

Bylaw 12868

Being a Bylaw to Designate Hangar #14 as a Municipal Historic Resource

WHEREAS the Historical Resources Act, R.S.A. 2000, c. H-9, as amended, permits the Municipal Council of a Municipality to designate as an historic resource any building within the municipality whose preservation it considers to be in the public interest; and

WHEREAS it is deemed in the public interest to designate the building located 11410 Kingsway, known as Hangar #14 and the land on which the building is situated as a Municipal Historic Resource; and

NOW THEREFORE the Municipal Council of the City of Edmonton, having complied with the Historical Resources Act, and duly assembled, hereby enacts as follows:

1. BUILDING AND LANDS DESIGNATED AS A MUNICIPAL HISTORIC RESOURCE

The building known as Hangar #14 (as specifically described in Schedule "A") and the lands on which the building is located, being legally described as Plan 5328MC, Block 15C, Lot 1 are hereby designated as a Municipal Historic Resource.

2. PERMITTED REPAIRS AND REHABILITATION

Subject to Section 3 hereof, the building and lands hereby designated in Section 1 as a Municipal Historic Resource shall not be removed, destroyed, disturbed, altered, rehabilitated, repaired or otherwise permanently affected, other than in accordance with the terms of the General Guidelines for Rehabilitation attached as Schedule "B".

3. ADMINISTRATOR

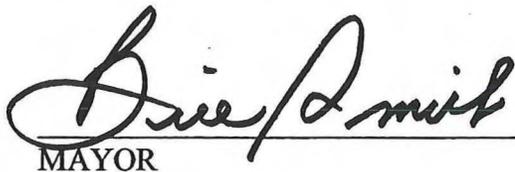
The General Manager of the Planning and Development Department is hereby appointed to administer the implementation of any matters arising from the matters set out in Schedule "B" including the execution of a Maintenance Agreement as set out in Schedule "C".

4. EFFECTIVE DATE

This Bylaw shall come into effect on the date in which this bylaw is passed by Council.

READ a first time this	31 st day of	August, A.D. 2004;
READ a second time this	31 st day of	August, A.D. 2004;
READ a third time this	31 st day of	August, A.D. 2004;
SIGNED and PASSED this	31 st day of	August, A.D. 2004.

THE CITY OF EDMONTON


MAYOR


CITY CLERK

**THE IDENTIFICATION OF REGULATED PORTIONS OF
HANGAR #14 (c.1941)**

The purpose of this Schedule is to identify by written description and photographs, those portions of the building known as Hangar #14 located at 11410 Kingsway, which shall be regulated by the "General Guidelines for Rehabilitation" (Schedule "B") and must be preserved ('the Regulated Portion").

The Regulated Portion of the building includes the historic exterior of the north, south, east and west facades and the internal roof support system. This includes the cedar shingles façades, all entrances and windows as described below under each façade section. These features of the building shall be rehabilitated in accordance with the "Rehabilitation Proposal" which is part of Schedule "B".

Non-regulated portions of the building, being all other portions of the building not specifically identified as a Regulated Portion, may be rehabilitated, altered, repaired or otherwise permanently affected in any manner provided that such rehabilitation, alteration or repair does not impact on the regulated historic features of the building. Any development or alterations considered to be non-regulated portions of the Municipal Resource however must meet the Guidelines for the Rehabilitation of Designated Historic Resources. Any development of any portion of the Land shall be undertaken in a manner that is sympathetic to the historic facades of Hangar #14.

The following architectural elements must be retained:

SOUTH FACADE (Kingsway)

- The original 1941 south facade (photo #1);
- Original sliding steel section Hanger doors on the western half of the frontage with all glazing (3 x 4 or 12 panes) on each door panel;
- Wood shingle siding. (photo # 6);
- Central timber column with shingle siding;
- Door Openings within hanger door panels; and
- Lean-to side elevations with single door and window.

EAST FACADE

- The original 1941 east facade (photo #2);
- Seventeen (17) upper floor large rectangular 36 pane windows (6 X 6) broken into 4 quadrants;
- Lean-to additions running the length of the east façade with 4 doors and 32 single hung 6 pane over 6 pane windows;
- Cedar shingle siding on all elevations; and
- Off centre 2-storey vehicle entrance with rolling door, and 2 storey rectangular addition.

NORTH FACADE (Rear)

- The original 1941 north façade (photo #3);
- Original sliding steel section Hanger doors on the western half of the frontage with all glazing (3 x 4 or 12 panes) on each door panel;
- Wood shingle siding;
- Central timber column with shingle siding;
- Door Openings within hanger door panels; and
- Lean-tos side elevations with single door and window.

WEST FACADE

- The original 1941 west façade (photo #4);
- Eighteen (18) upper floor large rectangular 36 pane windows (6 X 6) broken into 4 quadrants;
- Lean-tos additions running the length of the east façade with 5 doors and 27 single hung 6 pane over 6 pane windows;
- Cedar shingle siding on all elevations; and
- Central one and a half storey addition with smaller garage doors.

INTERNAL ELEMENTS

- The double warren truss system and its supporting elements. (photo #5, 7, 8).

PHOTOGRAPHIC DETAILS

Photo #1 – South Elevation



Photo #2 – East Elevation



Photo #3 – North Elevation



Photo #4 – West Elevation



Photo #5 – Double Warren Truss details

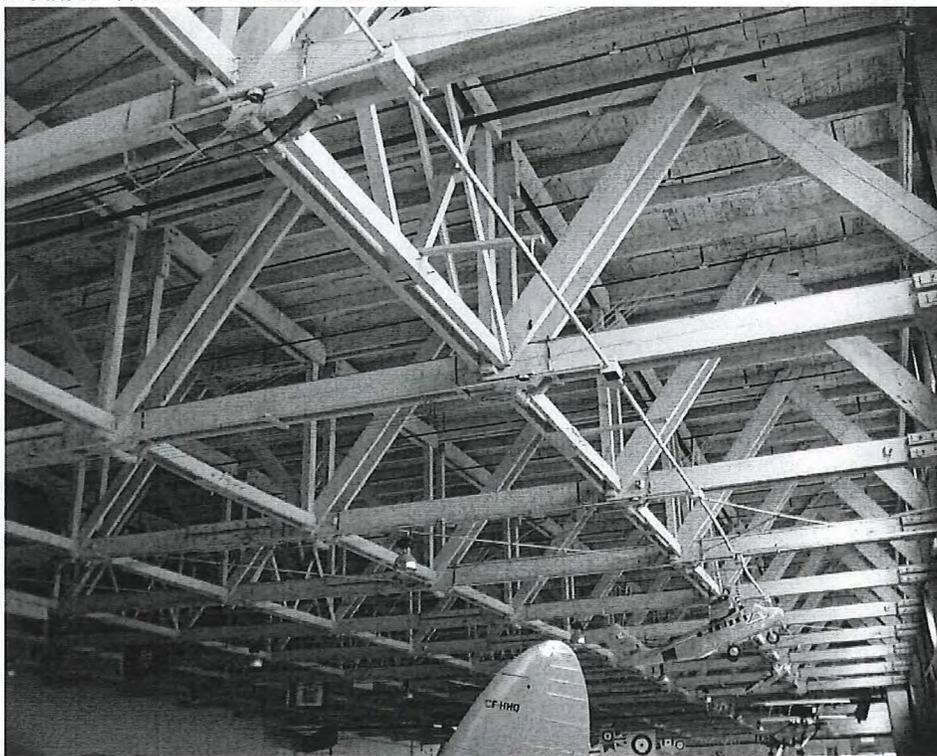


Photo #6 – Exterior siding details

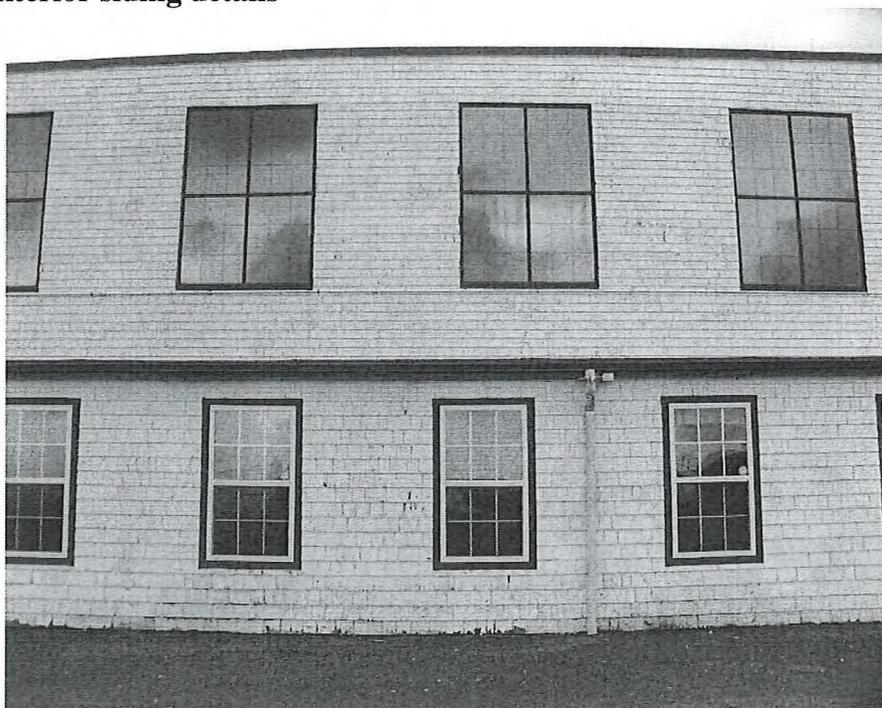


Photo # 7 – Interior shot

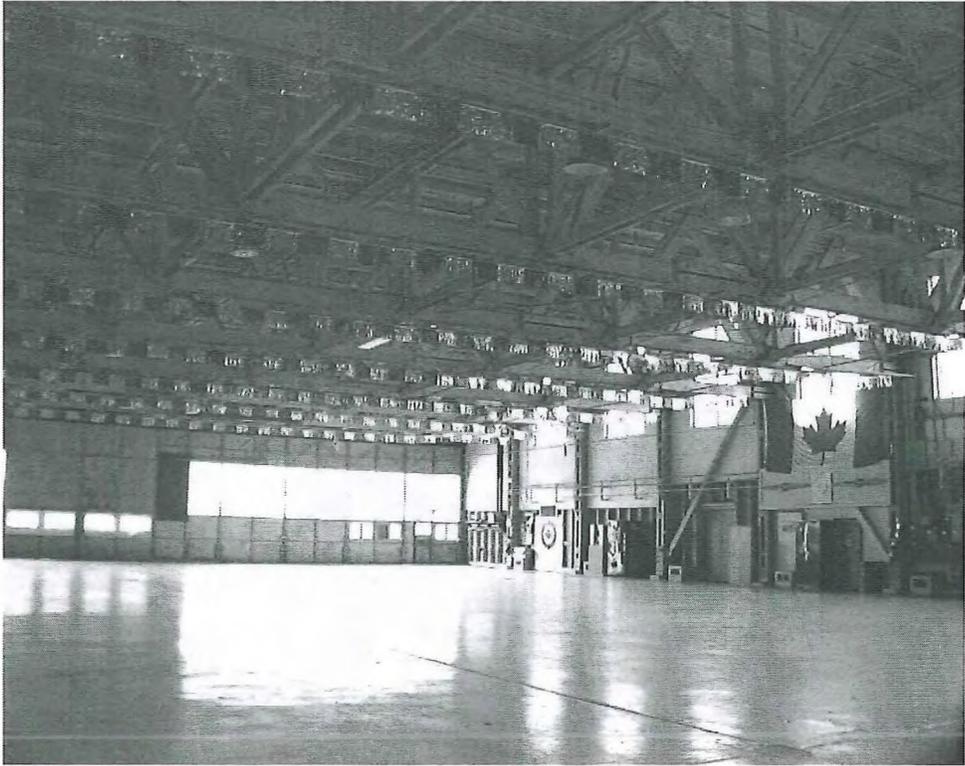
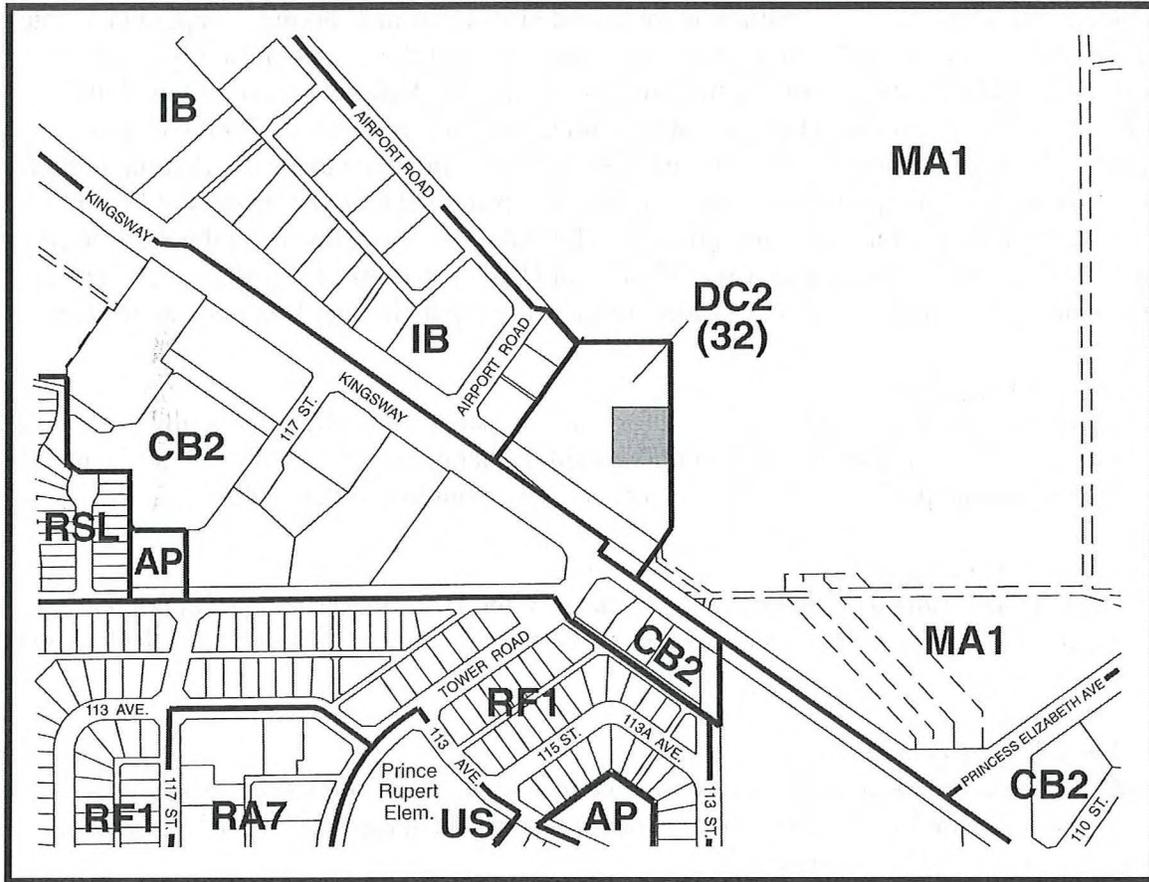


Photo #8 – Central support Column



LOCATION PLAN



LOCATION OF HANGAR 14 11410 - Kingsway Avenue

Plan 5328MC

Block No. 15C

Lot No. 1



Site Location

PLANNING AND DEVELOPMENT DEPARTMENT

GENERAL GUIDELINES FOR REHABILITATION

The General Guidelines for Rehabilitation are intended to assist in applying accepted principles and practices to the conservation of historic resources. One of the most commonly used standards are the U.S. Secretary of the Interior's Standards for Rehabilitation, of which these guidelines are derived. In a manner consistent with accepted practice, City Policy C-450A requires that the standards be used in conjunction with the guidelines to ensure that the basis for a clear and consistent interpretation of the guidelines is provided to assist owners of historic resources throughout the rehabilitation process. The following guidelines and the referenced standards shall apply to Hangar #14 (the "Municipal Historic Resource") and any rehabilitation or maintenance work undertaken with respect to the Municipal Historic Resource at any time.

1. **Compatible Uses**

Wherever possible, the uses proposed for a Municipal Historic Resource shall be compatible with the existing building such that only minimal changes are required to the building. The use of a Municipal Historic Resource for its original purpose is desirable.

2. **Original Character**

The original distinctive qualities and character of the Historic Resource shall not be destroyed. The removal or alteration of any historical materials or features shall be avoided whenever possible.

3. **The Historic Period**

The Municipal Historic Resource should be recognized as a product of its own time. Alterations which are not based on historical fact or which recreate an earlier or a later appearance shall be discouraged.

4. **Witness to Change**

Changes to the Municipal Historic Resource may have occurred over time. These alterations are evidence of the history and development of the building. Because this evolution may have acquired a significance in its own right, alterations to the original building should be recognized and respected where indicated.

5. **Style and Craftsmanship**

Distinctive stylistic features and examples of skilled craftsmanship of the Historic Resource shall be preserved and treated sensitively.

6. **Repair and Replacement**

Deteriorated architectural features shall be repaired rather than replaced whenever possible. Where replacement is necessary, the new material should match the original as to material composition, colour, texture, design, etc. The repair or replacement of architectural features shall be based on a sound knowledge of the original characteristics of the feature. Such knowledge shall be based on historical or pictorial evidence and not upon conjecture.

7. **Cleaning**

In all cases, surface cleaning shall be undertaken with the gentlest means available. Sandblasting and other cleaning methods that damage historic buildings shall not be undertaken without thorough testing prior to use on a building. Sandblasting is NOT recommended on brick, stone or wood. In all instances, it should be ascertained that a building exterior is really in need of cleaning prior to undertaking the work.

8. **Reversibility of Intervention**

When the introduction of new elements or materials are necessary to stabilise or preserve the historic resource, alterations shall be undertaken such that the new materials, should they fail, may be removed at a later date without damage to the original fabric of the Historic Resource. Where this is not possible (i.e. use of epoxy or other permanent interventions) only those methods and materials which have been thoroughly tested and found satisfactory in situ, shall be used.

9. **Recording**

Prior to undertaking any alterations, particularly in cases where alterations may threaten the building fabric (underpinning, moving structures), the applicant/owner shall provide notice to the City Planning Department's Heritage Program to enable measures to be taken to provide a complete and accurate record of the architectural features of the Historic Resource. Measured drawings and photographs of details may prove invaluable if major features are damaged or lost during the subsequent repair work. Any historic resource, which is the subject of an application to unsympathetically alter or demolish such resource, shall be professionally recorded.

10. **Original Construction Details**

In some historic structures, poor construction details or inappropriate materials resulted in rapid deterioration of certain building elements. In these instances, accurate reconstruction of the original detail will inevitably result in the failure of the element. Therefore, reconstruction should be undertaken in such a fashion as to duplicate the original appearance as closely as possible while using details based on sound construction practice.

11. Codes

At no time should the life and safety of occupants of a Municipal Historic Resource be deemed of lesser importance than the preservation of the original fabric of the Municipal Historic Resource. The required life and safety standards are those required by the current Alberta Building Code. However, notwithstanding these Code requirements, where the essential character of the structure is threatened by changes for Code reasons, every effort shall be made to achieve an equivalent safety standard by alternate means so as to minimise the impact on the historic fabric.

12. Rehabilitation

Prior to undertaking any rehabilitation work, the scope of work and a schedule of alterations should be prepared. This schedule should include phasing of alterations where necessary due to program or budget restrictions. The type and timing of both short and long term maintenance work shall also be included.

13. Signs

As a general rule signs should be limited to signs which were originally present on the building. In instances where new uses or interpretive functions dictate the use of additional signs, these new elements should be integrated into the general design of the project. The size, typeface, graphics, and materials should be chosen to suit the period of the Municipal Historic Resource wherever possible. Avoid installing new signs such that the repair, replacement or removal of the signs damages the original fabric of the structure.

14. Alterations and Additions to Historic Resources

Contemporary design for alterations and additions to existing historic resources shall not be discouraged when such alterations and additions do not diminish the overall historic character of the resource and such design is compatible with the size, scale, colour, material and character of the resource, neighbourhood or environment.

SCHEDULE "C"

THIS MAINTENANCE AGREEMENT

Made this 23 day of September 2004.

BETWEEN:

THE CITY OF EDMONTON
(the "Owner")

OF THE FIRST PART,

-and-

THE CITY OF EDMONTON
(the "City")

OF THE SECOND PART.

WHEREAS:

1. The Owner is the registered owner of land municipally described as 11410 Kingsway, Edmonton, and legally described as Plan 5328MC, Block 15C, Lot 1 ("the Lands"), together with all improvements thereon, including, without limitation, the building located thereon known as Hangar #14 (the "Building").
2. On May 25 2004, City Council authorized the service of a Notice of Intention to Designate the Lands and Building as a Municipal Historic Resource in accordance *Historical Resources Act*, R.S.A. 2000, c. H-9, as amended ("the Act").

THEREFORE the parties agree as follows:

1. **CONDITION PRECEDENT**

- 1.1. This Agreement is conditional upon Council passing a bylaw to designate the Lands and Building a Municipal Historic Resource (the "Designating Bylaw") by September 21 2004 or such later date as the parties may agree to in writing. If the Designating Bylaw is not passed by September 21 2004, and the parties have not agreed to extend the time for satisfaction of the condition precedent, this Agreement shall be of no force and effect.

2. **OWNER'S WAIVER OF RIGHTS**

- 2.1. The Owner hereby waives any rights to claim compensation or additional or alternative compensation for any cause, whether arising in common law, equity or by statute, because of the City's designation of the Lands and Building as a Municipal Historic Resource or the City's issuance of the Notice of Intention to Designate.

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FILE NO. 55781

- 2.2. The Owner waives any right the owner may have to dispute the sufficiency of the Notice of Intention to Designate.

3. MAINTENANCE

- 3.1. In January of the fifth (5th) year after the issuance of the Designation Bylaw and every five years after that, the City and the Owner shall select a qualified person to conduct an inspection of the Building's exterior, including all regulated portions of the Building (the "Inspector").
- 3.2. Within sixty (60) days of his appointment the Inspector shall prepare a written report setting out recommendations for remedial or maintenance work on the Building (the "remedial Work") including a proposed schedule for the work and suggestions as to methods and materials to be used.
- 3.3. The Owner and the City shall meet within fourteen (14) days of the receipt of the Inspectors report and establish the remedial work that shall be carried out, the timing for the completion of such remedial work and the manner in which such remedial work shall be undertaken (the "Remedial Work Plan").
- 3.4. The Owner shall promptly comply with the Remedial Work Plan and notify the City on completion.
- 3.5. On receipt of notice that the Remedial Work is completed the City may inspect and identify any deficiencies in writing to the owner. The Owner shall correct the deficiencies or and provide the City notice that such remedies have been carried out. The City may then perform a further inspection.
- 3.6. If at any time the Owner or the City becomes aware of any disrepair that may endanger the Building, the Owner and the City shall meet and the owner shall propose a plan for repairs.
- 3.7. In addition to inspections pursuant to the Remedial Work Plan, the City may on reasonable notice to the Owner and no more than four (4) times a year, inspect the Building at the City's own expense.
- 3.8. The Owner shall be solely responsible for ensuring the Building and the Lands and any improvements thereto comply with all federal, provincial and municipal laws, regulations and guidelines. The Owner acknowledges that nothing in this agreement shall be construed as an obligation on or duty of the City to ensure compliance with the contents of this provision or advise the Owner of shortfalls or deficiencies in the Owner's compliance with this provision.

- 3.9. If the Owner fails to perform any obligation required by this agreement, the City may, on ten (10) days notice to the Owner, perform such obligations on behalf of the Owner. Such performance shall in no way relieve the owner of its obligations to the City under this agreement.
- 3.10. The Owner shall pay to the City the reasonable costs incurred by the City if the City should exercise its rights under section 3.9 of this Agreement, plus a sum equivalent to fifteen (15%) percent of such costs to recoup the City's administrative expenses, within thirty (30) days of receiving an invoice for such costs from the City, failing which such amount payable shall be a charge on the Lands and the City may register its interests accordingly.
- 3.11. The rights of the City under this Article 3 shall be in addition to any other rights of the City may have against the Owner under this Agreement or at law.
- 3.12. Pursuant to and in accordance with section 29 of the Act this Agreement shall be registered on title to the Lands and the conditions and covenants herein shall run with the Lands and shall bind the owner and subsequent owners and successors in title to the owner.

4. REZONING

- 4.1. Within one (1) year of the execution of this Agreement, the owner shall apply to the City to have the Lands re-zoned to DC1 (Direct Development Control Provision) if they have not already done so. Nothing in this Agreement fetters City Council's discretion to approve or reject the Owners re-zoning application.

5. PLAQUES

- 5.1. The Owner shall permit the placement of two plaques in a visible location on or in proximity to the Building upon, or anytime after, the passing of the Designating Bylaw. One plaque shall be created and installed by the City at the City's sole expense to a design and specification solely within the City's discretion identifying the Building and the Land as a Municipal Historic Resource. A second plaque shall be created and installed by the Edmonton Historical Board as an interpretative plaque, to a design and specification solely within the Board's discretion. The location of the City's and the Board's plaques shall be mutually agreed to by the Owner and the City, both parties acting reasonably. For greater clarity, the City or the Board shall have no obligation to create and install such plaques, and the decision to do so shall be solely within each of the City's and the Board's discretion. The Owner shall not and shall not permit or cause the removal, disturbance or obscuring of such plaques.

6. DISPUTE RESOLUTION

- 6.1. If a dispute arises between the City and the Owner as to the proper interpretation or effect of any of the terms or conditions of this Agreement, such dispute shall be resolved in accordance with the following procedure:
- 6.1.1. The party requesting that the matter in dispute be resolved in accordance with the provisions of this Dispute Resolution Article (the "Disputing Party") shall notify the other party (the "Defending Party") in writing of the details of the nature and extent of the dispute (the "Arbitration Notice").
 - 6.1.2. Within seven (7) days of the receipt of the Arbitration Notice, the Defending Party shall by written notice advise the Disputing Party that it disputes all matters referred to in the Arbitration Notice except those for which the Defending Party admits responsibility and proposes to take remedial action.
 - 6.1.3. The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the Defending Party has not admitted or proposes to take remedial action.
 - 6.1.4. The City and the Owner shall within ten (10) days after the date of receipt by the Disputing Party of the Defending Party's notice, appoint an arbitrator who shall be acceptable to both parties (the "Arbitrator"). In the event that the parties shall fail to appoint the Arbitrator, then either party may, on written notice to the other, apply to the President of the Alberta Arbitration and Mediation Society to name the Arbitrator.
 - 6.1.5. Not later than twenty (20) days after the appointment of the Arbitrator, the Arbitrator shall make his written decision, and shall give it to the parties immediately.
 - 6.1.6. Unless the Arbitrator orders otherwise, the City and the Owner shall equally bear the costs of the arbitration.
 - 6.1.7. The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.
 - 6.1.8. Except as modified by this Agreement, the provisions of the Arbitration Act R.S.A. 2000 c. A-43, as amended, shall apply.

7. NOTICE

- 7.1. Any notice given pursuant to the terms of this Agreement shall be sufficiently given:
- 7.1.1. in case of notice to the City, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

General Manager, Planning and Development Department

5th Floor
10250 - 101 Street NW
Edmonton, AB T5J 3P4

and also to:

Corporate Services Department, Law Branch

9th Floor Chancery Hall
#3 Sir Winston Churchill Square
Edmonton, AB T5J 2C3

- 7.1.2. in case of notice to the Owner, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

General Manager, Asset Management & Public Works

3rd Floor Century Place
9803 - 102A Avenue
Edmonton, Alberta T5J 3A3

- 7.2. Notice given as aforesaid, if posted, other than during an actual or threatened postal disruption, shall conclusively be deemed to have been given on the fifth (5th) business day following the date on which the notice is mailed. Any notice personally delivered or sent by telecopier or other form of facsimile transmission shall be deemed to have been given on the date of actual delivery.
- 7.3. Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and, from and after giving of such notice, the address therein specified shall be deemed to be the address of the party for the giving of notice hereunder.

8. GENERAL PROVISIONS

- 8.1. The parties shall execute and deliver to the other all such further assurances and documents which may reasonably be deemed necessary by the solicitors for either of them to give full force and effect to the Agreement. The Agreement is not intended to nullify, replace, circumvent, extend or modify any existing statutes, bylaws or permit conditions, which govern development or construction within the City.
- 8.2. If any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement shall be given full force and effect.
- 8.3. The Designation Bylaw shall be registered on title to the Land by the City pursuant to subsections 26(3) and 26(4) of the Act. Notwithstanding any other

provisions of this Agreement, the Owner shall use reasonable efforts to ensure that the Designating Bylaw is given priority to any security interest on the title to the Land.

8.4. No amendments to this Agreement are valid unless they are in writing and signed by both parties to this Agreement.

8.5. Time is of the essence in this Agreement.

8.6. Everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their administrators, successors and assigns respectively.

IN WITNESS WHEREOF the parties have signed this Agreement on the day and year first above written.

A P P R O V E D

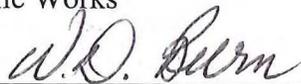
As to Form 
Corporate Services Department, Law Branch

As to Content 
Head of Department

THE CITY OF EDMONTON
as represented by the General
Manager of the Planning and
Development Department



THE CITY OF EDMONTON, as
owner, as represented by the General
Manager of Asset Management &
Public Works

Per: 
Bill Burn