



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

Wednesday, April 2, 2025, 9:30 a.m.

Council Chamber, City Hall

Committee Members:

**Councillor T. Davies, Chair, Councillor H. Kelleher, Vice Chair, Councillor Z. Jeffries,
Councillor J. Parker, Councillor S. Timon, Mayor C. Block (Ex-Officio)**

Submissions providing comments and/or requesting to speak will be accepted for public meetings using the online form at saskatoon.ca/writetocouncil. If your submission includes a request to speak, you will be contacted by a representative from the City Clerk's Office with further information. **Submissions will be accepted no later than 5:00 p.m. on the Monday the week of the meeting.**

Pages

1. CALL TO ORDER

The Chair will call the meeting to order on Treaty 6 Territory and the Traditional Homeland of the Métis People and confirm roll call.

2. CONFIRMATION OF AGENDA

Recommendation

That the agenda be confirmed as presented.

3. DECLARATION OF CONFLICT OF INTEREST

4. ADOPTION OF MINUTES

Recommendation

That the minutes of Regular Meeting of the Standing Policy Committee on Planning, Development and Community Services held on March 5, 2025, be approved.

5. UNFINISHED BUSINESS

6. ADMINISTRATION AND LEGISLATIVE REPORTS

6.1 Decision Reports

1 - 6

6.2 Approval Reports

- 6.2.1 **2025 Assistance to Community Groups – Cash Grant – Environment Category [PDCS2025-0401]** 7 - 13

A report of the Utilities and Environment Division is provided.

Recommendation

That the Standing Policy Committee on Planning, Development and Community Services approve the funding allocations for the 2025 Assistance to Community Groups – Cash Grant – Environment Category.

- 6.2.2 **Servicing Agreement – SaskEnergy Incorporated [TS2025-0402]** 14 - 27

A report of the Transportation and Construction Division is provided.

Recommendation

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

1. That the Servicing Agreement with SaskEnergy Incorporated for a regulator station site within the Silverspring Neighborhood to cover Parcel A in Section 12, Township 37, Range 5, West of the 3rd Meridian, be approved; and
2. That Her Worship the Mayor and the City Clerk be authorized to execute the Servicing Agreement under the corporate seal.

6.3 Information Reports

7. **MOTIONS (notice previously given)**
8. **URGENT BUSINESS**
9. **GIVING NOTICE**
10. **REQUEST TO SPEAK (new matters)**
11. **COMMUNICATIONS (requiring the direction of the Committee)**

- 11.1 **2025 Work Plan - Public Art Advisory Committee [ADV2025-0303]** 28 - 29

The Public Art Advisory Committee 2025 Work Plan was provided.

Müveddet Al-Katib, Vice Chair will be present to address questions of the Committee.

Recommendation

That the 2025 Work Plan for the Public Art Advisory Committee be forwarded to City Council for information.

12. RISE AND REPORT

13. ADJOURNMENT



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

Wednesday, March 5, 2025, 9:30 a.m.
Council Chamber, City Hall

- PRESENT:** Councillor T. Davies, Chair
Councillor H. Kelleher, Vice Chair
Councillor Z. Jeffries
Mayor C. Block (Ex-Officio)
- ABSENT:** Councillor J. Parker
Councillor S. Timon
- ALSO PRESENT:** Councillor R. Donauer
General Manager, Community Services C. Anger
Deputy City Solicitor J. Manastyrski
Deputy City Clerk S. Bryant
Committee Assistant H. Thompson

1. CALL TO ORDER

The Chair called the meeting to order on Treaty 6 Territory and the Traditional Homeland of the Métis People and confirmed roll call.

2. CONFIRMATION OF AGENDA

Moved By: Councillor Kelleher

That the agenda be confirmed as presented.

In Favour: (4): Councillor Davies, Councillor Kelleher, Councillor Jeffries, and Mayor Block

Absent: (2): Councillor Parker, and Councillor Timon

CARRIED UNANIMOUSLY

3. DECLARATION OF CONFLICT OF INTEREST

There were no declarations of conflict of interest.

4. ADOPTION OF MINUTES

Moved By: Councillor Kelleher

That the minutes of Regular Meeting of the Standing Policy Committee on Planning, Development and Community Services held on February 5, 2025, be approved.

In Favour: (4): Councillor Davies, Councillor Kelleher, Councillor Jeffries, and Mayor Block

Absent: (2): Councillor Parker, and Councillor Timon

CARRIED UNANIMOUSLY

5. UNFINISHED BUSINESS

6. ADMINISTRATION AND LEGISLATIVE REPORTS

6.1 Decision Reports

6.2 Approval Reports

6.2.1 Proposed Amendments to Bylaw 7860, The Animal Control Bylaw, 1999 [PDCS2024-0105]

A report of the Community Services Division was provided.

General Manager, Community Services Anger presented the report and along with Director of Recreation and Community Development Roberts, responded to questions of Committee.

Moved By: Councillor Kelleher

1. That proposed amendments to Bylaw No. 7860, The Animal Control Bylaw, 1999, be approved; and
2. That the City Solicitor be requested to make the necessary amendments to Bylaw No. 7860, The Animal Control Bylaw, 1999.

In Favour: (4): Councillor Davies, Councillor Kelleher, Councillor Jeffries, and Mayor Block

Absent: (2): Councillor Parker, and Councillor Timon

CARRIED UNANIMOUSLY

6.2.2 Coyote and Feeding of Wildlife Update [CC2024-0607]

A report of the Community Services Division was provided.

Parks Operations Manager Andre presented the report and along with General Manager, Community Services Anger, responded to questions of Committee.

Councillor Jeffries joined the meeting in person at 9:44 a.m. during questions on the matter.

Moved By: Mayor Block

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

1. Administration be directed to proceed as outlined in the report of the Community Services Division, dated March 5, 2025 and;
2. The City Solicitor's Office be instructed to draft a bylaw to prohibit the feeding of wildlife, as outlined in the report of the Community Services Division, dated March 5, 2025.

In Favour: (4): Councillor Davies, Councillor Kelleher, Councillor Jeffries, and Mayor Block

Absent: (2): Councillor Parker, and Councillor Timon

CARRIED UNANIMOUSLY

Councillor Donauer excused himself from the meeting at 10:00 a.m.

6.3 Information Reports

6.3.1 Code Accelerator Fund Update [PDCS2024-1201]

A report of the Corporate Financial Services Division was provided.

Director of Building Standards Fagnou presented the report and responded to questions of Committee.

Moved By: Mayor Block

That Administration report back on options to amend the building bylaw to support tier 2 of the building code.

In Favour: (4): Councillor Davies, Councillor Kelleher, Councillor Jeffries, and Mayor Block

Absent: (2): Councillor Parker, and Councillor Timon

CARRIED UNANIMOUSLY

7. MOTIONS (notice previously given)

8. URGENT BUSINESS

9. GIVING NOTICE

10. REQUEST TO SPEAK (new matters)

11. COMMUNICATIONS (requiring the direction of the Committee)

11.1 2024 Annual Report - Public Art Advisory Committee [ADV2025-0103]

The Public Art Advisory Committee 2024 Annual Report was provided.

General Manager, Community Services Anger introduced the item.

Moved By: Councillor Kelleher

That the 2024 Annual Report of the Public Art Advisory Committee be forwarded to City Council for information.

In Favour: (4): Councillor Davies, Councillor Kelleher, Councillor Jeffries, and Mayor Block

Absent: (2): Councillor Parker, and Councillor Timon

CARRIED UNANIMOUSLY

11.2 2024 Annual Report - Development Appeals Board [PDCS2025-0302]

The Development Appeals Board 2024 Annual Report was provided.

General Manager, Community Services Anger introduced the item.

Moved By: Councillor Jeffries

That the 2024 Annual Report of the Development Appeals Board be forwarded to City Council for information.

In Favour: (4): Councillor Davies, Councillor Kelleher, Councillor Jeffries, and Mayor Block

Absent: (2): Councillor Parker, and Councillor Timon

CARRIED UNANIMOUSLY

11.3 2024 Annual Report - Municipal Heritage Advisory Committee [ADV2025-0102]

The Municipal Heritage Advisory Committee 2024 Annual Report was provided.

General Manager, Community Services Anger introduced the item.

The Chair, Stevie Horn was available for questions.

Moved By: Mayor Block

That the 2024 Annual Report of the Municipal Heritage Advisory Committee be forwarded to City Council for information.

In Favour: (4): Councillor Davies, Councillor Kelleher, Councillor Jeffries, and Mayor Block

Absent: (2): Councillor Parker, and Councillor Timon

CARRIED UNANIMOUSLY

11.4 2025 Work Plan - Municipal Heritage Advisory Committee [ADV2025-0201]

The Municipal Heritage Advisory Committee 2025 Work Plan was provided.

General Manager, Community Services Anger introduced the item.

The Chair, Stevie Horn was available for questions.

Moved By: Mayor Block

That the 2025 Work Plan for the Municipal Heritage Advisory Committee be forwarded to City Council for information.

In Favour: (4): Councillor Davies, Councillor Kelleher, Councillor Jeffries, and Mayor Block

Absent: (2): Councillor Parker, and Councillor Timon

CARRIED UNANIMOUSLY

12. IN CAMERA SESSION

13. RISE AND REPORT

14. ADJOURNMENT

The meeting adjourned at 10:17 a.m.

Councillor T. Davies, Chair

Deputy City Clerk S. Bryant

2025 Assistance to Community Groups – Cash Grant – Environment Category

ISSUE

This is an annual report highlighting proposed program funding allocations for the current year and project summaries from the previous year. The Environmental Grant supports community groups to carry out environmental initiatives, as directed by Council Policy C03-018, Assistance to Community Groups.

RECOMMENDATION

That the Standing Policy Committee on Planning, Development and Community Services approve the funding allocations for the 2025 Assistance to Community Groups – Cash Grant – Environment Category.

BACKGROUND

At its meeting held on April 3, 2024, the Standing Policy Committee on Planning, Development and Community Services, approved the [2024 Assistance to Community Groups – Cash Grants – Environmental Component](#) report outlining the results of the 2023 funded projects and the funding recommendations for the 2024 competition.

Funding for the Environmental Grant is directed by Council Policy C03-018. Increases to the Environmental Grant are approved by City Council during the business plan and budget process. In 2025, the available funding is \$61,000.

Previous funding available and amount asked for through applications received for the Environmental Grant are summarized in the table below:

Year	Amount Available for Applicants	Amount Requested by Applicants	Combined Total Applicant Project Budget
2025	\$61,000	\$84,954	\$413,159
2024	\$61,000	\$123,153	\$470,281
2023	\$59,000	\$132,738	\$274,284
2022	\$59,000	\$79,065	\$252,284
2021	\$54,000	\$79,749	\$200,083
2020	\$44,000	\$94,402	\$538,770

DISCUSSION/ANALYSIS

This report outlines the results of the projects funded through the 2024 Environmental Grant, as well as the recommended funding allocation of the 2025 Environmental Grant.

Fifteen projects were awarded funding in 2024, resulting in a variety of positive environmental outcomes addressing aspects of climate change mitigation, solid waste diversion, green infrastructure enhancement, and access to recreation and cultural activities. Two of these projects require an extension which has been approved. Appendix 1 summarizes the projects funded in 2024 and identifies those that are still in-progress.

Fourteen applications were received in 2025, with a combined request for funding of \$84,954. \$49,500 of the available \$61,000 is recommended to fund ten applications. Appendix 2 summarizes the funding allocation for 2025.

Four applications are not recommended to receive funding due to being previously funded applicants' requests, not meeting eligibility criteria, or scoring lower on environmental grant criteria.

\$11,500 of the available \$15,000 dedicated to water conservation is not recommended to be allocated due to insufficient applications focusing on water conservation. The remaining funds will be utilized to conduct a comprehensive review of the program and develop a marketing strategy aimed at educating and inspiring future applicants about projects they can undertake to conserve water.

FINANCIAL IMPLICATIONS

The allocation for Assistance to Community Groups – Cash Grant – Environment Category will utilize \$49,500 available from the following 2025 operating and capital budgets.

- Cost Centre – 100067 – Community Initiative Program - \$10,000
- Cost Centre 100413 – Green Network Program - \$10,000
- Cost Centre 100302 – Environmental Awareness - \$6,000
- Capital Project No. P.02197 – Water Conservation Initiative - \$3,500
- Capital Project No. P.01964 – Waste Reduction Initiatives - \$10,000
- Capital Project No. P.02468 – Active Transportation Plan Implementation - \$10,000

OTHER IMPLICATIONS

The projects recommended for allocation of the cash grant, collectively meet the objectives of the program which are:

- Protection of the environment;
- Conservation of natural resources;
- Environmental communications, research, and education;
- Waste diversion; and
- Green network protection and enhancement.

The projects chosen, support the categories prioritized for funding in 2025, including initiatives that:

- Increase awareness and protection of our green network;

- Reduce the amount of waste going to landfills;
- Encourage active transportation;
- Provide stewardship and education;
- Focus on strategy to conserve water resources; and
- Provide learning opportunities that support the City of Saskatoon’s environmental goals.

The overall impacts on greenhouse gas emissions, water conservation, and waste diversion resulting from these projects have not been quantified at this time.

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

NEXT STEPS

The results achieved through the 2025 Environmental Grant will be reported with the recommendations of award for the 2026 Environmental Grant, in the second quarter of 2026.

A review of Assistance to Community Groups – Cash Grant – Environment Category is planned to take place in 2025 to assess the role of grants in implementing the Environmental Leadership section in the Strategic Plan, including the Low Emissions Community Plan, Green Pathways, the Water Conservation Strategy, the Renewable Energy Strategy, and the Solid Waste Reduction and Diversion Plan. This review will include a jurisdictional scan, and analysis of opportunities to expand the grant program to other sectors. Any recommendations for changes to the program and/or policy will be brought to City Council for approval.

APPENDICES

1. Projects Funded 2024
2. Grant Applications 2025

Report Approval

Written by: Sarah Timmons, Environmental Coordinator
Reviewed by: Katie Burns, Manager of Community Leadership & Program Development
Jeanna South, Director of Sustainability
Approved by: Angela Gardiner, General Manager, Utilities and Environment

Summary of 2024 Funded Grant Projects

The Environmental Grant Program awarded \$61,000 in 2024, funding 15 community projects. The projects and their status are listed below.

2024 Grant Applicant and Reason for Request	Project Budget	Funding Awarded	Status
First Nations University of Canada – Create a SIIT Medicinal and Traditional Garden, led by Elders, aims to enhance natural green spaces, promote conservation efforts, and create cross-cultural learning opportunities for visitors.	\$20,000	\$10,000	In Progress
Saskatoon Cycles – Bike Valet that provides safe, secure, and cost-free parking for bicycles at large festivals and other major community events.	\$20,400	\$5,000	Complete
SOS Tree Coalition – This project includes neighborhood planting, volunteers planting, watering & maintaining a naturalized planting of native trees & shrubs and establishment of a volunteer group of tree stewards.	\$15,000	\$5,000	In Progress
Saskatoon Zoo Society – Will purchase and install bike racks at the Zoo. Will also install water bottle filling stations to address the environmental concerns associated with plastic.	\$20,914	\$6,000	Complete
Native Plant Society of Saskatchewan – Project includes supporting the return of native plants by hosting a well-publicized Pollinator Celebration and Native Plant Market and participating in other public events.	\$4,973	\$2,486	Complete
Nuit Blanche Saskatoon – Host a free, all-ages, nighttime art and culture festival in Saskatoon’s Broadway and Downtown neighborhoods. Programming will include eco-art submitted by elementary and high school students.	\$52,000	\$2,000	Complete
Saskatoon Folkfest – This project will reduce the paper waste generated by the annual festival by switching from current single use to reusable signage made from durable materials.	\$12,575	\$2,000	Complete

Riversdale Community Association – To provide a safe place for children to lock up their bikes.	\$1,500	\$750	Complete
Mind Your Plastic – A free program for teachers to help teach youth about plastic pollution providing bags and gloves to the students who conduct a cleanup.	\$30,000	\$1,000	Extended
Wild Sky Adventure Learning – Applied for funding for affordable spaces on outdoor summer camps for children ages 3-12 years. The camps support child-led learning; active transportation and sustainability.	\$22,587	\$3,500	Complete
Nature Saskatchewan – The Get Outside! Kids Club will facilitate ecological, sustainability and stewardship learning opportunities at a different naturalized park or greenspace within the City of Saskatoon.	\$18,000	\$5,264	In Progress
Tykes and Tots Early Learning Centre – Educating young environmental champions: Outdoor Learning Materials/Equipment materials for Forest School in Saskatoon including outdoor nature stations, rain barrels, library boxes and garden boxes.	\$19,986	\$3,000	Extended
25th Street Theatre Centre – Project will provide Fringe Festivalgoers with a reusable, chilled water station to reduce water bottle waste and keep the public safe and hydrated.	\$14,256	\$2,000	Complete
Riversdale Badminton and Tennis Club – This project will purchase water-efficient toilets, and a water fountain fitted with a water bottle dispenser to limit water waste and promote use of reusable water bottles.	\$6,000	\$3,000	In Progress
Bridge City Bicycle Coop – The project aims to increase the diversion of bicycles from the Material Recovery Centre to be reused by the Saskatoon community at no cost.	\$24,020	\$10,000	Complete
TOTAL	\$470,281	\$61,000	

Summary of 2025 Grant Applications

The Environment Category of the Assistance to Community Groups – Cash Grant program has a history of supporting environmental initiatives in the community. The grant supports activities that enhance the quality of life in Saskatoon by funding initiatives relating to environmental stewardship, water conservation, waste minimization, active transportation, and green infrastructure. If approved, the Environmental Grant will fund 10 community projects.

2025 Grant Applicant and Reason for Request	Project Budget	Requested Funding	Recommended Allocation
North Saskatchewan River Basin Council Inc – Development and distribution of Notice Nature programming.	\$162,250	\$10,000	\$3,500
Saskatoon Cycles – Bike Valet that provides safe, secure, and cost-free parking for bicycles at large festivals and other major community events.	\$19,000	\$10,000	\$5,700
FoodBridge Alliance Inc – Operate school-based pantries in two Saskatoon schools, rescuing surplus food to reduce waste and provide weekly hampers for families facing food insecurity.	\$23,600	\$10,000	\$9,100
Saskatoon Zoo Society – Hands-on eco-experiences that foster environmental stewardship, promote waste reduction, enhance biodiversity, and support sustainable practices.	\$19,959	\$6,659	\$1,800
Native Plant Society of Saskatchewan – Transition Saskatoon's Urban Wildlife Information Network from a short-term student project into a long-term, multi-agency initiative with strong community engagement.	\$53,250	\$10,000	\$10,000
Nuit Blanche Saskatoon – Host a free, all-ages, nighttime art and culture festival in Saskatoon's Broadway and Downtown neighborhoods. Programming will include eco-art submitted by elementary and high school students.	\$64,000	\$4,000	\$2,000
Broadway Business Improvement District – This grant is to fund Broadway's free summer bike valet, promoting sustainable transportation, reducing congestion, supporting businesses, and enhancing accessibility during construction season.	\$10,611	\$5,300	\$5,300
Saskatchewan Jazz Festival Inc – Create a Green Team volunteer group to reduce and sort waste, and promote active transportation.	\$8,340	\$4,170	\$1,500
25th Street Theatre Centre – Project will provide Fringe Festivalgoers with a re-usable, chilled water station to reduce water bottle waste and keep the public safe and hydrated.	\$ 3,649	\$1,825	\$1,500

Bridge City Bicycle Coop – The project aims to increase the diversion of bicycles from the Material Recovery Centre to be reused by the Saskatoon community at no cost.	\$22,000	\$10,000	\$9,100
Saskatoon Wildlife Federation – Working toward implementing and planting greenery for shelter belt and habitat space.	\$15,000	\$7,500	\$0
Saskatoon Folkfest Incorporated – Minimize the paper waste from annual festival celebrations by replacing single use signage to reusable signage.	\$9,000	\$4,000	\$0
Buena Vista Boulevard Garden Group – Purchase herb seedlings to plant in a volunteer-built brick spiral so neighbours can pick throughout the growing season.	\$500	\$500	\$0
Climate Justice Saskatoon – To educate and support individuals in creating change that supports environmentally sustainable behaviours.	\$2,000	\$1,000	\$0
TOTAL	\$ 413,159	\$ 84,954	\$49,500

Servicing Agreement – SaskEnergy Incorporated

ISSUE

This report is to obtain City Council approval to enter into a Servicing Agreement to assign responsibility for the construction and payment of various servicing items for an industrial property in the Silverspring neighborhood.

RECOMMENDATION

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

1. That the Servicing Agreement with SaskEnergy Incorporated for a regulator station site within the Silverspring Neighborhood to cover Parcel A in Section 12, Township 37, Range 5, West of the 3rd Meridian, be approved; and
2. That Her Worship the Mayor and the City Clerk be authorized to execute the Servicing Agreement under the corporate seal.

BACKGROUND

The Silverspring concept plan was approved previously by City Council. When a subdivision application for the development of land is prepared and a request is made to extend services, the City of Saskatoon (City) necessitates that a servicing agreement be entered into.

DISCUSSION/ANALYSIS

The Administration is recommending that an agreement be entered into with SaskEnergy Incorporated (the “Developer”) to cover the development of the newly created Parcel A in Section 12, Township 37, Range 5, West of the 3rd Meridian, as shown in Appendix 1. This agreement is subject to the following, which includes both standard and non-standard clauses that are necessary due to the unique nature of the development, and have been agreed upon by the Developer:

- A. Standard Items:
 1. That the prepaid service rates be such rates as the Council of the City has in general force and effect as per Schedule B in Appendix 2.
- B. Non-Standard Items:
 1. The Developer will provide landscaping of the development area which may include a visual screen of trees around a portion of the perimeter.
 2. The Developer will cost share with adjacent developers for direct services on or within future right-of-ways required in the future, including storm sewers, street lighting, sidewalks, and roadway construction.
 3. The City will arrange for construction of a right-of-way crossing as part of a Central Avenue pathway project. The full cost of the driveway will be paid for by the Developer upon invoice.

FINANCIAL IMPLICATIONS

The funding for any construction that is the responsibility of the City is self-supporting and approved in the Prepaid Capital Budget.

NEXT STEPS

The project is expected to be fully complete once the site is developed including the installation of the driveway crossing and landscaping. Adjacent development may occur at some point in the future.

APPENDICES

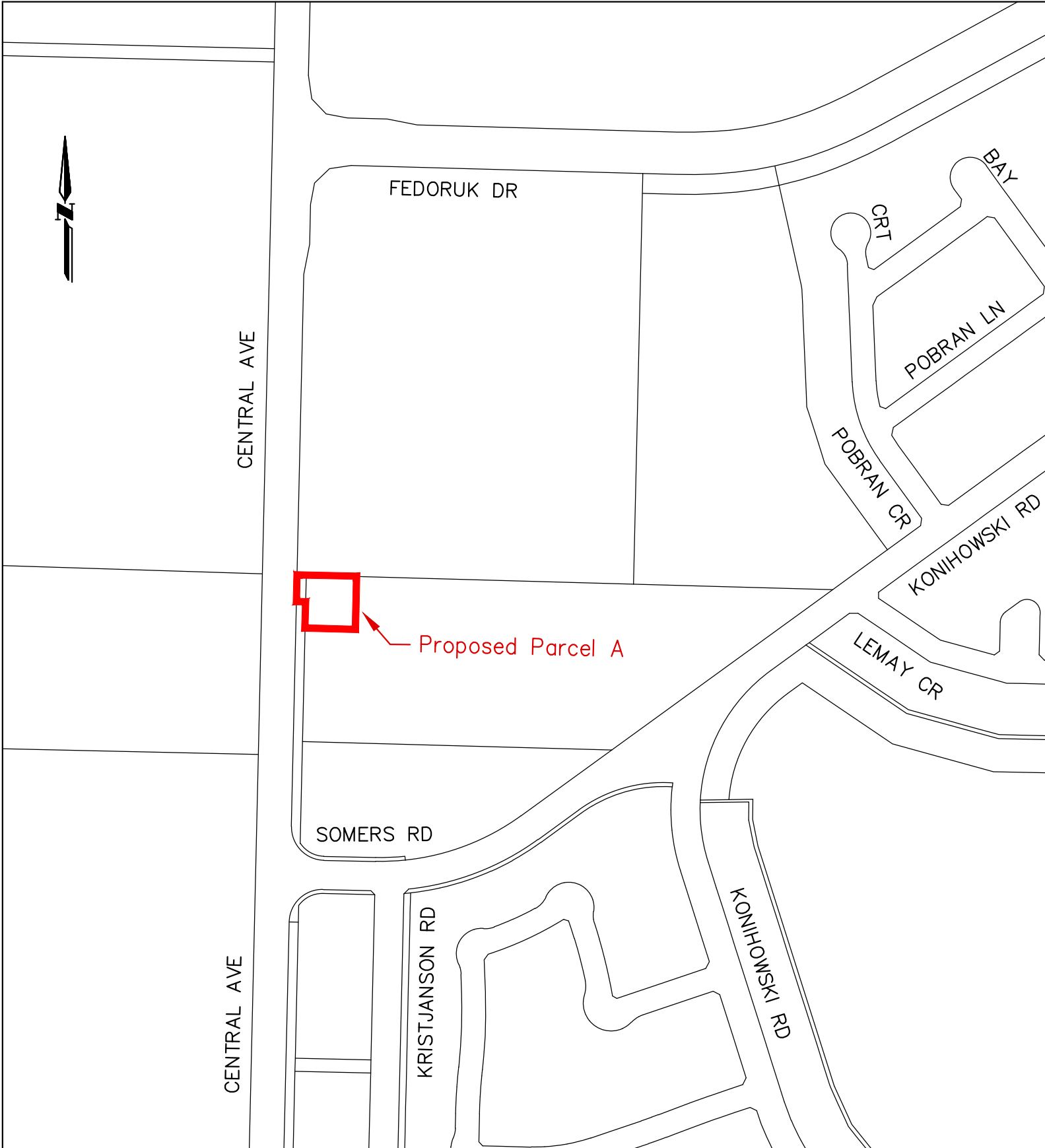
1. Central Ave Site Location Plan
2. Central Ave SaskEnergy Agreement

Report Approval

Written by: Jaclyn Esau, Land Development Manager
Reviewed by: Matt Jurkiewicz, Director of Construction and Design
Approved by: Terry Schmidt, General Manager, Transportation and Construction

Admin Report - Servicing Agreement – SaskEnergy Incorporated.docx

CENTRAL AVENUE: SITE LOCATION PLAN



Development and Servicing Agreement

This Agreement is made effective this ____ day of _____, 2025.

Between:

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

- and -

SaskEnergy Incorporated, a Crown corporation, carrying on business in the City of Saskatoon, in the Province of Saskatchewan (the “Developer”)

Whereas:

- A. The Developer has made application to the City for approval of a Plan of Subdivision, a copy of which is attached and marked as Schedule “A” (the “Plan”);
- B. The City requires as a condition to the approval of the Plan that the Developer enter into an Agreement with the City respecting the installation and construction of certain services and other matters referred to in this Agreement;
- C. The Developer, upon registration of the Plan with ISC Plan Processing, issuance of a Transform Approval Certificate and creation of Parcels with respect to the same, shall become the registered owner of proposed Parcel A and therefore responsible for the development of the Development Area; and
- D. Whereas the City deems it advisable and expedient to provide the facilities and services hereinafter agreed to be performed by the City on the condition that the Developer carries out its undertakings under this Agreement.

Now therefore the City and the Developer agree as follows:

Plan of Proposed Subdivision

1. The Plan showing the proposed subdivision of part of Parcel C and Municipal Buffer MB2, Registered Plan No. 92S44715 in Section 12, Township 37, Range 5, West of the Third Meridian, located in the City of Saskatoon, in the Province of Saskatchewan in the Dominion of Canada, attached to this Agreement as Schedule "A" is made part of this Agreement.
2. The Developer agrees to take title to the land which comprises the Development Area as soon as practicable upon the issuance of the Transform Authorization with respect to the Plan.

Definitions

3. Throughout this Agreement:
 - (a) "Development Area" means the area of land shown outlined in red on the Plan consisting of approximately 40 metres of frontage;
 - (b) "Adjacent Land" means the right-of-ways bordering the Development Area; and
 - (c) "Manager" means the General Manager of the City's Transportation and Construction Division.

City Servicing

4. Within a reasonable time after the execution of this Agreement, the City shall cause the Development Area to be benefited by the supply, placement, installation, construction and use of the following services:
 - (a) Trunk Sewer Service;
 - (b) Primary Water Main Service;
 - (c) Arterial Road Service;
 - (d) Interchange Service;
 - (e) Parks and Recreation Service; and

- (f) Servicing Agreement Service.

Levies Payable by the Developer

- 5. (1) In consideration of the City providing the various services upon and in relation to the Development Area, as specified in Section 4, the Developer shall pay to the City the following fees and levies calculated in accordance with and at the rates described in Schedule "B":
 - (a) Trunk Sewer Levy;
 - (b) Primary Water Main Levy;
 - (c) Arterial Road Levy;
 - (d) Interchange Levy;
 - (e) Parks and Recreation Levy; and
 - (f) Servicing Agreement Fee.(the "Development Charges")
- (2) The Development Charges with respect to the Development Area shall be due and payable by the Developer to the City upon the execution of this Agreement.
- (3) Any Development Charges not paid in accordance with this Agreement shall be subject to interest payable at Royal Bank of Canada prime rate plus six (6%) percent per annum.

Area Rates

- 6. The Development Charges referred to in this Agreement are "area rates" and have been calculated on the basis of servicing the entire area of the City of Saskatoon and no additional charges will be made by the City with respect to services other than as may be expressly provided for in this Agreement. However, the foregoing does not apply with respect to any future local improvement charges or sewer and water surcharges lawfully imposed under the provisions of *The Local Improvements Act, 1993* or *The Cities Act*, or any bylaw passed thereunder.

Retroactive Effect

7. The Development Charges payable under this Agreement with respect to the Development Area shall specifically apply to any lands sold by the Developer before the execution of this Agreement, and the provisions of this Agreement in relation to all such Development Charges shall be retroactive in effect.

Developer Servicing Responsibilities

8. Upon execution of the Agreement, the Developer agrees to provide:
 - (a) Landscaping of the Development Area to a standard acceptable to the Manager which may include a visual screen of trees around a portion of the perimeter. A design plan shall be submitted and approved by the Manager prior to construction; and
 - (b) Landscaping materials that complement those used in adjacent developments. Durable high quality materials used for cladding on all building faces, including wherever possible graffiti vandalism-resistant protective sealant. Permitted claddings include natural stone, brick, manufactured stone (masonry application), split faced concrete clock masonry, aluminum shingles, cedar shingles, clay tile facade system, ceramic tile, glazing, the limited use of vinyl siding, and the limited use of cement-board siding. The scale of the material should be consistent with the scale of the building mass.

Cost Sharing of Adjacent Land Development

9. The Developer acknowledges and agrees that the Adjacent Land will be developed in the future. The services may be constructed on or within existing or future right-of-ways. At such time as the Adjacent Land is being developed and constructed and if services are required, the Developer will cost share with those providing the services for 50% of the design, construction engineering and construction of the following:
 - (a) Storm Sewer Mains;
 - (b) Street Cutting;
 - (c) Sidewalk, Curb and Boulevard;

- (d) Roadway and Paving; and
- (e) Street Lighting.

Street Lighting Facilities

- 10. The City shall make all necessary arrangements for the installation of street lighting facilities in accordance with the City's standard specification for a residential or commercial development, as applicable, upon the future development of the Adjacent Land for all abutting streets to the Development Area. Any deviation from the standard specification as required by the Developer may result in an extra charge to the Developer.

Driveway Crossing Installation

- 11. The City shall make all necessary arrangements for the construction of a right of way crossing to the Development Area. The cost of the crossing will be paid by the Developer upon invoice.

Additional Services Requested by Developer

- 12. In the event that the Developer requires additional services not identified within this Agreement, all costs associated with those services shall be at the expense of the Developer. Changes requested by the Developer shall be in writing addressed to the Manager.

Assignment and Amendment

- 13. (1) It is expressly agreed that the Developer shall not assign this Agreement without the prior express written consent of the City being first obtained.
- (2) This Agreement may be changed only by written amendment signed and sealed by authorized representatives of the parties.

Dispute Resolution

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

Applicable Law

15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. The parties hereby attorn to the Judicial Centre of Saskatoon for all disputes arising out of and in relation to this Agreement.

Force and Effect

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

Registration of Interest Based on Agreement

17. The Developer acknowledges and agrees that this Agreement runs with the land, and binds the Developer and its successors and assigns; and, further, agrees that the City may elect, at its sole option, to register an interest pursuant to *The Planning and Development Act, 2007* in the Land Titles Registry for Saskatchewan charging all those lands comprising the

Development Area with the performance of the obligations under this Agreement.

Notices

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

In the case of the City:

City of Saskatoon
c/o Office of the City Clerk
222 3rd Avenue North
Saskatoon SK S7K 0J5
Attention: General Manager,
Transportation & Construction Division
Facsimile: (306) 975-2784
Email: terry.schmidt@saskatoon.ca

In the case of the Developer:

SaskEnergy Incorporated
700 1777 Victoria Avenue
Regina SK S4P 4K5
Attention: Landon Thiessen, Land Acquisition
Agent SaskEnergy
Telephone: (306) 777-9646
Email: lthiessen@saskenergy.com

- (2) Any notice delivered personally shall be deemed to have been validly and effectively given and received on the date of such delivery provided same is on a business day (Monday to Friday, other than a statutory holiday).
- (3) Any notice sent by registered mail shall be deemed to have been validly and effectively given and received on the fifth business day following the date of mailing.

- (4) Any notice sent by facsimile or email or other electronic communication shall be deemed to have been validly and effectively given and received on the business day next following the date on which it was sent (with confirmation of transmittal received).
- (5) Either party to this Agreement may, from time to time by notice given to the other party, change its address for service under this Agreement.

Entire Agreement

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

Illegality

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

Time of Essence

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

Further Assurances

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

Approval of Plan

23. Upon execution of this Agreement by both parties, the City approves the Plan and the Development Area.

City of Saskatoon

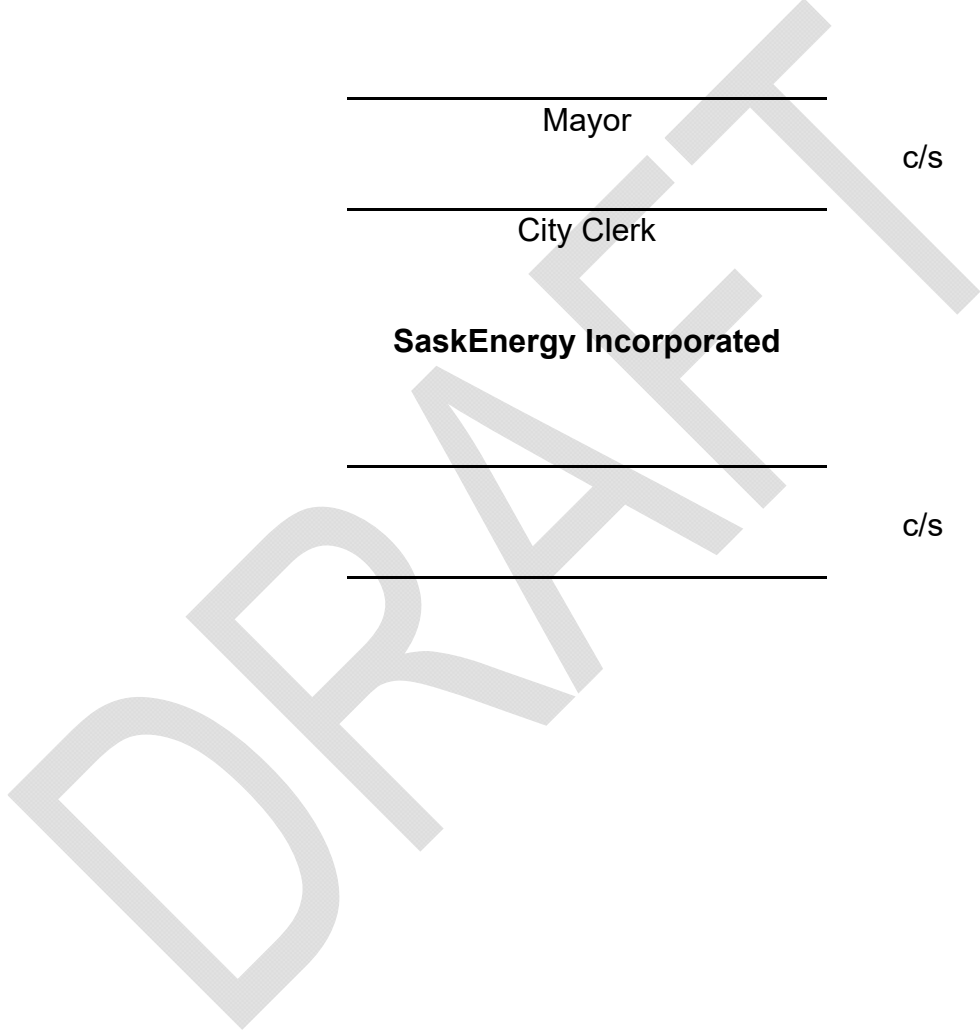
Mayor

c/s

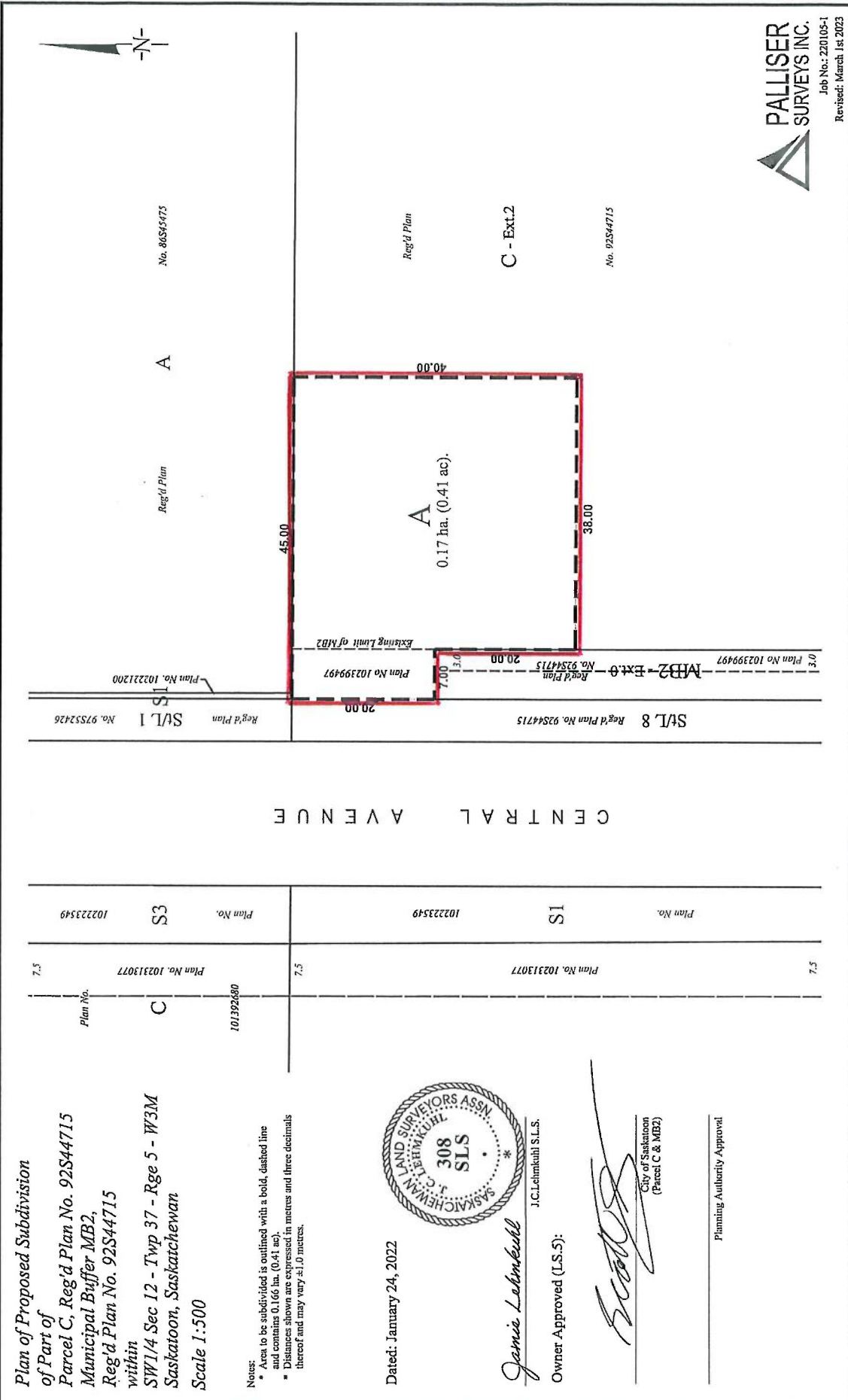
City Clerk

SaskEnergy Incorporated

c/s



SCHEDULE 'A'



Plan of Proposed Subdivision
of Part of
Parcel C, Reg'd Plan No. 92S44715
Municipal Buffer MB2,
Reg'd Plan No. 92S44715
within
SW1/4 Sec 12 - Twp 37 - Rge 5 - W3M
Saskatoon, Saskatchewan
Scale 1:500

- Notes:
- Area to be subdivided is outlined with a bold, dashed line and contains 0.166 ha. (0.41 ac).
 - Distances shown are expressed in metres and three decimals thereof and may vary ±1.0 metres.



Dated: January 24, 2022
Jamie Lehmkuhl
J.C. Lehmkuhl S.L.S.
Owner Approved (L.S.):

[Signature]
City of Saskatoon
(Pareil C & MB2)

Planning Authority Approval



PALLISER
SURVEYS INC.
Job No.: 220105-1
Revised: March 1st 2023

Schedule “B”
Fees, Levies and Other Charges
Applicable to the Development Area

#

The charges payable by the Developer to the City pursuant to Section 5 hereof shall be calculated in accordance with the rates as the Council of The City of Saskatoon has established and are in general force and effect for the 2024 construction season as set forth hereunder:

- (a) Trunk Sewer Levy \$1,788.90 per front metre;
- (b) Primary Water Main Levy \$319.10 per front metre;
- (c) Arterial Road Levy \$783.80 per front metre;
- (d) Interchange Levy \$134.40 per front metre;
- (e) Parks and Recreation Levy \$40.40 per front metre;
- (f) Servicing Agreement Fee \$2,890.00 per agreement.

2025 WORK PLAN

March 21, 2025

Attention: Deputy City Clerk, SPC on Planning, Development and Community Services

**Re: 2025 Work Plan – Public Art Advisory Committee
(ADV2025-0303)**

The mandate and function of the Public Art Advisory Committee is to:

1. Adjudicate and approve works of art and the placement of public art on behalf of City Council and the Administration for placement in open space, civic facilities and other City-owned property (with the exception of the Remai Modern Art Gallery), in accordance with Policy No. C10-025, Public Art Policy.
2. Provide advice to City Council on the:
 - purchase and donation of works of art
 - revision or development of any City policies regarding public art, memorials or commemorations
3. Provide advice to the Administration concerning the de-accessioning of artworks.
4. Educate artists and community groups regarding the City's Public Art Program.
5. Review location for appropriateness for memorials or commemorations, appoint members to the Commemorative Review Committee, and review and comment on artistic merit of a proposed commemorative work or proposed memorial in accordance with Policy C09-038, *Commemorations and Monuments Policy*.
6. Consider the Calls to Action of the Truth and Reconciliation Commission in adjudicating, approving and placing works of public art or commemorations or memorials on behalf of City Council.

Work Plan for 2025

The Public Art Advisory Committee at its meetings held on February 14 and March 14, 2025, discussed relevant matters within the Committee's mandate to include in the 2025 work plan. In 2025, the Committee will focus on:

1. Public Education for Artists

- a. Raise awareness of temporary public art and pop-up public art.
- b. Support emerging artists in application and creation processes.
- c. Utilize public spaces for public art like parks and civic centres while navigating regulations.
- d. Increase visibility of the City's public art program to local art organizations, the University of Saskatchewan, other Saskatoon city committees, and

organizations that support Indigenous communities, immigrants, and diverse cultural groups.

2. Public Awareness for Community

- a. Engage communities through participatory and socially engaged public art.
- b. Advocate for city funding for short-term pop-up public art projects.
- c. Increase public awareness of opportunities to showcase public art in spaces such as parks and civic centres while ensuring compliance with regulations.

3. Education for the Public Art Advisory Committee members

- a. Enhance the professional development of the Public Art Advisory Committee members to promote consistency and transparency in the adjudication of public art.
 - i. Ensure public art pieces align with the City's public art goals, contribute to reconciliation, enhance the cultural vibrancy of Saskatoon, and enrich our community.

Yours truly,



James Hawn
Chair
Public Art Advisory Committee