incorporated under the laws
of Canada and having an office at:

5th Flr., 401 - 9 Avenue SW
Calgary, Alberta T2P 4Z4

PURCHASER: **CITY OF REGINA**

ADDRESS: **2476 Victoria Avenue**
Regina, Saskatchewan
S4P 3C8

TELEPHONE: **(306) 777-7317**

PURCHASER'S GST REGISTRATION NO. 119429546

LANDS

CITY/DISTRICT/MUNICIPALITY: Regina, Saskatchewan.

LEGAL DESCRIPTION: As set out in Schedule "A" (the "Lands")

PERMITTED ENCUMBRANCES: As set out in Schedule "A"

PURCHASE PRICE: Seven Hundred Seventy Thousand ----- (770,000.00) ----
----- Dollars calculated at the rate of \$20.00 per square foot (\$ 875,000.00 per acre, the
total area being 38,333 square feet (0.88 acres) more or less.

DEPOSIT: Seventy Seven Thousand ----- (77,000.00) --- Dollars, which is payable
to the Vendor or to the Vendor's solicitors in trust, by certified cheque or bank draft upon
presentation of this Offer.

CLOSING DATE: February 1, 2013.

POSSESSION/ADJUSTMENT DATE: February 1, 2013.

PURCHASER'S CONDITIONS: (INCLUDING PARAGRAPH 4.01)

DATE(S) FOR SATISFACTION OR

WAIVER OF PURCHASER'S CONDITIONS: On or before January 31, 2013, the
Purchaser shall have obtained the approval of its City Council to purchase the

VENDOR'S CONDITIONS: (INCLUDING PARAGRAPH 4.02) Lands, such approval to
be in the sole and
absolute discretion of
City Council.

DATE(S) FOR SATISFACTION OR

WAIVER OF VENDOR'S CONDITIONS: N/A

ACCEPTANCE DATE: ~~December 1, 2012.~~
JANUARY 7, 2013

1.00 OFFER TO PURCHASE

- 1.01 The Purchaser hereby offers and agrees to purchase the Lands from the Vendor, free and clear of all liens, charges and encumbrances except the Permitted Encumbrances.

2.00 ACCEPTANCE

- 2.01 The acceptance of this Offer by the Vendor will convert this Offer into a binding agreement for the sale and purchase of the Lands.
- 2.02 This Offer is irrevocable and open for acceptance by the Vendor until 5:00 p.m. Calgary Local Time on the Acceptance Date specified. If this Offer is not accepted on or before the Acceptance Date, this Offer shall be null and void. This Offer may be accepted by the Vendor advising the Purchaser or any officer or solicitor of the Purchaser on or before the Acceptance Date that the Vendor has accepted this Offer, and such acceptance may be either by: (1) delivering a copy of this Offer, executed by the Vendor to the Purchaser or any officer or solicitor of the Purchaser or (2) communication of such acceptance by telecopy or other electronic message to the Purchaser or any officer or solicitor of the Purchaser, followed thereafter by delivery of a copy of this Offer executed by the Vendor.

3.00 DEPOSIT AND PAYMENT OF PURCHASE PRICE

- 3.01 The Deposit paid herewith is to be held by the Vendor or the Vendor's solicitors provided that upon receipt of the Offer, the Vendor may deposit such sum in its bank account prior to acceptance without the same constituting acceptance of this Offer. 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 on the Closing Date.
- 3.02 If this Offer is accepted, the Deposit shall be credited to the Purchase Price upon the closing of the transaction.
- 3.03 If after acceptance any of the Purchaser's Conditions or the Vendor's Conditions are not satisfied or waived and notice of such is not provided to the other party in the time specified, the Deposit shall at the request of the Purchaser, be repaid without interest to the Purchaser and this Agreement shall become null and void.
- 3.04 If this Offer is accepted and all conditions are satisfied or waived in the time specified and the Purchaser fails to comply with the terms of this Agreement, the Vendor, at its option may retain the Deposit and the interest accrued on account of liquidated damages and the Vendor may also take such other remedies against the Purchaser as the Vendor has at law or in equity.
- 3.05 If this Offer is not accepted by the Vendor, or if the Vendor fails to complete the transaction in accordance with the terms of this Agreement, the Deposit shall, at the request of the Purchaser, be repaid without interest to the Purchaser and this Agreement will become null and void.
- 3.06 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 Vendor.
- 3.07 In the event the Purchaser requests an extension of time for payment of any sum when due pursuant to the Agreement, and if the Vendor agrees to an extension of such payment, the Purchaser shall pay interest to the Vendor at

the rate of 18% per annum, calculated from the date that such funds were originally due until the date upon which funds are unconditionally releaseable to the Vendor. Any such extension of time will not be construed as a waiver of the term that time is of the essence, nor an obligation of the Vendor to grant an extension of time.

4.00 CONDITIONS PRECEDENT

- 4.01 This Agreement is subject to satisfaction or waiver of the Purchaser's Conditions set out in this Paragraph, if any.
- 4.02 This Agreement is subject to satisfaction or waiver of the Vendor's Conditions, if any.
- 4.03 The Purchaser's Conditions are inserted for the sole benefit of the Purchaser and may be unilaterally waived by the Purchaser by notice in writing in the time specified. If written notice of the satisfaction or waiver of the Purchaser's conditions is not given in the time specified, they shall be deemed to be neither satisfied nor waived.
- 4.04 The Vendor's Conditions are inserted for the sole benefit of the Vendor and may be unilaterally waived by the Vendor by notice in writing in the time specified. If written notice of the satisfaction or waiver of the Vendor's Conditions is not given in the time specified, they shall be deemed to be neither satisfied nor waived.

5.00 CLOSING DATE

- 5.01 The sale and purchase of the Lands as herein contemplated shall be completed on the Closing Date.

6.00 ADJUSTMENTS AND POSSESSION

- 6.01 Realty taxes, rents, levies, local improvements (if applicable) and all other incomings and outgoings with respect to the Lands shall be apportioned and adjusted as of the Adjustment Date and detailed in a Statement of Adjustments in a form to be prepared by the Vendor with the intent that the Purchaser shall be responsible for all expenses and liabilities and be entitled to receive all revenues in respect of the Lands from and including the Adjustment Date.
- 6.02 The Purchaser will have possession of the Lands on the Possession Date, free from all tenancies other than those included in the Permitted Encumbrances, provided however possession shall be subject to the prior payment of the Purchase Price and other sums payable and the Purchaser fulfilling all of its obligations pursuant to the terms of this Agreement.

7.00 RISK

- 7.01 The Lands will be at the risk of the Vendor until 12.01 a.m on the Closing Date, and after that at the risk of the Purchaser.

8.00 CONDITION OF LANDS

- 8.01 During normal business hours on business days until 5:00 p.m. on the 21st day following the date of acceptance of this offer, the Vendor shall permit the Purchaser and Purchaser's agents, representatives and contractors and

governmental officers authorized by the Purchaser to have access to the Lands from time to time prior to the Closing Date for the purpose of making reasonable inspections, surveys, tests and studies and for such other purposes and upon such terms and conditions as the Vendor may from time to time approve, provided however that the Purchaser shall have first given the Vendor 72 hours notice of its need for such access. 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 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.

- 8.02 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. 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 Lands 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 Offer. 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.
- 8.03 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 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 about the Lands.
- 8.04 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: (i) the condition, including the environmental condition of the Lands or improvements thereto, and (ii) 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 (i) the condition, including the environmental condition of the Lands or improvements thereto; and (ii) 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.

8.05 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.

8.06 All of clauses 8.01 through 8.06 shall survive the closing of this transaction.

9.00 CONVEYANCE AND COMPLETION

9.01 Upon receipt by the Vendor of all monies payable pursuant to this Agreement and performance by the Purchaser of all acts required of it prior to the Closing Date, the Vendor will convey its interest in the Lands to the Purchaser on the Closing Date by way of a Transfer of an estate in fee simple, prepared and delivered by the Vendor, subject only to the Permitted Encumbrances. The Vendor shall bear the cost of clearing title of any charges other than the Permitted Encumbrances. The Purchaser shall be responsible for the cost of the registration fees of all instruments for the transaction.

9.02 Rather than waiting for the Purchaser to fulfill its obligations to tender the Purchase Price on or before the Closing Date, the Vendor may at its sole option, cause its solicitors to deliver to the Purchaser's solicitor a solicitor's trust letter, registrable Transfer, Duplicate Certificate of Title (if applicable) and Statement of Adjustments on or before the Closing Date, and the Purchaser's solicitor shall deliver the Purchase Price, as adjusted in accordance with the Vendor's Statement of Adjustments, to the Vendor's solicitor in conformance with the Vendor's solicitor's trust conditions.

10.00 NOTICES

10.01 Any and all written notices to be given or which may be give under this Agreement shall be delivered personally or by telecopy or other electronic message and addressed to the respective addresses of the Vendor and Purchaser set out on page 1, or their respective solicitors.

Purchaser's Solicitor:

11.00 GOODS AND SERVICES TAX

11.01 The applicable Goods and Services Tax ("GST") on the sale of the Lands calculated in accordance with the requirements of the Excise Tax Act (Canada) shall be paid by the Purchaser to the Vendor on the Closing Date in cash or by certified cheque.

- 11.02 The Vendor will not collect the applicable GST on the sale of the Lands and paragraph 11.01 will not apply if the Purchaser is a registrant under the GST provisions of the Excise Tax Act (Canada) and the Lands are not, in whole or in part, a residential complex within the meaning of that Act.
- 11.03 As a condition of the Vendor not collecting the applicable GST as provided in paragraph 11.02:
- (a) the Purchaser shall deliver to the Vendor on or prior to the Closing Date a Statutory Declaration by an Officer of the Purchaser that it is a registrant under the GST provisions of the Excise Tax Act (Canada) as at the Closing Date in such form as has been approved by the excise branch of the Department of National Revenue for Canada, or a form in lieu of it all as required by that Department;
 - (b) the Purchaser covenants that it will file with the Minister of Finance all returns prescribed to be filed under s.228(4) of the Excise Tax Act (Canada), as amended, in respect of the purchase of the Lands; and
 - (c) the Purchaser shall indemnify and hold harmless the Vendor from any liability of the Vendor under the GST provisions of the Excise Tax Act (Canada) arising because of a breach of the obligations of the Vendor or the Purchaser arising from the said Act, together with all loss, costs and expenses resulting from such breach.

12.00 MISCELLANEOUS

- 12.01 This Agreement forms the entire agreement between the Vendor and Purchaser and all verbal or previous written undertakings and agreements, if any, are hereby canceled and rendered null and void, and therefore the Purchaser agrees that there are no agreements, representations, warranties or conditions relating to or affecting the Lands except as expressed in this Agreement.
- 12.02 This Agreement may not be modified or amended except in writing signed by the parties.
- 12.03 In this Agreement, where the context so requires, the singular of any word includes the plural, and vice versa, the use of any term is generally applicable to any gender and, where applicable, to a corporation.
- 12.04 This Agreement and the interest of the Purchaser in the Lands hereby created by it may only be assigned by the Purchaser with the prior written consent of the Vendor; provided that no such assignment shall relieve the Purchaser named herein from liability for the punctual performance of the obligations of the Purchaser hereunder.
- 12.05 The Purchaser and the Vendor acknowledge that any leases entered into between the Purchaser and the Vendor for the Lands will merge upon the completion of the sale contemplated in this Offer to Purchase.
- 12.06 Any tender of documents or money may be made upon the Vendor or the Purchaser or upon their respective solicitors and money shall be tendered by certified cheque, bank draft or by solicitor's trust cheque.
- 12.07 The Vendor represents and warrants that it is not a non-resident person as defined for the purpose of section 116 of the Income Tax Act of Canada.
- 12.08 Time is of the essence in all aspects and provisions of this Agreement.

- 12.09 Both before and after the Closing Date, the parties hereto 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.
- 12.10 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 12.11 None of the provisions of this Agreement will merge with the conveyance of the Lands.
- 12.12 This Agreement shall be governed and interpreted in accordance with the laws of the Province of Saskatchewan.
- 12.13 Schedules "A", "B", and "C" attached hereto form part of this Agreement.

CITY OF REGINA

per: Ambre Smale

ACTING CITY CLERK

per: _____



Executed on _____, 2012.

CANADIAN PACIFIC RAILWAY COMPANY

per: _____

Executed on _____, 2012.

SCHEDULE "A"

PART I

LEGAL DESCRIPTION OF THE LANDS:

**LOT 3, BLOCK/PAR A, PLAN NO. 95R22044, EXTENSION 0
AS DESCRIBED ON CERTIFICATE OF TITLE 96R54314.**

EXCEPTING THEREOUT ALL MINES AND MINERALS

The Lands as described above shall include all fixtures and improvements located thereon, if any.

PART II

PERMITTED ENCUMBRANCES:

1. The limitations, exceptions, provisions, conditions and reservations in the original grant from the Crown or imposed or implied by statute and subject to any 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, all of which the Purchaser agrees to assume and comply with, agrees to assume and comply with, including but not limited to the following:
 - **agreement with City of Regina dated April 27, 1965 for a storm sewer crossing at Mile 94.04, Indian Head Subdivision. (OD 32346, XINHE09404P01);**
 - **agreement with City of Regina dated August 1, 1962 for an underground crossing at Mile 94.09, Indian Head Subdivision. (OD 30277, XINHE09409P01);**
 - **agreement with SaskTel dated April 1, 1976 for a buried cable crossing at Mile 94.10, Indian Head Subdivision. (OD 42297, XINHE09410W01);**
 - **agreement with MTS Allstream dated March 10, 2009 for a buried cable crossing at Mile 94.09, Indian Head Subdivision. (OD 61555, MINHE09409W01); and**
 - **agreement with MTS Allstream dated January 1, 1997 (ATTCCINHE-102 and 401).**

The Purchaser agrees to execute such assignment agreement as may be required by the Vendor assigning the above agreements to the Purchaser.

2. Local improvement assessments or taxes, sewer and water rates.
3. Tenancies as follows: **NIL**
4. Encumbrances appearing on the Certificate of Title as follows:

Registered Interest No. 123130099	CNV Easement
Registered Interest No. 123130101	CNV Caveat
Registered interest No. 123130112	CNV Easement

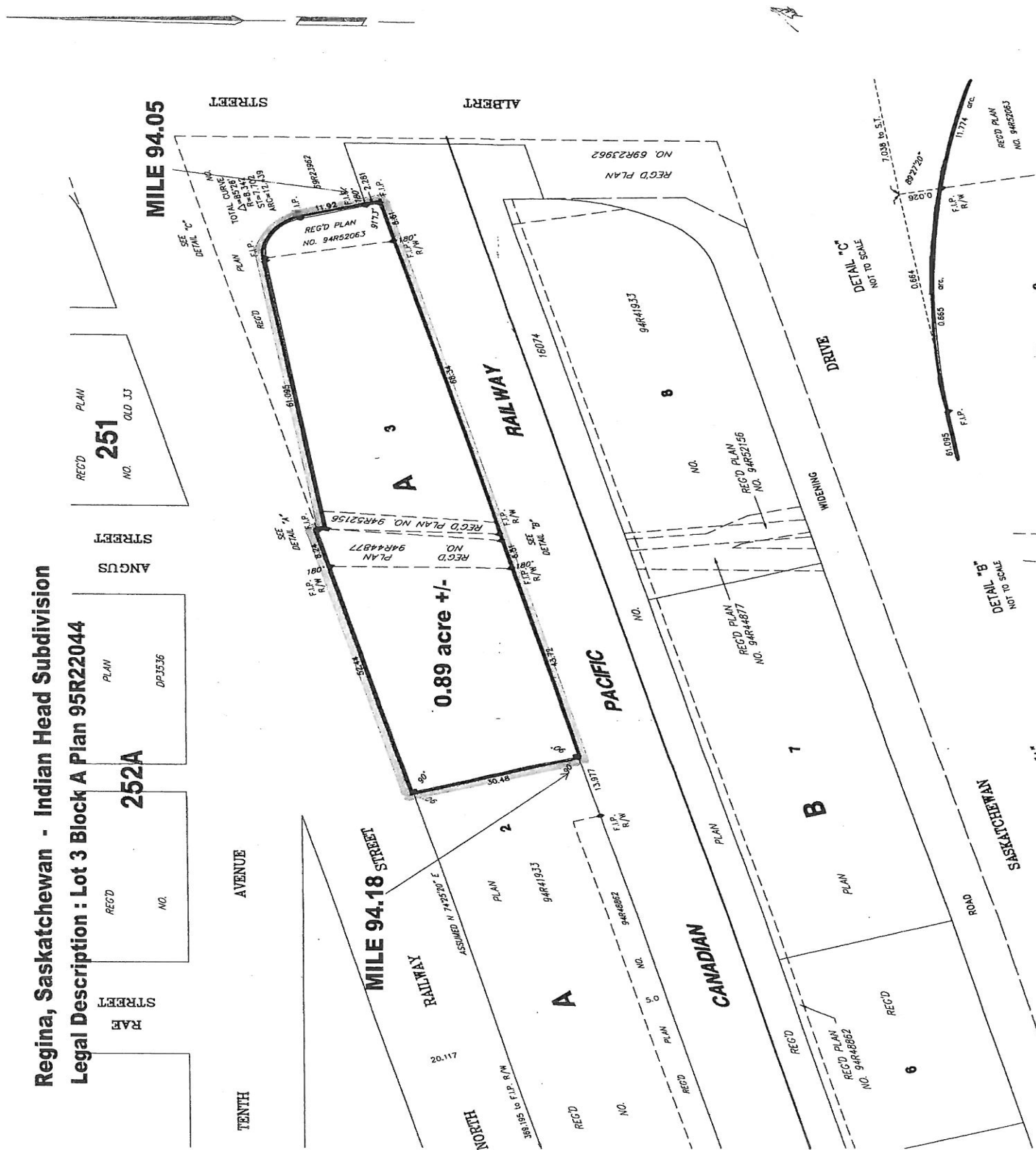
Registered Interest No. 123130123
Registered Interest No. 123130134

CNV Easement
CNV Easement

5. Encumbrances not yet appearing on the Certificate of Title as follows:

The Purchaser acknowledges and agrees that there is a utility line, owned by MTS Allstream which runs across the Lands. Further the Purchaser acknowledges and agrees that such utility line may require protection by way of easement which is to be registered against the Certificate of Title to the Lands prior to the Closing Date and the Purchaser agrees that the registration of same and the resulting registered instrument shall be a permitted encumbrance for the purposes of this Agreement. Further the Purchaser agrees that in the event the Vendor, or MTS Allstream have not registered this encumbrance prior to the Closing Date, that the Purchaser shall allow such registration after the Closing Date.

SKETCH PLAN



SUBDIVIDED LANDS

SCHEDULE "C"

ADDITIONAL TERMS AND CONDITIONS

- a) the Purchaser agrees that it will not direct any drainage from development on the Lands onto the Canadian Pacific Limited railway right-of-way. The Purchaser covenants and agrees that the obligations set out in this paragraph shall be binding on all transferees, successors, and assigns of the Purchaser and the Purchaser agrees to register in the appropriate Land Title Office at its sole cost a restrictive covenant or other instrument in a form prepared by and satisfactory to the Vendor, as may be required by the Vendor in order to protect the Vendor's interests in having these obligations run with the land.
- b) The Purchaser agrees that it will not erect any structure, building, nor allow any vegetation to be on the Lands that will impair the sight lines of rail traffic at crossings as required by the National Transportation Agency or other body having authority. 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.
- c) the Purchaser covenants that it is responsible for and will erect and thereafter continue to maintain as long as required by the Vendor, at the Purchaser's sole cost and expense, **six foot high chain link fencing**, all in accordance with the design specifications and other requirements and standards of the Vendor from time to time. Such fence shall run along the entire boundary of the Lands adjacent to the railway right-of-way lands which are owned by the Vendor as at the time of closing of this transaction. This covenant shall survive the closing of this transaction and remain in full force and effect unless and until no longer required by the Vendor. The benefit of the Vendor pursuant to this covenant shall be assignable or otherwise transferable at any time by the Vendor without the consent of the Purchaser.

Phase I Environmental Site Assessment
Lots 1 and 2, Block A, Plan 94R41933 Ext. 0 and
Lot 3, Block A, Plan 95R22044 Ext. 0
Regina, Saskatchewan

File R4791

17 December 2012

CONFIDENTIAL

Prepared for:

City of Regina
2476 Victoria Avenue
Regina, Saskatchewan
S4P 3C8

Attention: Mr. Geoff Brown, P.Eng.

Prepared by:

Clifton Associates Ltd.
340 Maxwell Crescent
Regina, Saskatchewan
S4N 5Y5

Distribution:	City of Regina	2 copies
	Clifton Associates Ltd.	2 copies

THIS REPORT CONTAINS PROVISIONS LIMITING LIABILITY,
THE SCOPE OF THE REPORT AND THIRD PARTY RELIANCE.

Executive Summary

Clifton Associates Ltd. was retained by City of Regina to conduct a Phase I Environmental Site Assessment (ESA) on properties located on Lots 1 and 2, Block A, Plan 94R41933 Ext 0 and Lot 3, Block A, Plan 95R22044 Ext 0, (Surface Parcels 110987770, 109453181 and 109468402, respectively) in Regina, Saskatchewan (Site). The lots are adjacent to the north of the Canadian Pacific (CP) rail line, between Elphinstone Street and Albert Street. The Phase I ESA is based on historical and present Site uses and information gathered during the Site visit. The Phase I ESA was required to identify and assess the risks of any potential soil and groundwater impacts at the Site.

The property is owned by the City of Regina and has been since 1995. The area was developed as part of CP rail line right-of-way in the 1890s. The Site was owned by CP until 1994, when the Site was purchased by the City of Regina. An antifreeze manufacturing plant with glycol storage tanks was on Lot 1 adjacent to Elphinstone Street from the 1960s until approximately the 1990s. A concrete plant existed on Lot 2 adjacent to the CP rail line in the 1960s, as well as several coal storage and supply companies. Since the City of Regina has owned the property, the Site has been primarily used for a parking lot for Mosaic Stadium.

According to the aerial photographs, title search and the Site visit, property adjacent to the south of the CP rail line has been used for industrial and commercial businesses. The army barracks were present adjacent to the north of Lot 1 from the 1940s until the 1960s. This property was vacant until the 1970s when the Lawson Aquatic Centre was opened. The Field House was built in the 1980s. Park Hughes was north of Lot 2 and played host to the Regina Rugby Club. The park was renamed Taylor Field and the stadium began construction in 1947. Several renovations have occurred to the facility including the name change to Mosaic Stadium at Taylor Field in 2006. Residential and commercial properties have been north of Lot 3 since the 1940s.

No buildings are present on the two lots; however, there are remnants of concrete foundations on Lot 2. We did not find any record of underground storage tanks on the Site; however, City of Regina fire insurance maps (See Drawing No. R4791-12) show an antifreeze manufacturing plant on Lot 1 and several coal storage buildings on Lot 2. The antifreeze plant had glycol storage tanks.

Based on historical research and Site observations, it is the opinion of Clifton Associates Ltd. that the potential environmental impacts associated with Lots 1 and 2 are high due to the historical presence of glycol storage tanks adjacent on Lot 1, coal storage building on Lot 2 and from the presence of the rail lines adjacent to the Site. Based on the aerial photographs and the Fire Insurance records, we believe there is a low risk of environmental impacts on Lot 3. Clifton Associates Ltd. recommends conducting a Phase II Environmental Site Assessment on Lots 1 and 2 to identify if glycol, polycyclic aromatic hydrocarbons and metals impacts are present. Further investigation of Lot 3 is not warranted at this time.

Use of this report is subject to the "Limitations" which is included as Section 8.0 of this report. The reader's attention is specifically drawn to these conditions as it is considered essential that they be followed for the proper use and interpretation of this report.

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Appendix A	Parcel Picture
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1.0 Introduction

1.1 General

Clifton Associates Ltd. was retained by City of Regina to conduct a Phase I Environmental Site Assessment (ESA) on properties located on Lots 1 and 2, Block A, Plan 94R41933 Ext 0 and Lot 3, Block A, Plan 95R22044 Ext 0, (Surface Parcels 110987770, 109453181 and 109468402, respectively) in Regina, Saskatchewan (Site). The lots are adjacent to the north of the Canadian Pacific (CP) rail line, between Elphinstone Street and Albert Street. The Site location and historical aerial photographs are shown on Drawing Nos. R4791-1 to R4791-11. The parcel pictures from Information Services Corporation of Saskatchewan (ISC) are included as Appendix A.

The Phase I ESA was completed in general accordance with the guidelines outlined in the Canadian Standards Association *Phase I Environmental Site Assessment* Document Z768-01 (Reaffirmed 2006). Deviations are identified within the report.

1.2 Objective & Scope

The objective of the Phase I ESA is to identify and evaluate potential environmental liabilities associated with the Site as a result of past and current activities on the Site or adjacent properties. The Phase I ESA is based on a review of historical and present uses of the Site and adjacent lands.

A Phase I ESA does not include sampling or testing of soil, groundwater, surface water, air or building materials, nor does it include a review or audit of any compliance issues or environmental management systems which may pertain to the Site.

1.3 Authorization

The Phase I ESA was authorized by Mr. Geoff Brown, P.Eng. of the City of Regina on 03 August 2011, from a proposal dated 02 August 2011.

2.0 Site Description

2.1 Subject Property

The Site is identified as Lots 1 and 2, Block A, Plan 94R41933 Ext 0 and Lot 3, Block A, Plan 95R22044 Ext 0, (Surface Parcels 110987770, 109453181 and 109468402, respectively). Lot 1 has an area of 1.35 acres, Lot 2 has an area of 4.6 acres and Lot 3 is 0.88 acres. The three lots are vacant of buildings and are graveled. Lot 1 is adjacent to the intersection of the Elphinstone Street and North Railway Street, while Lot 3 is adjacent to the intersection of Albert Street and 10th Avenue. Lot 2 is in between Lots 1 and 3. The lots are currently used for parking at Mosaic Stadium during Saskatchewan Roughrider games.

2.2 Surrounding Areas

Lot 1

Lot 1 is adjacent to the intersection of Elphinstone Street and North Railway Street, as shown on Drawing No. R4791-10.

- Land use to the north – The City of Regina Field House and Lawson Aquatic Centre is adjacent to the north across North Railway Street.
- Land use to the west – The Evraz Place Exhibition Grounds are adjacent to the west across Elphinstone Street.
- Land use to the south – The CP rail line is adjacent to the south, followed by commercial and industrial property. Saskatchewan Drive is further south.
- Land use to the east – Lot 2 is adjacent to the east.

Lot 2

Lot 2 is adjacent to North Railway Street and the CP mainline, as shown on Drawing No. R4791-10.

- Land use to the north – Mosaic Stadium at Taylor Field is adjacent to the north across North Railway Street. The Saskatchewan Roughriders practice field is also north of the lot.
- Land use to the west – Lot 1 is adjacent to the west.

- Land use to the south – The CP rail line is adjacent to the south, followed by commercial and industrial property. Saskatchewan Drive is further south.
- Land use to the east – Lot 3 is adjacent to the east.

Lot 3

Lot 3 is adjacent to the intersection of North Railway Street and 10th Avenue, as shown on Drawing No. R4791-10.

- Land use to the north – Residential and commercial property is adjacent to the north across North Railway Street and 10th Avenue.
- Land use to the west – The Evraz Place Exhibition Grounds are adjacent to the west across Elphinstone Street.
- Land use to the south – The CP rail line is adjacent to the south, followed by commercial and industrial property. Saskatchewan Drive is further south.
- Land use to the east – The CP yard is adjacent to the east across Albert Street.

2.3 Geologic and Hydrogeologic Setting

Regional stratigraphy in the Regina region has been interpreted from Comprehensive Evaluation of Groundwater Resources in the Regina Area by Maathuis and van der Kamp (1988). In this region, the geology is comprised of bedrock overlain by between 61 m and 100 m of glacial drift to surface. The uppermost bedrock strata expected beneath the City of Regina is Bearpaw Formation.

Overlying the bedrock is stratified glacial drift to surface. The Quaternary stratigraphy in the Regina region, in ascending order, may include Empress, Sutherland and Saskatoon Groups. The Saskatoon Group includes the Floral and Battleford Formations, the Condie Moraine and Surficial Stratified Drift.

The Site is located on a lacustrine plain associated with a previous glacial lake and is characterized by high clay content in surficial soils. In the Regina area, a number of aquifers are present including those formed by Condie Moraine sands and gravels, Upper Floral Formation sands and gravels, interglacial sediments, Lower Floral Formation sands and gravels and Empress Group. The two important aquifers in the area include the Condie Aquifer and the Upper Floral sands and gravel also known as the Regina Aquifer. The subject

site is likely not underlain by either the Condie Aquifer or the Regina Aquifer. Based on the City of Regina Aquifer Zoning bylaw, the Aquifer Protection zoning does not apply.

In the Regina area, aquitards are formed by the silts and clays of the Regina Clay, silts of the Condie Moraine and tills of the Saskatoon and Sutherland Groups. The silts and clays of the Bearpaw Formation form a regional impermeable base over the area.

2.4 Local Drinking Water Supply

Lots 1 to 3 are currently not connected to the City of Regina water supply. The main domestic water supply for the City of Regina is from the Buffalo Pound Reservoir via the Buffalo Pound water treatment plant approximately 70 km west of the site. The City supplements this water with groundwater wells located north of the City of Regina within the Regina Aquifer. Additional wells are located within City limits. These wells are inactive, but may be operational in case of emergency.

2.5 Land Use

Lot 1 is currently zoned as Direct Control District Saskatchewan Drive/North Railway Street (DCD-2). This designation limits development adjacent to the CP mainline (City of Regina Zoning Bylaw No. 9250 9C.3). Lot 2 is designated as Public Service (PS), which controls or preserves areas used by the general public for active and passive recreational purposes (City of Regina Zoning Bylaw No. 9250 9C.6). Lot 3 is designated as Major Arterial Commercial (MAC). The Zoning Map is shown on Drawing No. R4791-11.

2.6 Previous Site Investigations

A Phase I ESA was conducted for CP on property on and adjacent to the CP mainline through Regina. According to the report, an antifreeze manufacturing plant with above ground glycol storage tanks was present on Lot 1. Several coal storage tanks and a concrete plant were present throughout Lot 2. A Phase II ESA was conducted by AGRA Earth and Environmental in January 2000 on Lot 1. Some surficial hydrocarbon staining was observed in the bore hole drilled on Site. Extractable petroleum hydrocarbons were present in the soil and groundwater, but were below Saskatchewan Environment and Resource Management Risk Based Corrective Actions at Petroleum Contaminated Sites, 1995. The Phase II ESA did not test for glycol.

3.0 Site History

3.1 Site History

The area was developed as part of CP right-of-way in the 1890s. The Site was owned by CP until 1994, when the Site was purchased by the City of Regina. An antifreeze manufacturing plant was on Lot 1 adjacent to Elphinstone Street from the 1960s until approximately the 1990s. A concrete plant existed on Lot 2 adjacent to the CP line in the 1960s, as well as several coal storage and supply companies. Since the City of Regina has owned the property, the Site has been primarily used for a parking lot for Mosaic Stadium.

3.2 Aerial Photographs

Historical air photos from 1947, 1962, 1965, 1971, 1987, 1989, 1993 and 1997 of the area were reviewed, as well as a site plan generated from an NTS map and a satellite image (2006). A chronological summary of the aerial photograph review is provided in Table 1. Copies of the relevant portions of the air photos and maps are shown on Drawing Nos. R4791-1 to R4791-10, inclusive.

3.3 Information Services Corporation of Saskatchewan (ISC)

Lots 1 and 2, Block A, Plan 94R41933 Ext 0 and Lot 3, Block A, Plan 95R22044 Ext 0

According to Land Titles obtained and reviewed from ISC, the Site is LLD: Lots 1 and 2, Block A, Plan 94R41933 Ext 0 and Lot 3, Block A, Plan 95R22044 Ext 0, (Surface Parcels 110987770, 109453181 and 109468402, respectively). Lots 1 and 2 are currently owned by the City of Regina, while Lot 3 is owned by CP. Table 2 is a detailed summary of previous landowners. The parcel pictures for the Site have been included as Appendix A.

3.4 Saskatchewan Ministry of Environment

The Saskatchewan Ministry of Environment Chemical Spill and Public Safety Hazardous Substance Storage Databases were used to conduct a historical chemical spill and storage facility search for the Site. The spill database contains records from 1977 to August 2007. The Lawson Aquatic Centre, which is adjacent to the north of Lot 1, is a registered Hazardous Material Storage facility, likely due to the storage of pool chemicals. Several spills of diesel fuel totaling over 7,000 L occurred in the CP rail yard, which is approximately 500 m east of Lot 3. A spill of approximately 100 kg of fertilizer occurred at the intersection of Albert Street and Saskatchewan Drive, which is approximately 100 m southeast of Lot 3.

3.5 National Pollutant Release Inventory (NPRI)

The NPRI database was searched for releases at the Site and adjacent properties. No records of the Site or adjacent properties were observed.

3.6 EcoLog Environmental Risk Information Service (ERIS)

A registered database search conducted by EcoLog ERIS found no spills on the Site. A hazardous material storage site was on Lot 1, adjacent to Elphinstone Street. Five spills, twelve hazardous material storage sites and one retail fuel storage tank were identified within 0.5 km from the Site. Four auto wreckers, 111 environmental spills, 64 hazardous material storage sites and 28 retail fuel storage tanks were within 0.5 to 2.0 km from the Site. The full report is included as Appendix C.

4.0 Site Conditions

4.1 General

The assessment was based on a Site investigation consisting of a historical land title and aerial photograph review, interviews, historical file searches, Site examination and final data analysis and consolidation. The observations herein are applicable for the date of the Site visit only and should not be relied upon to represent conditions at other times. Evaluations and reporting were conducted by Mr. Ryan Cooper of Clifton Associates Ltd.

4.2 Site Interviews

No interviews were conducted.

4.3 Past/Present Operations – Subject Property

Based on review of historical aerial photographs (Table 1), Land Titles (Table 2), and the previous CP Phase I ESA, it was determined that the lots were originally developed in the late 1890s as rights-of-way for the CP rail line. The lots were owned by CP from 1890 until 1995. The City of Regina purchased the lots in 1995. An antifreeze manufacturing plant was present on Lot 1 from the 1960s until the 1990s. AGRA Earth and Environmental drilled one bore hole on the property as part of a Phase II ESA. Hydrocarbon staining was observed from 0.7 to 1.5 m. Extractable petroleum hydrocarbons were present in the soil and groundwater, but were below Saskatchewan Environment and Resource Management Risk Based Corrective

Actions at Petroleum Contaminated Sites, 1995. However, modern criteria are several orders of magnitude more stringent due to the technical advances in laboratory techniques. The Site was not tested for Glycol. A concrete manufacturing plant and several coal storage buildings were present on Lot 2. The concrete plant appeared to have a boiler which would have required fuel storage. The fire insurance maps (Drawing R4791-12) show a rail spur line through Lot 2. See Drawing R4791-12 for location of the concerns.

4.4 Past/Present Operations – Adjacent Properties

According to the aerial photographs, title search and the Site visit, property adjacent to the south of the CP rail line has been used for industrial and commercial businesses. The army barracks were adjacent to the north of Lot 1 from the 1940s until the 1960s. This property was vacant until the 1970s when the Lawson Aquatic Centre was opened. The Field House was built in the 1980s. Park Hughes was north of Lot 2 and played host to the Regina Rugby Club. The park was renamed Taylor Field and the stadium began construction in 1947. Several renovations have occurred to the facility including the name change to Mosaic Stadium at Taylor Field in 2006. Residential and commercial properties have been north of Lot 3 since the 1940s.

4.5 Storage Tanks

We did not find any record of underground storage tanks on the Site; however, City of Regina fire insurance maps (See Drawing No. R4791-12) show an antifreeze manufacturing plant on Lot 1 and several coal storage buildings on Lot 2. The antifreeze plant had glycol storage tanks.

4.6 Surface Conditions

The Site appeared to have once been paved; however, the asphalt is mostly failed and the Site is now mainly gravelled. Some remnants of concrete foundations are visible.

4.7 Buildings

No buildings are present on the two lots; however, there are remnants of concrete foundations on Lot 2. Photographs of the Site are included as Appendix C.

4.8 Utilities

There are no utility connections to the two lots.

5.0 Discussion and Conclusions

5.1 Potential for Impairment from On-Site Sources

A Site visit and historical and regulatory records review indicate a moderate to high potential risk of impairment to the Site from current or historical practices. Lot 2 had coal storage buildings, a concrete plant, a rail spur and Lot 1 had an antifreeze manufacturing plant. No tanks or buildings were visible on Lot 3 in the aerial photographs or fire insurance maps.

5.2 Potential for Impairment from Off-Site Sources

A historical review of the adjacent property and observations indicate a moderate risk of impairment to the Site from current or historical practices. The CP rail line has been present adjacent to the south of the Site and has operated several coal storage sites on adjacent property.

5.3 Conclusion

The Phase I ESA was completed in general accordance with the guidelines outlined in the Canadian Standards Association *Phase I Environmental Site Assessment* document Z768-01 (Reaffirmed 2006).

Based on historical research and Site observations, it is the opinion of Clifton Associates Ltd. that the potential environmental impacts associated with Lots 1 and 2 are moderate to high due to the historical presence of glycol storage tanks on Lot 1, coal storage buildings and a concrete plant on Lot 2, and the former presence of a rail spur line through Lot 2. Based on the aerial photographs and the fire insurance records, we believe there is a low risk of environmental impacts on Lot 3.

6.0 Recommendations

The parameters of concern would be glycol from the antifreeze plant, polycyclic aromatic hydrocarbons (PAH) from the rail lines and coal storage, and metals from the rail lines, as well as salinity from the concrete plant. Clifton Associates Ltd. recommends conducting a Phase II Environmental Site Assessment on Lots 1 and 2 to identify if glycol, PAH, salinity and metals impacts are present. Further investigation of Lot 3 is not warranted at this time.

7.0 Assessor Qualifications

This report was prepared by Mr. Ryan Cooper, M.Sc. and Mr. David D. Kent, M.Sc., P.Eng. of Clifton Associates Ltd. Mr. Cooper has over five years experience as an environmental scientist and is a biologist with experience in conducting Phase I and II Environmental Site Assessments. Mr. Kent is Chief Engineer with Clifton Associates Ltd. and has over 30 years experience in site management, site remediation and environmental site assessments.

8.0 Limitations

This report was prepared by Clifton Associates Ltd. for the account of City of Regina. The material in it reflects Clifton Associates Ltd. best judgment available to it at the time of preparation. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Clifton Associates Ltd. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

This report has been prepared in accordance with generally accepted engineering practice common to the local area. No other warranty, expressed or implied is made.

Site information was obtained from the sources listed in the report. Clifton Associates Ltd. accepts no responsibility for any deficiencies or inaccuracies in the information provided in this report that are the direct result of intentional or unintentional misrepresentations, errors or omissions of the information reviewed.

Our conclusions regarding the Site are based on observations of existing Site conditions, our interpretations of available Site history and the information obtained from the referenced subsurface exploration. Conclusions regarding the condition of the Site will not represent a warranty that all areas within the Site are of the same quality as may be inferred from observable Site conditions and readily available Site history. The scope executed for this project is not an audit for regulatory compliance or a detailed condition survey for the presence of asbestos, lead paint, PCB's, radon or other naturally occurring materials.

9.0 Closure

I hope that the information provided in this report is adequate for your current needs. Should you have any questions regarding this matter, please contact us at this office.

Clifton Associates Ltd.



Ryan N. Cooper, M.Sc.
Biologist



Association of Professional
Engineers and Geoscientists of Saskatchewan
Certificate of Authorization No. 238



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Tables

Table 1
Summary of Maps and Historical Aerial Photographs

Year	Description
1986	Site Location Plan (Drawing No. R4791-1) <ul style="list-style-type: none"> The Site consists of three lots (Lots 1 to 3) and is located in the City of Regina, adjacent to the north of the Canadian Pacific (CP) mainline, between Elphinstone Street and Albert Street. The lots are currently vacant. Mosaic Stadium is adjacent to the north past North Railway Street.
1947	Air Photograph (Drawing No. R4791-2) <ul style="list-style-type: none"> The Site is used by CP, with buildings adjacent to the tracks. Barracks from the Armoury appear adjacent to the north of Lot 1. The lot immediately adjacent to the north of Lot 2 is also used by CP, as several buildings are present north of North Railway Street. Taylor Field is adjacent to the north of Lot 2, surrounded by residential property. The CP main line is adjacent to the south, followed by Saskatchewan Drive. Commercial property lines Saskatchewan Drive, with residential properties further south. The CP yard is west of Lot 3, across Albert Street. The Regina exhibition grounds are adjacent to the west of Lot 1 across Elphinstone Street.
1962	Air Photograph (Drawing No. R4791-3) <ul style="list-style-type: none"> A building is on the west edge of Lot 1 at the corner of North Railway Street and Elphinstone Street. Several buildings are present on Lot 2. Mosaic Stadium (formerly Taylor Field) is present north of Lot 2. The barracks north of Lot 1 are not present. All other surrounding property remains as in 1947.
1965	Air Photograph (Drawing No. R4791-4) <ul style="list-style-type: none"> There are fewer buildings on Lot 2. All surrounding property remains as in 1962.
1971	Air Photograph (Drawing No. R4791-5) <ul style="list-style-type: none"> The Site and surrounding property appears as in 1965.
1987	Air Photograph (Drawing No. R4791-6) <ul style="list-style-type: none"> The Site only has the one building on Lot 1 and one building on the east edge of Lot 2. The City of Regina Field House and Lawson Aquatic Centre is now adjacent to the north of Lot 1. The Saskatchewan Roughriders practice field is now north of Lot 2 with an area immediately north of North Railway Street vacant for game day parking.

Table 1 – Cont'd
Summary of Maps and Historical Aerial Photographs

Year	Description
1989	Air Photograph (Drawing No. R4791-7) <ul style="list-style-type: none"> • Lot 2 is now vacant. • All surrounding property remains as in 1987.
1993	Air Photograph (Drawing No. R4791-8) <ul style="list-style-type: none"> • The Site and all adjacent property appear as in 1989.
1997	Air Photograph (Drawing No. R4791-9) <ul style="list-style-type: none"> • The Site is now vacant. • All surrounding property remains as in 1993.
2006	Google Earth Image (Drawing No. R4791-10) <ul style="list-style-type: none"> • The Site and all adjacent property appear as in 1997.

Table 2
Summary of Historical Land Titles

Subject Property
Lots 1 and 2, Block A, Plan 94R41933 Ext 0 and
Lot 3, Block A, Plan 95R22044 Ext. 0
Regina, Saskatchewan
(from uncertified copies, as of 04 August 2011)

Land Title Owner	Date of Ownership/ Instrument	Nature of Instrument	Particulars of Instrument
<i>Surface Parcel 110987770 (Lot 1)</i>			
City of Regina	17 December 2001	Title	103941110
City of Regina	29 June 1995	Title	95R32411
Marathon Realty Company Ltd.	11 August 1994	Title	94R42505
Canadian Pacific Ltd.	09 August 1994	Title	94R41933
The Canadian Pacific Railway Company	10 June 1993	Title	93R27356-1
The Canadian Pacific Railway Company	18 July 1974	Title	74R29169-1
The Canadian Pacific Railway Company	17 September 1890	Title	AKV81
<i>Surface Parcel 109453181 (Lot 2)</i>			
City of Regina	17 December 2001	Title	103941121
City of Regina	29 June 1995	Title	95R32411
Marathon Realty Company Ltd.	10 May 1995	Title	95R22044-1
Marathon Realty Company Ltd.	11 August 1994	Title	94R42505A
Canadian Pacific Ltd.	09 August 1994	Title	94R41933B
The Canadian Pacific Railway Company	10 June 1993	Title	93R27356-1
The Canadian Pacific Railway Company	18 July 1974	Title	74R29169-1
<i>Surface Parcel 109468402 (Lot 3)</i>			
Canadian Pacific Railway Company	14 November 2003	Title	127031060
Canadian Pacific Properties Inc.	14 December 2001	Title	103890089
Canadian Pacific Properties Inc.	27 September 1996	Title	96R54314
Marathon Realty Company Ltd.	10 May 1995	Title	95R22044
Marathon Realty Company Ltd.	11 August 1994	Title	94R42505A

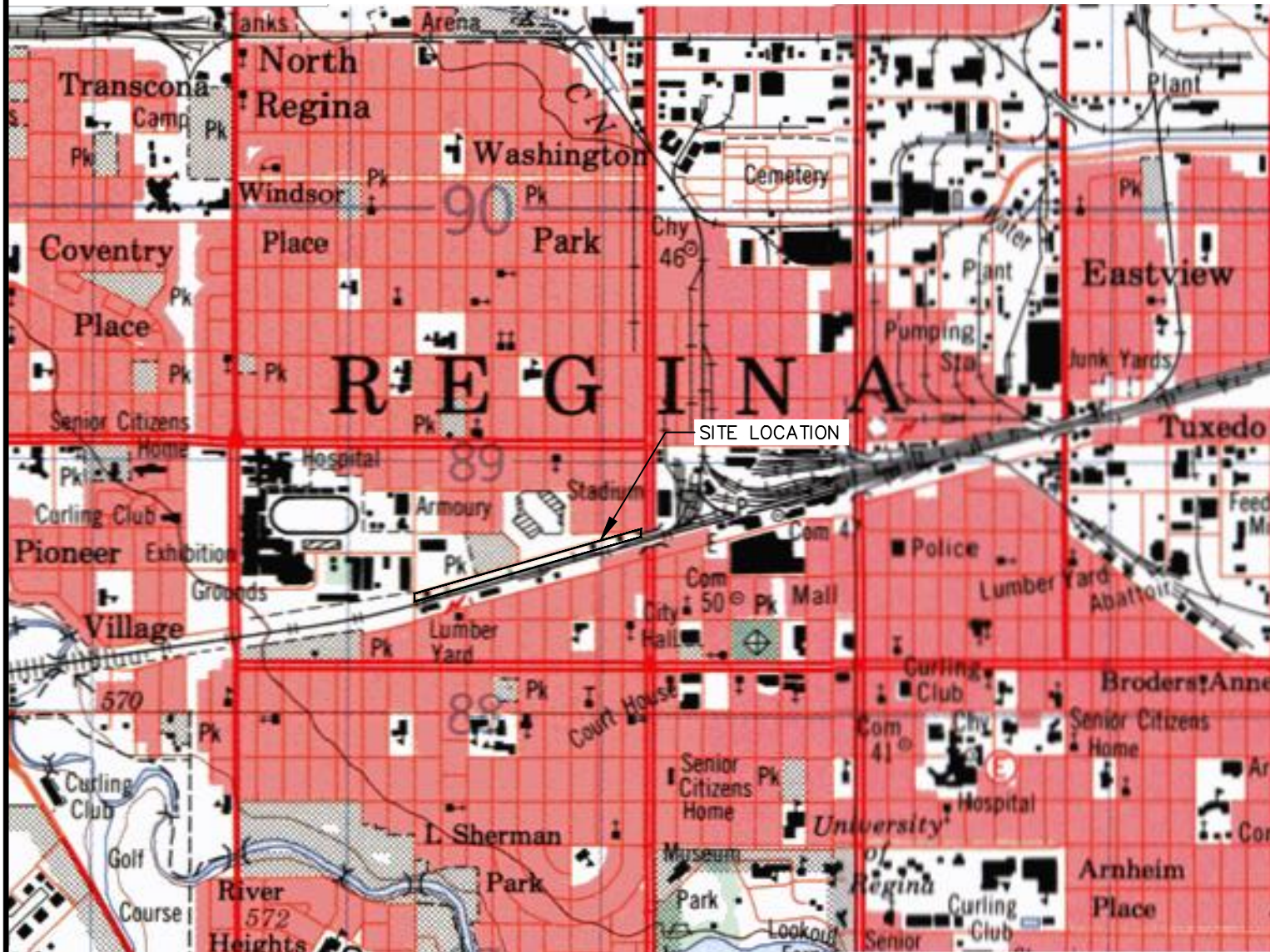


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Drawings



LEGEND:



DRAWING REVISIONS

NO.	DD/MM/YY	DESCRIPTION	BY



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CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
LOTS 1 & 2 PLAN 94R41933
AND LOT 3 PLAN 95R22044
REGINA SK

DRAWING TITLE

SITE LOCATION
PLAN

PROJECT NO.
R4791

FILE NO.
R4791

DATE
12/08/11

SCALE
1:25,000

DWG. NO.

DRAWN
JCS

CHECKED
RNC

R4791-1



- SITE LOCATION



CITY OF REGINA



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NO.	DD/MM/YY	DESCRIPTION	BY



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CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
LOTS 1 & 2 PLAN 94R41933
AND LOT 3 PLAN 95R22044
REGINA SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1962

PROJECT NO. R4791	FILE NO. R4791
DATE 12/08/11	SCALE 1:8000
DRAWN JCS	CHECKED RNC
DWG. NO. R4791-3	

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SITE LOCATION

DRAWING REVISIONS

NO.	DD/MM/YY	DESCRIPTION	BY



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CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
LOTS 1 & 2 PLAN 94R41933
AND LOT 3 PLAN 95R22044
REGINA SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1965

PROJECT NO. R4791	FILE NO. R4791
DATE 12/08/11	SCALE 1:8000
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DWG. NO. R4791-4	

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CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
LOTS 1 & 2 PLAN 94R41933
AND LOT 3 PLAN 95R22044
REGINA, SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1971

PROJECT NO. R4791		FILE NO. R4791
DATE 12/08/11	SCALE 1:8000	DWG. NO. R4791-5
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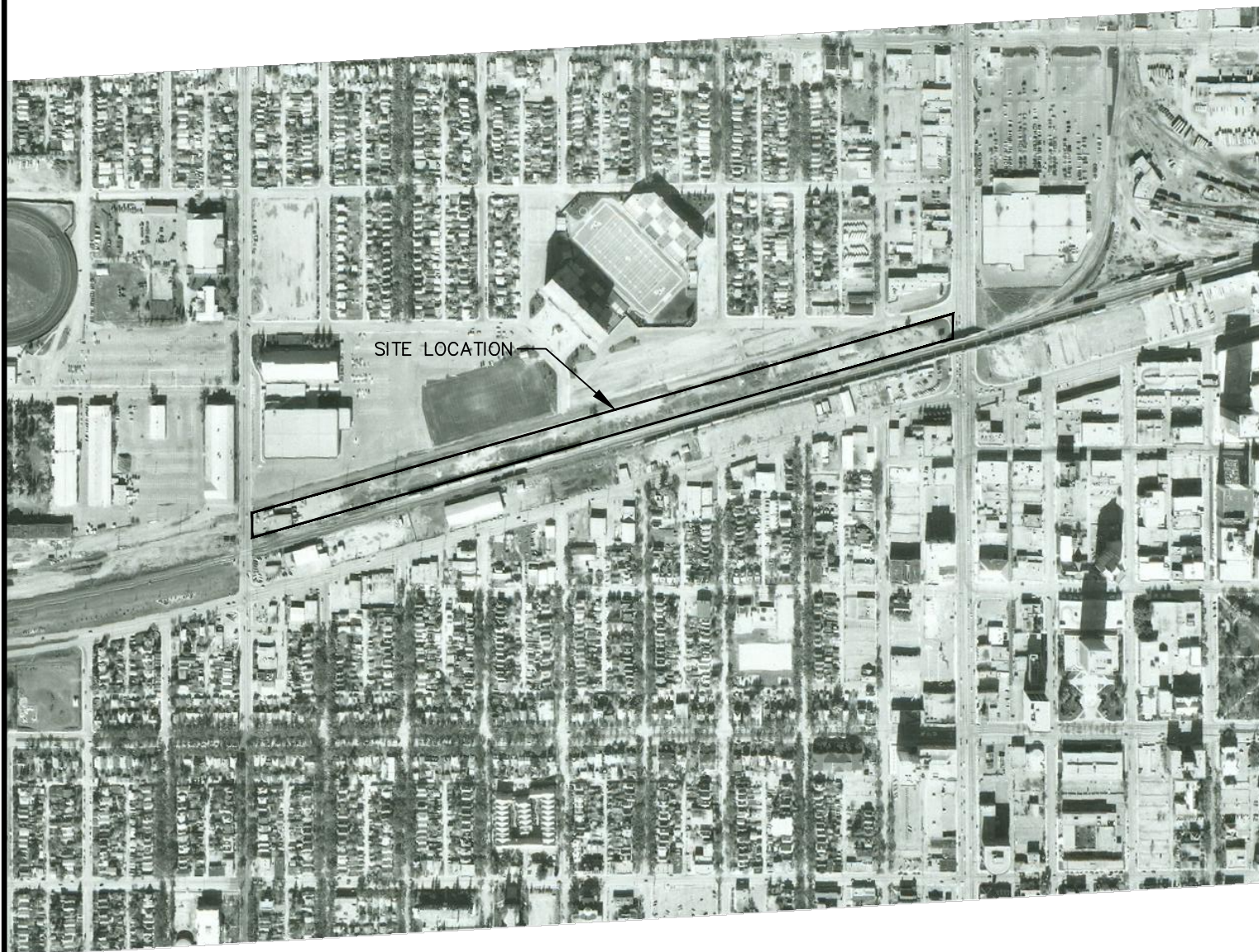
CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
LOTS 1 & 2 PLAN 94R41933
AND LOT 3 PLAN 95R22044
REGINA SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1987

PROJECT NO. R4791	FILE NO. R4791
DATE 12/08/11	SCALE 1:8000
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DWG. NO. R4791-6	

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CITY OF REGINA

PROJECT TITLE
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
LOTS 1 & 2 PLAN 94R41933
AND LOT 3 PLAN 95R22044
REGINA, SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1989

PROJECT NO. R4791		FILE NO. R4791
DATE 12/08/11	SCALE 1:8000	DWG. NO. R4791-7
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CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
LOTS 1 & 2 PLAN 94R41933
AND LOT 3 PLAN 95R22044
REGINA SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1993

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SITE LOCATION

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CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
LOTS 1 & 2 PLAN 94R41933
AND LOT 3 PLAN 95R22044
REGINA SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1997

PROJECT NO.
R4791

FILE NO.
R4791

DATE
12/08/11

SCALE
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DRAWN
JCS

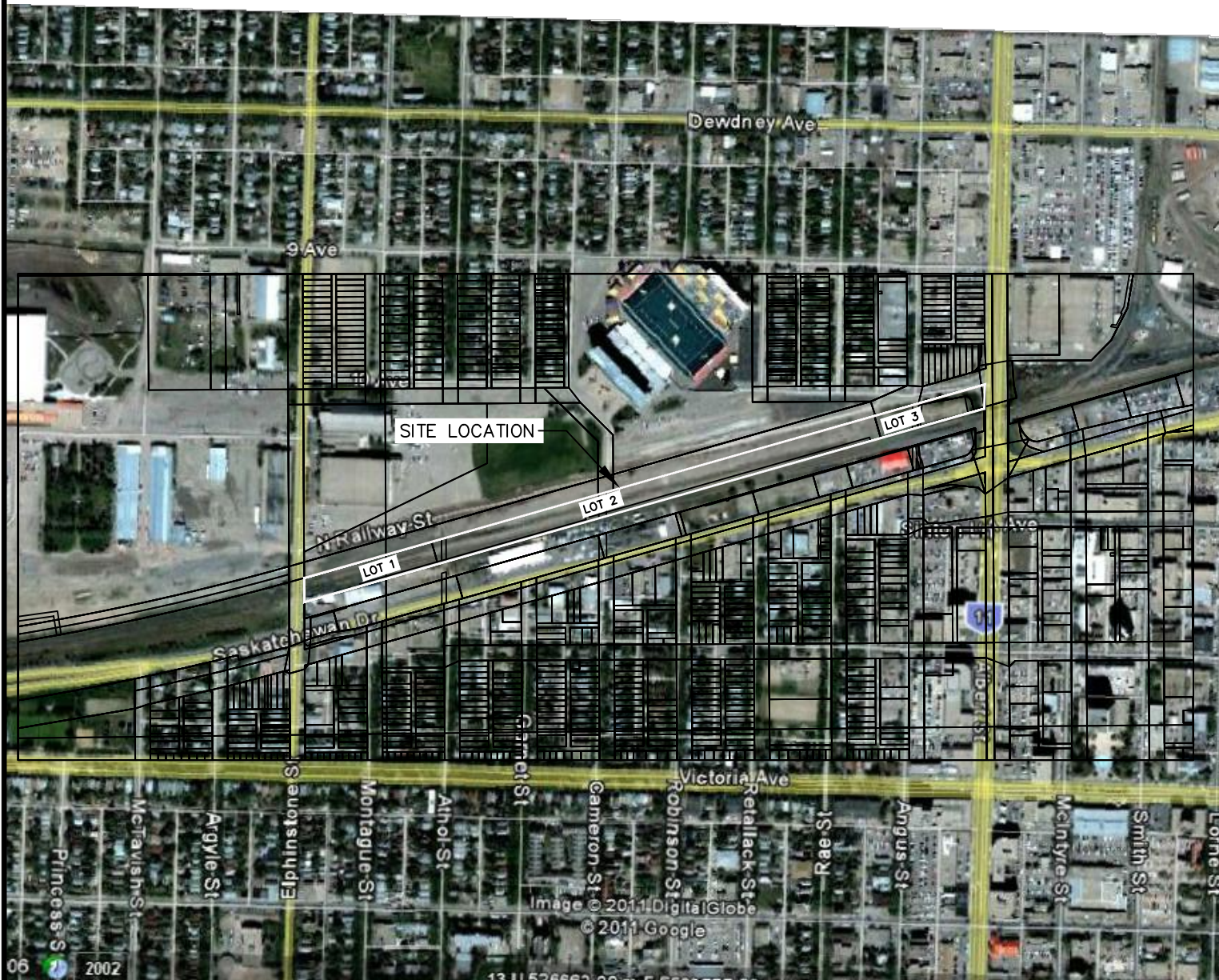
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CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
LOTS 1 & 2 PLAN 94R41933
AND LOT 3 PLAN 95R22044
REGINA, SK

DRAWING TITLE
SATELLITE IMAGE
2006

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DWG. NO. R4791-10	

LEGEND:



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PROJECT TITLE
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
LOTS 1 & 2 PLAN 94R41933
AND LOT 3 PLAN 95R22044
REGINA, SK

DRAWING TITLE

ZONING
MAP

PROJECT NO.		FILE NO.
R4791		R4791
DATE	SCALE	DWG. NO.
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JCS	RMC	R4791-11



Heritage Designated Property

Regina
CITY OF REGINA
Community Services Department
Urban Planning Division

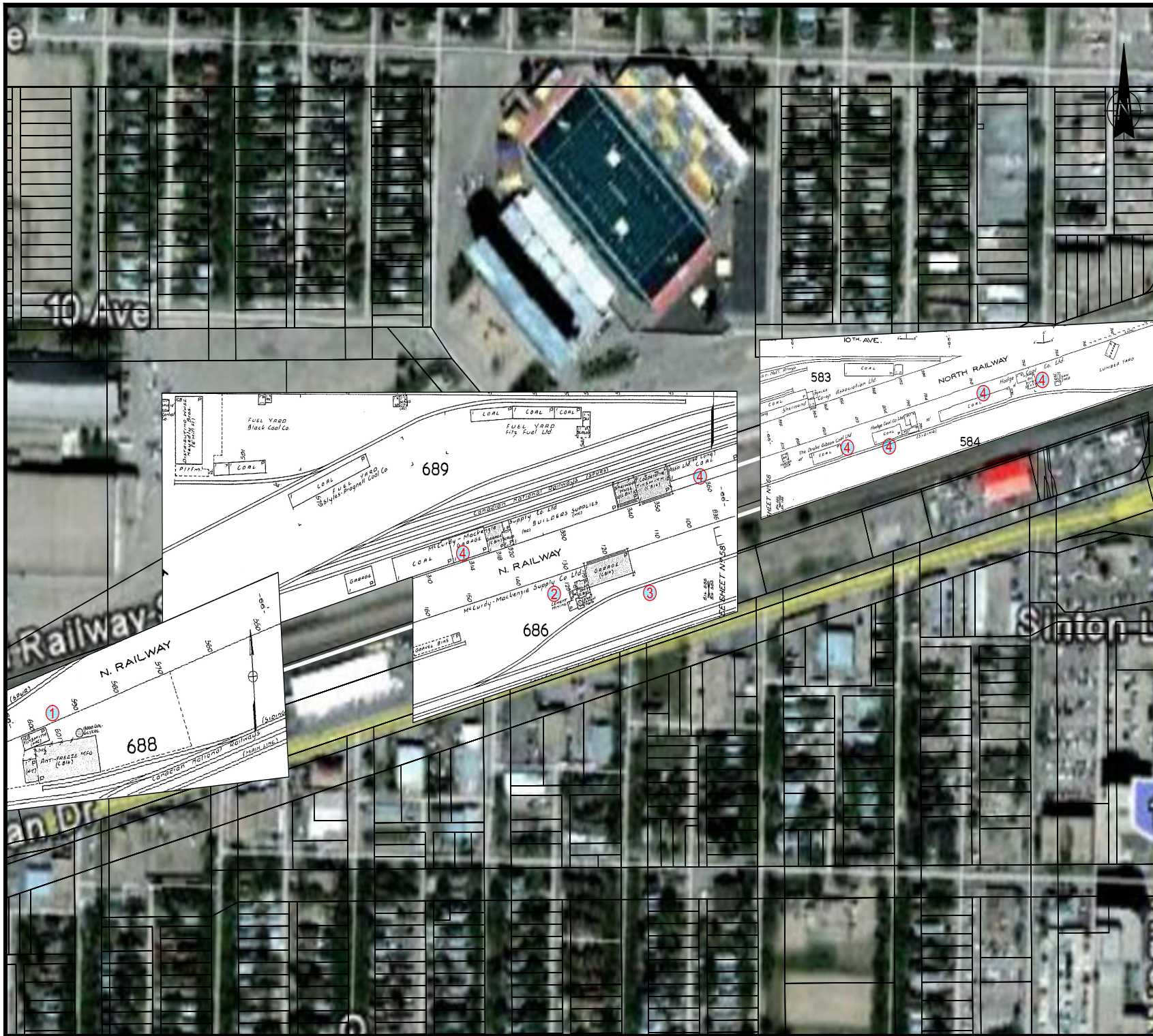
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Date June 21, 2005
Bylaw No. 2005-34

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2488

2689

2687



LEGEND:

AREAS OF CONCERN

- ANTI-FREEZE PLANT ①
- CONCRETE PLANT ②
- CP RAIL SPUR LINE ③
- COAL STORAGE TANKS ④

NOTE:

1. DRAWING BASED ON GOOGLE EARTH IMAGE, GEO-SASK DATA, AND IMAGES PROVIDED BY CLIENT.
2. LOCATION OF FIRE INSURANCE MAP SECTIONS IS VERY APPROXIMATE.

DRAWING REVISIONS

NO.	DD/MM/YY	DESCRIPTION	BY

NO. DD/MM/YY DESCRIPTION BY



CLIENT
CITY OF REGINA

PROJECT TITLE
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
LOTS 1 & 2, PLAN 94R41933 AND
LOT 3 PLAN 95R22044
REGINA, SK

DRAWING TITLE
FIRE INSURANCE
MAPS

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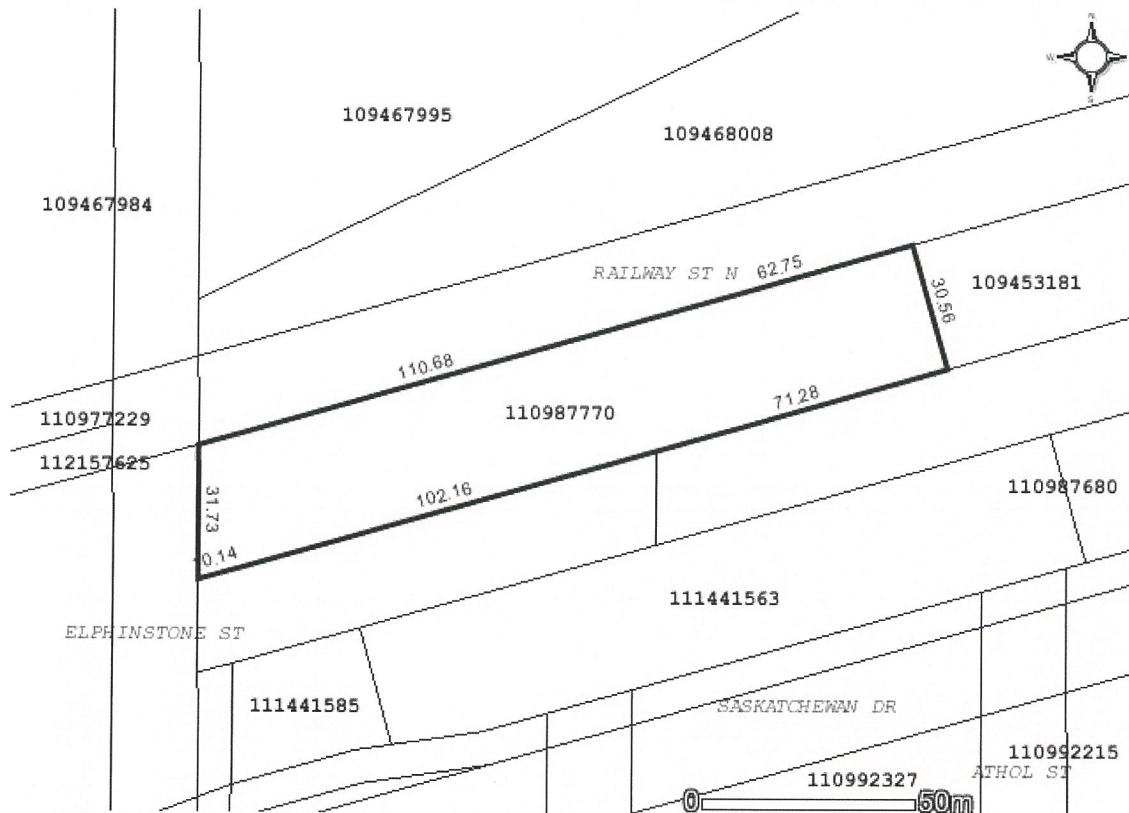
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Appendix A



**Information
Services
Corporation**
of Saskatchewan

Surface Parcel Number: 110987770
LLD: Lot 1-Blk/Par A Plan 94R41933 Ext 0
Parcel Class Code: Parcel (Generic)
Area: 0.548 hectares (1.35 acres)
Request Date: 4-Aug-2011 2:36:28 o'clock PM CST



DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions, or area of any parcel, refer to the plan, or consult a surveyor.

Related Information

Parcel	Land Description
109467984	(Parcel: H)Plan 14513 Ext 0
111441585	Lot 1-Blk/Par B Plan 94R41933 Ext 3
109467995	(Parcel: C)Plan DP3536 Ext 0
109453181	Lot 2-Blk/Par A Plan 94R41933 Ext 0
110977229	(Parcel: A)Plan DP3536 Ext 0
109468008	(Parcel: D)Plan DP3536 Ext 0
110987680	Lot 2-Blk/Par B Plan 94R41933 Ext 0
110987770	Lot 1-Blk/Par A Plan 94R41933 Ext 0
112157625	(Parcel: B)Plan DP3536 Ext 1
111441563	Lot 9-Blk/Par B Plan 101136877 Ext 1

10 Records

Close

Back to top



**Information
Services
Corporation**
of Saskatchewan

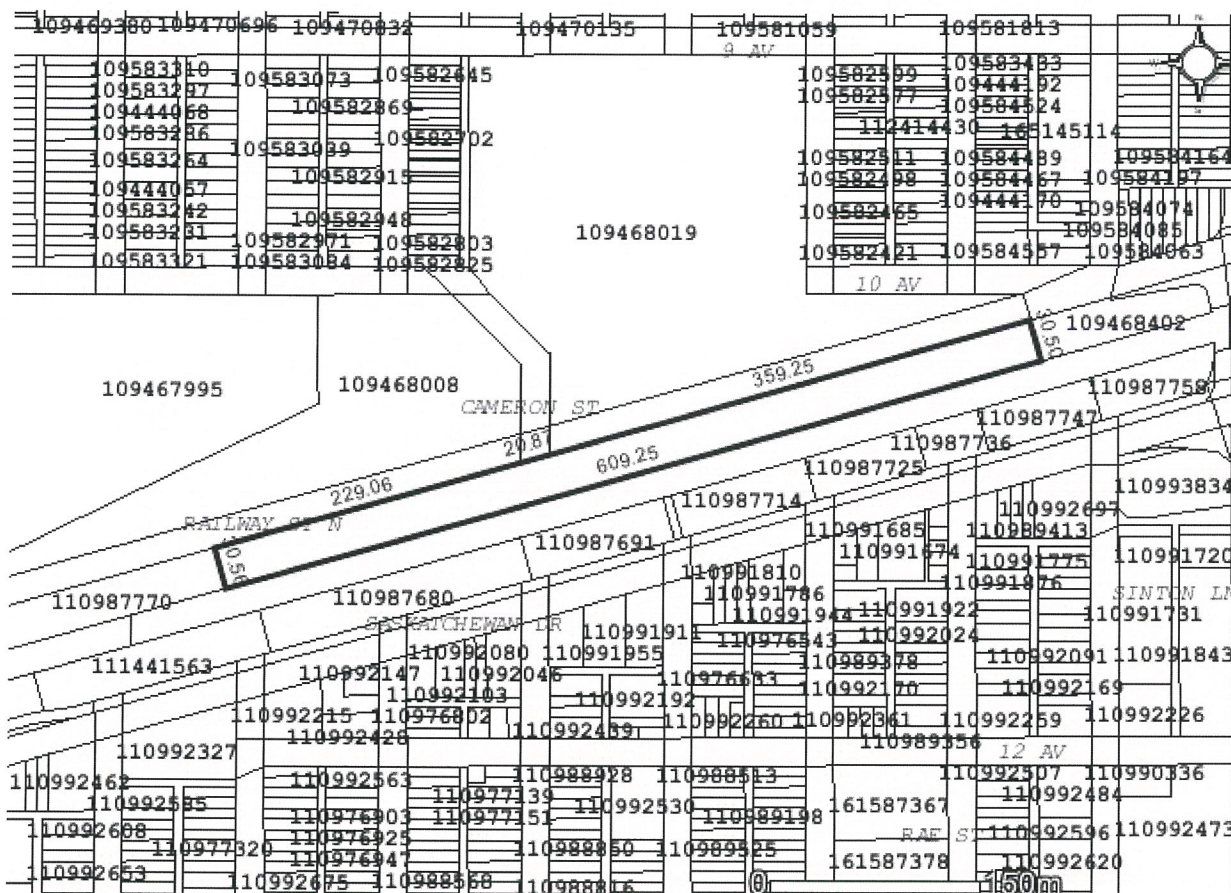
Surface Parcel Number: 109453181

LLD: Lot 2-Blk/Par A Plan 94R41933 Ext 0

Parcel Class Code: Parcel (Generic)

Area: 1.86 hectares (4.60 acres)

Request Date: 4-Aug-2011 2:37:21 o'clock PM CST



DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions, or area of any parcel, refer to the plan, or consult a surveyor.

Related Information

Parcel	Land Description
109583220	Lot L-Blk/Par 258 Plan 78R09318 Ext 0
109582971	Lot 14-Blk/Par 257 Plan AZ4674 Ext 0
110992114	Lot 17-Blk/Par 317 Plan 99RA05074 Ext 0
110991887	Lot 31-Blk/Par 315 Plan 99RA11005 Ext 0
110991854	Lot 3-Blk/Par 315 Plan OLD33 Ext 0
110991685	Lot 39-Blk/Par 314 Plan 99RA11005 Ext 0
110989389	Lot 34-Blk/Par 314 Plan OLD33 Ext 0
110988535	Lot 16-Blk/Par 314 Plan OLD33 Ext 0
110991775	Lot 64-Blk/Par 313 Plan 99RA11005 Ext 0
110991966	Lot 41-Blk/Par 313 Plan OLD33 Ext 0

110991809	Lot 12-Blk/Par 313 Plan OLD33 Ext 0
153782602	Lot 15-Blk/Par 313 Plan 101850319 Ext 0
109584074	Lot 14-Blk/Par 251 Plan OLD33 Ext 0
109583332	Lot 19-Blk/Par 259 Plan OLD33 Ext 0
109581273	Lot 20-Blk/Par 259 Plan OLD33 Ext 0
109582960	Lot 17-Blk/Par 257 Plan AZ4674 Ext 0
109582814	Lot 19-Blk/Par 256 Plan OLD33 Ext 0
110992046	Lot 19-Blk/Par 317 Plan 99RA05074 Ext 0
110991988	Lot 23-Blk/Par 316 Plan 99RA11005 Ext 0
110991911	Lot 25-Blk/Par 316 Plan 99RA11005 Ext 0
110987691	Lot 3-Blk/Par B Plan 94R41933 Ext 0
110991753	Lot 35-Blk/Par 315 Plan 99RA11005 Ext 0
111769263	Lot B-Blk/Par 314 Plan 60R01704 Ext 2
110989390	Lot 35-Blk/Par 314 Plan OLD33 Ext 0
110990224	Lot 33-Blk/Par 314 Plan OLD33 Ext 0
111389643	Lot 43-Blk/Par 314 Plan 99RA11005 Ext 0
110987736	Lot 6-Blk/Par B Plan 94R41933 Ext 0
110991900	Lot 62-Blk/Par 313 Plan 99RA11005 Ext 0
110992035	Lot 60-Blk/Par 313 Plan 99RA11005 Ext 0
110992125	Lot 58-Blk/Par 313 Plan 99RA11005 Ext 0
110992697	Lot 49-Blk/Par 313 Plan 99RA11005 Ext 0
109584052	Lot 16-Blk/Par 251 Plan OLD33 Ext 0
165094780	(Parcel: S2)Plan 102044506 Ext 0
165094791	(Parcel: S1)Plan 102044506 Ext 0
110991977	Lot 32-Blk/Par 315 Plan 99RA11005 Ext 0
110976666	Lot 29-Blk/Par 315 Plan OLD33 Ext 0
110991786	Lot 34-Blk/Par 315 Plan 99RA11005 Ext 0
110976554	Lot 12-Blk/Par 315 Plan OLD33 Ext 0
110987725	Lot 5-Blk/Par B Plan 94R41933 Ext 0
110991764	Lot 11-Blk/Par 313 Plan OLD33 Ext 0
153782590	Lot 14-Blk/Par 313 Plan 101850319 Ext 0
110992013	Lot 51-Blk/Par 313 Plan 99RA11005 Ext 0
110987758	Lot 8-Blk/Par B Plan 94R41933 Ext 0
109581262	Lot 21-Blk/Par 259 Plan OLD33 Ext 0
109467995	(Parcel: C)Plan DP3536 Ext 0
110992080	Lot 6-Blk/Par 317 Plan OLD33 Ext 0
110991933	Lot 55-Blk/Par 314 Plan 99RA11005 Ext 0
110991922	Lot 46-Blk/Par 314 Plan 99RA11005 Ext 0
109584557	Lot 1-Blk/Par 252A Plan DP3536 Ext 0
109453181	Lot 2-Blk/Par A Plan 94R41933 Ext 0
110992091	Lot 53-Blk/Par 313 Plan 99RA11005 Ext 0
109468402	Lot 3-Blk/Par A Plan 95R22044 Ext 0
110991843	Lot 54-Blk/Par 312 Plan 99RA11005 Ext 0
109444079	Lot 16-Blk/Par 258 Plan AZ4674 Ext 0
109583084	Lot 15-Blk/Par 257 Plan AZ4674 Ext 0
109582825	Lot 20-Blk/Par 256 Plan OLD33 Ext 0
110992103	Lot 18-Blk/Par 317 Plan 99RA05074 Ext 0
110991821	Lot 4-Blk/Par 315 Plan OLD33 Ext 0
110976655	Lot 28-Blk/Par 315 Plan OLD33 Ext 0
110976565	Lot 13-Blk/Par 315 Plan OLD33 Ext 0
110987714	Lot 4-Blk/Par B Plan 94R41933 Ext 0
111769241	Lot A-Blk/Par 314 Plan 60R01704 Ext 1

109582601	Lot 20-Blk/Par 253 Plan OLD33 Ext 0
110991674	Lot 40-Blk/Par 314 Plan 99RA11005 Ext 0
110992709	Lot 48-Blk/Par 313 Plan 99RA11005 Ext 0
110989402	Lot 4-Blk/Par 313 Plan OLD33 Ext 0
110989413	Lot 5-Blk/Par 313 Plan OLD33 Ext 0
112157579	Lot 3-Blk/Par 252A Plan 101203850 Ext 2
110991865	Lot 13-Blk/Par 313 Plan OLD33 Ext 0
110992057	Lot 52-Blk/Par 313 Plan 99RA11005 Ext 0
110987747	Lot 7-Blk/Par B Plan 94R41933 Ext 0
109584085	Lot 13-Blk/Par 251 Plan OLD33 Ext 0
109584063	Lot 15-Blk/Par 251 Plan OLD33 Ext 0
110993834	Lot 51-Blk/Par 312 Plan 99RA11005 Ext 0
109583095	Lot 16-Blk/Par 257 Plan AZ4674 Ext 0
109468008	(Parcel: D)Plan DP3536 Ext 0
110987680	Lot 2-Blk/Par B Plan 94R41933 Ext 0
110976677	Lot 30-Blk/Par 315 Plan OLD33 Ext 0
110991944	Lot 36-Blk/Par 315 Plan 99RA11005 Ext 0
110991999	Lot 54-Blk/Par 314 Plan 99RA11005 Ext 0
110989312	Lot 17-Blk/Par 314 Plan OLD33 Ext 0
110992002	Lot 61-Blk/Par 313 Plan 99RA11005 Ext 0
153782589	Lot 50-Blk/Par 313 Plan 99RA11005 Ext 1
110991731	Lot 56-Blk/Par 312 Plan 99RA11005 Ext 0
109581251	Lot 22-Blk/Par 259 Plan OLD33 Ext 0
109583321	Lot M-Blk/Par 258 Plan 78R09318 Ext 0
110987770	Lot 1-Blk/Par A Plan 94R41933 Ext 0
109583219	Lot 17-Blk/Par 258 Plan AZ4674 Ext 0
110992068	Lot 7-Blk/Par 317 Plan OLD33 Ext 0
110991955	Lot 24-Blk/Par 316 Plan 99RA11005 Ext 0
111441574	(Parcel: W1)Plan 94R41933 Ext 0
110991810	Lot 33-Blk/Par 315 Plan 99RA11005 Ext 0
111389609	Lot 41-Blk/Par 314 Plan 99RA11005 Ext 0
110991720	Lot 53-Blk/Par 312 Plan 99RA11005 Ext 0
109581295	Lot 41-Blk/Par 259 Plan OLD33 Ext 0
111441563	Lot 9-Blk/Par B Plan 101136877 Ext 1
110976543	Lot 11-Blk/Par 315 Plan OLD33 Ext 0
109582421	Lot 19-Blk/Par 253 Plan OLD33 Ext 0
110989378	Lot 32-Blk/Par 314 Plan OLD33 Ext 0
111389621	Lot 42-Blk/Par 314 Plan 99RA11005 Ext 0
111389665	Lot 44-Blk/Par 314 Plan 99RA11005 Ext 0
111389687	Lot 45-Blk/Par 314 Plan 99RA11005 Ext 0
110992024	Lot 47-Blk/Par 314 Plan 99RA11005 Ext 0
110992710	Lot 47-Blk/Par 313 Plan 99RA11005 Ext 0
109468019	(Parcel: T)Plan 80R38966 Ext 0
110991876	Lot 63-Blk/Par 313 Plan 99RA11005 Ext 0
110992079	Lot 59-Blk/Par 313 Plan 99RA11005 Ext 0
109584041	Lot 17-Blk/Par 251 Plan OLD33 Ext 0

108 Records

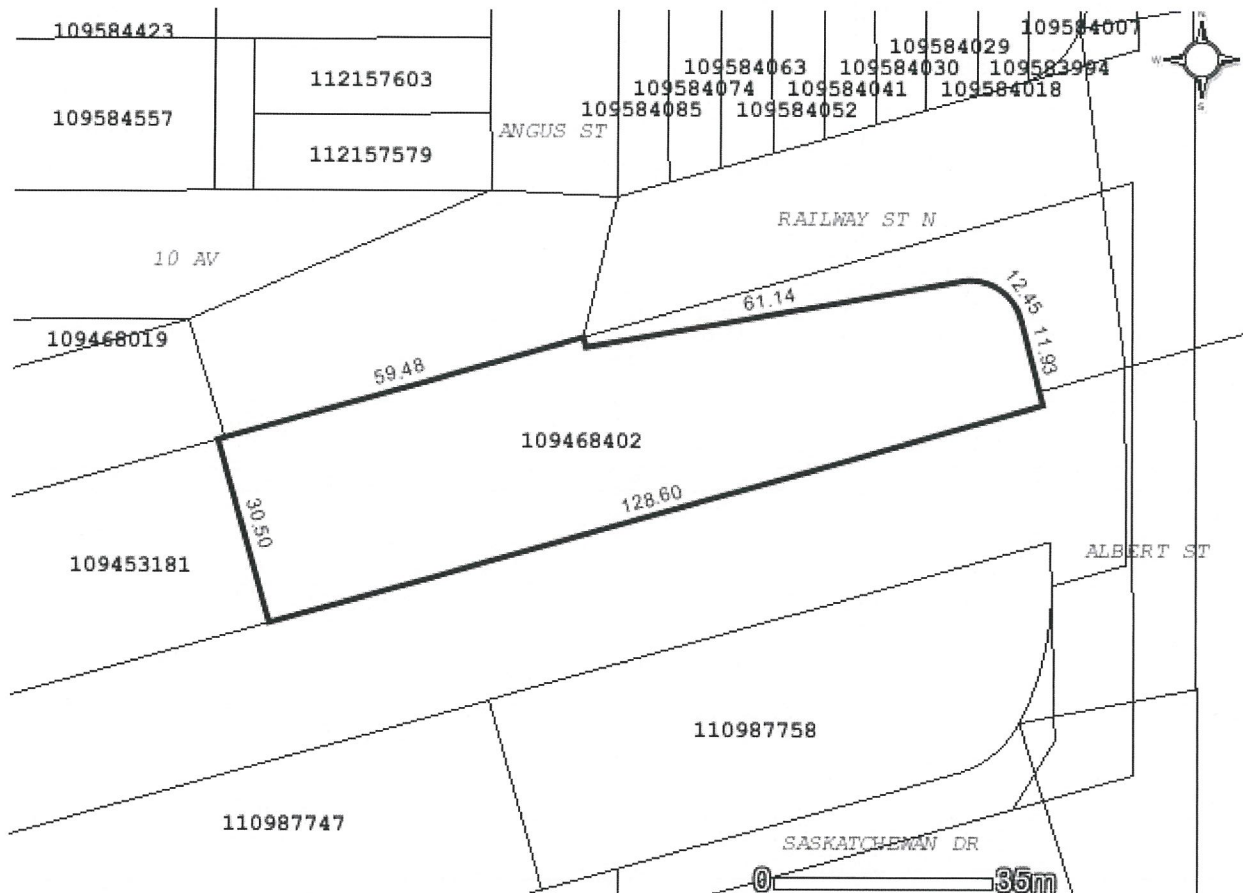
Close

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**Information
Services
Corporation**
of Saskatchewan

Surface Parcel Number: 109468402
LLD: Lot 3-Blk/Par A Plan 95R22044 Ext 0
Parcel Class Code: Parcel (Generic)
Area: 0.357 hectares (0.88 acres)
Request Date: 4-Aug-2011 2:38:13 o'clock PM CST



DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions, or area of any parcel, refer to the plan, or consult a surveyor.

Related Information

Parcel	Land Description
110987758	Lot 8-Blk/Par B Plan 94R41933 Ext 0
109453181	Lot 2-Blk/Par A Plan 94R41933 Ext 0
109468402	Lot 3-Blk/Par A Plan 95R22044 Ext 0
110987747	Lot 7-Blk/Par B Plan 94R41933 Ext 0
109584085	Lot 13-Blk/Par 251 Plan OLD33 Ext 0
109468019	(Parcel: T)Plan 80R38966 Ext 0

6 Records

Close

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Clifton Associates Ltd.
engineering science technology

Appendix B



Canada's Primary Environmental Risk Information Service

Project Site: Mosaic Stadium
1910 Piffles Taylor Way
Regina, SK

Client: Ryan Cooper
Clifton Associates Ltd.
340 Maxwell Crescent
Regina, SK S4N5Y5

ERIS Project No: 20110805005

Report Type: Custom Report - .5km Search Radius

Prepared By: Matt Thompson
mthompson@eris.ca

Date: August 15, 2011

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Order Number: 20110805005
Site Name: Mosaic Stadium
Site Address: 1910 Piffles Taylor Way Regina, SK
Report Type: Custom Report, 0.50 km Search Radius

	<u>Section</u>
Report Summary	i
<i>This outlines the number of records from each database that fall on the site, and within various distances from the site.</i>	
Site Diagram	ii
<i>The records that were found within a specified distance from the project property (the primary search radius) have been plotted on a diagram to provide you with a visual representation of the information available. Sites will be plotted on the diagram if there is sufficient information from the database source to determine accurate geographic coordinates. Each plotted site is marked with an acronym identifying the database in which the record was found (i.e., WDS for Waste Disposal Sites). These are referred to as "Map Keys". A variety of problems are inherent when attempting to associate various government or private source records with locations. EcoLog ERIS has attempted to make the best fit possible between the available data and their positions on the site diagram.</i>	
Site Profile	iii
<i>This table describes the records that relate directly to the property that is being researched.</i>	
Detail Report	iv
<i>This section represents information, by database, for the records found within the primary search radius. Listed at the end of each database are the sites that could not be plotted on the locator diagram because of insufficient address information. These records will not have map keys. They have been included because they may be found to be relevant during a more detailed investigation.</i>	

	<u>Page</u>
ERIS Historical Searches	1
Environmental Spills	2
Hazardous Material Storage	4
Hazardous Substance Storage Sites	6
Hazardous Substance Storage Tanks	7
National PCB Inventory	9
Retail Fuel Storage Tanks	10
Scott's Manufacturing Directory	11
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Appendix: Database Descriptions

Report Summary

Order Number: 20110805005
 Site Name: Mosaic Stadium
 Site Address: 1910 Piffles Taylor Way Regina, SK
 Report Type: Custom Report, 0.50 km Search Radius

Number of Mappable Records Surrounding the Site

Database		Selected	On-site	Within 0.50	0.50km to 2.00km	Total
AUWR	Automobile Wrecking & Supplies	Y	0	0	4	4
CHEM	Chemical Register	Y	0	0	2	2
CONV	Convictions	Y	0	0	0	0
DIS	Wastewater Dischargers	Y	0	0	0	0
EEM	Environmental Effects Monitoring	Y	0	0	0	0
EHS	ERIS Historical Searches	Y	0	7	76	83
EIIS	Environmental Issues Information System	Y	0	0	0	0
ES	Environmental Spills	Y	0	5	111	116
FCON	Federal Convictions	Y	0	0	0	0
FCS	Contaminated Sites on Federal Land	Y	0	0	0	0
HMS	Hazardous Material Storage	Y	0	12	142	154
HORW	Horizontal Wells	Y	0	0	0	0
HSSS	Hazardous Substance Storage Sites	Y	0	4	64	68
HSST	Hazardous Substance Storage Tanks	Y	0	6	89	95
IAFT	Indian & Northern Affairs Fuel Tanks	Y	0	0	0	0
ILOA	Intensive Livestock Operation Approvals	Y	0	0	0	0
MINE	Canadian Mine Locations	Y	0	0	0	0
MNR	Mineral Occurrences	Y	0	0	0	0
NATE	National Analysis of Trends in Emergencies System (NATES)	Y	0	0	4	4
NDFT	National Defence & Canadian Forces Fuel Storage Tanks	Y	0	0	0	0
NDSP	National Defence & Canadian Forces Spills	Y	0	0	0	0
NDWD	National Defence & Canadian Forces Waste Disposal Sites	Y	0	0	0	0
NEES	National Environmental Emergencies System (NEES)	Y	0	0	4	4
NPCB	National PCB Inventory	Y	0	0	43	43
NPRI	National Pollutant Release Inventory	Y	0	0	35	35
OGS	Upstream Oil & Gas Site Spills	Y	0	0	3	3
OGW	Oil and Gas Wells	Y	0	0	0	0
PAP	Canadian Pulp and Paper	Y	0	0	1	1
PCFT	Parks Canada Fuel Storage Tanks	Y	0	0	0	0
PES	Pesticide Register	Y	0	0	0	0
RST	Retail Fuel Storage Tanks	Y	0	1	28	29
SCT	Scott's Manufacturing Directory	Y	0	16	252	268
WDS	Waste Disposal Site Inventory	Y	0	0	0	0
WWIS	Water Well Information System	Y	0	2	36	38
TOTAL			0	53	894	947

The databases chosen by the client as per the submitted order form are denoted in the 'Selected' column in the above table. Counts have been provided outside the primary buffer area for cursory examination only. These records have not been examined or verified, therefore, they are subject to change.



Pinpointing Your Environmental Risks


12 Concorde Pl, Suite 800 North York, ON M3C 4J2
416-510-5204

Project Property: Mosaic Stadium
1910 Piffles Taylor Way
Regina, SK


ERIS Project #: 20110805005

Date: AUG-15-2011

LEGEND




Project Property




Database Location

Points of Interest




Chimney




Silo


Pipe & Transmission Lines




Pipeline



Transmission Line




Transmission Tower




Transformer Station


Rail




Railway - Main




Railway - Sidetrack



Railway - Abandoned




Bridge




Tunnel


Transportation - Other



Embankment




Trail




Runway


Hydrographic Features




Permanent Waterway




Intermittent Waterway




Open Reservoir




Dyke/Levee



Dam




Breakwall




Wetland


Landuse Classifications




Open Area




Residential




Commercial




Resource and Industrial



Government and Institutional




Parks and Recreational




Waterbody


Recreation




Golf Course/Driving Range




Park/Sports Field




Other Recreation Area



Sports/Race Track




Cemetery




Campground


Vegetation



Wooded Area




Orchard




Vineyard


Industrial Resources




Conveyor




Crane: Moveable




Crane: Stationary




Tank




Rock Cut



Auto Wrecker

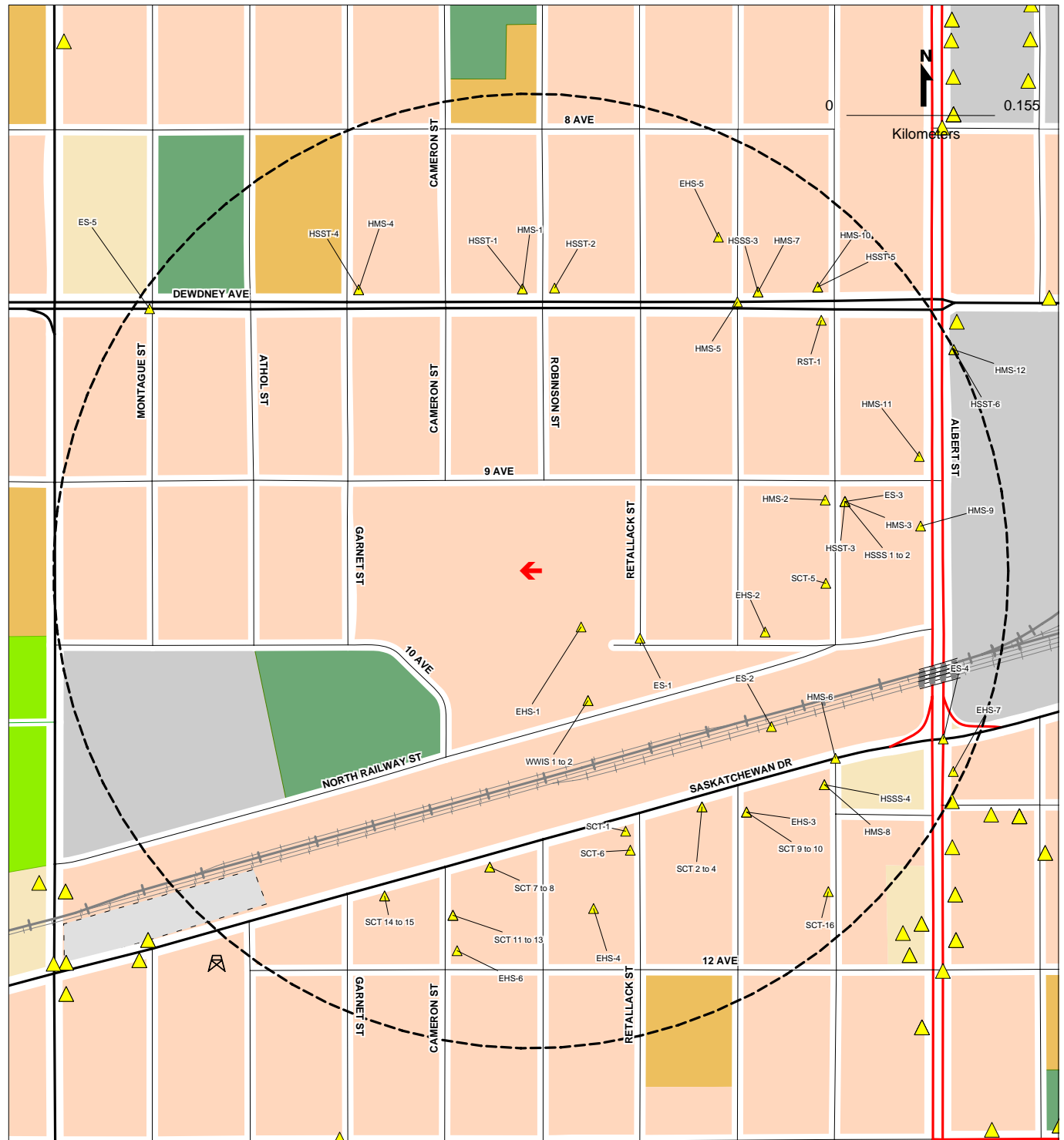


Lumber Yard



Pit

SITE DIAGRAM



This diagram is to be used solely for relative street location purposes.
It may not accurately portray street or site positions.

Site Report

Order Number: 20110805005

Site Name: Mosaic Stadium

Site Address: 1910 Piffles Taylor Way Regina, SK

Report Type: Custom Report, 0.50 km Search Radius

FOR COMPLETE INFORMATION, REFER TO DETAIL REPORT

A search has been conducted for this site (address) and company name. No records were found, within the database(s) selected, that meet either of these criteria.

Detail Report

Order Number: 20110805005
Site Name: Mosaic Stadium
Site Address: 1910 Piffles Taylor Way Regina SK
Report Type: Custom Report, 0.50 km Search Radius

If information is required for sites located beyond the selected address, please contact your ERIS representative.

ERIS Historical Searches

Environmental Spills

Hazardous Material Storage

Hazardous Substance Storage Sites

Hazardous Substance Storage Tanks

National PCB Inventory

Retail Fuel Storage Tanks

Scott's Manufacturing Directory

Water Well Information System

ERIS Historical Searches

Map Key	Company	Address	Order No.	Report Date	Report Type	Search Radius (km)
EHS-1		2940 10th Avenue Regina	20061023030	11/1/2006	Complete Report	0.25
			Addit. Info Ordered:			
EHS-2		2720 10th Avenue Regina S4T 1E9	20030115004	1/24/03	Basic Report	0.25
			Addit. Info Ordered:			
EHS-3		201-1815 Rae St., 2nd Floor Regina S4T 2E3	20060404050	4/13/2006	Complete Report	0.25
			Addit. Info Ordered:	Fire Insur. Maps and/or Site Plans		
EHS-4		1800 Block Robinson Street Regina	20110307042	3/16/2011	Standard Report	0.25
			Addit. Info Ordered:			
EHS-5		1454 Rae Street Regina S4T 2C5	20091215010	12/21/2009	Custom Report	0.25
			Addit. Info Ordered:			
EHS-6		1873 Cameron Street Regina S4T 2T9	20020905012	9/10/02	Complete Report	0.50
			Addit. Info Ordered:			
EHS-7		1821 Albert St. Regina S4P 2S9	20031111004	11/12/03	Site Report	0.25
			Addit. Info Ordered:			

Environmental Spills

Map Key	Company	Address	Spill ID	Date of Spill	Quantity	Units	DLS	Material
ES-1		2271 DEWDNEY AVE REGINA S4R 1G8	2003-0281	9/24/2003	500	Litres		Diesel
			Other Material					
ES-2		RAILYARD @ LEWVAN DR & 1ST AVE REGINA	1999-0361	6/1/1999	550	Litres		Diesel
			Other Material LOCOMOTIVE DIESEL FUEL					
ES-3		1601 Angus St., Regina - Hertz Bus Lines; REGINA	1993-0207	7/14/1993	unknown	Litres		OTHER OILS
			Other Material					
ES-4		REGINA-SASK DR./ALBERT ST.; REGINA	1986-0155	8/1/1986	1	Litres		PCBs
			Other Material					
ES-5		Regina, intersection of dewdney ave and montague; REGINA	1995-0433	9/7/1995	45	Litres		OTHER OILS
			Other Material					
n/a		REGINA - DEWDNEY AVE E; REGINA	1982-0157	//	8	Litres		ACID
			Other Material					
n/a		REGINA - RAE ST.; REGINA	1982-0158	9/17/1982	1201	Litres		TRANSFORMER OIL
			Other Material					
n/a		REGINA - DEWDNEY AVE. W.; REGINA	1983-0199	12/6/1983	unknown			FERTILIZER
			Other Material					
n/a		REGINA - ALBERT STREET; REGINA	1986-0157	8/1/1986	2	Litres		PCBs
			Other Material					
n/a		CP TRANSPORT/DEWDNEY AVE, REGINA; REGINA	1987-0048	4/6/1987	5	Litres		PESTICIDE
			Other Material					

Environmental Spills

Map Key	Company	Address	Spill ID	Date of Spill	Quantity	Units	DLS	Material
n/a		REGINA, ELPHINSTONE&MCKINLY STORM; REGINA	1989-0180	7/6/1989	50	Litres		UNKNOWN
			Other Material					
n/a		REGINA, ALBERT ST. GAS BAR; REGINA	1989-0350	11/23/1989	50	Litres		GASOLINE
			Other Material					
n/a		Regina. Northgate Esso on Albert Street.; REGINA	1991-0030	//	2734	Litres		Gasoline
			Other Material					
n/a		Regina, Angus st. and Sinton avenue.; REGINA	1992-0224	7/20/1992	unknown			Gasoline
			Other Material					
n/a		Regina , Garnet and Wascana Creek ; REGINA	1994-0182	6/9/1994	unknown	Litres		Sewage
			Other Material					
n/a		Regina Yard, Dewdney avenue, contained to back of REGINA	1994-0426	11/18/1994	2	Litres		OTHER
			Other Material					
n/a		Regina, garnet street lift station; REGINA	1995-0381	9/5/1995	unknown	Litres		Sewage
			Other Material					
n/a		Regina, garnet street lift station; REGINA	1995-0382	8/26/1995	unknown	Litres		Sewage
			Other Material					
n/a		Regina, Dewdney Avenue in back of Trailer; REGINA	1996-0067	2/15/1996	15	Litres		OTHER
			Other Material					
n/a		BETWEEN ALBERT ST AND LEWVAN IN CITY LIMITS Regina	80569	9/10/04	909.2	L		DIESEL FUEL LIQ
			Other Material					

Hazardous Material Storage

Map Key	Company	Address	Operation ID	Operation Status	Operation Name	Land Description
HMS-1		3014 DEWDNEY AVE., REGINA S4T 0Y2	10105	Inactive	DEWDNEY ESSO STORAGE SITE	
HMS-2		1610 Angus Street, REGINA S4T 1Z2	8678	Operating	HERTZ BUS LINE STORAGE SITE	
HMS-3		1601 ANGUS STREET, REGINA S4T 1Z3	11924	Operating	FIRSTBUS CANADA LTD. STORAGE SITE	
HMS-4		3134 DEWDNEY AVE., REGINA S4T 0Y4	11455	Inactive	GARNET SERVICE STORAGE SITE	
HMS-5		S.E. CORNER OF DEWDNEY AVE. & RAE ST., REGINA	10262	Reclaimed	TEXACO CANADA INC. STORAGE SITE	
HMS-6		SASKATCHEWAN DRIVE & ANGUS STREET, REGINA	7898	Reclaimed	SASK PLACE STORAGE SITE	
HMS-7		2732 DEWDNEY AVE., REGINA S4T 0X5	5791	Operating	SUPREME AUTO BODY LTD. STORAGE SITE	
HMS-8		1800 ANGUS ST., REGINA S4T 1Z4	5736	Operating	REGINA AUTO BODY SHOP LTD. STORAGE SITE	
HMS-9		1620 ALBERT ST., REGINA S4P 2S6	8342	Reclaimed	RAVE ON INC. STORAGE SITE	
HMS-10		2700 DEWDNEY AVE., REGINA S4T 0X5	11164	Operating	DEWDNEY SHELL CENTRE STORAGE SITE	
HMS-11		1580 ALBERT ST., REGINA S4P 2S4	9598	Decommissioning	TAYLOR VOLKSWAGEN INC. (REGINA) STORAGE SITE	
HMS-12		1515 ALBERT ST., REGINA S4P 2S5	10274	Decommissioning	WESTFAIR PROPERTIES LTD. (SUPERSTORE SERVICE STATION, REGIN	
n/a		1401 MONTAGUE ST., REGINA	7685	Operating	DEWDNEY POOL STORAGE SITE	

Hazardous Material Storage

Map Key	Company	Address	Operation ID	Operation Status	Operation Name	Land Description
n/a		ELPHINSTONE ST., REGINA	9336	Operating	DEPT. OF NATIONAL DEFENCE- REGINA ARMOURY STORAGE SITE	
n/a		ALBERT ST. (GOLDEN MILE), REGINA	10894	Under Construction	EXTRA FOODS & GAS BAR #9037 STORAGE SITE	

Hazardous Substance Storage Sites

Map Key	Company	Address	Application Date	Facility Code	Site Number	Storage Area (m²)	Storage Type	Contents
HSSS-1	FIRSTBUS CANADA LTD.	1601 ANGUS STREET REGINA S4T 1Z3	10/20/1992	TR - 32	O - 2	5000	OUTDOOR	NAPTHA PETROLEUM
HSSS-2	FIRSTBUS CANADA LTD.	1601 ANGUS STREET REGINA S4T 1Z3	11/23/1989	TR - 32	O - 2	5000	Outdoor	NAPTHA PETROLEUM
HSSS-3	SUPREME AUTO BODY LTD.	2732 DEWDNEY AVE. REGINA S4T 0X5	10/21/1992	AU - 95	W - 2	0	Warehouse	WASTE PAINT & RELATED MATERIALS
HSSS-4	REGINA AUTO BODY SHOP LTD.	1800 ANGUS ST. REGINA S4T 1Z4	9/25/1992	AU - 45	W - 2	6	Warehouse	WASTE PAINT & RELATED MATERIALS
n/a	DEWDNEY POOL	1401 MONTAGUE ST. REGINA S4P 3C8	10/14/1992	OT - 1425	W - 2	2	Warehouse	CHLORINE
n/a	REGINA MOTOR PRODUCTS (1970) LTD.	ALBERT ST. S. REGINA S4P 3A8	10/16/1992	OT - 1520	W - 2	7	Warehouse	WASTE PAINT & RELATED MATERIALS

Hazardous Substance Storage Tanks

Map Key	Company	Address	Facility Code	Business Description	Type	Capacity (L)	Tank Contents Description	Other Contents
HSST-1	DEWDNEY ESSO	3014 DEWDNEY AVE. REGINA S4T 0Y2	SE - 1218	Service Station	Underground	22730	GASOLINE (MOTOR)	
			Application Date:	1/4/1990	Underground	22730	GASOLINE (MOTOR)	
					Underground	13638	GASOLINE (MOTOR)	
HSST-2	7-ELEVEN (REGINA)	2934 DEWDNEY AVE. REGINA S4T 0X9	AB - 331	Abandoned	Underground			
			Application Date:	7/7/2003				
HSST-3	FIRSTBUS CANADA LTD.	1601 ANGUS STREET REGINA S4T 1Z3	TR - 32	Trucking	Aboveground	900	GASOLINE (MOTOR)	
			Application Date:	11/23/1989	Underground	9092	GASOLINE (MOTOR)	
					Underground	9092	DIESEL	
HSST-4	GARNET SERVICE	3134 DEWDNEY AVE. REGINA S4T 0Y4	SE - 69	Service Station	Underground	22700	GASOLINE (MOTOR)	
			Application Date:	7/7/1989	Underground	22700	GASOLINE (MOTOR)	
					Underground	22700	GASOLINE (MOTOR)	
					Underground	2270	WASTE OIL	
					Underground	2270	HEATING OIL / FURNACE FUEL	
HSST-5	DEWDNEY SHELL CENTRE	2700 DEWDNEY AVE. REGINA S4T 0X5	SE - 417	Service Station	Underground	45456	GASOLINE (MOTOR)	
			Application Date:	8/2/1989	Underground	45456	GASOLINE (MOTOR)	
					Underground	22728	GASOLINE (MOTOR)	
HSST-6	WESTFAIR PROPERTIES LTD. (SUPERSTORE SERVICE STATION)	1515 ALBERT ST. REGINA S4P 2S5	SE - 1376	Service Station	Underground	35000	GASOLINE (MOTOR)	
			Application Date:	3/5/1991	Underground	35000	GASOLINE (MOTOR)	
					Underground	35000	GASOLINE (MOTOR)	
					Underground	35000	GASOLINE (MOTOR)	
n/a	DEPT. OF NATIONAL DEFENCE- REGINA ARMOURY	ELPHINSTONE ST. REGINA	OT - 861	Other	Underground	2270	WASTE OIL	
			Application Date:	6/18/1990				

Hazardous Substance Storage Tanks

Map Key	Company	Address	Facility Code	Business Description	Type	Capacity (L)	Tank Contents Description	Other Contents
n/a	EXTRA FOODS & GAS BAR #9037	ALBERT ST. (GOLDEN MILE) REGINA	SE - 1947	Service Station	Underground	45000	GASOLINE (MOTOR)	
			Application Date:	12/5/2002	Underground	20000	DIESEL	
					Underground	45000	GASOLINE (MOTOR)	
					Underground	20000	GASOLINE (MOTOR)	

National PCB Inventory

Map Key	Company		Address	Company Code	Transaction Date	Inspection Date	Industry	Site Status
n/a	THYSSEN MINING CONSTRUCTION OF CANADA LTD.		ALBERT ST. N . BOX 1997 REGINA	U0146	3/4/1998		MINING/SMELTING	
<u>Label</u>	<u>No. of Items</u>	<u>Contents</u>	<u>Serial No.</u>	<u>Item/State</u>	<u>Status</u>	<u>PCB Type/Code</u>	<u>Location</u>	<u>Manufacturer</u>
WN15366	1	5 L	195128	TRANSFORMER/DRAIN ED	STORED FOR DISPOSAL	MINERAL OIL/LOW	2409 ALBERT SI. N .. REGINA	GENERAL ELECTRIC
WN15364	1	5 L	195129	TRANSFORMER/DRAIN ED	STORED FOR DISPOSAL	MINERAL OIL/LOW	2409 ALBERT SI. N. REGINA	GENERAL ELECTRIC
WN15365	1	5 L	477131	TRANSFORMER/DRAIN ED	STORED FOR DISPOSAL	MINERAL OIL/LOW	2409 ALBERT ST N .. REGINA	WESTINGHOUSE
WN15367	1	5 L	S40490	TRANSFORMER/DRAIN ED	STORED FOR DISPOSAL	MINERAL OIL/LOW	2409 ALBERT SI. N .. REGINA	PIONEER ELECTRIC
WN15368	1	5 L	121825	TRANSFORMER/DRAIN ED	STORED FOR DISPOSAL	MINERAL OIL/LOW	2409 ALBERT SI. N. REGINA	ENGLISH ELECTRIC

Retail Fuel Storage Tanks

Map Key	Company	Address	Facility	Description
RST-1	REGINA MUFFLER & BRAKE CENTRE	2705 DEWDNEY AVE REGINA S4T 0X6	Service Stations-Gasoline, Oil & Natural Gas	

Scott's Manufacturing Directory

Map Key	Company	Address	Established	Plant Size (ft ²)	Employment	SIC/NAICS Code	Description
SCT-1	Print 1 Instant Services Ltd.	2901 Saskatchewan Dr Regina S4T 1H4	1976	3000		323114	Quick Printing
						418210	Stationery and Office Supplies Wholesaler-Distributors
SCT-2	PIONEER OPTICAL LTD.	2825 Saskatchewan Dr Unit 100 Regina S4T 1H3	1981	3500	9	327215	Glass Product Manufacturing from Purchased Glass
						339110	Medical Equipment and Supplies Manufacturing
SCT-3	Pioneer Optical Ltd.	100-2825 Saskatchewan Dr Regina S4T 1H3	01-FEB-81	3500		339110	Medical Equipment and Supplies Manufacturing
SCT-4	Corby Distilleries Limited	202-2825 Saskatchewan Dr Regina S4T 1H3	01-FEB-59	400		413220	Alcoholic Beverage Wholesaler- Distributors
						413220	Alcoholic Beverage Wholesaler- Distributors
SCT-5	Do It Yourself Ceramic Studio	1654 Angus St Regina S4T 1Z2	01-JAN-86	1000		327110	Pottery, Ceramics and Plumbing Fixture Manufacturing
						327110	Pottery, Ceramics and Plumbing Fixture Manufacturing
						611690	All Other Schools and Instruction
						327120	Clay Building Material and Refractory Manufacturing
SCT-6	Print 1 Instant Services Ltd.	1818 Retallack St Regina S4T 2J7	01-FEB-76	3000		323114	Quick Printing
						418210	Stationery and Office Supplies Wholesaler-Distributors
SCT-7	Okamoto Canada Ltd.	3030 Saskatchewan Dr Regina S4T 6P1	1994	10000	12	327120	Clay Building Material and Refractory Manufacturing

Scott's Manufacturing Directory

Map Key	Company	Address	Established	Plant Size (ft ²)	Employment	SIC/NAICS Code	Description
SCT-8	Noran Tel Communications Ltd	3033 Saskatchewan Dr Regina S4T 1H5	1991	18000	70	332118	Stamping
						334210	Telephone Apparatus Manufacturing
						334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing
						334410	Semiconductor and Other Electronic Component Manufacturing
						334512	Measuring, Medical and Controlling Devices Manufacturing
						335312	Motor and Generator Manufacturing
						335315	Switchgear and Switchboard, and Relay and Industrial Control Apparatus Manufacturing
						335990	All Other Electrical Equipment and Component Manufacturing
SCT-9	A & N Signs Co. Ltd.	1815 Rae St Regina S4T 2E3	01-JAN-16	3750		418990	All Other Wholesaler- Distributors
						416210	Metal Service Centres
						339950	Sign Manufacturing
						418410	Chemical (except Agricultural) and Allied Product Wholesaler- Distributors
						339950	Sign Manufacturing
SCT-10	Edwards - Part of GE Security	1815 Rae St Regina S4T 2E3	1929			414210	Home Entertainment Equipment Wholesaler-Distributors
						414220	Household Appliance Wholesaler-Distributors
						416110	Electrical Wiring and Construction Supplies Wholesaler-Distributors
						417320	Electronic Components, Navigational and Communications Equipment and Supplies Wholesaler- Distributors
						417990	All Other Machinery, Equipment and Supplies Wholesaler- Distributors
						561621	Security Systems Services (except Locksmiths)

Scott's Manufacturing Directory

Map Key	Company	Address	Established	Plant Size (ft ²)	Employment	SIC/NAICS Code	Description
SCT-11	PLS Sign & Graphic Industries	1855 Cameron St Regina S4T 2T9	01-FEB-82	5000		334110	Computer and Peripheral Equipment Manufacturing
						339950	Sign Manufacturing
						339950	Sign Manufacturing
SCT-12	Regina Tent & Awning Co. Ltd.	1855 Cameron St Regina S4T 2T9	1/1/1907	10500		314910	Textile Bag and Canvas Mills
						314910	Textile Bag and Canvas Mills
						316990	Other Leather and Allied Product Manufacturing
						314120	Curtain and Linen Mills
SCT-13	Regina Tent & Awning	1855 Cameron St Regina S4T 2T9	01-FEB-07	10500		314910	Textile Bag and Canvas Mills
						314910	Textile Bag and Canvas Mills
						314120	Curtain and Linen Mills
						316990	Other Leather and Allied Product Manufacturing
SCT-14	Rick's Custom Cabinets & Renovations Ltd.	3121 Saskatchewan Dr Regina S4T 1H6	1981	6000	10		
SCT-15	Rick's Custom Cabinets	3121 Saskatchewan Dr Regina S4T 1H6	01-JAN-81	6000		414220	Household Appliance Wholesaler-Distributors
						321911	Wood Window and Door Manufacturing
						321919	Other Millwork
						416330	Hardware Wholesaler- Distributors
						337213	Wood Office Furniture, including Custom Architectural Woodwork, Manufacturing
						337110	Wood Kitchen Cabinet and Counter Top Manufacturing
SCT-16	INTRIQUIP INSTRUMENTS	1862 Angus St Regina S4T 1Z4	0000	1200	2	334512	Measuring, Medical and Controlling Devices Manufacturing

Water Well Information System

Map Key	Company	Address	Driller Report #	Completed Date	Depth (ft)	Elevation (ft)	Water Use	Well Use	Method Well Developed
WWIS-1			011616	4/1/1950	140	1925	Municipal	Water Test Hole	Drilled
			DLS Coordinates: NE1/4-24-17-20-2						
			Municipality:						
			Depth (ft)	Colour	Material	Description			
			55	Unknown	Unknown	Unknown			
			118	Grey	Clay	Gravelly			
			124	Grey	Clay	Unknown			
			126	Unknown	Sand & Gravel	Clayey			
140	Grey	Silty Clay	Unknown						
WWIS-2			011615	3/10/1950	201	1925	Municipal	Water Test Hole	Drilled
			DLS Coordinates: NE1/4-24-17-20-2						
			Municipality:						
			Depth (ft)	Colour	Material	Description			
			55	Brown	Clay	Unknown			
			124	Grey	Clay	Stoney			
			132	Unknown	Sand & Gravel	Unknown			
			135	Unknown	Sand	Fine			
			147	Grey	Silty Clay	Unknown			
			166	Unknown	Silty Clay	Sand Streaks			
201	Blue	Clay	Gritty						

Appendix: Saskatchewan Database Descriptions

EcoLog Environmental Risk Information Services Ltd can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to EcoLog ERIS at the time of update. **Note:** Databases denoted with “*” indicates that the database will no longer be updated. See the individual database descriptions for more information.

Provincial Source Databases:

Convictions 1995-Mar 2011

CONV

This database summarizes the penalties and convictions handed down by the Saskatchewan courts. Companies and individuals that have been found guilty of environmental offenses under Saskatchewan’s Environmental Protection Legislation are listed in this database. The records in this database are associated with the City the offense took place and are not plotted.

Wastewater Dischargers 2000-May 2010

DIS

This database is maintained by SERM and supplies the locations of the wastewater dischargers in the province. The geographic coordinates have been provided in DLS (Dominion Land Survey) format but do not contain offsets that are necessary to pinpoint a specific location. Therefore, locations will be accurate to the LSD or Quarter section only.

Environmental Spills 1977-Mar 2011

ES

This database includes an inventory of known spills that occurred throughout the province and that are reported under regulation R.R.S. c. D-14, Reg. 1. Some of the geographic coordinates have been provided in DLS (Dominion Land Survey) format but do not contain offsets that are necessary to pinpoint a specific location. Therefore, locations will be accurate to the LSD or Quarter section only.

Hazardous Material Storage Sites 1980-Mar 2011

HMS

The Saskatchewan Hazardous Materials Storage Program collects this information. With the approval of the Ministry of Environment, hazardous substances and waste dangerous goods can be stored in underground storage tanks, above-ground storage tanks, outdoor storage site and warehouse/indoor storage sites. A hazardous substance/waste is defined as a substance/waste that because of its quantity, concentration or physical, chemical or infectious characteristics, either individually or in combination with other substances, is an existing or potential threat to the environment or human health. This inventory includes information on operator ID, operation name, address, legal land description and operation status.

Horizontal Wells Aug 1987-June 2007

HORW

Saskatchewan Industry and Resources maintains an inventory of all horizontal wells drilled in the province. The database provides detailed information in regard to well name, owner name, status, licence no., initial and final drilling date, well type, horizon name and pool name.

Hazardous Substance Storage Sites 1989-Feb 2006*

HSSS

This is an inventory of hazardous substance storage sites that must be registered under regulation 25/92, S. 3. The database is a catalog of information on the location of outdoor and warehouse sites, housing hazardous products used by companies in the agricultural, chemical, farming, warehousing, trucking, waste recycling, distribution, service stations/repair shops, bulk stations, autobody, mining, and manufacturing industry. Information is provided on the type of product(s) stored, application date, company name, location, and the type of business service operated on site. For current information, please refer to the HMS database.

Hazardous Substance Storage Tanks 1989-Feb 2006***HSST**

This is an inventory of hazardous substance storage tanks that must be registered under regulation 25/92, S. 3. The database is a compilation of information on aboveground and underground storage tanks that hold substances such as gasoline, diesel, chemicals, heating oil, kerosene and alcohol blended products. Information is provided on the contents and capacity of the tank, company name, location, and the type of business service operated on site. For current information, please refer to the HMS database.

Intensive Livestock Operations 1971-May 2009**ILOA**

Under the Agricultural Operations Act, certain types of intensive livestock operations are required to obtain plan approval. Approvals are subject to the size of operation and their proximity to a water source. Those requiring plan approval must submit documentation regarding manure storage, utilization of manure nutrients and disposal method for dead animals. Sask. Agriculture, Food and Rural Revitalization maintains a database of approvals issued over the last three decades, for operations that may or may not be currently operational. An ILO plan approval may have been issued to an intensive livestock operation but never been constructed, been approved and not constructed yet, or it may have been constructed and later discontinued. There is no distinction in the database between operational and non-operational sites. Please note that the value "Sum of Animal Units" is a calculation used to compare different types of livestock operations (each type of animal is rated on a scale). Geographic coordinates were provided in DLS (Dominion Land Survey) format but do not contain offsets that are necessary to pinpoint a specific location. Therefore, locations will be accurate to the Quarter section only.

Mineral Occurrences 1981-Nov 2006**MNR**

Saskatchewan Energy and Mines maintains an inventory of 2890 separate mineral occurrences in the "Saskatchewan Mineral Deposit Index" regarding metallic, industrial mineral and coal deposits. Information within the database pertains to the SMDI No., showing name, location, commodity, deposit type, status, classification and geographical reference data. For additional information regarding geological data and exploration history, please contact the office and quote the SMDI No.

Upstream Oil and Gas Site Spills 1990-Jan 2011**OGS**

Saskatchewan Industry and Resource compiles spill information pertaining to crude oil, produced water and spills on upstream oil and gas facilities. Information includes location, date of spill, substance spilled, total amount spilled and source.

Pesticide Register 1998-Apr 2010**PES**

Saskatchewan Agriculture and Food maintains a database of all vendors of registered pesticides.

Waste Disposal Site Inventory 2000-Apr 2011**WDS**

This inventory pertains to registered waste disposal sites within the province of Saskatchewan. Specific dates as to when the waste disposal site was activated are not available. The geographic coordinates have been provided in DLS (Dominion Land Survey) format but do not contain offsets that are necessary to pinpoint a specific location. Therefore, locations will be accurate to the LSD or Quarter section only.

Water Well Information System 1900-Jun 2010**WWIS**

This database was collected from Saskatchewan Water, Water Resource Administration and contains over 100,000 records. The geographic coordinates have been provided in DLS (Dominion Land Survey) format but do not contain offsets that are necessary to pinpoint a specific location. Therefore, locations will be accurate to the LSD or Quarter section only.

Federal Government Source Databases:**Diagram Identifier:****Environmental Effects Monitoring 1992-2007*****EEM**

The Environmental Effects Monitoring program assesses the effects of effluent from industrial or other sources on fish, fish habitat and human usage of fisheries resources. Since 1992, pulp and paper mills have been required to conduct EEM studies under the Pulp and Paper Effluent Regulations. This database provides information on the mill name, geographical location and sub-lethal toxicity data.

Environmental Issues Inventory System 1992-2001***EIIS**

The Environmental Issues Inventory System was developed through the implementation of the Environmental Issues and Remediation Plan. This plan was established to determine the location and severity of contaminated sites on inhabited First Nation reserves, and where necessary, to remediate those that posed a risk to health and safety; and to prevent future environmental problems. The EIIS provides information on the reserve under investigation, inventory number, name of site, environmental issue, site action (Remediation, Site Assessment), and date investigation completed.

Federal Convictions 1988-Jun 2007**FCON**

Environment Canada maintains a database referred to as the "Environmental Registry" that details prosecutions under the Canadian Environmental Protection Act (CEPA) and the Fisheries Act (FA). Information is provided on the company name, location, charge date, offence and penalty.

Contaminated Sites on Federal Land June 2000-May 2011**FCS**

The Treasury Board of Canada Secretariat maintains an inventory of all known contaminated sites held by various Federal departments and agencies. This inventory does not include properties owned by Crown corporations, but does contain non-federal sites for which the Government of Canada has accepted some or all financial responsibility. All sites have been classified through a system developed by the Canadian Council of Ministers of the Environment. The database provides information on company name, location, site ID #, property use, classification, current status, contaminant type and plan of action for site remediation.

Indian & Northern Affairs Fuel Tanks 1950-Aug 2003**IAFT**

The Department of Indian & Northern Affairs Canada (INAC) maintains an inventory of all aboveground & underground fuel storage tanks located on both federal and crown land. Our inventory provides information on the reserve name, location, facility type, site/facility name, tank type, material & ID number, tank contents & capacity, and date of tank installation.

National Analysis of Trends in Emergencies System (NATES) 1974-1994***NATE**

In 1974 Environment Canada established the National Analysis of Trends in Emergencies System (NATES) database, for the voluntary reporting of significant spill incidents. The data was to be used to assist in directing the work of the emergencies program. NATES ran from 1974 to 1994. Extensive information is available within this database including company names, place where the spill occurred, date of spill, cause, reason and source of spill, damage incurred, and amount, concentration, and volume of materials released.

National Defence & Canadian Forces Fuel Tanks Up to May 2001***NDFT**

The Department of National Defence and the Canadian Forces maintains an inventory of all aboveground & underground fuel storage tanks located on DND lands. Our inventory provides information on the base name, location, tank type & capacity, tank contents, tank class, date of tank installation, date tank last used, and status of tank as of May 2001. This database will no longer be updated due to the new National Security protocols which have prohibited any release of this database.

National Defence & Canadian Forces Spills Mar 1999-Aug 2010**NDSP**

The Department of National Defence and the Canadian Forces maintains an inventory of spills to land and water. All spill sites have been classified under the "Transportation of Dangerous Goods Act - 1992". Our inventory provides information on the facility name, location, spill ID #, spill date, type of spill, as well as the quantity of substance spilled & recovered.

National Defence & Canadian Forces Waste Disposal Sites 2001-April 2007**NDWD**

The Department of National Defence and the Canadian Forces maintains an inventory of waste disposal sites located on DND lands. Where available, our inventory provides information on the base name, location, type of waste received, area of site, depth of site, year site opened/closed and status.

National Environmental Emergencies System (NEES) 1974-2003**NEES**

In 2000, the Emergencies program implemented NEES, a reporting system for spills of hazardous substances. For the most part, this system only captured data from the Atlantic Provinces, some from Quebec and Ontario and a portion from British Columbia. Data for Alberta, Saskatchewan, Manitoba and the Territories was not captured. However, NEES is also a repository for all previous Environment Canada spill datasets. NEES is composed of the historic datasets – or Trends – which dates from approximately 1974 to present. **NEES Trends** is a compilation of historic databases, which were merged and includes data from NATES (National Analysis of Trends in Emergencies System), ARTS (Atlantic Regional Trends System), and NEES. In 2001, the Emergencies Program determined that variations in reporting regimes and requirements between federal and provincial agencies made national spill reporting and trend analysis difficult to achieve. As a consequence, the department has focused efforts on capturing data on spills of substances which fall under its legislative authority only (CEPA and FA). As such, the NEES database will be decommissioned in December 2004.

National PCB Inventory 1988-2008**NPCB**

Environment Canada's National PCB inventory includes information on in-use PCB containing equipment in Canada including federal, provincial and private facilities. All federal out-of-service PCB containing equipment and all PCB waste owned by the federal government or by federally regulated industries such as airlines, railway companies, broadcasting companies, telephone and telecommunications companies, pipeline companies, etc. are also listed. Although it is not Environment Canada's mandate to collect data on non-federal PCB waste, the National PCB inventory includes some information on provincial and private PCB waste and storage sites.

National Pollutant Release Inventory 1993-2009**NPRI**

Environment Canada has defined the National Pollutant Release Inventory ("NPRI") as a federal government initiative designed to collect comprehensive national data regarding releases to air, water, or land, and waste transfers for recycling for more than 300 listed substances.

Parks Canada Fuel Storage Tanks 1920-Jan 2005**PCFT**

Canadian Heritage maintains an inventory of all known fuel storage tanks operated by Parks Canada, in both National Parks and at National Historic Sites. The database details information on site name, location, tank install/removal date, capacity, fuel type, facility type, tank design and owner/operator.

Private Source Databases:**Automobile Wrecking & Supplies 2001-Jun 2010****AUWR**

This database provides an inventory of all known locations that are involved in the scrap metal, automobile wrecking/recycling, and automobile parts & supplies industry. Information is provided on the company name, location and business type.

Chemical Register 1999-Jun 2010**CHEM**

This database includes a listing of locations of facilities within Saskatchewan that either manufacture and/or distribute chemicals.

ERIS Historical Searches 1999-Apr 2011**EHS**

EcoLog ERIS has compiled a database of all environmental risk reports completed since March 1999. Available fields for this database include: site location, date of report, type of report, and search radius. As per all other databases, the ERIS database can be referenced on both the map and "Statistical Profile" page.

Canadian Mine Locations 1998-2009**MINE**

This information is collected from the Canadian & American Mines Handbook. The Mines database is a national database that provides over 290 listings on mines (listed as public companies) dealing primarily with precious metals and hard rocks. Listed are mines that are currently in operation, closed, suspended, or are still being developed (advanced projects). Their locations are provided as geographic coordinates (x, y and/or longitude, latitude). As of 2002, data pertaining to Canadian smelters and refineries has been appended to this database.

Oil and Gas Wells 1988-Jun 2011**OGW**

The Nickle's Energy Group (publisher of the Daily Oil Bulletin) collects information on drilling activity including operator and well statistics. The well information database includes name, location, class, status and depth. The main Nickles' database is updated on a daily basis, however, this database is updated on a monthly basis. More information is available at www.nickles.com.

Canadian Pulp and Paper 1999, 2002, 2004, 2005, 2009**PAP**

This information is part of the Pulp and Paper Canada Directory. The Directory provides a comprehensive listing of the locations of pulp and paper mills and the products that they produce.

Retail Fuel Storage Tanks 1999-Jun 2010**RST**

This database includes an inventory of known fuel outlet locations (including marinas) that have on their property gasoline, waste oil, natural gas and / or gas propane storage tanks.

Scott's Manufacturing Directory 1999-Mar 2011**SCT**

Scott's Directories is a database of information on over 4000 manufacturers in Saskatchewan. Even though Scott's listings are voluntary, it is a comprehensive database of Saskatchewan manufacturers available. Information concerning a company's address, plant size, and main products are included in this database.



Clifton Associates Ltd.
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Appendix C



Photograph 1 – Elphinstone Street is adjacent to the west of Lot 1. The Regina Exhibition Grounds are further west.



Photograph 2 – The Regina Field House is adjacent to the north across North Railway Avenue.



Photograph 3 – Looking west toward Lot 2. Mosaic Stadium is north of Lot 2.



Photograph 4 – The CP rail line is adjacent to the south of the Site. Commercial and industrial property is south of the CP line followed by Saskatchewan Drive.



Photograph 5 – There are several breaks in the fence along the CP line.



Photograph 6 – The Site appears to have been paved at one point; however, the asphalt is crumbling, and the Site is mostly gravel.



Photograph 7 – Remnants of concrete foundations are visible throughout the Site.



Photograph 8 – Several warehouses are south of the CP line.



Photograph 9 – The Regina Field House and Lawson Aquatic Centre and parking lot is adjacent to the north across North Railway Avenue.



Photograph 10 – Remnants of concrete foundations are visible throughout the Site.



Photograph 11 – Remnants of concrete foundations are visible throughout the Site.



Photograph 12 – Railway Avenue merges with 10th Avenue north of Lot 3. Residential and commercial property is adjacent to the north across 10th Avenue.



Photograph 13 – Albert Street is adjacent to the east of Lot 3.



Photograph 14 – Lot 3 is used as a pay parking lot.



Clifton Associates Ltd.
engineering science technology

26 July 2012
File R4891.1

City of Regina
2476 Victoria Avenue
Regina, Saskatchewan
S4P 3C8

Attention: Mr. Geoff Brown, P.Eng.

Dear Sir:

Subject: Limited Phase I Environmental Site Assessment
Parcels A and B, Plan DP3536 Ext 0 and the adjacent portion of Plan 16074
City of Regina
Regina, Saskatchewan

This letter presents details of a Limited Phase I Environmental Site Assessment (ESA) that was conducted by Clifton Associates Ltd. on Parcels A and B, Plan DP3536 Ext 0 on the southern extent of Evraz Place, and on the adjacent portion of the Canadian Pacific (CP) main line Plan 16074 in Regina, Saskatchewan (Site). The Site is the parcel immediately adjacent to the north of the CP main line, between Lewvan Drive and Elphinestone Street, north of Saskatchewan Drive.

Background

Clifton Associates Ltd. was contacted by Mr. Geoff Brown with the City of Regina, to conduct a Limited Phase I ESA on Evraz Place as part of a rejuvenation project being conducted by the City of Regina (Job No. R4891). Parcels A and B, Plan DP3536 are immediately adjacent to the south of the Evraz Place Site, but was not included in the original Phase I ESA. The investigation also includes the adjacent portion of Plan 16074, owned by CP. The City of Regina requested a Limited Phase I ESA of the Site.

Site Description

A Site visit was conducted on 23 May 2012 by Clifton Associates Ltd. According to Land Titles obtained and reviewed from ISC, the Site is LLD: Parcels A and B, Plan DP3536 Ext 0 (Surface Parcels 110977229 and 112157625, respectively) and Plan 16074. Parcels A and B have an area of 3.42 acres and are currently owned by the City of Regina, while Plan 16074 is currently owned by CP. The parcel stretches across Saskatchewan Drive, but only the portion adjacent to Parcel B was investigated. Table 1 is a summary of previous landowners, and the parcel pictures for Parcels A and B are included as Appendix A. However, as Plan 16074 extends from Manitoba to Alberta, no parcel picture or land titles are available. Historical air photos from 1948, 1961, 1962, 1965, 1978, 1981, 1985, 1993 and 2009 of the area were reviewed, as well as a site plan generated from an NTS and images from Google Earth (2002, 2004 and 2005). A chronological summary of the aerial photograph review is provided in Table 2. Copies of the relevant portions of the air photos and maps are shown on Drawing Nos. R4891.1-1 to R4891.1-13, inclusive.

Land Use

The Site is currently zoned as Public Service (PS), which controls or preserves areas used by the general public for active and passive recreational purposes (City of Regina Zoning Bylaw No. 9250 9C.6). The Zoning Map is shown on Drawing No. R4891.1-14.

Site History

The Site was originally used as a rail right of way for the exhibition grounds. According to a City of Regina 1911 Fire Insurance Map (Drawing No. R4891.1-15), a train station was present in the 1910s. The Site has been used for storage of Exhibition equipment. Currently, there are three soil stockpiles, a rubble pile and three portable buildings used for the Exhibition. According to Mr. Bill Stoner, Vice President of Property and Facilities for Evraz Place, the soil stockpiles are used to line the Brandt Centre floor during the Western Canadian Agribition rodeo. The Site is graveled with some grass and dandelions on the south edge. There are some concrete Parcels, scrap power poles and trailers stored on the Site. According to the previous Phase I ESA and aerial photograph review, no fuel storage tanks were present on the Site.

Environmental Database Search

A registered database search conducted by EcoLog ERIS did not identify hazardous material storage tanks on the Site. A spill of 450 L of motor oil was registered on the east edge of the Site. This spill was confirmed by the Saskatchewan Ministry of Environment (MOE) spill database. Three water wells were identified on Evraz Place property, with two by the Regina Exhibition Board and one for the City of Regina. A summary of the water wells are included in Table 3. Three spills, four hazardous material storage sites and two manufacturing sites were identified within 500 m of the Site. One spill was south of Saskatchewan Drive and two were on the Pasqua Hospital property. The lot on the northeast corner of the intersection of Elphinstone Street and Saskatchewan Drive was formerly a service station. Currently, the lot is home to Westcor Builders, a windmill manufacturing business. This lot is registered as a storage site and manufacturing site. The Lawson Aquatic Centre and the Pasqua Hospital are the other storage sites within 500 m. The full report is included as Appendix B.

Surrounding Land Use

The Site is bordered by Lewvan Drive on the west to Elphinstone Street on the east and the CP main line on the south. Evraz Place borders the north side of the Site. Overhead power lines are on the south edge of the Site. Photographs of the Site and adjacent property are included as Appendix C.

- Land use to the north – The Midway, Canada Centre, Brandt Centre, Queensbury Downs, Saskatchewan Building, Jubilee Building and the Heritage Building (west to east) are adjacent to the north.
- Land use to the west – Residential property is adjacent to the west across Lewvan Drive.
- Land use to the south – The Canadian Pacific rail line is adjacent to the south followed by Saskatchewan Drive.

- Land use to the east – The Regina Sportplex is adjacent to the east across Elphinstone Street.

Discussion

A Site visit and historical and regulatory records review indicate a moderate risk of potential impairment to the Site from current or historical practices. The 450 L oil spill was registered on the east edge of the Site. Three soil stockpiles are on the Site, but are used for the rodeo and other events during the Western Canadian Agribition. According to Mr. Stoner, the Site is primarily used for parking and equipment storage.

A historical review and observations of the adjacent property indicate a low risk of impairment to the Site from current or historical practices. Evraz Place is adjacent to the north, the Regina Sportplex is adjacent to the east and the CP mainline is adjacent to the south. Lewvan Drive is adjacent to the west followed by residential property.

Recommendations

Based on historical research and Site observations, it is the opinion of Clifton Associates Ltd. that the potential environmental impacts associated with the Site are moderate due to the potential presence of the oil spill on the Site. Clifton Associates Ltd. recommends conducting shallow bore hole drilling to obtain soil samples on the east edge near the oil spill to test for hydrocarbon impacts.

Limitations

This report was prepared by Clifton Associates Ltd. for the account of the City of Regina. The material in it reflects Clifton Associates Ltd. best judgment available to it at the time of preparation. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Clifton Associates Ltd. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

This report has been prepared in accordance with generally accepted engineering practice common to the local area. No other warranty, expressed or implied is made.

Site information was obtained from the sources listed in the report. Clifton Associates Ltd. accepts no responsibility for any deficiencies or inaccuracies in the information provided in this report that are the direct result of intentional or unintentional misrepresentations, errors or omissions of the information reviewed.

Our conclusions regarding the Site are based on observations of existing Site conditions, our interpretations of available Site history and the information obtained from the referenced subsurface exploration. Conclusions regarding the condition of the Site will not represent a warranty that all areas within the Site are of the same quality as may be inferred from observable Site conditions and readily available Site history. The scope executed for this project is not an audit for regulatory compliance or a detailed condition survey for the presence of asbestos, lead paint, PCB's, radon or other naturally occurring materials.

Closure

We trust that the information provided in this letter is adequate for your current needs. Should you have any questions, please contact me.

Yours truly,

Clifton Associates Ltd.



Ryan N. Cooper, M.Sc.
Biologist



Bryce Jardine, P.Eng.
Senior Environmental Engineer
RNC/rgc



Association of Professional
Engineers and Geoscientists of Saskatchewan
Certificate of Authorization No. 238

Attachments: Table 1 – Summary of Historical Land Titles
Table 2 – Summary of Maps and Historical Aerial Photographs
Table 3 – Water Well Database Search Results
Drawing Nos. R4891.1-1 to R4891.1-15
Appendix A – Parcel Pictures
Appendix B – EcoLog ERIS Report
Appendix C – Site Photographs

Distribution: City of Regina – 2 copies
Clifton Associates Ltd. – 2 copies



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Tables

Table 1
Summary of Historical Land Titles

Subject Property
Blocks A and B, Plan DP3536 Ext 0
Regina, Saskatchewan
(from uncertified copies, as of 23 May 2012)

Land Title Owner	Date of Ownership/ Instrument	Nature of Instrument	Particulars of Instrument
<i>Parcel A (Surface Parcel 110977229)</i>			
City of Regina	14 February 2002	Title	105455482
City of Regina	10 November 1980	Title	80R49382
Grand Trunk Pacific Branch Lines Co.	10 May 1934	Title	ATA147
City of Regina	24 July 1913	Title	ZJ195
City of Regina	06 March 1907	Title	312-61
<i>Parcel B (Surface Parcel 112157625)</i>			
City of Regina	14 February 2002	Title	105455594
City of Regina	10 May 1934	Title	ATA146
City of Regina	24 July 1913	Title	ZJ195
City of Regina	06 March 1907	Title	312-61

Note: Land Title results from ISC were unavailable for *Plan 16074*

Table 2
Summary of Maps and Historical Aerial Photographs

Year	Description
1986	Site Location Plan (Drawing No. R4891.1-1) <ul style="list-style-type: none"> The Site is located in central Regina, east of Lewvan Drive, north of Saskatchewan Drive and west of Elphinstone Street. The Exhibition Grounds are adjacent to the north and the Canadian Pacific (CP) main line is immediately adjacent to the south.
1948	Air Photograph (Drawing No. R4891.1-2) <ul style="list-style-type: none"> The Site is vacant. There is a road through the Site. The area to the north is used for the Provincial Exhibition. The Grain Show Building is on the east side of the Site. A park is in the centre of the lot with a building on the northwest corner, adjacent to the Grain Show Building, with buildings on the south and east side. Approximately 13 barns and a grain elevator along the west side of the lot. The midway area is graveled. The Queensbury Downs race track and associated buildings are adjacent to the north. The CP rail line is adjacent to the south. Lewvan Drive is adjacent to the west with residential property further west (not shown).
1961	Air Photograph (Drawing No. R4891.1-3) <ul style="list-style-type: none"> The Site appears as in 1948. The east and south wings of the Grain Show Building burnt down in 1955. The Jubilee Building and the Saskatchewan Building were built adjacent to the remaining wing of the Grain Show Building. The Exhibition Building was built on the northwest corner of the Site. The midway is paved. The remaining surrounding property appears as in 1948.
1962	Air Photograph (Drawing No. R4891.1-4) <ul style="list-style-type: none"> The Site appears as in 1961. New buildings are present adjacent to the west of the Grain Show Building. The remaining surrounding property appears as in 1961.
1965	Air Photograph (Drawing No. R4891.1-5) <ul style="list-style-type: none"> The Site appears as in 1962. Vehicles and equipment are stored on the property south of the CP line. The remaining surrounding property appears as in 1962.
1978	Air Photograph (Drawing No. R4891.1-6) <ul style="list-style-type: none"> The Site appears as in 1962. The barns and grain elevator on the west side have been removed. The Agribition Building has been constructed on the northwest corner. Two small buildings adjacent to the Grain Show Building have been removed. The Agridome and Ag Ex Pavilion are now adjacent to the north of the Site and south of the track. The Lawson Aquatic Centre is adjacent to the east across Elphinstone Street. All other surrounding property remains as in 1965.

Table 2 – Cont'd
Summary of Maps and Historical Aerial Photographs

Year	Description
1981	Air Photograph (Drawing No. R4891.1-7) <ul style="list-style-type: none"> • The Site appears as in 1978. • Construction to expand Lewvan Drive is underway. All other surrounding property appears as in 1978.
1985	Air Photograph (Drawing No. R4891.1-8) <ul style="list-style-type: none"> • A building or trailer is stored on the Site. • Lewvan Drive has expanded and Saskatchewan Drive has been constructed, with an interchange at the intersection southwest of the Site. The Canada Centre Building is adjacent to the northwest corner of the Site. The Regina Field House is now adjacent to the Lawson Aquatic Centre.
1993	Air Photograph (Drawing No. R4891.1-9) <ul style="list-style-type: none"> • There are several buildings or trailers stored on the Site. • The Commercial Cattle Barn and the Stockman's Building are north of the Canada Centre. The remaining surrounding property appears as in 1985.
2002	Google Image (Drawing No. R4891.1-10) <ul style="list-style-type: none"> • The Site and surrounding property appears as in 1993.
2004	Google Image (Drawing No. R4891.1-11) <ul style="list-style-type: none"> • The Site and surrounding property appears as in 2002.
2005	Google Image (Drawing No. R4891.1-12) <ul style="list-style-type: none"> • The Site appears as in 2004. • The Queensbury Downs track has been removed and the Credit Union Event Plex is under construction. All other surrounding property appears as in 2004.
2009	Air Photograph (Drawing No. R4891.1-13) <ul style="list-style-type: none"> • Several stockpile are visible and equipment is stored on Site. • The Credit Union Event Plex is complete and the Cooperators Centre is under construction. All other surrounding property appears as in 2005.

Table 3
Water Well Database Search Results

Client Name	Depth (m)	WWDR #	Water Use	Location	Completion Date
EXHIBITION BOARD	59.4	011618	Municipal	NW-24-017 -20 -W2	1960.08.22
CITY EXIBITION BOARD	25.6	011617	Domestic	NW-24-017 -20 -W2	N/A
REGINA	59.4	011619	Municipal	NW-24-017 -20 -W2	1961.05.06

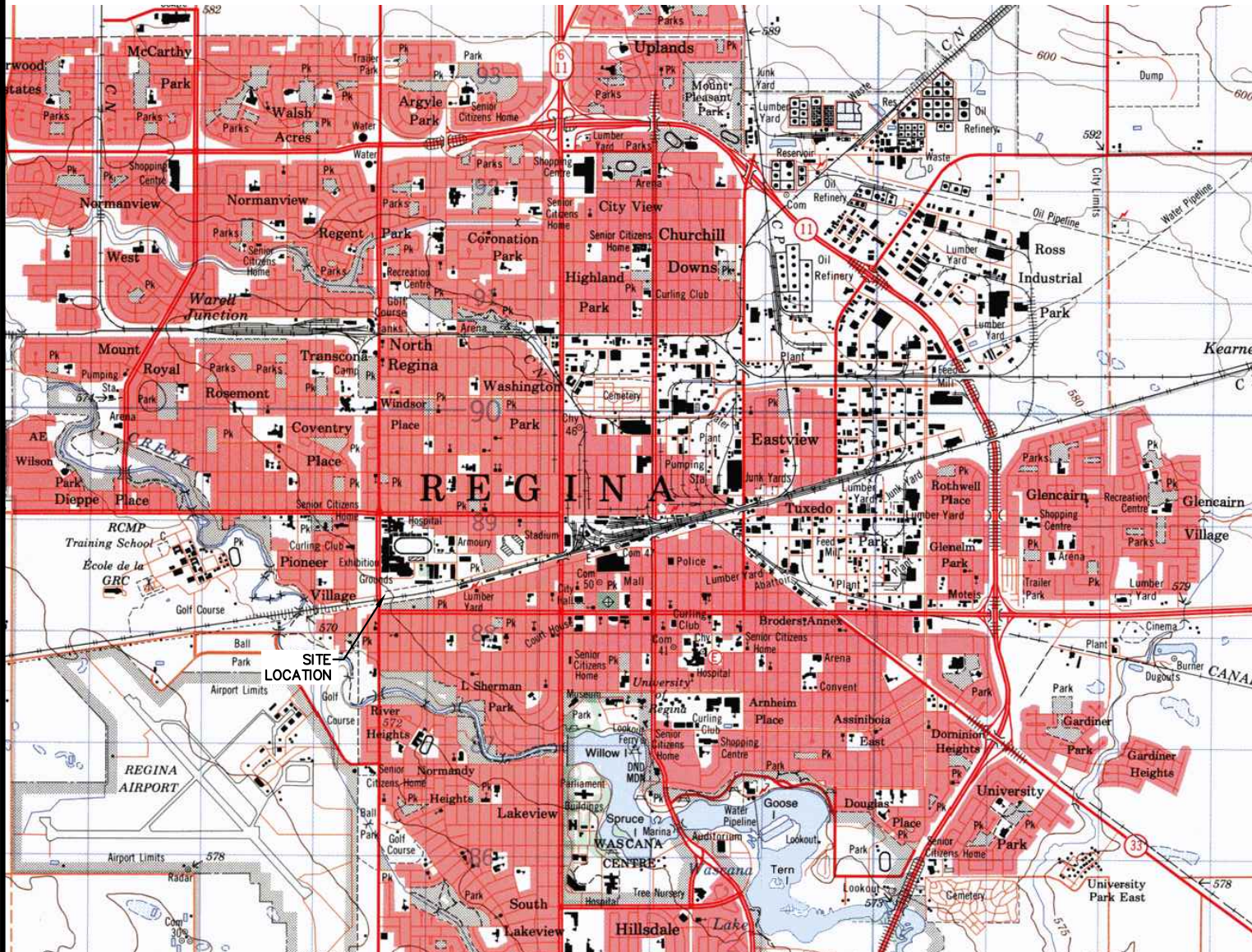


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Drawings



LEGEND:



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NO.	DD/MM/YY	DESCRIPTION	BY



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CLIENT

CITY OF REGINA

PROJECT TITLE

PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVRAZ PLACE
REGINA, SK

DRAWING TITLE

SITE LOCATION
PLAN

PROJECT NO.
R4891.1

FILE NO.
R4891.1

DATE
23/05/12

SCALE
NTS

DWG. NO.

DRAWN
JCS

CHECKED
RNC

R4891.1-1

SITE
LOCATION

DRAWING REVISIONS			
NO.	DD/MM/YY	DESCRIPTION	BY



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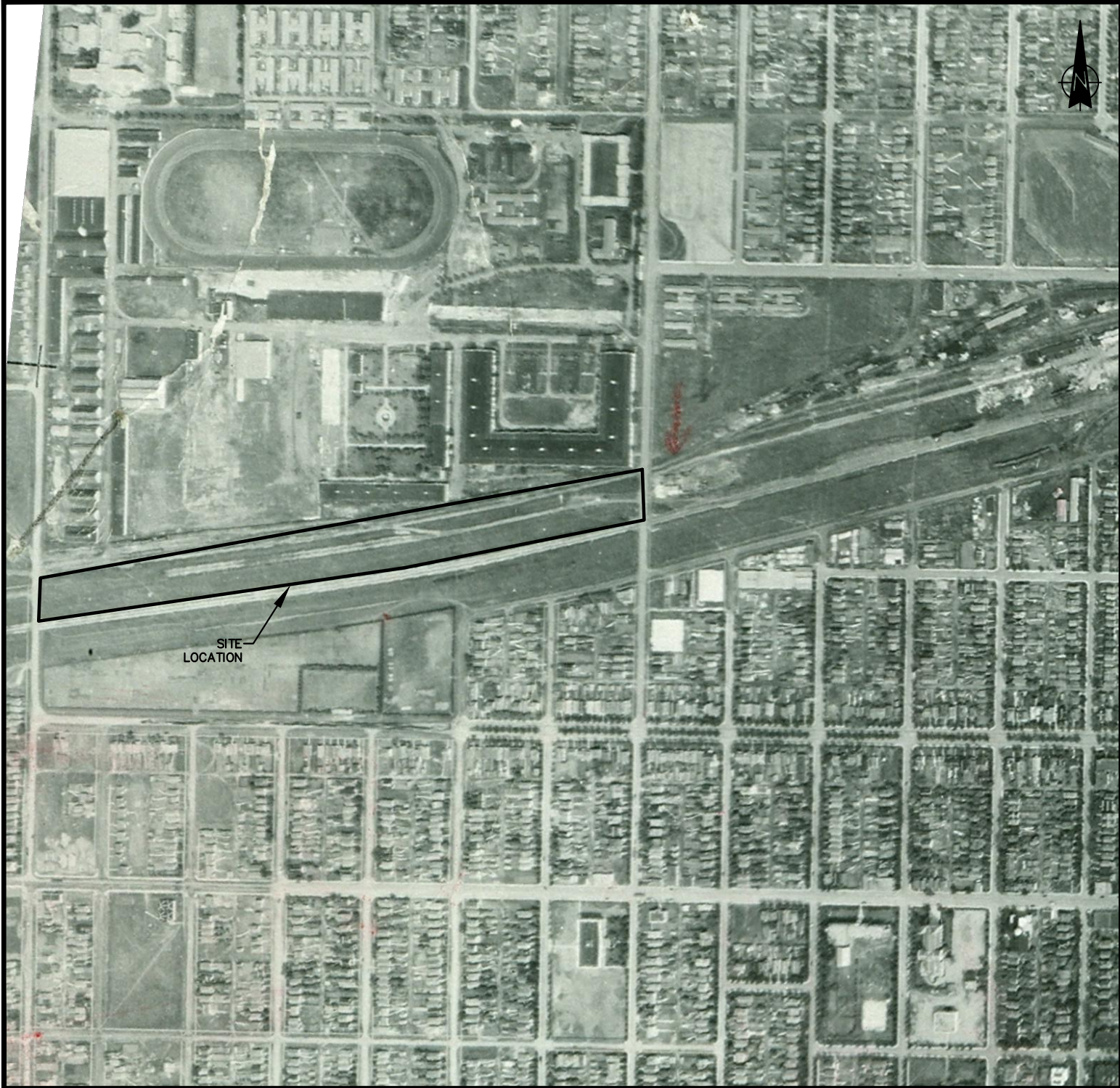
CLIENT

CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVRAZ PLACE
REGINA, SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1961

PROJECT NO. R4891.1		FILE NO. R4891.1
DATE 23/05/12	SCALE 1:10,000	DWG. NO. R4891.1-3
DRAWN JCS	CHECKED RNC	



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NO.	DD/MM/YY	DESCRIPTION	BY



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CLIENT
CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVRAZ PLACE
REGINA, SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1948

PROJECT NO. R4891.1		FILE NO. R4891.1	
DATE 23/05/12	SCALE 1:7500	DWG. NO.	R4891.1-2
DRAWN JCS	CHECKED RNC		

1:7500 23/05/12 JCS RNC R4891.1-2



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CITY OF REGINA

PROJECT TITLE

PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVRAZ PLACE
REGINA, SK

DRAWING TITLE

AERIAL PHOTOGRAPH
1962

PROJECT NO.
R4891.1

FILE NO.
R4891.1

DATE
23/05/12

SCALE
1:10,000

DWG. NO.

DRAWN
JCS

CHECKED
RNC

R4891.1-4



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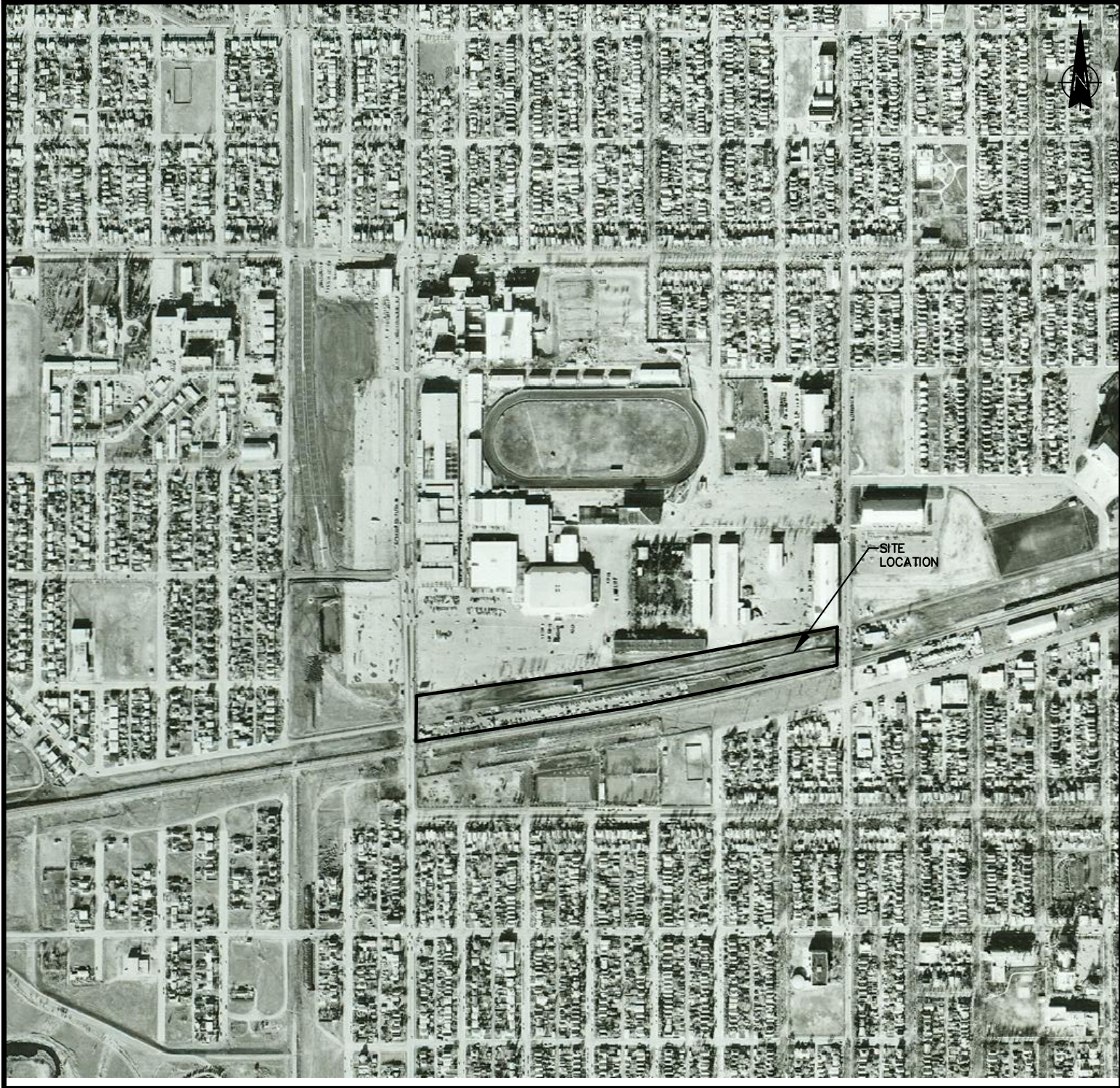
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CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVRAZ PLACE
REGINA, SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1965

PROJECT NO. R4891.1	FILE NO. R4891.1
DATE 23/05/12	SCALE 1:10,000
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DWG. NO. R4891.1-5	



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NO.	DD/MM/YY	DESCRIPTION	BY



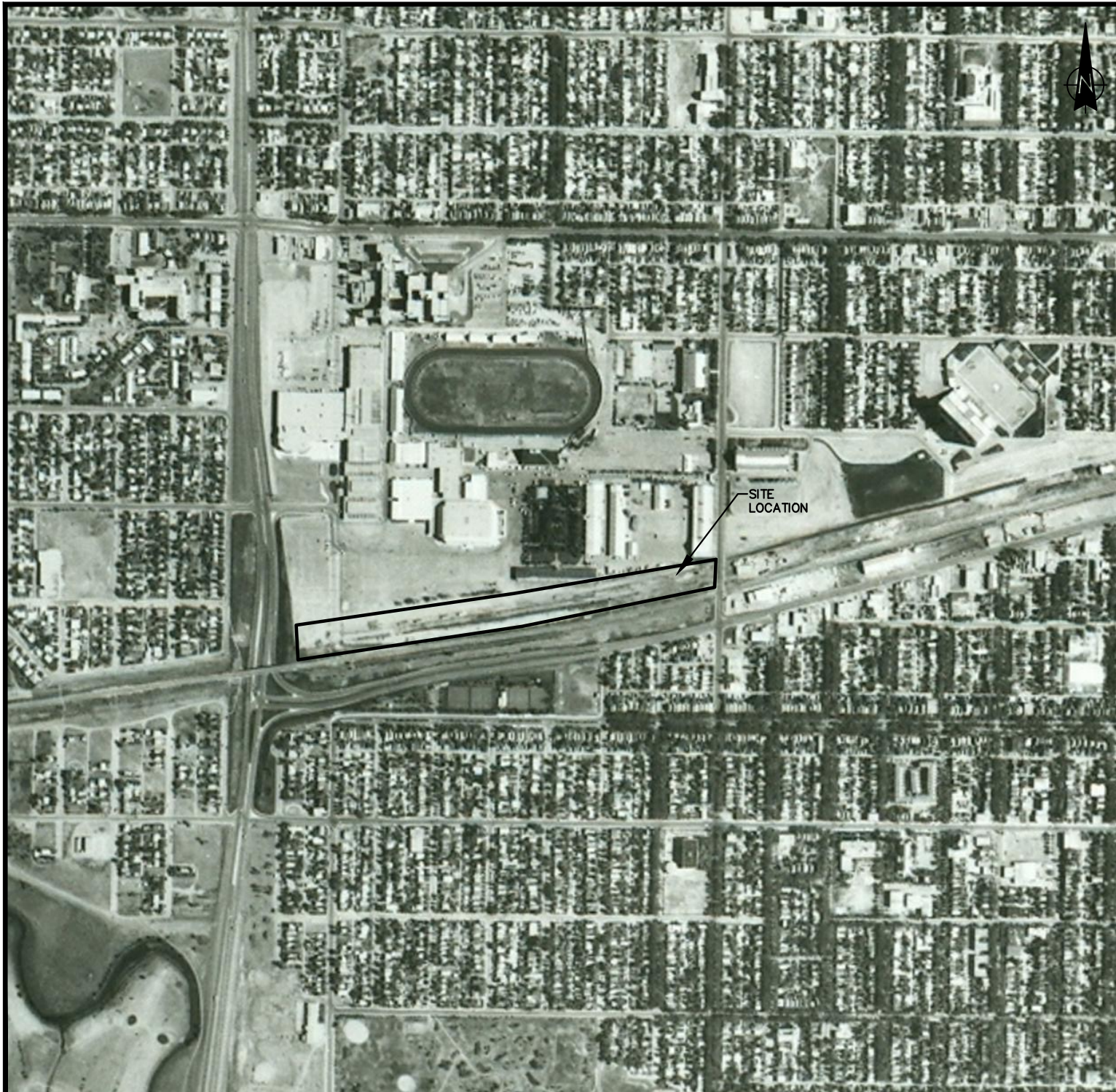
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CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVRAZ PLACE
REGINA, SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1981

PROJECT NO. R4891.1		FILE NO. R4891.1	
DATE 23/05/12	SCALE 1:10,000	DWG. NO.	R4891.1-7
DRAWN JCS	CHECKED RNC		



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NO.	DD/MM/YY	DESCRIPTION	BY



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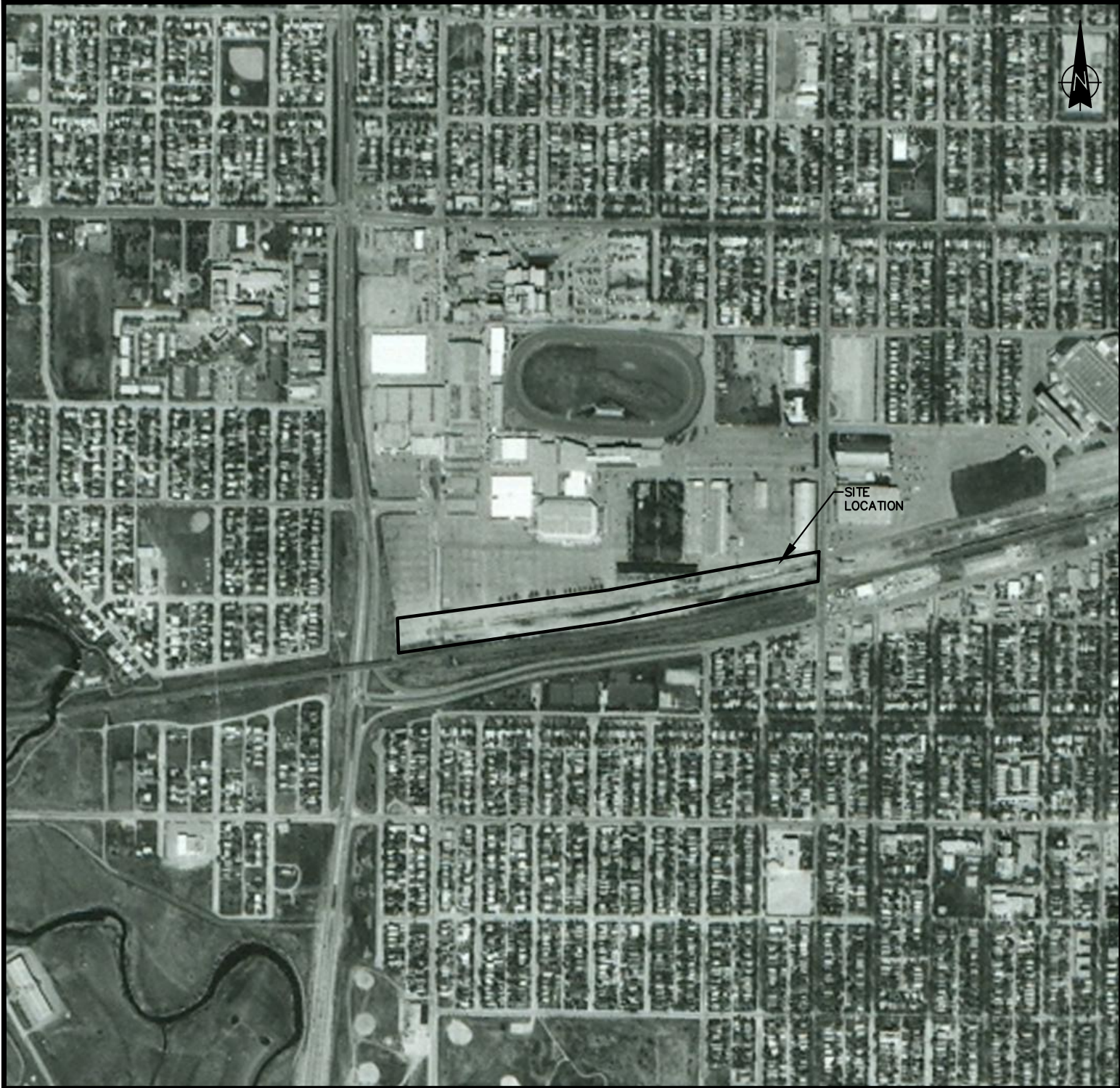
CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVRAZ PLACE
REGINA, SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1985

PROJECT NO. R4891.1		FILE NO. R4891.1	
DATE 23/05/12	SCALE 1:10,000	DWG. NO.	R4891.1-8
DRAWN JCS	CHECKED RNC		

Aerial Photo 1985, Regina, SK, Clifton Associates Ltd.



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CLIENT
CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVRAZ PLACE
REGINA, SK

DRAWING TITLE
AERIAL PHOTOGRAPH
1993

PROJECT NO. R4891.1		FILE NO. R4891.1	
DATE 23/05/12	SCALE 1:10,000	DWG. NO.	R4891.1-9
DRAWN JCS	CHECKED RNC		



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NO.	DD/MM/YY	DESCRIPTION	BY



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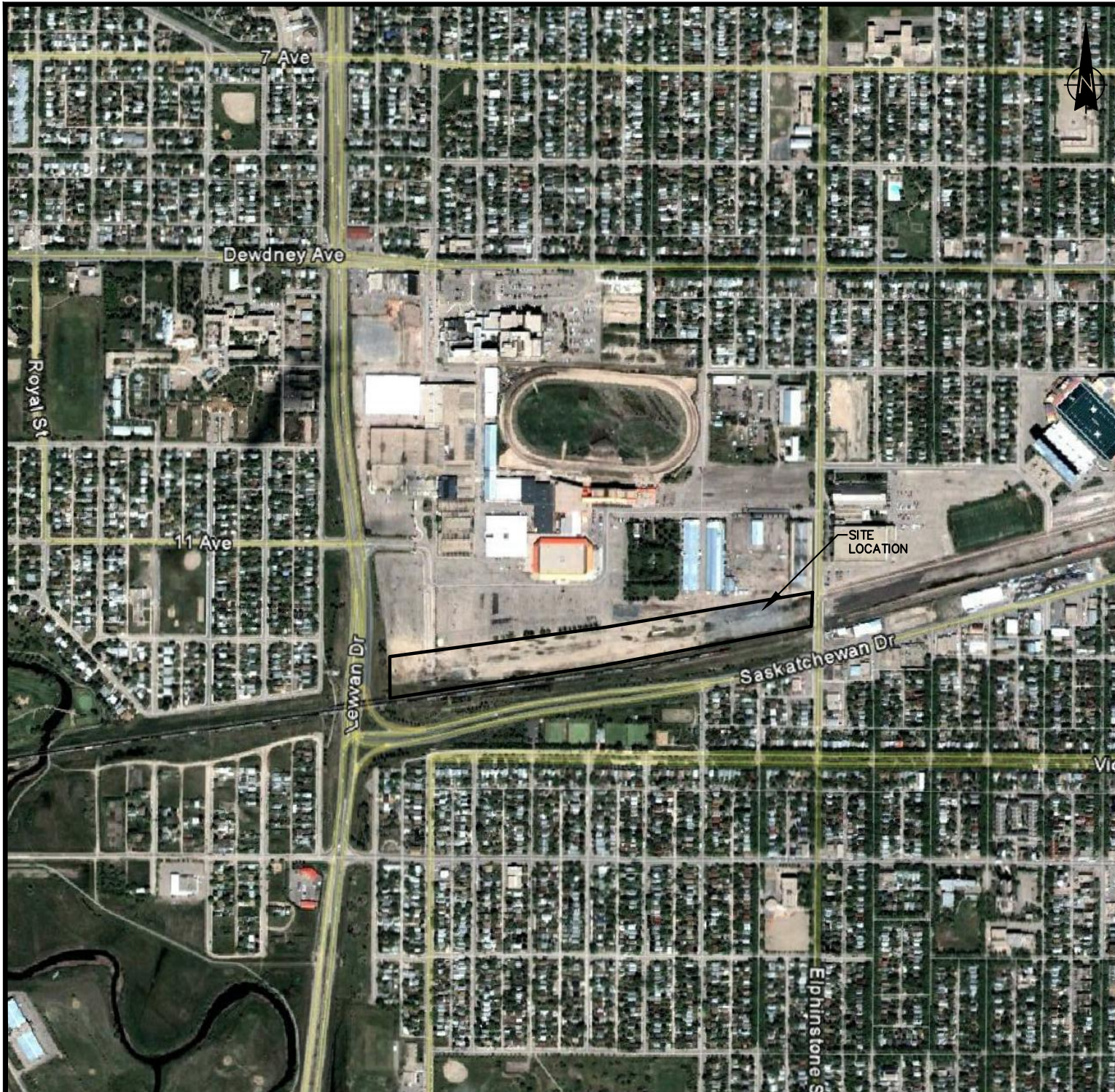
CLIENT

CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVRAZ PLACE
REGINA, SK

DRAWING TITLE
GOOGLE IMAGE
2002

PROJECT NO. R4891.1	FILE NO. R4891.1
DATE 23/05/12	SCALE 1:10,000
DRAWN JCS	CHECKED RNC
DWG. NO. R4891.1-10	



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CITY OF REGINA

PROJECT TITLE

PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVRAZ PLACE
REGINA, SK

DRAWING TITLE

GOOGLE IMAGE
2004

PROJECT NO.
R4891.1

FILE NO.
R4891.1

DATE
23/05/12

SCALE
1:10,000

DWG. NO.

DRAWN
JCS

CHECKED
RNC

R4891.1-11



DRAWING REVISIONS

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CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT
EVRAZ PLACE
REGINA, SK

DRAWING TITLE
AERIAL PHOTOGRAPH
2009

PROJECT NO. R4891.1		FILE NO. R4891.1
DATE 23/05/12	SCALE 1:7500	DWG. NO. R4891.1-13
DRAWN JCS	CHECKED RNC	

LEGEND:



ZONING MAP 2488

LEGEND
 1:500 Floodway Zone Boundary
 Floodway Fringe Overlay Zone
 Heritage Designated Property

REVISED
 Date: January 24, 2011
 By: No. 2011-7

REGINA | City of Regina
 Planning and Development Division

Heritage Designated Property

Z0

DRAWING REVISIONS

NO.	ID/MM/YY	DESCRIPTION	BY

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CLIENT
 CITY OF REGINA

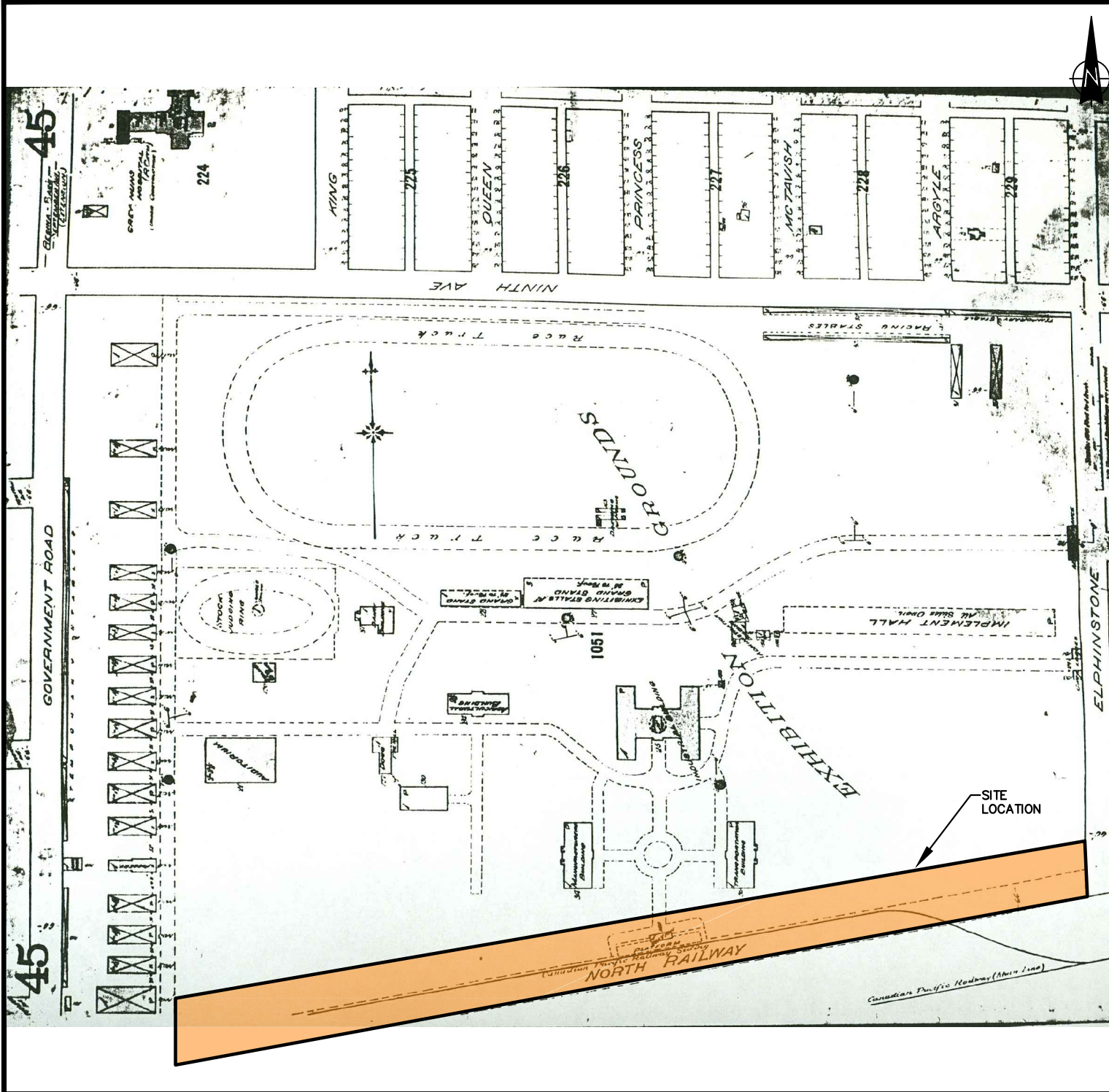
PROJECT TITLE
 PHASE I ENVIRONMENTAL SITE ASSESSMENT
 EVRAZ PLACE
 REGINA, SK

DRAWING TITLE
 CITY OF REGINA
 ZONING MAP

PROJECT NO. R4891.1 **FILE NO.** R4891.1

DATE 23/05/12 **SCALE** NTS **DWG. NO.** R4891.1-14

DRAWN JCS **CHECKED** RMC



LEGEND:

DRAWING REVISIONS			
NO.	DD/MM/YY	DESCRIPTION	BY



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CITY OF REGINA

PROJECT TITLE
PHASE I ENVIRONMENTAL SITE ASSESSMENT EVRAZ PLACE REGINA, SK

DRAWING TITLE
1911 FIRE INSURANCE MAP

PROJECT NO. R4891.1	FILE NO. R4891.1
DATE 23/05/12	SCALE NTS
DRAWN JCS	CHECKED RNC
DWG. NO. R4891.1-15	

1:1 Scale, north arrow, and other details as per drawing R4891.1-15

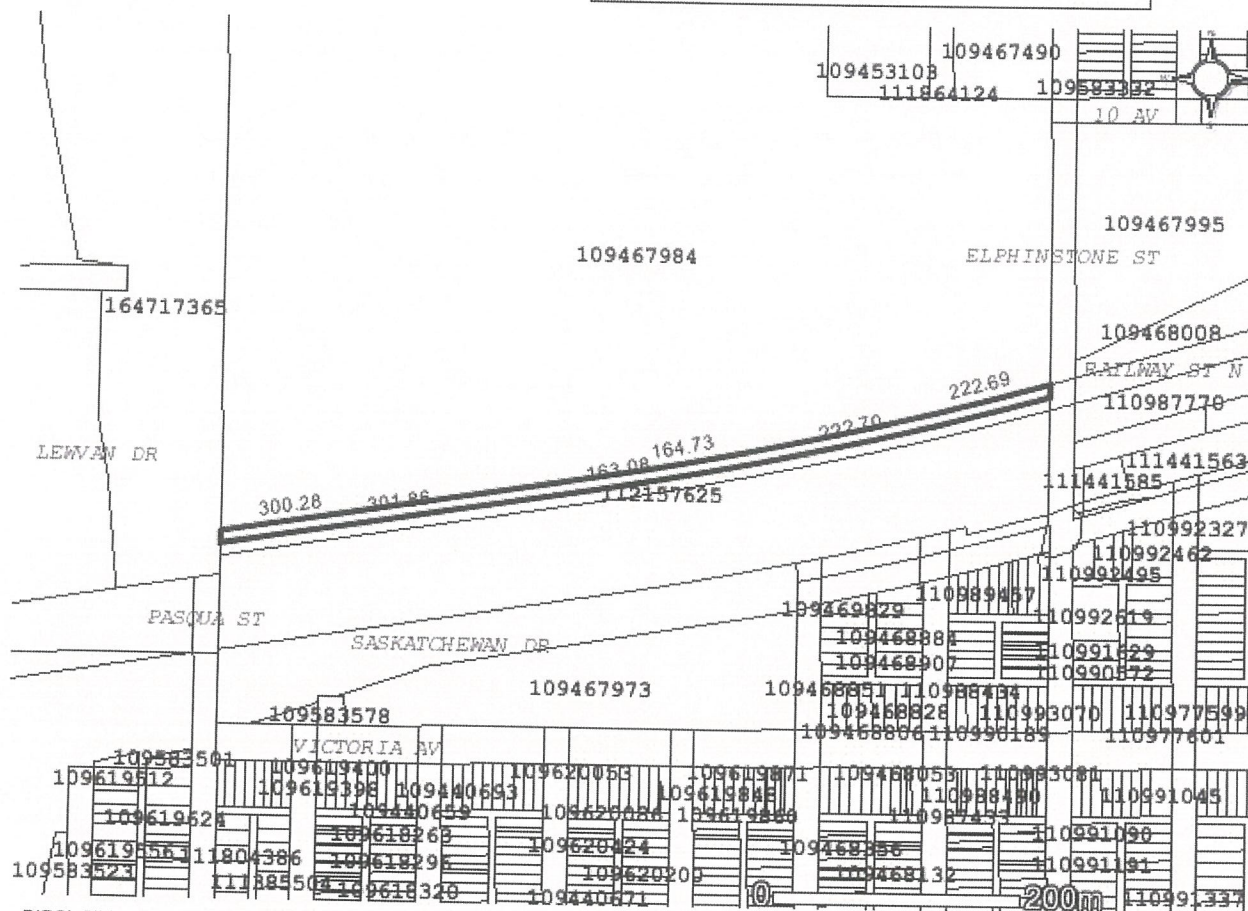


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Appendix A



Request Date: 23-May-2012 9:03:41 o'clock AM CST



DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions, or area of any parcel, refer to the plan, or consult a surveyor.

Parcel

Land Description

109469773	Lot 21-Blk/Par 331 Plan DV4420 Ext 0
110989446	Lot 6-Blk/Par 332 Plan DV4420 Ext 0
110992608	Lot 44-Blk/Par 333 Plan 99RA05074 Ext 0
110977285	Lot 12-Blk/Par 334 Plan OLD33 Ext 0
110977308	Lot 14-Blk/Par 334 Plan OLD33 Ext 0
164717365	(Parcel: FF)Plan 84R29489 Ext 1
109469829	Lot 1-Blk/Par 331 Plan DV4420 Ext 0
109467984	(Parcel: H)Plan 14513 Ext 0
110989457	Lot 5-Blk/Par 332 Plan DV4420 Ext 0
112493909	Lot 10-Blk/Par 332 Plan DV4420 Ext 2

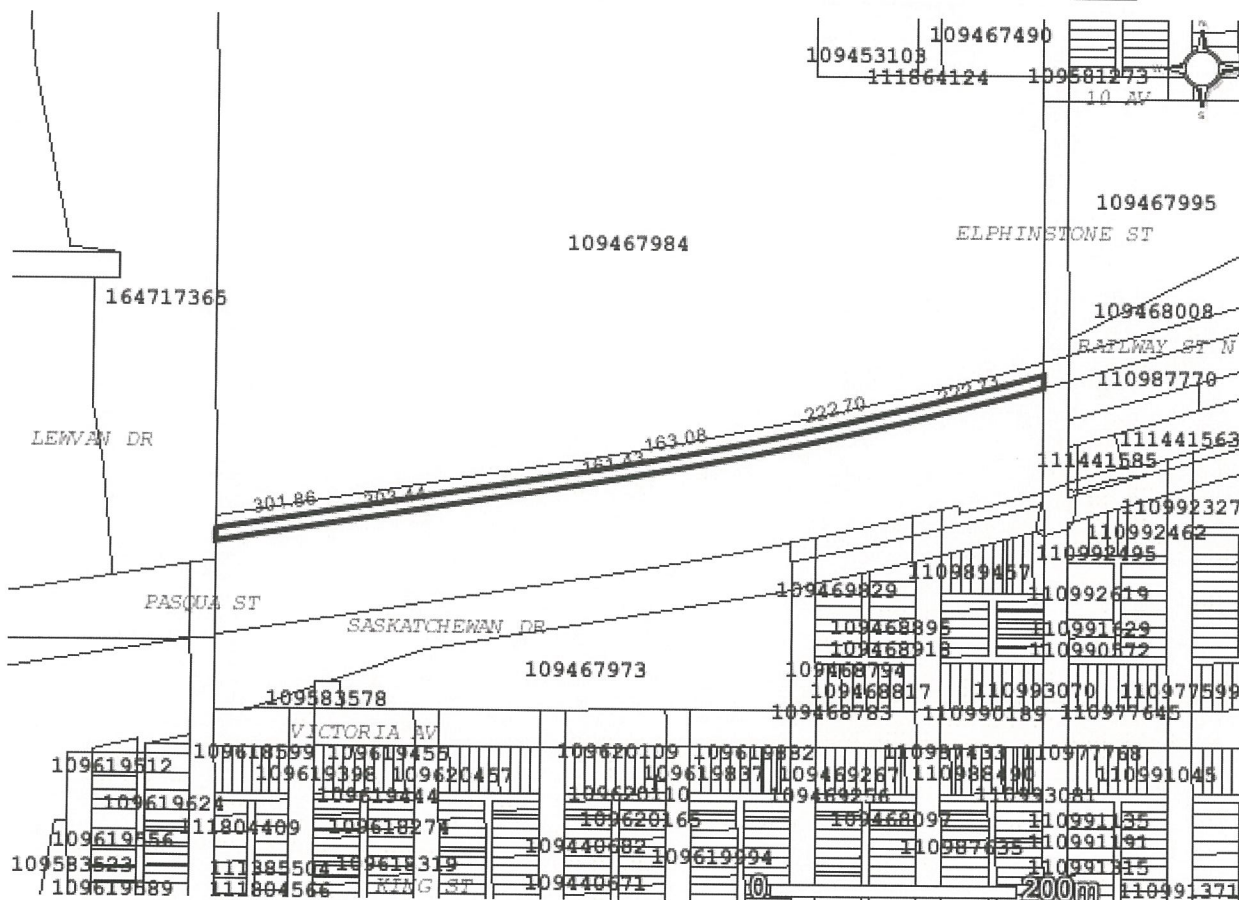
111441585	Lot 1-Blk/Par B Plan 94R41933 Ext 3
110989424	Lot 9-Blk/Par 332 Plan DV4420 Ext 0
110977487	Lot 5-Blk/Par 333 Plan OLD33 Ext 0
110992327	Lot 47-Blk/Par 334 Plan 99RA05074 Ext 0
110989480	Lot 2-Blk/Par 332 Plan DV4420 Ext 0
110989468	Lot 4-Blk/Par 332 Plan DV4420 Ext 0
112493853	Lot 7-Blk/Par 332 Plan DV4420 Ext 1
110977498	Lot 6-Blk/Par 333 Plan OLD33 Ext 0
110977476	Lot 44-Blk/Par 334 Plan OLD33 Ext 0
109467995	(Parcel: C)Plan DP3536 Ext 0
110977229	(Parcel: A)Plan DP3536 Ext 0
110992574	Lot 41-Blk/Par 333 Plan 99RA05074 Ext 0
110992495	Lot 42-Blk/Par 333 Plan 99RA05074 Ext 0
110992462	Lot 43-Blk/Par 333 Plan 99RA05074 Ext 0
110992631	Lot 45-Blk/Par 333 Plan 99RA05074 Ext 0
110977319	Lot 15-Blk/Par 334 Plan OLD33 Ext 0
110977274	Lot 11-Blk/Par 334 Plan OLD33 Ext 0
109468008	(Parcel: D)Plan DP3536 Ext 0
110989479	Lot 3-Blk/Par 332 Plan DV4420 Ext 0
111868735	Lot 37-Blk/Par 332 Plan 101189314 Ext 61
110990235	Lot 8-Blk/Par 332 Plan DV4420 Ext 0
110992619	Lot 50-Blk/Par 333 Plan 99RA05074 Ext 0
110977454	Lot 42-Blk/Par 334 Plan OLD33 Ext 0
110987770	Lot 1-Blk/Par A Plan 94R41933 Ext 0
110977296	Lot 13-Blk/Par 334 Plan OLD33 Ext 0
112157625	(Parcel: B)Plan DP3536 Ext 1
110988254	Lot 1-Blk/Par 332 Plan DV4420 Ext 0
110992585	Lot 50-Blk/Par 334 Plan 99RA05074 Ext 0
110977465	Lot 43-Blk/Par 334 Plan OLD33 Ext 0
111441563	Lot 9-Blk/Par B Plan 101136877 Ext 1

40 Records

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Request Date: 23-Jul-2012 3:12:58 o'clock PM CST



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Parcel

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110977308	Lot 14-Blk/Par 334 Plan OLD33 Ext 0
164717365	(Parcel: FF)Plan 84R29489 Ext 1
109469829	Lot 1-Blk/Par 331 Plan DV4420 Ext 0
109467984	(Parcel: H)Plan 14513 Ext 0
110989457	Lot 5-Blk/Par 332 Plan DV4420 Ext 0
112493909	Lot 10-Blk/Par 332 Plan DV4420 Ext 2

111441585	Lot 1-Blk/Par B Plan 94R41933 Ext 3
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110977498	Lot 6-Blk/Par 333 Plan OLD33 Ext 0
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110977229	(Parcel: A)Plan DP3536 Ext 0
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110992631	Lot 45-Blk/Par 333 Plan 99RA05074 Ext 0
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111868735	Lot 37-Blk/Par 332 Plan 101189314 Ext 61
110990235	Lot 8-Blk/Par 332 Plan DV4420 Ext 0
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110977454	Lot 42-Blk/Par 334 Plan OLD33 Ext 0
110987770	Lot 1-Blk/Par A Plan 94R41933 Ext 0
110977296	Lot 13-Blk/Par 334 Plan OLD33 Ext 0
110977320	Lot 16-Blk/Par 334 Plan OLD33 Ext 0
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110988254	Lot 1-Blk/Par 332 Plan DV4420 Ext 0
110992585	Lot 50-Blk/Par 334 Plan 99RA05074 Ext 0
110977465	Lot 43-Blk/Par 334 Plan OLD33 Ext 0
111441563	Lot 9-Blk/Par B Plan 101136877 Ext 1

43 Records

[Close](#)[Back to top](#)



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Appendix B



Canada's Primary Environmental Risk Information Service

Project Site: Phase I ESA
Lewvan Drive & 11Th Avenue
Regina, SK

Client: Ryan Cooper
Clifton Associates Ltd.
340 Maxwell Crescent
Regina, SK S4N5Y5

ERIS Project No: 20120117002

Report Type: Custom Report - .5km Search Radius

Prepared By: Matt Thompson
mthompson@eris.ca

Date: February 02, 2012

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Table of Contents

Order Number: 20120117002
Site Name: Phase I ESA
Site Address: Lewvan Drive & 11Th Avenue Regina, SK
Report Type: Custom Report, 0.50 km Search Radius

	<u>Section</u>
Report Summary <i>This outlines the number of records from each database that fall on the site, and within various distances from the site.</i>	i
Site Diagram <i>The records that were found within a specified distance from the project property (the primary search radius) have been plotted on a diagram to provide you with a visual representation of the information available. Sites will be plotted on the diagram if there is sufficient information from the database source to determine accurate geographic coordinates. Each plotted site is marked with an acronym identifying the database in which the record was found (i.e., WDS for Waste Disposal Sites). These are referred to as "Map Keys". A variety of problems are inherent when attempting to associate various government or private source records with locations. EcoLog ERIS has attempted to make the best fit possible between the available data and their positions on the site diagram.</i>	ii
Site Profile <i>This table describes the records that relate directly to the property that is being researched.</i>	iii
Detail Report <i>This section represents information, by database, for the records found within the primary search radius. Listed at the end of each database are the sites that could not be plotted on the locator diagram because of insufficient address information. These records will not have map keys. They have been included because they may be found to be relevant during a more detailed investigation.</i>	iv

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Appendix: Database Descriptions

Report Summary

Order Number: 20120117002
 Site Name: Phase I ESA
 Site Address: Lewvan Drive & 11Th Avenue Regina, SK
 Report Type: Custom Report, 0.50 km Search Radius

Number of Mappable Records Surrounding the Site

Database		Selected	On-site	Within 0.50	0.50km to 2.00km	Total
AUWR	Automobile Wrecking & Supplies	Y	0	0	2	2
CHEM	Chemical Register	Y	0	0	0	0
CONV	Convictions	Y	0	0	0	0
DIS	Wastewater Dischargers	Y	0	0	0	0
EEM	Environmental Effects Monitoring	Y	0	0	0	0
EHS	ERIS Historical Searches	Y	0	0	68	68
EIIS	Environmental Issues Information System	Y	0	0	0	0
ES	Environmental Spills	Y	0	4	63	67
FCON	Federal Convictions	Y	0	0	0	0
FCS	Contaminated Sites on Federal Land	Y	0	0	1	1
HMS	Hazardous Material Storage	Y	0	4	88	92
HORW	Horizontal Wells	Y	0	0	0	0
HSSS	Hazardous Substance Storage Sites	Y	0	1	16	17
HSST	Hazardous Substance Storage Tanks	Y	0	3	60	63
IAFT	Indian & Northern Affairs Fuel Tanks	Y	0	0	0	0
ILOA	Intensive Livestock Operation Approvals	Y	0	0	0	0
MINE	Canadian Mine Locations	Y	0	0	0	0
MNR	Mineral Occurrences	Y	0	0	0	0
NATE	National Analysis of Trends in Emergencies System (NATES)	Y	0	0	0	0
NDFT	National Defence & Canadian Forces Fuel Storage Tanks	Y	0	0	0	0
NDSP	National Defence & Canadian Forces Spills	Y	0	0	0	0
NDWD	National Defence & Canadian Forces Waste Disposal Sites	Y	0	0	0	0
NEES	National Environmental Emergencies System (NEES)	Y	0	0	0	0
NPCB	National PCB Inventory	Y	0	0	31	31
NPRI	National Pollutant Release Inventory	Y	0	0	0	0
OGS	Upstream Oil & Gas Site Spills	Y	0	0	0	0
OGW	Oil and Gas Wells	Y	0	0	0	0
PAP	Canadian Pulp and Paper	Y	0	0	0	0
PCFT	Parks Canada Fuel Storage Tanks	Y	0	0	0	0
PES	Pesticide Register	Y	0	0	0	0
RST	Retail Fuel Storage Tanks	Y	0	0	22	22
SCT	Scott's Manufacturing Directory	Y	0	2	164	166
WDS	Waste Disposal Site Inventory	Y	0	0	0	0
WWIS	Water Well Information System	Y	0	3	19	22
		TOTAL	0	17	534	551

The databases chosen by the client as per the submitted order form are denoted in the 'Selected' column in the above table. Counts have been provided outside the primary buffer area for cursory examination only. These records have not been examined or verified, therefore, they are subject to change.



Pinpointing Your Environmental Risks

12 Concorde Pl, Suite 800 North York, ON M3C 4J2
416-510-5204

Project Property: Phase I ESA
Lewvan Drive & 11Th Avenue
Regina, SK

ERIS Project #: 20120117002

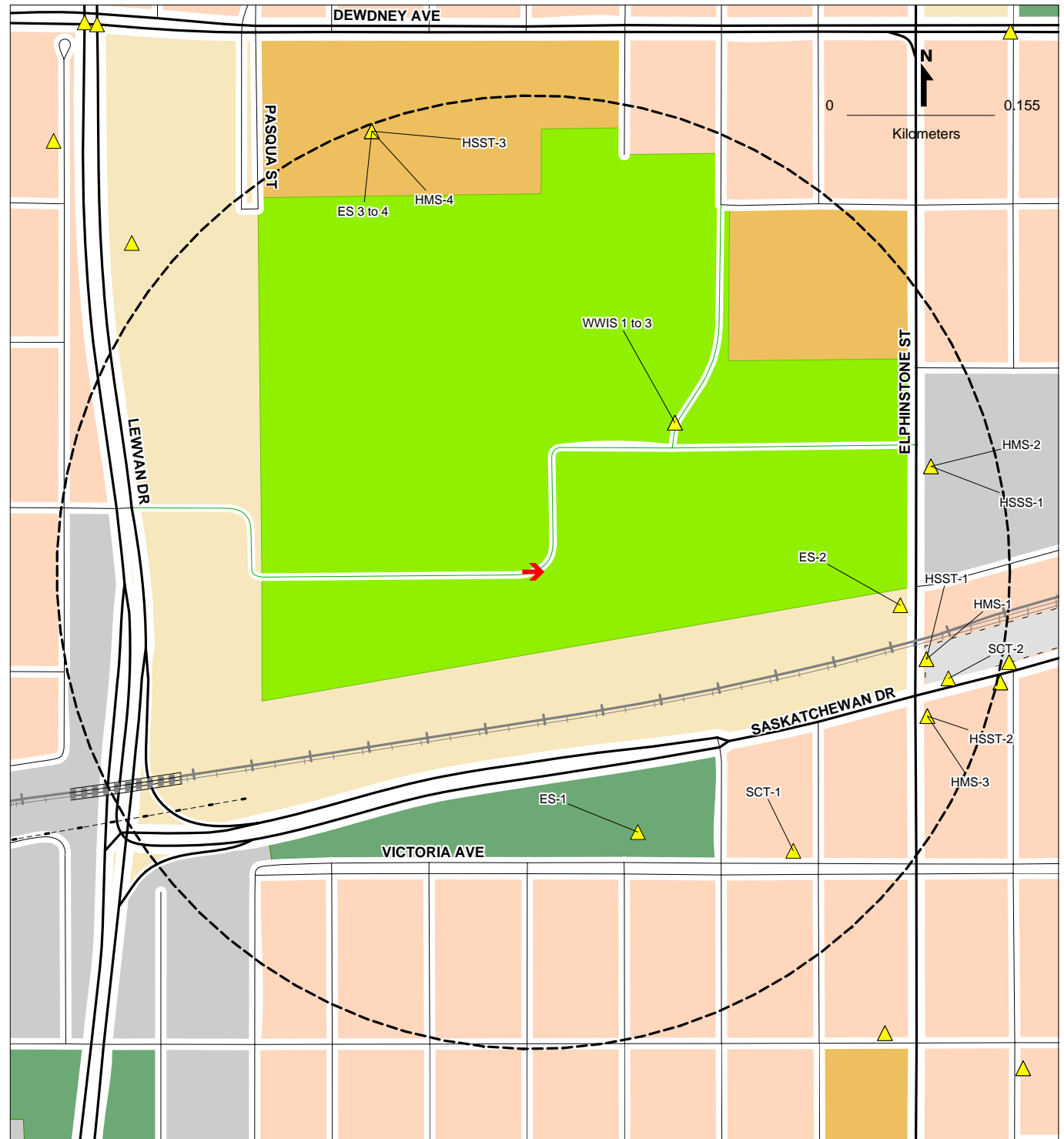
Date: FEB-2-2012

LEGEND

Project Property	Landuse Classifications
Database Location	Open Area
Points of Interest	Residential
Chimney	Commercial
Silo	Resource and Industrial
Pipe & Transmission Lines	Government and Institutional
Pipeline	Parks and Recreational
Transmission Line	Waterbody
Transmission Tower	Recreation
Transformer Station	Golf Course/Driving Range
Rail	Park/Sports Field
Railway - Main	Other Recreation Area
Railway - Sidetrack	Sports/Race Track
Railway - Abandoned	Cemetery
Bridge	Campground
Tunnel	Vegetation
Transportation - Other	Wooded Area
Embankment	Orchard
Trail	Vineyard
Runway	Industrial Resources
Hydrographic Features	Conveyor
Permanent Waterway	Crane: Moveable
Intermittent Waterway	Crane: Stationary
Open Reservoir	Tank
Dyke/Levee	Rock Cut
Dam	Auto Wrecker
Breakwall	Lumber Yard
Wetland	Pit

This diagram is to be used solely for relative street location purposes.
It may not accurately portray street or site positions.

SITE DIAGRAM



Site Report

Order Number: 20120117002

Site Name: Phase I ESA

Site Address: Lewvan Drive & 11Th Avenue Regina, SK

Report Type: Custom Report, 0.50 km Search Radius

FOR COMPLETE INFORMATION, REFER TO DETAIL REPORT

A search has been conducted for this site (address) and company name. No records were found, within the database(s) selected, that meet either of these criteria.

Detail Report

Order Number: 20120117002

Site Name: Phase I ESA

Site Address: Lewvan Drive & 11Th Avenue Regina SK

Report Type: Custom Report, 0.50 km Search Radius

If information is required for sites located beyond the selected address, please contact your ERIS representative.

Environmental Spills

Hazardous Material Storage

Hazardous Substance Storage Sites

Hazardous Substance Storage Tanks

National Analysis of Trends in Emergencies System (NATES)

National Environmental Emergencies System (NEES)

Scott's Manufacturing Directory

Water Well Information System

Environmental Spills

Map Key	Company	Address	Spill ID	Date of Spill	Quantity	Units	DLS	Material
ES-1		REGINA	1999-0348	5/1/1999	455	Litres		Diesel
			Other Material					
ES-2		REGINA	1999-0453	5/26/1999	450	Litres		Other Oils
			Other Material	ENGINE OIL				
ES-3		4101 DEWDNEY AVE Regina S4T 1A5	70548	12/26/2007	4500	L		ETHYLENE
			Other Material	ETHYLENE GLYCOL				
ES-4		Regina, 4101 Dewdney, Regina Pasqua Hospital Regina	1997-0359	7/21/1997	136.2	Litres		
			Other Material					
n/a		REGINA - SASKATCHEWAN DR; REGINA, 2100 BLOCK SASKA REGINA	1982-0150	9/8/1982	10118598	Litres		OTHER
			Other Material					
n/a		REGINA - SASK. DR. & LEWVAN; REGINA	1983-0149	//	200	Litres		OTHER
			Other Material					
n/a		Regina, 1361 Victoria Avenue. Closed mac's conven REGINA	1993-0068	2/24/1993	unknown	Litres		Gasoline
			Other Material					
n/a		LEWVAN DR NORTHBOUND DITCH REGINA	2002-0195	8/7/02	450.00	Litres		Diesel
			Other Material					
n/a		BETWEEN ALBERT ST AND LEWVAN IN CITY LIMITS Regina	80569	9/10/04	909.2	L		DIESEL FUEL LIQ
			Other Material					

Hazardous Material Storage

Map Key	Company	Address	Operation ID	Operation Status	Operation Name	Land Description
HMS-1		1881 ELPHINSTONE ST., REGINA	10418	Inactive	BONK'S TIRE & AUTO STORAGE SITE	
HMS-2		1701 ELPHINSTONE ST., REGINA	7682	Operating	LAWSON AQUATIC CENTRE STORAGE SITE	
HMS-3		1909 ELPHINSTONE ST., REGINA	10292	Decommissioning	ARCH TRANSCO LTD., ELPHINSTONE STREET, REGINA STORAGE SITE	
HMS-4		4101 DEWDNEY AVE., REGINA	7670	Operating	PASQUA HOSPITAL STORAGE SITE	
n/a		ELPHINSTONE ST., REGINA	9336	Operating	DEPT. OF NATIONAL DEFENCE- REGINA ARMOURY STORAGE SITE	

Hazardous Substance Storage Sites

Map Key	Company	Address	Application Date	Facility Code	Site Number	Storage Area (m²)	Storage Type	Contents
HSSS-1	LAWSON AQUATIC CENTRE	1701 ELPHINSTONE ST. REGINA S4P 3C8	10/14/1992	OT - 1422	W - 2	3	Warehouse	CHLORINE

Hazardous Substance Storage Tanks

Map Key	Company	Address	Facility Code	Business Description	Type	Capacity (L)	Tank Contents Description	Other Contents
HSST-1	BONK'S TIRE & AUTO	1881 ELPHINSTONE ST. REGINA S4P 3A2	SE - 1507	Service Station	Aboveground	2250	WASTE OIL	
					d			
					Underground	22730	GASOLINE (MOTOR)	
HSST-2	ARCH TRANSCO LTD.	1909 ELPHINSTONE ST. REGINA S4T 3N3	SE - 1392	Service Station	Underground	50000	GASOLINE (MOTOR)	
					Underground	50000	GASOLINE (MOTOR)	
					Underground	22730	GASOLINE (MOTOR)	
HSST-3	PASQUA HOSPITAL	4101 DEWDNEY AVE. REGINA S4T 1A5	OT - 1411	Other	Aboveground	22500	HEATING OIL / FURNACE FUEL	
					d			
					Aboveground	22500	HEATING OIL / FURNACE FUEL	
					d			
					Aboveground	1125	DIESEL	
					d			
					Aboveground	1125	DIESEL	
					d			
					Aboveground	1125	DIESEL	
n/a	DEPT. OF NATIONAL DEFENCE- REGINA ARMOURY	ELPHINSTONE ST. REGINA	OT - 861	Other	Aboveground	25000	DIESEL	
					d			
					Aboveground	25000	DIESEL	
					d			
					Aboveground	25000	DIESEL	
					d			
					Aboveground	25000	DIESEL	
					d			
					Underground	22730	DIESEL	
HSST-1	BONK'S TIRE & AUTO	1881 ELPHINSTONE ST. REGINA S4P 3A2	SE - 1507	Service Station	Aboveground	2250	WASTE OIL	
					d			
					Underground	22730	GASOLINE (MOTOR)	
HSST-2	ARCH TRANSCO LTD.	1909 ELPHINSTONE ST. REGINA S4T 3N3	SE - 1392	Service Station	Underground	50000	GASOLINE (MOTOR)	
					Underground	50000	GASOLINE (MOTOR)	
					Underground	22730	GASOLINE (MOTOR)	
HSST-3	PASQUA HOSPITAL	4101 DEWDNEY AVE. REGINA S4T 1A5	OT - 1411	Other	Aboveground	22500	HEATING OIL / FURNACE FUEL	
					d			
					Aboveground	22500	HEATING OIL / FURNACE FUEL	
					d			
					Aboveground	1125	DIESEL	
					d			
					Aboveground	1125	DIESEL	
					d			
					Aboveground	1125	DIESEL	
n/a	DEPT. OF NATIONAL DEFENCE- REGINA ARMOURY	ELPHINSTONE ST. REGINA	OT - 861	Other	Aboveground	25000	DIESEL	
					d			
					Aboveground	25000	DIESEL	
					d			
					Aboveground	25000	DIESEL	
					d			
					Aboveground	25000	DIESEL	
					d			
					Underground	22730	DIESEL	

National Analysis of Trends in Emergencies System (NATES)

Map Key	Company	Address	File No.	Spill Date	Lead Agency	DOE on Scene	Reported By
n/a	PACIFAC66VICTORIA	REGINA	44631N63	790221			Province
			Material Reaction: Basin: Nelson River Drainage Air: Land: Y Fresh Water: Ground Water: Salt Water: Other Environment: Waterbody: Cause: Underground Tank Leak Reason: Material Failure Source: Service Station Sector: Petroleum Ship No.: Ship Name: Clean Up By: polluter Disposal Method: landfill Recovery %: 20.00 Act Invoked: None Enforcement Resp: Fish Kill: N Oiled Birds: N Other Kill: N Vegetation Damage: N Property Damage: N Drinking Water: N Income Loss: N Other Consequences: N No. of Injuries: No. of Evacuations: Fine: 0.00 No. of Dead: Cleanup Cost: Material: gasoline Amount (ton): Volume (L): Concentration: Phase: Additional Info:				

National Environmental Emergencies System (NEES)

Map Key	Company	Address	Incident Date	Contaminant
n/a	PACIFAC66VICTORIA	REGINA	2/21/79	gasoline
			Amount:	
			Units:	
			Quantity:	
			Cause:	Underground Tank Leak
			Source:	Service Station
			Reason:	Material Failure
			Sector:	Petroleum

Scott's Manufacturing Directory

Map Key	Company	Address	Established	Plant Size (ft²)	Employment	SIC/NAICS Code	Description
SCT-1	GALLERY DESIGNS	3608 Victoria Ave Regina S4T 1M3	1988	800	1	337127	Institutional Furniture Manufacturing
SCT-2	Westcor Builders (2003) Inc.	3476 Saskatchewan Dr Regina S4T 1H1				238310	Drywall and Insulation Contractors
						332118	Stamping

Water Well Information System

Map Key	Company	Address	Driller Report #	Completed Date	Depth (ft)	Elevation (ft)	Water Use	Well Use	Method Well Developed
WWIS-1			011618	8/22/1960	195	1875	Municipal	Withdrawal	Drilled
			DLS Coordinates: NW1/4-24-17-20-2						
			Municipality: SHERWOOD RM OF						
			<u>Depth (ft)</u>	<u>Colour</u>	<u>Material</u>	<u>Description</u>			
			30	Brown	Clay	Unknown			
			40	Yellow	Sandy Clay	Unknown			
			68	Brown	Clay	Stoney			
			81	Blue	Till	Unknown			
			85	Unknown	Sand	Coarse			
			150	Yellow	Sandy Clay	Unknown			
WWIS-2			011617		84	1880	Domestic	Withdrawal	Drilled
			DLS Coordinates: NW1/4-24-17-20-2						
			Municipality:						
			<u>Depth (ft)</u>	<u>Colour</u>	<u>Material</u>	<u>Description</u>			
			38	Brown	Clay	Unknown			
			68	Blue	Till	Unknown			
			82	Unknown	Sand	Coarse			
			84	Unknown	Silt	Fine			

Water Well Information System

Map Key	Company	Address	Driller Report #	Completed Date	Depth (ft)	Elevation (ft)	Water Use	Well Use	Method Well Developed
WWIS-3			011619	5/6/1961	195	1875	Municipal	Withdrawal	Drilled
			DLS Coordinates: NW1/4-24-17-20-2						
			Municipality:						
			<u>Depth (ft)</u>	<u>Colour</u>	<u>Material</u>		<u>Description</u>		
			28	Unknown	Clay		Unknown		
			79	Unknown	Till		Unknown		
			84	Unknown	Sand		Unknown		
			95	Unknown	Till		Unknown		
			97	Unknown	Sand & Gravel		Unknown		
			168	Unknown	Till		Unknown		
			193	Unknown	Sand & Gravel		Unknown		
			195	Unknown	Till		Unknown		

Appendix: Saskatchewan Database Descriptions

EcoLog Environmental Risk Information Services Ltd can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to EcoLog ERIS at the time of update. **Note:** Databases denoted with “*” indicates that the database will no longer be updated. See the individual database descriptions for more information.

Provincial Source Databases:

Convictions 1995-Mar 2011

CONV

This database summarizes the penalties and convictions handed down by the Saskatchewan courts. Companies and individuals that have been found guilty of environmental offenses under Saskatchewan’s Environmental Protection Legislation are listed in this database. The records in this database are associated with the City the offense took place and are not plotted.

Wastewater Dischargers 2000-Apr 2011

DIS

This database is maintained by SERM and supplies the locations of the wastewater dischargers in the province. The geographic coordinates have been provided in DLS (Dominion Land Survey) format but do not contain offsets that are necessary to pinpoint a specific location. Therefore, locations will be accurate to the LSD or Quarter section only.

Environmental Spills 1977-Mar 2011

ES

This database includes an inventory of known spills that occurred throughout the province and that are reported under regulation R.R.S. c. D-14, Reg. 1. Some of the geographic coordinates have been provided in DLS (Dominion Land Survey) format but do not contain offsets that are necessary to pinpoint a specific location. Therefore, locations will be accurate to the LSD or Quarter section only.

Hazardous Material Storage Sites 1980-Mar 2011

HMS

The Saskatchewan Hazardous Materials Storage Program collects this information. With the approval of the Ministry of Environment, hazardous substances and waste dangerous goods can be stored in underground storage tanks, above-ground storage tanks, outdoor storage site and warehouse/indoor storage sites. A hazardous substance/waste is defined as a substance/waste that because of its quantity, concentration or physical, chemical or infectious characteristics, either individually or in combination with other substances, is an existing or potential threat to the environment or human health. This inventory includes information on operator ID, operation name, address, legal land description and operation status.

Horizontal Wells Aug 1987-June 2007

HORW

Saskatchewan Industry and Resources maintains an inventory of all horizontal wells drilled in the province. The database provides detailed information in regard to well name, owner name, status, licence no., initial and final drilling date, well type, horizon name and pool name.

Hazardous Substance Storage Sites 1989-Feb 2006*

HSSS

This is an inventory of hazardous substance storage sites that must be registered under regulation 25/92, S. 3. The database is a catalog of information on the location of outdoor and warehouse sites, housing hazardous products used by companies in the agricultural, chemical, farming, warehousing, trucking, waste recycling, distribution, service stations/repair shops, bulk stations, autobody, mining, and manufacturing industry. Information is provided on the type of product(s) stored, application date, company name, location, and the type of business service operated on site. For current information, please refer to the HMS database.

Hazardous Substance Storage Tanks 1989-Feb 2006***HSST**

This is an inventory of hazardous substance storage tanks that must be registered under regulation 25/92, S. 3. The database is a compilation of information on aboveground and underground storage tanks that hold substances such as gasoline, diesel, chemicals, heating oil, kerosene and alcohol blended products. Information is provided on the contents and capacity of the tank, company name, location, and the type of business service operated on site. For current information, please refer to the HMS database.

Intensive Livestock Operations 1971-May 2009**ILOA**

Under the Agricultural Operations Act, certain types of intensive livestock operations are required to obtain plan approval. Approvals are subject to the size of operation and their proximity to a water source. Those requiring plan approval must submit documentation regarding manure storage, utilization of manure nutrients and disposal method for dead animals. Sask. Agriculture, Food and Rural Revitalization maintains a database of approvals issued over the last three decades, for operations that may or may not be currently operational. An ILO plan approval may have been issued to an intensive livestock operation but never been constructed, been approved and not constructed yet, or it may have been constructed and later discontinued. There is no distinction in the database between operational and non-operational sites. Please note that the value "Sum of Animal Units" is a calculation used to compare different types of livestock operations (each type of animal is rated on a scale). Geographic coordinates were provided in DLS (Dominion Land Survey) format but do not contain offsets that are necessary to pinpoint a specific location. Therefore, locations will be accurate to the Quarter section only.

Mineral Occurrences 1981-Nov 2006**MNR**

Saskatchewan Energy and Mines maintains an inventory of 2890 separate mineral occurrences in the "Saskatchewan Mineral Deposit Index" regarding metallic, industrial mineral and coal deposits. Information within the database pertains to the SMDI No., showing name, location, commodity, deposit type, status, classification and geographical reference data. For additional information regarding geological data and exploration history, please contact the office and quote the SMDI No.

Upstream Oil and Gas Site Spills 1990-Jan 2011**OGS**

Saskatchewan Industry and Resource compiles spill information pertaining to crude oil, produced water and spills on upstream oil and gas facilities. Information includes location, date of spill, substance spilled, total amount spilled and source.

Pesticide Register 1998-Apr 2010**PES**

Saskatchewan Agriculture and Food maintains a database of all vendors of registered pesticides.

Waste Disposal Site Inventory 2000-Apr 2011**WDS**

This inventory pertains to registered waste disposal sites within the province of Saskatchewan. Specific dates as to when the waste disposal site was activated are not available. The geographic coordinates have been provided in DLS (Dominion Land Survey) format but do not contain offsets that are necessary to pinpoint a specific location. Therefore, locations will be accurate to the LSD or Quarter section only.

Water Well Information System 1900-Jun 2010**WWIS**

This database was collected from Saskatchewan Water, Water Resource Administration and contains over 100,000 records. The geographic coordinates have been provided in DLS (Dominion Land Survey) format but do not contain offsets that are necessary to pinpoint a specific location. Therefore, locations will be accurate to the LSD or Quarter section only.

Federal Government Source Databases:**Diagram Identifier:****Environmental Effects Monitoring 1992-2007*****EEM**

The Environmental Effects Monitoring program assesses the effects of effluent from industrial or other sources on fish, fish habitat and human usage of fisheries resources. Since 1992, pulp and paper mills have been required to conduct EEM studies under the Pulp and Paper Effluent Regulations. This database provides information on the mill name, geographical location and sub-lethal toxicity data.

Environmental Issues Inventory System 1992-2001***EIIS**

The Environmental Issues Inventory System was developed through the implementation of the Environmental Issues and Remediation Plan. This plan was established to determine the location and severity of contaminated sites on inhabited First Nation reserves, and where necessary, to remediate those that posed a risk to health and safety; and to prevent future environmental problems. The EIIS provides information on the reserve under investigation, inventory number, name of site, environmental issue, site action (Remediation, Site Assessment), and date investigation completed.

Federal Convictions 1988-Jun 2007**FCON**

Environment Canada maintains a database referred to as the "Environmental Registry" that details prosecutions under the Canadian Environmental Protection Act (CEPA) and the Fisheries Act (FA). Information is provided on the company name, location, charge date, offence and penalty.

Contaminated Sites on Federal Land June 2000-Sept 2011**FCS**

The Treasury Board of Canada Secretariat maintains an inventory of all known contaminated sites held by various Federal departments and agencies. This inventory does not include properties owned by Crown corporations, but does contain non-federal sites for which the Government of Canada has accepted some or all financial responsibility. All sites have been classified through a system developed by the Canadian Council of Ministers of the Environment. The database provides information on company name, location, site ID #, property use, classification, current status, contaminant type and plan of action for site remediation.

Indian & Northern Affairs Fuel Tanks 1950-Aug 2003**IAFT**

The Department of Indian & Northern Affairs Canada (INAC) maintains an inventory of all aboveground & underground fuel storage tanks located on both federal and crown land. Our inventory provides information on the reserve name, location, facility type, site/facility name, tank type, material & ID number, tank contents & capacity, and date of tank installation.

National Analysis of Trends in Emergencies System (NATES) 1974-1994***NATE**

In 1974 Environment Canada established the National Analysis of Trends in Emergencies System (NATES) database, for the voluntary reporting of significant spill incidents. The data was to be used to assist in directing the work of the emergencies program. NATES ran from 1974 to 1994. Extensive information is available within this database including company names, place where the spill occurred, date of spill, cause, reason and source of spill, damage incurred, and amount, concentration, and volume of materials released.

National Defence & Canadian Forces Fuel Tanks Up to May 2001***NDFT**

The Department of National Defence and the Canadian Forces maintains an inventory of all aboveground & underground fuel storage tanks located on DND lands. Our inventory provides information on the base name, location, tank type & capacity, tank contents, tank class, date of tank installation, date tank last used, and status of tank as of May 2001. This database will no longer be updated due to the new National Security protocols which have prohibited any release of this database.

National Defence & Canadian Forces Spills Mar 1999-Aug 2010**NDSP**

The Department of National Defence and the Canadian Forces maintains an inventory of spills to land and water. All spill sites have been classified under the "Transportation of Dangerous Goods Act - 1992". Our inventory provides information on the facility name, location, spill ID #, spill date, type of spill, as well as the quantity of substance spilled & recovered.

National Defence & Canadian Forces Waste Disposal Sites 2001-April 2007**NDWD**

The Department of National Defence and the Canadian Forces maintains an inventory of waste disposal sites located on DND lands. Where available, our inventory provides information on the base name, location, type of waste received, area of site, depth of site, year site opened/closed and status.

National Environmental Emergencies System (NEES) 1974-2003**NEES**

In 2000, the Emergencies program implemented NEES, a reporting system for spills of hazardous substances. For the most part, this system only captured data from the Atlantic Provinces, some from Quebec and Ontario and a portion from British Columbia. Data for Alberta, Saskatchewan, Manitoba and the Territories was not captured. However, NEES is also a repository for all previous Environment Canada spill datasets. NEES is composed of the historic datasets – or Trends – which dates from approximately 1974 to present. **NEES Trends** is a compilation of historic databases, which were merged and includes data from NATES (National Analysis of Trends in Emergencies System), ARTS (Atlantic Regional Trends System), and NEES. In 2001, the Emergencies Program determined that variations in reporting regimes and requirements between federal and provincial agencies made national spill reporting and trend analysis difficult to achieve. As a consequence, the department has focused efforts on capturing data on spills of substances which fall under its legislative authority only (CEPA and FA). As such, the NEES database will be decommissioned in December 2004.

National PCB Inventory 1988-2008**NPCB**

Environment Canada's National PCB inventory includes information on in-use PCB containing equipment in Canada including federal, provincial and private facilities. All federal out-of-service PCB containing equipment and all PCB waste owned by the federal government or by federally regulated industries such as airlines, railway companies, broadcasting companies, telephone and telecommunications companies, pipeline companies, etc. are also listed. Although it is not Environment Canada's mandate to collect data on non-federal PCB waste, the National PCB inventory includes some information on provincial and private PCB waste and storage sites.

National Pollutant Release Inventory 1993-2009**NPRI**

Environment Canada has defined the National Pollutant Release Inventory ("NPRI") as a federal government initiative designed to collect comprehensive national data regarding releases to air, water, or land, and waste transfers for recycling for more than 300 listed substances.

Parks Canada Fuel Storage Tanks 1920-Jan 2005**PCFT**

Canadian Heritage maintains an inventory of all known fuel storage tanks operated by Parks Canada, in both National Parks and at National Historic Sites. The database details information on site name, location, tank install/removal date, capacity, fuel type, facility type, tank design and owner/operator.

Private Source Databases:**Automobile Wrecking & Supplies 2001-Jun 2010****AUWR**

This database provides an inventory of all known locations that are involved in the scrap metal, automobile wrecking/recycling, and automobile parts & supplies industry. Information is provided on the company name, location and business type.

Chemical Register 1999-Jun 2010**CHEM**

This database includes a listing of locations of facilities within Saskatchewan that either manufacture and/or distribute chemicals.

ERIS Historical Searches 1999-Sept 2011**EHS**

EcoLog ERIS has compiled a database of all environmental risk reports completed since March 1999. Available fields for this database include: site location, date of report, type of report, and search radius. As per all other databases, the ERIS database can be referenced on both the map and "Statistical Profile" page.

Canadian Mine Locations 1998-2009**MINE**

This information is collected from the Canadian & American Mines Handbook. The Mines database is a national database that provides over 290 listings on mines (listed as public companies) dealing primarily with precious metals and hard rocks. Listed are mines that are currently in operation, closed, suspended, or are still being developed (advanced projects). Their locations are provided as geographic coordinates (x, y and/or longitude, latitude). As of 2002, data pertaining to Canadian smelters and refineries has been appended to this database.

Oil and Gas Wells 1988-2011**OGW**

The Nickle's Energy Group (publisher of the Daily Oil Bulletin) collects information on drilling activity including operator and well statistics. The well information database includes name, location, class, status and depth. The main Nickles' database is updated on a daily basis, however, this database is updated on a monthly basis. More information is available at www.nickles.com.

Canadian Pulp and Paper 1999, 2002, 2004, 2005, 2009**PAP**

This information is part of the Pulp and Paper Canada Directory. The Directory provides a comprehensive listing of the locations of pulp and paper mills and the products that they produce.

Retail Fuel Storage Tanks 1999-Jun 2010**RST**

This database includes an inventory of known fuel outlet locations (including marinas) that have on their property gasoline, waste oil, natural gas and / or gas propane storage tanks.

Scott's Manufacturing Directory 1999-Mar 2011**SCT**

Scott's Directories is a database of information on over 4000 manufacturers in Saskatchewan. Even though Scott's listings are voluntary, it is a comprehensive database of Saskatchewan manufacturers available. Information concerning a company's address, plant size, and main products are included in this database.



Clifton Associates Ltd.
engineering science technology

Appendix C



Photograph 1 – An oil spill was registered on or adjacent to the southeast corner of the Site. The intersection of Elphinstone Street and Saskatchewan Drive is in the background.



Photograph 2 – The Site is primarily graveled. There are three soil stockpiles on the Site. They are used to line the floor of the Brandt Center during The Western Canadian Agribition rodeo.



Photograph 3 – There are three soil stockpiles of unknown origin on the Site.



Photograph 4 – Several trailers and scrap wood and metal are stored on the Site. The Canadian Pacific main line is adjacent to the south followed by Saskatchewan Drive (background).



Photograph 5 – Several trailers and scrap wood and metal are stored on the Site.



Photograph 6 – A rubble pile of concrete, asphalt and gravel is on the southwest side.



Photograph 7 – There are trailer and portable buildings used for Exhibition stored along the south edge of the Site. Overhead power lines are on the south edge of the Site.



Photograph 8 – There are trailer and portable buildings used for Exhibition stored along the south edge of the Site.



Photograph 9 – Concrete blocks are stored along the south edge of the Site.



Photograph 10 – Lewvan Drive is adjacent to the west, followed by residential property (not shown).



Photograph 11 – The Regina Sportplex is adjacent to the east across Elphinstone Street.



Photograph 12 – Evraz Place is adjacent to the north.

January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: Regina Police Service 2013 Operating and Capital Budget

**RECOMMENDATION OF THE BOARD OF POLICE COMMISSIONERS
- OCTOBER 17, 2012**

1. That the 2013 Regina Police Service Operating and Capital Budget, which includes estimated gross operating expenditures of \$69,205,500 and revenues of \$7,811,900, resulting in a Net Operating Budget of \$61,393,600 be approved.
2. That the 2013 Capital Budget of \$4,605,400, with capital funding to be determined by Regina City Council, be approved.

BOARD OF POLICE COMMISSIONERS – OCTOBER 17, 2012

The Board adopted a resolution to concur in the recommendation contained in the report. Recommendation #3 does not require City Council approval.

Mayor Pat Fiacco, Councillor Sharron Bryce, and Commissioners: Shelley Lavallee and Ron Rasmussen were present during consideration of this report by the Board of Police Commissioners.

The Board of Police Commissioners, at the **PRIVATE** session of its meeting held on October 17, 2012, considered the following report from the Chief of Police:

RECOMMENDATION

It is recommended that the Board of Police Commissioners:

1. Approve the 2013 Regina Police Service Operating and Capital Budget, which includes estimated gross operating expenditures of \$69,205,500 and revenues of \$7,811,900, resulting in a Net Operating Budget of \$61,393,600.
2. Approve the 2013 Capital Budget of \$4,605,400, with capital funding to be determined by Regina City Council.
3. Forward this report, as it may be amended, to Regina City Council.

CONCLUSION

The Regina Police Service proposed 2013 Operating and Capital Budget has been prepared based on a thorough review of conditions, challenges and opportunities facing the Regina Police Service. Efforts have been made to reduce spending where possible and to contain increases to

the amount absolutely needed. The Regina Police Service 2013 Operating and Capital Budget is aimed at ensuring Regina Police Service performance, effectiveness and value to the community.

BACKGROUND

The Regina Police Service is presenting its proposed 2013 Operating and Capital Budget to the Board of Police Commissioners. The Board is required to make its budget available to Regina City Council by December 31, 2012.

DISCUSSION

The Regina Police Service works every day to provide good value to Regina citizens. The Service strives to continually improve itself within a strong framework of integrity and with a foundation of values that guide our plans, our work and our relationships. The Regina Police Service takes a lead role in providing public safety in the City of Regina. Recognition of this role is embodied in the Service's mission statement, and is the central principle underlying all our activities:

The Regina Police Service, through the actions of our dedicated and valued employees, strives to be held in the highest regard by the citizens of Regina, our partners, and peers in policing for ensuring a safe, inclusive and harmonious community.

The Regina Police Service 2011-2014 Strategic Plan is based on four integrated areas of focus: service delivery; partnerships and community engagement; recruitment and employee development; and business processes and infrastructure. A summary of the Strategic Plan is provided in Appendix A.

The Regina Police Service financial plans provide the framework for the ongoing and sustained delivery of core policing work and support the strategic initiatives defined in the Regina Police Service 2011 – 2014 Strategic Plan. The 2013 Operating Budget contains the funding needed to deliver policing services for the upcoming year and the five-year Capital Budget provides the long-term financial plan to prepare the Service for the future. Highlights of accomplishments resulting from the 2012 Operating and Capital Budget are contained in Appendix B.

The Regina Police Service continuously looks to improve its service delivery and measures its performance through established performance indicators. These performance indicators provide internal accountability to the Board of Police Commissioners and external accountability to the citizens of Regina and are contained in Appendix C.

The annual budget process involves an environmental scan of internal and external conditions impacting the Service. Regina is in a period of unprecedented economic growth and prosperity and as such is experiencing population growth, enlargement of its physical footprint, changing demographics due to significant increase in newcomers and changing industry such as the development of the Global Transportation Hub. In addition, the work of policing has changed. For example, technological advances and new investigative tools require training, equipment and human resource specialization; new laws increase enforcement requirements; court rulings have impacted the time required to support prosecutions; provincial and federal government legislative and policy changes has impacted the type of calls for service (mental health and addictions); and policing boundaries have opened up (joint forces operations). Each of these factors presents opportunities and challenges for the Service. The Regina Police Service continually seeks operational efficiencies and community partnerships to provide optimal value and service to the citizens of Regina.

The guiding principles used in preparing the 2013 budget include:

- Alignment of the financial plan with the strategic plan.
- Continue to commit to the delivery of quality service for Regina citizens while looking for ways to become more efficient and to streamline and simplify our work.
- Identify opportunities to improve our performance and to create value.
- Understand and build interrelationships which helps to become more cost effective and to deliver superior service.
- Sustainability of infrastructure through long-term planning while using a balanced and measured approach to safeguard our assets.
- Anticipate and plan for the long-term to align the work of the Service with the growth and changes in the City.
- Incorporate fiscal responsibility into every expenditure decision made by the Regina Police Service as a means of providing stability to the organization, stretching the value of resource usage and being accountable to citizens who want the tax dollars they provide to be prudently allocated.

Operating Budget

The 2013 Operating Budget supports cost adjustments to reflect changing internal and external conditions and Strategic Plan initiatives. For 2013, the Regina Police Service proposes a Net Operating Budget of \$61,393,600. This includes \$69,205,500 in gross operating expenditures and \$7,811,900 in anticipated revenues. The resulting Net Operating Budget is a \$3,016,400 or 5.2% increase over the 2012 budget. This is arrived at through an expenditure increase of \$3,471,900 and a revenue increase of \$455,500. Staffing expenditures support 542 permanent and 22.6 casual FTE's and comprise 91% of the Gross Operating Budget.

Police 2013 Operating Budget

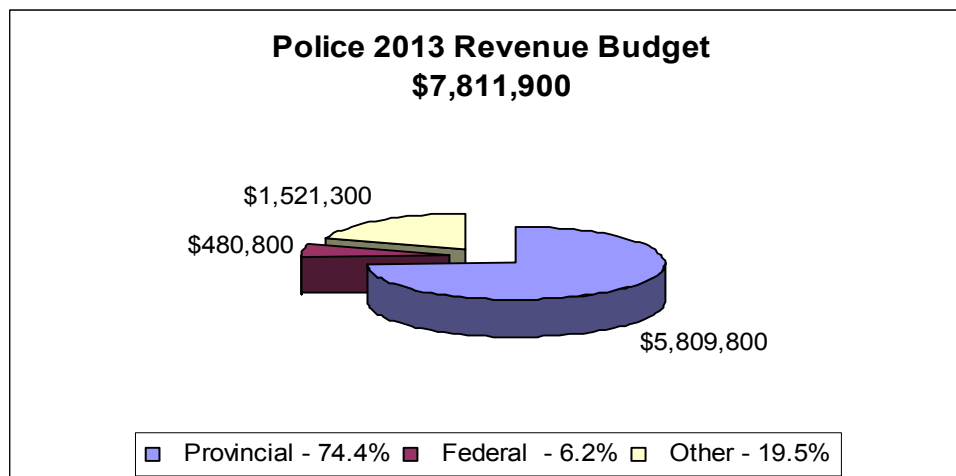
	2012 Budget	2013 Budget	Dollar Change	Percent Change
Revenue Budget				
Provincial Programs	5,684,400	5,809,800	125,400	
Federal Programs	478,800	480,800	2,000	
Other Revenues	1,193,200	1,521,300	328,100	
	\$7,356,400	\$7,811,900	\$455,500	6.2%
Gross Operating Budget				
Salary/Benefit Costs	59,696,900	62,716,200	3,019,300	5.1%
Corps of Commissionaires	380,000	389,500	9,500	2.5%
Operational Expenses	5,656,700	6,099,800	443,100	7.8%
	\$ 65,733,600	\$ 69,205,500	\$ 3,471,900	5.3%
Net Operating Budget	\$58,377,200	\$61,393,600	\$ 3,016,400	5.2%

In developing the budget, \$108,500 in internal savings were identified (see Budget Highlights page) and redirected to reduce the proposed budget increase. Operational expenses reflect an increase of \$443,100 or 7.8% from the 2012 level. The Regina Police Service 2012 Net Operating Budget consumed 19.1% of the City of Regina's 2012 Operating Budget, a decrease from 20.0% over 2011.

Highlights of the 2013 Operating Budget *changes* include:

- Permanent staffing adjustments include one Security Analyst (Information Technology Services), one Supervisor, Release of Information (Police Information and Evidence Management), one Civilian Tactical Crime Analyst (Community Services Division), and one funded Training Officer, Saskatchewan Police College. Casual staffing adjustments include one provincially funded Victim Services Missing Person Liaison and 0.1 increase for the Administrative Assistant, Gang Unit.
- Salary and benefit changes include the full year cost of the 2013 approved positions; step increases for junior employees; salary contingency for unsettled collective agreements and related benefits on these salary changes; and a benefit rate increase to support anticipated changes to the Regina Police Pension Plan.
- \$186,300 to deliver policing during the week long Grey Cup 2013 event. \$46,700 of this expense is cost-recovered by the Saskatchewan Roughriders for in-stadium game-day overtime.
- \$79,000 for ongoing hardware and software maintenance contracts for core information technology systems.
- \$57,000 to provide off-site leasing expense for staging out occupants of the Municipal Justice Building in anticipation of the Facilities Renewal Project.
- \$29,400 for increased costs for facility expenses to maintain the Headquarters, Municipal Justice and Emergency Services Buildings.
- \$45,100 for increased costs for maintaining the Service's fleet operation including fuel, license plates, and vehicle parts.
- \$25,000 to conduct a Community Survey.
- \$12,000 for increased costs associated to legal services by outside counsel.
- (\$58,300) savings to remove the Pre-Court Review Prosecutor initiative. The funding for this program ended in May, 2012.
- (\$30,000) moved to Fleet Capital Budget for special equipment to commission new Fleet vehicles.
- (\$23,500) savings from improved efficiencies for telephone and cellular contracts.
- (\$20,000) savings to remove a one-time item for re-branding the Coat of Arms.

The 2013 Revenue Budget is \$7,811,900, an increase of 6.2% over 2012. The Revenue Budget supports 11.3% of the Regina Police Service Gross Operating Budget and funds 12.4% or 67.5 permanent and casual FTE's. Revenue sources include funding from the provincial government (74%), federal government (6%) and other revenues (20%).



Highlights of the 2013 Revenue Budget *changes* include:

- Revenue additions from the provincial government under established partnerships include: Internet Child Exploitation (ICE) \$30,200; Victim Services/Aboriginal Resource \$4,500; and Sask911 PSAP \$48,700. Revenue decreases include the provincial government Internet Child Exploitation (ICE) operating expenses (\$38,100); and SGI programming (\$5,500).
- Revenue additions from the provincial government for new funding include: Victim Services Missing Persons Liaison \$61,900.
- Revenue additions from the federal government under established partnerships include: Corrections Liaison Officer \$1,100; and Victim Services Responder (RCJC) \$900.
- Other revenue increases include: Legal Counsel cost-recovery \$3,100; School Resource Officer Program cost-recovery \$8,900; special duty increase \$35,000; and Communications Technology Unit cost-recovery \$22,100. Revenue decreases include miscellaneous revenue for the JAIN contract (\$17,700).
- Revenue increase from the Saskatchewan Police College, Training Officer \$100,000.
- Revenue increase of \$46,700 cost-recovered by the Saskatchewan Roughriders for in-stadium game-day overtime.
- Revenue increase of \$130,000 for Criminal Record Checks due to rate increase from \$35 to \$45 per check, along with an increased volume of checks being conducted. Volunteers will continue to receive criminal record checks at no charge.

Capital Budget

The value of the proposed five-year Capital Budget is \$33.4 million including \$4,605,400 in 2013. It is proposed that no funding for the 2013 program will be provided through the Police General Reserve. The current balance of the Police General Reserve is \$2,142,916 which is 3.1% of the proposed 2013 Gross Operating Budget. This amount is considered adequate to sustain operations through most financial circumstances and challenges that may arise.

The Capital Budget includes seven program areas: Facilities Development, Communications, Information Technology Infrastructure, Information Management/Projects, Emergency Services Equipment, Facilities Renewal Project and Fleet. The five-year plan includes projects that will enhance Regina Police Service performance, provide the tools to get the job done and provide a healthier more environmentally friendly place to work.

Police 2013 - 2017 Capital Budget (000's)

Capital Program	2013	2014	2015	2016	2017	Total
Facilities Development	477.4	629.6	1778.3	1533.0	1474.9	5,893.2
Communications	-	2,263.0	-	-	-	2,263.0
Info Technology Infrastructure	597.0	702.0	940.5	877.0	402.0	3,518.5
Info Management / Projects	250.0	382.5	425.0	215.0	240.0	1,512.5
Emergency Services Equipment	120.0	164.0	74.5	122.5	21.0	502.0
Facilities Renewal Project (FRP) ¹	2,500.0	13,260.0	695.0	-	-	16,455.0
Fleet	661.0	616.0	616.0	666.0	666.0	3,225.0
Capital Total	\$ 4,605.4	\$ 18,017.1	\$ 4,529.3	\$ 3,413.5	\$ 2,803.9	\$ 33,369.2

Capital Financing	2012	2013	2014	2015	2016	Total
Current Contributions to Capital	4,605.4	18,017.1	4,529.3	3,413.5	2,803.9	33,369.2
Police General Reserve ²	-	-	-	-	-	-
Capital Total	\$ 4,605.4	\$ 18,017.1	\$ 4,529.3	\$ 3,413.5	\$ 2,803.9	\$ 33,369.2

Notes:

1. \$1,000,000 from the 2012 FRP was transferred to the City of Regina following budget approval.
2. The current balance of the Police General Reserve is \$2,142,916.

Capital program highlights for 2013 include the following:

- \$477,400 in Facilities Development for interior upgrades, roof repairs on Headquarters Building, mechanical upgrades, ongoing furniture replacement and funding to conduct a Substation Feasibility Study. In 2011, the City of Regina Facility Management Services Department undertook a 'Facility Asset Revitalization and Sustainability' Study. This Study identified that the Police Headquarters Building has reached an age whereby it requires significant revitalization. Capital funding has been included as recommended by the City of Regina Facility Management Services Department.
- No capital funding is requested in Communications. The Radio System Replacement has been scheduled for 2014, in alignment with other City of Regina radio users.
- \$597,000 in Information Technology Infrastructure including the ongoing replacement of desktop/laptop equipment; ongoing expenditures for hardware infrastructure such as switches, servers, printers, scanners; required software licenses; virtualization of servers and storage; and the development of a disaster recovery/business continuity initiative.
- \$250,000 in Information Management/Projects including the expansion of video recording to marked police cars; GPS expansion to CID vehicles; implementation of Microsoft SharePoint and a Flash Drive Management System.
- \$120,000 in Emergency Services including equipment for specialty teams and ongoing replacement of issue guns.
- \$2,500,000 for the Facilities Renewal Project. A joint Steering Committee has developed a work plan including hiring consultants to conduct a space needs assessment; develop a detailed budget and design; and undertake construction which is planned to begin in 2014. The City of Regina Facilities Management Services is taking the lead role in project management for this redevelopment.
- \$661,000 in Fleet continues to provide ongoing funding for the regular replacement of marked, unmarked and specialty vehicles. In addition, funding for the commissioning of new vehicles has been included at a cost of \$66,000 of which \$30,000 was reallocated from the operating budget.

The community of Regina faces ever-changing and complex crime challenges and the Regina Police Service partners with the community which strengthens the delivery model and provides efficient and effective crime prevention tactics. Progress is being made and crime is on the decrease.

RECOMMENDATION IMPLICATIONS

Financial Implications

The Regina Police Service budget will have financial implications for 2013 as outlined in this report.

Environmental Implications

There are no direct environmental implications from this report, although the five-year capital plan contains projects that will have a positive environmental impact.

Strategic Implications

The Regina Police Service budget is prepared in conjunction with the Regina Police Service 2011 – 2014 Strategic Plan.

Other Implications

Regina Police Service performance has an impact on the community and its citizens.

COMMUNICATIONS

The Regina Police Service 2013 budget will be submitted to Regina City Council once the budget has been reviewed and approved by the Board of Police Commissioners.

Respectfully submitted,

BOARD OF POLICE COMMISSIONERS

Elaine Gohlke

Elaine Gohlke, Secretary

Appendix A

Regina Police Service

Strategic Plan 2011 – 2014 Highlights

The Regina Police Service supports the City of Regina's vision to 'Imagine Regina 2020...Canada's most vibrant, inclusive, attractive, sustainable community...where people live in harmony and thrive in opportunity'. The Regina Police Service takes a lead role in providing public safety in the City of Regina. Recognition of this role is embodied in the Service's mission statement, and is the central principle underlying all our activities:

Mission

The Regina Police Service, through the actions of our dedicated and valued employees, strives to be held in the highest regard by the citizens of Regina, our partners, and peers in policing for ensuring a safe, inclusive and harmonious community.

Vision

Regina is a safe, inclusive and harmonious community.

Values

Our integrity is based on firm adherence to values that guide our plans, our work and our relationships as members of the Regina Police Service. These values are applied in a way that ensure a balance between the interests of the community, the organization and employees.

- Dedication – We are dedicated to increasing public safety through community policing.
- Professionalism – We are accountable in fulfilling our duties ethically and respectfully.
- Diversity – We respect diversity, both in Regina's community and within our organization.
- Co-operation – We recognize the value of teamwork within the organization and with the community.
- Communication – We encourage effective communication that supports teamwork and positive, productive relationships.
- Progressiveness – We are adaptable in dealing with the challenges of today and tomorrow.

The Strategic Plan is based on four integrated areas of focus: service delivery; partnerships and community engagement; recruitment and employee development; and business processes and infrastructure. The following are examples of goals and initiatives contained in the 2011 - 2014 Strategic Plan.

Service Delivery

The Regina Police Service's Core Functions are emergency response, quality investigations and response to non-emergency calls, traffic safety, and crime prevention/community building. The anticipated outcomes of these efforts are crime reductions, increased public feelings of safety and security and decreased public fear of crime.

- The development and implementation of strategies to address public safety with a focus on crime reduction, illegal drugs, robbery, street gangs, graffiti, and technology related crime.
- Improving our ability to be proactive to emerging issues through effective crime trend monitoring.
- The development of plans to address issues of crime, safety, and community stability in Regina's inner city neighbourhoods.
- To be more effective in the deployment of police resources by reviewing patrol activities, increasing police presence throughout the city, ensuring appropriate levels of police coverage in all communities as Regina expands and ensuring our call response model meets public expectations of public safety.
- Enhance the safety of Regina's roadways by reviewing the red light camera program and deterring impaired driving that originates from drinking establishments.

Partnerships and Community Engagement

The Regina Police Service has a crucial role in reducing crime and increasing safety in Regina, but we do not work alone in this endeavour. We require assistance from the community, including public reporting of occurrences and providing input so we can best meet the community's priorities. We also require assistance from our local, provincial, and national partners who share stake in improving community well-being.

- Continue to work with others on public safety issues including participating in Saskatchewan's Police and Partners Strategy to Build Safer Communities and Reduce Violent Crime, collaborating with the Regina Intersectoral Committee (RIC) to address early intervention on youth aged 11 and under, collaborating with various agencies to address public safety concerns in drinking establishments, improving our working relationship with the Crown Prosecutor's Office and collaborating and sharing information with other policing agencies and organizations.
- Strengthen our relationship with the community by improving communication to the public about our activities and services and attaining external feedback from the public on various aspects of the Service.

Recruitment and Employee Development

A qualified, well-trained and motivated staff, properly deployed, is crucial to delivering optimal service to the people of Regina.

- Enhance recruitment of qualified personnel while striving to meet the goals set forth by the Saskatchewan Human Rights Commission by continuing to implement the Human Resource Strategic Plan, with a focus on First Nations and newcomer communities, and by utilizing social media for recruiting.
- Ensure the Human Resource Development Plan meets organizational goals while enhancing individual development by identifying ways to increase employee satisfaction with available work opportunities, ensure organizational efficiencies are maintained through appropriate length of terms and developing a standardized process that facilitates the transition for employees from one role to another within the organization.
- Utilization of human resource software to measure employee performance and monitor and detect early intervention of police officers who may need human resource support.

- Improve our human resource deployment by ensuring that human resources are appropriately distributed throughout the organization.
- Develop and train personnel in alignment with their responsibilities and the strategic direction of the organization by centralizing training in Human Resources, increasing IEIS training, providing managers with management training and delivering cultural training to all staff.

Business Processes & Infrastructure

The Service is committed to evaluating and adapting its facilities, equipment, and business processes to ensure they meet service objectives and the organization's needs are consistent with sound budgeting principles and reflect forward planning.

- Continue to improve our internal processes and use of technology to be more effective by implementing web-based reporting and property registration, replacing the employee time system, enhancement of the intranet site, continued installation of digital audio-visual recording equipment, utilizing mobile devices where it enhances efficiencies, updating our automated fingerprint identification process, upgrading to a new radio system, installing automatic vehicle locator software in unmarked vehicles and acquiring business intelligence software.
- Establish quality assurance practices by continued implementation of key performance indicators, integrating risk management and an auditing process into our planning, administration, and operations.
- Safeguard existing assets and develop infrastructure in anticipation of the organization's future by implementing the space plan that includes the redevelopment of the Municipal Justice Building, ensuring the Fleet meets the demands of the organization, safeguarding our electronic information and continuously upgrading our information technology.

The Regina Police Service 2013 Financial Plan and 2011 – 2014 Strategic Plan form an integrated package based on an understanding of conditions, problems and opportunities facing the Regina Police Service. The financial plan supports the strategic direction of the Regina Police Service enabling continuous improvement, sustained performance and deliberate effectiveness delivered by dedicated and professional staff.

The complete Regina Police Service Strategic Plan 2011 - 2014 is available at:
www.reginapolice.ca.

Appendix B

Regina Police Service

2012 Initiatives

The following are highlights of 2012 accomplishments listed by strategic focus area.

Service Delivery

- Across the City, there have been reductions in most crime categories.
- The Service Centres are mandated to address issues of assault, intimidation, street robberies and gang violence in the inner city as well as prostitution.
- The Investigative Response Unit was reassigned to the Community Services Division to respond to evolving crime trends in a timely manner. Through redeployment, the unit was increased by four members and moved to a rotation that gives coverage seven days a week.
- Enhancing information and intelligence sharing through the use of ACIIS (Automated Criminal Intelligence Information), the Canadian law enforcement community's national database for criminal information and intelligence on organized and serious crime.
- Geographic ownership in each District has strengthened the Service's community policing presence. Complementing this are Community Association meetings and the provision of regular newsletters and updates. District Inspectors and Staff Sergeants meet on an ongoing basis with City Councillors to discuss concerns.
- Continued participation on the Global Transport Hub Authority (GTHA) - Safety and Security Committee and Advisory Committee.
- To September, 2012 School Resource Officers conducted 1,429 park checks and 948 checks around school grounds. During four days in the Spring, School Resource Officers made 97 traffic stops resulting in 56 traffic tickets and 2 vehicles seized. In addition they responded to 18 calls for service for complaints of noise and 4 drug-related incidents.
- The Service implemented a strategy to decrease the number of outstanding warrants. From June 2008 to June 2012, the number of outstanding warrants decreased by 67.3%, from 11,166 to 3,655.
- Continued focus to drinking establishments to enhance public safety. Work continues with the City of Regina in the area of parking and taxi access with the goal of increasing safety for the patrons.
- Continued focus on impaired drivers to enhance traffic safety. A drop in reported incidents to the RID (Report Impaired Drivers) program resulted in a number of media releases to bring attention back to this issue.
- Enhanced street robbery suppression efforts by both CID and CSD.
- The Graffiti Investigator developed a current offender database and works collaboratively with partners and the community on prevention strategies.
- Enhanced property crime strategy to provide a collaborative approach to prevention and enforcement activities.
- Continued awareness of the implications of illegal drug activity through posting information on marijuana grow operations on website.

Partnerships & Community Engagement

- The Citizens Police Academy has provided its program for over twenty years resulting in over 1700 citizens graduating. There are 96 active CPA alumni.

- Provided policing to a number of high profile community events including First Nations University PowWow, the Regina Folk Festival, Agribition, Queen City Exhibition, Canada Day, Summer Invasion and various sporting events.
- Continued with the multi-agency assessment and response team for children ages eleven and under (11UI) who are identified as at-risk for involvement in the criminal justice system. The 11UI Steering Committee hired a coordinator through funding provided by Social Services and the Public School Board. The coordinator is housed at the Regina Police Service and works closely with the 11UI Early Intervention Officer. To-date, 85 children have been referred to the program.
- In conjunction with various agencies, continuing to enhance the certification process and use of Translators.
- Hosted the 17th Annual Regina Police Service Showcase (Open House).
- Hosted the annual Regina Police Service Veteran's appreciation lunch.
- Partnered with the Federal Government and Regina Open Door Society to develop training videos on Canadian Law and the Regina Police Service to assist Newcomers in understanding our Canadian legal system. There are 6 videos and handbooks, produced in ten different languages.
- The Regina Police Service designed a parade float for the 2012 Queen City Exhibition as well as other parades in our community and surrounding area.
- Rebranded the Regina Police Service using our Coat of Arms. The re-branding initiative included shoulder flashes, hat badges, stationary, vehicles cresting and signage.
- Continued participation in a wide variety of cultural events including Treaty 4 Citizen's Police Academy, Regina Traditional Healing Gathering, Camp fYrefly for LBGTQ & A youth, Mosaic and the Regina Ukrainian Fall Festival.
- Providing liaison services for the CACP Aboriginal Youth Conference scheduled for November, 2012.
- Conducted a Media Police Academy for members of the local media.
- The Regina Police Service hosted the 2012 Canine Dog Trails, held in conjunction with the Canine Section's 40th Anniversary. Corporal Lorence and Krux placed 3rd in the 'Agility' and Constable Wyatt and Jax placed 1st in 'Building Searches'.

Recruitment and Employee Development

- Continued delivery of training: police officer safety training (POST); forensic interview and interrogation training; undercover techniques training; specialty team training; diversity training; Firearm's Instructor training; and intoxilyzer training. Delivered diversity training through the Egale Canada's "Report Homophobic Violence, Period (RHVO) Program".
- Continued Diversity Mentorship Program along with participation in SPARC (Saskatchewan Police Aboriginal Recruiting Committee) and Treaty 4 Citizen's Police Academy in an effort to attract and prepare First Nations applicants.
- Maintained the chaplaincy program.
- Regina Police Service employees are actively involved in the community as volunteers and leaders.
- Named Saskatchewan's Top 20 Employers for the third year in a row.
- Executive Committee held seven 'State of the Force Information Sessions' for all employees.

- An Organizational Review has been undertaken to update all sworn job descriptions and develop a new, automated Performance Management system. A trial implementation is scheduled for February, 2013.
- Harassment training was developed and implementation has begun. Four members were identified to conduct harassment investigations and are scheduled for training in the Fall.
- Mediation training through Conflict Resolution Saskatchewan is scheduled for three members.
- A 'Block Training' model was researched and developed to provide a more stream-lined and efficient way of delivering training to sworn members. Block Training will be trialed in October, 2012.

Business Processes & Infrastructure

- Completed the pilot of interview recording system to improve the quality and flexibility of the interview process. Continued work to expand the software to all interview rooms.
- Initiated the development of an automated early intervention system to identify behaviour and performance issues in members, utilizing the IEIS record management system.
- Continued to enhance the new technology for scanning, storing, transmitting and searching fingerprints.
- Expansion of in-car video capability to six traffic vehicles planned for Fall, 2011.
- Continued to utilize the unmanned aerial vehicle (Draganflyer helicopter) to enhance our ability to gather photographic evidence at crime scenes and serious motor vehicle accidents. The Draganflyer has been deployed five times since 2011.
- Continue to explore E-ticketing in partnership with SGI and Justice.
- Completed the implementation of on-line reporting software (CopLogic).
- Completed the implementation of the new Automated Fingerprint Identification System (AFIS) in partnership with Calgary and Edmonton Police Services.
- Continuation of the policy review and rewrite initiative. Approximately 50% of policies have been reviewed.
- Expanded the use of Social Media to communicate with our community. The Regina Police Service is now active on Facebook and Twitter.
- Continued discussions with the stakeholder groups about The Regina Police Pension Plan in an effort to find a solution that will provide for the ongoing sustainability of the Plan.
- Enhanced technology and training for the Digital Media Analyst to improve our investigative tools in processing internal and external media.
- Implemented digital fingerprinting technology to improve response times from CCRTIS (Canadian Criminal Real Time Identification Services).
- Began the implementation of new scheduling software with a pilot scheduled for early 2013.
- Continued participation on the City of Regina's 1700 Block Halifax Study.
- The Radio Upgrade Project Working Committee engaged a consultant in March, 2012 with a technical specification document to be completed by year-end.
- Completed the installation of in-car video to six traffic vehicles.
- Completed the development of the staff parking lot at Sask Drive and St. John Street.
- Began the testing of the new marked fleet options as the Ford Crown Victoria is no longer available. The options will be analyzed through the Fall to determine the Service's fleet strategy.

Appendix C

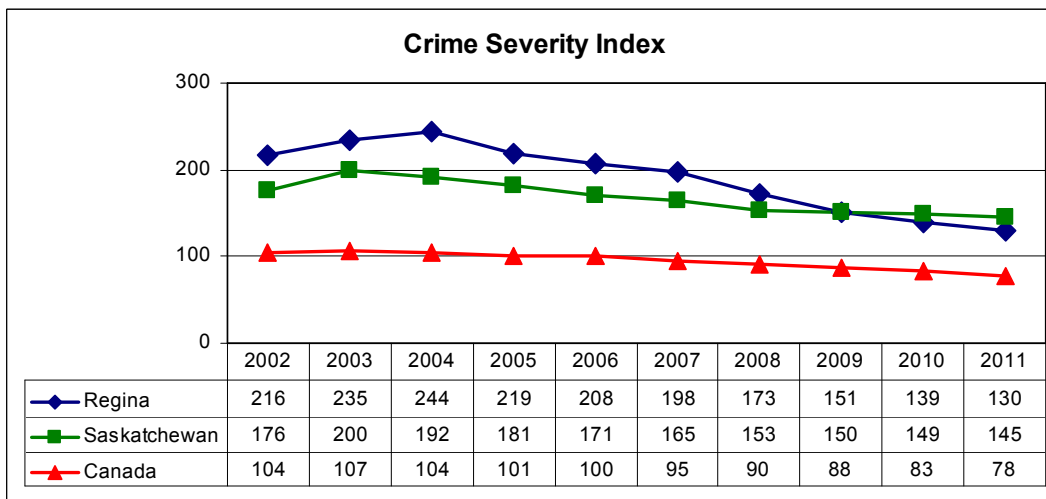
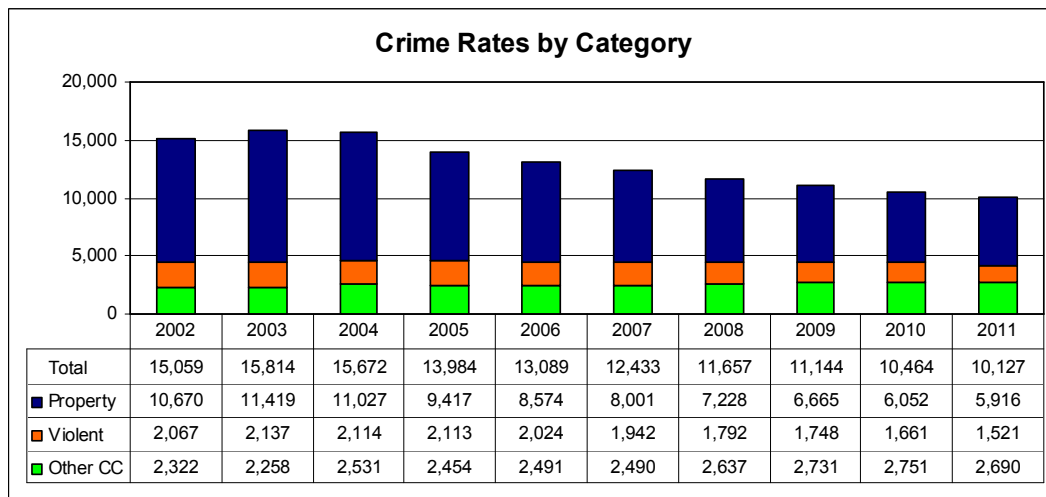
Regina Police Service

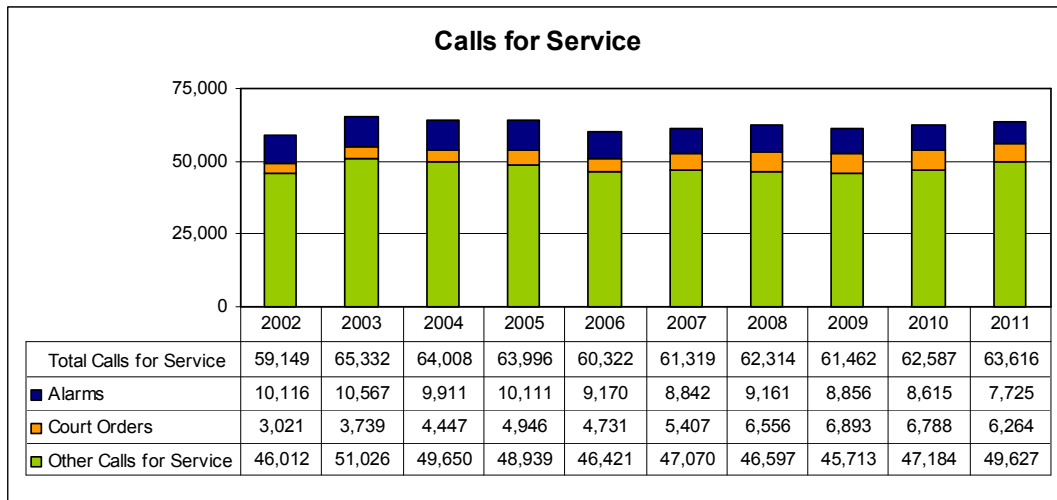
Providing Value to Regina Citizens

The Regina Police Service continuously looks to improve its service delivery and measures its performance through established performance indicators. These performance indicators provide internal accountability to the Board of Police Commissioners and external accountability to the citizens of Regina. In 2011, the Regina Police Service engaged the University of Regina to survey the community to replace the information that was previously provided through the City of Regina's annual omnibus survey. The performance indicators reported to the Board of Police Commissioners on a regular basis include the following:

- crime rates, crime severity index, and calls for service

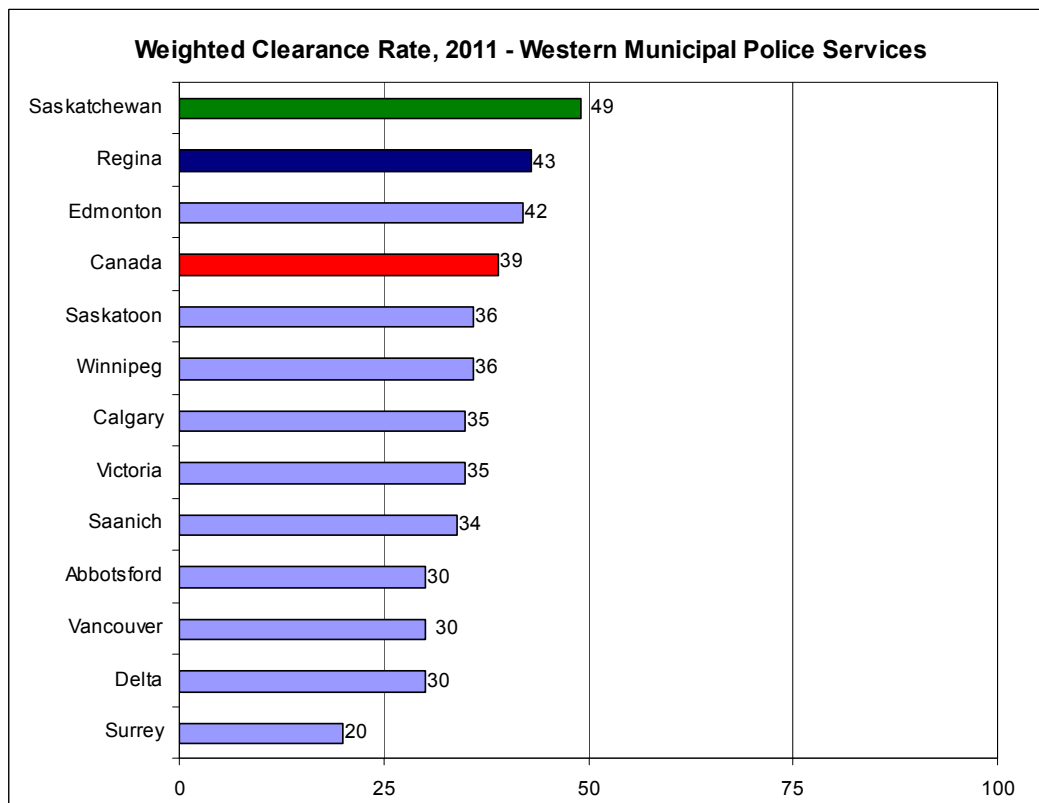
The overall level of reported crime has shown a steady decrease since 2001. The levels of Crimes Against the Person, Crimes Against Property and other Criminal Code violations are down. The Calls For Service remain steady through the ten year period.





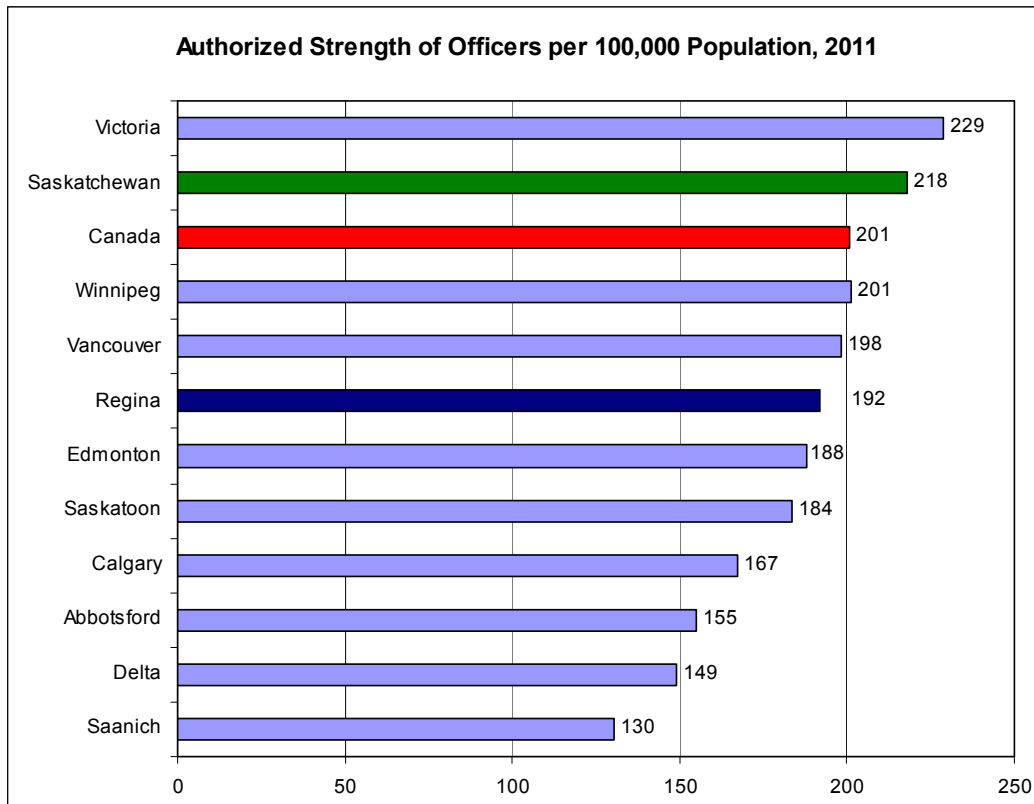
- clearance rates

Although the Regina Police Service is a busy organization with a high officer workload, the Service is effective with one of the highest clearance rates in Western Canada.



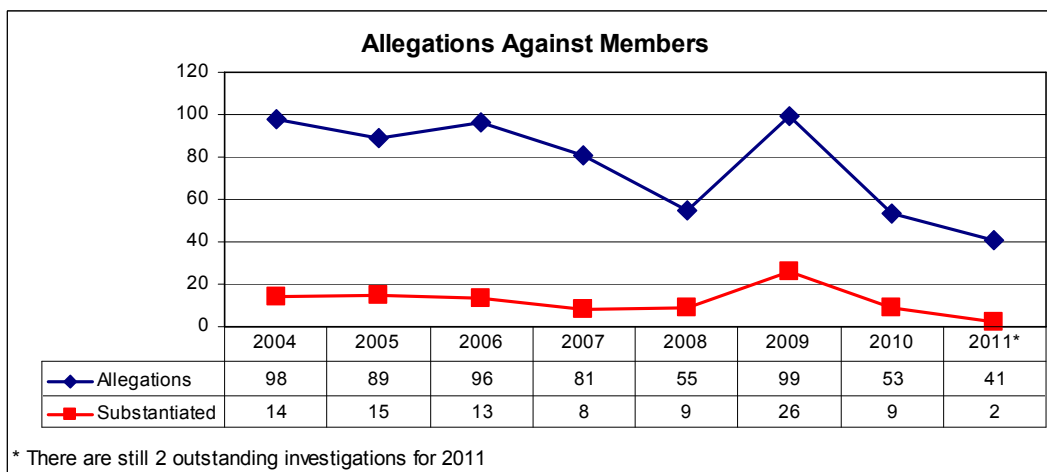
- per capita authorized strength comparisons

The Regina Police Service is average for per capita authorized strength. It is worth noting that Saskatoon Police Service Actual Strength per 100,000 Population figures increase to 199 due to their hiring practices.



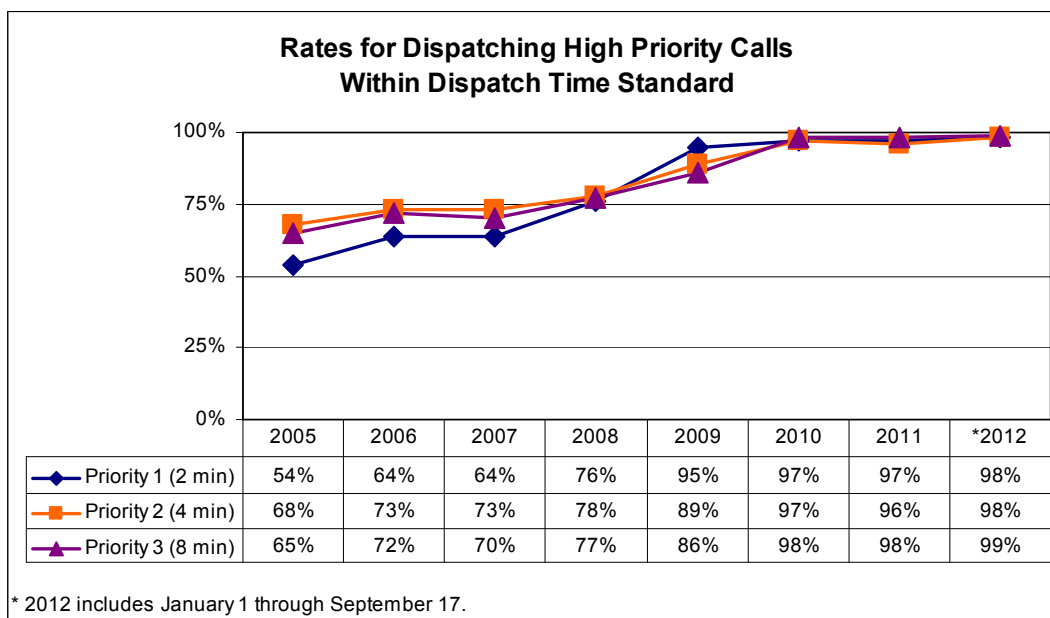
- using force and authority fairly, efficiently and effectively

The Service provides the number of complaints against members and use of force information to the Board of Police Commissioners. The number of complaints against members shows a steady decrease since 2004.



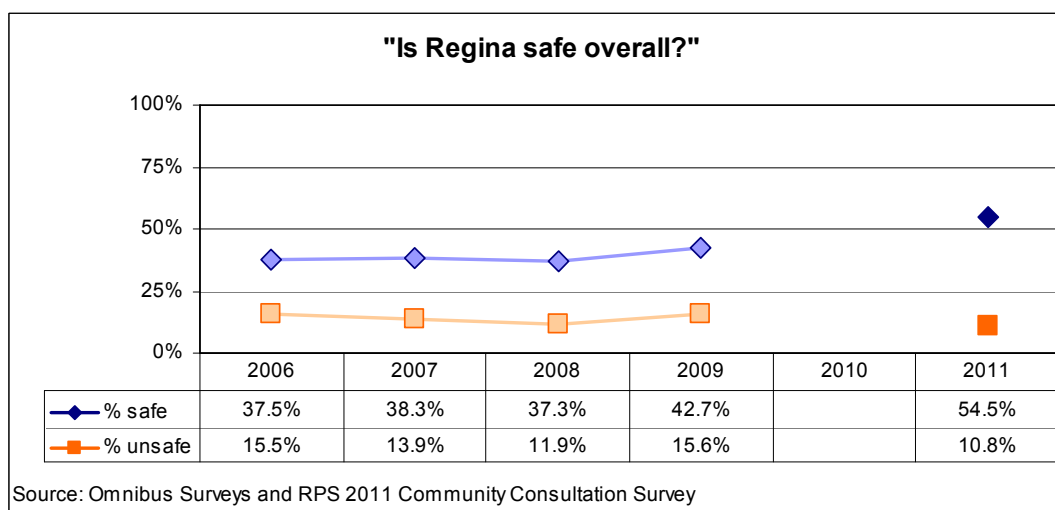
- response times

The Regina Police Service is meeting its response objectives for priority 1, 2 and 3 calls.

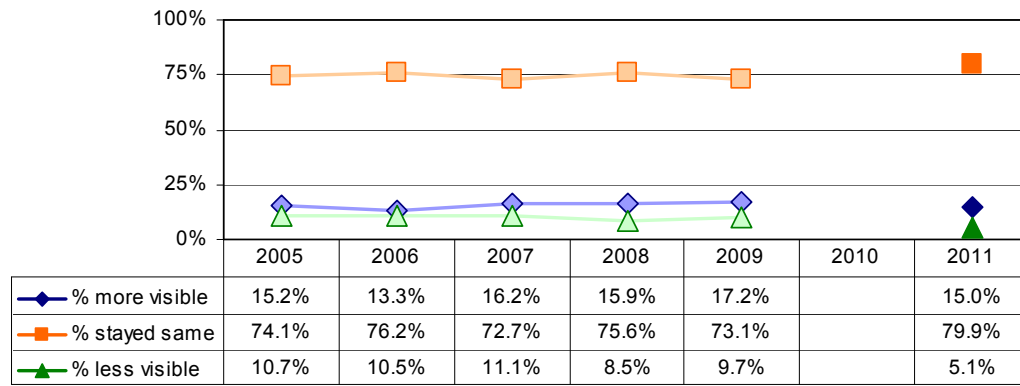


- community feedback

As a public institution, the Regina Police Service values feedback from the community on how it is doing. In 2011, the Regina Police Service undertook a community survey. Results indicate that a high number of citizens feel that Regina is a safe community and that the Regina Police Service has a visible presence.

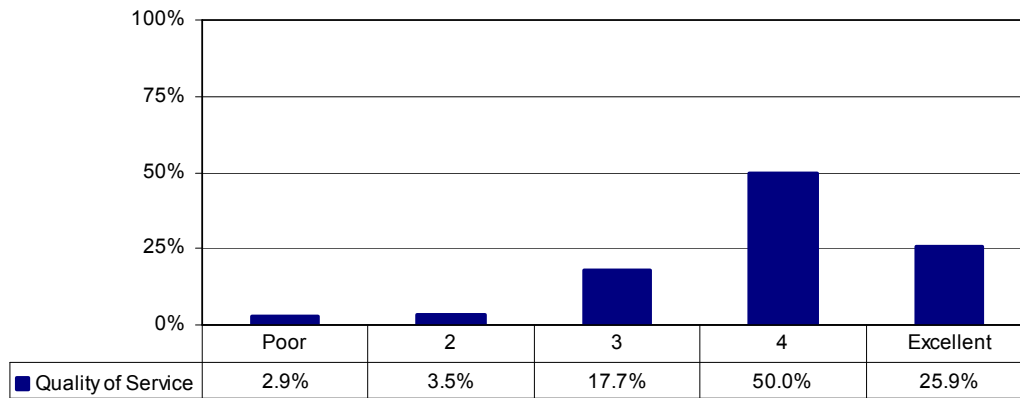


"Are Police More or Less Visible in Your Neighbourhood?"



Source: Omnibus Surveys and RPS 2011 Community Consultation Survey

"Overall Quality of Service?"



Source: RPS 2011 Community Consultation Survey

2013 POLICE OPERATING BUDGET SUMMARY

	2012 BUDGET	2013 BUDGET	DOLLAR CHANGE	PERCENT CHANGE
REVENUE				
Provincial Programs				
SHOCAP	600,000	600,000	-	
CFSEU	515,000	515,000	-	
Enhanced Community Policing	1,900,000	1,900,000	-	
Missing Person Task Force	100,000	100,000	-	
Enhanced Investigative Policing	500,000	500,000	-	
Internet Child Exploitation (ICE)			-	
Provincial ICE Unit	300,000	330,200	30,200	
Provincial ICE Unit Operating Cost Recovery	307,900	269,800	(38,100)	
CFSEU Operating Cost Recovery	67,900	67,900	-	
Fraud Investigator - Social Services	111,400	111,400	-	
Victim Services/Aboriginal Resource	219,800	224,300	4,500	
Victim Services Missing Persons Liaison	-	61,900	61,900	
Eleven & Under Initiative	-	23,700	23,700	
SGI Initiatives	102,500	97,000	(5,500)	
Sask 9-1-1 PSAP	959,900	1,008,600	48,700	
Federal Programs				
Integrated Proceeds of Crime	90,000	90,000	-	
RIIU ACIIS Data Entry Clerk	-	-	-	
Corrections Liaison Officer	96,300	97,400	1,100	
NWEST - National Weapons Enforcement	113,500	113,500	-	
Covert Management Unit	120,000	120,000	-	
Victim Services Responder - RCJC	59,000	59,900	900	
Other Revenues				
Legal Counsel	95,000	98,100	3,100	
School Resource Officer Program	63,300	72,200	8,900	
University Liaison Officer	30,000	30,000	-	
Police College Training Officer	-	100,000	100,000	
Criminal Record Checks	410,000	540,000	130,000	
Special Duty/Public Events	140,000	175,000	35,000	
Grey Cup	-	46,700	46,700	
Communication Technology Unit	398,000	420,100	22,100	
Cost Recovery Revenues	22,000	22,000	-	
Miscellaneous Revenue	34,900	17,200	(17,700)	
	7,356,400	7,811,900	455,500	6.2%
SALARIES				
Permanent Salaries	44,934,500	47,366,700	2,432,200	
Casual Salaries	1,071,100	1,029,200	(41,900)	
Overtime	2,429,900	2,429,900	-	
Other Earnings & Allowances	926,400	926,400	-	
	49,361,900	51,752,200	2,390,300	4.8%
BENEFITS				
Permanent Benefits - 20.6%	10,239,600	10,870,300	630,700	
Casual Benefits - 9.1%	95,400	93,700	(1,700)	
	10,335,000	10,964,000	629,000	6.1%
TOTAL SALARY/BENEFIT COSTS	59,696,900	62,716,200	3,019,300	5.1%
CORPS OF COMMISSIONAIRES	380,000	389,500	9,500	2.5%
OPERATIONAL EXPENSES	5,656,700	6,099,800	443,100	7.8%
GROSS OPERATING BUDGET	65,733,600	69,205,500	3,471,900	5.3%
LESS REVENUE	7,356,400	7,811,900	455,500	6.2%
NET OPERATING BUDGET	58,377,200	61,393,600	3,016,400	5.2%

2013 POLICE OPERATING BUDGET SUMMARY

Note: A salary contingency for 2012 and 2013 has been included.

POLICE OPERATIONAL TOTAL

Division	2012 Budget	2013 Budget	Difference
9110 Headquarters	529,700	503,200	(26,500)
9210 Criminal Investigation	668,400	706,200	37,800
9310 Community Services	1,012,600	1,239,200	226,600
Corps of Commissionaires	380,000	389,500	9,500
9410 Administration	3,446,000	3,651,200	205,200
Police Operational Total	\$6,036,700	\$6,489,300	\$452,600

Headquarters Division - 9110

	2012 Budget	2013 Budget	Difference
P401 Headquarters Administration	226,800	181,500	(45,300)
P402 Board of Police Commissioners	159,000	171,000	12,000
P406 Professional Standards	2,500	2,500	-
P460 Strategic Services	70,000	73,000	3,000
P464 Public Information and Strategic Comm	13,200	13,200	-
P482 Regina Integrated Intelligence Unit (RIIU)	58,200	62,000	3,800
RATIONAL TOTAL	\$529,700	\$503,200	(\$26,500)

Criminal Investigation Division - 9210

		2012 Budget	2013 Budget	Difference
P435	Forensic Identification	88,000	88,000	-
P480	Regina Integrated Drug Unit (RIDU)	41,000	41,000	-
P481	CID Management	122,400	122,400	-
P483	Family Services	52,200	52,900	700
P484	Street Crimes	2,300	2,300	-
P485	CFSEU	67,900	67,900	-
P486	SHOCAP	15,000	15,000	-
P487	Commercial Crime	5,100	3,100	(2,000)
P488	Street Gang Unit	39,000	39,000	-
P489	Investigative Response Unit (IRU)	-	-	-
P490	Major Crimes	4,800	4,800	-
P492	Provincial ICE Unit	230,700	269,800	39,100
9210 OPERATIONAL TOTAL		\$668,400	\$706,200	\$37,800

Community Services Division - 9310

		2012 Budget	2013 Budget	Difference
P410	Aboriginal Resource Program	2,100	2,600	500
P415	Sask 9-1-1 PSAP	28,200	32,400	4,200
P428	Detention	30,100	30,100	-
P433	Communications	504,300	486,700	(17,600)
P439	Central District	23,100	25,400	2,300
P449	North District	1,400	1,400	-
P455	Communication Technology Unit	127,000	134,800	7,800
P456	Central Operations	384,100	579,900	195,800
P459	South District	1,400	1,400	-
P462	Canine	29,400	41,600	12,200
P463	Emergency Services	72,400	72,400	-
P476	Victim Services	11,800	12,500	700
P489	Investigative Response Unit (IRU)	39,300	39,300	-
P497	Operations General Management	138,000	168,200	30,200
OPERATIONAL TOTAL		\$1,392,600	\$1,628,700	\$236,100

Administration Division - 9410

		2012 Budget	2013 Budget	Difference
P421	Information Technology Services	514,900	578,300	63,400
P422	Financial Services	48,300	46,300	(2,000)
P423	Facilities Services	761,400	837,800	76,400
P424	Human Resources	254,500	275,200	20,700
P430	Human Resources Development	340,000	353,600	13,600
P434	Police Information & Evidence Mgmt	30,100	38,100	8,000
P437	Evidence Management	503,600	513,600	10,000
P440	Fleet Services	985,200	1,000,300	15,100
P453	Administration Management	8,000	8,000	-
9410 OPERATIONAL TOTAL		\$3,446,000	\$3,651,200	\$205,200

2013 - 2017 CAPITAL BUDGET

Capital Program Expenditure Summary (000's)

Capital Program	2012	2013	2014	2015	2016
Facilities Development	174.6	477.4	629.6	1,778.3	1,533.0
Communications	70.0	-	2,263.0	-	-
Info Technology Infrastructure	612.6	597.0	702.0	940.5	877.0
Info Management / Projects	184.3	250.0	382.5	425.0	215.0
Emergency Services Equipment	53.0	120.0	164.0	74.5	122.5
Facilities Renewal Project (FRP)	-	2,500.0	13,260.0	695.0	-
Fleet	450.0	661.0	616.0	616.0	666.0
Capital Total	\$ 1,544.5	\$ 4,605.4	\$ 18,017.1	\$ 4,529.3	\$ 3,413.5

Capital Financing	2012	2013	2014	2015	2016
Current Contributions to Capital	1120.4	4,605.4	18,017.1	4,529.3	3,413.5
Police General Reserve	424.1	-	-	-	-
Capital Total	\$ 1,544.5	\$ 4,605.4	\$ 18,017.1	\$ 4,529.3	\$ 3,413.5

NOTES:

1. \$1,000,000 was transferred from Facilities Renewal Project to City of Regina following 2012 budget approval.
2. The current balance of the Police General Reserve is \$2,142,916.

2013 - 2017 CAPITAL BUDGET

2017	Total	%
1,474.9	5,893.2	17.7%
-	2,263.0	6.8%
402.0	3,518.5	10.5%
240.0	1,512.5	4.5%
21.0	502.0	1.5%
-	16,455.0	49.3%
666.0	3,225.0	9.7%
\$ 2,803.9	\$ 33,369.2	100.0%

2017	Total
2,803.9	33,369.2
-	0.0
\$ 2,803.9	\$ 33,369.2

January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: 2013 Local Improvement Program and Amendments to 2012 Local Improvement
Program Pricing for Alley Lighting

RECOMMENDATION OF THE PUBLIC WORKS COMMITTEE – JANUARY 22, 2013

1. That the proposed 2013 Local Improvement Program (LIP) as outlined in Appendix “A” be approved.
2. The following locations be declared as single local improvement, namely a single project in accordance with section 4 of *The Local Improvements Act, 1993*:

Work # 18 Rae Street (25th Avenue to 24th Avenue).

Work # 24 Winnipeg Street (West Side) (15th Avenue to 13th Avenue)

3. That the City Solicitor submit the 2013 Local Improvement Program to the Saskatchewan Municipal Board for approval.
4. That the City Solicitor submit the 2012 Local Improvement Program amendments, as detailed in this report, to the Saskatchewan Municipal Board for approval.
5. That upon receipt of the Saskatchewan Municipal Board approval, the proposed works be advertised in accordance with the requirements of *The Local Improvements Act, 1993*.
6. That upon receipt of the Saskatchewan Municipal Board approval, the revised construction rates for alley lighting in the 2012 Local Improvement Program be revised, in *The Local Improvement Bylaw, 2012* No. 2012-37.

PUBLIC WORKS COMMITTEE – JANUARY 22, 2013

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

Councillors: Sharron Bryce, John Findura, Bob Hawkins and Barbara Young were present during consideration of this report by the Public Works Committee.

The Public Works Committee, at its meeting held on January 22, 2013, considered the following report from the Administration:

RECOMMENDATION

1. That the proposed 2013 Local Improvement Program (LIP) as outlined in Appendix “A” be approved.

2. The following locations be declared as single local improvement, namely a single project in accordance with section 4 of *The Local Improvements Act, 1993*:

Work # 18 Rae Street (25th Avenue to 24th Avenue).

Work # 24 Winnipeg Street (West Side) (15th Avenue to 13th Avenue)

3. That the City Solicitor submit the 2013 Local Improvement Program to the Saskatchewan Municipal Board for approval.
4. That the City Solicitor submit the 2012 Local Improvement Program amendments, as detailed in this report, to the Saskatchewan Municipal Board for approval.
5. That upon receipt of the Saskatchewan Municipal Board approval, the proposed works be advertised in accordance with the requirements of *The Local Improvements Act, 1993*.
6. That upon receipt of the Saskatchewan Municipal Board approval, the revised construction rates for alley lighting in the 2012 Local Improvement Program be revised, in *The Local Improvement Bylaw, 2012* No. 2012-37.

CONCLUSION

The Local Improvement Act, 1993 requires that a program approved by City Council be submitted to the Saskatchewan Municipal Board for approval of the entire program prior to work being advertised.

The proposed 2013 Local Improvement Program consists of nine road renewal work locations total of 2.96 km road. These road renewal locations will require 2.62 km sidewalk, curb and gutter replacement and 0.3 km only sidewalk replacement location.

BACKGROUND

1993 the provincial legislation developed the *Local Improvements Act*, to help provide a method of paying for necessary improvements to municipal infrastructure. Under a Local Improvement Program (LIP) any work or service is paid for by charging part or all of the cost to property owners who benefit from the work or service. City's Administration has adopted a Local Improvement Program ("LIP") since 1993 for the rehabilitation of the City's infrastructure.

Currently LIP addresses locations where full replacement of sidewalk, curb and gutter is required and is applied to all classifications of roadways which include arterials, collectors, bus routes, and residential locals. At present, there is no charge to the property owners for pavement rehabilitation or any other work related to roadway reconstruction, such as renewal or replacement of the underground utilities done in conjunction with this program.

The current road investment strategy is focusing expenditure on the 20 percent of the road network which is subjected to 80 percent of the traffic volume, i.e. Arterial and Collector network. Despite the Residential network making up more than one half of Regina's road network it has been allocated approximately one quarter of the budget over the last four years. At the present practice the residential network improvements is done through the LIP.

Since 2000, 56 roadway locations have been rehabilitated under the LIP. Of these locations, 21 were residential local, while the remainder were higher traffic volume roadways.

As City Street Infrastructure network are aging there is an increasing need for major concrete replacement associated with street infrastructure renewal on all classifications of roadways. Prioritization of these works will continue to be consistent with current practice where is consider condition of the assets based on road condition inspection survey program and extent of the work required.

The Local Improvement Act, 1993 requires that a LIP program approved by City Council be submitted to the Saskatchewan Municipal Board for approval of the entire program prior to work being advertised.

DISCUSSION

2013 LIP Program

The proposed 2013 LIP involves the replacement of sidewalk, curb and gutter. Locations are selected based on the City Operations Division's current practice for construction project selection. Where the following factors taken to consideration, such as road condition data, which is done every 4 years, traffic volume, visual review of locations and maintenance history.

The proposed 2013 LIP includes nine road renewal works (locations) and is attached as Appendix A.

The proposed 2013 LIP is initiated under Section 5(1)(b) of *the Local Improvements Act, 1993*. All procedures outlined in *The Local Improvements Act, 1993*, as well as Finance and Administration Committee approval of report "Areas of Revised Assessment Local Improvements" on September 18, 1990 (File # 0235 LOP) for reduced assessment in older areas of the City, shall apply to the 2013 program. As part of this program, property owners benefiting from the improvement may petition against the local improvement work and, if successful, the location would be removed from the LIP program.

It is recommended that City Council approve Work # 18 Rae Street (25th Avenue to 24th Avenue) and Work # 24 Winnipeg Street (West Side) (15th Avenue to 13th Avenue) in the proposed 2013 LIP as single projects as per Section 4 of *The Local Improvements Act, 1993*. Under this section City Council may declare by resolution, that certain works are continuous or interlocking and are therefore a single project. Construction is more efficient and cost effective when longer sections are constructed at the same time.

Uniform rates for 2013 were approved by City Council on December 17, 2012 with the passing of Bylaw 2012-25. The proposed LIP cost sharing has been prepared on the basis of the approved 2013 Uniform Rates. The term for repayment of the Local Improvement charge is set as 10 years.

2012 LIP Program Amendments regarding Alley Lighting

The construction rate for the 2012 Alley Lighting LIP, was set out in *The Local Improvement Bylaw, 2012* No. 2012-37, under Work # 15 - Alley North of Angus Crescent at a rate of \$74.51

per metre for new alley lighting in accordance with *The 2012 Local Improvement Uniform Rates Bylaw*, No. 2012-7 for New Alley Lighting.

At the time of preparing *The 2012 Local Improvement Uniform Rates Bylaw*, No. 2012-7 and *The Local Improvement Bylaw, 2012*, No. 2012-37, the City budgeted for the installation of poles at this location in order to install the new alley lighting. Subsequent to the passage of these bylaws and fortunately for the City, in September of 2012, SaskPower advised the City that the alley lighting installation would be able to use SaskPower's existing infrastructure in this location. The access to the existing poles significantly reduced the actual construction costs of installing new alley lighting to a rate of \$47.56 per metre; a decrease in cost of \$26.95 per metre.

The City wishes to pass this savings onto benefiting property owners. The Administration recommends that the construction rate in *The Local Improvement Bylaw, 2012* No. 2012-37 regarding new alley lighting be revised to \$47.56 to reflect the construction cost savings at this location.

RECOMMENDATION IMPLICATIONS

Financial Implications

The amount of work that will be done in 2013 is governed by the approval of the Saskatchewan Municipal Board and whether the benefiting property owners petition against the proposed works.

Funding for the 2013 LIP is available in the 2013 Capital Budget of \$18,143,000.00. The proposed LIP consists of nine works (locations). The total LIP projects cost is \$2,042,800.00 and from that owner's share is \$699,573.60.

Environmental Implications

There is a positive environmental impact caused by the replacement of deteriorated infrastructure. The condition of the infrastructure and the overall appearance of the streets are generally returned to new condition. It has been observed in previous years that these improvements encourage many residents to improve their own properties.

Strategic Implications

None with respect to this report.

Other Implications

None with respect to this report.

Accessibility Implications

On all locations where the sidewalk, curb and gutter are being replaced, pedestrian ramps will be installed at all corners.

COMMUNICATIONS

An information package for property owners is being prepared for the 2013 LIP. This information will include project details and the special assessment cost for each property. The

approved Local Improvement will be advertised on the City Page in the Leader Post in compliance with *The Local Improvements Act, 1993*, after the City Solicitor receives approval from the Saskatchewan Municipal Board.

DELEGATED AUTHORITY

The disposition of this report requires City Council approval.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Elaine Gohlke

Elaine Gohlke, Secretary

2013 - WALK, CURB AND GUTTER REPLACEMENT - FULL ASSESSEMENT

BYLAW #	WORK #	STREET	SIDE	FROM	TO	LAST YEAR CONST	WALK WIDTH (m)	WALK LENGTH (m)	TOTAL PROJECT COST	CONCRETE COST	ASPHALT COST	ACTUAL ASSESSMENT LENGTH (m)	RATE (\$/m)	OWNER'S SHARE	CITY SHARE
	16	Broad Street	East	14th Avenue	13th Avenue	1967	1.8	175	\$136,400.00	\$71,400.00	\$65,000.00	152.33	\$386.52	\$58,878.59	\$77,521.41
	17	Broad Street	East	15th Avenue	14th Avenue	1967	1.8	175	\$136,400.00	\$71,400.00	\$65,000.00	120.27	\$386.52	\$46,486.76	\$89,913.24
	18	Rae Street	Both	25th Avenue	24th Avenue	1955	1.2	430	\$216,000.00	\$154,000.00	\$62,000.00	96.09	\$386.52	\$37,140.71	\$178,859.29
	19	Rae Street	Both	Thornton Avenue	Lakeview Avenue	1955	1.2	230	\$120,000.00	\$80,000.00	\$40,000.00	53.21	\$386.52	\$20,566.73	\$99,433.27
	20	Allen Avenue	Both	Kings Road	Argyle Road	1954	1.2	430	\$240,000.00	\$170,000.00	\$70,000.00	411.52	\$386.52	\$159,060.71	\$80,939.29
	21	Newton Crescent	Both	Hudson Drive	Hudson Drive	1966	1.2	810	\$820,000.00	\$320,000.00	\$500,000.00	754.32	\$386.52	\$291,559.77	\$528,440.23
	22	11th Avenue	South	Osler Street	Alley East of Halifax Street	1954	1.8	50	\$52,000.00	\$32,000.00	\$20,000.00	11.43	\$386.52	\$4,417.92	\$47,582.08
Total								2,300	\$1,720,800.00	\$898,800.00	\$822,000.00	1,599.17		\$618,111.19	\$1,102,688.81

2013 - WALK, CURB AND GUTTER REPLACEMENT - REDUCED ASSESSEMENT

BYLAW #	WORK #	STREET	SIDE	FROM	TO	TOTAL PROJECT COST	ACTUAL ASSESSMENT LENGTH (m)	RATE (\$/m)	OWNER'S SHARE	CITY SHARE
	23	Queen Street	Both	2nd Avenue	1st Avenue	\$220,000.00	304.78	\$193.26	\$58,901.78	\$161,098.22
Total							320		\$58,901.78	\$161,098.22

2013 - SIDEWALK ONLY REPLACEMENT - REDUCED ASSESSEMENT

BYLAW #	WORK #	STREET	SIDE	FROM	TO	TOTAL PROJECT COST	ACTUAL ASSESSMENT LENGTH (m)	RATE (\$/m)	OWNER'S SHARE	CITY SHARE
	24	Winnipeg Street	West	15th Avenue	13th Avenue	\$102,000.00	237.48	\$95.00	\$22,560.60	\$79,439.40
Total							340		\$22,560.60	\$79,439.40

SUMMARY

	TOTAL COST	OWNER'S SHARE	CITY SHARE
WALK, CURB AND GUTTER REPLACEMENT - FULL ASSESSMENT	\$1,720,800.00	\$618,111.19	\$1,102,688.81
WALK, CURB AND GUTTER REPLACEMENT - REDUCED ASSESSMENT	\$220,000.00	\$58,901.78	\$161,098.22
WALK ONLY REPLACEMENT - REDUCED ASSESSMENT	\$102,000.00	\$22,560.60	\$79,439.40
TOTAL	\$2,042,800.00	\$699,573.57	\$1,343,226.43

2013 UNIFORM ASSESSMENT RATES FOR THIS PROGRAM ARE:

WORK TYPE	LUMP SUM RATE PER LIN. METRE	ANNUAL RATE PER LIN. METRE
MONOLITHIC WALK, CURB AND GUTTER - FULL ASSESSMENT	\$386.52	\$53.94
MONOLITHIC WALK, CURB AND GUTTER - REDUCED ASSESSMENT	\$193.26	\$26.97
SIDEWALK ONLY - REDUCED ASSESSMENT	\$95.00	\$13.26

NOTES:

THE INTEREST RATE FOR 2013 IS 6.57% AND THE REPAYMENT TERM IS (10) YEARS.

Uniform assessment rates passed by City Council December 17, 2012, CR12-187, Bylaw # 2012-25

Certified Lifetime of Concrete Walk, Curb and Gutter is 20 Years

Deputy City Manager City Operations Divisions W. Dorian Wandzura



January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: Removal of Holding Overlay Zone (12-Z-30) – 3615 E Quance Gate – Spruce Meadows

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
- JANUARY 16, 2013**

That the application to amend the *Regina Zoning Bylaw, No. 9250* by removing the (H) - Holding Overlay Zone from Parcel N, Plan No. 101899974, Spruce Meadows Subdivision be APPROVED.

REGINA PLANNING COMMISSION - JANUARY 16, 2013

The Commission adopted a resolution to concur in the recommendation contained in the report. Recommendation #2 does not require City Council approval.

Councillors: Jerry Flegel, Shawn Fraser and Mike O'Donnell; Commissioners: Phil Evans, Ron Okumura, Phil Selenski, Laureen Snook and Sherry Wolf were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on January 16, 2013, considered the following report from the Administration:

RECOMMENDATION

1. That the application to amend the *Regina Zoning Bylaw, No. 9250* by removing the (H) - Holding Overlay Zone from Parcel N, Plan No. 101899974, Spruce Meadows Subdivision be APPROVED;
2. That this report be forwarded to the January 28, 2013 City Council meeting for approval as public advertising is not required pursuant to section 71 of *The Planning and Development Act, 2007*.

CONCLUSION

The applicant proposes to remove the (H) - Holding Overlay Zone to accommodate a car dealership. The removal of the overlay zone is required for development to proceed. The site is subdivided and serviced, thus development can proceed immediately.

BACKGROUND

A Zoning Bylaw amendment application has been submitted to remove the (H) - Holding Overlay Zone on Parcel N in the Spruce Meadows Subdivision. The (H) - Holding designation

was established after the concept plan was approved and later subdivided. The concept plan for the area was approved in April 1995 and concurrent with the approved zoning amendment to MAC –Major Arterial Commercial for the site. The Holding Overlay Zone was intended to reserve the lands for future commercial development after the site was serviced and development ready to proceed.

Pursuant to *The Regina Zoning Bylaw No. 9250*, the purpose of the Holding Overlay Zone is to retain lands or buildings for specific future uses usually applied after the adoption or approval of a concept plan, planning study, or subdivision plan. The (H) - Holding Overlay Zone designation identifies the intended land use for the site prior to the site actually being serviced for development. The removal of the Holding Overlay zone allows for the development of the subject lands to proceed in accordance with the approved zoning for the site. The overlay zone was commonly used as a subdivision and development phasing tool, but has become less commonly used as other methods of phasing are employed.

This application is being considered pursuant to *The Regina Zoning Bylaw No. 9250* and *The Planning and Development Act, 2007*.

DISCUSSION

Zoning and Land Use Details

The applicant has requested that the Holding Overlay Zone be removed from Parcel N in the Spruce Meadows Subdivision. The purpose in removing the (H) - Holding Overlay is to allow for the development of a Volkswagen/Audi car dealership on the remaining Parcel N. Automobile Sales and Service is a permitted use in the MAC Zone.

Land Description	Description of Development	Proposed Zone
Parcel N	Subdivided into Parcel N and N1	MAC- Major Arterial Commercial

Surrounding Land Uses:			
North: Commercial development	South: Vacant land zoned for commercial development	East: Regina Memorial Gardens Cemetery	West: Various large-scale commercial

RECOMMENDATION IMPLICATIONS

Financial Implications

Upon removal of the (H)-Holding Overlay Zone, development on the site can proceed. 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 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.

Environmental Implications

None with respect to this report.

Strategic Implications

The proposal is consistent with City policy frameworks pertaining to growth management and community development strategies.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

The applicant will be notified of Council's decision. The proposal to remove the (H) - Holding Overlay zone is not subject to the public notification requirements of *The Planning and Development Act, 2007*. Extensive public notification occurred in consideration of the initial proposal to rezone the subject property.

DELEGATED AUTHORITY

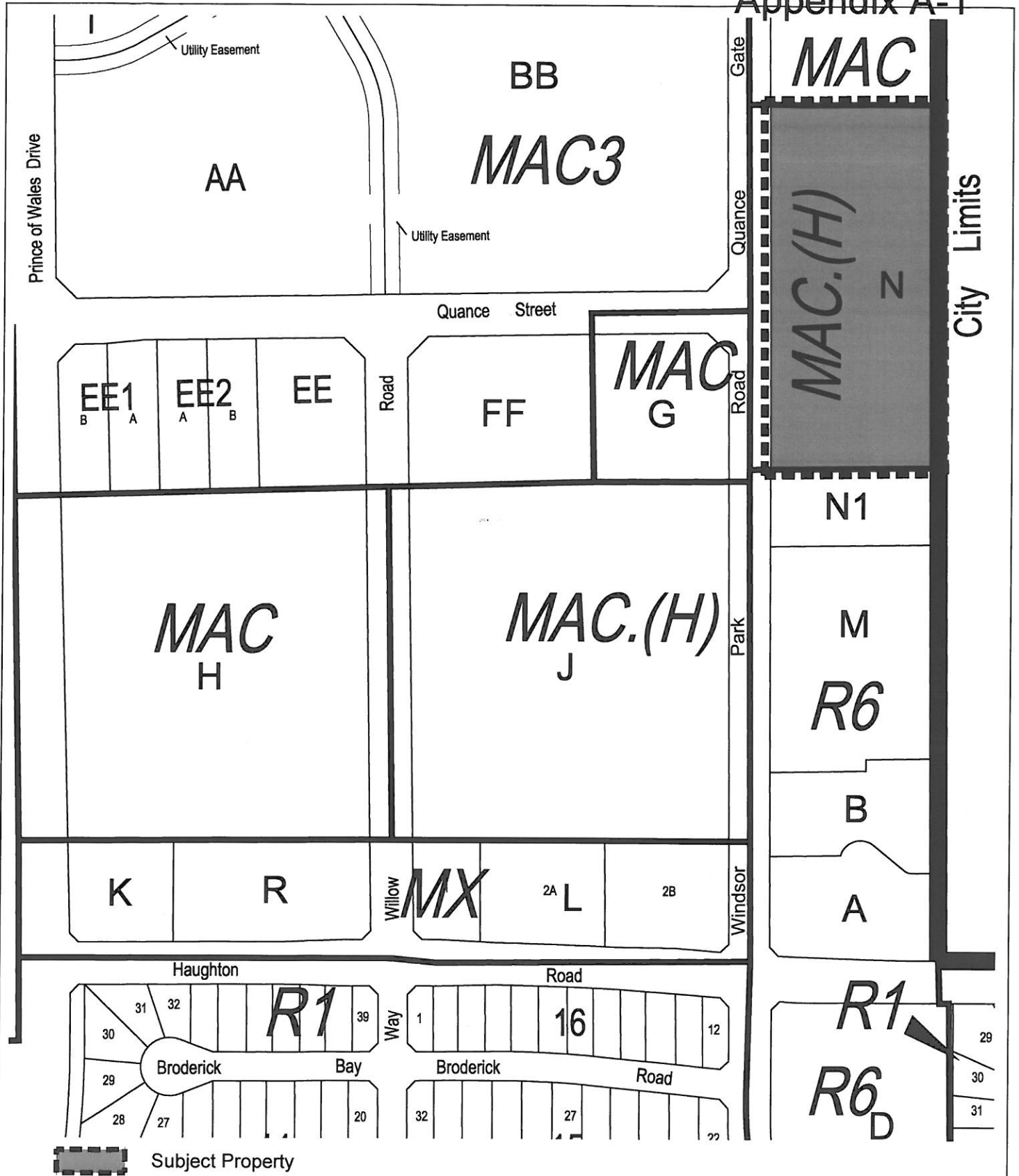
City Council's approval to remove the (H) – Holding Overlay is required pursuant to Section 71 of *The Planning and Development Act, 2007*.

Respectfully submitted,

REGINA PLANNING COMMISSION



Elaine Gohlke, Secretary



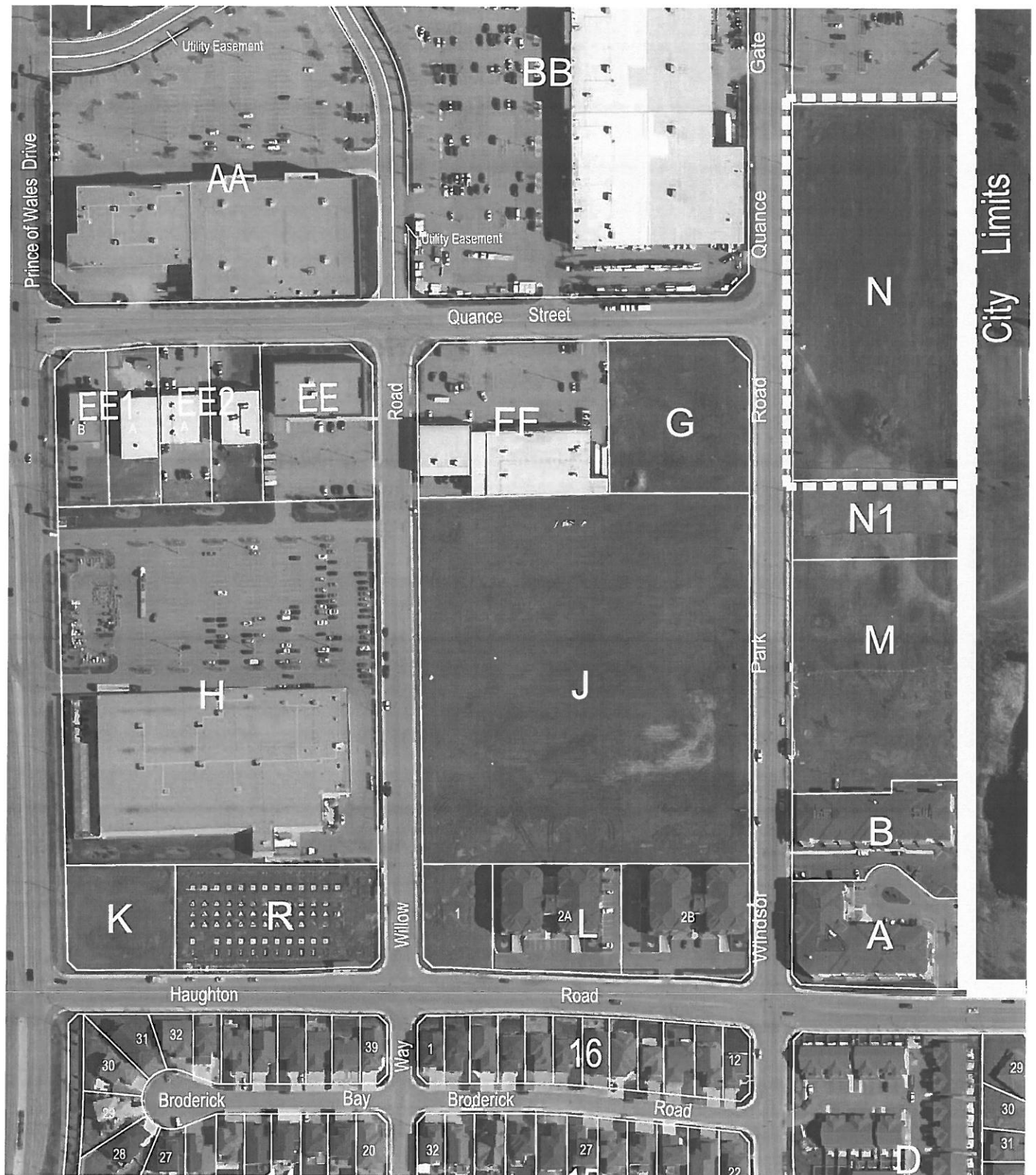
City of Regina

Planning Department

Project 12-Z-30

Civic Address/Subdivision 3615 E Quance Gate

Appendix A-2



Subject Property

Date of Photography : 2009



Planning Department



Project 12-Z-30

Civic Address/Subdivision 3615 E Quance Gate

January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: Discontinuation of Commercial Solid Waste Collection

RECOMMENDATION OF THE PUBLIC WORKS COMMITTEE – JANUARY 22, 2013

1. That the City of Regina's commercial solid waste collection service be phased out in 2013; and
2. That the City Solicitor be instructed to amend Bylaw 2012-63 being *The Waste Management Bylaw, 2012* to repeal Sections 38, 39 and Schedule B.

PUBLIC WORKS COMMITTEE – JANUARY 22, 2013

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

Councillors: Sharron Bryce, John Findura, Bob Hawkins and Barbara Young were present during consideration of this report by the Public Works Committee.

The Public Works Committee, at its meeting held on January 22, 2013, considered the following report from the Administration:

RECOMMENDATION

1. That the City of Regina's commercial solid waste collection service be phased out in 2013; and
2. That the City Solicitor be instructed to amend Bylaw 2012-63 being *The Waste Management Bylaw, 2012* to repeal Sections 38, 39 and Schedule B.

CONCLUSION

The implementation of Waste Plan Regina began in 2012 with the conversion of 25,000 shared rear alley bins to individual, roll-out carts. This conversion will be followed by the delivery of 60,000+ roll-out recycling carts in May and June 2013 by Loraas Disposal, the third party service provider for recyclables collection. The current fleet of collection trucks is being converted to handle the garbage roll-out carts being deployed. Maintaining a fleet of collection trucks for the City's small share of commercial solid waste collection is not consistent with the implementation of Waste Plan Regina and will not be financially viable. The Administration is recommending that commercial solid waste collection be phased out in 2013.

Commercial solid waste collection customers will be able to receive comparable service from solid waste collection providers in the private sector.

BACKGROUND

The City provides solid waste collection service to over 60,000 residential customers. As well, the City also provides this service to a small number of commercial customers. Commercial customers pay a fee for this service, as set out in the *The Waste Management Bylaw*.

Consistent with the Solid Waste Management Plan, adopted by City Council in 1999, the City currently provides commercial solid waste collection to housing complexes, not eligible for residential waste collection, as well as to some other organizations. This service is provided on a cost recovery basis. Currently, the commercial collection unit has 151 customers, 52 of which are City facilities.

Commercial waste collection includes both manual and automated collection. In the manual collection operation, bagged garbage is picked up and loaded by hand onto rear-loader collection trucks. Automated collection uses automated, side-loading (ASL) trucks and dumpster-style waste containers. Collection frequency is once per week for most commercial customers, however here are a few manual collection customers receiving service up to four times per week.

DISCUSSION

Waste Plan Regina, the City's new plan for waste management, was adopted by City Council in 2010. Implementation began with the conversion of shared, rear-alley bins to individual, roll-out carts. In 2012, 23,500 roll-out carts were put into service. By the spring of 2013, the remaining 1,500 roll-out carts will be in service. This conversion to individual roll-out carts will be followed by the delivery of 60,000+ roll-out recycling carts in May and June 2013.

Roll-out carts require a cart collection truck which is different than ASL trucks which are used to service the shared, rear-alley bins as well as in the commercial collection operation. To facilitate the conversion from shared bins to individual roll-out carts, three ASL trucks have been converted to cart trucks. The remaining six ASL trucks will be retired, due to their age and condition, leaving no trucks available to use for commercial solid waste collection. To continue with commercial collection, the City would need to purchase two new ASL trucks at cost of approximately \$600,000 plus annual operating costs of \$122,800. As well, the 274 commercial bins have exceeded their life expectancy. If the commercial collection were to continue, the replacement cost of these bins would total \$274,000.

The capital and operating costs of continuing to provide commercial collection would result in a substantial increase to the fee currently being charged to commercial customers. The fee would become non-competitive with the private sector, even at cost recovery. Given this, the Administration is recommending that the City discontinue commercial solid waste collection.

Some of the manual, commercial customers will be converted to roll-out carts, particularly smaller condominium units and they will continue to receive solid waste collection from the City. The commercial businesses that have been using the City's automated and manual, commercial collection would be required to arrange to receive this service from the private sector.

There are several solid waste collection providers in the city. These businesses have the capacity to service the City's existing commercial collection customers. All commercial collection

customers have a written contract with the City. This contract allows for the termination of the service with 14 days written notice. The Administration recommends that the City notifies its commercial customers, by giving 60 to 90 days notice advising them that commercial collection operations will be phased out in 2013.

RECOMMENDATION IMPLICATIONS

Financial Implications

Commercial waste collection is provided on a cost recovery basis. Discontinuing this service is expected to have minimal financial impact. In 2011, the City generated \$15,485 on \$303,793 of revenue collected. Conversely, continuing to provide the commercial collection service will result in a significant increase in capital costs and annual operating costs, unless current fees are increased substantially, most likely to a point where the service cost will not be competitive with the private sector.

Environmental Implications

None with respect to this report.

Strategic Implications

The Strategic outcome of the recommendation will contribute to financial sustainability.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Immediately after Council approval, customers will receive 60 to 90 days written notice as well as a list of businesses that provide solid waste collection service.

DELEGATED AUTHORITY

Discontinuation of a service and bylaw amendments require City Council approval.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Elaine Gohlke

Elaine Gohlke, Secretary

-A.1-
APPENDIX A

Contact list

Billing Names	Addresses
City of Regina	1654 11TH AVE.
Can Mental Health Association	2702 12TH AVE.
Sask School Trustees	2222 13TH AVE
City of Regina	2585 13TH AVE.
Cathedral	2900 13TH AVE.
Rambler Park	5215 13TH AVENUE
Maple Leaf Pool	1120 14TH AVE.
COM Th 77	1109 E 14TH AVENUE
Sisters of the Precious Blood	2200 25TH AVE.
Fire Station #3	2640 31ST AVE.
Parks Yard	1430 4th Ave
Western Auto Body	1551 4TH AVE.
Trans Med Rose Dental Bldg	4936 4TH AVE.
622560 Saskatchewan Ltd.	2711 5TH AVENUE NORTH
Eastview Community Centre	615 6TH AVE.
Central Stores	1475 6TH AVE.
Asphalt Plant	1483 6TH AVE.
Richardson House of Fixtures	2101 7TH AVE.
Jerome Rink	3802 E 7TH AVE.
Fire Station # 2	1770 9TH AVENUE NORTH
Public Works Yard	1157 ALBERT ST
Engineering & Works Garage	1157 ALBERT ST
101070236 Saskatchewan Ltd.	1650 ALEXANDRA ST.
Ki-Del Holdings Ltd.	15 ANGUS RD.
Bartlett Realty Ltd.	23 ANGUS ROAD
Bartlett Realty Ltd.	31 ANGUS ROAD
Bartlett Realty Ltd.	47 ANGUS RD.
Hoa Investments Inc.	79 ANGUS ROAD
Darryl Fisher	125 ANGUS ROAD
Nicor Property Management	131 ANGUS ROAD
Quality Construction Ltd.	139 ANGUS RD.
N.W. Leisure Centre	1126 N ARANSON ST.
Fire Station # 5	2700 E ARENS ROAD
Doug Wickenheiser Arena	1127 N ARNASON ST
Albert Scott	1264 ATHOL ST.
Ross and Elizabeth Wood	307 N BROAD ST.
Staples Arena	444 N BROAD ST.
Norad Enterprises Ltd.	451 N BROAD STREET
Uplands Pizza	475 N BROAD ST.
Northland Confectionery	479 N BROAD ST
Value Pizza	2207 BROAD ST.
Kelly Wilson	2305 BROAD ST.
Canadian National Inst for the Blind	2550 BROAD ST
Boardwalk REIT Ltd. Partnership	2601 BROAD St
Sask. Gov't. Employees Union	1440 BROADWAY AVE.
Mahon Arena	150 BROTHERTON AVE.

Niesner Properties Inc.	2105 CORNWALL ST.
Nicor Property Management	2347 CORNWALL ST.
Nicor Property Management	7213 Dalglish Dr.
Nicor Property Management	7300 Dalglish Dr.
Farrell Pumping Station	1737 DEWDNEY AVE.
Glencairn Rec. Centre	2626 E DEWDNEY AVE
Fire Station #4	3855 Dewdney
Optimist Park	5221 DEWDNEY AVE.
Sewage Treatment Plant	DEWDNEY AVE. WEST
C.U.P.E. Sask Regional Office	3731 E EASTGATE DRIVE
Kinsmen Arena	560 ELPHINSTONE ST.
Sportplex	1717 ELPHINSTONE ST.
Neil Balkwill	2404 ELPHINSTONE ST.
Senior Citizens Centre	2404 ELPHINSTONE ST.
Kiwanis Park	2475 ELPHINSTONE STREET
Boulevard Real Estate Equities	24 FROOM CRES.
Cdn Revival Fellowship	70 FROOM CRES.
Cathedral Enterprises Ltd.	3300 GARNET ST.
Mr. Ted James	3320 GARNET ST.
Bartlett Realty Ltd.	3902 GORDON RD.
Faternal Order of Eagles	1600 HALIFAX ST.
Oskana Centre	1650 HALIFAX ST.
Qu'Appelle Apartments	2105 HAMILTON ST.
K & N Enterprises	2433 HARVEY ST
Hill Avenue Drugs Ltd.	3410 HILL AVE.
Joanne Goulet	8045 KESTRAL DR.
Lakeview Par 3	3100 KINGS RD.
Tor Hill	KINGS PARK
Murray	KINGS PARK
Golf Course Mtce Depot	KINGS PARK
Lakewood Animal Hospital	1151 LAKEWOOD COURT
Al Ritchie Arena	2230 LINDSAY ST.
Core Ritchie	2230 LINDSAY ST.
Wickenheiser, Charles J.& F.C.	2243 LORNE ST.
Balfour Arena	70 MASSEY RD.
Massey Pool	70 MASSEY RD.
Regina Hungarian Cultural	1925 MCARA
Hamilton Arena	1010 MCCARTHY BLVD.
Dome Investments	2174 MCINTYRE ST.
Dome Investments	2223 MCINTYRE ST.
Regent Pool	3600 MCKINLEY AVE.
Regent Par 3	3810 MCKINLEY AVE.
Rainbow Youth Centre	977 MCTAVISH ST.
Boulevard Real Estate Equities	2115 Montague St.
Ranch Ehrlo Society	2715 MONTREAL CR.
Saskatchewan Hockey Assoc.	575 PARK ST.
Globe Enterprises Inc.	1825 PARK ST.
101017340 Saskatchewan Ltd.	2816 PARLIAMENT AVE.
Pasqua Rec. Centre	263 PASQUA ST.
Kinsman Park	850 PASQUA STREET
Columbus Park Board	2940 PASQUA ST
Sask Power Corporation	2901 Powerhouse Drive

The Windmill Restaurant Ltd.	133 PROCTER PLACE
John Galon Realty	149 PROCTER PLACE
Lions Park	230 QUEBEC ST
Fellinger J. & Son's Meat	1801 QUEBEC ST.
Solace Care Homes Ltd.	4501 QUEEN ST.
Staseson-Klein Applicators	1815 RAE ST.
Southland Garden Condo.	4505 RAE ST.
Westland Investment Ltd.	4640 RAE ST.
Wickenheiser, Charles J & F.C.	2046 RETALLACK ST.
Westland Investments Ltd.	3838 RETALLACK ST.
Westland Investments Ltd.	3848 RETALLACK ST.
602573 Sask Ltd.	3860 RETALLACK ST.
Labenskas Investments Inc.	3870 RETALLACK ST.
Wascana Property Management Ltd.	3871 RETALLACK ST.
Fire Station #6	303 RINK AVE.
Lee & Rose MacDougall	2221 ROBINSON ST.
James Yannitsos	3858 ROBINSON ST.
627604 Sask Ltd.	3875 ROBINSON ST.
D.J. Kutsogiannis Professional Corp.	3920 ROBINSON ST.
Balbriggan Limited	3930 ROBINSON ST.
Westland Ventures Ltd.	2220/40 ROBINSON ST.
M.W.W. Management Ltd	1821 ROSE ST.
No. 2 Fire Station	1205 ROSS AVE.
Pat's Pets	1303 SCARTH St
Country Square Condo Assoc.	26 SHAW ST.
Holy Trinity Parish	5020 SHERWOOD DRIVE
Westhill Park Baptist Church Inc.	8025 SHERWOOD DRIVE
Westland Ventures Ltd.	30 SPENCE ST.
Westland Ventures Ltd.	34 SPENCE ST.
Niesner Properties Inc. & A.K. Holdings Ltd.	46 SPENCE ST.
South Leisure Centre	170 SUNSET DR.
Optimist Arena	222 SUNSET DR.
Fire Station #7	132 VICTORIA AVE.
J M I Holdings	425 E Victoria Avenue
Victoria Club	1300 VICTORIA AVE.
Sask. Power Corporation	2025 VICTORIA AVE.
Victoria Park	2190 VICTORIA AVE.
City of Regina	2476 VICTORIA AVE.
Victoria Gardens Condo Corp.	2935 VICTORIA AVE.
Tanos Holdings Ltd.	3104 VICTORIA AVE.
Westland Investments Ltd.	62 WESTFIELD DR.
City of Regina	333 N WINNIPEG ST.
Sandra Schmirler Leisure Centre	3130 E. WOODHAMS DR.

BYLAW NO. 2013-4

THE MOSAIC CANADA ULC ECONOMIC DEVELOPMENT
TAX EXEMPTION BYLAW, 2013

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

- 1 The purpose of this Bylaw is to provide a tax exemption for property occupied by Mosaic Canada ULC and located at Tower III at 2010 12th Avenue.

Authority

- 2 The authority for this Bylaw is subsection 262(4) of *The Cities Act*.

Definitions

- 3 In this Bylaw:

“**property**” means the portion of the property owned by City Centre Equities Inc. and occupied by Mosaic Canada ULC for the operation of a head office for potash mining and manufacturing, which property is located in Tower III at 2010 12th Ave., Regina, Saskatchewan, and legally described as Lots 21-25, Block 306, Plan Old 33, Regina, Saskatchewan.

Scope of Exemption

- 4(1) Mosaic Canada ULC shall receive an exemption for five years commencing January 1, 2013 and ending December 31, 2017 and will be calculated as follows:

- (a) for the first year 2013, if the Tenant has reached 54 Full Time Employees by September 1, 2013, the Owner for the exclusive benefit of the Tenant will be granted a 100 percent tax exemption on the property for the year;
- (b) for the year 2014, if the Tenant has maintained the number of Full Time Employees of 54 as of September 1, 2014, then the Owner for the exclusive benefit of the Tenant will be granted a 100 percent tax exemption on the Property for that year;
- (c) for the year 2015, if the Tenant has maintained the number of Full Time Employees of 54 as of September 1, 2015, then the Owner for the exclusive benefit of the Tenant will be granted a 100 percent tax exemption on the Property for that year;
- (d) for the year 2016, if the Tenant has maintained the number of Full Time Employees of 54 as of September 1, 2016, then the Owner for the exclusive

Approved as to form this _____ day of _____, 20____.

City Solicitor

benefit of the Tenant will be granted a 100 percent tax exemption on the Property for that year;

- (e) for the year 2017, if the Tenant has maintained the number of Full Time Employees of 54 as of September 1, 2017, then the Owner for the exclusive benefit of the Tenant will be granted a 100 percent tax exemption on the Property for that year;
 - (2) If the Tenant does not reach or maintain the required number of Full Time Employees set out in subsections 3(1)(a), (b), (c), (d), and (e) the Owner will be given a tax exemption for the benefit of the Tenant for the year equal to the percentage of the number of Full Time Employees out of a total of 54.
 - (3) On or before September 1 of each year of this Agreement, the Tenant shall provide the City Assessor with a copy of the Tenant's payroll statement showing the number of Full Time Employees employed for the period for each year, namely 2013, 2014, 2015, 2016 and 2017.
 - (4) Based on the information provided pursuant to subsection 3(3) and section 6, the City Assessor will conclusively determine and provide notice to the Tenant and the Owner:
 - (a) whether or not the Tenant has reached the required number of Full Time Employees within the time periods specified in this section; and
 - (b) the number of Full Time Employees employed by the Tenant for the purposes of this section.
- 5(1) The tax exemption applies only to the areas assessed to the Owner and exclusively leased to the Tenant and used exclusively for the Business as determined conclusively by the City Assessor.
- (2) The exemption does not include special taxes, local improvement levies, utility charges, development fees and charges, or other such charges or fees properly imposed by the City.
 - (3) The City Assessor will conclusively determine the assessment of the Property subject to any statutory right of appeal against the assessment.
 - (4) The amount of the assessment is subject to change in future years.

Agreement

- 6 The exemption in section 4 shall be governed by the attached agreement between the City of Regina, City Centre Equities Inc. and Mosaic Canada ULC, marked as Schedule A.
- 7 The City Clerk is authorized to sign and seal the Agreement in section 5 on behalf of the City of Regina.

Coming into Force

- 8 This Bylaw comes into force on the date of passage of the Bylaw, or on the date the Agreement is executed, whichever is later.

READ A FIRST TIME THIS 28th DAY OF January 2013.

READ A SECOND TIME THIS 28th DAY OF January 2013.

READ A THIRD TIME AND PASSED THIS 28th DAY OF January 2013.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

ABSTRACT

BYLAW NO. 2013-4

THE MOSAIC CANADA ULC ECONOMIC DEVELOPMENT TAX EXEMPTION BYLAW, 2013

PURPOSE:	To provide a tax exemption for property occupied by Mosaic Canada ULC and located at Tower III, 2010 12 th Avenue.
ABSTRACT:	The Tenant of the property located at Tower III, 2010 12 th Avenue will receive a property tax exemption, which is governed by a tax exemption agreement between the parties.
STATUTORY AUTHORITY:	Subsection 262(4) of <i>The Cities Act</i>
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	N/A
PUBLIC NOTICE:	N/A
REFERENCE:	Executive Committee, December 15, 2010, EX10-29 and City Council, December 20, 2010, CR10-141
AMENDS/REPEALS:	N/A
CLASSIFICATION:	Administrative and Executory
INITIATING DIVISION:	Community Planning and Development
INITIATING DEPARTMENT:	Assessment, Tax & Real Estate

Schedule A

ECONOMIC DEVELOPMENT TAX EXEMPTION AGREEMENT

Agreement dated _____, 201__

Between:

THE CITY OF REGINA
(the "City")

- and -

CITY CENTRE EQUITIES INC.
(the "Owner")

- and -

MOSAIC CANADA ULC
(the "Tenant")

The Parties agree as follows:

Definitions

1 In this Agreement:

"Business" means the head office for potash mining and manufacturing located and being operated on the Property.

"Full Time Employee" means an employee of the Tenant, filling a new position in Regina, as a result of the Business relocating its head office for potash, who works 30 hours or more per week for the Business, and is based at the Property;

"Property" means the portion of the land and improvements owned by the Owner and exclusively leased by the Tenant and used for the operation of the Business, which property is located at Tower III at 2010 12th Ave., Regina Saskatchewan with a Reference Land Description of:

Lots 21-25

Block 306

Plan Old 33

As described on Certificates of Title 91R28119, 74R06657, 91R28119, 91R28119 and 74R06657

City's Covenants

- 2(1) Pursuant to section 262(4) of *The Cities Act*, as it is in the public interest to assist in the establishment of the Business in the City of Regina, the City will provide a tax exemption to the Owner for the benefit of the Tenant on the terms set out in this Agreement.
- (2) The City will use information obtained or provided with respect to the number of employees of the Tenant only for the purposes of this Agreement.

Tax Exemption

- 3(1) The property tax exemption will be for five years, commencing January 1, 2013 and ending December 31, 2017 and will be calculated as follows:
 - (a) for the first year 2013, if the Tenant has reached 54 Full Time Employees by September 1, 2013, the Owner for the exclusive benefit of the Tenant will be granted a 100 percent tax exemption on the property for the year;
 - (b) for the year 2014, if the Tenant has maintained the number of Full Time Employees of 54 as of September 1, 2014, then the Owner for the exclusive benefit of the Tenant will be granted a 100 percent tax exemption on the Property for that year;
 - (c) for the year 2015, if the Tenant has maintained the number of Full Time Employees of 54 as of September 1, 2015, then the Owner for the exclusive benefit of the Tenant will be granted a 100 percent tax exemption on the Property for that year;
 - (d) for the year 2016, if the Tenant has maintained the number of Full Time Employees of 54 as of September 1, 2016, then the Owner for the exclusive benefit of the Tenant will be granted a 100 percent tax exemption on the Property for that year;
 - (e) for the year 2017, if the Tenant has maintained the number of Full Time Employees of 54 as of September 1, 2017, then the Owner for the exclusive benefit of the Tenant will be granted a 100 percent tax exemption on the Property for that year;
- (2) If the Tenant does not reach or maintain the required number of Full Time Employees set out in subsections 3(1)(a), (b), (c), (d), and (e) the Owner will be given a tax exemption for the benefit of the Tenant for the year equal to the percentage of the number of Full Time Employees out of a total of 54.
- (3) On or before September 1 of each year of this Agreement, the Tenant shall provide the City Assessor with a copy of the Tenant's payroll statement showing the number

of Full Time Employees employed for the period for each year, namely 2013, 2014, 2015, 2016 and 2017.

- (4) Based on the information provided pursuant to subsection 3(3) and section 6, the City Assessor will conclusively determine and provide notice to the Tenant and the Owner:
 - (a) whether or not the Tenant has reached the required number of Full Time Employees within the time periods specified in this section; and
 - (b) the number of Full Time Employees employed by the Tenant for the purposes of this section.
- 4(1) The tax exemption applies only to the areas assessed to the Owner and exclusively leased to the Tenant and used exclusively for the Business as determined conclusively by the City Assessor.
- (2) The exemption does not include special taxes, local improvement levies, utility charges, development fees and charges, or other such charges or fees properly imposed by the City.
- (3) The City Assessor will conclusively determine the assessment of the Property subject to any statutory right of appeal against the assessment.
- (4) The amount of the assessment is subject to change in future years.

Owner's Covenants

5 The Owner shall:

- (a) notify the City Assessor in writing if:
 - (i) the portion of the Property used by the Tenant for the Business decreases or increases;
 - (ii) any portion of the Property is sublet to another person; and
 - (iii) the Tenant ceases to use the Property for the Business or ceases to occupy the Property.
- (b) provide to the Tenant all tax exemption benefits as set out in this Agreement.

Tenant's Covenants

6 The Tenant shall:

- (a) notify the City Assessor in writing if:

- (i) the portion of the Property used by the Tenant for the Business decreases or increases;
 - (ii) any portion of the Property is sublet to another person; and
 - (iii) the Tenant ceases to use the Property for the Business or ceases to occupy the Property;
- (b) provide its consent to allow the City Assessor to contact the Workers' Compensation Board or other provincial labour agency to confirm the number of Full Time Employees employed by the Tenant;
- (c) upon request, provide the City Assessor with access to, or copies of, the monthly/weekly payroll register made with respect to the Business, to confirm the number of Full Time Employees working for the Tenant at the Property; and
- (d) during business hours, provide the City Assessor access to inspect the Property to confirm the assessment.

Terms and Conditions

7(1) The tax exemption will continue only for so long as:

- (a) the Tenant and the Owner comply with the terms of this Agreement; and
 - (b) the Business remains in active operation on the Property.
- (2) Where the Tenant or Owner has not complied with a term of the Agreement, the City may terminate the Agreement by written notice to the Owner and Tenant.

8 The exemption will cease if the Tenant:

- (a) becomes bankrupt or insolvent or is so adjudged;
 - (b) makes a general assignment for the benefit of creditors; or
 - (c) ceases to operate entirely.

9 If the City terminates the Agreement pursuant to section 7, or if the exemption ceases pursuant to section 8, the Property will be taxable on a pro-rated basis for that portion of the year during which the exemption granted no longer continues.

Notices

10(1) Any notice required or permitted to be given to a Party pursuant to this Agreement will be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by mail, addressed:

To the City:

City Clerk
2476 Victoria Avenue
P.O. Box 1790
Regina, SK S4P 3C8

To the Owner:

City Centre Equities Inc.
c/o Harvard Property Management Inc.
2000, 1874 Scarth Street
Regina, SK
S4P 4B3
Attention: Steve N. Enns, Vice President & General Manager

To the Tenant:

Mosaic Canada ULC
1700, 2010 - 12th Avenue
Regina, SK
S4P 0M3
Attention: Mr. Steve Seiferling,

or to such alternate address as a Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice will be hand-delivered.

General

- 11 The Agreement is not effective until adopted by bylaw of the Council of the City and fully executed by the Parties to the Agreement.
- 12 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, the City is not to be liable to the Owner or Tenant for any amount of the exemption that would otherwise have been granted to the Owner and Tenant.

- 13(1) The Agreement may be amended by written agreement of each of the Parties.
- (2) The City Assessor has authority to amend the agreement on behalf of the City.
- 14 The City may register this Agreement in the Land Titles Registry, Saskatchewan Land Registration District.
- 15 This Agreement is not assignable without the prior written consent of the City:-
- 16 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties. In addition, execution of this Agreement by any of the parties may be evidenced by way of a faxed transmission of such party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such party of this Agreement.

In witness whereof, the Parties have executed the Agreement on the date first written above.

THE CITY OF REGINA

(seal)

City Clerk

CITY CENTRE EQUITIES INC.

(seal)

MOSAIC CANADA ULC

(seal)

* If the corporate seal of the corporation is not affixed, then each Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.

Sworn/Affirmed before me at _____, _____
on _____, 20____
Month Date

A Commissioner for Oaths in and for the Province of
Saskatchewan.
Being a lawyer —or—
My commission expires:

Signature of Signing Authority

BYLAW NO. 2013-5

THE REGINA ZONING AMENDMENT BYLAW, 2013 (No. 3)

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. 3287) is amended as it pertains to the property shown on attached Appendix "A" and legally described and being rezoned as followed:

**Land Description: Surface Parcel #163641371
Parcel N, Plan No. 101899974, Extension 1**

Civic Address: 3615 E. Quance Gate

Current Zoning: H – Holding Overlay Zone

Proposed Zoning: MAC – Major Arterial Commercial
- 3 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 28^h DAY OF JANUARY 2013

READ A SECOND TIME THIS 28th DAY OF JANUARY 2013

READ A THIRD TIME AND PASSED THIS 28th DAY OF JANUARY 2013

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

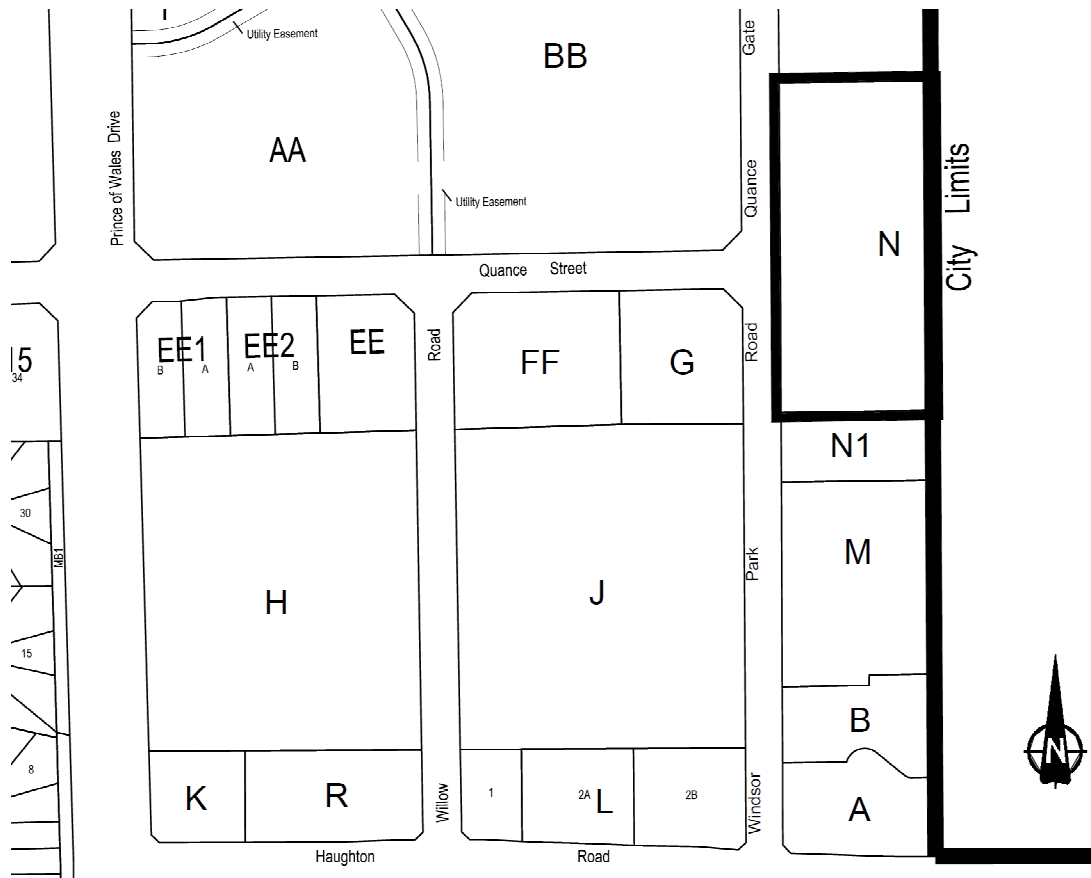
City Clerk

Approved as to form this _____ day of _____
2013.

City Solicitor

Appendix "A"

Project: 12-Z-30



ABSTRACT

BYLAW NO. 2013-5

THE REGINA ZONING AMENDMENT BYLAW, 2013 (No.3)

PURPOSE:	To amend <i>Regina Zoning Bylaw No. 9250</i> .
ABSTRACT:	The proposed zoning bylaw amendment will remove the subject property from the Holding Overlay Zone
STATUTORY AUTHORITY:	Section 69 of <i>The Planning and Development Act, 2007</i>
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	N/A
PUBLIC NOTICE:	N/A
REFERENCE:	Regina Planning Commission Meeting January 16, 2013 RPC13-2
AMENDS/REPEALS:	Amends <i>Regina Zoning Bylaw No. 9250</i> .
CLASSIFICATION:	Regulatory
ORIGINATING DEPARTMENT:	Planning Department Community Planning and Development

BYLAW NO. 2013-6

THE WASTE MANAGEMENT AMENDMENT BYLAW, 2013

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

- 1 Bylaw No. 2012-63, being *The Waste Management Bylaw, 2012* is amended in the manner set forth in this Bylaw.
- 2 Sections 38 and 39 are repealed.
- 3 Schedule "B" is repealed.
- 4 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 28th DAY OF January 2013.

READ A SECOND TIME THIS 28th DAY OF January 2013.

READ A THIRD TIME AND PASSED THIS 28th DAY OF January 2013.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Approved as to form this _____ day of _____, 20____.

City Solicitor

ABSTRACT

BYLAW NO. 2013-6

THE WASTE MANAGEMENT AMENDMENT BYLAW, 2013

PURPOSE:	To amend Bylaw No. 2012-63, <i>The Waste Management Bylaw, 2012</i> .
ABSTRACT:	The Bylaw repeals Sections 38, 39 and Schedule B.
STATUTORY AUTHORITY:	Section 8 of <i>The Cities Act</i> .
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	N/A
PUBLIC NOTICE:	N/A
REFERENCE:	Public Works Committee, January 22, 2013, PW13-3
AMENDS/REPEALS:	Amends Bylaw No. 2012-63
CLASSIFICATION:	Administrative
INITIATING DIVISION:	City Operations
INITIATING DEPARTMENT:	Open Space & Environmental Services


January 28, 2013

To: His Worship the Mayor
and Members of City Council

Re: Recommended Disposition for Communications

Pursuant to the provisions of Section 10(5) of City Council's Procedure Bylaw, listed below is my recommendation for disposition of the communications on this evening's agenda.

Respectfully submitted,



Amber Smale
Acting City Clerk

ITEM NO.	AUTHOR AND SUBJECT	RECOMMENDED ACTION
CP13-1	Regina Multicultural Council	Mr. Ken Lozinsky be appointed as the Regina Multicultural Council's representative on the Municipal Heritage Advisory Committee for a term expiring December 31, 2015 or until a successor is appointed.



Regina Multicultural Council

2054 Broad St. Regina, Saskatchewan S4P 1Y3
Phone 757-5990 Fax 352-1977

December 20, 2012

Office of the City Clerk
City of Regina
2476 Victoria Avenue
PO Box 1790
Regina SK S4P 3C8

**Re: Regina Multicultural Council Delegate on the City of Regina Municipal Heritage
Advisory Committee**

Office of the City Clerk,

This letter is to serve as the Regina Multicultural Council's request to have Mr. Ken Lozinsky remain as our delegate on the City of Regina Municipal Heritage Advisory Committee.

Mr. Lozinsky has been made aware of this decision.

If you require any additional information please do not hesitate to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Annette Summerfield".

Annette Summerfield
Executive Director