



SECTION 7: PARKS

7.0 INTRODUCTION

7.0.1 PURPOSE

The City of Lethbridge (City) recognizes the importance of landscape development in the environmental, cultural, social and economic viability of our city. This document contains the technical information necessary to meet the City's overall level of service standards as identified in Council approved plans.

In addition, these standards form part of the agreement for development within the City of Lethbridge with the primary purposes of:

- i. Providing guidelines and standards to ensure the level of service objectives are realized for neighbourhood developments including: Pocket, Neighbourhood, Community Core, and Linear Parks, school grounds, road right-of-ways, buffers, joint use parcels, and public facilities/amenities;
- ii. Identifying planning and design requirements for area structure and outline plans, subdivision and development permit applications; and
- iii. Offering design reference material i.e. suggested list of appropriate plant material, minimum setback requirements and specific construction details.

7.0.2 CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

7.0.2.1 *Natural Surveillance (Increases visibility)*

Seeing and being seen are important aspects of crime prevention. The idea of Natural Surveillance guides the placement of physical features such as windows, lighting and landscaping which affect how much can be seen. A criminal is unlikely to attempt a crime if they are at risk of being observed. At the same time, we are likely to feel safer when we can see and be seen.

7.0.2.2 *Natural Access Control (Restricts access)*

Most criminal intruders will try to find a way into an area where they will not be easily observed. Limiting access and increasing natural surveillance keeps them out altogether or marks them as an intruder. By selectively placing entrances and exits, fencing, lighting and landscape to control the flow of or limit access, natural access control occurs.



7.0.2.3 Natural Territorial Reinforcement (*Promotes a sense of ownership*)

Physical design can create a sphere of territorial influence that can be perceived by, and may deter, potential offenders. Defined property lines and clear distinction between private and public spaces are examples of the application of Territorial Reinforcement. This can be created using landscaping, pavement designs, decorative gateways, signs and fences.

7.0.2.4 Maintenance (*Deters offenders*)

Maintenance is related to Territorial Reinforcement. A well maintained area sends the message that people care about what happens in the area. This, in turn, discourages vandalism and other criminal activities. Security practitioners refer to the 'Broken Window Theory' – the idea that one broken window will entice vandals to break another. A vandalized area then becomes more inviting to higher levels of crime. Property should be well-maintained as a matter of safety as well as pride.

7.0.2.5 Activity Support (*Fosters community interaction*)

Encouraging activities in public spaces that are intended for use by residents and other legitimate users discourages criminal acts.

7.0.3 LEVEL OF SERVICE OBJECTIVES

The design standards outlined in this section will ensure that:

- i. The provision of Parks and Open Space will meet present and future community needs.
- ii. Open Space is functional, safe, accessible, inclusive, and diverse.
- iii. Spatial integrity of the area is maintained.
- iv. All residents of the community can access and enjoy the Parks & Open Spaces.
- v. Cultural and recreational needs of residents are met.
- vi. Parks and Open Spaces enrich the lives of the city's residents.
- vii. The final product is 100% complete with zero (0) deficiencies.

All work performed within the corporate limits of the City of Lethbridge shall be carried out in accordance with the City of Lethbridge Parks and Open Space Design Standards valid at the time of landscape drawing approvals.

All deviations from these standards and approved construction drawings require written approval of City of Lethbridge Parks Management.



7.0.4 PARK COMPONENTS

The Developer is responsible for providing the following components in every park development:

- i. Approved construction drawings, including surveyed as-built drawings
- ii. Grading the site (grading plan, sub-grade, and topsoil), loaming 150mm of topsoil, and turf establishment
- iii. Post and chain fencing on road frontage and on walkway entrances to the park
- iv. Trees (30/Ha or as per park classification)
- v. Lighting as per approved spec
- vi. Irrigation as per park classification
- vii. Pathway construction (asphalt and/or granular as per park classification)
- viii. Water and electrical services
- ix. School sites should be treated as community parks and be designed following the developer cost share agreement standard
- x. Maintenance of the project for two full calendar years upon issuance of the CCC

Note: To qualify for cost sharing the Developer must approach the Parks Planning Manager in the Outline Plan stage before the Open Space Agreement, or cost sharing is no longer an option. This is to allow Parks adequate time to allocate budget for the park development. Park function must be the first priority in the park location, design and function to qualify for MR credit. Any feature purely for marketing purposes (i.e. entrance features, gazebos, pergolas, fountains, waterfalls, etc.) is 100% Developer cost.

The Cost Sharing will be negotiated with the Developer through the Open Space Agreement.

Optimum Cost Share Development Menu – Max \$75,000 per hectare

General: The City will cost share 10% of design fees. The rest of the max \$75,000 per hectare can be shared among the approved amenities below:

Amenities:

80% Play Unit

80% Alternative amenities

- Skateboard elements
- Bike parks
- Sport courts
- Natural play elements
- Community gardens
- Bark parks
- Community gathering areas
- Sports fields

Site furniture:



- 80% Benches & picnic tables
- 80% Trash receptacles
- 80% Bike racks

Dry ponds, overland drainage routes, trapped lows, or other storm water conveyance devices that would be required to make the area suitable for development and are located within park spaces, are the developer's responsibility at 100% cost for construction and landscaping. Example: bridges, erosion mats, weeping tiles systems, special landscape treatments such as native grass, or aquatic plantings. Parks may be willing to consider cost share in dry ponds if the space includes an appropriate amenity.

Development of multi-use facilities is permitted when park function is the first priority and amenities are provided as per park classification model and spatial integrity of useable park space is provided. Areas between the Normal Water Level (NWL) and High Water Line (HWL) should be naturalized and provide riparian benefits as well as root mass stability control. If additional land is needed for the facility, land must be allocated from the Utility Reserve or other land sources.

The Parks Department would like to see parkland in the subdivision planned to take advantage of pond water irrigation through a central pump station as well as use make-up (canal) water to top up the pond during drought conditions. Water line connections between park areas should be installed through walkways and green belts but should limit conflict areas such as within carriageways.

7.1 GENERAL STANDARDS & REQUIREMENTS

7.1.1 DESIGN STANDARD GUIDELINES

With the development of Lethbridge's MDP and Parks and Pathways Master Plans the following principles were identified as strategic objectives.

- i. Lethbridge balances the cultural, social, economic, built and natural environment dimensions of sustainability; together we are building a city that is a community – a legacy we are proud to pass on to future generations.
- ii. The parks and pathways of Lethbridge are key to the quality of life and the health of citizens of all ages and abilities and therefore should be accessible to all residents.
- iii. Provide varied levels of use/ability for recreation activity and enjoyment of the outdoors for all residents.



- iv. Offer varied 'types' of Open Spaces for diverse users, for example: special event gatherings, increase dog friendly areas, special use parks (e.g. spray parks, mountain bike parks),, and natural areas.
- v. Integrate streets, pathways, Linear Parks, and other Open Spaces to ensure a connected multi-use network.
- vi. Protect, preserve, and enhance Lethbridge's River Valley and natural areas.
- vii. Support a sustainable approach to design where infrastructure is integrated with ecological processes, while also functioning as Open Space amenities.

As adopted by Council, various Master Plans provide a developmental framework for the planning & development of the Parks and Open Space network for the City of Lethbridge. In addition, prior to any landscape development the following list of regulatory documents are to be referenced (latest editions):

- i. Municipal Development Plan (MDP)
- ii. Parks Master Plan
- iii. Bikeways and Pathways Master Plan
- iv. River Valley Area Redevelopment Plan
- v. River Valley Parks Master Plan
- vi. Area Structure/Outline Plans
- vii. Land Use Bylaw
- viii. Subdivision Service Agreement/Open Space Agreement
- ix. Urban Forestry Management Plan
- x. Other City documents related to Parks and Open Space

The following are general guidelines for community development of Parks and Open Space:

- i. Where Municipal Reserve (MR) lots accommodate drainage from adjacent parcels, engineering/design provisions must be coordinated to ensure public recreational use is not hindered, e.g. erosion control mats, swales with minimum 2% positive drainage.
- ii. In situations where utility access through MR / Municipal School Reserve (MSR) is requested by the Developer and agreed upon by the City, the utility easement or right of way may be designated as non-credit MR if not in compliance with the approved Area Structure Plan (ASP) and inspected as per MR requirements.
- iii. The Developer shall ensure that the proposed and approved underground and shallow utility locations are acknowledged when park drawings are submitted for approval.
- iv. MR parcels around a Storm Water Management Facility (SWMF) must be a minimum 15m in width from the HWL to the property line.



- v. The area between the NWL and HWL should be naturalized and create a riparian area around a wet pond.
- vi. Landscape features or public art incorporated for purely aesthetic purposes are 100% the Developer's responsibility.
- vii. All areas below the HWL are the responsibility of the Developer to build to Open Space standards and landscape at 100% Developer cost.
- viii. Reduce the opportunity for specific crimes to occur through appropriate site design and principles of Crime Prevention Through Environmental Design (CPTED).
- ix. Linear Parks are to adhere to a minimum width of 10m if shorter than 100m or 15m if longer than 100m and a maximum of 40m. Traffic islands less than 9m² must be hardscaped and traffic islands over 20m² should not be landscaped due to the negative cost benefit of the facility.
- x. Dry ponds are eligible for MR credit if they meet the minimum standard for that classification of park (must have usable amenities).

7.1.2 PARKS DRAWING REVIEW REQUIREMENTS

Landscape plan approvals are the responsibility of Parks Management. It is required that at the subdivision concept design stage the Developer acquires the professional services of a registered member of the Alberta Association of Landscape Architects (AALA) to assist with the application. All required parks drawings and requirements are identified in Appendix 'B' Outline Plan Checklist. All other plans or details pertaining to the proposed development site may be requested by Parks Management, including but not limited to:

- i. Preliminary Concept Plan
- ii. Biophysical Inventory Assessment (detailed existing site conditions and recommendations)
- iii. Tree Protection Plan
- iv. Care & Maintenance Plan to be developed prior to handover with the City (special maintenance landscaping i.e. existing vegetation, etc.)
- v. Weed Management Plan (to accompany stripping & grading application)
- vi. Utility Line Assignment – Reclamation Plan

7.1.2.1 Drawing Submissions

Outline Plan:

All conceptual landscape designs are to be included within the Outline Plan document submitted to the City of Lethbridge. To aid in the approval process, Parks recommends the following



illustrations in accordance with Appendix 'B' – Outline Plan – Neighbourhood Checklist (*This is a general checklist in which not all items may apply to each specific Outline Plan*):

- i. Overall conceptual layout for Parks and Open Space with proposed amenities (playground locations, fields, skateboard elements, biking areas, gathering areas, dog parks, etc.) and SWMF locations within MR – including area calculations.
- ii. Overall pedestrian circulation plan with pathway classifications (regional, local connector, sidewalk) illustrating connections to adjacent neighbourhoods, regional recreational amenities, and Regional Pathways (internal system & external alignment along collector and arterial roadways).

Concept Plan:

The Concept Plan is to be submitted to the Urban Construction Coordinator, City of Lethbridge as part of the Civil Detail Design Package. This ensures the landscape plan aligns with the proposed civil infrastructure. The Concept Plan shall include, but is not limited to:

- i. Grading Plan including HWL, overland drainage paths, and contours.
- ii. Layout Plan including amenity locations, pathways and connection points.
- iii. Planting Plan including general planting locations, irrigated or non-irrigated grass.
- iv. Cross section illustrations of residential lots and Open Space interfaces.
- v. Weed Management Plan containing:
 - a. Frequency of weed control.
 - b. Process for eradicating noxious or excessive weeds, as per best practices;
 - i. Weed seedlings are to be cut prior to 'flowering' stage
 - ii. Shall be in accordance with the Weed Control Act
- vi. Confirmation of Utility Line Assignment and major infrastructure locations (including shallow utilities and utility easements).

Landscaping Detail Design Plans:

Drawings to incorporate all aspects of the concept and show all details required to take the project to construction, including but not limited to:

- i. Overall site layout plan
- ii. Erosion control plan
- iii. Site grading & drainage plan
- iv. Planting plan
- v. Electrical plan
- vi. Irrigation plan
- vii. Details & cross sections



Note: The Concept shall be included for reference.

7.1.3 GENERAL GRADING, DRAINAGE AND EROSION CONTROL REQUIREMENTS

- i. Perimeter grades to match approved finish grade of adjacent lots.
- ii. No slope shall exceed 5:1 and must be a minimum of 2.0m in width to allow for proper maintenance, unless otherwise agreed to by Parks Management.
- iii. The preferred slope of 2% is a minimum requirement. In areas where this is not possible mitigation measures such as sub drains, weeping tile and shorter runs to catch basins will be implemented to ensure water drains properly.
- iv. In situations where designated Open Spaces such as MR, Environmental Reserves (ER), MSR, and Public Utility Lots (PUL) accommodate overland drainage from adjacent parcels, standard erosion control measures will be required in conjunction with the Engineering services requirements at time of plan review.
- v. Excessive overland drainage or point load from adjacent parcels (private land) into public Open Space is to be minimized by on-site collection and reuse, or redirection of drainage to appropriate storm water facilities.
- vi. Overland drainage into MR, ER or MSR areas that inhibits intended functionality and usage is not permitted.
- vii. Storm water infrastructure (PUL's, wet ponds & dry ponds) within Linear and Community Core Parks is acceptable, but must not inhibit the spatial integrity (i.e. function, size, connectivity) of that classification of park space (e.g. doughnuts of park space around a wet pond).
- viii. Storm water facilities:
 - a. Topsoil below the NWL to be clay based (or approved alternative) for establishment of wetland vegetation as per Engineering Services Standards.
 - b. Topsoil between the NWL and HWL to be minimum 300mm depth.
 - c. All pathways / amenities around PUL's and MR parcels to be above the HWL.
 - d. All Ponds must follow Section 3.5.4 & 3.5.5 for physical and water quality standards.

7.1.4 SUB-GRADE, TOPSOIL AND FINISH GRADE REQUIREMENTS

See Parks Construction Specifications Section 07040.



7.1.5 PLANTING

7.1.5.1 SOD, SEED AND GROUNDCOVERS

- i. Seed mixes used within the City of Lethbridge are to be free of, but not limited to, the following invasive weeds: *Setaria viridis* (foxtail), *Vicia Americana* (milk vetch) and all noxious weeds in accordance with the Alberta Weed Act.
- ii. Seeding will be the first method for establishment and sod will be used in situations of high volume traffic.
- iii. Turf areas between the fence line and edge of planting beds shall be a minimum of 2.5m for maintenance access. If less than 2.5m, turf to be eliminated and planting bed to extend to fence line with tree at least 5m away from fence.
- iv. Reclamation areas within the River Valley will require a native seed mix to be used.
- v. Grass Seed Mixtures:
 - a. Park and Boulevard Seed (Mixture A):
 - 60% Fescue Varieties
 - 20% Kentucky Bluegrass
 - 20% Perennial Ryegrass
 - b. Sports Field and Free Play Area Seed (Mixture B):
 - 50% Kentucky Bluegrass
 - 40% Creeping Red Fescue
 - 10% Perennial Ryegrass
 - c. Dryland Seed (Mixture C):

30% Slender Wheat	20% Western Wheat
15% Green Needle	10% June Grass
10% Streambank Wheat	10% Blue Grama
5% Indian Rice	
 - d. Native Seed Mixture:

See Parks Construction Specifications Section 07050. Seed certificates are to be provided prior to placement.

7.1.5.2 TREES, SHRUBS & HERBACEOUS MATERIALS

- i. All plant materials shall be a hardy species capable of healthy growth in Lethbridge and shall conform to standards of the Canadian Nursery Landscape Association for Nursery Stock. See Appendix 'C' – Approved List of Tree and Shrub Species.
- ii. The use of commercial mycorrhiza fungal spores as a supplement to augment soil around new plantings will help with plant establishment and water uptake and should be used.



- iii. Trees and shrubs to be primarily planted in groupings and mulched with a bark or tree chip mulch as per specification while individual specimen trees in turfed areas are acceptable as well.
- iv. All plant material to be planted a minimum of 5m away from a pathway, sidewalk or property line within a park.
- v. Shrubs shall not be planted within the 80% projected growth canopy of trees.
- vi. Shrubs shall be planted to allow for 1m of space on a minimum of 2 opposing sides of each plant for maintenance access.
- vii. There should be a minimum of 30 trees/ha on all dedicated MR.
- viii. There shall be a replaced value of three (3) new trees planted for every one (1) tree removed on any public lands.

7.1.5.3 MULCH

Mulch shall be provided in all planting beds and in the area immediately adjacent to, but not within 100mm of tree trunks, in order to suppress weed growth and to minimize moisture evaporation and shall be 100mm depth.

7.1.5.4 BOULEVARD, ROUNDABOUT & MEDIAN PLANTING

Wide Median

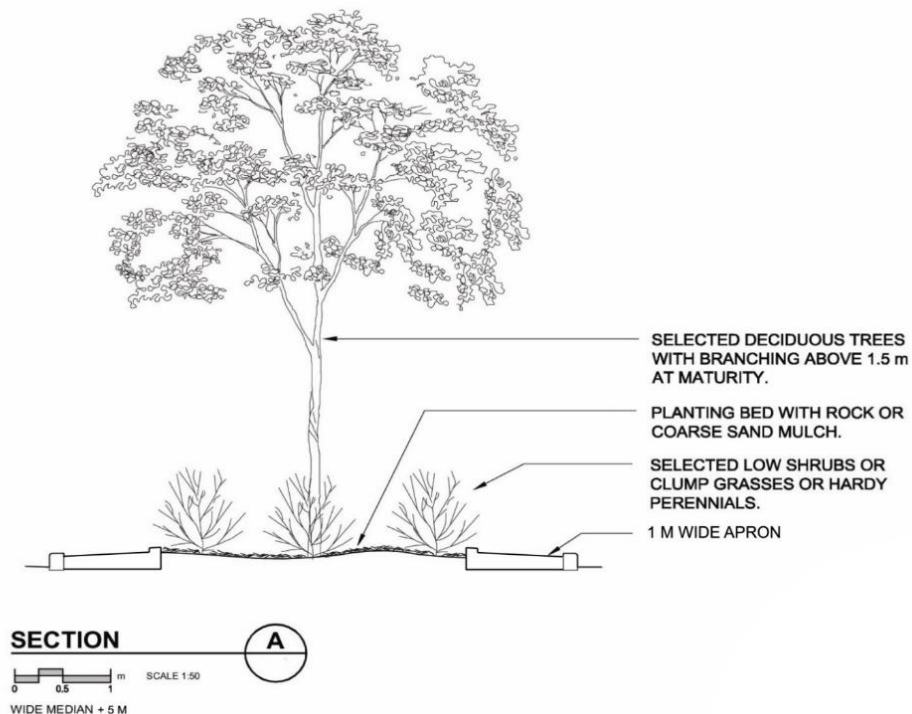
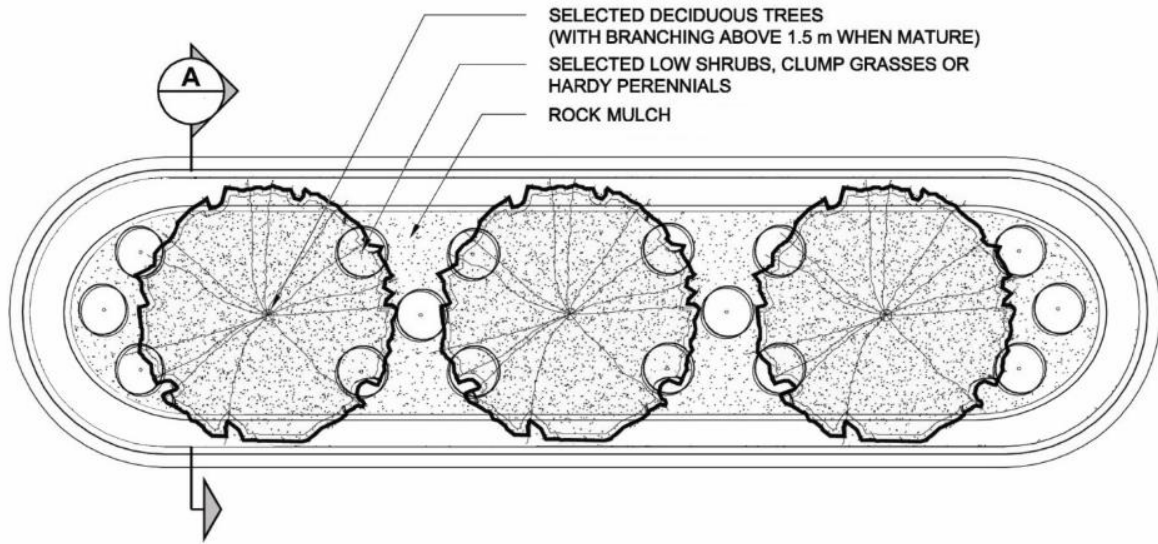


Figure 7.1.5.1 Wide Median Section



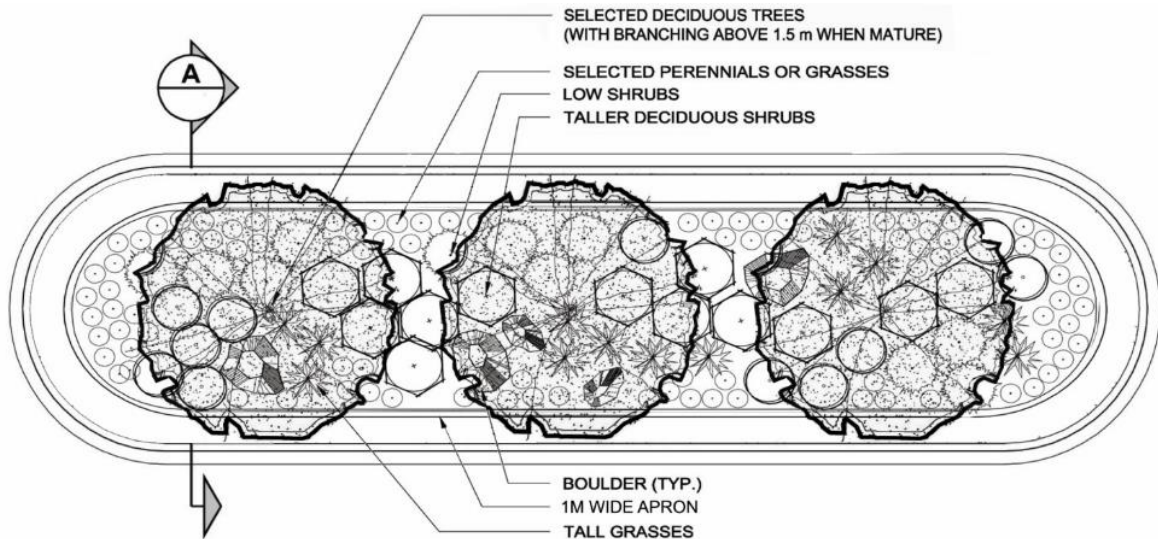
MEDIAN TREATMENT

0 1 2 m SCALE 1:100

WIDE MEDIAN +5 M

Figure 7.1.5.2 Wide Median Detail

Wide Median Xeriscape



MEDIAN TREATMENT

0 1 2 m SCALE 1:100

WIDE MEDIAN XERISCAPE +5M

Figure 7.1.5.3 Wide Median Xeriscape Detail

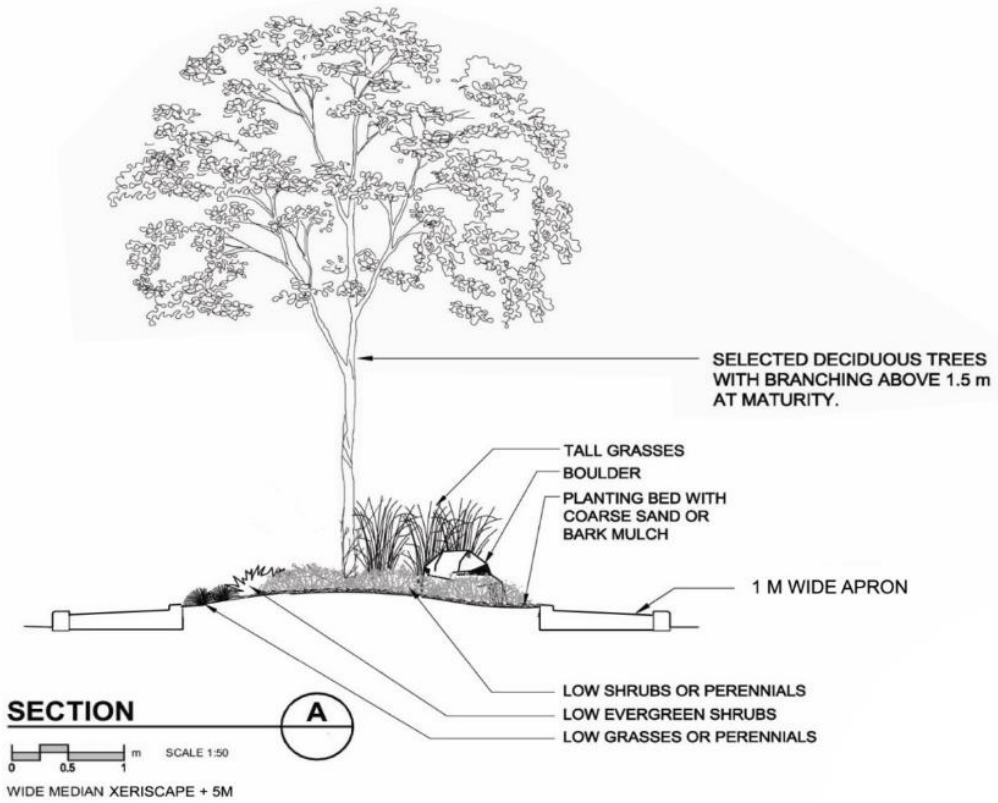
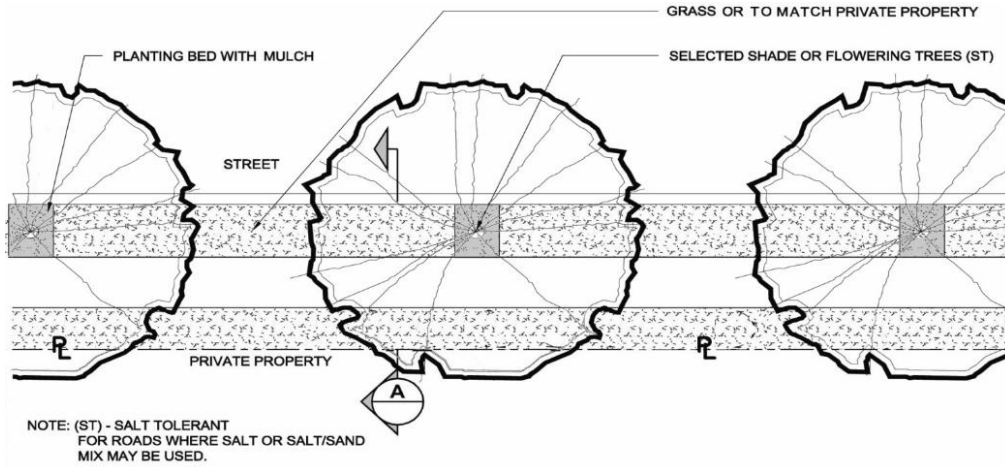


Figure 7.1.5.4 Wide Median Xeriscape Section



Boulevard



BOULEVARD TREATMENT

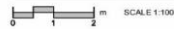


Figure 7.1.5.5 Boulevard Detail

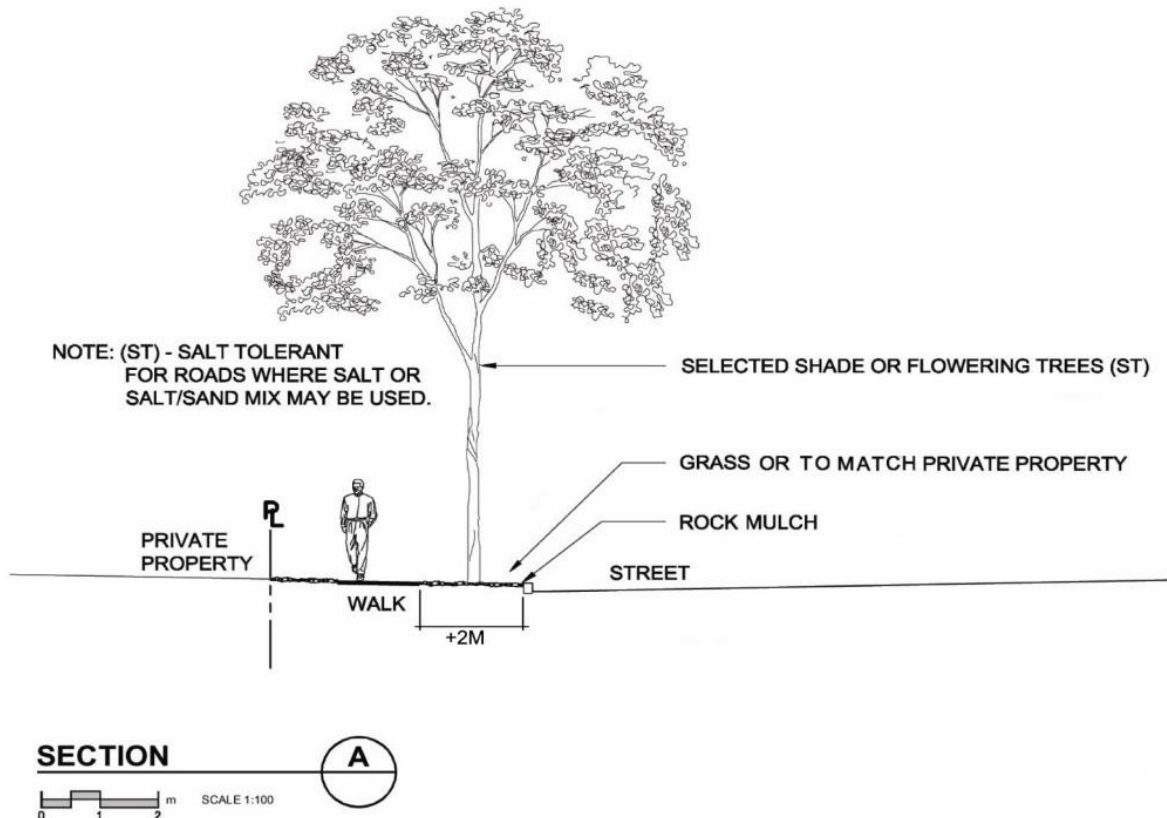
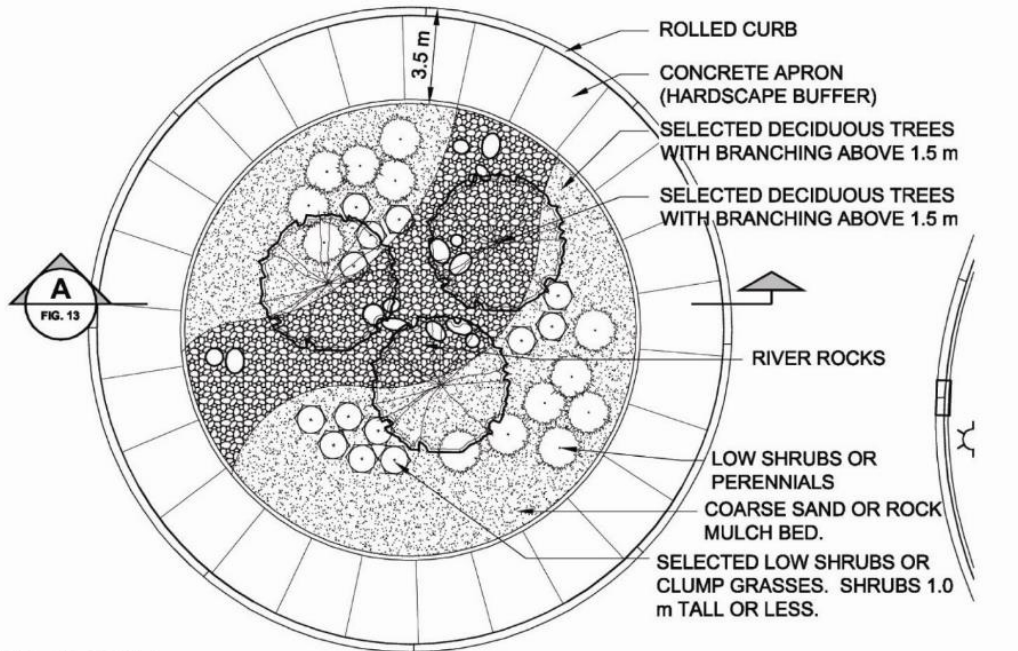


Figure 7.1.5.6 Boulevard Section



Round-About



ROUND-ABOUT

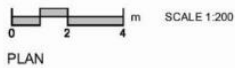


Figure 7.1.5.7 Round-About Detail



SECTION



Figure 7.1.5.8 Round-About Section



Arterial Road Landscaping Standard:

- i. Dryland grass mixture as per City Standards is the approved ground cover.
- ii. Irrigation must be provided for every plant bed and tree. Bubblers are the standard for drip style irrigation. Plant beds shall be mulched.
- iii. A minimum 40 trees/ha planted in groupings rather than straight lines to ensure a naturalized appearance.
- iv. Minimum 1 seating area with a bench and garbage receptacle every 500 meters along arterial pathway.
- v. Planting tree beds with mulch on slopes of greater than 5:1 is not recommended.

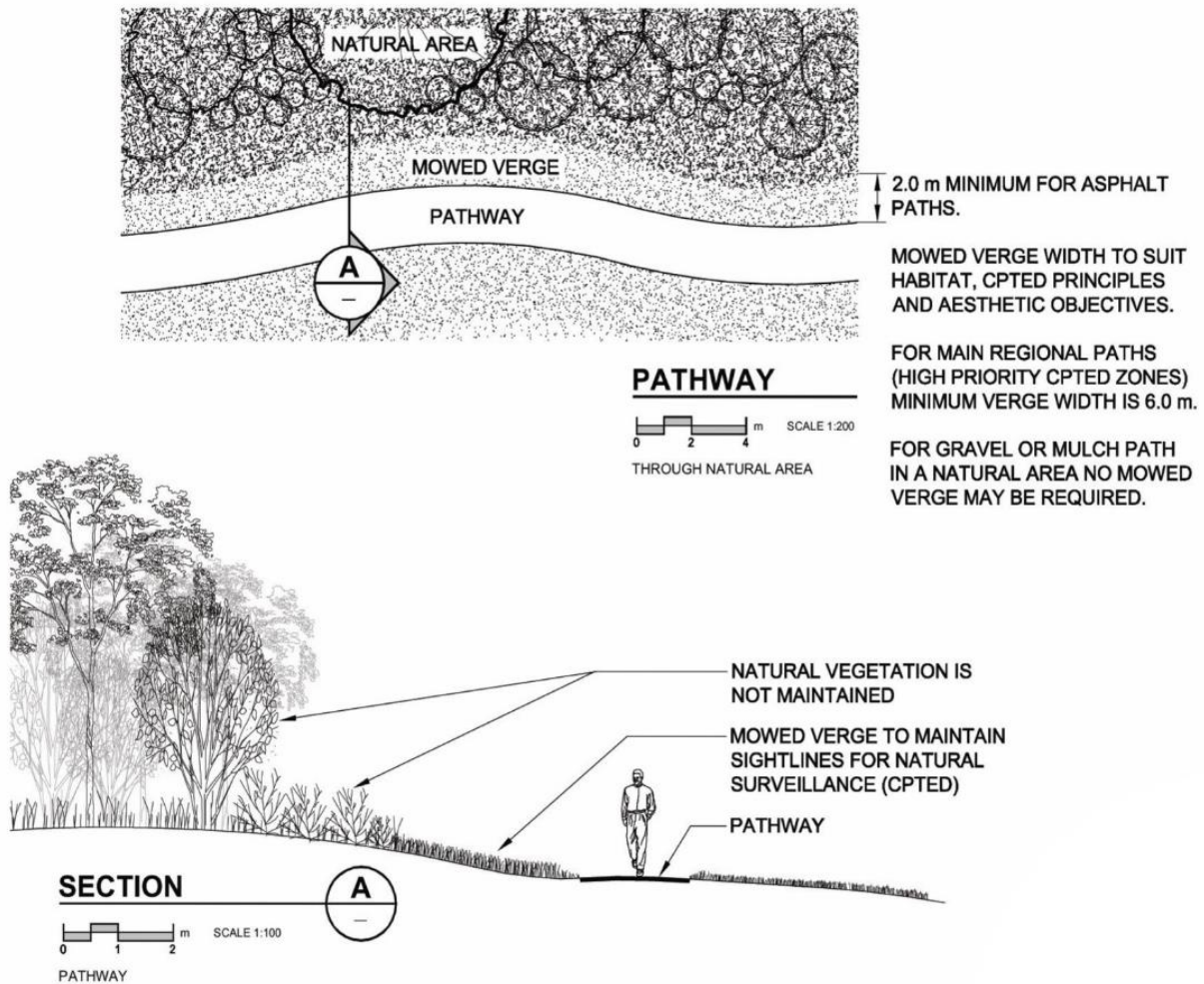


Figure 7.1.5.9 Arterial Road Landscaping



7.1.5.5 URBAN FORESTRY

- i. Tree plantings throughout the subdivision to provide a diversity of tree species.
- ii. The City's urban forest benefits from planting a diversity of species, therefore monoculture planting shall be avoided.
- iii. In accordance with the Service Agreement residential tree requirement on collector roadways, one tree per lot will enhance the communities overall Urban Forest. These trees are the sole responsibility of the Developer to provide for each lot and the residential homeowner to maintain.
- iv. Elm and Ash trees can be planted as approved by Parks Management.

7.1.6 PATHWAYS

- i. Regional Pathways to be 3m wide asphalt which provides year round city wide connectivity.
- ii. Local connector pathways to be minimum 2m asphalt which provides year round community connectivity.
- iii. Alternative pathways (granular surfaces, limestone) to be implemented in ecologically sensitive areas (River Valley) and to be 1.5m width with a 0.5m safety clearance on each side.
- iv. Pathways in MR lots shall not be used as drainage conveyance along the longitudinal line of a pathway.
- v. Slope grades:
 - Paved: Grades should be maintained at 0-3%
Acceptable Maximum Sustained gradient is 5%
Acceptable cross slope is 2%
 - Natural: Grades should be maintained at 0-10%
Acceptable Maximum Sustained gradient is 15%

Note: Grades exceeding the 'Acceptable Maximum Sustained' may require stairs or switchbacks.
- vi. All pathways adjacent storm pond facilities to be located above HWL.
- vii. All mulch beds on public lands / MR must have a 1.0m wide grass strip between the bed and the pathway to control spillover of debris onto the pathway.

7.1.7 IRRIGATION

Water service:

- i. Park service required for irrigation system in MR median and/or boulevards is to be identified on the irrigation plan and the engineering water service plans.



- ii. Size of water service line to be minimum 50mm diameter and a maximum 75mm, dependent upon site irrigation requirements and may require booster pump stations to ensure water window is a maximum of 4 hours to operate the water schedule.
- iii. Location of water service is at property line as per City specification.
- iv. Irrigation canal water use must be exhausted prior to use of potable water.
- v. The use of storm water from approved storm water pond.

Irrigation system requirements:

- i. All irrigation system pursuant to this document shall comply with the current edition of the City's Irrigation Design Standards and current approved equipment list.
- ii. Irrigation controller box and service box locations are determined for sight lines for irrigation operations and proximity to water service and power.
- iii. Landscape and irrigation designs are to be coordinated to achieve best water management practices. This may result in use of separate zones and/or revised landscape plans. Low impact development irrigation practices are encouraged.
- iv. Bubbler system for trees in shrub beds.

7.1.8 FENCING & BARRIERS

Fencing specifications are specific to fencing adjacent public lands, (i.e. residential fencing backing on to ER/MR/MSR):

- i. Bottom of fencing to be minimum 25-75mm spacing from approved final grade of adjacent lots, including public lands. This spacing is to ensure proper surface water drainage.
- ii. Fencing to be entirely located on the private property side of the property line.



7.1.9 PARK CLASSIFICATIONS

7.1.9.1 POCKET PARK

Design

CLASSIFICATION	SIZE	SERVICE AREA	SITE FURNISHINGS
City Developed Park	0.5 to 0.8 ha	0.5 km radius	bike racks, benches, trash receptacles, park signage, picnic tables

PURPOSE

- To maximize the distribution of Open Space within easy walking distance (optimally 400m or 5min) for all neighbourhood residents.
- Intended to serve residents near the periphery of a neighbourhood

FUNCTION

- Passive recreation for all age groups
- Play facilities intended for pre-school children age 2-5
- Specific programming for residents





FEATURES		NOTES
Location	Close to higher density	1 Maximum two per neighbourhood
Parking	No	2 30% street frontage
Amenities	• Playground (2-5 year olds)	3 Close to higher density housing and/or senior citizen housing where appropriate
	• Gathering areas	4 Should be at least 400m or 5min walk from a community core park
	• Open Space	5 Linked by trails or sidewalks to residential areas, adjacent parks, and other activity nodes
	• Alternative (community garden, etc.)	6 Located on collector streets, not arterial
Trees	30 trees per ha min.	7 Shall be easily accessible by walking and cycling for neighbourhood residents
Pathways	Local connectors	8 Should be more than 400m or 5min walk from the nearest point of neighbourhood periphery
SWMF	Must meet park function first	

7.1.9.2 NEIGHBOURHOOD PARK

Design

CLASSIFICATION	SIZE	SERVICE AREA	SITE FURNISHINGS
City Developed Park	0.8 to 5.5 ha	1 km radius	bike racks, benches, trash receptacles, park signage, picnic tables
PURPOSE			
<ul style="list-style-type: none"> To maximize the distribution of Open Space within easy walking distance (approximately 400m or 5min) for all neighbourhood residents Intended to serve dwellings near the periphery of a neighbourhood 			
FUNCTION			
<ul style="list-style-type: none"> Passive recreation for all age groups Play facilities intended for pre-school and school-aged children age 2-12 Specific programming for residents 			



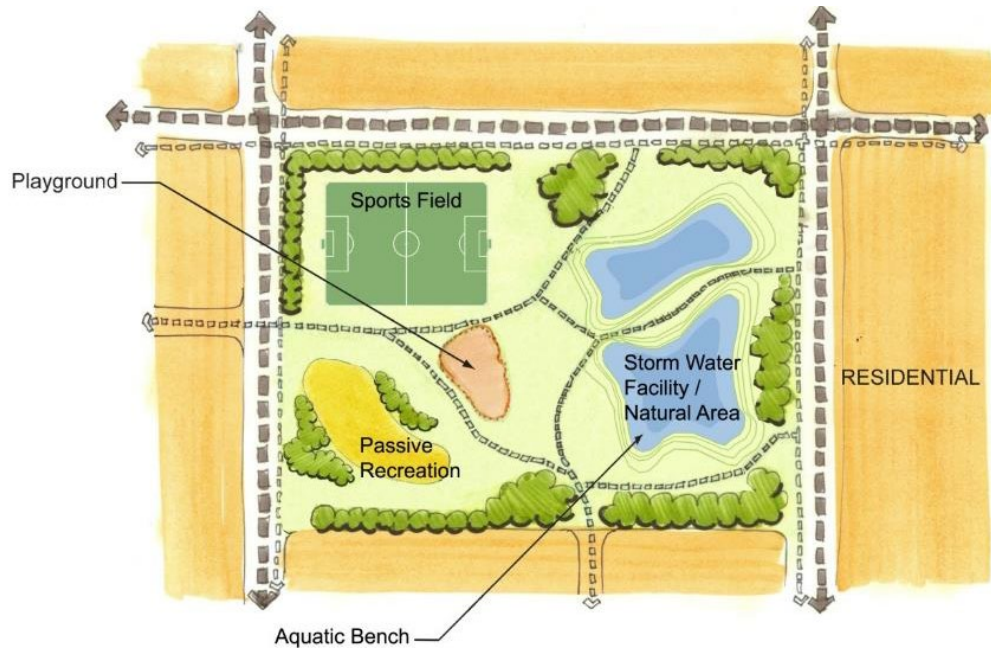
FEATURES		NOTES
Location	Centrally located	1 Maximum two per neighbourhood
Parking	No	2 30% street frontage
Amenities	• Playground (2-12 year olds)	3 Close to higher density housing and/or senior citizen housing where appropriate
	• Gathering areas	4 May be combined with elementary school
	• Open Space	5 Should be less than 400m or 5min walk from a Community Core Park
	• Alternative (skate/bike park, dog park, splash pad, etc.)	6 Linked by trails or sidewalks to residential areas, adjacent parks, and other activity nodes
Trees	30 trees per ha min.	7 Access should be uninterrupted by arterial roads or other physical barriers
Pathways	Local connectors	8 Located on collector streets, not arterial
SWMF	Must meet park function first	9 Located near safe and practical street crossings



7.1.9.3 COMMUNITY CORE PARK

Design

CLASSIFICATION	SIZE	SERVICE AREA	SITE FURNISHINGS
City Developed Park or Natural Area (SWMF)	Min. 5.5 ha	1 km radius	bike racks, benches, trash receptacles, park signage, picnic tables
PURPOSE			
<ul style="list-style-type: none">• To meet active and passive outdoor recreational needs of neighbourhood residents.• To provide a central gathering place for community events and a destination for residents to meet and socialize.			
FUNCTION			
<ul style="list-style-type: none">• Structured sports facilities for adults and youth• To accommodate structures for active recreational activities not found in the neighbourhood park (e.g. basketball courts, street hockey pads, etc.)• To incorporate storm water management facilities• To accommodate interpretive play features for children• Specific programming for residents			



FEATURES		NOTES
Location	Centrally located	1 Maximum one per neighbourhood
Parking	Yes	2 30% street frontage 3 Easily accessible by walking and bicycling
Amenities	<ul style="list-style-type: none"> Playground (Interpretive play) Gathering areas Courts/fields/etc. Alternative (skate/bike park, dog park, splash pad, etc.) 	4 Located near safe and practical street crossings 5 Linked by trails or sidewalks to residential areas 6 A small parking lot for 7-10 vehicles is required where sports are on site and other parking is not available
Trees	30 trees per ha min.	



Pathways	Local and Regional
SWMF	Must meet park function first

7.1.9.4 LINEAR PARKS

Design

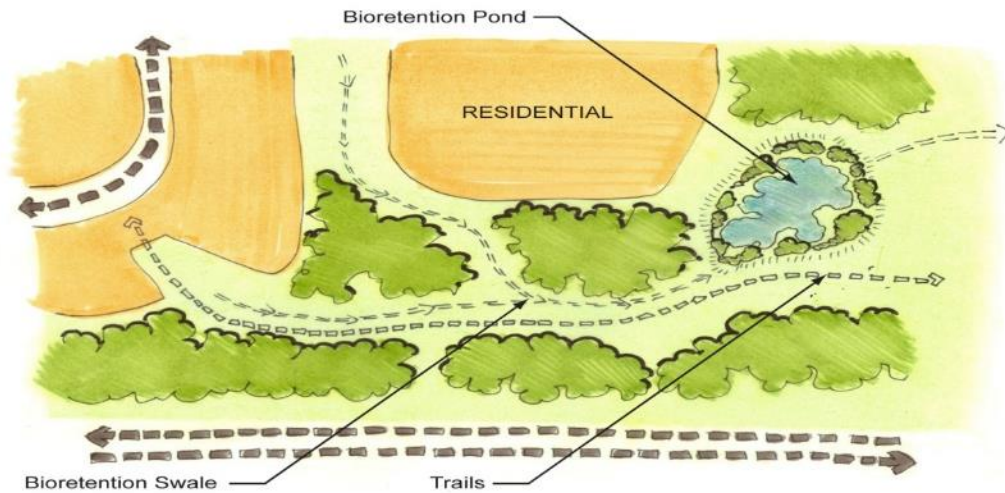
CLASSIFICATION	SIZE	SERVICE AREA	SITE FURNISHINGS
City Developed Park and/or Natural Park	10 to 40 m wide	varied	bike racks, benches, trash receptacles, park signage, picnic tables

PURPOSE

- To provide connections and linkages in the park system to achieve non-vehicular travel routes to neighbourhood focal points and destinations
- To act as buffers providing visual screening, noise attenuation or the separation of conflicting land uses
- Allow protection of natural and heritage features

FUNCTION

- To provide pathways for non-vehicular travel
- To provide opportunities for viewing and experiencing natural features
- To provide opportunities for sitting and picnicking
- Screen large parking areas
- Specific programming for residents



FEATURES		ACCESS AND CONNECTIVITY
Location	Linked to destinations	1 Where key connections and linkages are identified
Parking	No	2 All access points have a minimum width of 15m
Amenities	• Playground (based on neighbourhood need)	3 Access points to be located to discourage uncontrolled mid-block crossing of collector or arterial roads
	• Gathering areas	4 Lighting is required where Linear Parks serve as a non-vehicular commuter route
	• Open Space	5 Provide additional safeguard between developed areas, environmentally sensitive areas, and wildlife habitats
	• Alternative (skate/bike, etc.)	6 Separate residential areas from busy roadways or commercial areas



Trees	30 trees per ha min.
Pathways	Local and Regional
SWMF	Must meet park function first

7.1.9.5 SCHOOL GROUNDS

Design

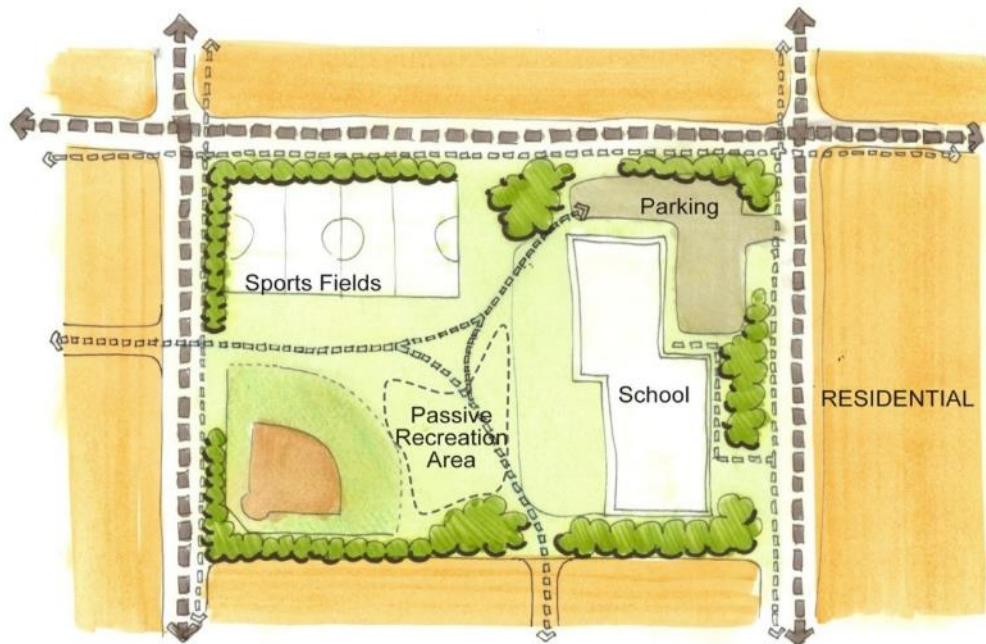
CLASSIFICATION	SIZE	SERVICE AREA	SITE FURNISHINGS
City Developed Park	Varies (based on need)	varied	bike racks, benches, trash receptacles, park signage, picnic tables

PURPOSE

- Meet active recreational needs for youth
- To provide expanded play area for neighbourhood schools

FUNCTION

- To accommodate inter-neighbourhood sports leagues for youth and adults
- To accommodate informal active recreational activities
- May be combined with neighbourhood parks
- Specific programming for residents





FEATURES		ACCESS AND CONNECTIVITY
Location	Centrally located	1 Located on arterial or collector streets with City transit service
Parking	Yes	2 50% street frontage
Amenities	• Playground (based on school classification)	3 Linked by trails or sidewalks to residential areas, adjacent parks and other activity nodes
	• Sports fields (soccer, baseball, basketball, etc.)	4 Parking to be provided, quantities according to school programming
	• Open Space	5 Easily accessible by walking and bicycling
	• Alternative (skate/bike, etc.)	6 Access from collector street
Trees	30 trees per ha min.	
Pathways	Local and Regional	
SWMF	No more than 30% of area	

7.1.10 PLAYGROUNDS

- i. Playground surface material to be poured-in-place recycled rubber, engineered wood fibre or 6–10mm washed round rock and must be free of fines or other contaminants. Playground surfaces will be considered on a site specific situation.
- ii. All playgrounds are to be designed and constructed to meet or exceed CSA standards (including encroachment zones).
- iii. Play unit lighting is required for all playgrounds.



- iv. Types of play equipment based on Park Classification:
 - a. Pocket Parks: Play facilities intended for pre-school children aged 2-5.
 - b. Neighbourhood Parks: Play facilities intended for pre-school children aged 2-5 and school children aged 5-12.
 - c. Community Core Parks: Structured sports facilities for adults and youth and play facilities to accommodate all age groups and/or interpretive play (unique play equipment).

7.1.11 SITE FURNITURE

- i. Waste Receptacle: Canaan CAY-140
 - a. to be located a minimum of 2m away from benches and preferably down wind.
- ii. When picnic tables are installed in new parks, at least one (1) table must be designed in such a way that would allow future conversion to an accessible picnic area (i.e. easy connection to paved pathway, concrete pad large enough for accessible table).
- iii. Bench base: concrete or asphalt base with a 300mm apron beyond furniture edge and on one side with a 1200mm apron overhang for wheel chair accessibility.
NOTE: this configuration is for park benches that are located adjacent and connected to asphalt pathways.
- iv. Site furniture to be in-ground or surface mounted, as approved by Parks.

7.1.12 BRIDGES

- i. Bridge structures: design and construction approval process to be completed by Engineering services and Parks.
- ii. Abutments: slope treatment and/or extended hand rails are required to ensure public safety between abutment structure and pathway edges. Abutment structure to be located above HWL.
- iii. Standard bridge requirements:
 - a. Width: 2.5m minimum
 - b. Load capacity: 2270 kg (5000 lbs) minimum
 - c. Materials: to be low maintenance railings and surface
 - d. Construction: countersunk lag bolts are required
 - e. Slope: to be maximum 6% slope (length)



7.1.13 PARKS SIGNAGE

- i. Signage requirements to be determined at detailed plan approval stage. Signage will be dependent upon overall park use and subject to approval by Parks Management.
- ii. General signage requirements:
 - a. Follow the Corporate Identity Guidelines
 - b. To be located at major entrances to Open Spaces (i.e. wayfinding, bylaw, use designation signage)
 - c. Installation and maintenance of the signage is the responsibility of the Developer until FAC approval
- iii. Location and detail of signage to be indicated on landscape construction drawings for approval.
- iv. Developer signage to be removed prior to FAC.
- v. A minimum of three (3) Stormwater Facility Caution signs to be installed around new ponds. See Drawing 9.2.3 in the Parks Construction Specifications for sign details.

7.1.14 SITE INSPECTIONS & SUPPORTING DOCUMENTS

- i. In situations where road works and landscaping site improvements are immediately adjacent to each other, every effort should be made to coordinate site inspections and approvals.
- ii. Final grade survey stakes and topsoil depth test results may be required at the time of topsoil inspection, as requested by the Parks Site Inspector.
- iii. The Developer and/or Developer's consultant (landscape architect or representative) must have a set of approved drawings, a set of specifications and any final test documentation (e.g. playgrounds) on site at time of inspection.
- iv. Parks has the right to refuse inspection if multiple deficiencies are found as determined by the Parks Inspector.

7.1.15 MAINTENANCE PERIODS

- i. The maintenance period for all MR parcels is two (2) calendar years. The following is a list of Developer tasks for the maintenance period:
 - a. Snow removal on pathways: to occur per Parks Department maintenance standards.
 - b. Garbage pick-up: minimum once weekly in summer and once monthly in winter.



- c. Mowing to occur per Parks Department maintenance standards.
- ii. Third party damages remain the responsibility of the Developer.

Note: for a more detailed list please refer to 'Schedule D – Open Space Agreement.

APPENDIX “A”

Abbreviations & Definitions

AAAL – Alberta Landscape Architect Association

ASP – Area Structure Plan

CCC – Construction Completion Certificate

CPTED – Crime Prevention Through Environmental Design

CSA – Canadian Standards Association

ER – Environmental Reserve

FAC – Final Acceptance Certificate

HWL – High Water Line

MDP – Municipal Development Plan

MR – Municipal Reserve

MSR – Municipal School Reserve

NWL – Normal Water Level

PUL – Public Utility Lot

SWMF – Storm Water Management Facility

Open Space: Designated MR, MSR and ER areas, or combination thereof, that is used for the intent of recreational use within the community.

Pocket Park: Green space that provides a small, safe and attractive multi-use park for those living in close proximity that cannot easily access neighbourhood or community core parks. Park size ranges from 0.5 to 0.8 hectares (1.2 to 2.0 acres).

Neighbourhood Park: Open Space for local community use that serves as a common area for neighbours of all ages to gather, socialize and play. Park size ranges from 0.8 to 5.5 hectares (2.0 to 13.6 acres).

Community Core Park: Open Space designed to meet the recreational needs of a larger community area that permits large group activities, community events and sports tournaments. Park size is a minimum 5.5 hectares (13.6 acres).

Linear Park: Open Space that provides non-vehicular connections and linkage routes to neighbourhood focal points and destinations outside of the neighbourhood and acts as a buffer providing visual screening, noise attenuation or separation of conflicting land uses. (15m to 40m)

Regional Pathway: Pathway designed to accommodate multiple destination-oriented users and potential high volumes of use.



Local Connector: Pathway intended to connect commuter trails to adjacent communities, shopping, and employment and Open Space areas.

APPENDIX “B”

Outline Plan Open Space Checklist

References for OP – Open Space Planning:

- MGA, ICSP/MDP, ASP documents
- Parks & Bikeways & Pathways Master Plans

Outline Plan Requirements:

- Connectivity/Walkability
 - Regional & local connector pathway connectivity & overall community connectivity
 - Pedestrian friendly streetscapes (median, boulevard, roundabout planting)
- Accessibility
 - Convenient, clear access points with high visibility
 - Provide connection to amenities
- Functionality
 - Regional as well as community recreational needs are addressed (amenity, active/passive Open Space)
 - Use park classification (neighbourhood, pocket, linear, school and community parks)
- Diversity & Adaptability
 - Amenity Features:
 - Gathering areas, special use areas (skateboarding, biking, dog parks), parking, sports fields, community gardens, playgrounds, signage, public art, fencing, benches, bike racks, active/passive Open Space
 - Increase biodiversity (tree species diversification), as well as range of experiences
- Identity & Character
 - Neighbourhood theme
 - Entrance features
- Sustainability
 - Low impact development (water, air & waste quality: rain harvesting, detention cells, bioswales)
 - Sustainable planning and design practices to minimize maintenance costs and improve environment i.e. drought tolerant plantings, habitat formation and storm water irrigation.
- School Reserves
 - School site requirements (in coordination with parks and school board).



- Overall size & interface with adjacent areas
- Regional & local recreation facilities
- Connectivity with neighbourhood
- Linear Parks
 - 15m width minimum connecting to destination nodes
 - Must adhere to CPTED
 - Municipal reserve adjacent to SWMF should have larger Open Space area to support other forms of recreation not just walking.
- Storm Water Management Facilities
 - Meet minimum MR requirements
 - Riparian landscape requirements (NWL to HWL to be naturalized)
 - Maintenance access & requirements
 - Irrigation opportunities
- Additional Documents Required
 - Overall conceptual layout for Parks and Open Space with proposed amenities (playground locations, fields, skateboard elements, biking areas, gathering areas, dog parks, etc.) and SWMF locations within MR – including area calculations.
 - Overall pedestrian circulation plan with pathway classifications (regional, local connector, sidewalk) illustrating connection to adjacent neighbourhoods, regional recreational amenities, and regional trail system (internal system & external alignment along collector and arterial roadways).
 - Cross section illustrations for atypical situations (i.e. retaining walls) of residential lots, Open Space interfaces, and any low impact design proposals.
 - Preliminary Conceptual Landscape Plans (proposed amenities to be shown in plan and elevation cross-section rendered illustrations), rough grading (high spots, low spots or any overland drainage), circulation, etc.



APPENDIX "C"

Open Space Agreement



OPEN SPACE DEVELOPMENT AGREEMENT

OVERALL DEVELOPMENT NAME

Development Name: (same as above)

Lot ** MR, Block **, Plan ***

Developer: company



CITY OF
Lethbridge

DESIGN STANDARDS
2021



CITY OF
Lethbridge

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2020
BETWEEN:

THE CITY OF LETHBRIDGE
A MUNICIPAL CORPORATION
(HEREINAFTER REFERRED TO AS "THE CITY")

OF THE FIRST PART

-AND-

Developer Name
(HEREINAFTER REFERRED TO AS "THE DEVELOPER")

OF THE SECOND PART

OPEN SPACE DEVELOPMENT AGREEMENT
FOR
PARK NAME

LOT ** MR, BLOCK **, PLAN *** (** Ha.)
LOCATED IN THE:
SE ¼ of Section **, in Township *, Range **, West of the Fourth Meridian



OPEN SPACE DEVELOPMENT AGREEMENT

SUBDIVISION:

DEVELOPER:

Contact:

Phone:

CONSULTANT:

Contact:

Phone:

DEVELOPMENT AREA:

PART I

DEVELOPMENT, ACCESS, TESTS, PRICES, TIME

1.1 AUTHORIZATION TO DEVELOP

The Developer is hereby authorized, subject to the terms and conditions of this Agreement, to develop the open space shown outlined in yellow on the Plan attached hereto as Schedule "A".

1.2 WRITTEN PERMISSION REQUIRED BEFORE COMMENCING WORK



The Developer shall submit detailed drawings and specifications for all utilities and other municipal improvements they are proposing to install and construct within the open space, and no construction or development shall commence without prior written approval of the City of Lethbridge.

1.3 MATERIALS, WORKMANSHIP AND STANDARDS

The Developer agrees that all materials installed and workmanship performed by the Developer under this agreement, including specific conditions required by the City of Lethbridge Parks Department, shall conform to the City's current standards, procedures and approved products. Requests for deviation from City of Lethbridge standards will be received in writing explaining the rationale and including drawings and details on alternatives.

1.4 ACCESS

The Developer shall grant to the City Engineer, or its duly authorized representatives, free and uninterrupted access to any and all parts of the Development Area for the purpose of making inspections and taking samples of materials being used. If any materials, design or installation work does not conform to the City standards, the City Representative may stop any further work and order the removal of unsatisfactory materials from the area.

1.5 TESTS

The Developer shall, at no expense to the City, and as and when required by the City:

1. Supply test results, from an accredited testing company, of alkalinity and soil resistivity for determining abnormal soil conditions requiring special consideration for municipal reserve development, utility installation, storm sewers and water mains;
2. Supply samples of any materials proposed to be used or installed in any improvement under this Agreement, which samples shall be suitable for testing and visual inspection by an inspection and testing company under contract with the City.

1.6 WORK AND MATERIALS PAID BY THE OTHER PARTY

The parties hereto shall, before doing any work or supplying any materials for which the other is required to pay, either in whole or in part, obtain the written authorization of the other party, and that party will authorize the work to proceed and the materials to be supplied at prices agreed upon by the City Representative and the Developer.

PART II



PLANS

2.1 CITY REQUIREMENTS

The Developer shall submit to the City Engineer for approval a copy of the specifications, plans and profiles, as required, showing all the work proposed to be done. Plans and profiles submitted by the developer shall conform to the City's requirements as to size, scale and symbols

PLAN LIST

1. Master Plan
2. Grading Plan
3. Landscape Features Plan including hardscaping
4. Planting Plan showing location, species, size and quantities
5. Details of landscape feature(s)
6. Seed mixture and rate of seeding and fertilizing – City Specifications
7. Sprinkler System Plan (Construction Drawing Format as per Item 2.4)
8. Erosion Control Plan

ALL DRAWINGS SHALL DISPLAY:

- a. Plan Number
- b. Scale
- c. North Arrow
- d. Sheet Title

2.2 FINAL DESIGN APPROVAL BY CITY REPRESENTATIVES

Copies of the plans and specifications as amended pursuant to the requirements of the City shall be supplied to the City Representative for final approval before any construction work will be authorized. The Developer shall ensure that all contractors employed by the Developer are provided with copies of the approved plans and specifications.

2.3 COMMENCING CONSTRUCTION

Prior to commencing construction, the Developer shall invite the City Engineer to the Pre-construction meeting as set out in the Field Services Guidelines for the purpose of providing the City Engineer with the proposed construction schedule for distribution to relevant City departments. Should the City Engineer not be available to attend the meeting the schedule will be distributed to the City Engineer by the Consulting Engineer immediately after the meeting.



2.4 CHANGE IN PLANS

If, during the progress of the work, departures from the approved plans seem to be desirable, the Developer shall first submit a shop drawing (detailed plan showing the proposed changes) and receive the written approval of the City's Representative. Approval shall be given as soon as reasonably possible so as to not unduly delay the progress of the work. The approved change will be reflected in the final drawing (as-builts) submitted for record.

2.5 AS-BUILT DRAWINGS AND RECORDS

The Developer shall supply the City Representative with as-built drawings in hard copy and digital formats prior to the Construction Completion Inspection. As-built plans will be reviewed and approved prior to issuance of the City of Lethbridge Substantial Completion Certificate. Plans are to be on Digital File Format, (Intergraph DGN or AutoCad DXF) delivered by e-mail. The plan shall conform to City of Lethbridge format requirements. (Location of all utilities and improvements as through survey and GPS technology)

2.6 COST OF PLANS

The cost of preparing and supplying all plans and specifications referred to herein shall be considered part of the project and are cost shareable.

PART III

STORM SEWERS, WATERMAINS AND ELECTRICAL UTILITIES

3.1 STORM SEWERS AT THE DEVELOPERS EXPENSE

The Developer shall install and construct all storm sewers, complete with manholes, catch basins and catch basin leads and other accessories required to provide storm water removal for the Open Space

3.2 WATERMAINS AT THE DEVELOPERS EXPENSE

The Developer shall construct and install all watermains complete with Valves, Hydrants, hydrant control valves, fittings and appurtenances required as per City of Lethbridge Standards to serve the Open Space including the irrigation system water service.

3.3 ELECTRICAL SERVICE AT THE DEVELOPERS EXPENSE



Electrical service to the Open space must provide service to both the pump station and irrigation controllers as well as any other features that require electricity.

PART IV

RESERVE SITES

4.1 RESERVE SITES FOR USED FOR STORAGE

If an area (or areas) is to be used for storage or other purposes by the Developer, or any Contractors employed by the Development Area, the Developer shall obtain permission from the City prior to use of the site. If use of the site is granted, the Developer shall, at no expense to the City, grade and loam the damaged area or areas of the Municipal Reserve or Reserves and return them to their original condition at the date specified by the City. No Municipal Reserve shall be used as a dumping site for waste material.

PART V

INDEMNITY CLAUSES

5.1 DEVELOPER TO INDEMNIFY CITY UNTIL ISSUANCE OF FINAL ACCEPTANCE CERTIFICATE

The Developer agrees that the defined Development Area or Areas where the Developer is installing utilities and constructing improvements is a private Development Area and the Developer shall indemnify and save harmless the City from any and all claims, costs which may be brought against or incurred by the City by any person or persons for any injury, loss or damage occurring to any person or property which may result from any works or construction of the Developer from the date of commencement of construction to the date of approval of the Final Acceptance Certificate (whether or not the installations are along the boundaries or outside the actual Development Area).

5.2 WORKS BY THE CITY

The City acknowledges that the indemnifications contained in Clause 5.1 above shall not apply to any work done by the City, its Agents employees, or any Contractors working under Contract by the City in the Development Area.



PART VI

CONSTRUCTION COMPLETION CERTIFICATE

6.1 CONSTRUCTION COMPLETION CERTIFICATE

When all utilities and improvements are substantially complete the Developer shall request an inspection of the completed work. Prior to the inspection, the following criteria shall be met:

- Notice of a completed pre-inspection by the Consulting Engineer and Contractor
- Submission of Irrigation As-built drawings

The City's Representative shall cause an inspection to be made within thirty (30) days from date of receipt of request. The Developer will be notified of the results of the inspection as soon as possible thereafter.

If defects or deficiencies in the utility or improvements are apparent during the inspection, a report of the defects and deficiencies will be submitted to the City Engineer, Developer and Contractor. Upon correction of the items listed in this report, the Consulting Engineer shall submit a minimum of two (2) copies of the Construction Completion Certificate attached as Schedule "C", duly signed and sealed by the Developers Representative.

When the City Engineer is satisfied that all identified defects have been corrected, in accordance with the approved plans and applicable specifications, the City Representative shall sign the Construction Completion Certificate and shall indicate there on the date when the Developer shall be eligible to apply for a Final Acceptance Certificate.

If the Developer is not advised of any deficiencies within thirty (30) days of receipt of the Certificate by the City Representative, the utility or improvement shall be deemed by the Developer to be completed. The warranty period shall therefore commence on the date of issuance of the Certificate or thirty (30) days after receipt of the Certificate by the City Engineer, if the Certificate is deemed to be issued.

6.2 CONDITIONS OF COMPLETION

The Developer understands and the parties hereto both agree that the improvements shall be considered "complete" when the Open Space has been developed to the level shown on the approved plans.

By December of the year the CCC was signed the City requests an itemized breakdown of the costs associated with the construction of the Park. This information will be kept confidential and is only for use in determining the fixed asset value.



PART VII
WARRANTY AND FINAL ACCEPTANCE

7.1 DEVELOPER RESPONSIBILITIES DURING THE WARRANTY

After the issuance of the Substantial Completion Certificate, the Developer shall be responsible for any and all repairs and replacements to any utilities and/or improvements that may become necessary from any cause whatever, up to the end of the warranty periods specified in the said Construction Completion Certificate.

7.2 DEVELOPER TO REPAIR OR REPLACE

If, during the construction and warranty period, any defects become apparent in any of the utilities and/or improvements installed or constructed under this Agreement and the City Engineer acting reasonably requires repair or replacements to be done, the Developer shall, within the time specified by the City Engineer, cause such repairs or replacements to be done. If the Developer defaults or an emergency exists, the City may do the repairs or replacement and recover the cost from the Developer.

7.3 CONDITIONS OF FINAL ACCEPTANCE BY CITY

The Developer also agrees that, until all his obligations have been met under the development agreement, the warranty will remain in effect. Failure to complete all obligations will result in the withholding of final acceptance by the City.

7.4 FINAL ACCEPTANCE CERTIFICATE

One (1) month prior to the expiration date of the warranty period of the improvements referred to in Clause 7.1 of this Agreement, the Developer and City of Lethbridge designate shall inspect each improvement and the Developer shall correct all defects and deficiencies, due to damage and other causes. Subsequent to the correction of the said defects and deficiencies, the Developer shall submit to the City's Representative two (2) copies of the Final Acceptance Certificate, attached as Schedule "D" duly signed and sealed by a Representative of Developer.

Prior to the expiration date of the warranty period as noted on the Construction Completion Certificate, for all of the utilities or improvements, the Developer and the Contractors shall inspect each utility or improvement. The Developer shall ensure that the Contractor corrects all defects and deficiencies. Subsequent to the correction of the said defects and deficiencies, the Developer shall make a request to the City Representative for Final Acceptance for the utility or improvement.

The City Representative shall cause an inspection to be made within thirty (30) days from the date of the request.



If defects or deficiencies in the utility or improvements are apparent during the inspection, a report of the defects and deficiencies will be submitted to the City Representative, Developer and Contractor by the Developers Representative. Upon correction of the items listed in this report, the Developers Representative shall submit a minimum of two (2) copies of the Final Acceptance Certificate attached as Schedule "D", duly signed and sealed by the Engineer on Record.

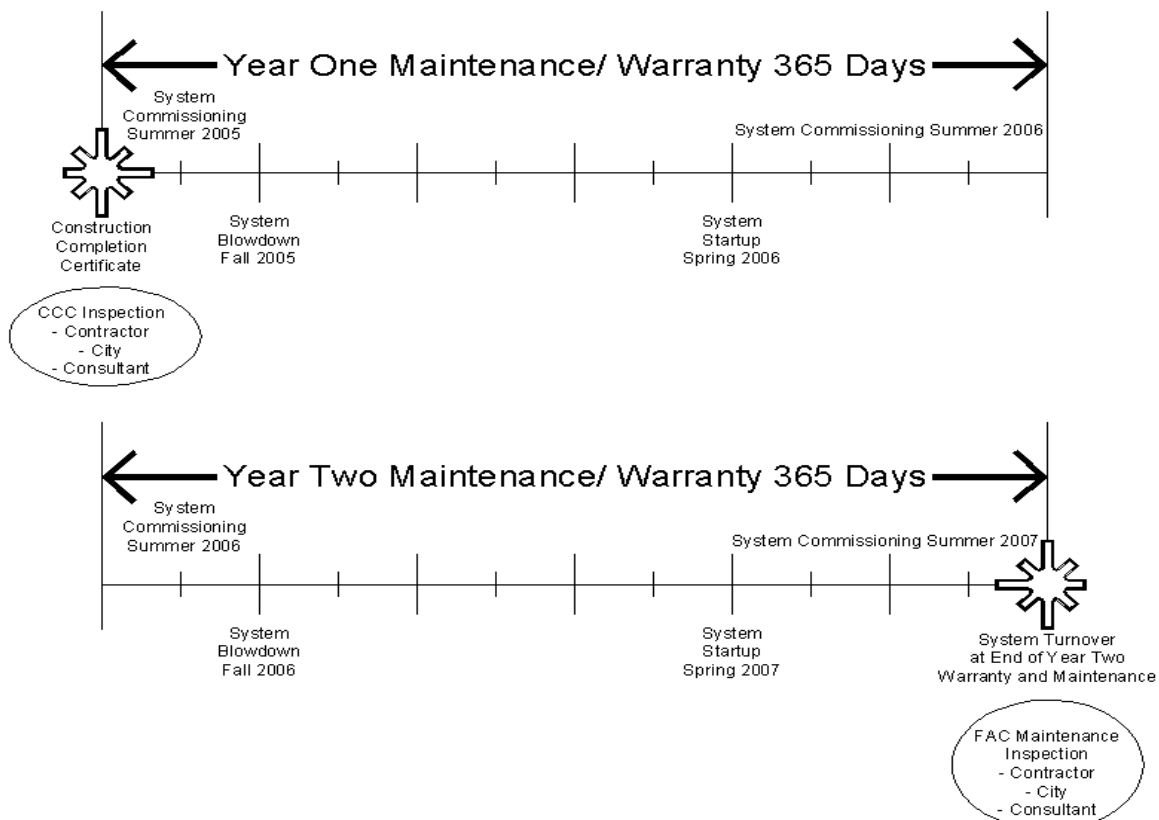
When the City Engineer is satisfied that all identified defects have been corrected, in accordance with the approved plans and applicable specifications, the City Engineer shall sign the Final Acceptance Certificate.

7.5 MAINTENANCE DURING THE WARRANTY PERIOD

The maintenance period will consist of two (2) complete growing seasons as per Schedule "C". The period will also include fall shut down of the park and consecutive spring startup.

The developer will be responsible for all costs associated with the operation of the park during the maintenance period until acceptance of the park by the City of Lethbridge. (Example: water, electrical and vandalism)

The maintenance will include all labour, equipment and materials required to maintain landscape development within the contract area and including, but not limited to, cleanup, pruning, weeding, fertilizing, weed and pest control including rodent and ungulates, watering of all plant materials and turf, grass cutting, routine maintenance and washing, weekly litter pickup, removal and disposal, winterizing all plant materials, equipment and the irrigation system, all in accordance with the project specifications and until a satisfactory Final Acceptance Certificate inspection has been conducted by the City of Lethbridge. Please see timeline below





PART VIII

OPEN SPACE FUNDING AGREEMENT PROCESS

8.1 FUNDING PROCESS

At the Outline Plan stage of community development the Developer approaches the City of Lethbridge Parks Department and proposes the park parcels within the development that are to be cost shared and which are to be developed to the minimum standards. If the park concepts meet the current City Standards then the Parks department agrees in principle to cost share.

At the time of Subdivision the Developer, in a joint effort with the Parks Planning Manager, creates and submits a park concept to the City. Once the concept is approved the Developer signs and submits the Open Space Agreement.

8.2 THE DEVELOPER UNDERTAKES AND AGREES

- a) To furnish all labour, material, and services together with all work incidental thereto necessary and required to perform all work described in the Contract documents, and shall forthwith, according to the instructions of the City, or such other persons as may be designated by the City, commence work and diligently perform the respective portions thereof, and deliver the said work to the City within the time specified therein.
- b) To do and fulfill everything indicated in the Agreement and the Contract documents.
- c) To complete the work on or before _____.

8.3 THE CITY UNDERTAKES AND AGREES

- a) To pay the Developer in Canadian funds for the performance of the Agreement. Payment to be pursuant to the Open Space Agreement Cost Share Plan A, attached hereto at Schedule "B".

LOCATION

PARK NAME

LOT ** MR, BLOCK **, PLAN ***

SE ¼ of Section **, in Township **, Range **, West of the Fourth Meridian

HECTARES

**** Hectares**

Payment

\$*****



- vi. Upon issuance of the Substantial Completion Certificate the City of Lethbridge agrees to pay the Developer 80% of the City's share of the total costs of the project. The final cost for the project to be supported by submission of a Certified Statement of expense to the City's Representative. The holdback amount will be 20% of the agreed price and will be released to the Developer after issuance of a Final Acceptance Certificate (FAC). FAC shall include copies of Statutory Declaration and Workman's Compensation Board (WCB) clearance
- b) The City may withhold on account of subsequently discovered evidence, the whole or part of the payment indicated in any Certificate to such an extent as may be necessary to protect the City from loss on account of:
 - i) Claims filed or reasonable evidence in the opinion of the City indicating probable filing of claims;
 - ii) Evidence of failure of the Developer to make payments properly to contractors for material, or for labour.

When the above conditions or situations are remedied to the satisfaction of the City, payment shall be made for the amounts withheld.

PART IX

GENERAL MATTERS

9.1 DEFAULT BY DEVELOPER

Should the Developer fail to comply with a notice of default within ninety (90) days of posting the said notice to the Developer, the City shall have the right to terminate this Agreement. After termination of this Agreement, the City shall, at its sole option, have the right to complete the development. The City shall, however, be under no obligation to complete the above work.

9.2 ARBITRATION

In the case of any dispute between the parties hereto, with respect to any matter arising out of this Agreement, either party hereto shall give to the other notice of such dispute. Thereupon each party shall appoint an arbitrator, and they shall jointly select a third, and the decision of any two shall be final and binding upon the parties. Procedure shall conform to the Arbitration Act for the Province of Alberta. In case of failure of the two arbitrators appointed by the parties hereto to agree upon a third arbitrator, such arbitrator shall be appointed by a Judge of Court of Queens Bench of Alberta. The cost of arbitration shall be apportioned against the parties hereto, or against any one of them as the arbitration shall decide.



9.3 AGREEMENT IS NOT A PERMIT

This Agreement does not constitute a Development Permit or any other permit of the City. The Developer is responsible for obtaining all necessary permits.

9.4 BINDING ON SUCCESSORS AND ASSIGNS

The Developer shall not have the right to assign its interests in this Agreement without the consent, in writing, of the City which consent shall not be unreasonably withheld. This Agreement shall be binding upon all parties hereto and permitted assigns.

9.5 AGREEMENT TO BE EFFECTIVE ONLY ON SIGNING BY BOTH PARTIES

This Agreement shall not be in force or bind any of the parties hereto until executed by all the parties named herein.

9.6 TIME

Time shall be of the essence of this Agreement.



IN WITNESS WHEREOF the Developer and the City have caused to be hereto affixed their respective corporate seals, attested to by their respective proper officials in that behalf, the day and year first above written.

CITY OF LETHBRIDGE

MAYOR

CITY CLERK

DEVELOPER NAME
DEVELOPER

PER: _____

PER: _____



SCHEDULE A

Overall Development Name - Park Name Open Space Area Plan 'A'



SCHEDULE B

Cost Share Plan 'A'