



CITY COUNCIL

**Monday, February 25, 2019
5:30 PM**

Henry Baker Hall, Main Floor, City Hall



OFFICE OF THE CITY CLERK

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**Agenda
City Council
Monday, February 25, 2019**

CONFIRMATION OF AGENDA

MINUTES APPROVAL

Minutes of the meeting held on January 28, 2019.

COMMITTEE REPORTS

EXECUTIVE COMMITTEE

CR19-13 Out-of-Scope General Wage Increase 2019

Recommendation

**RECOMMENDATION OF THE EXECUTIVE COMMITTEE –
FEBRUARY 13, 2019**

That Out-of-Scope employees receive a 1.00% General Wage Increase for 2019 retroactive to January 1, 2019.

CR19-14 2019 Appointments to Boards and Nominations to Regina Airport Authority

Recommendation

**RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- FEBRUARY 13, 2019**

1. That Dave Towers be appointed to the Board of Revision for a term of office March 1, 2019 to December 31, 2019.
2. That Tim Gross representing Saskatchewan Housing Corporation be appointed to the Mayor's Housing Commission for a term of office March 1, 2019 to December 31, 2021.



OFFICE OF THE CITY CLERK

3. That the following individuals be nominated to the Regina Airport Authority for a term of office as indicated below:
 - Trent Fraser May 1, 2019 – April 30, 2022;
 - Bernadette McIntyre May 1, 2019 – April 30, 2022; and
4. That the following individual's terms currently appointed to the Regina Airport Authority be extended to April 30, 2020:
 - Jim Kilkenny
 - Tyler Willox
 - Renu Kapoor
5. That the following individual be appointed to the Regina Public Library Board for a term of office as indicated below:
 - Olajumoke Oni March 1, 2019 to December 31, 2020
6. That the members appointed to each board, committee and commission continue to hold office for the term indicated for each vacancy or until their successors are appointed.

FINANCE AND ADMINISTRATION COMMITTEE

CR19-15 Boundary Alteration - 2019 Property Tax Exemptions

Recommendation

RECOMMENDATION OF THE FINANCE AND ADMINISTRATION COMMITTEE - FEBRUARY 12, 2019

1. That the property tax mitigation tools as outlined in Table 1 Part A in this report be approved.
2. That the property tax exemptions described in Option 2 of this report be approved.
3. That the City Solicitor be instructed to prepare the necessary bylaw to provide for the property tax exemptions described in Option 2.



OFFICE OF THE CITY CLERK

CR19-16 Council Support Policy – Website Content Management Governance Policy

Recommendation

RECOMMENDATION OF THE FINANCE AND ADMINISTRATION COMMITTEE - FEBRUARY 12, 2019

1. That the Council Support Policy be amended to include the City Council Website Content Management Governance policy as outlined in Appendix A and the general housekeeping amendments as outlined in the body of the report.
2. That the City Clerk conduct a review of the City Council Website Content Management Governance policy one year from the date of approval and report back with the results to the Finance and Administration Committee.

PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE

CR19-17 Request for Proposal – Engineering Services – Winnipeg Street Overpass Realignment – Issue and Award

Recommendation

RECOMMENDATION OF THE PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE – FEBRUARY 7, 2019

1. That City Council authorize Executive Director of Citizen Services or delegate to issue a Request for Proposal and then to negotiate, award and enter into a contract with the highest ranked proponent from the public procurement process for engineering services for the Winnipeg Street Overpass Realignment Project.
2. That City Council authorize the City Clerk to execute a contract with the highest ranked proponent for engineering services upon review and approval from the City Solicitor.



OFFICE OF THE CITY CLERK

INFORMATIONAL REPORT

IR19-1 Executive Committee: 2018 Semi-Annual Review of Closed Executive Committee Items

Recommendation**RECOMMENDATION OF THE EXECUTIVE COMMITTEE –
FEBRUARY 13, 2019**

That this report be received and filed.

MOTIONS

MN19-1 Councillor Andrew Stevens: Airport Transit

Recommendation

That Administration prepare a report for Community and Protective Services for Q2 of 2019 that:

1. Identifies the costs, benefits, and ridership statistics related to a dedicated airport route;
2. Identifies the costs, benefits, and ridership statistics related to an airport stop using an existing route(s);
3. In consultation with the Regina Airport Authority, identifies the challenges and potential solutions to servicing the needs of travellers and employees who work at or around the Regina International Airport and airport lands; and
4. Identifies potential third party capital and operational funding support for an airport transit service.

MN19-2 Councillor Andrew Stevens: Parking Investments

Recommendation

1. That Administration report back to the Community and Protective Services Committee in Q2 of 2019 with a strategy and financial implications of committing a portion of parking meter revenue to the Downtown and other areas where metered fares are collected; and



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2. That Administration consider the Downtown Deferred Revenue Account (DDRA) as a potential destination for parking revenue.

NOTICE OF MOTION

- MN19-3 Councillor Bob Hawkins and Councillor Andrew Stevens: Request of Province for Public Inquiry – Wascana/Brandt Building
- MN19-4 Councillor Barbara Young and Councillor Mike O'Donnell: Provincial Capital Commission Transparency

BYLAWS

- 2019-4 THE 2019 HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2019
- 2019-9 THE VEHICLES FOR HIRE BYLAW

ADJOURNMENT

AT REGINA, SASKATCHEWAN, MONDAY, JANUARY 28, 2019
AND WEDNESDAY, JANUARY 30, 2019

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 Lori Bresciani
Councillor Sharron Bryce
Councillor John Findura
Councillor Jerry Flegel (Teleconference)
Councillor Bob Hawkins
Councillor Jason Mancinelli
Councillor Joel Murray (Teleconference)
Councillor Mike O'Donnell
Councillor Andrew Stevens
Councillor Barbara Young

Also in Attendance: City Clerk, Jim Nicol
Deputy City Clerk, Amber Ackerman
City Manager, Chris Holden
City Solicitor, Byron Werry
Executive Director, Financial Strategy & Sustainability, Barry Lacey
Executive Director, Citizen Services, Kim Onrait
Executive Director, City Planning & Community Development, Diana Hawryluk
Chief Layne Jackson
Director, Facilities Management Services, Jill Hargrove
Director, Parks, Recreation & Cultural Services
Director, Roadways & Transportation, Norman Kyle
A/Director, Communications, Louise Folk
Legal Counsel, Chrystal Atchison
Manager, Licensing & Business Support, Dawn Schikowski
A/Manager, Current Planning, Autumn Dawson
Technologist II, Planning & Development Services, Ryan Kalenchuk

(The meeting commenced in the absence of Councillor Flegel.)

Councillor Bob Hawkins moved, seconded by Councillor Sharron Bryce, AND IT WAS RESOLVED, that the meeting recess no later 11:00 p.m.

Councillor Sharron Bryce moved, seconded by Councillor Lori Bresciani, AND IT WAS RESOLVED, that Council consider items CR19-1, CR19-2, CR19-3 and CR19-4, together with related Delegations, Communication and Bylaws, at today's meeting and that the meeting reconvene on Wednesday, January 30, 2019 at 5:30 p.m., in Henry Baker Hall, to consider any items on the Council agenda which have not been dealt with when the meeting recesses today.

CONFIRMATION OF AGENDA

Councillor Lori Bresciani moved, seconded by Councillor Barbara Young, AND IT WAS RESOLVED, that the agenda for this meeting be approved, as submitted, and they be heard in the order they are call forward by Mayor Fougere.

MINUTES APPROVAL

Councillor Sharron Bryce moved, seconded by Councillor Lori Bresciani, AND IT WAS RESOLVED, that the minutes for the meeting held on December 17, 2018 adopted, as circulated.

DELEGATIONS, ADVERTISED AND PUBLIC NOTICE BYLAWS AND RELATED REPORTS

DE19-1 Trevor Williamson, Dream Development - Zoning Bylaw Amendment
Application (18-Z-13) Eastbrook Phase 2

(Councillor Lori Bresciani declared a conflict of interest on items CR\$19-1 and CR19-2, citing a family member with a financial interest in a property, abstained from discussion and voting, and temporarily left the meeting.)

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Jason Carlston, representing Dream Development, addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-1, a report from Regina Planning Commission respecting the same subject.

CR19-1 Regina Planning Commission: Zoning Bylaw Amendment Application (18-Z-13)
Eastbrook Phase 2 (2019-2)

Recommendation

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
– JANUARY 9, 2019**

1. That the application to rezone proposed parcels D1 and D2 within the Towns Concept Plan, which are part of Parcel D, Plan No. 102289945 as shown on the attached plan of proposed subdivision in Appendix A-3, be approved as follows:
 - a. Proposed Parcel D1 from R5 - Residential Medium Density Zone and DSC - Designated Shopping Centre to DSC - Designated Shopping Centre Zone.
 - b. Proposed Parcel D2 from R5 - Residential Medium Density Zone and DSC - Designated Shopping Centre Zone to R6 - Residential Multiple Housing Zone.
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective *Regina Zoning Bylaw No. 9250* amendment.

Councillor Barbara Young moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

CR19-2 Regina Planning Commission: Zoning Bylaw Amendment Application (18-Z-12)
Rosewood Park Phase 1, Stage 2 (2019-1)

Recommendation

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
– JANUARY 9, 2019**

1. That the application to rezone lands within the Rosewood Park Concept Plan, specifically Pt. LS 1 and LS 2 in SE-09-18-20-W2M, as shown in Appendix A-3, be approved as follows:
 - a. Proposed Lots 43 to 84 in Block 101, as well as, proposed Blocks 130, 131, and Parcel D, from UH - Urban Holding Zone to R5 - Medium Density Residential Zone.
 - b. Proposed portion of Block 103 east of the lane and portion of Block 104 west of the lane from UH - Urban Holding Zone to R5 - Medium Density Residential Zone.

- c. Proposed portion of Block 103 west of lane and portion of Block 104 east of lane from UH - Urban Holding Zone to R2 - Residential Semi-Detached Zone.
 - d. Proposed Block 102 from UH - Urban Holding Zone to R6 - Residential Multiple Housing.
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective *Regina Zoning Bylaw No. 9250* amendment.

Councillor Barbara Young moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

2019-1 THE REGINA ZONING AMENDMENT BYLAW, 2019

2019-2 THE REGINA ZONING AMENDMENT BYLAW, 2019 (No. 2)

2019-3 THE REGINA ZONING AMENDMENT BYLAW, 2019 (No. 3)

Councillor Barbara Young moved, seconded by Councillor Andrew Stevens AND IT WAS RESOLVED, that Bylaws No. 2019-1, 2019-2 and 2019-3 be introduced and read a first time.

Bylaws were read a first time.

No letters of objection were received pursuant to the advertising with respect to Bylaws No. 2019-1, 2019-2 and 2019-3.

The Clerk called for anyone present who wished to address City Council respecting Bylaws No. 2019-1, 2019-2 and 2019-3 to indicate their desire.

No one indicated a desire to address Council.

Councillor Barbara Young moved, seconded by Councillor John Findura, AND IT WAS RESOLVED, that Bylaws No. 2019-1, 2019-2 and 2019-3 be introduced and read a second time. Bylaws were read a second time.

Councillor Barbara Young moved, seconded by Councillor Sharron Bryce, that City Council hereby consent to Bylaws No. 2019-1, 2019-2 and 2019-3 going to third and final reading at this meeting.

The motion was put and declared CARRIED UNANIMOUSLY.

Councillor Barbara Young moved, seconded by Councillor Jason Mancinelli, AND IT WAS RESOLVED, that Bylaws No. 2019-1, 2019-2 and 2019-3 be read a third time. Bylaws were read a third and final time.

(Councillor Bresciani returned to the meeting.)

DELEGATIONS, RELATED REPORTS AND BYLAW

DE19-2 Ashley Nemeth, CNIB Saskatchewan - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Christall Beaudry and Ashley Nemeth, representing CNIB Saskatchewan addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-3 Carla Harris - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Carla Harris addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-4 Christopher Strain, Regina & District Labour Council - Vehicles for Hire
Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Christopher Strain, representing Regina & District Labour Council addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-5 Curtis Roettger - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Curtis Roettger addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-6 Tom Molema - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Tom Molema addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-7 Michelle Okere, MADD Canada - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Michelle Okere, representing MADD Canada, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

(Councillor Flegel arrived at the meeting via teleconference.)

DE19-8 Leslie McNabb: Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Patrick Veinot and Malik Umar, representing United Steelworkers, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-9 Justin Reves - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Justin Reves addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-10 John Hopkins, Regina & District Chamber of Commerce: Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. John Hopkins, representing Regina & District Chamber of Commerce addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-11 Glen Sali, Capital Cabs - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Ken Stromberg and Glen Sali, representing Capital Cabs, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

(Councillor Murray temporarily left the meeting.)

DE19-12 Jon Neher - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Jon Neher addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

(Councillor Murray returned to the meeting.)

DE19-13 Wendell Wilke, Co-op Taxi - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Wendell Wilke, representing Co-op Taxi, addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-14 Wade Laurent, The Ultimate Deck Shop - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Wade Laurent, representing The Ultimate Deck Shop, addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

(Councillor Murray temporarily left the meeting.)

DE19-15 Daljit Singh, Co-op Taxi - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Daljit Singh, representing Co-op Taxi, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

(Councillor Murray returned to the meeting.)

DE19-16 Scott Pettigrew - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Scott Pettigrew addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-17 Tyler Willox - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Tyler Willox addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-18 Sandy Archibald, Regina Cabs - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Sandy Archibald, representing Regina Cabs, addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-19 Matt Patton, Lyft Canada - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Matt Patton, representing Lyft Canada, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

DE19-20 Michael van Hemmen, Uber - Vehicles for Hire Regulatory Framework

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Michael van Hemmen, representing Uber, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-3, a report from Executive Committee respecting the same subject.

CM19-1 Supplemental Report to the Vehicles for Hire Regulatory Framework

Recommendation

That this report be received and filed.

Councillor Bob Hawkins moved, seconded by Councillor Lori Bresciani, AND IT WAS RESOLVED, that this report be received and filed.

CR19-3 Executive Committee: Vehicles for Hire Regulatory Framework

Recommendation

**RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- JANUARY 16, 2019**

1. That City Council approve the policy direction outlined in Option 2, including the following, as further described in this Report:
 - (a) Licensing - establish a licensing scheme for Transportation Network Companies;

- (b) Fares – require pre-booking, require the cost of trip to be provided to customer prior to dispatch and prohibit the acceptance of street hails and cash;
 - (c) Drivers – adopt service requirements related to driver conduct, require TNC to provide driver identification information prior to dispatch and during the trip;
 - (d) Technology – require the use of computer-aided dispatch, GPS tracking and the submission of trip data to the City;
2. That the City Solicitor be instructed to prepare a Bylaw implementing Option 2 for the February 28, 2019 meeting of City Council.

Councillor Lori Bresciani moved, seconded by Councillor Bob Hawkins, that the recommendations of Executive Committee contained in the report be concurred in.

Councillor Lori Bresciani moved, in amendment, seconded by Councillor Andrew Stevens, that a vulnerable sector check be required of all ridesharing drivers in Regina.

Mayor Michael Fougere stepped down to enter debate.

Councillor Lori Bresciani assumed the Chair.

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

The motion was put and declared LOST.

Councillor Andrew Stevens moved, in amendment, seconded by Councillor John Findura, that cameras be mandatory and in line with requirements of *The Taxi Bylaw No. 9635*.

Mayor Michael Fougere stepped down to enter debate.

Councillor Lori Bresciani assumed the Chair.

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

The motion was put and declared LOST.

Councillor Andrew Stevens moved, in amendment, seconded by Councillor John Findura, that section 9 of *The Taxi Bylaw No. 9635*, Conduct of Drivers, apply to ridesharing drivers.

The motion was put and declared LOST.

Mayor Michael Fougere stepped down to enter debate.

Councillor Lori Bresciani assumed the Chair.

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

Councillor Lori Bresciani moved, in amendment, seconded by Councillor Barbara Young, AND IT WAS RESOLVED, that Administration return with a report, one year from the implementation date of ridesharing, that includes impacts of ridesharing and

options for distribution and allocation of money collected from the \$0.07 accessibility surcharge.

The main motion was put and declared CARRIED.

RECESS

Councillor Bob Hawkins moved, seconded by Councillor Andrew Stevens, AND IT WAS RESOLVED, that Council recess for 10 minutes.

Council recessed at 8:50 p.m.

(Councillor Flegel and Councillor Murray left the meeting.)

Council reconvened at 9:11 p.m. in the absence of Councillor Findura, Councillor Bryce and Councillor Mancinelli.

DE19-21 Marg Hryniuk, on behalf of Leigh G. Robinson - Notice of Intention to Designate Property as Municipal Heritage Property 3160 Albert Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Marg Hryniuk, representing Leigh G. Robinson, addressed Council.

(Councillor Findura, Councillor Bryce and Councillor Mancinelli returned to the meeting during Ms. Hryniuk's presentation.)

There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-4 a report from Regina Planning Commission respecting the same subject.

DE19-22 Meredyth L. McCreary - Notice of Intention to Designate Property as Municipal Heritage Property 3160 Albert Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Meredyth McCreary addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-4 a report from Regina Planning Commission respecting the same subject.

DE19-23 Dan Torrie, Nicor Group - Notice of Intention to Designate Property as Municipal Heritage Property 3160 Albert Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Dan Torrie and Derek Tomilin, representing the Nicor Group, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-4 a report from Regina Planning Commission respecting the same subject.

DE19-24 Lyn Goldman - Notice of Intention to Designate Property as Municipal Heritage Property 3160 Albert Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Lyn Goldman addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-4 a report from Regina Planning Commission respecting the same subject.

DE19-25 Jackie Schmidt, Heritage Regina - Notice of Intention to Designate Property as Municipal Heritage Property 3160 Albert Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Jackie Schmidt, representing Heritage Regina, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-4 a report from Regina Planning Commission respecting the same subject.

DE19-26 Carmen Lien - Notice of Intention to Designate Property as Municipal Heritage Property 3160 Albert Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Carmen Lien addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-4 a report from Regina Planning Commission respecting the same subject.

CP19-1 Allison Luff - Cook Residence Designation

Councillor Mike O'Donnell moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that this communication be received and filed.

CR19-4 Regina Planning Commission: Notice of Intention to Designate Property as Municipal Heritage Property (18-H-03) 3160 Albert Street - Cook Residence

Recommendation

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
– JANUARY 9, 2019**

1. That the City Solicitor be directed to issue and serve a notice of intention to designate the property located at 3160 Albert Street (Cook Residence) as Municipal Heritage Property.
2. That the City Solicitor be directed to prepare a new Municipal Heritage Property bylaw to:
 - a. Designate the subject property as a Municipal Heritage Property.
 - b. Identify the reasons for designation and character-defining elements as stated in Appendix A-4 to this report.
 - c. Provide that any subsequent alterations to the property be consistent with the “Standards and Guidelines for the Conservation of Historic Places in Canada”.
3. That the City Solicitor be directed to amend Schedule A of the *Bylaw of the City of Regina to Deny a Permit for the Alteration or Demolition of Properties that the Council of the City of Regina may wish to Designate as Municipal Heritage Properties No. 8912* (commonly known as the “Heritage Holding

Bylaw”) to remove the property listed as Item 2.8 (Cook Residence), upon designation.

4. That Heritage Holding Bylaw and the new Municipal Heritage Property Designation Bylaw be brought forward at the City Council meeting on March 25, 2019, following service and advertising of the required notice of intention to pass a bylaw to designate the property as Municipal Heritage Property.

Councillor Barbara Young moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

COMMITTEE REPORTS

EXECUTIVE COMMITTEE

CR19-11 Analysis of Reserve Establishment for Residential Road Renewal Program

Recommendation

RECOMMENDATION OF THE EXECUTIVE COMMITTEE - JANUARY 16, 2019

1. That a reserve not be established for the Residential Road Renewal Program.
2. That the Residential Road Renewal Program Annual Report be enhanced to provide more clarity and comprehensive financial reporting, as outlined under Option 2 of this report.

Councillor Lori Bresciani moved, seconded by Councillor Jason Mancinelli, AND IT WAS RESOLVED, that the recommendations of Executive Committee contained in the report be concurred in.

PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE

CR19-12 Saskatchewan Drive Corridor Project – Award Contract for Consulting and Engineering Services

Recommendation

RECOMMENDATION OF THE PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE – JANUARY 10, 2019

1. That the Executive Director of Citizen Services or delegate be authorized to issue a Request for Proposal and then to award and enter into a contract with the highest ranked proponent(s) from the public procurement

processes for engineering services for the Saskatchewan Drive Corridor Project.

2. That the City Clerk execute the contract with the highest ranked proponent for engineering services, upon review and approval from the City Solicitor.

Councillor Andrew Stevens moved, seconded by Councillor John Findura, AND IT WAS RESOLVED, that the recommendations of the Public Works and Infrastructure Committee contained in the report be concurred in.

MOTION

MN18-14 Councillor Bob Hawkins: City Council and Council Committee Meetings

Councillor Bob Hawkins moved, seconded by Councillor Sharron Bryce that:

- 1. All City Council and Council Committee meetings be deemed to be adjourned four hours and thirty minutes after such meetings have been “Called to Order” with no further business being conducted beyond that point without a vote by Council or Committee; and**
- 2. A mandatory fifteen minute health break be called by the Chair of all Council and Council Committee meetings near the two hour and fifteen minute point of such meetings; and**
- 3. City Council instruct the City Solicitor to prepare the necessary amendments to The Procedure Bylaw (Bylaw No. 9004) for approval.**

Mayor Michael Fougere stepped down to enter debate.

Councillor Lori Bresciani assumed the Chair.

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

The motion was put and declared CARRIED.

NOTICE OF MOTIONS

MN19-1 Councillor Andrew Stevens: Airport Transit

Councillor Andrew Stevens gave written notice that at the January 28, 2019 meeting of City Council, he intends to make the following recommendation:

That Administration prepare a report for Community and Protective Services for Q2 of 2019 that:

- 1. Identifies the costs, benefits, and ridership statistics related to a dedicated airport route;**
- 2. Identifies the costs, benefits, and ridership statistics related to an airport stop using an existing route(s);**
- 3. In consultation with the Regina Airport Authority, identifies the challenges and potential solutions to servicing the needs of travellers and employees who work at or around the Regina International Airport and airport lands; and**
- 4. Identifies potential third party capital and operational funding support for an airport transit service.**

MN19-2 Councillor Andrew Stevens: Parking Investments

Councillor Andrew Stevens gave written notice that at the January 28, 2019 meeting of City Council, he intends to make the following recommendation:

- 1. That Administration report back to the Community and Protective Services Committee in Q2 of 2019 with a strategy and financial implications of committing a portion of parking meter revenue to the Downtown and other areas where metered fares are collected; and**
- 2. That Administration consider the Downtown Deferred Revenue Account (DDRA) as a potential destination for parking revenue.**

RECESS

Councillor Sharron Bryce moved, seconded by Councillor Barbara Young, AND IT WAS RESOLVED, that Council recess to Wednesday, January 30, 2019 at 5:30 p.m.

Council recessed at 10:54 p.m.

Council reconvened at 5:30 p.m. on Wednesday, January 30, 2019

(Councillor Joel Murray attended the meeting in person.)

URGENT BUSINESS

Councillor Sharron Bryce moved, seconded by Councillor Joel Murray, AND IT WAS RESOLVED, that Councillor Barbara Young be appointed to the Finance and Administration Committee for a term expiring December 31, 2019.

DELEGATIONS, RELATED REPORTS AND BYLAW

DE19-27 Dana Folkersen, REACH - Sale of 1915 and 1955 Retallack Street – YWCA

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Desiree Gibson, representing Regina Education and Action on Child Hunger, addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-5 a report from the Finance and Administration Committee respecting the same subject.

DE19-28 Jan Thorson, Mobile Crisis Services Inc. - Sale of 1915 and 1955 Retallack Street – YWCA

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Jan Thorson, representing Mobile Crisis Services, addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-5 a report from the Finance and Administration Committee respecting the same subject.

DE19-29 Darwin Ironstand, All Nations Hope Network - YWCA

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Darwin Ironstand, representing All Nations Hope Network, addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-5 a report from the Finance and Administration Committee respecting the same subject.

(Councillor Flegel arrived at the meeting via teleconference.)

DE19-30 Lisa Miller, Regina Sexual Assault Centre - YWCA

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Lisa Miller, representing the Regina Sexual Assault Centre addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-5 a report from the Finance and Administration Committee respecting the same subject.

DE19-31 Melissa Coomber-Bendtsen, YWCA Regina - Sale of 1915 and 1955 Retallack Street – YWCA

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Melissa Coomber-Bendtsen, representing the YWCA Regina, and LeeAnn Croft, representing 1080 Architecture, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-5 a report from the Finance and Administration Committee respecting the same subject.

CR19-5 Finance and Administration Committee: Sale of City Property – Young Women's Christian Association – 1915 and 1955 Retallack Street

Recommendation

RECOMMENDATION OF THE FINANCE AND ADMINISTRATION COMMITTEE - JANUARY 8, 2019

1. That the sale of the City of Regina owned subject property, 1915 and 1955 Retallack Street be gifted at no charge, to the Young Women's Christian Association Regina be approved, as per Option 2 in this report, consistent with the terms and conditions stated in the body of this report.
2. That the Director of Land and Real Estate Management be authorized to negotiate and approve any other commercially relevant terms and conditions of the agreement.
3. That the City Clerk be authorized to execute the agreement as prepared by the City Solicitor.

Councillor Sharron Bryce moved, seconded by Councillor Bob Hawkins that the recommendations of the Finance and Administration Committee contained in the report be concurred in.

Mayor Michael Fougere stepped down to enter debate.

Councillor Lori Bresciani assumed the Chair.

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

The motion was put and declared CARRIED.

(Councillor Flegel left the meeting.)

DE19-32 Kai Kriekle - Recreation Master Plan

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Kai Kriekle addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-6 a report from the Community and Protective Services Committee respecting the same subject.

DE19-33 Nannette Choboter and Rob Nelson, Regina Aquatic Foundation - Recreation Master Plan

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Nannette Choboter and Rob Nelson, representing Regina Aquatic Foundation, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-6 a report from the Community and Protective Services Committee respecting the same subject.

DE19-34 Suzanne Gorman, Regina Speed Skating Club - Recreation Master Plan

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Suzanne Gorman, representing Regina Speed Skating Club, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-6 a report from the Community and Protective Services Committee respecting the same subject.

CP19-2 Jim Elliott - Response to City of Regina Recreation Master Plan

Councillor Barbara Young moved, seconded by Councillor Andrew Stevens, AND IT WAS RESOLVED, that this communication be received and filed.

CR19-6 Community and Protective Services Committee: Recreation Master Plan

Recommendation

RECOMMENDATION OF THE COMMUNITY AND PROTECTIVE SERVICES COMMITTEE - JANUARY 17, 2019

1. That the attached Recreation Master Plan be approved, authorizing the use of the document to guide recreation program and service delivery decisions.
2. That Administration be directed to provide an annual progress report regarding the implementation of the Recreation Master Plan.

Councillor Andrew Stevens moved, seconded by Councillor Barbara Young that the recommendations of the Community and Protective Services Committee contained in the report be concurred in.

Mayor Michael Fougere stepped down to enter debate.

Councillor Lori Bresciani assumed the Chair.

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

Mayor Michael Fougere moved, in amendment, seconded by Councillor Mike O'Donnell, AND IT WAS RESOLVED, that the Mayor write to Federal Minister Goodale, Federal Minister Champagne and Provincial Minister Kaeding to begin discussion on recreation infrastructure funding.

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

RECESS

Councillor Mike O'Donnell moved, seconded by Councillor Barbara Young, AND IT WAS RESOLVED, that Council recess for 10 minutes.

Council recessed at 8:20 p.m.

Council reconvened at 8:37 p.m.

DE19-35 Glenys Eberle, Friends of Wascana Pool - Maple Leaf and Wascana Pools

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Glenys Eberle, representing Friends of Wascana Pool, addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-7 a report from the Community and Protective Services Committee respecting the same subject.

CR19-7 Community and Protective Services Committee: Maple Leaf and Wascana Pools

Recommendation

RECOMMENDATION OF THE COMMUNITY AND PROTECTIVE SERVICES COMMITTEE - JANUARY 17, 2019

1. That the Executive Director, City Planning & Community Development or designate be authorized to award and enter into a contract with the highest ranked proponent(s) from a public procurement process to engage consulting and professional services over \$750,000 to support the design of Maple Leaf and Wascana Pools.
2. That Administration, through the 2020 budget process, bring forward a financing plan for the construction of Maple Leaf and Wascana Pools.
3. That the City Clerk be authorized to execute the contract with the highest ranked proponent for consulting and professional services to support the design of Maple Leaf and Wascana pools, upon review and approval from the City Solicitor.

Councillor Andrew Stevens moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED:

- 1. That the Executive Director, City Planning & Community Development or designate be authorized to award and enter into a contract with the highest ranked proponent(s) from a public procurement process to engage consulting and professional services over \$750,000 to support the design of Maple Leaf and Wascana Pools.**
- 2. That Administration, through the 2020 budget process, bring forward a financing plan for the construction of Maple Leaf and Wascana Pools.**

3. **That the City Clerk be authorized to execute the contract with the highest ranked proponent for consulting and professional services to support the design of Maple Leaf and Wascana pools, upon review and approval from the City Solicitor.**
4. **That Administration bring back a report in Q3 of 2019 on the condition of outdoor pools and financial implications as part of the 2020 budget process.**
5. **That Maple Leaf and Wascana Pools concept plans and design explore renewable technology features such as, but not limited to, solar heating and solar power generation.**

DE19-36 Brian Black, Hillsdale and Whitmore Park Community Associations - Front Yard Parking

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Brian Black, representing the Hillsdale and Whitmore Park Community Associations, addressed Council. There were no questions of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-8 a report from the Community and Protective Services Committee respecting the same subject.

CR19-8 Community and Protective Services Committee: Front Yard Parking - Amendment to the Regina Community Standards Bylaw (2019-6)

Recommendation

RECOMMENDATION OF THE COMMUNITY AND PROTECTIVE SERVICES COMMITTEE - JANUARY 17, 2019

1. That an amendment to *The Regina Community Standards Bylaw* No. 2016-2 to establish an offence for parking on any area of the front yard that is not a driveway, as further detailed in this report be approved.
2. That a housekeeping amendment to *The Regina Community Standards Bylaw* No. 2016-2 respecting the definitions in clauses 3(d) and (g) to correct a drafting inconsistency be approved.
3. That the City Solicitor be directed to prepare the necessary bylaw amendment.

Councillor Andrew Stevens moved, seconded by Councillor Jason Mancinelli, AND IT WAS RESOLVED, that the recommendations of the Community and Protective Services Committee contained in the report be concurred in.

DE19-37 Allison Tholl and Kandace Monastyrski, Sandcastles Childcare Inc. - Child Day Care Centre - 3615 Kings Road

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Allison Tholl and Kandace Manastyrski, representing Sandcastles Childcare Inc., addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-9 a report from Regina Planning Commission respecting the same subject.

CR19-9 Regina Planning Commission: Discretionary Use Application (18-DU-15)
Proposed Child Day Care Centre - 3615 Kings Road

Recommendation

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
– JANUARY 9, 2019**

That the discretionary use application for a proposed Child Day Care Centre located at 3615 Kings Road, being Lot A, Block 68, Plan No. 78R15074, in the Lakeview Centre subdivision, as shown in Appendix A-1 and A-2, be approved and that a development permit be issued subject to the following conditions:

- a) The development shall be generally consistent with the plans attached to this report as Appendix A-3.1 to A-3.3 inclusive, prepared by Oko Haus Design Inc. and dated September 15, 2018.
- b) The development shall be subject to Ministry of Education approval.
- c) The development shall comply with all applicable standards and regulations in *Regina Zoning Bylaw No. 9250*.

Councillor Barbara Young moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that the recommendations of Regina Planning Commission contained in the report be concurred in.

DE19-38 Tim Reid, Regina Exhibition Association Limited - Support to Host
2019 NHL Game

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Tim Reid, representing Regina Exhibition Association Limited, addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR19-10 a report from the Community and Protective Services Committee respecting the same subject.

CR19-10 Support to Host a 2019 NHL Regular Season Game at Mosaic Stadium

Recommendation

**RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- JANUARY 16, 2019**

- 1) The City of Regina (City) provide a total contribution of \$150,000, consisting of \$100,000 cash and City services valued up to \$50,000, in support of the Regina Exhibition Association Limited's (operating as Evraz Place) bid to host a 2019 regular season National Hockey League (NHL) game at Mosaic Stadium, subject to the following conditions:
 - a. That the bid to host a 2019 regular season NHL game at Mosaic Stadium is successful;
 - b. That Evraz Place is successful in securing financial support from the Province of Saskatchewan in the amount of \$500,000 and additional financial support from the community of \$200,000;
 - c. Demonstration of the ability of Evraz Place to plan and execute the event through, but not limited to, a plan which outlines the proposed organizational structure, a human resource plan, an operations and financial plan, and a risk management plan;
 - d. Recognition by Evraz Place that the City accepts no obligation for deficits, loans or guarantees incurred by Evraz Place in hosting the 2019 NHL regular season game.
- 2) That the Executive Director City Planning and Community Development be delegated the authority to negotiate and approve the terms of the Contribution Agreement between the City and Regina Exhibition Association Limited as outlined in this report.

- 3) That the City Clerk be authorized to execute the Contribution Agreement on behalf of the City after review by the City Solicitor.
- 4) That the \$150,000 contribution be funded as a withdrawal from the General Fund Reserve (GFR).

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

Councillor Andrew Stevens moved, in amendment, seconded by Councillor Jason Mancinelli, that Administration return to Council in Q1 of 2020 with an economic impact assessment of the NHL Regular Season Game at Mosaic Stadium, excluding any proprietary information from the report.

Mayor Michael Fougere stepped down to enter debate.

Councillor Lori Bresciani assumed the Chair.

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

The motion was put and declared LOST.

The main motion was put and declared CARRIED.

2019-6 THE REGINA COMMUNITY STANDARDS AMENDMENT BYLAW, 2019

Councillor Lori Bresciani moved, seconded by Councillor Jason Mancinelli, AND IT WAS RESOLVED, that Bylaw No. 2019-6 be introduced and read a first time. Bylaw was read a first time.

Councillor Lori Bresciani moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that Bylaw No. 2019-6 be introduced and read a second time. Bylaw was read a second time.

Councillor Lori Bresciani moved, seconded by Councillor Mike O'Donnell, that City Council hereby consent to Bylaw No. 2019-6 going to third and final reading at this meeting.

The motion was put and declared CARRIED UNANIMOUSLY.

Councillor Lori Bresciani moved, seconded by Councillor Barbara Young, AND IT WAS RESOLVED, that Bylaw No. 2019-6 be read a third time. Bylaw was read a third and final time.

BYLAWS AND RELATED REPORT

CR18-113 Finance and Administration Committee: Heritage Building Rehabilitation
Program (18-HBRP-03) 3225 13th Avenue – Sacred Heart Academy (2019-5)

Recommendation

**RECOMMENDATION OF THE FINANCE AND ADMINISTRATION
COMMITTEE**

- NOVEMBER 6, 2018

1. That a Tax Exemption for the property located at 3225 13th Avenue, being Units 1 - 30 in Condo Plan 91R09011, be approved in an amount equal to the lesser of:
 - a) Fifty per cent of eligible costs for the work completed as described in the Conservation Plan in Appendix B; or
 - b) An amount equal to the total property taxes payable on the subject property for 10 years.
2. That the provision of the property tax exemption be subject to the following conditions:
 - a) Eligibility for the property tax exemption includes the requirement that the property possesses and retains its formal designation as a Municipal Heritage Property in accordance with *The Heritage Property Act*.
 - b) The property owner shall submit detailed written documentation of payments made for the actual costs incurred (i.e. itemized invoices and receipts) in the completion of the identified conservation work as described in Appendix B. In the event the actual costs exceed corresponding estimates by more than 10 per cent the property owner shall provide full particulars as to the reason(s) for any cost overrun or portion thereof, if considered not to be reasonably or necessarily incurred for eligible work.
 - c) The work that is completed and invoices submitted by September 30th each year would be eligible for an exemption the following year for up to 50 per cent of the cost of approved work.
3. That the City Solicitor be instructed to prepare the necessary tax exemption agreement and authorizing bylaw to provide the tax exemption as detailed in this report.
4. That the Executive Director of City Planning & Development or designate be authorized under the tax exemption agreement to make all determinations regarding reimbursements of the costs incurred for work done to the property

based on the City of Regina's Heritage Building Rehabilitation Program and the Conservation Plan for the property (Appendix B to this report).

5. That the Executive Director of City Planning & Development or designate be authorized to apply to the Government of Saskatchewan on behalf of the property owner for any exemption of the education portion of the property taxes that is \$25,000 or greater in any year during the term of exemption.

Councillor Sharron Bryce moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that the recommendations of the Finance and Administration Committee contained in the report be concurred in.

2019-4 THE 2019 HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2019

Councillor Joel Murray moved, seconded by Councillor Sharron Bryce, AND IT WAS RESOLVED, that this Bylaw be tabled to the February 25, 2019 City Council meeting.

2019-5 THE CONSERVATION OF HERITAGE PROPERTIES TAX EXEMPTION FOR CATHEDRAL COURTS, FORMERLY KNOWN AS SACRED HEART ACADEMY LOCATED AT 3225 13TH AVENUE BYLAW, 2019

Councillor Lori Bresciani moved, seconded by Councillor Andrew Stevens, AND IT WAS RESOLVED, that Bylaw No. 2019-5 be introduced and read a first time. Bylaw was read a first time.

Councillor Lori Bresciani moved, seconded by Councillor John Findura, AND IT WAS RESOLVED, that Bylaw No. 2019-5 be introduced and read a second time. Bylaw was read a second time.

Councillor Lori Bresciani moved, seconded by Councillor Sharron Bryce, that City Council hereby consent to Bylaw No. 2019-5 going to third and final reading at this meeting.

The motion was put and declared CARRIED UNANIMOUSLY.

Councillor Lori Bresciani moved, seconded by Councillor Jason Mancinelli, AND IT WAS RESOLVED, that Bylaw No. 2019-5 be read a third time. Bylaw was read a third and final time.

ADJOURNMENT

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

The meeting adjourned at 9:48 p.m.

Chairperson

Secretary

February 25, 2019

To: His Worship the Mayor
And Members of City Council

Re: Out-of-Scope General Wage Increase 2019

RECOMMENDATION

RECOMMENDATION OF THE EXECUTIVE COMMITTEE – FEBRUARY 13, 2019

That Out-of-Scope employees receive a 1.00% General Wage Increase for 2019 retroactive to January 1, 2019.

EXECUTIVE COMMITTEE – FEBRUARY 13, 2019

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

Recommendation #2 does not require City Council approval.

Mayor Michael Fougere, Councillors: Lori Bresciani (Chairperson), Sharron Bryce, John Findura, Bob Hawkins, Jason Mancinelli, Mike O'Donnell, Andrew Stevens and Barbara Young were present during consideration of this report by the Executive Committee.

The Executive Committee, at the **PRIVATE** session of its meeting held on February 13, 2019, considered the following report from the Administration:

RECOMMENDATION

1. That Out-of-Scope employees receive a 1.00% General Wage Increase for 2019 retroactive to January 1, 2019.
2. That this report be submitted to the February 25, 2019 City Council meeting.

CONCLUSION

A 1 per cent GWI provides a compensation adjustment for Out-of-Scope (OOS) employees recognizing the City's current fiscal environment and supports the need to attract, recruit and retain high-valued OOS employees.

BACKGROUND

The City of Regina employs a total of 2,858 employees comprised of permanent, part-time and seasonal workers, as outlined in Appendix A. The majority of employees are members of one of five bargaining units. OOS employees comprise approximately eight per cent of the workforce.

While wage adjustments tend to be consistent, OOS have slowly lost ground to their in-scope counterparts. Over the past eight years, the overall per cent wage increase for in-scope employees of 18.9 per cent exceeded the 17.6 per cent provided to OOS employees, as presented in Appendix B.

DISCUSSION

Fair and modestly competitive compensation practices are a cornerstone of an effective organization. Maintaining a competitive position in our labour market is also necessary to ensure that we continue to attract and retain qualified employees.

Provincial Observations:

Within the public sector, including education, health, crown corporations and the provincial government, a continued drive to reach settlements at or below a zero general wage increase has, to date, resulted in limited progress.

Projected 2019 Salary Increases:

In the fall of each year, consulting firms publish salary projections for the upcoming year. These projections are based on reported planned salary increases from a broad representation of organizations. Salary forecasts are based on previous years' economic environment and trends, the current economic environment, the geographic region and the survey responses provided by numerous employers across Canada. Average projected increases for non-unionized employees in Saskatchewan in 2019 are 1.5 per cent, which is equivalent to the Western Canadian average and slightly below the Canadian average of 1.73 per cent. Appendix C contains supplemental information.

City of Regina Settlements:

Negotiations are currently underway with CUPE 7 and CUPE 21, and negotiations will commence with IAFF and ATU by the end of March.

Wage Compression:

A concern for Administration is wage compression. This occurs when rates of pay between responsibility levels become negligible. Based on the City of Regina's current organizational structure, the most likely place for wage compression to occur is between OOS and CMM positions. Over the two-year period of 2017 and 2018 CMM increases were 1.40 per cent higher than OOS increases. Also, with the ability of in-scope employees to earn overtime pay, the

incentive for employees to take higher levels of responsibility and move to OOS is less attractive. This difference is having a minimal impact; however, long term suppression of OOS wages may exacerbate this problem and create inversion (i.e. in-scope wages exceed that of management).

Summary:

The Administration recommends a GWI of 1 per cent for OOS employees be approved and implemented retroactive to January 1, 2019.

RECOMMENDATION IMPLICATIONS

Financial Implications

A 1 per cent GWI, would be in alignment with the approved 2019 budgets.

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

Providing a 1 per cent GWI for OOS employees will contribute to retaining and attracting employees to ensure we can achieve our corporate goal of delivering reliable services to citizens.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

After approval of the recommendation by City Council, the City Manager will issue a general communication to all OOS staff informing them of the GWI.

DELEGATED AUTHORITY

The recommendations contained in this report require City Council approval.

Respectfully submitted,

EXECUTIVE COMMITTEE

A handwritten signature in black ink, appearing to read 'J. Nicol', written in a cursive style.

Jim Nicol, Secretary

Appendix A: City of Regina Employee Representation

Union Representation	# of Employees	% of City's Workforce
Amalgamated Transit Union	272	9.5%
CUPE Local 21	1544	54%
CUPE Local 7	235	8%
International Association of Fire Fighters	272	9.5%
Regina Civic Middle Management Association	306	11%
Out of Scope	229	8%
Total	2858	100%

*Employee Distribution as of July 3, 2018.

Appendix B: City of Regina Wage Settlements, 2011-2019 (%)

Group	2011	2012	2013	2014	2015	2016	2017	2018	2019
CUPE 7	2.00	2.50	3.00	2.50	3.00	1.90	1.90	1.90	1.0**
CUPE 21	2.00	2.00	2.50	2.25	3.00	1.90	1.90	1.90	1.0**
ATU	2.50	2.50	2.75	2.75	3.00	2.00	2.00	2.00	1.0**
CMM	2.00	2.50	3.50	0*	3.00	2.00	2.00	1.9	1.0
IAFF	Jan 2.25 Jul 2.25	4.00	3.10	3.10	3.00	2.57	2.73	2.20	1.0**
OOS	2.00	2.50	2.60	3.00	3.00	2.00	1.50	1.00	n/a

*\$1,000 signing bonus

** Approved Bargaining Mandate

Appendix C: Projected 2019 Non-Union Wage Increases (%)

Source	SK	AB	MB	BC	Canada
Korn Ferry*	1.40	0.80	Unavailable	1.80	1.50
Morneau Shepell	Unavailable	Unavailable	Unavailable	Unavailable	1.90
Mercer**	Unavailable	Unavailable	Unavailable	Unavailable	2.00
Conference Board of Canada*	1.60	1.40	1.00	1.60	1.50
Average	1.50	1.10	n/a	1.70	1.73

* Both public and private sectors, all industries. Including 0's

** Both public and private sectors, all industries. Excluding 0's

February 25, 2019

To: His Worship the Mayor
And Members of City Council

Re: 2019 Appointments to Boards and Nominations to Regina Airport Authority

RECOMMENDATION

**RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- FEBRUARY 13, 2019**

1. That Dave Towers be appointed to the Board of Revision for a term of office March 1, 2019 to December 31, 2019.
2. That Tim Gross representing Saskatchewan Housing Corporation be appointed to the Mayor's Housing Commission for a term of office March 1, 2019 to December 31, 2021.
3. That the following individuals be nominated to the Regina Airport Authority for a term of office as indicated below:
 - Trent Fraser May 1, 2019 – April 30, 2022;
 - Bernadette McIntyre May 1, 2019 – April 30, 2022; and
4. That the following individual's terms currently appointed to the Regina Airport Authority be extended to April 30, 2020:
 - Jim Kilkenny
 - Tyler Willox
 - Renu Kapoor
5. That the following individual be appointed to the Regina Public Library Board for a term of office as indicated below:
 - Olajumoke Oni March 1, 2019 to December 31, 2020
6. That the members appointed to each board, committee and commission continue to hold office for the term indicated for each vacancy or until their successors are appointed.

EXECUTIVE COMMITTEE – FEBRUARY 13, 2019

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: Lori Bresciani (Chairperson), Sharron Bryce, John Findura, Bob Hawkins, Jason Mancinelli, Mike O'Donnell, Andrew Stevens and Barbara Young were present during consideration of this report by the Executive Committee.

The Executive Committee, at the **PRIVATE** session of its meeting held on February 13, 2019, considered the following report from the Administration:

RECOMMENDATION

1. That Dave Towers be appointed to the Board of Revision for a term of office March 1, 2019 to December 31, 2019.
2. That Tim Gross representing Saskatchewan Housing Corporation be appointed to the Mayor's Housing Commission for a term of office March 1, 2019 to December 31, 2021.
3. That the following individuals be nominated to the Regina Airport Authority for a term of office as indicated below:
 - Trent Fraser May 1, 2019 – April 30, 2022;
 - Bernadette McIntyre May 1, 2019 – April 30, 2022; and
4. That the following individual's terms currently appointed to the Regina Airport Authority be extended to April 30, 2020:
 - Jim Kilkenny
 - Tyler Willox
 - Renu Kapoor
5. That the following individual be appointed to the Regina Public Library Board for a term of office as indicated below:
 - Olajumoke Oni March 1, 2019 to December 31, 2020
6. That the members appointed to each board, committee and commission continue to hold office for the term indicated for each vacancy or until their successors are appointed.
7. That this report be submitted to the February 25, 2019 City Council meeting.

CONCLUSION

As appointments are always contingent on the candidate remaining until their successor is appointed, business is still being conducted.

BACKGROUND

The purpose of this report is to facilitate the appointment of citizen representatives to the following committees, boards and commissions for terms specified in the report.

DISCUSSION

Executive Committee is required to nominate individuals for City Council consideration on all committees presented in this report. The following information is provided on activities that have been carried out in preparation for the appointments:

Citizen Appointments:

Advertisements inviting interested citizens to apply for positions on boards, commissions and committees were posted on Facebook, Twitter, and Regina.ca and placed in the Leader Post for two consecutive weekends beginning January 5 & 12, 2019. The deadline for applications was noted as January 15, 2019. The advertisements were placed for vacancies on the following:

- Board of Revision
- Regina Airport Authority
- Regina Public Library Board

A notification was sent to all citizen representatives with expiring terms of office on the Regina Airport Authority. These individuals were advised that their terms were expiring on April 30, 2019 and were invited to reapply, by completing an application on the City of Regina website.

Process for Determining Appointments:

Board of Revision

The nominating committee met to review the applications and the recommended appointment is listed in the recommendation section of this report.

Mayor's Housing Commission

The Saskatchewan Housing Corporation submitted a letter nominating Tim Gross. The nominated representative is captured in the recommendations of the report.

Regina Airport Authority

Executive Committee is required to nominate individuals for City Council consideration. City Council will put forward the nominations of two individuals to be the City's representative on the Regina Airport Authority, to be nominated for a three-year term appointment.

In accordance with the *Regina Airport Authority Inc. Bylaw No. 1*, all terms of office for appointment members to the authority must be for a three-year term. It was identified that due to an administrative error, three current members will need to have their terms of office extended to

ensure compliance with the bylaw. The three affected members are as follows and the extended terms are captured in the recommendation section of this report:

- Renu Kapoor
- Jim Kilkenny
- Tyler Wilcox

Each of the current members noted above have been contacted and have agreed to continue on for the extended term of one year or less.

Regina Public Library

As directed by the Library Board, the RPL Governance Committee met to review the applications for appointment to the Board for the coming term. The recommended appointments, including terms of office, are included in the recommendation section of this report.

RECOMMENDATION IMPLICATIONS

Financial Implications

There are no financial implications associated with the recommendations of this report.

Environmental Implications

There are no environmental implications associated with the recommendations of this report.

Policy and/or Strategic Implications

Serving on a committee of Council is both a privilege and means for the public to communicate with Council on behalf of the community. The time, effort and expertise members dedicate to committees of Council is invaluable and contributes significantly to the Official Community Plan Goal 2: Community Engagement 14.14.

Other Implications

The City Clerk reviewed current procedures for the citizen and organization representative committee appointment process. To address City Council's concerns the annual advertisement placed in the Leader Post and on the City website, highlighted diversity and gender representation on all Boards, Commissions and Committees.

Accessibility Implications

There are no accessibility implications associated with the recommendations of this report.

COMMUNICATIONS

After City Council has finalized the appointments, the following communications will take place:

1. All applicants will be notified in writing of the outcome of their applications.
2. Any incumbents who have chosen not to apply for re-appointment will be sent letters from the Mayor, on behalf of City Council, indicating appreciation for their service.

DELEGATED AUTHORITY

The recommendations contained in this report require City Council approval.

Respectfully submitted,

EXECUTIVE COMMITTEE

A handwritten signature in black ink, appearing to read 'Jim Nicol', is written above a horizontal line.

Jim Nicol, Secretary

February 25, 2019

To: His Worship the Mayor
And Members of City Council

Re: Boundary Alteration - 2019 Property Tax Exemptions

RECOMMENDATION

**RECOMMENDATION OF THE FINANCE AND ADMINISTRATION COMMITTEE
- FEBRUARY 12, 2019**

1. That the property tax mitigation tools as outlined in Table 1 Part A in this report be approved.
2. That the property tax exemptions described in Option 2 of this report be approved.
3. That the City Solicitor be instructed to prepare the necessary bylaw to provide for the property tax exemptions described in Option 2.

FINANCE AND ADMINISTRATION COMMITTEE – FEBRUARY 12, 2019

Bob Linner, representing Long Lake, AGT and Alliance Pulse, addressed the Committee.

The Committee adopted the following resolution:

1. That the property tax mitigation tools as outlined in Table 1 Part A in this report be approved.
2. That the property tax exemptions described in Option 2 of this report be approved.
3. That the City Solicitor be instructed to prepare the necessary bylaw to provide for the property tax exemptions described in Option 2.
4. That this report be forwarded to the February 25, 2019 meeting of City Council for approval.

Recommendation #4 does not require City Council approval.

Councillors: Sharron Bryce (Chairperson), Bob Hawkins, Jason Mancinelli and Barbara Young were present during consideration of this report by the Finance and Administration Committee.

The Finance and Administration Committee, at its meeting held on February 12, 2019, considered the following report from the Administration:

RECOMMENDATION

1. That the property tax mitigation tools as outlined in Table 1 in this report be approved.
2. That the property tax exemptions described in Option 1 of this report be approved.
3. That the City Solicitor be instructed to prepare the necessary bylaw to provide for the property tax exemptions described in Option 1.
4. That this report be forwarded to the February 25, 2019 meeting of City Council for approval.

CONCLUSION

Property tax mitigation tools and principles for properties affected by the 2014 boundary alteration were approved in Report CM13-14: Reconsideration of 2013 Boundary Alteration (CM13-14) on November 6, 2013. Mitigation was approved for a five-year period which ended in 2018. CM13-14 contained a recommendation that properties in the Future Long-Term Growth (500k population) category be considered for mitigation until 2028. The report directed Administration to review mitigation every five years.

A review of the properties still receiving mitigation found that amendments to the *Design Regina: The Official Community Plan Bylaw No. 2013-48* (OCP) have changed the classification of some properties located in the Southeast Regina Neighbourhood.

Administration is seeking Council's direction for the next five-year period for two categories of properties, those initially in the Future Long-Term Growth (500k population) unaffected by the OCP change and those initially in the Future Long-Term Growth (500k population) which were affected by the OCP change. Administration recommends that the property tax mitigation tools outlined in Table 1 below be approved and the corresponding property tax exemptions be approved for the accounts listed in Parts A & B of Appendix B.

The recommendations in this report recognize the impacts of the OCP amendments while providing mitigation that is consistent with the intent of the previously approved principles.

Table 1: Recommended Tax Mitigation Tools

Part	Category	Mitigation
A	Future Long-Term Growth (500k population)	<ul style="list-style-type: none">▪ Five-year tax mitigation, whereby the taxes would remain at RM levels which may be extended for an additional five years.
B	South East Mitigation	<ul style="list-style-type: none">▪ Five-year tax mitigation, whereby the taxes would remain at RM levels.▪ Fully taxable at City of Regina mill rates in 2024.

BACKGROUND

On November 6, 2013, City Council approved the recommendations in CM13-14 for the boundary alteration. Lands affected by the boundary alteration are outlined in Appendix A.

The report contained the following tax mitigation principles:

1. Protect the property owner, whose land is annexed into the City of Regina from unreasonable financial hardship;
2. Balance the need to protect the City's financial viability with protecting its long-term growth needs;
3. Property tax mitigation will be applied through existing legislation; and
4. Property tax mitigation will expire over time either when the property is developed or when the time frame for the mitigation expires.

The original boundary alteration report, CM13-14, contained three categories for tax mitigation; Commercial Corridor, Lands Within the 300,000 Growth Plan, and Lands Beyond the 300,000 Growth Plan. With the release of the OCP, the last two categories were updated to New Neighbourhood (300k population) and Future Long-Term Growth (500k population), respectively. The mitigation tools applied to each category, beginning in 2014, are shown in Table 2: Previously Approved Tax Mitigation Tools. The levels of mitigation applied to each category were designed to reflect the levels of services that the property received over the period. All properties receiving mitigation are subject to mill rate increases.

Table 2: Previously Approved Tax Mitigation Tools

Category	Tax Mitigation
Commercial Corridor	<ul style="list-style-type: none"> ▪ Five-year tax mitigation, which phases in the City taxation levels on the commercial properties, at a rate of 20% per year. ▪ Fully taxable at City of Regina mill rates in 2018
New Neighbourhood (300k population)	<ul style="list-style-type: none"> ▪ Five-year tax mitigation whereby the taxes would remain at RM levels for five years. ▪ Fully taxable at City of Regina mill rates in 2019.
Future Long-Term Growth (500k population)	<ul style="list-style-type: none"> ▪ Five-year tax mitigation, whereby the taxes would remain at RM levels which may be extended to 10 and then 15 years. ▪ This recognized that longer-term growth areas would not be eligible for development and servicing under the growth plan and would remain as largely rural lands zoned as urban holdings for longer term.

Properties where the tax difference between the 2013 rural taxes and the 2014 estimated municipal tax was less than \$10 do not receive tax mitigation. There are some linear properties, such as pipelines and railways, within the boundary alteration area crossing through the city that did not receive tax mitigation.

The commercial properties in the Commercial Corridor area became fully taxable at City of Regina rates in 2018 and all properties in the original New Neighbourhood (300k population) area became taxable at City of Regina rates in 2019. As properties in the approved mitigation area were developed, they were removed from mitigation.

DISCUSSION

The first five-year period of the tax mitigation ended at the end of 2018. Administration is now seeking Council's direction for the next five-year period for the properties initially in the Future Long-Term Growth (500k population) category. These properties are listed in Parts A & B of Appendix B.

In 2016, the OCP was amended with the South East Regina Neighbourhood Plan as significant land-use and traffic implications were created when the location and configuration of the Regina Bypass was confirmed. The approval of this plan resulted in properties listed in Part B of Appendix B and outlined on the map in Appendix C being changed from the Future Long-Term Growth (500k population) area to the New Neighbourhood (300k population) and New Employment areas in the OCP Growth Plan.

These lands may now be developed in accordance with the phasing and financing policies outlined in the OCP. If these lands had been in these categories at the time of the 2014 boundary alteration, they would have received a five-year mitigation and be taxable at City of Regina rates in 2019.

Administration has identified three options for Council to consider for the next phase of the tax mitigation. Each option is discussed below with a summary of the financial impacts shown in Appendix D.

Regardless of the option chosen, Administration recommends the following:

- All properties receiving mitigation will be subject to mill rate increases over the mitigation period.
- Properties where the tax difference between the 2013 rural taxes and the estimated municipal tax is less than \$10 will not receive tax mitigation.
- Linear properties, such as pipelines and railways, within the boundary alteration area crossing through the city will not receive tax mitigation.
- Existing uses of the land will continue until the land is planned for development.
- Development will occur in a staged approach consistent with growth management policies in the OCP and development regulations in the *City of Regina Zoning Bylaw* to ensure an orderly transition from primarily agricultural land to urban development.
- As properties are developed, they will be removed from mitigation. For the purposes of these exemptions, developed means where a development permit or building permit has been issued by the City of Regina.
- Any properties receiving mitigation will be reviewed with any future OCP amendments to the Growth Plan.

Option 1 – Create South East Mitigation category for properties affected by OCP change (Recommended)

With this option, the 98 properties unaffected by the 2016 OCP amendment, as listed in Part A of Appendix B, will receive mitigation as originally recommended for the Future Long-Term Growth (500k population) category in CM13-14. Taxes for these 98 properties will remain at RM levels for the years 2019-2023. In 2024, mitigation may, at Council's discretion, be extended for an additional five years to 2028.

The 11 properties moved to the New Neighbourhood (300k population) and New Employment areas by the OCP amendment, listed in Part B of Appendix B, will become part of the South East Mitigation category. These properties will receive a five-year property tax exemption for the years 2019 to 2023 and become fully taxable at City of Regina rates in 2024.

Administration recommends this option. It is consistent with the intent of the original property tax tools and principles approved in CM13-14 and considers the impacts of the OCP amendment. At the time of the boundary alteration, communication to property owners of the affected lands was that they would receive a five-year mitigation with a recommendation for the mitigation to be extended for two additional five-year periods. With the OCP amendment these 11 properties are now part of the New Neighbourhood (300k population) and New Employment areas and may be developed. This option is a balance between original communication and the intent of CM13-14.

The financial impact of this option is a municipal exemption of approximately \$183,166 annually or \$915,830 over the five-year period of 2019-2023. For the years 2024-2028, the annual municipal impact will be approximately \$85,787 or \$428,935 over the five-year period. The municipal impact for the full ten-year period is approximately \$1,344,765.

Option 2 – Status Quo

With this option, all 109 properties identified in Appendix B will receive tax mitigation as originally approved for the Future Long-Term Growth (500k population) category in CM13-14. Taxes will remain at 2013 RM levels for the years 2019-2023. In 2024, mitigation may, at Council's discretion, be extended for an additional five years to 2028.

This option is a continuation of the original mitigation, but it does not recognize the impact of the 2016 amendment to the OCP.

The financial impact of this option is a municipal exemption of approximately \$183,166 annually or \$915,830 over the five-year period of 2019-2023. The municipal impact for the full ten-year period is approximately \$1,831,660.

Option 3 – Remove properties affected by OCP change from mitigation in 2019

With this option, the 98 properties unaffected by the 2016 OCP amendment, as listed in Part A of Appendix B, will receive mitigation as originally approved for the Future Long-Term Growth (500k population) category in CM13-14. Taxes for these 98 properties will remain at RM levels

for the years 2019-2023. In 2024, mitigation may, at Council's discretion, be extended for an additional five years to 2028.

The 11 properties moved to the New Neighbourhood (300k population) and New Employment areas by the OCP amendment, listed in Part B of Appendix B, will become fully taxable in 2019.

This option recognizes that the properties affected by the OCP change have received five years of mitigation which is the mitigation identified for their current category in CM13-14. This option is not recommended as it does not reflect the intent of the approved property tax mitigation tools and principles or consider the original communication with property owners.

The financial impact of this option is an annual municipal exemption of approximately \$85,787 for the years 2019-2028 or \$428,935 for each of the five-year periods. The municipal impact for the full ten-year period of approximately \$857,870.

RECOMMENDATION IMPLICATIONS

Financial Implications

If Option 1 is approved by Council, the forgone 2019 municipal levy will be \$183,166. The estimated total forgone 2019 levy, including Library and Education levies, will be \$293,777.

The estimated cost for the five-year period of 2019-2023 is \$915,830 in municipal taxes and \$1,468,885 for all taxing authorities. The estimated cost for the additional five-year period of 2024-2028 is \$428,935 in municipal taxes and \$657,795 for all taxing authorities. The total estimated cost over the ten-year period is \$1,344,765 in municipal tax and \$2,126,680 for all taxing authorities.

Exemptions for Option 1 are reflected in the 2019 budget.

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

The recommendations contained in this report are consistent with the tax policy principles and tools established in the original boundary alteration report CM13-14. These principles and tools are designed to plan the City's long-term growth needs, as outlined in the OCP, while protecting the property owners from unreasonable financial hardship.

Other Implications

The education portion of the taxes is subject to *The Education Property Tax Act* which specifies that any exemption of education taxes that is \$25,000 or greater in any given year, must be approved by the Government of Saskatchewan.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

All affected land owners received communication with respect to the resolutions previously passed by City Council regarding assessment exemptions for lands within the Boundary Alteration area.

Owners of properties in Part B of Appendix B were mailed a letter in January to inform them of Administration's recommendation.

The exemptions outlined in this report will be reflected on the 2019 Property Tax Notices for the affected properties.

Copies of the report will be provided to the Ministry of Education and the Regina Public Library Board.

DELEGATED AUTHORITY

The recommendations contained in this report require City Council approval and the passage of a bylaw.

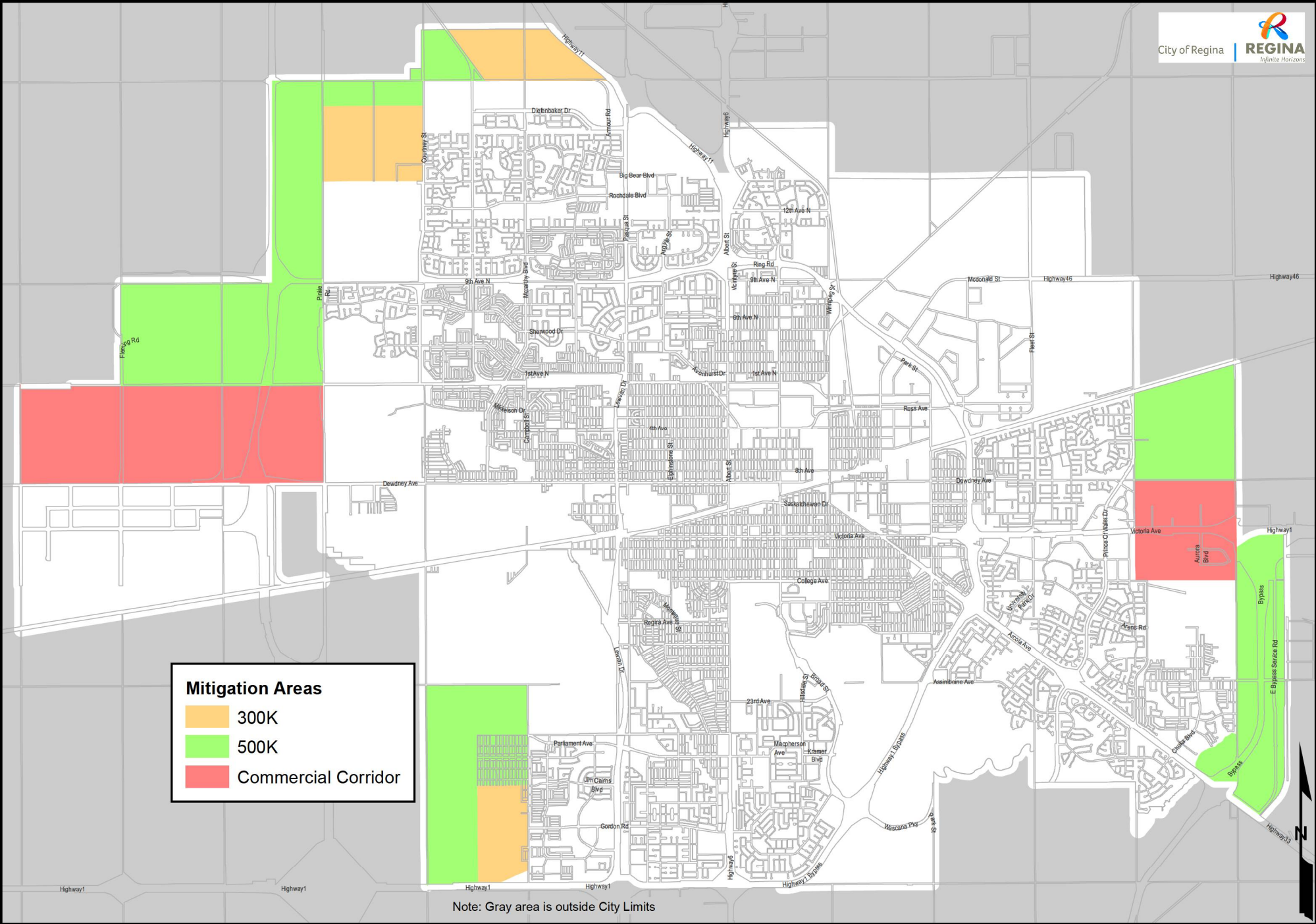
Unless specifically exempted, all property in a municipality is subject to assessment and taxation pursuant to *The Cities Act*. City Council may, by bylaw, exempt from taxation the whole or part of any land or improvement designated in the bylaw.

Respectfully submitted,

FINANCE AND ADMINISTRATION COMMITTEE



Ashley Thompson, Secretary



APPENDIX B

List of Properties - 2019 Estimated Levy

Civic	% Exempt	Municipal Levy Before Mitigation	Municipal Levy After Mitigation	Municipal Mitigated Levy	Total Levy Before Mitigation	Total Levy After Mitigation	Total Mitigated Levy
PART A: Future Long-Term Growth							
1101 PRINCE OF WALES DRIVE	92.0	1,343	107	1,235	1,659	131	1,526
11601 9TH AVENUE N	45.1	1,928	321	1,606	2,382	396	1,985
1801 PINKIE ROAD	65.1	5,024	3,161	1,861	7,433	4,676	2,752
1950 COURTNEY STREET	86.3	1,422	194	1,227	1,757	239	1,515
2200 COURTNEY STREET	37.1	7,249	5,575	1,673	11,917	9,165	2,749
3300 CAMPBELL STREET	70.5	2,202	722	1,479	2,721	892	1,827
3500 CAMPBELL STREET	15.0	4,867	2,496	2,370	7,946	4,074	3,868
3600 CAMPBELL STREET	20.6	2,539	1,516	1,023	4,390	2,622	1,768
3800 ABBOTT STREET	15.1	686	582	104	848	718	128
3800 BELMONT STREET	15.0	850	720	130	1,049	889	160
3800 DONALD STREET	14.4	849	722	127	1,048	892	156
3801 ABBOTT STREET	14.7	850	720	130	1,049	889	160
3801 BELMONT STREET	20.6	1,350	1,057	292	1,668	1,306	360
3801 CARLTON STREET	15.2	850	720	130	1,049	889	160
3801 COURTNEY STREET	15.2	5,220	3,068	2,151	6,451	3,792	2,658
3809 DONALD STREET	14.4	490	418	72	605	515	88
3821 ELLICE STREET	95.8	593	504	89	732	622	110
3821 FORT STREET	14.4	561	238	322	692	293	398
3840 FORT STREET	15.0	561	477	83	692	589	102
3848 ELLICE STREET	15.0	489	417	72	604	514	88
3900 ABBOTT STREET	15.1	715	606	109	883	748	133
3900 BELMONT STREET	71.0	715	606	109	883	748	133
3900 CARLTON STREET	21.3	715	606	109	883	748	133
3900 ELLICE STREET	15.0	715	606	109	883	748	133
3900 GARRY STREET	15.0	626	531	94	773	656	115
3901 ABBOTT STREET	14.7	715	606	109	883	748	133
3901 BELMONT STREET	12.6	715	606	109	883	748	133
3901 CARLTON STREET	14.9	561	477	83	692	589	102
3901 DONALD STREET	14.7	715	606	109	883	748	133
3901 ELLICE STREET	21.3	490	418	72	605	515	88
3916 FORT STREET	21.3	593	504	89	732	622	110
3920 DONALD STREET	14.4	561	477	83	692	589	102
3921 FORT STREET	94.4	452	386	65	557	476	79
3933 ELLICE STREET	21.1	452	386	65	557	476	79
400 PINKIE ROAD	14.6	59,903	24,981	34,968	103,518	43,197	60,468
4020 ABBOTT STREET	15.1	412	352	59	509	434	72
4020 ELLICE STREET	20.6	715	606	109	883	748	133
4021 BELMONT STREET	57.5	489	417	72	604	514	88
4021 CARLTON STREET	14.4	715	606	109	883	748	133
4021 DONALD STREET	15.0	715	606	109	883	748	133
4028 BELMONT STREET	14.7	626	531	94	773	656	115
4036 FORT STREET	54.8	412	352	59	509	434	72
4037 ABBOTT STREET	21.3	412	352	59	509	434	72
4040 CARLTON STREET	15.2	561	477	83	692	589	102
4044 CAMPBELL STREET	15.2	526	447	78	649	552	96
4053 BELMONT STREET	14.7	452	386	65	557	476	79
4069 ABBOTT STREET	20.6	71	20	50	87	24	61
4100 FORT STREET	15.0	849	722	127	1,048	892	156
4100 GARRY STREET	14.6	849	722	127	1,048	892	156
4101 ABBOTT STREET	15.0	489	417	72	604	514	88
4101 ELLICE STREET	23.1	742	633	109	917	782	133
4101 FORT STREET	15.0	849	722	127	1,048	892	156
4108 CARLTON STREET	83.3	412	352	59	509	434	72
4112 CAMPBELL STREET	14.6	452	386	65	557	476	79

APPENDIX B

List of Properties - 2019 Estimated Levy

Civic	% Exempt	Municipal Levy Before Mitigation	Municipal Levy After Mitigation	Municipal Mitigated Levy	Total Levy Before Mitigation	Total Levy After Mitigation	Total Mitigated Levy
4112 DONALD STREET	47.1	412	352	59	509	434	72
4117 BELMONT STREET	40.3	626	531	94	773	656	115
4121 DONALD STREET	40.0	412	352	59	509	434	72
4140 CARLTON STREET	60.7	561	477	83	692	589	102
4200 CARLTON STREET	14.6	412	352	59	509	434	72
4200 ELLICE STREET	21.3	584	46	538	721	56	664
4200 FORT STREET	58.3	412	352	59	509	434	72
4200 GARRY STREET	48.7	584	511	73	721	631	89
4201 BELMONT STREET	88.5	584	511	73	721	631	89
4201 FORT STREET	12.6	144	16	127	178	19	156
4208 CAMPBELL STREET	21.3	412	352	59	509	434	72
4209 FORT STREET	15.2	71	8	63	87	17	77
4213 FORT STREET	15.0	480	66	414	593	80	511
4244 CAMPBELL STREET	67.2	526	447	78	649	552	96
4300 CAMPBELL STREET	66.4	561	477	83	692	589	102
4301 GARRY STREET	21.3	561	477	83	692	589	102
4800 DEWDNEY AVENUE	92.1	8,004	4,800	3,204	11,350	6,805	4,543
500 TOWER ROAD	94.4	1,350	714	636	1,668	882	785
5800 31ST AVENUE	15.2	386	307	79	476	378	97
5900 PARLIAMENT AVENUE	15.2	386	307	79	476	378	97
5920 PARLIAMENT AVENUE	21.3	386	307	79	476	378	97
6001 PARLIAMENT AVENUE	15.2	386	307	79	476	378	97
6101 PARLIAMENT AVENUE	21.3	586	461	125	724	569	154
6116 PARLIAMENT AVENUE	15.2	431	340	90	532	419	111
6200 PARLIAMENT AVENUE	14.4	586	461	125	724	569	154
6201 PARLIAMENT AVENUE	15.4	586	461	125	724	569	154
6300 PARLIAMENT AVENUE	14.9	586	461	125	724	569	154
6301 PARLIAMENT AVENUE	41.6	586	461	125	724	569	154
6400 PARLIAMENT AVENUE	41.2	586	461	125	724	569	154
6401 PARLIAMENT AVENUE	14.7	586	461	125	724	569	154
6500 26TH AVENUE	15.2	850	35	814	1,049	43	1,005
6500 28TH AVENUE	15.0	715	40	675	883	48	834
6500 PARLIAMENT AVENUE	14.4	586	461	125	724	569	154
6501 26TH AVENUE	14.4	715	40	675	883	48	834
6501 28TH AVENUE	92.1	849	36	813	1,048	44	1,004
6501 29TH AVENUE	15.0	585	46	539	722	56	665
6501 PARLIAMENT AVENUE	95.8	586	461	125	724	569	154
6700 ARMOUR ROAD	15.2	1,967	580	1,387	2,430	716	1,714
7801 ARMOUR ROAD	15.4	5,617	2,538	3,077	9,085	4,104	4,975
8201 ARMOUR ROAD	15.4	2,237	752	1,485	2,765	929	1,835
9000 9TH AVENUE N	21.7	2,861	1,671	1,189	4,290	2,505	1,782
** 9001 9TH AVENUE N	14.4	13,889	2,792	11,096	21,815	4,385	17,430
9300 9TH AVENUE N	86.3	1,946	765	1,180	2,404	945	1,458
9801 9TH AVENUE N	45.1	3,091	1,698	1,392	3,820	2,098	1,719
Future Long-Term Growth Total	98	178,581	92,794	85,787	266,496	134,937	131,559

APPENDIX B

List of Properties - 2019 Estimated Levy

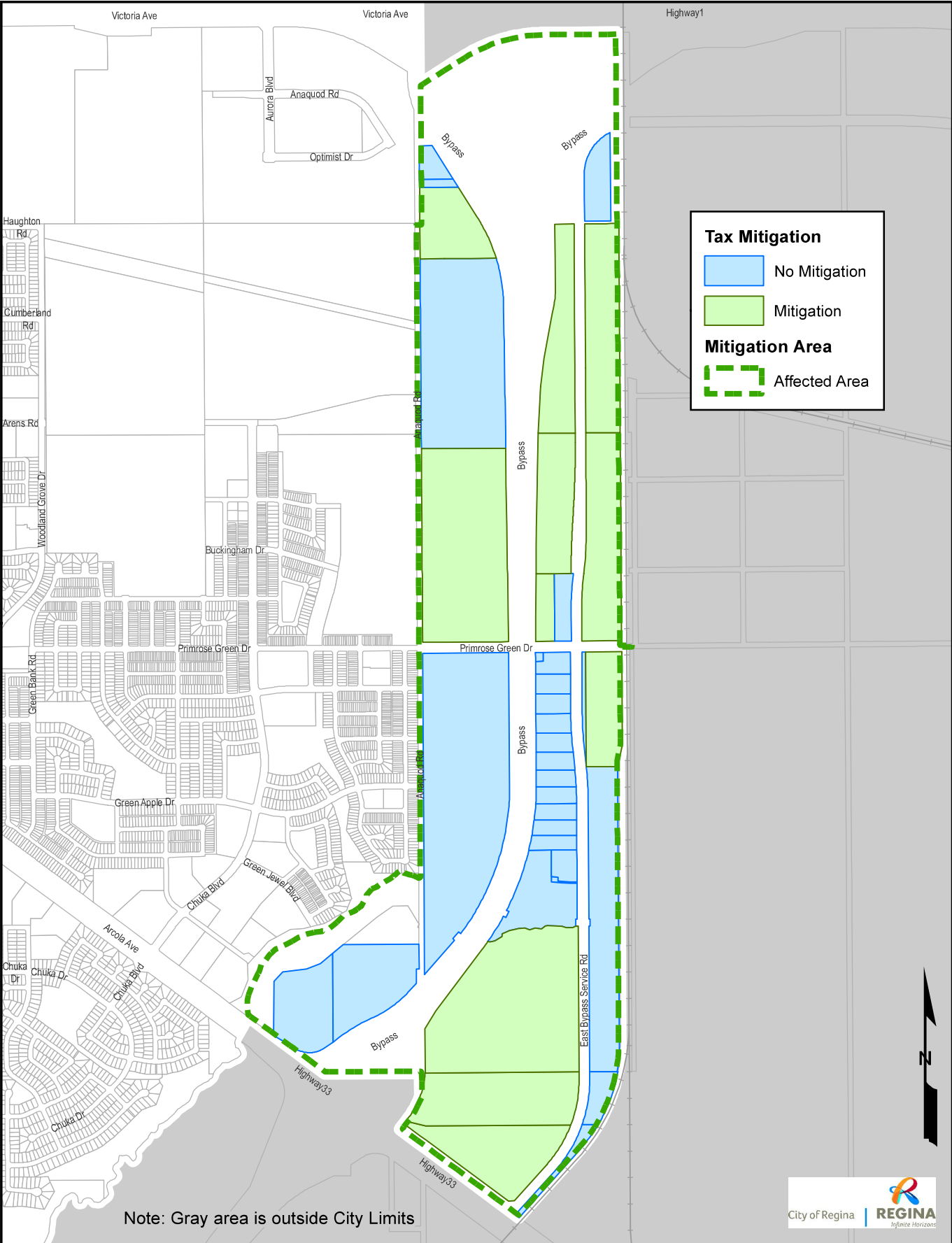
Civic	% Exempt	Municipal Levy Before Mitigation	Municipal Levy After Mitigation	Municipal Mitigated Levy	Total Levy Before Mitigation	Total Levy After Mitigation	Total Mitigated Levy
PART B: South East Mitigation*							
4200 EAST BYPASS SERVICE ROAD	82.7	7,819	1,354	6,465	11,666	2,019	9,645
6201 E PRIMROSE GREEN DRIVE	44.9	32,248	17,778	14,469	54,655	30,120	24,522
4300 EAST BYPASS SERVICE ROAD	83.8	11,323	1,830	9,492	17,569	2,838	14,728
2801 ANAQUOD ROAD	65.6	2,955	1,016	1,938	3,652	1,255	2,395
2331 ANAQUOD ROAD	70.4	4,851	1,437	3,414	7,993	2,367	5,625
2401 EAST BYPASS SERVICE ROAD	17.9	360	295	64	444	364	78
2400 EAST BYPASS SERVICE ROAD	17.9	205	168	36	252	207	44
2900 EAST BYPASS SERVICE ROAD	74.8	1,341	338	1,002	1,657	417	1,238
6000 E PRIMROSE GREEN DRIVE	99.0	2,607	26	2,581	4,507	44	4,463
6200 E PRIMROSE GREEN DRIVE	74.8	75,647	19,102	56,551	130,796	33,032	97,791
4000 EAST BYPASS SERVICE ROAD	85.8	1,594	227	1,367	1,970	280	1,689
New Neighbourhood/New Employment Total	11	140,950	43,571	97,379	235,161	72,943	162,218
TOTAL	109	319,531	136,365	183,166	501,657	207,880	293,777

* Part B contains accounts affected by 2016 OCP amendment. Accounts are shown on the map in Appendix C.

**Account has a statutory exemption.

NOTE: - Levies are estimated based on approved 2019 Municipal & Library mill rates and 2018 education rates.

- Data is as of January 14, 2019



APPENDIX D

Summary of Financial Impacts

Option	2019 Levies		2019-2023 Total		2024-2028 Total		2019-2028 Total	
	Foregone Municipal Levy	Total Foregone Levy	Foregone Municipal Levy	Total Foregone Levy	Foregone Municipal Levy	Total Foregone Levy	Foregone Municipal Levy	Total Foregone Levy
Option 1 Create South East Mitigation category for properties affected by OCP change (recommended)	183,166	293,777	915,830	1,468,885	428,935	657,795	1,344,765	2,126,680
Option 2 Status Quo	183,166	293,777	915,830	1,468,885	915,830	1,468,885	1,831,660	2,937,770
Option 3 Remove properties affected by OCP change from mitigation in 2019	85,787	131,559	428,935	657,795	428,935	657,795	857,870	1,315,590

NOTE: - Levies are estimated based on approved 2019 Municipal & Library mill rates and 2018 education rates.
 - Data is as of January 14, 2019

February 25, 2019

To: His Worship the Mayor
And Members of City Council

Re: Council Support Policy – Website Content Management Governance Policy

RECOMMENDATION

**RECOMMENDATION OF THE FINANCE AND ADMINISTRATION COMMITTEE
- FEBRUARY 12, 2019**

1. That the Council Support Policy be amended to include the City Council Website Content Management Governance policy as outlined in Appendix A and the general housekeeping amendments as outlined in the body of the report.
2. That the City Clerk conduct a review of the City Council Website Content Management Governance policy one year from the date of approval and report back with the results to the Finance and Administration Committee.

FINANCE AND ADMINISTRATION COMMITTEE – FEBRUARY 12, 2019

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

Recommendations #3 and #4 do not require City Council approval.

Councillors: Sharron Bryce (Chairperson), Bob Hawkins, Jason Mancinelli and Barbara Young were present during consideration of this report by the Finance and Administration Committee.

The Finance and Administration Committee, at the **PRIVATE** session of its meeting held on February 12, 2019, considered the following report from the Administration:

RECOMMENDATION

1. That the Council Support Policy be amended to include the City Council Website Content Management Governance policy as outlined in Appendix A and the general housekeeping amendments as outlined in the body of the report.
2. That the City Clerk conduct a review of the City Council Website Content Management Governance policy one year from the date of approval and report back with the results to the Finance and Administration Committee.
3. That item FA18-3 be removed of the list of outstanding items for the Finance and Administration Committee.

4. That this report be forwarded to the February 25, 2019 City Council meeting for approval.

CONCLUSION

To provide a website content management governance policy through which the City of Regina Administration can ensure content on each member's Regina.ca webpage is managed by using best practices, to protect the integrity of City Council and the City.

BACKGROUND

In May 2018, a review of the Mayor and Councillors' webpages on Regina.ca was conducted and members of City Council were consulted in preparation for the redesign of Regina.ca and to determine if any interim improvements could be made to the current webpages.

DISCUSSION

As a result of the review it was identified by both City Administration and members of Council that a website content management governance policy should be established. The intent of this policy is to regulate and manage the content members of Council wish to publish on their webpages located on Regina.ca. This policy would not regulate the content published to their own personal website or social media accounts.

A policy of this nature is vital to ensure best practices, consistency, branding, standards, rules and integrity are maintained. Pending approval, the Council Support Policy – Appendix B will be amended to include the Website Content Governance Policy as outlined in Appendix A of this report. The policy defines acceptable content vs. unacceptable content, outlines the content review process, states when accessing an independent member's website or social media link, that a disclaimer will be posted advising the user that they are about to leave the City's website and how members of Council will be supported.

Research was conducted on how other municipalities/counties across Canada manage their Council's website content and what industry best practices are used. The City of Calgary, City of Edmonton and Strathcona County were identified as the only entities that publish content to the same degree that the members of Regina City Council are wanting to publish. All other Canadian municipalities researched only publish the following content:

- Mayor/Councillor's Bio
- Mayor/Councillors Photo
- Ward representation
- Contact Information
- Committees appointed to serve on

The Canadian municipalities mentioned above do not currently have a formal website content management governance policy in place. However, the City of Calgary and Strathcona County are looking at putting a policy of this nature in place.

Given the research conducted and pending the adoption of this policy, Regina may be the first Canadian municipality to set the stage for a website content management governance policy for members of a City Council.

General Housekeeping

In addition, the following general housekeeping amendments will need to be made to Section 1.0 of the Council Support Policy:

Ward Newsletters: This category will need to be split into two categories: Paper Newsletter and e-Newsletter, with the following criteria included under the e-Newsletter category:

Councillors may publish monthly newsletters annually and use any portion of the annual allowance approved by City Council for expenses associated with the creation and publishing of ward e-Newsletters. Communications will be available to assist members in preparing e-Newsletter articles and the City Clerk's Office will be able to assist with the publishing of the content to produce the e-Newsletter.

Ward e-Newsletters shall include city information for distribution throughout the member's ward.

In an election year expenses can only be incurred for e-newsletters published before June 1.

Communications: This category requires the words "Communications Branch" to be changed to "Citizen Experience Department".

RECOMMENDATION IMPLICATIONS

Financial Implications

None with respect to this report.

Environmental Implications

None with respect to this report.

Policy and/or 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

None with respect to this report.

DELEGATED AUTHORITY

Notwithstanding that the recommendations contained in this report are within the delegated authority of the Finance and Administration Committee, the Committee is requesting that City Council consider and give its final approval.

Respectfully submitted,

FINANCE AND ADMINISTRATION COMMITTEE

A handwritten signature in black ink, appearing to read 'Ashley Thompson', followed by a horizontal line.

Ashley Thompson, Secretary

Appendix A



City Council Website Content Governance Policy

1.0 Purpose

To provide a website governance policy through which the City of Regina Administration can ensure content on each Council Member's webpage is managed by using best practices, to protect the integrity of City Council and the City.

2.0 Policy

The process for publishing content to a Councillor's webpage on Regina.ca will be managed as follows:

1. Council Members will provide the Office of the City Clerk with the content they would like placed on their individual Regina.ca webpage.
2. The content will be reviewed by the City Clerk/Deputy City Clerk to ensure it meets the following criteria:

Acceptable Content

- Ward or City news
- Information on community engagement opportunities or events
- Council Member's views on City programs and services or current Council or committee agenda reports
- Matters impacting or affecting areas of municipal jurisdiction

Unacceptable Content

- Statements, information or remarks that are non-factual, racially or sexually offensive, defamatory, discriminatory, disparaging or harassing
- Statements that may prejudice a municipal decision-making process
- Endorsing political candidates or parties, third parties or business enterprises
- The release of personal information or confidential information in contravention of *The Local Authority Freedom of Information and Protection of Privacy Act*

3. If a Council Member disagrees with the decision of the City Clerk/Deputy City Clerk to disallow certain information or materials to be published on the website based on this policy, the member may appeal the decision to the Integrity Commissioner and his or her decision on the matter will be final.

4. Once the content has been approved, the Council Member will be advised that their content can be published. The Office of the City Clerk can support those Members with publishing their content to their webpages on Regina.ca.
5. Links to Council Member's independent social media channels and website can be placed on the Member's individual Regina.ca webpage. A disclaimer will be posted advising the user that they are about to leave the City's website. The City does not monitor and is not responsible for any information that a Council Member posts on their independent social media channels or websites.
6. The Councillor's Administrative Assistant will provide quarterly analytics of the individual Council Member's webpage to each respective Member. This will allow each Member to review what content is being accessed by their viewers and how often it is being accessed.
7. No material will be posted on a Councillor's webpages on Regina.ca after June 1 in an election year to ensure that city resources are not used to support specific candidates.

Appendix B

Operational Policy

Policy Title:	Applies to:		Reference #
Council Support Policy - 1998P-3	This policy applies to City of Regina Elected Officials.		2015-OCC-P0006
Approved by:	Dates:		Total # of Pages
City Council	Effective:	April 7, 1998	7
	Last Review:	May 8, 2015	
	Next Review:	Sept 1, 2017	
Authority:			
CR98-87, April 7, 1998 <i>The Cities Act</i>			

1.0 Purpose

To list business related items and services available to Councillors to assist them in carrying out their responsibilities as an elected member of City Council.

Procedure:

Councillors should direct any day to day enquiries concerning support services to the Councillors' Administrative Assistant.

Services: The following items and services are available to Councillors:

Administrative Support:

The Councillors' Administrative Assistant will provide administrative support to the Councillors. This support shall include, but is not limited to, the following:

- Typing
- Office Receptionist
- Photocopying
- Mail Processing
- Responses to Invitations
- Filing
- Bring Forward System
- Travel Arrangements
- Stationery and Office Supplies

Christmas Cards:

Councillors will be provided with 200 Corporate Christmas Cards. The Councillor's Administrative Assistant will prepare envelopes as required. Christmas cards do not affect the monthly "Mail" limit.

Communications:

The Office of the City Clerk and the Communications Branch are available to assist Councillors with communications support as outlined below.

- Co-ordination of Councillor involvement in extending greetings on behalf of the City;
- Preparation of speeches, briefing notes and greetings related to invitations to represent the City or upon receiving a personal invitation to speak at an event as a member of Council;
- Preparation of weekly activity list for members of City Council;
- Advice on community relations, communications and protocol;
- Advice about appropriate dress and ceremonial etiquette for a variety of occasions; and
- Coaching on effective media approaches and interview techniques.

The Communications Branch is available to discuss corporate communication concerns or issues of the day.

Councillors are encouraged to forward public inquiries and requests for service to Service Regina for necessary action. There are procedures in place to ensure that Councillors are kept informed of the progress of their inquiries and to ensure that inquiries from the public are handled expeditiously.

Courier Service:

Councillors can have items sent out by courier to clients. To minimize the cost associated with making a delivery, members are encouraged to limit the use of this service to pressing items. Any items sent out by courier on behalf of a member will be counted as part of the monthly 150-letter mail limit referred to under the "Mail" section of this policy.

E-mail:

Councillors are responsible for their City of Regina Outlook e-mail account. The Councillor's Administrative Assistant will assist Councillors in setting up filter folders to allow for ease of viewing.

Graduation Letters:

Councillors may send annual graduation letters to students graduating from high schools within their wards. To minimize the impact on staff resources, a standard graduation letter template will be developed for Councillor's use. Graduation letters do not affect the monthly "Mail" limit.

Home or Business Office Services (Including telephones):

To facilitate communication with other members, the public and the City Administration, access to City files and records and to discharge their duties, Councillors shall be eligible to receive the following equipment at their home or place of business this allocation is subject to the annual approval by City Council of an amount in the budget for the provision of the services. The annual allowance approved by City Council may be used at the members' discretion:

- Laptop with the standard software, printer, copier, facsimile machine are available for the Councillors home or business offices.
- At City Hall a computer, photocopier (for small numbers of incidental copying) and a facsimile machine are available for use by the Councillors.
- Telephone (includes: one telephone at their home or place of business or a cellular telephone and the following items: installation and monthly charge for a telephone line, or cellular telephone service, features such as caller identification, longer cords, etc., and message manager service)
- Mobile devices available for use: These include, but are not limited to, smart phones, cellular phones, and Tablet (as per the Corporate Standard Mobile Device List)

- Internet service
- Councillors are authorized to incur telephone expenses related to city business for long distance calls or local cell phone calls. Councillors will be reimbursed for long distance telephone call expenses out of their Elected Official Travel Allowance if the expense was incurred while travelling on city business. All other city business long distance and local cell phone call expenses will be reimbursed to the member out of the general budget for City Council.
- Councillors will determine which calls are city business related and will be required to reimburse the City for personal calls in excess of \$3.00 on a monthly basis.

Lapel Pins:

Pins available for Councillors distribution are the: Coat of Arms pins, and the R-lapel pins.

Mail:

Mailing services for the Councillors to the public shall be 150 letters per month per member. In an election year, this option shall be discontinued for the period of June 1 to October 31.

Name Tags:

Official City of Regina name tags will be made available to Councillors.

Newsletter Advertisement:

Councillors may use any portion of the annual allowance approved by City Council for expenses associated with advertisements in community newsletters. The content of the advertisement shall be related to the duties of a Councillor at the discretion of the individual member. In an election year, advertisement expenses can only be incurred, published and distributed up to June 1.

Newspaper:

A copy of the local, daily newspaper and the Globe and Mail will be made available to members, in the Councillors' office, on the 15th floor.

Office Supplies:

Supplies such as pens, pencils, paper, printer ink cartridges, binders, diaries, mail bags and other general office related supplies are available through the Councillors' Administrative Assistant, as required.

Councillors will be provided with a leather writing portfolio and a leather under arm briefcase embossed with the City of Regina Coat of Arms.

Office Space:

There are five offices in the Office of the City Clerk on the 15th floor of City Hall, which are available for the use of Councillors. These shared offices allow Councillors a private space within City Hall for their use. The City Clerk will work with the Councillors to determine which members will share offices.

From time to time Councillors may require the use of other small rooms within City Hall for appointments or meetings. The Councillors' Administrative Assistant can assist in booking an appropriate room.

Parking and Vehicle Expenses:

Councillors will be designated a parking stall on the main floor of the City Hall parkade.

Privileged Parking permits which authorize the parking of vehicles at metres without charge, will be provided to members for their vehicles. The privileged parking permit is only for metered parking and not for use in loading zones, bus lanes, etc. Special parking permits are available to members from Wascana Centre for parking in the area of Wascana Centre.

Annual parking fees for a designated parking stall in the City Hall parkade will be deducted from the members' annual allowance.

Photographs:

Individual black and white and colour photographs will be taken of all members of City Council following every election. These pictures will be made available, as required, for use in preparing annual reports, newsletters or other brochures associated with programs or events in which the Councillors may be involved.

Each member of Council shall receive a picture of all members of City Council. A picture of all members of City Council will also be placed in the City Archives.

Records Service:

Councillors will be provided, on request, a copy of any records available within the City service such as bylaws, policies, administrative reports, City Council or committee meeting minutes, maps, etc. that they may require for reference. The distribution of some items may be restricted in accordance with City Council's Access to Information Policy outlined in Schedule "B" of *City Council's Procedure Bylaw 9004*.

Assistance is available from the Councillors' Administrative Assistant and the Office of the City Clerk's staff for records searches.

Off site records storage service is available to Councillors for their work related records.

Stationery:

Business cards, letterhead, notepaper, pens, pencils, paper, printer ink cartridges, binders, diaries, mail bags and other general office related supplies are available through the Councillors' Administrative Assistant, as required.

Councillors will be provided with a leather writing portfolio and a leather under arm briefcase embossed with the City of Regina Coat of Arms.

Ward Newsletters:

Councillors may publish three ward newsletters annually and use any portion of the annual allowance approved by City Council for expenses associated with the creation, printing and distribution of ward newsletters. Communications will be available to assist members in preparing newsletter articles and engaging a firm to produce the newsletter. Any costs other than the time of Communications or other staff, will be charged to the Councillor's annual allowance.

Ward newsletters shall include city information for distribution throughout the member's ward.

Councillors may post their newsletters on the City of Regina's website.

In an election year expenses can only be incurred for newsletters distributed before June 1.

2.0 Scope

This Policy applies to all City Councillors

3.0 Definitions:

“City” means the municipal corporation of the City of Regina, or where the context requires, the geographical area within the city limits of Regina;

“Council” means the elected officials of the City of Regina;

“Community newsletters” means any newsletter that is distributed in the ward of a member who is placing the advertisement or the newsletter of any other non-profit group that holds meetings in the ward of the member and where the newsletter is distributed primarily within the boundaries of the ward.

4.0 Policy

- 1) Subject to budget approval by City Council. Councillors will be provided with the items and services outlined in this policy.
- 2) All Councillors shall be eligible to receive the items and services outlined in this policy when carrying out their responsibilities as an elected member of City Council.
- 3) Any equipment provided in accordance with this policy is considered City property on loan to the members and must be returned within thirty days of their departure from City Council for whatever reason.

5.0 Roles & Responsibilities

Councillors:

- Shall be responsible for the proper use of support services in carrying out their responsibilities as elected members of City Council.
- Shall make recommendations through the City Clerk, to the Finance and Administration Committee on changes to the policy.
- Shall be responsible for the cost of any items or services that are not provided for in this policy.
- Shall be responsible for any expenditures that may be incurred on their behalf for the services listed in this policy that are in excess of the specific annual budget amount approved by City Council.

City Clerk:

- Shall co-ordinate the provision of support services to Councillors and review of this policy every three years.

City Council:

- Shall approve the Council Support Policy and annual budget.

6.0 Related Forms

None with respect to this policy.

7.0 Reference Material

- Elected Officials Travel Policy
- *The Cities Act*
- Council Support Policy Procedure – Distribution of Speaking Engagements Among Members of City Council (Schedule ‘A’) – Attached
- City Councillor’s Manual
- Mayor and City Councillor Parking Guidelines
- City of Regina Pin Policy
- Mobile Device Support Policy (Corporate Standard Mobile Device List)

8.0 Revision History

Date	Description of Change	(Re)-Approval Required (y/n)
19-May-1998	SEC98-5	
22-Mar-1999	CR99-60	
17-Jan-2000	SEC00-1	
19-Mar-2001	SEC01-5	
15-Aug-2001	SEC01-7	
15-Mar-2002	SEC02-4	
19-Apr-2002	SEC02-7	
11-Mar-2003	SEC03-2	
28-Jul-2003	SEC03-6	
21-Feb-2005	SEC05-2	
21-Feb-2005	SEC05-4	
8-Dec-2005	SEC05-7	
8-Dec-2005	SEC05-8	
8-Dec-2005	SEC05-10	
24-Jul-2006	CR06-102	
9-Mar-09	CR09-36	
15-Apr-15	Formatting	No
16-Dec-15	Edit	No

Council Support Policy Procedure: Schedule 'A':

**COUNCIL SUPPORT POLICY
PROCEDURE
DISTRIBUTION OF SPEAKING ENGAGEMENTS AMONG
MEMBERS OF CITY COUNCIL**

The following procedure will be used to distribute speaking engagements to members of City Council;

- a) Mayor's Office receives an invitation from an organization requesting the Mayor's attendance which may include bringing greeting.
- b) If the Mayor is unable to attend, the Mayor's office informs the organization and asks if they would like a City Councillor to attend on behalf of the Mayor.
- c) If the answer is "yes", the invitation is sent to the Deputy City Clerk Council Support to arrange for a City Councillor to attend.
- d) The invitation is offered first to the Deputy Mayor, second to the Acting Deputy Mayor and third to the Ward Councillor if it is an obvious neighbourhood event (ie: a school event or business opening.) This changes only if the Mayor or the organization has requested a specific Councillor to attend on behalf of the Mayor. If that is the case, the requested Councillor is asked first, followed by the above procedure.
- e) If none of the above is able to attend, the remaining City Councillors are contacted by e-mail with the first to respond positively being assigned to the event.
- f) Once attendance is confirmed, Communications will be provided with the necessary information to provide speaking notes if required.

February 25, 2019

To: His Worship the Mayor
And Members of City Council

Re: Request for Proposal – Engineering Services – Winnipeg Street Overpass Realignment –
Issue and Award

RECOMMENDATION

**RECOMMENDATION OF THE PUBLIC WORKS AND INFRASTRUCTURE
COMMITTEE – FEBRUARY 7, 2019**

1. That City Council authorize Executive Director of Citizen Services or delegate to issue a Request for Proposal and then to negotiate, award and enter into a contract with the highest ranked proponent from the public procurement process for engineering services for the Winnipeg Street Overpass Realignment Project.
2. That City Council authorize the City Clerk to execute a contract with the highest ranked proponent for engineering services upon review and approval from the City Solicitor.

PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE – FEBRUARY 7, 2019

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

Recommendation #3 does not require City Council approval.

Councillors: Lori Bresciani, John Findura (Chairperson), Jason Mancinelli, Andrew Stevens and Barbara Young were present during consideration of this report by the Public Works and Infrastructure Committee.

The Public Works and Infrastructure Committee, at its meeting held on February 7, 2019, considered the following report from the Administration:

RECOMMENDATION

1. That City Council authorize Executive Director of Citizen Services or delegate to issue a Request for Proposal and then to negotiate, award and enter into a contract with the highest ranked proponent from the public procurement process for engineering services for the Winnipeg Street Overpass Realignment Project.

2. That City Council authorize the City Clerk to execute a contract with the highest ranked proponent for engineering services upon review and approval from the City Solicitor.
3. That this report be forwarded to February 25, 2019 meeting of City Council for approval.

CONCLUSION

Administration is planning to issue and award a Request for Proposals (RFP) for engineering services for the Winnipeg Street Overpass Realignment. City Council's authority is required under *The Regina Administration Bylaw No. 2003-69, Schedule D, Section 7* to issue and award the RFP, as the consultant's fees are expected to exceed \$750,000.

BACKGROUND

Built in 1975, the Winnipeg Street Overpass has undergone major rehabilitations in 1989 and 2003. In 2010, engineering reports indicated that the overpass was in very poor condition and required a major rehabilitation. Due to the extent of repairs required and the need to improve the configuration of the existing interchange, further rehabilitation efforts were not recommended, as it would be more cost effective to replace the structure given the need to improve the configuration of the existing interchange. Due to its extremely poor condition, the overpass's inspection frequency has recently been changed from every three years to annually.

The existing overpass does not align with Winnipeg Street to the north causing reduced traffic flow and limiting the City of Regina's (City) ability to make improvements to the transportation network in this area. Rebuilding in the current alignment is not recommended due to the desire to improve the functionality of the interchange and the considerable impact to north/south traffic.

Administration has submitted an application to the federal government's New Building Canada Fund (BCF) Provincial-Territorial Infrastructure Program (PTIC) for the replacement of the Winnipeg Street Overpass over the Ring Road and realignment of the interchange for a total of \$28.8 million. Approval of the external funding has been requested and a fully executed funding agreement is pending.

DISCUSSION

An engineering study was completed for the Winnipeg Street Bridge realignment in 2013. This study is being used as a reference for replacement of the bridge as it was the last major study undertaken on this structure. As a result of this study, inspections have been undertaken annually to ensure that the structure remains safe for traffic and to ensure the recommendations of this study are still valid.

The options presented in the study were developed in conjunction with a value engineering workshop that included local stakeholders. The preferred option will operate at an acceptable level of service, as confirmed by traffic modelling software at full development and is the least costly of the developed options. Further refinement of this option will occur during the

preliminary and detailed design stages of this project. The study, along with the preferred option can be found in Appendix A to this report.

The physical work involved with this project includes, but is not limited to:

- Construction of a new overpass
- Modifications and realignment of the existing ramps
- Demolition of the current overpass
- Relocation of utilities
- Various intersection improvements, that may include new traffic signals and all associated works

The benefits of this project include:

- Improvements to the existing interchange that will support new residential, commercial and industrial developments to the north.
- Future additional driving lanes on the Ring Road and the potential for future grade separations at the existing at-grade railway crossings to the east.

The engineering service fees for this commission are expected to exceed \$750,000 therefore, Council's approval is required to engage consulting and professional engineering services for this project as required by *The Regina Administration Bylaw No. 2003-69, Schedule D, Section 7*.

RECOMMENDATION IMPLICATIONS

Financial Implications

The project in its entirety is estimated at \$28.8 million. The City will be required to invest \$9.6 million (33 per cent of total cost) as our share of the project. The remaining funding will come from the federal and provincial governments as part of the Provincial – Territorial Infrastructure Component – National and Regional Projects of the New Building Canada Fund. Of the overall project budget, it is estimated that the Engineering services could cost between \$700,000 and \$1,000,000. Funding for this project was approved through previously approved budget submissions.

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

This project aligns with *The Official Community Plan, Bylaw No. 2013-48 (OCP)*, specifically:

Section D1, Infrastructure, Goal 1 – Support Regional Growth, “Identify regional growth nodes and corridors and compatible land uses for each.” The addition of the growth-related infrastructure is directly aligned with this strategic priority. The infrastructure will allow for the expected increase in traffic volumes and extend the functional lifespan of the

Winnipeg Street corridor.

Section D5, Infrastructure, Goal 1 – Develop Complete Neighbourhoods, “Streets, pedestrian paths and bike paths that contribute to a network of fully connected, safe and accessible routes to all destinations.” The realignment of Winnipeg Street is directly associated with this strategic priority. This project will improve access to existing neighbourhoods and provide a vital link to proposed future neighbourhoods.

Section D1, Infrastructure, Goal 1 – Support Regional Growth, “Establish development forms that support the sustainable use of infrastructure; and.” The improvement to traffic flow is related to this strategic priority. Improved traffic flow will reduce travel times and increase capacity for commercial truck traffic adjacent to the project area.

The Winnipeg Street & Ring Road Interchange is also identified as a major project in the Transportation Master Plan.

Other Implications

The City is currently undertaking the *Ring Road Rail Crossings Feasibility Study (Study)* to identify options to eliminate the at-grade rail crossings at Ring Road between Winnipeg Street and McDonald Street. As identified in report CM18-7, there is a potential that the solution identified in the Study could impact the Winnipeg Street Overpass Realignment project. The two projects are working collaboratively to ensure a plan for the area can be realized. The final report for the Ring Road Rail Crossings Feasibility Study is expected by Q2 of 2019.

Accessibility Implications

None with respect to this report. However, the design of the new overpass will include pedestrian accommodations.

COMMUNICATIONS

None with respect to this report. However, there will be future communications regarding the design alignment and construction activities.

DELEGATED AUTHORITY

The recommendations contained in this report require City Council Approval

Respectfully submitted,

PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE



Elaine Gohlke, Secretary

City of Regina

Winnipeg Street Bridge Realignment Study Value Engineering Workshop Final Report

Prepared by:

AECOM
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306 522 3266 tel
306 522 3277 fax

Project Number:

60281653.500

Date:

May 2013

Statement of Qualifications and Limitations

The attached Report (the "Report") has been prepared by AECOM Canada Ltd. ("Consultant") for the benefit of the client ("Client") in accordance with the agreement between Consultant and Client, including the scope of work detailed therein (the "Agreement").

The information, data, recommendations and conclusions contained in the Report (collectively, the "Information"):

- is subject to the scope, schedule, and other constraints and limitations in the Agreement and the qualifications contained in the Report (the "Limitations");
- represents Consultant's professional judgement in light of the Limitations and industry standards for the preparation of similar reports;
- may be based on information provided to Consultant which has not been independently verified;
- has not been updated since the date of issuance of the Report and its accuracy is limited to the time period and circumstances in which it was collected, processed, made or issued;
- must be read as a whole and sections thereof should not be read out of such context;
- was prepared for the specific purposes described in the Report and the Agreement; and
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May 17, 2013

Sharla Cote, P.Eng.
Project Engineer
Infrastructure Planning Branch,
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City of Regina
City Hall
2476 Victoria Avenue
Regina SK S4P 3C8

Dear Sharla:

Project No: 60281653.500
Regarding: Winnipeg Street Bridge Realignment Study
Value Engineering Workshop
Final Report

Please find enclosed five paper copies and one digital (PDF) copy of the Winnipeg Street Bridge Realignment Study Value Engineering Workshop Final Report. We enjoyed working with you and your colleagues at the City and look forward to other commissions.

If you have any questions or wish to meet to discuss the Study, please feel free to contact me directly at 306.206.1031.

Sincerely,
AECOM Canada Ltd.

Allan Duff, P.Eng.
Manager, Roadways
allan.duff@aecom.com

AD:lk
Encl.
cc:

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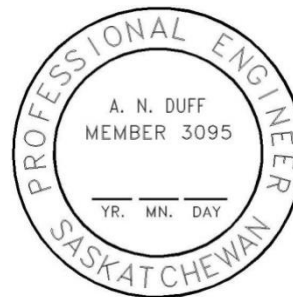
Revision Log

Revision #	Revised By	Date	Issue / Revision Description
0	Allan Duff	January 7, 2013	Draft Report
1	Allan Duff	January 9, 2013	Final Report
2	Allan Duff	April 18, 2013	Final Report

AECOM Signatures

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Executive Summary

The primary purpose of this review was to determine a method to rebuild the Winnipeg Street Bridge over Ring Road with minimal impact on road users. Studies have shown the bridge needs to be replaced. Further rehabilitation efforts are not recommended. The secondary purpose was to examine possible improvements to the interchange that would address future needs such as new development in the area, the need to add driving lanes to Ring Road and the potential for a grade separated railway crossing on Ring Road at the Canadian National Railway (CNR) Qu'Appelle Subdivision.

Rebuilding the Winnipeg Street Bridge in the existing location is the least expensive option, however, is not recommended for the following reasons:

- The Winnipeg Street Bridge would need to be closed to traffic for about a year to allow a new bridge to be built. Traffic would be redirected to other streets causing considerable hardship to many road users and businesses; and
- The existing alignment does not provide sufficient capacity for proposed future development unless significant property is acquired (Co-op Home Centre.)

After technical review and a Value Engineering review, it was concluded that the new bridge should be rebuilt west of the existing bridge location. The west location allows the existing bridge to remain in service during construction of the new bridge and Winnipeg Street would be constructed in a north/south alignment without the existing jogs. Moving the new bridge west reduces the impacts on the existing rail crossings on Ring Road and on 9th Avenue North. A negative impact of moving the new bridge west and aligning it in a north/south alignment is that the span length of the bridge is significantly increased due to the greater skew angle between the bridge and Ring Road.

The new bridge location requires geometric modification of the interchange ramps. Various options were examined to determine the best layout that would meet all future development needs. Future needs were determined by calculating traffic volumes due to residential, industrial and commercial development north of Ring Road. Traffic generation rates were based on full development of known areas and an allowance was included for potential development areas that may occur.

Figure 9.1 illustrates the geometric layout of the preferred option. The preferred option will operate at an acceptable level of service at full development and is the least costly option. The estimated cost of the preferred option is \$21.8 MM. **Table 8.1** breaks down the cost in more detail.

The preferred option salvages existing ramps as much as possible and does not require property acquisition. The critical intersection, based on potential travel delays, is the Winnipeg Street/9th Avenue North intersection. This intersection will require traffic signals to be installed immediately in conjunction with the opening of the new bridge. Traffic signals will also be required immediately at the east to northbound ramp terminal on Winnipeg Street. This intersection has a high percentage of large trucks destined to the Consumer's Co-operative Refinery Limited (CCRL) making the left turn on to Winnipeg Street. Traffic signals will address safety concerns. Other intersections may require traffic signals in the future.

The 750 mm PVC water supply main located within the centre median of Ring Road will require relocation to allow for bridge foundation work. The actual location of the water main should be accurately located prior to detailed design. Relocation work will require traffic restrictions on Ring Road during construction.

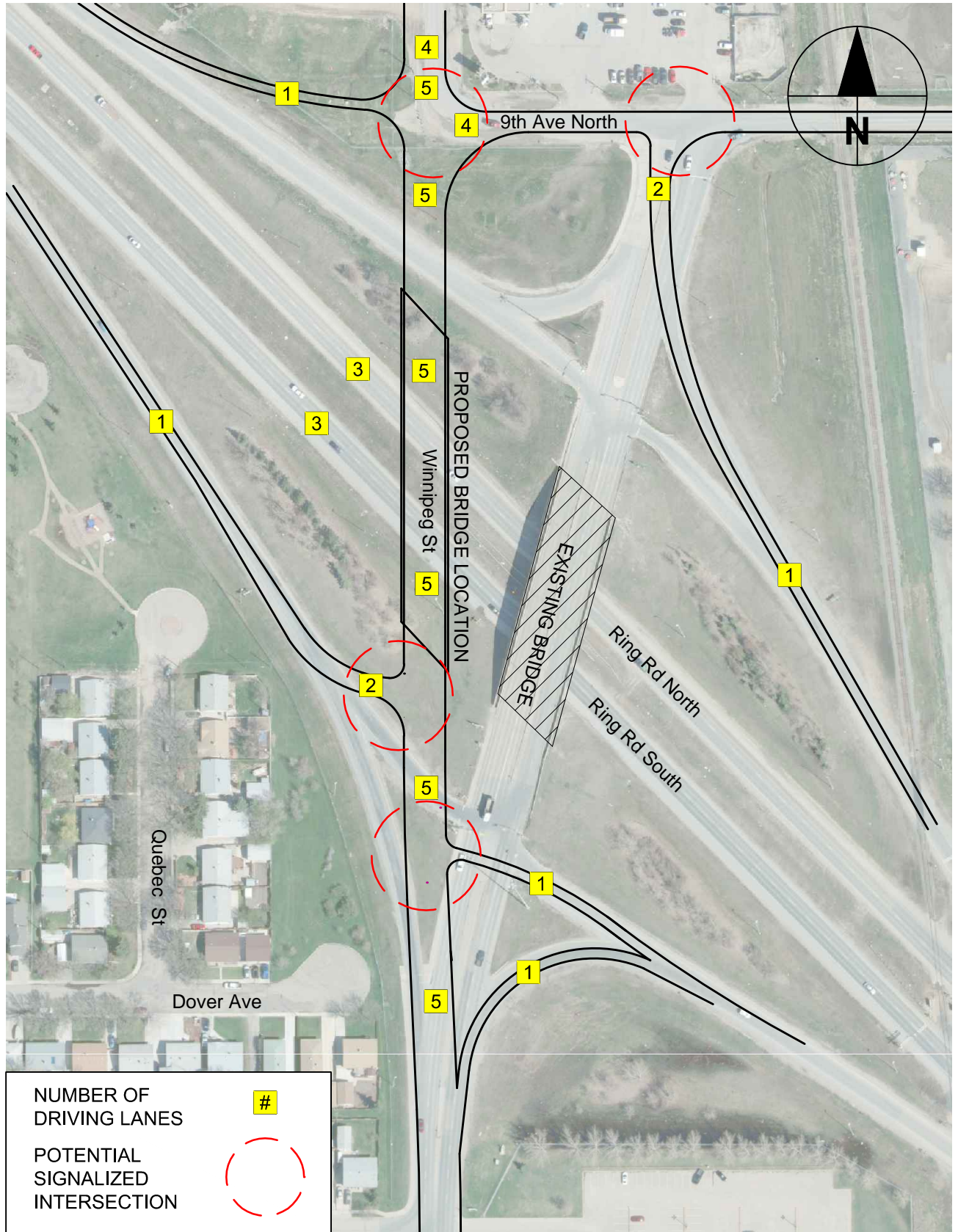


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1. Introduction

AECOM was commissioned by the City of Regina (the City) to recommend a bridge alignment for Winnipeg Street over the Ring Road. Winnipeg Street is a key north/south arterial roadway in Regina. The Winnipeg Street Bridge over Ring Road was built in 1975 and has had two major rehabilitations, one in 1989 and again in 2003. It was determined through a study in 2010 that replacement of the bridge is required and rehabilitation is no longer an option. The Winnipeg Street Bridge Alignment Study is a two-phase project:

- **Phase 1** - Identify opportunities and constraints that will influence the alignment decision and determine the benefits and costs associated with those factors. Critical factors include: careful consideration of all existing utilities, maintaining traffic during replacement of the bridge, development opportunities, land requirements/impacts, interchange configurations, connecting roadways, physical constraints and the CP railway crossing on 9th Avenue North, as well as the CP and CNR railway crossings on Ring Road.
- **Phase 2** - Undertake a Value Engineering (VE) Workshop, using the inputs developed in Phase 1 to make a recommendation for the bridge alignment based on both stakeholder input and a review of benefits and costs. This will include the development of qualitative and quantitative criteria to assist in the review of the benefits and costs of each scenario.

The recommendations will include, but will not be limited to the preferred bridge alignment, connecting roadways, interchange configurations and recommended traffic control for both railways and adjacent intersections. The Study will list all issues that should be considered during the detailed design phase and list the next steps.

2. Background

2.1 Background Reports

There have been a number of studies conducted that have involved the traffic operations of the study area intersections, as well as the bridge condition. Past studies include the North East (NE) Sector Road Network Study, the Consumer's Cooperative Refineries Ltd. (CCRL) Expansion Site Impact Traffic Study and the Truck Access Study. These reports included a review of 9th Avenue North and the surrounding area. As part of this study, these reports were reviewed and pertinent information was documented.

The NE Sector Road Network Study consisted of a review of the NE area of Regina which included the intersections on Winnipeg Street at 9th Avenue North and the Winnipeg Street and the Ring Road ramp intersections. The expansion of the CCRL refinery and the impact it would have on the infrastructure surrounding, was analyzed in the CCRL Expansion Site Impact Traffic Study. The Truck Access Study assessed truck traffic on 9th Avenue North between Winnipeg Street and McDonald Street, particularly at the Tank Truck Entrance. The study provided some safety improvements which were implemented by the City. The information and analysis collected in these reports was utilized during the course of this study.

The most recent report evaluating the bridge structure was prepared by Stantec Consulting Ltd. in November 2010. The Winnipeg Street Overpass at Ring Road Rehabilitation - Pre-Design Report conducted a detailed testing program and visual inspection to establish the current condition of the individual bridge elements, and analysis to identify rehabilitation work that addresses concerns related to safety, functionality, service life, utilities and aesthetics.

A subsequent memo to the previous report was prepared in December 2010 that confirmed delaying rehabilitation work at the Winnipeg Street Bridge for one (1) to two (2) years would pose no serious issues, although the City should consider not performing rehabilitation and using the money to fund a replacement structure. This recommendation was made in light of new information that several large projects and developments were expected in the area of the bridge rehabilitation that would generate additional traffic along Winnipeg Street. The City accepted the recommendation to replace the structure.

2.2 Previously Identified Area Road Network Improvements

The following key roadway infrastructure improvements near the study area have been previously recommended through the City of Regina Road Network Plan, the North East Road Network Study, as well as other relevant studies:

- Traffic signals required at the intersections of Fleet Street and McDonald Street (installed in 2010), 9th Avenue North and McDonald Street (installed in 2010), the Winnipeg Street and Ring Road ramps (installed in 2010) and the intersection of 9th Avenue North and Winnipeg Street (pending). Traffic signals were required to ease capacity concerns as a result of existing congestion and construction traffic related to the CCRL expansion.
- Ring Road (north of Dewdney Avenue) is a link that will have inadequate capacity in the future. The addition of a third eastbound lane along the Ring Road from Albert Street to McDonald Street has been recommended and is in the City's five-year capital expenditure program (2010 to 2014 General Capital Program). Grade-separation or rail relocations should be investigated as part of this project.
- For the lands northwest of Ross Industrial Park, Winnipeg Street is one of the only roadways that provide north-south access into this area. Winnipeg Street, north of Ring Road, has been identified as requiring widening and/or road upgrades to serve as a future arterial roadway.

- 9th Avenue North between Winnipeg Street and McDonald Street does not presently meet City of Regina Roadway Standards. Inadequate road width, unprotected roadside hazards, lack of provision for pedestrians and steep side slopes all contribute to safety and capacity issues for road users. A recent study has recommended that 9th Avenue North between Winnipeg Street and McDonald Street be widened to meet the minimum standard for an Industrial Collector Road (13.4 m pavement width with two-3.7 m driving lanes and two-3.0 m shoulders).
- Inland Road and Tower Road have both been identified as being part of the Northeast Bypass. These roads, presently under the jurisdiction of the Rural Municipality of Sherwood, are long term initiatives, but may be beneficial to providing an upgraded highway network to service these industrial lands.
- The City is redesigning a new access road to the bulk water station near the Mount Pleasant Sport Park located on Winnipeg Street North. A detailed design has been prepared realigning the curve at the intersection of Winnipeg Street North and 9th Avenue North, and replaces it with a 3-leg intersection. The third leg is the new entrance to the bulk water station, as well as a main access to the Mount Pleasant Sport Park. The exit to the bulk water station is a new access located approximately 80 m to the north, aligning with a driveway for the Co-Op Home Centre. The new intersection is proposed to operate as an all-way-stop controlled intersection.

3. Study Area

There are numerous constraints within the study area that must be considered when generating alignment options, such as presence of residences or businesses within the study area, buried and above ground utilities and railways and future road network modifications. These constraints are presented in more detail in this section. The constraint of most concern is existing residential or commercial structures or above-ground utilities that may require relocation. These are generally considered the highest level of constraint due to the high cost of relocation and high degree of impact on the property owner. Proposed development is also considered to be a constraint, albeit to a lesser extent than if development already exists.

3.1 Key Roadways

The overall study area is illustrated in **Figure 3.1**. The primary focus of this study will be to make a recommendation for the alignment of the Winnipeg Street Bridge, which determines how the bridge is to be replaced. The function and form of the following roadways have a significant impact on the recommended bridge alignment and should be considered as inputs into the VE criteria:

Ring Road

Ring Road is an east/west, four-lane controlled access roadway (freeway). It is an extension of the Trans-Canada Highway that bypasses the city on the north/east side. Ring Road has a speed limit of 100 km/h. It serves as a high speed connection between Regina's east and northwest suburbs and commercial districts within Regina's industrial centre. There are two at-grade railway crossings with 10 to 20 trains per day. There can be significant delays experienced at those two crossings.

Winnipeg Street

Winnipeg Street provides direct access to the Uplands Neighbourhood via 12th Avenue North, as well as the Northeast neighbourhoods (i.e. Churchill Downs, City View, etc.) directly south of the Ring Road. It also provides access via 9th Avenue North to the Mount Pleasant Sports Park, Co-op Home Centre and the CCRL Heavy Oil Upgrader and other industrial developments in the area.

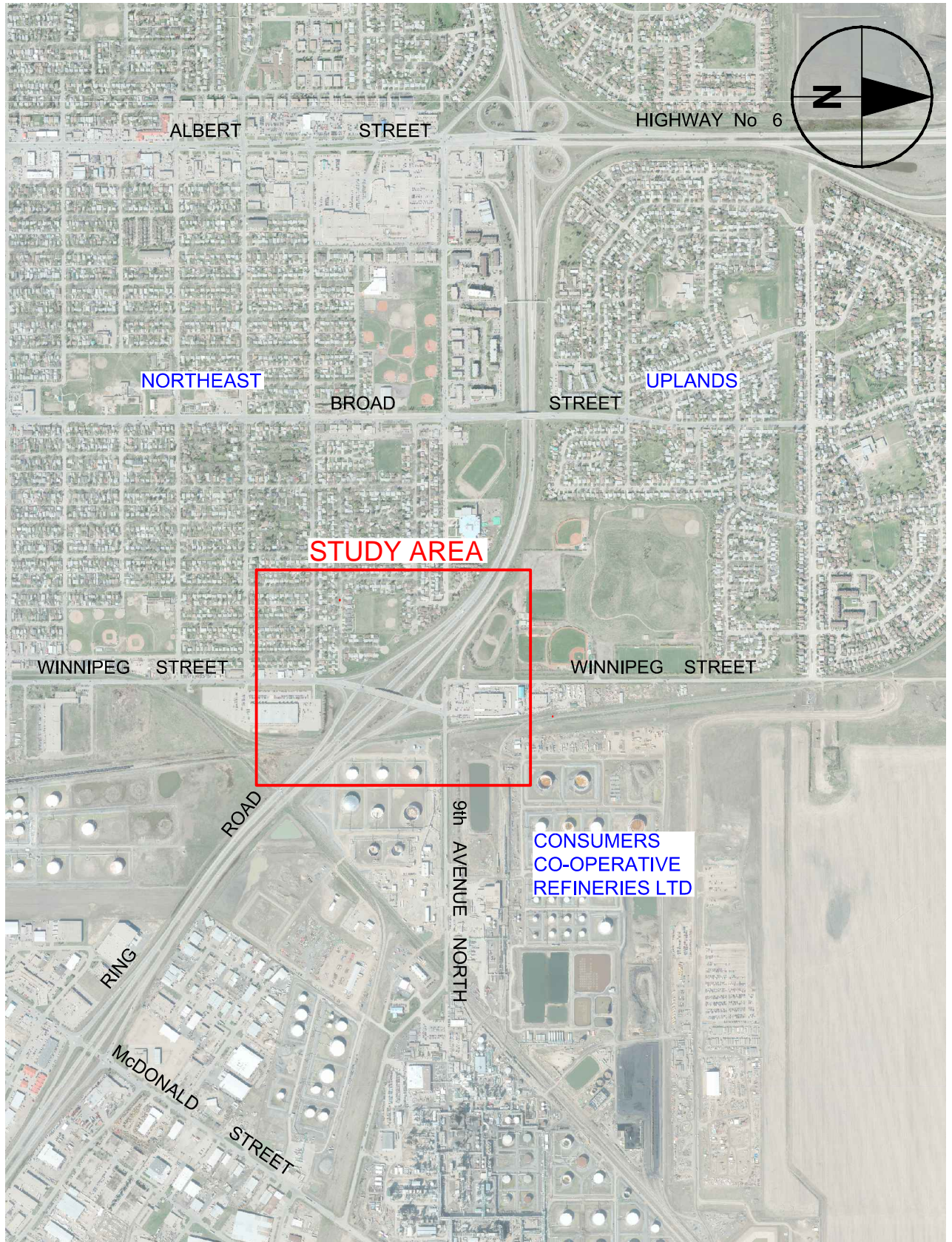
South of the Ring Road, Winnipeg Street is a north/south, four-lane undivided roadway with a speed limit of 50 km/h. Winnipeg Street north of 9th Avenue North is a two-lane arterial roadway with a 6.9 m travel width, no shoulders, steep 3:1 side slopes and no room for pedestrians or cyclists. The speed limit along this roadway section is 60 km/h. It is a substandard road. This road should be upgraded to meet the City's geometric standards.

9th Avenue North

9th Avenue North between Winnipeg Street and McDonald Street is classified as an Industrial Collector Roadway. It is primarily used to transport motorists from Winnipeg Street to McDonald Street; however, this corridor also serves a bulk fuel station for CCRL. Heavy trucks use this roadway to ship fuel from this bulk fuel station to various locations in Saskatchewan and across Canada. There has also been a significant increase in the traffic due to increased operations in CCRL over the past several years.

It is a two-lane rural cross-section roadway with gravel shoulders, narrow ditches and steep side slopes. The posted speed limit is 50 km/h. The pavement width measures 6.7 m with 0.9 m shoulders. The entire width from edge of shoulder to edge of shoulder is 8.5 m. The total right-of-way width varies, however, with the width being 24.3 m east of the CNR tracks, and 20.0 m west of the CNR tracks. There are no turning bays to accommodate turning vehicles.

Based on the City's standards, the roadway does not meet the minimum requirements of an Industrial Collector Roadway. The City of Regina standards require a minimum roadway width of 13.4 m for an Industrial Collector Roadway.



3.1.1 Ring Road Widening

There has been a recommendation to widen Ring Road by adding additional lanes from Albert Street to McDonald Street. This widening project will impact the widening and lengthening of ramps, relocation of railway crossing lights, signs and utilities and reconstruction of bridge embankments at the Winnipeg Street Bridge.

This widening project should include further study prior to the detailed design and construction to determine the feasibility and extent of the widening, the widening and lengthening of ramps, relocation of railway crossing lights, signs and utilities and reconstruction of bridge embankments.

Opportunities to consider grade separations at the two rail crossings should be examined as part of this project.

3.1.2 9th Avenue North Upgrades

The need for widening this roadway from two-lanes to four-lanes is not necessarily required from a capacity perspective, based on forecast traffic volumes. However, from a safety perspective, the narrow road and steep side slopes pose structural concerns that the road may not be capable of withstanding an increase in heavy truck traffic. 9th Avenue North should be maintained as a rural cross-section, two-lane roadway. To improve safety, the roadway should be upgraded to current standards. The lane widths should be widened to 3.7 m and should include a 3.0 m shoulder on each side.

Further, the right-of-way is narrow with extensive development of both sides of 9th Avenue North. Any kind of widening will likely be expensive because it will involve utility relocation, especially on a section west of the CN Rail crossing.

To improve the operating conditions at the intersection of Winnipeg Street and 9th Avenue North, it has been recommended that the intersection be signalized, with an inter-connection with the CPR railway crossing.

3.2 Structural Condition

The Winnipeg Street Overpass at Ring Road was constructed by the City in 1975, as part of the Ring Road facility. The four (4) span structure is a mix of precast concrete girder types which include:

- Exterior Spans 1 and 4 – Interior box beam multi-spine girders with exterior FC channel girders;
- Interior Spans 2 and 3 – FC channel multi-spine girders;
- Strip seal expansion joints at each abutment and pier; and
- Supplementary supports at the piers for Span 2 and 3 FC girders.

A general elevation view of the structure is provided in **Figure 3.2**.



Figure 3.2 General Elevation of Existing Structure

Since the structure was placed into service, it has been subjected to the following repairs and rehabilitations:

- 1989 - Major rehabilitation to install a waterproofing membrane, modified expansion joint glands and installation of structural supports at the piers for girders at spans two and three to address the structural deficiencies of the FC girders and spot repairs to the surfaces of the concrete deck and barriers; and
- 2003 - Repairs to the asphalt wearing surface, longitudinal joints, barriers and medians. The purpose of this rehabilitation was to extend the life of the 1989 repairs in order to delay the major rehabilitation, which tentatively included a lateral stressing system.

Since 2001, a regular inspection and testing program has been implemented which produced two deck testing reports completed in 2001 and 2008, and detailed visual inspections in 2007, 2010 and 2012.

A predesign report prepared by Stantec Consulting Ltd. in 2010, outlined various rehabilitation strategies for the overpass, given its current condition, based on the deck testing reports from 2001, 2008 and additional testing in 2010. It is apparent from the test data that chloride-contaminated concrete exists in the bridge deck, barriers and substructure. This is evident from our 2012 visual inspection which noted delaminated and spalled areas of concrete. Representative photographs of this damage are provided in **Figure 3.3**.



Typical delamination/spalling at pier.



Typical spalling/corrosion of girder reinforcing steel at pier.

Figure 3.3 Typical Damage (2012 Inspection)

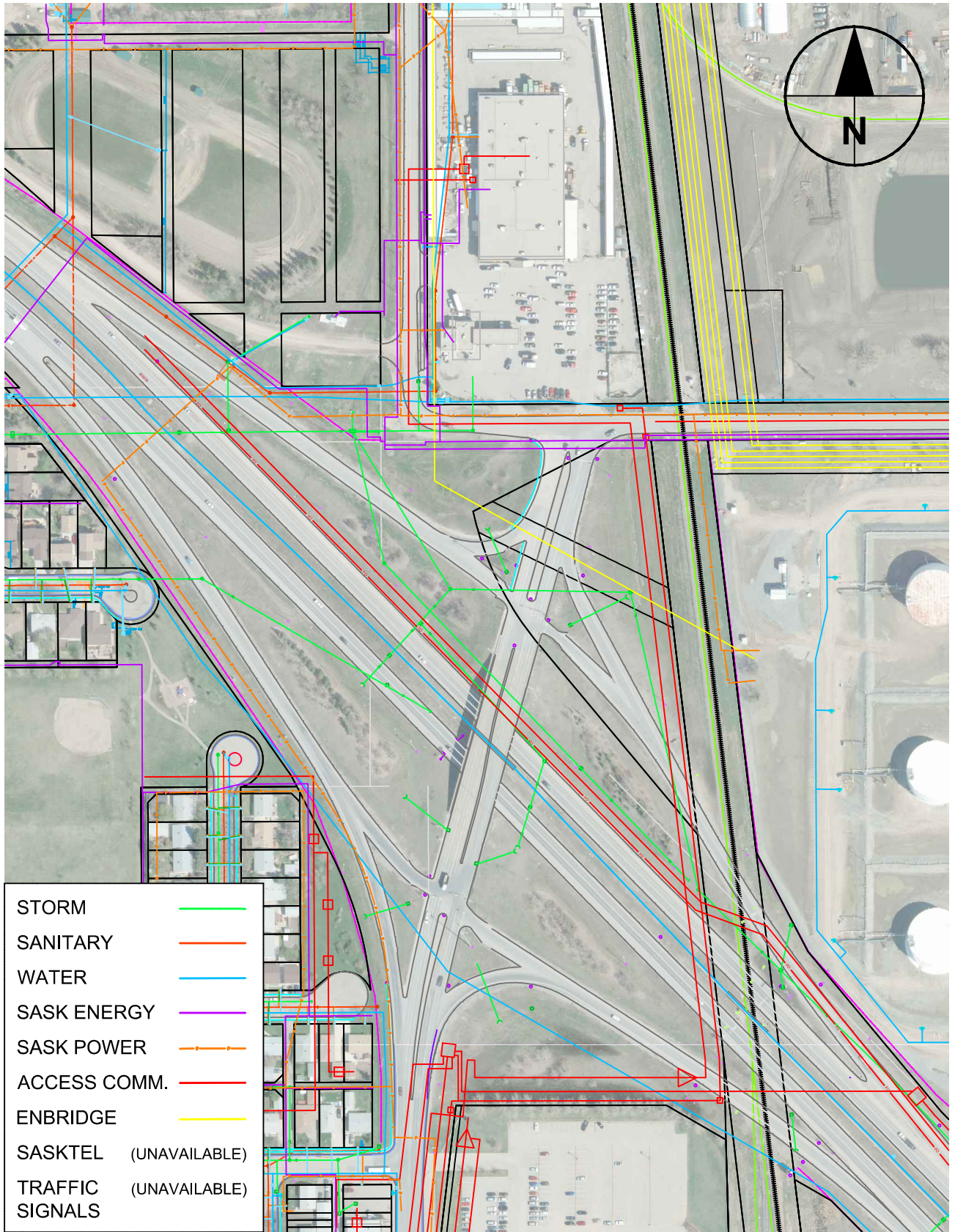
Given the current condition of the structure, the most cost effective repair strategy based on the life cycle analysis contained in the 2010 predesign report, is to allow the structure to continue to deteriorate until replacement is required in an estimated 8-10 years. Rehabilitation costs are estimated at \$4.8M, which represents almost 60 percent of the cost of a new structure at this location. It may be possible to salvage certain components of the substructure. Full replacement of the bridge provides an opportunity to increase span lengths to accommodate future widening of Ring Road.

A load rating was performed as part of the 2010 predesign report. There are no current issues regarding the structural capacity of the bridge.

3.3 Utilities

There are a high number of underground and overhead utilities within the project area. The utilities include gas and oil transmission and distribution pipelines, telephone, electrical power distribution lines, water supply mains and sewage mains belonging to private companies, crown corporations and municipal government.

It is unlikely that the presence of utilities will impact the selection of bridge alignment options as impacts will be similar for each option. However, constructing a road over or under those utilities will impact the cost of the new road and are included in the project cost estimate. There are several large diameter gas pipelines and City of Regina sewer and water lines that must be considered when setting vertical grade lines. **Figure 3.4** illustrates key area utilities in the subject area. The utilities of concern are listed below the figure page:



Enbridge Pipelines

This company has five major pipes within the project area. Four pipes (508 mm, 864 mm, 508 mm and 610 mm) which are east of, adjacent to and parallel to, the CPR Lanigan Subdivision from just south of 12th Avenue North to/and across 9th Avenue North. The fifth 1220 mm line is located just outside the east Winnipeg Street road allowance on a 3 m easement. The pipe follows Winnipeg Street from just south of 12th Avenue North to south of 9th Avenue North and crosses diagonally southeasterly to the Enbridge complex.

Plains Midstream Pipelines

This company has one medium sized diameter pipe (406 mm) within the project area. It is located east of and parallel to the Enbridge pipes, from just south of 12th Avenue North to and across 9th Avenue North, into the Enbridge complex.

CCRL Refinery

This company has two small diameter pipes (168 mm) within the project area. They are located east of and parallel to the Plains Midstream pipe, from just south of 12th Avenue North for a distance of approximately 400 m before entering the CCRL complex.

Access Communications

This communications company has a fibre optic line running along the north side of Ring Road through the project site. Access Communications also provides service to the Sherwood Home Centre from the south (near Staples Call Centre), northward crossing Ring Road and along the west side of CPR Lanigan Subdivision to 9th Avenue North, westward to Winnipeg Street and northward to the Home Centre. It also has several buried lines along Winnipeg Street from 6th Avenue North to north of the Staples Call Centre.

SaskPower

A significant overhead line is located along the north side of 9th Avenue North from the CCRL complex, westward to Winnipeg Street. This line connects to an overhead power line along the west side of Winnipeg Street from 9th Avenue North to just south of 12th Avenue North. Two branch power lines are split off from the Winnipeg Street power line. Both splits are to the east of Winnipeg Street at 12th Avenue North and approximately 400 m south of 12th Avenue North.

SaskTel

SaskTel's facilities primarily consist of underground formations outside the immediate overpass location. It has underground formations running east-west, immediately north of 7th Avenue, along the west side of the CPR Lanigan Subdivision (from Staples to 9th Avenue North) and for a short distance along the north side of 9th Avenue North (from the CPR to the Home Centre). It also has a few underground crossings of Winnipeg Street and north of 9th Avenue North.

SaskEnergy

A 219 mm Elevated Pressure (EP) gas line is located 4 m inside the west property line of the Winnipeg Street road allowance from 9th Avenue North to 12th Avenue North. Two (168 mm and 114 mm) EP gas lines are located along the south property line of the 9th Avenue North road allowance, from Winnipeg Street eastward to the CNR Qu'Appelle Subdivision crossing of 9th Avenue North.

Several ancillary buried smaller (114 mm) gas lines are also located within the 9th Avenue North and Winnipeg Street intersection.

City of Regina

The City has numerous underground facilities within the project site, including water supply and storm water mains, which are briefly described below:

- **Water** - A 750 mm PVC water supply main constructed in 1995 is located within the centre median of Ring Road. A 500 mm steel water supply main constructed in 1976 is located along the south property line of Ring Road. A 300 mm asbestos cement water line is located along the north side of 9th Avenue North, from Winnipeg Street to the CCRL complex.
- **Storm** - A series of underground concrete pipes constructed in 1974 serves to provide storm water drainage from all quadrants of the interchange. Included are two Ring Road crossings on either side of the overpass, two crossings of Winnipeg Street (north ditch of Ring Road and north intersection of the diamond interchange), a skew crossing of each of the northeast off-ramp and northwest on-ramp. All of the above lines converge and meet in the northwest quadrant. From that point, a single 1050 mm line drains northwest and connects with a 1500 mm major storm main running along the south side of 9th Avenue North. The 1500 mm line originates in the vicinity of the Co-op Home Centre and drains westward.

3.4 Railways

There are two railways that pass through the project area; the Canadian Pacific Railway (CPR) Lanigan Subdivision and the Canadian National Railways (CNR) Qu'Appelle Subdivision.

CPR Lanigan Subdivision

This railway subdivision connects Regina to Saskatoon via a single track. This main line handles about ten train crossing movements per day. The number of mainline trains does vary with the demand for potash. The number includes a switcher which serves CCRL, EVRAZ Steel Mill and surrounding area. This switcher typically leaves the Regina yard at 2:30 p.m. and returns after switching the industries.

The road crossings of the CPR Lanigan Subdivision all have automatic crossing warning devices (flashing lights and bell) within the project site. The at-grade crossings include Ring Road, 9th Avenue North and Winnipeg Street. The 9th Avenue North crossing also has gates. Immediately south of the Winnipeg Street overpass, the CPR Lanigan Subdivision crosses the CNR Qu'Appelle Subdivision at a diamond crossing. Train traffic over the diamond crossing is controlled by a railway controlled signal system.

CNR Qu'Appelle Subdivision

This railway subdivision connects Regina to Melville, Saskatchewan via a single track. CNR operates a daily freight train to and from Melville. The train departs Regina at approximately 9:00 a.m. and returns around 6:00 p.m. During the fall, CNR may operate additional freight trains on an 'as required' basis. These freight trains usually depart late evening (approximately 10:00 p.m.) and return the following morning at about 6:00 a.m. These movements may occur two or three times per week. CNR also provides a switcher service to Enbridge and CCRL on a daily basis. Thus, in total, this main line currently handles up to about six train crossing movements per day.

A track expansion is planned for the Victoria Plains area, about 1.5 km northeast of CCRL. It is uncertain at this time if this expansion will lead to an increase in the number of train movements over the Winnipeg Street, Ring Road and 9th Avenue North crossings.

The road crossings of the CNR Qu'Appelle Subdivision all have automatic crossing warning devices within the project site. The at-grade crossings include Winnipeg Street (south of the overpass), Ring Road and 9th Avenue North. As noted above, immediately south of the Winnipeg Street overpass, the CPR Lanigan Subdivision crosses the CNR Qu'Appelle Subdivision at a diamond crossing. Train traffic over the diamond crossing is controlled by a railway controlled signal system.

3.4.1 Crossing Protection Guidelines

Transport Canada has guidelines to determine the type of traffic control at all at-grade rail crossings. The guidelines include the use of a cross product formula as a means of determining when a new crossing or an existing at-grade crossing should be considered for upgrading to a grade separated crossing (overpass or subway). The cross product is the sum of the daily vehicle traffic volumes, multiplied by the daily number of train movements.

Generally, a grade crossing must not be constructed if (a) train speeds on the line of railway exceed 80 mph; or (b) the road is a freeway, as classified in the Geometric Design Guide. In these instances, a grade separation should be provided.

Table 3.1 summarizes the cross product calculations for existing traffic conditions. Daily traffic volumes are sourced from the City's 2009 Annual Traffic Flow Map. Cross products greater than 200,000 indicate a grade separation may be required. Gates are typically provided for cross products greater than 50,000.

Table 3.1 Crossing Protection at Railway Crossings

Track	Existing Trains per Day	Crossing	Existing Daily Traffic Volumes (vpd)	Cross Product
CP Lanigan	10	9 th Avenue North	6,600	66,000
	10	Ring Road	34,800	348,000
CN Qu'Appelle	6	Ring Road	34,800	208,800

3.4.2 Rail Relocation

History of City of Regina Rail Relocation Program

In the mid 1960's, the City envisaged an opportunity to relocate the main tracks and marshalling yards of the two national railways to the perimeter of the city. The vision was to rid the City of train tracks, noise, vehicular delay at grade crossings, crossing accidents and to develop the released rights-of-way into a dedicated bus way corridor and station grounds to commercial and residential use. As the concept plan was refined in the 1970's, 11 different relocation projects evolved to make up the overall rail relocation scheme.

The City of Regina, by agreement with the two railways and with funding contributions from the federal Grade Crossing Fund, completed relocating the first three projects (commonly referred to as Projects 1 to 3, inclusive) in 1975 on the east side of Regina. These projects removed railway main lines which subsequently enabled the construction of the Highway No 1 Bypass and Arcola Avenue. In 1980, the City completed a fourth project, freeing up the right of way for the Lewvan Drive roadway project.

Further to the City's application, in 1978 the Canadian Transport Commission issued a Construction Board Order for the relocation of the CNR Qu'Appelle Subdivision (Project 5) into a north/south corridor, east of the CCRL complex, through the middle of Section 4 Twp 18 Rge 19 W2M. This relocation would eliminate the at-grade crossing of this track with the Ring Road. The order was never enacted, with a very strong objection by CPR.

In the 1980's, the City applied to the Canadian Transportation Commission for a decision to relocate the CNR marshalling yard, the CNR Central Butte, Craik and Qu'Appelle Subdivisions, along with the CPR Lanigan Subdivision, to a corridor around the north side of the City. Two of the components included relocating the CPR Lanigan and CNR Qu'Appelle Subdivisions into a joint operating north/south corridor as described above.

An affirmative decision and accompanying construction orders were handed down in 1987; however, a lack of sufficient funding led the City to withdraw its pursuit of the relocations. Of noteworthy interest, both the respective federal and provincial Ministers sanctioned the Environmental Impact Assessment for the projects.

In the late 1980's and early 1990's, the City unsuccessfully tried to facilitate a compromise with the two railways to relocate the CNR Qu'Appelle Subdivision, with the addition of the CPR Lanigan Subdivision, into a joint operating corridor. The relocation of both tracks would have a significant impact on the delays and safety at the existing Ring Road at-grade crossings.

Current Opportunities

Since the early 1990's, the City has tried to maintain the corridor unencumbered so that the opportunity to negotiate a relocation of either or both the CNR Qu'Appelle and the CPR Lanigan Subdivisions, could be facilitated. The corridor is slowly being challenged with the expansion of CCRL, City of Regina Landfill and general development.

Any other corridors would involve relocating the tracks further east, around the expanded CCRL complex, at a greatly increased (capital and long-term operating) cost.

The City has reserved additional road right-of-ways at McDonald Street and Ross Avenue to accommodate future subways, in the event that rail traffic was diverted into this corridor. Furthermore, it should not be overlooked that the City, in foresight, constructed a third set of bridge abutments on the north side of the Ring Road subway (under the CPR mainline) to accommodate the potential relocation of the CPR Lanigan Subdivision. If either track should be relocated to the CPR mainline corridor, there would be a significant reduction in vehicular delays and improvement in safety on Ring Road and higher operating rail costs.

3.5 Study Area Developments

For this review, new or proposed industrial, commercial and residential developments are being identified in order to update forecast traffic volumes and identify any constraints to the alignment of the bridge. There are no identified proposed developments within the immediate area that are anticipated to affect the alignment of the bridge.

Key area developments include:

Melcor (ERIL) Lands

A total of 300 ha of new industrial and commercial development (East Regina Industrial and Business Lands (ERIL) is located east of the Ross Industrial Park and is bordered by Highway No. 46 to the north, Fleet Street to the west, Prince of Wales Drive to the east and the Glencairn neighbourhood to the south. It is assumed that these lands will fully develop within the 25 year forecast horizon for this study. This area will include Light Industrial and Business District, a Mixed Industrial and Business District, a Rail Service District and a Commercial Service District. This area has the potential to generate up to 2,800 vph in the afternoon peak hour.

Ross Avenue Industrial Park

The next phase of development for Ross Industrial Park includes approximately 57 ha of land. A concept plan for the area was previously developed in the early 1980's and the area subdivided. The area is bounded by railway lines on the west and south limits of the area, Fleet Street on the east and Turvey Road on the north. Highway No. 46 is located approximately 800 m to the north. The North Storm Drainage channel crosses the proposed development area from east to west. The SGI site was developed in 2001 south of the drainage channel. Areas west of Fleet Street are currently undeveloped.

Consumers' Co-operative Refineries Limited (CCRL)

CCRL occupies in excess 60 ha of land located east of Winnipeg Street, north of 9th Avenue North and McDonald Street and east of Fleet Street. CCRL are completing a major expansion and revamping of the Regina refinery to increase production by approximately 30 percent. Construction started in 2010 and will be complete in 2013. About 1,800 workers will be required at the peak of construction and, after the expansion and revamping is complete, it is expected that the permanent staff complement on-site will increase by approximately 150 employees.

Traffic signals were installed at the intersections of McDonald Street and Fleet Street, McDonald Street and 9th Avenue North and the two interchange ramp terminals at Winnipeg Street and Ring Road, to assist with construction related traffic.

A substantial amount of the product is shipped to consumers via truck transport. Product is shipped from two loading points. One loading point is located on the west side of McDonald Street, just south of 9th Avenue North. The other is located on the north side of 9th Avenue North between Winnipeg Street to the west and McDonald Street to the east.

CCRL has advised that approximately 4,000 trucks are loaded on a monthly basis. Assuming a typical five day week would accommodate most of the traffic from the refinery, approximately 200 trucks, with tanks, are loaded on a daily basis. Furthermore, more loadings take place during the spring and fall times of the year in support of the agricultural industry.

CCRL employees working in the truck loading area adjacent to 9th Avenue North usually start work between 7:00 and 7:30 a.m. Quitting time is 4:20 p.m. for in-scope staff and from 4:30 to 5:00 p.m. for out-of-scope staff.

City of Regina Landfill

The City has operated the Fleet Street Solid Waste Disposal and Recovery Facility since 1961. The facility is located northeast of the city in the west half of Section 3-18-19 W2M. The City has proposed expanding the existing site to the south and west of the existing footprint. Currently, the site accepts approximately 450 vehicles per day, on the average, with peak daily traffic of 1,200 vehicles per day; commercial vehicles comprising 44 percent of the vehicles; small vehicles, 48 percent; and City vehicles, 7 percent of vehicles. Traffic volumes to the landfill have increased approximately 0.3 percent per year from 2000 to 2007. Primary access to the landfill expansion will remain on Fleet Street with no new proposed connections to McDonald Street. New exit and entrance configuration onto Fleet Street, as well as traffic signals, may be required to provide for the safe control of traffic crossing Fleet Street. Long term expansion plans may require the realignment of Fleet Street.

Kensington Greens

Kensington Greens is a proposed residential development approximately 40.2 ha (99.3 acres) in size. It is bordered by the 1000 m IPSCO buffer to the north, Uplands to the south, the Canadian Pacific Railway to the east and the Highway No. 6 Service Road to the west. A total of 550 residential units are proposed and some phases of the development are currently underway.

Kensington Greens will generate an estimate of total trips of 510 vph in both directions (i.e. in and out of the subdivision) during the afternoon peak hour. Thirty percent of this traffic has been assigned to Winnipeg Street (an equivalent of 150 vph or 1500 vpd).

Somerset

Somerset is a proposed residential development approximately 56.7 ha (140 acres) in size. It is located in the north portion of the Uplands Community, adjacent to the NE side of the CP rail line. While it is intended to be primarily residential in nature, it is proposed that there will be a commercial node. The expected population is 3,630 upon build out. A total of 1,400 residential units are proposed.

Winnipeg Street is expected to be the only point of entry into the proposed development. Somerset could generate up to 1,750 vph in both directions (i.e. in and out of the subdivision) during the afternoon peak hour. A total of 65 percent of Somerset traffic would route to 9th Avenue North, or an equivalent of 1,140 vph.

The City had not formally approved this development, however; for the purpose of generating future traffic volumes, it was assumed the Somerset residential development or some other similar development will occur in this area.

3.6 Local Access

There are a number of key access points that will need to be maintained or relocated:

Bulk Water Access Road

The City is redesigning a new access road to the bulk water station near the Mount Pleasant Sport Park located on Winnipeg Street North. A detailed design has been prepared that realigns the curve at the intersection of Winnipeg Street North and 9th Avenue North, and replaces it with a 3-leg tee intersection. The third leg is the new entrance to the bulk water station, as well as a main access to the south portion of the Mount Pleasant Sport Park. The exit to the bulk water station is a new access located approximately 80 m to the north, aligning with a driveway for the Co-Op. The new intersection is proposed to operate as an all-way-stop controlled intersection.

There will be approximately 55 m between this new intersection and the 9th Avenue North and Winnipeg Street intersections. The intersection spacing is just short of meeting the minimum intersection spacing of 60 m for collector roads.

Commercial Developments

The north leg of the Winnipeg Street and 9th Avenue North intersections is the main access to the Co-op Home Centre retail store and gas bar. The design will need to consider how to provide access to this development.

3.7 Traffic Accommodations

Maintaining traffic during replacement of the bridge is a critical issue for local residents of Uplands and Churchill Downs subdivisions, as well as the adjacent businesses and the CCRL refinery. Approximately 12,000 vehicles per day drive on the Winnipeg Street Bridge. A significant percentage of the vehicles are large tanker trailer units from the CCRL refinery. Using traditional bridge replacement methods, the bridge would be out of service for at least a year.

Capacity

Closure of the Winnipeg Street Bridge will require the 12,000 vehicles that presently use the Winnipeg Street Bridge daily to choose alternate routes. The Winnipeg Street Bridge over Ring Road is one of few points of access for heavy truck traffic leaving Ross Industrial Park and is the only access to Ring Road for Upland's and Kensington Green's residents. There is limited capacity at the other Ring Road crossings (McDonald Street, Broad Street and Ross Avenue), such that fully closing the Winnipeg Street Bridge would cause significant congestion at the other bridges.

Safety

In addition to capacity concerns with Winnipeg Street traffic being detoured to other streets, safety is also a concern. Emergency access to the CCRL refinery is critical and at least two separate accesses should be available at all times. Uplands subdivision will also only have one easily accessible access during construction. Ring Road forms a barrier between the Uplands subdivision and CCRL with fire, police and ambulance.

3.8 Drainage

Adequate trunk sewers exist in the immediate area to provide drainage. Drainage will be a minor consideration when selecting the recommended bridge alignment option, as each option considered will have the same drainage impacts and concerns.

4. Traffic Conditions

4.1 Key Intersections

Winnipeg Street and 9th Avenue North is an all-way-stop controlled intersection. Traffic signals at this location are pending. All approaches are single lane approaches with no auxiliary lanes, except for the south leg of Winnipeg Street, which provides separate right and left turn lanes. The north leg provides access to a commercial development and gas bar. The west leg is wide enough to provide separate right and through lanes, although it is not signed nor painted as such. There is also a gated railway crossing approximately 35 m east of this intersection.

Winnipeg Street, Ring Road North Intersection and South Intersection form part of the Winnipeg Street and Ring Road interchange. These two intersections have been signalized since June 2010. Single auxiliary lanes have been provided for the southbound and northbound left turns.

4.2 Performance Measures

A capacity analysis was conducted on the study area using Synchro plus SimTraffic Version 8.0. Synchro is a software application for optimizing traffic signal timing and performing capacity analysis. The software optimizes splits, offsets and cycle lengths for individual intersections, an arterial or a complete network.

Performance Measures such as Average Delay, Level of Service (LOS) and Volume to Capacity Ratios (v/c) are summarized by intersection for each timeframe and peak hour analyzed.

LOS ranges in definition from LOS A, which provides the highest level of operational service to intersection users, to LOS F, which constitutes failure of the intersection or the turning movement being studied. Overall intersection LOS is based on intersection delay; the intersection delay is the average weighted delay per vehicle at the intersection. LOS D is commonly considered the limit of acceptable operation. Significant delays in traffic can occur below this level. Under certain circumstances, an LOS E is acceptable for left turn movements, only in an attempt to provide improved level of service for opposing through traffic or when the corresponding v/c ratio is less than 0.85.

Note that the LOS criteria for an unsignalized intersection are different from what is used for signalized intersections. The LOS for signalized intersections is based on average stopped delay time per vehicle. The LOS for unsignalized intersections is based on the minimum time interval between vehicles in a major traffic stream that permits side-street vehicles at a STOP-controlled approach to enter the intersection.

Table 4.1 shows LOS criteria for signalized and unsignalized intersections.

Table 4.1 LOS Criteria for Signalized and Unsignalized Intersections

Level of Service	Average Total Delay (seconds) [Signalized Intersections]	Average Total Delay (seconds) [Unsignalized Intersections]
A	10.0 or less	10.0 or less
B	10.1 to 20.0	10.1 to 15.0
C	20.1 to 35.0	15.1 to 25.0
D	35.1 to 55.0	25.1 to 35.0
E	55.1 to 80.0	35.1 to 50.0
F	Greater than 80.0	Greater than 50.0

For this analysis, the following minimum acceptable LOS was used in the evaluation: an overall intersection LOS D, LOS D for through movements and LOS E for left turn movements. The volume to capacity (v/c) ratio represents the sufficiency of an intersection to accommodate the vehicular demand for each movement. A v/c ratio less than 0.85 generally indicates that adequate capacity is available and vehicles are not expected to experience significant queues and delays. Once the demand exceeds the capacity (a v/c ratio greater than 1.0), excessive delay and queuing is expected. Under these conditions, vehicles may require more than one signal cycle to pass through the intersection. A v/c ratio of 0.85 is generally used for design and signal timing purposes.

4.3 Existing Traffic Operations

Current traffic volumes were estimated using morning and afternoon peak hour turning movement counts, conducted in 2009 by AECOM, at the three study intersections. These volumes were updated to 2012 volumes, by adding a one percent growth per year and do not include any CCRL construction related traffic. The 2012 afternoon peak hour volumes are illustrated in **Figure 4.1**. The afternoon peak hour occurs from 4:30 p.m. to 5:30 p.m.

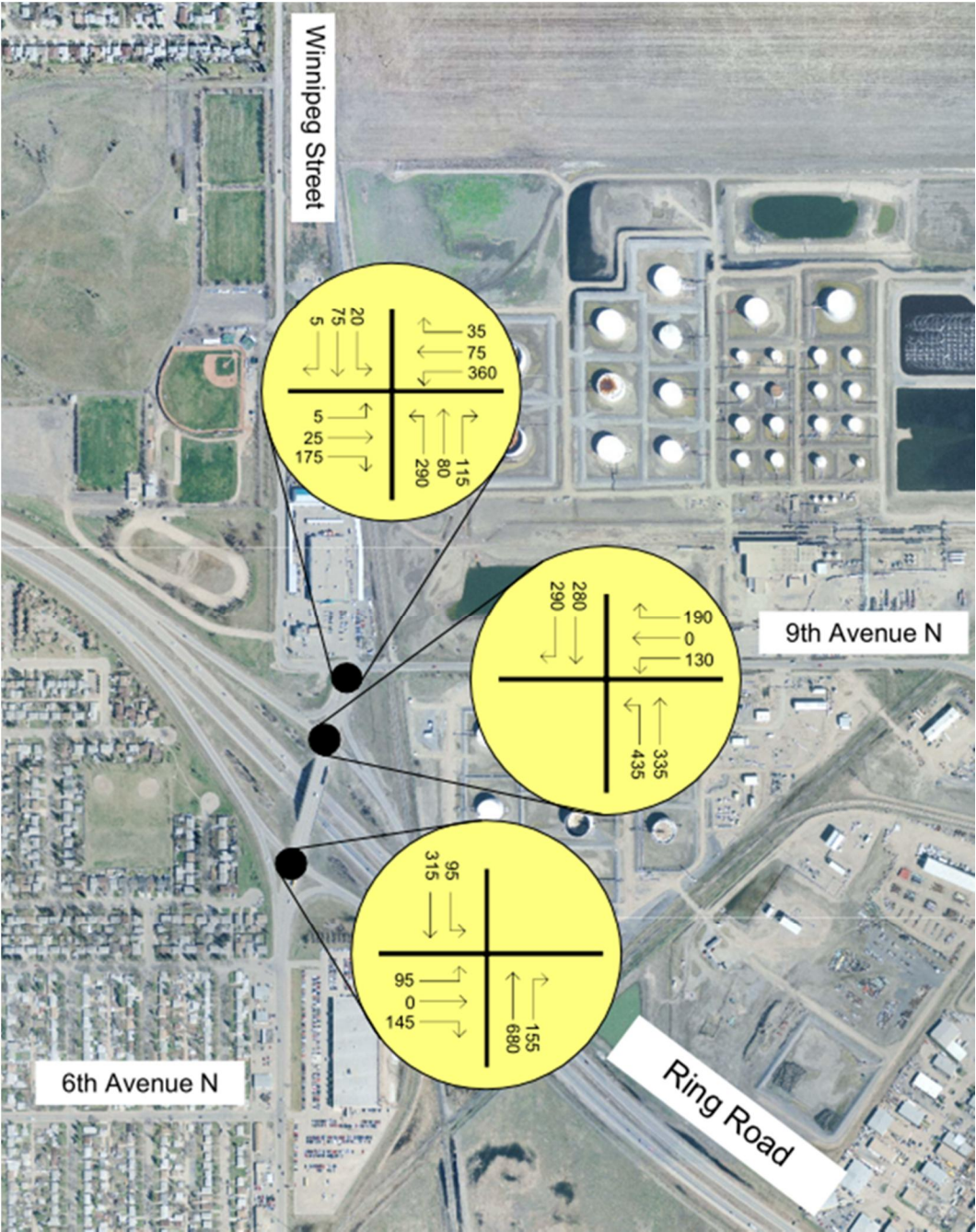


Figure 4.1 Existing Afternoon Peak Hour Traffic Volumes

Table 4.2 presents the LOS results.

Table 4.2 Existing Afternoon Peak Hour Level of Service Results

Intersections			Overall Intersection		Individual Movement		
			LOS	Delay (s)	V/C	Movement	LOS
Signalized Intersections							
Winnipeg Street		Ring Road Ramp (N)	B	15	0.74	NB LT	C
Winnipeg Street		Ring Road Ramp (S)	B	13	0.51	NB Th	B
Winnipeg Street		9th Avenue North	F	74	1.20	WB App	F
					0.98	NB LT	F

The following is a summary of key intersection operation findings:

- The network is operating with an overall total delay of 31 seconds/vehicle (s/v) or 38 hours of total delay.
- Winnipeg Street and 9th Avenue North – this unsignalized intersection currently operates at a LOS F, with several movements operating at a LOS F, including the westbound approach and the northbound approach. Both of these approaches also have v/c ratios greater than 0.85. Based on the LOS analysis, signalization would be warranted at this intersection to help alleviate the capacity concerns and help reduce v/c ratios. There are technical and safety concerns with installation of a traffic signal close to a railway signal.
- Winnipeg Street and Ring Road North and South Intersections – these intersections both operate acceptably during the afternoon peak hour, with an overall LOS B. All movements are operating at a LOS C or better, with no movements operating at v/c ratios greater than 0.74.

4.4 Forecast Baseline Traffic Operations

Forecast traffic volumes were obtained from the NE Road Network Study. An operational analysis of future traffic conditions was based on the EMME/3 model output for the 235,000 population, which is expected within the next 20 years. The EMME/3 model is a city-wide tool that incorporates land use, population and employment demographics.

The City of Regina EMME/3 model was updated in 2009 as part of a separate project that ran parallel to the NE Road Network Study. This upgrade includes the first comprehensive set of new travel surveys in 20 years and provides a chance to test for any changes to the travel behaviour incorporated in the original model.

All of the future or proposed trips generated by the developments listed in Section 3.4 are included in the forecast traffic volumes, except for those generated by the Somerset Development. For the planning purposes of this report, it was estimated that the Somerset Development would generate a total of 1750 vph and that 65 percent of this traffic would route south to 9th Avenue North. As a result, a total of 1140 vph were added to the intersection of Winnipeg Street and 9th Avenue North, primarily as a northbound left turn (+570 vph) and eastbound right turn (+370 vph). This traffic was also routed through the ramp intersections.

The forecast afternoon peak hour volumes are illustrated in **Figure 4.2**

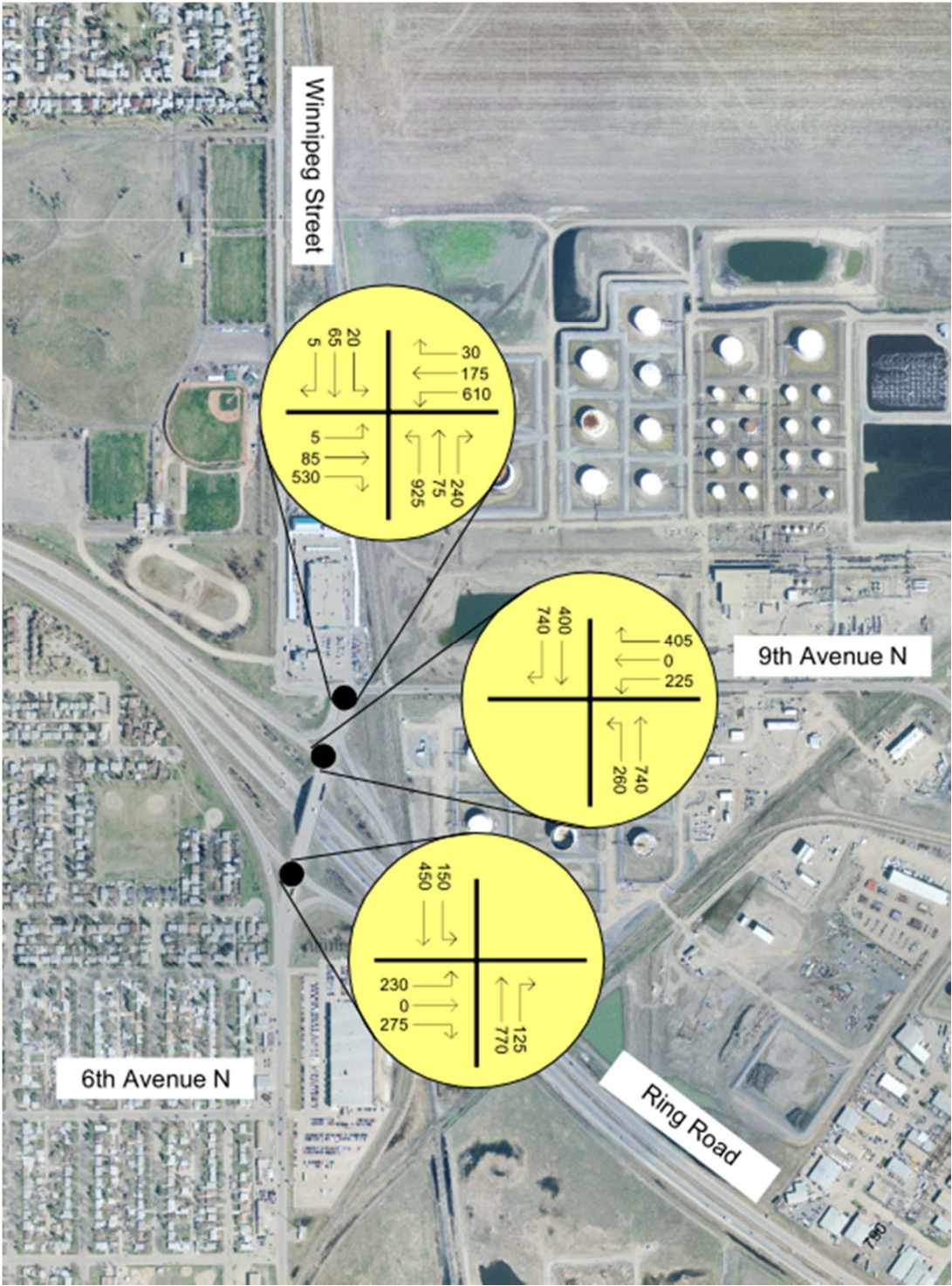


Figure 4.2 Forecast Afternoon Peak Hour Traffic Volumes

High westbound left turn volumes at Winnipeg Street and 9th Avenue North is an indication of demand, and may be a result of traffic wishing to go to Northwest Regina, by avoiding the McDonald Street interchange, which is forecast to have capacity issues. The westbound left turn may have been overestimated by the EMME model, but there may be routing assumptions that were developed that placed such a high demand for this left turn as a result of capacity constraints elsewhere in the network. It is possible that the resulting left turn will likely be in the range of 500 to 600 vehicles per hour.

Table 4.3 presents the LOS results. There have been no changes to intersection geometry or change in traffic control at any of the three study intersections.

Table 4.3 Forecast Afternoon Peak Hour Level of Service Results

Intersections		Overall Intersection		Individual Movement		
		LOS	Delay(s)	V/C	Movement	LOS
<i>Signalized Intersections</i>						
Winnipeg Street	Ring Road Ramp (N)	B	17	0.88	SB RT	B
Winnipeg Street	Ring Road Ramp (S)	B	18	0.70	EB LT	C
<i>Unsignalized Intersections</i>						
Winnipeg Street	9 th Avenue North	F	+500	2.26	WB App	F
				2.87	NB LT	F
				1.33	EB RT	F

The following is a summary of key intersections operation findings:

- The overall network is operating with an overall total delay of 204 s/v or 426 hours of total delay.
- Winnipeg Street and 9th Avenue North – this unsignalized intersection will continue to operate at a LOS F, with the westbound approach and the northbound approach both operating at a LOS F. Both of these approaches also have v/c ratios greater than 0.85. Based on the LOS analysis, signalization would be warranted at this intersection to help alleviate the capacity concerns and help reduce v/c ratios. Generally, when motorists are faced with this type of delay, they will find another route, however; in this case there are few alternate routes that would reduce the motorists overall delay.
- Winnipeg Street and Ring Road North and South Intersections – these intersections will both continue to operate acceptably during the afternoon peak hour, with an overall LOS B. All movements are operating at a LOS C or better, with only one (1) movement operating at a v/c ratio greater than 0.85, which is the southbound right turn at the north intersection.

Additional analysis was undertaken using the SimTraffic model. This analysis tool identified additional concerns during the forecast afternoon peak hour regarding queuing and delay issues at all three intersections:

- Winnipeg Street and 9th Avenue North – queuing in the westbound direction reaches of average of over 200 m, while queuing in the northbound direction reaches an average of 100 m. The queuing in the northbound direction is long enough to block the westbound exit ramp from the Ring Road.

- Winnipeg Street and Ring Road North Intersection – as a result of the queuing at 9th Avenue North blocking the westbound exit ramp from Ring Road, there is queuing on the ramp for approximately 40 m back towards the Ring Road. The length of the ramp (~450 m) is sufficiently long enough to handle the maximum queues without blocking Ring Road traffic.
- Winnipeg Street and Ring Road South Intersection – as a result of the queuing at 9th Avenue North, there is also queuing in all directions at this intersection. There is queuing on the eastbound ramp for approximately 250 m back towards the Ring Road.

Signalization of the 9th Avenue North and Winnipeg Street intersection will still see significant failures (LOS F) in both the northbound and westbound approaches. Queuing will still be a concern at all intersections as a result of the failure of this intersection.

4.5 Collision History

The City provided a collision summary for the study area intersections, as well as collision summaries of the surrounding area. The summaries below include collisions reported during the last five year reporting period (2006 through to 2010, inclusive) within the study area. Overall, there were no fatalities at these intersections.

Table 4.4 presents the overall collision results for the study area locations and summarizes the top two configurations or collision pattern for each location.

Table 4.4 Collision Totals by Location

Location	Total Collisions (5-year total)	Highest Configuration	Second Highest Configuration
Winnipeg Street and 9 th Avenue North	14	11 - Rear End	3 - Right Angle
Winnipeg Street and Ring Road Ramp North Intersection	13	4 - Fixed Object	4 - Rear End
Winnipeg Street and Ring Road Ramp South Intersection	9	4 - Rear End	2 - Lost Control to Ditch
Winnipeg Street Bridge (between ramps)	2	1 - Rear End	1 -Other
SW, SE, SW, NE Ramps from Ring Road to Winnipeg Street	11	4 - Lost Control to Ditch	3 - Rear End

5. Development of Scenarios

The following section provides the design considerations that were established when producing alternative bridge realignment and interchange configurations.

5.1 Design Standards

The design criteria and policies in the Transportation Association of Canada (TAC) guidelines and Saskatchewan Ministry of Highways and Infrastructure design manual, provide guidelines in the design of the Winnipeg Street Bridge realignment and interchange scenarios. The guidance allow for flexibility in applying design standards and approving design exceptions that take the context of the project location into consideration; which enables the designer to tailor the design, as appropriate, for the specific circumstances while maintaining safety. The Winnipeg Street interchange is a local interchange that provides a controlled access to the Ring Road.

The controlling criteria and selected design standards are presented in **Table 5.1**.

Table 5.1 Design Criteria

Interchange Ramps Controlling Criteria	Ramp Design Standard
Design Speed	80 km/h (50 mph)
Lane Width	3.7m (12 ft)
Left Shoulder Width	1.2m (4 ft)
Right Shoulder Width	2.4m (8 ft)
Bridge Width	As required for traffic volume, safety, pedestrian crossing, and bike lane
Curve Radius	Exceed 670 m minimum
Loop Curve Radius	Exceed 45 m minimum
Stopping Sight Distance	Exceed 130 m minimum
Super-elevation	5% maximum
Design Vehicle Name/Type	WB – 100 T/Triple Trailer CO-A
Maximum Gradient	5%
Winnipeg Street Controlling Criteria	13.4 M T.W. Industrial Classification Design Standard
Design Speed	50kph (35 mph)
Lane Width	3.7m (12 ft)
Shoulder Width	1.2m (4 ft) or wider at intersections
Curve Radius	Exceed 180 m minimum
Stopping Sight Distance	Exceed 75 m minimum
Super-elevation	5% maximum
Design Vehicle Name/Type	WB – 100 T/Triple Trailer CO-A
Maximum Gradient/Minimum Gradient	4%/0.6%

5.2 Scenario 1 – Existing Bridge Alignment

This scenario represents replacing the bridge in the same alignment as the existing bridge. **Figure 5.1** illustrates this scenario. This scenario is considered the baseline condition and all other scenarios considered will be compared to this one. The bridge spans would be increased to accommodate two additional lanes on Ring Road: one westbound and one eastbound.

The superstructure (girders, deck and expansion joints) and outside piers would be replaced. The centre pier can be salvaged. Salvaging the outside foundation may be possible. Winnipeg Street traffic will be significantly impacted. Ring Road traffic will have some speed reductions and short term restrictions during construction.

There are several construction techniques that may be used:

- Total closure – Winnipeg Street is totally closed to allow contractor full use of the site. Interchange ramps would remain open, however, certain turn movements will not be possible.
- Partial closure - Contractor must maintain traffic during construction and build the new bridge half at a time. Traffic would be restricted to one lane in each direction. Speeds would be reduced and all turn movements would be allowed. This technique takes a considerably longer time period for construction.

Advantages and disadvantages of this scenario are listed below. They were created based on the perspective of traffic safety, traffic delay and maintaining or improving economic development conditions.

Advantages:

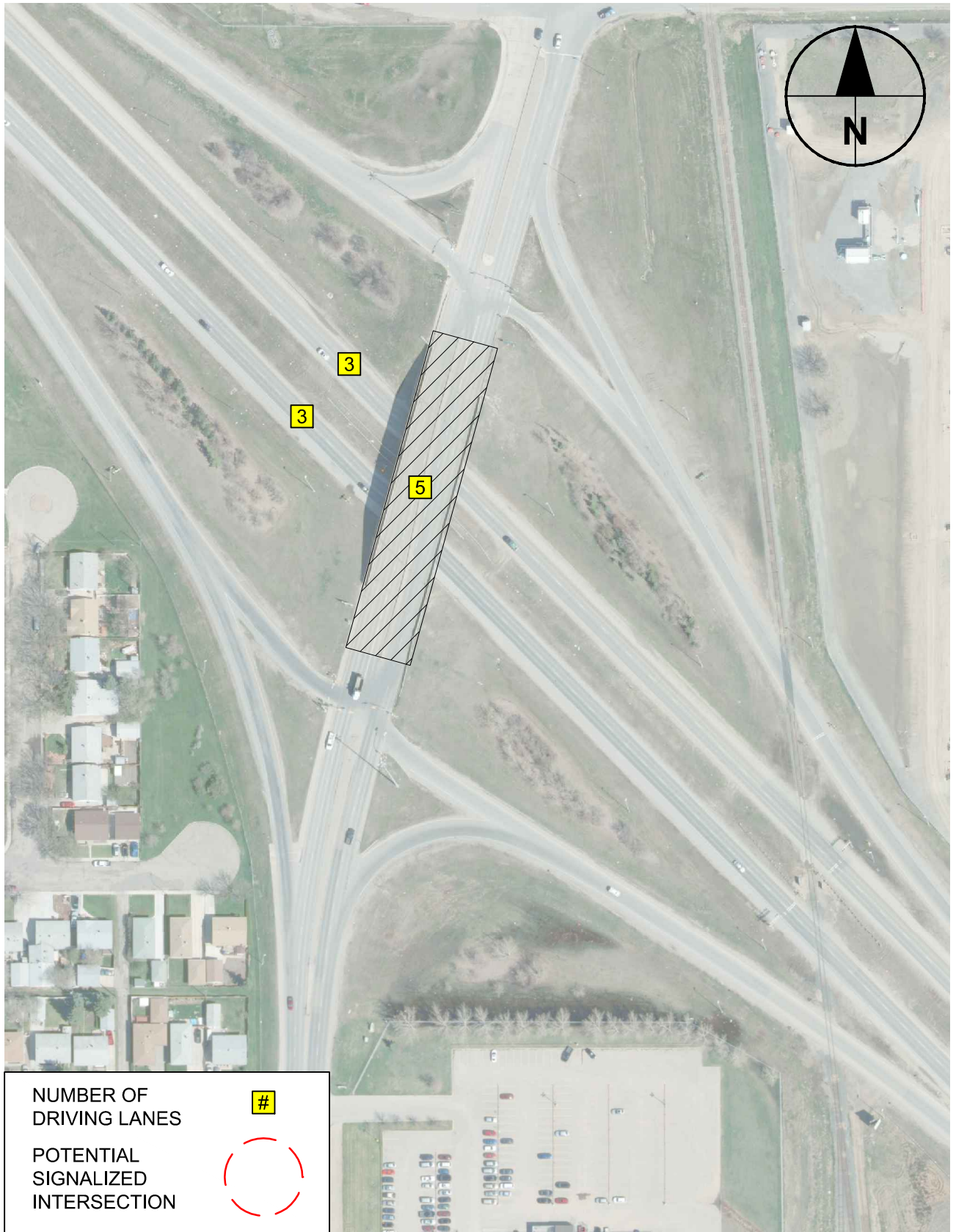
- Least cost scenario.

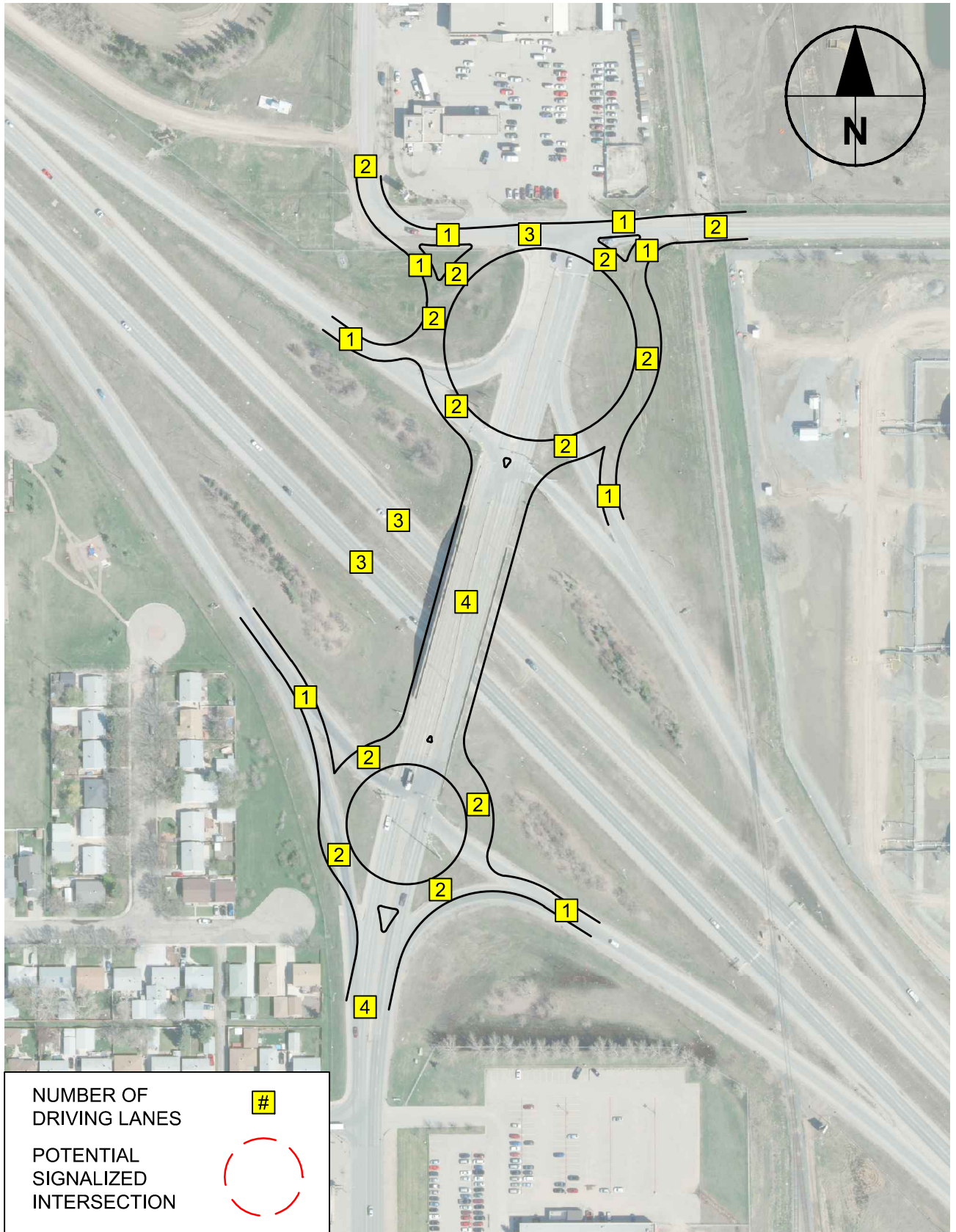
Disadvantages:

- Significant negative impact on Winnipeg Street traffic during bridge construction;
- Three traffic signals on Winnipeg Street in a short distance (third signal is planned at Winnipeg Street and 9th Avenue North intersections) will delay traffic; and
- Weaving concerns for traffic on westbound to northbound ramp.

Sub-Scenarios Considered

It is possible to upgrade the diamond interchange by replacing the three signalized intersections with two modern roundabouts. **Figure 5.2** illustrates this scenario. Traffic delays and collisions will be less; however, driver acceptance may be an issue as roundabouts are not common in Saskatchewan.





5.3 Scenario 2 – New Bridge Alignment to the East with Diamond Interchange

This scenario represents construction of a separate new bridge east of the existing bridge. **Figure 5.3** illustrates this scenario. Winnipeg Street traffic can continue to use the existing bridge with little or no negative impacts during construction. Relocating the bridge requires significant vertical and horizontal adjustments to the interchange ramps to connect with the realigned Winnipeg Street.

The old bridge would be completely removed after the new bridge is open to traffic with no salvage value. A key feature of relocating the new bridge east of the existing bridge is the northward continuation of Winnipeg Street, which will require significant property purchase. As with Scenario 1, three traffic signals are required on Winnipeg Street.

Advantages and disadvantages of this scenario are listed below. They were created based on the perspective of traffic safety, traffic delay and maintaining or improving economic development conditions:

Advantages:

- Little or no impact on Winnipeg Street traffic during bridge construction;
- Winnipeg Street becomes a continuous north/south arterial (no jog in the road);
- Access to Mount Pleasant Sports Park and bulk water station at controlled designated intersections separate from the arterial traffic flows on Winnipeg Street (safer); and
- This scenario can be staged. Construction of Winnipeg Street north of 9th Avenue North can be delayed. In the interim, traffic would make the jog on Winnipeg Street as they do today.

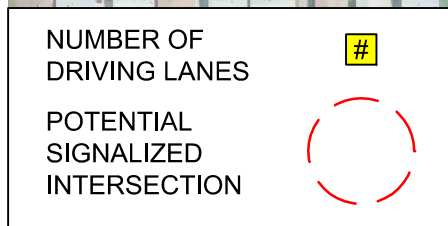
Disadvantages:

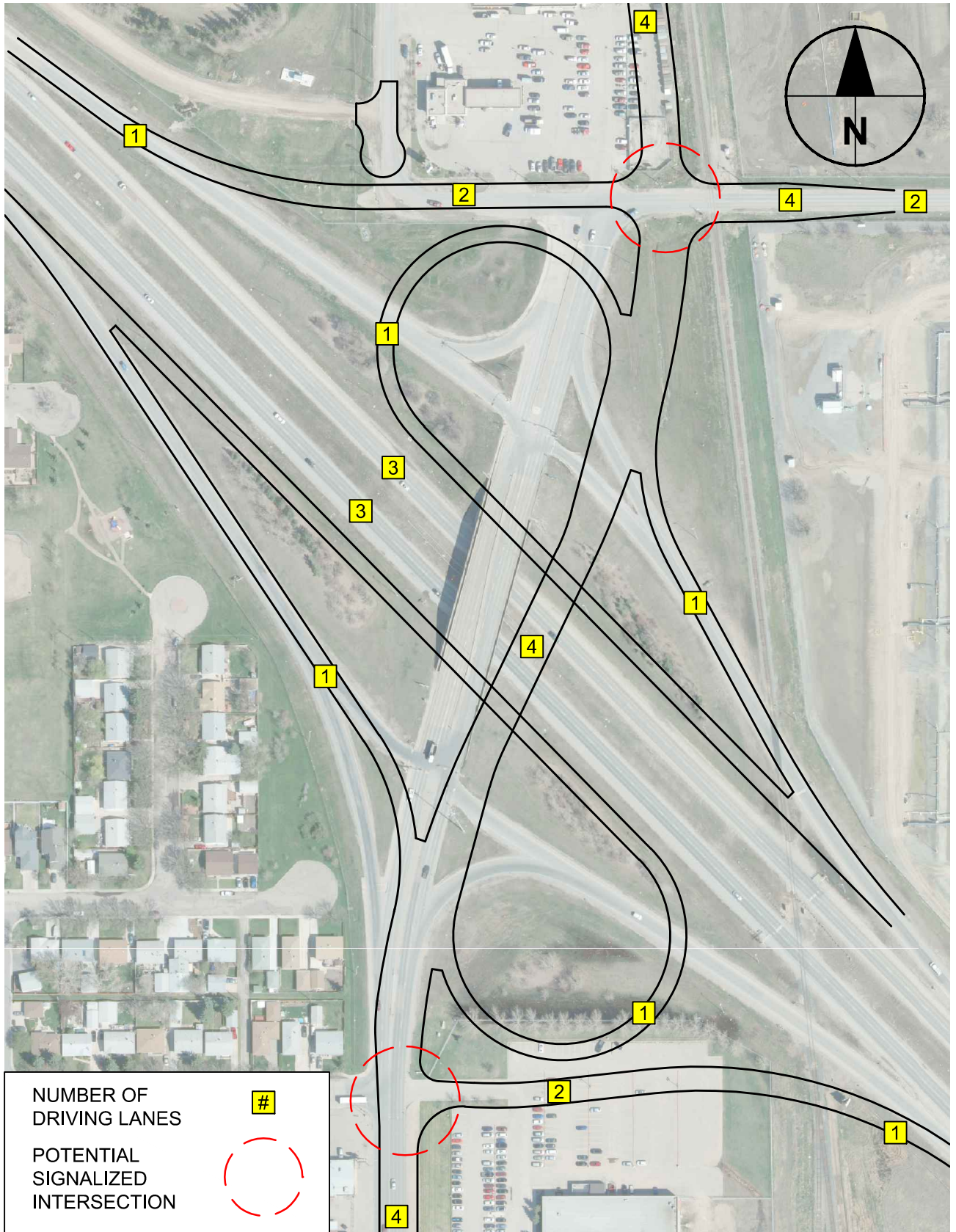
- Requires three traffic signals on Winnipeg Street in a short distance (a third signal is planned at the Winnipeg Street/9th Avenue North intersection);
- Traffic signal at Winnipeg Street/9th Avenue North must be pre-empted with CPR Rail crossing signal;
- Potential for westbound vehicles to stop on CP Rail tracks (safety concern for CPR);
- The cost is four times the cost of base scenario;
- Winnipeg Street, north of 9th Avenue North has frontage on one side only. Double frontage is preferable; and
- The City will have to maintain two parallel roadways: existing Winnipeg Street as a service road to provide access to Mount Pleasant Sports Park and the new Winnipeg Street.

Sub-Scenarios Considered-

A partial cloverleaf (Parclo) is feasible. Loops can be installed in the southeast and northwest quadrants that provide free flow access to Winnipeg Street from Ring Road. This scenario is illustrated in **Figure 5.4**. Two traffic signals would be required on Winnipeg Street. This scenario provides significant improvement to level of service (less delay and collision potential). Access to Mount Pleasant Sports Park would occur via a new east/west roadway north of the Coop Home Centre. This sub-scenario cannot be staged.

ISS/REV:





CITY OF REGINA
 WINNIPEG STREET BRIDGE REALIGNMENT STUDY
 VALUE ENGINEERING
EAST PARCLO
OPTION 2-B - FIGURE 5.4

5.4 Scenario 3 – New Bridge Alignment to the West with Modified Diamond Interchange

This scenario represents construction of a new bridge west of the existing bridge. **Figure 5.5** illustrates this scenario. A full diamond interchange was considered, but eliminated, due to the need to purchase residential property in the south west quadrant. The chosen design is a modified diamond-type interchange to the north, and a ramp/loop combination in the south quadrant.

Relocating the bridge requires significant vertical and horizontal adjustments to the interchange ramps to connect with the realigned Winnipeg Street. The old bridge will be completely removed after the new bridge is open to traffic, with no salvage value. One traffic signal is required on Winnipeg Street and another is required on 9th Avenue North.

Advantages and disadvantages of this scenario are listed below. They were created based on the perspective of traffic safety, traffic delay and maintaining or improving economic development conditions:

Advantages:

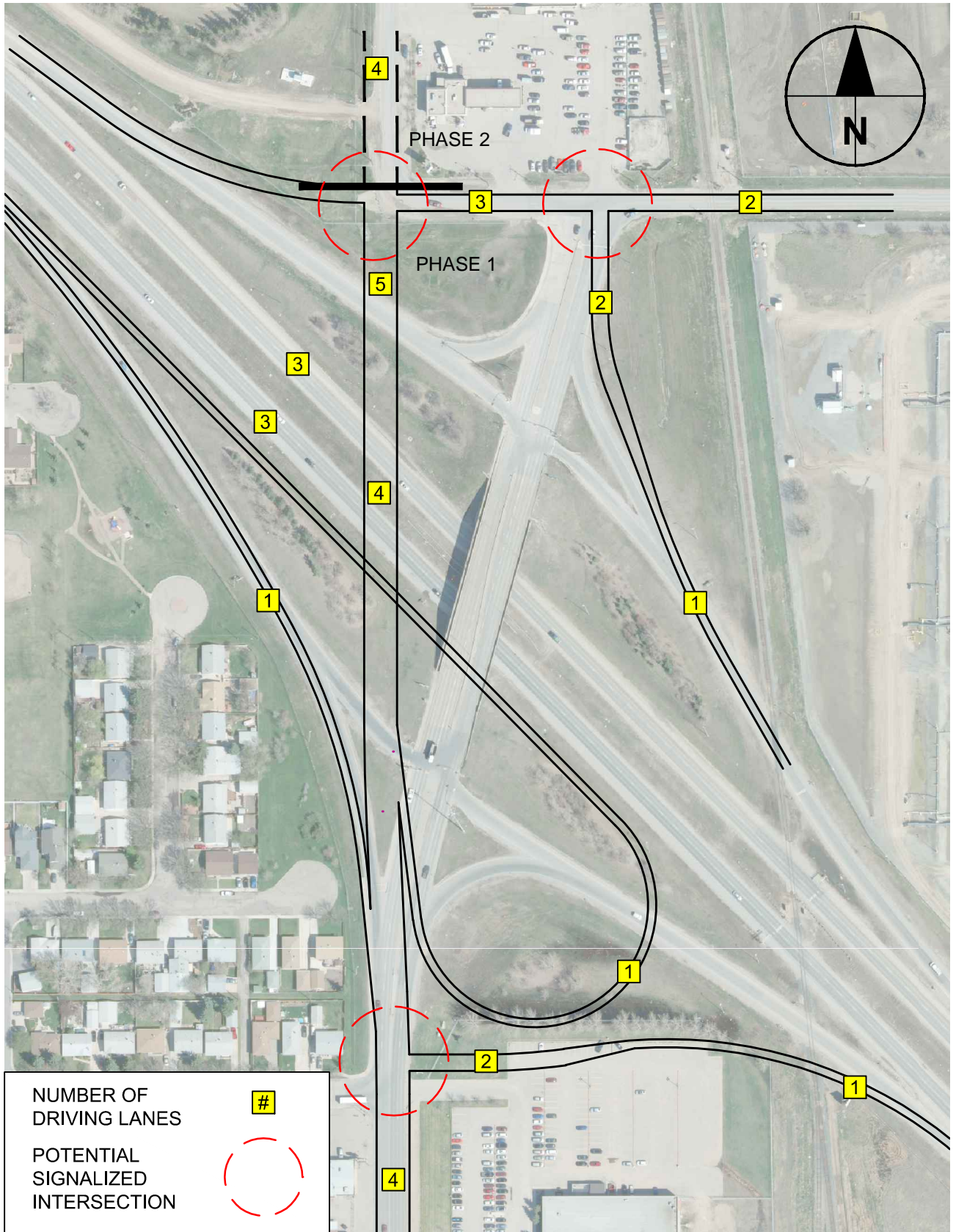
- Little or no impact on Winnipeg Street traffic during bridge construction;
- Winnipeg Street becomes a continuous north/south arterial (no jog in the road) with double frontage;
- Tanker truck access to and from the west to CCRL significantly improved;
- Requires two traffic signals on Winnipeg Street, about 500 m apart (less delay); and
- This scenario can be staged. Construction of Winnipeg Street north of 9th Avenue North can be delayed.

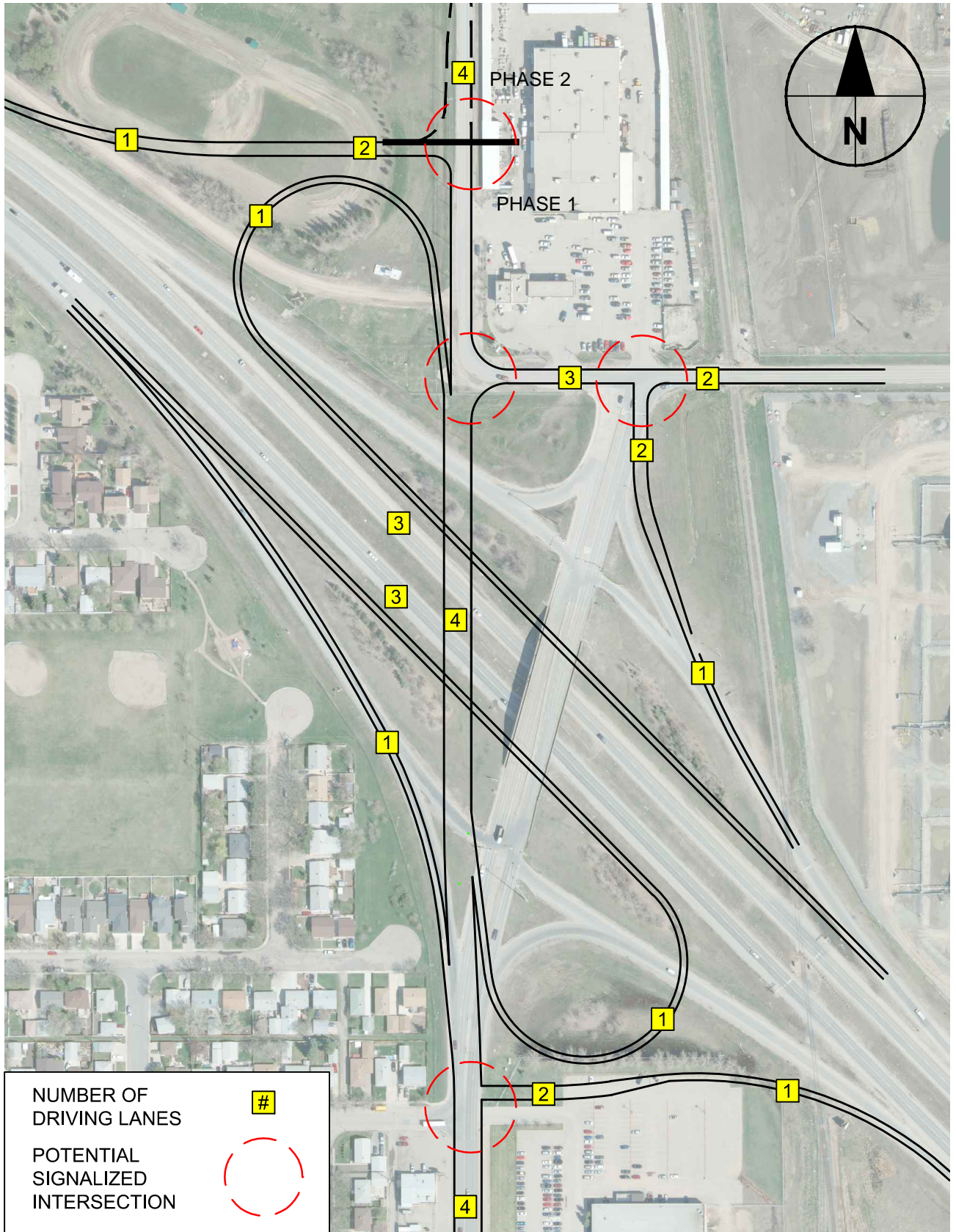
Disadvantages:

- Traffic signal at Winnipeg Street/9th Avenue North must be pre-empted with CPR Rail crossing signal;
- The cost is four times the cost of the base scenario; and
- The intersection at Winnipeg Street and 7th Avenue North should be closed.

Sub-Scenarios Considered

A Parclo was considered. This scenario is illustrated in **Figure 5.6**. The benefits of the Parclo are specifically to westbound motorists destined to the south. With this scenario, motorists have a free flow move rather than making two left turns at traffic signals. The disadvantages are: higher cost, speed skating oval encroachment and a more circuitous movement for CCRL tanker trucks destined to the north and west.





5.5 Operations Review of Alternatives

Each of the six scenarios was analyzed at a high level to determine overall network delay and individual intersection operations. The capacity analysis was conducted on the scenarios using Synchro plus SimTraffic Version 8.0. Where applicable, changes to traffic control or lane arrangements in order to improve the level of service are stated. Performance Measures such as Average Delay, Level of Service and Volume to Capacity Ratios are summarized by intersection for the forecast afternoon peak hour. In each scenario, all movements are provided.

Scenario 1A – Existing Alignment

- As there are no changes to intersection geometry or interchange configuration, this scenario produces the same results as the baseline forecast traffic conditions;
- The network is forecast to operate with an overall total delay of 204 s/v or 426 hours of total delay;
- Winnipeg Street and 9th Avenue North unsignalized intersections will continue to operate at a LOS F, with the westbound approach and the northbound approach both operating at a LOS F. Both of these approaches also have v/c ratios greater than 0.85. Signalization will still result in significant failures (LOS F) in both the northbound and westbound approaches. Queuing will still be a concern at all intersections as a result of the failure of this intersection; and
- Winnipeg Street and Ring Road North and South Intersections will both continue to operate acceptably during the afternoon peak hour, with an overall LOS B.

Scenario 1B - Roundabouts

- Both roundabouts were analyzed as two-lane roundabouts with yield control at all approaches;
- The south roundabout is projected to operate at a LOS E and the north roundabout is projected to fail (LOS F); and
- Should this scenario be considered for further analysis following the VE session, additional modeling should be conducted in a software package designed to better model roundabouts.

Scenario 2A – East Diamond

- There are three main intersections with this scenario, which is very similar to the existing and baseline forecast conditions, with the exception of the reconfiguration of the Winnipeg Street and 9th Avenue North intersection;
- The network is forecast to operate with an overall total delay of 37 s/v or 78 hours of total delay;
- Winnipeg Street and 9th Avenue North intersections were signalized and a northbound right turn lane was added. It is forecast to operate at a LOS E, with several movements operating at LOS F and with v/c ratios greater than 0.85 (WB LT, NB Th, and SB Th); and
- Winnipeg Street and Ring Road North and South Intersections will both continue to operate acceptably during the afternoon peak hour, with an overall LOS B.

Scenario 2B – East Parclo

- There are two main intersections; Winnipeg Street and 9th Avenue North (of which the fourth leg is the on-ramp to Ring Road) and the south ramp intersection;
- The network is forecast to operate with an overall total delay of 8 s/v or 28 hours of total delay;
- Winnipeg Street and 9th Avenue North intersection was signalized and a northbound left turn lane and southbound right turn lane were added to service the on-ramp. It is forecast to operate at a LOS C with several movements operating with v/c ratios greater than 0.85 (WB Th, NB Th, and SB Lt); and
- Winnipeg Street and Ring Road South Intersections can operate unsignalized at a LOS A with the southbound left turn operating at a LOS B.

Scenario 3A – West Parclo Interchange with Isolated Ramp

- There are four intersections with this scenario, Winnipeg Street and 9th Avenue North, Ring Road Ramp North and South and East intersections;
- The network is forecast to operate with an overall total delay of 4 s/v or 15 hours of total delay;
- Winnipeg Street and 9th Avenue North intersection was signalized and a northbound right turn lane and southbound left turn lane was added. A channelized westbound right turn with yield control to Winnipeg Street was also added to facilitate this high movement. It is forecast to operate at a LOS A with no movements operating with v/c ratios greater than 0.85;
- The 9th Avenue North and East Ramp intersection will need to be signalized in order to prevent a LOS F for traffic exiting the ramp. If signalized, the northbound left and right turns are forecast to operate at a LOS B. Signalization will also help reduce weaving conflicts for traffic turning left from this ramp that is heading north on Winnipeg Street; and
- Winnipeg Street and Ring Road North and South Intersections can operate unsignalized at an overall LOS A. The southbound left turn at the south intersection would operate at a LOS B and the northbound left turn at the north intersection would operate at a LOS C.

Scenario 3B – West Half Diamond + Parclo Interchange

- There are three intersections with this scenario; Winnipeg Street and 9th Avenue North, Ring Road Ramp and South and East intersections;
- The network is forecast to operate with an overall total delay of 9 s/v or 24 hours of total delay;
- Winnipeg Street and 9th Avenue North intersection was signalized and a northbound left turn lane and southbound right turn lane were added to service the on-ramp. It is forecast to operate at a LOS B with several movements operating with v/c ratios greater than 0.85 (WB Lt, WB RT, NB LT);
- 9th Avenue North and East Ramp intersection will need to be signalized in order to prevent an LOS F for traffic exiting the ramp. If signalized, the northbound left and right turns are forecast to operate at a LOS B. Signalization will also help reduce weaving conflicts for traffic turning left from this ramp that is heading north on Winnipeg Street; and
- Winnipeg Street and Ring Road South Intersection can operate unsignalized at a LOS A, with the southbound left turn operating at a LOS B.

6. Value Engineering Workshop

6.1 Workshop Plan

The Value Engineering Workshop will be undertaken in accordance with the approach detailed in **Table 6.1**, which summarizes the applicable activities and goals for each phase during and following the workshop:

Table 6.1 Value Engineering Session Work Plan

Study Phase	Activity
Workshop	Conduct a three day workshop from January 15-17, 2013 , including a site visit on the first day and a presentation of the VE study results on the final day of the workshop. The workshop will be held in Regina at AECOM's offices.
Workshop	<u>Documentation</u> : The team assistant will be responsible for recording workshop proceedings, including the final recommendations.
Post-Workshop	<u>Draft Value Engineering Report</u> : The draft report will be prepared and submitted to the City of Regina within one (1) week of the workshop.
Post-Workshop	<u>Implementation Meeting</u> : The Implementation Meeting will be held within three (3) weeks of the workshop to present the key VE recommendations. The draft agenda and presentation material will be submitted to the City a minimum of one (1) week prior to the meeting.
Post-Workshop	<u>Final Value Engineering Report</u> : The draft report will be finalized, taking into consideration any comments received from the City and the outcome of the Implementation Meeting. The report will be submitted to the City within two (2) weeks of the Implementation Meeting.
General	Minutes of meetings will be distributed no later than 10 working days following each meeting. Draft presentations and meeting agenda will be distributed one (1) week prior to the event.

The agenda for the workshop is attached in **Appendix C**.

6.2 Workshop Summary

The Workshop Team, with input from Stakeholders and after a site visit, reached several conclusions. They concluded the new bridge should not be rebuilt on the existing location for the following reasons:

- The Winnipeg Street Bridge would need to be closed to traffic for about a year to allow a new bridge to be built. Traffic would be redirected to other streets causing considerable hardship to many road users and businesses; and
- The existing alignment does not provide sufficient capacity for proposed future development unless significant property is acquired (Co-op Home Centre).

Based on the site visit, it was concluded that the new bridge should be constructed west of the existing bridge location. Building the bridge east of the existing bridge requires significant land acquisition from Co-op Home Centre to eliminate jogs in the Winnipeg Street alignment and moves the new bridge closer to the CNR Qu'Appelle Subdivision. This may impact the future design of a grade separation on Ring Road at the crossing. The 9th Avenue North rail crossing is a particular concern of CPR. They will object to any option that reduces the distance between any road intersection and their rail signals. Constructing the bridge west of the existing bridge requires a longer span bridge because of the greater skew angle, but it provides more design flexibility. It was concluded that the new bridge should be designed to be west of the existing bridge location.

The Workshop Team identified 30 different ideas for consideration. After considerable debate, the ideas were either eliminated, modified or accepted. The ideas were graphically drawn up as concepts for further review by AECOM.

Two general layout options were selected for further review and analysis. The following factors were deemed as critical needs and determined the final options that were selected for further consideration:

- Winnipeg Street at the bridge cannot be closed during construction of the new bridge;
- Eliminate jogs in the alignment of Winnipeg Street; and
- All existing railway crossings should be maintained.

A diamond type interchange was one of the options selected for further review. The existing Winnipeg Street interchange is a diamond interchange. The diamond interchange meets all of today's traffic demands, but will operate at a low level of service after proposed residential and commercial development occurs.

The other option considered is a modified diamond with a free flow loop that replaces a ramp with a traffic signal. The decision to build the new bridge west of the existing bridge creates additional space in the south east quadrant that will allow room for the loop. This design best provides for future development and will operate at an acceptable level of service at full development.

The Workshop team did not select a preferred option. They listed the two options for further review, particularly to undertake a SYNCHRO analysis to calculate level of service and delay for each of the options under consideration. They also wanted each examined in detailed to ensure the options can be designed to meet geometric standards.

7. Generation of Final Options

Based on the findings of the Value Engineering Workshop, two general layout options were selected for further review and analysis. The following factors were deemed as critical needs and determined the final options for further consideration:

- Winnipeg Street at the bridge cannot be closed during construction of the new bridge;
- The new bridge should be constructed west of the existing bridge;
- Eliminate jogs in the alignment of Winnipeg Street; and
- All existing railway crossings should be maintained.

The following describes each option in detail and provides a traffic analysis and qualitative comparison of the various final options. One common factor to all options is that the Winnipeg Street and 9th Avenue North intersection is the critical intersection with the highest delay.

7.1 Option 1- Diamond Interchange

Standard Diamond (Option 1A)

Figure 7.1 illustrates the layout of a standard diamond interchange. Traffic flow on Winnipeg Street will be relatively unimpeded. Traffic signals will be required at 9th Avenue North and at the south ramp terminals immediately. The new westbound to north/southbound ramp intersection on 9th Avenue North is not required immediately and would be installed when warranted. Care must be taken with the design of this intersection to lessen the possibility of wrong way movements. A realignment of Co-op Home Centre driveway may be required. Property purchase is required for the ramp in the southwest quadrant and it may be necessary to undertake a noise attenuation review.

Advantages of this option are:

- It maintains access to residential, commercial and industrial properties at all times during bridge replacement construction;
- Winnipeg Street alignment is direct with no jogs; and
- The eastbound to southbound ramp is designed to reduce speeding.

Disadvantages of this option are:

- The bridge span is longer (40 m longer than existing);
- The ramp in the southwest quadrant will be closer to the residential subdivision; and
- Westbound traffic destined south on Winnipeg Street has a more circuitous route with three signalized intersections.

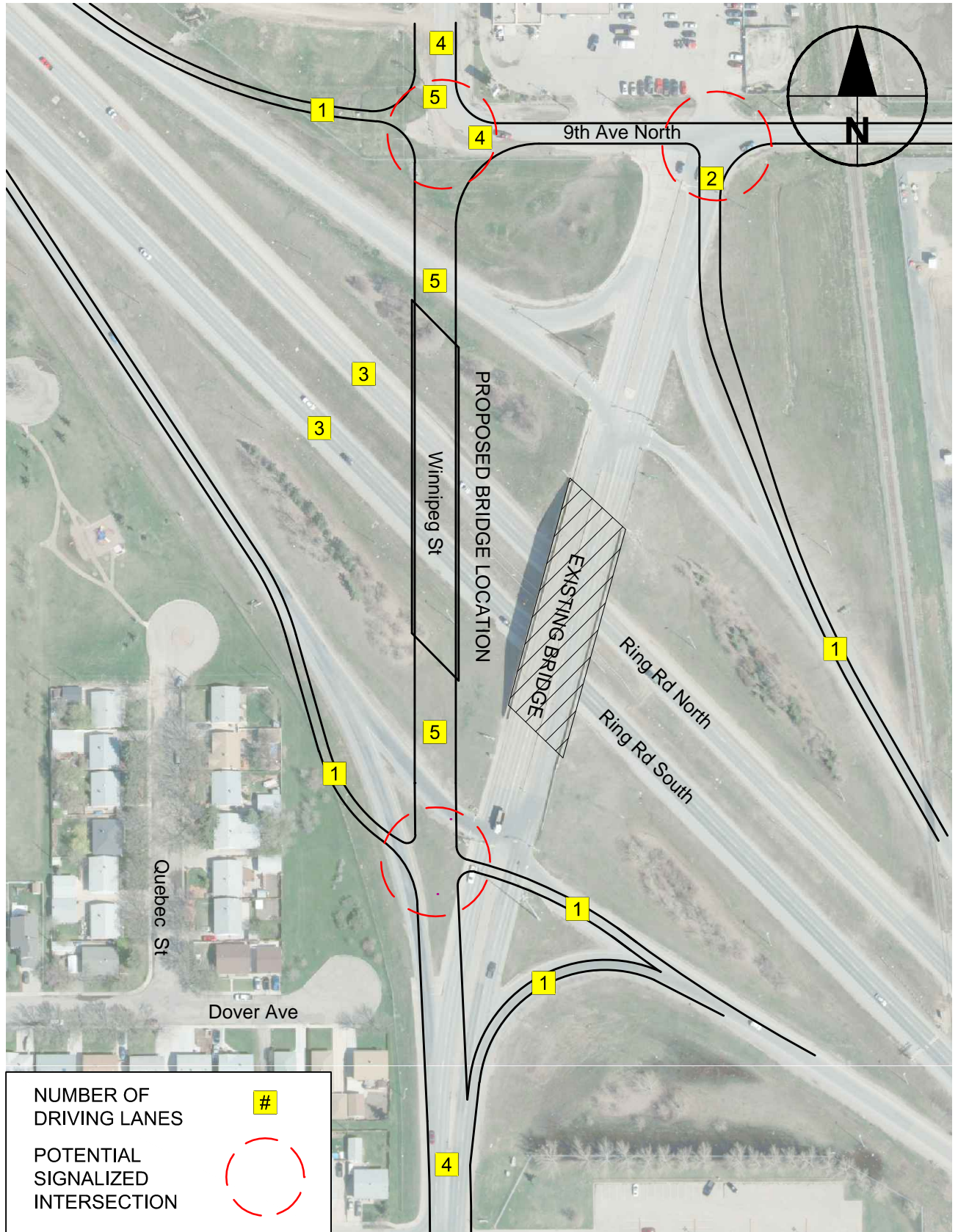












Table 7.1 Option 1 Comparison

Screening Criteria	Option 1A – Diamond Interchange	Option 1B – Staggered Intersections
Natural Environment	<ul style="list-style-type: none"> No significant differences between options. 	<ul style="list-style-type: none"> No significant differences between options. 
Social Environment	<ul style="list-style-type: none"> Impacts residential subdivision. Higher vehicle noise levels, possible encroachment of road right-of-way on private property. 	<ul style="list-style-type: none"> Creates commercial or industrial development potential south of Co-op Home Centre. 
Cultural Environment	<ul style="list-style-type: none"> No potential for impacts to cultural environment. 	<ul style="list-style-type: none"> No potential for heritage feature impacts. 
Technical Environment	<ul style="list-style-type: none"> Two traffic signals on Winnipeg Street within 300 metres. Potential for vehicle queues across CPR tracks on 9th Avenue North. Potential “wrong way” movement from 9th Avenue North, to WB exit ramp. 	<ul style="list-style-type: none"> Four traffic signals on Winnipeg Street within 300 metres. More conflict points = higher collision potential. 
Recommendation	Not Recommended 	Recommended 

Staggered Intersections (Option 1B)

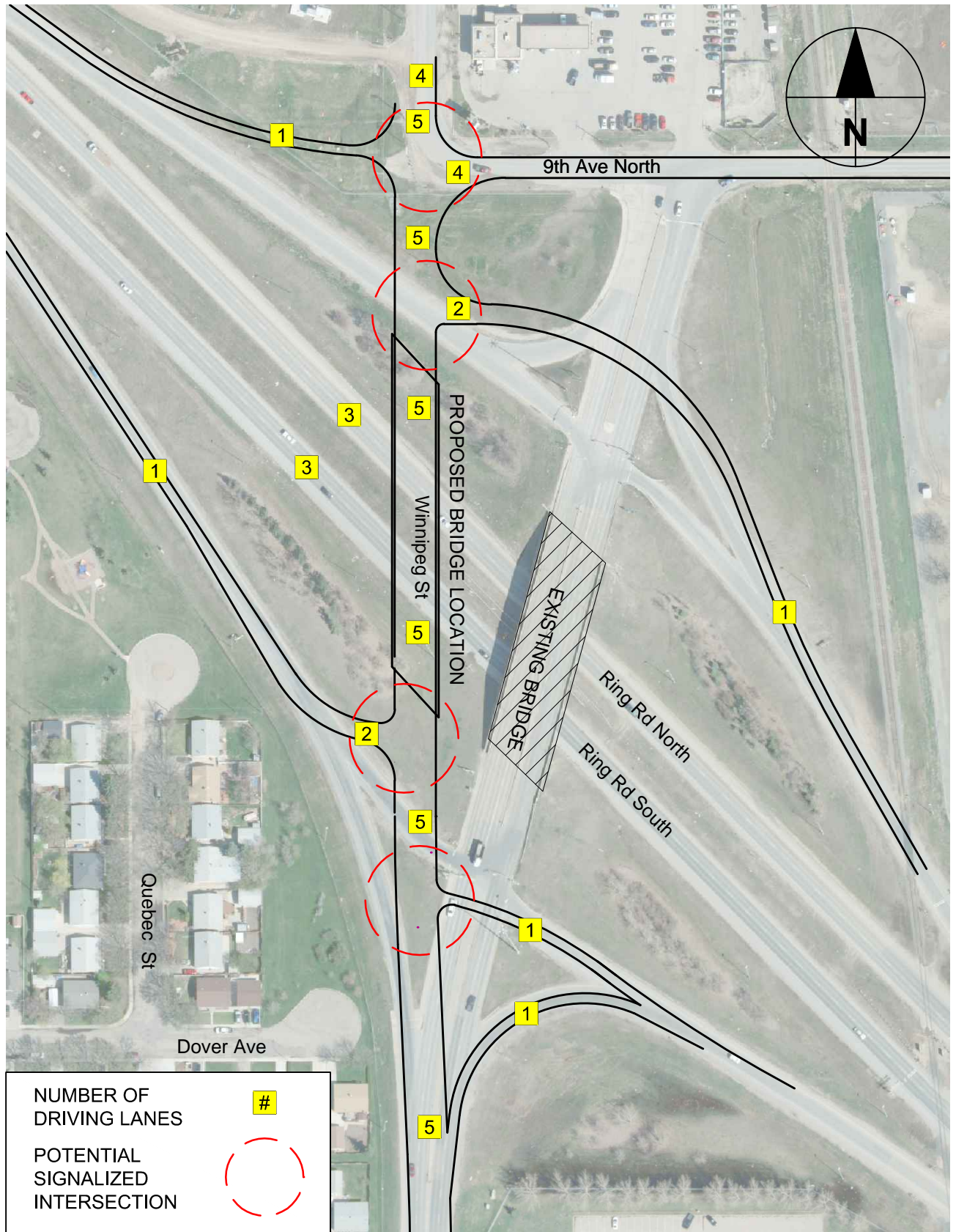
This option addresses the negative impacts of Option 1A related to property acquisition and noise concerns in the south west quadrant. While Option 1B effectively addresses those concerns, it creates other concerns related to traffic flow. **Figure 7.2** illustrates the layout of Option 1B. After the new bridge is constructed, Winnipeg Street will require two traffic signals immediately; one at 9th Avenue North and also at the eastbound to northbound ramp terminal. In the future, two additional traffic signals may be required. A detailed SYNCHRO analysis was undertaken assuming all four signals are in place and full development has occurred. The Winnipeg Street corridor will operate at lower levels of service at peak hours, but the level of service is still considered to be acceptable. This option also addresses the concern with eastbound motorists destined to Winnipeg Street south that have a circuitous route through three traffic signals. The realignment of the westbound to southbound ramp moves the ramp terminal from 9th Avenue North to Winnipeg Street. This also adds another traffic signal on Winnipeg Street, but significantly improves the level of service at the critical Winnipeg Street/9th Avenue North signalized intersection due to reduced westbound left turns.

Advantages of this option are:

- It maintains access to residential, commercial and industrial properties at all times during bridge replacement construction;
- Winnipeg Street alignment is direct with no jogs;
- The eastbound to southbound ramp is designed to reduce speeding;
- There will be improved operation of the Winnipeg Street/9th Avenue North traffic signal (less left turning vehicles); and
- It will create a parcel of land that could be sold as industrial or commercial.

Disadvantages of this option are:

- Bridge span is longer (40 metres longer than existing); and
- Four signalized intersections within 300 m on Winnipeg Street.



7.2 Option 2- Modified Diamond with Loop

Loop in Southeast Quadrant (Option 2A)

Figure 7.3 illustrates the layout of the various ramps, loop and intersections for this option. This option provides a loop in the southeast quadrant for eastbound to northbound traffic. The loop provides a free flow movement and eliminates the need for eastbound to northbound traffic to turn left at a traffic signal. Large trucks on Ring Road destined to CCRL would be the primary beneficiary. To accommodate installation of the loop, the span of the new bridge must be increased to allow an extra driving lane. There would be fewer traffic signals on Winnipeg Street, so traffic will flow better in peak periods.

Advantages of this option are:

- It maintains access to residential, commercial and industrial properties at all times during bridge replacement construction;
- Winnipeg Street alignment is direct with no jogs; and
- The eastbound to southbound ramp is designed to reduce speeding.

Disadvantages of this option are:

- The bridge span is longer (65 m longer than existing);
- The ramp in the southwest quadrant will be closer to the residential subdivision and the road elevation raised; and
- Westbound traffic destined south on Winnipeg Street has a more circuitous route with three (3) signalized intersections.

Modified Loop (Option 2B)

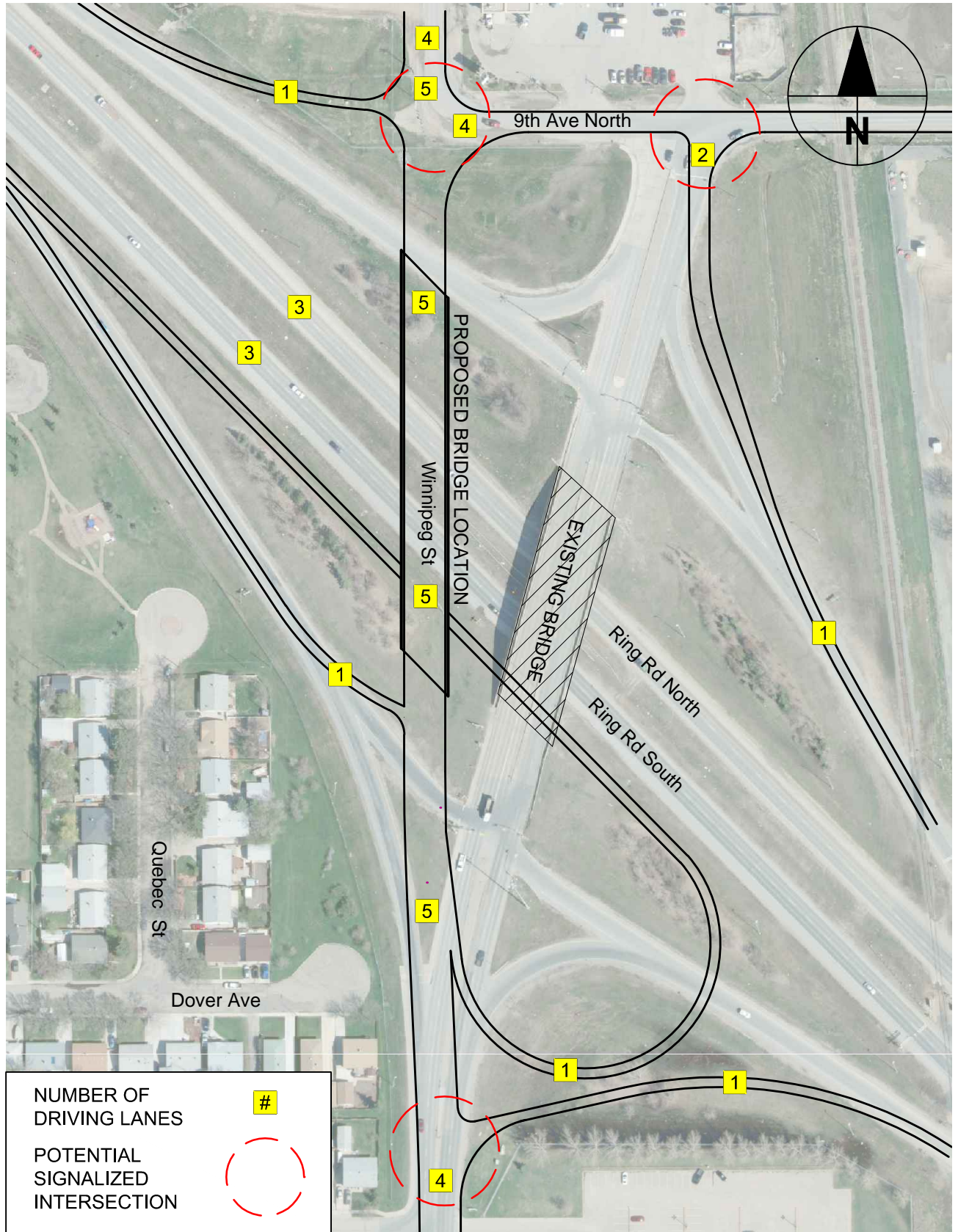
This option differs from Option 2A in that the loop will be used by westbound traffic going north or south on Winnipeg Street. Option 1A only provides for northbound traffic. **Figure 7.4** illustrates the layout of the various ramps, loop and intersections. This option addresses the concern with impacts of the relocated eastbound to southbound ramp (both vertically and horizontally) on the adjacent residences as the ramp is no longer required and can be removed. Two major signalized intersections are required on Winnipeg Street spaced 300 m apart.

Advantages of this option are:

- The same as for previous loop option, except the ramp in the southwest quadrant is removed. Less impact on residences and removes speeding issue.

Disadvantages of this option are:

- The same as for previous loop option, except eastbound traffic must turn left at traffic signal compared to a free flow right turn.



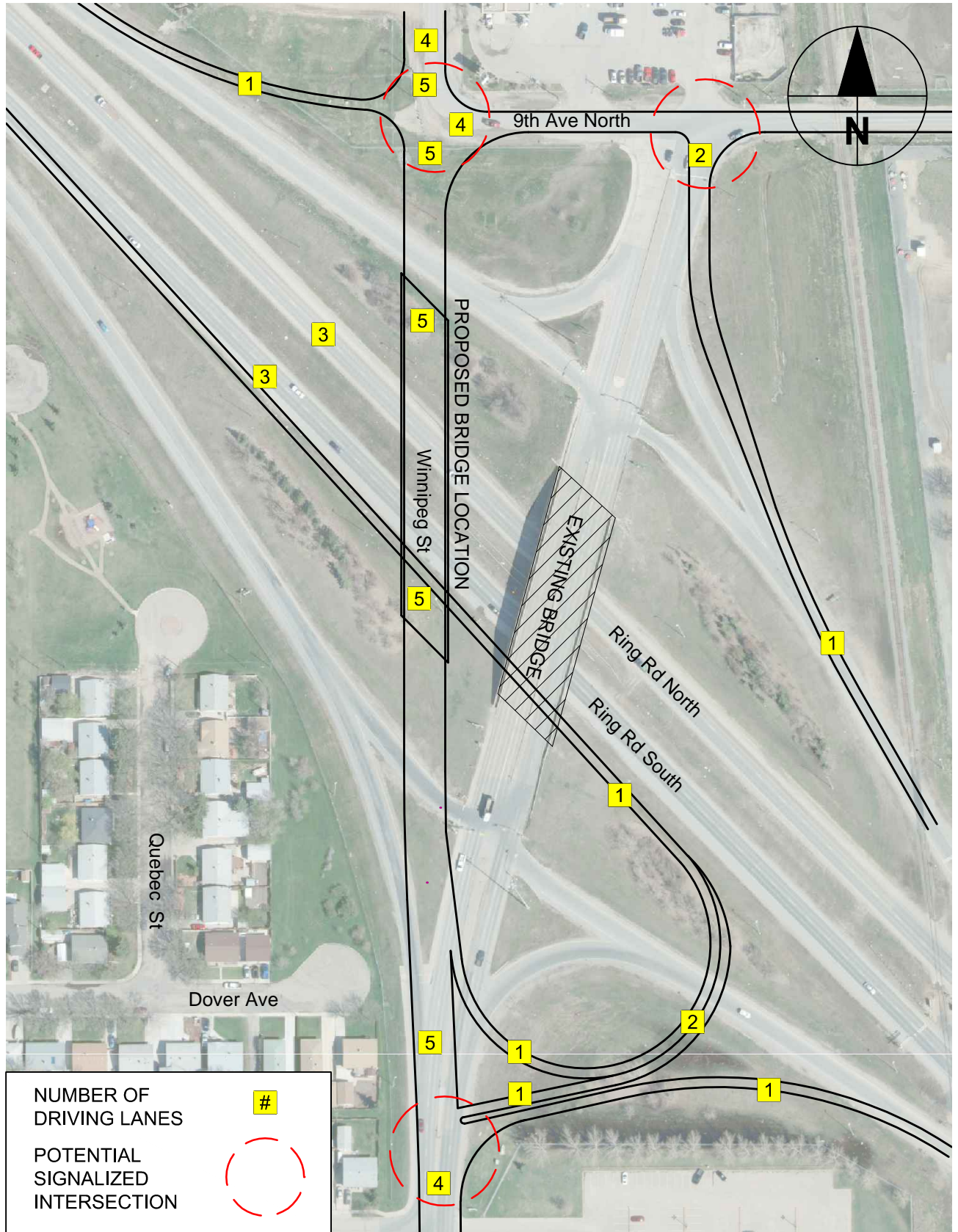












Table 7.2 Option 2 Comparison

Screening Criteria	Option 2A - Modified Diamond with Loop	Option 2B – Modified Loop
Natural Environment	<ul style="list-style-type: none"> No significant differences between options. 	<ul style="list-style-type: none"> No significant differences between options. 
Social Environment	<ul style="list-style-type: none"> Ramp adjacent to residents in south west quadrant will be raised. This may generate higher noise levels within the community. 	<ul style="list-style-type: none"> Winnipeg/7th Avenue North intersection should be closed. 
Cultural Environment	<ul style="list-style-type: none"> No potential for impacts to cultural environment. No potential for heritage feature impacts. 	<ul style="list-style-type: none"> No potential for impacts to cultural environment. No potential for heritage feature impacts. 
Technical Environment	<ul style="list-style-type: none"> Bridge span is 145 metres. EB to SB traffic have free flow movement. EB to SB ramp moves closer to residential area due to new bridge moving west. 	<ul style="list-style-type: none"> Bridge span is 125 metres. EB to SB traffic must turn left at signal. EB to SB ramp is moved away from residential area. 
Recommendation	<p>Recommended</p> 	<p>Not Recommended</p> 

7.3 Traffic Analysis

An analysis was undertaken to determine which options functions the best from a traffic perspective. Using SYNCHRO, the delay, average speed of vehicles and the vehicle to capacity ratios were determined. **Table 7.3** illustrates the results of the analysis.











Table 7.3 Traffic Analysis

MOE's	Option 1(A)	Option 1(B)	Option 2(A)	Option 2(B)
No. of Intersection(s)	3	4	5	4
Signalized Intersection(s)	3	4	3	3
Stops (#)	3702	4559	3523	4006
Total Delay/Veh (S/V)	15	15	9	13
Total Delay (hr)	29	36	25	30
Average Speed (km/hr)	32	28	33	31
V/C Ratio for the Critical Intersection	0.89	0.88	0.89	0.89
	Winnipeg Street and 9 th Avenue North	Winnipeg Street and 9 th Avenue North	Winnipeg Street and 9 th Avenue North	Winnipeg Street and 9 th Avenue North

7.4 Comparison of Option 1-B with Option 2-A

Option 1B and 2A are the preferred choices. **Table 7.4** compares the two options.

Table 7.4 Comparisons of Preferred Options

Screening Criteria	Option 1B – Diamond Interchange with Staggered Intersections	Option 2A – Modified Diamond with Loop
Natural Environment	<ul style="list-style-type: none"> No significant differences between options. 	<ul style="list-style-type: none"> No significant differences between options. 
Social Environment	<ul style="list-style-type: none"> No significant differences between options. 	<ul style="list-style-type: none"> No significant differences between options. 
Cultural Environment	<ul style="list-style-type: none"> No potential for impacts to cultural environment. No potential for heritage feature impacts. 	<ul style="list-style-type: none"> No potential for impacts to cultural environment. No potential for heritage feature impacts. 
Technical Environment	<ul style="list-style-type: none"> Four traffic signals on Winnipeg Street within 300 metres. Bridge span is 120 metres. EB to NB traffic turns left at traffic signal (traffic includes B-Trains destined for CCRL). More conflict points = higher collision potential. Potential that traffic on EB exit ramps will queue and impact traffic exiting Ring Road. 	<ul style="list-style-type: none"> Two traffic signals on Winnipeg Street within 350 metres. Bridge span is 145 metres. EB to NB traffic is free flow on loop. Potential for vehicle queues across CPR tracks on 9th Avenue North. 
Recommendation	Not Recommended 	Recommended 

In summary, the technical merits of Option 2A are significantly better than Option 1B. While both options will have adequate traffic capacity for full development, the primary benefit of Option 2A over 1B is that Option 1B has reduced noise levels for residents in the south west quadrant and actually has reduced noise levels from the existing condition.

8. Cost Estimates

Order of magnitude cost estimates were developed using City of Regina and Ministry of Highways and Infrastructure unit costs for each scenario considered. The cost estimates were prepared with limited site information, based on probable conditions affecting the project. The estimates represent the summation of all identifiable project component costs and are to be used for program planning to establish a more specified definition of client needs and to obtain approval in principal. The estimates include the value of land for right-of-way and roadway construction on a per-kilometre basis. An allowance has been added for lighting, signage, guardrails, landscaping, drainage, utility work or other land costs.

Table 8.1 illustrates the estimated cost of each of the scenarios considered:

Table 8.1 Table of Costs

Scenario	Roadway Construction Costs	Bridge Construction Costs	Utility Costs	Engineering and Contingencies 25%	Total Cost
Option 1 – Diamond Interchange					
1A – Standard Diamond	\$2.6 MM	\$11.8 MM	\$3.5 MM	\$4.5 MM	\$22.4 MM
1B – Staggered Intersections	\$2.3 MM	\$11.8 MM	\$3.5 MM	\$4.4 MM	\$22 MM
Option 2 – Modified Diamond					
2A – Loop	\$3.0 MM	\$14.1 MM	\$3.6 MM	\$5.1 MM	\$25.8 MM
2B – Modified Loop	\$2.8 MM	\$12.1 MM	\$3.5 MM	\$4.6 MM	\$23 MM

9. Conclusions

The primary purpose of this review was to determine a method to rebuild the Winnipeg Street Bridge over Ring Road with minimal impact on road users. The secondary purpose was to examine possible improvements to the interchange that would address future needs such as new development in the area, the need to add driving lanes to Ring Road and the potential for a grade separated railway crossing on Ring Road at the CNR Qu'Appelle Subdivision.

Rebuilding the Winnipeg Street Bridge in the existing location is the least expensive option, however, is not recommended for the following reasons:

- The Winnipeg Street Bridge would need to be closed to traffic for about a year to allow a new bridge to be built. Traffic would be redirected to other streets causing considerable hardship to many road users and businesses; and
- The existing alignment does not provide sufficient capacity for proposed future development unless significant property is acquired (Co-op Home Centre.)

The new bridge can be constructed east or west of the existing location. Building the bridge east of the existing location requires significant land acquisition from Co-op Home Centre in order to eliminate jogs in the Winnipeg Street alignment and moves the new bridge closer to the CNR Qu'Appelle Subdivision. This may impact the future design of a grade separation on Ring Road at the crossing. Constructing the bridge west of the existing bridge requires a longer span bridge because of the greater skew angle, but it provides more design flexibility. It was concluded that the new bridge should be designed to be west of the existing bridge location.

Two general layout options were selected for further review and analysis. The following factors were deemed as critical needs and determined the final options that were selected for further consideration:

- Winnipeg Street at the bridge cannot be closed during construction of the new bridge;
- Jogs must be eliminated in the alignment of Winnipeg Street; and
- All existing railway crossings should be maintained.

A diamond type interchange was one of the options selected for further review. The existing Winnipeg Street interchange is a diamond interchange. The diamond interchange meets all of today's traffic demands, but will operate at a low level of service after proposed residential and commercial development occurs.

The other option considered was a modified diamond with a free flow loop to replace a left turn ramp with a traffic signal. The decision to build the new bridge west of the existing bridge creates additional space in the southeast quadrant that will allow room for the loop. This design best provides for future development and will operate at an acceptable level of service at full development.

Both options will meet all of the City's traffic requirements, today and in the future. The diamond interchange option is less costly, primarily due to the cost of the bridge (span length is less), but has greater negative impacts to the residential area. The modified diamond with the loop addresses this concern and provides an improved level of service for traffic flow, however, capital costs are higher. Operational costs are slightly lower due to less road maintenance due to heavy trucks turning at a signalized intersection and less traffic signals to maintain.

Numerous meetings were held with the Steering Committee to evaluate the options based on a variety of criteria.

In conclusion, the diamond interchange with staggered intersections was selected as the preferred option. Minor changes were made to the layout to address issues raised during analysis of the various options. The preferred option is illustrated in **Figure 9.1**.

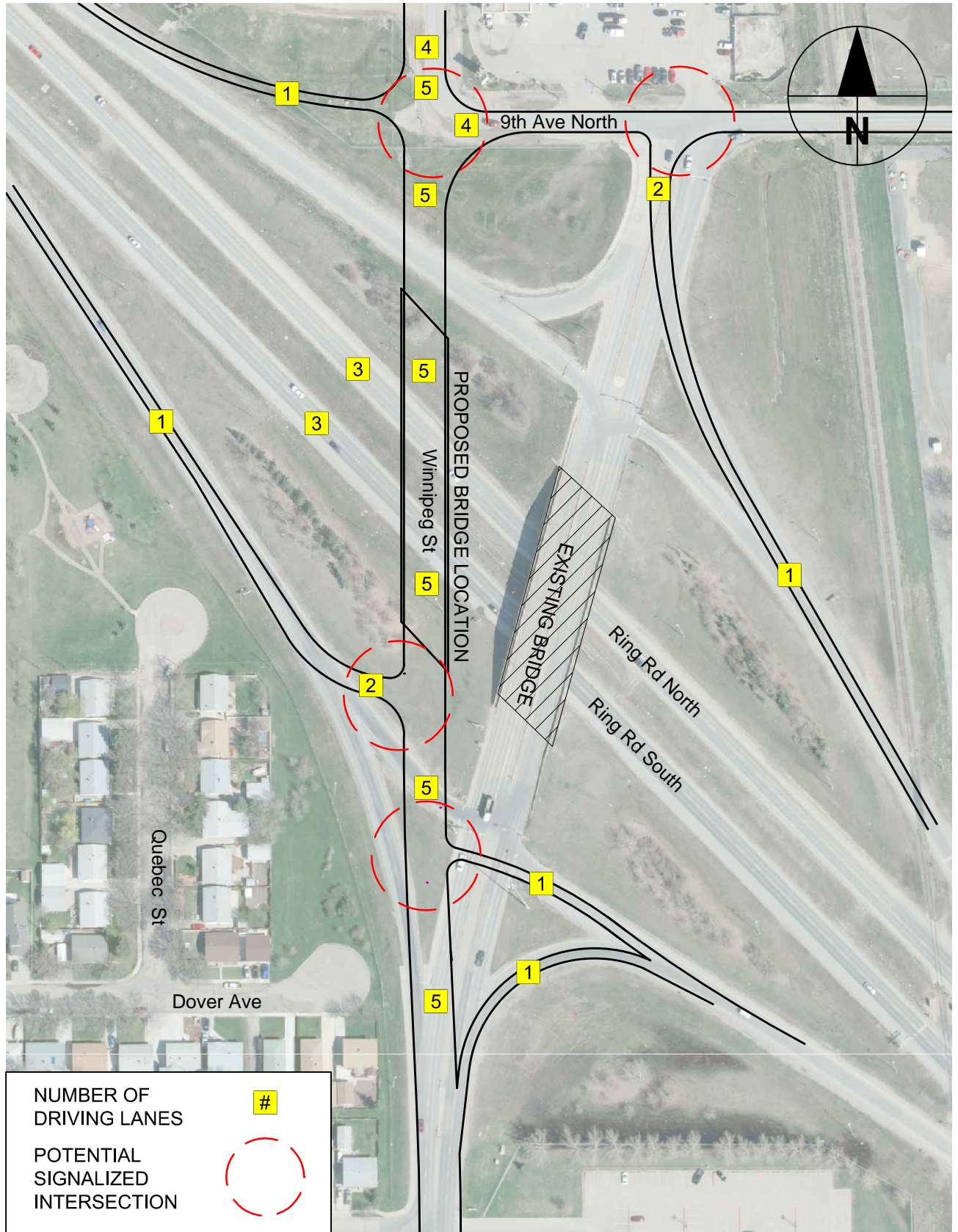


Figure 9.1 illustrates the geometric layout of the preferred option. The preferred option will operate at an acceptable level of service at full development and is the least costly option. The estimated cost of the preferred option is \$21.8 MM.

The preferred option salvages existing ramps as much as possible and does not require property acquisition. The critical intersection, based on potential travel delays, is the Winnipeg Street/9th Avenue North intersection. This intersection will require traffic signals be installed immediately in conjunction with the opening of the new bridge. Traffic signals will also be required immediately at the east to northbound ramp terminal on Winnipeg Street. This intersection has a high percentage of large trucks destined to the Consumer's Co-operative Refinery Limited (CCRL) making the left turn on to Winnipeg Street. Traffic signals will address safety concerns. Other intersections may require traffic signals in the future.

The 750 mm PVC water supply main located within the centre median of Ring Road will require relocation to allow for bridge foundation work. The actual location of the water main should be accurately located prior to detailed design. Relocation work will require traffic restrictions on Ring Road during construction.

Appendix A

Value Engineering Session
Team Members

Appendix A

VALUE ENGINEERING SESSION TEAM MEMBERS

CORE TEAM

Sharla Cote	City of Regina	
Brad Babcock	City of Regina	
Dustin McCall	City of Regina	
Ravi Seera	City of Regina	
Scott Thomas	City of Regina	
Vincent Strand	City of Regina	
Brian Ruck	AECOM	Value Engineering Lead
Brent Steranka	AECOM	Structure
Allan Duff	AECOM	Traffic Accommodations/Design
Joe Hladky	AECOM	Rail
Les Hempsey (day 1)	AECOM	Designer
Justin Demong	AECOM	Team Assistant

STAKEHOLDER GROUP

Sharron Bryce	Ward Councillor	
Wade Murray	Ward Councillor	
Kelly Wyatt	City of Regina	
Adam Homes	City of Regina	
Mark Simpson	CCRL	
Vanessa Cozine	Enbridge Pipelines	
Jim Anderson	Sherwood Co-op	
Dale Wilson	Canadian Pacific Railway	
Linda Vergata	Canadian National Railway	
Dorian Wandzura	City of Regina	Declined
Jason Carlston	City of Regina	Declined
Jerry Flegel	Ward Councillor	Declined

Appendix B

Value Engineering
Summary Sheets

CREATIVE IDEA LISTING AND EVALUATION

PROJECT: Winnipeg Street Bridge Realignment Study		City of Regina
NO.	IDEA DESCRIPTION	RATING
VE 1	Construct one-way pairs – 2-lanes per direction	N
VE 2	Build a temporary diamond interchange at Broad Street to facilitate traffic management during construction at Winnipeg Street.	N
VE 3	Modify north side connections to improve access to the 9 th Avenue North and Winnipeg Street North.	CF
VE 4	Use rapid bridge replacement and build bridge on existing alignment – modify cross section beneath bridge to accommodate future 6-lanes on Ring Road.	CF
VE 5	Use roundabout on south side for east bridge options.	N
VE 6	Combine CP crossing with Winnipeg Street crossing – use a parclo A/B on west side.	N
VE 7	Move CP Tracks further to the west at Winnipeg Street and tie into existing tracks south of Staples.	N
VE 8	Modify Alt “@A” to put WM on-ramp from 9 th Avenue North.	N
VE 9	Modify 3A – WB off-ramp to tie to Winnipeg Street rather than 9 th Avenue North.	CF
VE10	Modify 2A with a new 4-lane road to the east but keep existing Winnipeg Street Alignment over Ring Road.	N
VE 11	Roll existing Winnipeg Street Bridge superstructure to a new temporary support system and build new bridge on existing alignment (C/W VE 18)	CF
VE 12	Combine north side of 2B with south side of 2A.	N
VE 13	Modify 3A to move the new bridge closer to the existing road alignment of Winnipeg Street at the Ring Road crossing.	CF
VE 14	Modify 3A to move the bridge further to the west on a curve.	CF
VE 15	Shift Ring Road to the south through the Winnipeg Street interchange.	N
VE 16	Build single point diamond interchange (SPUI).	N
VE 17	Tighten the north side ramps; build the new bridge on the existing alignment and tie crossing directly to Winnipeg Street.	CF
VE 18	Modify Alt 1 (build bridge on existing crossing) to have WB on ramp enter directly from 9 th Avenue North.	CF
VE 19	Combine north side of 3A with the south side of 2A.	CF
VE 20	Tie Winnipeg Street crossing directly to 9 th Avenue North and “T” Winnipeg Street North to crossing road.	N
VE 21	Use pre-cast deck panels to expedite bridge construction.	CF
VE 22	Use NU bridge girders to expedite bridge construction.	CF
VE 23	Modify 2B – WB off directly to Winnipeg Street North	N
VE 24	Add a free flow NB right turn to 9 th Avenue North in Alt 3A	CF
VE 25	Modify 3A to provide a “B” loop exit on south side.	CF
VE 26	Use a Parclo A/B for Alt 3A – all ramps on east side.	CF
VE 27	For Alts 3A and 3B; replace EB off loop ramp with direct ramp and signalized intersection.	CF
VE 28	For 3A and 3B; move EB on-ramp further north to minimize impacts to Staples.	CF
VE 29	For Alt 3 – eliminate the EB direct off-ramp; combine with B loop exit and combine in a single signalized intersection.	CF
VE 30	Modify VE29 to move the EB on-ramp further north to minimize impacts on Staples.	CF
Rating: CF = Carried Forward; N – Not Carried Forward; CW = Combined With; DS = Design Suggestion ABD = Already being done; FDD = Failed During Development		

Appendix C

Value Engineering Workshop Agenda

Appendix C Workshop Agenda

DAY 1 – Tuesday January 15, 2013

- 8:00 TEAM MEMBERS ARRIVE
- 8:05 INTRODUCTION TO WORKSHOP
- Welcome and opening remarks
 - Team member Introductions
 - Objectives of the workshop
 - Workshop organization and agenda
- 8:30 STAKEHOLDER PROJECT BRIEFING/INFORMATION PHASE - Presentation by Project Team
- Project goals
 - Presentation of project issues, constraints, challenges, opportunities by project team
 - “Sacred cows”
- 10:30 BREAK
- 10:45 DATA REVIEW
- 11:30 FUNCTION ANALYSIS
- Identification of project functions
 - Identify value mismatches
 - Identify key areas for further study
- 12:00 LUNCH
- A light lunch will be provided. Please notify AECOM if you have any dietary concerns
- 1:00 SITE VISIT
- 3:00 CREATIVE PHASE
- Whole group brainstorming to identify opportunities (ideas) for value enhancement
- 5:00 DAY 1 - WRAP-UP

DAY 2 – Wednesday January 16, 2013

- 8:00 TEAM MEMBERS ARRIVE
- 8:15 VE TEAM LEADER STATUS REPORT
- 8:30 CREATIVE PHASE – Anything new to add
- 9:30 EVALUATION PHASE
- Select short list ideas for further analysis
- 10:00 DEVELOPMENT PHASE – Small Groups/Individuals
- Description of Idea
 - Sketches
 - Advantages – Disadvantages
 - VE Proposal Summaries
- 12:00 LUNCH
- 5:00 Day 2 - WRAP-UP

DAY 3 – Thursday January 17, 2013

- 8:00 TEAM MEMBERS ARRIVE
- 8:15 VE TEAM LEADER STATUS REPORT
- 8:30 DEVELOPMENT PHASE – Finalize write-ups
- Description of Idea
 - Sketches
 - Advantages – Disadvantages
 - VE Proposal Summaries
- 11:00 INTERNAL - VE TEAM CONFIRMATION OF VE PROPOSALS
- 12:00 LUNCH
- 3:30 STAKEHOLDER PRESENTATION OF VE PROPOSALS
- 4:30 WRAP-UP

February 25, 2019

To: His Worship the Mayor
And Members of City Council

Re: Executive Committee: 2018 Semi-Annual Review of Closed Executive Committee Items

RECOMMENDATION

RECOMMENDATION OF THE EXECUTIVE COMMITTEE – FEBRUARY 13, 2019

That this report be received and filed.

EXECUTIVE COMMITTEE – FEBRUARY 13, 2019

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

Mayor Michael Fougere, Councillors: Lori Bresciani (Chairperson), Sharron Bryce, John Findura, Bob Hawkins, Jason Mancinelli, Mike O'Donnell, Andrew Stevens and Barbara Young were present during consideration of this report by the Executive Committee.

The Executive Committee, at the **PRIVATE** session of its meeting held on February 13, 2019, considered the following report from the City Manager:

RECOMMENDATION

That this report be forwarded to the February 25, 2019 City Council meeting for information.

CONCLUSION

The Committee should review the provided information on reports considered in private session to determine whether any reports may now be released to the public.

BACKGROUND

Pursuant to Section (4) of Schedule "A" of the Procedure Bylaw, the Administration has undertaken a review of all confidential items considered by the Committee since its last review. This review is to determine which of the reports are no longer confidential in nature and can now be released to the public and which reports should remain permanently closed.

DISCUSSION

The reports considered by the Executive Committee in private session from July to December 2018 have been compiled in the attached schedules.

RECOMMENDATION IMPLICATIONS

Financial Implications

There are no financial considerations with respect to the recommendations.

Environmental Implications

There are no environmental implications related to the recommendations.

Strategic Implications

A semi-annual review of matters considered in closed session promotes an open and transparent government.

Other Implications

There are no other implications associated with the recommendations.

Accessibility Implications

There are no accessibility implications associated with the recommendations.

COMMUNICATION PLAN

Items included on public agendas are posted to the City's website.

DELEGATED AUTHORITY

The recommendation contained in this report requires City Council approval.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Jim Nicol', with a stylized flourish at the end.

Jim Nicol, Secretary

**REVIEW OF CLOSED EXECUTIVE COMMITTEE ITEMS
JULY TO DECEMBER – 2018 REVIEW****REPORTS FORWARDED TO CITY COUNCIL**

Date Last Considered	Subject	Date Submitted to Council
July 4, 2018	E18-25 2018 Semi-Annual Review of Closed Executive Committee Items	July 30, 2018
November 14, 2018	E18-45 2019 Elected Official Committee Appointments	November 26, 2018
	E18-46 2019 Citizen & Organization Appointments to Committees	November 26, 2018
	E18-47 2019 Appointments to the Board of Directors for Regina Downtown BID	November 26, 2018

MOTION

February 25, 2019

City Clerk
City Hall
Regina, Saskatchewan

Dear Sir:

Re: Airport Transit

WHEREAS the City of Regina's Transportation Master Plan (TMP) focuses on increasing public transit ridership;

WHEREAS section 7.4 of the TMP addresses the need to "Support access to municipal and regional intermodal facilities including the Regina International Airport";

WHEREAS the TMP makes a recommendation to "Reinforce the role of Regina International Airport as a key gateway"; and

WHEREAS transit access to the Regina International Airport could service thousands of travellers and workers employed at the Airport and surrounding businesses;

THEREFORE BE IT RESOLVED that Administration prepare a report for Community and Protective Services for Q2 of 2019 that:

1. Identifies the costs, benefits, and ridership statistics related to a dedicated airport route;
2. Identifies the costs, benefits, and ridership statistics related to an airport stop using an existing route(s);
3. In consultation with the Regina Airport Authority, identifies the challenges and potential solutions to servicing the needs of travellers and employees who work at or around the Regina International Airport and airport lands; and
4. Identifies potential third party capital and operational funding support for an airport transit service.

Respectfully submitted,



Andrew Stevens
Councillor - Ward 3

MOTION

February 25, 2019

City Clerk
City Hall
Regina, Saskatchewan

Dear Sir:

Re: Parking Investments

WHEREAS the downtown is afforded special recognition in the Official Community Plan (OCP) and part of a “City Centre that is the primary hub for civic, cultural and major office uses”;

WHEREAS Downtown is the principal source of parking meter revenue for the City of Regina; and

WHEREAS there may be value in changing the perception of meter and parking revenue from an alleged “cash grab” to an investment in parking technologies, services, infrastructure, and other amenities located in the surrounding communities;

THEREFORE BE IT RESOLVED:

1. That Administration report back to the Community and Protective Services Committee in Q2 of 2019 with a strategy and financial implications of committing a portion of parking meter revenue to the Downtown and other areas where metered fares are collected; and
2. That Administration consider the Downtown Deferred Revenue Account (DDRA) as a potential destination for parking revenue.

Respectfully submitted,



Andrew Stevens
Councillor - Ward 3

NOTICE OF MOTION

February 25, 2019

City Clerk
City Hall
Regina, Saskatchewan

Dear Sir:

Please be advised that we will submit the following NOTICE of MOTION at the February 25, 2019 meeting of City Council:

Re: Request of Province for Public Inquiry – Wascana/Brandt Building

WHEREAS Wascana Park is treasured by all Regina residents and Saskatchewan citizens;

WHEREAS it is vital that the Park be administered and managed having regard to the educational, research, cultural, recreational and conservational uses set out for the Park in legislation and the Park Master Plan;

WHEREAS matters related to the proposed Brandt Office Building in the Park have been shrouded in secrecy despite the need for transparency for the protection of the park; and,

WHEREAS there is concern that due process has not been followed with respect to the approval of the proposed building including, but not limited to, the following:

- the conduct of the 2015 “Expression of Interest” process that converted a CNIB fundraising campaign to replace a modest, one-storey building in the park into a Brandt development project to construct a significantly larger, four-storey, office building at the same location;
- the 2016 lease agreement between the Government of Saskatchewan and CNIB which lists incompatible park uses in Schedule C;
- the deficiencies in the 2016 public consultation process;
- the 2017 replacement of the tri-partite Wascana Centre Authority with the Provincial government dominated Provincial Capital Commission;
- the 2017 resignation of members from, and the 2018 ‘refreshment of,’ the Architectural Advisory Committee;
- the 2018 advertisement in a national newspaper by a commercial realtor for office, retail and other uses in the proposed four-storey building that would be incompatible with permitted park uses; and,
- the 2019 disregard of signage and demolition regulations associated with the office construction;

THEREFORE BE IT RESOLVED THAT:

1. The Mayor, on behalf of Regina City Council, write to the Premier of Saskatchewan, the Minister of Central Services and the Chair of the Provincial Capital Commission, asking that a public inquiry, led by an independent chair, be appointed to inquire into all aspects of the application for the construction of the proposed Brandt Office Building in Wascana Park, the said inquiry to have the full authority to gather oral and written evidence including correspondence, reports and meeting minutes, and all other relevant evidence, for the purpose of making that information part of the public record, and for the purpose of making recommendations with respect to the application; and
2. Further consideration of the application, and any construction activity associated with it, be halted pending the recommendations of the inquiry.

Respectfully submitted,



Bob Hawkins
Councillor – Ward 2



Andrew Stevens
Councillor – Ward 3

NOTICE OF MOTION

February 25, 2019

City Clerk
City Hall
Regina, Saskatchewan

Dear Sir:

Please be advised that we will submit the following NOTICE of MOTION at the February 25, 2019 meeting of City Council:

Re: Provincial Capital Commission Transparency

WHEREAS the public has a great interest in Wascana Centre and the Provincial Capital grounds;

WHEREAS the landowners: The Government of Saskatchewan, The City of Regina and The University of Regina, are partners in the maintenance and funding of Wascana Centre;

WHEREAS there is a lack of public information about the ongoing activities of the Provincial Capital Commission and future plans for Wascana Centre; and,

WHEREAS lack of information has raised public concern about the present and the future of development in Wascana Centre;

THEREFORE BE IT RESOLVED THAT:

1. Regina City Council requests the Government of Saskatchewan, as the landowner of the property leased to CNIB and through CNIB to Brandt Industries, provide:
 - The processes required for development of any property in Wascana Centre as outlined in the Wascana Centre Master Plan 2016;
 - The processes that have been completed in reference to the Government owned property currently leased to CNIB and leased by CNIB to Brandt Industries; and,
 - The processes that have yet to be completed as required by the Wascana Centre Master Plan and the requirements outlined by the Provincial Capital Commission Board.
2. This information and any other development in Wascana Centre be available to the public including on the Wascana Centre website.

3. The Government of Saskatchewan share with the public, on an ongoing basis, the major work of the Provincial Capital Commission and the PCC Board, including regular updates of any development planned for Wascana Centre and the ongoing care of Wascana Centre as prescribed by the Wascana Centre Master Plan 2016.

Respectfully submitted,



Barbara Young
Councillor – Ward 1



Mike O'Donnell
Councillor – Ward 8

BYLAW NO. 2019-4

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2019

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

- 1 The purpose of this Bylaw is to provide a Housing Incentive Tax Exemption to the owners of properties that qualify under the City of Regina's Housing Incentives Policy.

Authority

- 2 The authority for this Bylaw is subsection 262(4) of *The Cities Act*.

Exemption

- 3 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 112 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 12
Condominium Plan 102164778, Extension 0

- (b) the property located at 113 1920 7th Avenue E. and legally described as:

Condominium Parcel 202981136
Unit 13
Condominium Plan 102162338, Extension 0

- (c) the property located at 115 1920 7th Avenue E. and legally described as:

Condominium Parcel 202981136
Unit 15
Condominium Plan 102162338, Extension 0

- (d) the property located at 116 1920 7th Avenue E. and legally described as:

Condominium Parcel 202981136
Unit 16
Condominium Plan 102162338, Extension 0

- (e) the property located at 117 1920 7th Avenue E. and legally described as:

Condominium Parcel 202981136
Unit 17
Condominium Plan 102162338, Extension 0

- (f) the property located at 121 1920 7th Avenue E. and legally described as:

Condominium Parcel 202981136
Unit 21
Condominium Plan 102162338, Extension 0

- (g) the property located at 137 1920 7th Avenue E. and legally described as:

Condominium Parcel 202981136
Unit 37
Condominium Plan 102162338, Extension 0

- (h) the property located at 138 1920 7th Avenue E. and legally described as:

Condominium Parcel 202981136
Unit 38
Condominium Plan 102162338, Extension 0

- (i) the property located at 15 1033 Edgar Street and legally described as:

Condominium Parcel 203262331
Unit 25
Condominium Plan 102228207, Extension 0

- (j) the property located at 16 1033 Edgar Street and legally described as:

Condominium Parcel 203262331
Unit 26
Condominium Plan 102228207, Extension 0

- (k) the property located at 17 1033 Edgar Street and legally described as:

Condominium Parcel 203262331
Unit 27
Condominium Plan 102228207, Extension 0

- (l) the property located at 18 1033 Edgar Street and legally described as:

Condominium Parcel 203262331
Unit 28
Condominium Plan 102228207, Extension 0

- (m) the property located at 19 1033 Edgar Street and legally described as:

Condominium Parcel 203262331
Unit 29
Condominium Plan 102228207, Extension 0

- (n) the property located at 21 1033 Edgar Street and legally described as:

Condominium Parcel 203262331
Unit 31
Condominium Plan 102228207, Extension 0

- (o) the property located at 22 1033 Edgar Street and legally described as:

Condominium Parcel 203262331
Unit 32
Condominium Plan 102228207, Extension 0

- (p) the property located at 23 1033 Edgar Street and legally described as:

Condominium Parcel 203262331
Unit 33
Condominium Plan 102228207, Extension 0

- (q) the property located at 24 1033 Edgar Street and legally described as:

Condominium Parcel 203262331
Unit 34
Condominium Plan 102228207, Extension 0

- (r) the property located at 201 B 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 49
Condominium Plan 102239254, Extension 0

- (s) the property located at 202 A 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 50
Condominium Plan 102239254, Extension 0

- (t) the property located at 202 B 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 51
Condominium Plan 102239254, Extension 0

- (u) the property located at 203 A 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 53
Condominium Plan 102239254, Extension 0

- (v) the property located at 203 B 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 52
Condominium Plan 102239254, Extension 0

- (w) the property located at 204 B 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 45
Condominium Plan 102239254, Extension 0

- (x) the property located at 205 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 46
Condominium Plan 102239254, Extension 0

- (y) the property located at 301 A 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 31
Condominium Plan 102239254, Extension 0

- (z) the property located at 301 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 39
Condominium Plan 102239254, Extension 0

- (aa) the property located at 303 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 41
Condominium Plan 102239254, Extension 0

- (bb) the property located at 304 A 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 34
Condominium Plan 102239254, Extension 0

- (cc) the property located at 304 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 42
Condominium Plan 102239254, Extension 0

- (dd) the property located at 305 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 35
Condominium Plan 102239254, Extension 0

- (ee) the property located at 306 A 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 28
Condominium Plan 102239254, Extension 0

- (ff) the property located at 306 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 36
Condominium Plan 102239254, Extension 0

- (gg) the property located at 307 A 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049

Unit 29
Condominium Plan 102239254, Extension 0

- (hh) the property located at 307 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 37
Condominium Plan 102239254, Extension 0

- (ii) the property located at 308 A 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 30
Condominium Plan 102239254, Extension 0

- (jj) the property located at 308 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 38
Condominium Plan 102239254, Extension 0

- (kk) the property located at 502 A 3359 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 61
Condominium Plan 102239254, Extension 0

- (ll) the property located at 502 B 3359 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 71
Condominium Plan 102239254, Extension 0

- (mm) the property located at 504 A 3359 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 63
Condominium Plan 102239254, Extension 0

- (nn) the property located at 102 A 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 22
Condominium Plan 102239254, Extension 0

- (oo) the property located at 102 B 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 23
Condominium Plan 102239254, Extension 0

- (pp) the property located at 103 A 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 25
Condominium Plan 102239254, Extension 0

- (qq) the property located at 103 B 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 24
Condominium Plan 102239254, Extension 0

- (rr) the property located at 104 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 17
Condominium Plan 102239254, Extension 0

- (ss) the property located at 105 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 18
Condominium Plan 102239254, Extension 0

- (tt) the property located at 106 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049

Unit 19
Condominium Plan 102239254, Extension 0

- (uu) the property located at 3929 James Hill Road and legally described as:

Condominium Parcel 203353736
Unit 4
Condominium Plan 102252642, Extension 0

- (vv) the property located at 2111 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 124
Condominium Plan 102176984, Extension 0

- (ww) the property located at 2120 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 128
Condominium Plan 102176984, Extension 0

- (xx) the property located at 2205 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 139
Condominium Plan 102176984, Extension 0

- (yy) the property located at 2215 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 144
Condominium Plan 102176984, Extension 0

- (zz) the property located at 2220 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 146
Condominium Plan 102176984, Extension 0

- (aaa) the property located at 2402 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 193
Condominium Plan 102176984, Extension 0

- (bbb) the property located at 2403 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 176
Condominium Plan 102176984, Extension 0

- (ccc) the property located at 2406 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 191
Condominium Plan 102176984, Extension 0

- (ddd) the property located at 2411 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 180
Condominium Plan 102176984, Extension 0

- (eee) the property located at 2416 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 186
Condominium Plan 102176984, Extension 0

- (fff) the property located at 2417 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 183
Condominium Plan 102176984, Extension 0

- (ggg) the property located at 103 2715 Narcisse Drive and legally described as:

Condominium Parcel 203416028
Unit 3
Condominium Plan 102269134, Extension 0

- (hhh) the property located at 104 2715 Narcisse Drive and legally described as:

Condominium Parcel 20341608
Unit 4
Condominium Plan 102269134, Extension 0

- (iii) the property located at 127 2715 Narcisse Drive and legally described as:

Condominium Parcel 203416028
Unit 27
Condominium Plan 102269134, Extension 0

- (jjj) the property located at 128 2715 Narcisse Drive and legally described as:

Condominium Parcel 203416028
Unit 28
Condominium Plan 102269134, Extension 0

- (kkk) the property located at 5544 Prefontaine Avenue and legally described as:

Surface Parcel 202998246
Lot 65
Block 71
Plan 102165375, Extension 0

- (lll) the property located at 5556 Prefontaine Avenue and legally described as:

Surface Parcel 202997908
Lot 62
Block 71
Plan 102165375, Extension 0

- (mmm) the property located at 5604 Prefontaine Avenue and legally described as:

Surface Parcel 202999427
Lot 57
Block 71
Plan 102165375, Extension 0

- (nnn) the property located at 5608 Prefontaine Avenue and legally described as:

Surface Parcel 202997885
Lot 56
Block 71
Plan 102165375, Extension 0

- (ooo) the property located at 5612 Prefontaine Avenue and legally described as:

Surface Parcel 202998224
Lot 55
Block 71
Plan 102165375, Extension 0

(ppp) the property located at 5624 Prefontaine Avenue and legally described as:

Surface Parcel 202998820
Lot 52
Block 71
Plan 102165375, Extension 0

(qqq) the property located at 5636 Prefontaine Avenue and legally described as:

Surface Parcel 202999382
Lot 49
Block 71
Plan 102165375, Extension 0

(rrr) the property located at 5640 Prefontaine Avenue and legally described as:

Surface Parcel 202997863
Lot 48
Block 71
Plan 102165375, Extension 0

(sss) the property located at 5644 Prefontaine Avenue and legally described as:

Surface Parcel 202998213
Lot 47
Block 71
Plan 102165375, Extension 0

(ttt) the property located at 5652 Prefontaine Avenue and legally described as:

Surface Parcel 202999089
Lot 45
Block 71
Plan 102165375, Extension 0

(uuu) the property located at 5660 Prefontaine Avenue and legally described as:

Surface Parcel 202999078
Lot 43
Block 71
Plan 102165375, Extension 0

- 4 The following properties are exempt from taxation equal to 25 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:
- (a) the property located at 4402 Albulet Drive and legally described as:

Surface Parcel 202733737
Lot 36
Block 44
Plan 102111152, Extension 0
 - (b) the property located at 5715 Glide Crescent and legally described as:

Surface Parcel 202815435
Lot 24
Block 58
Plan 102130119, Extension 0
 - (c) the property located at 5424 McKenna Crescent and legally described as:

Surface Parcel 202750736
Lot 32
Block 22
Plan 102113390, Extension 0
 - (d) the property located at 5444 McKenna Crescent and legally described as:

Surface Parcel 202751142
Lot 37
Block 22
Plan 102113390, Extension 0
 - (e) the property located at 2907 Montreal Crescent and legally described as:

Surface Parcel 107185204
Lot 11
Block 5
Plan FF3885, Extension 0
 - (f) the property located at 5213 Tutor Way and legally described as:

Surface Parcel 166154621
Lot 3
Block 24
Plan 102088403, Extension 0

- 5 The following property is exempt from taxation equal to 100% of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:
- (a) the property located at 2772 MacKay Street and legally described as:
- Surface Parcel 107180535
Lot 23
Block 58
Plan U2439, Extension 0
- 6 The following property is exempt from taxation equal to 25 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:
- (a) the property located at 2650 Lacon Street and legally described as:
- Surface Parcel 107214229
Lot 32
Block 51
Plan AT1088, Extension 0
- (b) the property located at 2652 Lacon Street and legally described as:
- Surface Parcel 107214218
Lot 31
Block 51
Plan AT1088, Extension 0
- (c) the property located at 2777 McDonald Street and legally described as:
- Surface Parcel 203039771
Lot 45
Block 57
Plan 102173239, Extension 0
- (d) the property located at 408 Rae Street and legally described as:
- Surface Parcel 109602367
Lot 38
Block 30
Plan AP5716, Extension 0
- Surface Parcel 112001263

Lot 39
Block 30
Plan AP5716, Extension 38

- 7 The following property is exempt from taxation equal to 25 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 265 Toronto Street and legally described as:

Surface Parcel 107188971
Lot 17
Block 27
Plan AY5450, Extension 0

Surface Parcel 112328670
Lot 22
Block 27
Plan 101230591, Extension 29

- 8 The following properties are exempt from taxation equal to 75 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2022, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 5226 Campling Avenue and legally described as:

Surface Parcel 202732387
Lot 25
Block 45
Plan 102111152, Extension 0

- (b) the property located at 5018 Cessna Way and legally described as:

Surface Parcel 202773775
Lot 8
Block 52
Plan 102119015, Extension 0

- 9 The following property is exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 1821 Atkinson Street and legally described as:

Surface Parcel 107044354
Lot 5
Block 6
Plan G384, Extension 0

- (b) the property located at 2505 Atkinson Street and legally described as:

Surface Parcel 107208907
Lot 2
Block 19
Plan U2439, Extension 0

- (c) the property located at 124 College Avenue E. and legally described as:

Surface Parcel 107194990
Lot 18
Block 74
Plan DV270, Extension 0

- (d) the property located at 126 College Avenue E. and legally described as:

Surface Parcel 107194989
Lot 17
Block 74
Plan DV270, Extension 0

- (e) the property located at 708 College Avenue and legally described as:

Surface Parcel 107161871
Lot 23
Block 81
Plan DV270, Extension 0

- (f) the property located at 2127 Edgar Street and legally described as:

Surface Parcel 107203845
Lot 7
Block 50
Plan DV270, Extension 0

- (g) the property located at 2220 Edward Street and legally described as:

Surface Parcel 161401216
Block F
Plan 101875237, Extension 0

- (h) the property located at 5707 Glide Crescent and legally described as:

Surface Parcel 202815963
Lot 22
Block 58
Plan 102130119, Extension 0

- (i) the property located at 5711 Glide Crescent and legally described as:

Surface Parcel 202816111
Lot 23
Block 58
Plan 102130119, Extension 0

- (j) the property located at 3301 Green Poppy Street and legally described as:

Surface Parcel 203208667
Block C
Plan 102196302, Extension 1

- (k) the property located at 1914 Halifax Street and legally described as:

Surface Parcel 203278653
Lot 43
Block 349
Plan 102233023, Extension 0

- (l) the property located at 1711 Horizons Way and legally described as:

Condominium Parcel 203278990
Unit 1
Condominium Plan 102233203, Extension 0

- (m) the property located at 1721 Horizons Way and legally described as:

Condominium Parcel 203278990
Unit 2
Condominium Plan 102233203, Extension 0

- (n) the property located at 1731 Horizons Way and legally described as:

Condominium Parcel 203278990
Unit 3
Plan 102233203, Extension 0

- (o) the property located at 2248 Lorne Street and legally described as:

Surface Parcel 107010199
Lot 32
Block 431
Plan 98RA28309, Extension 0

- (p) the property located at 2768 MacKay Street and legally described as:

Surface Parcel 107180546
Lot 24
Block 58
Plan U2439, Extension 0

- (q) the property located at 2278 McAra Street and legally described as:

Surface Parcel 107194147
Lot 21
Block 60
Plan DV270, Extension 0

- (r) the property located at 2844 McAra Street and legally described as:

Surface Parcel 107302171
Lot 22
Block 72
Plan U2439, Extension 0

- (s) the property located at 1951 Montreal Street and legally described as:

Surface Parcel 107031013
Lot 15
Block 354
Plan Old 33, Extension 0

- (t) the property located at 500 Osler Street and legally described as:

Surface Parcel 107097420
Lot 30
Block 1
Plan F4996, Extension 0

- (u) the property located at 504 Osler Street and legally described as:

Surface Parcel 107097431
Lot 29
Block 1
Plan F4996, Extension 0

- (v) the property located at 501 Ottawa Street and legally described as:

Surface Parcel 107131586
Lot 1
Block 5
Plan F4996, Extension 0

- (w) the property located at 503 Ottawa Street and legally described as:

Surface Parcel 107131575
Lot 2
Block 5
Plan F4996, Extension 0

- (x) the property located at 960 Wallace Street and legally described as:

Surface Parcel 112363949
Lot 25
Block 8
Plan T4085, Extension 28

Surface Parcel 107134275
Lot 26
Block 8
Plan T4085, Extension 0

- 10 The following property is exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 1060 Dorothy Street and legally described as:

Surface Parcel 161553034
Block Q
Plan 101882370, Extension 0

- 11 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 1317 15th Avenue and legally described as:

Surface Parcel 107197296
Lot 27

Block 468
Plan AZ349, Extension 0

- (b) the property located at 2231 Lindsay Street and legally described as:

Surface Parcel 107217435
Lot 8
Block 59
Plan DV270, Extension 0

- (c) the property located at 1360 McTavish Street and legally described as:

Surface Parcel 109612661
Lot 25
Block 164
Plan DV4404, Extension 0

- (d) the property located at 1920 Retallack Street and legally described as:

Surface Parcel 110989198
Lot 36
Block 338
Plan Old 33, Extension 0

- (e) the property located at 2701 Wallace Street and legally described as:

Surface Parcel 107181446
Lot 1
Block 50
Plan U2439, Extension 0

- (f) the property located at 2242 Winnipeg Street and legally described as:

Surface Parcel 203404799
Lot 47
Block 419
Plan 102264881, Extension 0

- (g) the property located at 2246 Winnipeg Street and legally described as:

Surface Parcel 203404788
Lot 46
Block 419
Plan 102264881, Extension 0

- 12 The exemptions in section 3 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "A".
- 13 The exemptions in section 4 and 5 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "B".
- 14 The exemptions in section 6 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "C".
- 15 The exemptions in sections 7, 8 and 9 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "D".
- 16 The exemptions in section 10 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "E".
- 17 The exemptions in section 11 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "F".
- 18 The exemptions in sections 4, 5, 6, 7, 8, 9, 10 and 11 shall apply to a subsequent owner of an exempt property if the new owner is eligible under the Housing Incentive Policy and complies with the terms of the applicable Tax Exemption Agreement.
- 19 The City Clerk is authorized to sign and seal the Agreements referred to in sections 3, 4, 5, 6, 7, 8, 9, 10 and 11 on behalf of the City of Regina.

Coming Into Force

- 20 This Bylaw comes into force on the day of passage of the Bylaw, or on the date the Agreement is executed, whichever is later.

READ A FIRST TIME THIS 25th DAY OF February 2019.

READ A SECOND TIME THIS 25th DAY OF February 2019.

READ A THIRD TIME AND PASSED THIS 25th DAY OF February 2019.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Schedule "A"

TAX EXEMPTION AGREEMENT

HOUSING INCENTIVE PROGRAM - INCOME ELIGIBLE HOUSEHOLDS

2016 Housing Incentives Policy

Street Address, Regina, Saskatchewan

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**THE CITY OF REGINA
(the "City")**

- and -

**"Full Name of Owner"
(the "Owner")**

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means the City's Executive Director of Community Planning and Development or his/her designate.

"municipal portion of property taxes" means the property taxes levied by the City excluding the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

Tax Exemption

- 2(1) Upon the Owner having met all of the qualifications as an eligible purchaser of a property which has received a grant under the City's Affordable Housing Capital Contribution program including that the Owner meets the income eligibility requirements set out in Appendix A of that Agreement and pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ % of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2018.
- (1.2) Notwithstanding subsection (1), if for any reason the City is restricted to only exempting the municipal portion of the property taxes under this Agreement, the City shall only exempt the municipal portion of the property taxes for the Property in accordance with the percentage indicated in subsection (1).
- (1.3) If the City is restricted to only exempting the municipal portion, the Owner will be required to pay the rest of the property taxes and the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- (2) If the Owner fails to obtain an occupancy permit by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to new Owner-occupied residential development constructed on the property.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
 - (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;

- (c) the Owner no longer owns the Property;
 - (d) it becomes apparent that the Owner made a material misrepresentation as to his or her income eligibility as set out in the Affordable Housing Capital Contribution Agreement between the City and the vendor of the Property;
 - (d.1) the Owner owns another property at the time of purchasing the Property or buys another property during the tax exemption period;
 - (e) the Property is no longer occupied exclusively by the Owner and his immediate family as a residential dwelling unit, unless such change has been expressly approved in writing by the Executive Director;
 - (e.1) the Property is rented at any point during the tax exemption period;
 - (f) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*; or
 - (g) the Owner does not keep the taxes current on portions of the property which are not exempt; or
 - (h) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of the termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
 - (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the 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 shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner will notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This agreement is not transferrable to a subsequent Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 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.

- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

Witness

"Full name of Owner"

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____ , 20____, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan,)
 on _____ 20____.)
)
)
 _____)

 Signature of Witness

A COMMISSIONER FOR OATHS in
 and for the Province of Saskatchewan OR
 Being a Solicitor.
 My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

Schedule "B"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM –
2016 Housing Incentive Policy
Secondary Suites and Laneway Dwelling Unit
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means the City's Executive Director of City Planning and Development or his/her designate.

"municipal portion of property taxes" means the property taxes levied by the City excluding the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means the suite to be constructed on behalf of the Owner in the Property.

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain a Final Occupancy Permit or Letter of Completion (in the case of a suite added to an existing dwelling) issued by the Building Branch for the Property by October 31, 2018.
- (1.2) Notwithstanding subsection (1), if for any reason the City is restricted to only exempting the municipal portion of the property taxes under this Agreement, the City shall only exempt the municipal portion of the property taxes for the Property in accordance with the percentage indicated in subsection (1).
- (1.3) If the City is restricted to only exempting the municipal portion, the Owner will be required to pay the rest of the property taxes and the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- (2) If the Owner fails to obtain the Final Occupancy Permit or Letter of Completion by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining a Final Occupancy Permit or Letter of Completion as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to a Secondary Suite as defined in *Zoning Bylaw No. 9250* or a Laneway Dwelling Unit approved by Council.
- (2.1) The exemption shall only apply to units that are used as a residence with each unit having sleeping, cooking and toilet facilities.
- (3) The exemption provided for under this agreement is being provided on the basis that the unit will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;

- 7 The Owner shall obtain a Final Occupancy Permit or Letter of Completion by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:

- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the unit in the Property is no longer rented;
 - (d) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
 - (e) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
 - (f) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director of City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the 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 shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This Agreement is not assignable without prior written consent of the City.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 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.

- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

CITY OF REGINA

{ seal }

City Clerk

Witness

"Full name of Owner"

OR

"Full Name of Owner"

Per: _____ { seal }
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

Per: _____ { seal }
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

* 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 EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____ , 20__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan,)
 on _____ 20__.)
)
)
 _____)

 Signature of Witness

A COMMISSIONER FOR OATHS in
 and for the Province of Saskatchewan OR
 Being a Solicitor.
 My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

OR

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY	
CANADA SASKATCHEWAN	
I, _____ of Regina, Saskatchewan, <small>Print Full Name of Signing Authority</small>	
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____ <small>Month Date</small>	
A Commissioner for Oaths in and for the Province of Saskatchewan. Being a lawyer —or— My commission expires:	Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "C"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM –
2018 Housing Incentive Policy
Secondary Suites and Laneway Dwelling Unit
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"education portion of the property taxes" means the property taxes levied by the City pursuant to *The Education Property Tax Act* on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 of the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

"Executive Director" means the City's Executive Director of City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means the suite to be constructed on behalf of the Owner in the Property.

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain a Final Occupancy Permit or Letter of Completion (in the case of a suite added to an existing dwelling) issued by the Building Branch for the Property by October 31, 2018.
- (1.1) Notwithstanding subsection (1), where on an annual basis the exemption of the education portion of the property taxes for the parcel of land where the Property is located would be equal to \$25,000 or more, the exemption of the education portion of the property taxes is subject to the annual approval of the Government of Saskatchewan.
- (1.2) Where the Government of Saskatchewan does not approve of the exemption of the education portion of the property taxes or reduces the amount of the proposed exemption, the City shall reduce the exemption of the education portion of the property taxes in accordance with the Government of Saskatchewan's decision.
- (1.3) Where the exemption of the education portion of the property taxes is not approved or is reduced, the Owners will be required to pay the balance of the education portion of the property taxes and the City shall not be liable to the Owners for any amount of the tax exemption which would have otherwise been granted to the Owners.
- (2) If the Owner fails to obtain the Final Occupancy Permit or Letter of Completion by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining a Final Occupancy Permit or Letter of Completion as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.

- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to a Secondary Suite as defined in *Zoning Bylaw No. 9250* or a Laneway Dwelling Unit approved by Council.
- (2.1) The exemption shall only apply to units that are used as a residence with each unit having sleeping, cooking and toilet facilities.
- (3) The exemption provided for under this agreement is being provided on the basis that the unit will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and

- (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain a Final Occupancy Permit or Letter of Completion by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the unit in the Property is no longer rented;
 - (d) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
 - (e) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
 - (f) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director of City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the 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 shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This Agreement is not assignable without prior written consent of the City.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.

- 14 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.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

CITY OF REGINA

{ seal }

City Clerk

Witness

"Full name of Owner"

OR

"Full Name of Owner"

Per:_____
Authorized Signing Officer

{ seal }

Date:_____
DD-MMMM-YYYY

Per:_____
Authorized Signing Officer

{ seal }

Date:_____
DD-MMMM-YYYY

* 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 EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____ , 20__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__.)
)
)
)
)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

OR

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY	
CANADA SASKATCHEWAN	
I, _____ of Regina, Saskatchewan, <small>Print Full Name of Signing Authority</small>	
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____ <small>Month Date</small>	
A Commissioner for Oaths in and for the Province of Saskatchewan. Being a lawyer —or— My commission expires:	Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "D"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more RENTAL UNITS
2016 Housing Incentives Policy
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means City's Executive Director, City Planning and Development or his/her designate.

"municipal portion of property taxes" means the property taxes levied by the City excluding the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the Property.

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2018.
- (1.2) Notwithstanding subsection (1), if for any reason the City is restricted to only exempting the municipal portion of the property taxes under this Agreement, the City shall only exempt the municipal portion of the property taxes for the Property in accordance with the percentage indicated in subsection (1).
- (1.3) If the City is restricted to only exempting the municipal portion, the Owner will be required to pay the rest of the property taxes and the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- (2) If the Owner fails to obtain an occupancy permit by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.

- (2) The exemption shall apply only to new residential development that has two or more residential units or the redevelopment of an existing property into two or more residential units where all the units are rented.
- (2.1) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be available to be rented to any tenant and will not be limited to specific types of tenants or tenants with specific characteristics.
- (2.2) The exemption provided for under this agreement is being provided on the basis that the Property is not a group care facility or personal care home.
- (2.3) The exemption shall only apply to units that are used as a residence with each unit having sleeping, cooking and toilet facilities.
- (3) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and

- (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the Property is no longer rented;
 - (c.1) rental of the units in the Property is restricted to specific types of tenants or tenants with specific characteristics;
 - (d) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
 - (e) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
 - (f) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of the termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the 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 shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) The Parties agree that the rights and obligations granted and agreed to herein shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Owner's Lands and every part thereof and shall also bind the Owner and its heirs, executors, successors, assigns, lessees, sublessees and licensees, all successors in title to all or any portion of the Owner's Lands or interest therein, whether as trustee or otherwise, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Owner's Lands. The City may, at the City's own expense, register in the Saskatchewan Land Registry an interest in land based on this Agreement as against the title(s) to the Owner's Lands.
- (3) This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, successors and permitted assigns. The rights and obligations of each party shall not be assignable unless such assignment has been consented to by

each of the other parties, whose consent may in the unfettered discretion of such parties be withheld. Any transferee of any shares in the capital of a party that is a corporation shall be deemed to be a party to this Agreement and shall be governed hereby in the same manner and to the same extent as the parties which are signatory hereto. The Owner agrees that it shall cause any transferee, nominee or agent having been transferred an ownership interest in and to the lands (a **“Permitted Transferee”**) to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 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.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

In witness whereof the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{ seal }

City Clerk

Witness

"Full name of Owner"

OR

"Full Name of Owner"

Per: _____ { seal }
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

Per: _____ { seal }
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

* 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 EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, 20__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan,)
 on _____ 20__.)
)
)
)
)

 Signature of Witness

A COMMISSIONER FOR OATHS in
 and for the Province of Saskatchewan OR
 Being a Solicitor.
 My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

OR

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY	
<p>CANADA SASKATCHEWAN</p>	
<p>I, _____ of Regina, Saskatchewan, <small>Print Full Name of Signing Authority</small></p>	
<p>MAKE OATH/AFFIRM AS FOLLOWS:</p>	
<p>1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.</p>	
<p>2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.</p>	
<p>Sworn/Affirmed before me at _____, _____ on _____, 20____ <small>Month Date</small></p>	
<p>_____ A Commissioner for Oaths in and for the Province of Saskatchewan. Being a lawyer —or— My commission expires:</p>	<p>_____ Signature of Signing Authority</p>

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "E"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more RENTAL UNITS
2016 Housing Incentives Policy
Street Address, Regina, Saskatchewan
of Units Completed in 2018**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means City's Executive Director, City Planning and Development or his/her designate.

"municipal portion of property taxes" means the property taxes levied by the City excluding the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the Property.

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2017.
- (1.2) Notwithstanding subsection (1), if for any reason the City is restricted to only exempting the municipal portion of the property taxes under this Agreement, the City shall only exempt the municipal portion of the property taxes for the Property in accordance with the percentage indicated in subsection (1).
- (1.3) If the City is restricted to only exempting the municipal portion, the Owner will be required to pay the rest of the property taxes and the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- (2) If the Owner fails to obtain an occupancy permit by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.

- (2) The exemption shall apply only to new residential development that has two or more residential units or the redevelopment of an existing property into two or more residential units where all the units are rented.
- (2.1) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be available to be rented to any tenant and will not be limited to specific types of tenants or tenants with specific characteristics.
- (2.2) The exemption provided for under this agreement is being provided on the basis that the Property is not a group care facility or personal care home.
- (2.3) The exemption shall only apply to units that are used as a residence with each unit having sleeping, cooking and toilet facilities.
- (3) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and

- (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the Property is no longer rented;
 - (c.1) rental of the units in the Property is restricted to specific types of tenants or tenants with specific characteristics;
 - (d) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
 - (e) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
 - (f) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of the termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the 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 shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) The Parties agree that the rights and obligations granted and agreed to herein shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Owner's Lands and every part thereof and shall also bind the Owner and its heirs, executors, successors, assigns, lessees, sublessees and licensees, all successors in title to all or any portion of the Owner's Lands or interest therein, whether as trustee or otherwise, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Owner's Lands. The City may, at the City's own expense, register in the Saskatchewan Land Registry an interest in land based on this Agreement as against the title(s) to the Owner's Lands.
- (3) This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, successors and permitted assigns. The rights and obligations of each party shall not be assignable unless such assignment has been consented to by

each of the other parties, whose consent may in the unfettered discretion of such parties be withheld. Any transferee of any shares in the capital of a party that is a corporation shall be deemed to be a party to this Agreement and shall be governed hereby in the same manner and to the same extent as the parties which are signatory hereto. The Owner agrees that it shall cause any transferee, nominee or agent having been transferred an ownership interest in and to the lands (a **“Permitted Transferee”**) to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 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.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

In witness whereof the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{ seal }

City Clerk

Witness

"Full name of Owner"

OR

"Full Name of Owner"

Per: _____ { seal }
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

Per: _____ { seal }
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

* 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

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "F"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more RENTAL UNITS
2018 Housing Incentives Policy
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"education portion of property taxes" means the property taxes levied by the City pursuant to *The Education Property Tax Act* on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan.

"Executive Director" means City's Executive Director, City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the Property.

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2018.
- (1.2) Notwithstanding subsection (1), where on an annual basis the exemption of the education portion of the property taxes for the parcel of land where the Property is located would be equal to \$25,000 or more, the exemption of the education portion of the property taxes is subject to the annual approval of the Government of Saskatchewan.
- (1.3) Where the Government of Saskatchewan does not approve of the exemption of the education portion of the property taxes or reduces the amount of the proposed exemption, the City shall reduce the exemption of the education portion of the property taxes in accordance with the Government of Saskatchewan's decision.
- (1.4) Where the exemption of the education portion of the property taxes is not approved or is reduced, the Owners will be required to pay the balance of the education portion of the property taxes and the City shall not be liable to the Owners for any amount of the tax exemption which would have otherwise been granted to the Owners.
- (2) If the Owner fails to obtain an occupancy permit by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the

Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to new residential development that has two or more residential units or the redevelopment of an existing property into two or more residential units where all the units are rented.
 - (2.1) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be available to be rented to any tenant and will not be limited to specific types of tenants or tenants with specific characteristics.
 - (2.2) The exemption provided for under this agreement is being provided on the basis that the Property is not a group care facility or personal care home.
 - (2.3) The exemption shall only apply to units that are used as a residence with each unit having sleeping, cooking and toilet facilities.
- (3) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:

- (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:

- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
- (b) the Owner makes a general assignment for the benefit of creditors;
- (c) the Property is no longer rented;
- (c.1) rental of the units in the Property is restricted to specific types of tenants or tenants with specific characteristics;
- (d) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
- (e) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
- (f) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.

- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of the termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the 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 shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) The Parties agree that the rights and obligations granted and agreed to herein shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Owner's Lands and every part thereof and shall also bind the Owner and its heirs, executors, successors, assigns, lessees, sublessees and licensees, all successors in title to all or any portion of the Owner's Lands or interest therein, whether as trustee

or otherwise, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Owner's Lands. The City may, at the City's own expense, register in the Saskatchewan Land Registry an interest in land based on this Agreement as against the title(s) to the Owner's Lands.

- (3) This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, successors and permitted assigns. The rights and obligations of each party shall not be assignable unless such assignment has been consented to by each of the other parties, whose consent may in the unfettered discretion of such parties be withheld. Any transferee of any shares in the capital of a party that is a corporation shall be deemed to be a party to this Agreement and shall be governed hereby in the same manner and to the same extent as the parties which are signatory hereto. The Owner agrees that it shall cause any transferee, nominee or agent having been transferred an ownership interest in and to the lands (a **"Permitted Transferee"**) to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 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.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

In witness whereof the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{ seal }

City Clerk

Witness

"Full name of Owner"

OR

"Full Name of Owner"

Per: _____ { seal } Date: _____
Authorized Signing Officer DD-MMMM-YYYY

Per: _____ { seal } Date: _____
Authorized Signing Officer DD-MMMM-YYYY

* 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 EXECUTION

CANADA)

PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;

2 The same was executed at Regina, Saskatchewan, on _____, 20__, and that I am the subscribing witness thereto;

3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)

Regina, Saskatchewan,)

on _____ 20__.)

)

)

)

)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.

My Commission expires _____

*NOTE – City employees should not sign this document as either the witness or the
Commissioner for Oaths*

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

NOTE – City employees should not sign this document as the Commissioner for Oaths.

ABSTRACT

BYLAW NO. 2019-4

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2019

PURPOSE: To provide a Housing Incentive Tax Exemption to the owners of properties that qualify under the City of Regina's Housing Incentives Policy.

ABSTRACT: The Bylaw provides a tax exemption for the years 2019 to 2023 for the properties located at 112 4102 3rd Avenue N., 113 1920 7th Avenue E., 115 1920 7th Avenue E., 116 1920 7th Avenue E., 117 1920 7th Avenue E., 121 1920 7th Avenue E., 137 1920 7th Avenue E., 138 1920 7th Avenue E., 15 1033 Edgar Street, 16 1033 Edgar Street, 17 1033 Edgar Street, 18 1033 Edgar Street, 19 1033 Edgar Street, 21 1033 Edgar Street, 22 1033 Edgar Street, 23 1033 Edgar Street, 24 1033 Edgar Street, 201 B 3351 Green Poppy Street, 202 A 3351 Green Poppy Street, 202 B 3351 Green Poppy Street, 203 A 3351 Green Poppy Street, 203 B 3351 Green Poppy Street, 204 B 3351 Green Poppy Street, 205 3351 Green Poppy Street, 301 A 3355 Green Poppy Street, 301 B 3355 Green Poppy Street, 303 B 3355 Green Poppy Street, 304 A 3355 Green Poppy Street, 304 B 3355 Green Poppy Street, 305 B 3355 Green Poppy Street, 306 A 3355 Green Poppy Street, 306 B 3355 Green Poppy Street, 307 A 3355 Green Poppy Street, 307 B 3355 Green Poppy Street, 308 A 3355 Green Poppy Street, 308 B 3355 Green Poppy Street, 502 A 3359 Green Poppy Street, 502 B 3359 Green Poppy Street, 504 A 3359 Green Poppy Street, 102 A 3367 Green Poppy Street, 102 B 3367 Green Poppy Street, 103 A 3367 Green Poppy Street, 103 B 3367 Green Poppy Street, 104 3367 Green Poppy Street, 105 3367 Green Poppy Street, 106 3367 Green Poppy Street, 3929 James Hill Road, 2111 5500 Mitchinson Way, 2120 5500 Mitchinson Way, 2205 5500 Mitchinson Way, 2215 5500 Mitchinson Way, 2220 5500 Mitchinson Way, 2402 5500 Mitchinson Way, 2403 5500 Mitchinson Way, 2406 5500 Mitchinson Way, 2411 5500 Mitchinson Way, 2416 5500 Mitchinson Way, 2417 5500 Mitchinson Way, 103 2715 Narcisse Drive, 104 2715 Narcisse Drive, 127 2715 Narcisse Drive, 128 2715 Narcisse Drive, 5544 Prefontaine Avenue, 5556 Prefontaine Avenue, 5604 Prefontaine Avenue, 5608 Prefontaine Avenue, 5612 Prefontaine Avenue, 5624 Prefontaine Avenue, 5636 Prefontaine Avenue, 5640 Prefontaine Avenue, 5644 Prefontaine Avenue, 5652 Prefontaine Avenue, 5660

Prefontaine Avenue, 4402 Albulet Drive, 5715 Glide Crescent, 5424 McKenna Crescent, 5444 McKenna Crescent, 2907 Montreal Crescent, 5213 Tutor Way, 2772 MacKay Street, 2650 Lacon Street, 2652 Lacon Street, 2777 McDonald Street, 408 Rae Street, 265 Toronto Street, 5226 Campling Avenue, 5018 Cessna Way, 1821 Atkinson Street, 2505 Atkinson Street, 124 College Avenue E., 126 College Avenue E., 708 College Avenue, 2127 Edgar Street, 2220 Edward Street, 5707 Glide Crescent, 5711 Glide Crescent, 3301 Green Poppy Street, 1914 Halifax Street, 1711 Horizons Way, 1721 Horizons Way, 1731 Horizons Way, 2248 Lorne Street, 2768 MacKay Street, 2278 McAra Street, 2844 McAra Street, 1951 Montreal Street, 500 Osler Street, 504 Osler Street, 501 Ottawa Street, 503 Ottawa Street, 960 Wallace Street, 1060 Dorothy Street, 1317 15th Avenue, 2231 Lindsay Street, 1360 McTavish Street, 1920 Retallack Street, 2701 Wallace Street, 2242 Winnipeg Street and 2246 Winnipeg Street

**STATUTORY
AUTHORITY:**

Section 262(4) of *The Cities Act*.

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: Housing Incentives Tax Exemption Policy (CR09-122), (CR11-163), (CR13-110), (CR14-111), (CR15-125) and (CR17-59)

AMENDS/REPEALS: N/A

CLASSIFICATION: Administrative

INITIATING DIVISION: City Planning and Development

INITIATING DEPARTMENT: Assessment, Tax and Real Estate

I:\wordpro\bylaw\2019\2019-4 the 2019 housing incentive program tax exemption bylaw 2019

BYLAW NO. 2019-9

THE VEHICLES FOR HIRE BYLAW

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Part I – Purpose, Authority, Schedules and Interpretation

Purpose

- 1 The purpose of this bylaw is to establish a licensing scheme for transportation network companies as required by *The Vehicles for Hire Act* and to provide regulatory requirements for transportation network companies and vehicle for hire services.

Authority

- 2 The authority for this bylaw is section 8 of *The Cities Act* and section 4 of *The Vehicles for Hire Act*.

Schedules

- 3 The following schedules are attached to and form part of this bylaw:

Schedule A – Fees

Definitions

- 4 In this bylaw:

- (a) **“Board”** means the Regina Appeal Board established pursuant to Bylaw 2005-4 being *The Regina Appeal Board Bylaw*;
- (b) **“Chief of Police”** means the Chief of the Regina Police Service or designate;
- (c) **“City”** means the City of Regina;
- (d) **“City Manager”** means the City Manager for the City of Regina or designate;
- (e) **“dispatch”** means any act or service which results in the sending or directing of a vehicle, through a mobile application, to a person or persons who have requested vehicle for hire services using the mobile application;
- (f) **“driver”** means a driver who offers or provides a vehicle for hire service;
- (g) **“GPS”** means a global positioning system;
- (h) **“licence inspector”** means any person employed with the City in the following positions:

Approved as to form this _____ day of _____, 20____.

City Solicitor

- i. City Manager;
 - ii. Manager, Licensing;
 - iii. Billing Coordinator, Licensing; and
 - iv. Licensing Officer;
- (i) **“limousine”** means a limousine as defined in *The Vehicles for Hire Act* (Saskatchewan);
 - (j) **“limousine service”** means a passenger transportation service providing transportation in a limousine;
 - (k) **“mobile application”** means an online enabled application, a digital platform, a software program, a website or other system or technology platform offered, used or facilitated to enable a person to obtain vehicle for hire services;
 - (l) **“owner”** means the vehicle owner as shown in the records of the Administrator as defined in *The Traffic Safety Act* (Saskatchewan);
 - (m) **“passenger”** means a person who uses a vehicle for hire service and includes a person who attempts to hire a vehicle for hire service;
 - (n) **“person”** includes a corporation and a person as defined in *The Vehicles for Hire Act* (Saskatchewan);
 - (o) **“pre-arranged service”** means transportation services that are arranged or requested by the passenger through a mobile application in advance of the vehicle arriving at the passenger’s location;
 - (p) **“service animal”** means an animal trained to be used and is used by a person with a disability for reasons relating to his or her disability;
 - (q) **“street hail”** means offering, soliciting or providing transportation services to a passenger without any dispatch and that is not pre-arranged service;
 - (r) **“taxi service”** means a passenger transportation service provided for a fee based on time and distance travelled as measured by a taximeter;
 - (s) **“taxi parking zone”** means a parking, standing or stopping zone established by the City for the use of vehicles of a taxi service as identified by signs;
 - (t) **“taximeter”** means a mechanical or electronic device by which the charge for transportation is mechanically or electronically calculated either on the basis

of time and/or distance and upon which the charge is displayed to the passenger of the vehicle;

- (u) **“transportation network company”** means a person who offers, provides or facilitates a mobile application or a vehicle for hire service;
- (v) **“trip”** means the use of a vehicle for hire service for transportation;
- (w) **“valid”** means has not been refused, revoked, cancelled, expired or suspended and, where applicable, is not subject to any conditions or restrictions which prohibit the operation of a vehicle for hire service;
- (x) **“vehicle”** means a vehicle used by a driver to offer or provide a vehicle for hire service;
- (y) **“vehicle for hire service”** means a service facilitated through a mobile application for the pre-arranged transportation of passengers for compensation but does not include a taxi service or limousine service.

Part II – Licencing

Licence Required

- 5 Subject to section 5 of *The Vehicles for Hire Act*, no person shall dispatch or participate in the dispatching of a vehicle for hire service or operate or offer a mobile application unless it holds a valid transportation network company licence issued by the City pursuant to this bylaw.

Licence Application

- 6(1) An applicant for a transportation network company licence or the renewal of a transportation network company licence shall provide all of the following to the licence inspector in order to be eligible for a licence:
- (a) an application in a form and content approved by the licence inspector;
 - (b) the transportation network company’s legal name and certified copies of any incorporating or other documents reasonably required by the licence inspector to verify the corporate identity of the transportation network company;
 - (c) the transportation network company’s current address and telephone number;
 - (d) the full name of all drivers who are registered with the transportation network company to provide vehicle for hire services in the City in

affiliation with the transportation network company on the date of the licence application or renewal;

- (e) the licence fee as required in Schedule A of this bylaw;
- (f) evidence satisfactory to the licence inspector that the transportation network company meets the requirements of this bylaw; including but not limited to:
 - i. that the transportation network company uses GPS which is capable of monitoring and recording the locations of all vehicles affiliated with that transportation network company;
 - ii. that the transportation network company uses a mobile application that meets the requirements of this bylaw.

(2) The transportation network company shall notify the licence inspector of any change to the information submitted pursuant to this section during the validity period of the licence.

Licence Issuance

- 7 Subject to section 13, the licence inspector shall issue a transportation network company licence to an applicant, or renew the licence of an applicant if the licence inspector:
 - (a) receives a completed application pursuant to section 6,
 - (b) receives all licence fees required pursuant to this bylaw including any outstanding fees owed pursuant to this bylaw; and
 - (c) is satisfied that the applicant meets the requirements and satisfies the criteria for the licence set out in this bylaw.
- 8 Unless sooner terminated pursuant to this bylaw, every licence issued pursuant to this bylaw shall expire at midnight on the last day of February in each year.
- 9 No licence issued or renewed pursuant to this bylaw confers any property rights on the holder and remains at all times the sole property of the City.
- 10 A licensee may not sell, assign, lease or otherwise dispose of or give up control of a licence issued pursuant to this bylaw, except in accordance with this bylaw.
- 11 A licence issued to a transportation network company is automatically revoked if the transportation network company is dissolved.

- 12(1) If the transportation network company does not meet or ceases at any time to meet the requirements of this bylaw the transportation network company shall immediately suspend its operations related to vehicle for hire services originating in the City.
- (2) The transportation network company shall notify the licence inspector of any failure of the transportation network company to meet the requirements of this bylaw within 24 hours of its occurrence.

Licence Refusal or Revocation

- 13(1) The licence inspector may revoke or refuse to issue or renew any licence pursuant to this bylaw if:
 - (a) the applicant or licensee fails to pay any fee required by this bylaw;
 - (b) the applicant or licensee fails to provide any information required by this bylaw;
 - (c) the licence inspector reasonably believes that the applicant or licensee has given false or misleading information in its application;
 - (d) the applicant or licensee fails to comply with a condition of the licence;
 - (e) the licensee or applicant does not or no longer meets the application requirements;
 - (f) the applicant or licensee or any driver affiliated with that transportation network company is in violation of any provision of this bylaw; or
 - (g) continuance, issuance or renewal of the licence is not in the public interest.
- (2) Subject to section 19 where a licence is revoked pursuant to this bylaw, the licensee is required to return any license to the licence inspector.
- (3) The licence inspector shall send notice of any decision to revoke or refuse to issue or renew a licence, pursuant to this bylaw to the applicant or licensee by registered mail at the address provided by the applicant or licensee.
- (4) The notice sent pursuant to subsection (3) shall advise the applicant or licensee of the reasons for the decision and the right to appeal to the Board pursuant to Bylaw 2005-4, being *The Regina Appeal Board Bylaw*.

Conditions

- 14(1) The licence inspector is authorized to impose the following conditions on a licence to be issued or renewed pursuant to this bylaw:
- (a) that a transportation network company is not permitted to dispatch a particular driver or vehicle where the licence inspector is satisfied that a driver or vehicle is in violation of this bylaw or it would be in the public interest to do so; or
 - (b) any other condition, including a suspension of all services, that is deemed necessary in the opinion of the licence inspector to protect public safety or to maintain the integrity of the licensing scheme.
- (2) The licence inspector shall send notice of any decision to impose any conditions pursuant to this bylaw to the licensee by registered mail at the address provided by the licensee with its application form.
- (3) The notice sent pursuant to subsection (2) shall advise the licensee of the reasons for the decision and the right to appeal to the Board pursuant to Bylaw 2005-4, being *The Regina Appeal Board Bylaw*.
- (4) Nothing in this section limits the licence inspector's power to revoke or refuse to issue or renew a licence.

Powers Additional

- 15 The power to revoke or refuse to issue or renew a licence or place conditions on a licence is in addition to the penalties contained in this bylaw for breach of this bylaw.
- 16 The licence inspector may revoke, refuse to issue or renew a licence or place conditions on a licence whether or not any person has been charged or convicted of an offence under this bylaw.

Appeal

- 17 Where the licence inspector has made any of the following decisions, the applicant, licensee or driver to whom the decision directly relates may appeal that decision within 30 days of the date of the decision:
- (a) refused to issue or renew a licence under this bylaw;
 - (b) revoked a licence under this bylaw;
 - (c) imposed any condition on a licence.

- 18 An appeal to the Board must be in writing and must be served on the City Clerk within 30 days of the date of decision.

Stay of Decision

- 19(1) An appeal pursuant to section 17 does not operate as a stay of the decision appealed from unless the licensee or driver applies for a stay and the Board grants a stay.
- (2) The Board may only consider an application for a stay where:
- (a) the licensee or driver has appealed the licence inspector's decision to revoke or refuse to renew the licence or apply conditions to the licence; and
 - (b) the licensee or driver has applied for a stay in writing and has served this request on the City Clerk.
- (3) Where a stay is granted pursuant to this section, the licence revocation, refusal to renew or conditions applied are stayed until the Board makes a decision as to the appeal.
- (4) Where a stay is granted pursuant to this section, the licensee is not required to return the licence to the licence inspector until the Board makes a decision as to the appeal.

Part III - Transportation Network Company Requirements

Responsibility for Drivers

- 20 Every transportation network company shall issue an identification card to its drivers or otherwise maintain the following information within the mobile application:
- (a) a clear and accurate image of the driver which matches the current likeness of the driver;
 - (b) the driver's first name;
 - (c) the date of issue and expiry (if applicable);
 - (d) the make, model, model year or image, and the licence plate number of the vehicle used by the driver;
 - (e) the name and a method to contact the licensed transportation network company with which the driver is affiliated.
- 21 A transportation network company shall not permit any driver to provide vehicle for hire services in affiliation with that transportation network company unless the driver:

- (a) meets all of the requirements of *The Vehicles for Hire Act* and *The Vehicles for Hire Regulations* including but not limited to requirements regarding drivers licencing and the criminal convictions;
- (b) does not have any conditions or restrictions on their driver's licence or vehicle registration which would prohibit the operation of a vehicle for hire service;
- (c) is not subject to any undertaking, recognizance, peace bond, probation order or other court issued order prohibiting the person from performing any function related to transporting persons for hire;
- (d) conducts themselves in accordance with and meets all the requirements of this bylaw.

Responsibility for Vehicles

22 A transportation network company shall not permit any vehicle to be used to provide vehicle for hire services in affiliation with that transportation network company unless the vehicle:

- (a) meets all the requirements of all applicable laws, including, but not limited to: *The Vehicles for Hire Act*, *The Vehicles for Hire Regulations*, *The Vehicle Inspection Regulations, 2013*; and
- (b) meets all the requirements of this bylaw.

Suspension or Termination of Account

23 If a driver or vehicle does not meet or ceases at any time to meet the requirements of this bylaw or any applicable law related to vehicles or vehicle for hire services, including, but not limited to: *The Vehicles for Hire Act*, *The Vehicles for Hire Regulations*, *The Vehicle Inspection Regulations, 2013*, the transportation network company shall immediately suspend or terminate the driver's account and the driver's ability to use the transportation network company's mobile application to facilitate vehicle for hire services originating in the City and shall not re-institute the account unless and until the driver or vehicle becomes compliant.

Technology Requirements

24 Every transportation network company shall use its mobile application to:

- (a) facilitate the pre-arrangement and dispatch of all trips;
- (b) transmit all information required to be provided to passengers and drivers as required by this bylaw;
- (c) record information required to be recorded pursuant to this bylaw.

- 25 No transportation network company shall accept a request for or dispatch a trip through any means other than through the transportation network company's mobile application.

Information to be Provided to Passengers

26(1) Every transportation network company shall:

- (a) provide the following information to a passenger in a clear and unambiguous manner at the time of the passenger's request for a trip and prior to initiation of the trip:
 - i. the applicable rate charged for the trip;
 - ii. any variable or surge pricing for the trip;
 - iii. an estimate of the total cost of the trip;
 - iv. if any other passengers can or are being picked up on the trip;
 - v. the first name and clear and accurate image of the driver which matches the current likeness of the driver;
 - vi. the vehicle make and model, vehicle model year or image, and vehicle licence plate number;
 - vii. estimated time of pick-up;
- (b) make the following information publically accessible on its website or mobile application at all times:
 - i. that payment may only be made through the mobile application;
 - ii. a way to contact the transportation network company including the legal name of the transportation network company and its registered business address;
 - iii. that trip data is being recorded including a link to the transportation network company's privacy policy;
 - iv. information regarding trip request cancellation policies.
- (c) for the duration of the trip, provide GPS tracking of the location and route of the vehicle in a format that can be shared by the passenger with others not in the vehicle;

- (d) for the duration of the trip provide the information contained in clause 26(1)(a) v. and vi.;
 - (e) provide the ability for the passenger to rate the driver;
 - (f) include a process by which the passenger accepts or refuses the vehicle for hire service prior to the trip being initiated and keep a record of such acceptance or refusal.
- (2) The driver and vehicle identified pursuant to this section shall be the driver and vehicle that provide the vehicle for hire services requested by the passenger.
 - (3) Any calculations relating to distance, time or cost shall be accurate and completed in a manner so as not to be misleading or deceptive.
 - (4) No charges other than those disclosed pursuant to this section shall be charged to the passenger for the vehicle for hire services requested by the passenger.

Payment

- 27 Every transportation network company shall provide a secure payment mechanism through its mobile application system.
- 28 No person shall accept payment for a vehicle for hire service other than through the mobile application of a licensed transportation network company.

Receipt Required

- 29(1) For every trip the transportation network company shall issue a receipt to the passenger containing the following information:
 - (a) the total amount paid;
 - (b) the date, time and duration of the vehicle for hire service;
 - (c) the pick-up and drop off locations;
 - (d) the route taken;
 - (e) the driver's first name;
 - (f) the vehicle licence plate number;
 - (g) the name of the licenced transportation network company.
- (2) The receipt in subsection (1) may be provided electronically.

Driver Requirements

- 30 Where a driver is providing vehicle for hire services in the City, the driver shall:
- (a) carry a valid Saskatchewan Driver's License and otherwise meet the requirements related to drivers contained within *The Vehicles for Hire Act* and *The Vehicles for Hire Regulations*;
 - (b) ensure that the vehicle used to provide the services meets the requirements of *The Vehicles for Hire Act*, *The Vehicles for Hire Regulations* and this bylaw;
 - (c) carry in a vehicle no more than the number of persons for which the vehicle capacity has been rated by provincial law;
 - (d) ensure that the vehicle is operated in a safe and controlled manner according to the rules of the road;
 - (e) ensure the vehicle used to provide the services is clean as to its interior and exterior and free of damage or defects which may cause injury or damage to the persons and property of passengers;
 - (f) ensure that the vehicle is equipped with seatbelts which are functional, visible and accessible for the convenient use of all passengers;
 - (h) not use a taximeter or accept passengers by way of street hail or accept passengers that have not been dispatched by a licenced transportation network company in accordance with the requirements of this bylaw;
 - (i) not display, permit or allow the display of the words "taxi", "cab", use a top light or otherwise imply that the driver is operating a licenced taxi service;
 - (j) not park or stop a vehicle in a taxi parking zone;
 - (k) not accept payment except through a licenced transportation network company's mobile application which meets the requirements of this bylaw;
 - (l) not accept any trip except a trip facilitated by the mobile application of a licenced transportation network company which meets the requirements of this bylaw;
 - (m) take due care of all property delivered or entrusted to and accepted by the driver for conveyance or safekeeping and every driver shall immediately upon termination of any hiring or engagements take reasonable care to ensure that all property left in the driver's vehicle is:

- i. delivered to the person owning the same;
 - ii. if the owner thereof cannot be found, delivered to the Regina Police Service for safekeeping together with such particulars as may be required by the officer in charge; or
 - iii. treated in accordance with the policy of the transportation network company provided that a description of this policy is made publically available on the transportation network company's website or mobile application;
- (n) turn off any radio, or any other sound producing mechanical or electronic device in the vehicle upon being requested to do so by any passenger and, having done so pursuant to such a request, shall leave such device in the "off" position until the passenger's trip has been completed;
- (o) not drink, consume, or have in his or her possession any substance capable of causing impairment;
- (p) ensure that no person, including the driver, smokes, burns, uses or holds a lighted or otherwise heated cigarette, cigar, pipe, electronic cigarette, vaporizer, hookah or similar equipment in the vehicle;
- (q) not knowingly or deliberately misinform or deceive any passenger;
- (r) extend service to all ambulatory persons with physical disabilities provided that such persons are able to reach the curb side and thereafter enter and leave the vehicle with reasonable assistance from the driver, subject to any prior special arrangements made for additional assistance;
- (s) fold and store wheelchairs of ambulatory passengers with physical disabilities;
- (t) not transport non-ambulatory passengers in a wheelchair or scooter unless the vehicle is designed and certified for that purpose in accordance with all applicable laws; and if the transportation of non-ambulatory passengers is permitted pursuant to all applicable laws, securely fasten all wheelchairs and scooters so as to prevent any movement of the wheelchairs or scooters while the vehicle is in motion and must not demand any additional charge for the transportation of non-ambulatory passengers;
- (u) unless exempted by the licence inspector pursuant to this bylaw, permit a passenger with a disability to be accompanied by their service animal and must not demand any additional charge for the transportation of service animals accompanying a passenger with a disability.

- 31 A driver may apply for an exemption from the application of clause 30(t) regarding service animals upon providing proof acceptable to the licence inspector of the driver's inability to comply with the requirement without suffering undue hardship.
- 32 Every driver shall be required to keep in the vehicle at all times and provide to the licence inspector or any member of the Regina Police Service, upon request, the following information which relates to the vehicle and driver operating the vehicle:
- (a) driver identification card which meets the requirements of this bylaw and evidences the driver's affiliation with the transportation network company;
 - (b) valid Saskatchewan driver's licence;
 - (c) valid vehicle registration;
 - (d) valid vehicle inspection certificate as required pursuant to *The Vehicle Inspection Regulations, 2013*.

Vehicle Requirements

- 33(1) Every driver shall submit the vehicle for an inspection by the licence inspector or a qualified mechanic appointed by Saskatchewan Government Insurance for the purposes of inspecting vehicles for hire if requested to do so by the licence inspector or any member of the Regina Police Service for the purpose of ascertaining compliance with this bylaw.
- (2) If any driver is aware of or an inspection required pursuant to this section reveals that a vehicle is in an unsafe condition or in violation of the requirements of this bylaw that vehicle shall not be used to provide vehicle for hire services until the vehicle is placed in a safe condition and in compliance with the requirements of this bylaw.
- 34 Every driver shall have an annual vehicle inspection as required pursuant to *The Vehicle Inspection Regulations, 2013*.
- 35 Every driver and transportation network company shall cause to be displayed on every vehicle, at all times that the vehicle is used to provide vehicle for hire services:
- (a) a valid inspection decal and vehicle identification decal as required by any applicable law or as directed by Saskatchewan Government Insurance;
 - (b) markings required by *The Vehicles for Hire Act* and *The Vehicles for Hire Regulations*;
 - (c) no markings or equipment that may identify the vehicle as a taxi including the words "taxi" or "cab", a top light or a meter.

Data Submission Requirements

- 36 Every transportation network company shall obtain the consent of each driver for the collection, use and disclosure of any personal information required to be collected, used or disclosed pursuant to this bylaw.
- 37 Every transportation network company shall use its mobile application to record the following information for each trip dispatched by the transportation network company:
- (a) the date and time of each request for vehicle for hire service received through the mobile application;
 - (b) the date and time a driver accepts the dispatch;
 - (c) the date and time of pick-up and drop off;
 - (d) the duration of the vehicle for hire service;
 - (e) the vehicle identification by licence plate;
 - (f) the full name of the driver;
 - (g) route taken.
- 38 In addition to the trip records required in section 37, every transportation network company shall keep the following records:
- (a) a list of every driver and vehicle affiliated with that transportation network company including the driver's full name and address and the vehicle make, model, model year and licence plate number;
 - (b) confirmation that every driver meets the requirements of this bylaw;
 - (c) any action taken under section 23 which is due to failure to meet any of the requirements in section 21(a), (b) and (c);
 - (d) any other information required to verify or ensure compliance with this bylaw.
- 39 Every transportation network company shall retain the records required to be kept pursuant to this bylaw in an accessible format for a minimum of one year from the date the record was created.
- 40 Upon request of the licence inspector and in the form, manner and time prescribed by the licence inspector, every transportation network company shall submit:

- (a) to the license inspector the data contained in sections 37 and 38; and
- (b) to the Chief of Police the data contained in section 38(a).

Part IV – Enforcement

Enforcement Officials

- 41 For the purposes of enforcement of this bylaw and sections 324, 325, 326 and 328 of *The Cities Act*, the licence inspector and any member of the Regina Police Service are designated officers and authorized to enforce this bylaw.

Offences

- 42 No person shall dispatch, participate in the dispatching of, provide, offer, permit a vehicle to be used or offered to be used, or facilitate vehicle for hire services except in compliance with this bylaw.
- 43 No person who dispatches, participates in the dispatching of, offers, provides, permits a vehicle to be used or offered to be used for vehicle for hire services shall display, permit or allow the display of the words “taxi”, “cab”, display a top light, or otherwise imply that they are operating a licenced taxi service.
- 44 No person shall hold themselves out to be licenced under this bylaw unless they hold a valid licence issued pursuant to this bylaw.
- 45 No person shall fail to comply with any condition imposed on a licence.
- 46 No person shall advertise or cause be to advertised the provision of any vehicle for hire services unless they hold a valid licence issued pursuant this bylaw.
- 47 No person shall provide false, incomplete or inaccurate information to the licence inspector when submitting information required pursuant to this bylaw.
- 48 A person providing a vehicle for hire service in a vehicle which displays the transportation network company’s trade name or logo or who is presented in or receives dispatch by the mobile application used by the transportation network company to offer vehicle for hire services is deemed to have been dispatched by that transportation network company.
- 49 Any person who contravenes a provision of this bylaw is guilty of an offence and liable on summary conviction:
- (a) in the case of an individual, to a fine not exceeding \$10,000;
 - (b) in the case of a corporation, to a fine not exceeding \$25,000; and

- (c) in the case of a continuing offence, to a maximum daily fine of not more than \$2,500 for each day or part of a day during which the offence continues

or in default of payment by an individual by imprisonment for a term of not more than one year.

- 50 If a person is found guilty of an offence against this bylaw the court may, in addition to any other penalty imposed, order the person to comply with this bylaw or a licence issued pursuant to this bylaw or a condition of a licence issued pursuant to this bylaw.

Part V – Consequential Amendments

Bylaw 2005-4 Amended

- 51(1) Bylaw No. 2005-4, being *The Regina Appeal Board Bylaw*, is amended in the manner set forth in this section.

- (2) In section 1 the following clause is added after clause (c.1):

“(c.2) the refusal, revocation, suspension or placement of conditions on any licence pursuant to *The Vehicles for Hire Bylaw* No. 2019-9;”

- (3) In subsection 4(2) the following clause is added after clause (a.1):

“(a.2) review the refusal, revocation, suspension or placement of conditions on any licence pursuant to *The Vehicles for Hire Bylaw* No. 2019-9 after providing the applicant, licensee or individual to which a condition relates, the opportunity to be heard;”

- (4) In section 8 the following clauses is added after subsection (4):

“(5) Where the Board reviews the refusal, revocation, suspension or placement of conditions on any licence pursuant to *The Vehicles for Hire Bylaw* No. 2019-9, the Board may:

- (a) confirm the decision of the Licence Inspector;
- (b) set aside the decision of the License Inspector;
- (c) order the License Inspector to make further inquiry into the facts of the case; or
- (d) vary the suspension or placement of conditions by the License Inspector.”

Bylaw 2009-40 Amended

52 Bylaw No. 2009-40, being *The Committee Bylaw, 2009* is amended by repealing clause 2(c) in Table 1 of Schedule A and substituting the following:

“(c) consider and make recommendations to Council regarding taxis and vehicles for hire;”

Effective Date

53 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 25th DAY OF February 2019.

READ A SECOND TIME THIS 25th DAY OF February 2019.

READ A THIRD TIME AND PASSED THIS 25th DAY OF February 2019.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Schedule A Fees

- 1 Every applicant for a licence or renewal of a licence shall pay the annual licence fee based on the number of vehicles set out in the following table:

Number of vehicles	Annual Licence Fee
1 to 10 vehicles	\$2,500
11 to 50 vehicles	\$12,000
51 or more vehicles	\$25,000

- 2 Every licensee shall pay the per trip fee and the accessibility per trip fee for each trip that the licensee dispatches as set out in the following table:

Per trip fee	Accessibility per trip fee
\$0.20	\$0.07
\$0.20	\$0.07
\$0.20	\$0.07

- 3 The per trip fees and the accessibility trip fees shall be paid by the licensee to the City no later than the 15th day of each month for the previous month.
- 4 A licensee shall be required to report, in writing in the manner prescribed by the licence inspector, any changes in number of vehicles providing vehicle for hire service in association with that licensee on or before the 15th of the following month for any changes in the previous month.
- 5 If the number of vehicles associated with a licensee increases or decreases during a licence year such that the number of vehicles would fall under a different fee category, the licence fee shall be adjusted based on the month that the number of vehicles in service for that licensee has changed and not the month of the notice.
- 6 Any fee increase required due to a change in the number of vehicles shall be paid for the remainder of the licence period on or before the 30th of the following month for any fee changes in the previous month.
- 7 If a licence applicant makes application after March 31st in the year in which the licence is being applied for, the annual licence fee shall be reduced by 1/12th for any full month after March 31st prior to licence issuance.
- 8 The licence fee shall be non-refundable in the event of revocation, suspension or cancellation by the applicant after issuance.

ABSTRACT

BYLAW NO. 2019-9

THE VEHICLES FOR HIRE BYLAW

PURPOSE:	To create a licensing scheme and regulate the provision of vehicle for hire services by transportation network companies.
ABSTRACT:	<i>The Vehicles for Hire Act</i> prohibits the operation of a transportation network company within a municipality unless that municipality licenses or otherwise authorizes the operation of a transportation network company. This bylaw creates a licensing scheme and related regulations for the operation of vehicle for hire services provided by transportation network companies.
STATUTORY AUTHORITY:	Section 8 of <i>The Cities Act</i> and section 4 of <i>The Vehicles for Hire Act</i> .
MINISTER'S APPROVAL:	n/a
PUBLIC HEARING:	n/a
PUBLIC NOTICE:	n/a
REFERENCE:	Report EX19-4 from the January 16, 2019 meeting of Executive Committee and Report CM19-1 from the January 28, 2019 meeting of City Council.
AMENDS/REPEALS:	Amends <i>The Regina Appeal Board Bylaw</i> No. 2005-4 and <i>The Committee Bylaw</i> , 2009 No. 2009-40.
CLASSIFICATION:	Regulatory
INITIATING DIVISION:	Office of the City Solicitor
INITIATING DEPARTMENT:	Licensing