According to the Neighbourhood Planning Manager, there are no records showing the City financially supported the Downtown BID Alley Gallery in 2021.

The records attached show City financial support through Opportunity Response funding over the last couple years:

- 1. Downtown BID Back Alley Gallery application from 2024
 - 1. Installed and invoiced in 2024
- 2. Broadway BID Door Décor application from 2024
 - 1. Installed and invoiced in early 2025

Of note, the Downtown BID has now applied for another Back Alley Gallery project in 2025. The estimated project cost is \$30,000 with a request for \$15,000 Opportunity Response funding. The agreement is currently being reviewed and authorized. No payment has been made to the Downtown BID for this project to date.

ALLEY GALLERY 2024				
			War & War of Alberta and Alber	
	QTY	RATE	ACTUALS	Notes
Revenues:				
Downtown Saskatoon			8,201.64	<u> </u>
CoS Urban Design Opporutnity Response			8,201.64	Grant request from Urban Design
			16,403.28	
Expenses:				
Number Doors completed	15			
Artists Payments	4	600	9,000.00	4
Graphic Desinger fees (artist to printer files + singage design)			466.20	Station Studios
Vynil printing			5,477.85	Sharp Auto
installation			SUCS 45 CO. C.	
			16,403.28	

City of Saskatoon Request to Issue Payment



Reference #

F026208

Purpose

This form should only be used if you are requesting payment and do not have an invoice or you have paid an invoice and are requesting a reimbursement. Alternatively, if you have an invoice please follow the standard accounts payable process in Fusion.

Instructions

Include the following Details: ♦ Business Partner (BP) Name and/or Number, ♦ Payment Due Date, ♦ Select Reason, ♦ Select Backup Attached, ♦ Description of the Reasons for Payment/Instructions, ♦ Indicate the Payment Distribution: Amount/GL Account Number / Cost Center, WBS Element, Order # (if applicable). Please include as much information as possible, to not delay the processing time of this payment. If Reason for the Payment do not match with drop down list select Misc/Other.

Please fill out this form (including the ID #) attach the form and your supporting documentation and forward it to the AP Clerk in your area. If you do not know the AP clerk in your area or do not have a department AP clerk forward your submission to Corporate AP (accountspayable@saskatoon.ca).

Vendor / Payment Details:				
BP Name (Required):	Broadway	BID-Broadway Business Improvement	BP # (Optional):	1004201
Total Amount to be Paid:	\$	4,500.00	Payment Due Date :	31-May-25
Reason (Required):	Grants	Backup Attached Yes/No (Required)		Yes
Description:	Broadway BID - Opportunity Response Door Décor Grant			

Paym	ent Distribution:				
			Complete on	e of the following	
	AMOUNT	G/L ACCOUNT	COST CENTER / PROFIT CENTER	WBS ELEMENT	ORDER #
	\$\$\$\$\$\$\$\$\$	6XXXXX	1XXXXX	P.XXXXX.XX	XXXXXX
\$	4,500.00	610105	100348		

Requestor/Approver:		
Date of Request YY - MM - DD	Name of Requestor	Name of the Approver
25-05-26	Jennifer Hart	Trevor Tumach Melissa Austin

INVOICE

Date: May 13, 2025 **Invoice:**83762196

Broadway Business Improvement District

613 Broadway Avenue Saskatoon SK S7H 0M4 306.664.6463 hello@broadwayyxe.com **To** City of Saskatoon C/O: Urban Design

Re Opportunity Response Grant

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date

Qty	Item #	Description	Unit Price	Discount	Line Total
1		City of Saskatoon Opportunity Response Fund 50% of Broadway BID Door Décor project			\$4500.00
		То	tal Discount		
				Subtotal	\$4500.00
				Sales Tax	\$0.00



Payments can be made by e-transfer to hello@broadwayyxe.com or cheques payable to Broadway Business Improvement District

Total

Thank you!

\$4500.00

City of Saskatoon Request to Issue Payment



Purpose

Reference #: F023709

This form should **only** be used if you are requesting payment and do not have an invoice or you have paid an invoice and are requesting a reimbursement. Alternatively, if you have an invoice please follow the standard accounts payable process in Fusion.

Instructions

Include the following Details: Business Partner (BP) Name and/or Number, a Description of the Reasons for Payment/Instructions, Total Amount to be Paid and Date the Payment is Due. Indicate the Payment Distribution: Amount/ GL Account Number / Cost Center, WBS Element, Order # (if applicable). Please include as much information as possible, to not delay the processing time of this payment.

Please fill out this form (including the ID #) attach the form and your supporting documentation and forward it to the AP Clerk in your area. If you do not know the AP clerk in your area or do not have a department AP clerk forward your submission to Corporate AP (accountspayable@saskatoon.ca).

Vendor / Payment Details:

BP Name	Downtown Business Improvement District	BP#	BP# 1003383
(Required):		(Optional):	
Total Amount to be Paid:	\$8,201.64	Date Payment Due:	Dec 15, 2024
Description:	Alleyway Gallery		

Payment Distribution:

		Comple	te one of the follow	ving			Comple	te one of the follow	ving
AMOUNT \$\$\$\$\$\$\$\$\$\$	G/L ACCOUNT 6XXXXX	COST CENTER 1XXXXX	WBS ELEMENT P.XXXXX.XX	ORDER # XXXXXX	AMOUNT \$\$\$\$\$\$\$\$\$\$	G/L ACCOUNT 6XXXXX	COST CENTER 1XXXXX	WBS ELEMENT P.XXXXX.XX	ORDER # XXXXXX
\$8201.64	610105	100348							

Requested By:

Date of Request YY - MM - DD	Name of Requestor	Position of Requestor
24 - 12 - 03	Jennifer Hart	Administrative Coordinator

Doc#

Auth: Melissa Austin

Contribution Agreement

This Agreement made effective the 1st day of December, 2024.

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 -

Broadway Business Improvement District, a legislated entity pursuant to the provisions of *The Cities Act*, S.S. 2002, Chapter C-11.1 (the "BID")

Background

- A. The BID proposes a series of exterior doors on private property to cover the doorways with artwork using a vinyl wrap installation at the location(s) as further described in the material attached hereto as Schedule "A"; and
- B. The City agrees to contribute a grant to the BID to carry out the Project as further described in this Agreement.

Now, therefore the City and the BID (collectively the "Parties" and individually each a "Party") agree and covenant as follows:

Term and Termination

- 1. (1) The term of this Agreement described herein shall commence December 1, 2024, and end on November 30, 2027 (the "Term"). The BID shall be responsible for maintaining the Project during the Term.
 - (2) Subject to subsection 4(2), if the BID fails to maintain the Project to the end of the Term, the BID shall re-pay to the City that proportion of the City's financial contribution to the Project that corresponds to the proportion of time remaining in the Term.
 - (3) This Agreement shall terminate automatically and without notice upon:
 - (a) the dissolution or winding up of a Party who is a corporate body; or

- (b) the commencement of bankruptcy proceedings in respect of a Party or the date on which a receiver, custodian, liquidator, monitor, receiver and manager or any other person with similar powers is appointed for a Party or for any substantial part of a Party's property or any substantial part of a Party's property is seized by another person.
- (4) In the case of a breach of a term of this Agreement, the Party not in breach may terminate, at its sole option, by giving the other Party ten (10) days' written notice. If the breach is cured to the satisfaction of the non-breaching Party within the ten (10) day notice period, then this Agreement may continue in force, at the sole discretion of the non-breaching Party.
- (5) At the expiry of the Term or upon other termination of this Agreement, the City or the property owner may request the removal of the project and the BID shall be solely responsible for coordinating and covering any costs of the removal, including transportation of the Project, within 30 days of a request.

Contribution by City

- 2. (1) The City agrees to contribute to the installation costs of the Project through a payment to the BID, 50% of the total cost of the installation work or \$4,500.00 (which amount is inclusive of any applicable taxes), whichever is less, upon completion of the installation of the Project.
 - (2) The BID agrees that the contribution made by the City pursuant to subsection (1) constitutes valid consideration with respect to the Project under this Agreement.
 - (3) For clarity, it is also the understanding of the parties that the BID shall also make a contribution to the installation. The BID shall contribute 50% of the total cost of the Project, or the remaining balance, whichever is more, upon the completion of the Project.

Insurance

3. The BID shall be responsible for the insurance of the Project.

Maintenance and Damage to Project

4. (1) The BID shall be responsible for the cost and repair of the Project. The City shall not be required to pay for repairs of the Project.

(2) If the repair cost is greater than the value of the Project, the BID may elect to terminate this Agreement and remove the Project without any requirement to repay the City any of the City's contribution amount.

Indemnification

- 5. (1) The BID shall be solely liable for and indemnify the City against all losses, damages, claims or demands which may be incurred or made against the City and which may in any way arise out of, or be occasioned, either directly or indirectly, by the BID's use of the City's property or by the BID's actions.
 - (2) Without limiting the generality of subsection (1), the BID represents and warrants that the Project as described in this Agreement shall not infringe or induce the infringement of any third-party intellectual property rights.

Notice

6. (1) Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, by registered mail or by email, to the party to whom the notice should be given at the addresses set forth below:

To the City:

City of Saskatoon
Neighbourhood Planning
Planning and Development Division
222 3rd Avenue North
Saskatoon, SK S7K 0J5
Attention: Neighbourhood Planning Manager
Email: urbandesign@saskatoon.ca

To the Business Improvement District:

Broadway Business Improvement District Unit A 613 9th Street East Saskatoon, SK S7H 0M4 Attention: Anne-Marie Cey Email: annemariecey@broadwayyxe.com

(2) Notice may be sent by registered mail or by email, and in either case shall be deemed conclusively to have been effective on the third day following the day it was sent.

No Waiver

7. The failure of the City to insist upon strict performance of this Agreement or to exercise any right or option under this Agreement shall not be construed or operate as a waiver or relinquishment for the future of any such right or option and no waiver shall be inferred from or implied by anything done or omitted by the City save only express waiver in writing. The acceptance of any fee or the performance of any obligation under this Agreement by a person other than the BID shall not be construed as an admission by the City of any right, title or interest of such person as a sub-licensee, assignee, transferee or otherwise in the place of the BID.

Non-Assignment

8. The BID shall not assign, in whole or in part, the license granted under this Agreement without the written consent of the City.

Applicable Law

9. The laws of the Province of Saskatchewan shall apply and bind the parties in any and all questions pertaining to this Agreement.

Enurement

10. This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrators and successors.



Schedule "A"



Urban Design Opportunity Response Application 2024

Applicant Information Name of Business Improvement District (BID) where the project w	ill be located:
Broadway Business Improvement Di	
Contact Name for Business or BID	Postion / Title
Anne-Marie Cey	Executive Director
Street Address (Number, Name, Suite/Unit Number)	
Unit A, 613 9th Street	
City / Province / Postal Code	
Saskatoon, SK S7H 0M4	
Proposal Information Brief description of the proposed Opportunity Response Project. Highlight 1) Project Description 2) Site / Location for the Project 3) 5) Estimated Time of Installation (Permanent / Temporary) 8) Inclu	Identify Partnerships 4) Mitigation of business operations within project vicinity ide proof of insurance with submission
Broadway. Description: The Broadway Doonway Deodr Installation aims to enhance the cultural and into words of art, the project will controuse to the vibrancy of the area, support DeSIRED OUTCOMES: Enhanced Visual Appeal: Beautify the alleyarys of Broadway by luming see Support Local Artists: Provide opportunities for local artists to showcase the	unity Fly Co. and Burning Beard), Una, Cocktail, the Broadway Theatre, and the Mail on visual appeal of Broadway Avenue. By transforming ten Broadway businesses' alley doors of local artists, and create a unique attraction for residents and visitors. ecced doors into art installations. If work, injurity engagement with public art. Promote Cultural Identity: Reflect the cultural and s.
Proposed Project Start Date	Estimated Project Completion Date
Sept 13, 2024	October 31, 2024
Funding Amount Requested:	Total Project Budget:
As part of the application submission, the applicant may be requir	
\$4,500.00	\$9,000
Signature: Anne-Marie Cey	Sept 11, 2024
FOR OFFICE USE ONLY Authorization to proceed Approved Funding (to the approved maximum upset) Ellen Wardell	If project is denied, provide a brief explanation:
Signature:	Date:
Flien Wardell	October 31, 2024

Contribution Agreement

This Agreement made effective the 1st day of November, 2024.

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 -

Saskatoon Downtown Business Improvement District, a legislated entity pursuant to the provisions of *The Cities Act*, S.S. 2002, Chapter C-11.1 (the "BID")

Background

- A. The BID proposes a series of exterior doors on private property to cover the doorways with artwork using a vinyl wrap installation at the location(s) as further described in the drawing(s) attached hereto as Schedule "A"; and
- B. The City agrees to contribute a grant to the BID to carry out the Project as further described in this Agreement.

Now, therefore the City and the BID (collectively the "Parties" and individually each a "Party") agree and covenant as follows:

Term and Termination

- 1. (1) The term of this Agreement described herein shall commence November 1, 2024, and end on October 31, 2027 (the "Term"). The BID shall be responsible for maintaining the Project during the Term.
 - (2) Subject to subsection 4(2), if the BID fails to maintain the Project to the end of the Term, the BID shall re-pay to the City that proportion of the City's financial contribution to the Project that corresponds to the proportion of time remaining in the Term.
 - (3) This Agreement shall terminate automatically and without notice upon:
 - (a) the dissolution or winding up of a Party who is a corporate body; or
 - (b) the commencement of bankruptcy proceedings in respect of a Party or the date on which a receiver, custodian, liquidator, monitor, receiver and manager or any other person with similar powers is

appointed for a Party or for any substantial part of a Party's property or any substantial part of a Party's property is seized by another person.

- (4) In the case of a breach of a term of this Agreement, the Party not in breach may terminate, at its sole option, by giving the other Party ten (10) days' written notice. If the breach is cured to the satisfaction of the non-breaching Party within the ten (10) day notice period, then this Agreement may continue in force, at the sole discretion of the non-breaching Party.
- (5) At the expiry of the Term or upon other termination of this Agreement, the City or the property owner may request the removal of the project and the BID shall be solely responsible for coordinating and covering any costs of the removal, including transportation of the Project, within 30 days of a request.

Contribution by City

- 2. (1) The City agrees to contribute to the installation costs of the Project through a payment to the BID, 50% of the total cost of the installation work or Thirteen Thousand (\$13,000.00) Dollars (which amount is inclusive of any applicable taxes), whichever is less, upon completion of the installation of the Project.
 - (2) The BID agrees that the contribution made by the City pursuant to subsection (1) constitutes valid consideration with respect to the Project under this Agreement.
 - (3) For clarity, it is also the understanding of the parties that the BID shall also make a contribution to the installation. The BID shall contribute 50% of the total cost of the Project, or the remaining balance, whichever is more, upon the completion of the Project.

Insurance

3. The BID shall be responsible for the insurance of the Project.

Maintenance and Damage to Project

4. (1) The BID shall be responsible for the cost and repair of the Project. The City shall not be required to pay for repairs of the Project.

(2) If the repair cost is greater than the value of the Project, the BID may elect to terminate this Agreement and remove the Project without any requirement to repay the City any of the City's contribution amount.

Indemnification

- 5. (1) The BID shall be solely liable for and indemnify the City against all losses, damages, claims or demands which may be incurred or made against the City and which may in any way arise out of, or be occasioned, either directly or indirectly, by the BID's use of the City's property or by the BID's actions.
 - (2) Without limiting the generality of subsection (1), the BID represents and warrants that the Project as described in this Agreement shall not infringe or induce the infringement of any third-party intellectual property rights.

Notice

6. (1) Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, by registered mail or by email, to the party to whom the notice should be given at the addresses set forth below:

To the City:

City of Saskatoon
Neighbourhood Planning
Planning and Development Division
222 3rd Avenue North
Saskatoon, SK S7K 0J5
Attention: Neighbourhood Planning Manager
Email: urbandesign@saskatoon.ca

To the Business Improvement District:

Saskatoon Downtown Business Improvement District 242 Third Ave S Saskatoon, SK S7K 1L9

Attention: Shawna Nelson

Email: shawna.nelson@dtnyxe.ca

(2) Notice may be sent by registered mail or by email, and in either case shall be deemed conclusively to have been effective on the third day following the day it was sent.

No Waiver

7. The failure of the City to insist upon strict performance of this Agreement or to exercise any right or option under this Agreement shall not be construed or operate as a waiver or relinquishment for the future of any such right or option and no waiver shall be inferred from or implied by anything done or omitted by the City save only express waiver in writing. The acceptance of any fee or the performance of any obligation under this Agreement by a person other than the BID shall not be construed as an admission by the City of any right, title or interest of such person as a sub-licensee, assignee, transferee or otherwise in the place of the BID.

Non-Assignment

8. The BID shall not assign, in whole or in part, the license granted under this Agreement without the written consent of the City.

Applicable Law

9. The laws of the Province of Saskatchewan shall apply and bind the parties in any and all questions pertaining to this Agreement.

Enurement

10. This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrators and successors.



Saskatoon Downtown Business Improvement District

Spawns Gelson

c/s