

TOWN OF FORT FRANCES

Planning & Development Executive Committee

AGENDA - June 17, 2019 at 8:00 AM

MEETING - Civic Centre - Committee Room

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1. **Call to Order**
Session #12
2. **Disclosure of pecuniary interest and the general nature thereof**
3. **Approval of Previous Committee Minutes**
 - 3.1 Approval of Previous Meeting Minutes. 2 - 3
4. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
5. **In-Camera**
6. **Items Referred from Council**
7. **New Business**
 - 7.1 Planning & Development Executive Committee - Change Meeting Time (8:00am to 8:30am).
- Request from Committee Members.
8. **Outstanding Items**
 - 8.1 Letter from D. Dickson re: 556 Webster Avenue - Garage Request.
- Item referred to a future meeting as Administration is gathering information regarding this request.
 - 8.2 Letter from D. Cuthbertson re: Scott Street Concerns.
- Ongoing. Updates will be provided as information becomes available.
 - 8.3 Sleepy Owl - Draft Land Use Agreement for Billboard Sign. 4 - 7
9. **Information**
10. **Non-agenda Items**
11. **Adjourn / Next Meeting Date**
Tuesday July 2nd, 2019.

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #11

June 3, 2019

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on June 3, 2019 from 8:00a.m. to 8:18 a.m.

PRESENT: J. McTaggart - Chairperson, W. Brunetta - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, L. Slomke, Clerk, P. Briere, Committee Secretary

1. Call to Order - 0800am

Session #11

2. Disclosure of pecuniary interest and the general nature thereof

None.

3. Approval of Previous Committee Minutes

3.1 Approval of Previous Meeting Minutes.

- Approved as presented.

MOVED: W. Brunetta

SECONDED: J. Caul

CARRIED

4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.

None.

5. In-Camera

None.

6. Items Referred from Council

6.1 Letter from D. Cuthbertson re: Scott Street Concerns.

- Ongoing. Councillor McTaggart provided an update to the Committee with regards to the Police Service Board meeting.

6.2 Letter from D. Dickson re: 556 Webster Avenue - Garage Request.

- Information has been received by Administration and we are working on gathering information regarding this request. This item will be moved to outstanding items.

7. New Business

7.1 Site Specific Official Plan Amendment and Zoning Application - 841 McIrvine Road.

- An overview of the item was discussed with the Committee. After a discussion was had on this item the Planning & Development Executive Committee is recommending that Council approve the report as presented.

8. Outstanding Items

None.

9. Information

None.

10. Non-agenda Items

None.

11. **Adjourn / Next Meeting Date - 0818am**
Monday June 17th, 2019.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

To: Planning & Development Executive Committee
From: Elizabeth (Lisa) Slomke, Town Clerk / Interim Municipal Planner
Date: June 10, 2019
Re: **The Sleepy Owl – Billboard Sign Request**

Background

Council received a letter from The Sleepy Owl at the April 8th Council meeting. The letter requested permission to install a billboard sign on municipal property along Frog Creek Road (across from Airport). Council referred said request to the Planning & Development Executive Committee for recommendation.

The Planning & Development Executive Committee (PDEC) considered the matter at their April 15 and May 6 meetings. PDEC put forward a recommendation to Council at the May 13th Committee of the Whole meeting to approve the request with conditions. Those conditions include entering into a land use agreement, issuance of a sign permit and the requirement for the applicant to pay an annual sign fee.

Please find attached Draft Land Use Agreement which has been reviewed by staff and the applicant. A by-law will need to be considered at the next Council meeting.

THIS AGREEMENT made this _____ day of _____, 2019.

B E T W E E N:

Goofday Wholesales (Crozier) Ltd. o/a 'The Sleepy Owl'

("The Sleepy Owl")

- a n d -

The Corporation of the Town of Fort Frances

(collectively, the "The Town")

WHEREAS Section 11 (3) 7. Of the Municipal Act, 2001, S.O. 2001 as amended, grants authority to the Municipality to pass by-laws respecting matters regarding Structures, including fences and signs;

AND WHEREAS Section 391 (1) (c) of the Municipal Act, 2001, S.O. 2001 as amended, grants authority to the Municipality to pass by-laws imposing fees for the use of its property including property under its control;

AND WHEREAS The Corporation of the Town of Fort Frances is the registered owner of the lands and premises municipally known as 1003 Frog Creek Road, Fort Frances, Ontario ("1003 Frog Creek Road").

NOW THEREFORE in consideration of the mutual covenants contained herein, The Sleepy Owl and The Town (collectively, the "parties") agree as follows:

1. The Town agrees to permit an 8' x 16' sign owned by The Sleepy Owl to be installed at 1003 Frog Creek Road (Lat. 48 38.931'N and Long. -93 26.145'W) as depicted on Schedule 1.
2. The sign structure shall be securely built, constructed and erected to conform to the standards set forth in the Town of Fort Frances 'Sign By-law'.
3. The Owner of the sign shall at all times maintain the sign in a proper and safe state of repair and shall not allow or permit the sign to become dilapidated or unsightly. Where the Town finds the sign to be abandoned or in a state of disrepair, the Town, by notice in writing, order the Owner of the sign, to:
 - a. Remove the sign and all related structural components within a specified time period, as outlined in the written notice, or
 - b. Take such measures as are specified in the written notice to alter or refurbish the sign.
4. In the event that an existing sign is causing a public safety problem, is abandoned, in a state of disrepair and the Owner of the sign has not responded to the written notice, the Town has the authority to remedy the situation and may charge the invoice against the Sign Owner's tax roll and the debt shall be collectible and recoverable in a like manner as municipal taxes.
5. The land and the sites in and about where the billboard sign is located shall at all times be maintained in a neat and clean manner, free from all loose papers and rubbish and surrounding grass and brush must be kept trimmed.
6. The Owner of the sign shall pay to the Town an annual fee in accordance with the 'User Fee By-law'.
7. The Owner of the sign will indemnify and save harmless the Town of Fort Frances, its employees, agents and councilors from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Town arising out of or from anything done or omitted to be done by the Owner of the sign or any employee, officer, director or sub-contractor of the Owner of the sign.

8. The Owner of the sign agrees to provide the necessary insurance to the satisfaction of the Town of Fort Frances prior to commencement of any site works which shall include:
- a. Comprehensive General Liability insurance for a limit of no less than \$2,000,000 and naming the Town of Fort Frances as additional insured.
9. This agreement may be registered on/against title to 1003 Frog Creek Road and shall serve as perpetual notice to successors in title and otherwise.
10. This agreement shall be effective for a period of five years from the date first above written. A written request from the Owner of the sign for renewal for an additional 5 years must be received by the Town 30 days prior to expiration of this agreement. Failing receipt of request for renewal, this agreement will be deemed to terminate at the 5-year anniversary date. If the agreement terminates, the Owner of the sign will remove the sign immediately from the Town's property.
11. This Agreement shall ensure to the benefit of, and be binding upon, the parties and their respective heirs, executors, administrators, successors, and assigns.
12. This agreement may be terminated by either party upon 60 days written notice to the other party as follows:

The Town of Fort Frances
Town Clerk
320 Portage Avenue
Fort Frances, ON P9A 3P9

Goodday Wholesales (Crozier) Ltd
o/a The Sleepy Owl

Fort Frances, ON P9A _____

DRAFT

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED & DELIVERED)	
In the presence of:)	
)	
)	
_____)	_____ (seal)
Witness)	The Sleepy Owl
)	Goodday Wholesales (Crozier) Ltd.
)	
SIGNED, SEALED & DELIVERED)	
In the presence of:)	
)	
_____)	_____ (seal)
Witness)	Mayor, Town of Fort Frances
)	
_____)	_____ (seal)
Witness)	Clerk, Town of Fort Frances
)	

