



CITY OF PRINCE ALBERT

CITY COUNCIL SPECIAL MEETING

AGENDA

**MONDAY, JANUARY 9, 2023, 3:45 PM
COUNCIL CHAMBER, CITY HALL**

- 1. CALL TO ORDER**
- 2. PRAYER**
- 3. APPROVAL OF AGENDA**
- 4. DECLARATION OF CONFLICT OF INTEREST**
- 5. REPORTS OF ADMINISTRATION & COMMITTEES**
 - 5.1 First Nations University - Land Transfer (RPT 23-1)
- 6. UNFINISHED BUSINESS**
- 7. ADJOURNMENT**



RPT 23-1

TITLE: First Nations University - Land Transfer

DATE: January 4, 2023

TITLE: City Council – Special

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Letter of Intent received from First Nations University of Canada to purchase a 5 acre portion of the lands immediately Southwest and adjacent to 10th Ave West and 28th Street West for a nominal cost of \$1.00, for the purpose of constructing a new northern campus be approved in principle, subject to the City Solicitor reviewing and making revisions to the Letter of Intent as necessary; and,
2. That the Mayor and City Clerk are authorized to execute on behalf of the City, in a form finalized and recommended in consultation with the City Solicitor, a Letter of Intent with First Nations University of Canada in regard to the sale of City land at a nominal price for the development of a new campus.

TOPIC & PURPOSE:

To approve a letter of intent from the First Nations University of Canada to purchase 5 acres of Property from the City with the intent to construct a new Northern Campus.

BACKGROUND:

The First Nations University of Canada (FNUniv) is Canada’s only national Indigenous-owned post-secondary institution with Campuses in Regina, Saskatoon, Prince Albert and a Traditional Campus located 30 minutes outside Prince Albert. Their Prince Albert/Northern Campus provides accessible programming to meet the needs of Indigenous and non-Indigenous students, communities and the broader northern Saskatchewan public. In this time of truth and reconciliation, FNUniv provides community programming that aspires to have transformative impact by bridging ceremonies, languages and traditions within the delivery of high-quality post-secondary education. The Northern Campus is FNUniv’s fastest growing campus and provides programming in Indigenous Health, Indigenous Social Work, Indigenous Education, Indigenous Languages, Indigenous Studies and Indigenous Business.

In 2021, Prince Albert City Council approved a similar request to sell 5 acres of land immediately East of Sk. Polytech in order to obtain funding from Infrastructure Canada's Green and Inclusive Community Buildings (GICB) fund. Ultimately, FNU was unsuccessful in their original application.

FNU is now putting together a similar application package, but at an alternate location.

PROPOSED APPROACH AND RATIONALE:

FNU has provided the Director of Planning and Development Services with the following information:

FNU is taking steps to relocate their Northern Campus from its present downtown leased space (1301 Central Avenue) to a permanent new campus on five acres of land located West of the intersection of 10th Ave West and 28th Street West, South of the Alfred Jenkins Field House. The University will be submitting an application for a new build to Infrastructure Canada's "Green and Inclusive Community Buildings (GICB) fund" in February 2022. With this new build, FNU hopes to build a learning environment that better serves the institution's purpose, strategic plan, student needs and the role of Elders and Knowledge Keepers in the University's programming.

The building concept is comprised of a mix of Learning spaces and Classrooms, Teaching Labs, Library, Audio Visual Studio, Indigenous Health Clinical Learning Space, Assembly/Exhibition space, Lounges, Student Services, Indigenous Fine Art Studio, Childcare, Elders & Knowledge Keepers spaces, Ceremonial space, and administrative and support spaces.

The proposed project consists of a 2 story ~40,000 sf academic building designed to the CaGBC's Zero Carbon Building Design Standard v2, complete with a plan to transition to onsite renewable energy in the future and to be Passive House Certified. The site will include surface parking for 95 automobiles, a formal entrance plaza, outdoor learning plaza space and planning for a future walk to connect future buildings at the campus. Designed to Passive House Certification, the building will inherently provide resilience to extreme changes in climate, power outages, etc. by significantly lowering energy demand to avoid emissions through compact form, simplified geometry, increased air tightness, and thermal bridge free design, employing passive approaches to harness solar energy in the winter while blocking the heat from entering the building in the summer, and greatly reducing and simplifying active systems. Further, to reduce embodied carbon, the building will employ Mass Timber construction.

This project will benefit both Indigenous and non-Indigenous peoples, communities and businesses in northern Saskatchewan. It will support increasing recruitment and retention efforts and expanding programming to better serve northern students with the job-oriented education they need to pursue successful careers. It will provide students with a better and more comfortable learning environment, access to more public spaces, library, elder services and other student supports that more effectively attract students to attend, stay and succeed in post-secondary education. FNU is the biggest post-secondary presence focused on Indigenous learning in the north – with an increasing young Indigenous student population from this area, this provides them an opportunity to attend learning in a place close to home. It will also result in the educated workforce that northern businesses need to grow and succeed.

As this project is contingent on Federal Funding, a proposed schedule has not yet been Submitted, however please note that this information will be provided as soon as it is made available.

A project proposal has also been provided (attached) which outlines details of the project, background information, details of project need, a northern campus renewal plan, a Prince Albert valuation proposition including benefits to the community, and finally additional site details and rationale for a land contribution at a nominal value.

As per the proposal, some key benefits to the City of Prince Albert are as follows:

- Addresses TRC calls to action (#11, #16, #43, #44 & #92) and the United Nations Declarations on the Rights of Indigenous Peoples (UNDRIP).
- Alignment with the City of Prince Albert Cultural Plan
- Enhanced access to community and cultural space
- Growing access to post-secondary programming
- Economic Impact benefits such as:
 - o Gross Domestic Product (GDP) impacts of \$15.9M
 - o Employment impacts of 178 jobs annually, including 85 campus operations impacts and other indirect and induced jobs in Prince Albert
 - o Labour income of \$10.1M for the community
 - o Incremental addition of another \$9.4M to Prince Albert's GDP annually
 - o Incremental addition of another 105 direct, indirect and induced jobs in the community
 - o Incremental addition of another \$6.0M in labour income for the community annually
 - o Construction value of over \$34 million dollars

To reflect the details as described in the project proposal along with several conditions of approval requested by the City, a "letter of intent" has also been provided which speaks to terms and conditions which must be met in order for this project to proceed. This letter of intent is in DRAFT format and is subject to further revisions by the City Solicitor. As per the LOI, some key items to consider are as follows:

- Development of 28th Street East including surface and underground infrastructure will be the responsibility of FNU. A detailed estimate of this cost will need to be completed, but this represents a value to the City of several hundred thousand dollars.

- Development Levy costs will be the responsibility of FNU. This represents a value to the City of approximately \$225,000
- FNU has 24 months to commence construction on the project
- Nominal purchase price

In regards to the purchase of the property for a nominal amount, the First Nations University believes that all of the above-noted benefits to the City of Prince Albert provides a strong rationale for the City to offer formal support to the development by way of a land donation. Contributing the land to the development represents a tangible commitment to the University which will also have a direct economic impact to the community. In addition to those diverse benefits, FNU would highlight the following key needs as rationale for the contribution:

a. Construction Cost Inflation:

Since the previous application considered by City Council, construction costs have seen significant escalation

b. Interest Rate Escalation:

In addition to cost inflation, interest rates have doubled since the previous FNU business case, which puts further stress on the business model.

c. Municipal Partnership:

FNU previously applied for \$19.5M in federal funding that was unsuccessful and is focused on improving all elements of the project's value proposition for the upcoming February 2023 submission to enhance our probability of success. Their team believes that a tangible contribution from the City of Prince Albert in the form of a land donation shows important commitment from another level of government that will enhance the evaluation of our proposal.

d. Municipal Precedent:

Section 5 details precedent from the City of Regina on how a strategic land donation helped stimulate a major post-secondary capital project.

Further rationale can be found in the attached land proposal

Once approved, a final purchase agreement will be brought back to City Council for consideration.

CONSULTATIONS:

The Department of Public Works, the Mayor, City Manager have all been engaged on this potential sale.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Administration has been in continuous contact with FNU and will notify representative of Councils decision.

FINANCIAL IMPLICATIONS:

The LOI contains a nominal offer of \$1.00.

PRIVACY IMPLICATIONS:

Section 7 of the LOI outlines the confidentiality implications of the agreement

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy implications

STRATEGIC PLAN:

A strategic priority as outlined in the City of Prince Albert Strategic Plan, 2023-2025 is to build a robust economy. A specific area of focus which is supported by this land transfer is "Economic Diversity and Stability" which is further supported by the direction of City Council to "create new, and support existing partnerships to leverage the strengths of Prince Albert."

OFFICIAL COMMUNITY PLAN:

Section 15.8 Planning and Development Services Planning and Development Services managers land sales, assembly and development, and has a portfolio of surplus land that could be considered for development under a number of policy scenarios. The report also supports Corporate Sustainability by reviewing land pricing.

OPTIONS TO RECOMMENDATION:

Prince Albert City Council could choose rather to approve the land transfer proposal "in principle" with a request to revisit the offered nominal price of \$1.00 as follows:

1. That the Letter of Intent received from First Nations University of Canada to purchase a 5 acre portion of the lands immediately Southwest and adjacent to 10th Ave West and 28th Street West for the purpose of constructing a new northern campus be approved in principle, subject to the City Solicitor reviewing and making revisions to the Letter of Intent as necessary.
2. That a revised purchase price be considered by First Nations University, to be brought to an upcoming City Council meeting for further consideration

In consideration of the rationale that was provided by the FNU in their land transfer proposal, I believe there will be a long term benefit in a new FNU campus for the City of Prince Albert and surrounding area. With this new application for funding for a new campus, FNU needs to find ways to reduce costs, and I believe a purchase of lands for a nominal amount is a fair request. For these reasons, the above option is NOT being recommended.

PUBLIC NOTICE:

Prior to bringing the final purchase agreement back to City Council for consideration the following public notice will be provided:

Section 4 (g) of the Public Notice Bylaw states the following:

Public Notice in accordance with this Part shall be given before Council initially considers the following matters:

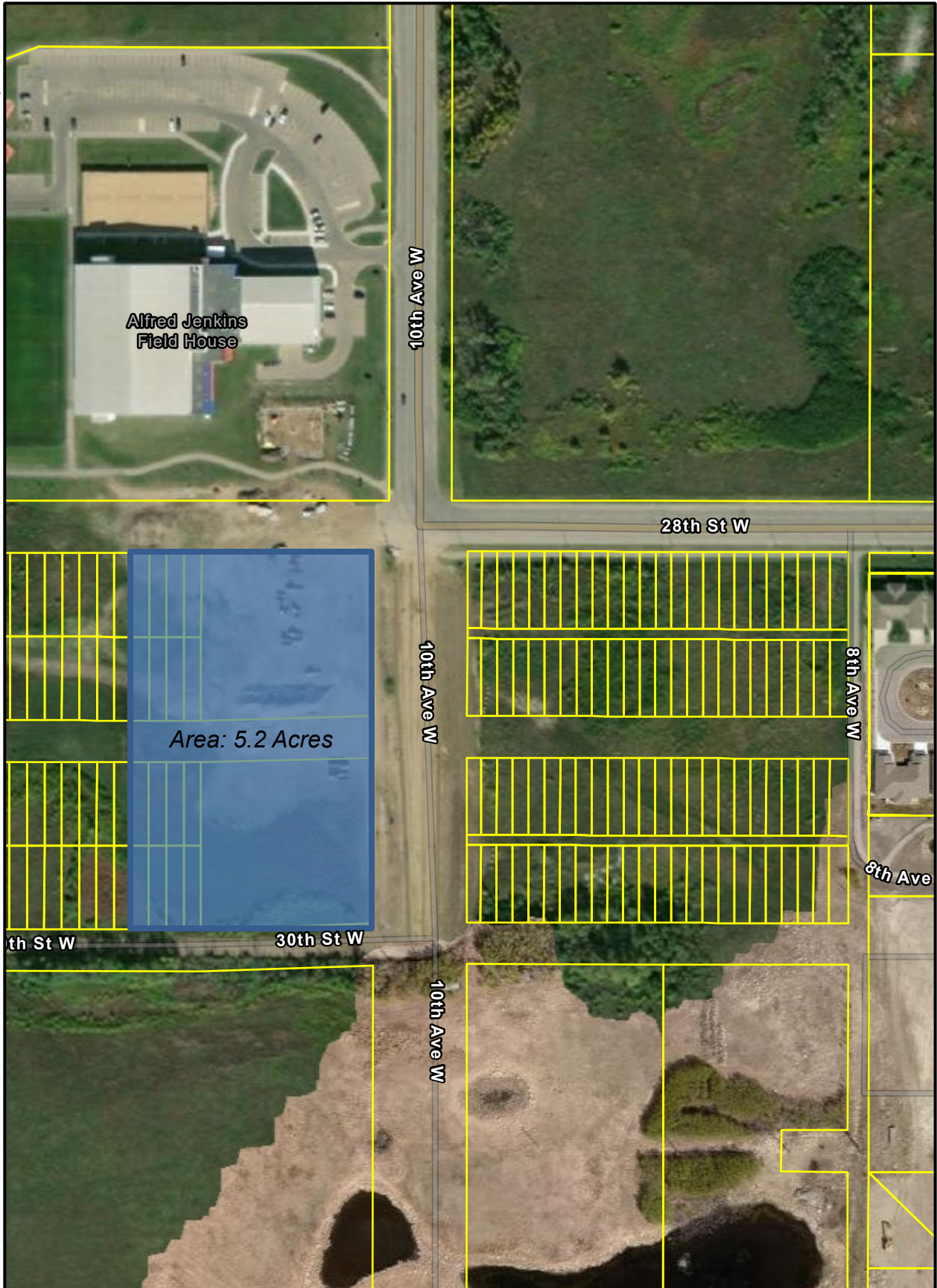
(g) Selling or leasing land for less than fair market value and without a public offering;

ATTACHMENTS:

1. FNU Location Plan
2. FNU Land Transfer Proposal
3. Letter of Intent

Written by: Craig Guidinger, Director of Planning and Development Services

Approved by: City Manager



Alfred Jenkins Field House

Area: 5.2 Acres

CS-IZ

CS-IZ

PLANNING & DEVELOPMENT

December 29, 2022

Subject Property Identified With A Bold Dashed Line



**FIRST NATIONS
UNIVERSITY
OF CANADA**



NORTHERN CAMPUS RENEWAL

City of Prince Albert Land Proposal

December 2022

We are Indigenous

 (the good path through life)



December 19, 2022

Mayor Greg Dionne
City of Prince Albert
1084 Central Avenue
Prince Albert, SK, S6V 7P3

Dear Mayor Dionne,

Re: Land Transfer in Support of FNUniv Northern Campus

The First Nations University of Canada (FNUniv) is assertively advancing efforts to build a new landmark Northern Campus in Prince Albert that would become a leading centre for higher education, Indigenous cultural programming, and reconciliation activity in northern Saskatchewan. Over the past several years, the City of Prince Albert has been an engaged supporter in our attempts to turn this vision into a reality. Our institution is now asking the City to become a community champion of this effort through a land transfer for a new Northern Campus site.

As the Economic Impact Assessment outlines, this project will benefit both Indigenous and non-Indigenous peoples, communities, and businesses in northern Saskatchewan, and across the Canadian north. FNUniv has the largest post-secondary presence focused on Indigenous learning in the north. Our presence is essential considering this area's steadily increasing young Indigenous student population. The Northern Campus will support recruitment and retention efforts to better serve northern students with the job-oriented education they need to pursue successful careers. The FNUniv Northern Campus building will be a symbol of reconciliation, and will provide programming that recognizes the shared histories of Indigenous and non-Indigenous peoples, and education that promotes inclusion, equity, healing, and respect for Indigenous histories, cultures, values, and traditional practices. This project addresses several of the TRC Calls to Action (#11, #16, #43, #44 & #92) and the United Nations Declarations on the Rights of Indigenous Peoples (UNDRIP).

FNUniv is asking the City of Prince Albert to support this important project through a land transfer of approximately 5 acres located at the corner of 28th Street and 10th Avenue West. This is an ideal location for the new campus development as it is situated near major First Nations land holdings and a recreation facility. The land contribution would provide site certainty for our project to proceed into the schematic design, having us ready to pursue federal funding opportunities that would augment our committed funding.

The enclosed proposal details the project, the proposed land transfer, and the value proposition for the City of Prince Albert. Our Executive Team is excited to follow up with your team to answer any questions and discuss the process moving forward. If you have any questions, please do not hesitate to reach out to me at 1-306-250-2644 or jottmann@firstnationsuniversity.ca.

Sincerely,



Dr. Jacqueline Ottmann
President
First Nations University of Canada

1. BACKGROUND

The First Nations University of Canada (FNUUniv) leadership team has placed considerable strategic focus on the renewal of its Northern Campus in Prince Albert over the past several years. Most recently, this included commissioning a Preliminary Design Report in the summer of 2021 to support a Green and Inclusive Community Buildings (GICB) application to the Government of Canada and developing a formal internal business case in February of 2022. FNUUniv received a decline letter on the \$19.5M GICB application for the \$34.4M project in the spring of 2022, which noted the competitiveness of the program and the preliminary nature of FNUUniv’s planning that made the project less “shovel-ready” than other projects.

The need for renewal of the institution’s fastest-growing Campus remains ever-present. Due diligence and lessons learned over the past several years point to the need to advance further project planning to position the initiative more competitively for future funding opportunities and bring it closer to reality. FNUUniv is focused on securing a definitive site for the proposed development and advancing design work to prepare the institution for another intake of the GICB program and increase readiness for other funding opportunities. At the same time, FNUUniv is looking to secure tangible support from partners to show broader community buy-in for the project and to augment our value proposition to target capital funding opportunities. **Prince Albert has the highest percentage of Indigenous people living in the community, with recent 2021 Census data noting that 42% of the City’s population is Indigenous, which showed growth from the 2016 Census.** We believe that supporting the development of a new Northern Campus through a land transfer will significantly enhance the City of Prince Albert’s commitment to Indigenous development and support the creation of a leading education and cultural hub that will bring widespread value to the community.

FNUUniv is formally requesting the transfer of the City of Prince Albert property at the corner of 28th Street and 10th Avenue West estimated at roughly 5 acres, for \$1 to support spearheading the Northern Campus development forward.

FNUUniv has pursued various solutions to its Prince Albert Campus problem that have been unsuccessful, including expansion downtown, relocating near Sask Polytech and partnering with the Peter Ballantyne Cree Nation. However, this proposed site offers an ideal location and development certainty that will significantly enhance our ability to move forward with planning. Site certainty is critical to moving forward on the design process to be prepared for federal funding opportunities, and we believe that the proposed site offers a compelling location for Northern Campus development and community impact.

2. PROJECT NEED

The FNUUniv Northern Campus currently occupies 31,501 square feet within a leased building owned by the Prince Albert Grand Council (PAGC) at 1301 Central Avenue in downtown Prince Albert.



While this location has served the institution’s needs in establishing a strong presence and enrolment for its Northern Campus, this space was never designed and purpose-built to support teaching and learning spaces and quality student experience. As the building continues to age, maintenance costs continue to increase. The physical distribution of spaces on all levels limits the flexibility of space to meet pedagogical demands. In addition, the downtown location provides no outdoor gathering spaces to host a gathering and ceremonies like the institution does in Regina for its learners, staff and communities. In more recent years, it has become more evident that this is not an adequate or ideal home for FNUUniv Northern Campus for the long term for many strategic reasons, including:

- *The existing amount of teaching space is too small, particularly multi-use or flexible spaces that multiple users can share.*
- *The existing space does not sufficiently support the cultural content of FNUUniv curriculum and programs. The building does not have a designated Elders and Knowledge Keepers room. It is currently occupying space in a student area in the basement, which also adds physical accessibility barriers for some Elders.*
- *There is insufficient administration/office space required for the Registrar’s Office.*
- *There is a lack of sufficient support and program spaces for Indigenous students.*
- *The current FNUUniv library lacks study space and space for group collaboration and project work.*
- *Students need more study and collaboration spaces to support their learning in a communal environment that upholds our cultural values and identity.*
- *Students need larger computer rooms for access to technology.*
- *Parking is a challenge for staff and students.*
- *Staff and students have significant safety concerns going to and from the downtown campus.*

All these limitations, in turn, negatively impact FNUUniv students’ learning experience and success rates. The student experience is becoming increasingly crucial in attraction and retention for post-secondary institutions. It is vital for the FNUUniv Northern Campus that attracts a higher percentage of students that come from First Nations communities and may lack support networks in Prince Albert.

3. NORTHERN CAMPUS RENEWAL PLAN

The objectives for the FNUniv Northern Campus Development include:

- *A 21st-century learning environment that provides spaces to meet student needs enables instructors to provide quality teaching and accommodates Elders and Knowledge Keepers as part of our Indigenous ways of learning.*
- *A sustainable campus. The building design and operations and the institution's interest in creating resilient communities through involvement in research and skills training in this area.*
- *Encourages further growth and development in Northern Saskatchewan by providing the educated future employees required to keep up with industry needs to sustain and diversify growth.*

To address the current issues and meet these objectives, FNUniv will build a multi-story Indigenous-designed ~40,000 square foot campus facility, built to CaGBC's Zero Carbon Building Design Standard v2. The building design will incorporate a mix of Learning spaces and Classrooms, Teaching Labs, a Library, an Audio Visual Studio, an Indigenous Health Clinical Learning Space, an Assembly/Exhibition, Lounges, Student Services, an Indigenous Fine Art Studio, Indigenous Childcare, Elders & Knowledge Keepers spaces, Ceremonial space, and Administrative and Support spaces, with many of the spaces available for public use.

This project will benefit Indigenous people, communities and businesses in northern Saskatchewan. It will support increasing recruitment and retention efforts and expanding programming to better serve northern students with the job-oriented education they need to pursue successful careers. It will provide students with a better and more comfortable learning environment, and access to more public spaces, libraries, elder services, and other student supports that more effectively attract students to attend, stay and succeed in post-secondary education. FNUniv is the biggest post-secondary presence focused on Indigenous learning in the north. With an increasing young Indigenous student population from this area, a well-equipped campus will allow them to attend education in a place close to home. Program completion from FNUniv Northern Campus will also result in the educated workforce northern businesses need to grow and succeed.

4. SITE DETAILS

FNUniv has done extensive work over the last several years trying to identify an ideal site for our renewed Northern Campus, including exploring renovation options and detailed due diligence into options near Saskatchewan Polytechnic. A variety of barriers and limitations with other sites have led to focused attention on the City-owned site below on the corner of 28th Street and 10th Avenue West:



The ~10-acre site offers an ideal location based on its proximity to First Nations-owned land, a variety of First Nations organizations, and recreation facilities.

FNUUniv is requesting a land transfer for a 5-acre City parcel that would ensure sufficient flexibility in Northern Campus design, adequate parking, and potential lands for future growth and/or land-based learning facilities.

5. VALUE PROPOSITION FOR PRINCE ALBERT COMMUNITY

FNUUniv believes that the City of Prince Albert’s support for the Northern Campus offers an ideal opportunity for partnership and is supported by a variety of value drivers for the community, as highlighted below.

a. Alignment with City of Prince Albert Cultural Plan

The Northern Campus initiative strongly aligns with the City of Prince Albert’s Municipal Cultural Action Plan, which represents a tangible planning tool that guides the community’s commitment to cultural development. The proposed land transfer will represent tangible support that aligns with Cultural Goals located within the plan, including:

Cultural Goal 4: Ensure that all nations, communities, newcomers, and individuals are welcomed and celebrated in the community.

The new Northern Campus will offer a significantly enhanced experience for Indigenous people from Prince Albert and other areas of the province, offering a positive environment for students, staff and visitors that will enhance their feeling of belonging and quality of life in Prince Albert.

Cultural Goal 5: Promote and communicate cross-cultural understanding and learnings across nations, communities, newcomers, and individuals.

The new Northern Campus will provide adequate space for FNUUniv to significantly expand its role in offering cultural teachings to the community that will enable programming more akin to FNUUniv’s Regina Campus, a cultural hub of activity in southern Saskatchewan.

Cultural Goal 7: To collaborate with various community groups and organizations to foster the retention and expansion of cultural activities, amenities and programming for all ages to ensure everyone has access locally to opportunities in a fair and equitable manner.

Our institution firmly believes that the new Northern Campus will become a local hub of cultural activities, amenities and programming at the heart of Cultural Goal 7. We will be looking to collaborate with the City of Prince Albert, the Prince Albert Grand Council, and other stakeholders to become a foundational centre of culture in northern Saskatchewan.

While the land transfer will show municipal support that can help stimulate interest from other levels of government, the demonstration of partnership goes far beyond supporting the development of a building, but rather supports the significant enhancement of Indigenous culture in the Prince Albert community.

b. Enhance Access to Community and Cultural Spaces

Various spaces within the campus building have the flexibility to be used to support the delivery of FNUUniv programming and broader community programs and services. The theatre space will support publicly accessible events, presentations and lectures to support broader community awareness, learning and engagement regarding Indigenous knowledge, culture and topics. The library will be accessible to the public and create a space for community members to access Indigenous resources and relax comfortably. The Rooftop Indigenous Garden will provide a space for gathering, learning and cultural gardening. The garden will be used to grow vegetables, herbs and other culturally significant plants. The patio area will have furnishings such as benches, bistro sets and large picnic tables for gatherings, gardening, cleaning and preparing food.

Ceremonial spaces will be incorporated inside and outside the building to provide appropriate space for support services offered by Elders and Knowledge Keepers. This will not only better meet the needs of students and staff but will enable the opportunity to open these services to family and community members for cultural support needs more broadly. These spaces will be publicly accessible and ensure Indigenous people on Campus feel comfortable practicing ceremony. People within the community can participate in ceremonies and feasts on-site.

c. Grow Access to Post-Secondary Programming and Enhance Labour Market Readiness

The current FNUUniv Northern Campus limitations create significant barriers to developing and rolling out new programming that could enhance regional post-secondary offerings and attract learners to the community. FNUUniv is constantly evolving its program offerings, and when considering expansion opportunities, our team looks at potential enrollment, facilities availability, and other factors when finalizing the preferred delivery location. The existing Prince Albert Campus does not offer the necessary capacity for growth, and low-quality facilities play a major role in capping overall growth potential as prospective learners choose other communities and institutions.

For example, our recent Saskatoon Campus expansion into adjacent lease space has opened up additional opportunities as we look to roll out culturally-focused mental health and wellness programming out of the Campus. Our northern Indigenous communities have significant populations, so a major investment in a new Northern Campus could significantly increase student demand in Prince Albert and see the introduction of new and innovative program offerings that can support broader community development. Specific opportunities for Prince Albert programming expansion include:

- *Using the space to highlight and expand FNUUniv's Indigenous Fine Arts programs.*

- *Offering an exceptional place to house an environmental science program that promotes sustainability and the importance and value of using Native Sciences, complementing our Northern Traditional Campus.*

FNUUniv also develops programming around specific regional labour market needs but has been limited in our ability to be responsive to Prince Albert and Northern Saskatchewan needs, given existing facilities. A new campus will allow us to become a much more proactive partner with industry and public organizations to address educational gaps that could support labour market development. Specifically, our institution will continue to facilitate increased labour market participation among Indigenous people and increase the northern Saskatchewan Indigenous talent pool.

d. Facilitate Economic Impact

The FNUUniv Northern Campus is an important aspect of the community's economy, with current operations having the following annual direct, indirect, and induced economic impacts on Prince Albert

- Gross Domestic Product (GDP) impacts of \$15.9M
- Employment impacts of 178 jobs annually, including 85 campus operations impacts and other indirect and induced jobs in Prince Albert
- Labour income of \$10.1M for the community

FNUUniv's renewal of the Northern Campus is going to facilitate growth that will bring tangible economic impact for the Prince Albert community with the projected future state metrics enabled by our institution's major investment detailed below:

- Incremental addition of another \$9.4M to Prince Albert's GDP annually
- Incremental addition of another 105 direct, indirect and induced jobs in the community
- Incremental addition of another \$6.0M in labour income for the community annually

In addition to these substantial impacts supporting the economy and community on an annual basis, the facility's construction phase will include \$34.0M in capital investment, \$15.2M in added GDP for Prince Albert, 131 person-years of employment, and \$7.3M in labour income. Note that all economic impact statistics presented are exclusively focused on Prince Albert's impacts. FNUUniv will communicate broader economic impacts for Saskatchewan and Canada as a whole in engagement with funders.

In addition to detailed, quantifiable economic impacts, there are direct impacts that the surrounding neighbourhood from the proposed development would feel. The Campus would help to influence the surrounding businesses positively. They help adjacent properties attract development, stabilize cash flow, increase occupancy rates, and make the neighbourhood a destination. Overall, higher education institutions can play a significant role in their surrounding locales' long-term social and economic success.

e. Show Municipal Commitment to Post-Secondary Education

Securing financial support for major transformational capital projects is highly competitive, with major federal and provincial funding pools increasingly looking at partnerships and commitments from multiple levels of government and/or private-public partnerships in order to support a compelling case for funding approval. Saskatchewan's largest post-secondary capital project over the past decade was the University of Regina's College Avenue Campus Renewal Project, which was stimulated in part by a City of Regina land transfer as outlined below:

- *The University of Regina completed the \$70M renewal of the historic College Avenue Campus in 2018 based on a complex multi-partner initiative.*
- *The initiative was significantly enhanced by a \$8.25M land lease/donation from Conexus Credit Union, who subsequently built their new head office adjacent to the Campus on land that the City of Regina donated.*
- *The City of Regina donated the 2.6 acres of prime land to the University who subsequently secured a long-term lease from Conexus based on an approval from City Council.*
- *The initiative also secured significant donor support, with over 550 donors contributing to the project.*
- *Based on the strength of its renewal plans and the community commitment highlighted through partnerships, the University was able to secure \$27.6M from the Government of Canada that ultimately spearheaded approval to proceed.*

The City of Regina has realized significant tangible affects from participation in the College Avenue Campus Renewal project – the Conexus Cultivator business incubator has supported developing the community’s start-up technology sector, the Darke Hall renewal as part of College Avenue Campus updates has re-introduced a major arts and culture facility to the community, the College Avenue Campus proper is driving additional access to continuing education programming for a diverse mix of community members, and finally state-of-the-art facilities are being used in partnerships and rentals with several economic and social groups in the City. The City of Regina recently supported another major community initiative in the same fashion with a \$2M land donation to the YWCA in 2019 that supported the 2022 start of construction of the \$60M YWCA Centre for Women and Families.

Universities hold tremendous potential for improving the economic and social status of cities. By supporting the Northern Campus through the land transfer, the City of Prince Albert would be investing in expansion of its knowledge economy as a building block of supporting job growth, industry attraction and retention, significant cultural development, while supporting a partner looking to improve the overall condition of the Prince Albert community.

FNUUniv has ongoing relationships with the federal and provincial governments as part of its core operations and feels that a municipal partnership on the Northern Campus could be a key to demonstrating broader community support for the initiative and unlocking funding in a highly competitive public sector capital funding environment.

6. RATIONALE FOR LAND CONTRIBUTION

FNUUniv believes that all of the above-noted benefits to the City of Prince Albert of the proposed Northern Campus development provide strong rationale for the City to offer formal support to the development by way of a land donation. Contributing the land to the development represents a tangible commitment to the community’s Cultural Plan, grows access to community and cultural spaces that do not require the municipality to build and maintain new facilities, grows the labour market and tax base, and has direct economic impact to the community. In addition to those diverse benefits, FNUUniv would highlight the following key needs as rationale for the contribution:

a. **Construction Cost Inflation:**

Since the previous application, construction costs have seen significant escalation with the FNUUniv technical team highlighting considerable cost risk as we move to the schematic design phase to

enhance project readiness. The FNUUniv business case was approved based on previous cost estimates and cost inflation challenges the business model.

b. Interest Rate Escalation:

In addition to cost inflation, interest rates have doubled since the previous FNUUniv business case, which puts further stress on the business model. FNUUniv is working hard to gather substantial capital funding for the project from internal and external sources, and manageable debt servicing requirements long-term will be important for final approvals.

c. Municipal Partnership:

FNUUniv previously applied for \$19.5M in federal funding that was unsuccessful and is focused on improving all elements of the project's value proposition for the upcoming February 2023 submission to enhance our probability of success. Our team believes that a tangible contribution from the City of Prince Albert in the form of a land donation shows important commitment from another level of government that will enhance the evaluation of our proposal. When combined with further design work to get the project shovel-ready, and sharper programming details in alignment with federal government priorities, the submission will stand a much greater chance of success.

d. Municipal Precedent:

Section 5 details precedent from the City of Regina on how a strategic land donation helped stimulate a major post-secondary capital project. Additionally, there are a variety of other examples of municipalities using land donations and customized infrastructure agreements to stimulate community growth.

The new Northern Campus will be a landmark development for Prince Albert and FNUUniv firmly believes that the land donation is a smart contribution for the City to support Indigenous-led development and growth in the community.

7. VALIDATION & NEXT STEPS

FNUUniv has developed this proposal focused on highlighting the value that a City of Prince Albert land transfer would have on advancing the Northern Campus concept; however, our Executive team is eager to discuss specifics of the commitment and understand any further requirements from the City of Prince Albert. An unknown for FNUUniv is related to the servicing of the site; and, as we learned through due diligence on the site adjacent to SaskPoly, it is important for us to gain a full understanding of site considerations so that additional detailed site discussions would be an immediate priority for our team.

Once our team has secured the future Northern Campus site, we will immediately begin the schematic design process to advance readiness for upcoming federal funding opportunities. **Time is of the essence in positioning ourselves for that opportunity**, so we are eager to move into the next steps and finalize a timeline and action plan.

[insert FNUniv Letterhead]

Letter of Intent

_____, 2023

City of Prince Albert
INSERT ADDRESS / Legal Representative

Attention: *****

Dear *****:

Re: Purchase of Lands

This letter of intent (the “**LOI**”) will set out the general terms and conditions upon which First Nations University of Canada Inc. (the “**Purchaser**”) is intending to purchase from the City of Prince Albert (the “**Vendor**”) (collectively referred to as the “**Parties**” and individually referred to as a “**Party**”), the right, title and interest in the property located on the lands which are legally described as:

Surface Parcel # 203810565	Surface Parcel # 145652373
Surface Parcel # 145652047	Surface Parcel # 145652384
Surface Parcel # 145652058	Surface Parcel # 145652395
Surface Parcel # 145652069	Surface Parcel # 145652407
Surface Parcel # 145652070	Surface Parcel # 145652418
Surface Parcel # 145652081	Surface Parcel # 145652429
Surface Parcel # 145652092	Surface Parcel # 145652430
Surface Parcel # 145652104	Surface Parcel # 203810442
Surface Parcel # 145652115	Surface Parcel # 203810453
Surface Parcel # 145652362	

(referred to as the “**Lands**”)

The Purchaser intends to purchase the Lands free and clear of any and all encumbrances, interests, liens, registrations, mortgages, or taxes, whatsoever, except those permitted encumbrances that will be negotiated and agreed upon by the Parties in a formal purchase agreement (the “**Transaction**”).

The Parties wish to set out the details of the Transaction contemplated herein to assist the Parties in preparation of a formal, binding and comprehensive purchase agreement (the “**Purchase Agreement**”) to be executed in the future.

Except as expressly set out in this LOI, the Parties wish to set out the following non-binding (unless otherwise indicated) terms of this LOI:

1. Subdivision & Rezoning of Lands

1.1 The Lands are municipally located in the City of Prince Albert, in the Province of Saskatchewan.

1.2 As a condition to the Transaction, the Vendor has agreed to,, at the sole cost and expense of the Purchaser, subdivide the Lands into separate parcels prior to the purchase and transfer of the Lands to the Purchaser in a form and manner as will be agreed upon and specified by the Parties in the Purchase Agreement.

1.3 As a condition of the Transaction, the Vendor has agreed to, at the sole cost and expense of the Purchaser, rezone the Lands from a residential zoning district to a commercial zoning district.

1.4 As a condition of the Transaction, the Parties will estimate the costs for infrastructure on the Lands and the construction of the extension of 28th Street to the Lands and outline the obligations and responsibilities for the costs for infrastructure in the Purchase Agreement.

1.5 As a condition of the Transaction, the Parties will estimate the costs for associated development levy fees for the Lands and outline the obligations and responsibilities for the costs for development levy fees in the Purchase Agreement.

2. Purchaser and Vendor

2.1 The Purchaser intends to purchase, and the Vendor intends to sell, the Lands in accordance with the contents of this LOI as will be further formalized in the Purchase Agreement between the Parties.

3. Purchase Price

3.1 The purchase price for the Lands shall be a nominal amount and shall be negotiated and agreed upon by the Parties in the Purchase Agreement ("**Purchase Price**") which shall include all applicable taxes, subject to adjustments, and the procedure and method in which the Purchase Price will become payable.

4. Term

4.1 This LOI shall remain in effect until terminated in accordance with and to the extent of the terms and conditions contained herein (the "**Term**").

4.2 This LOI as presented by the Purchaser shall expire on the day that is twenty-one (21) days after delivery of this LOI to the Vendor unless the Vendor has not signed this LOI within such twenty-one (21) day period or such deadline is extended by mutual agreement in writing between the Parties.

5. Due Diligence of the Lands

5.1 The Vendor understands and acknowledges that the Purchaser intends to convert the Lands into reserve status pursuant to Indigenous Services Canada's reserve creation process, which requires undertaking an Environmental Site Assessment ("ESA") to determine the environmental condition of Lands.

5.2 The Parties agree that an ESA of the Lands will be conducted. The Vendor agrees to provide access to the Lands and to:

- (a) provide the Purchaser with a copy of any and all environmental site assessments (Phase 1, Phase 2 and Phase 3) that have been conducted on the Lands;
- (b) provide the Purchaser with any and all other reports relating to environmental, human health risks, or other risks associated with the Lands; and
- (c) disclose any other information, material, reports or documents to the Purchaser relating to the Lands or as the Purchaser may reasonably request.

(the "**Due Diligence**")

5.3 Upon receipt of all of the Due Diligence required to perform the ESA, a reasonable period of time shall be provided until such time as the ESA is completed ("**ESA Period**").

5.4 On or before the expiry of the ESA Period, the Purchaser may, in its sole discretion, proceed with negotiating the Purchase Agreement or refuse to pursue the purchase of the Lands without any liability.

5.5 The Parties shall include a provision in the Purchase Agreement that if the ESA identifies some environmental contamination (such contamination referred to as the "**Contamination**"), the Purchaser may request the Vendor remediate such Contamination as a condition to the purchase of the Lands or may propose a reduction in the Purchase Price proportionate to the risk and remediation costs of such Contamination.

5.6 In the event that the ESA Period has expired and the Purchaser confirms its intention to negotiate a Purchase Agreement for the Lands, the Purchaser agrees that it will proceed in good faith to negotiate the terms of the Purchase Agreement with the Vendor, on the basis of the Purchaser's form of purchase agreement and the provisions of this LOI, subject to the following conditions precedent which includes, without limitation, conditions precedent standard in this type of transaction:

- (a) the Purchaser shall have within an agreed timeframe confirmation of secured financing necessary to complete the purchase of the Lands on the terms and conditions satisfactory to the Purchaser, in its sole discretion;
- (b) if requested by the Purchaser, and agreed to by the Vendor, any Contamination be remediated by the Vendor;
- (c) no intervening loss or event has occurred or might reasonably occur that has a material - adverse effect on the condition or prospects of the Lands; and

- (d) all actions, proceedings, instruments, certificates and documents reasonably requested by the Purchaser to be taken, executed or delivered to the Purchaser in order to carry out the Purchase Agreement and all other relevant legal matters have been completed to the Purchaser's and its legal counsel's reasonable satisfaction.

6. Expenses

6.1 Each Party shall be responsible for paying all fees and expenses incurred by them, or on its account, in connection with the proposed transaction in this LOI, including all fees and expenses of each Party's legal counsel. The Purchaser will be responsible to pay the applicable land transfer taxes and similar transfer fees.

7. Confidentiality

7.1 The Parties agree that this LOI, the transactions contemplated herein, and all information provided by either Party to the other with respect to this Transaction or the Lands (the "**Confidential Information**"), will remain confidential and shall not in any way be disclosed or announced, or used by the either Party for any purpose other than the Due Diligence, without the prior written consent of the Party disclosing the Confidential Information, other than disclosure to the each Party's officers, directors, employees and professional advisors who have a need to know, provided that the Party receiving the Confidential Information shall be responsible for ensuring that such permitted persons to whom it discloses such information also comply with this confidentiality obligation. Notwithstanding, the Purchaser acknowledges that the Vendor is required by legislation to publicly disclose certain documents and information as an essential requirement of its municipal approval of this LOI and the Purchase Agreement, and the Purchaser agrees that nothing in this Article 7.1 prohibits the Vendor from disclosing such documentation or information in public domain for such purpose. In such circumstances where public domain disclosure is so required, the Vendor shall provide the Purchaser with reasonable advance notice of such necessary disclosure.

7.2 In the event that this LOI and all further negotiations are terminated by either Party in accordance with the terms of this LOI, the disclosing Party shall upon the written request of the non-disclosing Party, return to the disclosing Party, or destroy, all Confidential Information, including, but not limited to, all documents and materials which contain, reflect or are based on any such Confidential Information.

8. Exclusivity

8.1 Upon acceptance of this LOI by the Vendor, the Vendor agrees that it shall exclusively deal with the Purchaser in relation to the Transaction and shall not solicit any offers or engage in discussions with any other third parties, as agents or otherwise, regarding a potential or actual sale of the Lands or until: (i) upon termination of this LOI; or (ii) upon the full and final closing of the Transaction.

9. Termination

9.1 In addition to any of the Purchaser's termination rights contained herein, this LOI will automatically terminate and be of no further force and effect upon the earlier of: (i)

execution of the Purchase Agreement by the Parties; (ii) mutual written agreement of the Parties; and (iii) upon the expiry of fourteen (14) days' prior written notice of such termination by the Purchaser to the Vendor.

9.2 Nothing in this provision limits the Purchaser's ability to terminate this LOI as otherwise expressly stated in this LOI. The Parties agree that if this LOI is terminated in accordance with this Section 9, neither Party shall bear any liability to the other.

10. Governing Law

10.1 This LOI shall be interpreted in accordance with the laws of the Province of Saskatchewan. The Vendor agrees that it shall comply with all applicable law when completing its obligations contained in this LOI.

11. Non-Binding Letter of Intent

11.1 Except for this paragraph 11, and paragraphs 5, 6, 7, 8 and 9 which are intended and expressly agreed by the Parties to be binding on the Parties, this LOI is not intended to otherwise create legal obligations between the Parties. The Parties intend to continue negotiations with a view to preparing and concluding the Purchase Agreement and the Transaction.

12. Reserve Status

12.1 The Vendor agrees that it will support the Purchaser's efforts to have the Lands added to the existing Reserve land of a First Nation and will fully collaborate and cooperate with the Purchaser on resolving related issues of mutual interest and concern.

13. No Third-Party Beneficiaries

13.1 Nothing in this LOI is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this LOI.

14. Construction Deadline

14.1 Construction shall commence within twenty-four (24) months upon the Purchaser obtaining possession of the Lands.

14.2 If commencement of construction does not occur within twenty-four (24) months upon the Purchaser obtaining possession of the Lands, then the Parties will contemplate a termination provision in the Purchase Agreement.

15. Miscellaneous

15.1 Neither this LOI, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This LOI may be executed in counterparts, each of which shall be deemed to be an original, but all

of which together shall constitute one and the same agreement. The Purchaser and the Vendor may not amend this LOI except by written instrument signed by the Parties.

16. Vendor's Execution of LOI

16.1 If you are in agreement with the provisions of this LOI, please indicate this by signing a copy of this LOI in the space indicated below and returning it to us at the address of the Purchaser set out on the first page of this LOI by no later than 5:00 p.m. Saskatchewan time, on **[NTD: Insert date]**.

[signature page on next page]

DRAFT

Dated: _____, 202__.

**FIRST NATIONS UNIVERSITY OF
CANADA INC.**

By: _____
Name:
Title:
Authorized Signing Authority

We hereby agree with the above Letter of Intent this ___ day of _____, 202__.

CITY OF PRINCE ALBERT

By: _____
Name: MAYOR GREG DIONNE
Title: MAYOR

By: _____
Name: SHERRY PERSON
Title: CITY CLERK

DRAFT