

THE CITY OF EDMONTON

BYLAW 21016

**BYLAW TO DESIGNATE THE SOUTH SIDE MARKET 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 any Historic Resource within the municipality whose preservation it considers to be in the public interest together with any specified land in or on which it is located, as a Municipal Historic Resource; and

WHEREAS it is deemed in the public interest to designate the building municipally located at 10335 - 83 Avenue NW, known as the South Side Market and the Land on which the building is located 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 LAND DESIGNATED AS A MUNICIPAL HISTORIC RESOURCE

The building known as the South Side Market (the "Building"), more specifically described in Schedule "A" of this Bylaw "The Identification of Regulated Portions of the Municipal Historic Resource" and the land on which the Building is located and legally described as:

PLAN I
BLOCK 68
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN I
BLOCK 68
LOT 18

(the "Land")

are hereby designated as a Municipal Historic Resource.

2. PERMITTED REPAIRS AND REHABILITATION

Subject to Section 3 hereof, the Building and Land shall not be removed, destroyed, disturbed, altered, rehabilitated, repaired or otherwise permanently affected, other than in accordance with the terms of Schedules "A" of this Bylaw, and Schedule "B" of this Bylaw, the "Maintenance Agreement" and all Schedules attached to the Maintenance Agreement, specifically including, Schedule "A" "General Guidelines for Rehabilitation" all of which form part of this Bylaw.

3. ADMINISTRATOR

The City Manager is hereby appointed to administer the implementation of any matters arising from the matters set out in this Bylaw, and the Schedules attached hereto which form part of this Bylaw, including, without limitation, the execution of a Maintenance Agreement as set out in Schedule "B".

4. EFFECTIVE DATE

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

READ a first time this	4th	day of	February	2025;
READ a second time this	4th	day of	February	2025;
READ a third time this	4th	day of	February	2025;
SIGNED AND PASSED this	4th	day of	February	2025.

THE CITY OF EDMONTON

A. Sahi
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MAYOR

Queen Elizabeth
.....

CITY CLERK

SCHEDULE "A" to BYLAW 21016

THE IDENTIFICATION OF REGULATED PORTIONS OF THE MUNICIPAL HISTORIC RESOURCE

The purpose of this Schedule is to identify by written description and photographs, those portions of the Building known as the South Side Market, which shall be regulated by the "General Guidelines for Rehabilitation", Schedule "A" to the Maintenance Agreement and must be preserved ("the Regulated Portion").

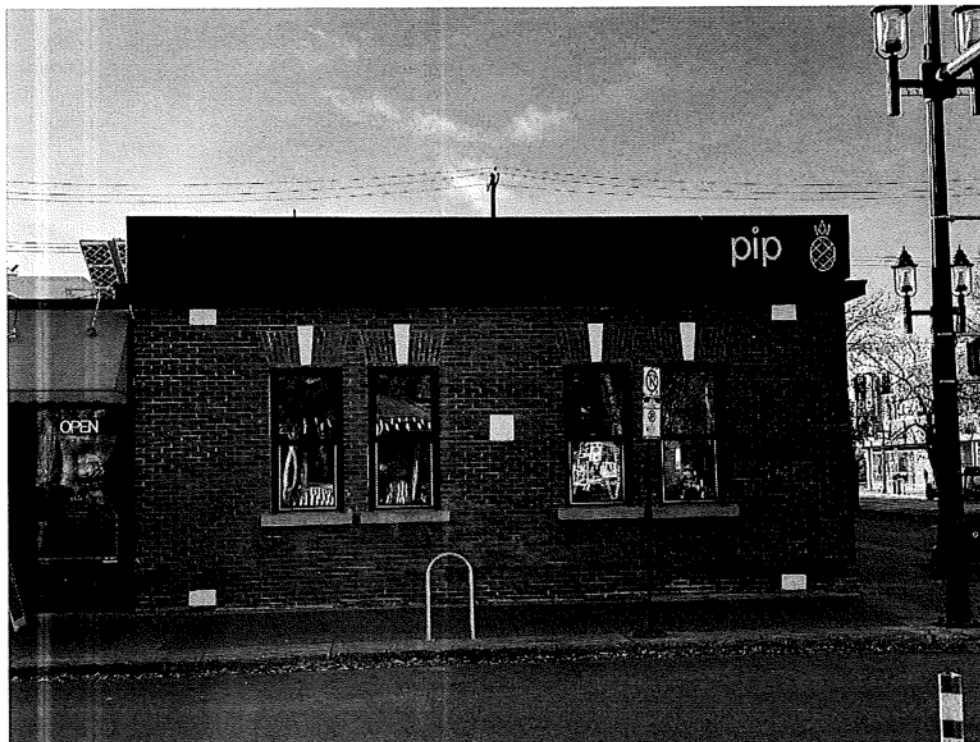
The Regulated Portions of the Building include the west and north elevations and roof of the 1923 Building. This includes the style, form, scale, massing and materials of the South Side Market as described below. These features of the Building shall be maintained in accordance with the Maintenance Agreement.

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 the non-regulated portions of the Municipal Historic Resource, however, must meet the General Guidelines for Rehabilitation of Designated Historic Resources as identified in the "*Standards and Guidelines for the Conservation of Historic Places in Canada.*" Any development of any portion of the Land shall be undertaken in a manner that is sympathetic to the historic elevations of the South Side Market. New development should also make reference to this resource's Statement of Significance as identified on the Alberta Register.

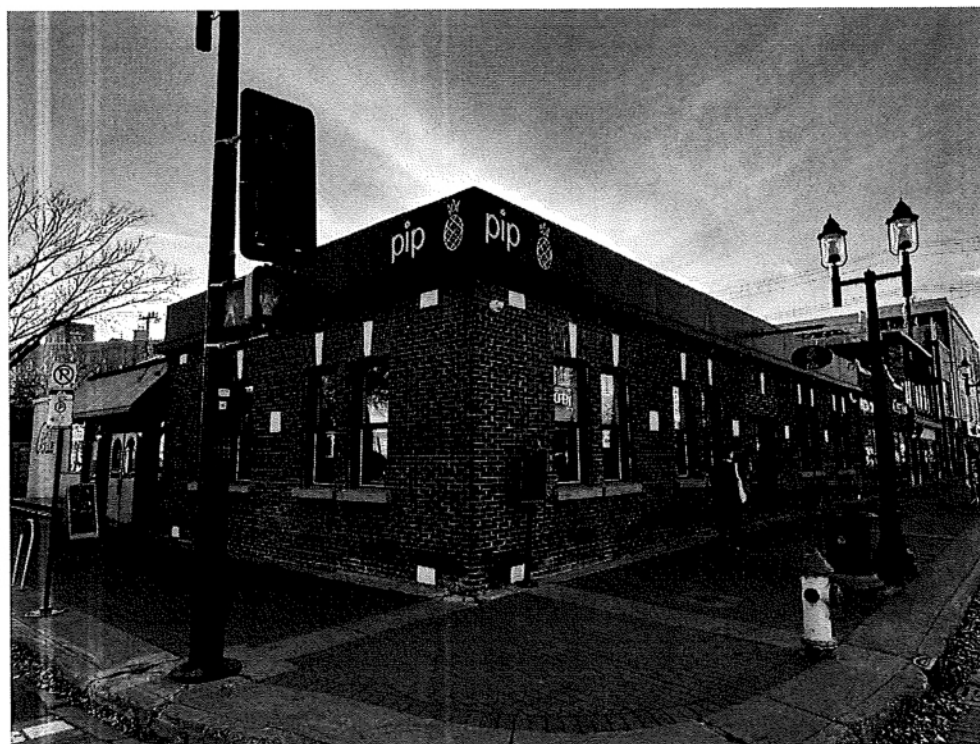
Key character-defining elements of the South Side Market, limited to the west and the north elevations of the building, include:

- Form, scale, and massing of the one-storey structure
- Original stretcher bond masonry
- Flat roof
- Modest horizontal banding between the roofline and the windows
- Plain concrete lug window sills
- Narrow 3 by 3 windows
- Flat voussoirs with a central keystone above the windows
- Decorative white inlays between the windows and near the four corners of the west and north elevations

Photographic Details



View of front (north) elevation, looking south from 83 Avenue NW.



View of front (north) and side (west) elevations, looking southeast from the intersection of Calgary Trail NW and 83 Avenue NW.



View of side (west) elevation, looking east from Calgary Trail NW.

SCHEDULE "B" to BYLAW 21016
MAINTENANCE AGREEMENT

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the parties agree as follows:

1. CONDITION PRECEDENT:

- 1.1. This Agreement is conditional upon Council passing the Designating Bylaw to designate the Land and the Building a Municipal Historic Resource by February 4, 2025, or such later date as the parties may agree to in writing. If the Designating Bylaw is not passed by February 4, 2025, 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. DEFINITIONS:

In this Agreement:

- 2.1. "Act" means the *Historical Resources Act*, R.S.A. 2000, c. H-9.
- 2.2. "Building" means the South Side Market.
- 2.3. "Council" means the municipal council of the City of Edmonton.
- 2.4. "Designating Bylaw" means a Bylaw passed by Council under the authority of Section 26 of the Act relating to the Land and Building.
- 2.5. "General Guidelines for Rehabilitation" means the City guidelines contained in Schedule "A" of this Agreement.
- 2.6. "Owner" includes the current Owner and all future registered owners of the Land at the North Alberta Land Registration District.
- 2.7. "Remedial Work Plan" means a written plan created by the City that outlines 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.

3. SCHEDULES

- 3.1. The following Schedules form part of this Agreement:
- 3.1.1. Schedule "A" – General Guidelines for Rehabilitation

4. OWNER'S WAIVER OF RIGHTS:

- 4.1. The Owner and successors hereby expressly agree to waive all rights to claim additional or alternative compensation beyond the \$10 committed to in this Agreement for any cause, whether arising in common law, equity, or by statute, because of the City's designation of the Land and Building as a Municipal Historic Resource pursuant to the Act, or the City's issuance of the Notice of Intention to Designate.

- 4.2. The Owner acknowledges that by signing this Agreement, they have received a valid Notice of Intention to Designate.

5. REGISTRATION OF THE BYLAW AND AGREEMENT

- 5.1. Pursuant to and in accordance with Section 26 of the Act, the Designation Bylaw shall be registered on title to the Land by the City.
- 5.2. Pursuant to and in accordance with Section 29 of the Act, this Agreement may be registered on title to the Land by the City, and the conditions and covenants herein shall run with the Land and shall bind the Owner and subsequent owners and successors in title to the Owner.

6. PAYMENT:

- 6.1. The Owner has agreed to the municipal designation of the property as a condition of the purchase of the property from the City, and with the aim of conserving historically significant properties, and the City shall not be liable to pay the Owner more than the amount of TEN DOLLARS (\$10.00).

7. MAINTENANCE:

- 7.1. The Owner shall at all times maintain the Land and Building and regulated portions thereof in accordance with the Designating Bylaw and this Agreement.
- 7.2. The City may, at its sole and unfettered discretion, conduct an inspection of the Building and Land.
- 7.3. The Owner shall permit the City, or its designate, to conduct any such inspection as the City deems necessary.
- 7.4. Following an inspection, the City may prepare a written notice identifying options for required remedial or maintenance work on the Building, including a proposed schedule for the work and suggestions as to methods and materials to be used.
- 7.5. The Owner shall meet with the City within thirty (30) days of receipt of the written notice as described in Article 7.4 and shall establish a Remedial Work Plan in accordance with the written notice. The Remedial Work Plan shall be reviewed and must be approved by the City, at its sole and unfettered discretion.
- 7.6. The Remedial Work Plan shall contain a completion date, as determined by the City, acting reasonably.
- 7.7. The Owner shall promptly carry out the Remedial Work Plan at its own expense and notify the City of completion.
- 7.8. On receipt of notice that the Remedial Work Plan has been completed, the City may inspect and identify any deficiencies to the Owner. The Owner shall correct the deficiencies and provide the City with notice that such corrective action has been carried out, and the City may, at its discretion, then re-inspect.

- 7.9. Upon satisfactory completion of the Remedial Work Plan, the City may provide the Owner with written confirmation that the Remedial Work Plan has been completed.
- 7.10. Notwithstanding any other provision of this Agreement, if at any time the Owner or the City become aware of any disrepair that, in the opinion of the City may endanger the Building, the Owner and the City shall, within thirty (30) days meet and prepare a Remedial Work Plan in accordance with this Article 7.
- 7.11. If the Owner fails to perform any obligation in this Agreement, the City may give notice of the breach to the Owner. In the case of a breach pursuant to this Article 7, or at the expiration of twenty-one (21) days after service of the notice in the case of any other breach pursuant to this Agreement, the City may, without any further notice to the Owner, take any and all steps that the City may in its absolute and uncontrolled discretion deem necessary to remedy the Owner's breach or failure to perform.
- 7.11.1. Any monies expended by the City in remedying the breach, together with a surcharge of fifteen percent (15%), shall be paid by the Owner to the City, and until such payment shall, together with interest thereon at the rate of one percent (1%) per annum above the prime rate, be a debt owing by the Owner to the City.
- 7.11.2. This amount shall be recoverable by the City from the Owner within thirty (30) days of the Owner receiving a written demand and summary of costs from the City, failing which, such amount owing shall be a charge on the Land and the City is at liberty to register such charge on title to the Land.
- 7.12. The Owner hereby agrees to cooperate with the City and allows the City such necessary access to the Building and the Land as is required for the City to fulfill the requirements of this Article 7.
- 7.13. The rights of the City under this section shall be in addition to, and not substitution of, any other rights of the City against the Owner whether by way of damages for breach of covenant or otherwise.

8. INSTALLATION OF PLAQUES:

- 8.1. The Owner shall permit the placement of two (2) plaques in a visible location on or in proximity to the Building upon, or anytime after, the passing of the Designating Bylaw as follows:
- 8.1.1. The City shall, at its sole expense and discretion, create and install one plaque identifying the Building and the Land as a Municipal Historic Resource.
- 8.1.2. The Edmonton Historical Board may, at its sole expense and discretion, create and install a second plaque as an interpretative plaque.
- 8.2. The location of the City's and the Edmonton Historical Board's plaques shall be mutually agreed to by the Owner and the City, both parties acting reasonably.
- 8.3. The Owner shall not permit or cause the damage, destruction, removal, disturbance or obscuring of such plaques.

