



## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL REGULAR MEETING**

# **AGENDA**

**MONDAY, APRIL 25, 2022, 5:00 PM  
COUNCIL CHAMBER, CITY HALL**

#### **1. CALL TO ORDER**

#### **2. PRAYER**

#### **3. APPROVAL OF AGENDA**

#### **4. PRESENTATIONS & RECOGNITIONS**

#### **5. DECLARATION OF CONFLICT OF INTEREST**

#### **6. ADOPTION OF MINUTES**

6.1 March 28, 2022 City Council Meeting Minutes for Approval (MIN 22-29)

6.2 March 29, 2022 City Council Special Meeting Minutes for Approval (MIN 22-30)

#### **7. NOTICE OF PROCLAMATIONS**

7.1 Fibromyalgia Awareness Day - May 12, 2022

7.2 Moose Hide Campaign Day - May 12, 2022

7.3 Community Clean Up & Pitch In Week - May 1 - 7, 2022

7.4 Melanoma and Skin Cancer Awareness Month - May 2022

7.5 Guillain-Barre Syndrome & Chronic Inflammatory Demyelinating Polyneuropathy Awareness Month - May 2022

## **8. PUBLIC HEARINGS**

## **9. DELEGATIONS**

## **10. COMMUNICATIONS**

## **11. REPORTS OF ADMINISTRATION & COMMITTEES**

- 11.1 Development Permit Application – 1405 Bishop Pascal Place (RPT 22-171)
- 11.2 Sanitation Truck Tender 15/22 (RPT 22-144)
- 11.3 2022 - Capital Paving and Utility Infrastructure Replacement Program (RPT 22-176)
- 11.4 Golf Course Improvements (RPT 22-173)
- 11.5 Prince Albert Minor Baseball - Mair Park Lease Agreement (RPT 22-174)
- 11.6 Kinsmen Baseball Complex Naming Rights Agreements (RPT 22-178)
- 11.7 2022 Off-Leash Dog Park Development (RPT 22-180)
  - 11.7.1 Letter of Opposition - Proposed Off-Leash Dog Park (CORR 22-43)
- 11.8 Beautification 2022 (RPT 22-181)
- 11.9 Federal & Provincial Funding Application - Branch Library (RPT 22-184)
- 11.10 License Agreement - Prince Albert Slo-Pitch League (RPT 22-185)
- 11.11 Request for Funds from PA Slo-Pitch League Reserve (RPT 22-187)
- 11.12 2021 Revaluation One-Time Property Tax Abatement (RPT 22-148)
- 11.13 Auction Services Agreement - RFP #21/22 (RPT 22-179)
- 11.14 Contract Zoning Agreement Extension - TLS Lawn Care (RPT 22-157)
- 11.15 Assignment of New Home Construction Tax Incentive Agreement – 664 19th Street West (RPT 22-168)
- 11.16 Results of Tender #2/22 - Disposal of Land located at 418 7th Street East (RPT 22-169)
- 11.17 Bylaw No. 12 of 2022 - Rezoning Land - FUD - Future Urban Development to C4 Highway Commercial and P - Park & M3 - Large Lot Light Industrial to C4 - Highway Commercial (RPT 22-170)

- 11.18 Bylaw No. 13 of 2022 – Zoning Bylaw Review and Amendments (RPT 22-172)
- 11.19 Offer to Purchase 26 Hadley Road (RPT 22-182)
- 11.20 Prince Albert Elected Official Compensation Review Commission (RPT 22-188)
- 11.21 City Manager Appointment (RPT 22-191)
- 11.22 City Clerk Appointment (RPT 22-190)

**12. UNFINISHED BUSINESS**

**13. MAYOR & COUNCILLORS FORUM**

**14. INQUIRIES**

**15. INQUIRIES RESPONSES**

**16. NOTICE OF MOTION**

**17. MOTIONS**

- 17.1 Motion - Councillor Lennox-Zepp - Implementation of Truth and Reconciliation Commission of Canada's Call to Action No. 88 (MOT 22-5)
- 17.2 Motion - Councillor Head - Implementation of Truth and Reconciliation Commission of Canada's Call to Action No. 43 (MOT 22-6)
- 17.3 Motion - Councillor Head - Implementation of Truth and Reconciliation Commission of Canada's Call to Action No. 57 (MOT 22-7)

**18. PUBLIC FORUM**

**19. ADJOURNMENT**



City of  
**Prince Albert**

*MIN 22-29*

**MOTION:**

That the Minutes for the City Council Regular Meeting held March 28, 2022, be taken as read and adopted.

**ATTACHMENTS:**

1. Minutes



## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL REGULAR MEETING**

# **MINUTES**

**MONDAY, MARCH 28, 2022, 5:00 P.M.  
COUNCIL CHAMBER, CITY HALL**

**PRESENT:**

Mayor Greg Dionne  
Councillor Charlene Miller  
Councillor Terra Lennox-Zepp (Attended at 5:15 p.m.)  
Councillor Tony Head  
Councillor Don Cody  
Councillor Dennis Ogrodnick  
Councillor Blake Edwards  
Councillor Dawn Kilmer  
Councillor Ted Zurakowski

Terri Mercier, Acting City Clerk  
Sherry Person, Acting City Manager  
Kris Olsen, Fire Chief  
Wes Hicks, Director of Public Works  
Stacey Slater, Confidential Secretary (Excused at 5:55 p.m.)  
Mitchell J. Holash, Q.C., City Solicitor  
Jody Boulet, Director of Community Services  
Kiley Bear, Acting Director of Corporate Services  
Ramona Fauchoux, Acting Director of Financial Services  
Craig Guidinger, Director of Planning and Development Services

## **1. CALL TO ORDER**

Mayor G. Dionne called the meeting to order.

## 2. PRAYER

Mayor Dionne asked that all members stand and that the City Clerk offer the prayer.

## 3. APPROVAL OF AGENDA

0099. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Kilmer

That the Agenda for this meeting be approved, with the following amendment, and, that the presentations, delegations and speakers listed on the Agenda be heard when called forward by the Mayor:

1. That Correspondence from Brian Clavier received March 28, 2022, be added for consideration with Item No. 11.6.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Miller, Ogrodnick, Zurakowski and Mayor Dionne

Absent: Councillor Lennox-Zepp

**CARRIED UNANIMOUSLY**

## 4. DECLARATION OF CONFLICT OF INTEREST

## 5. ADOPTION OF MINUTES

0100. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Ogrodnick

That the Minutes of the Council Regular Meeting held March 7, 2022, be taken as read and adopted.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Miller, Ogrodnick, Zurakowski and Mayor Dionne

Absent: Councillor Lennox-Zepp

**CARRIED UNANIMOUSLY**

## 6. NOTICE OF PROCLAMATIONS

## 7. PRESENTATIONS & RECOGNITIONS

## 8. PUBLIC HEARINGS

## 9. DELEGATIONS

## 10. COMMUNICATIONS

## 11. REPORTS OF ADMINISTRATION & COMMITTEES

### 11.1 Social Services Bus Pass Program – Letter of Understanding (RPT 22-140)

0101. **Moved by:** Councillor Zurakowski  
**Seconded by:** Councillor Head

1. That the Letter of Understanding between The City and the Ministry of Social Services with regards to the Discounted Bus Pass Program for 2022/2023, be approved;
2. That the Mayor and City Clerk be authorized to execute the Letter of Understanding on behalf of The City, once prepared; and,
3. That the Mayor be authorized to send a letter to the Ministry of Social Services requesting an increase to the Discounted Bus Pass Program.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Miller, Ogrodnick, Zurakowski and Mayor Dionne

Absent: Councillor Lennox-Zepp

**CARRIED UNANIMOUSLY**

### 11.2 2022 Community Grant Program Recipients (RPT 22-114)

0102. **Moved by:** Councillor Ogrodnick  
**Seconded by:** Councillor Head

1. That the 2022 Community Grant Program Recipients, as attached to RPT 22-90, be approved;
2. That the authority to proceed with projects be granted to the successful applicants upon receipt of final approval from Saskatchewan Lotteries Trust Fund for Sport, Culture and Recreation; and,
3. That the Mayor and City Clerk be authorized to execute the 2022 Grant Agreements on behalf of The City, once prepared.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Miller, Ogrodnick, Zurakowski and Mayor Dionne

Absent: Councillor Lennox-Zepp

**CARRIED UNANIMOUSLY**

11.3 CMGC Sponsorship Agreements (RPT 22-128)

0103. **Moved by:** Councillor Head  
**Seconded by:** Councillor Cody

- 1. That the Cooke Municipal Golf Course Sponsorship Agreement between The City and TJ’s Pizza Inc. in the amount of \$5,000 for 2022 ending December 31, 2022, be approved;
- 2. That the Cooke Municipal Golf Course Sponsorship Agreement between The City and Chris Turner exp Realty in the amount of \$5,000 per year for two (2) years ending December 31, 2023, be approved; and,
- 3. That the Mayor and City Clerk be authorized to execute the Agreements on behalf of The City, once prepared.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Miller, Ogradnick, Zurakowski and Mayor Dionne

Absent: Councillor Lennox-Zepp

**CARRIED UNANIMOUSLY**

11.4 Prince Albert Minor Baseball Grand Slam Rebuild Campaign (RPT 22-130)

0104. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Zurakowski

- 1. That the Naming Rights Agreement between The City and Kinsmen Club of Prince Albert Inc. in the amount of \$60,000 for a period of six (6) years ending December 31, 2027, be approved;
- 2. That the Ball Fields located at Crescent Acres Community Club now be referred to as the Kinsmen Baseball Complex at Crescent Acres for the duration of the Agreement;
- 3. That one (1) field in the Kinsmen Baseball Complex at Crescent Acres be named the Fountain Tire Field;
- 4. That the Naming Rights Agreement between The City and Fountain Tire Prince Albert in the amount of \$9,000 for a period of three (3) years ending December 31, 2024, be approved; and,



5. That the Mayor and City Clerk be authorized to execute the Agreements on behalf of The City, once prepared.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

11.5 2022 Public Art Commission (RPT 22-133)

0105. **Moved by:** Councillor Ogrodnick

**Seconded by:** Councillor Miller

1. That the commission of the artwork titled "Passage Home" to be created by Artist Mary Longman be approved;
2. That \$123,000 in support of the commission, including installation and unveiling in Scarrow Plaza, be allocated from the Public Art Reserve, as approved in the Public Art Long Term Plan; and,
3. That the Mayor and City Clerk be authorized to execute an Agreement with the Artist on behalf of The City, once prepared.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

11.6 2022 Property Tax Bylaws (RPT 22-132)

11.6.1 Police Special Tax (CORR 22-33)

11.6.2 Roadways Special Tax, Police Special Tax and Snow Management Special Tax (CORR 22-35) (PRESENTED AT MEETING)

0106. **Moved by:** Councillor Cody

**Seconded by:** Councillor Kilmer

That the following Bylaws be given first and second readings:

1. Bylaw No. 7 of 2022;
2. Bylaw No. 8 of 2022;
3. Bylaw No. 9 of 2022;

4. Bylaw No. 10 of 2022; and,
5. Bylaw No. 11 of 2022.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0107. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 7 of 2022 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0108. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 7 of 2022 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0109. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 8 of 2022 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0110. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 8 of 2022 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski  
and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0111. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 9 of 2022 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski  
and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0112. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 9 of 2022 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski  
and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0113. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 10 of 2022 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Miller, Ogrodnick,  
Zurakowski and Mayor Dionne

Against: Councillor: Lennox-Zepp

**CARRIED (8 to 1)**

0114. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 10 of 2022 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Miller, Ogradnick, Zurakowski and Mayor Dionne

Against: Councillor: Lennox-Zepp

**CARRIED (8 to 1)**

0115. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 11 of 2022 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogradnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

0116. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 11 of 2022 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogradnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

11.7 Snow Management and Infrastructure Base Tax – City Council (RPT 22-139)

0117. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Edwards

That the Snow Management Special Tax be reviewed annually to determine if adjustments are required to appropriately fund the Snow Management Reserve.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogradnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

11.8 Disposal of 848 – 18<sup>th</sup> Street West (RPT 22-35)

0118. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Kilmer

- 1. That the vacant City owned property located at 848 – 18<sup>th</sup> Street West, legally described as Lot 30, Block 15, Plan No. B1026, Extension 15; Lot 31, Block 16, Plan No. B1026, Extension 16; and Lot 32, Block 15, Plan No. B1026, Extension 17, be offered for public tender;
- 2. That if a valid offer is received, the Mayor and City Clerk be authorized to execute the Sale Agreement and Transfer Authorization on behalf of The City, once prepared; and,
- 3. That if no valid offer is received, Administration will forward a report to City Council for further recommendation.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

11.9 Affordable Housing Program Application – River Bank Development Corporation (RPT 22-131)

0119. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Head

- 1. That the Affordable Housing Program Application made by River Bank Development Corporation in the amount of \$20,000, be approved, subject to:
  - a. The Applicant purchasing four (4) dwelling units within the City; and,
  - b. The Applicant entering into an Operating Agreement with The City for each respective property; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreements on behalf of The City, once prepared.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

11.10 Sale of Tax Title Property – 129 – 23<sup>rd</sup> Street West (RPT 22-134)

0120. **Moved by:** Councillor Head  
**Seconded by:** Councillor Cody

- 1. That the sale of 129 – 23<sup>rd</sup> Street West, legally described as Lot 51, Block N, Plan No. 102366648, Extension 0, to Glenn Ferguson, for \$57,150, plus Goods and Services Tax, be approved; and,
- 2. That the Mayor and City Clerk be authorized to execute the Sale Agreement and Transfer Authorization on behalf of The City, once prepared.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

11.11 Contract Zoning Agreement Extension – Western Asset Management (RPT 22-136)

0121. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Lennox-Zepp

- 1. That the Contract Zoning Agreement between The City and Western Asset Management Inc. to allow for an Office, Limited Agricultural Use and Indoor/Outdoor Storage, located at 1800 Riverside Drive, legally described as LSD 5, Section 7, Township 49, Range 26, west of the 2<sup>nd</sup> Meridian, Extension 8, for a five (5) year term from April 30, 2022 to April 30, 2027, be approved with the following condition:
  - a. Confirmation of applicable base taxes; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement and any other required documentation on behalf of The City, once prepared.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

11.12 Contract Zoning Agreement Extension – Paulsen & Son Excavating (RPT 22-137)

0122. **Moved by:** Councillor Zurakowski  
**Seconded by:** Councillor Miller

- 1. That the Contract Zoning Agreement between The City and Paulsen & Son Excavating Ltd. to rezone a portion of the property located at 2403 – 17<sup>th</sup> Avenue West, legally described as Parcel 3, Plan No. CD214, as shown in the attached location forming a part of the Agreement, from FUD – Future Urban Development to M1 – Heavy Industrial to accommodate the uses Asphalt Plant, Concrete Batch Plant and Storage Facility, for a five (5) year term from April 30, 2022 to April 30, 2027, be approved with the following condition:
  - a. Confirmation of applicable base taxes; and,
- 2. That the Mayor and City Clerk be authorized to execute the Contract Zoning Agreement and any other required documentation on behalf of The City, once prepared.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

11.13 Municipal Economic Enhancement Program – MEEP Funding Re-allocation (RPT 22-143)

0123. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Zurakowski

- 1. That the unspent funding from the Municipal Economic Enhancement Program in the amount of \$18,795.39, be re-allocated to fund Reconstruction of Park Pathways work completed in Year 2021;
- 2. That Administration forward a further report to allocate the unspent approved 2021 Capital Funding in the amount of \$18,795.39, that was approved for Reconstruction of Park Pathways in 2021, along with any other Capital Project Savings for consideration by members of Council; and,

3. That the Mayor and City Clerk be authorized to execute the Schedule B Project Plan Amendment Form and any other required documents on behalf of The City.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

- 11.14 SUMA – External Review of Property Tax System in Saskatchewan (RPT 22-145)

0124. **Moved by:** Councillor Zurakowski  
**Seconded by:** Councillor Cody

That the City participate with all other Saskatchewan Cities in the Saskatchewan Urban Municipalities Association's External Review of the Property Tax System in Saskatchewan at the approximate cost of \$3,125, to be funded from the Fiscal Stabilization Fund.

In Favour: Councillors: Edwards, Lennox-Zepp, Miller, Ogrodnick and Zurakowski

Against: Councillors: Cody, Head, Kilmer and Mayor Dionne

**CARRIED (5 to 4)**

- 11.15 Repealing Bylaw No. 6 of 2022 (RPT 22-109)

0125. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Edwards

That Bylaw No. 6 of 2022 be introduced and receive three (3) readings.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

0126. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Edwards

That Bylaw No. 6 of 2022 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**



0127. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Edwards

That Bylaw No. 6 of 2022 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

0128. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Edwards

That leave be granted to read Bylaw No. 6 of 2022 a third time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

0129. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Edwards

That Bylaw No. 6 of 2022 be read a third time and passed; and, that Bylaw No. 6 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

## **12. UNFINISHED BUSINESS**

12.1 Motion Councillor Head – Implementation of Truth and Reconciliation Commission of Canada's Call to Action No. 47 (MOT 21-16)

0130. **Moved by:** Councillor Head  
**Seconded by:** Councillor Miller

That the City implement the Truth and Reconciliation Commission of Canada's Call to Action No. 47.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

12.2 Motion Councillor Head – Implementation of Truth and Reconciliation Commission of Canada’s Call to Action No. 77 (MOT 21-17)

0131. **Moved by:** Councillor Head  
**Seconded by:** Councillor Zurakowski

That the City implement the Truth and Reconciliation Commission of Canada’s Call to Action No. 77.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

12.3 Motion Councillor Head – Implementation of Truth and Reconciliation Commission of Canada’s Call to Action No. 75 (MOT 21-18)

0132. **Moved by:** Councillor Head  
**Seconded by:** Councillor Zurakowski

That the City implement the Truth and Reconciliation Commission of Canada’s Call to Action No. 75.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

**13. MAYOR & COUNCILLORS FORUM**

**14. INQUIRIES**

**15. INQUIRY RESPONSES**

15.1 March 7, 2022 City Council Meeting Inquiry Responses (INQ 22-3)

0133. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Kilmer

That INQ 22-3 be received as information and filed.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

**16. NOTICE OF MOTION**

16.1 Councillor Head – Implementation of Truth and Reconciliation Commission of Canada’s Call to Action No. 43

That the City implement the Truth and Reconciliation Commission of Canada’s Call to Action No. 43.

16.2 Councillor Head – Implementation of Truth and Reconciliation Commission of Canada’s Call to Action No. 57

That the City implement the Truth and Reconciliation Commission of Canada’s Call to Action No. 57.

16.3 Councillor Lennox-Zepp – Implementation of Truth and Reconciliation Commission of Canada’s Call to Action No. 88

That the City implement the Truth and Reconciliation Commission of Canada’s Call to Action No. 88 “We call upon all levels of government to take action to long-term Aboriginal athlete development and growth, and continued support for the North American Indigenous Games, including funding to host the games and for provincial and territorial team preparation and travel”.

**17. MOTIONS**

17.1 Motion – Councillor Lennox-Zepp – Landfill Gases (MOT 22-4)

0134. **Moved by:** Councillor Lennox-Zepp  
**Seconded by:** Councillor Miller

That Administration provide a report regarding the costs and benefits of performing collection and combustion of landfill gases, as described in RPT 22-15.

In Favour: Councillors: Cody, Head, Kilmer, Lennox-Zepp, Miller and Ogradnick

Against: Councillors: Edwards, Zurakowski and Mayor Dionne

**CARRIED (6 to 3)**

**18. PUBLIC FORUM**

**19. ADJOURNMENT – 7:13 P.M.**

0135. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Head

That this Council do now adjourn.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller,  
Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

MAYOR GREG DIONNE      ACTING CITY CLERK

MINUTES ADOPTED THIS 25<sup>TH</sup> DAY OF APRIL, A.D. 2022.



City of  
**Prince Albert**

*MIN 22-30*

**MOTION:**

That the Minutes for the City Council Special Meeting held March 29, 2022, be taken as read and adopted.

**ATTACHMENTS:**

1. Special Minutes



## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL SPECIAL MEETING**

# **MINUTES**

**TUESDAY, MARCH 29, 2022, 5:00 P.M.  
COUNCIL CHAMBER, CITY HALL**

**PRESENT:**

Mayor Greg Dionne  
Councillor Charlene Miller  
Councillor Terra Lennox-Zepp  
Councillor Tony Head  
Councillor Don Cody  
Councillor Dennis Ogrodnick  
Councillor Blake Edwards  
Councillor Dawn Kilmer  
Councillor Ted Zurakowski

Terri Mercier, Acting City Clerk  
Sherry Person, Acting City Manager  
Kris Olsen, Fire Chief  
Wes Hicks, Director of Public Works  
Mitchell J. Holash, Q.C., City Solicitor  
Jody Boulet, Director of Community Services  
Ramona Fauchoux, Acting Director of Financial Services  
Wilna Furstenberg, Acting Director of Corporate Services  
Craig Guidinger, Director of Planning and Development Services

## **1. CALL TO ORDER**

Mayor Dionne called the meeting to order.

## 2. PRAYER

Mayor Dionne asked that all members stand and that the City Clerk offer the prayer.

## 3. APPROVAL OF AGENDA

0136. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Head

That the Agenda for this meeting be approved, as presented.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogradnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

## 4. DECLARATION OF CONFLICT OF INTEREST

## 5. REPORTS OF ADMINISTRATION & COMMITTEES

## 6. UNFINISHED BUSINESS

6.1 2022 Property Tax Bylaws - 3rd Reading (RPT 22-142)

0137. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That the following Bylaws be given third and final reading:

1. Bylaw No. 7 of 2022;
2. Bylaw No. 8 of 2022;
3. Bylaw No. 9 of 2022;
4. Bylaw No. 10 of 2022; and,
5. Bylaw No. 11 of 2022.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogradnick, Zurakowski and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0138. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 7 of 2022 be read a third time and passed; and, that Bylaw No. 7 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0139. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 8 of 2022 be read a third time and passed; and, that Bylaw No. 8 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0140. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 9 of 2022 be read a third time and passed; and, that Bylaw No. 9 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**



0141. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 10 of 2022 be read a third time and passed; and, that Bylaw No. 10 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Miller, Ogrodnick, Zurakowski and Mayor Dionne

Against: Councillor: Lennox-Zepp

**CARRIED (8 to 1)**

0142. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 11 of 2022 be read a third time and passed; and, that Bylaw No. 11 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

## **7. ADJOURNMENT – 5:07 P.M.**

0143. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Cody

That this Council do now adjourn.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY**

MAYOR GREG DIONNE      CITY CLERK

MINUTES ADOPTED THIS 25<sup>TH</sup> DAY OF APRIL, A.D. 2022.

***RPT 22-171***

**TITLE:** Development Permit Application – 1405 Bishop Pascal Place

**DATE:** April 13, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

1. That the Development Permit Application for the uses Catering Service, Child Care Centre, Health Clinic, Office, Private School and Public Assembly, to be located at 1405 Bishop Pascal Place, legally described as:

- Parcel Y, Plan BK339,
- Parcel 10 & E, Plan C167,
- Lots 1 – 10, Block 10, Plan M4701,
- Lot 9 – 13, Block 9, Plan E3538,
- Parcels 15 – 18, Plan 101353823,
- Lot 3 and 4, Block 8, Plan M4701,
- Lot J, Block 8, Plan 101353654,
- Lot G, Block 8, Plan 101353643, and
- Lot 5, Block 8, Plan 101833051,

be approved, subject to:

- a. The applicant submitting all required plans for review and approval by Administration; and,
- b. The applicant entering into a Landscape Agreement with the City; and,

2. That the Mayor and City Clerk be authorized to execute all necessary Agreements related to this application, on behalf of the City, once prepared.

**TOPIC & PURPOSE:**

The purpose of this report is to approve the Development Permit Application submitted by the Métis Nation – Saskatchewan (MN-S) for the redevelopment of 1405 Bishop Pascal Place (formerly known as Rivier Academy).

**BACKGROUND:**

In September 2018, a Development Permit was approved for the proposed redevelopment of Rivier Academy that would have seen the property turn into residential rental units (apartments), a care home, daycare, and at grade commercial businesses. Unfortunately, after the permit application was approved, progress slowed and eventually the development was discontinued.

In April 2022, the MN-S submitted a letter to the Planning and Development Services Department indicating that their purchase of Rivier Academy was moving forward. Administration met with their representatives to discuss the plans for the property, as well as the necessary permits/processes required for the project.

While MN-S's plans differ from the previous redevelopment plan, their proposal (attached) outlines a number of services that are easily accommodated by the existing zoning of this property. Some of the programs and services MN-S intends to offer are: Early Learning Centre, Child Care Centre, Children and Youth Activity Centre, Health Services Centre, and Educational Centre (GED/ABE/Pre-employment). This redevelopment project is expected to be completed in phases over a number of years.

It is important to note that because Administration has already had an opportunity to work through/assess the logistics of this type of redevelopment project at this site, a positive result of the previous application, most of the processes/permits required to move this project forward successfully have been identified. Some of the items identified previously that will need to be addressed now are:

- Consolidation of the 27 lots that form this property into 1;
- Purchase of a portion of 14th Street West, to be consolidated with the balance of the land. This portion of right-of-way was closed previously;
- A potential trade of a portion of rear lane for land, and an access and easement agreement; and
- Entering into a Landscape Agreement with the City regarding boulevard and site maintenance.

Because the proposed intensity of use of this site differs from the previous project (to a lesser and different extent), less municipal work (servicing upgrades) may be required to accommodate the property. Regardless, through the evaluation of the above noted permits and processes, as well as of the Development and Building Permits, MN-S and Administration may identify new items that need to be addressed, and these items will be managed accordingly.

The subject property is in the I1 – Institutional General zoning district and the purpose of this zoning district is to:

*“provide large parcels of land throughout the city to accommodate a diverse mixture of regional scale Institutional uses. Located along arterial and collector corridors, the intention of the I1 – Institutional General Zoning District is to ensure that larger scale uses such as schools and care facilities are appropriately accommodated within residential neighbourhoods and within the city”.*

In the I1 – Institutional General zoning district, Private School and Public Assembly are considered Discretionary Use – Council, so these two uses require City Council approval. The uses Catering Service, Child Care Centre, Health Clinic and Office are considered Permitted Uses.

## **PROPOSED APPROACH AND RATIONALE:**

### **Métis Nation Saskatchewan’s Proposal**

MN-S has submitted a Development Permit Application for the following uses: Catering Service, Child Care Centre, Health Clinic, Office, Private School and Public Assembly. These uses, along with a number of future uses that were identified as being options for MN-S, have been discussed and MN-S has indicated that the ones listed on this application support their short term plans, which are:

- Opening a Child Care Centre that will provide care for up to 50 children (Child Care Centre);
- Provide a space for the Riel Scouts to operate from (Public Assembly);
- Continue to allow for public, recreational activities in the gym and pool (existing Athletic and Recreation Facility – the pool, and Public Assembly – the gym);
  - A further conversation with the City will be taking place in the short term regarding the pool;
- Operate a commercial kitchen that will be used to prepare meals for the Child Care Centre, with the potential to expand to provide food services to Elders in the community (or facilitate a Catering Service); and,
- Provide office space for the Ma Faamii Centre, which is a program that will assist people in connecting with Metis and non-Metis service providers related to housing, employment, child care, health, food security, education, etc. (Health Clinic and Office).

The medium to long terms plans are also addressed in the letter and include:

- An Early Learning Centre (Child Care Centre and Private School);
- A Health Services Support Centre, which will provide mental health and addiction counselling services (Health Clinic and Office);
- Educational services providing Secondary, Post-Secondary and Pre-trade courses, for example: Adult Basic Education and GED courses (Private School and possibly Post-Secondary School);
- A Language and Cultural Centre (Private School and Office);
- An Elder Care Support Centre (Health Clinic and Office); and,
- A Housing and Homelessness Support Centre (Office and possibly Shelter).

### **Uses and Conditions of Approval**

The uses listed in the Recommendation section above accommodate MN-S’s short term plans, as well as a number of elements of MN-S’s long term plans with the exception of any Post-Secondary School or Shelter related uses, or any new uses/opportunities.

Speaking to the current design of the site, based on Administration’s conversations with MN-S

and the initial review of the proposed plans for the site, it appears that the short-term plans may be able to move forward without any major changes to the site. However, information is still required for review detailing the exact scope of their operations for this phase.

As the applicant moves forward with their long-term plans, they will be required to provide all drawings typically submitted as a part of a Development Permit application (i.e. Site Plan, Landscape Plan, and Grading & Drainage Plan), showing all of the proposed work that is required to accommodate their expanding uses.

The need for a Landscape Agreement is typical for sites of this size as it helps to ensure that the on-site and boulevard landscaping is maintained to the appropriate standard. This may not be something that is required immediately, but it will be required as part of the development in the future.

### **Future/Related Permits and Processes**

MN-S will need to consolidate the 27 individual lots that form this property into one single parcel, as well as complete a land sale and swap pertaining to 14th Street West and a portion of rear lane. These are items that were initiated with the previous permit application, are still required to be completed and will be addressed under a separate report.

MN-S has also inquired about the potential for tax relief as this development moves forward. Administration is currently gathering relevant information and will be providing Council with necessary information as appropriate/required.

### **Conclusion**

As the proposed use of the subject property conforms to the I1 – Institutional General zoning district and as Administration's initial review of MN-S plans did not identify any major obstacles for the redevelopment of this site, it is recommended that this Development Permit be approved.

### **CONSULTATIONS:**

The Department of Planning and Development Services remains in contact with the applicant in order to ensure that they are aware of all municipal requirements, and to manage expectations and timelines.

The Development Permit application has been reviewed by the Department of Public Works, Community Services, Financial Services, Fire and Emergency Services, and the Building Division for review and comment. No concerns were raised at this time.

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The applicant will be notified in writing of City Council's decision. If approved, Administration will continue to work with the applicant to ensure they are aware of, and meet, all relevant requirements.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no other options to the recommendation or any policy, financial or privacy implications to consider with this report.

**STRATEGIC PLAN:**

Throughout the Development Permit process, Administration has supported the Core Value of being accountable and transparent by providing accurate information to the public and applicant in a timely manner.

**OFFICIAL COMMUNITY PLAN:**

Schedule 16.1.1 of The City of Prince Albert Official Community Plan, identifies the subject land as Institutional, which:

*“allows for the use of land for publicly oriented facilities for use by residents and members of the public. Institutional uses allow for schools, community centres, community care centres, government offices and facilities, churches and detention facilities.*

*Institutional uses should be located throughout the City of Prince Albert, primarily along collector roads”.*

**PUBLIC NOTICE:**

Public Notice is required for consideration of this matter, pursuant to Section 10 of Public Notice Bylaw No. 24 of 2015. The following notice was given:

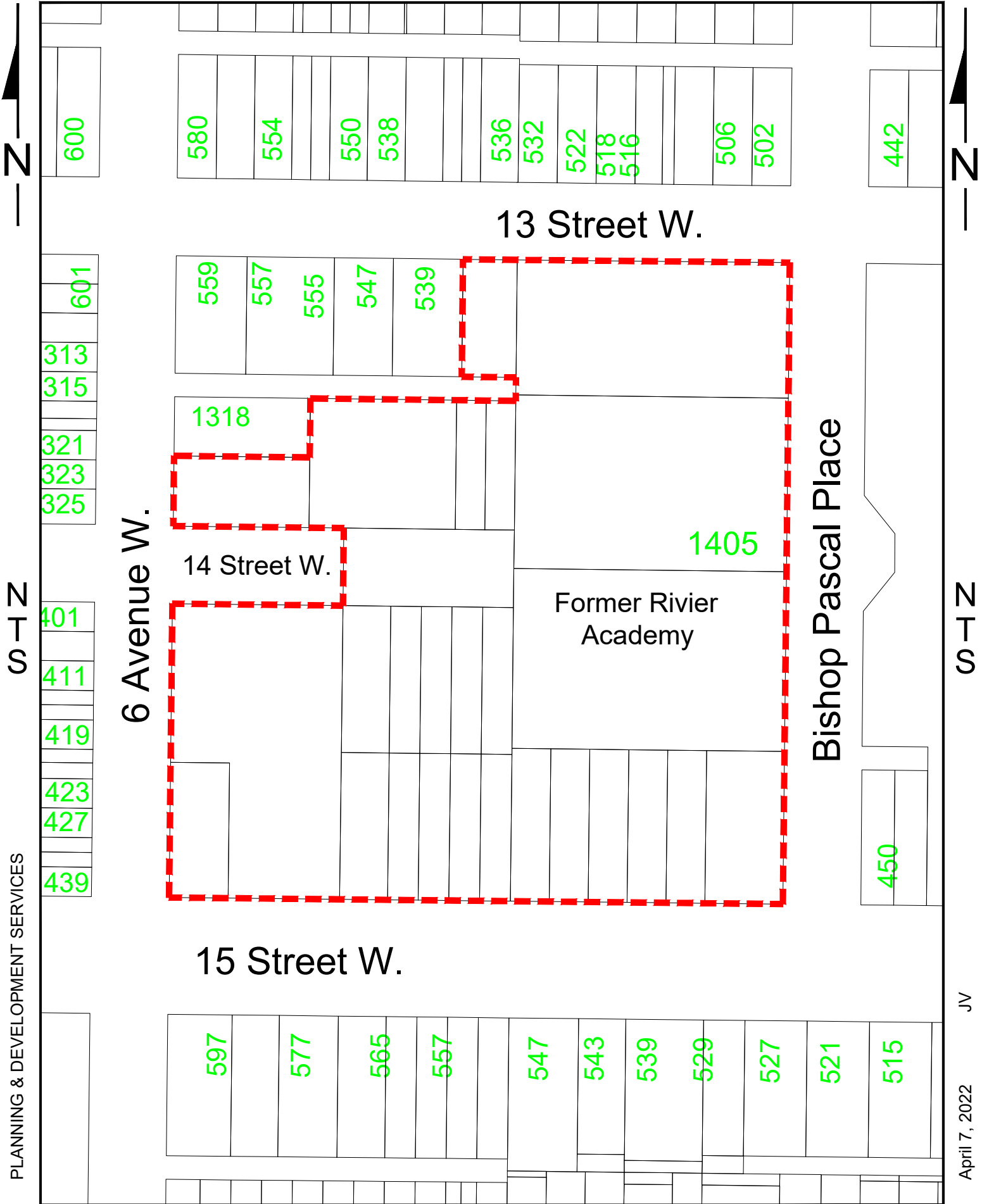
- Public Notice was provided to all land owners within 150 metres of the subject property on April 13th, 2022.

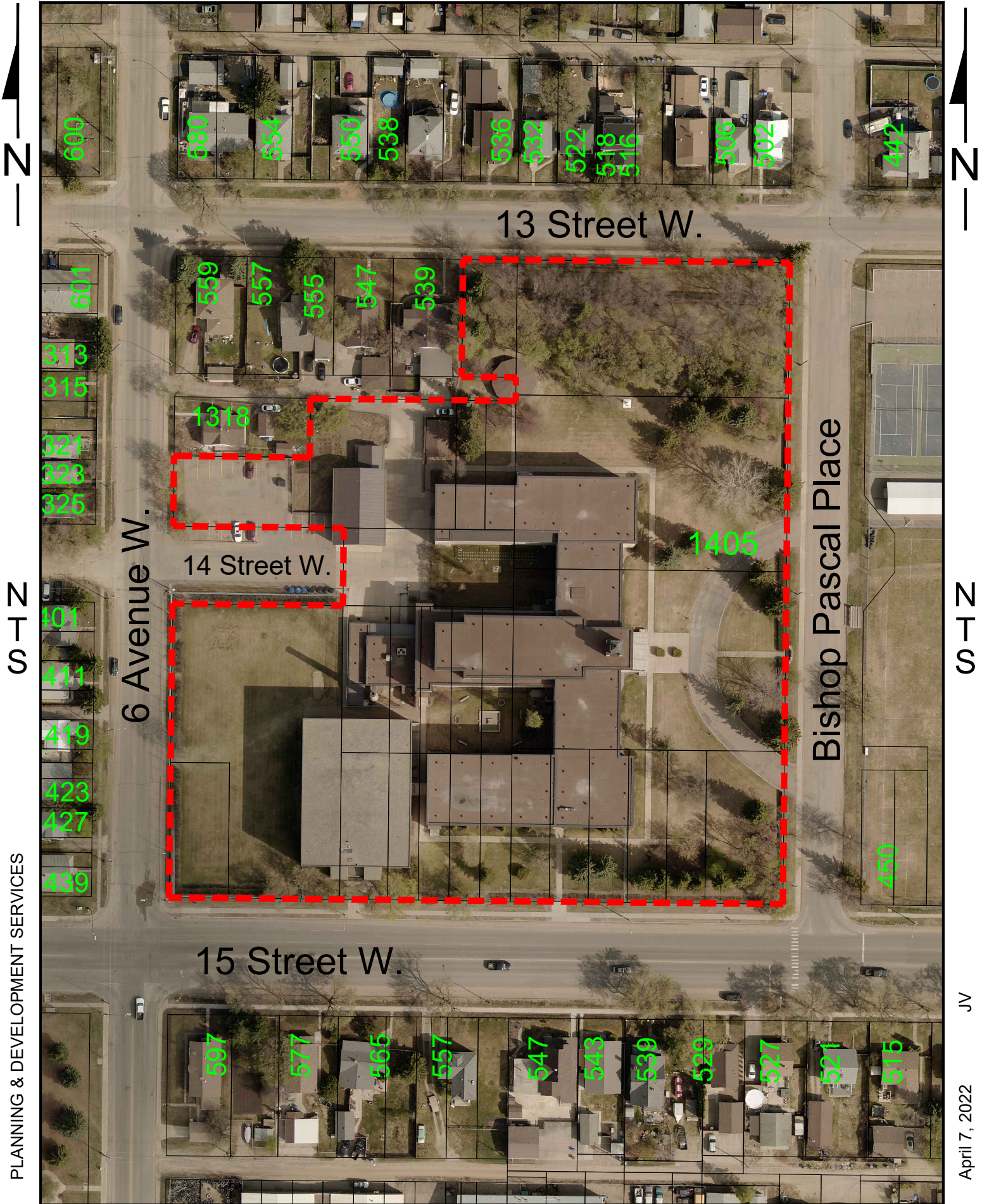
**ATTACHMENTS:**

1. Location Plan
2. Location Plan with Aerial
3. Public Notice Issued April 13th, 2022
4. Letter from the Applicant

Written by: Jordan Olmstead, Planner

Approved by: Director of Planning and Development Services & City Manager





PLANNING & DEVELOPMENT SERVICES

S - N

N

April 7, 2022 JV

S - N

N



Planning and Development Services  
1084 Central Avenue  
Prince Albert SK S6V 7P3  
Phone: (306) 953-4370  
Fax: (306) 953-4380

April 12, 2022

«Primary\_Owner»  
«Primary\_Owner\_Address»  
«Address2»  
«City» «STATE» «ZIP»

Dear Sir or Madam:

**Re: Discretionary Use Development Permit – 1405 Bishop Pascal Place  
Prince Albert, SK**

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The City of Prince Albert is in receipt of a Development Permit application for the above noted address, formerly known as Rivier Academy, legally described as:

- Parcel Y, Plan BK339,
- Parcel 10 & E, Plan C167,
- Lots 1 – 10, Block 10, Plan M4701,
- Lot 9 – 13, Block 9, Plan E3538,
- Parcels 15 – 18, Plan 101353823,
- Lot 3 & 4, Block 8, Plan M4701,
- Lot J, Block 8, Plan 101353654,
- Lot G, Block 8, Plan 101353643, and
- Lot 5, Block 8, Plan 101833051.

The applicant, Métis Nation – Saskatchewan, intends to purchase the building from the Sisters of the Presentation in order to expand their offices and presence in Prince Albert and area. The current Development Permit application is for the following uses: Private School, Public Assembly, Catering Service, Child Care Centre, Health Clinic and Office. These uses will accommodate the programs and services they intend to provide in the short term, which are detailed in the attached letter. As a landowner located within 75 meters of the proposed development, and as required by the *City of Prince Albert Public Notice Bylaw No. 24 of 2015*, you are being provided with written notice of the proposed development.

As the uses Public Assembly and Private School are considered discretionary in the I1 – Institutional General zoning district, the permit application must be approved by City Council. *The City of Prince Albert Zoning Bylaw No. 1 of 2019* defines Public Assembly and Private School as:

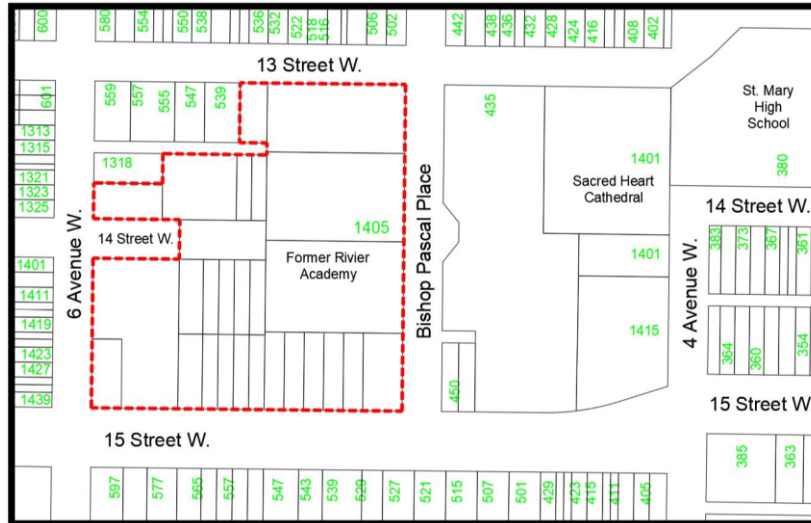
**“Public Assembly**

means the use of land, a building, structure, or a portion thereof, by the general public for cultural, social, or community purposes, which may include auditoriums, community halls, libraries, museums, and art galleries”.

**“Private School**

means the use of land, a building, or a portion thereof, which meets provincial requirements, but does not secure the majority of its funding from taxation or any government agency, for elementary, secondary, post-secondary or other forms of education and training. This may include vocational and commercial schools, music or dance schools, or other similar schools”.

The subject property is shown in a bold dashed line below:



Please be advised, as per Section 56(2) of *The Planning and Development Act, 2007*, City Council may approve a discretionary use application if the facts presented can establish that the use(s) will:

- 1) Comply with the provision of the Zoning Bylaw that pertain to the specific use or uses, including the intended intensity of use, applied for;
- 2) Comply with the development criteria listed in the Zoning Bylaw for that particular use;
- 3) In the opinion of City Council, be compatible with the existing development in the immediate area of the proposal; and,
- 4) Comply with all relevant Provincial land use policies.

**Therefore, City Council, at its meeting to be held on Monday, April 25<sup>th</sup>, 2022 at 5:00 p.m., will consider submissions respecting the above noted application and review criteria. In accordance with the *City of Prince Albert Procedure Bylaw No. 26 of 2014*, all submissions in this regard must be provided to the City Clerk. If you would like your submission reviewed by City Council PRIOR to the meeting, it would be preferable if it was provided to the City Clerk’s Office by 4:45 p.m. on Tuesday, April 19<sup>th</sup>, 2022. Submissions can be emailed to [cityclerk@citypa.com](mailto:cityclerk@citypa.com) or mailed to the City Clerk’s Office, 1084 Central Avenue, Prince Albert SK S6V 7P3.**

If you have any questions regarding this application, please do not hesitate to contact Planning and Development Services at 306-953-4370.

Yours truly,

Jorden Olmstead, Planner

Enclosure



Kelly Pruden  
Executive Project Manager  
Metis Nation-Saskatchewan  
310-20 Street East  
Saskatoon SK. S7K 0A7  
Ph: 306-230-8839  
Email: Kelly.pruden@mns.work

March 29 2022

Craig Guidinger  
Director-Planning and Developmental Services  
City of Prince Albert  
1084 Central Ave.  
Prince Albert SK. S6V 7P3

**Re: 1405 Bishop Pascal Place Developmental Permit Application**

Dear Director Guidinger

The Metis Nation-Saskatchewan (MN-S) is pleased to advise you of an accepted offer to purchase 1405 Bishop Pascal Place by the MN-S from the Sisters of the Presentation. We are currently in the due diligence and condition removal phase of the transaction. The MN-S is confident of condition removal and anxious to proceed with the repurposing of the property.

The repurposing will see an emphasis on social development and educational activities. Our internal planning is focused on the development of:

- Early Learning Center
- Child Care Center
- Children and Youth Activity Center
- Health Services Support Center
- Educational Center (GED/ABE/Pre-employment)

Metis Nation-Saskatchewan (MN-S)  
310-20 Street East  
Saskatoon SK. S7K 0A7  
306-343-8391  
[metisnationsk.com](http://metisnationsk.com)



- Social Development - Ma Faamii Individual and family wrap around support Center
- Language and Culture Center
- Elder Care Support Center
- Housing and Homelessness Support Center

In addition to implementing the mentioned services, the MN-S has interest in continuing community access to the pool and gymnasium. It is not our intention to remove such a valuable resource from the larger community and we are open to flexible accommodations in this regard.

The planned MN-S services will benefit the City of Prince Albert in many ways. Firstly, a staged large-scale-multi-year renovation will benefit the community by the purchase of local goods and services from local businesses and the employment of local skilled trades. Secondly, as the programs are staffed, employment opportunities will create economic growth to Prince Albert as the Centre is gradually staffed with an anticipated staff contingent of 50 FTE positions. Thirdly, within the planned usage, the MN-S envisions access to a broad range of programs and services to not only Metis Citizens of Prince Albert but the surrounding rural and Northern communities and most importantly acting as a Northern hub of service delivery. This hub will increase the number of visitors to the City and create social and economic benefits as a result.

We are available at your convenience to discuss the matter in further detail understanding the matter is time sensitive with condition removal scheduled for May 6, 2022.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Kelly Pruden".

Kelly Pruden  
Executive Project Manager  
Metis Nation-Saskatchewan

Metis Nation-Saskatchewan (MN-S)  
310-20 Street East  
Saskatoon SK. S7K 0A7  
306-343-8391  
[metisnationsk.com](http://metisnationsk.com)

**RPT 22-144**

**TITLE:** Sanitation Truck Tender 15/22

**DATE:** **March 24, 2022**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That Tender 15/22, for the purchase of a new Sanitation Truck, be awarded to Superior Truck at a total cost of \$443,119.77 which includes PST and GST, this being the low bid that meets all specifications, with funds coming from Equipment Replacement Reserve.
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of the City.

**TOPIC & PURPOSE:**

That the Sanitation Truck tender 15/22 be accepted by council as recommended and awarded to Superior Truck at a cost of \$399,207.00 plus \$23,952.42 PST and \$19,960.35 GST. This being the low bid best meeting specifications. The budgeted amount approved by council was \$420,000. The city recovers the GST but not the PST, so with PST the total cost will be \$423,159.42. This tender is \$3,159.42 over budget, with the additional funds coming from the Equipment Replacement Reserve.

**BACKGROUND:**

The City of Prince Albert Sanitation department operates ten sanitation trucks. Seven of these trucks are used for residential waste collection with one small manual side load truck used to collect waste from waste receptacles around town, and two manual rear loader truck used for picking up yard waste in the summer time.

One of the seven residential waste trucks went into service in 2008, one in 2012, one in 2014, one in 2016, one in 2017, one 2020 and one in 2021.

The replacement of unit 67, a 2009 Freightliner sanitation truck, was approved in the 2022 Capital Budget for \$420,000. The low bid meeting specifications is over budget by \$3,159.42 when PST is included in the total price. These additional funds will be funded from positive variances from other equipment purchased from the Equipment Replacement Reserve in 2022.

This tender closed March 17th 2022 and had three suppliers submit four different trucks for this tender. One tenders was under budget with numerous specification deviations. The second low bid tender from Superior Truck is the tender meeting specifications and best suits the city's needs. The complete Sanitation Truck Tender Evaluation is attached.

The Sanitation department has gone to tandem axle trucks to increase department efficiencies by increasing the amount of waste each truck can legally haul and reduce the number of daily trips to the landfill.

### **PROPOSED APPROACH AND RATIONALE:**

Unit 67, a 2009 Freightliner Heil waste truck that went into service in September of 2008. It currently has 15,100 hours and 207,000 km. The City's replacement schedule on this type of equipment is approximately ten years or 12,000 to 15,000 hours. This is generally a good time to replace the unit as at this time the rebuild costs are worth more than the truck is worth and the recovery of the investment would not be recovered before other major costs would be incurred.

One truck is always a spare so that it can be in service while the shop is servicing or repairing other trucks. The Heil trucks, which are currently the majority of our fleet, usually need the side loader mechanism rebuilt every 2500 to 3000 hours, the packer mechanism rebuilt at 4000 to 5000 hours and the floor rebuilt around the 10,000 to 12,000 hour area. These rebuild normally pull a truck out of service for a full two weeks, as long as a mechanic can be dedicated to the vehicle. The city likes to dispose of the trucks at approximately 12,000 hours or just before a major rebuild of the side loader mechanism, the packer mechanism and the floor of the packer. Also at this time the trucks power train is close to rebuild time.

In the evaluation is the price of an all electric sanitation truck from Lion Electric. As you will notice the total price is \$836,402.14 for this unit. The pricing for this truck is fairly standard of electric vehicle pricing compared to conventional vehicles.

### **CONSULTATIONS:**

The sanitation truck operators, mechanics and management have had discussions to ensure this unit would meet their needs before tendering.

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Once council has approved this report, the Purchasing Manager will issue the successful suppliers a purchase order.

### **FINANCIAL IMPLICATIONS:**

This unit is over budget and the funds are coming from the fleet equipment reserve. There have been several purchases from the 2022 replacement budget with savings that will cover this over expenditure. At the end of 2022 the Equipment Reserve balance estimate is approximately \$4,305,374.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no other considerations for; Policy implications, Privacy Implications, Official Community Plan or Options to Recommendations.

**STRATEGIC PLAN:**

The City strives to align priorities and initiatives to the corporate strategies and deliver municipal services in cost-effective ways.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**PRESENTATION:**

None

**ATTACHMENTS:**

1. Sanitation Truck Tender Evaluation

Written by: Robert Snowdon Fleet Manager

Approved by: Operations Manager; Director of Public Works; City Manager

### Sanitation Truck Tender Evaluation

ITEM TENDERED Sanitation Truck											ITEM 15-22	TOTAL COST WITH ALL TAXES
SUPPLIER	MAKE	BODY	SPEC DEVIATIONS	SPEC DEVIATIONS	SPEC DEVIATIONS	SPEC DEVIATIONS	SPEC DEVIATIONS	SPEC DEVIATIONS	TRUCK	COST WITH PST	TOTAL COST WITH ALL TAXES	
Fer-Marc Equipment	2021 Freightliner M2-106	Heil Durapack Rapid Rail	G) 242 WB	72) 9.2 cu. Yds.	75) no 1/2 AR400 floor	90) no dual finger pressure	107) chrome shafts	108) no cushion tailgate cyl	\$379,728.08	\$402,511.76	\$421,498.08	
			109) cylinder construction	113) 3250 PSI	114) tank heater	130) Steel fenders						
Superior Trucks	2023 Freightliner M2-106	Scorpion							\$399,207.00	\$423,159.42	\$443,119.77	
Superior Trucks	2023 Freightliner M2-106	2022 Spartan 300							\$401,059.00	\$425,122.54	\$445,175.49	
Lion Electric	Lion Electric								\$744,380.30	\$789,043.12	\$836,402.14	



**RPT 22-176**

**TITLE:** 2022 - Capital Paving and Utility Infrastructure Replacement Program

**DATE:** April 14, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That this report be received as information and filed.

**TOPIC & PURPOSE:**

To provide City Council with the 2022 Capital Paving and Utility Infrastructure Replacement Program.

**BACKGROUND:**

At the May 3, 2021 City Council meeting, it was resolved;

*0178 5. That Administration provide annually, to the City Council meeting following April 15, a report on the intended Work Plan for the Capital Paving and Utility Infrastructure Replacement Program for the construction season;*

**PROPOSED APPROACH AND RATIONALE:**

**Selection Process**

Each year, the selection for the capital paving and utility infrastructure replacement program is completed utilizing the following criteria.

1. Budget

- The Roadway Recapping budget for 2022 is \$4,100,000.
- The Roadway Recapping 2021 carry forward budget is \$227,744.
- The Watermain Replacement budget for 2022 is \$1,400,000.
- The Watermain Replacement 2021 carry forward budget is \$35,955.
- The Sanitary and Storm Sewer Replacement budget for 2022 is \$750,000.
- The Sanitary and Storm Sewer Replacement 2021 carry over budget is \$84,701.
- The Land Fund Budget for 2022 is \$700,000.
- The Community Services Budget for miscellaneous paving projects is \$294,000.

2. Underground Utility Program – Administration when making the selections for underground utility replacement strive to select roads that require utility reconstruction as well as pavement rehabilitation. The exception to this is when emergent utility replacement is required.
3. Visual Inspection After Spring Thaw – Roadway sections that were not identified for immediate rehabilitation may be added to the program after spring conditions deteriorate them. This is visually noted by frost boils and structural failures. Due to the extended winter conditions experienced this year, this has not taken place.
4. Roadway Condition Rating (PQI) – Administration utilizing the Pavement Management System, selects the roadways that meet both the criteria of requiring treatment and maximizing the roadways receiving the treatments.

### **2022 Capital Paving and Utility Replacement Program**

The attached map titled “City of Prince Albert 2022 Capital Projects” identifies the locations of the paving projects and the utility projects.

The paving and utility projects are effected by their respective budgets. This year will see an increase in costs due to carbon tax, inflation, and an extremely volatile market which has directly impacted the price of underground infrastructure material, fuel cost, concrete and we are anticipating the cost of asphalt. At the time of this report it is unknown how these increases will affect the capital programs and the programs may have to be reduced to meet the allocated budgets.

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

1. The City will provide a letter by the first week in May informing the residences that their street is included in the current years Capital Utility replacement program or locations within the paving program that will directly affect businesses. This will not include sewer relining which does not impact the surface. If the removal of more than three (3) trees per block is included within the project scope, it will be identified within the letter.
2. The City will provide additional clarification on the City’s website to identify the Capital Utility Replacement Program locations.
3. 10 days prior to the start of the utility replacement project, the City will provide a letter to the residents / businesses advising of the project specific details including estimated timelines.
4. Administration strives to provide a letter to residents 3 days prior to roadways projects that do not include utility replacement.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no Policy, Financial or Privacy Implications, Official Community Plan or Options to Recommendation

**STRATEGIC PLAN:**

The 2015 City of Prince Albert 5 year Strategic Plan includes; Sustainable Plan for the replacement of the aging infrastructure in the City including water mains, storm mains, sewer mains, sidewalks and roadways and Continuous upgrades to improve the service delivery to the City's Website.

**PUBLIC NOTICE:**

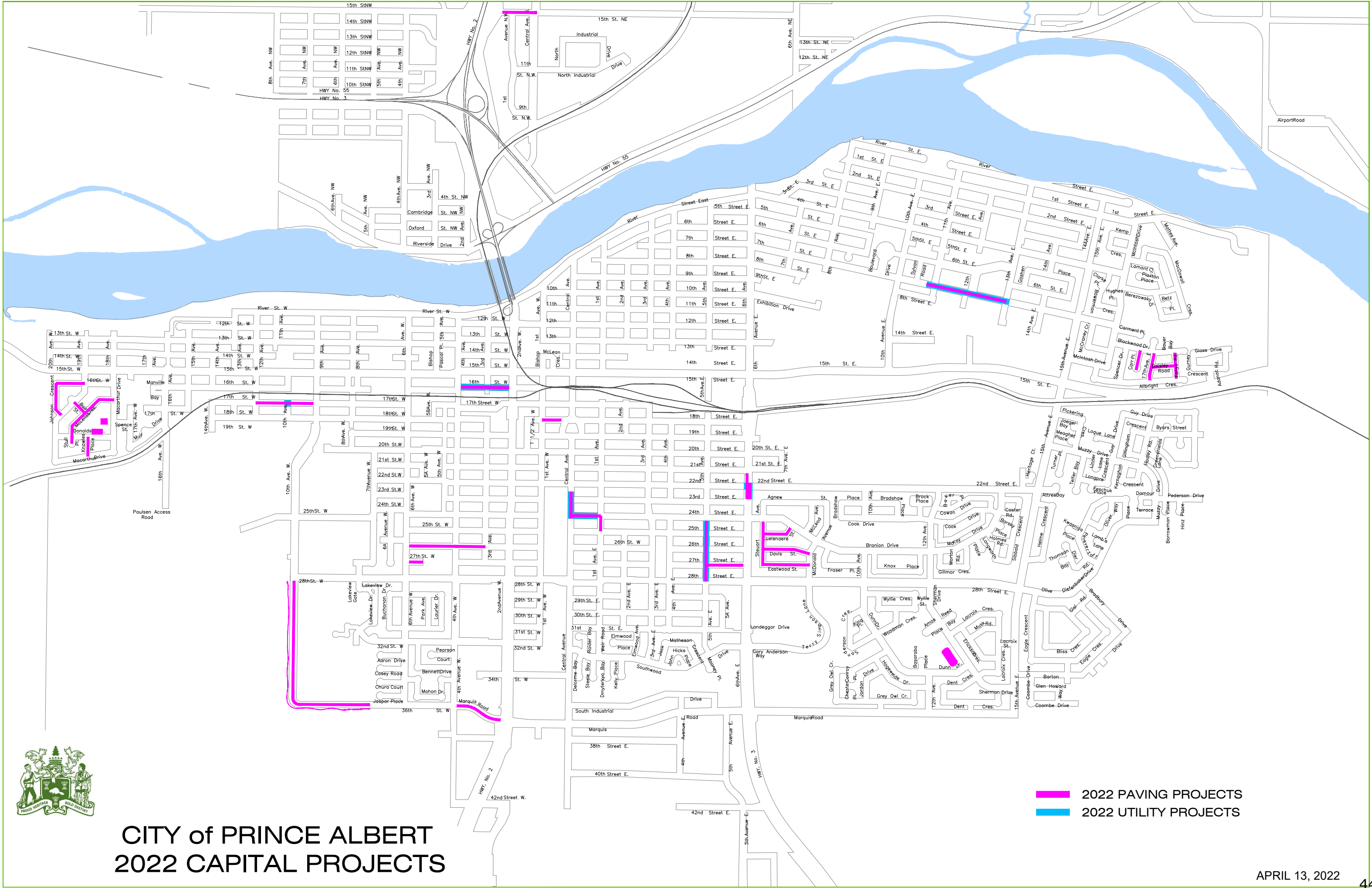
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**ATTACHMENTS:**

1. 2022 Paving & Utility Projects Map

Written by: Nykol Miller, Capital Projects Manager

Approved by: Director of Public Works & City Manager



█ 2022 PAVING PROJECTS  
█ 2022 UTILITY PROJECTS



# CITY of PRINCE ALBERT 2022 CAPITAL PROJECTS

***RPT 22-173***

**TITLE:** Golf Course Improvements

**DATE:** April 13, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That the Bunker Renovation Plan, as attached to RPT 22-146, be approved;
2. That a Request for Proposal be issued to select the contractor and confirm the funding allocation for the Bunker Renovation Project;
3. That the 2022 Golf Course Pathway Improvement Plan, as outlined in RPT 22-146, be approved; and,
4. That Administration forward the public report regarding the results of the Bunker Renovation Project Request for Proposal, to the Golf Course Advisory Committee for review prior to City Council's consideration.

**ATTACHMENTS:**

1. Golf Course Improvements (RPT 22-146)

Written by: Golf Course Advisory Committee

**TITLE:** Golf Course Improvements

**DATE:** **March 28, 2022**

**TO:** Golf Course Advisory Committee

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That the Bunker Renovation Plan as attached to this report be approved.

That a Request for Proposals be issued to select the contractor and confirm the funding allocation for the Bunker Renovation Project.

That the 2022 Golf Course Pathway Improvement Plan be approved.

**TOPIC & PURPOSE:**

The purpose of the report is to outline the proposed Golf Course Improvements beginning with the 2022 Season.

**BACKGROUND:**

The Golf Course Advisory Committee Work Plan was forwarded to City Council for approval following the February 7, 2022 Advisory Committee meeting. City Council subsequently approved the Work Plan at the March 7, 2022 meeting. The approved Work Plan provides an outline of the main areas of consideration for the Golf Course Advisory Committee, as follows:

- Golf Course Improvements
- Elks Club Donation
- Rates & Fees

Management committed to providing recommendations regarding the investment of the funding available in 2022 for Golf Course Improvements for consideration at the April 7, 2022 Golf Course Advisory Committee meeting.

## PROPOSED APPROACH AND RATIONALE:

As recommended by the Golf Course Advisory Committee, the following was approved to be allocated to the Golf Course Improvements Reserve beginning with the 2022 Budget:

- Annual Sponsorship Funding for Cooke Municipal Golf Course to the Golf Course Improvements Reserve. This is estimated to be \$60,000 - \$75,000 annually.
- \$50,000 of the annual revenue generated through Pathway Fees and Cart Rentals will be allocated to the Golf Course Improvements Reserve for the purpose of Pathway Reconstruction and Repair.

This funding allocation in combination with the annual operational surplus will allow the opportunity to proceed with further Golf Course improvements beginning with the 2022 season. Further information regarding the status of the Golf Improvements Reserve is outlined under the Financial Implications section of this report.

The next areas of focus for Golf Course Improvements includes the Bunker Renovation Plan and Pathway Reconstruction & Repair.

### Bunker Renovation Plan

At the September 19, 2019 Golf Course Advisory Committee meeting, the following resolution was approved in support of the Bunker Renovation Plan:

*“That the Bunker Renovation Plan, along with the attached budget & summary, be supported in principle, as a natural progression through the Asset Management Plan for the Cooke Municipal Golf Course.”*

Subsequent approval by members of Council was received for the above resolution at the October 7, 2019 Executive Committee meeting.

The draft plan was developed in 2019 in conjunction with Wade Horrocks, Golf Course Architect. Wade specializes in developing strategies for the placement and design of bunkers. A preliminary review of the state of the bunkers at Cooke Municipal Golf Course was completed in August 2019 as a starting point for discussion purposes by the Golf Course Advisory Committee. As a result of the review, the Committee endorsed the draft plan so that the funding requirements and project schedule could be determined. During the review in 2019, it was also recommended to complete the project in two phases with an overall estimated budget of \$350,000.

Management recently revisited this plan in March 2022. Attached to this report is a copy of the updated Bunker Renovation Plan, Project Summary & Phasing Plan. The below Construction Sequence is recommended for Phase 1 & Phase 2 as follows:

Phase 1 (Fall 2022):

- Holes 4, 8, 17, 15, 16, 3, 7

Phase 2 (Spring 2023 or pending available funding):

- Holes 13, practice bunker, 12, 11, 10, 9, 6

Estimated Project Schedule:

- Detailed Design & Construction Documents issued through a RFP – Spring 2022 – 4 weeks
- Contract Award – Spring 2022 – 4 weeks
- Phase 1 Construction – Fall 2022 – August 15<sup>th</sup> to October 31<sup>st</sup> – 11 weeks
- Phase 2 Construction – Spring 2023 – April 17<sup>th</sup> to June 2<sup>nd</sup> – 7 weeks

It is important to note that the budget & project schedule will be confirmed through the Request for Proposals process. By endorsing the plan and construction sequence, Management will be able to proceed in 2022 once the RFP results are compared to the available funding within the Golf Course Improvements Reserve. Upon receiving approval to proceed at the April 7<sup>th</sup> Golf Course Advisory Committee meeting, the successful contractor & funding allocation will be awarded at the June 13<sup>th</sup> City Council meeting.

### Golf Course Pathway Improvements

There is a significant deficit with respect to reconstruction & repair to the network of pathways. The 2022 Season will represent the 19<sup>th</sup> year since any paving improvements have been completed on the golf course. \$50,000 has been approved in the 2022 budget to assist with the designated improvements beginning in 2022. The goal is for annual funding to be provided in support of pathway improvements in consultation with the Golf Course Advisory Committee. To initiate the process, Management has outlined a preliminary schedule from 2022 – 2025 as attached to this report.

### 2022 Asphalt Plan:

- This area serves as one of the most highly visible and travelled intersections.
- Improvements were made in the Fall of 2021 by shifting traffic to the North of the 9<sup>th</sup> green to prevent congestion at the 5<sup>th</sup> green & 9<sup>th</sup> green site.
- With the completion of the renovations to the pond and green on hole 5, paving of the paths can occur to finish the project.
- The pathway from the 5<sup>th</sup> green to the 6<sup>th</sup> tee is prone to washouts during rain events. Asphalt will remedy this issue.



#### 2023 Asphalt Plan:

- This area is another highly visible and frequently travelled intersection by golfers and the Golf Course staff.
- Shifting the path to the South on hole 18 once it is passed the forward tee allows for the connection to the existing path and the elimination of the sections of asphalt that are deteriorating on the existing path.

#### 2024 Curbing Plan:

- The proposed plan for 2024 includes the installation of curbing to the areas completed in 2022 & 2023 around tees and greens.
- Curbing is typically formed and installed once the asphalt area is finished. Curbing is essential around feature areas to prevent pathways from growing wider.

#### 2025:

- This area is included for discussion purposes to determine if a re-configuration of the pathway leading from the 2<sup>nd</sup> green to the 3<sup>rd</sup> tee is desired.

As the annual funding allocation is available Management will continue to present a 3 year plan for pathways based on the feedback received from the Golf Course Advisory Committee.

#### **CONSULTATIONS:**

The Golf Course Advisory Committee is comprised of representatives from the member clubs at Cooke Municipal Golf Course. Each representative reports back to their respective membership on any items of interest for feedback and input.

#### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Upon approval of the recommendations, Management will proceed as directed and provide a further update to the Golf Course Advisory Committee at the next meeting on September 1<sup>st</sup>.

#### **FINANCIAL IMPLICATIONS:**

As recommended by the Golf Course Advisory Committee, the following was approved in the 2022 budget for Cooke Municipal Golf Course:

*"1. That a four percent (4%) increase to the 2022 Rates and Fees for Cooke Municipal Golf Course, as attached to RPT 21-393, be approved;*

*2. That the annual Sponsorship Funding for Cooke Municipal Golf Course be allocated to the Golf Course Improvements Reserve; and,*

3. That \$50,000 of the annual revenue generated through Pathway Fees and Cart Rentals be allocated to the Golf Course Improvements Reserve for the purpose of Pathway Reconstruction & Repair.”

Below is the projected balance of the Golf Course Advisory Committee ending with the 2022 Season. The Reserve Summary itemizes the funding allocations and all approved transactions.

Golf Course Improvements Reserve

	<u>2021</u>	<u>2022</u>
<b>Beginning Balance</b>	<b>(\$107,165)</b>	<b>(\$123,875)</b>
Transfer to Reserve – (Surplus)/Deficit	(\$97,767)	(\$39,000)
Sponsorship	(\$47,500)	(\$75,000)
Elks Club Donation	(\$26,000)	(\$26,000)
Pathway Fees & Cart Rentals		(\$50,000)
Create A Legacy Wall	\$26,557	
Repair of Stonewall & Tee Signs	\$65,000	
Pathway Reconstruction & Repair		\$50,000
Long-term Debt Payment – Irrigation	\$63,000	\$65,000
<b>Projected Balance</b>	<b>(\$123,875)</b>	<b>(\$198,875)</b>

It is important to note that 2022 will serve as the last year of the current 5 year term for the Elks Club Donation. City Council will consider the Elks Club’s wishes in the event the Club continues to request a donation to a City owned asset. An update will be provided to the Committee at a future meeting once the status of the Elks Club donation is confirmed.

The projected 2022 operational surplus may also be conservative and is based on a review of the previous seasons where a surplus has been realized. If we experience conditions similar to 2021, there could be an increase to the operational surplus allocated to the Golf Course Improvements Reserve which would assist with the overall funding available for Golf Course improvements.

It is anticipated that the Sponsorship revenues will return to pre-pandemic levels. The increase to \$75,000 is included for 2022. Success in securing additional sponsorship revenues has

been achieved in conjunction with the Head Professional and the Marketing & Sponsorship Coordinator.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no policy or privacy implications or any further options for consideration.

**STRATEGIC PLAN:**

Fiscal Management and Accountability - The Golf Course Advisory Committee serves as a community based group that considers relevance and efficiency.

Corporate Sustainability - Administration and City Council depends on their user groups to enhance decision-making.

**OFFICIAL COMMUNITY PLAN:**

The Decision Making Section of the Official Community Plan highlights the importance of a community based advisory group and support initiatives outlined in the Plan.

In addition, Section 5, Sustainability outlines the goal to embrace a collaborative planning process that involves all stakeholders.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**PRESENTATION:** Verbal – Jody Boulet, Director of Community Services

**ATTACHMENTS:**

1. Bunker Renovation Summary - Project Summary
2. 2022 Asphalt Plan
3. 2023 Asphalt Plan
4. 2024 Curbing Plan
5. 2025 Asphalt Plan

Written by: Jody Boulet, Director of Community Services

Approved by: Acting City Manager

# Phasing Plan

- Phase 1 - Fall 2022
- Phase 2 - Spring 2023

# Bunker Renovation Plan - Project Summary

## Phase 1

- Hole 3**
- Bunker constructed in 2018 remains.
  - Bunker 100yds right side removed
  - Bunker 100yds left side reconstructed
  - Greenside bunkers front right and back right reconstructed
  - Remove back left greenside bunker

**Hole 4**

- Greenside bunker front and back right reconstructed
- Remove right bunker - create area to direct balls back into play or slow from going into bush

**Hole 7**

- Add fairway bunker 50yds right side short of green
- Covert grass bunker to sand bunker left greenside
- Renovate back right grass bunker

**Hole 8**

- Remove front center bunker (replace with soft roll)
- Convert grass bunker back right into sand bunker

**Hole 15**

- Reconstruct right greenside bunker
- Grass bunker left side greenside remains

**Hole 16**

- Reconstruct front left greenside bunker
- Replace right greenside bunker with low-mow grass swale

**Hole 17**

- Remove left greenside bunkers
- Reconstruct front right bunker
- Combine two back bunkers into one bunker

## Phase 2

**Hole 6**

- Remove fairway bunkers both right and left side
- Renovate right greenside grass bunker (remove front 1/3<sup>rd</sup> portion)

**Hole 9**

- Remove fairway bunker right side
- Add new fairway bunker left side

**Hole 10**

- Remove fairway bunker

**Hole 11**

- Add fairway bunker right side
- Reconstruct left greenside bunker
- Replace right greenside bunker with low-mow swale

**Hole 12**

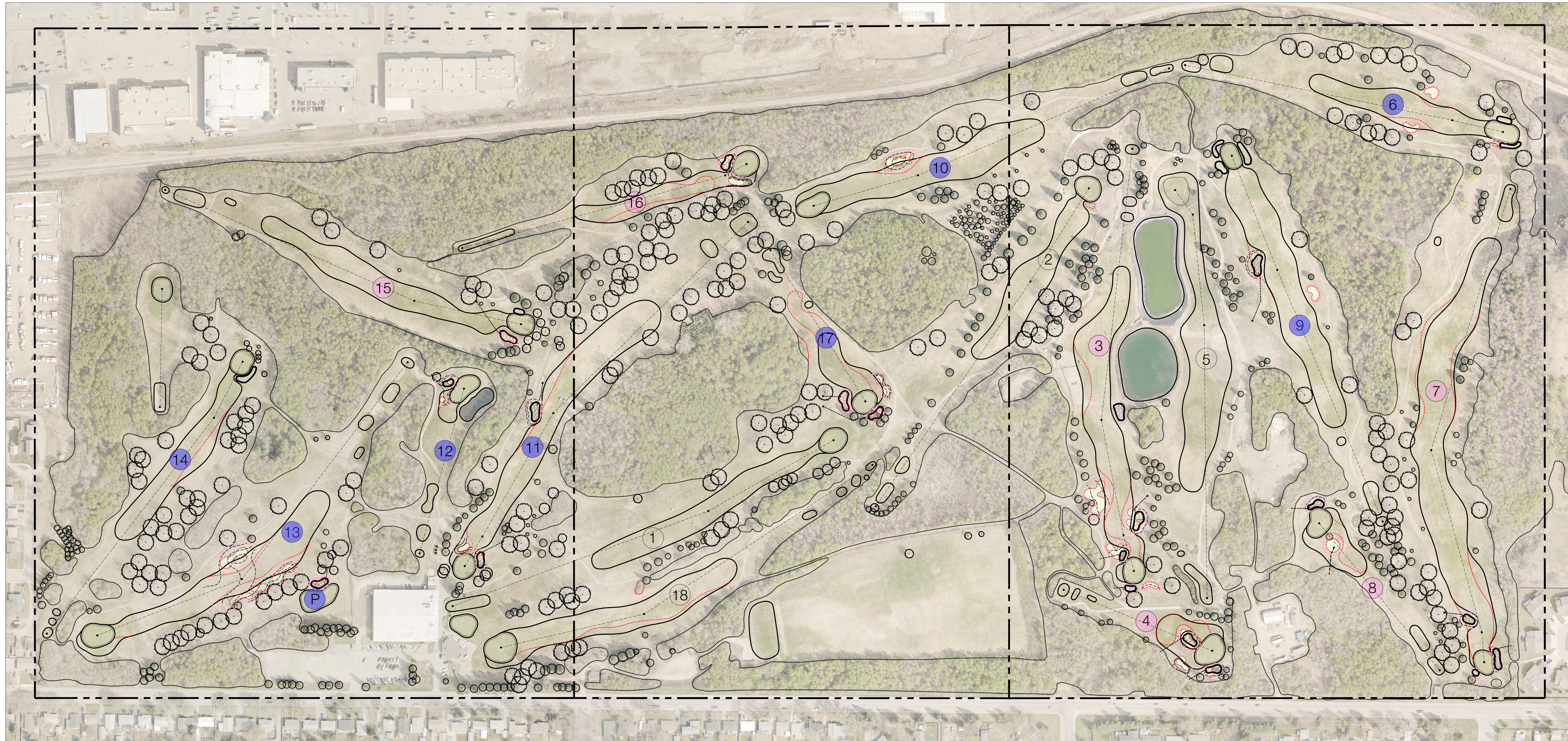
- Remove front pot bunker and replace with expanded low-mow approach
- Reconstruct back left greenside bunker

**Hole 13**

- Remove fairway bunkers and enhance surface drainage in fairway

**Practice Facility**

- Reconstruct greenside bunker



### general notes:

1. contractor to verify limits of disturbance and reconcile field conditions with drawings and schedules if discrepancies exist
2. the contractor shall report any discrepancies between the site conditions illustrated here to those existing at the time of construction to the owner's representative
3. contractor is responsible for locating utilities and protecting same from damage during construction. commencement of work indicates completion of utility locates
4. all drawings are property of the landscape architect
5. this design and drawing may not be reproduced without permission of the landscape architect
6. all drawings are in metric unless noted otherwise
7. contractor is to coordinate and attend (in conjunction with the landscape architect) all inspections and approvals required by the owner
8. any and all work shall be maintained within the property lines and/or limit of disturbance. the contractor is responsible for any intrusion or damage to adjacent property.
9. contractor is responsible for maintaining a clean job site at all times and removing debris on a regular basis. all loose trash will be maintained on site and/or cleaned up by the contractor, this is incidental to the work
10. all landscape areas are to be sloped to ensure positive surface drainage unless noted otherwise
11. bunker locations to be confirmed on site by landscape architect
12. drainage pipe and inlet/sump locations to be confirmed on site by landscape architect



issue	date	no.
issued for review	2022/03/24	1

revision	date	no.
revised for ....	yy/mm/dd	a

project  
Cooke Municipal  
Golf Course

drawn wbh	checked wbh	approved wbh
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project # 19.1004	date 2022/03/24
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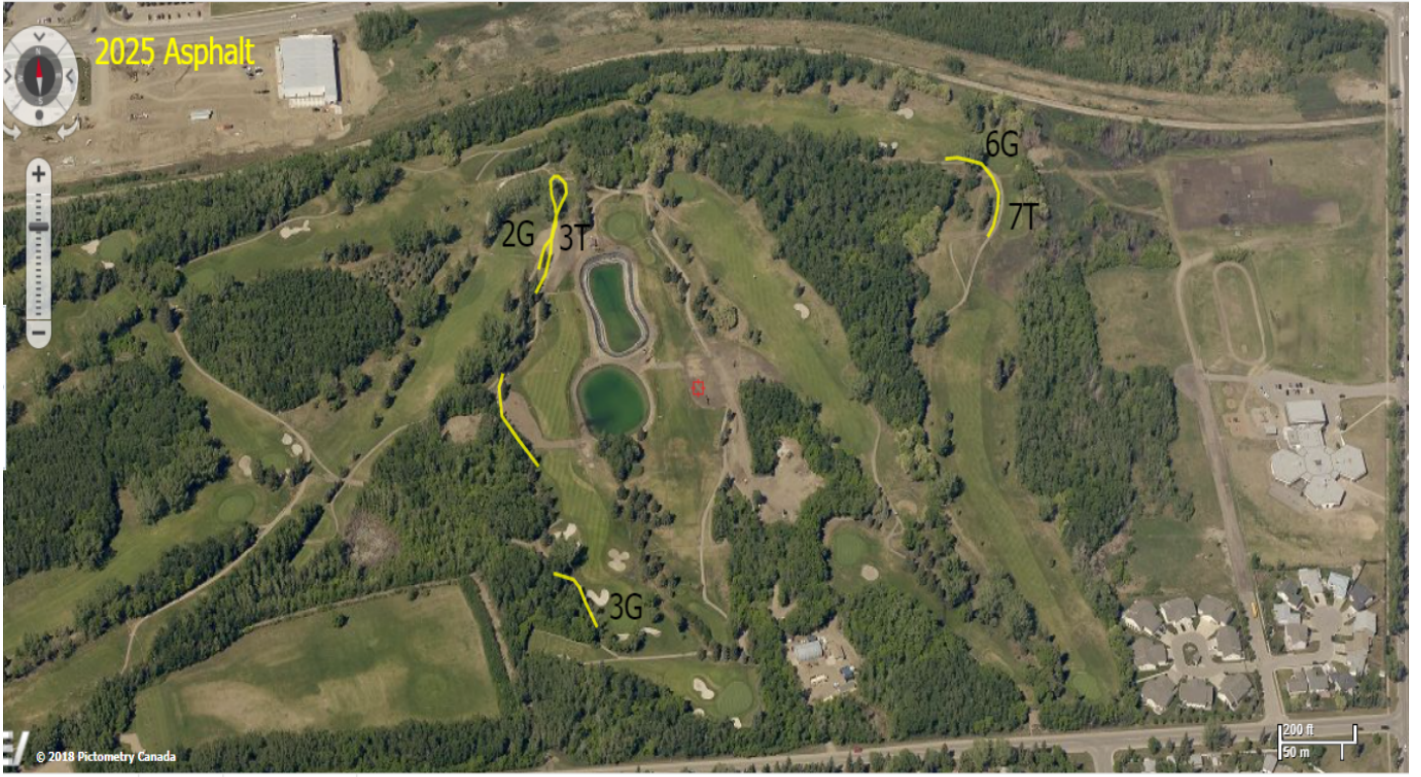
drawing  
Phasing Plan

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2025 Asphalt







**RPT 22-174**

**TITLE:** Prince Albert Minor Baseball - Mair Park Lease Agreement

**DATE:** April 13, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That a Lease Agreement between The City of Prince Albert and Prince Albert Minor Baseball for the Baseball Facilities at Mair Park be approved for a two (2) year term from May 1, 2022 to April 30, 2024; and,
2. That the Mayor and City Clerk be authorized to execute the Lease Agreement on behalf of The City, once prepared.

**TOPIC & PURPOSE:**

Requesting that City Council approve a Lease Agreement between the City and Prince Albert Minor Baseball for the maintenance of the Baseball Facilities at Mair Park for a two (2) year term from May 1, 2022 to April 30, 2024.

**BACKGROUND:**

For nearly twenty (20) years, the City and Prince Albert Minor Baseball have had an informal agreement for the regular maintenance and operation of the Baseball Facilities at Mair Park. Administration is requesting that a formal agreement be, executed with similar terms to the current agreement with the PA Slo-Pitch League for the operation of Lakeland Ford Park.

Within the agreement, Minor Baseball will provide the day-to-day maintenance on the fields in exchange for an annual maintenance payment. Minor Baseball will also receive exclusive use but will be responsible for all future capital requirements on the fields.

Because elevated pitching mounds have been, installed the diamonds at Mair Park are constructed solely for the use of Baseball, which restricts use for other organizations such as Minor Softball.

It is important to note that if the City were to maintain the fields and collect revenue, the subsidy would increase, as the revenue generated would not offset the cost of having City staff maintain the park. This would also create additional duties for the Parks staff, which may decrease the level of service in other areas.

### **PROPOSED APPROACH AND RATIONALE:**

The proposed agreement is, attached to the report with some of the important terms and conditions included below:

#### **Term**

- Two (2) year agreement – May 1, 2022 to April 30, 2024.
- The City has the option to extend the agreement an additional two (2) years if the terms and conditions are no less favorable than the current terms.

#### **Financial Considerations**

- Minor Baseball cannot sub-rent the diamonds for their own financial benefit and all revenue generated from rentals not associated with Minor Baseball will be, retained by the City.
- Moving forward, Minor Baseball agrees to fund capital improvements required for Mair Park to ensure diamonds are, kept at a level of service acceptable to the public and the users of the park. Capital improvements include the replacement and upkeep of fencing, backstops, player benches, dugouts and the structure of the Storage Facility.
- The City will provide an annual Facility Improvement Grant as approved during its annual budget deliberations to assist with capital upgrades. In 2020 and 2021, the grant amount was \$2,500. This agreement will include a 2% increase in each year, which the payments then will be \$2,550 for 2022 and \$2,600 in 2023.

#### **City's Obligations**

- Turn on (spring) and blow out (fall) of underground water supply lines.
- Regular grass cutting of the large areas outside of the diamonds.
- Regular trimming of all fence lines and backstops within the ball diamonds.

- Combo planning of infields – minimum of two times per season.
- Provide and regularly dispose of garbage containers for use at the ball diamonds.
- Provide labor and equipment in applying field marking paint to outfields a maximum of twice per season.
- Co-ordinate the extermination of moles, gophers, squirrels at the ball diamonds as required.
- Keep in good repair the bleachers, backstops, players' benches and foul poles; i.e.) replace broken planks, stain planks.
- To be responsible for all utilities including water associated with the operation of the baseball diamonds and storage facility.
- To provide a storage facility for the purposes of storing materials related to the operation and maintenance of the diamonds.

### **Minor Baseball's Obligations**

- Regularly rake low areas as required and ensure home plate and pitchers' mound edges are level with the shale infield.
- Remove large rocks and other debris as required to maintain a level and safe playing surface.
- Inspect outfield for areas that are not level and safe and level and repair as required prior to every use.
- Regularly float the diamonds.
- Line diamonds as required for their use.
- Install and supply home plates, pitchers' mounds and other bases as required.
- Regularly clean up all refuse, weeds and grass, and in particular in the area of the players' bench, backstop and spectator bleacher areas.
- Re-bag refuse as required to maintain a clean and tidy appearance of the Baseball Facility.
- Regularly cut grass in all areas within the playing surface of the baseball diamonds and the Rally Cap diamonds.

- Rewire loose chain-link fence on all backstop, perimeter fencing and outfield fencing as required.
- Retain sufficient and adequate volunteers as are necessary to complete the obligations.
- Arrange for qualified personnel to attend at the ball diamonds during scheduled times throughout during the season.
- No to construct, erect, place, install on, near the ball diamonds any advertising, or make any structural change, other improvement or alteration, including the cutting of trees without the prior written consent of the Director of Community Services.

**Other Items**

- Minor Baseball has moved from being unincorporated to a registered non-profit. This requires the agreement change from a License Agreement to a Lease Agreement.
- Minor Baseball must maintain public liability insurance in a minimum amount of 5 Million Dollars and must list the City of Prince Albert as an additional insured.
- The City can cancel the agreement at any time with 30 days' notice.

**CONSULTATIONS:**

Minor Baseball has been consulted to ensure the terms of the agreement met their expectations prior to final approval from City Council. The City Solicitor will update the agreement from a License Agreement to a Lease Agreement to ensure all the required terms of a Lease Agreement are met.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Minor Baseball will be notified once the agreement is approved by City Council and the execution process of the agreement will begin. The agreement will become effective as of May 1, 2022.

**FINANCIAL IMPLICATIONS:**

In 2020 and 2021, the grant amount was \$2,500. This agreement will include a 2% increase in each year, which the payments being \$2,550 for 2022 and \$2,600 in 2023.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There is no policy, privacy implications, or other considerations.

**STRATEGIC PLAN:**

This agreement supports the long-term strategies of Active and Caring Community and Fiscal Management and Accountability as the City is able to provide a quality sporting facility in a cost effective way.

**OFFICIAL COMMUNITY PLAN:**

The objectives of the agreement are in line with the OCP implementation strategy of working with partners and community groups to capitalize the use of active recreation spaces.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**ATTACHMENTS:**

1. Prince Albert Minor Baseball License Agreement

Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services & City Manager

## **LICENSE AGREEMENT**

THIS AGREEMENT MADE as of the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

BETWEEN:

**THE CITY OF PRINCE ALBERT,**  
a municipal corporation in the Province of Saskatchewan.  
(Hereinafter called "the City")

- and -

**PRINCE ALBERT MINOR BASEBALL,**  
being an unincorporated association operating in the City of Prince  
Albert, in the province of Saskatchewan. (Hereinafter called "the  
Association")

**WHEREAS** pursuant to the Recreation Facilities & Parks Bylaw of the City, the Council of the City may grant a license for the operation of a park or facility on such terms and conditions as it deems appropriate;

**AND WHEREAS** an area known as Mair Park which the City is the owner and within which certain ball diamonds and other facilities have been constructed for recreational purposes and which the said lands are shown on Schedule "A" attached hereto and forming part of this agreement;

**AND WHEREAS** Prince Albert Minor Baseball desired to obtain from the City a license to occupy, use and operate the ball diamonds within Mair Park, and the City is prepared to grant such license upon the terms and conditions set forward in this Agreement;

**NOW THEREFORE,** that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### **1. DEFINITIONS**

The following words and phrases wherever used in this Agreement, unless specified otherwise, shall have the following meanings:

- a) "Baseball Facility" means that portion of Mair Park which is developed with baseball diamonds, fencing, backstops, bleachers, players' benches and other improvements;
- b) "Mair Park East" is a single baseball diamond located on the Eastern portion of the Baseball Facility;
- c) "Mair Park West" is a single baseball diamond located on the Western portion of the Baseball Facility;

- d) "Season" means one continuous baseball season of the League which shall commence in or about the first week of May and continue in or about the end of July annually, as more specifically designated by the Director of Community Services, and which season shall include all weekday practices as well as exhibition, league, playoff and weekend tournaments;
- e) "Storage and Concession Facility" means a the storage building located near Mair Park East and within the Baseball Facility;
- f) "Director of Community Services" means the Director of Community Services for the City and anyone acting or authorized by the City Manager or the Director of Community Services to act on behalf of the Director of Community Services in the administrative responsibilities under this Agreement.

## **2. TERM**

The City agrees:

- a) To grant a license to the Association to occupy, use and operate the Baseball Facility for such use upon the terms and conditions hereinafter set forth for a period of two (2) years commencing May 1, 2020 and expiring April 30, 2022, subject to earlier termination pursuant to this Agreement.
- b) Provided that the Association shall not be in breach of any provision of this agreement, this agreement may be renewed by approval of the Director of Community Services for one further consecutive period of two (2) years, to be fully completed and ended by April 30, 2024.

## **3. FINANCIAL CONSIDERATIONS**

The City will grant a license to the Association to occupy, use and operate the Baseball Facility at no charge subject to the following financial considerations:

- a) The Association agrees to not sub-rent the Baseball Facility for their own financial benefit during the term of the agreement. All outside requests to rent the facility must be forwarded to the City in which the City will consult with the Association to determine if the requested booking times are available and if available, the City will have the opportunity to book out the fields at the City rental rates for "Class A" Fields. All revenue generated from rentals not associated with the Association will be retained by the City.
- b) The Association agrees to fund capital improvements required for the Baseball Facility to ensure the Baseball Facility is kept at a level of service acceptable to the public and the

users of the Baseball Facility. Capital improvements include the replacement and upkeep of fencing, backstops, player benches, dugouts and the structure of the Storage Facility. The City will provide an annual "Facility Improvement Grant" as approved during its annual budget deliberations to assist with capital upgrades. At the end of each season, the City and Association will meet to determine if capital improvements are required prior to the following season.

- c) The Association agrees to make payment of its debts and liabilities which arise in the course of undertaking any matters related to this Agreement. The Association acknowledges that neither it nor its employees, servants, agents, volunteers or personnel have any authority to act as agent of the City, and the Association shall ensure that no such person holds himself or herself out as such.
- d) Interest shall be payable on any sum owed by the Association to the City at the rate of 1.5 percent (1.5%) per month, or 18 percent (18%) per annum, from the date of demand for payment until same is paid.

#### **4. CITY'S COVENANTS**

The City further covenants with the Association during the term of this agreement:

- a) To perform all regular maintenance duties which are shown on Schedule "B" attached hereto and forming part of this agreement.
- b) To be responsible for all utilities including water associated with the operation of the Baseball Facility.
- c) To provide a Storage Facility for the purposes of storing materials related to the operation of the Baseball Facility, maintenance and concession provided the Association maintains the Storage Facility to the satisfaction of the Director of Community Services.

#### **5. ASSOCIATION'S COVENANTS**

The Association further covenants with the City during the term of this agreement:

- a) To perform and complete all regular maintenance duties which are shown on Schedule "C" attached hereto and forming part of this agreement. All maintenance must be completed to the satisfaction of the Director of Community Services.



- b) That it shall not erect any buildings within the Baseball Facility without submitting plans and specifications therefore to the "City" and obtaining the approval of the City to such plans and specifications.
- c) That neither it nor any of its members, employees, agents, volunteers or other personnel shall disturb other users of the Baseball Facility or interfere with their enjoyment of the Baseball Facility at times which do not conflict with the practices or exhibition, league, playoff or league tournament games of the Association.
- d) That it shall do or cause to be done all acts reasonably necessary to ensure that the operation of the Baseball Facility is conducted in a manner most likely to ensure the safety and convenience of the users of the Baseball Facility and to promote a hospitable atmosphere and encourage the use thereof.
- e) To retain sufficient and adequate employees, agents, volunteers or other personnel, herein referred to as the "personnel", as are necessary to complete the obligations of the Association hereunder. The Association shall arrange for such personnel to be in attendance at the Baseball Facility during scheduled times throughout during the season.
- f) To ensure that all personnel are cleanly and neatly clad and orderly and polite in speech and conduct. The Association shall provide the Director of Community Services with a list of the names and addresses of all personnel, including criminal background checks at the Association's expense. The Association agrees that if the Director of Community Services reasonably objects to the continued engagement of any such personnel, it shall terminate the services of such personnel.
- g) To provide the Director of Community Services with a list of the names and addresses of all persons comprising the Association. The Association shall give notice of revisions of the said list forthwith upon any alterations occurring. The Association agrees that it shall be deemed to be comprised of those individuals named upon the said list as it may be revised from time to time, such revisions being effective from the date upon which the Director of Community Services receives notice of revision.
- h) To not commit, suffer or permit to be committed any kind of nuisance, offensive act or misconduct in or about the Baseball Facility or as may result in repairs being required to, at, or near the Baseball Facility.
- i) To occupy the Baseball Facility in a prudent manner and shall not do or suffer any waste or damage, disfiguration or injury to the Baseball Facility or the fixtures, equipment or improvements thereof.

- j) To not construct, erect, place or install on or near the Baseball Facility any advertising sign or display or make any structural change, other improvement or alteration, including the cutting of trees, to or at the Baseball Facility without the prior written consent of the Director of Community Services.
- k) That notwithstanding the foregoing, advertising panels may be obtained and erected on the outfield fences at the sole risk and expense of the Association, provided they are:
  - a. of a content, quality and maintenance standard approved by the Director of Community Services as per the Naming Rights & Sponsorship Policy; and
  - b. immediately removed upon the termination of the advertising agreements.
- l) That all funding raised by the Association arising from Baseball Facility advertising is utilized solely for operation and improvements at the Baseball Facility. At the end of each season, the Association will provide the City with a summary of all advertising revenue generated each season.

## **6. MUTUAL COVENANTS**

The City and the Association hereby mutually agree each with the other as follows:

- a) That nothing in this Agreement shall be construed as creating an employer/employee relationship between any personnel referred to in this Agreement and the City. The Association shall make all payments owing to such personnel, including taxes, wages, wage benefits, levies and assessments as required by law for itself and personnel employed by it as required by law.
- b) That the City, its officials, employees and agents shall have full and free access to any and every part of the Baseball Facility for inspection purposes at all times.
- c) That the Association shall not be entitled to assign or transfer any rights, privileges or obligations under this Agreement except with the prior written approval of the Director of Community Services, which approval may be denied without the giving of reasons therefor. Any approved assignment shall be entered into only upon the League's obtaining from the proposed assignee an agreement making all provisions of this Agreement binding upon him.
- d) This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements. All understandings and agreements heretofore had between the parties

are merged into this Agreement which alone fully and completely expresses their legal relationship in respect of the subject matter hereof.

- e) No modification, variation, waiver, amendment or termination by mutual consent of this Agreement shall be effective unless such action is taken in writing and executed by both parties hereto.
- f) In the event that the City fails to observe or perform any of its covenants or obligations pursuant to this Agreement and such failure shall have been occasioned by or in consequence of matters reasonably beyond the City's control, such failure shall be deemed not to be a breach of such covenants or obligations.
- g) It is expressly understood and agreed that reference to individuals in this Agreement shall include corporations, executors, administrators, successors, and permitted assigns, and references in the singular number shall include the plural number, and references in the masculine gender shall include the feminine gender or the neuter gender, whenever the context so requires.
- h) That any notice which is required to be given under the terms of this Lease may be effectually given by the Parties hereto by mailing the same by registered mail as follows:

Tenant's Address: Prince Albert Minor Baseball  
c/o Lance Alexander  
RR5 Site 14 Box 60  
Prince Albert, SK S6V 5R5

Landlord's Address: The City of Prince Albert  
c/o Director of Community Services  
1084 Central Avenue  
Prince Albert, SK S6V 7P3

Any such notice shall be deemed to be given on the second day following the day on which such mailing was registered by the sender.

## **7. INSURANCE**

- a) The Association agrees to obtain the following insurance coverage upon commencement of the term and keep insured with an insurer or insurers satisfactory to the City at the sole cost and expense of the Association, for the mutual benefit of the City and the Association, jointly and severally:

- i. General Public Liability Insurance Policy applying to all operations of the Association which are to be carried out under this Agreement. Such policy shall include coverage in respect of bodily injury and property damage liability and shall be written on a comprehensive basis with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence. The City of Prince Albert shall be listed as an additional insured party and a fifteen (15) day notice of cancellation shall be incorporated into the insurance coverage with a certificate of insurance provided to the City as proof of compliance.
  - ii. The Association shall also maintain such insurance coverage in respect to contents, burglary and robbery coverage as it may consider necessary.
- b) In the event that the Association fails or neglects to obtain or maintain such policy of insurance, the City may obtain same, and the cost thereof shall be a debt owing by the Association to the City, payable upon demand.
- c) The Association shall provide the Director of Community Services with a written report forthwith upon the happening of any damage to the Baseball Facility, any accident, injury or other occurrence thereat which may or does form or involve a claim against the Association or the City, which report shall include the names and addresses of any witnesses. The Association shall immediately give notice to the Director of Community Services of any matters which have the potential of causing or contributing to damage to or injury of any persons attending at the Baseball Facility which come to its attention.
- d) The Association agrees forthwith upon any condition coming to the attention of the Association or any of its employees, servants, agents or volunteers pertaining to the condition of the Baseball Facility which has a potential of causing damage or injury and which the Association is unable to remedy within twenty four (24) hours or which it is not the responsibility of the Association to remedy, it shall immediately report same to the Director of Community Services.

## **8. TERMINATION**

- a) Notwithstanding any other term of this Agreement, the City or the Association may terminate this Agreement with thirty (30) days' written notice to the other. In the event of termination by the Association, the City shall not be liable for payment to the Association of any monies whatsoever by reason of such termination or otherwise howsoever, and the Association shall be liable to refund to the City a pro-rata portion of the payment made by the City in proportion to the length of the season remaining at the date of termination.

- b) If at any time the Association is in default in the performance of any of the covenants and agreements herein set forth to be performed by the Association and such default continues for fifteen (15) days after receipt by the Association of notice in writing from the Director of Community Services setting out the particulars of such default, the City shall have the right to terminate this Agreement forthwith, and thereupon all the rights of the Association under this Agreement shall immediately cease, determine and be at an end. In such event, the City shall not be liable for payment to the Association of any monies whatsoever by reason of such termination or otherwise howsoever, and the Association shall be liable to refund to the City a pro-rata portion of the payment made by the City in proportion to the length of the season remaining at the date of termination.
- c) If the Association shall be in default of performance of any of the covenants and agreements as referred to in that subsection, without prejudice to any other remedy of the City at law, the Director of Community Services may, in the alternative to terminating the Agreement, make good such deficiency in any manner that he may deem necessary, using City forces or otherwise, and the Association shall be liable to the City for the actual costs thereof together with an administration fee equal to fifteen percent (15%) of the said actual costs or in the event that City forces are used, the Association shall be liable to the City for the costs thereof calculated pursuant to the Custom Work Order Policy.
- d) The term “Custom Work Order Policy” means that value calculated by the Director of Community Services which constitutes the standard charge for all such work performed deemed to reflect the actual costs to the City of labour, equipment, material used, all applicable taxes plus an administration fee equal to fifteen percent (15%) of the value of the cost.

## **9. COMPLIANCE AND INDEMNIFICATION**

- a) The Association agrees that it shall indemnify and save harmless the City, its officials and employees from all claims or demands for or in respect of any and all liabilities, claims, losses, costs, including solicitor-client and party-and-party costs (whether the City is represented by a solicitor employed by the City or otherwise), actions or damages for personal injury, bodily injury, death or property damages (herein called “the claim”) arising out of:
  - i. any action taken or things done or maintained by virtue hereof, the failure of the Association to properly carry out its obligations hereunder, or the exercise in any manner of rights arising hereunder, except claims for damages directly attributable to the gross negligence or willful act of the City or any of its officers or employees who are acting within the scope of their appointment or employment;

- ii. any damage that the Association or any of its members, agents, volunteers, participants or personnel may sustain at the Baseball Facility including, but not to limit the generality of the foregoing, a claim by a spectator, invitee or licensee of the Association in any manner associated with the use of the Baseball Facility by the Association;
  - iii. any vandalism, theft of or damage to the Storage Facility, property stored therein or any other property of the Association whatsoever occurring at the Baseball Facility including, and not to limit the generality of the foregoing, damage caused by any movement of soil under the Storage Facility; and
- b) All provisions of this Agreement pertaining to indemnification of the City by the Association regarding an incident arising during the term of this Agreement shall survive termination of this Agreement.

#### **10. EFFECTIVE DATE**

- a) The City and the Association agree that notwithstanding this Agreement may be signed at a later date, the effective date shall be May 1, 2019.

**IN WITNESS WHEREOF**, The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this     day of                     , A.D. 2019.

**THE CITY OF PRINCE ALBERT**

\_\_\_\_\_  
**MAYOR**

(seal)

\_\_\_\_\_  
**CITY CLERK**

**IN WITNESS WHEREOF**, Prince Albert Minor Baseball has hereunto affixed its approval, duly witnessed by the hands of its proper officers in that behalf, duly authorized this day of                     , A.D. 2019.

**PRINCE ALBERT MINOR BASEBALL**

\_\_\_\_\_  
**Name:**  
**Title:**

\_\_\_\_\_  
**Witness**

**SCHEDULE "A"**

**MAIR PARK MAP**

Located between 9<sup>th</sup> and 13<sup>th</sup> Avenues West on River Street West, Prince Albert, SK





## **SCHEDULE “B”**

### **BASEBALL FACILITY (MAIR PARK) MAINTENANCE STANDARDS**

The **City** agrees to perform the following maintenance at the Baseball Facility as follows:

- Turn on (spring) and blow out (fall) of underground water supply lines.
- Regular grass cutting of the large areas outside of the diamonds.
- Regular trimming of all fence lines and backstops within the Baseball Facility.
- Combo planning of infields – minimum of 2 times per season.
- Provide and regularly dispose of garbage containers for use at the Baseball Facility.
- Provide labour and equipment in applying field marking paint to outfields a maximum of twice per season.
- If required, co-ordinate the extermination of moles, gophers, squirrels at the Baseball Facility.
- Keep in good repair the bleachers, backstops, players’ benches and foul poles; ie) replace broken planks, stain planks.

## SCHEDULE "C"

### BASEBALL FACILITY (MAIR PARK) MAINTENANCE STANDARDS

The **Association** agrees to perform all maintenance at the Baseball Facility as follows:

- Regularly rake low areas as required and ensure home plate and pitchers' mound edges are level with the shale infield.
- Remove large rocks and other debris as required to maintain a level and safe playing surface
- Inspect outfield for areas that are not level and safe and level and repair as required prior to every use.
- Regularly float the diamonds.
- Line diamonds as required.
- Install and supply home plates, pitchers' mounds and other bases as required.
- Regularly clean up all refuse, weeds and grass, and in particular in the area of the players' bench, backstop and spectator bleacher areas.
- Re-bag refuse as required to maintain a clean and tidy appearance of the Baseball Facility.
- Regularly cut grass in all areas within the playing surface of the baseball diamonds and the Rally Cap diamonds.
- Rewire loose chain-link fence on all backstop, perimeter fencing and outfield fencing as required.

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

**DECLARATION**

I, \_\_\_\_\_, of the City of Prince Albert, in the Province of Saskatchewan, DO SOLEMNLY DECLARE:

1. That I have been appointed by the Board of Directors as an Officer of \_\_\_\_\_ (name of Corporation).
2. That, pursuant to the Corporation's Bylaws and/or Board Resolution, I am authorized by the Corporation to execute all contracts, documents or instruments in writing generally required by the corporation, or to sign specific contracts, documents or instruments in writing, and all such contracts, documents or instruments in writing so signed are binding upon the Corporation without any further authorization or formality.
3. That I have been specifically authorized to execute the within or annexed document.
4. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME at the  
City of Prince Albert, in the Province  
of Saskatchewan, this \_\_ day \_\_\_\_\_  
of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

\_\_\_\_\_  
A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan.  
My Commission expires:



City of  
**Prince Albert**

**RPT 22-178**

**TITLE:** Kinsmen Baseball Complex Naming Rights Agreements

**DATE:** April 14, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

1. That Naming Rights Agreement for the Kinsmen Baseball Complex between the City of Prince Albert and Michael Lyphuk Realtor Re/Max P.A. Realty in the amount of \$9,000 for a period of three (3) years from 2022 to 2024 be approved with one field to be named Lypchuk Field for the duration of the agreement,
2. That Naming Rights Agreement for the Kinsmen Baseball Complex between the City of Prince Albert and Econo Lumber Prince albert in the amount of \$9,000 for a period of three (3) years from 2022 to 2024 be approved with one field to be named Econo Lumber Field for the duration of the agreement,
3. That the Mayor and City Clerk be authorized to execute the Naming Rights Agreements on behalf of the City of Prince Albert.

**TOPIC & PURPOSE:**

The purpose of this report is to recommend that Naming Rights Agreements with Michael Lypchuk Realtor Re/Max P.A. Realty and Econo Lumber be approved with assigned fields at the Kinsmen Baseball Complex to be known as Lypchuk Field and Econo Lumber Field.

**BACKGROUND:**

In RPT#21-366 of August 16, 2021, Prince Albert Minor Baseball Association (PAMBA) was approved to proceed with their Grand Slam Baseball Park Rebuild to allow them to proceed to get sponsorship for improvements at the Crescent Acres Ball Fields. PAMBA has since been marketing their sponsorship package.

In RPT#22-130 of March 28, 2022, the Kinsmen Club secured naming Rights of the 3-field complex at Crescent Acres, now known as the Kinsmen Baseball complex at Crescent Acres. In addition, Fountain Tire secured naming rights to one of the fields in the complex with the former Crescent Acres #1 now known as Fountain Tire Field.

Prince Albert Minor Baseball Association has continued to garner more sponsorship for the Grand Slam Baseball Park Rebuild and now has secured naming rights to the other two fields within the complex.

Michael Lypchuk, Realtor Re/Max P.A. Realty has been secured as the sponsor for a field in exchange for \$3,000/year for a three (3) year term from 2022-2024. The former Crescent Acres #2 will now be known as Lypchuk Field.

In addition, Econo Lumber of Prince Albert has agreed to provide \$9,000 worth of building materials to the project. In return, the former Crescent Acres #3 field will now be known as Econo Lumber Field for a period of three (3) years from 2022-2024. The \$9,000 worth of materials needs to be used by PAMBA on the Grand Slam Rebuild project before 2024, but it is anticipated most will be used in 2022.

With the assistance of the City of Prince Albert PAMBA also has been successful in securing a major national grant. As announced on Blue Jays Central on April 22, 2022, Prince Albert Minor Baseball Association has been awarded a \$30,000 Field of Dreams grant from the Toronto Blue Jays Care Foundation for the Grand Slam Rebuild. Field of Dreams is the Jays Care Foundation's signature infrastructure granting program and the contribution will go towards fencing and other capital investments in the project. The Jays Care Foundation awards 10-12 grants per year nation wide.

PAMBA also has many other community minded businesses that have committed financial or in-kind to the project including: TLS Lawn Care & Landscaping, Lake Country Co-Op, the Optimist Club, North Elite Fire Arms, Anderson Motors, Diamond North Credit Union, Dr. Java's, Save-On Foods, Humpty's, Mann Northway and Canadian Factory Direct Sunrooms, with more pending.

PAMBA will be recognizing all of the contributors on the Lew Hobson Wall of Honour at the Kinsmen Baseball Complex at Crescent Acres. This wall will be named to honour Lew Hobson, a long-time builder of the sport. Lew Hobson Field was originally located at Prime Ministers' Park and was part of the negotiated agreement with Project Triple Play for that area. PAMBA will continue to honour Mr. Hobson with this Wall.

**PROPOSED APPROACH AND RATIONALE:**

As of early April, the 2022 portion of the upgrade will begin with moving a drain that is currently in the outfield of the Lyphuk Field. This will then allow the remainder of the planned work to begin.

Phase 1 of the Grand Slam Rebuild will proceed in 2022 and includes:

- Earthwork and Drainage
- Fencing
- Shale
- Covered Dugout on #3
- Sod
- Irrigation Upgrades
- Storage Shed
- Batting Cage
- Pitching Machine
- Sponsor Recognition

PAMBA continues to review their projected improvements for Phase 2 and Phase 3 of the Grand Slam Rebuild due to the success of their sponsorship and fundraising campaign.

**CONSULTATIONS:**

PAMBA continues to be in consultation with the City of Prince Albert Sport & Recreation Manager and Marketing & Sponsorship Coordinator as they approach potential sponsors and make grant applications. It is anticipated the upgrade will begin within the next month, weather permitting, with communication between PAMBA and the City continuing on the scape and timing of the project.

These consultations are on going and will continue through to the completion of the project.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

In coordination with PAMBA a news conference will be held at the Kinsmen Baseball Complex at Crescent Acres when the project is underway. The many major sponsors including the Kinsmen Club, representatives of Fountain Tire, Michael Lypchuk and Econo Lumber, and others will be invited.

The facility will be identified on the City of Prince Albert website and in all social media as the Kinsmen Baseball Complex at Crescent Acres and the designated fields as Fountain Tire Field, Lypchuk Field and Econo Lumber Field.

**POLICY IMPLICATIONS:**

This agreements meet with the Naming Rights and Sponsorship Policy #71 of April 13, 2015.

**FINANCIAL IMPLICATIONS:**

Through the naming rights agreements PAMBA will receive for the Grand Slam Rebuild Project:

- Kinsmen Club - \$60,000 - \$10,000/year X 6 yeares
- Fountain Tire - \$9,000 - \$3,000/year X 3 years
- Michael Lypchuk Realtor - \$9,000 - \$3.000/year X 3 years
- Econo Lumber - \$9,000 in-kind of building materials

For a total of \$87,000.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no other considerations or implications, no implications to the Official Community Plan and no options to the recommendation.

**STRATEGIC PLAN:**

**Infrastructure:** Through the commitment of these community minded sponsors and assistance of PAMBA the City will be improving our facilities. These improved facilities will benefit the citizens of our city for many years.

**Active and Caring Community:** The improvement of City owned assets will provide more opportunities for our citizens to be physically active. The addition of these facilities also provides more resources that could be accessed when the city hosts major events in the future.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**PRESENTATION:**

None

**ATTACHMENTS:**

1. Michael Lypchuk Agreement
2. Econo Lumber Agreement

Written by: Bruce Vance, Marketing & Sponsorship Coordinator

Approved by: Director of Community Services and City Manager



## **Naming Rights Agreement**

**THIS AGREEMENT** made effective as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**BETWEEN:**

**THE CITY OF PRINCE ALBERT**, in Prince Albert in the  
Province of Saskatchewan, hereinafter called “**The City**”

-and-

**MICHAEL LYPCHUK REALTOR, RE/MAX P.A. REALTY**

A body corporate, having an office in Prince Albert, in the Province of  
Saskatchewan, (hereinafter referred to as **Michael Lypchuk Realtor  
Re/Max P.A. Realty**)

**WHEREAS** the City of Prince Albert has adopted a Naming Rights and Sponsorship Policy as of April 13, 2015 to advertise within City of Prince Albert owned facilities in Prince Albert, Saskatchewan;

**AND WHEREAS** the City has an agreement with the Prince Albert Minor Baseball Association (PAMBA) to fund improvements at Crescent Acres as of August 16, 2021;

**AND WHEREAS** the City has identified naming rights opportunities at Kinsmen Baseball Complex at Crescent Acres at the field currently referred to as Crescent Acres Diamond #1;

**NOW THEREFORE** this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained the parties agree as follows:

## ARTICLE 1: GRANT OF LICENSE

- 1.1 In accordance with Section 7.01(d) of the Naming Rights & Sponsorship Policy #71 passed April 13, 2015 by City Council, **Michael Lypchuk Realtor Re/Max P.A. Realty** is a corporation prepared to make a substantial financial contribution to the City as outlined in Article 3 of this agreement, in exchange for the naming rights of the said Field at the Kinsmen Baseball Complex at Crescent Acres to be called **Lypchuk Field**.

## ARTICLE 2: CITY OF PRINCE ALBERT/PAMBA UNDERTAKINGS

- 2.1 In accordance with Section 8 of the Naming Rights & Sponsorship Policy #71 PAMBA in conjunction with the City of Prince Albert will provide to **Michael Lypchuk Realtor Re/Max P.A. Realty**:
- a) The right to name the said field in the Kinsmen Baseball Complex at Crescent Acres as **Lypchuk Field** for the duration of this agreement which includes:
    - i. **Backstop Signage** – a sign will be created to be placed on the back stop at the said diamond identifying **Michael Lypchuk Realtor Re/Max P.A. Realty Field**. Design and installation to be approved by the City.
    - ii. **Outfield Signage** – a sign will be created to be placed in the outfield at the said diamond identifying **Michael Lypchuk Realtor Re/Max P.A. Realty Field**. Design and installation to be approved by the City.
    - iii. **Wall of Honour** – **Michael Lypchuk Realtor Re/Max P.A. Realty** will have a significant placing on the Wall of Honour created by PAMBA to recognize contributions to this community project.
  - b) Reference to the facility on all PAMBA and City Communication platforms, including but not limited to:
    - 1. News Releases
    - 2. Website
    - 3. Social Media
- 2.2 PAMBA will coordinate the creation and installation of signage in 2.(a) with the design approval from the City of Prince Albert. PAMBA will be responsible for the related expenses.

## ARTICLE 3: ADVERTISING CONTENT

3. During the term of this agreement, **Michael Lypchuk Realtor Re/Max P.A. Realty** shall have the exclusive right to display advertising on the signage within this agreement subject to the following conditions:
  - (a) Compliance with the Canadian Code of Advertising Standards;
  - (b) Presenting portrayals of individuals or groups in a manner which is not demeaning or derogatory ;
  - (c) Displaying advertising copy that is of acceptable, high moral standard and is not contrary to public order and good taste;

#### **ARTICLE 4: DURATION**

- 4 This agreement is for a period of 3 years beginning upon signing of this agreement in 2022, throughout the period ending December 31, 2024.

#### **ARTICLE 5: NAMING RIGHTS FEE**

- 5 In consideration of the Naming Rights and signage provided in Article 2.1, **Michael Lypchuk Realtor Re/Max P.A. Realty** agrees to provide support in the form of financial consideration totalling \$9,000 to the City of Prince Albert as follows:
  - i) May 1, 2022 – a sum of Three Thousand Dollars (\$3,000) plus applicable GST for 2022.
  - ii) May 1, 2023 – a sum of Three Thousand Dollars (\$3,000) plus applicable GST for 2023.
  - iii) May 1, 2024 – a sum of Three Thousand Dollars (\$3,000) plus applicable GST for 2024.

The City of Prince Albert will issue invoices to **Michael Lypchuk Realtor Re/Max P.A. Realty** 30 days prior to the dates indicated above.

#### **ARTICLE 6: RIGHT OF RENEWAL**

- 6 Upon the expiration of this agreement, subject to being in good standing, **Michael Lypchuk Realtor Re/Max P.A. Realty** has the right to renew the agreement with the City of Prince Albert, subject to be negotiated financial considerations to the satisfaction of both parties.

## ARTICLE 7: TERMINATION

- 7.1 Any of the following occurrences or acts shall constitute an event of default by **Michael Lypchuk Realtor Re/Max P.A. Realty**, and shall be considered sufficient cause to terminate the agreement, specifically:
- (a) If **Michael Lypchuk Realtor Re/Max P.A. Realty** willfully breaks or neglects to observe or perform any of the terms of the agreement;
  - (b) If payments due to the City under the terms of the agreement are not processed within thirty (30) days of payment becoming due;
  - (c) If the rights granted shall at any time be seized or taken in execution or in attachment by any creditor of **Michael Lypchuk Realtor Re/Max P.A. Realty**, or if **Michael Lypchuk Realtor Re/Max P.A. Realty** becomes bankrupt or make any assignment of the contract in violation of the terms of the agreement.
- 7.2 If sufficient cause exists to justify such action, the City may provide notice to cancel the agreement and terminate all rights of **Michael Lypchuk Realtor Re/Max P.A. Realty** by mailing through registered mail to **Michael Lypchuk Realtor Re/Max P.A. Realty** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to **Michael Lypchuk Realtor Re/Max P.A. Realty**, all rights and privileges conferred on **Michael Lypchuk Realtor Re/Max P.A. Realty** shall immediately cease and terminate, without prejudice to any other rights or remedies the City may have. The City shall also be entitled to recover any monies owing and likewise provide money back to **Michael Lypchuk Realtor Re/Max P.A. Realty** on a pro-rata basis for monies already paid.
- 7.3 Notwithstanding anything contained herein, the City may, at any time during the term of the agreement, upon giving thirty (30) days' notice to Michael Lypchuk Realtor Re/Max P.A. Realty (to remedy any situations) terminate the agreement if the City is of the opinion that the services supplied by Michael Lypchuk Realtor Re/Max P.A. Realty are not of a standard acceptable to the City.
- 7.4 Termination may be given by either party for any other reason by six (6) months written notice.
- 7.5 This Agreement, the parties agree that the Licensee shall be responsible for the removal of the signage structures upon termination of this Agreement and the site be restored to its original condition.

## ARTICLE 8: ASSIGNMENT

- 8 The rights and privileges of **Michael Lypchuk Realtor Re/Max P.A. Realty** may only be assigned upon obtaining the written consent of the City, which consent may be withheld without the giving of reasons therefore.

#### **ARTICLE 9: NOTICE**

- 9 Any notices required to be delivered or given by any Party to this Agreement shall be delivered to the address and to the individuals indicated below:

**City of Prince Albert:**

Attn: Director of Community Services or Designate,  
1084 Central Avenue,  
Prince Albert, SK S6V 7P3  
(306) 953-4800

**Michael Lypchuk Realtor Re/Max P.A. Realty Prince Albert.:**

Attn: Michael Lypchuk or Designate,  
2730 2<sup>nd</sup> Avenue West  
Prince Albert, SK S6V 5E3  
306-763-1133

#### **ARTICLE 10: MODIFICATION**

10. No departure or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver, and the City shall not be obligated to continue any departure or waiver or permit subsequent departure or waiver. No alteration or modification of any of the provisions of this Agreement shall be binding unless the same be in writing and signed by the parties.

#### **ARTICLE 11: GENERAL**

- 11.1 This Agreement represents the entire agreement between the parties.
- 11.2 No amendment or modification of this agreement shall be effective unless it is in writing and signed by each of the parties. Either party without the prior written approval of the other shall not assign this agreement.
- 11.3 This Agreement shall be interpreted in accordance with the laws of the Province of Saskatchewan.

**IN WITNESS WHEREOF** the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 202\_\_\_\_\_.

**CITY OF PRINCE ALBERT**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**IN WITNESS WHEREOF Michael Lypchuk Realtor Re/Max P.A. Realty.** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 202\_\_\_\_.

**MICHAEL LYPCHUK REALTOR RE/MAX P.A. REALTY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

## **Naming Rights Agreement**

**THIS AGREEMENT** made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**BETWEEN:**

**THE CITY OF PRINCE ALBERT**, in Prince Albert in the  
Province of Saskatchewan, hereinafter called “**The City**”

-and-

**ECONO LUMBER PRINCE ALBERT**

A body corporate, having an office in Prince Albert, in the Province of  
Saskatchewan, (hereinafter referred to as **Econo Lumber**)

**WHEREAS** the City of Prince Albert has adopted a Naming Rights and Sponsorship Policy as of April 13, 2015 to advertise within City of Prince Albert owned facilities in Prince Albert, Saskatchewan;

**AND WHEREAS** the City has an agreement with the Prince Albert Minor Baseball Association (PAMBA) to fund improvements at Crescent Acres as of August 16, 2021;

**AND WHEREAS** the City has identified naming rights opportunities at Kinsmen Baseball Complex at Crescent Acres at the field currently referred to as Crescent Acres Diamond #1;

**NOW THEREFORE** this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained the parties agree as follows:

## ARTICLE 1: GRANT OF LICENSE

- 1.1 In accordance with Section 7.01(d) of the Naming Rights & Sponsorship Policy #71 passed April 13, 2015 by City Council, **Econo Lumber** is a corporation prepared to make a substantial financial contribution to the City as outlined in Article 3 of this agreement, in exchange for the naming rights of the said Field at the Kinsmen Baseball Complex at Crescent Acres to be called **Econo Lumber Field**.

## ARTICLE 2: CITY OF PRINCE ALBERT/PAMBA UNDERTAKINGS

- 2.1 In accordance with Section 8 of the Naming Rights & Sponsorship Policy #71 PAMBA in conjunction with the City of Prince Albert will provide to **Econo Lumber**:
- a) The right to name the said field in the Kinsmen Baseball Complex at Crescent Acres as ***Econo Lumber Field*** for the duration of this agreement which includes:
    - i. **Backstop Signage** – a sign will be created to be placed on the back stop at the said diamond identifying **Econo Lumber Field**. Design and installation to be approved by the City.
    - ii. **Outfield Signage** – a sign will be created to be placed in the outfield at the said diamond identifying **Econo Lumber Field**. Design and installation to be approved by the City.
    - iii. **Wall of Honour –Econo Lumber** will have a significant placing on the Wall of Honour created by PAMBA to recognize contributions to this community project.
  - b) Reference to the facility on all PAMBA and City Communication platforms, including but not limited to:
    - 1. News Releases
    - 2. Website
    - 3. Social Media
- 2.2 PAMBA will coordinate the creation and installation of signage in 2.(a) with the design approval from the City of Prince Albert. PAMBA will be responsible for the related expenses.



### **ARTICLE 3: ADVERTISING CONTENT**

3. During the term of this agreement, **Econo Lumber** shall have the exclusive right to display advertising on the signage within this agreement subject to the following conditions:
  - (a) Compliance with the Canadian Code of Advertising Standards;
  - (b) Presenting portrayals of individuals or groups in a manner which is not demeaning or derogatory ;
  - (c) Displaying advertising copy that is of acceptable, high moral standard and is not contrary to public order and good taste;

### **ARTICLE 4: DURATION**

- 4 This agreement is for a period of 3 years beginning upon signing of this agreement in 2022, throughout the period ending December 31, 2024.

### **ARTICLE 5: NAMING RIGHTS FEE**

- 5 In consideration of the Naming Rights and signage provided in Article 3.1, **Econo Lumber** agrees to provide support in the form of in-kind goods and services, for a combined value of \$9,000 plus GST, to the City of Prince Albert/PAMBA for upgrades at the Kinsmen Baseball Complex at Crescent Acres. The in-kind contribution needs to be provided before December 31, 2024

## ARTICLE 6: RIGHT OF RENEWAL

- 6 Upon the expiration of this agreement, subject to being in good standing, **Econo Lumber** has the right to renew the agreement with the City of Prince Albert, subject to be negotiated financial considerations to the satisfaction of both parties.

## ARTICLE 7: TERMINATION

- 7.1 Any of the following occurrences or acts shall constitute an event of default by **Econo Lumber**, and shall be considered sufficient cause to terminate the agreement, specifically:
- (a) If **Econo Lumber** willfully breaks or neglects to observe or perform any of the terms of the agreement;
  - (b) If payments due to the City under the terms of the agreement are not processed within thirty (30) days of payment becoming due;
  - (c) If the rights granted shall at any time be seized or taken in execution or in attachment by any creditor of **Econo Lumber**, or if **Econo Lumber** becomes bankrupt or make any assignment of the contract in violation of the terms of the agreement.
- 7.2 If sufficient cause exists to justify such action, the City may provide notice to cancel the agreement and terminate all rights of **Econo Lumber** by mailing through registered mail to **Econo Lumber** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to **Econo Lumber**, all rights and privileges conferred on **Econo Lumber** shall immediately cease and terminate, without prejudice to any other rights or remedies the City may have. The City shall also be entitled to recover any monies owing and likewise provide money back to **Econo Lumber** on a pro-rata basis for monies already paid.
- 7.3 Notwithstanding anything contained herein, the City may, at any time during the term of the agreement, upon giving thirty (30) days' notice to Econo Lumber (to remedy any situations) terminate the agreement if the City is of the opinion that the services supplied by Econo Lumber are not of a standard acceptable to the City.
- 7.4 Termination may be given by either party for any other reason by six (6) months written notice.
- 7.5 This Agreement, the parties agree that the Licensee shall be responsible for the removal of the signage structures upon termination of this Agreement and the site be restored to its original condition.

## **ARTICLE 8: ASSIGNMENT**

- 8 The rights and privileges of **Econo Lumber** may only be assigned upon obtaining the written consent of the City, which consent may be withheld without the giving of reasons therefore.

## **ARTICLE 9: NOTICE**

- 9 Any notices required to be delivered or given by any Party to this Agreement shall be delivered to the address and to the individuals indicated below:

### **City of Prince Albert:**

Attn: Director of Community Services or Designate,  
1084 Central Avenue,  
Prince Albert, SK S6V 7P3  
(306) 953-4800

### **Econo Lumber Prince Albert.:**

Attn: Curtis Lemieux or Designate,  
Econo Lumber  
PO Box 1329  
1800 – 6<sup>th</sup> Avenue East  
Prince Albert, SK S6V S58  
306-764-3485

## **ARTICLE 10: MODIFICATION**

10. No departure or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver, and the City shall not be obligated to continue any departure or waiver or permit subsequent departure or waiver. No alteration or modification of any of the provisions of this Agreement shall be binding unless the same be in writing and signed by the parties.

## **ARTICLE 11: GENERAL**

- 11.1 This Agreement represents the entire agreement between the parties.
- 11.2 No amendment or modification of this agreement shall be effective unless it is in writing and signed by each of the parties. Either party without the prior written approval of the other shall not assign this agreement.
- 11.3 This Agreement shall be interpreted in accordance with the laws of the Province of Saskatchewan.

**IN WITNESS WHEREOF** the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 202\_\_\_\_\_.

**CITY OF PRINCE ALBERT**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**IN WITNESS WHEREOF Econo Lumber.** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 202\_\_\_\_\_.

**ECONO LUMBER**

Per: \_\_\_\_\_

Per: \_\_\_\_\_



City of  
**Prince Albert**

***RPT 22-180***

**TITLE:** 2022 Off-Leash Dog Park Development

**DATE:** April 14, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

That \$12,100 from the 2022 Community Services Operating Budget to invest in Improvements to the Off-Leash Area, as outlined within Schedule No. 2 of the Responsible Pet Ownership Bylaw No. 13 of 2021, be approved.

**ATTACHMENTS:**

1. 2022 Off-Leash Dog Park Development (RPT 22-152)

Written by: Executive Committee



***RPT 22-152***

**TITLE:** 2022 Off-Leash Dog Park Development

**DATE:** April 1, 2022

**TO:** Executive Committee

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That \$12,100 from the 2022 Community Services Operating Budget to invest in Improvements to the Off-Leash Area, as outlined within Schedule No. 2 of the Responsible Pet Ownership Bylaw No. 13 of 2021, be approved.

**PRESENTATION:** Verbal by Tim Yeaman, Parks and Open Spaces Manager

**ATTACHMENTS:**

1. 2022 Off-Leash Dog Park Development (RPT 22-120)

Written by: Community Services Advisory Committee

**TITLE:** 2022 Off-Leash Dog Park Development

**DATE:** **March 7, 2022**

**TO:** Community Services Advisory Committee

**PUBLIC:** X **INCAMERA:**

**RECOMMENDATION:**

That \$12,100 be approved from the 2022 Community Services Operating Budget to invest in improvements to the Off-Leash Area as outlined within Schedule No. 2 of the Responsible Pet Ownership Bylaw No. 13 of 2021.

**TOPIC & PURPOSE:**

To provide a work plan as presented by Community Services as to next steps in the Off-Leash discussion around development of off-leash areas within the City and what that will entail for the 2022 operating season.

**BACKGROUND:**

This information has been provided in a past report and is here for review and consideration as we move forward with future decisions on how to identify, develop, and sign any future locations.

Off-leash dog recreation areas are becoming more common in municipalities across Saskatchewan but not without pros and cons to their development. Provisions for dogs in any community generates strong, frequently polarized, opinions on the subject. Dog owners are one of the user groups of our park system, and as a progressive City this should to be considered. However, irresponsible dog ownership is a frequent cause for irritation and results in a number of complaints to the City each year.

In response to Council Motion 19-30 dated December 9, 2019:

*“That Administration provide a report regarding the costs to build Off-Leash Dog Parks along the Rotary Trail at all four (4) corners of the City, with one (1) suggested going between 7<sup>th</sup> and 8<sup>th</sup> Avenue on River Street.”*

Community Services has taken the necessary steps in providing options to designated off-leash parks as well as providing information on considerations when developing and designating these parks. The City has had several locations around the city used as undesignated off-leash parks and recent consideration for designated off-leash parks should be considered.

Off-leash recreation areas can benefit both human and canine, by providing safe and fun places for dogs to exercise and for dog owners to socialize. Large open space off-leash areas are also attractive to non-dog owners as places to recreate in a naturalistic setting.

### **PROPOSED APPROACH AND RATIONALE:**

As part of the Community Service Department commitment to moving ahead with fully developing off-leash areas we will be concentrating on the first location already recognized under 'The Responsible Pet Ownership Bylaw No. 13 of 2021'. This location is over on the East side of the City in the naturally treed areas surrounding the City Sewage Treatment Plant. Operational budgeted dollars for 2022 will be used to accomplish completion of this park and we hope to use this as a template moving forward for future identification and development of additional sites.

Steps to completion will include the following:

- Park has been identified as an 'Open Space' and exceeds 10 acres in size so fencing this would not be possible as the costs would be prohibitive.
- We would work on demarcation of the main entrance to the park which is at the far-east end of 1<sup>st</sup> Street East.
- Signage would be developed with a set of 'Universal Rules' which would be site-specific and to be determined by the level of risk management for this site. Suggested park rules are listed below under 'signage'
- Consideration will also be given after a full-site review and walk-thru of the need for seating, a kiosk informational board, doggie waste-bag dispensers and trash receptacles.
- The department will look at the required maintenance standards for this identified area and the dollars required to maintain it. Based on preliminary observations we would consider the standards required as 'minimal' however further insight when completing the site review and walk-thru will help to determine if this is the correct standard for the park.

The need for off-leash dog recreation areas is a direct extension of urbanization. Whereas people used to own or have access to large parcels of open space to let their dogs run freely, the request to see more space made available for off-leash activities is on the rise. Off-leash dog recreation areas provide opportunities for neighbors to meet one another, help meet social needs for adults and children alike, and foster an increasing sense of community.



According to the American Kennel Club, the benefits of off-leash dog recreation areas include:

**Allow dogs to exercise and socialize safely.** Puppies and adult dogs need room to run, and enclosed play areas to permit them to do so while preventing them from endangering themselves and others...In addition, dogs who are accustomed to playing with animals and people other than their owners are more likely to be well-socialized and react well to strangers.

**Promotes responsible dog ownership.** Dog parks prevent off-leash animals from infringing on the rights of other community residents and park users such as joggers, small children, and those who may be fearful of dogs. Parks also make it easier for a City to enforce its leash laws, as resident dog owners with park access have no reason to allow their canine companions off-leash when outside the park.

**Provides an outlet for dog owners to socialize.** Dog parks are a great place for owners to meet other people with common interests. The love people share for their dogs reaches beyond economic and social barriers and helps foster a sense of community. Parks users also benefit from the opportunity to ask questions of other owners and find solutions to problems they might be having with their pet.

**Makes for a better community by promoting public health and safety.** Well-exercised dogs are better neighbors who are less likely to create a nuisance, bark excessively and destroy property. Their presence in the park, along with their owners, also may help deter crime.

## Design Standards

In researching speaking with other communities across Saskatchewan we wanted to look at standards for design used when creating off-leash dog recreation areas. The following are the ideal design standards that were, considered in speaking with other communities based on research.

### Type and Size

The Size of an off-leash area depends on the type and size of the parks it is located within. The following recommendations are guidelines; additional acreage may be allotted within each park type.

1. **Neighborhood Parks** Off-leash areas should be between one (1) acre up to two (2) acres
2. **Community Parks** Off-leash areas should be between two (2) acres up to five (5) acres
3. **Open Spaces** Off-leash areas should be ten (10) acres or larger

**Neighborhood Parks** are intended to be able to provide opportunities at a neighborhood level. The smaller park will be able to provided in greater number since the space requirement is smaller, as well as serving a smaller population of dogs. These parks enable the neighborhood to easily walk to the site, increasing community connectivity and sense of place (or belonging). Such parks would be frequented regularly as people include them in their daily schedule, being easily accessible in terms of travel time and distance.

**Community Parks** are slightly larger and support the population at a community level, i.e. a conglomerate of several neighborhoods. These parks provide an expanded level of recreational opportunities. Due to the size increase, dogs and humans are able to engage in more stringent activities, as so desired. People may choose to run with their dogs in this area, or simply provide for the ability for dogs to run, play and exercise at a level suited for their size and abilities.

**Open spaces** are the largest of the park designations. These are the least developed, providing an environmentally natural setting. Undeveloped trails may be created and other minimal facilities would be provided. These areas would be comparable to a hiking trail. A trailhead would exist at the onset of the park. This would differ from other parks as lighting and developed recreational facilities would not be necessary. There are fewer of these areas within the city due to size, albeit they are able to support a greater populations. Unlike the neighborhood and community parks, these areas would be more frequented on the weekends due to travel time and distance. The draw to these parks is the “reprieve” that is provided here compared to other parks.

It is not the intent to isolate all dog parks from other uses. Demarcation, proper siting and design are crucial for a successful dog park, especially as uses are combined. Neighborhood dog parks can easily be designed into other parks, even those that already exist. Proper fencing, park rules and safety designs will enable a variety of recreational uses within the same park.

### **Fencing and/or Demarcation**

The fencing and/or demarcation of an off-leash dog recreation area depends upon the location and the level of risk management.

- Developed areas may require fencing.
- Undeveloped areas may require fencing, partial fencing, or no fencing depending on the natural boundaries and use of the park.
- Unfenced areas should have signs posted (along boundaries) identifying the area as an off-leash recreational location, for both dog owns and non-dog owners alike.
- Fence height should be between 6’ and 8’ feet high.
- Fencing should not have more than a 3” gap.

### **Entrances/Exits**

**Closed/Fenced Parks** – Entrances and exits of fenced parks should be located in corners or other areas of the off-leash dog recreation area where there are no amenities, and planned in relation to amenities and social areas. A separate service entrance and/or emergency vehicle entrance should be included.

## Signage

Signs should be posted at the entrance and at various points within the park. Rules are necessary for off-leash dog recreation areas. There are “universal” rules and each site could have site-specific rules, to be determined by the level of risk management. The following are “universal rules” and suggested park rules:

1. Owners must clean-up after their dog and properly dispose of the waste.
2. The hours the park is open and closed.
3. Children under 14 years of age must be accompanied by an adult and closely supervised at all times.
4. Dog-handlers must leash their dogs when outside the Dog Park.
5. All dogs must be licensed and vaccinated, including rabies.
6. All dogs must be spayed or neutered.
7. Dogs must be supervised and kept under control by their owners at all times.
8. Puppies and aggressive dogs are not permitted to use the park. No aggressive behavior from dogs or handlers
9. If a dog digs a hole, the owner is responsible for filling it prior to their departure.
10. Limit the number of dogs per person (perhaps one or two per responsible person). This limit would need to apply to professional dog walkers as well.
11. Use park at own risk
12. No food or glass inside the park
13. No smoking inside park
14. Telephone numbers for reporting maintenance issues and or park related problems should be posted.

## Water Source considerations for Neighborhood and Community Parks

- Potable water source should be considered
- Include hose bib/quick coupler

## Other considerations when planning a dog park

- Benches/seating
- Trees/Shrubs
- Ground covering/Surface Material

- Kiosk – informational display board
- Doggie Waste-bag Dispensers
- Trash Receptacles

### **Maintenance Standards**

A set of standards should be developed as to the level of maintenance that would be required such as:

- Minimal Maintenance Standards
- Optimal Maintenance Standards
- Exceptional maintenance Standards

The other consideration regarding maintenance standards is whether this would be a city responsibility and if so what the budget implications would be and/or a group of volunteers providing the service.

The City should conduct thorough inspections to monitor the use of the off-leash dog park, on a regular basis and remove or repair hazards as soon as they are reported.

### **Funding Sources**

The cost for funding an off-leash dog recreation area, including planning development, and on-going maintenance and operation, is determined by property utilized and the amenities planned. Off-leash dog recreation areas could be added to existing parks, a consultation process with the surrounding community would want to be considered for feedback purposes as to whether there is support for the park.

Funding and construction costs will vary tremendously due to size, location, amenities and support services. The drive behind an off-leash park may be better served through partnership with dog owners who are active, organized, dedicated, creative and persistent and could explore and seek out a variety of funding options or partnership opportunities with the city.

### **Locations**

One of the primary challenges was to develop a methodology and structure for assessing dog park needs, and the community areas where they should be located. Community Services consulted with other city departments with expertise and knowledge on potential construction projects, long-term planning considerations. As a result we were able to come up with two potential off-leash park locations with further research and community consultation required to identify additional sites for consideration. The first two locations are:

#### **1. Neighborhood Park (North West Option):**

*River Street West between 7 and 8 Avenue* at a size of (1.3 Acres). This area is located directly off the Rotary Trail near the riverbank and is a parcel of land that is currently open green space. Development potential of this location to an off-leash

park would not, be realized until 2023 due to construction plans for a new Raw Water Pump House to begin in 2020. This location would require fencing.

## **2. Open Space Park:**

*Sewage Treatment Plant Option to be completed in 2022* - This location in the North East is located just off Mattes Avenue, and is accessible by way of 1<sup>st</sup> Street East and is (71.54 Acres).

An overview of the Weyburn, Saskatchewan Community Dog Park located along Tatagwa Trail has, been attached to this report as an example of what could be accomplished in partnership with a non-profit organization.

Furthermore, the off-leash park areas should be physically separate from the general public, and should avoid where possible being located around playgrounds, sports fields, public pathways or schools. This may not always be possible or desirable, but proximity to such public areas will increase the City's exposure to potential liability.

### **CONSULTATIONS:**

Community Services will continue its consultation with the City Solicitor to look at mitigating factors and considerations around liability and insurance and what steps may be required for consideration in any future development or designation of off-leash areas. The comments and thoughts from the City Solicitors Office have been taken under advisement and integrated into this report.

Community Services will consult with the Director of Planning to amend and update Schedule No. 2 of the 'Responsible Pet Ownership Bylaw' if required.

The Department will also reach out to the Prince Albert Kennel & Obedience Club, Prince Albert SPCA and other local stake holders on gauging interest in programming and operational partnership opportunities.

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The results and recommendations of the Community Services Advisory Committee will inform Community Services on next steps and considerations.

### **FINANCIAL IMPLICATIONS:**

1. The Parks Department would look to fund the following from the General Parks Operating Supplies Account:

- 10 Garbage Cans and Doggie Bag Dispensers - \$6400
- Benches – we will repurpose some benches that we have at the Old City Yards - \$0.00
- Mulching and clean-up of some trails - \$1200

- Parking improvements if required (gravel) - \$1500
2. The Parks Department would look to fund the following from the Community Program Advertising Expense Account:
    - Signage - \$3000

TOTAL Investment 2022 = \$12,100

#### **OTHER CONSIDERATIONS/IMPLICATIONS:**

There is no policy, or privacy implications, official Community Plan implementation strategies or other considerations.

#### **STRATEGIC PLAN:**

This report supports the ability to be accountable and transparent while working to ensure all facets of City operations and projects are sustainable, operating, with efficiency, mitigating risk, and utilizing transparent and realistic costing.

#### **OFFICIAL COMMUNITY PLAN:**

This report supports the Community Services Master Plan initiatives and addresses the goal of contributing to infrastructure and sustainability efforts through proper planning which can help preserve and maintain natural and built environments. Our connection to the natural work is important and must be considered in the delivery of community services.

#### **PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

#### **PRESENTATION:**

**Verbal by: Timothy Yeaman, Parks and Open Spaces Manager**

#### **ATTACHMENTS:**

1. Responsible Pet Ownership Bylaw
2. Weyburn Dog Park Information
3. Map of 2022 Sewage Treatment Plant-Off Leash Area

Written by: Timothy Yeaman, Parks and Open Spaces Manager

Approved by: Director of Community Services and City Manager

# CITY OF PRINCE ALBERT BYLAW NO. 13 OF 2021

*A Bylaw of The City of Prince Albert to regulate the conduct of pet owners in relation to the control of their pets*

NOW THEREFORE THE COUNCIL OF THE CITY OF PRINCE ALBERT IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

## **Short Title**

1. This Bylaw may be cited as “The Responsible Pet Ownership Bylaw”.

## **Purpose**

2. The purpose of this Bylaw is to encourage a safe and healthy community for citizens and their pets within the City of Prince Albert, by:
  - (a) Educating the public on responsible pet ownership;
  - (b) Providing for the licensing of dogs and cats;
  - (c) Controlling and regulating dogs and cats;
  - (d) Providing for the impounding of dogs and cats that are at large;
  - (e) Controlling and regulating exotic animals or pets and wild animals or pets;
  - (f) Controlling and regulating livestock; and
  - (g) Promoting the protection of people, animals and property in the City of Prince Albert.

**PART I**  
**DEFINITIONS**

3. (a) **“animal”** means any bird, reptile, insect, amphibian or mammal, excluding humans and wildlife.
- (b) **“Animal Control Agency”** means the agency designated by The City to administer and enforce this Bylaw.
- (c) **“animal shelter”** means a facility operating within the City of Prince Albert, which is used for animal impoundment and kenneling.
- (e) **“at large”** means if the animal is off the premises of its owner, unless the animal is both on a leash not exceeding three (3) metres in length and is under proper control, or is within a City designated off-leash area and is under proper control.
- (d) **“Bylaw Manager”** means the person employed by the City of Prince Albert who is assigned to and holding the position responsible to administer, supervise and oversee bylaw enforcement and Bylaw Enforcement Officers for the City of Prince Albert.
- (e) **“City”** means the City of Prince Albert.
- (f) **“Council”** means the Council of the City of Prince Albert.
- (g) **“Court”** means the Provincial Court of Saskatchewan established pursuant to *The Provincial Court Act*.
- (h) **“Officer”** means that person employed by the Animal Control Agency, or poundkeeper, or a Bylaw Enforcement Officer appointed by Council as contemplated by Section 337 of *The Cities Act*, or any member of the Prince Albert Police Service.
- (i) **“off-leash area”** means an area designated by The City and which is illustrated in Schedule No. 2 where dogs are permitted to be off-leash provided that they are under proper control.
- (j) **“owner”** includes:
- (i) a person who keeps, harbors, or has possession, charge, or control over an animal; and
  - (ii) the person responsible for the custody or supervision of a minor at relevant time(s) where the minor is the owner of an animal.

but does not include:



- (iii) a veterinarian registered pursuant to *The Veterinarians Act, 1987* who is keeping or harbouring an animal for the prevention, diagnosis or treatment of a disease of or an injury to the animal; and
  - (iv) the operator of an animal shelter.
- (k) **“pigeon”** means a bird of the species *Columbia livia*, commonly known as the domestic pigeon, and includes without limitation pigeons raised for the purpose of racing or for the purpose of show, but excludes feral or wild pigeons.
  - (l) **“Poundkeeper”** means a person authorized by the operator of an animal shelter to impound and kennel animals.
  - (m) **“run”** means a permanent structure outside of a residential dwelling unit used solely for the containment of an animal.

## PART II LICENSING

### Dog and Cat Licenses Required

- 4. No person shall own or keep any dog or cat within the city unless such dog or cat is licensed as provided in this Bylaw.

### Licensing of Dogs and Cats

- 5. (a) Every owner shall obtain a license for each dog or cat.
- (b) Notwithstanding Subsection 5(a), the owner or prospective owner of any dog or cat adopted, claimed or otherwise taken from an animal shelter must obtain a license prior to that animal being released from an animal shelter.
- (c) The license referred to in Subsection 5(a) shall not be transferable.
- (d) The license year shall run from January 1<sup>st</sup> to December 31<sup>st</sup> of each year. The owner shall renew the license prior to its expiration.
- (e) When applying for a license under this section, the owner shall provide the following:
  - (i) a description of the dog or cat, including breed, name, gender and age;
  - (ii) a history of rabies vaccinations for the animal and whether the animal has been spayed or neutered;

- (iii) the name, address and telephone number of the owner; and
  - (iv) any other relevant information which may be required.
- (f) The owner shall be supplied with a current license tag and a receipt for payment of the license fee when a license is issued. The license tag must be renewed each year. Where a license tag is lost or destroyed, the owner will be issued a replacement license tag and the owner shall be responsible for any replacement costs. An operator of an animal shelter will issue one replacement license tag per year for each dog or cat at no cost.
- (g) No person shall be entitled to a license rebate under this Bylaw.
- (h) The annual license fee for each dog or cat shall be as set out in Schedule No. 1.
- (i) Where a license required pursuant to this section has been paid for by the tender of an uncertified cheque, the license is automatically revoked if the cheque is not accepted and cashed by the bank from which it is issued and/or drawn.
- (j) The penalty (fine) for failing to license a dog or cat shall be as set out in Schedule No. 4.

#### **Valid License Tag Attached**

6. (a) The owner of a dog or cat shall ensure that the dog or cat wears a collar to which is attached a valid license tag whenever the dog or cat is off the premises of the owner.
- (b) This section shall not apply while a dog or cat is participating in a recognized dog or cat show, obedience trial or field trial.
- (c) The penalty (fine) for failing to attach a valid license tag when a dog or cat is off the premises of the owner shall be as set out in Schedule No. 4.

#### **Exemptions from Licensing Dogs and Cats**

7. (a) The following are exempted from the licensing provisions in Section 5:
- (i) a store whose business includes the sale of pets and is licensed as such;
  - (ii) a veterinary hospital, clinic, boarding kennel or grooming kennel;

- (iii) a research institution housing and using dogs or cats for research purposes;
  - (iv) operator of an animal shelter; and
  - (v) service dogs acting in performance of police work.
- (b) A person who owns and physically relies on a guide dog trained and used to assist such person shall obtain a license for the dog in accordance with Part II and there shall be no fee payable by the owner for the license.

### **PART III REGULATION AND CONTROL OF CATS AND DOGS**

#### **Cats and Dogs at Large**

8. (a) No owner of a dog or cat shall permit the dog or cat to be at large, except as provided in Section 9. Notwithstanding, this section shall not apply to police service dogs in active duty.
- (b) For the purposes of Court proceedings to enforce the provisions of this Bylaw, if a dog or cat is found to be at large, the owner shall be deemed to have permitted the dog or cat to be at large unless the owner proves, to the satisfaction of the Court, that at the time of the offence, the owner did all that was reasonable to prevent the dog or cat from being at large.
- (c) The penalty (fine) for allowing a dog or cat to be at large shall be as set out in Schedule No. 4.

#### **Exceptions From Being at Large**

9. Notwithstanding Section 8, an owner may permit a dog to be at large in any of the off-leash areas described in Schedule No. 2 provided that:
- (a) the dog is accompanied by the owner or a person having the owner's authority to be supervising the dog at the relevant time;
  - (b) the owner or supervising person referred to in Subsection 9(a) has complete control of the dog by either physical or verbal means at all times;
  - (c) the dog has not been proven to be dangerous by a judicial proceeding;
  - (d) the dog does not display any signs of aggressive behavior; and

- (e) the owner or supervising person referred to in Subsection 9(a) has control of the dog at all relevant times in such a manner as to prevent any danger, risk or unreasonable interference with any person's lawful use of enjoyment of the area.

### **Prohibited Areas**

- 10. (a) No person shall permit a dog or cat to be:
  - (i) within three (3) metres of any playground apparatus available for public use;
  - (ii) in the South Hill Cemetery; and
  - (iii) in any posted area except for a specific activity approved by the City.
- (b) This section shall not apply to a person who owns and is physically reliant on a guide dog trained and used to assist such person.
- (c) This section shall not apply to a police service dog in active duty.
- (d) The penalty (fine) for allowing a dog or cat in the prohibited areas outlined in Subsection 10(a) shall be as set out in Schedule No. 4.

### **Cat Traps**

- 11. (a) Cat traps are available through the animal shelter. When requesting a cat trap, the person shall provide the name, address and telephone number of the person requesting the trap.
- (b) A person requesting a trap for a cat shall comply with all terms and conditions for the use of the trap specified by the animal shelter personnel that has provided the trap, including without limitation, terms and conditions pertaining to the treatment and disposition of any trapped cat, as established by the Animal Control Agency or Poundkeeper. Any person who fails to comply with the terms and conditions is guilty of an offence and liable on summary conviction to the penalty contained in Section 29.

### **Accumulation of Animal Feces**

- 12. (a) An owner or occupant of private property shall not allow animal feces to accumulate on the property which unreasonably interferes with the use and enjoyment of adjoining premises by owners or occupants.
- (b) The penalty (fine) for allowing animal feces to accumulate on private property shall be as set out in Schedule No. 4.

- (c) An Officer may charge the property owner and/or serve an owner or occupant of private property with a notice to remove all animal feces from the property within seventy-two (72) hours of service of the notice.
- (d) A notice under Subsection 12(b) may be served personally on an owner or occupant of private property, or sent by registered mail addressed to the owner of the property at the mailing address shown on the last revised assessment roll of the City.
- (e) A notice served by registered mail is deemed to have been received on the fifth day following the date of its mailing.
- (f) The City may remove the feces from the property if:
  - (i) the person to whom the request is made fails to remove the feces within seventy-two (72) hours; or
  - (ii) after reasonable inquiry, the whereabouts of the owner or occupant of the property cannot be determined.
- (g) If The City removes feces pursuant to Subsection 12(f), The City may collect from the owner reasonable charges and expenses as a debt due to The City and The City may recover the charges and expenses by action in a Court of competent jurisdiction.

### **Cleanup of Animal Feces**

- 13. (a) If a dog or cat defecates on any public or private property other than the property of its owner, the owner of the dog or cat shall remove the defecation immediately.
- (b) This section shall not apply to a person who owns and is physically reliant on a guide dog trained and used to assist such person.
- (c) The penalty (fine) for failing to immediately remove a dog or cat's excrement (defecation) from public or private property other than the property of the dog or cat's owner shall be as set out in Schedule No. 4.

### **Dog and Cat Runs**

- 14. (a) Where a dog or cat is housed or enclosed in a run, the owner shall ensure that the run is kept in a sanitary condition protecting the health and safety of the dog and/or cat and any other living being.
- (b) An owner shall ensure that a dog and/or cat run enclosure on the owner's property is located no closer that one (1) metre to a property

line and no closer than five (5) metres from a dwelling unit located on an adjacent property.

- (c) An owner shall ensure that a dog and/or cat run on the owner's property is constructed of material of sufficient strength and in a manner adequate to:
  - (i) confine the dog and/or cat; and
  - (ii) prevent the entry of children.
- (d) If, in the opinion of the Officer, the condition or location of a dog and/or cat run is not in accordance with this Bylaw, the Officer may order the owner of the property on which the dog and/or cat is located, to clean, alter, demolish or relocate the run within the period specified in the order.
- (e) The person to whom an order is issued pursuant to Subsection 14(d) shall comply with the order within the time specified in the order.
- (f) An order to relocate a dog and/or cat run enclosure issued pursuant to Subsection 14(d) will allow the owner of the property on which the run is located, at least thirty (30) days to relocate or remove the run.
- (g) An owner who fails to comply with an order made pursuant to this section shall be guilty of a continuing offence and subject to a penalty as set out in Schedule No. 4.

#### **Animal Left Unattended in a Motor Vehicle**

- 15. (a) The owner of an animal shall ensure that such an animal shall not be left unattended in any motor vehicle unless the animal is restricted so as to prevent access to a person or persons and as long as such restraint provides for suitable ventilation and hydration.
- (b) The penalty (fine) for leaving a dog or cat unattended in a motor vehicle shall be as set out in Schedule No. 4.

#### **Aggressive Animals**

- 16. (a) The owner of an animal shall ensure that such animal shall not:
  - (i) bite a person or animal whether on the property of the owner or not;
  - (ii) do any act to injure a person or animal whether on the property of the owner or not;

- (iii) chase or otherwise threaten a person or animal whether on the property of the owner or not, unless the person chased or threatened is a trespasser on the property of the owner; or
  - (iv) cause damage to property or other animals.
- (b) This section shall not apply to a police service dog in active duty.
  - (c) The penalty (fine) for biting, injuring, or chasing a person or animal or causing damage shall be as set out in Schedule No. 4.

### **Interference**

- 17. (a) No person shall:
  - (i) untie, loosen or otherwise free an animal which has been tied or otherwise restrained;
  - (ii) negligently or willfully open a gate, door or other opening of a fence or enclosure in which an animal has been confined and thereby allow an animal to run at large in the City; or
  - (iii) tease, entice, bait or throw objects at a confined animal.
- (b) The penalty (fine) for interference with an animal outlined under Subsection 17 (a) shall be as set out in Schedule No. 4.

### **Animal Abandonment**

- 18. (a) No person shall willfully fail to provide shelter or care to an animal in such a way as to desert or abandon such animal for which that person is an owner.
- (b) No person shall abandon any animal on the property of an animal shelter without formally surrendering such an animal to an animal shelter and paying all surrendering fees as charged by an animal shelter.
- (c) No person shall willfully fail to claim an animal that is being held at an animal shelter and for which he is an owner.
- (d) The penalty (fine) for abandonment of an animal shall be as set out in Schedule No. 4.

### **Humane Destruction of Sick and Injured Animals**

- 19. (a) An Officer or a veterinarian may take immediate action to humanely destroy any sick or injured animal found within the city where, in his opinion, immediate destruction of the animal is necessary to avoid unnecessary suffering by the animal.

- (b) Reasonable efforts shall be made to contact the owner of an animal before it is destroyed pursuant to Section 19 (a); however, no action lies against the Officer or veterinarian solely because the owner of the animal was not contacted.

### **Barking or Howling**

- 20. (a) No owner of a cat or dog shall permit the cat or dog to bark or howl so as to create a nuisance.
- (b) For the purposes of this section, the factors for determining whether the barking or howling of a cat or dog has become a nuisance are as follows:
  - (i) the proximity of the barking or howling to sleeping facilities;
  - (ii) the land use, nature and zoning of the area from which the barking or howling emanates and the area where it is received or perceived;
  - (iii) the time of day or night the barking or howling occurs;
  - (iv) the duration of the barking or howling;
  - (v) whether the barking or howling is the result of provocation;
  - (vi) the volume of the barking or howling; and
  - (vii) whether the barking or howling is recurrent, intermittent or constant.
- (c) Barking or howling in a residential area is deemed to be a nuisance if the barking or howling:
  - (i) occurs between the hours of:
    - (A) 11 p.m. and 6 a.m. on a day other than a Sunday or holiday; or
    - (B) 11 p.m. and 8 a.m. on a Sunday or holiday; and
  - (ii) persists for a period of:
    - (A) 15 consecutive minutes or longer; or
    - (B) 1 hour or longer, intermittently.
- (d) The penalty (fine) for barking and howling shall be as set out in Schedule No. 4.



**PART IV  
IMPOUNDING OF DOGS AND CATS**

**Impounding of Dogs and Cats**

21. (a) An Officer or Poundkeeper may seize and impound any dog or cat that is at large.
- (b) An Officer or Poundkeeper may enter onto the land surrounding any building in pursuit of any dog or cat which is found at large.
- (c) The Council may, by resolution, enter into an agreement with any person or organization for the purpose of participation in the enforcement of this Bylaw or for the purpose of providing pound keeping services.

**Impounded Cats and Dogs**

22. (a) Subject to the provisions of the current *City of Prince Albert's Dangerous Animal Bylaw*, the Poundkeeper shall keep all impounded dogs and cats for a period of at least seventy-two (72) hours, excluding the day of impounding. Statutory holidays shall be included in the computation of the seventy-two (72) hour period.
- (b) During this period, the owner may reclaim the dog or cat from the animal shelter upon payment to the Poundkeeper of the fees set out in Schedule No. 3.
- (c) No unlicensed dog or cat which is impounded shall be released to its owner until a license has been purchased.
- (d) If a dog or cat impounded is wearing a valid license tag, the Poundkeeper shall immediately notify the owner, by telephone or in writing, of the seizure of the dog or cat at the telephone number or address shown in the records. No liability whatsoever shall attach to The City or the operator on an animal shelter by reason of the failure of the owner to receive such notice.
- (e) If a dog or cat is not reclaimed within the period set out in Subsection 22(a), or if the owner of a dog or cat fails or refuses to comply within this period with the conditions set out in Subsections 22(b) and (c), the Poundkeeper may sell or humanely destroy the cat or dog.

**Obstruction of Enforcement**

23. (a) No person, including the person who is the owner of a dog or cat which is being impounded or has been impounded, shall obstruct a Poundkeeper or Officer in the execution of their duties as provided

in this Bylaw and the current *City of Prince Albert's Dangerous Animal Bylaw*.

- (b) The penalty (fine) for interference with enforcement of this Bylaw shall be as set out in Schedule No. 4.

## **PART V PERMITTED NUMBER OF ANIMALS**

### **Permitted Number of Animals**

- 24. (a) No person occupying a dwelling within the City of Prince Albert shall possess or harbor more than the maximum number of animals as outlined in Schedule No. 6.
- (b) The provisions of the section do not apply to animals:
  - (i) under the age of six (6) months;
  - (ii) being temporarily kept or harbored by veterinarians within the course of their profession;
  - (iii) being temporarily kept or harbored by retail pet stores within the course of their trade;
  - (iv) being temporarily kept or harbored by a Poundkeeper;
  - (v) being kept or harbored on the Prince Albert Exhibition Grounds;
  - (vi) being kept or harbored on a lot in the Conservation (CON) zoning district; and
  - (vii) in the course of transit.
- (c) The penalty (fine) for possessing or harboring animals in excess of the limits outlined under this section shall be as set out in Schedule No. 4

## **PART VI CONTROL AND REGULATION OF EXOTIC AND WILD ANIMALS**

### **Owning and Harboring Exotic and Wild Animals**

- 25. (a) No person shall own or harbour any animal, or hybrid of any animal, as listed in Schedule No. 5 for any purpose.

- (b) No person, partnership or corporation, whether operated separately or in connection with another business enterprise, shall operate a pet store that buys, sells, trades, exhibits or harbours any animal or hybrid of any animal as listed in Schedule No. 5.
- (c) The penalty (fine) for owning and/or harboring a purebred or hybrid animal listed in Schedule No. 5 shall be as set out in Schedule No. 4.

### **Exemption to Owning and Harboring Exotic and Wild Animals**

26. Section 25(a) does not apply to prohibit the harbouring of an animal or a hybrid of an animal as listed in Schedule No. 5 in the following places or circumstances:
- (a) an animal shelter;
  - (b) in a veterinary hospital under the care of a licensed veterinarian;
  - (c) on the premises of the Saskatchewan Polytechnic where such animals are being kept for research, study or teaching purposes; or
  - (d) by anyone holding a license under any statute of the Legislature of Saskatchewan of the Government of Canada, which permits the keeping of animals under stated conditions,

### **Feeding of Wild Animals and Wild Birds**

27. (a) It shall be an offence under this Bylaw to feed any wild animal or any wild bird being that of a pigeon, crow, magpie or raven within the City limits.
- (b) The penalty (fine) for feeding a wild animal or wild bird shall be as set out in Schedule No. 4.

## **PART VII CONTROL AND REGULATION OF BEES**

### **General Regulations – Bees**

28. (a) No beekeeping shall be located in any zone except for Park (P) for educational purposes and Agriculture (AG) north of the North Saskatchewan River.
- (b) Beekeeping is permitted in conformity with the following regulations:
- (i) Not more than six (6) colonies of bees are permitted on a parcel having an area less than seven (7) acres; and

- (ii) A beehive is not permitted within fifteen (15) metres of any property line.

## **PART VIII OFFENCES AND PENALTIES**

### **Offences and Penalties**

- 29. (a) Except as otherwise provided in this Bylaw, every person who contravenes any provision of this Bylaw is guilty of an offence and liable on summary conviction:
  - (i) in the case of an individual, to a fine of not more the \$2,000; and
  - (ii) in the case of a corporation, to a fine of not more the \$5,000.
- (b) Any person who is in default of payment of a fine imposed pursuant to this section may be liable to a term of imprisonment not exceeding ninety (90) days.

### **Notice of Violation and Remedial Orders**

- 30. (a) Notwithstanding Section 29, a Bylaw Enforcement Officer or a Police Officer may, as an alternative to proceeding by way of summary conviction, issue a notice of violation for any contravention(s) of this Bylaw.
- (b) A notice of violation issued by a Bylaw Enforcement Officer or Police Officer shall be in a form provided by the City and shall include the prescribed penalty amount set out in Schedule No. 4 of this Bylaw, which, if paid within the time prescribed will be accepted as an admission of the violation.
- (c) For the purposes of determined the prescribed penalty required by Schedule No. 4, the number of prior offences shall be determined by the number of prior notices of violation issued with respect to the specified contravention, with the exception of those that have been cancelled or dismissed by the Court.
- (d) If a notice of violation is issued, the notice shall require the person to pay to The City the penalty sum specified in accordance with this Bylaw within fifteen (15) days of the date the notice of violation is delivered.
- (e) The date of payment shall be determined as follows:

- (i) For payment in person, the date of payment shall be the date payment is received by the City;
  - (ii) For payment by deposit, the date of payment shall be the date payment is deposited in the depository at City Hall; or
  - (iii) For payment by mail, the date of payment shall be the federal post marked date on the remittance.
- (f) The City's rights under this section shall be in addition to The City's right to seek other legal remedies or actions for abatement of the contravention.
- (g) The penalty sum specified in a notice of violation is to be paid:
- (i) In person, during regular office hours, to the cashier located at City Hall, 1084 Central Avenue, Prince Albert, Saskatchewan;
  - (ii) By mail addressed to the Office of the City Treasurer, City Hall, 1084 Central Avenue, Prince Albert, Saskatchewan S6V 7P3; or
  - (iii) By any other method indicated on the notice of violation.
- (h) If payment, as required under a notice of violation, is not paid by the date specified therein, then the penalty sum specified therein shall be enforceable by The City as a debt due to The City.
- (i) A person to whom a notice of violation is being issued pursuant to this section shall, upon request by the person issuing the notice of violation, provide their name, address and date of birth. Any person who fails to provide this information is guilty of an offence and liable on summary conviction to the penalty contained in Section 29.

## **PART IX MISCELLANEOUS**

### **Appointment of Officers**

31. (a) The Prince Albert Society for the Prevention of Cruelty to Animals is designated as the Animal Control Agency.
- (b) The Animal Control Agency or Poundkeeper is authorized to delegate the enforcement of this Bylaw to their employees.

**Severability**

32. If any section, subsection, sentence, clause, phrase or other portion of this Bylaw is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provision and the holding of the Court shall not affect the validity of the remaining portions of the Bylaw.

**Repeal**

33. Bylaw No. 26 of 2018 and all applicable amendments and subsequent amending Bylaws are hereby repealed.

Notwithstanding the repeal, every license fee and/or fine outstanding pursuant to Bylaw No. 26 of 2018 as amended shall remain in force and enforceable as if made pursuant to this Bylaw and may be dealt with as if made pursuant to their this Bylaw.

**Coming Into Force**

34. This Bylaw shall come into force and take effect on, from and after the day of its final passing.

INTRODUCED AND READ A FIRST TIME THIS 12<sup>TH</sup> DAY OF July ,A.D., 2021  
READ A SECOND TIME THIS 12<sup>TH</sup> DAY OF July ,A.D., 2021  
READ A THIRD TIME AND PASSED THIS 12<sup>TH</sup> DAY OF July ,A.D., 2021

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CITY CLERK

**SCHEDULE NO. 1**  
**To Bylaw No. 13 of 2021**

**Annual License Fees for Dogs and Cats**

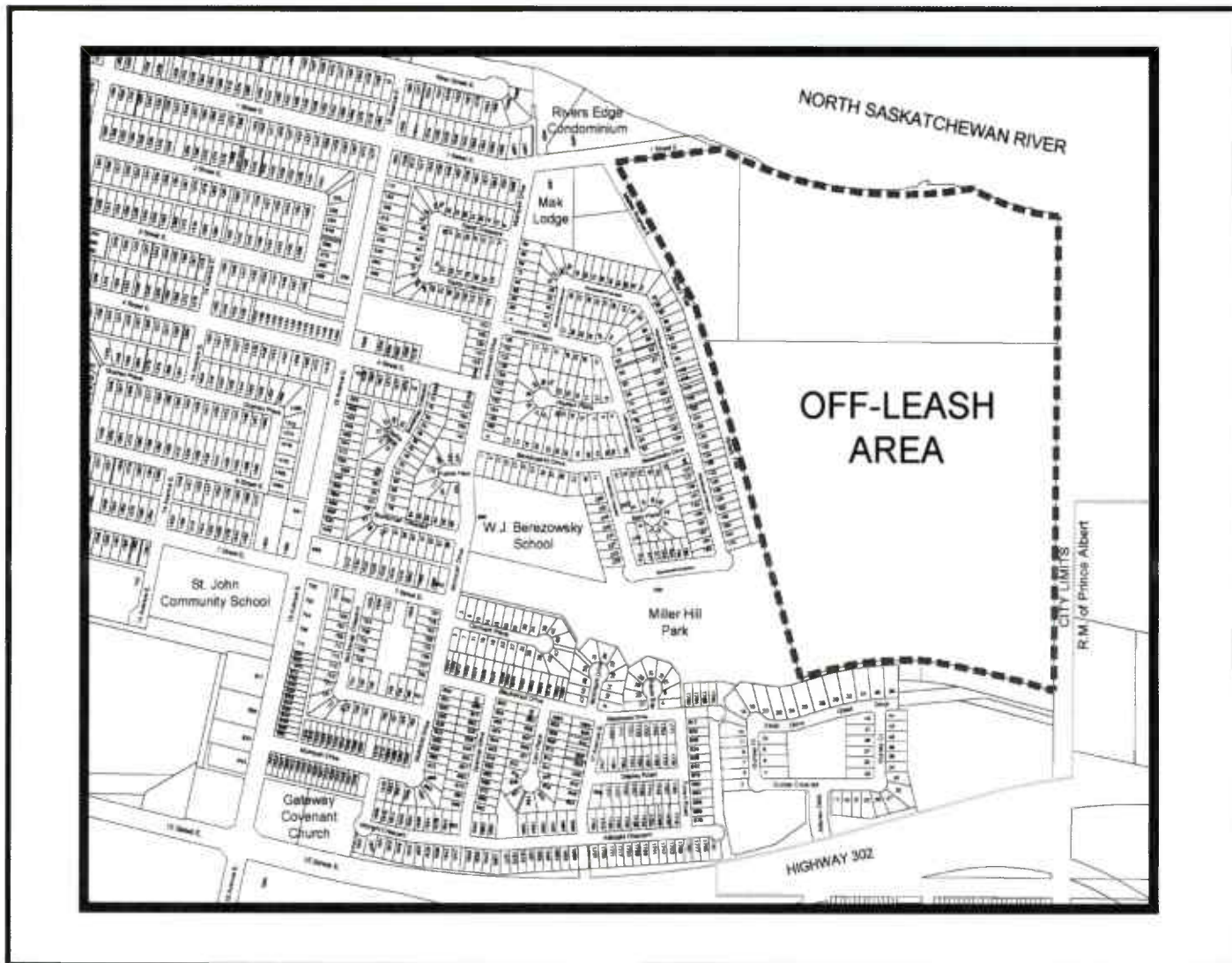
**Effective July 12<sup>TH</sup>, 2021:**

Dog <b>not</b> spayed or neutered	\$75.00
Dog spayed or neutered	\$25.00
Dog up to 6 months	\$25.00
Cat <b>not</b> spayed or neutered	\$75.00
Cat spayed or neutered	\$25.00
Cat up to 6 months	\$25.00

**SCHEDULE NO. 2**

**To Bylaw No. 13 of 2021**

**Off-Leash Area**





**SCHEDULE NO. 3**

**To Bylaw No. 13 of 2021**

**Impoundment Fees for Cats and Dogs**

**Effective July 12<sup>TH</sup>, 2021:**

Pound fee	\$60.00
Care and sustenance fee	The rate per day, or a portion thereof, commencing at 12:00 a.m. on the day immediately following the day of impoundment shall be the rate that is charged as determined by the local market rate.
Euthanization fee	Fees to be equal to the charge of the veterinarian plus any mileage fees associated with the travel.

**SCHEDULE NO. 4**

To Bylaw No. 13 of 2021

**Penalties for Non-Conformity with Bylaw**

**Charges are assessed to the owner, not the animal offences for which a summary offence ticket may be issued.**

Section	Offence	Penalty (Fine)		
		1 <sup>st</sup> Offence	2 <sup>nd</sup> Offence	Subsequent
Section 5	Failure to license a dog or cat	\$75	\$125	\$275
Section 6	Failure to attach valid license tag when a dog or cat is off the premises of the owner	\$75	\$125	\$275
Section 8	Dog or cat being at large	\$75	\$125	\$275
Section 10	Dog or cat in prohibited areas	\$75	\$125	\$275
Section 12	Allow animal feces to accumulate on private property	\$75	\$125	\$275
Section 13	Failure to immediately remove a dog or cat's excrement (defecation) from public or private property other than the property of the dog or cat's owner	\$75	\$125	\$275
Section 14	Failure to clean, alter, demolish or relocate dog and/or cat run	\$25 per day the order is not complied with		

**SCHEDULE NO. 4 (continued)**

**To Bylaw No. 13 of 2021**

**Penalties for Non-Conformity with Bylaw**

**Charges are assessed to the owner, not the animal offences for which a summary offence ticket may be issued.**

Section	Offence	Penalty (Fine)		
		1 <sup>st</sup> Offence	2 <sup>nd</sup> Offence	Subsequent
Section 15	Leaving a dog or cat unattended in a motor vehicle	\$100	\$250	\$500
Section 16				
(a)	Biting a person or animal	\$100	\$200	\$300
(b)	Injuring a person or animal	\$100	\$200	\$300
(c)	Chasing a person or animal	\$100	\$200	\$300
(d)	Causing damage	\$100	\$200	\$300
Section 17				
(a)	Untie or free an animal	\$75	\$175	\$275
(b)	Willfully open a gate or door	\$75	\$175	\$275
(c)	Tease, throw things at confined animal	\$75	\$175	\$275
Section 18	Abandonment of an animal	\$200	\$300	\$400
Section 20	Dog or cat barking or howling	\$75	\$125	\$275
Section 23	Interference with enforcement	\$100	\$250	\$500
Section 24	Exceeding the maximum number of animals	\$75	\$125	\$275
Section 25	Owning and/or harboring a purebred or hybrid animal listed in Schedule No. 5	\$150	\$300	\$500
Section 27	Feeding a wild animal or wild bird	\$75	\$125	\$275

## SCHEDULE NO. 5

### To Bylaw No. 13 of 2021

#### Listing of Animals Prohibited

Being a list of animals, the keeping of which is prohibited within the City of Prince Albert. *Example of animals of a particular prohibited group are given in parentheses. They are examples only and shall not be construed as limiting the generality of the group.*

- all Arachnids dangerous to humans (such as scorpions and tarantulas, except tarantulas of the genera Aphonopela, Avicularia and Grammostola)
- all Artiodactylus Ungulates, except domestic goats, sheep and cattle
- all bats
- all Canids, except the domestic dog
- all Crocodylians (such as alligators, crocodiles and caimans)
- all Edentates (such as anteaters, sloths and armadillos)
- all elephants AND all hyenas
- all Felids, except the domestic cat
- all Marsupials (such as kangaroos and opossums)
- all Mustelids (such as skunks, weasels, otters & badgers) except the domestic ferrets
- all non-human Primates (such as gorillas and monkeys)
- all Perissodactylus Ungulates, except the domestic horse, mule and ass
- all Pinnipeds (such as seals, fur seals and walruses)
- all Procyonids (such as raccoons, coatis and cacomistles)
- all Raptors, diurnal and nocturnal (such as eagles, hawks and owls)
- all Ratite Birds (such as ostriches, rheas, and cassowaries)
- all snakes of the families Pythonidae and Boidae
- all Ursids (bears) AND all venomous Reptiles and Amphibians AND all Veverrids (such as mongooses, civets and genets)

**SCHEDULE NO. 6**  
**To Bylaw No. 13 of 2021**

**Maximum Number of Animals Permitted**

**Definitions**

- Group A: Dogs and cats
  - Group B: Rabbits and ferrets
  - Group C: Pigeons and domestic birds
  - Group D: Cattle and other beasts of burden, horses, sheep, goats, pigs and other livestock
  - Group E: Turkeys, ducks, geese, chickens, swans and pheasants
  - Group F: Ferae naturae, that is of wild nature of disposition, mink and skunks
- Zone: Carries the same meaning as defined in The City of Prince Albert Zoning Bylaw No. 1 of 2019.

ZONE	LOT AREA IN HECTARES	MAXIMUM NUMBER OF ANIMALS PERMITTED					
		GROUP A	GROUP B	GROUP C	GROUP D	GROUP E	GROUP F
FUD or AG Zones south of the North Saskatchewan River	Any size	10 with a maximum 4 dogs	5	40	0	5	0
AG Zones north of the North Saskatchewan River	Any size	10 with a maximum 4 dogs	5	40	1 per hectare or part thereof	20	0
AG	Less than 2 hectares	10 with a maximum 4 dogs	5	40	0	5	0
AG	2 hectares and over	10 with a maximum 4 dogs	5	40	1 per hectare or part thereof	20	0

**SCHEDULE NO. 6 (continued)**

To Bylaw No. 13 of 2021

**Maximum Number of Animals Permitted**

**Definitions**

Group A: Dogs and cats

Group B: Rabbits and ferrets

Group C: Pigeons and domestic birds

Group D: Cattle and other beasts of burden, horses, sheep, goats, pigs and other livestock

Group E: Turkeys, ducks, geese, chickens, swans and pheasants

Group F: Ferae naturae, that is of wild nature of disposition, mink and skunks

Zone: Carries the same meaning as defined in The City of Prince Albert Zoning Bylaw No.1 of 2019.

ZONE	LOT AREA IN HECTARES	MAXIMUM NUMBER OF ANIMALS PERMITTED					
		GROUP A	GROUP B	GROUP C	GROUP D	GROUP E	GROUP F
C2	Any size	3	0	0	0	0	0
C3	Any size	3	0	0	0	0	0
C4	Any size	3	0	0	0	0	0
CMU	Any size	3	0	0	0	0	0
I1	Any size	3	0	0	0	0	0
I2	Any size	3	0	0	0	0	0
M1	Any size	3	0	0	0	0	0
M2	Any size	3	0	0	0	0	0
M3	Any size	3	0	0	0	0	0
M4	Any size	3	0	0	0	0	0

**SCHEDULE NO. 6 (continued)**

**To Bylaw No. 13 of 2021**

**Maximum Number of Animals Permitted**

**Definitions**

Group A: Dogs and cats

Group B: Rabbits and ferrets

Group C: Pigeons and domestic birds

Group D: Cattle and other beasts of burden, horses, sheep, goats, pigs and other livestock

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Group F: Ferae naturae, that is of wild nature of disposition, mink and skunks

Zone: Carries the same meaning as defined in the City of Prince Albert Zoning Bylaw No.1 of 2019.

ZONE	LOT AREA IN HECTARES	MAXIMUM NUMBER OF ANIMALS PERMITTED					
		GROUP A	GROUP B	GROUP C	GROUP D	GROUP E	GROUP F
AP	Any size	3	0	0	0	0	0
R1	Any size	5, with a maximum 3 dogs	2	30	0	0	0
R2	Any size	5, with a maximum 3 dogs	2	30	0	0	0
R3	Any size	5, with a maximum 3 dogs	2	30	0	0	0
R4	Any size	5, with a maximum 3 dogs	2	30	0	0	0
CR2	Any size	10	2	30	0	0	0
CR1	2 hectares and over	10	5	30	1 per hectare or part thereof	5	0
RMU	Any size	3	0	0	0	0	0

The Weyburn Community Dog Park is an off-leash dog park located along the Tatagwa Trail. It is approximately 2.8 acres and provides 2 separate fenced areas for large and small dogs. There is also a staging area where leashes can be removed before entering the off-leash area.

In 2009, a non-profit organization called Weyburn Community Dog Park proposed the idea of the dog park to the City of Weyburn council. The City of Weyburn provided the land in 2010 and the construction began in 2011.

In 2017, the Weyburn Kinsmen and Kinette Club took over the Dog Park and are currently maintaining the park.

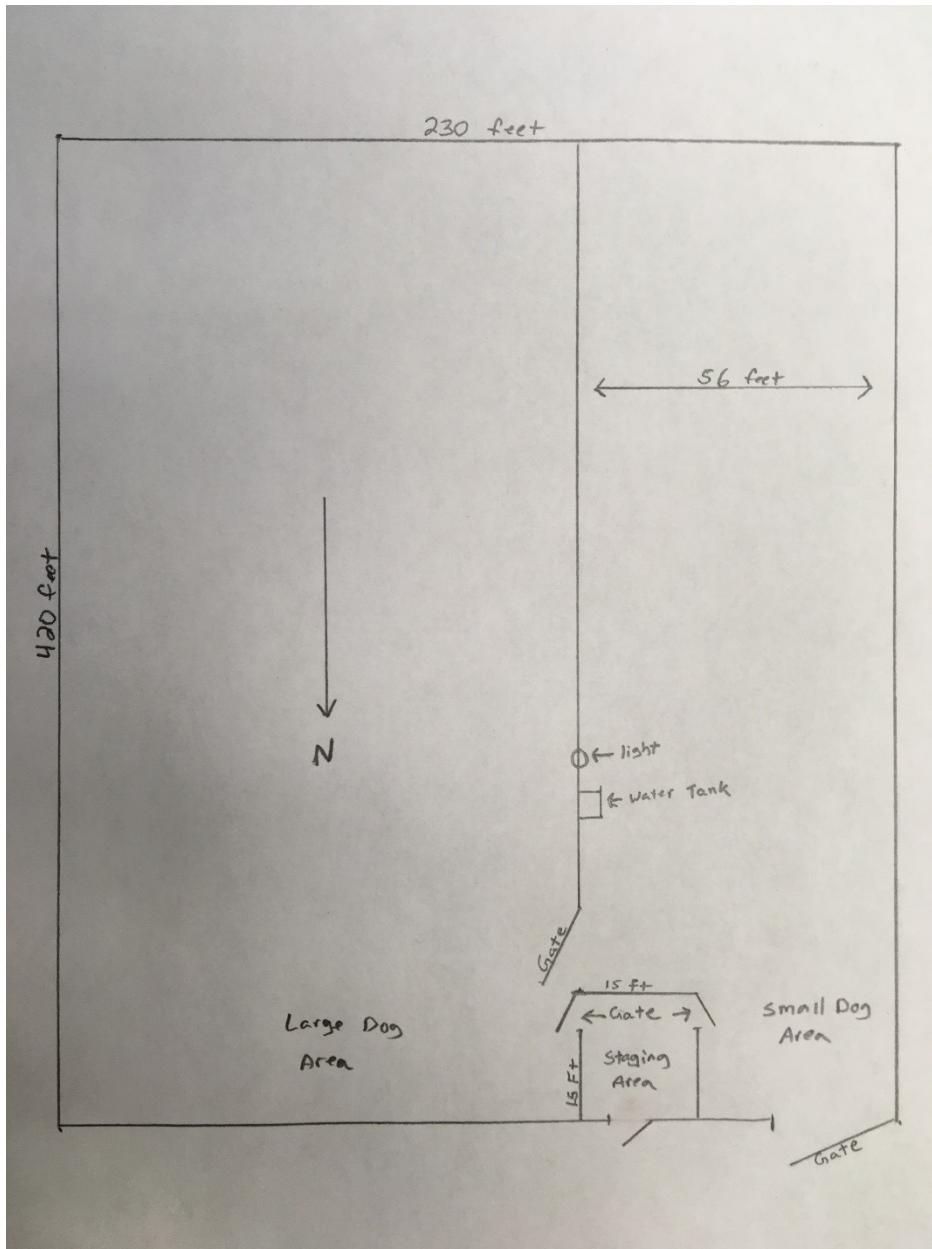
The actual cost of materials and construction is unknown as construction was done by volunteers and paid by donations.

The fence is constructed with 8 foot wooden posts spaced 30 feet apart and enclosed with page wire as opposed to chain link fence.





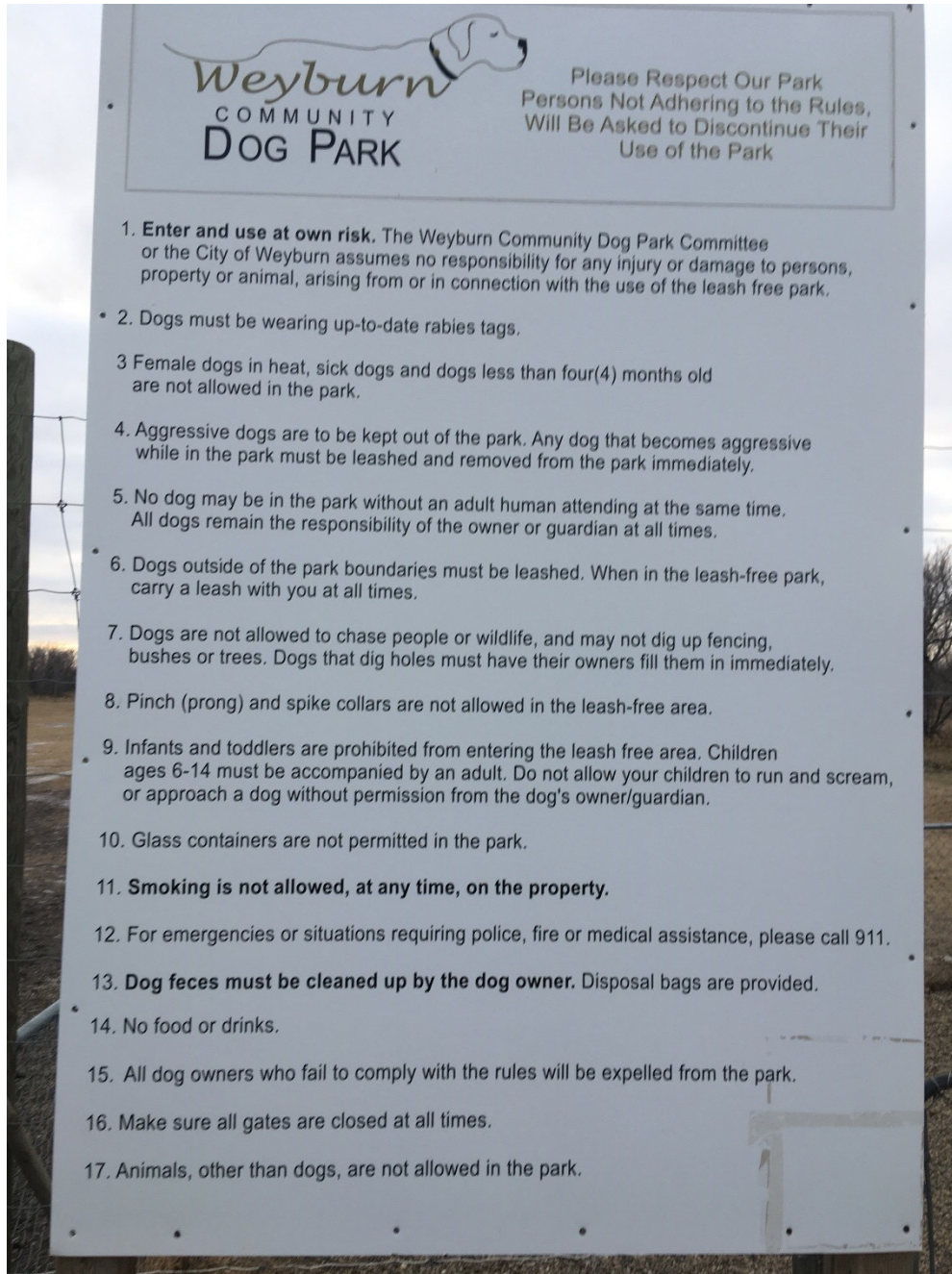
The first area for larger dogs measures approximately 420 x 174 feet and the second area for smaller dogs measures approximately 420 x 56 feet. The staging area measures 15 x 15 feet.



There are 3 smaller walk in gates in the staging area to allow access to Dog Park and 2 larger gates (12 foot) for access for maintenance vehicles.



## Rules



## More Pictures



“Doggy Doo” bag dispensers and garbage bins are provided for pet owners as they are responsible to clean up after their pets. There is also a water tank available which is used for drinking water for dogs.

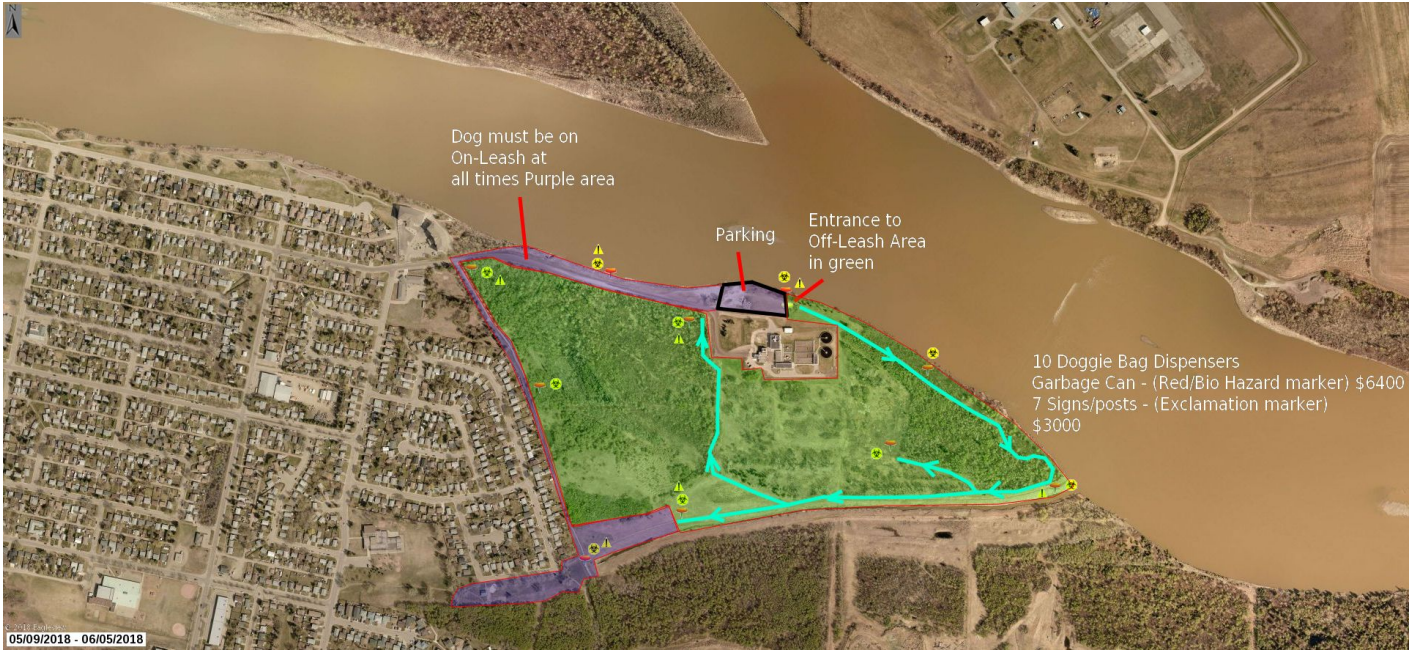


As previously stated the Weyburn Kinsmen maintains the Dog Park, however there is a letter of understanding between them and the City of Weyburn.

The Weyburn KinClub has agreed to take over those maintenance duties previously performed by the Dog Park Committee. Those duties include maintenance of the grounds and fence including collection of pet waste.

The City of Weyburn agrees to continue performing those maintenance items such as mowing, trimming and other miscellaneous items including periodic filling of the water storage tank and the supply of pet waste bags.

In the event either party wishes to revisit or discontinue the agreement they shall provide 90 days notice of their intention.





City of  
**Prince Albert**

**CORR 22-43**

**TITLE:** Letter of Opposition - Proposed Off-Leash Dog Park

**DATE:** April 21, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**ATTACHMENTS:**

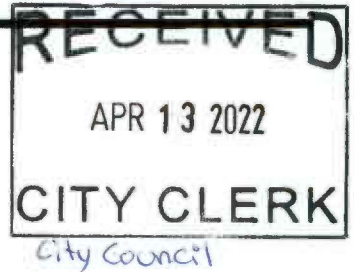
1. Email dated April 13, 2022

Written by: Robert and Jeannie Walker

**Amber Soles**

**Subject:**

RE: By-Law 13-2021 Proposed Off Leash Dog Park



On 2022-04-13, 10:30 AM, "Rick" <ve5tw@yahoo.ca> wrote:

[You don't often get email from ve5tw@yahoo.ca. Learn why this is important at <http://aka.ms/LearnAboutSenderIdentification>.]

Hi,

I wish to express my opposition to this proposed off leash dog park adjacent to my property, Rivers Edge Condominiums - 1602 -1st Street East.

My opposition is this will infringe on my walking enjoyment along the road to the sewage plant and weir, also alongside the Rotary Trail and drainage ditch. There is also the issue of increased traffic and parking in this area because of this proposal.

As it is now, because of lack of signage at the start of the Rotary trail off 1st Street East, I continually see vehicles driving on the trail, people stopping and removing the leash from their dogs. Now with the snow mostly gone, there is a lot of dog droppings all over due to dog owners not being responsible.

I also have to wonder about the vehicle traffic of city vehicles (some large) and equipment might have to now maneuver around loose dogs! Also, the large septic trucks using the same road. That seems to me to be a safety issue if one of those vehicles strikes one of these loose dogs. Having an off leash area with a road running through does not seem to be safe. Also, as a pedestrian if I am attacked by a loose dog along the road and/or trail, is their a liability issue?

Hopefully the city will more carefully reconsider this off leash area and come up with a better, safer area.

Also, for costs of this proposal, if it was to go ahead, please tax dog owners (license fees, etc.) to pay for this (garbage bins, bags, signage, benches, etc.).

Thank you for your consideration of our opinions.

Robert and Jeannie Walker

404-1602 1st Street East

Prince Albert, SK S6V 1G7





City of  
**Prince Albert**

***RPT 22-181***

**TITLE:** Beautification 2022

**DATE:** April 14, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That the Beautification Initiatives, as outlined in RPT 22-121, be approved for the 2022 season.

**ATTACHMENTS:**

1. Beautification 2022 (RPT 22-153)

Written by: Executive Committee



City of  
**Prince Albert**

***RPT 22-153***

**TITLE:** Beautification 2022

**DATE:** April 1, 2022

**TO:** Executive Committee

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That the Beautification Initiatives, as outlined in RPT 22-121, be approved for the 2022 season.

**PRESENTATION:** Verbal by Tim Yeaman, Parks and Open Spaces Manager

**ATTACHMENTS:**

1. Beautification 2022 (RPT 22-121)

Written by: Community Services Advisory Committee



**RPT 22-121**

**TITLE:** Beautification 2022  
**DATE:** **March 7, 2022**  
**TO:** Community Services Advisory Committee  
**PUBLIC:** X **INCAMERA:**

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**RECOMMENDATION:**

That the Beautification Initiatives outlined in this report be approved for the 2022 season.

**TOPIC & PURPOSE:**

To provide background on the beautification process for 2022 and the focuses on which Community Services will undertake this season.

**BACKGROUND:**

The following resolution was approved during the 2022 Budget Committee Regular meeting.

1. *“That the total 2022 Operating Budget for the City Beautification Functional Area be approved at a cost of \$75,800, as presented.”*

**PROPOSED APPROACH AND RATIONALE:**

Since the 2019 seasonal year, Community Services has been tasked with looking at implementing various beautification initiatives including how to best use budgeted funds allocated in each years annual budget to plan the beautification process. Discussions have and continue to take place around the Development of a Comprehensive Plan involving various City Departments as it relates to general maintenance, signage, landscaping and promotion. As we recognize that there are many areas through out the City to consider in the beautification process, much of that focus tends to be on Highway entrances and the 2<sup>nd</sup> Avenue corridor as this is the very first impression visitors and residents have of the City upon arrival.

When we speak of beautification, there have been discussions on improvements to landscaping which would include flowerbeds to brighten the entryways.

Recognizing that beautification can be a much broader topic and requires a more honed in visionary approach with a plan for implementation, identifying required budgeted dollars is something for Council’s consideration. The current dollars provided helps to achieve the

immediate needs within the 2<sup>nd</sup> Avenue Corridor as to cleanliness and presentation and also offers an opportunity to achieve other beautification related maintenance goals on a yearly basis.

In 2022 the Community Services Department is recommending the following Beautification Initiatives:

**1. Grass Cutting:**

- Focus on grass cutting, weed whipping along highway entrances and 2<sup>nd</sup> Avenue corridor.

**2. Flowers:**

- Flower planting – work will be focused on the Visitor Center Flower bed working in consultation with PAREDA on the planting, care and maintenance of that location.
- Planting of flowers at the following locations around the City:
  - City Hall, Rawlinson Centre, Arts Center, Police and Fire Service Departments, Downton PADBID, Kinsmen Water Park, Art Hauser, Diefenbaker House (red and white flowers), City Cemetery, AJFH, Cosmo Lodge.

**(Flower purchase and planting is estimated to cost between \$15-\$20,000)**

**3. Weed Control Management:**

- Attention to weed control efforts through the 2<sup>nd</sup> year rental of a Foam Stream weed control system from the months of May through September. This is an alternative to herbicide using 200-degree water and a biodegradable foaming agent comprised of a blend of coconut and palm kernel oils certified through the Roundtable of Sustainable Palm Oil, rapeseed oil, glucose, polysaccharides derived from the natural fermentation of glucose and glutamic acid derived from sugar beets. This is an all-natural product, focusing on and looking to alternatives in addressing the way we treat weeds. The system is user friendly and does not require special certification to operate, making it easier for staff to apply.

Areas of concentration include but are not limited to: 2<sup>nd</sup> Avenue, 6<sup>th</sup> Avenue, 15<sup>th</sup> Street corridors, curbs, sidewalks, downtown core, Memorial Square, city parking lots, city facilities, medians, tree grates, etc.

**(\$15,000 committed to initiative through the beautification budget)**

**2021 - \$2400/Month plus applicable taxes, May – September for a 1-year trial period. By October 15, 2021 the City had three (3) options to choose from:**

- a. Return the equipment at the City's expense
- b. Buy the equipment @ \$34,640 (this option was presented and not approved during the 2022 budget deliberations)

- c. Enter into a 4-year rental extension at same rate, 2022 – 2025. (Community Services will be entering into a rental extension for 2022 and making a request at the 2023 budget deliberations for purchase of the remainder of the contract)

#### 4. Infrastructure Maintenance:

- Additional street sweeping efforts along 2<sup>nd</sup> Avenue corridors and City entrances;

**(Completed through Public Works operational account)**

- Pressure washing and cleaning of the 2<sup>nd</sup> Avenue rod iron fencing, median area as well as the retaining walls on the East and West sides of 2<sup>nd</sup> Avenue; and,

**(This cost is normal covered under the Ministry of Highways Urban Connector Program)**

#### 5. Graffiti Removal Efforts:

- *Commercial efforts* - continued work with a local contractor to help address graffiti removal in a timely manner through out all areas of the City. We also engage the help of City Staff in some instances where the contractor is not able to attend outside of the 24 hour removal window that we work with.

- *Residential program* – the city does offer an ‘Anti-Graffiti Paint Program’ to help assist property owners with one gallon of paint, plastic gloves, paint tray, roller and brush to cover over tagging that has taken place on their property.

**(Approximately \$10 - \$15,000 a year spent on graffiti removal efforts through operational spending)**

#### 6. Tree/Shrub Planting partnership opportunities:

- In some of our corridor areas we will make a conservative effort in 2022 to look for additional planting opportunities to help improve the esthetics of the areas. Planting material could be used to help draw the eye away from less desirable areas but also help in defining and warming an area making it more appealing as you approach and pass through it. We would look to partner with local groups such as PA Model Forest to help execute some of this through the utilization of a volunteer base.

**(We have earmarked approximately \$10,000 towards this effort which would provide approximately (70) mature 15 Gallon trees or a combination of seedlings and mature trees/shrubs).**

A total of **\$60,000** of the **\$75,800** has been committed to continued beautification initiatives for 2022 with **\$15,800** earmarked for contingency should a project or an area identified within this functional area as needing attention arises.

As we continue to gain momentum and finding those quick wins with beautification, administration believes that future discussion regarding framework and consultation on this topic should be considered. Administration sees value in staying the course and putting the time in to internal operational processes and improvements however in order for the City to

take beautification to the next step a more comprehensive inter-departmental plan should be developed through consultation with key stakeholders.

Below are also some considerations to consider within the City's future planning processes regarding Beautification initiatives & opportunities.

- Rotary Adventure Park slated for 2022 at Little Red River Park adjacent to Highway 55;
- Highway 2 North corridor;
- Highway 3 corridor from the South East will be the future home of the new Aquatic and Arenas Recreation Center and Business District;
- Marquis Road Extension to 10<sup>th</sup> Avenue West;
- 6,000 plus square foot outdoor workout gym at the Alfred Jenkins Field House installed and ready for use in the spring of 2022;
- Largest outdoor All-Inclusive Canadian Tire Jumpstart and City Playground over 17,000 square feet;
- 23 kilometers of paved Rotary Trail;
- Sisters in Spirit Monument installed near River Street East and 1<sup>st</sup> Avenue East;
- Gazebo restoration and addition of lighting located near the Museum;
- Installation of River Bank Indigenous interpretive panels;
- Indigenous naming signage in 6 different Indigenous languages that were recently installed on River Street East and 1<sup>st</sup> Avenue East, 1<sup>st</sup> Avenue West and River Street West and 6<sup>th</sup> Avenue East on River Street; and,
- Parks naming initiative for Veterans

All of these projects are not necessarily specifically tied to the beautification of City Entrances however they aid in the messaging of City beautification efforts and bolster pride within community. A much larger discussion on what needs prioritizing, is recommended to ensure we remain focused on the future outcomes the City is wishing to focus on in years ahead.

As a department the topic of beautification is a big one and encompasses many departments. The Community Services Department serves mainly as the maintenance arm of this effort which is why a more corporate focused plan may be required.

### **CONSULTATIONS:**

As an ongoing step in the beautification process, the Community Services Department continues to meet regularly with representatives from the Departments of Public Works, Planning & Development, Corporate Services and Communications.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Upon approval, Administration will continue to communicate internally with all departments involved and provide timely updates to members of Committee as driven by Committee Agenda.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no policy, financial, privacy implications or other considerations.

**STRATEGIC PLAN:**

Developing design options for the Beautification of the City's Entrance Ways supports two of the City's Strategic Goals:

**Fiscal Management and Accountability** – The City strive to align priorities and initiatives to the corporate strategies and deliver municipal services in cost-effective ways.

**Infrastructure** – The City will create infrastructure that supports growth while planning for continuous improvements.

**OFFICIAL COMMUNITY PLAN:**

This report supports the Community Services Master Plan initiatives and addresses the goal of contributing to infrastructure and sustainability efforts through proper planning which can help preserve and maintain natural and built environments. Our connection to the natural world is important and must be considered in the delivery of community services.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**PRESENTATION:**

**Verbal by: Timothy Yeaman, Parks and Open Spaces Manager**

**ATTACHMENTS:**

- 1.Foam Stream Fact Sheet
- 2.Foam Stream Spec. Sheet

Written by: Timothy Yeaman, Parks and Open Spaces Manager

Approved by: Director of Community Services & City Manager



# FACTSHEET

## Foamstream vs. Steam Comparison of alternative herbicide-free methods.

*"Hot water insulated by a biodegradable foam (Foamstream) has been considered as the most efficient thermal weed control option as compared with hot air, open flame, or steam."*

**Determining treatment frequency for controlling weeds on traffic islands using chemical and non-chemical weed control - Rask et al., 2013**

### THE BENEFITS OF FOAMSTREAM OVER STEAM SYSTEMS:

- + Most cost-effective solution on the herbicide-free market, due to the following reasons:
  - Requires over 75% less treatment cycles than any steam system.
  - Suitable for use on all surfaces (hard, soft and artificial) unlike steam systems.
  - No addition of strong decalcifying chemicals unlike steam systems.
- + Most effective solution on the market to treat weeds, moss and algae.
  - + None of the health risks of working with steam systems
- + Suitable for use in all weather – meaning year-round use and no downtime due to bad weather.

### WHAT OUR CUSTOMERS SAY:

*"Our company has tried various alternative weed control solutions since 2010 and Foamstream is without doubt the most effective. Whereas hot water solutions only killed 50-60% of weeds on site, Foamstream instantly killed over 95% of weeds on first application, with just 2-3 applications (depending on the state of the soil) needed each year from then on. Foamstream is now the only weed control product for us."*

**Mr. Lemire, MD, Lemire Greenspace, France.**

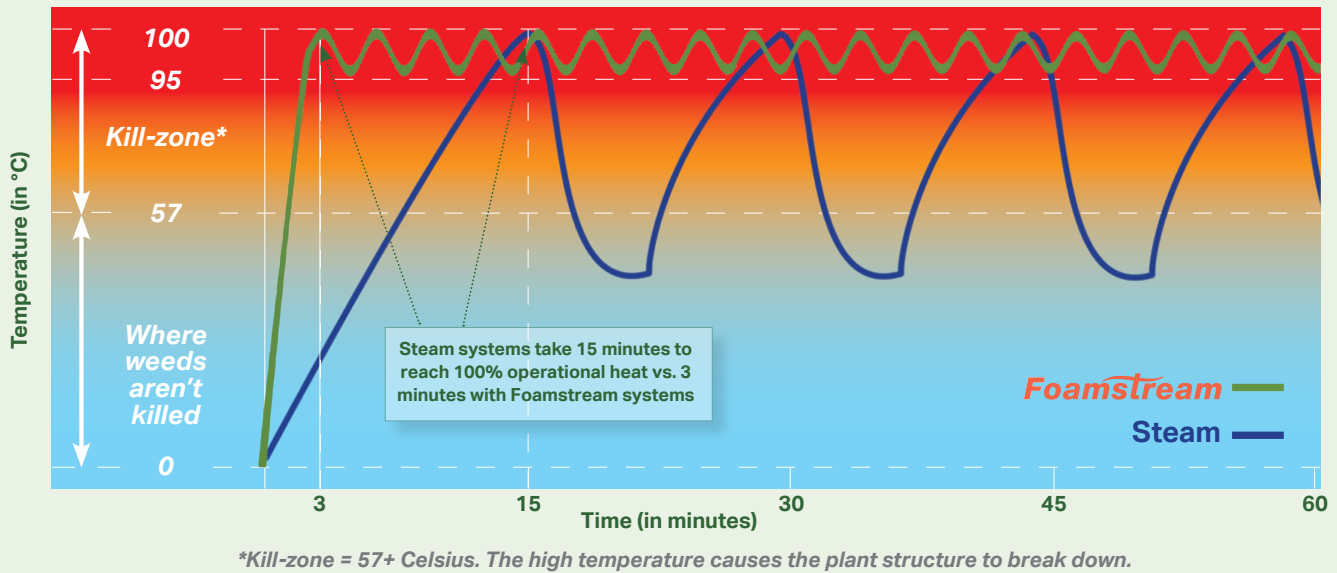
### WHY IS FOAMSTREAM SO MUCH MORE EFFECTIVE THAN STEAM ALONE?

The zone above 57°C is known as the kill-zone. The heat in hot water must stay within this temperature zone in order to damage the plant structure and allow effective and efficient thermal heat transfer from the leaf to the root. Research shows that stable delivery of heat at 80°C and above for the first five seconds is crucial to ensuring the most effective plant kill. Outside of the kill-zone (below 57°C) there is little to no effect on killing or substantially damaging the plant.

Unlike most steam systems, Foamstream systems are the only systems on the market with an electronically-automated dual phase burner, which guarantees stable temperature and pressure. Stabilising temperature and pressure means that we can guarantee the system stays consistently in the kill-zone unlike steam systems that fluctuate in and out of the kill-zone.



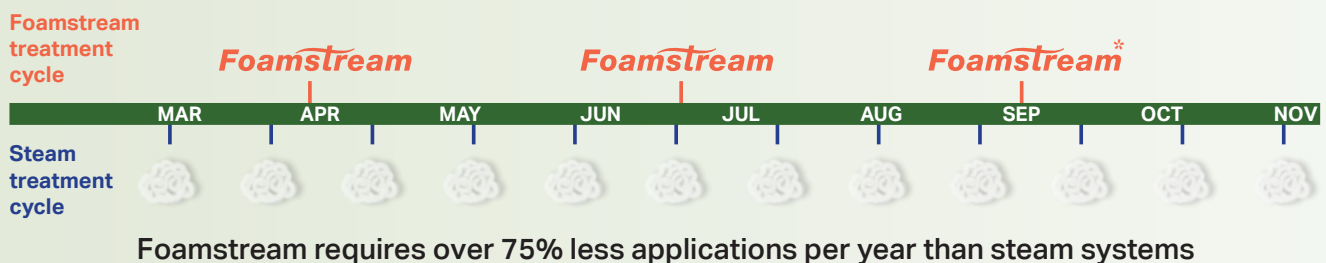
## Graph showing the effect on temperature stability when comparing Foamstream dual-phase boilers to steam single-phase boiler systems.



*"Weeds treated with Foamstream require just two to three treatments per season or as little as one if you're treating moss and algae. Steam systems would require ten to twelve treatments per season. Fewer treatment cycles mean lower labour costs and greater cost savings including less use of water and diesel."*

Dr Mike May

## Treatment cycle rate for Foamstream vs steam systems



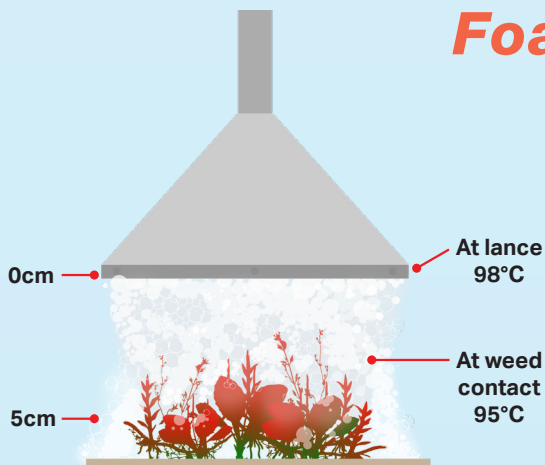
\*Third application may not be required

## HOW CAN FOAMSTREAM CONTAIN MORE ACTIVE INGREDIENTS BUT BE MORE COST-EFFECTIVE TO USE THAN A STEAM SYSTEM?

*"The foam ensures that the heat is retained in the hot water for longer. This allows the most efficient transfer of heat energy from water to plant by preventing heat loss to the atmosphere. The result is the most effective thermal transfer from the leaf to the root ensuring the plant is killed or severely damaged. The Foamstream process sterilises seeds and spores therefore requires fewer annual treatments due to minimising new growth. Overall this means that using Foamstream unequivocally represents the lowest total cost of ownership for users."*

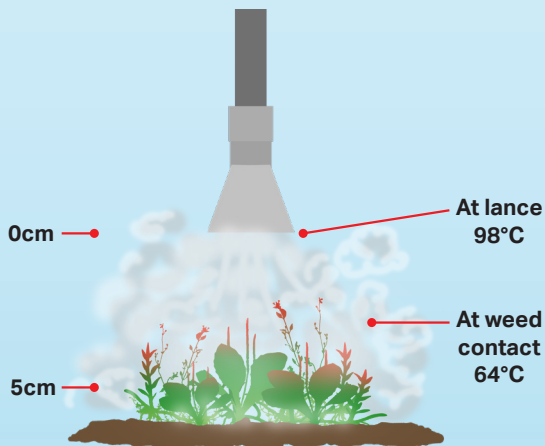
Dr Mike May

## Foamstream

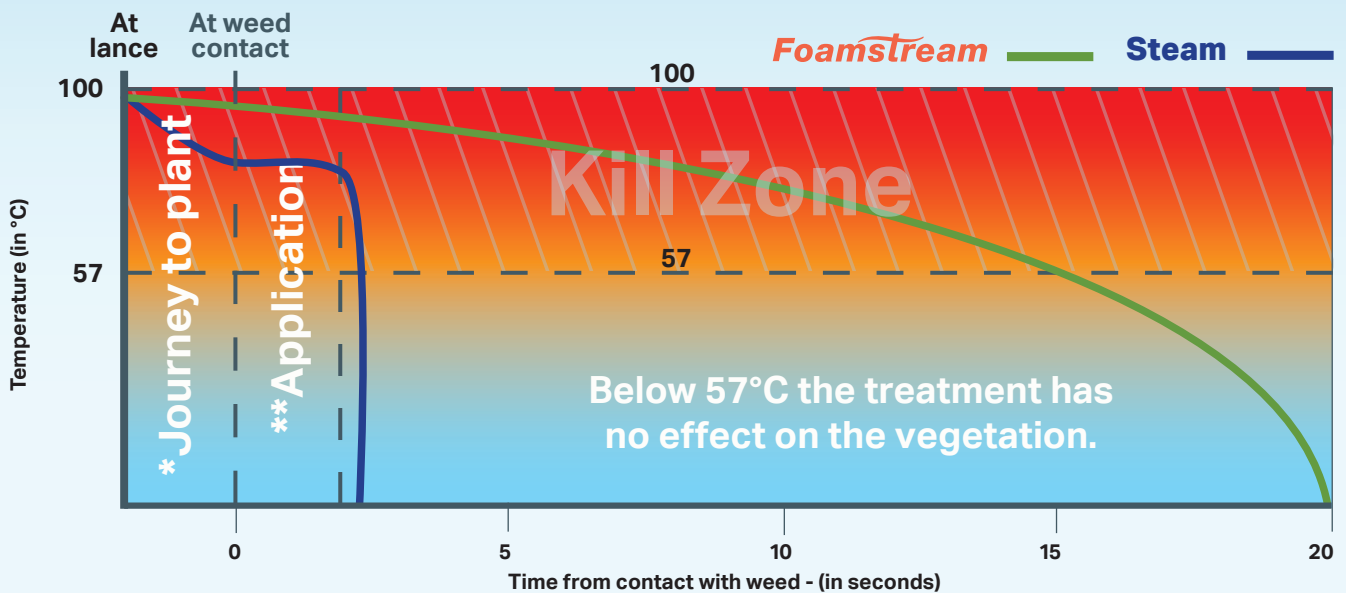


- Kills the weeds
- Sterilises seeds and spores
- Kills or sufficiently damages the root

## Steam



- Kills the leaves
- Some effect on seeds
- Very weak effect on root structure



\*Time taken for the steam/Foamstream to travel from lance to weed.

\*\*Time taken to cover the weed with the steam/Foamstream

## WHY FOAMSTREAM OVERTIME WILL COST YOU LESS THAN A STEAM SYSTEM DESPITE HAVING A HIGHER CAPITAL COST AND ONGOING CONSUMABLE COST.

**NB:** this graph uses USD (\$) as the currency

Parameters	Unit	Steam	Foamstream
Hourly labor rate	\$	25	25
Number of hours worked in a day	Hours	5	5
Daily labor cost	\$	125	125
Consumable cost (Foamstream, diesel, petrol and anti-lime)*	\$	52.5	174.5
OPEX per day (5 hours of actual work)	\$	177.5	299.5
100% treatment area in an hour	sq. ft./hour	750	5250
Treatment area covered in 5 hours	sq. ft.	3750	26250
Cost per sq. ft.	\$	0.0473	0.0114
Comparative cost of single treatment area of 10,000 sq. ft.	\$	473	114
Treatment cycles per year	Treatments	10	3
Comparative cost of annual treatment of area of 100,000 sq. ft.	\$	4,733.33	342.29

### \*Assumptions: (L = litre)

**Steam system consumes:** 9 L diesel, 0.3 L of anti-lime, 1 L of gasoline per hour: \$7.20 + \$2.50 + \$0.80 = \$10.50

**Foamstream consumes:** 8 L of diesel and 3 L of foam = \$6.40 + \$28.50 = \$34.90

**Price of gasoline:** \$0.75 per L (0.21 gal)    **Price of diesel:** \$0.80 per L (0.21 gal)    **Price of Foamstream:** \$28.50 per hour

## ENVIRONMENTAL CREDENTIALS OF FOAMSTREAM

- + Made from 100% biodegradable and environmentally friendly natural plant oils and sugars.
- + Approved for organic use by multiple accreditation bodies across Europe and North America.
  - + Safe for use around people, animals and delicate ecosystems including waterways.
  - + Uses less water and diesel to achieve the same results as a steam system.

## WHAT DO OPERATORS AND THE PUBLIC THINK ABOUT THE FOAM?

*"There are so many benefits to choose from but the single best thing about Foamstream has to be the cleanliness and the finish once the Foamstream has been applied. We're excited about Foamstream's possibilities as a public engagement tool as well as the positive feedback from potential clients and increased chances of getting onto new approved supplier lists."*

**Terry Burns, Senior Contract Manager, idVerde, UK.**

*"One of our highlights was the interest of passers-by and interaction with the public when we were out and about using the product".*

**Neil Reeves, Countryside Manager, SWLT, UK.**

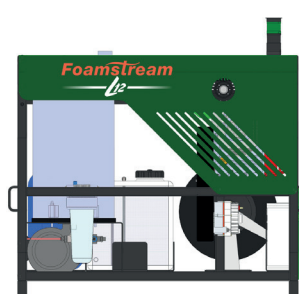
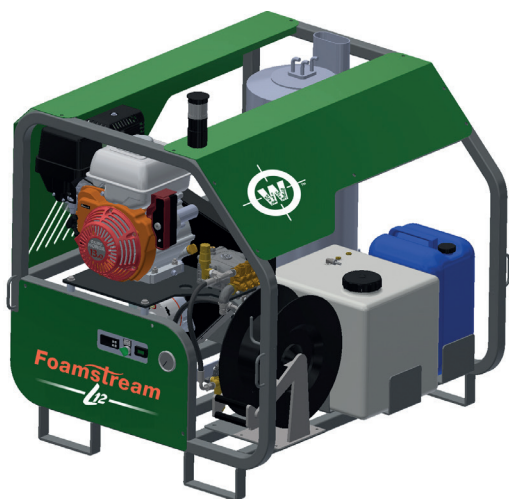


# Specification Sheet

## Foamstream L12

The L12 is our entry level plug and play Foamstream system. Operator driven, it relies on the operator to run it, rather than Weedingtech's proprietary Foamstream Software System (unlike the M600 & M1200).

With a rapid start-up time of 30-60 seconds the machine has full trigger functionality and is very easy to use. Its diesel and propane dual-fuel source powers it's 3.2 gal. per minute flow rate, matching that of our M1200 system. Its robust design is frame mounted with four fork-lift points and can be used on a variety of different vehicles, The L12 includes additional functionality for street cleaning and a new rinse-mode feature providing the operator with an option to use the machine with just water and no foam at high or low pressure.



MACHINE MEASUREMENTS	
HEIGHT	3' 6-1/4"
WIDTH	3' 5"
DEPTH	3' 2-1/2"
DEPTH + STANDARD TANK	6' 1"
WEIGHT DRY UNIT	617 lb.
WEIGHT WET UNIT	739 lb.
TOTAL WET WEIGHT (unit + tank)	2425 lb.
GENERATOR	Honda GX390, 6 kVA
EMISSIONS CLASS	EURO 5 equivalent
BOILER	324,153 BTU diesel powered, 12 V single stage, 2901 psi steel coil (1/2")
BOILER EFFICIENCY	90 %
WAND WEIGHT	5.5 lb.
HOSE LENGTH	66 ft.
OPERATING MEASUREMENTS	
INTERNAL OPERATING TEMPERATURE	221 °F
OPERATING TEMPERATURE AT WAND	208 °F
OVER-TEMPERATURE CUTOUT	248 °F
WEED CONTROL WAND PRESSURE	14.5 psi.
CLEANING WAND PRESSURE	1233 psi.
FLOW RATE AT WAND (per minute)	3.2 gal.
OPERATING NOISE LEVEL AT 3.3 ft.	< 85 dB
OPERATING NOISE LEVEL AT 16.4 ft.	< 78 dB
CONSUMABLE MEASUREMENTS	
PETROL TANK CAPACITY	1.6 gal. (5.1 hours)
DIESEL TANK CAPACITY	13.7 gal. (6.6 hours)
GENERATOR / PUMP OIL	see operating user manual
GENERATOR OIL CAPACITY	0/29 gal.
PUMP OIL CAPACITY	0.08 gal.
WATER TANK CAPACITY	206 gal.
FOAM TANK CAPACITY	6.6 gal. (8.6 hours)
FOAM JUG GROSS WEIGHT	55 lb.
FOAM STORAGE TEMP. REQUIRED	41-104 °F
OUTPUT PER HOUR*	
LOW VEGETATION DENSITY	7535 sq. ft.
HIGH VEGETATION DENSITY	4521 sq. ft.
TIME TAKEN TO TREAT 1 ACRE (HOURS)	< 6

\*Coverage figures are based on treating vegetation growth on hard surfaces in an urban environment.



**TITLE:** Federal & Provincial Funding Application – Branch Library

**DATE:** April 20, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That City Council support the application for an Investing in Canada Infrastructure Program (ICIP) grant for a new Prince Albert Public Branch Library and agree to meet legislated standards, the terms and conditions of the Investing in Canada Infrastructure Program, conduct an open tendering process, manage the construction of the project, fund the municipal share of the project, ongoing operation and maintenance costs, and to follow any mitigation measures as required by the Federal Impact Assessment Act and The Environmental Assessment Act of Saskatchewan.

**TOPIC & PURPOSE:**

The purpose of the report is to request support regarding the submission of a Funding Application for a new Branch Library.

**BACKGROUND:**

An intake for Community, Culture and Recreation Projects opened Tuesday, November 9, 2021. Phase 1 applications had a deadline of January 11, 2022 with Phase 2 applications due by May 10, 2022. Further information regarding the Investing in Canada Infrastructure Program (ICIP) is available at the following link. A copy of the Application Guide is also attached.

[Investing in Canada Infrastructure Program \(ICIP\) | Funding for Municipalities | Government of Saskatchewan](#)

The Federal and Provincial funding contributions will vary depending on the funding stream and the applicant type. This application would be considered a Municipal application on behalf of the City of Prince Albert. Below is the funding allocation under the ICIP Program:

- Federal share would be up to 40%
- Provincial share would be up to 33.33%
- Prince Albert Public Library Board and/or City of Prince Albert share up to 26.67%.

The following resolution (0506) was approved at the December 13, 2021 City Council meeting:

*“That Administration prepare an application for Federal and Provincial dollars for a Branch Library at the South East Sports and Culture Complex for City Council’s approval.”*

The opportunity to submit an Application was also considered at the December 16, 2021 Prince Albert Public Library Board meeting with the following resolutions (2021-125 & 126) approved by the Board:

*“To request assistance from the City of Prince Albert to apply for the Investing in Canada Infrastructure Program Grant through prior to the May 10, 2022 deadline, and;*

*“The Board will prepare the application then finalize with Community Services to be sent to City Council for approval and submission with the application process to be on the monthly agenda.”*

Further information has been secured by City Administration from the Provincial Government representatives responsible for this program. This consultation was necessary to establish options for the Library Branch application to prevent any issues with the City’s funding that has already been approved through ICIP in support of the Twin Pad Arenas & Aquatics Facility.

#### **PROPOSED APPROACH AND RATIONALE:**

Through consultation with the City’s Provincial contact for the ICIP Program, the best approach was determined to be a stand alone application at this time. This is the best approach to prevent any conflicts with the funding already received through the ICIP Program in support of the new Twin Pad Arenas & Aquatics Complex.

Administration has proceeded with the next steps to prepare the ICIP Funding application. Attached to this report are the Branch Library Concept Images and the Opinion of Probable Cost as submitted by the Prince Albert Public Library. Letters of support have also been received from the Prince Albert Grand Council and the Metis Nation of Saskatchewan. It is important to have this support as 42% of the population of the City of Prince Albert is Indigenous according to the latest Federal Census (2021). The Provincial average is 16%, so the Indigenous population of our city greatly exceeds the provincial average. The Prince Albert Public Library also has an Agreement with the Office of the Treaty Commissioner to provide Treaty Education to the general public. The Prince Albert Public Library prioritizes the offering of Indigenous Programming and employs Indigenous people so it is important to highlight this relationship.

This project will add a public library space adjacent to the Aquatic and Arenas project currently planned for construction in Prince Albert. This type of design is common in community facilities like this and will allow parents to have their children attend multiple events in the same location thereby saving travel costs. Library programs will be scheduled based on the age of children attending other events in the facility so if one age group is playing hockey, the branch library will plan events aimed at attracting a younger or older sibling. Placing different community services in close proximity reduces fuel costs for families, reduces traffic on roadways, and encourages members of the public to try other forms of recreation they may not have considered otherwise.

The vision for the Library is to serve as a safe and welcoming space for the entire community through incorporating accessible and inclusive features. The vision is consistent with the seven principles of Universal Design. Existing Library spaces utilize modular design so that they can be quickly re-configured for various purposes. The Libraries Act determines that the use of Public Libraries shall be free. The Public Libraries serve as one of the only indoor facility locations that are offered free of charge which further highlights the attention to accessibility.

The addition of the new Branch Library service point increases access for the South East portion of the community. Currently the main Library is centrally located with an additional service point in the West portion of the community at the Bernice Sayese Centre. The new proposed South East branch will increase access to Library and Cultural Learning services. The proposed South East location would be located within the larger Recreation and Business District with additional services located adjacent to the new South East Branch.

### **CONSULTATIONS:**

The following is a list of the key Consultation points in preparation of the ICIP Funding Application:

- Provincial Government ICIP representatives
- City of Prince Albert Steering Committee
- Prince Albert Public Library
- Prince Albert Grand Council
- Metis Nation of Saskatchewan

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

A further report will be provided for consideration by members of Council upon receiving notification from the Provincial Government regarding the status of the application. Pending the approval of the application, the projected timeline for the project is October 1, 2022 to March 31, 2024.

### **FINANCIAL IMPLICATIONS:**

The anticipated funding share upon receiving approval under the ICIP Program is as follows:

- Federal share would be up to 40%
- Provincial share would be up to 33.33%
- Prince Albert Public Library Board and/or City of Prince Albert share up to 26.67%.

Attached to the report is the Opinion of Probable Cost for the new Branch Library in the amount of \$7,728,509 plus applicable taxes. Utilizing the funding share outlined above, the City's share is projected to be \$2,061,193.30 plus applicable taxes in partnership with the Prince Albert Public Library. The City's commitment is to provide the shell space and the Prince Albert Public Library's commitment is for the interior design and fit-up requirements. A combination of internal funding and sponsorship/fundraising will need to be secured to meet the funding share up to 26.67%.

### **STRATEGIC PLAN:**

The submission of an ICIP application between the City of Prince Albert and the Prince Albert Public Library Board aligns with the City's Community Services Master Plan and Municipal Cultural Action Plan. As part of the Community Services Master Plan, Library Spaces were ranked 9<sup>th</sup> as part of the Indoor Facility Prioritization Framework. The Branch Library will also serve as a Cultural Learning Centre which aligns with the Goals & Priorities of the Municipal Cultural Action Plan.

### **OFFICIAL COMMUNITY PLAN:**

Section 24 of the Application Guide requires the Municipality to confirm that an Official Community Plan has been adopted in addition to identifying an established partnership through a Planning District and a Zoning Bylaw.

### **PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

### **ATTACHMENTS:**

1. ICIP Application Guide - Community, Culture, & Recreation Infrastructure Projects
2. Prince Albert Branch Library Concept Images
3. Class D - Opinion of Probable Cost
4. Letter of Support - Metis Nation of Saskatchewan

Written by: Jody Boulet, Director of Community Services

Approved by: Acting City Manager



# Investing in Canada Infrastructure Program – Community, Culture and Recreation-type Infrastructure Projects

## Full Application Guide

This guide is designed to assist the applicants in preparing an application for the Fall 2021 intake for the Investing in Canada Infrastructure Program, for infrastructure projects that are community, culture and recreation-based. (Please see [Appendix 1](#) for more information on project types). Eligible applicants are encouraged to submit their detailed applications for priority infrastructure projects. These submissions will result in improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations. The application form can be found at [ICIP Application-Community, Culture, & Recreation-type Infrastructure Projects - 2021-2022](#)

Part 3. Project Information	
	<p><b>Project Applicant/Entity Name:</b> <i>Status</i> - Select: City, Northern Hamlet, Northern Town, Northern Village, Resort Village, Rural Municipality, Northern Settlement, Town, Village, Not Applicable. <i>Name</i> - If you are a municipality, please select your name. *If you are not a municipality or if there are additional project owners (regional projects), please enter additional legal entity names.</p>
	<p><b>Street or P.O. Box No.:</b> Enter the street address or box number used for the applicant's mail deliveries.</p>
	<p><b>City/Town:</b> Enter the location used for the applicant's mail deliveries.</p>
	<p><b>Postal Code:</b> Enter the postal code used for the applicant's mail deliveries. Please avoid using spacing.</p>
	<p><b>Primary Project Contact Name:</b> Enter the first and last name of a contact that represents the applicant.</p>

	<p><b>Primary Project Contact Position/Title:</b> Enter the title of the contact person. This person must be authorized to submit the application on behalf of the Project Applicant/Entity. Please avoid using acronyms. <i>(Example: City Manager, Chief Administrative Officer, Acting Chief Administrative Officer, Chief Executive Officer).</i></p>
	<p><b>Primary Project Contact Email Address:</b> Enter a preferred email address. If additional information is needed, email will be the primary method of contact. Please note this section is case-sensitive.</p>
	<p><b>Verify the Email Address:</b> To ensure accuracy, do not copy/paste email. Please note this section is case-sensitive.</p>
	<p><b>Primary Project Contact Phone Number:</b> Enter the phone number of the contact.</p>
	<p><b>Primary Project Contact Phone Number (Cell):</b></p>
	<p><b>Alternate Project Contact Name:</b> Enter the first and last name of an alternate contact for the primary project applicant.</p>
	<p><b>Alternate Project Contact Position/Title:</b> Enter the title of the contact person. Please avoid using acronyms. <i>(Example: City Manager, Chief Administrative Officer, Acting Chief Administrative Officer, Chief Executive Officer).</i></p>
	<p><b>Alternate Project Contact Email:</b> Enter a preferred email address. If additional information is needed, email will be the primary method of contact. Please note this section is case-sensitive.</p>
	<p><b>Verify the Email Address:</b> To ensure accuracy, do not copy/paste email. Please note this section is case-sensitive.</p>
	<p><b>Alternate Project Contact Phone Number:</b> Enter the phone number of the contact.</p>
	<p><b>Alternate Project Contact Phone Number (Cell):</b></p>
	<p><b>Project Engineer Information:</b> If applicable, please provide contact details (name, company, phone number, email).</p>

<b>1</b>	<p><b>Project Applicant Type:</b>  <b>Select one of the Project Applicant Types from the list below:</b></p> <ul style="list-style-type: none"> <li>● A municipal or regional government established by or under provincial statute.</li> <li>● A public sector body that is established by or under provincial statute or by regulation or is wholly-owned by Saskatchewan, or a municipal government. (Example: crown corporation) When working in collaboration with a municipality, a public or not-for-profit institution that is directly or indirectly authorized, under the terms of provincial or federal statute, or royal charter, to deliver post-secondary courses or programs that lead to recognized and transferable post-secondary credentials.</li> <li>● A private sector body, including for-profit organizations and not-for-profit organizations. In the case of for-profit organizations, they will need to work in collaboration with one or more of the entities referred to above or an Indigenous Ultimate Recipients listed below.</li> <li>● A band council within the meaning of section 2 of the <i>Indian Act</i>.</li> <li>● A First Nation, Inuit or Métis government or authority established pursuant to a self-government agreement or a comprehensive land claim agreement between Her Majesty the Queen in Right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation.</li> <li>● A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure.</li> <li>● An Indigenous development corporation</li> <li>● A not-for-profit organization whose central mandate is to improve Indigenous outcomes.</li> </ul> <p style="color: red;">If you are not a Municipal/regional government established by or under provincial statute you will be required to upload the current audited financial statement at the end of the application.</p>
<b>2</b>	<p><b>Project Title:</b>  Enter a brief descriptive single-sentence title for the project. Do not include the applicant's name.  <i>(Example: Skating Rink Revitalization)</i></p>

3	<p><b>Project Description:</b> <i>(Minimum Character Count of 300 and Maximum of 1000)</i>  Enter a brief description of the project, including the scope and objective. Please provide estimated sizes/components where applicable, and outputs for the project.</p> <p><i>(Example 1: This project will expand the existing ice arena with a 4,500 sq.m. addition that houses one regulation-sized rink with spectator seating and a leisure ice surface with skate change areas. The new expansion will also include multipurpose rooms, change rooms, washrooms with a direct connection to the original arena and community centre.)</i></p> <p><i>(Example 2: The objective of this project is to create an accessible 2300 sq.m. splash/spray park that will offer a free, fun and safe outdoor recreational facility to encourage people to connect in a community space. Project includes:</i></p> <ul style="list-style-type: none"> <li>• <i>Construction of a 2000 sq.m. splash/spray park with multiple accessible play areas;</i></li> <li>• <i>Installation of water distribution and sewage collection system; and,</i></li> <li>• <i>Construction of 300 sq.m. public accessible change rooms with 10 change rooms.)</i></li> </ul> <p><i>(Example 3: The main objective of the project is to build a new 2000 sq.m. outdoor swimming pool basin and plumbing system to replace an aging swimming pool. The new 750 sq.m. pool will incorporate a lap pool, leisure pool, waterslide and beach entry area that will improve access for all ages and abilities and improve swimming lesson offerings.</i></p>
4	<p><b>Does the project involve a public-facing infrastructure (i.e., can be accessed by the public when completed)?</b></p> <p><b>Eligible Projects will support public infrastructure, defined as tangible capital assets primarily for public use and/or benefit and MUST incorporate the principles of universal design and meet or exceed the highest published provincial accessibility standards in effect at the time the Building Permit is issued</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><b>a) Please explain how it will incorporate the principles of universal design and meets the highest published provincial accessibility standards in effect at the time the Building Permit is issued:</b></p> <ul style="list-style-type: none"> <li>• Universal design is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design.</li> <li>• Universal design is based on seven principles; equitable use; flexible in use; simple and intuitive; perceptible information; tolerance for error, low physical effort; and size and space for approach and use;</li> <li>• When universal design principles are applied, products and environments meet the needs of potential uses with a wide variety of characteristics, including disabilities</li> </ul>

5	<p><b>Please explain how the highest published applicable energy efficiency standard in the jurisdiction is met or exceeded.</b></p> <p><b>All projects MUST meet or exceed any applicable energy efficiency standards for buildings where a building is constructed.</b></p> <p><i>The standard is defined in the National Energy Code of Canada for Buildings (NECB) in effect for Saskatchewan at the date the building permit is issued.</i></p>
6	<p><b>Please enter your project's location.</b></p> <p><i>Some projects might be in more than one location [e.g., a few buildings in different parts of the town]. Please feel free to add all applicable locations. Please make sure all the project locations are included in the KML file you will be uploading.</i></p> <p><i>A KML file must be submitted with this application, or it will be considered incomplete. At the end of the application, you will be requested to upload the KML file.</i></p> <p>Please make sure to use decimal format for your GPS coordinates and NOT in degree, minutes, and seconds or any other format (Example for latitude: 52.54321, Example for longitude: -102.12345). Please note your longitude <u>must be a negative</u> number! If you enter a number that is not in the range, the fields will warn you to correct it.</p>
	<p><b>a) Please enter all the legal land descriptions associated with your project location.</b></p> <p>If your project falls on a few lots or sections, please make sure to mention all applicable individual locations.</p> <p><i>(Example: Blk/Par 7-Plan G12330 or NE-23-46-55 W2, etc.).</i></p> <p>A KML file must also be submitted with this application, or it will be considered incomplete. The KML file will be uploaded at the end of the application.</p>
7	<p><b>Is the project land owned or controlled by the Applicant?</b></p> <p><b>Land ownership or control is an eligibility requirement for this intake unless your project is located on reserve</b></p> <p><i>(Example: certificate of title, long-term lease, etc.)</i></p> <p><i>A lease document must be valid for at least 5 years past the project completion date.</i></p> <p><input type="checkbox"/> Yes – if yes, please upload the documents that indicate your ownership or land control at the end of the application.</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Project is located on reserve.</p>

<b>8</b>	<p><b>Have you conducted engagement and/or consultation with the Indigenous communities surrounding your proposed project?</b>  <i>Refer to ICIP Program Guide for information on engagement with Indigenous communities</i></p> <p><input type="checkbox"/> Yes – if yes, please provide a summary of the feedback you received, the persons contacted, etc.</p> <p><input type="checkbox"/> No</p>
<b>9</b>	<p><b>Will the project have the cooperation and/or financial support of two or more communities?</b>  <i>(Example: municipal or Indigenous governments)</i></p> <p><input type="checkbox"/> Yes – if yes, please list the eligible recipients that will be part of the project, including the level of involvement, and indicate the financial contribution for each community or entity.</p> <p><input type="checkbox"/> No</p> <p>Please upload documentation in support of the regional project at the end of the application.  <i>(Example: Letters of support, council/band resolutions, feasibility study, etc.)</i></p>
<b>10</b>	<p><b>Has a regional project feasibility study been conducted?</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<b>11</b>	<p><b>Is there a formal agreement in place between the project partners?</b>  If there are no partners to this project, fill out not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Not Applicable</p>

## Part 4. Project Finances

**12** Please complete the attached Detailed Cost Estimate template. Using the details from the cost estimate, provide the following information:

Total must match the Total Eligible Costs from the Detailed Cost Estimate document that is required to be completed.

- I. Project Planning
- II. Design/Engineering
- III. Construction/Materials
- IV. Other Eligible Costs
- V. Contingency

You will be required to upload this document at the end of the application.

**13** Based on the Detailed Cost Estimate, please provide the following information:

Total must match the Total Gross Project Costs from the Detailed Cost Estimate document you are required to complete.

**Total Ineligible Project Costs - \$**

Refer to [Appendix 2](#) for a listing of ineligible costs and enter the estimated ineligible project costs.

**Total Eligible Project Costs - \$**

To determine Total Eligible Project Costs, subtract the Total Ineligible Costs from the Total Project Costs

**14** Fiscal Year Breakdown – Total Eligible Project Costs (*Fiscal year is from April 1 to March 31*)

Provide a breakdown of how Total Eligible Project costs will be incurred over the timeframe of the project. Note: The sum of the fiscal year breakdown must equal the Total Eligible Project costs above.

2022-23 - \$

2023-24 - \$

2024-25 - \$

2025-26 - \$

2026-27 - \$

<b>15</b>	<p><b>Have any costs been incurred, or contracts awarded for the project?</b></p> <p><i>Note: Any costs incurred, or contracts awarded/signed before federal funding is approved will be ineligible, except for costs associated with completing the climate lens assessments and Aboriginal consultation.</i></p> <p><input type="checkbox"/> Yes- if yes, please describe and estimate the value of work undertaken and/or awarded.</p> <p><input type="checkbox"/> No</p>
<b>16</b>	<p><b>Please select what the estimated project costs are based on?</b></p> <p><input type="checkbox"/> Class D: Estimates at the "Conceptual Design" stage / +/- 20% to 30%</p> <p><input type="checkbox"/> Class C: Estimates at the "Preliminary Design" stage, and may be referred to as pre-tendering estimates / +/- 15% to 20%</p> <p><input type="checkbox"/> Class B: Estimates at the "Detailed Design" stage, when the project is ready for tendering / +/- 10% to 15%</p> <p><input type="checkbox"/> Class A: Estimates after bids for a project have been received, evaluated, verified / +/- 5% to 10%</p> <p><input type="checkbox"/> Other: if 'other' is selected please describe.</p>
<b>17</b>	<p><b>When was the cost estimate provided or last updated?</b></p> <p><input type="checkbox"/> Less than six months ago</p> <p><input type="checkbox"/> Six to twelve months ago</p> <p><input type="checkbox"/> One to two years ago</p> <p><input type="checkbox"/> More than two years ago</p>
<b>18</b>	<p><b>Are sources of funding secured for the Total Eligible Project costs?</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No- if no, please explain how and from what source(s) funding will be secured for the project</p>



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**Please Indicate the funding sources for the Applicant's portion of the total project costs.**

*Check all that apply. Please indicate the dollar amount.*

**a) Reserves/Savings - \$**

**b) Borrowing - \$**

- 1) What is the estimated date that borrowing will be secured? (DD/MM/YYYY)
- 2) What is the term of borrowing? (Example: 6 months, 12 months, 60 months)
- 3) How will borrowing be secured? Note: *Evidence of secured borrowing may be requested in support of your application.*

Loan

Debenture

Other

- 4) Is outside approval required to borrow? (i.e., from Saskatchewan Municipal Board)

Yes– if yes, what is the status of your application with the Saskatchewan Municipal Board

No

**c) Fees and/or Levies - \$**

- 1) Are those fees and/or levies new or existing?

Existing

New or Increased

**d) Fundraising - \$**

- 1) How much has been fundraised to date?

**e) Canada Community-Building Fund program (formerly known as Gas Tax Fund) - \$**

- 1) Please indicate your Canada Community-Building Fund project number provided on your acknowledgement of receipt letter, or if not yet submitted enter '0000-000000' Project number should be in the following format: #####-#####

**f) Other Government Programs - \$**

- 1) What other government funding programs have you applied to and/or received approval for? Please provide program name, amount, and status.

**g) Partners - \$**

**h) Other - \$** Please elaborate on what other sources of funding you will be utilizing.

<b>20</b>	<p><b>Will your project upgrade, expand or replace an existing asset?</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, it will be a new build</p> <p><b>If yes, please answer the following questions:</b></p> <p>a) Provide a short description of the existing asset.</p> <p>b) Is the infrastructure over 10 years old?</p> <p>c) Has the existing asset undergone a major renovation or rehabilitation?</p> <p>d) What is the current condition of the existing asset?  <i>Please use the following asset condition definitions:</i></p> <p><input type="checkbox"/> <b>Very Good:</b> Asset is fit for the future. Well maintained, good condition, new or recently rehabilitated.</p> <p><input type="checkbox"/> <b>Good:</b> The asset is adequate. Acceptable, generally within mid-stage of expected service life.</p> <p><input type="checkbox"/> <b>Fair:</b> The asset requires attention. The assets show signs of deterioration and some elements exhibit deficiencies.</p> <p><input type="checkbox"/> <b>Poor:</b> Increasing potential of affecting service. The asset is approaching end of service life; condition below standard and a large portion of system exhibits significant deterioration.</p> <p><input type="checkbox"/> <b>Very Poor:</b> The asset is unfit for sustained service. Near or beyond expected service life, widespread signs of advanced deterioration, some assets may be unusable.</p> <p>If yes, please upload the conceptual design document at the end of the application. This is a requirement for projects that include a new build asset with costs exceeding \$250,000.</p> <p><b>If no, please answer the following question:</b></p> <p>a) Do the Total Eligible Project Costs exceed \$250,000?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<b>21</b>	<p><b>Is the project aligned with the long-term plans of your organization?</b>  <i>(Example: Asset Management Plan, Capital or Community Plan)</i></p> <p><input type="checkbox"/> Yes - If yes, please describe how</p> <p><input type="checkbox"/> No</p>
<b>22</b>	<p><b>Will the Applicant own and operate the asset?</b>  <b>In order to be eligible for grant funding, the applicant must own and operate the asset.</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, please explain.</p>

<b>23</b>	<b>Have you estimated the 20-year projected operation and maintenance costs of the asset?</b>  <input type="checkbox"/> Yes - If yes, what is the total estimated 20-year projected operation and maintenance cost and where would it be sourced from?  <input type="checkbox"/> No
<b>24</b>	<b>Please confirm the following:</b>  <b>a) You have an official community plan. (Including Basic Planning Statement or Development Plan)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable  <b>b) You are a partner in a planning district:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable  <b>c) You have a zoning bylaw:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

## Part 5. Project Implementation Details

### 25 What is the nature of the project?

Please indicate the percentage of project work in each of the categories below. Sum of all categories must equal 100%.

- New Construction** ----- %: refers to the construction or acquisition of an entirely new asset  
(*Example: New multi-purpose recreation facility, new public transit bus*).
- Rehabilitation** ----- %: refers to improvements to an existing asset such as but not limited to:
- an increase in the asset's output or service capacity;
  - a reduction in associated operating costs;
  - an extension of the estimated useful life;
  - an improvement in the quality of the asset's output; or
  - an improvement to the asset's accessibility.
- Expansion** ----- %: refers to an increase in volume, physical area or capacity of an asset that may lead to an increase in physical output or service capacity.
- Other** ----- %: If other, describe the nature of the work or enter N/A if not applicable.

### 26 Has the project planning started?

*Note: Any costs incurred, or contracts awarded/signed before federal funding is approved will be ineligible, except for costs associated with completing the climate lens assessments and Aboriginal consultation.*

- Yes  
 No

**If yes, please answer the following questions:**

- a) what percentage of project design has been completed?
- 1 - 25% - Conceptual Design In-Progress or Complete  
 26-50% - Preliminary Design In-Progress or Complete  
 51-75% - Detailed Design In-Progress or Complete  
 76-100% - Ready for Tendering

### 27 Has project construction started?

*Note: Any costs incurred, or contracts awarded/signed before federal funding is approved will be ineligible, except for costs associated with completing the climate lens assessments and Aboriginal consultation.*

- Yes – if yes, please describe the construction work that has occurred to date.  
 No

<b>28</b>	<b>What is the forecasted construction start date? (DD/MM/YYYY)</b>
<b>29</b>	<b>What is the forecasted construction end date? (DD/MM/YYYY)</b> <i>Note: All ICIP projects must be substantially completed by October 31, 2027.</i>
<b>Part 6. Outcomes, Indicators and Targets</b>	
<b>30</b>	<b>Project must meet the federal outcome associated with the program to be eligible. Please confirm that the project meets the following outcome:</b>  <input type="checkbox"/> Improved access to and/or increased quality of community, cultural and recreational infrastructure for Canadians, including Indigenous people and vulnerable populations.
<b>31</b>	<b>Please explain how the project will meet the federal outcome including how it will improve access to and/or how it will increase the quality of community, cultural and recreational infrastructure.</b>
<b>32</b>	<b>Is the project community-oriented, non-commercial in nature, and open for use to the public?</b> <i>Note: All projects must support public infrastructure, defined as tangible capital assets primarily for public use and benefit.</i>  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>33</b>	<b>Is the project for semi-professional or professional sports teams?</b> <i>Note: Projects that involve a professional or semi-professional sports facility that is primarily a commercial operation, are not eligible. This includes facilities for major junior hockey leagues.</i>  <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>34</b>	<p><b>Will this project include dedicated spaces for any of the following:</b></p> <p><b>Tourism Infrastructure;</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Provincial or Municipal Services;</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>For-Profit Use;</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Daycare Facilities;</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Healthcare Facilities or Education Facilities;</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Place of Assembly for Religious Purposes;</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<b>35</b>	<p><b>Will the project generate revenue?</b> <i>(Example: Revenue from ticket sales, entry fee, concession, etc.)</i></p> <p><input type="checkbox"/> Yes - If yes, please describe the sources of revenue and how it will be used. <input type="checkbox"/> No</p>
<b>36</b>	<p><b>Will this project contribute to economic growth?</b> <i>(Example: increases or potential increases in number of jobs, services, tourism etc. as a result of the investment.)</i></p> <p><input type="checkbox"/> Yes - If yes, please describe <input type="checkbox"/> No</p>

<b>37</b>	<p><b>Does your project address any compliance issues with federal/provincial legislation, regulations and/or other standards?</b>  <i>(Example: Have you received letters of non-compliance for your existing asset from a regulatory body? This may include letters from Ministry of Environment, SGI or building standards inspections.)</i></p> <p><input type="checkbox"/> Yes - If yes, please describe  <input type="checkbox"/> No</p>
<b>38</b>	<p><b>Will the project address any immediate human health or safety concerns?</b>  <i>(Example: Letter of non-compliance from the Saskatchewan Health Authority)</i></p> <p><input type="checkbox"/> Yes - If yes, please describe  <input type="checkbox"/> No</p>
<b>39</b>	<p><b>Will the project address any immediate accessibility concerns?</b></p> <p><input type="checkbox"/> Yes - If yes, please describe  <input type="checkbox"/> No</p>
<b>40</b>	<p><b>Are there any permits or licences required to construct or to operate the asset?</b></p> <p><input type="checkbox"/> Yes - If yes, please list the status of any permits or licences required or when you plan to obtain such permits or licences. Please list any risks or obstacles you forecast to encounter in obtaining any of the permits or licences.  <input type="checkbox"/> No</p>

<b>41</b>	<p><b>Type and quantity of CCR assets receiving investment.</b></p> <p>Indicate quantity and physical condition of the asset for all that apply, before the investment and at project conclusion on the chart.</p> <p>Please use the following asset condition definitions:</p> <p><b>Very Good:</b> Asset is fit for the future. Well maintained, good condition, new or recently rehabilitated.</p> <p><b>Good:</b> The asset is adequate. Acceptable, generally within mid-stage of expected service life.</p> <p><b>Fair:</b> The asset requires attention. The assets show signs of deterioration and some element exhibit deficiencies.</p> <p><b>Poor:</b> The asset is increasing the potential to affect service. The asset is approaching end of service life; condition below standard and a large portion of the system exhibits significant deterioration.</p> <p><b>Very Poor:</b> The asset is unfit for sustained service. Near or beyond expected service life, widespread signs of advanced deterioration, some assets may be unusable.</p> <p>Please also include the following information for each applicable asset:</p> <ul style="list-style-type: none"> <li>• <b>Total number of visits to the existing facility annually</b></li> <li>• <b>Estimated number of visits to the proposed facility annually</b></li> </ul>
<b>42</b>	<p><b>Will the project benefit Indigenous people?</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><b>If yes, please answer the following questions:</b></p> <p>a) Describe how the project will benefit Indigenous people?</p> <p>b) What is the anticipated level of participation before investment? <i>(estimated, as a % of total number of visits)</i></p> <p>c) What is the anticipated level of participation at project completion? <i>(estimated, as a % of total number of visits)</i></p>
<b>43</b>	<p><b>Will the project benefit Indigenous populations <u>not</u> living on reserve?</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><b>If yes, please answer the following questions:</b></p> <p>a) Please indicate the percentage of total eligible project costs that will benefit Indigenous populations not living on reserve.</p> <p>b) Describe how the percentage was calculated and how the project will benefit</p>



<b>44</b>	<p><b>Will the project advance reconciliation with Indigenous people?</b></p> <p><input type="checkbox"/> Yes - If yes, please describe how</p> <p><input type="checkbox"/> No</p>
<b>45</b>	<p><b>Will the project benefit Official Language Minority (OLMC) communities?</b></p> <p>OLMC – A community whose maternal or chosen official language is not the majority language in their province or territory – Francophone communities outside of Quebec and Anglophone communities inside of Quebec. List of OLMC communities provided by Heritage Canada, Official Languages Branch and based on Statistics Canada Census data.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><b>If yes, please answer the following questions:</b></p> <p>a) Describe how and what language minority.</p> <p>b) What is the anticipated level of participation before investment? <i>(estimated, as a % of total number of visits)</i></p> <p>c) What is the anticipated level of participation at project completion? <i>(estimated, as a % of total number of visits)</i></p>
<b>46</b>	<p><b>Will the project benefit vulnerable populations?</b></p> <p>Vulnerable Population – Families or individuals who would likely have to spend a substantially larger share of their income than average on the necessities of food, shelter and clothing and thus would be living in a difficult economic circumstance.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><b>If yes, please answer the following questions:</b></p> <p>a) Describe how the project will benefit vulnerable populations?</p> <p>b) What is the anticipated level of participation before investment? <i>(estimated, as a % of total number of visits)</i></p> <p>c) What is the anticipated level of participation at project completion? <i>(estimated, as a % of total number of visits)</i></p>
<b>47</b>	<p><b>Were gender issues taken into consideration during the design and/or construction phases?</b></p> <p><input type="checkbox"/> Yes - If yes, please describe</p> <p><input type="checkbox"/> No</p>

## Part 7. Project Risks and Mitigation Strategies

**48** Select all applicable project risks below and indicate what measures will be taken to mitigate the selected risks.

*Note: Applicant can choose multiple risks. Remember you MUST indicate your remediation for the risk identified.*

### **Project Complexity**

- Remote Geographical Location
- Unpredictable Weather
- Innovative Project/Technologies
- Technical Nature of the Project
- Interdependencies Between Phases
- Other (describe)
- No Risk Identified

### **Project Readiness**

- Project site has not been finalized
- Land hasn't been acquired
- Potential issues with permits or authorizations (federal, provincial, territorial and municipal)
- Industry supply may not be able to meet demand
- Non-federal sources of funding are not secured for the entire project cost
- Other (describe)
- No risk identified

### **Public Sensitivity**

- The project has received positive attention
- The project has received negative attention
- Certain stakeholders have been vocal about the project
- Other (describe)
- No risk identified

### **Ultimate Recipient Risk**

- The Ultimate Recipient does not have experience with this type of project
- The Ultimate Recipient has low capacity in one or more area: technical expertise, human resources, reporting, delivery of past projects, etc.
- Other (describe)
- No risk identified

## Part 8. Environmental Assessment and Consultations

**49** Please confirm you have completed the federal Aboriginal Consultation and Environmental Assessment smart form (ACEA).

(Get [ACEA smart form](#). You must have [Adobe Reader 10](#) [or a more recent version] to view and download.)

You will be required to upload a copy of the completed form at the end of the application.

I confirm that I have completed the form.

## Part 9 – Confirmation of Mandatory Documents

Please ensure all mandatory documents are clearly labeled and uploaded as part of your online application by the deadline. The following mandatory documents must be clearly labeled and uploaded as part of your online application.

Please use the following format to name your documents: **YYYYMMDD\_ApplicantName\_FileName**

Only the following file formats are accepted: png, gif, jpg, jpeg, doc, xls, docx, xlsx, pdf, txt  
There is a maximum file size limit of 50 MB on each file you upload!

Templates and links to mandatory forms can be found on our website at the CCR Intake tab (left side of the page) of the following page: [Investing in Canada Infrastructure Program \(ICIP\) | Funding for Municipalities | Government of Saskatchewan](#)

### **Please confirm the following documents have been uploaded:**

- Documents supporting land ownership/control
- Council/Board/Band Council Resolution
- Please upload the council/board/band resolution. (Suggested wording can be found at our website at: [Investing in Canada Infrastructure Program \(ICIP\) | Funding for Municipalities | Government of Saskatchewan](#))
- Detailed Cost Estimate
- Conceptual Design (Please be advised conceptual design completed by a Professional Engineer licensed to practice in the Province of Saskatchewan is a requirement for projects that include a new build asset with the Total Eligible Costs exceeding \$250,000). If you have a preliminary or detailed design completed, you can upload those instead.
- Site plan/map (required in KML format, please refer to Appendix D of the ICIP Program Guide for instructions)
- Federal Aboriginal Consultation and Environmental Assessment Smart Form (ACEA). (**Get [ACEA smart form](#). You must have [Adobe Reader 10](#) [or a more recent version] to view and download.**)
- Any engineering reports you have completed or additional documents in support of your project.
- Permits, licences or approvals you have obtained to complete your project
- If applicable, any documentation in support of your regional project.
- Current audited financial statement, if prompted to (not a municipal or regional government established by or under provincial statute.)

If you are not able to upload a mandatory or supporting document, please email it to the Ministry of Government Relations, Municipal Infrastructure and Finance at [infra@gov.sk.ca](mailto:infra@gov.sk.ca). Please ensure the title of your email includes Applicant's Name and Project Title at a minimum. For technical issues please contact 306-787-1262.

## Part 10 – Attestation / Authorization

**I attest that I have reviewed the information in this application, and, to the best of my knowledge:**

- The information provided in this project application is complete and accurate; and
- If approved, federal and provincial funding will support only eligible expenditures.

**I understand that if approved, the project:**

- will be required to meet the requirements of the Investing in Canada Infrastructure Program (ICIP); and
- will be governed under the terms of an ICIP Ultimate Recipient Agreement.

**I further authorize:**

- the Ministry of Government Relations to request information about the Applicant or the Applicant's project from any federal or provincial government department or agency, or from any third party including, but not limited to, Saskatchewan Water Security Agency, Saskatchewan Municipal Board, Saskatchewan Ministry of Environment, Saskatchewan Ministry of Parks, Culture and Sport, SaskBuilds and SaskWater and to disclose any information contained in this application or provided in relation to the Applicant, to any such department, agency or third party for the purposes of processing this application or administering the Investing in Canada Infrastructure Program;
- any department, agency or third party mentioned above, who is requested to verify or provide information, to disclose that information to the Ministry of Government Relations; and
- the Ministry of Government Relations to disclose information in relation to the Applicant or the Applicant's project to any department, agency or third party for the purpose of making application to a complimentary grant program (the applicant will be notified by the Ministry of Government Relations in the event this occurs).

*Name:*

*Title/Position:*

*Signature:*

*Date :*

**NOTICE:** This intake has two phases:

**Phase 1:** closes at **12:00 p.m. CST on Tuesday January 11, 2022**. This is for projects at "shovel-ready" stage. These submitted projects will also be considered in the second intake phase.

**Phase 2:** closes at **12:00 p.m. CST on Tuesday May 10, 2022**. This is for more complex projects needing more time to complete applications.

**Please review your answers below before submission. You also have the option to save a PDF copy of this application for your records.**

If you have questions or need assistance with the application guide, contact the Ministry of Government Relations Municipal Infrastructure and Finance branch at [infra@gov.sk.ca](mailto:infra@gov.sk.ca) or call 306-787-1262.

## Appendix 1 – ICIP Funding Streams, Project Types and Outcomes

Funding Stream Options	Project Type	Applicable Outcomes
<p>Community, Culture and Recreation Infrastructure:</p> <p>The community, culture and recreation-type infrastructure projects will build stronger communities and improve social inclusion.</p> <p><i>For example, projects related to multi-use recreation facilities, ice arena, museums, etc.</i></p>	<ul style="list-style-type: none"> <li>• Ice arena</li> <li>• Pool</li> <li>• Gallery</li> <li>• Library</li> <li>• Museum and archive</li> <li>• Presentation and performance space</li> <li>• Community centre</li> <li>• Skate park</li> <li>• Curling rink</li> <li>• Stadium</li> <li>• Sports facility</li> <li>• Multi-purpose facility</li> <li>• Recreational trails</li> <li>• Other (specify)</li> </ul>	<ul style="list-style-type: none"> <li>• Improved <u>access</u> to cultural, recreational and/or community infrastructure – Please describe how this outcome will be met.</li> <li>• Increased <u>quality</u> of cultural, recreational and/or community infrastructure – Please describe how this outcome will be met.</li> <li>• Will the project incorporate universal design principles?  <input type="checkbox"/> Yes <input type="checkbox"/> No                      Universal design is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. Universal design is based on seven principles: equitable use; flexible in use; simple and intuitive; perceptible information; tolerance for error; low physical effort; and size and space for approach and use. When universal design principles are applied, products and environments meet the needs of potential users with a wide variety of characteristics, including disabilities.</li> <li>• Will the project meet or exceed the highest energy efficiency standards for buildings in Saskatchewan?  <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• Will the project meet or exceed the requirement for the highest published accessibility standards in Saskatchewan and all applicable provincial building codes and relevant municipal bylaws?  <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>

## Appendix 2 – ICIP Eligible and Ineligible Costs

### Eligible Costs

Eligible costs will include the following:

- a) All costs considered to be direct and necessary for the successful implementation of an eligible project, in the opinion of Canada and Saskatchewan, excluding those identified below under Ineligible Costs;
- b) The capital costs of constructing or renovating a tangible asset, as defined and determined according to generally accepted accounting principles in Canada;
- c) All planning (including plans and specifications), assessment, and design costs specified in the agreement such as the costs of environmental planning, surveying, engineering, architectural supervision, testing, and management consulting services, to a maximum of 15 % of total funding awarded;
- d) Costs related to meeting specific program requirements, including completing climate lens assessments (as outlined in Line 24) and creating community employment benefit plans (costs for climate lens assessments can be incurred prior to project approval, but can only be paid if and when a project is approved by both Saskatchewan and Canada for contribution funding);
- e) The costs of engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the *Canadian Environmental Assessment Act 2012* and the costs of remedial activities, mitigation measures, and follow-up identified in any environmental assessment;
- f) The costs of Aboriginal consultation, and where appropriate, accommodation;
- g) The costs directly associated with joint federal and provincial communication activities (press releases, press conferences, translation, etc.) and with federal and provincial project signage; and
- h) The incremental costs of the eligible recipient's employees related to the construction of the project may be included as eligible costs under the following conditions:
  - i. The recipient is able to demonstrate that it is not economically feasible to tender a contract;
  - ii. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
  - iii. The arrangement is approved in advance and in writing by Saskatchewan and by Canada.

Eligible costs are limited to the following:

- a) Costs incurred between the project approval date and the project completion date set out in the Ultimate Recipient Agreement, except for costs associated with completing climate lens assessments and creating community employment benefit plans, which are eligible before project approval, but can only be paid if and when a project is approved by Saskatchewan and Canada and a signed Ultimate Recipient Agreement is in place.

## Ineligible Costs

The following are deemed ineligible:

- a) Costs incurred before project approval, and any and all expenditures related to contracts signed prior to project approval, except for expenditures associated with completing climate lens assessments and creating community employment benefit plans as required (but can only be paid if and when a project is approved by Saskatchewan and Canada and a signed Ultimate Recipient Agreement is in place);
- b) Costs Incurred for cancelled projects;
- c) Costs related to developing a funding application and application supporting documentation;
- d) Costs of relocating entire communities;
- e) Land acquisition;
- f) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- g) Any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, any direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Ultimate Recipient's staff, except those indicated in Eligible Expenditures;
- h) Financing charges, legal fees, and loan interest payments, including those related to easements (Example: surveys);
- i) Any goods and services costs which are received through donations or in-kind;
- j) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
- k) Costs associated with operating expenses and regularly scheduled maintenance work;
- l) Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project;
- m) All capital costs, including site preparation, vegetation removal and construction costs, until Canada has been satisfied that the federal requirements under *the Canadian Environmental Assessment Act, 2012* (CEAA, 2012), other applicable federal environmental assessment legislation that is or may come into force during the term of the Agreement, and other applicable agreements between Canada and Aboriginal groups have been met to the extent possible and continue to be met; and
- n) All capital costs, including site preparation and construction costs, until Canada is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirement, has been met and continues to be met.



PRINCE  
ALBERT  
PUBLIC  
LIBRARY

SOUTH HILL  
BRANCH



**Borrower Services**  
Prince Albert  
**papl**  
Public Library





MAKER SPACE GAMES

**PA Branch Library**

aodbt project #20.120

April 13, 2022

**OPINION OF PROBABLE COST  
(Class D)**

<b>Construction</b>	<b>Units (sqft)</b>	<b>\$/Unit</b>	<b>Budget</b>
New Construction	9,000	\$469	\$4,221,000
Interior fit-up cost includes partitions, finishes, millwork, mech/elec, washrooms			
Mezzanine	3,200	\$285	\$912,000
Exterior shell costs include envelope, finishes, foundations and structure, mech/elec.			
Elevator			\$150,000
Site Work 6% (parking lot, landscaping, lighting, drainage, sign)	Allowance	6%	\$307,980
<b>Construction Sub-Total</b>			<b>\$5,590,980</b>
<b>Furniture/Equipment (FE)</b>			<b>Budget</b>
Furniture, Equipment Fitup	Allowance	10%	\$422,100
<b>FFE Sub-Total</b>			<b>\$422,100</b>
<b>Design Fees</b>			<b>Budget</b>
Architectural / Engineering Fees (standard 8.5% of const. value fee)			\$475,233
Geotech			\$14,000
Survey			\$8,000
<b>Fees Sub-Total</b>			<b>\$497,233</b>
<b>Contingencies</b>			<b>Budget</b>
Design Contingency (20%)			\$1,118,196
<b>Contingencies Sub-Total</b>			<b>\$1,118,196</b>
<b>Grand Total</b>			<b>\$7,628,509</b>
<b>Notes:</b>			
1.) This Opinion of the Cost is not a guaranteed Cost of Construction, as only actual tenders received from Contractors based on final drawings and specifications will indicate the actual cost of construction.			
2.) This estimate does not include taxes.			
3.) Overhead and profit can vary depending on market conditions resulting in percentage markups as high as 10 to 20%.			



## OFFICE of the PROVINCIAL PRESIDENT

April 14, 2022

**Re: Support for the City of Prince Albert's funding request for the construction of a new public library.**

To Whom It May Concern,

Please consider this letter an acknowledgement of our strong support for the City of Prince Albert's application for funding for the construction of a new public library in the city. We believe that the project the Society has proposed represents an effective and innovative approach to addressing issues of racism and discrimination that remain a daily reality for too many Indigenous people in our province and across this country.

The city of Prince Albert is home to a large and diverse population, including one of the most concentrated urban Métis populations in Canada. Strong and vibrant public infrastructure is a critical piece of ensuring communities have places for citizens to learn, come together and share. Public libraries are increasingly home to sophisticated and key social programming, supports and serve as points of connection that allow Canadians to connect with each other and their community in important ways.

As the federally recognized Government of the Métis Nation within Saskatchewan, we have been charged with reconstituting a governing body for Métis within our province that builds on and reflects our traditional ways of life while supporting our citizens to succeed in the 21<sup>st</sup> century. It is an unfortunate but pervasive reality that Métis continue to face barriers in the form of racism and discrimination in Canadian society. Addressing this reality through thoughtful and strategic interventions will be critical to the long-term success of our mutually held conviction that reconciliation is a necessary precondition to completing the business of Confederation within Canada. The City of Prince Albert, as a critical hub for Métis people within the Province of Saskatchewan, is a key strategic partner for the MN-S as we continue to embark on a process of seeking to ensure that our citizens – and Canadians everywhere – have access to key municipal infrastructure that will support the wellbeing of citizens, families and communities.

We urge you to consider the City's application for funding favourably as another step in our shared exercise of reconciliation and community building. If you have any questions about our support please feel free to contact our Chief Operating Officer, Matt Vermette, at 306-981-3904.

A handwritten signature in blue ink that reads "Glen McCallum," with a comma at the end. The signature is written in a cursive, flowing style.

Glen McCallum  
President

**TITLE:** License Agreement - Prince Albert Slo-Pitch League

**DATE:** April 19, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That the License Agreement between the PA Slo-Pitch League and the City of Prince Albert be approved.
2. That the Mayor and City Clerk be authorized to sign the agreement on behalf of the City of Prince Albert.

**TOPIC & PURPOSE:**

The purpose of the report is to secure approval for the new License Agreement with the Prince Albert Slo-Pitch League for the operation of Lakeland Ford Park.

**BACKGROUND:**

The License Agreement with the PA Slo-Pitch League for the operation of Lakeland Ford Park is set for renewal in advance of the 2022 season. The Slo-Pitch League season runs from May – July each year with an option for an additional Fall League in August/September and includes various divisions with approximately 50 teams.

**PROPOSED APPROACH AND RATIONALE:**

Under the agreement the City of Prince Albert is responsible for services such as grass cutting, chemical application and road maintenance. The Prince Albert Slo-Pitch League is responsible for concession services, washrooms, refuse and general maintenance of the softball diamonds and public facilities.

The term of the agreement is for the 2022, 2023 and 2024 seasons. The League has subsequently advised it wishes to continue with the contractual arrangement.

Since the approval of the last Agreement progress continues with the implementation of the Sponsorship Plan. Over the past 6 years in excess of \$150,000 in sponsorship funds has been



secured through the plan through the efforts of the Marketing & Sponsorship Coordinator in conjunction with the Prince Albert Slo-Pitch League. Improvements are then prioritized in conjunction with the Prince Albert Slo-Pitch League.

**CONSULTATIONS:**

The City Solicitor's Office and the Prince Albert Slo-Pitch League was consulted during the development of the License Agreement.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Upon approval of the License Agreement the Community Services Department will coordinate the execution of the License Agreement.

**FINANCIAL IMPLICATIONS:**

The City Of Prince Albert provides the Prince Albert Slo-Pitch League with an annual Facility Improvement Grant that is matched by the league. Annually the grant is \$4,000.

For the 2022 season the Department is projecting an additional \$34,500 in Sponsorship Funds that will be allocated to the Reserve Fund for future improvements. As a result, the projected balance of the Prince Albert Slo-Pitch League Reserve Fund is \$88,087.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no further options or any policy or privacy implications for consideration.

**STRATEGIC PLAN:**

**Active & Caring Community:** The Prince Albert Slo-Pitch League has served as the long-term operator of the Slo-Pitch Facility at Lakeland Ford Park. The League provides a positive recreation and sporting opportunity for over 60 teams and approximately 1,000 participants.

**OFFICIAL COMMUNITY PLAN:**

The provision of the services at the Lakeland Ford Park aligns with Section 9.2 of the Official Community Plan.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**ATTACHMENTS:**

1. License Agreement - Prince Albert Slo-Pitch League
2. Appendix A - Lakeland Ford Park Map

Written by: Jody Boulet, Director of Community Services  
Approved by: Acting City Manager

## LICENSE AGREEMENT

THIS AGREEMENT made in duplicate this            day of            2019.

**BETWEEN:**

**THE CITY OF PRINCE ALBERT**, a municipal corporation in the Province of Saskatchewan, herein called “**the City**”.

- and -

**PRINCE ALBERT SLO PITCH LEAGUE**, being an unincorporated association operating in the City of Prince Albert, in the Province of Saskatchewan, having an authorized Executive leadership with responsibility and authorization for the organization operating in the City of Prince Albert, the Province of Saskatchewan, (hereinafter referred as the “**League**”).

WHEREAS pursuant to the Recreation Facilities & Parks Bylaw of the City, the Council of the City may grant a license for the operation of a park or facility on such terms and conditions as it deems appropriate;

AND WHEREAS an area known as and referred to herein as “**the Lakeland Ford Park**” has been developed in a park known as the Little Red River Park of which the City is the owner and which is legally described as the North ½ of Section 14 and all of Section 15, Township 49, Range 26, West of the 2<sup>nd</sup> Meridian, Prince Albert, Saskatchewan, within which certain ball diamonds, fencing, backstops, bleachers, player’s benches, and other facilities have been constructed for recreational purposes;

AND WHEREAS the City has a mandate to make the park amenities such as the Lakeland Ford Park within the Little Red River Park accessible and available to the community of Prince Albert, a mandate historically delivered in cooperation with non-profit community organizations with compatible mandates;

AND WHEREAS the Prince Albert Slo-Pitch League desired to obtain from the City a license to occupy, use and operate the Slo-Pitch Facility within the Lakeland Ford Park, and the City is prepared to grant such license upon the terms and conditions set forward in this Agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The following words and phrases wherever used in this Agreement, unless specified otherwise, shall have the following meanings:

- (a) “Ball Diamond” means one identifiable diamond location within the Slo-Pitch Facility;

- (b) “Director of Community Services” means the Director of Community Services for the City and anyone acting or authorized by the City Manager or the Director of Community Services to act on behalf of the Director of Community Services in the administrative responsibilities under this Agreement;
- (c) “Season” means one continuous slo-pitch season of the League which shall commence in or about the last week of April and continue in or about the end of August annually, as more specifically designated by the Director of Community Services, and which season shall include all weekday practices as well as exhibition, league, playoff and weekend tournaments;
- (d) “Service Building” means those men’s and women’s washroom facilities that are presently situated at the Slo-Pitch Facility;
- (e) “Slo-Pitch Facility” means that portion of the Lakeland Ford Park which is developed with slo-pitch diamonds, fencing, parking, backstops, picnic tables, bleachers, players’ benches and other improvements, as depicted on Appendix “A” attached to this License Agreement;
- (f) “Storage Facility” means a portable storage building being the property of the League.

2.

- (a) The City hereby grants a license to the League permitting the League the non-exclusive right to occupy, use and operate the Slo-Pitch Facility at no charge for such use upon the terms and conditions hereinafter set forth for a period commencing with the 2022 Season and, subject to earlier termination pursuant to this Agreement, continuing until the end of the Season in 2024.
- (b) The League, through its Executive leadership, hereby agrees that it will promote and facilitate access to the Lakeland Ford Park and the Slo-Pitch facility for the community of Prince Albert by operating the Slo-Pitch facility in accordance with the terms of this License Agreement for the term referred to in paragraph 2(a) above, and shall utilize its resources, including revenues contemplated in paragraphs 3(a) and 6, in a manner supportive of its performance of its covenants herein, and as contemplated in this Agreement.
- (c) The League agrees that it shall not erect any buildings in the Slo-Pitch Facility without submitting plans and specifications therefore to the “City” and obtaining the approval of the City to such plans and specifications.

3.

- (a) The League agrees, subject to application of reasonable scheduling and criteria, to provide access to, by rental arrangement, the Slo-Pitch facility to other recreational organizations who have requested the use of the Slo-Pitch facility provided the request is reasonable and the approval of the Community Services Department is obtained. The rental rates shall not exceed those established by the City from time to time for its Class “A” facilities. The League shall provide a list of rental rates to the Director of Community Services prior to the commencement of each season. Local groups who have booked the facilities for their activities for a period of two or more consecutive years will be given first right of refusal for the general dates for the upcoming season.
- (b) The League agrees that neither it nor any of its members, employees, agents, volunteers or other personnel shall disturb other users of the Slo-Pitch Facility or interfere with their enjoyment of the Slo-Pitch Facility at times which do not conflict with the practices or exhibition, league, playoff or league tournament games of the League.

4.

- (a) The League shall be responsible for any concession operation(s)..
- (b) At the Slo-Pitch Facility, the League may sell souvenirs related to slo-pitch activities, convenience foods and refreshments, other than spirits, fermented or intoxicating liquors. Notwithstanding the foregoing, the League may operate beer gardens at the Slo-Pitch Facility subject to the conditions of applicable laws and licenses. The League shall sell only soft drinks, hot dogs, ice cream, peanuts and other refreshments and foodstuffs customarily sold to the public at sporting events at such times that the League is permitted to sell same pursuant to this clause. The League shall not carry on or permit to be carried on any other trade, business or activity on the Slo-Pitch Facility.

5. The League agrees to be responsible for all utilities excluding water associated with the operation of the Slo-Pitch Facility and to pay for the provision of any services connected therewith including septic services as required.

6. The City agrees that the League shall retain all revenue derived from the rental of the said Slo-Pitch Facility by the League to other users of the Slo-Pitch Facility.

7.

- (a) The League agrees to maintain the above described lands and premises at its own expense to a standard acceptable to the Director of the Community Services Department of the City of Prince Albert. The said standards are shown on Appendix “B” attached hereto and forming part of this agreement. The said recommended Equipment and Tool to perform the

maintenance tasks at the Slo-Pitch Facility are shown on Appendix “C” attached hereto and forming part of this agreement.

- (b) The League agrees that it shall do or cause to be done all acts reasonably necessary to ensure that the operation of the Slo-Pitch Facility is conducted in a manner most likely to ensure the safety and convenience of the users of the Slo-Pitch Facility and to promote a hospitable atmosphere and encourage the use thereof.
- (c) The League agrees to retain sufficient and adequate employees, agents, volunteers or other personnel, herein referred to as the “personnel”, as are necessary to complete the obligations of the League hereunder. The League shall arrange for such personnel to be in attendance at the Slo-Pitch Facility weekdays and scheduled weekends during the Season.
- (d) The League agrees to ensure that all personnel are cleanly and neatly clad and orderly and polite in speech and conduct. The League shall provide the Director of Community Services with a list of the names and addresses of all personnel, including criminal background checks at the League’s expense. The League agrees that if the Director of Community Services reasonably objects to the continued engagement of any such personnel, the League shall terminate the services of such personnel.
- (e) Nothing in this Agreement shall be construed as creating an employer/employee relationship between any personnel referred to in this Agreement and the City. The League shall make all payments owing to such personnel, including taxes, wages, wage benefits, levies and assessments as required by law for itself and personnel employed by it as required by law.
- (f) The League shall not commit, suffer or permit to be committed any kind of nuisance, offensive act or misconduct in or about the Slo-Pitch Facility or as may result in repairs being required to, at, or near the Slo-Pitch Facility. In the event that repairs are so required, the provisions of paragraph 18 of this Agreement shall apply.
- (g) The League shall occupy the Slo-Pitch Facility in a prudent manner and shall not do or suffer any waste or damage, disfiguration or injury to the Slo-Pitch Facility or the fixtures, equipment or improvements thereof.
- (h) The League shall make payment of its debts and liabilities, which arise in the course of undertaking any matters related to this Agreement. The League acknowledges that neither it nor its employees, servants, agents, volunteers or personnel have any authority to act as agent of the City, and the League shall ensure that no such person holds himself or herself out as such.

8. The League shall maintain and keep the Slo-Pitch Facility clean and tidy to the satisfaction of the Director of the Community Services Department of the City of Prince Albert.

9. The League agrees to control traffic on the above-described lands and premises to ensure parking takes place in an orderly fashion and within designated parking areas only.

10. The City and League agree to fund capital improvements required for the Slo-Pitch Facility to ensure the Slo-Pitch Facility is kept at a level of service acceptable to the public and the users of the Slo-Pitch Facility. The City may in its discretion provide an annual "Facility Improvement Grant" as approved during its annual budget deliberations. The City and League shall meet annually to review the capital improvements required and propose any funding requirements from the Prince Albert Slo-Pitch League Reserve Fund.

11. For the purposes of storing materials related to the operation of the Slo-Pitch Facility, maintenance, concession or approved beer gardens and provided the League maintains the Storage Facility to the satisfaction of the Director of Community Services, the League may situate its Storage Facility upon the area of the Slo-Pitch Facility as authorized. The League agrees to maintain all fence lines at the Slo-Pitch Facility. This would include minor maintenance of backstops, fence lines, fences and any other permanent object or temporary object that resembles a fence, backstop or fence line. Incidents of vandalism to these objects should be reported to the Director of Community Services to determine the funding source to complete the necessary repairs. The League agrees to maintain all bleachers of the Slo-Pitch Facility including but not limited to painting, repairing and replacement of parts or whole bleachers.

12.

(a) The League agrees that it shall not construct, erect, place, or install on or near the Slo-Pitch Facility any advertising sign or display or make any structural change, other improvement or alteration, including the cutting of trees, to or at the Slo-Pitch Facility without the prior written consent of the Director of Community Services.

(b) Notwithstanding the foregoing, advertising panels may be obtained and erected on the outfield fences at the sole risk and expense of the League, provided they are:

(i) of a content, quality and maintenance standard approved by the Director of Community Services as per the Naming Rights & Sponsorship Policy; and

(ii) all funding raised by the League arising from the advertising panels is utilized solely for operation and improvements at the Slo-Pitch Facility. At the end of each Season, the League shall provide the City with a summary and statement of all advertising revenue generated each Season. In the event that the City requests an accounting of the said advertising revenue, the League shall

provide the City with any further documentation requested by the City in relation to the said advertising revenue. Upon request, the League shall provide an audited statement to the City. The League shall bear the cost of the audit if the audited statement shows a discrepancy of over 5% from the previous statements provided.

It is agreed that such advertising panels may not be covered for any reason for non-League functions without the written consent of the League.

13.

- (a) The League shall, during the currency of this Agreement, at its sole cost and expense, obtain and maintain in full force and effect a comprehensive public liability insurance policy applying to all operations of the League, which are to be carried out under this Agreement. Such policy shall include coverage in respect of bodily injury and property damage liability and shall be written on a comprehensive basis with limits of not less than five million dollars (\$5,000,000.00) per occurrence protecting both the City and the League. The League agrees also to maintain any commercial automobile and non-owned automobile third party liability insurance as may be necessary in an amount of not less than five million dollars (\$5,000,000) per occurrence.
- (b) The League shall maintain such insurance coverage in respect to contents, burglary and robbery coverage as it may consider necessary.
- (c) The League shall furnish proof of insurance coverage upon execution of this Agreement and may only cancel or alter the form of insurance during the term, provided written notice to the Director of Community Services of the particulars of the replacement insurance is given. In the event that the League fails or neglects to obtain or maintain such policy of insurance, the City may obtain same, and the cost thereof shall be a debt owing by the League to the City, payable upon demand.
- (d) The League shall provide the Director of Community Services with a written report forthwith upon the happening of any damage to the Slo-Pitch Facility, any accident, injury or other occurrence thereat, which may or does form or involve a claim against the League or the City, which report shall include the names and addresses of any witnesses. The League shall immediately give notice to the Director of Community Services of any matters that have the potential of causing or contributing to damage to or injury of any persons attending at the Slo-Pitch Facility that come to the League's attention.
- (e) The League agrees forthwith upon any condition coming to the attention of the League or any of its employees, servants, agents or volunteers pertaining to the condition of the Slo-Pitch Facility which has a potential of causing damage or injury and which the League is unable to remedy within 24 hours or which it is not the responsibility of the League to

remedy, it shall immediately report same to the Director of Community Services.

14.

- (a) The League agrees that it shall indemnify and save harmless the City, its officials and employees from all claims or demands for or in respect of any and all liabilities, claims, losses, costs, including solicitor-client and party-and-party costs (whether the City is represented by a solicitor employed by the City or otherwise), actions or damages for personal injury, bodily injury, death or property damages (hereinafter referred to as “Claim(s)”) arising out of:
  - (i) any action taken or things done or maintained by virtue hereof, the failure of the League to properly carry out its obligations hereunder, or the exercise in any manner of rights arising hereunder, except Claim(s) for damages directly attributable to the gross negligence or willful act of the City or any of its officers or employees who are acting within the scope of their appointment or employment.
  - (ii) any damage that the League or any of its members, agents, volunteers, participants or personnel may sustain at the Slo-Pitch Facility including, but not to limit the generality of the foregoing, Claim(s) by a spectator, invitee or licensee of the League in any manner associated with the use of the Slo-Pitch Facility by the League;
  - (iii) any vandalism, theft of or damage to the Storage Facility, property stored therein or any other property of the League whatsoever occurring at the Slo-Pitch Facility including, and not to limit the generality of the foregoing, damage caused by any movement of soil under the Storage Facility; and
  - (iv) the dispensing of beverage alcohol.
- (b) All provisions of this Agreement pertaining to indemnification of the City by the League regarding an incident arising during the term of this Agreement shall survive termination of this Agreement.

15. The City, its officials, employees and agents shall have full and free access to any and every part of the Slo-Pitch Facility for inspection purposes at all times.

16. The League shall not be entitled to assign or transfer any rights, privileges or obligations under this Agreement except with the prior written approval of the Director of Community Services, which approval may be denied without the giving of reasons therefor. Any approved assignment shall be in the form of a written agreement between the City, the League, and the proposed assignee making all provisions of this Agreement binding upon the proposed assignee.



17. Notwithstanding any other term of this Agreement, the City or the League may terminate this Agreement for any reason or no reason whatsoever, with 60 days' written notice to the other. In the event of termination by the League, the City shall not be liable for payment to the League of any monies whatsoever by reason of such termination or otherwise howsoever, and the League shall be liable to refund to the City a pro-rata portion of the payment made by the City to the League in proportion to the length of the Season remaining at the date of termination.

18.

- (a) If at any time the League is in default in the performance of any of the covenants and agreements herein set forth to be performed by the League and such default continues for 15 days after receipt by the League of notice in writing from the Director of Community Services setting out the particulars of such default, the City shall have the right to terminate this Agreement forthwith, and thereupon all the rights of the League under this Agreement shall immediately cease, determine and be at an end. In such event, the City shall not be liable for payment to the League of any monies whatsoever by reason of such termination or otherwise howsoever, and the League shall be liable to refund to the City a pro-rata portion of the payment made by the City to the League in proportion to the length of the Season remaining at the date of termination.
- (b) Notwithstanding Subparagraph (a), if the League shall be in default of performance of any of the covenants and agreements as referred to in that subparagraph, without prejudice to any other remedy of the City at law, the Director of Community Services may, in the alternative to terminating the Agreement, make good such deficiency in any manner that he may deem necessary, using City forces or otherwise, and the League shall be liable to the City for the actual costs thereof together with an administration fee equal to 15 percent of the said actual costs or in the event that City forces are used, the League shall be liable to the City for the costs thereof calculated pursuant to the Custom Work Order Policy.
- (c) The term "Custom Work Order Policy" means that value calculated by the Director of Community Services which constitutes the standard charge for all such work performed deemed to reflect the actual costs to the City of labour, equipment, material used, all applicable taxes plus an administration fee equal to 15 percent of the value of the cost.

19. The League shall provide the Director of Community Services with a list of the names and addresses of all persons comprising the League. The League shall give notice of revisions of the said list forthwith upon any alterations occurring. The League agrees that it shall be deemed to be comprised of those individuals named upon the said list as it may be revised from time to time, such revisions being effective from the date upon which the Director of Community Services receives notice of revision.

20. The City agrees to provide the following services and materials in respect of the Slo-Pitch Facility.

- (a) Turn on (spring) and blow out (fall) of underground water supply lines.
- (b) Waiver of user fees to the Waste Disposal Grounds.
- (c) The waiver of water utility fees for the use of the same at the Slo-Pitch Facility.
- (d) Grass cutting of the Ball Diamond outfields and large areas outside of the diamonds as required and determined by the Director of Community Services.
- (e) Herbicide application for the Ball Diamond outfields, fence lines and under bleachers as determined by the Director of Community Services.
- (f) Small play toys/apparatus at the Slo-Pitch Facility.
- (g) 25-45 gallon drums, garbage containers for use at the Slo-Pitch Facility.
- (h) Combo planning of infields – minimum of two (2) times per Season.
  - (i) Apply one application of fertilizer to outfields per Season.
- (j) To provide road maintenance equipment from main road gate to 300 metres inside Slo-Pitch facility grounds.
- (k) To provide labour and equipment in applying field marking paint to outfields.

21. Interest shall be payable on any sum owed by the League to the City at the rate of 1.5 percent per month, or 18 percent per annum, from the date of demand for payment until same is paid.

22. Any notice, request or demand herein provided for shall be sufficiently given or made if mailed by ordinary mail in the City of Prince Albert, in the Province of Saskatchewan, postage prepaid,

Addressed to the City at:  
**City Clerk**  
The City of Prince Albert  
City Hall  
1084 Central Avenue

And if to the League at:  
**Prince Albert Slo Pitch League**  
RR5 Site 15 Comp 39  
Prince Albert, SK S6V 5R3

Any notice mailed as aforesaid, other than by personal service, shall be conclusively deemed to have been given on the second business day following the day on which it was mailed or delivered to an address. Either of the parties hereto may at any time give notice

in writing to the other of any change of address, and thereafter all notices shall be mailed to the new address so notified.

23. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements. All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their legal relationship in respect of the subject matter hereof.

24. In the event that the City fails to observe or perform any of its covenants or obligations pursuant to this Agreement and such failure shall have been occasioned by or in consequence of matters reasonably beyond the City's control, such failure shall be deemed not to be a breach of such covenants or obligations.

25. No modification, variation, waiver, amendment or termination by mutual consent of this Agreement shall be effective unless such action is taken in writing and executed by both parties hereto.

26. All covenants, provisos, conditions or agreements made by two or more persons shall be construed as several as well as joint.

27. No departure or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver, and the City shall not be obligated to continue any departure or waiver or permit subsequent departure or waiver. No alteration or modification of any of the provisions of this Agreement shall be binding unless the same be in writing and signed by the parties.

28. It is expressly understood and agreed that reference to individuals in this Agreement shall include corporations, executors, administrators, successors, and permitted assigns, and references in the singular number shall include the plural number, and references in the masculine gender shall include the feminine gender or the neuter gender, whenever the context so requires.

IN WITNESS WHEREOF The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this            day of            , A.D. 2022.

**THE CITY OF PRINCE ALBERT**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

IN WITNESS WHEREOF the duly authorized Executive of the Prince Albert Slo-Pitch League, as agents thereof, have hereunto affixed their hands and seals on behalf of the League this            day of            , A.D. 2022.

**PRINCE ALBERT  
SLO-PITCH LEAGUE**

\_\_\_\_\_  
**WITNESS**  
to Executive signatures

Per: \_\_\_\_\_  
**TREVOR GUNVILLE**, President

Per: \_\_\_\_\_  
**BILL HOKO**, Vice President

Per: \_\_\_\_\_  
**KEANAN TIBBS**, Treasurer

**SLO-PITCH FACILITY (LAKELAND FORD PARK)  
MAINTENANCE STANDARDS**

The League agrees to perform all maintenance at the Slo-Pitch Facility as follows:

- (a) Daily – Ball Diamond Infield Maintenance (Weekdays & Scheduled Weekends)
- Rake low areas as required and ensure home plate and pitchers’ mound edges are level with the shale infield.
  - Remove large rocks and other debris as required to maintain a level and safe playing surface.
  - Float diamonds.
  - Line diamonds.
  - Install home plates and pitchers’ mounds as required.
  - Clean up all refuse, weeds and grass, and in particular in the area of the players’ bench, backstop and spectator bleacher areas.
  - Re-bag refuse as required to maintain a clean and tidy appearance of the Slo-Pitch Facility.
- (b) Daily – Ball Diamond Outfield Maintenance (Weekdays & Scheduled Weekends)
- Remove large rocks or other debris as required to maintain a level and safe playing surface.
  - Inspect outfield for areas that are not level and safe and level and repair as required.
  - Trim or cut grass and weeds along foul lines, perimeter and outfield fence lines, but this shall not include any requirement for cutting grass, fertilizing or application or herbicide treatment.
  - Trim back all tree branches hanging over the outfield fence.
- (c) Daily – Service Building Cleaning and Maintenance (Weekdays & Scheduled Weekends)

- Collect and dispose of refuse, weeds, grass in and around the Service Building, pay phone facility and car stop posts.
  - Sweep, mop and disinfect all surfaces within the washroom areas.
  - Rewire loose chainlink fence on all backstop, perimeter fencing and outfield fencing.
- (d) Inspect on weekdays, clean once a week, and generally keep in good repair the picnic tables, bleachers, backstops, players' benches and foul poles; ie) replace broken planks, stain planks.
- (e) At regular intervals so as to keep the Slo-Pitch Facility in a clean and tidy condition, transport all garbage collected therefrom to the Waste Disposal Grounds;
- (f) At regular intervals, inspect and replace any lost or missing locks from the Slo-Pitch Facility access gates.
- (g) At regular intervals, co-ordinate septic service pump outs of the Service Buildings.
- (h) At regular intervals, co-ordinate the grading of the entrance roadway and parking lot of the Slo-Pitch Facility.
- (i) At regular intervals, co-ordinate the extermination of moles, gophers, squirrels at the Slo-Pitch Facility.
- (j) Supply and install rubber pitchers plate and home plate, per diamond, per Season.
- (k) Supply garbage bags for collection of refuse at the Slo-Pitch Facility (35 x 50 heavy duty).
- (l) Supply janitorial products for the Service Buildings, including paper products and deodorizers.
- (m) Inspection and maintenance of playground spring toys.

**SLO-PITCH FACILITY (LAKELAND FORD PARK)  
RECOMMENDED EQUIPMENT AND TOOLS**

**I. Motorized Equipment properly Maintained and Operating**

- One (1) half (½) or quarter (¼) Ton Truck
- One (1) Hand propelled lawn mower
- One (1) Hand held weed eater
- One (1) Gas can

**NOTE:**

A properly maintained and operating service vehicle, being a truck or other similar vehicle for the purpose of general transportation to float the Ball Diamond infields and transporting litter and debris to the City Landfill.

**II. All hand tools and basic janitorial equipment necessary for the purpose of effecting minor repairs and maintenance to backstop fences, players benches, spectator bleachers, sport field playing surfaces included but not limited to the following:**

**A. Hand Tools for Repair and Maintenance**

- One (1) Tool Box
- One (1) Set of wrenches (opened and closed end) 3/8” to 5/8”
- One (1) quarter (¼)” Socket Set
- Two (2) Pliers
- Two (2) Claw Hammers
- Two (2) Paper Picking Sticks
- One (1) Hand Grass Whip

**B. Hand Tools for Sport Field Repair and Maintenance**

- One (1) Ball Diamond Float (5’ x 5’ sand trap drag or 6-gauge fencing)
- One (1) Line Marking Liner
- Two (2) Rakes
- Two (2) Spades/Shovels
- One (1) Corn Broom
- Two (2) Rain Suits
- One (1) Rain Cover for Saf-T-Mark line marking material when stored on the truck during the day.

**C. Janitorial Equipment**

One (1) Set of Rubber Gloves  
One (1) Mop and Pail  
One (1) Toilet Scrubber  
Supply of Rags  
Container of Deodorizer and Disinfectant

**III. Communications**

One (1) Cellular Phone



CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_, of the City of Prince Albert, in the Province of Saskatchewan, MAKE OATH AND SAY:

1. THAT I was personally present and did see TREVOR GUNVILLE, BILL HOKO and KEANAN TIBBS, named as authorized signing authorities and Executive members of the League in the within License Agreement, who are all personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the City of Prince Albert, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. THAT I know the said TREVOR GUNVILLE, BILL HOKO and KEANAN TIBBS, and all are in my belief of the full age of eighteen years or more.

SWORN BEFORE ME at the City of )  
Prince Albert, in the Province of )  
Saskatchewan, this \_\_\_ day of )  
2019. )  
)  
)  
)  
)

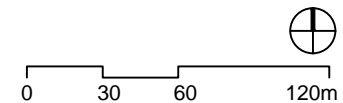
\_\_\_\_\_  
A Commissioner for Oaths in and for the )  
Province of Saskatchewan. My commission )  
expires:\_\_\_\_\_



CITY OF PRINCE ALBERT  
COMMUNITY SERVICES | PARKS DIVISION

**Slo Pitch Facilities at Downtown Lions Park**

Date: 20 July 2015  
Drawn: APB  
Scale: 1:3,000m @ 8.5X11L





**RPT 22-187**

**TITLE:** Request for Funds from PA Slo-Pitch League Reserve

**DATE:** April 19, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That \$5,898.64 be made available from the PA Slo-Pitch League Reserve for the installation of steel tables in the concession area at Lakeland Ford Park,

**TOPIC & PURPOSE:**

The purpose of this report is to recommend \$5,898.64 be made available from the PA Slo-Pitch League Reserve to allow the League to purchase 2 new large steel tables to be installed at Lakeland Ford Park in time for the 2022 season.

**BACKGROUND:**

The PA Slo-Pitch League Reserve was established on May 16, 2016 to accept all sponsorship fund for the purpose of Capital Improvement at Lakeland Ford Park. The revenue to the Reserve is generated from sponsorship, naming rights at Lakeland Ford Park and an annual infrastructure fee per team associated with the PA Slo-Pitch League.

The sponsorship campaign remains successful, as the naming rights for the park and each of the 7 diamonds as been secured since 2016 and each league team has also contributed to the Reserve.

The Reserve has been used previous for shale replacement in 2017 when \$36,096 was provided for that project.

As of 2022 the PA Slo-Pitch League Reserve Balance is \$88,087.

The twelve foot steel tables with accompanying seating the League would like to purchase will be provided by Metalman. Metalman has provided many pieces of furniture to the City recently, including 2 similar tables that were installed at Lakeland Ford Park in 2021.

The 2021 table install was a sample to see if the metal structure, which is 12 feet long would withstand the rigors and challenges of Lakeland Ford Park. These tables are strong, durable and heavy. This is important as it discourages vandalism.

The tables are quoted at \$2,782.38 each plus PST (\$166.94) including delivery and installation for a total of \$5,898.64.

### **PROPOSED APPROACH AND RATIONALE:**

The PA Slo-Pitch League continues to be one of the largest participation leagues in Prince Albert, with 48 teams projected to be in the league in 2022. The League utilizes Lakeland Ford Park each weekday evening and hosts numerous tournaments on weekends. For the second year in a row, the NSA Provincial Championships will be hosted at Lakeland Ford Park.

The tables are well used by families and individuals to sit and relax between games, or socialize afterwards in the concession area. They will be located under the roof in the picnic area adjacent to the concession stand to provide somewhere to sit in the shade on hot summer days.

The League is very family-oriented with the playground at Lakeland Ford Park used each evening by youngsters whose parents are playing. The new picnic tables will give them another option to go to during games.

### **CONSULTATIONS:**

The PA Slo-Pitch League had 2 tables installed in 2021 to see if they worked in the application of Lakeland Ford Park. The membership were pleased with the tables and the league has requested funds be made available to purchase 2 more.

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The PA Slo-Pitch League Executive made the request for funds after their meeting of April 6, 2022 when they decided this project was important to complete before the coming season.

### **FINANCIAL IMPLICATIONS:**

With a balance of \$88,087 in 2022, the PA Slo-Pitch League Reserve has sufficient funds to fulfill this project.

### **OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no other considerations or implications, no policy implications, no implications to the Official Community Plan and no options to the recommendation.

### **STRATEGIC PLAN:**

**Infrastructure:** Through the commitment of the PA Slo-Pitch League to operate Lakeland Ford Park, the City has a first-class slo-pitch facility. Adding the amenities of 2 new picnic tables adds to the infrastructure of the facility.

**Active and Caring Community:** The improvement of City owned assets provide more opportunities for our citizens to be physically active. The PA Slo-Pitch League has 48 teams and has over 700 City residents that are active there on a weekly basis. Adding these amenities to the facility just make it more valuable for the players and their families.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**PRESENTATION:**

None

**ATTACHMENTS:**

1. Metalman quote
2. Table example 1
3. Table example 2

Written by: Bruce Vance, Marketing & Sponsorship Coordinator

Approved by: Director of Community Services and City Manager

File Message Acrobat Tell me what you want to do...

Ignore Delete Reply Reply All Forward Meeting IM More Move OneNote Actions Mark Unread Categorize Follow Up Translate Find Related Select Zoom Send to OneNote Viva Insights

Delete Respond Move Tags Editing Zoom OneNote



Perry Gursky <metalmansk@gmail.com>

Bruce Vance; Tim Yeaman

Metalman



20210714\_092830.jpg  
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Hello Bruce.

Thank you for wanting a quote on two more 12 foot picnic tables.

2 each @\$2782.38 ,12 foot picnic tables with star cut out pattern, Green color.

Includes delivery to Prince Albert and will assist P.A. crew with setup.

TOTAL\$5564.76 plus tax

Have a great Easter weekend!

Perry Gursky

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Perry Gursky

[www.metalmanart.com](http://www.metalmanart.com)

Metalman face book page

Metalman Art & Design

1-306-978-7876









**TITLE:** 2021 Revaluation One-Time Property Tax Abatement

**DATE:** **March 31, 2022**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That a one-time abatement be granted to residential properties that received a tax increase exceeding \$700 in 2021, excluding properties with substantial renovations or a change in classification, for a total abatement of \$111,775.94, to be funded from the Fiscal Stabilization Reserve.

**TOPIC & PURPOSE:**

The purpose of this report is to propose a one-time abatement for residential properties who saw a property tax increase in 2021 of over \$700.

**BACKGROUND:**

Every four years municipalities in Saskatchewan must revalue properties and update the assessed values. In 2021, the City faced a revaluation year. This revaluation created shifts in assessed values between properties, and decreased the overall assessed value in the City. This decrease in assessed value caused a decrease in projected taxation revenue.

The system is designed to be revenue neutral which means the City will not receive more or less revenue as a result of revaluation. In order to generate the same taxation revenue as 2020 and remain revenue neutral, the City increased the mill rate factor on residential properties from 0.810 in 2020 to 0.938 in 2021. This increase impacted the overall property taxes on residential properties differently; some properties saw an increase in their property taxes, some saw a decrease, and some stayed relatively neutral, depending on how their taxable assessed value changed from the revaluation. Because of the particular market changes in Prince Albert, the overall impact was that middle value homes decreased in value causing fewer higher valued properties to carry a larger portion of the tax burden.

In 2021, there were 202 residential tax rolls who saw an increase in property taxes of over \$700. Of these properties, increases ranged from \$780 to \$5,999 (see attached for a detailed list). While it was known that there was the potential for increases as a result of revaluation, the extent of the impact was not clear. Since the delivery of property tax notices last year, City Council has expressed a desire to explore options that would correct this oversight at the time of implementation.

One method implemented for the 2022 tax year that addresses the shift that occurred was the use of a base tax. A base tax is one tool cities use to reduce the difference in property taxes between the lower and higher valued homes by applying a flat rate across all properties. This approach incrementally addresses the issue going forward, but does not correct the impact experienced last year.

One option proposed, and which is being presented for City Council's consideration, is a one-time abatement for property owners that saw an increase in property taxes over \$700 in 2021.

### **PROPOSED APPROACH AND RATIONALE:**

The proposed abatement would provide properties owners that experienced the most dramatic increases with one-time tax relief.

#### Residential Impact & Criteria

Of the 202 properties that saw an increase in property taxes of over \$700, 29 properties were removed as they met one of the following criteria:

1. The increase was due to a change in property classification, for example:
  - a. Change from vacant residential to residential (i.e. an improvement was built)
  - b. Change in exempt to taxable
2. The increase was due to a significant renovation or improvement to the property, specifically:
  - a. Major renovations that impacted the assessed value by \$50,000 or greater, for example:
    - i. Interior and exterior renovations
    - ii. An addition to the property

It should be noted that while 29 properties were identified to be removed from the list, there are limitations when reviewing these properties. For example, if a property did not take out a permit and/or was not re-inspected, it would be difficult to identify such a property as having an increase in assessed value due to renovations.

#### Abatement Values

The chart below shows the number of residential properties that saw an increase in their property taxes of over \$700 in 2021, the total dollar value of that increase, and the amount in

excess of the \$700 (i.e. the amount that would be a one-time abatement). The attachment entitled *2021 Residential Property Tax Increase over \$700* provides further details.

AMOUNT OF INCREASE	NO. OF PROPERTIES	TOTAL AMOUNT OF INCREASES	TOTAL AMOUNT OF ABATEMENT
OVER \$700	173	\$232,875.94	\$111,775.94

It should be noted that this information represents the amount of a one-time abatement in response to the impact of 2021. This abatement is a one-time reduction to address the sudden increase in property taxes following the 2021 revaluation. It would not impact assessed values and therefore it should be noted that this is not a permanent reduction in property taxes going forward. The table below illustrates this point for a property who saw an increase of \$1,468.13 in 2021 and would receive a \$768.13 one-time abatement.

	2020	2021	2022*
Assessed Value	\$515,800	\$572,000	\$572,000
Taxable Value	\$412,600	\$457,600	\$457,600
Total Property Taxes	\$5,789.93	\$7,258.06	\$7,388.59
One-Time Abatement	-	\$(768.13)	-
Net Property Taxes	<b>\$5,789.93</b>	<b>\$6,489.93</b>	<b>\$7,388.59</b>

*\*2022 amounts are based on Bylaws No. 7, 8, 9, and 10 of 2022 and do not include any potential changes to the Education Property Tax mill rates.*

### CONSULTATIONS:

Consultations have been held with Administration regarding this matter.

### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Communication Office will coordinate the release of communications materials upon the approval of the abatement. The key dates are as follows:

Key Dates:	Council Meeting: <b>April 25, 2022</b> Media Release: <b>April 26, 2022</b> Letters to impacted property owners: <b>May 13, 2022</b> Property Tax Notices delivered: <b>May 20, 2022</b>
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### Delivery of One-Time Abatement

The one-time abatement will be delivered to the impacted property owners in one of two ways:

1. If they are currently enrolled in the Tax Installment Payment Plan (TIPPS), a cheque will

be mailed for the amount they are entitled to.

2. If they are not currently enrolled in TIPPS, the one-time abatement will be credited to their property tax account.

This method is chosen as applying the one-time abatement to an individual enrolled in TIPPS would impact the amount of their monthly payment. Issuing a cheque will allow for more uniform monthly payments.

Individuals not currently enrolled in TIPPS pay on an annual basis. Due to the timing of the one-time abatement (i.e. preceding the 2022 Tax Notice delivery), it is preferable to credit the account of the impacted individuals. If a cheque was instead issued for these annual payers, they would receive a cheque for the one-time abatement on May 13, 2022 and then receive their tax notice one week later indicating their 2022 amount owing. Instead, the credit for the one-time abatement will be applied to their 2022 tax levy.

#### **FINANCIAL IMPLICATIONS:**

The one-time abatement will be a total cost of \$111,775.94 to the City. This abatement was not included in the 2022 budget, therefore it is being recommended that the abatement be funded from the Fiscal Stabilization Reserve.

#### **OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no options to recommendation, policy implications, community plan, or privacy implications at this time.

#### **PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

#### **ATTACHMENTS:**

1. 2021 Residential Property Tax Increases Over \$700

Written by: Briane Vance, Finance Manager

Approved by: Acting Director of Financial Services & Acting City Manager

**City of Prince Albert**  
**2021 Residential Property Tax Increase over \$700**

ROLL NO	2021 TAX LEVY	2020 TAX LEVY	DIFFERNCE	ABATEMENT AMOUNT
010019610	\$ 16,109.73	\$ 9,410.46	\$ 6,699.27	\$ 5,999.27
101003260	\$ 31,867.23	\$ 26,926.35	\$ 4,940.88	\$ 4,240.88
020024295	\$ 15,426.97	\$ 11,051.53	\$ 4,375.44	\$ 3,675.44
222007180	\$ 10,603.34	\$ 7,025.42	\$ 3,577.92	\$ 2,877.92
260016560	\$ 13,249.09	\$ 9,693.83	\$ 3,555.26	\$ 2,855.26
010021960	\$ 12,869.61	\$ 9,453.44	\$ 3,416.17	\$ 2,716.17
101004580	\$ 6,043.38	\$ 2,691.79	\$ 3,351.59	\$ 2,651.59
020023150	\$ 10,356.44	\$ 7,017.36	\$ 3,339.08	\$ 2,639.08
122001040	\$ 11,967.37	\$ 8,779.29	\$ 3,188.08	\$ 2,488.08
202006970	\$ 18,130.62	\$ 15,015.86	\$ 3,114.76	\$ 2,414.76
122001050	\$ 11,414.14	\$ 8,494.59	\$ 2,919.55	\$ 2,219.55
101007220	\$ 6,474.68	\$ 3,559.32	\$ 2,915.36	\$ 2,215.36
020024270	\$ 9,612.71	\$ 6,826.68	\$ 2,786.03	\$ 2,086.03
020020305	\$ 9,330.77	\$ 6,571.51	\$ 2,759.26	\$ 2,059.26
020020130	\$ 9,784.93	\$ 7,159.72	\$ 2,625.21	\$ 1,925.21
220007540	\$ 9,048.74	\$ 6,682.76	\$ 2,365.98	\$ 1,665.98
201004610	\$ 9,195.01	\$ 6,911.45	\$ 2,283.56	\$ 1,583.56
020024230	\$ 9,355.14	\$ 7,132.86	\$ 2,222.28	\$ 1,522.28
241016800	\$ 7,482.09	\$ 5,463.60	\$ 2,018.49	\$ 1,318.49
100001340	\$ 6,193.77	\$ 4,214.28	\$ 1,979.49	\$ 1,279.49
241017770	\$ 7,494.28	\$ 5,518.66	\$ 1,975.62	\$ 1,275.62
241014920	\$ 7,927.11	\$ 5,957.80	\$ 1,969.31	\$ 1,269.31
122001090	\$ 9,676.72	\$ 7,713.01	\$ 1,963.71	\$ 1,263.71
122001020	\$ 9,609.66	\$ 7,647.21	\$ 1,962.45	\$ 1,262.45
101005430	\$ 7,218.43	\$ 5,286.33	\$ 1,932.10	\$ 1,232.10
241020240	\$ 7,820.43	\$ 5,896.02	\$ 1,924.41	\$ 1,224.41
241025060	\$ 7,594.86	\$ 5,724.12	\$ 1,870.74	\$ 1,170.74
242010360	\$ 7,543.05	\$ 5,678.47	\$ 1,864.58	\$ 1,164.58
020024290	\$ 8,367.55	\$ 6,527.20	\$ 1,840.35	\$ 1,140.35
201005180	\$ 7,746.73	\$ 5,980.38	\$ 1,766.35	\$ 1,066.35
020020310	\$ 7,828.05	\$ 6,168.64	\$ 1,659.41	\$ 959.41
260016500	\$ 8,321.84	\$ 6,666.86	\$ 1,654.98	\$ 954.98
260000570	\$ 6,841.99	\$ 5,195.02	\$ 1,646.97	\$ 946.97
122001060	\$ 10,979.78	\$ 9,356.75	\$ 1,623.03	\$ 923.03
010021915	\$ 7,907.30	\$ 6,300.24	\$ 1,607.06	\$ 907.06
122000640	\$ 5,755.34	\$ 4,156.92	\$ 1,598.42	\$ 898.42
242010180	\$ 7,504.95	\$ 5,913.48	\$ 1,591.47	\$ 891.47
241014340	\$ 8,337.08	\$ 6,785.04	\$ 1,552.04	\$ 852.04
241025270	\$ 6,997.44	\$ 5,458.23	\$ 1,539.21	\$ 839.21
122000990	\$ 9,440.49	\$ 7,910.42	\$ 1,530.07	\$ 830.07
241025320	\$ 7,969.79	\$ 6,472.15	\$ 1,497.64	\$ 797.64
242008620	\$ 5,881.83	\$ 4,386.56	\$ 1,495.27	\$ 795.27
241014918	\$ 7,332.74	\$ 5,839.63	\$ 1,493.11	\$ 793.11
242010480	\$ 7,184.91	\$ 5,703.97	\$ 1,480.94	\$ 780.94

241014420	\$	7,258.06	\$	5,789.93	\$	1,468.13	\$	768.13
222010660	\$	6,019.00	\$	4,565.17	\$	1,453.83	\$	753.83
100006440	\$	6,799.32	\$	5,349.45	\$	1,449.87	\$	749.87
101002610	\$	2,518.26	\$	1,107.07	\$	1,411.19	\$	711.19
241014430	\$	6,712.44	\$	5,303.79	\$	1,408.65	\$	708.65
241012570	\$	6,416.77	\$	5,020.43	\$	1,396.34	\$	696.34
122037250	\$	9,227.13	\$	7,831.18	\$	1,395.95	\$	695.95
241012010	\$	5,720.29	\$	4,324.79	\$	1,395.50	\$	695.50
241020250	\$	6,479.27	\$	5,092.95	\$	1,386.32	\$	686.32
101001560	\$	5,873.70	\$	4,488.04	\$	1,385.66	\$	685.66
122001010	\$	8,754.67	\$	7,390.71	\$	1,363.96	\$	663.96
020020160	\$	6,726.16	\$	5,383.02	\$	1,343.14	\$	643.14
020020220	\$	5,983.95	\$	4,673.95	\$	1,310.00	\$	610.00
222009730	\$	6,608.80	\$	5,303.80	\$	1,305.00	\$	605.00
020024310	\$	5,907.74	\$	4,602.78	\$	1,304.96	\$	604.96
241014916	\$	6,794.74	\$	5,505.23	\$	1,289.51	\$	589.51
260016480	\$	7,509.52	\$	6,235.79	\$	1,273.73	\$	573.73
020020507	\$	6,599.66	\$	5,326.62	\$	1,273.04	\$	573.04
241017780	\$	6,674.35	\$	5,403.16	\$	1,271.19	\$	571.19
122001030	\$	7,639.07	\$	6,370.08	\$	1,268.99	\$	568.99
260000590	\$	5,944.32	\$	4,676.64	\$	1,267.68	\$	567.68
101007290	\$	5,206.68	\$	3,944.74	\$	1,261.94	\$	561.94
241017820	\$	6,267.43	\$	5,012.37	\$	1,255.06	\$	555.06
241014510	\$	5,438.33	\$	4,197.22	\$	1,241.11	\$	541.11
010021940	\$	7,907.30	\$	6,676.26	\$	1,231.04	\$	531.04
020024450	\$	6,742.92	\$	5,514.63	\$	1,228.29	\$	528.29
241020120	\$	7,482.09	\$	6,255.93	\$	1,226.16	\$	526.16
100002320	\$	6,138.36	\$	4,924.55	\$	1,213.81	\$	513.81
260017250	\$	7,965.21	\$	6,764.90	\$	1,200.31	\$	500.31
240000780	\$	6,678.92	\$	5,493.14	\$	1,185.78	\$	485.78
122001000	\$	8,071.89	\$	6,931.43	\$	1,140.46	\$	440.46
241014830	\$	6,922.77	\$	5,783.22	\$	1,139.55	\$	439.55
020023250	\$	5,807.15	\$	4,672.61	\$	1,134.54	\$	434.54
260016460	\$	7,508.00	\$	6,375.44	\$	1,132.56	\$	432.56
020020140	\$	7,713.75	\$	6,591.66	\$	1,122.09	\$	422.09
260016050	\$	6,942.57	\$	5,823.50	\$	1,119.07	\$	419.07
241011720	\$	4,761.67	\$	3,647.97	\$	1,113.70	\$	413.70
020024490	\$	6,928.85	\$	5,823.50	\$	1,105.35	\$	405.35
241020260	\$	7,524.76	\$	6,423.80	\$	1,100.96	\$	400.96
260017330	\$	7,427.22	\$	6,329.79	\$	1,097.43	\$	397.43
241014400	\$	6,304.00	\$	5,209.79	\$	1,094.21	\$	394.21
101004150	\$	2,743.81	\$	1,651.02	\$	1,092.79	\$	392.79
241017890	\$	6,491.46	\$	5,400.49	\$	1,090.97	\$	390.97
020020505	\$	3,252.86	\$	2,168.05	\$	1,084.81	\$	384.81
241025500	\$	7,055.35	\$	5,981.96	\$	1,073.39	\$	373.39
101004050	\$	2,289.65	\$	1,219.94	\$	1,069.71	\$	369.71
260016030	\$	6,634.72	\$	5,571.03	\$	1,063.69	\$	363.69
241014870	\$	6,189.70	\$	5,130.55	\$	1,059.15	\$	359.15
242009030	\$	5,740.10	\$	4,684.71	\$	1,055.39	\$	355.39
020020270	\$	6,922.77	\$	5,867.82	\$	1,054.95	\$	354.95

020023340	\$	5,872.69	\$	4,823.02	\$	1,049.67	\$	349.67
122037260	\$	6,509.75	\$	5,463.60	\$	1,046.15	\$	346.15
101004060	\$	2,585.32	\$	1,546.28	\$	1,039.04	\$	339.04
241018000	\$	5,260.02	\$	4,221.39	\$	1,038.63	\$	338.63
020023160	\$	7,267.21	\$	6,241.15	\$	1,026.06	\$	326.06
010015260	\$	3,103.50	\$	2,078.07	\$	1,025.43	\$	325.43
241017450	\$	5,709.62	\$	4,691.42	\$	1,018.20	\$	318.20
242010370	\$	7,779.28	\$	6,770.27	\$	1,009.01	\$	309.01
020023240	\$	4,493.42	\$	3,485.46	\$	1,007.96	\$	307.96
241014600	\$	4,936.93	\$	3,958.17	\$	978.76	\$	278.76
010021910	\$	5,051.21	\$	4,073.66	\$	977.55	\$	277.55
020023290	\$	6,101.29	\$	5,123.83	\$	977.46	\$	277.46
122037098	\$	6,428.97	\$	5,458.23	\$	970.74	\$	270.74
241011570	\$	5,028.36	\$	4,069.63	\$	958.73	\$	258.73
241014630	\$	5,217.35	\$	4,277.79	\$	939.56	\$	239.56
241014680	\$	6,358.86	\$	5,420.63	\$	938.23	\$	238.23
241014950	\$	5,973.28	\$	5,037.89	\$	935.39	\$	235.39
260000530	\$	6,931.90	\$	6,000.77	\$	931.13	\$	231.13
242010300	\$	5,372.80	\$	4,442.98	\$	929.82	\$	229.82
241018020	\$	5,127.44	\$	4,205.26	\$	922.18	\$	222.18
020020240	\$	5,561.78	\$	4,645.75	\$	916.03	\$	216.03
020023320	\$	4,981.12	\$	4,070.98	\$	910.14	\$	210.14
241011560	\$	4,694.60	\$	3,786.29	\$	908.31	\$	208.31
241017600	\$	5,813.26	\$	4,925.08	\$	888.18	\$	188.18
260016450	\$	6,764.26	\$	5,877.21	\$	887.05	\$	187.05
201014700	\$	2,207.35	\$	1,322.00	\$	885.35	\$	185.35
220006800	\$	2,368.14	\$	1,483.08	\$	885.06	\$	185.06
241014500	\$	5,334.69	\$	4,452.37	\$	882.32	\$	182.32
242002580	\$	4,583.35	\$	3,708.39	\$	874.96	\$	174.96
241025210	\$	5,389.57	\$	4,518.17	\$	871.40	\$	171.40
260016040	\$	6,877.04	\$	6,007.48	\$	869.56	\$	169.56
260016530	\$	8,900.97	\$	8,047.38	\$	853.59	\$	153.59
241014650	\$	5,042.08	\$	4,189.16	\$	852.92	\$	152.92
241011540	\$	4,511.71	\$	3,662.72	\$	848.99	\$	148.99
241025350	\$	7,495.80	\$	6,652.09	\$	843.71	\$	143.71
101000950	\$	5,818.92	\$	4,985.87	\$	833.05	\$	133.05
241011650	\$	4,272.43	\$	3,446.51	\$	825.92	\$	125.92
101007770	\$	2,646.28	\$	1,824.27	\$	822.01	\$	122.01
241014620	\$	4,944.55	\$	4,124.69	\$	819.86	\$	119.86
242004030	\$	6,870.95	\$	6,053.14	\$	817.81	\$	117.81
241017720	\$	4,744.89	\$	3,927.28	\$	817.61	\$	117.61
242010570	\$	6,448.78	\$	5,634.15	\$	814.63	\$	114.63
200008580	\$	4,819.58	\$	4,007.85	\$	811.73	\$	111.73
241014660	\$	5,298.13	\$	4,511.46	\$	786.67	\$	86.67
241014984	\$	5,698.95	\$	4,917.03	\$	781.92	\$	81.92
242010610	\$	6,508.21	\$	5,726.82	\$	781.39	\$	81.39
122001180	\$	8,472.73	\$	7,691.51	\$	781.22	\$	81.22
241011700	\$	4,394.36	\$	3,618.42	\$	775.94	\$	75.94
242009000	\$	5,310.31	\$	4,539.66	\$	770.65	\$	70.65
121010730	\$	5,317.94	\$	4,550.41	\$	767.53	\$	67.53

241011760	\$ 4,263.30	\$ 3,500.23	\$ 763.07	\$ 63.07
010015220	\$ 2,042.75	\$ 1,284.40	\$ 758.35	\$ 58.35
241014590	\$ 4,415.70	\$ 3,668.10	\$ 747.60	\$ 47.60
260017290	\$ 6,956.30	\$ 6,208.93	\$ 747.37	\$ 47.37
241017710	\$ 5,418.52	\$ 4,671.27	\$ 747.25	\$ 47.25
241020220	\$ 5,064.94	\$ 4,322.11	\$ 742.83	\$ 42.83
241025840	\$ 5,816.31	\$ 5,075.49	\$ 740.82	\$ 40.82
220001660	\$ 2,003.06	\$ 1,265.03	\$ 738.03	\$ 38.03
241016820	\$ 6,322.28	\$ 5,585.80	\$ 736.48	\$ 36.48
020023300	\$ 4,644.31	\$ 3,909.83	\$ 734.48	\$ 34.48
242010540	\$ 5,008.55	\$ 4,275.11	\$ 733.44	\$ 33.44
241014800	\$ 5,298.13	\$ 4,565.18	\$ 732.95	\$ 32.95
241014530	\$ 4,467.52	\$ 3,735.25	\$ 732.27	\$ 32.27
222009740	\$ 5,372.80	\$ 4,641.73	\$ 731.07	\$ 31.07
200002020	\$ 2,699.62	\$ 1,969.30	\$ 730.32	\$ 30.32
101009920	\$ 3,440.31	\$ 2,711.93	\$ 728.38	\$ 28.38
222012050	\$ 4,927.77	\$ 4,205.26	\$ 722.51	\$ 22.51
241012240	\$ 4,744.89	\$ 4,022.64	\$ 722.25	\$ 22.25
242010280	\$ 5,852.87	\$ 5,131.89	\$ 720.98	\$ 20.98
222010670	\$ 5,260.02	\$ 4,543.69	\$ 716.33	\$ 16.33
121010030	\$ 3,126.36	\$ 2,412.45	\$ 713.91	\$ 13.91
020020210	\$ 6,393.92	\$ 5,682.49	\$ 711.43	\$ 11.43
242010510	\$ 5,095.42	\$ 4,386.56	\$ 708.86	\$ 8.86
242010640	\$ 5,772.10	\$ 5,064.76	\$ 707.34	\$ 7.34
120002350	\$ 1,821.77	\$ 1,115.10	\$ 706.67	\$ 6.67
020020260	\$ 6,209.51	\$ 5,503.89	\$ 705.62	\$ 5.62
201010280	\$ 2,749.92	\$ 2,045.84	\$ 704.08	\$ 4.08
260000600	\$ 5,691.33	\$ 4,989.55	\$ 701.78	\$ 1.78
202003930	\$ 2,719.44	\$ 2,018.99	\$ 700.45	\$ 0.45

**TOTAL: \$ 111,775.94**  
**NO. OF ROLLS 173**





**RPT 22-179**

**TITLE:** Auction Services Agreement - RFP #21/22

**DATE:** April 14, 2022

**TO:** City Council

**PUBLIC:** X **INCAMERA:**

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**RECOMMENDATION:**

1. That RFP#21/22 for Auction Services be awarded to McDougall Auctioneers Ltd for the three year term from May 1, 2022 to April 30, 2025 with an optional two year extension if mutually agreed; and,
2. The Mayor and City Clerk be authorized to execute the agreement on behalf of The City, once prepared.

**TOPIC & PURPOSE:**

The purpose of this report is for Council to approve the award of Auction Services to McDougall Auctioneers Ltd for the annual and monthly auctions for disposal of items and vehicles.

**BACKGROUND:**

The City of Prince Albert holds an annual auction every spring to dispose of surplus items including used office equipment, retired equipment, police items and bicycles. In 2018, the City received Garage Keeper status in conjunction with the establishment of the Impound Lot. Vehicles brought in to the impound lot from Bylaw and SGI traffic seizures that go unclaimed are disposed of to reduce bad debt. This created a need to expand auction services to include monthly vehicle sales due to limited space in the impound lot. The focus of both auctions is to maximize the sale values received.

**PROPOSED APPROACH AND RATIONALE:**

Request for proposal (RFP) # 21/22 for a three year term plus an optional two year extension if

mutually agreed upon was publicly posted and closed April 6, 2022 to cover all auction services required by the City. Proposals from four companies were received and evaluated. Submissions were reviewed and rated by City administrative staff based on the evaluation criteria in the RFP. Staff members awarded points accordingly based on the information from each bidders' submission.

#### Evaluation of RFP proposals

<b>Company</b>	<b>Points Allocated</b>
McDougall Auctioneers Ltd	98
GovDeals	83
Schmalz Auctions	69
PBR Auctions	60

McDougall Auctioneers Ltd offered the best solution to meet the City's requirements based on the following:

- Provided the best quality service at a reasonable cost to recover the maximum potential funds. Their services include:
  - Provision for organizing, cataloguing and photographing the annual auction items;
  - Provision for organizing, cataloguing and photographing vehicles for the monthly auction;
  - Providing extensive advertising including inter-provincial advertising at no extra cost. This is done well in advance, increasing the number of potential bidders so that the highest selling prices can be obtained. The extensive advertising includes online website with pictures, posters, billboards, all Provincial newspapers, and other media such as Twitter, Facebook and Kijiji.
- Similar services provided to the City of Saskatoon and City of Regina including online auction services for the sale of fleet equipment and vehicles, shop equipment, stolen and recovered merchandise, bicycles, impound and salvage vehicles.
- Services consist of conducting online sales, SGI searches, reporting and timely cheque payouts.
- As per references, McDougall's staff are very professional, responsive, and accommodative to meet the City's various requirements. This is consistent with the service they have provided over the last three years to the City of Prince Albert.

Of the four companies, GovDeals did offer the best overall commission rate but did not meet other requirements that would require more City staff time to complete pictures and posting. Based on estimated annual commission fees, the three lowest bidders were within 6%.

Schmalz Enterprises and PBR Auctions provided minimal information on ability to meet all RFP requirements and qualifications. There was also no details on any value added services that would be included in the auctioneer services as requested in the guidelines.

Annual auction sales vary dependant on the value and amount of items available and the potential buyers that show up for each auction. Vehicle sales also vary by number of units available, condition and potential buyers monthly.

The chart below shows historical data of auction sale revenues.

Year	Annual Auction	Impound Auction	Total	Service Provider
2014	\$23,000.00	N/A	\$23,000.00	Schmaltz
2015	\$66,000.00	N/A	\$66,000.00	Schmaltz
2016	\$80,992.00	N/A	\$80,992.00	Schmaltz
2017	\$131,000.00	N/A	\$131,000.00	Schmaltz
2018	\$91,380.00	\$71,390.00	\$162,770.00	Schmaltz
2019	\$68,985.33	\$145,135.00	\$214,120.33	Schmaltz / McDougall
2020	\$220,830.33	\$136,675.00	\$357,505.33	McDougall (2 Auctions Spring / Fall)
2021	\$124,954.40	\$185,850.00	\$310,804.40	McDougall

### **CONSULTATIONS:**

The RFP was posted on VendorPanel and SaskTenders.ca websites and emailed directly to local companies.

The submissions were reviewed following the April 6, 2022 closing date and rated by City administrative staff based on the evaluation criteria in the RFP.

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The Purchasing Manager will have debrief meetings with each unsuccessful bidder to provide feedback on their individual submission. He will indicate where the submission may have lacked information and suggestions on how they could improve their submission in the future to receive a higher score. Annual and monthly auctions will be advertised on the City website along with various methods by the Auctioneer including websites, social media, paper, billboards and posters to attract potential buyers.

### **POLICY IMPLICATIONS:**

Processes and procedures were followed according to The City Purchasing Policy and Provincial and Federal Trade Agreements to ensure a fair competition.

### **FINANCIAL IMPLICATIONS:**

Based on the last two years of auction history, it is estimated the City will payout approximately \$26,000 annually in commissions for \$300,000 in revenue generated.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no Privacy Implications, Official Community Plan, Options to Recommendation, or other considerations.

**STRATEGIC PLAN:**

## 1. Fiscal Management and Accountability:

“The City strives to align priorities and initiatives to the corporate strategies and deliver municipal services in cost effective ways.”

**OPTIONS TO RECOMMENDATION:**

Award to second highest rated proposal from Govdeals.

This is not being recommended for the following reasons:

- The strong online option provided did not meet all requirements such as the annual City auction in May;
- Limited Advertising;
- Provided option with a low commission but relied on City staff time to organize and catalogue items;

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

Written by: Mike Lytle, Purchasing Manager

Approved by: Acting Director of Financial Services & Acting City Manager

***RPT 22-157***

**TITLE:** Contract Zoning Agreement Extension - TLS Lawn Care

**DATE:** April 5, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That the Contract Zoning Agreement between The City of Prince Albert and 101100203 Saskatchewan Ltd. (TLS Lawn Care) for an Industrial Service Establishment and Storage Yard located at 333 15 Street Northwest, legally described as Parcels L & M, Plan BQ719, be approved for a five (5) year term from April 30, 2022, to April 30, 2027; and,
2. That the Mayor and City Clerk be authorized to execute the Contract Zoning Agreement and any other required documentation, on behalf of The City, once prepared.

**TOPIC & PURPOSE:**

The purpose of this report is to approve the extension of the Contract Zoning Agreement between The City and TLS Lawn Care for five (5) years.

**BACKGROUND:**

The Contract Zoning Agreement between TLS Lawn Care and The City was originally created by Bylaw No. 8 of 2012, and it rezoned the property from R6 – Restricted Residential to C - Contract Zone. The current Contract Zoning Agreement allows for indoor/outdoor storage and a single dwelling unit at the property.

Since 2012, the Contract Zoning Agreement has been extended once, on June 27<sup>th</sup>, 2017. The current Contract Zoning Agreement dated June 27<sup>th</sup>, 2017, was for a five (5) year term, and is set to expire on April 30<sup>th</sup>, 2022.

When a property is rezoned through a Contract Zoning Agreement, the land is assessed and taxed based on the zoning assigned, how the land is used and on any improvements (how the land is developed, buildings, landscaping, paving, etc.). When the Contract Zoning Agreement ends the land will revert back to CR2 – High Density Country Residential and the original zoning, as well as the land's future use, will determine how it is assessed and taxed.

**PROPOSED APPROACH AND RATIONALE:**

On March 16, 2022, the Department of Planning and Development Services received a written request from TLS Lawn Care to extend the Contract Zoning Agreement for an additional five (5) year term.

Over the past few years, Administration has been working to reduce the number of Contract Zoning Agreements in the City because they are intended to be used as short term solutions (rezoning a single property to a different, existing zoning district for a short period of time), not as permanent solutions (where a unique zoning district is created). In completing our review, to date, Administration has been able to eliminate a number old contract zoning agreements by completing formal Zoning Bylaw amendments, creating the use Bed and Breakfast Home and rezoning 585 19<sup>th</sup> Street East (Kilarney Kastle) to CMU – Commercial Mixed Use are two (2) examples.

In the case of TLS Lawn Care, there isn't a typical zoning solution that Administration could recommend that would allow for the discontinuation of the Contract Zoning Agreement and the continuation of the business as it currently operates. That said, in reviewing the current agreement and because the current use of the property has not caused any concerns for the City or the neighbourhood, Administration is comfortable recommending the five (5) year extension.

Once the Contract Zoning Agreement has been updated and executed, Administration will register it on the subject title, in accordance with Section 69(3) of *The Planning and Development Act, 2007*, which states:

*"... the municipality shall register an interest based on the agreement in the land registry against the affected titles".*

**CONSULTATIONS:**

Planning and Development Services consulted with the owner of TLS Lawn Care about this agreement prior to bringing this report forward for consideration.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Administration will advise the property owner of City Council's decision. Once approved, the agreement will be executed by both parties and a copy provided to TLS Lawn Care.

The Zoning Bylaw will be updated to reflect the new term of the agreement, and the amended Zoning Bylaw will be posted on the website.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no other policy, financial, privacy implications, or options to recommendations to consider with this report.

**STRATEGIC PLAN:**

This report supports the long-term strategy of being Accountable and Transparent through open communication with the applicant, and ensuring all necessary information was presented to the applicant in a timely manner.

**OFFICIAL COMMUNITY PLAN:**

Section 11.2 of the Official Community Plan outlines a number of policies in regards to Economic Development. One of these policies is to:

*“xii. Seek ways to reduce land use conflicts between commercial and residential uses through appropriate guidelines”.*

This is in line with the purpose of the Contract Zoning District as outlined in Section 11.1 of the Zoning Bylaw 1 of 2019:

*“...accommodate the development of land that, due to unique characteristics or development circumstances, requires special consideration in order to ensure any development utilizing this zoning district are compatible with the applicable zoning regulations, and the nature of any adjacent land uses.”*

Contract Zoning Districts, when considered as described above, are one of the tools Administration can use to accommodate relatively unique situations for a short term or to test a concept to ensure it is compatible with surrounding land uses (prior to completing a formal bylaw amendment). While the Contract Zoning District being considered here doesn't meet this intent exactly, it has proved to suit the area it occupies well enough to support its continuation as is.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**ATTACHMENTS:**

1. Contract Zone Extension Request Letter
2. Copy of the previous Contract Zoning Agreement
3. Schedule "A"
4. Location Plan with Aerial

Written by: Jonathon Vis, Planning Technician

Approved by: Director of Planning and Development Services & City Manager

To whom it may concern

**Jonathon Vis.**

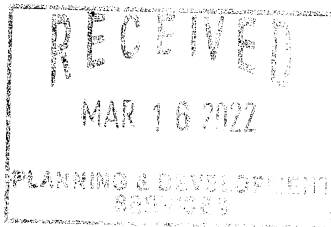
We have been operating under the term Contract Zone since the day we took possession at 333-15<sup>th</sup> st N.W. Our business is TLS a lawncare, landscape and snow removal company.

Our intentions are to continue operating as we have been since 2012 and would like to extend our agreement with the city.

This facility has worked good for us being an easy location as well as the room we require.

Thanks for your time

Tim Scharkowski





# ZONING CONTRACT

THIS AGREEMENT made in duplicate this 27<sup>TH</sup> day of June, A.D. 2017.

BETWEEN:

**THE CITY OF PRINCE ALBERT**, a municipal corporation in the Province of Saskatchewan, herein called "the City"

- and -

**101100203 Saskatchewan Ltd.** operating in the City of Prince Albert, in the Province of Saskatchewan, herein called "the Applicant"

WHEREAS the City has an approved development plan as contemplated in Section 69 of The Planning and Development Act, 2007 that contains guidelines applicable to Contract Zoning;

AND WHEREAS the Applicant is the registered owner of a portion of the land legally described as:

Parcels "L ext. 4" and "M ext. 0", both in the City of Prince Albert, in the Province of Saskatchewan, in the Dominion of Canada, according to a Plan of Record in the Land Titles Office for the Prince Albert Land Registration District as No. B.Q.719.

Excepting: All mines and minerals, as the said mines are described in Transfer registered as N0. 78PA01694.

(hereinafter referred to as the "Lands")

and desires to have a portion of the said real property, more particularly described in bold dashed outline on the plan attached hereto and marked as Schedule "A" and forming a part hereof, re-zoned from R6 – Restricted Residential to C - Contract Zone to permit the carrying out of the following uses upon the real property which is the subject of the Contract Zone designation as described in the within Agreement, specifically:

- (a) Indoor/outdoor storage; and
- (b) A single dwelling unit

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein specified, the parties hereto agree as follows:

1. (1) In this Agreement and the Schedules hereto the following terms have the following meanings, unless the context otherwise requires:
  - (a) "accessory building" means the building which does not accommodate the principal use of the Land and which is not attached above grade to a principal building;
  - (b) "Applicant" includes the successor of the Applicant or assignees;
  - (c) "awning" means a cloth-like or lightweight metal shelter projecting from a building;
  - (d) "building" includes anything constructed or placed on, in, over or under the Land;
  - (e) "building height" means that height determined by the vertical distance between the highest point of a building, including any sign, but excluding and elevator housing, mechanical penthouse, chimney or other ancillary structure, and that point on the grade directly beneath it;
  - (f) "Building Bylaw" means the Building Bylaw of Prince Albert, being Bylaw Number 11 of 2003 or such Bylaw or Bylaws as may be substituted therefore from time to time;
  - (g) "Building Inspector" means "Building Inspector" as defined in the Building Bylaw;
  - (h) "canopy" means a non-retractable solid projection, which extends from the face of a building;
  - (i) "City" means the City of Prince Albert;
  - (j) "City Engineer" means the City Engineer of the City of Prince Albert or his designate or anyone authorized by the City Manager or the City Engineer to act on behalf of the City Engineer;
  - (k) "Company" means 101100203 Saskatchewan Ltd. including any new or other name that 101100203 Saskatchewan Ltd. may operate under;
  - (l) "Council" means the Council of the City of Prince Albert;
  - (m) "Custom Work Order Policy" means the cost of the carrying out of work by private contractor or the estimation of the value of the carrying out of work by City forces calculated by the City Engineer and

constituting the standard charge for all such work performed. Such charge shall be deemed to reflect the actual cost to the City of labour, equipment and materials used together with an administration fee equal to 15 percent of the value of the cost; and, further, includes such alterations by the City Engineer to such standard charges to reflect changes in the actual costs.

- (n) "Director of Planning and Development Services" means the Director of Planning and Development Services for the City of Prince Albert or his/her designate or anyone authorized by the City Manager or Director of Planning and Development Services to act on behalf of the Director of Planning and Development Services;
- (o) "front lot line" means the boundary that divides the Land from the fronting street;
- (p) "front yard" means that area extending the full width of the Land and from the front property line of the Land to the nearest building, and its depth shall be measured at right angles to the front property line;
- (q) "Land" means that portion of the real property aforementioned, registered in the name of the Applicant, of a rectangular shape, approximately .79 hectares or 1.95 acres in size together with improvements thereon, all as more particularly described in bold dashed outline on Schedule "A" to this Agreement.
- (r) "landscaping" means the modification and enhancement of the Land through the use of any or all of the following elements:
  - (i) "soft landscaping" consisting of vegetation such as trees, shrubs, hedges and grass;
  - (ii) "hard landscaping" consisting of non-vegetative materials such as brick, stone, concrete, tile and wood excluding monolithic concrete and asphalt; and
  - (iii) "architectural elements" consisting of wing-walls, sculpture and the like.
- (s) "lot" means the parcel constituting the Land;
- (t) "lot area" means the area contained within the boundaries of a lot as shown on a Plan of Subdivision or described in a Certificate of Title;
- (u) "lot coverage" means that portion of the Land, which may be covered by buildings or structures;
- (v) "lot width" means the width of the Land where it abuts a street;

- (w) "operator" means the Applicant and all his successors, assigns, contractors, employees, agents, representatives or designates charged with, or with any part of, any conduct, business or duty on or in the subject lands or buildings, relating to the Indoor/outdoor storage, and single dwelling unit use of the land or buildings, or otherwise governed by this Agreement.
- (x) "principal building" means a building that accommodates the principal use of the Land;
- (y) "principal use" means the main purpose for which a building or site is used;
- (z) "rear lot line" means the boundary that divides the Land from the adjacent site or street opposite the front lot line;
- (aa) "rear yard" means that area extending the full width of the Land from the rear property line of the Land to the rear of the nearest building, and its depth shall be measured at right angles to the rear property line;
- (bb) "screening" means the total or partial concealment of a building, structure or activity by a fence, wall, berm or soft landscaping on the Land;
- (cc) "side lot line" means the boundaries opposite each other and connecting front and rear lot lines and which divides the Land from adjacent sites or streets;
- (dd) "side yard" means the portion of the Land extending from the front yard to the rear yard and between the side property line of the Land and the closest side of the nearest building, and its width shall be measured at right angles to the side property line;
- (ee) "sign" means a device, structure or fixture intended for the advertising or calling attention to any person, matter, object or event;
- (ff) "sign area" means the entire area of a sign or in the case of a painted wall sign a building face, on which copy could be placed and includes any frame or embellishment which forms an integral part of the display but does not include landscaping, and in the case of a double-face or multi-face sign, the average of the total area of all sign faces will be counted in sign area calculations;
- (gg) "site" means the Land;

- (hh) "street" means a public thoroughfare of the City whether dedicated for such use or not;
  - (ii) "successor" means any person, firm or corporation being the transferee of the entire stock-in-trade of the Applicant's Indoor/outdoor storage, and single dwelling unit or a part thereof if such transfer is out of the usual course of trade, a transferee of an interest in the Applicant's Indoor/outdoor storage; and single dwelling unit or trade including a sale of shares, and the transferee of the Land, or a part thereof.
  - (ji) "Traffic Bylaw" means the Traffic Bylaw of the City of Prince Albert, being Bylaw number 1 of 2013 as amended or such Bylaw or Bylaws as may be substituted therefore from time to time;
  - (kk) "use" means the purpose or activity for which the Land or buildings thereon are designed, arranged or intended, occupied or maintained;
  - (ll) "yard" means any part of the Land unoccupied by building;
  - (mm) "Zoning Bylaw" means the Zoning Bylaw of the City of Prince Albert, being Bylaw number 1 of 1987 as amended or such Bylaw or Bylaws as may be substituted therefore from time to time;
  - (2) Unless the context otherwise requires and subject to subsection (1), terms and expressions used in this Bylaw shall have the same meaning as in The Planning and Development Act, 2007.
  - (3) Unless the context otherwise requires and subject to subsections (1) and (2), terms and expressions used in this Bylaw shall have the same meaning as in The Cities Act, 2002.
2. (1) Unless earlier terminated, the Applicant may carry on Indoor/outdoor storage, and a single dwelling unit upon the Land in accordance with the provisions of this agreement for a term commencing on the day of execution of this Agreement and expiring on April 31<sup>st</sup>, 2022. By written notice from the Applicant prior to the expiration of the original term, the Contract Zoning of the Land may be considered by City Council for extension for an additional term of five (5) years on terms and conditions as may be approved by City Council and subject to the applicant being in good standing at the time of renewal.
- (2) Subject to Clause 8, the Land may be used in accordance with the provisions of the Zoning Bylaw as stated under Clause 6.

3. (1) The Applicant agrees to ensure that none of the Land or buildings shall be developed or shall be suffered used or permitted to be developed or used except in accordance with the terms and conditions and time limits prescribed in this Agreement. No new buildings or structures requiring a Building Permit under the Building Bylaw shall be undertaken except as is consistent with the other restrictions and specifications of this Agreement.  
  
(2) Notwithstanding Subsection 1 of this clause, an addition to the existing building on the Land during the term of the Contract Zone may be undertaken provided that such addition complies with all other applicable Bylaws of the City and the National Building Code.
4. Only the following uses shall be permitted when carried on in accordance with the terms of this Agreement, specifically:
  - (a) Indoor/outdoor storage; and
  - (b) A single dwelling unit
5. Notwithstanding any provision of the Zoning Bylaw, signage for the Land shall not exceed one sign with a maximum sign face surface of six (6) square metres and which shall be subject to the approval of the Building Inspector and in all other respects, shall be in accordance with the provisions of the Zoning Bylaw.
6. (1) The Applicant agrees that the following regulations shall apply to the agreed upon uses of the Land:
  - (a) Subject to Clause 3(1), the maximum lot coverage shall not exceed the parameters existing on-site (accessory buildings excluded).
  - (b) In regard to accessory buildings:
    - (i) accessory buildings, structures and uses upon the Land shall meet the spatial separation requirements set out in the Fire Resistance Ratings of the current National Building Code of Canada, but in no case shall an accessory building, structure or use be located closer than 1.5 metres to any side or rear property lines delimiting the rear yard;
  - (c) In respect of outside storage:
    - (i) outside storage shall be fenced
7. Any site lighting shall be designed in a manner which does not unduly interfere with neighboring properties or road right of ways and shall be removed upon termination of this agreement pursuant to section 12(b); and

8. The Applicant agrees to ensure that the requirements of applicable Federal and Provincial Acts, Regulations, specifically including the Saskatchewan Environmental Regulations, and Codes, Permits and City Bylaws, including Bylaws pertaining to the conduct of business within the City, are complied with during its use or occupancy of the Land. The Applicant agrees that all activities upon the Land shall conform with the Zoning Bylaw except as specifically varied by the terms of this Agreement.
  
9. The parties acknowledge that this Agreement is made pursuant to Section 69 of The Planning and Development Act, 2007. The Applicant agrees that the City will register a caveat against the site to protect its interests in accordance with that section.
  
10. Upon application by the Applicant, Council may:
  - a) vary the Agreement,
  - b) enter into a new Agreement, or
  - c) extend any time limit established in this Agreement according to section 2.1.
  
11. (1) Notwithstanding any other provision of this Agreement, the Applicant may terminate this Agreement at any time upon giving 90 days written notice to the City.
  
- (2) On behalf of the City, the Director of Economic Development and Planning may terminate this Agreement immediately upon notice:
  - (a) if at any time the:
    - i. Indoor/outdoor storage; and
    - ii. A single dwelling unit

on the Land is discontinued for a period of at least six (6) consecutive months;
  - (b) in the event of breach of any term of this Agreement not remedied within 30 days following notice;
  - (c) if the:
    - i.) Indoor/outdoor storage; and
    - ii.) A single dwelling unit

is not operated in compliance with applicable Federal, Provincial laws, regulations and codes, and, subject to the variations provided in this Agreement and City Bylaws.

(d) if the applicant assigns or purports to assign this agreement

12. In the event of termination of this Agreement by any cause:
  - (a) the Contract Zoning of the Land shall cease and the Land shall revert to the same zone designated in the Zoning Bylaw as the real property surrounding the Land at the date of termination, and
  - (b) Upon the zoning reverting pursuant to section 12(a) the Applicant shall ensure that all improvements, structures, equipment, materials, and all other items whatsoever related to the use that are deemed to be not in compliance with the Zone are removed.
13. In the event of termination of this Agreement, neither the City, nor its officials, employees or agents shall be liable to the Applicant for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Land, the Indoor/outdoor storage, or the single dwelling unit and whether claimed by the Applicant or any third party.
14. The Applicant agrees to indemnify and save harmless the City, its officials and employees from and against all claims, demands, actions, causes of action, damages whatsoever arising and costs including solicitor/client and party-and-party costs which may be brought by any person, firm or corporation including the Applicant for any matter, injury, death or loss whatsoever suffered or alleged to be suffered in any manner arising from matters referred to in this Agreement.
15. If the Applicant should fail to perform any provision of this Agreement within 30 days following notice and without prejudice to any other remedy of the City at law, the City Engineer may make good such deficiency in any manner that he may deem necessary, using City forces or otherwise, and the Applicant shall be liable to the City for the costs thereof calculated pursuant to the Custom Work Order Policy payable on demand.
16. (1) In the case of a dispute arising out of the matters referred to in this Agreement, either party hereto shall be entitled to give to the other party notice of request of arbitration, and the matter shall be submitted to arbitration by one arbitrator to be chosen by the parties or in the event that the parties are unable to agree within a date twenty-one (21) days from the notice of request as to the appointment of a single arbitrator, then by three arbitrators. In such case, each of the Parties shall appoint their own arbitrator



within 30 days of the request for arbitration, and the two arbitrators so appointed shall, within 21 days, mutually agree upon a third who shall act as chairperson.

(2) Should a matter be so referred to arbitration, same shall be conducted in accordance with the provisions of The Arbitration Act in effect in Saskatchewan at that time, except as specifically provided herein, and the decision of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties.

(3) In the case of a single arbitrator, each party shall be responsible for payment of one-half of his fees and expenses and in the case of three arbitrators acting, each party shall be responsible for the fees and expenses of its own arbitrator and one-half of the fees and expenses of the third arbitrator. Each of the parties shall be responsible for its own costs of presenting its evidence and arguments to the arbitration proceeding.

(4) In the event that one party fails or refuses to appoint an arbitrator within the time allowed for the party to appoint its own arbitrator, the matter shall be determined by the arbitrator appointed by the other party. In the event that no appointment of the third arbitrator is made within the 21 days referred to in Subsection (l) of this clause, either party may apply to any Judge of the Court of Queen's Bench of Saskatchewan, who shall appoint a person from Prince Albert, Saskatchewan, to act as the third arbitrator.

17. Any rights or remedies provided under this Agreement are cumulative and are in addition to and not in substitution for any right or remedy provided or available at law or in equity. In the event of failure to make any payment arising pursuant to this Agreement within 60 days of the date that same becomes payable, the amount with any interest accrued may, at the option of the Director of Planning and Engineering Services be added to and form part of the taxes of the Land.
18. Excepting as may be specifically provided to the contrary in this Agreement and excepting in respect of amounts being added to taxes (in which event penalties shall apply in the same manner as for taxes), interest shall be payable on any sum owing by one party to the other pursuant to the terms of this Agreement at a rate of 1.5 percent per month, being 19.56 percent per annum, from a date commencing 60 days after the date of invoice until payment is made.
19. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements. All understandings and agreements heretofore had between the parties are merged into this Agreement which

alone fully and completely expresses their legal relationship in respect of the subject matter hereof.

20. No departure or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver and the City shall not be obligated to continue any departure or waiver or permit subsequent departure or waiver. No alteration or modification of any of the provisions of this Agreement shall be binding unless the same be in writing and signed by the parties.
21. Each of the provisions hereof is severable from any other provision, and the invalidity or the unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.
22. Any notice, request or demand herein provided for shall be sufficiently given or made if mailed by ordinary mail in the City of Prince Albert, in the Province of Saskatchewan, postage prepaid, addressed if to the City at:

City Clerk  
The City of Prince Albert  
City Hall  
1084 Central Avenue  
Prince Albert, SK  
S6V 7P3

and if to the Applicant at:

Tim Sharkowski, 101100203 Saskatchewan Ltd  
1160 Cook Drive  
Prince Albert, SK  
S6V 2R6

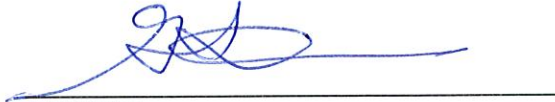
or at its usual place of business in Prince Albert, Saskatchewan. Any notice mailed as aforesaid shall be conclusively deemed to have been given on the second business day following the day on which it was mailed or posted. Either of the parties hereto may at any time give notice in writing to the other of any change of address, and thereafter all notices shall be mailed to the new address so notified.

23. Excepting as provided in this Agreement, the Agreement is not assignable. References to the Applicant includes the Applicants' first successor and pursuant to Section 235 of The Planning and Development Act, 2007 the provisions of this Agreement are enforceable as against the Applicants, any first successor, subsequent owner of the Land or any other party whatsoever.

24. All covenants, provisos, conditions or agreements made by two or more persons shall be construed as several as well as joint.

IN WITNESS WHEREOF The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 27<sup>th</sup> day of June, A.D. 2017.

THE CITY OF PRINCE ALBERT



MAYOR



CITY CLERK

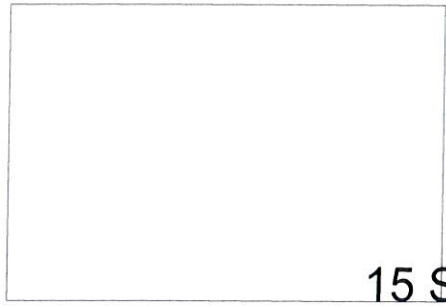
IN WITNESS WHEREOF 101100203 Saskatchewan Ltd. has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 20 day of June, A.D. 2017.



101100203 Saskatchewan Ltd.



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15 Street NW.

CITY LIMITS

CITY LIMITS

4 Avenue NW.

333 15th St NW

Highway 2 →

4 Avenue NW.

14 Street NW.

13 Street NW.

4 Avenue NW.

333- 15th Street N.W.

Subject Property  
outlined by a bold dashed line

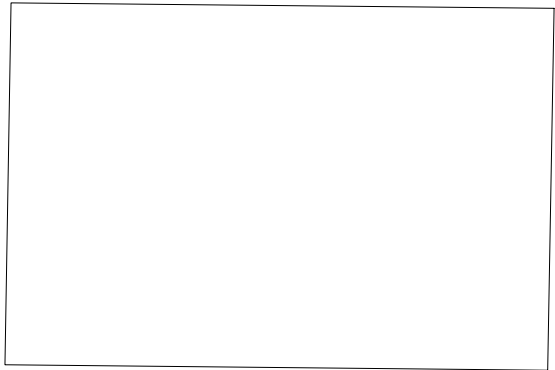
PLANNING & DEVELOPMENT SERVICES

S - Z

S - Z

JM

12/04/2017



15 Street NW.

RM of Buckland



CITY LIMITS

333

1430

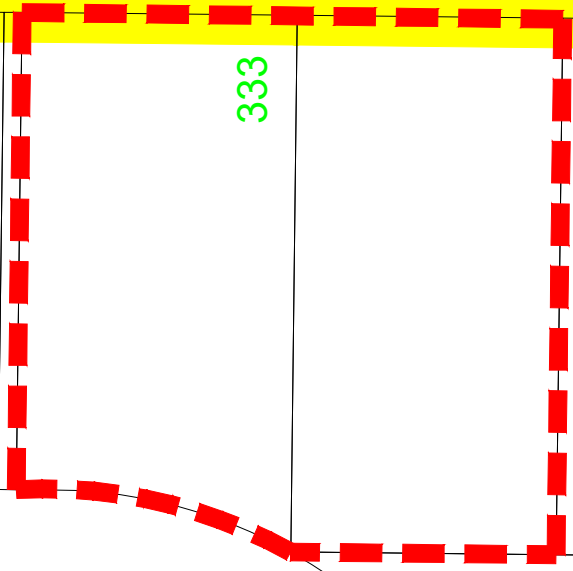
4 Avenue NW.

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1300

1266



PLANNING & DEVELOPMENT SERVICES

JV  
April 4, 2022



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PLANNING & DEVELOPMENT SERVICES

JV

April 5, 2022



**RPT 22-168**

**TITLE:** Assignment of New Home Construction Tax Incentive Agreement – 664 19th Street West

**DATE:** April 12, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That the assignment of the New Home Construction Tax Incentive Agreement for 664 19th Street West, legally described as Lot 23, Block 20, Plan No. 102338197 Ext. 0, from VC Stonework Ltd. to Caroline Barcelona be approved; and,
2. That the Mayor and City Clerk be authorized to execute the amending agreement on behalf of the City, once prepared.

**TOPIC & PURPOSE:**

The purpose of this report is to approve the assignment (transfer) of the New Home Construction Tax Incentive Agreement for 664 19th Street West from the original home owner to the new home owner.

**BACKGROUND:**

The original owner of 664 19th Street West built the house in 2020, and was approved for a New Home Construction Tax Incentive in April 2020, which came into effect on January 1st, 2021. As the house recently sold, the new property owner is requesting to have the tax incentive transferred into their name. Under Section 7.2 of the New Home Construction Tax Incentive Agreement, assignment is permitted with City Council approval.

**PROPOSED APPROACH AND RATIONALE:**

Planning and Development Services is in receipt of correspondence from both the previous and new home owners requesting the assignment of the New Home Construction Tax Incentive Agreement for the property into the new owner's name. With the assignment, the new home owner will receive the balance of the 3 year tax incentive, which will remain in place until December 31st, 2023.

The New Home Construction Tax Incentive Program allows the assignment of the agreement, therefore, Administration recommends that the assignment be approved.

**CONSULTATIONS:**

Administration has consulted with both the previous and new home owner in order to ensure they are aware of the steps involved in processing the assignment of the existing agreement.

The Financial Services Department was also consulted to ensure they were aware that the property owner had changed, and that the previous and current property owners were both requesting the assignment of the tax incentive agreement.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The new home owner will be notified in writing of City Council's decision, and will be provided the assignment agreement for their signing once prepared by the City Solicitor.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no other options to the recommendation, or any policy, privacy or financial implications to consider with this report.

**STRATEGIC PLAN:**

Administration has supported the Core Value of being accountable and transparent by providing accurate and timely information to the current property owner regarding the processes and steps involved in processing the assignment of the existing agreement.

**OFFICIAL COMMUNITY PLAN:**

The Official Community Plan Section 15.5 supported the creation of the New Home Construction Program, as the program provided a consistent tax incentive for the construction of new single-family dwellings throughout the city.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**ATTACHMENTS:**

1. Location Plan
2. Location Plan with Aerial
3. Letter from the Current Property Owner
4. Correspondence from the Previous Property Owner

Written by: Jordan Olmstead, Planner

Approved by: Director of Planning and Development Services & City Manager

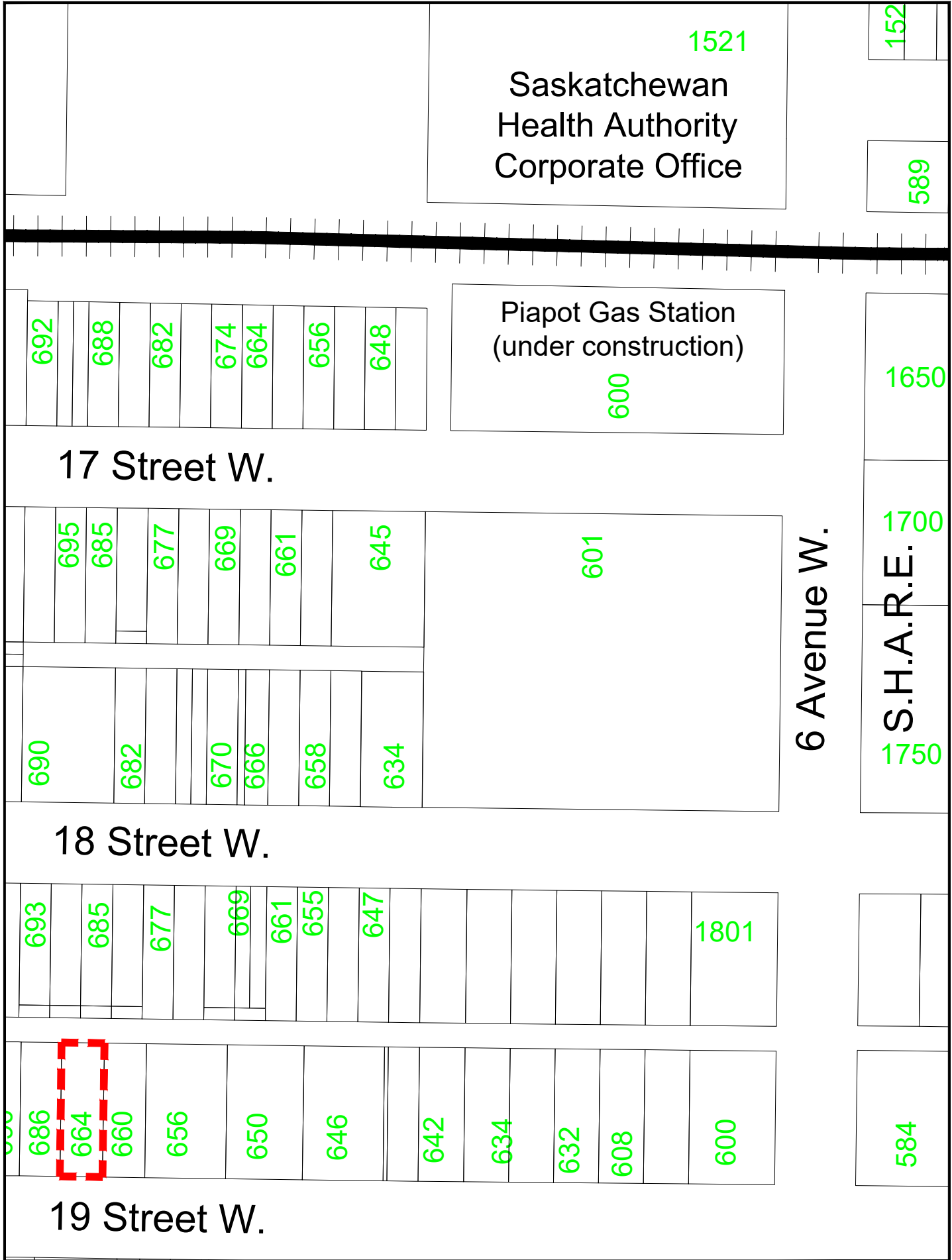


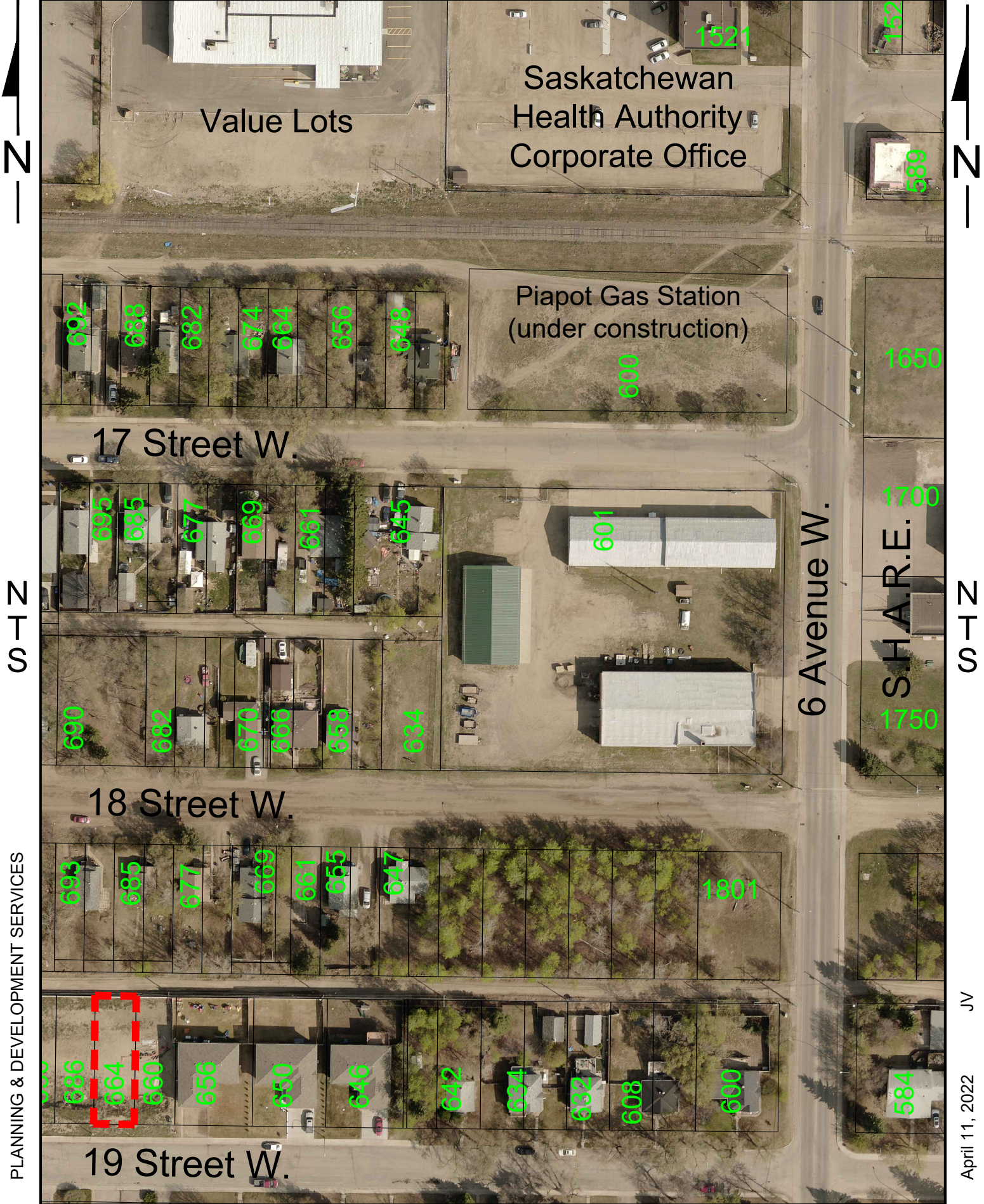


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PLANNING & DEVELOPMENT SERVICES





PLANNING & DEVELOPMENT SERVICES

April 4, 2022

City Council  
Prince Albert, SK  
Canada

Dear Sir/Madam,

My name is Caroline Barcelona, a resident of Prince Albert and a Canadian Citizen. I have recently purchased the property located on 664 19th Street West. I would like to apply to the City Council to have the tax incentive for 664 19th Street West to be transferred to my name.

Respectfully yours,

Caroline Barcelona

## Jorden Olmstead

---

**From:** Vladimir Ciuciu <vcstonework@gmail.com>  
**Sent:** Monday, April 11, 2022 8:29 PM  
**To:** Jorden Olmstead  
**Subject:** Re: Letter to Assign Agreement

Hi Jorden.

Regarding our conversation by phone today April 11 2022

Please find the answer to your request.

VC Stonework LTD build a duplex on 19th St. W with the final inspection completed on 2020

VC Stonework LTD had applied for the 3 years tax exemption and was approved

VC Stonework has sold half of the duplex, which is 664 19th S. W. Prince Albert, and i would like to transfer the tax exemption to the new owner, Barcelona Caroline

Thank you

Vladimir Ciuciu

President

VC STONEWORK LTD

On Mon, Apr 11, 2022 at 9:09 AM Jorden Olmstead <[JOlmstead@citypa.com](mailto:JOlmstead@citypa.com)> wrote:

Good morning Vlad,

I've attached the letter we received to assign a previous agreement.

This can either be through a similar letter, or you can respond to this email with the request to assign the agreement.

Let me know if you have any questions.

Thanks,

**Jorden Olmstead, RPP, MCIP**

Planner

Department of Planning and Development Services

City Hall | 1084 Central Avenue

Prince Albert, SK S6V 7P3

P: 306-953-4362

F: 306-953-4380

E: [jolmstead@citypa.com](mailto:jolmstead@citypa.com)

[Facebook](#) | [Twitter](#)

[citypa.ca](http://citypa.ca)



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**RPT 22-169**

**TITLE:** Results of Tender #2/22 - Disposal of Land located at 418 7th Street East

**DATE:** April 12, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That the vacant lot located at 418 7<sup>th</sup> Street East, legally described as Lot 41, Block 4, Plan 102366659 Ext 0, be listed for sale for \$48,000.00 plus GST; and,
2. That should an offer for the above noted sale price be received, the Mayor and City Clerk be authorized to execute the Sale Agreement and Transfer Authorization, on behalf of the City, once prepared.

**TOPIC & PURPOSE:**

The purpose of this report is to list 418 7<sup>th</sup> Street East for sale at a price of \$48,000.00 plus GST. See attached location plan.

**BACKGROUND:**

Through the *Tax enforcement Act*, the City of Prince Albert acquired the above noted property in March of 2021. At the City Council meeting held on November 29, 2021, the following recommendations were approved (Resolution No. 0455):

1. That the following Tax Title Lands be offered for Public Tender:
  - a. 418 -7<sup>th</sup> Street East, legally described as Lot 41, Block 4, Plan No. 102366659, Extension 0; and,
  - b. 129-23<sup>rd</sup> Street West, legally described as Lot 51, Block N, Plan No. 102366648, Extension 0; and,
2. That upon completion of the public notice and bid process, Administration forward a report to Executive Committee for consideration with a recommendation regarding the results of the bid process and next steps.

On January 4, 2022, the City issued Tender #1/22- Sale of 129 23<sup>rd</sup> Street West. The tender ran for 3 weeks and a single successful Bid Offer was received for \$57,150.00 plus GST. On March 28, 2022 through Resolution No. 0120, City Council approved the sale, at the listed price, to Mr. Glenn Ferguson.

On January 4, 2022, the City also issued Tender #2/22 – sale of 418 7<sup>th</sup> Street East. The tender ran for 3 weeks and no Bid Offers were submitted. See attached.

On February 28, 2022, a receive and file report was submitted to the Executive Committee that detailed the next steps anticipated for the process of selling (all) tax title lands, which, in summary, stated that:

- Administration will continue to report to City council with an initial recommendation to initiate a sale process, to now include a recommendation to proceed with a sale should a successful bid be received: and,
- If the Tender process was unsuccessful, Administration would follow up with a second report recommending next steps for the property, which may include accepting a Bid Offer below the reserve price set or listing the property on the open market.

### **PROPOSED APPROACH AND RATIONALE:**

Because the City did not receive any Bid Offers on the Tender for this property (now satisfying the legal obligation to put the property up for sale by public offering, in accordance with the *Tax Enforcement Act*) and because this property is located in an area where it is anticipated to sell, Administration is recommending that it be listed for sale.

Administration recommends the sale price of \$48,000.00 plus GST as this was the reserve price set for the Tender and it covers all outstanding costs owed to the City. Additionally, in reviewing other land sales in the immediate area, two comparable properties sold at \$28,000 and \$60,750; the price set represents fair market value.

Should a reasonable offer be made on this property below the price established, a further report will be brought to City Council for consideration.

### **CONSULTATIONS:**

Planning and Development Services consulted with the Financial Services Department and the City Solicitor's Office on pricing in order to ensure that our financial and legal obligations regarding the tax title nature of this property were met.

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Administration will add this property and the associated information to the City website.

### **FINANCIAL IMPLICATIONS:**

The above noted purchase price covers the outstanding costs associated with this property and represents a reasonable, fair market price. These costs include: outstanding municipal taxes, outstanding public and separate school taxes, the costs of demolition, asbestos abatement, site clean-up, securing the property, site maintenance and preparing it for sale.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no options to the recommendations, policy or privacy implications to consider with this report.

**STRATEGIC PLAN:**

As the acquisition, management and disposal of tax title lands is heavily regulated and complex, Administration finds success in working collaboratively with other affected departments and agencies, and in an accountable and transparent manner.

**OFFICIAL COMMUNITY PALN:**

Section 14.1 of the Official Community Plan discusses policies, which support the suggested recommendation.

“Goals:

- i. Appropriately balance revenue limitations with expenditures and investments to meet community needs over the long-term.
- ii. Maintain effective management, efficiencies and accountability of the City’s fiscal budgets and operations.”

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24, of 2015 is not required.

**ATTACHMENTS:**

1. Location plan
2. Tender package #2/22

**PRESENTATION:** None

**ATTACHMENTS:**

1. Location Plan
2. Tender Package #2/22

Written by: Leanne Fyrk, Property Coordinator

Approved by: Director of Planning and Development Services & City Manager





S - N

S - N

PLANNING & DEVELOPMENT SERVICES



Tender# 2/22

# Sale of 418 – 7<sup>th</sup> Street East

Bid Offers will be received by the City of Prince Albert, Purchasing Department until **2:30pm, Saskatchewan Time, Tuesday, January 25, 2022.**

City of Prince Albert  
Purchasing Department  
Municipal Service Centre  
11 – 38<sup>th</sup> Street East  
Prince Albert, SK S6W 1A5  
Fax: 306-953-4916  
Email: [purchasing@citypa.com](mailto:purchasing@citypa.com)



City of  
**Prince Albert**



## City of Prince Albert

### Tender# 2/22

## Sale of 418 7<sup>th</sup> Street East

### 1 Instructions to Bidders

---

1. The City is requesting Bid Offers for the following: Sale of 418 7<sup>th</sup> Street East.
2. The Tender will close at **2:30 pm, Saskatchewan Time, Tuesday, January 25, 2022**. Bid Offers will be opened **immediately after 2:30 pm**, at the Municipal Service Centre, Purchasing Department, 11 – 38<sup>th</sup> Street East, Prince Albert, SK, S6W 1A5.
3. Technical questions regarding this Tender should be directed to Leanne Fyrk, Property Coordinator, at 306-953-4377 or by email at [lfyrk@citypa.com](mailto:lfyrk@citypa.com).

All other questions regarding this Tender should be directed to Mike Lytle, Purchasing Manager, at 306-953-4352 or by email at [mlytle@citypa.com](mailto:mlytle@citypa.com).

4. When submitting your Bid Offer, please submit only the Bid Page(s) of the Tender below. We **do not** require that you submit the Original Tender Package. The Bid Offer price must be clearly indicated. ***Bid Offers via Email will be accepted.***

GST Registrants are to provide their GST number as indicated on the *Tender Bid Form*.

The Bid Offer must not be restricted by any statement added to the *Tender Bid Form* or by a covering letter, or by alterations to the *Tender Bid Form* supplied, unless otherwise provided herein. Adjustments to a Bid Offer already submitted will not be considered.

The Bid Offer must be signed in the space provided on the *Tender Bid Form* with the signature of a signing officer of the firm bidding. If a joint Bid Offer is submitted, it must be signed and addressed on behalf of the Bidder.

5. The Bid Offer price provided is to be the total price and shall remain firm during the effective dates of this Tender. All pricing provided is to be quoted in **Canadian Funds**, inclusive of all applicable taxes, duties and fees at the time of closing, where applicable.
6. Bid Offer prices will only be available at the public Tender opening. Requests made for pricing received on previous Tenders **will not** be fulfilled.
7. The City of Prince Albert publishes Tender opportunities on Sasktenders. Once awarded, after the closing date and time, the published opportunity will be updated.

8. The City of Prince Albert reserves the right to accept All or Part of this Tender.
9. The City of Prince Albert reserves the right to cancel any Order or Tender if the goods or services are unsatisfactory.
10. The obligations and rights of Bidders shall be those expressed herein. No terms, either implied or verbally expressed shall affect, restrict or in any way vary the written terms of this invitation to Tender. Not to limit the generality of the foregoing, no terms may be implied by virtue of custom or usage.
11. The rights of the parties shall be governed by and the contractual terms shall be interpreted in accordance with the laws of the Province of Saskatchewan.
12. With respect to Tendering or Bid Offers, Request for Proposals and Multi-year Contracts, in all cases where it does not contravene Federal or Provincial Legislation governing the City, the City reserves the right to refuse any or all Tenders, Bid Offers or Proposals where the City deems it to be in the best interest of the City to do so having regard, but not limited to questions of quality, supply and service, timelines, performance trustworthiness, solvency, monies owing or due to the City and the existence or potential of legal disputes or conflicts with the City of Prince Albert.
13. The City of Prince Albert is governed by *The Cities Act* and designated as a Local Authority pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (LAFOIP). Therefore, all information collected during the Tender process, including executed Contracts and Agreements may be subject to inspection through a Freedom of Information and Access Request in accordance with those regulations.

Section 91(1) (a) of the Cities Act states the following:

**“91(1)** *Any person is entitled at any time during regular business hours to inspect and obtain copies of:*

*(a) Any Contract approved by the Council, any bylaw or resolution and any account paid by the council relating to the City”.*

14. Bid pricing shall be open and irrevocable for forty-five (45) calendar days from the Tender closing time and date.
15. The City reserves the right to give preference to the Bidder whose Bid Offer includes any material, specifications or methods of execution that are deemed by the City to be superior to those of any other Bidder.
16. The successful Bidder must be able to meet and prove the following qualifications (where applicable):
  - Verification of Financing.
17. Any Bid Offer submitted is not necessarily accepted.
18. The Bid Offer price **must** be extended (to include all applicable taxes, etc.) and totalled accordingly.

19. The City's determination of the successful Bid Offer shall be final.
20. The conditions outlined herein shall be part of the Tender.
21. Should a dispute arise from the Terms and Conditions of this Tender regarding meaning, intent or ambiguity, the decision of the City of Prince Albert shall be final.

## **2 Tender Process**

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1. Tenders received by the Purchasing Department **after 2:30pm, Saskatchewan Time, Tuesday, January 25, 2022** will not be considered.
2. Upon closing, the City of Prince Albert will review all Tenders for completeness and compliance with the requirements of this Tender.
3. The City of Prince Albert reserves the right to accept or reject any of the Bid Offers received.
4. The City of Prince Albert reserves the right to terminate the process without notice. Only those who have made a Bid Offer prior to closing will be contacted and informed.

## **3 Schedule**

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**Tender Release Date: Tuesday, January 4, 2022.**  
**Tender Closing Date: Tuesday, January 25, 2022.**  
**Award of Agreement: Thursday, January 27, 2022.**

## 4 Project Goal | Requirements

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### 4.1 Project Goal

1. The goal of this Tender is to sell the above noted residential parcel for immediate development.
2. Property Information:
  - a.) Legal Description: Lot 41, Block 4, Plan 102366659 Ext 0.
  - b.) Lot size: approximately 37.5 ft. x 125.5 ft.
  - c.) Access: paved Street with back alley access.
  - d.) Municipal Services: water 12 mm, sanitary sewer 100 mm.
  - e.) Zone: R4 – High Density Residential Zoning District. The purpose of this zone is to provide the full continuum of residential development options that allows for limited, complementary residential uses.
  - f.) The condition of the property being sold is “as is” and “where is”, The City makes no warranties or guarantees to the condition of the property.

See attached for an aerial photo of the property.

### 4.2 Project Requirements

1. The successful Bidder shall immediately enter into a sale agreement, to include a one (1) year build commitment. A sample agreement is attached for reference only. The sample does not reflect offered or finalized items.
2. Full payment (plus GST) is required at the time of signing the sale agreement. If the Bidder is a GST Registrant, they are required to provide their GST number at the time of signing the sale agreement. If applicable, each GST registrant will submit on their own behalf.
3. The successful Bidder is required to pay all 2022 prorated city taxes, which are to be calculated on closing date of sale.
4. The city will prepare and provide a Transfer Authorization once all sale conditions have been met.



**City of Prince Albert  
Tender Bid Form**

**Tender# 2/22**

**Description: Sale of Tax Title Land: 418-7<sup>th</sup> Street East**

Tenders will be received until **2:30pm, Saskatchewan Time, Tuesday, January 25, 2022**, as to contents at the Purchasing Department.

Date: **January 4, 2022**

From: Mike Lytle, Purchasing Manager

City of Prince Albert  
Purchasing Department  
Municipal Service Centre  
11 – 38<sup>th</sup> Street East  
Prince Albert, SK S6W 1A5  
Phone: 306-953-4352  
Fax: 306-953-4916  
Email: **purchasing@citypa.com**

Description	Total Price
<b>BID OFFER for the purchase of 418 – 7th Street East (reserve sale price set at \$48,000.00 plus GST)</b>	\$ _____

Bidder GST Registrant # \_\_\_\_\_

Sub-Total  
GST (5%)

**Note: Tenders via Email or Fax will be accepted.**

**Grand Total**

**Conditions of the Tender:**

- ◆ Successful purchaser will be required to enter into a Sale Agreement along with full payment, and prorated property taxes.
- ◆ Transfer Authorization will be provided once prepared and sale conditions are met.
- ◆ The City of Prince Albert reserves the right to accept or reject any or all of the Bid Offers received.
- ◆ Prorated taxes will be calculated upon closing date of sale.
- ◆ Sold “as is” and “where is” The City makes no warranties or guarantees to the condition of the property and/or building.
- ◆ The City of Prince Albert reserves the right to terminate the Tender process without notice.

Full Name of Company (please print)

Address

City

Province

Postal Code

Name and Title (please print)

Signature of Authorized Officer

Date: (mm/dd/year)

Phone

Email



**RPT 22-170**

**TITLE:** Bylaw No. 12 of 2022 - Rezoning Land - FUD - Future Urban Development to C4 Highway Commercial and P - Park & M3 - Large Lot Light Industrial to C4 - Highway Commercial

**DATE:** **April 12, 2022**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That Bylaw No. 12 of 2022 be given 1<sup>st</sup> reading; and
2. That Administration be authorized to provide public notice for the public hearing.

**TOPIC & PURPOSE:**

The purpose of this report is to approve Bylaw No. 12 of 2022, which is a Zoning Bylaw amendment to rezone land within and surrounding the Signature Development land, "The Yard", to the C4 – Highway Commercial and P – Park zoning districts.

**BACKGROUND:**

On September 7, 2021, City Council approved the subdivision of land for the Signature Development Corporation project. City Council Resolution No. 0349 dated September 7, 2021:

1. *That the Servicing Agreement between The City and Signature Developments for the Parcels, legally described as Parcel 52, Plan No. 101817165; Parcel 45, Plan No. AK2420; Parcel 44, Plan No. AK2420 and Parcel 49, Plan No. 101816939, be approved, which may include further amendments as directed by the City Solicitor;*
2. *That the City Manager be authorized to approve further Site Plans, and Engineering Details and Drawings in consultation with Administration;*
3. *That the Subdivision of the subject lands legally described as Parcel 52, Plan No. 101817165; Parcel 45, Plan No. AK2420; Parcel 44, Plan No. AK2420 and Parcel 49,*



*Plan No. 101816939, for commercial development, be approved; and,*

4. *That the Mayor and City Clerk be authorized to execute the Servicing Agreement and final Subdivision Plan on behalf of The City, once prepared.*

#### **PROPOSED APPROACH AND RATIONALE:**

Now that the land has been subdivided to create developable lots, rezoning the land from the current FUD – Future Urban Development zoning district to zoning districts that will allow for development of the land is necessary.

The proposed C4 – Highway Commercial zoning district designation for Parcels PAE, 1, 2, 2A & 3 will allow for a multitude of commercial uses including, but not limited to, Retail Stores, Offices, Restaurants, Hotels, and Athletic and Recreational Facilities.

The proposed P – Park zoning district accommodates the use of the municipal reserve land (Parcels MR1 & MR2) as a buffer between The Yard District and any future development that may occur to the northeast. In addition to passive landscaping like grass and trees, a future pedestrian trail is proposed to be located within the municipal reserve land that runs from the northwest corner of the City's property to the southeast corner of The Yard District.

Administration is also recommending to rezone the existing A&W property located on Lot 1, Block 44, Plan 00PA05141 to C4 – Highway Commercial zoning district. By rezoning the A&W property to C4, it will create a more consistent and continuous Highway Commercial corridor along 6<sup>th</sup> Avenue East, as identified in the City of Prince Albert Official Community Plan.

As the proposed rezoning conforms to the regulations contained in both the Zoning Bylaw and the Official Community Plan, Administration recommends that this bylaw be approved.

#### **CONSULTATIONS:**

The proposed Zoning Bylaw Amendment has been reviewed by Public Works, Community Services, Assessment, Fire & Emergency Services, and Planning and Development Services. No concerns were raised.

Planning and Development Services also consulted with all of the property owners whose land is proposed to be rezoned and no objections have been raised.

#### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Subject to completion of the public notice and approval of 2<sup>nd</sup> and 3<sup>rd</sup> reading of Bylaw No. 12 of 2022, the affected property owners will be notified in writing of City Council's decision. The Zoning Bylaw and City website will be updated accordingly.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no options to recommendations or any other policy, financial or privacy implications to consider with this report.

**STRATEGIC PLAN:**

Throughout the review of this subdivision, Administration relied on one of the City's core values, to be accountable and transparent, in order to ensure that all the relevant information and facts were presented to all parties involved in a timely and accurate manner.

**OFFICIAL COMMUNITY PLAN:**

Schedule 16.1.1 of The City of Prince Albert's Official Community Plan identifies the subject property as Highway Commercial land. As per Section 6.5.4, the purpose of Highway Commercial land is to:

*“provide for regional retail and service commercial services with convenient, controlled access parking and without increasing traffic burdens upon the adjacent streets and highways”.*

The proposed rezoning will zone the land for future development as identified by the Official Community Plan. The land use conforms to the above purpose as the intention is to develop the area into an entertainment and commercial service hub.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

Upon approval of 1<sup>st</sup> reading of this bylaw, Administration will proceed with issuing public notice regarding the public hearing in the Prince Albert Daily Herald, as well as posting the public notice on the City's website and on the bulletin board at City Hall in accordance with the Public Notice Bylaw.

**ATTACHMENTS:**

1. Bylaw No. 12 of 2022
2. Location Plan (showing current Zoning Districts)
3. Location Plan (showing zoning changes)
4. Public Notice

Written by: Jonathon Vis, Planning Technician

Approved by: Director of Planning and Development Services & City Manager

# CITY OF PRINCE ALBERT BYLAW NO. 12 OF 2022

*A Bylaw of The City of Prince Albert to amend  
the Zoning Bylaw, being Bylaw No. 1 of 2019*

**WHEREAS** it is desirable to amend the City of Prince Albert Zoning Bylaw No. 1 of 2019;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PRINCE ALBERT IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. The City of Prince Albert Zoning District Map, being "Appendix B" Zoning Map and Amendments is hereby amended as follows:

Parcel PAE, Plan 102375446 Extension 0;  
Parcel 1, Plan 102375446 Extension 0;  
Parcel 2, Plan 102382040 Extension 0;  
Parcel 2A, Plan 102382040 Extension 0; and  
Parcel 3, Plan 102382040 Extension 0;  
Prince Albert, Saskatchewan

Shall be rezoned from FUD – Future Urban Development to C4 – Highway Commercial;

Lot 1, Block 44, Plan 00PA05141 Extension 0  
Prince Albert, Saskatchewan

Shall be rezoned from M3 – Large Lot Light Industrial to C4 – Highway Commercial; and,

Parcel MR1, Plan 102375446 Extension 0; and  
Parcel MR2, Plan 102375446 Extension 0  
Prince Albert, Saskatchewan

Shall be rezoned from FUD – Future Urban Development to P – Park.

2. This Bylaw shall come into force and take effect on, from and after the final passing thereof.

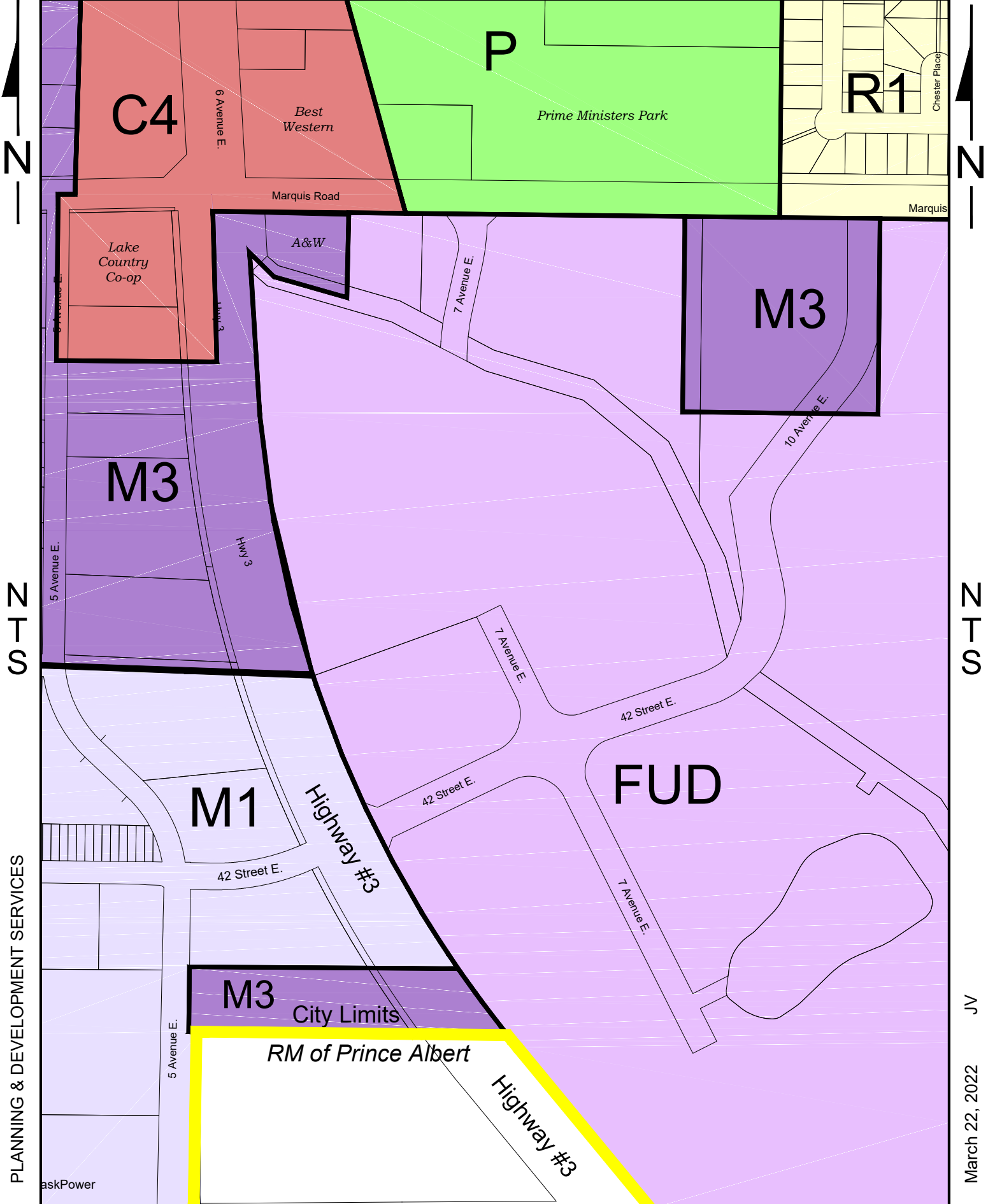
INTRODUCED AND READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2022.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2022.

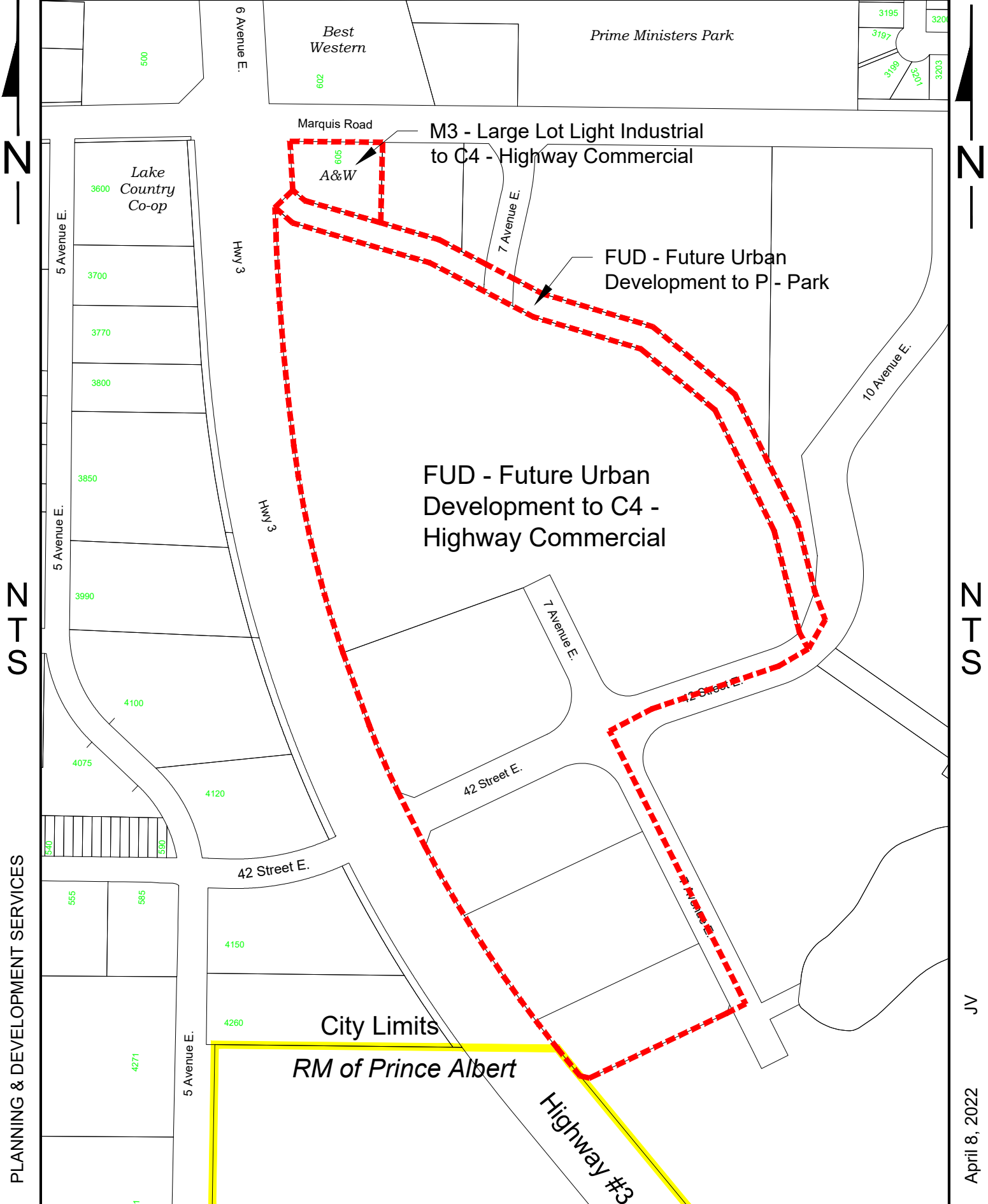
READ A THIRD TIME AND PASSED \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2022.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



PLANNING & DEVELOPMENT SERVICES



S - N

S - N

PLANNING & DEVELOPMENT SERVICES

JV

April 8, 2022



# CITY OF PRINCE ALBERT PUBLIC NOTICE

## ZONING BYLAW AMENDMENT – BYLAW NO. 12 OF 2022

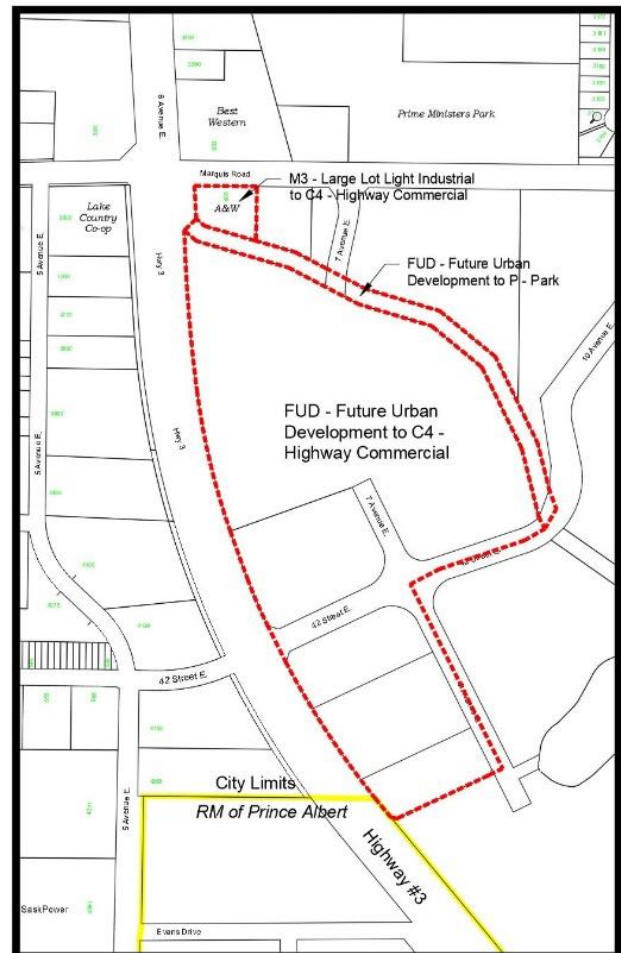
Public Notice is hereby given that the Council of the City of Prince Albert intends to consider Bylaw No. 12 of 2022 to amend Bylaw No. 1 of 2019, known as the City of Prince Albert Zoning Bylaw.

**Reason for the Amendment:** At the City Council meeting held April 25<sup>th</sup>, 2022, first reading of Bylaw No. 12 of 2022 was given and Administration was authorized to provide Public Notification for a Public Hearing. In order to accommodate the future development of the area, Bylaw No. 12 of 2022 proposes to rezone the land legally described as:

- Parcels PAE and 1, Plan 102375446, and Parcels 2, 2A and 3, Plan 102382040 from the FUD – Future Urban Development Zoning District to the C4 – Highway Commercial Zoning District;
- Lot 1, Block 44, Plan 00PA05141 from the M3 – Large Lot Light Industrial Zoning District to the C4 – Highway Commercial Zoning District; and
- Parcels MR1 and MR2, Plan 102375446 from the FUD – Future Urban Development Zoning District to the P – Park Zoning District.

The subject land is shown by the red dashed line to the right.

Therefore, City Council, at its meeting to be held on Monday, May 16<sup>th</sup>, 2022, at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above bylaw. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Tuesday, May 10<sup>th</sup>, 2022. In accordance with City Council's Procedure Bylaw No. 26 of 2014, any written submissions must be provided to the City Clerk. Verbal submissions shall be heard during the Public Hearing portion of the meeting.



**INFORMATION** – Information regarding the proposed amendment may be directed to the following without charge

**Planning and Development Services**  
City Hall, 1084 Central Avenue  
Prince Albert SK, S6V 7P3  
8:00 am to 4:45 pm – Monday to Friday (except holidays)  
Phone 306-953-4370

Issued at the City of Prince Albert, this May 5<sup>th</sup>, 2022  
Terri Mercier, Acting City Clerk



**TITLE:** Bylaw No. 13 of 2022 – Zoning Bylaw Review and Amendments

**DATE:** April 14, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

1. That Bylaw No. 13 of 2022 be given first reading; and,
2. That Administration be authorized to provide public notice for the public hearing.

**TOPIC & PURPOSE:**

The purpose of this report is to consider Bylaw No. 13 of 2022, which proposes a number of amendments to *The City of Prince Albert Zoning Bylaw No. 1 of 2019*.

**BACKGROUND:**

*The City of Prince Albert Zoning Bylaw No. 1 of 2019* was adopted on February 25th, 2019. Since then, a number of amendments have been made to ensure the Zoning Bylaw functions as intended, from typographical changes to clarifying language and correcting errors, including a larger housekeeping amendment adopted on October 13th, 2020 (Bylaw No. 16 of 2020) that was similar in nature to this one.

**PROPOSED APPROACH AND RATIONALE:**

As Administration applies the Zoning Bylaw through the review of Development Permits and day-to-day operations, issues and inefficiencies are flagged and addressed through an amending bylaw. Bylaw No. 13 of 2022 proposes a number of amendments that are intended to address inconsistent wording, unclear language and the alignment of regulations with current, best practices. The majority of the proposed changes are minor in nature, and an explanation of the more significant changes is attached (see attached Zoning Bylaw Amendment Rationale).

**CONSULTATIONS:**

This Zoning Bylaw amendment was drafted in consultation with the Building Division.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Upon approval of this bylaw amendment, the Zoning Bylaw and City website will be updated accordingly.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no other options to the recommendation or any policy, financial or privacy implications to consider with this report.

**STRATEGIC PLAN:**

In keeping with the City's mission statement, that we will enhance quality of life through excellence of service, it is important that we continue to review and edit our policies, procedures, and bylaws, in order to ensure they function properly and allow us the ability to provide the highest level of service to the public.

**OFFICIAL COMMUNITY PLAN:**

The Zoning Bylaw plays a significant role in implementing the goals and policy statements contained in the Official Community Plan (OCP) as it is the primary instrument used to do so. Therefore, in order to ensure that the OCP is implemented to its fullest extent through the Zoning Bylaw, updating it as needed is essential.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

Upon approval of 1st reading of this bylaw, Administration will proceed with issuing the following public notice to include:

- Including public notice in an issue of the Prince Albert Daily Herald,
- Posting the public notice on the City's website, and
- Posting the public notice on the bulletin board at City Hall.

**ATTACHMENTS:**

1. Bylaw No. 13 or 2022
2. Zoning Bylaw Amendment Rationale



Written by: Jordan Olmstead, Planner

Approved by: Director of Planning and Development Services & City Manager

# CITY OF PRINCE ALBERT BYLAW NO. 13 OF 2022

*A Bylaw of The City of Prince Albert to amend  
the Zoning Bylaw, being Bylaw No. 1 of 2019*

**WHEREAS** it is desirable to amend the City of Prince Albert Zoning Bylaw No. 1 of 2019;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PRINCE ALBERT IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. That Bylaw No. 1 of 2019 be amended in the manner hereinafter set forth:
  - a. By deleting Subsection 3.4.3 in its entirety; and,
  - b. Replace with the following Subsection 3.4.3:

“3. The construction of an Accessory Building up to 10 square metres in area, or the placement of Shipping Containers in accordance with Section 4.2 of this Bylaw;”
  - c. By deleting Subsection 4.8.1 in its entirety; and,
  - d. Replace with the following Subsection 4.8.1:

“1. Notwithstanding any other provisions of this Bylaw and in conjunction with an approved use in the Commercial or Industrial Zoning Districts, the storage and maintenance of goods and equipment shall be permitted within the side or rear yard of a site. At the discretion of the approving authority, the portions of the site used for outdoor storage may be required to be visually screened from public view.”
  - e. By deleting Subsection 4.17 in its entirety; and,
  - f. Replace with the following Subsection 4.17:

**“4.17 Sidewalk Cafes and Patios**

    1. At the discretion of the Development Officer:
      - a) Sidewalk Cafes and Patios may be permitted as an accessory use to an approved food or beverage related use;
      - b) Sidewalk Cafes and Patios may be located within the front, side or rear yard setback; and
      - c) A site plan may be required that shows the placement of seating, tables, garbage facilities and other related items.”

- g. By adding the following to Subsection 6.1.9:  
  - “c) A Secondary Suite may contain up to two bedrooms.”
- h. By deleting the table in Subsection 6.2.2 in its entirety; and,
- i. Replace the table as outlined in the attached “Subsection 6.2.2”.
- j. By deleting the table in Subsection 6.3.2 in its entirety; and,
- k. Replace the table as outlined in the attached “Subsection 6.3.2”.
- l. By deleting the table in Subsection 6.4.2 in its entirety; and,
- m. Replace the table as outlined in the attached “Subsection 6.4.2”.
- n. By deleting Subsection 6.5.1 in its entirety; and,
- o. Replace with the following Subsection 6.5.1:  
  - “1. Purpose  

The purpose of the R4 – High Density Residential Zoning District is to provide the full continuum of residential development options that allows for limited, complementary uses. With no maximum density, this zoning district is best located along arterial and collector streets or immediately adjacent to commercial nodes or centres, and provides the highest level of access to park space and commercial services through multiple modes of transportation.”
- p. By deleting the table in Subsection 6.5.2 in its entirety; and,
- q. Replace the table as outlined in the attached “Subsection 6.5.2”.
- r. By deleting the table in Subsection 6.6.2 in its entirety; and,
- s. Replace the table as outlined in the attached “Subsection 6.6.2”.
- t. By deleting the table in Subsection 6.7.2 in its entirety; and,
- u. Replace the table as outlined in the attached “Subsection 6.7.2”.
- v. By deleting Subsection 7.1.14(b) in its entirety; and,
- w. Replace with the following Subsection 7.1.14(b):  
  - “b) A Liquor Store shall not be located within 500 metres of any other Liquor Store, provided that this restriction shall not apply to sites with lawfully operating Liquor Stores prior to September 30<sup>th</sup>, 2019.”
- x. By deleting the table in Subsection 7.2.2 in its entirety; and,
- y. Replace the table as outlined in the attached “Subsection 7.2.2”.
- z. By deleting the table in Subsection 7.3.2 in its entirety; and,

- aa. Replace the table as outlined in the attached “Subsection 7.3.2”.
- bb. By deleting the table in Subsection 7.4.2 in its entirety; and,
- cc. Replace the table as outlined in the attached “Subsection 7.4.2”.
- dd. By deleting the table in Subsection 7.5.2 in its entirety; and,
- ee. Replace the table as outlined in the attached “Subsection 7.5.2”.
- ff. By deleting the table in Subsection 7.6.2 in its entirety; and,
- gg. Replace the table as outlined in the attached “Subsection 7.6.2”.
- hh. By deleting the table in Subsection 7.7.2 in its entirety; and,
- ii. Replace the table as outlined in the attached “Subsection 7.7.2”.
- jj. By deleting Subsection 8.1.6 b) in its entirety; and,
- kk. Replace with the following Subsection 8.1.6 b):
  - “b) Notwithstanding Section 8.1.6(a) of this Bylaw, at the discretion of the Approving Authority, sites located in the M1 – Heavy Industrial Zoning District that are developed to the Service Level 2 or 3 standard in accordance with the OCP may not be required to provide on-site landscaping. When local improvements occur that increase the Service Level to 1, Section 8.1.6(a) shall apply.”
- ll. By deleting Subsection 8.1.6 c) in its entirety; and,
- mm. Replace with the following Subsection 8.1.6 c):
  - “c) At the discretion of the Approving Authority, where all required site elements cannot be reasonably accommodated, and where a City boulevard fronts or flanks a site, the required landscaping may be reduced by a distance equal to the width of the boulevard as measured from the property line to the established curb face, in accordance with the following:
    - i) No future right-of-way widening be shall planned for the adjacent roadway; and,
    - ii) The applicant entering into a Landscape Agreement with the City.”
- nn. By deleting the table in Subsection 8.2.2 in its entirety; and,
- oo. Replace the table as outlined in the attached “Subsection 8.2.2”.
- pp. By deleting the table in Subsection 8.3.2 in its entirety; and,
- qq. Replace the table as outlined in the attached “Subsection 8.3.2”.
- rr. By deleting the table in Subsection 8.4.2 in its entirety; and,
- ss. Replace the table as outlined in the attached “Subsection 8.4.2”.

- tt. By deleting the table in Subsection 8.5.2 in its entirety; and,
- uu. Replace the table as outlined in the attached "Subsection 8.5.2".
- vv. By deleting the table in Subsection 9.2.2 in its entirety; and,
- ww. Replace the table as outlined in the attached "Subsection 9.2.2".
- xx. By deleting the table in Subsection 9.3.2 in its entirety; and,
- yy. Replace the table as outlined in the attached "Subsection 9.3.2".
- zz. By deleting the table in Subsection 10.2.2 in its entirety; and,
- aaa. Replace the table as outlined in the attached "Subsection 10.2.2".
- bbb. By deleting the table in Subsection 10.3.2 in its entirety; and,
- ccc. Replace the table as outlined in the attached "Subsection 10.3.2".
- ddd. By deleting the table in Subsection 10.4.2 in its entirety; and,
- eee. Replace the table as outlined in the attached "Subsection 10.4.2".
- fff. By deleting the table in Subsection 10.5.2 in its entirety; and,
- ggg. Replace the table as outlined in the attached "Subsection 10.5.2".
- hhh. By deleting the table in Subsection 10.6.2 in its entirety; and,
- iii. Replace the table as outlined in the attached "Subsection 10.6.2".
- jjj. By deleting Subsection 13.1.3 b) i) in its entirety; and,
- kkk. Replace with the following Subsection 13.1.3 b) i):
  - "i) Freestanding signs with a height of 3 metres from grade or more, or an area of 4.64 square metres or more;"
- lll. By deleting Subsection 13.6.1 in its entirety; and,
- mmm. Replace with the following Subsection 13.6.1:
  - 1. One (1) feature sign per site may be permitted:
    - a) In a Commercial, Industrial, Institutional or Special Zoning District,
    - b) On a site with an approved Residential Care Facility, or
    - c) In a Residential Zoning District:
      - i) At the entrance to a developed, residential subdivision,
      - ii) For a Multi-Unit Dwelling having six (6) or more units,
      - iii) For a Dwelling Group having six (6) or more units, or

iv) For a Multi-Unit High Rise Dwelling.

nnn. Delete the definition of “health club” in its entirety; and,

ooo. Replace with the following definition for “health club”:

**“health club**

means the use of a building, or a portion thereof, for the provision of active recreation or physical training space, which may include one or both of the following:

- a) activities such as aerobic exercise, walking, running, the use of exercise equipment, game courts or other similar activities; or
- b) classes to train participants in a specific sport or discipline, including karate, dance, yoga, or another similar activity;”

ppp. By adding the following definition for “mobile home”:

**“mobile home**

means a dwelling unit that conforms to Canadian Standards Association’s (CSA) Standard No. Z240 for mobile homes or to such standards as may have been defined by the CSA for mobile homes at any time subsequent to the definition of the standard set out as Z240.”

qqq. Delete the definition of “one unit dwelling” in its entirety; and,

rrr. Replace with the following definition for “one unit dwelling”:

**“one unit dwelling**

means a detached building containing a single dwelling unit, which shall not include mobile homes;”

sss. Include the following definition for “parks and playgrounds”:

**“parks and playgrounds**

means the use of land, or portion thereof, for active or passive public recreation and that may include the use of natural or artificial landscaping, playing fields and any associated buildings or structures;”

ttt. Delete the definition of “private school” in its entirety; and,

uuu. Replace with the following definition for “private school”:

**“private school**

means the use of land, a building, or a portion thereof, which meets provincial requirements, but does not secure the majority of its funding from taxation or any government agency, for elementary, secondary, post-secondary or other forms of education and training. This may include vocational and commercial schools, or other similar schools;”

vvv. Delete the definition of “secondary suite” in its entirety; and,

www. Replace with the following definition for “secondary suite”:

**“secondary suite**

means a self-contained dwelling unit that is accessory to and located within a one unit dwelling or subdivided, two unit dwelling. The exterior of a one unit dwelling or subdivided, two unit dwelling containing a secondary suite is expected to be developed in a manner that is typical to the principle building type, ensuring it does not appear to be, or function like, a multi-unit dwelling;

xxx. Delete the definition of “social club” in its entirety; and,

yyy. Replace with the following definition for “social club”:

**“social club**

means the use of a building, or a portion thereof, by members of a group, club or organization to participate in passive recreational, social or cultural activities, which may include rooms to hold meetings, events and classes, or provide space for the consumption of food and alcohol, but does not provide for uses that would be considered a health club;”

2. This Bylaw shall come into force and take effect on, from and after the final passing thereof.

INTRODUCED AND READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20 .

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20 .

READ A THIRD TIME AND PASSED \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20 .

\_\_\_\_\_

MAYOR

\_\_\_\_\_

CITY CLERK

## Subsection 6.2.2

<b>R1 – LARGE LOT RESIDENTIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>4</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	450	14.5	-	-	-	3	- <sup>2</sup>	-	-	-	-
Bed & Breakfast Home	450	14.5	6	1.2	6	10.7	50	-	4	-	-
Community Garden	450	14.5	6	1.2	6	-	-	-	-	-	-
Family Child Care Home	450	14.5	6	1.2	6	10.7	50	-	13	-	-
Group Family Child Care Home	450	14.5	6	1.2	6	10.7	50	-	13	-	-
Home Based Business	450	14.5	6	1.2	6	10.7	50	-	2	-	-
One Unit Dwelling	450	14.5	6	1.2	6	10.7	50	-	2	-	-
Private Care Home	450	14.5	6	1.2	6	10.7	50	-	2	-	-
Private Day Care Home	450	14.5	6	1.2	6	10.7	50	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Development Officer</b>											
Dwelling Group	450	14.5	6	6	6	10.7	-	35	3	20	-
<b>Discretionary Uses – Council</b>											
Child Care Centre	450	14.5	6	1.2	6	10.7	50	-	13	-	-
Custodial Care Facility	450	14.5	6	1.2	6	10.7	50	-	5	-	-
Excavating, Stripping and Grading <sup>3</sup>	450	14.5	-	-	-	-	-	-	-	-	-
Place of Worship	450	14.5	6	1.2	6	10.7	50	-	9	-	-



## R1 – LARGE LOT RESIDENTIAL

	Minimum Development Standards								Parking Standards <sup>4</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Protective & Emergency Services	450	14.5	6	1.2	6	10.7	50	-	6	-	-
Residential Care Facility	450	14.5	6	3	6	10.7	50	-	5	-	-
Residential Care Home	450	14.5	6	1.2	6	10.7	50	-	5	-	-
Residential Day Care Facility	450	14.5	6	1.2	6	10.7	50	-	19	-	-
Residential Day Care Home	450	14.5	6	1.2	6	10.7	50	-	13	-	-

**Notes on Development Standards for the table above (R1 – Large Lot Residential):**

- 1 The regulations in Section 4.2 and Section 6.1.1 of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and Section 6.1.17 of this Bylaw shall apply.

### Subsection 6.3.2

<b>R2 – SMALL LOT RESIDENTIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>4</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>6</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	303.5	10	-	-	-	3	- <sup>2</sup>	-	-	-	-
Bed & Breakfast Home	303.5	10	6	1.2	6	10.7	60	-	4	-	-
Community Garden	303.5	10	6	1.2	6	-	-	-	-	-	-
Family Child Care Home	303.5	10	6	1.2	6	10.7	60	-	13	-	-
Group Family Child Care Home	303.5	10	6	1.2	6	10.7	60	-	13	-	-
Home Based Business	303.5	10	6	1.2	6	10.7	60	-	2	-	-
One Unit Dwelling	303.5	10	6	1.2	6	10.7	60	-	2	-	-
Private Care Home	303.5	10	6	1.2	6	10.7	60	-	2	-	-
Private Day Care Home	303.5	10	6	1.2	6	10.7	60	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Two Unit Dwelling <sup>5</sup>	450	14	6	1.2	6	10.7	50	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Development Officer</b>											
Dwelling Group	303.5	10	6	6	6	10.7	-	35	3	20	-
<b>Discretionary Uses – Council</b>											
Child Care Centre	303.5	10	6	1.2	6	10.7	60	-	13	-	-
Custodial Care Facility	303.5	10	6	1.2	6	10.7	60	-	5	-	-

## R2 – SMALL LOT RESIDENTIAL

	Minimum Development Standards								Parking Standards <sup>4</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>6</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Excavating, Stripping and Grading <sup>3</sup>	303.5	10	-	-	-	-	-	-	-	-	-
Multi-Unit Dwelling	303.5	10	6	3	6	10.7	-	35	3	20	1
Place of Worship	303.5	10	6	1.2	6	10.7	60	-	9	-	-
Protective & Emergency Services	303.5	10	6	1.2	6	10.7	60	-	6	-	-
Residential Care Facility	303.5	10	6	3	6	10.7	60	-	5	-	-
Residential Care Home	303.5	10	6	1.2	6	10.7	60	-	5	-	-
Residential Day Care Facility	303.5	10	6	1.2	6	10.7	60	-	19	-	-
Residential Day Care Home	303.5	10	6	1.2	6	10.7	60	-	13	-	-

### Notes on Development Standards for the table above (R2 – Small Lot Residential):

- 1 The regulations in Section 4.2 and Section 6.1.1 of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 Two Unit Dwellings that are subdivided along the common wall shall have a minimum lot width of 7 metres and a minimum lot area of 200 square metres.
- 6 The regulations in Section 4.6 and Section 6.1.17 of this Bylaw shall apply.

### Subsection 6.4.2

<b>R3 – MEDIUM DENSITY RESIDENTIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard <sup>5</sup> (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>7</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	303.5	10	-	-	-	3	- <sup>2</sup>	-	-	-	-
Bed & Breakfast Home	303.5	10	6	1.2	6	10.7	50	-	4	-	-
Community Garden	303.5	10	6	1.2	6	-	-	-	-	-	-
Family Child Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Group Family Child Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Home Based Business	303.5	10	6	1.2	6	10.7	50	-	2	-	-
One Unit Dwelling	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Private Care Home	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Private Day Care Home	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Two Unit Dwelling <sup>6</sup>	450	14	6	1.2	6	10.7	50	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Development Officer</b>											
Boarding House	303.5	10	6	1.2	6	10.7	50	-	4	-	-
Dwelling Group	303.5	10	6	6	6	10.7	-	35	3	20	-
Multi-Unit Dwelling	303.5	10	6	- <sup>8</sup>	6	10.7	-	35	3	20	1

### R3 – MEDIUM DENSITY RESIDENTIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard <sup>5</sup> (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>7</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Discretionary Uses – Council</b>											
Child Care Centre	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Custodial Care Facility	303.5	10	6	1.2	6	10.7	50	-	5	-	-
Excavating, Stripping and Grading <sup>4</sup>	303.5	10	-	-	-	-	-	-	-	-	-
Place of Worship	303.5	10	6	2	6	10.7	50	-	9	-	-
Protective & Emergency Services	303.5	10	6	2	6	10.7	50	-	6	-	-
Residential Care Facility	303.5	10	6	3	6	10.7	50	-	5	-	-
Residential Care Home	303.5	10	6	1.2	6	10.7	50	-	5	-	-
Residential Day Care Facility	303.5	10	6	2	6	10.7	50	-	19	-	-
Residential Day Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-

**Notes on Development Standards for the table above (R3 – Medium Density Residential):**

- 1 The regulations in Section 4.2 and Section 6.1.1 of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.15 of this Bylaw shall apply.
- 5 A minimum front yard setback of 6 metres; except for the area legally described as Lots 15 and 16, Block 2, Plan 99PA10819 where the minimum front yard setback shall be 4 metres.
- 6 Two Unit Dwellings that are subdivided along the common wall shall have a minimum lot width of 7 metres and a minimum lot area of 200 square metres.
- 7 The regulations in Section 4.6 and Section 6.1.17 of this Bylaw shall apply.

- 8 Multi-Unit Dwellings shall have a side yard setback of 3 metres or half the height of the abutting wall, whichever is less.

### Subsection 6.5.2

<b>R4 – HIGH DENSITY RESIDENTIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>6</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	303.5	10	-	-	-	3	- <sup>2</sup>	-	-	-	-
Bed & Breakfast Home	303.5	10	6	1.2	6	10.7	50	-	4	-	-
Community Garden	303.5	10	6	1.2	6	-	-	-	-	-	-
Family Child Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Group Family Child Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Home Based Business	303.5	10	6	1.2	6	10.7	50	-	2	-	-
One Unit Dwelling	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Private Care Home	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Private Day Care Home	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Two Unit Dwelling <sup>5</sup>	450	14	6	1.2	6	10.7	50	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Development Officer</b>											
Boarding House	303.5	10	6	1.2	6	10.7	50	-	4	-	-
Dwelling Group	303.5	10	6	6	6	10.7	-	35	3	20	-
Multi-Unit Dwelling	303.5	10	6	- <sup>7</sup>	6	10.7	-	35	3	20	1

## R4 – HIGH DENSITY RESIDENTIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>6</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Discretionary Uses – Council</b>											
Child Care Centre	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Courthouse	303.5	10	6	1.2	6	10.7	-	-	9 or 10	-	1
Custodial Care Facility	303.5	10	6	1.2	6	10.7	50	-	5	-	-
Excavating, Stripping and Grading <sup>4</sup>	303.5	10	-	-	-	-	-	-	-	-	-
Multi-Unit High Rise Dwelling	450	15.24	6	5	7.5	30	-	35	3	20	1
Place of Worship	303.5	10	6	2	6	10.7	50	-	9	-	-
Protective & Emergency Services	303.5	10	6	2	6	10.7	50	-	6	-	-
Residential Care Facility	303.5	10	6	3	6	10.7	50	-	5	-	-
Residential Care Home	303.5	10	6	1.2	6	10.7	50	-	5	-	-
Residential Day Care Facility	303.5	10	6	2	6	10.7	50	-	19	-	-
Residential Day Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Shelter	232	7.6	-	-	-	-	-	-	17	-	-

### Notes on Development Standards for the table above (R4 – High Density Residential):

- 1 The regulations in Section 4.2 and Section 6.1.1 of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.15 of this Bylaw shall apply.
- 5 Two Unit Dwellings that are subdivided along the common wall shall have a minimum lot width of 7 metres and a minimum lot area of 200 square metres.
- 6 The regulations in Section 4.6 and Section 6.1.17 of this Bylaw shall apply.
- 7 Multi-Unit Dwellings shall have a side yard setback of 3 metres or half the height of the abutting wall, whichever is less.



**Subsection 6.6.2**

<b>CR1 – LOW DENSITY COUNTRY RESIDENTIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>4</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	20,000	60	-	-	-	4.88	2 <sup>2</sup>	-	-	-	-
Bed & Breakfast Home	20,000	60	10.6	6	8	10.7	5	-	4	-	-
Community Garden	20,000	60	10.6	6	8	-	-	-	-	-	-
Family Child Care Home	20,000	60	10.6	6	8	10.7	5	-	13	-	-
Garage Suite	20,000	60	10.6	6	8	6	-	-	2	-	-
Group Family Child Care Home	20,000	60	10.6	6	8	10.7	5	-	13	-	-
Home Based Business	20,000	60	10.6	6	8	10.7	5	-	2	-	-
One Unit Dwelling	20,000	60	10.6	6	8	10.7	5	-	2	-	-
Private Care Home	20,000	60	10.6	6	8	10.7	5	-	2	-	-
Private Day Care Home	20,000	60	10.6	6	8	10.7	5	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Council</b>											
Custodial Care Facility	20,000	60	10.6	6	8	10.7	5	-	5	-	-
Excavating, Stripping and Grading <sup>3</sup>	20,000	60	-	-	-	-	-	-	-	-	-
Place of Worship	20,000	60	10.6	6	8	10.7	5	-	9	-	-

<b>CR1 – LOW DENSITY COUNTRY RESIDENTIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>4</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Protective & Emergency Services	20,000	60	10.6	6	8	10.7	5	-	6	-	-
Residential Care Facility	20,000	60	10.6	6	8	10.7	5	-	5	-	-
Residential Care Home	20,000	60	10.6	6	8	10.7	5	-	5	-	-
Residential Day Care Facility	20,000	60	10.6	6	8	10.7	5	-	19	-	-
Residential Day Care Home	20,000	60	10.6	6	8	10.7	5	-	13	-	-

**Notes on Development Standards for the table above (CR1 – Low Density Country Residential):**

- 1 The regulations in Section 4.2 and Section 6.1.1 of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and 6.1.17 of this Bylaw shall apply.

**Subsection 6.7.2**

<b>CR2 – HIGH DENSITY COUNTRY RESIDENTIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>4</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	2,000	35	-	-	-	4.88	5 <sup>2</sup>	-	-	-	-
Bed & Breakfast Home	2,000	35	6	1.2	6	10.7	15	-	4	-	-
Community Garden	2,000	35	6	1.2	6	-	-	-	-	-	-
Family Child Care Home	2,000	35	6	1.2	6	10.7	15	-	13	-	-
Garage Suite	2,000	35	6	1.2	6	6	-	-	2	-	-
Group Family Child Care Home	2,000	35	6	1.2	6	10.7	15	-	13	-	-
Home Based Business	2,000	35	6	1.2	6	10.7	15	-	2	-	-
One Unit Dwelling	2,000	35	6	1.2	6	10.7	15	-	2	-	-
Private Care Home	2,000	35	6	1.2	6	10.7	15	-	2	-	-
Private Day Care Home	2,000	35	6	1.2	6	10.7	15	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Council</b>											
Custodial Care Facility	2,000	35	6	1.2	6	10.7	15	-	5	-	-
Excavating, Stripping and Grading <sup>3</sup>	2,000	35	-	-	-	-	-	-	-	-	-
Place of Worship	2,000	35	6	3	6	10.7	15	-	9	-	-

<b>CR2 – HIGH DENSITY COUNTRY RESIDENTIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>4</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Protective & Emergency Services	2,000	35	6	3	6	10.7	15	-	6	-	-
Residential Care Facility	2,000	60	6	3	6	10.7	15	-	5	-	-
Residential Care Home	2,000	35	6	1.2	6	10.7	15	-	5	-	-
Residential Day Care Facility	2,000	35	6	3	6	10.7	15	-	19	-	-
Residential Day Care Home	2,000	35	6	1.2	6	10.7	15	-	13	-	-

**Notes on Development Standards for the table above (CR2 – High Density Country Residential):**

- 1 The regulations in Section 4.2 and Section 6.1 (1) of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and Section 6.1.17 of this Bylaw shall apply.

### Subsection 7.2.2

<b>C1 – DOWNTOWN COMMERCIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>4</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	232	7.5	-	-	-	-	-	-	-	-	-
Animal Care Service	232	7.5	-	-	-	-	-	-	-	-	-
Catering Service	232	7.5	-	-	-	-	-	-	-	-	-
Commercial Service Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Drug Store	232	7.5	-	-	-	-	-	-	-	-	-
Financial Institution	232	7.5	-	-	-	-	-	-	-	-	-
Health Clinic	232	7.5	-	-	-	-	-	-	-	-	-
Health Club	232	7.5	-	-	-	-	-	-	-	-	-
Home Based Business	232	7.5	-	-	-	-	-	-	-	-	-
Office	232	7.5	-	-	-	-	-	-	-	-	-
Payday Loan	232	7.5	-	-	-	-	-	-	-	-	-
Personal Service Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Post Office	232	7.5	-	-	-	-	-	-	-	-	-
Restaurant	232	7.5	-	-	-	-	-	-	-	-	-
Retail Store	232	7.5	-	-	-	-	-	-	-	-	-
Social Club	232	7.5	-	-	-	-	-	-	-	-	-
Take-Out Food Service	232	7.5	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-

## C1 – DOWNTOWN COMMERCIAL

	Minimum Development Standards								Parking Standards <sup>4</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Veterinary Clinic – Small Animal	232	7.5	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Development Officer</b>											
Commercial Entertainment Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Food Kiosk	232	7.5	-	-	-	-	-	-	-	-	-
Funeral Home	232	7.5	-	-	-	-	-	-	-	-	-
Licensed Restaurant	232	7.5	-	-	-	-	-	-	-	-	-
Private School	232	7.5	-	-	-	-	-	-	-	-	-
Research & Development Facility	232	7.5	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses - Council</b>											
Above Grade Dwelling	232	7.5	-	-	-	-	-	-	-	-	-
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	-	-	-
Brewing & Distilling	232	7.5	-	-	-	-	-	-	-	-	-
Business Complex	232	7.5	-	-	-	-	-	-	-	-	-
Business Group	232	7.5	-	-	-	-	-	-	-	-	-
Cannabis Retail Store	232	7.5	-	-	-	-	-	-	-	-	-
Child Care Centre	232	7.5	-	-	-	-	-	-	-	-	-
Communication Tower	232	7.5	-	-	-	46	-	-	-	-	-
Courthouse	232	7.5	-	-	-	-	-	-	-	-	-

## C1 – DOWNTOWN COMMERCIAL

	Minimum Development Standards								Parking Standards <sup>4</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Drinking Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Excavating, Stripping and Grading <sup>2</sup>	232	-	-	-	-	-	-	-	-	-	-
Food Bank	232	7.5	-	-	-	-	-	-	-	-	-
Gas Bar	232	7.5	-	-	-	-	-	-	-	-	-
Grocery Store	232	7.5	-	-	-	-	-	-	-	-	-
Hostel	232	7.6	-	-	-	-	-	-	-	-	-
Hotel	232	7.5	-	-	-	-	-	-	-	-	-
Licensed Commercial Entertainment Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Liquor Store	232	7.5	-	-	-	-	-	-	-	-	-
Methadone Dispensary	232	7.5	-	-	-	-	-	-	-	-	-
Multi-Unit High Rise Dwelling	232	7.5	-	-	-	-	-	35	-	-	-
Night Club	232	7.5	-	-	-	-	-	-	-	-	-
Parking at Grade	232	7.5	-	-	-	-	-	-	-	-	-
Parking Structure	232	7.5	-	-	-	-	-	-	-	-	-
Pawn Shop <sup>3</sup>	232	7.5	-	-	-	-	-	-	-	-	-
Place of Worship	232	7.5	-	-	-	-	-	-	-	-	-
Post Secondary School	232	7.5	-	-	-	-	-	-	-	-	-
Protective & Emergency Services	232	7.5	-	-	-	-	-	-	-	-	-
Public Assembly	232	7.6	-	-	-	-	-	-	-	-	-
Residential Care Facility	232	7.5	-	-	-	-	-	-	-	-	-
Residential Day Care Facility	232	7.5	-	-	-	-	-	-	-	-	-

## C1 – DOWNTOWN COMMERCIAL

	Minimum Development Standards								Parking Standards <sup>4</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Shelter	232	7.5	-	-	-	-	-	-	-	-	-
Shopping Centre	232	7.5	-	-	-	-	-	-	-	-	-
Theatre	232	7.5	-	-	-	-	-	-	-	-	-

**Notes on Development Standards for the table above (C1 – Downtown Commercial):**

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 A maximum of three (3) Pawn Shops will be permitted in this zoning district.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.



### Subsection 7.3.2

<b>C2 – SMALL LOT ARTERIAL COMMERCIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	232	7.6	-	-	-	-	-	-	-	-	-
Animal Care Service	232	7.6	-	-	-	-	-	-	16	-	-
Catering Service	232	7.6	-	-	-	-	-	-	10	-	-
Commercial Service Establishment	232	7.6	-	-	-	-	-	-	6	-	1
Drug Store	232	7.6	-	-	-	-	-	-	6	-	-
Financial Institution	232	7.6	-	-	-	-	-	-	6	-	-
Health Clinic	232	7.6	-	-	-	-	-	-	11	-	-
Health Club	232	7.6	-	-	-	-	-	-	11 or 19	-	-
Home Based Business	232	7.6	-	-	-	-	-	-	2	-	-
Office	232	7.6	-	-	-	-	-	-	6	-	-
Payday Loan	232	7.6	-	-	-	-	-	-	6	-	-
Personal Service Establishment	232	7.6	-	-	-	-	-	-	6	-	-
Post Office	232	7.6	-	-	-	-	-	-	6	-	1
Restaurant	232	7.6	-	-	-	-	-	-	7	-	1
Retail Store	232	7.6	-	-	-	-	-	-	6	-	1
Social Club	232	7.6	-	-	-	-	-	-	11 or 19	-	1
Take-Out Food Service	232	7.6	-	-	-	-	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	232	7.6	-	-	-	-	-	-	6	-	-
Veterinary Clinic – Small Animal	232	7.6	-	-	-	-	-	-	6	-	1

## C2 – SMALL LOT ARTERIAL COMMERCIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Discretionary Uses – Development Officer</b>											
Commercial Entertainment Establishment	232	7.6	-	-	-	-	-	-	14	-	1
Food Kiosk	232	7.6	-	-	-	-	-	-	6	-	-
Funeral Home	232	7.6	-	-	-	-	-	-	9 or 13	-	1
Licensed Restaurant	232	7.6	-	-	-	-	-	-	7	-	1
Private School	232	7.6	-	-	-	-	-	-	20	-	-
Research & Development Facility	232	7.6	-	-	-	-	-	-	10	-	1
Single Vehicle Car Wash	232	7.6	-	-	-	-	-	-	18	-	1
Vehicle Sales	232	7.6	-	-	-	-	-	-	6	-	1
Vehicle Service	232	7.6	-	-	-	-	-	-	6	-	1
<b>Discretionary Uses - Council</b>											
Above Grade Dwelling	232	7.6	-	-	-	-	-	-	3	20	1
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	6 or 12	-	1
Brewing & Distilling	232	7.6	-	-	-	-	-	-	7 or 16	-	1
Business Complex	232	7.6	-	-	-	-	-	-	6 or 11	-	1
Business Group	232	7.6	-	-	-	-	-	-	6 or 11	-	1
Cannabis Retail Store	232	7.6	-	-	-	-	-	-	6	-	1
Child Care Centre	232	7.6	-	-	-	-	-	-	13	-	-
Communication Tower	232	7.6	-	-	-	46	-	-	-	-	-
Courthouse	232	7.6	-	-	-	-	-	-	9 or 10	-	1

## C2 – SMALL LOT ARTERIAL COMMERCIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Drinking Establishment	232	7.6	-	-	-	-	-	-	7	-	1
Excavating, Stripping and Grading <sup>2</sup>	232	-	-	-	-	-	-	-	-	-	-
Food Bank	232	7.6	-	-	-	-	-	-	6	-	1
Gas Bar	232	7.6	-	-	-	-	-	-	15	-	1
Grocery Store	232	7.6	-	-	-	-	-	-	11	-	1
Hostel	232	7.6	-	-	-	-	-	-	17	-	-
Hotel	232	7.6	-	-	-	-	-	-	8	-	1
Licensed Commercial Entertainment Establishment	232	7.6	-	-	-	-	-	-	14	-	1
Liquor Store	232	7.6	-	-	-	-	-	-	6	-	1
Methadone Dispensary	232	7.6	-	-	-	-	-	-	11	-	-
Multi-Unit High Rise Dwelling	232	7.6	-	-	-	-	-	35	3	20	1
Night Club	232	7.6	-	-	-	-	-	-	7	-	1
Parking at Grade	232	7.6	-	-	-	-	-	-	-	-	-
Parking Structure	232	7.6	-	-	-	-	-	-	-	-	-
Place of Worship	232	7.6	-	-	-	-	-	-	9	-	-
Post Secondary School	232	7.6	-	-	-	-	-	-	20	-	1
Protective & Emergency Services	232	7.6	-	-	-	-	-	-	6	-	-
Public Assembly	232	7.6	-	-	-	-	-	-	6 or 12	-	1
Residential Care Facility	232	7.6	-	-	-	-	-	35	5	-	-
Residential Day Care Facility	232	7.6	-	-	-	-	-	-	19	-	-
Shelter	232	7.6	-	-	-	-	-	-	17	-	-
Shopping Centre	232	7.6	-	-	-	-	-	-	14	-	1

<b>C2 – SMALL LOT ARTERIAL COMMERCIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Theatre	232	7.6	-	-	-	-	-	-	12	-	1

**Notes on Development Standards for the table above (C2 – Small Lot Arterial Commercial):**

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

### Subsection 7.4.2

<b>C3 – LARGE LOT ARTERIAL COMMERCIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>4</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard <sup>2</sup> (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	300	10	-	1.5	1.5	14.3	-	-	-	-	-
Animal Care Service	300	10	7.5	6	3	14.3	65	-	16	-	-
Catering Service	300	10	7.5	6	3	14.3	65	-	10	-	1
Commercial Service Establishment	300	10	7.5	6	3	14.3	65	-	6	-	-1
Drug Store	300	10	7.5	6	3	14.3	65	-	6	-	-
Financial Institution	300	10	7.5	6	3	14.3	65	-	6	-	-
Health Clinic	300	10	7.5	6	3	14.3	65	-	11	-	-
Health Club	300	10	7.5	6	3	14.3	65	-	11 or 19	-	-
Home Based Business	300	10	7.5	6	3	14.3	65	-	2	-	-
Office	300	10	7.5	6	3	14.3	65	-	6	-	-
Payday Loan	300	10	7.5	6	3	14.3	65	-	6	-	-
Personal Service Establishment	300	10	7.5	6	3	14.3	65	-	6	-	-
Post Office	300	10	7.5	6	3	14.3	65	-	6	-	1
Restaurant	300	10	7.5	6	3	14.3	65	-	7	-	1
Retail Store	300	10	7.5	6	3	14.3	65	-	6	-	1
Shipping Container <sup>1</sup>	300	10	-	-	-	3	-	-	-	-	-
Single Vehicle Car Wash	300	10	7.5	6	3	14.3	65	-	18	-	1

### C3 – LARGE LOT ARTERIAL COMMERCIAL

	Minimum Development Standards								Parking Standards <sup>4</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard <sup>2</sup> (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Social Club	300	10	7.5	6	3	14.3	65	-	11 or 19	-	1
Take-Out Food Service	300	10	7.5	6	3	14.3	65	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	300	10	7.5	6	3	14.3	65	-	6	-	-
Veterinary Clinic – Small Animal	300	10	7.5	6	3	14.3	65	-	6	-	-
<b>Discretionary Uses – Development Officer</b>											
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	6 or 12	-	1
Commercial Entertainment Establishment	300	10	7.5	6	3	14.3	65	-	14	-	1
Fleet Service	300	10	7.5	6	3	14.3	65	-	16	-	1
Food Kiosk	300	10	7.5	6	3	14.3	65	-	6	-	-
Funeral Home	300	10	7.5	6	3	14.3	65	-	9 or 13	-	1
Garden Center	300	10	7.5	6	3	14.3	65	-	6	-	1
Gas Bar	300	10	7.5	6	3	14.3	65	-	15	-	1
Grocery Store	300	10	7.5	6	3	14.3	65	-	11	-	1
Licensed Restaurant	300	10	7.5	6	3	14.3	65	-	7	-	1
Private School	300	10	7.5	6	3	14.3	65	-	20	-	-
Research & Development Facility	300	10	7.5	6	3	14.3	65	-	10	-	1

### C3 – LARGE LOT ARTERIAL COMMERCIAL

	Minimum Development Standards								Parking Standards <sup>4</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard <sup>2</sup> (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Vehicle Sales	300	10	7.5	6	3	14.3	65	-	6	-	1
Vehicle Service	300	10	7.5	6	3	14.3	65	-	6	-	1
<b>Discretionary Uses – Council</b>											
Above Grade Dwelling	300	10	7.5	6	3	14.3	65	-	3	20	1
Bingo Hall	300	10	7.5	6	3	14.3	65	-	12	-	1
Brewing & Distilling	300	10	7.5	6	3	14.3	65	-	7 or 16	-	1
Building Supplies & Products	300	10	7.5	6	3	14.3	65	-	6 or 16	-	1
Business Complex	300	10	7.5	6	3	14.3	65	-	6 or 11	-	1
Business Group	300	10	7.5	6	3	14.3	65	-	6 or 11	-	1
Cannabis Retail Store	300	10	7.5	6	3	14.3	65	-	6	-	1
Child Care Centre	300	10	7.5	6	3	14.3	65	-	13	-	-
Communication Tower	300	10	7.5	6	3	-	65	-	-	-	-
Drinking Establishment	300	10	7.5	6	3	14.3	65	-	7	-	1
Excavating, Stripping and Grading <sup>3</sup>	300	-	-	-	-	-	-	-	-	-	-
Food Bank	300	10	7.5	6	3	14.3	65	-	6	-	1
Hotel	300	10	7.5	6	3	14.3	65	-	8	-	1
Licensed Commercial Entertainment Establishment	300	10	7.5	6	3	14.3	65	-	14	-	1
Liquor Store	300	10	7.5	6	3	14.3	65	-	6	-	1

### C3 – LARGE LOT ARTERIAL COMMERCIAL

	Minimum Development Standards								Parking Standards <sup>4</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard <sup>2</sup> (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Methadone Dispensary	300	10	7.5	6	3	14.3	65	-	11	-	-
Motel	300	10	7.5	6	3	14.3	65	-	8	-	1
Multi-Vehicle Car Wash	300	10	7.5	6	3	14.3	65	-	18	-	1
Night Club	300	10	7.5	6	3	14.3	65	-	7	-	1
Parking at Grade	300	10	7.5	6	3	14.3	65	-	-	-	-
Parking Structure	300	10	7.5	6	3	14.3	65	-	-	-	-
Place of Worship	300	10	7.5	6	3	22	65	-	9	-	-
Post Secondary School	300	10	7.5	6	3	14.3	65	-	20	-	1
Protective & Emergency Services	300	10	7.5	6	3	14.3	65	-	6	-	-
Public Assembly	300	10	7.5	6	3	14.3	65	-	6 or 12	-	1
Residential Care Facility	300	10	7.5	6	3	14.3	65	-	5	-	-
Residential Day Care Facility	300	10	7.5	6	3	14.3	65	-	19	-	-
Shopping Centre	300	10	7.5	6	3	14.3	65	-	14	-	1
Theatre	300	10	7.5	6	3	14.3	65	-	12	-	1

**Notes on Development Standards for the table above (C3 – Large Lot Arterial Commercial):**

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The minimum front yard setback shall be 0.5 metres for the lands abutting 15<sup>th</sup> Street East between 6<sup>th</sup> Avenue and 10<sup>th</sup> Avenue East, legally described as Parcel S3, Plan 101954583, Ext. 1 and Parcel S1, Plan 101841881 Ext. 0.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.



<sup>5</sup> The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

### Subsection 7.5.2

<b>C4 – HIGHWAY COMMERCIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	1,260	21	-	1.5	1.5	14.3	-	-	-	-	-
Animal Care Service	1,260	21	7.5	6	3	14.3	35	-	16	-	-
Catering Service	1,260	21	7.5	6	3	14.3	35	-	10	-	-
Commercial Service Establishment	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Drug Store	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Financial Institution	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Health Clinic	1,260	21	7.5	6	3	14.3	35	-	11	-	-
Health Club	1,260	21	7.5	6	3	14.3	35	-	11 or 19	-	-
Home Based Business	1,260	21	7.5	6	3	14.3	35	-	2	-	-
Office	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Payday Loan	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Personal Service Establishment	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Post Office	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Restaurant	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Retail Store	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Shipping Container <sup>1</sup>	1,260	21	-	-	-	3	-	-	-	-	-
Single Vehicle Car Wash	1,260	21	7.5	6	3	14.3	35	-	18	-	1

## C4 – HIGHWAY COMMERCIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Social Club	1,260	21	7.5	6	3	14.3	35	-	11 or 19	-	1
Take-Out Food Service	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Veterinary Clinic – Small Animal	1,260	21	7.5	6	3	14.3	35	-	6	-	1
<b>Discretionary Uses – Development Officer</b>											
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	6 or 12	-	1
Commercial Entertainment Establishment	1,260	21	7.5	6	3	14.3	35	-	14	-	1
Fleet Service	1,260	21	7.5	6	3	14.3	35	-	16	-	1
Food Kiosk	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Funeral Home	1,260	21	7.5	6	3	14.3	35	-	9 or 13	-	1
Garden Center	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Gas Bar	1,260	21	7.5	6	3	14.3	35	-	15	-	1
Grocery Store	1,260	21	7.5	6	3	14.3	35	-	11	-	1
Licensed Restaurant	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Private School	1,260	21	7.5	6	3	14.3	35	-	20	-	-
Research & Development Facility	1,260	21	7.5	6	3	14.3	35	-	10	-	1
Vehicle Sales	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Vehicle Service	1,260	21	7.5	6	3	14.3	35	-	6	-	1

### C4 – HIGHWAY COMMERCIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Discretionary Uses – Council</b>											
Above Grade Dwelling	1,260	21	7.5	6	3	14.3	35	-	3	20	1
Bingo Hall	1,260	21	7.5	6	3	14.3	35	-	12	-	1
Brewing & Distilling	1,260	21	7.5	6	3	14.3	35	-	7 or 16	-	1
Building Supplies & Products	1,260	21	7.5	6	3	14.3	35	-	6 or 16	-	1
Business Complex	1,260	21	7.5	6	3	14.3	35	-	6 or 11	-	1
Business Group	1,260	21	7.5	6	3	14.3	35	-	6 or 11	-	1
Cannabis Retail Store	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Cardlock	1,260	21	7.5	6	3	14.3	35	-	15	-	1
Child Care Centre	1,260	21	7.5	6	3	14.3	35	-	13	-	-
Communication Tower	1,260	21	7.5	6	3	-	35	-	-	-	-
Drinking Establishment	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Excavating, Stripping and Grading <sup>2</sup>	1,260	-	-	-	-	-	-	-	-	-	-
Food Bank	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Hotel	1,260	21	7.5	6	3	14.3	35	-	8	-	1
Large Vehicle Wash	1,260	21	7.5	6	3	14.3	35	-	18	-	1
Licensed Commercial Entertainment Establishment	1,260	21	7.5	6	3	14.3	35	-	14	-	1
Liquor Store	1,260	21	7.5	6	3	14.3	35	-	6	-	1

## C4 – HIGHWAY COMMERCIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Methadone Dispensary	1,260	21	7.5	6	3	14.3	35	-	11	-	-
Motel	1,260	21	7.5	6	3	14.3	35	-	8	-	1
Multi-Vehicle Car Wash	1,260	21	7.5	6	3	14.3	35	-	18	-	1
Night Club	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Parking at Grade	1,260	21	7.5	6	3	14.3	35	-	-	-	-
Parking Structure	1,260	21	7.5	6	3	14.3	35	-	-	-	-
Place of Worship	1,260	21	7.5	6	3	22	35	-	9	-	-
Post Secondary School	1,260	21	7.5	6	3	14.3	35	-	20	-	1
Protective & Emergency Services	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Public Assembly	1,260	21	7.5	6	3	14.3	35	-	6 or 12	-	1
Residential Care Facility	1,260	21	7.5	6	3	14.3	35	-	5	-	-
Residential Day Care Facility	1,260	21	7.5	6	3	14.3	35	-	19	-	-
Shopping Centre	1,260	21	7.5	6	3	14.3	35	-	14	-	1
Theatre	1,260	21	7.5	6	3	14.3	35	-	12	-	1

### Notes on Development Standards for the table above (C4 – Highway Commercial):

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

### Subsection 7.6.2

<b>CMU – COMMERCIAL MIXED USE</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	280	7.5	-	1.5	1.5	3	-	-	-	-	-
Catering Service	280	7.5	6	2	3	14.3	65	-	10	-	1
Commercial Service Establishment	280	7.5	6	2	3	14.3	65	-	6	-	1
Drug Store	280	7.5	6	2	3	14.3	65	-	6	-	-
Financial Institution	280	7.5	6	2	3	14.3	65	-	6	-	-
Health Clinic	280	7.5	6	2	3	14.3	65	-	11	-	-
Home Based Business	280	7.5	6	2	3	14.3	65	-	2	-	-
Office	280	7.5	6	2	3	14.3	65	-	6	-	-
Personal Service Establishment	280	7.5	6	2	3	14.3	65	-	6	-	-
Post Office	280	7.5	6	2	3	14.3	65	-	6	-	1
Restaurant	280	7.5	6	2	3	14.3	65	-	7	-	1
Retail Store	280	7.5	6	2	3	14.3	65	-	6	-	1
Single Vehicle Car Wash	280	7.5	6	2	3	14.3	65	-	18	-	1
Social Club	280	7.5	6	2	3	14.3	65	-	11 or 19	-	1
Take-Out Food Service	280	7.5	6	2	3	14.3	65	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Veterinary Clinic – Small Animal	280	7.5	6	2	3	14.3	65	-	6	-	-
<b>Discretionary Uses –</b>											

## CMU – COMMERCIAL MIXED USE

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Development Officer</b>											
Animal Care Service	280	7.5	6	2	3	14.3	65	-	16	-	-
Food Kiosk	280	7.5	6	2	3	14.3	65	-	6	-	-
Gas Bar	280	7.5	6	2	3	14.3	65	-	15	-	1
Health Club	280	7.5	6	2	3	14.3	65	-	11 or 19	-	-
Private School	280	7.5	6	2	3	14.3	65	-	20	-	-
<b>Discretionary Uses – Council</b>											
Above Grade Dwelling	280	7.5	6	2	3	14.3	65	-	3	20	1
Brewing & Distilling	280	7.5	6	2	3	14.3	65	-	7 or 16	-	1
Business Complex	280	7.5	6	2	3	14.3	65	-	6 or 11	-	1
Business Group	280	7.5	6	2	3	14.3	65	-	6 or 11	-	1
Child Care Centre	280	7.5	6	2	3	14.3	65	-	13	-	-
Commercial Entertainment Establishment	280	7.5	6	2	3	14.3	65	-	14	-	1
Drinking Establishment	280	7.5	6	2	3	14.3	65	-	7	-	1
Excavating, Stripping and Grading <sup>2</sup>	280	-	-	-	-	-	-	-	-	-	-
Food Bank	280	7.5	6	2	3	14.3	65	-	6	-	1
Funeral Home	280	7.5	6	2	3	14.3	65	-	9 or 13	-	1
Grocery Store	280	7.5	6	2	3	14.3	65	-	11	-	1
Hostel	280	7.5	6	2	3	14.3	65	-	17	-	-
Licensed Commercial	280	7.5	6	2	3	14.3	65	-	14	-	1

## CMU – COMMERCIAL MIXED USE

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Entertainment Establishment											
Licensed Restaurant	280	7.5	6	2	3	14.3	65	-	7	-	1
Liquor Store	280	7.5	6	2	3	14.3	65	-	6	-	1
Multi-Unit High Rise Dwelling	280	7.5	6	5	7.5	46	-	35	3	20	1
Multi-Vehicle Car Wash	280	7.5	6	2	3	14.3	65	-	18	-	1
Place of Worship	280	7.5	6	2	3	14.3	65	-	9	-	-
Post Secondary School	280	7.5	6	2	3	14.3	65	-	20	-	1
Protective & Emergency Services	280	7.5	6	2	3	14.3	65	-	6	-	-
Public Assembly	280	7.5	6	2	3	14.3	65	-	6 or 12	-	1
Residential Care Facility	280	7.5	6	3	6	14.3	65	-	5	-	-
Residential Day Care Facility	280	7.5	6	2	3	14.3	65	-	19	-	-
Shelter	280	7.5	6	2	3	14.3	65	-	17	-	-

**Notes on Development Standards for the table above (CMU – Commercial Mixed Use):**

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.



### Subsection 7.7.2

<b>RMU – RESIDENTIAL MIXED USE</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	280	7.5	-	-	-	3	15	-	-	-	-
Bed & Breakfast Home	280	7.5	6	2	3	10.7	50	-	4	-	-
Catering Service	280	7.5	6	2	3	10.7	65	-	10	-	1
Commercial Service Establishment	280	7.5	6	2	3	10.7	65	-	6	-	1
Drug Store	280	7.5	6	2	3	10.7	65	-	6	-	-
Family Child Care Home	280	7.5	6	2	3	10.7	50	-	13	-	-
Group Family Child Care Home	280	7.5	6	2	3	10.7	50	-	13	-	-
Health Clinic	280	7.5	6	2	3	10.7	65	-	11	-	-
Home Based Business	280	7.5	6	2	3	10.7	50	-	2	-	-
Office	280	7.5	6	2	3	10.7	65	-	6	-	-
One Unit Dwelling	280	7.5	6	1.2	3	10.7	50	-	2	-	-
Personal Service Establishment	280	7.5	6	2	3	10.7	65	-	6	-	-
Post Office	280	7.5	6	2	3	10.7	65	-	6	-	1
Private Care Home	280	7.5	6	2	3	10.7	50	-	2	-	-
Private Day Care Home	280	7.5	6	2	3	10.7	50	-	2	-	-

## RMU – RESIDENTIAL MIXED USE

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Restaurant	280	7.5	6	2	3	10.7	65	-	7	-	1
Retail Store	280	7.5	6	2	3	10.7	65	-	6	-	1
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Social Club	280	7.5	6	2	3	10.7	65	-	11 or 19	-	1
Take-Out Food Service	280	7.5	6	2	3	10.7	65	-	6	-	1
Two Unit Dwelling <sup>4</sup>	450	14	6	1.2	3	10.7	50	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Veterinary Clinic – Small Animal	280	7.5	6	2	3	10.7	65	-	6	-	-
<b>Discretionary Uses – Development Officer</b>											
Boarding House	280	7.5	6	2	3	10.7	50	-	4	-	-
Food Kiosk	280	7.5	6	2	3	10.7	65	-	6	-	-
Health Club	280	7.5	6	2	3	10.7	65	-	11 or 19	-	-
Private School	280	7.5	6	2	3	10.7	65	-	20	-	-
<b>Discretionary Uses – Council</b>											
Above Grade Dwelling	280	7.5	6	2	3	10.7	-	-	3	20	1
Business Complex	280	7.5	6	2	3	10.7	65	-	6 or 11	-	1
Child Care Centre	280	7.5	6	2	3	10.7	65	-	13	-	-

## RMU – RESIDENTIAL MIXED USE

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Commercial Entertainment Establishment	280	7.5	6	2	3	10.7	65	-	14	-	1
Excavating, Stripping and Grading <sup>2</sup>	280	-	-	-	-	-	-	-	-	-	-
Food Bank	280	7.5	6	2	3	10.7	65	-	6	-	1
Funeral Home	280	7.5	6	2	3	10.7	65	-	9 or 13	-	1
Grocery Store	280	7.5	6	2	3	10.7	65	-	11	-	1
Hostel	280	7.5	6	2	3	10.7	65	-	17	-	-
Licensed Restaurant	280	7.5	6	2	3	10.7	65	-	7	-	1
Multi-Unit Dwelling	280	7.5	6	3	6	10.7	-	35	3	20	1
Multi-Unit High Rise Dwelling	280	7.5	6	5	7.5	46	-	35	3	20	1
Parking at Grade	280	7.5	6	2	3	10.7	-	-	-	-	-
Place of Worship	280	7.5	6	2	3	10.7	65	-	9	-	-
Post Secondary School	280	7.5	6	2	3	14.3	65	-	20	-	1
Protective & Emergency Services	280	7.5	6	2	3	10.7	65	-	6	-	-
Public Assembly	280	7.5	6	2	3	10.7	65	-	6 or 12	-	1
Residential Care Facility	280	7.5	6	3	6	14.3	65	-	5	-	-
Residential Care Home	280	7.5	6	2	3	10.7	50	-	5	-	-
Residential Day Care Facility	280	7.5	6	2	3	10.7	65	-	19	-	-

## RMU – RESIDENTIAL MIXED USE

	Minimum Development Standards							Parking Standards <sup>3</sup>			
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Residential Day Care Home	280	7.5	6	2	3	10.7	50	-	13	-	-
Shelter	280	7.5	6	2	3	10.7	65	-	17	-	-

### Notes on Development Standards for the table above (RMU – Residential Mixed Use):

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 Two Unit Dwellings that are subdivided along a common wall shall have a minimum lot width of 7 metres and a minimum lot area of 200 square metres.
- 5 The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

## Subsection 8.2.2

<b>M1 – HEAVY INDUSTRIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	1,260	21	-	1.5	1.5	14.3	-	-	-	-	-
Aircraft Assembly & Service	1,260	21	7.5	6	7.5	14.3	-	-	16	-	-
Animal Care Service	1,260	21	7.5	6	7.5	14.3	-	-	16	-	-
Brewing & Distilling	1,260	21	7.5	6	7.5	14.3	-	-	7 or 16	-	1
Commercial Entertainment Establishment	1,260	21	7.5	6	7.5	14.3	-	-	14	-	1
Commercial Service Establishment	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Garden Centre	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Health Club	1,260	21	7.5	6	7.5	14.3	-	-	11 or 19	-	-
Industrial Equipment Sales & Service	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Industrial Service Establishment	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Manufacturing, Processing & Assembly	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Office	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Restaurant	1,260	21	7.5	6	7.5	14.3	-	-	7	-	1
Retail Store	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Shipping Container <sup>1</sup>	1,260	21	-	1.5	1.5	3	-	-	-	-	-
Single Vehicle Car Wash	1,260	21	7.5	6	7.5	14.3	-	-	18	-	-
Storage Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1

## M1 – HEAVY INDUSTRIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Storage Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	-
Take-Out Food Service	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Veterinary Clinic – Small Animal	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Warehouse & Wholesale	1,260	21	7.5	6	7.5	14.3	-	-	6 or 10	-	1
<b>Discretionary Uses – Development Officer</b>											
Aquaculture Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Building Supplies & Products	1,260	21	7.5	6	7.5	14.3	-	-	6 or 16	-	1
Fleet Service	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Food Kiosk	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Gas Bar	1,260	21	7.5	6	7.5	14.3	-	-	15	-	1
Kennel	1,260	21	7.5	6	7.5	14.3	-	-	16	-	-
Large Vehicle Wash	1,260	21	7.5	6	7.5	14.3	-	-	18	-	1
Licensed Restaurant	1,260	21	7.5	6	7.5	14.3	-	-	7	-	1
Multi-Vehicle Car Wash	1,260	21	7.5	6	7.5	14.3	-	-	18	-	1
Parking at Grade	1,260	21	7.5	6	7.5	-	-	-	-	-	-
Recycling Depot	1,260	21	7.5	6	7.5	14.3	-	-	6 or 10	-	1
Research & Development Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Vehicle Sales	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-

## M1 – HEAVY INDUSTRIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Vehicle Service	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Veterinary Clinic – Large Animal	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
<b>Discretionary Uses – Council</b>											
Animal Shelter	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Asphalt, Aggregate & Concrete Plant	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Auto Wrecking & Salvage Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Bulk Fuel	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Business Complex	1,260	21	7.5	6	7.5	14.3	-	-	6 or 11	-	1
Business Group	1,260	21	7.5	6	7.5	14.3	-	-	6 or 11	-	1
Cannabis Production Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Cannabis Wholesale	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Cardlock	1,260	21	7.5	6	7.5	14.3	-	-	15	-	1
Communication Tower	1,260	21	7.5	6	7.5	45	-	-	-	-	-
Correctional Institution & Related Facilities	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Crematorium	1,260	21	7.5	6	7.5	14.3	-	-	9 or 13	-	1
Excavating, Stripping and Grading <sup>2</sup>	1,260	-	-	6	7.5	-	-	-	-	-	-
Fuel Production Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Licensed Commercial Entertainment Establishment	1,260	21	7.5	6	7.5	14.3	-	-	14	-	1

## M1 – HEAVY INDUSTRIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Manufacturing, Processing & Assembly – Dangerous Goods	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Post Secondary School	1,260	21	7.5	6	7.5	14.3	-	-	20	-	1
Protective & Emergency Services	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Pulp & Paper Mill	1,260	21	7.5	6	7.5	-	-	-	10	-	1
Rail Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Sand & Gravel Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	-
Veterinary Hospital	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1

### Notes on Development Standards for the table above (M1 – Heavy Industrial):

- 1 The regulations in Section 4.2 and Section 8.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.



### Subsection 8.3.2

<b>M2 – SMALL LOT LIGHT INDUSTRIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	300	10	-	1.5	1.5	10.7	-	-	-	-	-
Animal Care Service	300	10	-	-	3	10.7	-	-	16	-	-
Brewing & Distilling	300	10	-	-	3	10.7	-	-	7 or 16	-	1
Commercial Entertainment Establishment	300	10	-	-	3	10.7	-	-	14	-	1
Commercial Service Establishment	300	10	-	-	3	10.7	-	-	6	-	1
Community Garden	300	10	-	-	3	-	-	-	-	-	-
Financial Institution	300	10	-	-	3	10.7	-	-	6	-	-
Health Club	300	10	-	-	3	10.7	-	-	11 or 19	-	-
Industrial Service Establishment	300	10	-	-	3	10.7	-	-	16	-	1
Office	300	10	-	-	3	10.7	-	-	6	-	1
Post Office	300	10	-	-	3	10.7	-	-	6	-	1
Restaurant	300	10	-	-	3	10.7	-	-	7	-	1
Retail Store	300	10	-	-	3	10.7	-	-	6	-	1
Shipping Container <sup>1</sup>	300	10	-	1.5	1.5	3	-	-	-	-	-
Single Vehicle Car Wash	300	10	-	-	3	10.7	-	-	18	-	-
Social Club	300	10	-	-	3	10.7	-	-	11 or 19	-	1
Storage Facility	300	10	-	-	3	10.7	-	-	10	-	1

## M2 – SMALL LOT LIGHT INDUSTRIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Take-Out Food Service	300	10	-	-	3	10.7	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	300	10	-	-	3	10.7	-	-	6	-	-
Veterinary Clinic – Small Animal	300	10	-	-	3	10.7	-	-	6	-	-
Warehouse & Wholesale	300	10	-	-	3	10.7	-	-	6 or 10	-	1
<b>Discretionary Uses – Development Officer</b>											
Building Supplies & Products	300	10	-	-	3	10.7	-	-	6 or 16	-	1
Food Kiosk	300	10	-	-	3	10.7	-	-	6	-	-
Garden Center	300	10	-	-	3	10.7	-	-	6	-	1
Gas Bar	300	10	-	-	3	10.7	-	-	15	-	1
Large Vehicle Wash	300	10	-	-	3	10.7	-	-	18	-	1
Licensed Restaurant	300	10	-	-	3	10.7	-	-	7	-	1
Manufacturing, Processing & Assembly	300	10	-	-	3	10.7	-	-	16	-	1
Multi-Vehicle Car Wash	300	10	-	-	3	10.7	-	-	18	-	1
Parking at Grade	300	10	-	-	3	10.7	-	-	-	-	-
Recycling Depot	300	10	-	-	3	10.7	-	-	6 or 10	-	1
Research & Development Facility	300	10	-	-	3	10.7	-	-	10	-	1
Storage Yard	300	10	-	-	3	10.7	-	-	10	-	-
Vehicle Sales	300	10	-	-	3	10.7	-	-	6	-	-

## M2 – SMALL LOT LIGHT INDUSTRIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Vehicle Service	300	10	-	-	3	10.7	-	-	6	-	1
Veterinary Clinic – Large Animal	300	10	-	-	3	10.7	-	-	6	-	1
<b>Discretionary Uses – Council</b>											
Business Complex	300	10	-	-	3	10.7	-	-	6 or 11	-	1
Business Group	300	10	-	-	3	10.7	-	-	6 or 11	-	1
Cardlock	300	10	-	-	3	10.7	-	-	15	-	1
Communication Tower	300	10	-	-	3	45	-	-	-	-	-
Excavating, Stripping and Grading <sup>2</sup>	300	-	-	-	-	-	-	-	-	-	-
Licensed Commercial Entertainment Establishment	300	10	-	-	3	10.7	-	-	14	-	1
Personal Service Establishment	300	10	-	-	3	10.7	-	-	6	-	1
Private School	300	10	-	-	3	10.7	-	-	20	-	-
Protective & Emergency Services	300	10	-	-	3	10.7	-	-	6	-	-
Rail Yard	300	10	-	-	3	10.7	-	-	10	-	1

**Notes on Development Standards for the table above (M2 – Small Lot Light Industrial):**

- 1 The regulations in Section 4.2 and Section 8.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.

### Subsection 8.4.2

<b>M3 – LARGE LOT LIGHT INDUSTRIAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	1,260	22	-	1.5	1.5	14.3	-	-	-	-	-
Animal Care Service	1,260	22	7.5	6	7.5	14.3	-	-	16	-	-
Brewing & Distilling	1,260	22	7.5	6	7.5	14.3	-	-	7 or 16	-	1
Commercial Entertainment Establishment	1,260	22	7.5	6	7.5	14.3	-	-	14	-	1
Commercial Service Establishment	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Garden Center	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Health Club	1,260	22	7.5	6	7.5	14.3	-	-	11 or 19	-	-
Industrial Service Establishment	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1
Office	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Post Office	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Restaurant	1,260	22	7.5	6	7.5	14.3	-	-	7	-	1
Retail Store	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Shipping Container <sup>1</sup>	1,260	22	-	1.5	1.5	3	-	-		-	-
Single Vehicle Car Wash	1,260	22	7.5	6	7.5	14.3	-	-	18	-	-
Social Club	1,260	22	7.5	6	7.5	14.3	-	-	11 or 19	-	1
Storage Facility	1,260	22	7.5	6	7.5	14.3	-	-	10	-	1

### M3 – LARGE LOT LIGHT INDUSTRIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Take-Out Food Service	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Veterinary Clinic – Small Animal	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Warehouse & Wholesale	1,260	22	7.5	6	7.5	14.3	-	-	6 or 10	-	1
<b>Discretionary Uses – Development Officer</b>											
Building Supplies & Products	1,260	22	7.5	6	7.5	14.3	-	-	6 or 16	-	1
Fleet Service	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1
Food Kiosk	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Gas Bar	1,260	22	7.5	6	7.5	14.3	-	-	15	-	1
Kennel	1,260	22	7.5	6	7.5	14.3	-	-	16	-	-
Large Vehicle Wash	1,260	22	7.5	6	7.5	14.3	-	-	18	-	1
Licensed Restaurant	1,260	22	7.5	6	7.5	14.3	-	-	7	-	1
Manufacturing, Processing & Assembly	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1
Multi-Vehicle Car Wash	1,260	22	7.5	6	7.5	14.3	-	-	18	-	1
Parking at Grade	1,260	22	7.5	6	7.5	14.3	-	-	-	-	-
Recycling Depot	1,260	22	7.5	6	7.5	14.3	-	-	6 or 10	-	1
Research & Development Facility	1,260	22	7.5	6	7.5	14.3	-	-	10	-	1

### M3 – LARGE LOT LIGHT INDUSTRIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Storage Yard	1,260	22	7.5	6	7.5	14.3	-	-	10	-	-
Vehicle Sales	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Vehicle Service	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Veterinary Clinic – Large Animal	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
<b>Discretionary Uses – Council</b>											
Animal Shelter	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1
Business Complex	1,260	22	7.5	6	7.5	14.3	-	-	6 or 11	-	1
Business Group	1,260	22	7.5	6	7.5	14.3	-	-	6 or 11	-	1
Cardlock	1,260	22	7.5	6	7.5	14.3	-	-	15	-	1
Casino	1,260	22	7.5	6	7.5	14.3	-	-	12	-	1
Communication Tower	1,260	22	7.5	6	7.5	45	-	-	-	-	-
Excavating, Stripping and Grading <sup>2</sup>	1,260	-	-	-	-	-	-	-	-	-	-
Licensed Commercial Entertainment Establishment	1,260	22	7.5	6	7.5	14.3	-	-	14	-	1
Night Club	1,260	22	7.5	6	7.5	14.3	-	-	7	-	1
Personal Service Establishment	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Place of Worship	1,260	22	7.5	6	7.5	14.3	-	-	9	-	1
Post Secondary School	1,260	22	7.5	6	7.5	14.3	-	-	20	-	1
Private School	1,260	22	7.5	6	7.5	14.3	-	-	20	-	-
Protective & Emergency Services	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-

**Notes on Development Standards for the table above (M3 – Large Lot Light Industrial):**

- 1 The regulations in Section 4.2 and Section 8.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.

## Subsection 8.5.2

### M4 – AIRPORT INDUSTRIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	1,260	21	-	1.5	1.5	14.3	-	-	-	-	-
Aircraft Sales, Charters, Rentals & Service	1,260	21	7.5	3	3	14.3	-	-	6	-	-
Brewing & Distilling	1,260	21	7.5	3	3	14.3	-	-	7 or 16	-	1
Commercial Entertainment Establishment	1,260	21	7.5	3	3	14.3	-	-	14	-	1
Commercial Service Establishment	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Food Kiosk	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Garden Center	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Industrial Service Establishment	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Office	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Post Office	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Restaurant	1,260	21	7.5	3	3	14.3	-	-	7	-	1
Retail Store	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Shipping Container <sup>1</sup>	1,260	21	-	1.5	1.5	3	-	-	-	-	-
Single Vehicle Car Wash	1,260	21	7.5	3	3	14.3	-	-	18	-	-
Storage Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Take-Out Food Service	1,260	21	7.5	3	3	14.3	-	-	6	-	1



## M4 – AIRPORT INDUSTRIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	21	7.5	3	3	14.3	-	-	6	-	-
Warehouse & Wholesale	1,260	21	7.5	3	3	14.3	-	-	6 or 10	-	1
<b>Discretionary Uses - Development Officer</b>											
Aircraft Assembly & Service	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Aquaculture Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Fleet Service	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Gas Bar	1,260	21	7.5	3	3	14.3	-	-	15	-	1
Industrial Equipment Sales & Service	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Large Vehicle Wash	1,260	21	7.5	3	3	14.3	-	-	18	-	1
Licensed Restaurant	1,260	21	7.5	3	3	14.3	-	-	7	-	1
Manufacturing, Processing & Assembly	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Multi-Vehicle Car Wash	1,260	21	7.5	3	3	14.3	-	-	18	-	1
Parking at Grade	1,260	21	7.5	3	3	14.3	-	-	-	-	-
Recycling Depot	1,260	21	7.5	3	3	14.3	-	-	6 or 10	-	1
Research & Development Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Storage Yard	1,260	21	7.5	3	3	14.3	-	-	10	-	-

## M4 – AIRPORT INDUSTRIAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Vehicle Service	1,260	21	7.5	3	3	14.3	-	-	6	-	1
<b>Discretionary Uses - Council</b>											
Bulk Fuel	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Business Complex	1,260	21	7.5	3	3	14.3	-	-	6 or 11	-	1
Business Group	1,260	21	7.5	3	3	14.3	-	-	6 or 11	-	1
Cardlock	1,260	21	7.5	3	3	14.3	-	-	15	-	1
Communication Tower	1,260	21	7.5	3	3	45	-	-	-	-	-
Excavating, Stripping and Grading <sup>2</sup>	1,260	-	-	-	-	-	-	-	-	-	-
Fuel Production Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Post Secondary School	1,260	21	7.5	3	3	14.3	-	-	20	-	1
Private School	1,260	21	7.5	3	3	14.3	-	-	20	-	-
Protective & Emergency Services	1,260	21	7.5	3	3	14.3	-	-	6	-	-

**Notes on Development Standards for the table above (M4 – Airport Industrial):**

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.

## Subsection 9.2.2

<b>11 – INSTITUTIONAL GENERAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	835	24	-	3	3	22	-	-	-	-	-
Catering Service	835	24	7.5	3	3	22	65	-	10	-	-
Child Care Centre	835	24	7.5	3	3	22	65	-	13	-	-
Community Garden	835	24	7.5	3	3	-	65	-	-	-	-
Convent	835	24	7.5	3	3	22	65	-	1	10	-
Drug Store	835	24	7.5	3	3	22	65	-	6	-	-
Health Clinic	835	24	7.5	3	3	22	65	-	11	-	-
Home Based Business	835	24	7.5	3	3	22	65	-	2	-	-
Office	835	24	7.5	3	3	22	65	-	6	-	-
Parks and Playgrounds	835	24	7.5	3	3	-	65	-	-	-	-
Post Office	835	24	7.5	3	3	22	65	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Development Officer</b>											
Boarding House	835	24	7.5	3	3	22	65	-	4	-	-
Health Club	835	24	7.5	3	3	22	65	-	11 or 19	-	-
Food Kiosk	835	24	7.5	3	3	22	65	-	6	-	-
Parking at Grade	835	24	7.5	3	3	22	65	-	-	-	-

## I1 – INSTITUTIONAL GENERAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Personal Service Establishment	835	24	7.5	3	3	22	65	-	6	-	-
Research & Development Facility	835	24	7.5	3	3	22	65	-	10	-	1
Restaurant	835	24	7.5	3	3	22	65	-	7	-	1
<b>Discretionary Uses – Council</b>											
Above Grade Dwelling	835	24	7.5	3	3	22	65	-	3	20	1
Athletic & Recreational Facility	835	24	7.5	3	3	22	65	-	6 or 12	-	1
Business Complex	835	24	7.5	3	3	22	65	-	6 or 11	-	1
Business Group	835	24	7.5	3	3	22	65	-	6 or 11	-	1
Campground	835	24	7.5	3	3	22	65	-	-	-	-
Cemetery	835	24	7.5	3	3	22	65	-	-	-	-
Community Workshop	835	24	7.5	3	3	22	65	-	16	-	1
Communication Tower	835	24	7.5	3	3	45	65	-	-	-	-
Correctional Institution & Related Facilities	20,23 4	140	7.5	3	3	22	65	-	16	-	1
Courthouse	835	24	7.5	3	3	22	65	-	9 or 10	-	-
Elementary School	835	24	7.5	3	3	22	65	-	13	-	-
Excavating, Stripping and Grading <sup>2</sup>	835	-	-	-	-	-	-	-	-	-	-
Parking Structure	835	24	7.5	3	3	22	65	-	-	-	-
Place of Worship	835	24	7.5	3	3	22	65	-	9	-	-

## I1 – INSTITUTIONAL GENERAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Post Secondary School	835	24	7.5	3	3	22	65	-	20	-	1
Protective & Emergency Services	835	24	7.5	3	3	22	65	-	6	-	-
Private School	835	24	7.5	3	3	22	65	-	20	-	-
Public Assembly	835	24	7.5	3	3	22	65	-	6 or 12	-	1
Residential Care Facility	835	24	7.5	3	3	22	65	-	5	-	-
Residential Day Care Facility	835	24	7.5	3	3	22	65	-	19	-	-
Secondary School	835	24	7.5	3	3	22	65	-	20	-	1
Shelter	232	7.6	-	-	-	-	-	-	17	-	-
Special Care Facility	835	24	7.5	3	3	22	65	-	5	20	-
Waste Water Treatment Plant	835	24	7.5	3	3	22	65	-	10	-	1
Water Treatment Plant	835	24	7.5	3	3	22	65	-	10	-	1

**Notes on Development Standards for the table above (I1 – Institutional General):**

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 9.1.5 of this Bylaw shall apply.

### Subsection 9.3.2

<b>I2 – INSTITUTIONAL MEDICAL SERVICE</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	835	24	-	3	3	30	-	-	-	-	-
Catering Service	835	24	7.5	3	3	30	55	-	10	-	1
Child Care Centre	835	24	7.5	3	3	30	55	-	13	-	-
Community Garden	835	24	7.5	3	3	-	55	-	-	-	-
Drug Store	835	24	7.5	3	3	30	55	-	6	-	1
Health Clinic	835	24	7.5	3	3	30	55	-	11	-	1
Home Based Business	835	24	7.5	3	3	30	55	-	2	-	-
Office	835	24	7.5	3	3	30	55	-	6	-	1
Parks and Playgrounds	835	24	7.5	3	3	-	55	-	-	-	-
Personal Service Establishment	835	24	7.5	3	3	30	55	-	6	-	1
Post Office	835	24	7.5	3	3	30	55	-	6	-	1
Restaurant	835	24	7.5	3	3	30	55	-	7	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Development Officer</b>											
Food Kiosk	835	24	7.5	3	3	30	55	-	6	-	-
Parking at Grade	835	24	7.5	3	3	30	55	-	-	-	-
Private School	835	24	7.5	3	3	30	55	-	20	-	-
Research & Development Facility	835	24	7.5	3	3	30	55	-	10	-	1
<b>Discretionary Uses – Council</b>											

## 12 – INSTITUTIONAL MEDICAL SERVICE

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Above Grade Dwelling	835	24	7.5	3	3	30	55	-	3	20	1
Athletic & Recreational Facility	835	24	7.5	3	3	30	55	-	6 or 12	-	1
Business Complex	835	24	7.5	3	3	30	55	-	6 or 11	-	1
Business Group	835	24	7.5	3	3	30	55	-	6 or 11	-	1
Communication Tower	835	24	7.5	3	3	45	55	-	-	-	-
Crematorium	835	24	7.5	3	3	30	55	-	9 or 13	-	1
Custodial Care Facility	835	24	7.5	3	3	30	55	-	5	-	-
Excavating, Stripping and Grading <sup>2</sup>	835	-	-	-	-	-	55	-	-	-	-
Hospital	835	24	7.5	3	3	30	55	-	5	-	1
Methadone Dispensary	835	24	7.5	3	3	30	55	-	11	-	-
Multi-Unit Dwelling	835	24	7.5	3	3	10.7	55	-	3	20	1
Parking Structure	835	24	7.5	3	3	30	55	-	-	-	-
Place of Worship	835	24	7.5	3	3	30	55	-	9	-	-
Post Secondary School	835	24	7.5	3	3	30	55	-	20	-	1
Protective & Emergency Services	835	24	7.5	3	3	30	55	-	6	-	-
Public Assembly	835	24	7.5	3	3	30	55	-	6 or 12	-	1
Residential Care Facility	835	24	7.5	3	3	30	55	-	5	-	-
Residential Day Care Facility	835	24	7.5	3	3	30	55	-	19	-	-
Shelter	835	24	7.5	3	3	30	55	-	17	-	-
Special Care Facility	835	24	7.5	3	3	30	55	-	5	20	-
Veterinary Hospital	835	24	7.5	3	3	30	55	-	6	-	1

**Notes on Development Standards for the table above (I2 – Institutional Medical Service):**

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 9.1.5 of this Bylaw shall apply.



### Subsection 10.2.2

<b>AP – AIRPORT <sup>1</sup></b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>4</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>2</sup>	300	10	3	3	7.5	14.3	15	-	-	-	-
Aircraft Sales, Charters, Rentals & Service	300	10	3	3	-	14.3	-	-	6	-	-
Fleet Service	300	10	3	3	-	14.3	-	-	16	-	1
Non-Intensive Agriculture	300	10	3	3	-	14.3	-	-	-	-	-
Office	300	10	3	3	-	14.3	-	-	6	-	1
Post Office	300	10	3	3	-	14.3	-	-	6	-	1
Private Hangar	300	10	3	3	-	14.3	-	-	-	-	-
Restaurant	300	10	3	3	-	14.3	-	-	7	-	1
Retail Store	300	10	3	3	-	14.3	-	-	6	-	1
Shipping Container <sup>2</sup>	300	10	3	3	7.5	3	5	-	-	-	-
Storage Facility	300	10	3	3	-	14.3	-	-	10	-	1
Take-Out Food Service	300	10	3	3	-	14.3	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	300	10	3	3	-	14.3	-	-	6	-	-
<b>Discretionary Uses - Development Officer</b>											
Aircraft Assembly & Service	300	10	3	3	-	14.3	-	-	16	-	1

## AP – AIRPORT <sup>1</sup>

	Minimum Development Standards								Parking Standards <sup>4</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Commercial Service Establishment	300	10	3	3	-	14.3	-	-	6	-	1
Licensed Restaurant	300	10	3	3	-	14.3	-	-	7	-	1
Parking at Grade	300	10	3	3	-	14.3	-	-	-	-	-
Private School	300	10	3	3	-	14.3	-	-	20	-	-
Storage Yard	300	10	3	3	-	14.3	-	-	10	-	-
Warehouse & Wholesale	300	10	3	3	-	14.3	-	-	6 or 10	-	1
<b>Discretionary Uses - Council</b>											
Airport Terminal	300	10	3	3	-	14.3	-	-	-	-	-
Business Complex	300	10	3	3	-	14.3	-	-	11 or 6	-	1
Business Group	300	10	3	3	-	14.3	-	-	11 or 6	-	1
Bulk Fuel	300	10	3	3	-	14.3	-	-	10	-	1
Communication Tower	300	10	3	3	-	45	-	-	-	-	-
Excavating, Stripping and Grading <sup>3</sup>	300	-	-	-	-	-	-	-	-	-	-
Hotel	300	10	3	3	-	14.3	-	-	8	-	1
Parking Structure	300	10	3	3	-	14.3	-	-	-	-	-
Protective & Emergency Services	300	10	3	3	-	14.3	-	-	6	-	-

**Notes on Development Standards for the table above (AP – Airport):**

- 1 The regulations contained in the Development and Parking Standards table shall apply to all development undertaken groundside. All airside development and parking standards shall be at the discretion of the Development Officer and the Department of Public Works.
- 2 The regulations in Section 4.2 of this Bylaw shall apply.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.

### Subsection 10.3.2

<b>AG – AGRICULTURAL</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular	Visitor (%)	Loading
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	160,000	20	-	2	7.5	10.7	5	-	-	-	-
Community Garden	160,000	20	7.5	2	7.5	-	15	-	-	-	-
Home Based Business	160,000	20	7.5	2	7.5	10.7	15	-	2	-	-
Non-Intensive Agriculture	160,000	20	7.5	2	7.5	10.7	15	-	-	-	-
Parks and Playgrounds	160,000	20	7.5	2	7.5	-	15	-	-	-	-
Shipping Container	160,000	20	- <sup>1</sup>	2	7.5	3	5	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses - Council</b>											
Communication Tower	160,000	20	7.5	2	7.5	-	15	-	-	-	-
Excavating, Stripping and Grading <sup>2</sup>	160,000	-	-	-	-	-	-	-	-	-	-
Garden Centre	160,000	20	7.5	2	7.5	10.7	15	-	6	-	1
Intensive Agriculture	160,000	20	7.5	2	7.5	10.7	15	-	-	-	-
One Unit Dwelling	160,000	20	7.5	2	7.5	10.7	15	-	2	-	-
Place of Worship	160,000	20	7.5	2	7.5	10.7	15	-	9	-	-
Plant Nursery	160,000	20	7.5	2	7.5	10.7	15	-	6 or 16	-	1

## AG – AGRICULTURAL

	Minimum Development Standards								Parking Standards <sup>3</sup>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular	Visitor (%)	Loading
Protective & Emergency Services	160,000	20	7.5	2	7.5	10.7	15	-	6	-	-
Waste Water Treatment Plant	160,000	20	7.5	2	7.5	10.7	15	-	10	-	1

**Notes on Development Standards for the table above (AG – Agricultural):**

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.

### Subsection 10.4.2

<b>CON – CONSERVATION</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular	Visitor (%)	Loading
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	-	-	-	2	7.5	10.7	5	-	-	-	-
Parks and Playgrounds	-	-	7.5	2	7.5	-	5	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Council</b>											
Excavating, Stripping and Grading <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	-
Protective & Emergency Services	-	-	7.5	2	7.5	10.7	-	-	6	-	-

**Notes on Development Standards for the table above (CON – Conservation):**

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.

## Subsection 10.5.2

<b>P – PARK</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>4</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>2, 5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	-	-	-	-	-	10.7	-	-	-	-	-
Community Garden	-	-	-	-	-	-	-	-	-	-	-
Parks and Playgrounds	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Development Officer</b>											
Food Kiosk	-	-	-	-	-	10.7	-	-	6	-	-
Social Club	-	-	-	-	-	10.7	-	-	11 or 19	-	1
<b>Discretionary Uses – Council</b>											
Athletic & Recreational Facility	-	-	-	-	-	10.7	-	-	6 or 12	-	1
Campground	-	-	-	-	-	10.7	-	-	-	-	-
Correctional Institution & Related Facilities	-	-	-	-	-	10.7	-	-	16	-	1
Excavating, Stripping and Grading <sup>3</sup>	-	-	-	-	-	-	-	-	-	-	-
Licensed Restaurant	-	-	-	-	-	10.7	-	-	7	-	1

<b>P – PARK</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>4</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>2, 5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Protective & Emergency Services	-	-	-	-	-	10.7	-	-	6	-	-
Public Assembly	-	-	-	-	-	10.7	-	-	6 or 12	-	1
Restaurant	-	-	-	-	-	10.7	-	-	7	-	1
Water Treatment Plant	-	-	-	-	-	10.7	-	-	10	-	1

**Notes on Development Standards for the table above (P – Park):**

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 Wherever possible, natural landscaping shall be retained, and if it is disturbed or replaced every effort shall be made to use the same or similar vegetation. Large uninterrupted walls shall be softened in appearance through the utilization of landscaping.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.



**Subsection 10.6.2**

<b>FUD – FUTURE URBAN DEVELOPMENT</b>											
	<b>Minimum Development Standards</b>								<b>Parking Standards <sup>3</sup></b>		
	Site Area (m <sup>2</sup> )	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
<b>Permitted Uses</b>											
Home Based Business	40,469	-	7.5	2	7.5	10.7	-	-	2	-	-
Non-Intensive Agriculture	40,469	-	7.5	2	7.5	10.7	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
<b>Discretionary Uses – Council</b>											
Accessory Buildings, Structures & Uses <sup>1</sup>	40,469	-	7.5	2	7.5	10.7	2	-	-	-	-
Excavating, Stripping and Grading <sup>2</sup>	40,469	-	-	-	-	-	-	-	-	-	-
One Unit Dwelling	40,469	-	7.5	2	7.5	10.7	5	-	2	-	-
Protective & Emergency Services	40,469	-	7.5	2	7.5	10.7	5	-	6	-	-

**Notes on Development Standards for the table above (FUD – Future Urban Development):**

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.

## Zoning Bylaw Amendment Rationale

Bylaw Amendment No.	Rationale
	<p>The following list of amendments focuses on the changes that are considered significant.</p>
b.	<p><b>Section 3.4.3 Change:</b> We have amended this regulation so that Shipping Containers no longer require Development Permits. Shipping Containers will continue to be subject to the current locational regulations and this will be monitored in consultation with the Building Division through Building Permits or through compliance processes. Currently, Shipping Containers are allowed in certain Commercial, Industrial and Special zoning districts, only to be located in a side or rear yard.</p> <p><b>Rationale:</b> Planning and Development Services finds limited benefit in requiring Development Permits for Shipping Containers and efficiencies will be made in coordinating a review of the placement of Shipping Containers with the Building Division.</p>
f.	<p><b>Section 4.17 Change:</b> We have amended this regulation so that sidewalk cafes and patios, which are allowed in combination with food/restaurant related uses, may be located in the front, side or rear yard (setback) of a site.</p> <p><b>Rationale:</b> As sidewalk cafes and patios are typically located along the front or side of a business, providing more flexibility in where they can be placed makes site design/placement better.</p>
m. and q.	<p><b>Section 6.4.2 and 6.5.2 Change:</b> We have amended the side yard setback regulations for multi-unit dwellings in the R3 and R4 Zoning Districts so that the setbacks scale appropriately, or are based on the height of the building. New regulation, “Multi-Unit Dwellings shall have a side yard setback of 3 metres or half the height of the abutting wall, whichever is less.”</p> <p><b>Rationale:</b> Language similar to this was used successfully in the previous Zoning Bylaw and over the years several appeals have been granted that reduce the side yard setback of multi-unit dwellings (buildings with 3 or more dwelling units) to the distances we have proposed above.</p>
w.	<p><b>Section 7.1.14(b) Change:</b> We have amended this regulation to include language that ensures current liquor store sites are considered “conforming”. Amended regulation, “A Liquor Store shall not be located within 500 metres of any other Liquor Store, provided that this restriction shall not apply to sites with lawfully operating Liquor Stores prior to September 30<sup>th</sup>, 2019.”</p> <p><b>Rationale:</b> Because the original distance restriction was intended to apply to new liquor stores on new sites, this amendment ensures that sites with existing, operating liquor stores are not affected and can renovate or redevelop, on the same site, in a typical manner.</p>
y. aa. cc. ee. gg. ii. yy. and aaa.	<p><b>Section 7.2.2 – 7.7.2, 9.3.2 and 10.2.2 Change:</b> We have amended the use classification for Private School in all Commercial Zoning Districts, the Small and Large Lot Light Industrial Zoning Districts, the Institutional Medical and Airport Zoning Districts from Discretionary – Council to Discretionary – Development Officer.</p> <p><b>Rationale:</b> Because this use is considered relatively low impact in the Zoning Districts it is allowed in, simplifying the permit process is recommended. In the event an application comes forward that is more complex, Administration can still refer the permit to Council for consideration.</p>

<p>ooo. uuu. and yyy.</p>	<p><b>Definition Changes:</b> We have amended the definitions for Social Club, Health Club and Private School. New Definitions:</p> <p><b>“social club</b> means the use of a building, or a portion thereof, by members of a group, club or organization to participate in passive recreational, social or cultural activities, which may include rooms to hold meetings, events and classes, or provide space for the consumption of food and alcohol, but does not provide for uses that would be considered a health club;”</p> <p><b>“health club</b> means the use of a building, or a portion thereof, for the provision of active recreation or physical training space, which may include one or both of the following:</p> <ul style="list-style-type: none"> <li>a) activities such as aerobic exercise, walking, running, the use of exercise equipment, game courts or other similar activities; or</li> <li>b) classes to train participants in a specific sport or discipline, including karate, dance, yoga, or another similar activity;”</li> </ul> <p><b>“private school</b> means the use of land, a building, or a portion thereof, which meets provincial requirements, but does not secure the majority of its funding from taxation or any government agency, for elementary, secondary, post-secondary or other forms of education and training. This may include vocational and commercial schools, or other similar schools;”</p> <p><b>Rationale:</b> By amending these definitions, it clarifies that an art studio (for example) would be considered a social club, and a karate club or dance studio (for example) would be considered a health club, not a private school. This change is recommended as the land use impacts (primarily how parking is calculated) of social club and health club can differ quite a bit compared to private school.</p>
<p>ppp. and rrr.</p>	<p><b>Definition Addition and Change:</b> A definition for the use “mobile home” is being added to the Zoning Bylaw. The definition for “one unit dwelling” will also be amended to state that a mobile home is not considered a one unit dwelling.</p> <p><b>“mobile home</b> means a dwelling unit that conforms to Canadian Standards Association’s (CSA) Standard No. Z240 for mobile homes or to such standards as may have been defined by the CSA for mobile homes at any time subsequent to the definition of the standard set out as Z240.”</p> <p><b>“one unit dwelling</b> means a detached building containing a single dwelling unit, which shall not include mobile homes;”</p> <p><b>Rationale:</b> While inquiries about mobile homes are rare, it is recommended that the language pertaining to how they are managed be clear. Mobile Homes are defined by the legislation that regulates them, which what this definition is based on. Mobile homes are not permitted to be used in the city.</p>
<p>ww. yy. ccc. eee. ggg. and sss.</p>	<p><b>Section 9.2.2, 9.3.2, 10.3.2, 10.4.2, 10.5.2 Change and Definition Addition:</b> The use “parks and playgrounds” will be defined and added to the Institutional, Agricultural, Conservation and Park zoning districts.</p> <p><b>Rationale:</b> While the city has many parks, most, if not all, of which are City owned, the use had not been defined or included in the Zoning Bylaw.</p>

**RPT 22-182**

**TITLE:** Offer to Purchase 26 Hadley Road

**DATE:** April 14, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That the offer to purchase 26 Hadley Road, legally described as lot 1, Block 170, Plan 101181485 Ext 0, for \$85,000 plus GST, be denied.

**TOPIC & PURPOSE:**

The purpose of this report is to deny the offer to purchase made for 26 Hadley Road.

**BACKGROUND:**

Administration has been in contact with the inquiring party intermittently over the past few years, discussing the pricing of the lots in Crescent Acres, as well as the price of this particular lot. More recently, they submitted an offer to purchase that is below the current asking price and Administration advised that if this offer were to go forward for Council consideration it would be brought with a recommendation to deny.

In spring 2021, Administration completed an extensive review of the City owned lot pricing in Crescent Acres. As a result of this review, City Council further reduced the lot prices (having already reduced lot pricing in February 2020) to a total of 20% off the original pricing. See attached reports: PRT 20-99 - Land Pricing Review and RPT 21-196 - 2021 Land Pricing Review – Crescent Acres 4(a) Subdivision.

26 Hadley Road was originally listed for sale for \$119,900, and is currently listed for sale for \$95,920. This is a price reduction of \$23,980 or 20% off. The offer to purchase of \$85,000 plus GST represents a further price reduction of \$10,920 or a total discount of 29%.

**PROPOSED APPROACH AND RATIONALE:**

As noted above, the City has already reduced the price of the lots in this area multiple times and our current inventory includes similar lots listed below the price offered. As well, in reviewing other, similar lots on the market (see below), the price of 26 Hadley Rd. appears to be within what would be considered fair market value based on the lot's characteristics and location (see also the attached location maps):

- 26 Hadley Road: 0.14 acres, irregular shaped end lot, abuts park space and one developable lot, asking price of \$95,920;
- 22 Hadley Road (immediately south across the road from 26 Hadley Road): 0.16 acres,

- irregular shaped corner lot, abuts two developable lots, asking price of \$79,920;
- 134 Hadley Road: 0.14 acres, irregular shaped corner lot, abuts one developable lot, sold for \$97,655.00;
- 841 Madsen Place (Amigo Subdivision): 0.2 acres, irregular shaped lot, abuts two developable lots, asking price of \$63,000;
- 27 Gurney Cres (Adanac Pointe): 0.26 acres, irregular shaped lot, abuts two developable lots, asking price of \$74,900; and
- Lot 10, Brown Bay (Country Residential): 5.27 Acres, irregular lot, abuts developable lots on both sides, \$99,900.

Since 2020, the City has sold seven properties at the 20% reduced price. Prior to, lots were sold at the original price, and for the sake of comparison, the lots on Smiley Drive were priced similarly to the ones on Hadley Road (between \$80,000 and \$110,000 – similar product).

Although lot sales have slowed in Prince Albert and area over the past few years, the current pricing for this lot represents the product being sold and a considerable number of lots in Crescent Acres have already been sold at this price or higher. Administration recognizes that buying a lot and building a home is a significant investment and that the current market circumstances make building a home very challenging, but when we consider that the development of the lots in Crescent Acres represents a ratepayer investment, not a private one and we have lots for sale below the price offered, it is difficult to justify arbitrary price adjustments to help offset individual affordability, in this instance.

#### **CONSULTATIONS:**

Planning and Development Services discussed this offer to purchase internally, which resulted in the recommendation to deny.

Administration also advised the inquiring party that if they wished to proceed with this offer it would be accompanied by a recommendation to deny.

#### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The inquiring party shall be notified of Council's decision.

#### **FINANCIAL IMPLICATIONS:**

As noted above, the original price of this lot was \$119,900 and it is currently for sale for \$95,920. This represents a price reduction of \$23,980. If this lot were to be sold at the price offered, there would be a further revenue loss of \$10,920.

#### **POLICY IMPLICATIONS:**

In accordance with the Public Notice Bylaw No. 24 of 2015, should City Council wish to consider any offers made on any property that are below what is considered "fair market value", and where a public offering has not been completed, Public Notice prior to is required:

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

In this case, if City Council wishes to approve the offer a further report will be brought forward once public notice was completed.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no options to the recommendation, policy or privacy implication to consider with this report.

**STRATEGIC PLAN:**

This report addresses the “Economic Development” Strategic Strategy, specifically the Planning and Implementation Goal.

This report supports Corporate Sustainability by reviewing and reporting accurately on the current state of the housing market and the City’s land pricing.

**OFFICIAL COMMUNITY PLAN:**

Section 15.8 Planning and Development Services.

Planning and Development Services manages land sales, assembly and development, and has a portfolio of surplus land that could be considered for development under a number of policy scenarios.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

As noted above, should City Council wish to consider this offer for approval, Public Notice, in accordance with Section 5(1) of the Public Notice Bylaw No. 24 of 2015 is required as follows:

- Notice shall be published in a local newspaper circulated in the City seven (7) days prior to the City Council meeting at which the matter is considered;
- Notice shall be posted on the bulletin board at City Hall (7) days prior to the City Council meeting at which the matter is considered; and
- Notice shall be posted on the City’s Website (7) days prior to the City Council meeting at which the matter is considered.

**PRESENTATION:** None

**ATTACHMENTS:**

1. RPT 20-99 - Land Pricing Review
2. RPT 21-196 - 2021 Land Pricing Review – Crescent Acres 4(a) Subdivision
3. Location Plan with Aerial - Crescent Acres and Adanac Pointe
4. Crescent Acres Phase 4a Reduced Price and Sales Map
5. Location Plan with Aerial - Amigo and Country Residential

Written by: Leanne Fyrk, Property Coordinator

Approved by: Director of Planning and Development Services & City Manager

***RPT 20-66***

**TITLE:** Land Pricing Review

**DATE:** **January 31, 2020**

**TO:** Executive Committee

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That the following be forwarded to City Council for consideration:

1. That the price for vacant lots for sale, owned by the City of Prince Albert in the Crescent Acres Neighbourhood be adjusted by the 20% Franchise Fee.

**TOPIC & PURPOSE:**

The purpose of this report is to review the lot sales in the Crescent Acres.

**BACKGROUND:**

The City of Prince Albert began developing lots for sale within the community to assist in meeting the demand for more new home construction. Initially, a cost recovery method was used to establish pricing of these lots.

In 2007, during budget deliberations, reserves were allocated for city parks, housing programs, planning and franchise fees, etc. This increased the sale prices, and established a margin of profit.

Council resolution #0577, dated August 13, 2007 states the following

“3. That an additional ten percent (10%) be added to all land sales prices, effective immediately, to go towards repaying the balance owing the General Operating Fund.”

Similar to this, in 2011, during budget deliberations, provisions for RAW land of \$5,000 per acre to purchase new land for development and development levies were then added to the pricing

structure. This was also included in the report to Council, in 2012 Council where an additional Housing Reserve was approved.

Council resolution 0468, dated June 11, 2012 states the following:

“1. That effective June as, 2012, a 4% fee will be added to all City of Prince Albert Land Developments, which funds shall be placed in a Housing Reserve”.

Upon review and market conditions, in 2014, the City implemented the market value pricing method for the Smiley Drive Subdivision and prices were based on location of lot, size of lot and perceived values, while maintaining the approved allocations and realizing additional revenues to the Land Fund.

Council resolution #0157, dated March 10, 2014 states the following:

“1. That the Lot Pricing Schedule, as attached to the Report from the Property Coordinator II dated February 24, 2014, be approved”.

Continuing in 2015, the market value pricing method was established in Crescent Acres Phase 4(a) and approved.

City Council Special Meeting resolution #0162, dated March 23, 2015 stated the following:

“1. That prices be established at Fair Market Value for the City owned properties located in the Crescent Acres Phase 4a”.

## **PROPOSED APPROACH AND RATIONALE:**

Current pricing methods have been developed with a combination of cost recovery and market value pricing to remain competitive with the private sector. These expenses and revenues include the following:

### EXPENSES: (actual costs incurred)

Professional Fees

Infrastructure & grading

Utility company services

Road construction

Repairs: unforeseen breakages, damages, etc.

Parks: trees and boulevards, walkways, landscaping, additional reserves to Community

Services

Concrete, asphalt, weeping tile, curbing, etc.

### Additional fees built into sale price

RAW land                      \$5,000 per acre

Offsite Levies                \$39,810 per acre (variable)

(Additional allocations which are added profits)



Franchise Fee	20% of expenses (actual costs incurred)
Premium Fee	10% of expenses (actual costs incurred)
Planning/Marketing	5%
Community Services	5%
Housing Fund	4%

Once the above fees are allocated appropriately, revenues are collected and retained in the Land Fund.

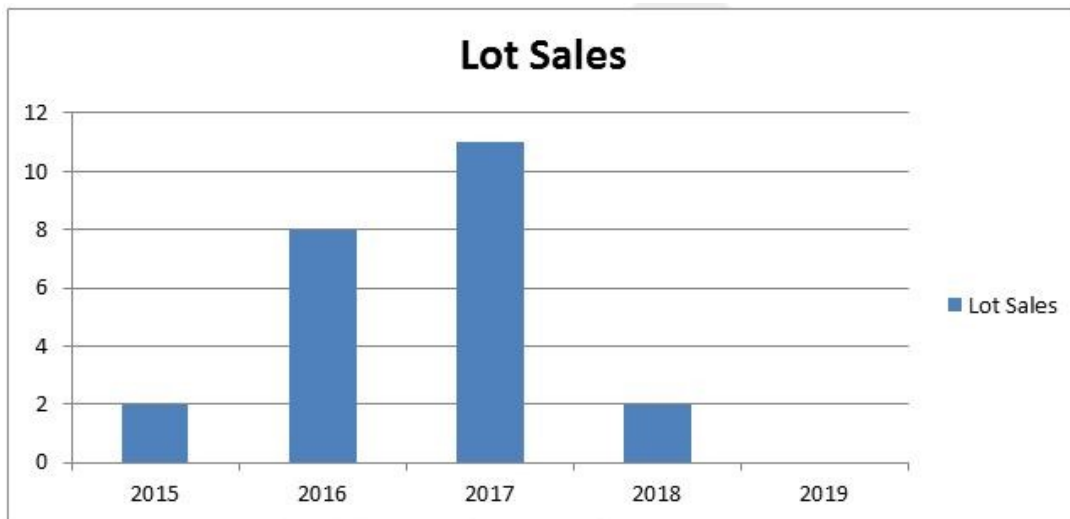
Upon reviewing the websites and signage, the pricing of comparable vacant lots of private developers varies as follows:

- a) Lake Estates ranges from \$94,900 to \$119,900 with 13 lots available;
- b) Woodbridge Drive start at \$82,900 with 17 lots available;
- c) Adanac Pointe ranges from \$93,900 to \$138,900 with 4 lots available.

Similar lot comparisons:

<b>Development</b>	<b>Size</b>	<b>per SF</b>	<b>address</b>	<b>Sale Price</b>
City of Prince Albert	6,987 SF	\$15.17 SF	111 Hadley Road	\$99,900
Woodbridge Drive	6,880 SF	\$13.06 SF	2640 Woodbridge Dr.	\$89,900
Lake Estates	6,128 SF	\$15.48 SF	826 Kerr Cove	\$94,900
Adanac Pointe	6,541 SF	\$14.35 SF	17 Gurney Cres.	\$93,900

The trend of lot sales in Crescent Acres over the last 5 years is as follows:



(Lots sold in 2015 and 2018 were at regular price. Lots sold in 2016 and 2017 were sold at discounted. No lots sold in 2019. One lot is on hold at a \$500 non-refundable deposit for 2020).

Currently there are 38 vacant lots in Crescent Acres available for sale with an additional 77 ready to bring onto the market.

Although Administration is currently undertaking a complete review of the land fund, in the interim it is still necessary to explore opportunities to reduce the prices of City owned lots in order to spur development in the housing market. Administration has reviewed options for reducing the pricing on City owned lots, these are as follows:

Current Market Value	Option 1		Option 2		Option 3	
	20% Franchise Fee per lot	Adjusted Pricing by 20%	10% Premium Fee per lot	Adjusted Pricing by 10%	Franchise Fee plus Premium Fee	Adjusted pricing by 30%
<b>\$97,900</b>	\$12,665	<b>\$85,235</b>	\$6,332	<b>\$91,568</b>	\$18,997	<b>\$78,903</b>
<b>\$99,900</b>	\$12,665	<b>\$87,235</b>	\$6,332	<b>\$93,568</b>	\$18,997	<b>\$80,903</b>
<b>\$114,900</b>	\$12,665	<b>\$102,235</b>	\$6,332	<b>\$108,568</b>	\$18,997	<b>\$95,903</b>
<b>\$119,900</b>	\$12,665	<b>\$107,235</b>	\$6,332	<b>\$113,568</b>	\$18,997	<b>\$100,903</b>

(Additional allocations percentages are based on the Average Cost per lot. Also refer to the attached maps for pricing).

As such, comparing to the prices of similar lots for sale owned by private developers, administration is suggesting an adjustment of the 20% Franchise Fee as described above.

This equates to approximately a 13% overall price reduction.

#### **CONSULTATIONS:**

Administration has reviewed options internally between the departments of Planning and Development Services, Financial Services and Public Works.

#### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Any sale price changes will be reflected through advertising of various internal materials and media.

#### **POLICY IMPLICATIONS:**

Land Administration Policy No. 87, March 6, 2017

1. Policy
  - 1.01 All properties owned by the City of Prince Albert which are not required for present or future Civic purposes or programs may be disposed of, or developed in such a manner as to bring maximum economic, environmental or social benefit to the City.

2. Purpose

2.01 The Land Administration Policy is to establish guidelines for sales, acquisitions, or development of City owned properties.

**FINANCIAL IMPLICATIONS:**

Reducing the pricing of the current marketed lots will affect the future pricing of the next 77 lots in Phases 4(b) and 5.

Reserves are profits for the City and these would be reduced but not entirely lost.

Sale Price	\$88,523
Costs incurred	(\$63,324)
Reserves (Planning, parks, housing, raw land, marketing, community services)	(\$18,077)
Levies	(\$7,122)
Net Profit/Loss	0

**OTHER CONSIDERATIONS/IMPLICATIONS:**

No privacy implications or other considerations.

**STRATEGIC PLAN:**

This report address the “Economic Development” Strategic Strategy, specifically the Planning and Implementation Goal.

This report supports sustainable growth whereby the City will anticipate, encourage and prepare for growth and be responsive to the needs of our community.

**OFFICIAL COMMUNITY PLAN:**

Section 15.8 Planning and Development Services.

Planning and Development Services manages 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:**

There are other pricing options for vacant lot for sale in the Crescent Acres Neighbourhood and are as follows:

1. adjustment by the 10% Premium Fee; or,
2. adjustment by 30% (20% Franchise Fee plus 10% Premium Fee); or,
3. leave as is, at the current pricing

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**PRESENTATION:**

PowerPoint Presentation by Craig Guidinger, Director of Planning and Development Services.

**ATTACHMENTS:**

- a) Location map -Crescent Acres, City owned land, pricing information
- b) Location map - Woodbridge pricing information
- c) Location map - Lake Estates pricing information
- d) Location map - Adanac Pointe, pricing information
- e) Crescent Acres - adjusted 10% Premium Fee pricing information
- f) Crescent Acres - adjusted 20% Franchise Fee pricing information
- g) Crescent Acres - adjusted 30% (20% Franchise Fee plus 10% Premium Fee) pricing information
- h) Power Point Presentation

Written by: Leanne Fyrk, Property Coordinator II

Approved by: Director of Planning and Development Services, Director of Public Works,  
Director of Finance & City Manager

**RPT 21-196**

**TITLE:** 2021 Land Pricing Review - Crescent Acres 4(a) Subdivision

**DATE:** April 21, 2021

**TO:** Executive Committee

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That the following be forwarded to City Council for Consideration:

1. That the price for vacant lots for sale, owned by the City of Prince Albert in Crescent Acres Neighbourhood Phase 4(a), be reduced by 20% from the original Sale Price.

**TOPIC & PURPOSE:**

The purpose of the report is to review the pricing of lots in the Crescent Acres Phase 4(a) and re-establish pricing to rectify the misunderstandings on how the reduced pricing had worked.

**BACKGROUND:**

At a City Council meeting in February 2020, Resolution 0094, was approved as follows:

*“That the price for vacant lots for sale owned by The City in the Crescent Acres Neighbourhood be adjusted by the twenty percent (20%) Franchise Fee.”*

**PROPOSED APPROACH AND RATIONALE:**

As described in the 2020 report, lot prices were to be reduced by eliminating the 20% franchise fee, based on the capital costs to develop the lots for sale. Overall (the remaining lots at the time), this resulted in approximately a 13% total price reduction for each lot. The reserve allocations, etc. were not meant to be included in the reduction.

**EXAMPLE:**

Capital costs to develop	\$65,000
Franchise fee (20% capital costs)	\$13,000
Other fees, reserve allocations	\$22,000
Total Lot Price	\$100,000

Using the above information as an example, waiving the 20% franchise fee results in an overall reduction of 13%.

Unfortunately, it was understood by some members of Council and the public that a full 20% reduction per lot had been applied. Therefore, offers to purchase represented this understanding, which were ultimately approved by City Council. During 2020, a total of two (2) lots had been sold at this reduced price, and an additional lot was sold at the full asking price.

The Department of Planning and Development Services will be completing a full comprehensive review of our land pricing model in the coming months, but in the interim it is being requested by administration that an additional 7% be deducted off of the price of our lots so that we are consistent with past decisions by City Council.

The new pricing of properties is as follows:

# properties affected	Original Sale Price	13% Discount Current Price	20% Discount Recommended	Total Reduction per lot
3	\$97,900	\$89,900	<b>\$78,320</b>	<b>\$19,580</b>
9	\$99,900	\$89,900	<b>\$79,920</b>	<b>\$19,980</b>
21	\$114,900	\$99,900	<b>\$91,920</b>	<b>\$22,980</b>
4	\$119,900	\$104,900	<b>\$95,920</b>	<b>\$23,980</b>

Thirty-Seven (37) lots remain to be sold in the CA4(a) Subdivision, of these, five (5) are currently on a hold basis and would benefit from a further reduction in the cost of the land. Stated by the purchasers, the added savings would assist tremendously due to the rising costs of construction, without this they may back away from the purchase of a lot. Although the construction industry continues to be stagnant, and materials continue to increase substantially, it is uncertain if a further reduction would encourage more new home builds.

**FINANCIAL IMPLICATIONS:**

By reducing the Sale Price further as requested in this report for the remaining 37 lots, at an average total cost per lot of \$22,082. Revenues will still be realized through these property sales and allocations will continue to be: 4% Planning; 5% Parks; 4% Affordable Housing; future Raw Land Purchases; and Offsite Levies.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no privacy, policy or other considerations.

**STRATEGIC PLAN:**

This report addresses the “Economic Development” Strategic Strategy, specifically the Planning and Implementation Goal.

This report supports sustainable growth whereby the City will anticipate, encourage and prepare for growth and be responsive to the needs of our community.

**OFFICIAL COMMUNITY PLAN:**

Section 15.8 Planning and Development Services.

Planning and Development Services manages 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.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

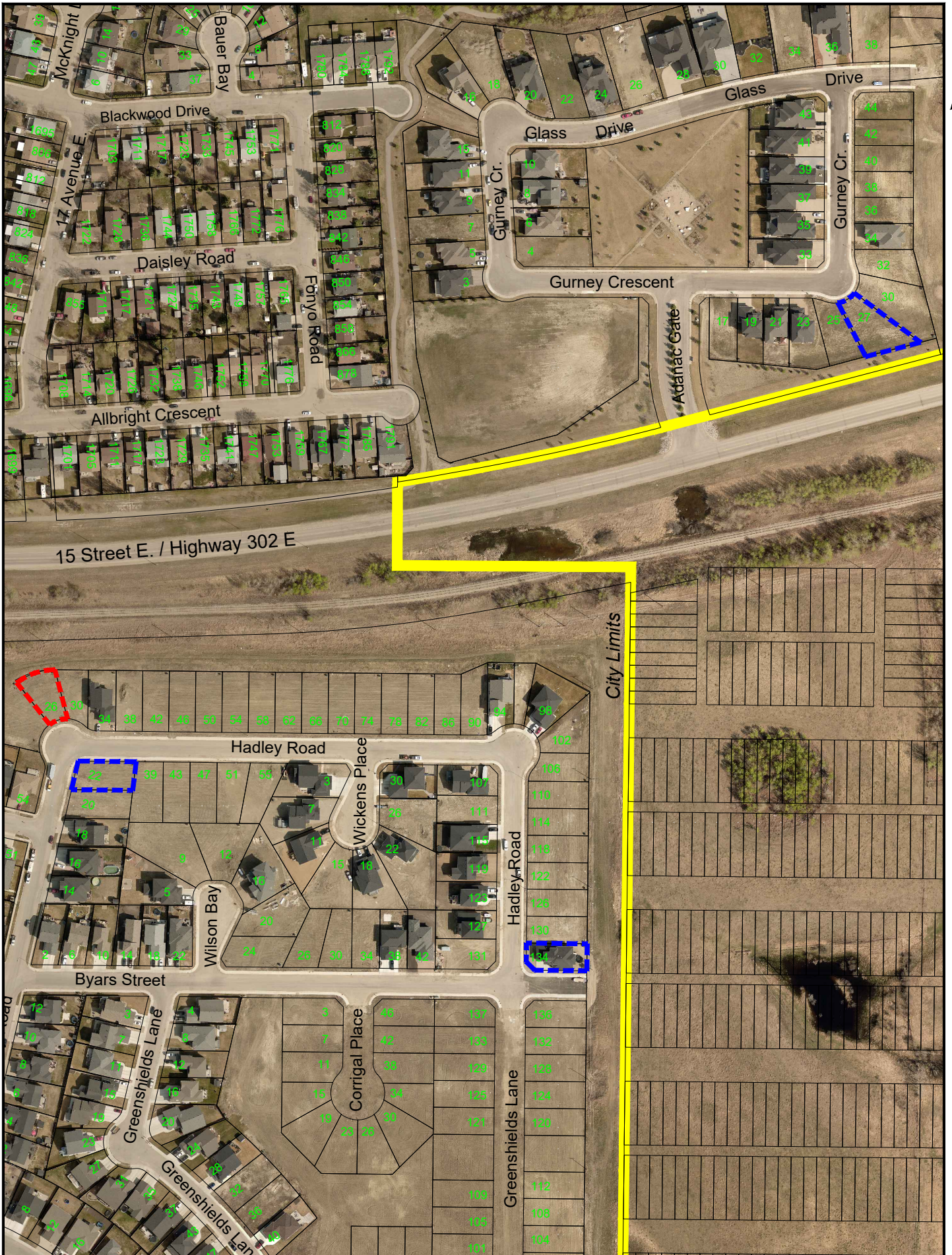
**PRESENTATION: Verbal by Craig Guidinger, Director of Planning and Development Services**

**ATTACHMENTS:**

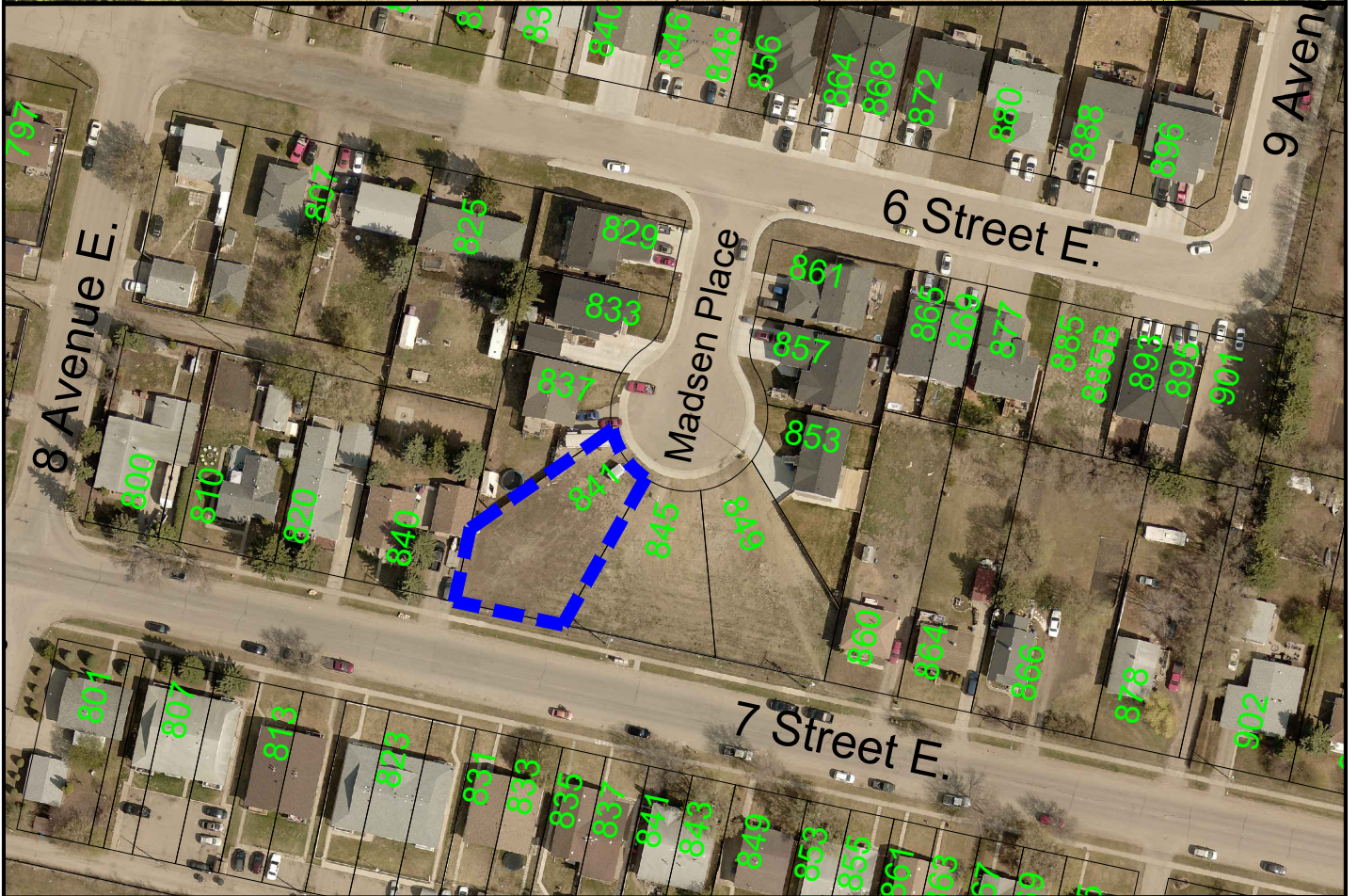
1. Pending Sales at 20% Reduced Price
2. Location Map - 20% Reduced Price

Written by: Leanne Fyrk, Property Coordinator II

Approved by: Director of Planning and Development Services & City Manager







PLANNING & DEVELOPMENT SERVICES

10 Brown Bay & 841 Madsen Place

Subject Property Identified With A Bold Dashed Line

April 14, 2022 JV

NORTH

NORTH

SOUTH

SOUTH

PLANNING & DEVELOPMENT SERVICES

February 16, 2022



Crescent Acres Phase 4a - New Pricing at 20% Reduced Pricing

**TITLE:** Prince Albert Elected Official Compensation Review Commission

**DATE:** April 19, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That Bylaw No. 14 of 2022, a Bylaw to establish an Elected Official Compensation Review Commission be introduced and receive three (3) readings.
2. That the following individuals be appointed as members of the Elected Official Compensation Review Commission:
  - Stan Loewen
  - Arne Lindberg
  - Brenda Mishak
3. That the remuneration for members of the Elected Official Compensation Review Commission be set at the amounts as outlined below in this report, to be funded from the Fiscal Stabilization Fund.

**TOPIC & PURPOSE:**

To purpose of this report is to establish and appoint an Elected Official Compensation Review Commission as an Independent Review Commission to undertake a review of the remuneration and benefits for members of Council.

**BACKGROUND:**

The Cities Act Section 56(1) specifies that members of City Council are expected to set their own compensation, benefits and allowances:

*“56(1) Each member of council is to be paid any remuneration and benefits and any reimbursement or allowances for expenses that may be fixed by the council.”*

At the November 2, 1988 City Council meeting, a motion was passed to appoint three (3) members to review the Aldermanic and Mayoral Indemnity Payments. The review was undertaken and a report dated February 27, 1989 was provided outlining the following:

1. Interviews with various cities in similar population size regarding their remuneration process;
2. Interviews with the City Commissioner and Director of Finance; and,
3. Interviews with members of Council considered to be senior in years of municipal council service.

It was agreed to adopt a benchmark, being a percentage of a Saskatchewan Cabinet Minister's annual indemnity, including an annual expense allowance and annual extra duties allowance.

In further review of the City's records, there have been discussions and plans to review Council's remuneration, however, nothing formal was ever adopted. The remuneration has remained the same since the first review in 1988 to follow a percentage of the Saskatchewan Cabinet Ministers, with increases to the percentages throughout the years.

**PROPOSED APPROACH AND RATIONALE:**

Over the last number of years, it has been noted that members of Council receive minimal compensation for the amount of time required to dedicate to the following:

- attendance at multiple Council and Committee meetings;
- attention to members of the public on matters relayed to them; and,
- training that is required to understand municipal government responsibilities.

Compensation for members of Council can be a controversial subject, and this is especially true when those members of City Council are expected to set their own remuneration as set out in *The Cities Act*. It has been said that it is clearly a “no-win” situation for City Council.

As noted above, City Council has avoided continuous remuneration review by simply adopting a process for salary compensation increases that are based on a percentage of the salary compensation approved for Saskatchewan Provincial Cabinet Ministers. This is a practice utilized in other Municipalities.

In addition to the base remuneration paid to members of Council, there are other remuneration that is provided to members of Council, such as per diems, deputy mayor allowance and benefits. Attached is a one page Summary, along with an excerpt from the 2020 Municipal Handbook in relation to Council Remuneration, Benefits and Allowances which provides an overview of the financial compensation provided to members of Council.

To alleviate the “no-win” situation or a negative perception of members of Council reviewing, recommending and approving their own remuneration, it is recommended that an Independent Review Commission be established to undertake a review and provide recommendations to City Council. The Cities of Saskatoon and Regina have utilized this same process by establishing a Municipal Review Commission by Bylaw, as attached. Although, the Saskatoon Municipal Review Commission reviews a number of matters associated with City Council, such as elections, Code of Conduct and remuneration, allowances and benefits, we are only recommending a review of remuneration, allowances and benefits at this time.

#### Establishment of Commission

For Prince Albert, the Prince Albert Elected Official Remuneration Review Commission would be established by Bylaw to inquire into and make recommendations to Council on the remuneration, allowances, benefits and expenses paid to members of Council.

The Commission would:

1. Be comprised of not less than three (3) residents of Prince Albert.
2. Be comprised of members appointed until the final report is forwarded to City Council for consideration.
3. Not be permitted to contain any member of Council or any City employee.
4. Contain provisions should a vacancy occur.
5. Allow for the Chairperson to be chosen from within the membership of the Commission, by the membership of the Commission. The Chairperson shall direct and supervise all actions of the Commission and shall preside at meetings.
6. Allow for quorum to be established by a majority of members.
7. Provide for remuneration for performance of their duties, similar to the remuneration provided to members of the Board of Revision.

8. Provide for a secretary, who shall be the City Clerk, or whomever the City Clerk delegates, to keep and care for all applicable records, call meetings, and any other applicable proceedings.

### Mandate of Commission

The Commission shall inquire into and make recommendations with respect to all of the following:

- Salaries to be paid to the Mayor and Councillors;
- Remuneration to be paid to a Councillor appointed as Deputy Mayor;
- Vacation leave;
- Health and Disability Benefits;
- Pension Benefits and Additional Retirement Benefits;
- Per Diem Allowance;
- Car Allowance;
- Travel Allowance;
- Home or Office Support Services;
- Communication Allowance;
- Technology Allowance;
- Designation of an Election Period; and,
- Proper Use of a Member of Council's Communication Allowance prior to an Election.

### Commission Remuneration

Commission members will receive remuneration similar to the remuneration paid to members of the Board of Revision, which is as follows:

Type of Activity	Definition/Description	Remuneration
<b>Meetings &amp; Hearings</b>	Refers to time spent at Board meeting or hearings only.	Chair - \$175 for ½ day Member - \$150 for ½ day Chair - \$325 for full day Member - \$300 for full day
<b>Preparation for Hearings</b>	Refers to time spent reviewing material before meetings.	All members - \$75 for ½ day \$150 for full day
<b>Deliberations</b>	Refers to time spent consulting with Commission members regarding composing a decision, which includes communications either electronically or personally.	All members - \$150 for ½ day \$300 for full day
<b>Decision Writing</b>	Refers to the member designated by the Commission to write the final decision.	All members - \$100 for every decision written

- ½ day refers to any time of 4 hours or less
- Full day refers to any time exceeding 4 hours in a 24 hour period

### Report Back to City Council

The Commission would be required to report back to City Council with their recommendations for Council's consideration.

Once it receives a report, City Council could accept, modify or reject the recommendations in whole or in part.

### Appointments

Mayor Dionne consulted with members of the Management Committee to consider individuals that would be best suited for appointment to the Commission. The following members were suggested based on their extensive professional experience, knowledge and educations and are being put forward by the Mayor for consideration by City Council:

- Stan Loewen
- Arne Lindberg
- Brenda Mishak

The individuals that are being recommended have been contacted and have all indicated their willingness to serve on the Commission.

### **CONSULTATIONS:**

Currently, the following consultations that have been undertaken with respect to this matter are as follows:

- Receiving comments and suggestions from members of Council in regards to the composition and mandate of the Commission;
- Review with members of the Management Committee suggested members to fulfil the responsibilities of the Commission;
- Review with recommended members of the Commission as to their willingness to assume Commission responsibilities; and,
- Review of the compensation process undertaken by the Cities of Saskatoon and Regina.

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Once the Bylaw and Policies are approved, Administration will place them on The City's Website for City Council, Administration and the public to access and review.

In addition, correspondence will be forwarded to all individuals to confirm their appointment and the City Clerk, as Secretary, will organize the necessary research and meetings for the Commission.

**POLICY IMPLICATIONS:**

If City Council approved any changes to the remuneration or benefits suggested by the Commission in its final report, the City Clerk will bring forward a Council Policy that amalgamates all the remuneration and benefits for members of Council into one (1) official document.

**FINANCIAL IMPLICATIONS:**

The estimated cost for compensation to the Commission based on the remuneration noted above and the estimated time previously allocated for the Ward Boundary Review would be approximately \$2,000. The remuneration for the Commission was not budgeted for in the 2022 Budget, therefore, the minimal compensation suggested for the Commission would have to be paid from fiscal stabilization.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no options to the recommendation, privacy implications, or other considerations.

**STRATEGIC PLAN:**

1. The City's Strategic Goal of Corporate Sustainability:

"The City recognizes that a well-functioning organization needs to be clear on the roles and functions of Administration and Council, understand the core principles and behaviors of good governance, and commit to continued improvement in governance and organization."

2. The City's Strategic Core Value of Accountable and Transparent:

"We will make decisions based on clear and proactive criteria and we will provide information that is relevant, accessible, timely and accurate."

**OFFICIAL COMMUNITY PLAN:**

Section 14 – Finance outlines the following relevant goal and policies:

Maintain effective management, efficiencies and accountability of the City's fiscal budgets and operations:



Ensure City financial policies and practices are consistent with the Official Community Plan

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required at this time to establish a Commission.

However, if City Council determines, after final review of the Commission's report, that the remuneration or benefits to members of Council should be changed, public notice pursuant to Subsection 4(k) of the Public Notice Bylaw No. 24 of 2015, would be required prior to any remuneration or benefit changes being approved by City Council.

**ATTACHMENTS:**

1. Bylaw No. 14 of 2022, a Bylaw to establish an Elected Official Compensation Review Commission
2. Prince Albert Summary of Allowances & Benefits for Members of Council
3. Prince Albert 2020 Council Handbook – Remuneration, Benefits & Allowances
4. Prince Albert Report of the Committee to Review the Aldermanic and Mayoral Indemnity Payments dated February 27, 1989
5. Saskatoon Bylaw No. 9242 – Municipal Review Commission
6. Saskatoon Council Policies – Remuneration, Communications and Constituency Relations Allowance, and City Councillors' Travel and Training
7. Regina Bylaw No. 2020-35 – Compensation Review Commission
8. Regina Bylaw No. 2001-108 – City Council Remuneration

Written by: Terri Mercier, Acting City Clerk

Approved by: City Manager

# CITY OF PRINCE ALBERT BYLAW NO. 14 OF 2022

*A Bylaw of The City of Prince Albert to establish an Elected Official Compensation Review Commission in The City of Prince Albert.*

WHEREAS pursuant to Section 55 of The Cities Act, a Council may pass bylaws in relation to the establishment and function of Council Committees and other bodies, and the procedures to conduct business at its meetings;

AND WHEREAS pursuant to Section 56 of The Cities Act, each member of Council is to be paid any remuneration and benefits and any reimbursement or allowances for expenses that may be fixed by the Council;

AND WHEREAS it is deemed in the public interest to establish an independent review commission to undertake a review and provide recommendations to City Council on remuneration, benefits and allowances to be paid to members of Council;

NOW THEREFORE THE COUNCIL OF THE CITY OF PRINCE ALBERT IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

## **Title**

1. This Bylaw may be cited as the Elected Official Compensation Review Commission Bylaw.

## **Purpose**

2. The purpose of this Bylaw is to establish an independent commission to review the remuneration and benefits and any reimbursement or allowances for expenses to be paid to members of Council.

## **Definitions**

3. In this Bylaw:

- (a) “City” means The City of Prince Albert.
- (b) “City Clerk” means the person appointed as City Clerk pursuant to The Cities Act and includes the duly authorized representative or designate of such person.
- (c) “Commission” means the Elected Official Compensation Review Commission established pursuant to this Bylaw.
- (d) “compensation package” means the following:
  - (i) the salaries to be paid to members of Council;
  - (ii) remuneration to be paid to a Councillor appointed as Deputy Mayor;
  - (iii) vacation leave;
  - (iv) health and disability benefits;
  - (v) pension benefits and additional retirement benefits;
  - (vi) per diem allowances;
  - (vii) car allowance;
  - (viii) travel allowance;
  - (ix) home or office support services;
  - (x) communication allowance;
  - (xi) technology allowance;
  - (xii) designation of an election period; and,
  - (xiii) proper use of a member of Council’s Communication Allowance prior to an Election.
- (e) “Council” means the Mayor and Councillors of the City elected pursuant to the provisions of The Local Government Elections Act.
- (f) “Member” means a member of the Elected Official Compensation Review Commission.

## **Establishment & Mandate**

4. The Elected Official Compensation Review Commission is hereby established.

5. The Commission shall be appointed by Council and shall have the following mandate:
  - (a) to review and report on the current compensation package of Council members;
  - (b) to conduct an interjurisdictional review of the compensation packages of council members in other similarly situated municipalities; and,
  - (c) to report and make recommendations to Council on possible changes to the compensation package.

### **Appointment, Term & Composition**

6. The Commission shall be comprised of not less than three residents of the City appointed by resolution of Council.
7. A member of the Commission holds office at the pleasure of Council.
8. No person who is a member of Council, an immediate family member to a member of Council, or an employee of the City shall be appointed as a member of the Commission.
9. The term of office for the Commission members appointed by resolution of Council expires when the Commission has provided its report and recommendations to Council and Council has made a decision as to the compensation package.

### **Quorum, Vacancy & Removal**

10. Quorum of the Commission shall be a majority of the members appointed to the Commission.
11. Subject to the requirements of a quorum, a vacancy in the membership of the Commission shall not impair the power of the remaining members to act.
12. A member of the Commission may be suspended or removed by Council at any time and another person may be appointed by Council to act in place of the suspended or removed member.

### **Meetings**

13. The Commission will meet at the call of the Chairperson.

14. The Commission may establish its own meeting procedures.

**Secretary**

15. The City Clerk, or designate, shall act as the secretary of the Commission and provide administrative support as required.

**Remuneration**

16. The members of the Commission shall be paid any remuneration for performing their duties that may be approved by Council.

**Decision**

17. After receiving a report from the Commission pursuant to this Bylaw, Council shall, within 30 days, consider the recommendations of the Commission and may:

- (a) accept the recommendations, in whole or in part;
- (b) modify the recommendations, in whole or in part, or,
- (c) reject the recommendations, in whole or in part, and may remit the matter back to the Commission for further investigation and recommendations.

18. Subject to any Council decision, any decision to change the compensation package for Council members shall take effect on a date determined by Council by resolution.

**Coming into Force**

19. This Bylaw shall come into effect on the day of final passing.

INTRODUCED AND READ A FIRST TIME THIS DAY OF ,AD 2022.

READ A SECOND TIME THIS DAY OF ,AD 2022.

READ A THIRD TIME AND PASSED THIS DAY OF ,AD 2022.

MAYOR

CITY CLERK

**CITY OF PRINCE ALBERT  
SUMMARY OF ALLOWANCES & BENEFITS**

<b>Indemnity (Mayor)</b>	\$86,078.55 per year - 57% of Provincial Cabinet Ministers
<b>Indemnity (Councillors)</b>	\$28,922.39 per year - 33.6% of Mayor's Indemnity
<b>Civic Group RRSP</b>	9% of gross indemnity contributed to Group RRSP by member (City matches). The Group RRSP is held through CIBC. Members may opt out of the Civic Group RRSP Program, and, then the Employer contribution would be paid out as part of their regular indemnity.
<b>Dental Plan</b>	Premium Costs – 100% City paid
<b>Extended Health Care Plan</b>	Available for Members – 50/50 split of premium cost
<b>Employee and Family Assistance Program (EFAP)</b>	Available for Members – 50/50 split of premium cost
<b>Life Coverage</b>	\$50,000 Life Insurance – 50/50 split \$50,000 Accidental Death & Dismemberment – 50/50 split
<b>Superannuation</b>	None
<b>Disability Insurance</b>	None
<b>Sick Leave Entitlement</b>	None
<b>Deputy Mayor</b>	\$100 bi-weekly (term of 3 months)
<b>Per Diem</b>	\$200 per day \$100 per ½ day
<b>Meeting Indemnity</b>	None
<b>Private Vehicle Useage</b>	\$0.4736/km – all travel, except the following: \$0.5099/km – north of the 54 <sup>th</sup> parallel \$6.19/day – minimum daily rate
<b>Car Allowance (Mayor)</b>	\$650/month - In-City use of their personal vehicle
<b>Car Allowance (Councillors)</b>	\$200/month - In-City use of their personal vehicle
<b>Travel Budget (Mayor)</b>	\$5,000 per calendar year
<b>Travel Budget (Councillors)</b>	\$3,600 per calendar year per person
<b>Travel within Province</b>	Pre-approved by Mayor
<b>Travel outside of Province</b>	Pre-approved by Mayor
<b>Travel outside of Canada</b>	Pre-approved by City Council
<b>Provide Travel Expenses</b>	Within 30 days of the date of return
<b>Parking Re-imbusement</b>	Maximum of \$4/day for street metered parking or the amount as per receipt in paid lots.
<b>Meal Rates (In-Province)</b>	Breakfast - \$10.00 Dinner - \$18.00 Supper - \$23.00 (meal rates include reimbursement for GST and gratuities)
<b>Meal Rates (Out-of-Province)</b>	Breakfast - \$13.00 Dinner - \$20.00 Supper - \$28.00 (meal rates include reimbursement for GST and gratuities)
<b>Communications/Home Office Allowance</b>	\$500 per calendar year (submitted within that year). Claims dated within 3 months previous to an election or ward by-election will not be considered during that 3 month period (unless elected official is re-elected).
<b>Social Fund</b>	\$1 or \$2 per pay period = 1 or 2 tickets for Christmas party and/or other staff social events

## **4 COUNCIL REMUNERATION, BENEFITS & ALLOWANCES**

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### **INDEMNITY PAYMENTS**

Based on the Mayor and Councillors Indemnity Resolution, the Mayor's indemnity is 57% of the amount paid to Saskatchewan Cabinet Ministers and the Councillor's indemnity is 33.6% of the Mayor's indemnity. As well, the Indemnity Payments to the Mayor and all Councillors are to be automatically adjusted on the January next following any increments made to the salary and expense allowance paid to Saskatchewan Cabinet Ministers.

Indemnity payments are as follows for January 1, 2021:

Mayor	\$86,078.55/year.
Councillor	\$28,922.39/year.

Indemnity payments are made twice monthly, example the 15<sup>th</sup> and last day of the month, or the day previous if the date falls on a weekend or holiday. Indemnity payments are made by direct deposit only.

Arrangements for the direct deposit of indemnity payments and all other benefits are to be made through the Corporate Services Department. To receive your first indemnity payment, you must fill out the necessary paperwork.

### **DEPUTY MAYOR**

Council appoints a Deputy Mayor on a rotating basis for a 3 month period. The Deputy Mayor allowance of \$100 bi/weekly is paid in addition to the monthly Councillor salary.

The general duties of the Deputy Mayor are to attend functions and perform the duties of the Mayor, as required, in the absence of the Mayor and to act as Chair during Executive Committee meetings.

### **BENEFITS**

The benefits noted below are administered through the Corporate Services Department. If further information/clarification is required regarding any of the benefits listed, please contact the Department directly at 306-953-4310.

#### ***Civic Group RRSP - Optional***

All members of Council are entitled to contribute 9% of their gross indemnity to a Group Registered Retirement Savings Plan held through the CIBC, which is matched by the City.

Members may opt out of the Civic Group RRSP Program, and then the Employer contribution would be paid out as part of the Council members regular indemnity.

### ***Group Insurance - Optional***

Group Insurance is a benefit available to members of Council. The basic group insurance plan consists of \$50,000 of Life Insurance and \$50,000 of Accidental Death and Dismemberment Insurance. Dependent Life coverage is \$10,000 for your spouse and \$5,000 for each dependent child. Extended Health Insurance for you and your family covers medical services and supplies including prescription drugs.

Within thirty (30) days after assuming office, an elected official has the option to elect coverage under the basic group life plan in force for City of Prince Albert permanent employees. If coverage is chosen, it will remain in effect while holding office in an elected position or reaching the age of 75.

Any questions relating to basic group life insurance coverage should be addressed to the Corporate Services Department.

### ***Elected Officials' Optional Group Life Insurance Plan***

Within thirty (30) days after assuming office, an elected official has the option to elect coverage under the group optional life plan in force for The City of Prince Albert permanent employees.

This plan is in addition to the basic group life insurance and gives you the opportunity to obtain additional life insurance and low group rates. The rates are based on age, gender, and whether you are a smoker or non-smoker. The full cost of optional coverage is your responsibility.

### ***Dental Plan - Optional***

The premium costs for the Dental Plan are 100% paid by the City.

### ***Extended Health Care Plan – Optional***

Extended Health Care Insurance for you and your family covers medical services and supplies. The premium for the Health Plan is cost shared 50/50.

### ***Employee and Family Assistance Program (EFAP) - Optional***

The Employee and Family Assistance Program is available to all members of Council and their families at a 50/50 split of the premium costs.



## PER DIEM

A per diem allowance of \$200 per day is provided for members of Council. Historically, the per diem has been provided for the following, with \$100 being provided for ½ day sessions:

- Strategic Planning Sessions
- Retreats
- Budget Review
- Conferences and meetings attended on behalf of The City outside of the City.

To receive a per diem, the Per Diem Report Sheet must be filled out and submitted to the Mayor for authorization. Per Diem Report Sheets can be obtained for completion either in the Mayor's Office.

Each Councillor is budgeted twenty (20) per diem's per year.

## ALLOWANCES

### *Travel*

The Mayor is allocated a yearly travel budget of \$5,000, which is reviewed by City Council during the yearly General Fund Budget approval process. Each Councillor is allocated \$3,600 per year for travel. Members of Council are entitled to use this fund in order to attend annual conferences or board meetings of any organization on which he/she sits as an official representative of The City. No spousal expenses will be paid. The amount in this budget will be prorated during an election year in order to ensure that sufficient funds remain for newly elected Councillors. Travel arrangements are coordinated through the Mayor's Office. Within thirty (30) days of return from travel, all receipts or proof of payment must be submitted to the Mayor's Office, who will complete the Travel Expense Form for signing and then will forward for payment. Payment will be made by cheque and not included with your indemnity payment.

The following is the approval required for Councillors to travel:

- Travel within Province – Pre-approved by Mayor
- Travel outside of Province – Pre-approved by Mayor
- Travel outside of Canada – Pre-approved by City Council

A copy of the Travel/Meal/Accommodation/Vehicle Policy is available on the City's website for further reference.

## **Car Allowance**

The Mayor is provided a \$650 per month vehicle allowance for in-city use of his personal vehicle to attend to City business.

Each Councillor is provided a \$200 per month vehicle allowance for in-city use of his/her personal vehicle to attend to City business.

## **Parking Permits**

City Council is provided a Parking Permit for a maximum of 2 vehicles, which authorize the parking of vehicles at metered parking without charge around the City. The Permits are to be used ONLY while on official City business. The permit MUST be visible in the vehicle front window and is ONLY for metered parking stalls.

Within the City Hall Parking Lot, the Mayor is provided a designated parking spot. Councillors can park in any of the metered parking stalls in the City Hall Parking Lot or any of the scramble free parking stalls.

## **Communications/Home Office Allowance**

Councillors are entitled to communicate en masse with residents within their Ward, whether that is via written publication or town hall meeting. Councillors are also entitled to receive reimbursement for certain costs associated with the set up and/or maintenance of home office equipment and supplies for the purpose of communicating with the City.

Councillors that incur such expenses during the performance of their duties shall be able to access no more than \$500 per calendar year, subject to authorization, for both Communications and Home Office expenses. Such claims must be submitted no later than thirty (30) days following the purchase of goods or services. Claims dated within three (3) months prior to an election (or City By-Election) will not be considered.

Expenses incurred for Ward Communications and Home Office equipment must be submitted with a valid third party receipt and are subject to approval by the Mayor.

## **Ward Communication**

- Reasonable expenses associated with the cost of developing and distributing a written publication to Ward residents, such as printing, distribution, postage, photocopying, etc. will be considered. Please note that delivery/distribution must take place at a third party location and not through current City Hall postal delivery.
- Reasonable costs associated with hosting a town hall meeting, such as facility rental, advertising, refreshments, printing, photocopying, etc. will be considered.

## **Home Office Allowance**

- Reasonable costs associated with the purchase and/or maintenance of standard home office equipment, including but not limited to computer hardware, computer software, photocopier, facsimile, etc. will be considered.
- Reasonable costs associated with the purchase of home office supplies, including but not limited to paper, printer/facsimile cartridges, etc. will be considered.
- Councillors accessing the Home Office Allowance for the purchase or maintenance of communications equipment such as computers or facsimiles are deemed accessible with such mode of communication (e.g. personal computers must have a valid email address at which a Councillor can be accessed).
- This policy will exclude payment of operational costs such as telephone, facsimile, cellular or Internet access.

If any portion of the communication budget is not used in the current operating year, it shall be lost and may not be carried forward to the next year.

## **Corporate Christmas Cards**

Corporate Christmas cards are annually made available to all members of Council through the Mayor's Office. Each Councillor is allowed a limit of twenty-five (25) cards he/she may wish to send out.

REPORT OF THE COMMITTEE TO REVIEW  
THE ALDERMANIC AND MAYORAL IDEMNITY PAYMENTS  
FOR THE CITY OF PRINCE ALBERT

6.3.89  
To: Council  
Please  
 Report & Return  
 Attend to this  
 File  
COMMISSIONER

*L*

RECEIVED  
MAR 6 1989  
COMMISSIONER

RECEIVED  
MAR 6 1989  
COMMISSIONER

This report of the Committee follows;

- a) A review primarily of relevant information obtained through the City Clerk for nine (9) cities in the Prairie Provinces having populations between 25,000 and 60,000 persons. Similar information from a number of small cities in the same geographic area was also reviewed, but, for the most part, was considered to be not properly applicable;
- b) interviews with the City Commissioner and the Director of Finance and;
- c) interviews with two members of Council in the persons of Ald. Grethyl Adams, the member considered to be senior in years of municipal council service, and Ald. Jim Bristowe, a new Member, and the mover of the motion "to appoint an independent Committee of three (3) members to review the Aldermanic and Mayoral Indemnity Payments in the City effective January 1, 1989."

It is obvious from the interviews the Committee conducted with elected and appointed City Officials, and from our own knowledge of municipal government operations, that the high profile hours of service recognized by the general public, tend to be a lesser component of the time demands placed on members of City Council.

It is equally obvious that the not so recognizable hours are onerous for each individual Council member in varying degree, conditioned by a spectrum of variables, including;

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- a) the individuals motivation in becoming a candidate, be it volunteerism, service for income, presitge, status, or perhaps political aspirations;

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- b) social attitude and economic circumstance, perception of the obligations of the office, accessibility conveyed to the electorate, availability in respect to income production commitments, committee's served, preparation and research time contributed, etc.

It would be virtually impossible to provide compensation adjustments to satisfy every situation. As such it appears more logical to lean heavily upon relative precedent, rather than endeavour to 'reinvent the wheel'.

In general, civic government indemnities in Alberta are higher, stemming apparently from increases introduced when the economy of that province was exceedingly bouyant. The Committee is of the opinion that a comparison with similar Saskatchewan and Manitoba centres would be more appropriate. As such the Committees recommendations have been strongly influenced by the very similar remuneration packages adopted by the cities of Moose Jaw, Saskatchewan and Brandon, Manitoba.

The Committee believes that to err toward the higher end of an appropriate remuneration scale and thereby attract good candidates, is preferable to erring toward the lower end of the scale and precluding thereby potentially competent candidates.

The Committee is of the view that the Council indemnities should increase (or perhaps decrease) in direct relation to the economic times, and should be tied to a benchmark established in another forum.

The Committee agrees with the concept of adopting a benchmark, being a percentage of a Saskatchewan Cabinet Ministers annual indemnity (\$35,400), annual extra duties allowance (\$35,000), and annual expense allowance (\$7,000) which in total amounts to \$77,400, as has been adopted by the City of Saskatoon. The indemnity establish for provincially elected public servants being subject to the scrutiny of an even larger electorate, should follow relatively consistently with the economic well being of the province, and with incomes offered generally in the province.

The Committee further is of the view that the proposed increases should be phased upwards in three approximately equal annual increments, commencing January 1, 1989.

The Committee also reviewed a number of other peripheral items which were referred to it through the office of the City Clerk.

The Committee recommends as follows:

1. Per diem, mileage (out of city), travel expense, and per meeting indemnity policy.

Recommendation: No Charge

2. Disability Benefits, Dental Plan, Sick Leave Entitlement, and Vacation Entitlement.

Disability and Dental Coverages are not available to the City's employees, and are not therefor recommended for the members of City Council.

Sick Leave and Vacation Entitlement which are based on full time employment, are not deemed to be properly applicable to City Council.

3. Superannuation Plan

A major concern about high remuneration being paid to elected civic officials is that election to City Council may be maneuvered into full time employment status, with inherent pressure for appropriate compensation. Such status is not deemed warranted. Introducing a Superannuation component to the remuneration of elected Civic Government could result in unwarranted signals about the demands of the position, and/or about the intentions of the Committee.

4. Group Life Insurance

Insurance for members of City Council apparently is available under the present plan covering the City's employees. Premiums on the basic \$50,000 of coverage being 50/50 cost shared by the municipality. Additional coverage in increments of \$10,000, up to \$100,000 total, is available, though the premiums for the additional coverage would be fully the responsibility of the individual. The details and costs no doubt can be accessed through the City Commissioner.

5. Liability Coverages

The Committee understands that the City's Liability insurance is currently under review, and will be presented in the near future for Council's consideration. As such it appears inappropriate for the Committee to make any recommendation in this regard at the present time. In the meantime members of Council can rely on the protections and limitations set out in the Urban Municipality Act.

6. Indemnities and General Expense

Recommendation:

- A) That the Mayors indemnity be based on 50% of the indemnities and expense allowance paid to a Saskatchewan Cabinet Minister and be phased upwards in three stages, as follows:

<u>Basic</u>	
Non-Taxable expense	\$12,900.00*
Taxable component	<u>\$25,800.00</u>
Total Indemnity	\$38,700.00

\* the one third non-taxable component allowed by

the mandatory provisions of the statute (Urban Municipality Act Sec. 39(5)), covers "general expenses incidental to the discharge of his duties", which is deemed by the Committee to include non vouchered car allowance. We understand there are numerous precedents in law requiring repayment of remuneration paid to elected municipal officials without sufficient statutory authorization. The matter of compensation for expenses should be carefully reviewed by the City before preparing and adopting a Bylaw in this regard, which is the committees recommendation.

Assuming no change in the benchmark, the Mayors indemnity would be,

1. Jan. 89	\$28,220.00
1. Jan. 90	\$33,460.00
1. Jan. 91	\$38,700.00

and should be subject to any benchmark adjustments on the January next following any adjustment to the benchmark.

- B) That the Councillors indemnity be based on 30% of the Mayors indemnity, and be phased upward in three stages, as follows:

<u>Basic</u>	
Non-Taxable component	\$ 3,870.00
Taxable component	<u>\$ 7,740.00</u>
Total Indemnity	\$11,610.00

Subject to any applicable benchmark adjustments, the Aldermanic indemnity would be,

1. Jan. 89	\$ 8,466.00
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- 6 -

1. Jan. 90	\$ 10,038.00
1. Jan. 91	\$ 11,610.00

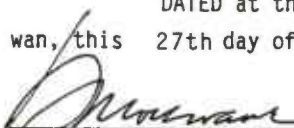
These annual indemnity payments should be made in twelve equal monthly payments at the end of each month of service.

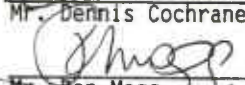
In addition the Committee recommends further indemnity of \$100.00 per month for performing the duties of Deputy Mayor.

The Members of the Committee to Review the Aldermanic and Mayoral Indemnity Payments sincerely hope this report satisfies the terms of reference provided for the Committee and that the recommendations contained herein will be of assistance to Council in developing a Bylaw to clearly enunciate the basis for an evolving remuneration scale for the present Council and for Councils yet to be elected. It is our belief that potential candidates for elected civic office should be aware of the remuneration prospect and should be able to take comfort that such remuneration is not likely to be artificially truncated to serve political considerations. Municipalities need good government administered by competent people, and persons offering such services should be adequately compensated.

The Committee offers its thanks to the City Clerk and his staff for the accommodations and assistance provided to the Committee and certifies below its unanimous approval of the recommendations contained herein.

DATED at the City of Prince Albert, in the Province of Saskatchewan, this 27th day of February A.D., 1989.

  
Mr. Dennis Cochrane, Chairman

  
Mr. Ron Mogg

  
Mr. Phil West

# **Bylaw No. 9242**

## **The Saskatoon Municipal Review Commission Bylaw, 2014**

**Codified to Bylaw No. 9657  
(November 18, 2019)**

## BYLAW NO. 9242

### The Saskatoon Municipal Review Commission Bylaw, 2014

The Council of The City of Saskatoon enacts:

#### Short Title

1. This Bylaw may be cited as *The Saskatoon Municipal Review Commission Bylaw, 2014*.

#### Purpose

2. The purpose of this Bylaw is to establish an independent commission to periodically review:
  - (a) the conduct of all matters relating to municipal elections including the disclosure requirements respecting campaign contributions and expenses and campaign spending limits for municipal elections;
  - (b) the Code of Conduct for members of Council; and
  - (c) the remuneration and benefits and any reimbursement or allowances for expenses to be paid to members of Council.

#### Interpretation

3. In this Bylaw,
  - (a) “**City**” means The City of Saskatoon;
  - (b) “**City Clerk**” means the City Clerk of the City of Saskatoon, appointed pursuant to section 85 of *The Cities Act*;
  - (c) “**Commission**” means the Saskatoon Municipal Review Commission;
  - (d) “**Council**” means the council of The City of Saskatoon;

- (e) “**Councillor**” means a member of Council other than the Mayor;
- (f) “**Mayor**” means the Mayor of the City of Saskatoon.

### **Commission Established**

- 4. The Saskatoon Municipal Review Commission is hereby established.

### **Appointment, Terms of Office, etc., of Members**

- 5. (1) Council shall appoint not less than five persons to constitute the Commission for the City.
- (2) Appointments shall be made based upon the experience and credentials of the applicants in one or more of the following areas:
  - (a) financial services;
  - (b) business and economics;
  - (c) labour and employment relations;
  - (d) human resources;
  - (e) accounting;
  - (f) law;
  - (g) community or public service;
  - (h) other related disciplines affording the applicant expertise pertinent to the mandate of the Commission.
- (3) A member of the Commission may be appointed to hold office for a term not exceeding four years.
- (4) Notwithstanding subsection (3), Council may appoint a person to act as a member of the Commission for a limited term, not to exceed six months, or with respect to a particular matter.
- (5) A member of the Commission whose term expires is eligible for reappointment.

- (6) A member of the Commission holds office at the pleasure of Council.
- (7) A member of the Commission may be suspended by Council at any time and another person may be appointed by Council to act in place of the suspended member.

**Certain Persons Ineligible as Members**

- 6. No person who is a member of Council, an immediate family member to a member of Council, or any employee of the City shall be appointed or hold office as a member of the Commission.

**Vacancies**

- 7. (1) Subject to the requirement of a quorum, a vacancy in the membership of the Commission shall not impair the power of the remaining members to act.
- (2) A vacancy caused by death, resignation or otherwise may be filled by Council for the remainder of the term of the member being replaced.
- (3) If a member of the Commission is unable at any time to perform the duties of the office by reason of absence or temporary incapacity, Council may, on any terms and conditions that it may prescribe, appoint a temporary substitute member to act in the place of that member, and that substitute member may complete any unfinished matter in which the substitute member has taken part even if the member again becomes able to act.
- (4) Subject to the requirement of a quorum, in case of the absence of a member of the Commission, or the member's inability to act, the remaining members shall exercise the powers of the Commission.
- (5) A member of the Commission continues to hold office until the end of the member's term unless it is sooner terminated by death or the written and signed resignation of the member.
- (6) Where a member resigns, the resignation takes effect on the date it is received by the chairperson of the Commission unless a later time is specified in the resignation, in which case it takes effect at the time specified.

### **Chairperson and Vice-Chairperson**

8. (1) The members of the Commission shall choose a chairperson from among themselves.
- (2) The members of the Commission may choose a vice-chairperson, who may act in place of the chairperson.
- (3) The chairperson of the Commission shall direct and supervise all of its activities and shall preside at meetings of the Commission.
- (4) The chairperson of the Commission or of a committee shall have a vote in all matters.
- (5) A majority of the members of the Commission constitutes a quorum for the purpose of conducting the business of the Commission.
- (6) A decision of a majority of the members of the Commission in relation to any power or duty exercised or performed by the Commission is the decision of the Commission.

### **Remuneration and Allowance for Expenses**

9. (1) The members of the Commission shall be paid any remuneration for performing their duties that may be approved by Council.
- (2) The members of the Commission shall be reimbursed for any expenses incurred in the discharge of their duties as members that may be approved by Council.

### **Secretary**

10. (1) The City Clerk, or a person to whom the City Clerk has delegated the responsibility, shall be appointed as the secretary of the Commission.
- (2) The secretary shall:
  - (a) keep a record of all proceedings conducted before the Commission or members of the Commission;
  - (b) have the custody and care of all records and documents belonging to or pertaining to the Commission, or filed with the Commission;

- (c) call meetings and any other proceedings of the Commission and any of its committees on the instructions of the chairperson or vice-chairperson.

## Committees

11. (1) The Chairperson of the Commission may appoint:
  - (a) three or more members of the Commission to sit as a committee of the Commission for the purposes of section 12;
  - (b) three or more members of the Commission to sit as a committee of the Commission for the purposes of section 13; and
  - (c) three or more members of the Commission to sit as a committee of the Commission for the purposes of section 14.
- (2) The Commission may appoint one or more committees of the Commission, in addition to those pursuant to subsection (1), consisting of three or more members of the Commission, for the purposes of investigating, making any reports and making recommendations respecting any other matter referred to the Commission by Council.
- (3) The chairperson of the Commission may designate a member of the Commission to act as the chairperson for a committee, and while so acting the designated member has all the powers and shall perform all of the duties of the chairperson pertinent to that committee.
- (4) Any number of committees may sit concurrently and conduct a review of the various matters assigned to it.
- (5) A majority of the members of a committee constitutes a quorum for the purposes of conducting the business of the committee.
- (6) A decision of a majority of the members of a committee in relation to any power or duty exercised or performed by the committee is the decision of the Commission.
- (7) The chairperson of a committee shall have a vote on all matters before the committee.

**Municipal Elections Committee**

12. (1) The Municipal Elections Committee shall inquire into and make recommendations with respect to any or all of the following:
- (a) the disclosure requirements respecting campaign contributions and expenses;
  - (b) the election campaign spending limits;
  - (c) the accounting records respecting campaign contributions and expenses;
  - (d) the auditing of candidate's statement of campaign contributions and expenses;
  - (e) the retention of records respecting campaign contributions and expenses;
  - (f) the election contribution period;
  - (g) the election expense period;
  - (h) the rules for fund-raising events;
  - (i) the reporting of surplus campaign funds;
  - (j) the reporting of campaign expenses incurred outside the election expense period;
  - (k) the commencement and duration of the campaign period;
  - (l) the publication of a candidate's election expenses and contributions;
  - (m) the appointment of a returning officer other than the City Clerk;
  - (n) the proper use of a member of Council's communication allowance prior to an election in which the member is a candidate;
  - (o) the rules for deferring election expenses;
  - (p) the enumeration of the names of electors and the preparation of a voter's list;



- (q) the offences and penalties for candidates in contravention of *The Campaign Disclosure and Spending Limits Bylaw, 2006*, including the role and duties of the Election Disclosure Complaints Officer;
  - (r) the public financing of municipal election campaigns including reimbursement of candidates expenses for specific forms of spending, tax benefits for contributors and allowances to candidates for expenses;
  - (s) any proposed amendments to *The Local Government Election Act*;
  - (t) any other matter relating to a municipal election in the City.
- (2) The Municipal Elections Committee shall be the first Committee of the Commission to be convened and shall convene on or before April 15, 2015, and shall prepare and submit a report to Council containing its recommendations with respect to the matters mentioned in subsection (1) on or before July 31, 2015.
- (3) Notwithstanding subsection (2), should the Municipal Elections Committee be unable to report within the time limits found in subsection (2), the Committee shall report to Council at its earliest opportunity and provide the date upon which it will be able to submit its report to Council.
- (4) The Municipal Elections Committee shall thereafter prepare and submit a report to Council containing its recommendations with respect to the matters mentioned in subsection (1):
- (a) on or before June 30, 2017;
  - (b) on or before December 31, 2021; and
  - (c) every four years thereafter on or before December 31.

### **Code of Conduct Committee**

13. (1) The Code of Conduct Committee shall inquire into and make recommendations with respect to any or all of the following:
- (a) the roles and obligations of members of Council;
  - (b) the standards of conduct for members of Council;

- (c) the procedures for the investigation and enforcement of code of conduct standards;
  - (d) the disclosure, use and access to confidential information;
  - (e) the use of City assets and services;
  - (f) the receipt of gifts or benefits by members of Council;
  - (g) the conduct of members of Council during a general municipal election or by-election campaign, including the use of City assets and services;
  - (h) the conduct of members of Council campaigning for election in a general federal or provincial election or by-election.
- (2) The Code of Conduct Committee shall be convened concurrently to the Municipal Elections Committee or shall be the second of the Committees of the Commission to be convened and shall convene on or before April 15, 2015, and shall prepare and submit a report to Council containing its recommendations with respect to the matters mentioned in subsection (1) on or before July 31, 2015.
- (3) Notwithstanding subsection (2), should the Code of Conduct Committee be unable to report within the time limits found in subsection (2), the Committee shall report to Council at its earliest opportunity and provide the date upon which it will be able to submit its report to Council.
- (4) The Code of Conduct Committee shall prepare and submit a report to Council containing its recommendations with respect to the matters mentioned in subsection (1):
- (a) on or before December 31, 2020;
  - (b) on or before December 31, 2023; and
  - (c) every four years thereafter on or before December 31.

**Remuneration Committee**

14. (1) The Remuneration Committee shall inquire into and make recommendations with respect to any or all of the following:
  - (a) the salaries to be paid to the Mayor and Councillors;
  - (b) the remuneration to be paid to a Councillor appointed as deputy mayor;
  - (c) professional allowances;
  - (d) vacation leave;
  - (e) health and disability benefits;
  - (f) pension benefits and additional retirement benefits;
  - (g) general, in-town and out-of-town expenses.
- (2) The Remuneration Committee may inquire into and make recommendations with respect to the following:
  - (a) the support staff, facilities and equipment for members of Council;
  - (b) communication allowances.
- (3) The Remuneration Committee shall be convened concurrently to the Municipal Elections Committee and the Code of Conduct Committee or shall be the third of the Committees of the Commission to be convened and shall convene on or before April 15, 2015, and shall prepare and submit a report to Council containing its recommendations with respect to the matters mentioned in subsection (1) on or before July 31, 2015.
- (4) The report mentioned in subsection (3) may be accompanied by a report containing any recommendations of the Committee with respect to the matters mentioned in subsection (2).
- (5) Notwithstanding subsection (3), should the Remuneration Committee be unable to report within the time limits found in subsection (3), the Committee shall report to Council at its earliest opportunity and provide the date upon which it will be able to submit its report to Council.

- (6) The Remuneration Committee shall prepare and submit a report to Council containing its recommendations with respect to the matters mentioned in subsection (1):
  - (a) on or before June 30, 2018;
  - (b) on or before December 31, 2022; and
  - (c) every four years thereafter on or before December 31.
- (7) The report mentioned in subsection (6) may be accompanied by a report containing any recommendations of the Committee with respect to the matters mentioned in subsection (2).

### **Decisions**

15. After receiving a report from the Commission or a committee pursuant to this Bylaw, Council shall, within 30 days, consider the recommendations of the Commission or committee and may:
  - (a) accept the recommendations, in whole or in part;
  - (b) modify the recommendations, in whole or in part; or
  - (c) reject the recommendations, in whole or in part, and remit the matter back to the Commission or committee for further investigation and recommendations.

### **Other Issues**

16.
  - (1) At the request of Council made at any time during the term of the members of the Commission, the Commission may inquire into and make recommendations with respect to any matter of significance to Council.
  - (2) Subject to subsection (3), within six months after the day on which the matter is referred to the Commission pursuant to subsection (1), the Commission shall submit a report to Council containing any recommendations of the Commission with respect to the matter.
  - (3) If a matter referred to the Commission pursuant to subsection (1) is of an urgent nature, Council may request that the Commission submit its report within the time specified in the referral.

**Timing of Reports**

- 16.1 Council may adjust the time limit to submit any report required pursuant to sections 12, 13, 14 and 16:
- (a) as is reasonable to accommodate unforeseen circumstances; and
  - (b) at the request of the Commission or on its own motion.

**Coming Into Force**

17. This Bylaw shall come into force on the day of its final passing.

Read a first time this 15<sup>th</sup> day of December, 2014.

Read a second time this 15<sup>th</sup> day of December, 2014.

Read a third time and passed this 15<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
"Donald J. Atchison"  
Mayor

\_\_\_\_\_  
"Joanne Sproule" "SEAL"  
City Clerk

# CITY OF SASKATOON COUNCIL POLICY

<b>NUMBER</b>
C01-006

<b>POLICY TITLE</b> <i>Remuneration – Members of City Council</i>	<b>ADOPTED BY:</b> <i>City Council</i>	<b>EFFECTIVE DATE</b> <i>January 1, 1980</i>
		<b>UPDATED TO</b> <i>November. 19, 2018 (Effective January 1, 2019)</i>
<b>ORIGIN/AUTHORITY</b> <i>Personnel and Organization Committee Reports 6-1980, 6-1992 and 7-1985; City Commissioner Reports 38-1985 and 4-1987; A Committee of the Whole Council Report 4-1986; Executive Committee Reports 12-1996 and 14-2005; City Council Resolutions - June 13, 2005 and Sept. 12, 2011; Governance and Priorities Committee Report Item 9.11.1 – June 27, 2016; and Public Hearing Item. 6.2.2, including Governance and Priorities Report – Nov. 19, 2018</i>	<b>CITY FILE NO.</b> <i>CK. 4670-5</i>	<b>PAGE NUMBER</b> <i>1 of 2</i>

1. PURPOSE

To provide compensation sufficient to attract and retain competent and well qualified community-minded persons for the offices of Mayor and Councillor and to provide for a death benefit to assist the family of a member of Council who dies while in office.

2. POLICY

2.1 General

- a) The Mayor and Councillors shall be compensated for services rendered on behalf of the City of Saskatoon.
- b) The remuneration shall be consistent with provisions of The Cities Act and shall be subject to approval of City Council.

2.2 Annual Remuneration

- a) Mayor – Effective January 1, 2019, the Mayor’s annual remuneration shall be equal to that of a Saskatchewan Cabinet Minister’s salary and adjusted annually based on increments made to a Cabinet Minister’s salary.
- b) Councillors – Councillors’ annual remuneration shall be 46% of the Mayor’s salary.

# CITY OF SASKATOON COUNCIL POLICY

NUMBER  
C01-006

POLICY TITLE	EFFECTIVE DATE	UPDATED TO	PAGE NUMBER
<i>Remuneration – Members of City Council</i>	<i>January 1, 1980</i>	<i>Nov. 19, 2018 (Effective January 1, 2019)</i>	<i>2 of 2</i>

- c) Deputy Mayor - All Councillors shall be deemed to have received remuneration in recognition of Deputy Mayor duties as part of their annual remuneration as Councillors.
- d) No remuneration shall be paid to a member of Council appointed to a Board that is under the jurisdiction of Council.
- e) Upon the death of a member of Council while in office, a payment will be made to the member's designated beneficiary of an amount equal to one month's salary for each period of twelve months of service to a cumulative lifetime maximum of twelve months.

## 2.3 Expenses

- a) Out-of-town Expenses - A member of Council, absent from the City on business of Council or attending a convention, shall, pursuant to authorization of Council, receive \$100.00 per day plus reimbursement for actual expenses incurred.
- b) In-town Expenses - A member of Council attending in-town business on behalf of Council, shall be reimbursed for all actual expenses incidental to such business, to a maximum of \$100.00 per day.
- c) Councillors shall be reimbursed for use of their personal vehicle for City business, based on a per kilometre reimbursement equal to the limits set by the Canada Revenue Agency for tax-exempt allowances for the use of personal vehicles.
- d) All Councillors' expenses require authorization by His Worship the Mayor.

## 3. RESPONSIBILITIES

- 3.1 Governance and Priorities Committee - shall be responsible for reviewing any updates to this policy.
- 3.2 City Council – shall be responsible for approving any updates to the policy.

# CITY OF SASKATOON COUNCIL POLICY

<b>NUMBER</b>
C01-027

<b>POLICY TITLE</b> <i>Communications and Constituency Relations Allowance</i>	<b>ADOPTED BY:</b> <i>City Council</i>	<b>EFFECTIVE DATE</b> <i>June 27, 2016</i>
		<b>UPDATED TO</b> <i>October 23, 2017</i>
<b>ORIGIN/AUTHORITY</b> <i>Governance and Priorities Committee Report, Item 9.11.1 – June 27, 2016; Item 9.5.2 – February 27, 2017; Item 8.5.1 – May 23, 2017; and Item 8.5.3 – October 23, 2017.</i>	<b>CITY FILE NO.</b> <i>CK. 4670-5</i>	<b>PAGE NUMBER</b> <i>1 of 10</i>

1. PURPOSE

To provide a communications and constituency relations allowance to support members of City Council in communications with constituents as part of their role as members of City Council for the City of Saskatoon.

2. DEFINITIONS

2.1 Members of City Council – means the Mayor and individual Councillors.

2.2 Communications and Constituency Relations Allowance – A provision in the Mayor’s Office and City Councillors’ Office budgets, reviewed by City Council on an annual basis, for communications relating to City Council business, as set out in this policy.

3. POLICY

The policy is applicable to all members of City Council regarding the use of the communications and constituency allowance.

3.1 General Guidelines

- a) Funding must be used within the fiscal year and cannot be carried forward to the next fiscal year.



# CITY OF SASKATOON COUNCIL POLICY

<b>NUMBER</b> <i>C01-027</i>
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<b>POLICY TITLE</b>	<b>EFFECTIVE DATE:</b>	<b>UPDATED TO</b>	<b>PAGE NUMBER</b>
<i>Communications and Constituency Relations Allowance</i>	<i>June 27, 2016</i>	<i>October 23, 2017</i>	<i>2 of 10</i>

- b) Members of City Council must adhere to the requirements of the Code of Conduct, including, but not limited to, the portions dealing with “Actions during Civic Election Periods”. Any irregularities will be dealt with in accordance with the Code of Conduct.
- c) No member of City Council may use funds allocated to engage the services of a member of their family, as defined in Section 114 (c) of *The Cities Act*.
- d) The Communications and Constituency Relations Allowance is not to be used for the purposes of fundraising for a member of City Council or for raising election funds.
- e) Assistance will be provided by the City’s Communication Branch by preparing and distributing the Agenda in Brief and the Decisions in Brief, prior to and following City Council meetings, and providing background information on civic programs and services to be used for responding to inquiries or for preparing speeches as a member of City Council or as Deputy Mayor.
- f) In the year of a civic election, 8/12 of the allowance will be allocated to the sitting members of City Council and 2/12 of the allowance will be allocated to the newly elected members of City Council.
- g) In the year of a civic election, the allowance cannot be used from September 1 through October 31.
- h) No goods or services purchased by a member of City Council with the allowance may be used from September 1 through October 31. This would include, but not be limited to, items such as a website annual domain registration or billboard signage.

### 3.2 Allowable Expenses

This section summarizes alphabetically the categories and examples of the types of allowable expenses that could be charged to the Communications and Constituency Relations Allowance for members of City Council.

# CITY OF SASKATOON COUNCIL POLICY

<b>NUMBER</b> <i>C01-027</i>
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<b>POLICY TITLE</b>	<b>EFFECTIVE DATE:</b>	<b>UPDATED TO</b>	<b>PAGE NUMBER</b>
<i>Communications and Constituency Relations Allowance</i>	<i>June 27, 2016</i>	<i>October 23, 2017</i>	<i>3 of 10</i>

a) Administrative Staff Support

The fund can be used individually or pooled together with other members of City Council for the hiring/engagement of support staff to assist with constituency related tasks. These tasks may include:

- i) Research related to constituency issues.
- ii) Support for the development of constituency communications.
- iii) Rental of office space to base staff support.

b) Advertising and Promotion

- i) Paid advertising that is related to the business of the City in all types of media.
- ii) Advertising that supplements City departments' advertisements that are placed to promote specific programs or specific events.
- iii) Messages in Community Association Newsletters, Newspapers, and Magazines (e.g. introductory messages, congratulatory messages, event announcements).

c) Books and Magazines

- i) Books, magazines, and periodicals that are related to the business of the City. Name of the book or magazines must be included on the invoice.

d) Community Events

- i) Tickets to:
  - functions or business/community events (banquets, theatres, shows) when the Councillor has been invited to attend in their official capacity or when the Councillor is performing their duties as Councillor;
  - charitable events or fund-raising events such as golf tournaments, walkathons, organized by non-profit organizations;

# CITY OF SASKATOON COUNCIL POLICY

NUMBER  
C01-027

POLICY TITLE	EFFECTIVE DATE:	UPDATED TO	PAGE NUMBER
<i>Communications and Constituency Relations Allowance</i>	<i>June 27, 2016</i>	<i>October 23, 2017</i>	<i>4 of 10</i>

- Chamber of Commerce and Business Association events.

## Conditions

- Event tickets for family members, spouse or guest are ineligible.
- Council member must provide a copy of the event notice or flyer as well as any accompanying request for attendance.
- Raffle tickets, silent auctions, table prize tickets at events, alcohol, unless included in the price of the ticket are ineligible.
- Tickets to professional theatre, concert and sporting events are ineligible.

### e) General Office Supplies

- i) General office supplies not provided by the City Clerk's Office.
- ii) Personalized stationery, greeting cards, holiday cards, including envelopes and stamps and Canada Post regular mail services.
- iii) Photocopy charges.
- iv) Photographic supplies and services.
- v) Courier delivery costs.

### f) Constituency Relations

- i) Promotional items such as fridge magnets, t-shirts, pens.
- ii) Table prizes for local community groups.
- iii) Facility rental for hosting an event.
- iv) Council members' expenses for food and non-alcoholic beverages related to community events, meals or receptions when hosting constituents or representatives of other levels of government.

# CITY OF SASKATOON COUNCIL POLICY

NUMBER  
C01-027

POLICY TITLE	EFFECTIVE DATE:	UPDATED TO	PAGE NUMBER
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## Conditions

- Ineligible expenses include gifts for staff or other employees of the City, boards and committees.
- Members of City Council must provide an original invoice or receipt detailing gift items, quantity, cost and purpose of the items.
- Members of City Council must provide the date, purpose and details of the expense, and where applicable or feasible, original itemized receipt showing items consumed and names of participants attending.

### g) Meeting Expenses

- i) Facility rental.
- ii) Catering order for meetings including non-alcoholic beverages, snacks and light foods.
- iii) Venue set-up fees, including audio-visual equipment, flip charts, cleaning charges.
- iv) Transportation assistance.
- v) Interpretation assistance (translation, transcription, sign language, etc.).
- vi) Childcare.

## Conditions

- Members of City Council must provide date and purpose for meeting, original itemized receipt, names of participants or group name with number of participants attending.

### h) Newsletters and Flyers

- i) Design, writing, copy-editing, printing costs.
- ii) Distribution costs through Canada Post, Admail, by private distribution firms or by other means.
- iii) Clip art or stock photo fees.
- iv) Electronic newsletter distribution costs.

# CITY OF SASKATOON COUNCIL POLICY

NUMBER  
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v) Translation fees

Conditions

- Members of City Council are permitted to use the City Crest and care must be taken in the appropriate use of the Crest.
- In the year of a civic election, all Communications and Constituency Relations Allowance funded communications must cease from September 1 to October 31.

i) Professional and Contract Services

- i) Firms or individuals whom members of City Council retain for specific business purposes with clear deliverables, fee structures and timelines.
- ii) The engagement of a business or person(s) as a contractor and/or the cost of supplies, rental of facilities and equipment relative to production, presentation and/or distribution of information to residents relevant to City Council business.
- iii) The engagement of a professional or consulting service for the purposes of preparing speeches, conducting research, etc.

j) Websites, Social Media Tools, Software & Accessories

- i) Costs associated with the creation of twitter accounts, Facebook accounts, web pages, or other social media tools for communicating as a member of Council.
- ii) Additional communications management tools such as database management tools and software accessories.

Conditions

- Tools or software accessories not supported or not integrated with the City systems or connected to the corporate network are not supported by the City's Information Technology Division.

# CITY OF SASKATOON COUNCIL POLICY

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- Members of City Council are responsible for the protection of any personal information collected or used for City Council business in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act*.
- Members of City Council must adhere to the requirements of the Code of Conduct dealing with “Actions during Civic Election Periods”, including conversion of any city-funded websites and social media tools to an election campaign site.

### 3.3 Purchasing Procedures

Purchases of goods, services and work from outside parties are to be made in accordance with Policy C02-030 – Purchase of Goods, Services and Work. Information and advice on purchasing procedures, vendor lists, obtaining quotations and preparation of purchasing documents can be obtained from the Director of Materials Management.

Regardless of the value, it is recommended that competitive prices be obtained.

- Purchases up to \$250 attained locally allows for payment by Automatic Payment Voucher (administered by City Clerk’s Office)
- Purchases up to \$5000 (including taxes and freight) may be made through a Departmental Purchase Order (administered by City Clerk’s Office). It is recommended that competitive prices are attained; however, this is to be balanced off with the value of the purchase, the time required to get competitive prices, and the potential (or lack of) savings that can be achieved.
- Consulting Services must follow standard procedures (consult with the City Clerk’s Office).

# CITY OF SASKATOON COUNCIL POLICY

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## 3.4 Reimbursements

Members of City Council must provide the City Clerk's Office with proper documentation, including detailed original receipts for claims. Credit card receipts or statements alone are not sufficient and will not be accepted. In the case of any online purchases, a copy of the confirmation must be attached to the claim.

Dated invoices/receipts must include a description of the goods purchased or services rendered, the cost, and any applicable taxes.

Expenses must be charged to the year in which they occurred. Expenses cannot be carried forward to future years. Charges for goods against the current year must be received by members of City Council and/or services from the vendor before December 31<sup>st</sup> of that year.

## 4. RESPONSIBILITIES

4.1 Members of City Council – Members of City Council are responsible for adhering to this policy and any violation of this policy would be a violation of the Code of Conduct and irregularities would be reported to the City Clerk for investigation.

### 4.2 City Clerk's Office

The responsibility of the City Clerk's Office in administering the Communications and Constituency Relations Allowance support to City Councillors includes, but is not limited to:

- (a) Reviewing usage requirements and parameters with a view to bringing forward recommendations to the Governance and Priorities Committee for amendments;
- (b) Providing support to City Councillors by processing payments for expenditures;

# CITY OF SASKATOON COUNCIL POLICY

<b>NUMBER</b>
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POLICY TITLE	EFFECTIVE DATE:	UPDATED TO	PAGE NUMBER
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- (c) Reviewing supporting documentation for expenditures, and requesting the City Councillors to provide the required supporting documentation for any expenditures where supporting documentation is not place;
- (d) Identifying expenditures which may not fit within the parameters and guidelines of the Communications and Constituency Relations Allowance and bringing these forward to the Governance and Priorities Committee;
- (e) Advising City Councillors on the status of their communications allowance and expenditures;
- (f) Within 60 days of the end of the quarter, posting all expenses, individually and in detail, on the City’s website and providing the Governance and Priorities Committee with monthly usage updates for the last quarter.
- (g) Redacting all personal and other exempted information governed by *The Local Authority Freedom of Information and Protection of Privacy Act* from the detailed Councillor expenses prior to the disclosure of Councillor expenses on the City’s website.
- (h) Facilitating/coordinating the review of the Communications and Constituency Relations Allowance, either through an independent body or a third party.

#### 4.3 Municipal Review Commission Remuneration Committee

Two years after the establishment of this policy, the Saskatoon Municipal Review Commission Remuneration Committee will review the following, and that time, report on how often a review is required:

- (a) Usage of funds – by whom, where, types of expenses submitted.
- (b) Summary of impacts – in an attempt to measure community engagement through the fund.



# CITY OF SASKATOON COUNCIL POLICY

NUMBER  
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<b>POLICY TITLE</b>	<b>EFFECTIVE DATE:</b>	<b>UPDATED TO</b>	<b>PAGE NUMBER</b>
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- (c) Validation of expenditure appropriateness based on policy.
- (d) Validation that the current policy reflects needs of the allowance and provides for an opportunity to revise policy as required.

#### 4.4 Governance and Priorities Committee

The Governance and Priorities Committee is responsible for reviewing proposed amendments to the policy and forwarding recommendations to City Council.

#### 4.5 City Council

City Council is responsible for reviewing and approving amendments to the policy.

# CITY OF SASKATOON COUNCIL POLICY

<b>NUMBER</b> <i>C01-023</i>
---------------------------------

<b>POLICY TITLE</b> <i>City Councillors' Travel and Training</i>	<b>ADOPTED BY</b> <i>City Council</i>	<b>EFFECTIVE DATE</b> <i>August 13, 2001</i>
		<b>REVISED</b> <i>February 28, 2022</i>
<b>ORIGIN/AUTHORITY</b> <i>Clause 1, Report No. 9-2001 of the Executive Committee and City Council approved Item 8.5.4 – Governance and Priorities Report – February 28, 2022.</i>	<b>CITY FILE NO.</b> <i>421-C01-023</i>	<b>PAGE NUMBER</b> <i>1 of 5</i>

1. PURPOSE

To enable City Councillors to attend appropriate meetings, conferences, seminars and training sessions which will facilitate them in the performance of their duties.

2. POLICY

The City Clerk, through the Councillors' Assistant, will administer and process all travel and training for Councillors in accordance with this policy. The City Clerk is entitled to seek further explanation or documentation of any expense statement submitted pursuant to this policy.

2.1 Councillors' Common Travel and Training Budget

- a) Budgetary provision will be allocated for Councillors' Common Travel and Training, such amount to be determined annually through the budget process.
- b) Councillors are entitled to use this fund in order to attend any board, committee or other type of meeting of SUMA or the FCM, where the Councillor is a director or has been appointed by City Council as Council's representative on a particular committee or task force.

# CITY OF SASKATOON COUNCIL POLICY

<b>NUMBER</b> <i>C01-023</i>
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<b>POLICY TITLE</b>	<b>EFFECTIVE DATE</b>	<b>REVISED</b>	<b>PAGE NUMBER</b>
<i>City Councillors' Travel and Training</i>	<i>August 13, 2001</i>	<i>February 28, 2022</i>	<i>2 of 5</i>

- c) Councillors are entitled to use this fund in order to attend conferences, training sessions/forums or similar, or board meetings of any organization on which he or she sits as an official representative of the City of Saskatoon, conferences where the City of Saskatoon is entitled to voting delegates through its membership (e.g. Canadian Urban Transit Association), or for sessions related to designated strategic priority areas.
- d) Councillors wishing to access this fund must, if possible, submit travel plans to the City Clerk by December 31 of each year for the succeeding year's budget. The annual travel plan and any additional requests from this budget will be approved by His Worship the Mayor.
- e) No spousal expenses will be paid.
- f) Out-of-town events attended by a Councillor on behalf of the Mayor will be at the Mayor's expense.
- g) The amount of this budget will be pro-rated during an election year in order to ensure sufficient funds remain for newly-elected Councillors.

## 2.2 Councillor's Individual Travel and Training Budget

- a) Each Councillor will be allocated funds for travel and training, the amount to be determined annually through the budget process.
- b) Attendance at the annual SUMA and FCM conferences will be funded from this budget.
- c) No spousal expenses will be paid.
- d) Where the funds are used for travel, Councillors will follow the guidelines set out in this Policy and will be reimbursed in accordance with this policy. The City Clerk will ensure that travel and expenses are reimbursed in accordance with this policy.

# CITY OF SASKATOON COUNCIL POLICY

NUMBER  
C01-023

POLICY TITLE	EFFECTIVE DATE	REVISED	PAGE NUMBER
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- e) The amount in this budget will be pro-rated during an election year in order to ensure that sufficient funds remain for the newly-elected Councillors.

### 3. PROCEDURES

The Councillors' Secretary will make all travel arrangements, including airfare, hotel reservations, registrations, etc. The Councillor may use his or her personal credit card or obtain a cash advance. The City Clerk's corporate credit card may be used to book airfare, car rentals and accommodation.

Travel expense statements must be submitted within 14 days of return. Original receipts must accompany the statements. If there are monies owing to the City, these must be reimbursed within 30 days, or the outstanding amount will be deducted from the next paycheque. No claims will be refunded until all monies owing to the City have been received.

The following guidelines are provided for reimbursement of allowable expenses:

#### 3.1 Accommodation

The best government, corporate or conference rate will be requested when reserving rooms. Only the single room rate will be paid by the City. The original hotel bill must be provided with the expense statement. Any personal charges on hotel bills will be deducted prior to submission for reimbursement.

For Councillors who wish to stay with friends or family, an allowance of \$30.00 for each night is allowed.

#### 3.2 Meals and Incidental Expenses

Councillors will be reimbursed for actual and reasonable expenses for meals and incidentals up to the maximum payable to exempt staff.

# CITY OF SASKATOON COUNCIL POLICY

NUMBER  
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POLICY TITLE	EFFECTIVE DATE	REVISED	PAGE NUMBER
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Any meal reimbursement over and above the allowable amount must be supported by a receipt with a reasonable explanation. Meals reimbursements are only for any meals not provided at the meeting or conference.

The incidental claim of \$7.00 is allowed only for those days requiring an overnight stay. It is intended to cover miscellaneous out-of-pocket costs such as newspapers and snacks. Any expenses over the above this rate will be reimbursed if reasonable. Examples of reasonable expenses include up to two personal long distance phone calls (one upon arrival and one upon departure) and laundry services for extended travel.

### 3.3 Transportation

A Councillor may choose his or her own means of travel, keeping in mind the most direct economical route. Councillors are encouraged to car-pool whenever possible.

If a Councillor chooses to drive his or her own private vehicle, expenses will be reimbursed as follows:

In-Province Travel – Based on a per kilometer reimbursement rate equal to the limits set by the Canada Revenue Agency for tax-exempt allowances for the use of personal vehicles.

Out-of-Province Travel – An allowance equal to the equivalent return economy airfare, plus any other costs such as airport limousines which would be incurred if the Councillor traveled by air.

Car rentals may be used where it is more cost effective than the use of taxis, limousine services, etc.

A Councillor will be reimbursed for actual and reasonable costs incurred for taxis, airport limousines or equivalent, for transportation between home or workplace and the designated airport or rail or bus station required for his or her travel. A Councillor will also be reimbursed for any actual and reasonable costs incurred for taxi or equivalent transportation on necessary official business at the destination.

# CITY OF SASKATOON COUNCIL POLICY

NUMBER  
C01-023

POLICY TITLE	EFFECTIVE DATE	REVISED	PAGE NUMBER
<i>City Councillors' Travel and Training</i>	<i>August 13, 2001</i>	<i>February 28, 2022</i>	<i>5 of 5</i>

## 3.4 Expense Reports

The City Clerk will, on an annual basis, prepare a report listing:

- a) the total cost of Councillors' combined travel and training from the Councillors' Common Travel and Training Budget; and
- b) the total cost of each Councillor's individual travel and training.

Upon approval of the Councillors, the report will be submitted as information to a City Council meeting.

If a request for detailed information regarding Councillors' travel expenses is made pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act*, the City Clerk will advise the affected Councillors.

## 4. RESPONSIBILITIES

- 4.1 The City Clerk is responsible for administering this Policy as outlined above and for recommending updates to this policy as necessary.
- 4.2 City Councillors are responsible for providing the necessary information to the City Clerk and for following the guidelines as noted in Sections 2 and 3 above.
- 4.3 Executive Committee is responsible for reviewing proposed amendments to this Policy and forwarding recommendations to City Council for approval.
- 4.4 City Council is responsible for approving amendments to this Policy.



# **Bylaw No. 2020-35**

## **Disclaimer:**

**This information has been provided solely for research convenience. Official bylaws are available from the Office of the City Clerk and must be consulted for purposes of interpretation and application of the law.**

BYLAW NO. 2020-35

THE ELECTED OFFICIAL COMPENSATION REVIEW COMMISSION BYLAW, 2020

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

**Purpose**

1 The purpose of this Bylaw is to establish the terms of reference, mandate and composition of an independent Elected Official Compensation Review Commission that can be appointed by City Council periodically to review and make recommendations to City Council regarding Council member’s compensation.

**Authority**

2 The authority for this Bylaw is sections 55 and 56 of *The Cities Act*.

**Interpretation**

3 In this Bylaw:

- (a) “Commission” means the Elected Official Compensation Review Commission;
- (b) “compensation package” means Council member’s salaries;
- (c) “Council” means the council of the City of Regina.

**Establishment and Mandate**

4 The Elected Official Compensation Review Commission shall be appointed by Council in accordance with the timelines set out in section 8 and shall have the following mandate:

- (a) to review and report on the current compensation package of Council members;
- (b) to conduct an interjurisdictional review of the compensation packages of council members in other similarly situated municipalities; and
- (c) to report and make recommendations to Council on possible changes to the compensation package.

**Appointment and Composition of Commission**

5(1) The Commission shall consist of three members appointed by resolution of Council, as follows:

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 \_\_\_\_\_  
 City Solicitor



- (a) one member nominated by the Johnson Shoyama Graduate School of Public Policy to act as the chairperson of the Commission;
  - (b) one member nominated by the Saskatchewan Federation of Labour; and
  - (c) one member nominated by the Regina Chamber of Commerce.
- (2) No person who is a member of Council, an immediate family member to a member of Council, or an employee of the City shall be appointed as a member of the Commission.
  - (3) The term of office for the specific members appointed by resolution of Council expires when the Commission has provided its report and recommendations to Council and Council has made a decision as to the compensation package.

**Quorum, Substitute Members, Vacancies, Removal**

- 6(1) Quorum for the Commission shall be a majority of the members appointed to the Commission.
- (2) When a member of the Commission is unable at any time to perform the duties of his or her office by reason of absence or temporary illness, Council may appoint a temporary substitute member on such terms and conditions as Council may prescribe.
- (3) Any vacancy may be filled for the unexpired portion of the term of the person being replaced by the appointment of Council of another eligible person.
- (4) A member of the Commission holds office at the pleasure of Council.
- (5) A member of the Commission may be suspended or removed by Council at any time and another person may be appointed by Council to act in place of the suspended or removed member.

**Secretary and Research Assistance**

- 7(1) The City Clerk, or designate, shall act as the secretary of the Commission.
- (2) The Commission will meet at the call of the chairperson.
- (3) The Commission may establish its own procedures.
- (4) The City Manager shall provide an independent compensation professional to work with and provide the Commission with the required research and policy assistance so that the Commission can fulfill its mandate.

### **Timing of Appointment and Reporting**

- 8(1) After November 9, 2020, a review of the Council member's compensation package shall occur prior to every second general election.
- (2) Subject to subsection (4), where a review is required pursuant to subsection (1), Council shall appoint the members of the Commission, and the Commission shall be convened on or before January 1<sup>st</sup> of the year in which the general election takes place.
- (3) Once the members of the Commission are appointed and the Commission convened, the Commission shall conduct their review and provide their report and recommendations by June 30<sup>th</sup> of the year in which the general election takes place.
- (4) Notwithstanding subsection (2), for 2020, Council shall appoint the members of the Commission, and the Commission shall conduct the review and provide the report and recommendations by August 26, 2020.
- (5) Notwithstanding subsections (3) and (4), if the Commission is unable to report within the time limits in this section, the Commission shall report to Council at its earliest opportunity and provide the date upon which it will be able to submit its report to Council.

### **Decision**

- 9(1) After receiving a report from the Commission pursuant to this Bylaw, Council shall, within 30 days, consider the recommendations of the Commission and may:
- (a) accept the recommendations, in whole or in part;
  - (b) modify the recommendations, in whole or in part, or
  - (c) reject the recommendations, in whole or in part, and may remit the matter back to the Commission for further investigation and recommendations.
- (2) Subject to any Council direction, any decision to change the compensation package for Council members shall take effect January 1<sup>st</sup> of the year immediately following the general election.
- 10 Bylaw No. 2001-87, being *The City Council Remuneration Review Commission Bylaw* is repealed.

11 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 27<sup>th</sup> DAY OF May 2020.

READ A SECOND TIME THIS 27<sup>th</sup> DAY OF May 2020.

READ A THIRD TIME AND PASSED THIS 30<sup>th</sup> DAY OF June 2020.

M. FOUGERE  
\_\_\_\_\_  
Mayor

J. NICOL  
\_\_\_\_\_  
City Clerk (SEAL)

CERTIFIED A TRUE COPY

\_\_\_\_\_  
City Clerk

ABSTRACT

BYLAW NO. 2020-35

THE ELECTED OFFICIAL COMPENSATION REVIEW COMMISSION BYLAW, 2020

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PURPOSE:	The purpose of this Bylaw is to establish a framework for an independent Elected Official Compensation Review Commission to be established by Council to periodically review and make recommendations to Council regarding Council member's compensation.
ABSTRACT:	This Bylaw sets up the terms of reference, mandate and composition of an independent Elected Official Compensation Review Commission. It also sets out when a review is to be done and the timelines for appointing and convening the Commission as well as the timelines for the Commission to complete their review and report to Council. The review will occur prior to every second general election with the Commission being appointed by January 1 <sup>st</sup> of the year of the general election and completing its review and report by June 30 <sup>th</sup> of the year of the election. These timelines are altered for 2020.
STATUTORY AUTHORITY:	Sections 55 and 56 of <i>The Cities Act</i>
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	N/A
PUBLIC NOTICE:	Setting the remuneration for members of Council is a matter that requires public notice pursuant to section 101 and section 102 of <i>The Cities Act</i> . Public notice was provided on the City's website, public notice board and the Leader Post on February 29, 2020 and May 16, 2020.
REFERENCE:	Report EX20-7 from the March 11, 2020 Executive Committee meeting and CR20-28 from the April 29, 2020 City Council meeting
AMENDS/REPEALS:	New bylaw but repeals Bylaw No. 2001-87

CLASSIFICATION: Administrative

INITIATING DIVISION: Office of the City Clerk  
INITIATING DEPARTMENT: Office of the City Clerk



# **Bylaw No. 2001-108**

## **Disclaimer:**

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## **Office Consolidation**

THE REGINA CITY COUNCIL REMUNERATION BYLAW, 2001

No. 2001-108

Including Amendments to October 28, 2020

**This Bylaw has been consolidated under the authority of the City Clerk. It represents proof, in absence of evidence to the contrary of:**

- a) the original bylaw and of all bylaws amending it; and**
- b) the fact of passage of the original and all amending bylaws.**

AMENDMENTS

Bylaw No. 2014-20

Bylaw No. 2018-55

Bylaw No. 2020-62

DATE PASSED

February 27, 2014

November 26, 2018

October 28, 2020



BYLAW NO. 2001-108

THE REGINA CITY COUNCIL REMUNERATION BYLAW, 2001

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THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

**Authority**

1. The authority for this Bylaw is section 56 of *The Cities Act*.  
(#2014-20, s. 2, 2014)

**Definitions**

- 1.1 (a) **‘City’** means the municipal corporation of the City of Regina or where the context requires the geographical area within the city limits;
- (b) **‘comparator cities’** means the following cities:
- (i) Abbotsford, British Columbia;
  - (ii) Burnaby, British Columbia;
  - (iii) Coquitlam, British Columbia;
  - (iv) Gatineau, Quebec;
  - (v) Greater Sudbury, Ontario;
  - (vi) Kelowna, British Columbia;
  - (vii) Kitchener, Ontario;
  - (viii) Lethbridge, Alberta;
  - (ix) London, Ontario;
  - (x) Red Deer, Alberta;
  - (xi) Richmond, British Columbia;
  - (xii) Saskatoon, Saskatchewan;

(xiii) Windsor, Ontario.

- (c) **‘consumer price index’** means the all items Regina CMA geographic area consumer price index as released by Statistics Canada;
- (d) **‘Council’** means the Council of the City of Regina;
- (e) **‘Councillor’** means a member of Council other than the Mayor of the City;
- (f) **‘remuneration’** means the base amount paid to the Mayor or a Councillor for the performance of their duties as elected officials and does not include any benefits, or reimbursement or allowances for expenses or any stipends, commissions, bonuses or any additional amounts that they may be provided from time to time.

(#2020-62, s.4, 2020)

#### **Remuneration for Mayor**

- 2 (1) As of January 1, 2021, the annual remuneration for the Mayor shall be calculated in **accordance** with the following formula:

$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for the Mayor for the year in which the adjustment is being made;

PBS means the annual base remuneration for the Mayor from the year immediately preceding the year in which the adjustment is being made, which is \$148,163 for 2020;

CPI means the average of the percentage change of the previous year’s annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

MI means the median increment which is calculated by subtracting the PBS from the median of the comparator cities, which for 2020 equals \$151,015, and dividing this number by 3.

- (2) As of January 1, 2022, the annual remuneration for the Mayor shall be calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for the Mayor for the year in which the adjustment is being made;

PBS means the annual base remuneration for the Mayor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

MI means the median increment calculated in accordance with subsection (1) including the accumulated CPI adjustment from subsection (1).

- (3) As of January 1, 2023, the annual remuneration for the Mayor shall be calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for the Mayor for the year in which the adjustment is being made;

PBS means the annual base remuneration for the Mayor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

MI means the median increment calculated in accordance with subsection (2) including the accumulated CPI adjustment from subsection (2).

- (4) As of January 1, 2024, the annual remuneration for the Mayor shall be calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS)$$

Where:

ABS means the annual base remuneration for the Mayor for the year in which the adjustment is being made;

PBS means the annual base remuneration for the Mayor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth.

- (5) Every four years commencing on November 1, 2024, the annual base remuneration for the Mayor shall be reviewed and adjusted each year for the subsequent four year period based on the median of the comparator cities in accordance with the following:

- (a) where the percentage increase or decrease between the Mayor's annual remuneration in the year in which the review is taking place and the median of the annual base remuneration for the mayors in the comparator cities in the year the review is taking place is an amount equal to 5% or less, then the new annual base remuneration for each subsequent year of the four year term is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS)$$

Where:

ABS means the annual base remuneration for the Mayor for the year in which the adjustment is being made;

PBS means the annual base remuneration for the Mayor from the year immediately preceding the year in which the adjustment is being made including the accumulated CPI adjustment from the previous year;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

- (b) where the percentage increase or decrease between the Mayor's annual remuneration in the year in which the review is taking place and the median of the annual base remuneration for the mayors in the comparator cities in the year the review is taking place is an amount equal to 10% or less but greater than 5% then:

- (i) the median of the comparator cities is used as the annual base remuneration for the first year of the four year period in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS)$$

Where:

ABS means the annual base remuneration for the Mayor for the year in which the adjustment is being made;

PBS means the median of the annual base remuneration for the mayors in the comparator cities in the year the review is taking place;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

- (ii) for the second, third and fourth years of the four year term the annual base remuneration is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS)$$

Where:

ABS means the annual base remuneration for the Mayor for the year in which the adjustment is being made;

PBS means the annual base remuneration for the Mayor from the year immediately preceding the year in which the adjustment is being made including the accumulated CPI adjustment from the previous year;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

(c) where the percentage increase or decrease between the Mayor's annual remuneration in the year in which the review is taking place and the median of the annual base remuneration for the mayors in the comparator cities in the year the review is taking place is an amount greater than 10% then:

(i) the new annual base remuneration for the first year of the four year term is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for the Mayor for the year in which the adjustment is being made;

PBS means the annual base remuneration for the Mayor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

MI means the median increment which is calculated by subtracting the PBS from the median of the comparator cities and dividing this number by 3;

(ii) the new annual base remuneration for the second year of the four year term is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for the Mayor for the year in which the adjustment is being made;

PBS means the annual base remuneration for the Mayor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

MI means the median increment calculated in accordance with clause (5)(c)(i) including the accumulated CPI adjustment from clause (5)(c)(i);

- (iii) the new annual base remuneration for the third year of the four year term is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for the Mayor for the year in which the adjustment is being made;

PBS means the annual base remuneration for the Mayor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

MI means the median increment calculated in accordance with clause (5)(c)(ii) including the accumulated CPI adjustment from clause (5)(c)(ii);

- (iv) the new annual base remuneration for the fourth year of the four year term is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS)$$

Where:

ABS means the annual base remuneration for the Mayor for the year in which the adjustment is being made;

PBS means the annual base remuneration for the Mayor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year’s annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

- (6) For the purposes of the formula in clause 5(c), if (MI x CPI) equals a negative amount, this amount shall be changed to a positive amount unless CPI is a negative amount.

**Remuneration for Councillors**

2.1 (1) As of January 1, 2021, the annual remuneration for each Councillor shall be calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for a Councillor for the year in which the adjustment is being made;

PBS means the annual base remuneration for a Councillor from the year immediately preceding the year in which the adjustment is being made, which is \$45,530 for 2020;

CPI means the average of the percentage change of the previous year’s annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;  
MI means the median increment which is calculated by subtracting the PBS from the median of the comparator cities, which for 2020 was \$57,660, and dividing this number by 3.

- (2) As of January 1, 2022, the annual remuneration for each Councillor shall be calculated in accordance with the following formula:



$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for a Councillor for the year in which the adjustment is being made;

PBS means the annual base remuneration for a Councillor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

MI means the median increment calculated in accordance with subsection (1) including the accumulated CPI adjustment from subsection (1).

- (3) As of January 1, 2023, the annual remuneration for each Councillor shall be calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for a Councillor for the year in which the adjustment is being made;

PBS means the annual base remuneration for a Councillor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

MI means the median increment calculated in accordance with subsection (2) including the accumulated CPI adjustment from subsection (2).

- (4) As of January 1, 2024, the annual remuneration for each Councillor shall be calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS)$$

Where:

ABS means the annual base remuneration for a Councillor for the year in which the adjustment is being made;

PBS means the annual base remuneration for a Councillor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth.

- (5) Every four years commencing on November 1, 2024, the annual base remuneration for each Councillor shall be reviewed and adjusted each year for the subsequent four year period based on the median of the comparator cities in accordance with the following:

- (a) where the percentage increase or decrease between a Councillor's annual remuneration in the year in which the review is taking place and the median of the annual base remuneration for the councillors in the comparator cities in the year the review is taking place is an amount equal to 5% or less, then the new annual base remuneration for each year of the four year term is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS)$$

Where:

ABS means the annual base remuneration for a Councillor for the year in which the adjustment is being made;

PBS means the annual base remuneration for a Councillor from the year immediately preceding the year in which the adjustment is being made including the accumulated CPI adjustment from the previous year;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

(b) where the percentage increase or decrease between a Councillor's annual remuneration in the year in which the review is taking place and the median of the annual base remuneration for the councillors in the comparator cities in the year the review is taking place is an amount equal to 10% or less but greater than 5% then:

(i) the median of the comparator cities is used as the annual base remuneration for the first year of the four year period in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS)$$

Where:

ABS means the annual base remuneration for a Councillor for the year in which the adjustment is being made;

PBS means the median of the annual base remuneration for the councillors in the comparator cities in the year the review is taking place;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

(ii) for the second, third and fourth years of the four year term the annual base remuneration is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS)$$

Where:

ABS means the annual base remuneration for a Councillor for the year in which the adjustment is being made;

PBS means the annual base remuneration for a Councillor from the year immediately preceding the year in which the adjustment is being made including the accumulated CPI adjustment from the previous year;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

- (c) where the percentage increase or decrease between a Councillor's annual remuneration in the year in which the review is taking place and the median of the annual base remuneration for the councillors in the comparator cities in the year the review is taking place is an amount greater than 10% then:

- (i) the new annual base remuneration for the first year of the four year term is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for a Councillor for the year in which the adjustment is being made;

PBS means the annual base remuneration for a Councillor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

MI means the median increment which is calculated by subtracting the PBS from the median of the comparator cities and dividing this number by 3;

- (ii) the new annual base remuneration for the second year of the four year term is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for a Councillor for the year in which the adjustment is being made;

PBS means the annual base remuneration for a Councillor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

MI means the median increment calculated in accordance with clause (5)(c)(i) including the accumulated CPI adjustment from clause (5)(c)(i);

- (iii) the new annual base remuneration for the third year of the four year term is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS) + ((MI \times CPI) + MI)$$

Where:

ABS means the annual base remuneration for a Councillor for the year in which the adjustment is being made;

PBS means the annual base remuneration for a Councillor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth;

MI means the median increment calculated in accordance with clause (5)(c)(ii) including the accumulated CPI adjustment from clause (5)(c)(ii);

- (iv) the new annual base remuneration for the fourth year of the four year term is calculated in accordance with the following formula:

$$ABS = ((PBS \times CPI) + PBS)$$

Where:

ABS means the annual base remuneration for a Councillor for the year in which the adjustment is being made;

PBS means the annual base remuneration for a Councillor from the year immediately preceding the year in which the adjustment is being made;

CPI means the average of the percentage change of the previous year's annual increases or decreases to the consumer price index as reported each month from November to October, rounded to the nearest hundredth, divided by 100 with the resulting amount rounded to the nearest thousandth.

- (6) For the purposes of the formula in clause 5(c), if (MI x CPI) equals a negative amount, this amount shall be changed to a positive amount unless CPI is a negative amount.

#### **New remuneration effective January 1st**

- 2.2 Where an adjustment is required for the remuneration calculated in sections 2 and 2.1, the new remuneration is effective as of the first day in January.

#### **Rounding**

- 2.3 Where there are dollar amounts used in the formulae in sections 2 and 2.1, the amounts shall be rounded to the nearest whole dollar.

#### **Benefits**

- 2.4 (1) The Mayor and Councillors may elect to receive medical and dental benefits comparable to the current benefits of City Out of Scope staff.
- (2) If the Mayor or a Councillor elects to receive medical and dental benefits, the associated annual costs for medical (100% employer funded) and dental benefits (50/50 employee/employer cost shared) be funded from the Mayor's Office Budget and Council Office Budget, respectively.

(#2014-20, s. 3, 2014, #2018-55, s. 2, 2018)(#2020-62, s.5, 2020)

**Effective Date**

3. This Bylaw shall come into force upon passage.

READ A FIRST TIME THIS 17th DAY OF DECEMBER, 2001.

READ A SECOND TIME THIS 17th DAY OF DECEMBER, 2001.

READ A THIRD TIME AND PASSED THIS 17th DAY OF DECEMBER, 2001.

P. FIACCO  
Mayor

R. MARKEWICH  
City Clerk

(SEAL)

CERTIFIED A TRUE COPY

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City Clerk

ABSTRACT

BYLAW NO. 2001-108

THE REGINA CITY COUNCIL  
REMUNERATION BYLAW, 2001

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PURPOSE: To set the annual salaries payable to members of Council

ABSTRACT: This Bylaw implements the recommendation of the City Council Remuneration Review Commission, established by Bylaw No. 2001-87. The salary for members of Council will be set annually at a percentage of the salary of a provincial cabinet minister: 77.3% for the Mayor, and one-third of that amount for other members of Council. The salaries would automatically be reviewed annually on January 1 of each year.

STATUTORY  
AUTHORITY: Section 39(1) of *The Urban Municipality Act, 1984*

PUBLIC HEARING: None required.

REFERENCE: Accompanying Report

AMENDS/REPEALS: N/A

CLASSIFICATION: Administrative

ORIGINATING DEPT.: City Manager





**RPT 22-191**

**TITLE:** City Manager Appointment

**DATE:** April 21, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATIONS:**

1. That Sherry Person be appointed as City Manager for the City of Prince Albert for an eighteen (18) month term, effective May 1, 2022; and,
2. That the Mayor and City Clerk be authorized to execute the Employment Contract on behalf of The City, once prepared, according to the terms outlined in the report.

**TOPIC & PURPOSE:**

The purpose of this report is to review and consider the appointment of a City Manager following the retirement of the previous City Manager.

**BACKGROUND:**

Effective March 31, 2022, Jim Toye officially retired as City Manager of the City of Prince Albert. On March 2, 2022 Sherry Person was appointed as Acting City Manager, which was extended until April 30, 2022.

**PROPOSED APPROACH AND RATIONALE:**

The City Manager position is a crucial element to the decision-making structure and operations of the City as one of the three (3) Officers of Council that are hired directly by City Council.

In order to ensure continuance of a City Manager beyond April 30, 2022, Mayor Dionne is recommending Sherry Person be appointed as City Manager for an 18 month term.

Since Sherry has been acting in the role of City Manager she has proven herself capable of undertaking the role as administrative head for the City.

Sherry has been employed by the City of Prince Albert since 1994 taking on progressively responsible positions throughout her 28 year career with the City. For the past 8 years, Ms. Person has served as the City Clerk overseeing the legislative, privacy, governance, and election responsibilities for the City. In this role in addition to managing the City Clerk's Office, she has undertaken a number of ambitious projects including the restructuring of the Council and Committee process, establishing corporate privacy procedures, implementation of an electronic agenda and report process, and the completion of a substantial review and implementation of the City's Administration, Procedure, and Code of Ethics Bylaw.

Ms. Person has demonstrated herself to be a strong leader within the organization bringing a great degree of ambition, focus, thoroughness, and accountability to her work. These skills along with her governance knowledge will be key assets in the term ahead and will be relied upon to guide the City to achieve greater levels of teamwork, trust, and communication.

The general terms of the agreement are as follows:

- \$190,000 annual salary
- Retention of all current benefits including pension allocations, health and dental coverage, sick time accruals, vested sick leave, EDOs, and vacation allocations

Following the 18 month term, three options would be considered and reviewed by both parties:

- Extension of the contract
- Revert back to the City Clerk position
- Retirement

If it is mutually agreed to extend the contract, she will be required to establish her permanent residence within the City of Prince Albert.

As City Manager, Ms. Person will have all the powers, duties, accountabilities, and functions of the City Manager as outlined in the City's Administration Bylaw.

### **CONSULTATIONS:**

Mayor Dionne has met with Ms. Person to discuss her interest in undertaking the role as City Manager for the next eighteen (18) months and has spoken with members of Council in this regard as well.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

This public report is being considered at a public City Council meeting on April 25, 2022. This report along with the decision of City Council will be available for review by members of the public on The City's website.

Once approved by City Council a media release will be prepared announcing her appointment.

**POLICY IMPLICATIONS:**

Section 84 of *The Cities Act* states that every Council shall establish an administrative head of the City. The City Manager shall perform all the powers and functions that are assigned to them by *The Cities Act*, other Acts, or by Council.

The City's Administration Bylaw, states that Council shall by resolution appoint an individual to the position of City Manager and shall establish the terms and conditions of the City Manager's service.

**FINANCIAL IMPLICATIONS:**

The City Manager's annual salary will be \$190,000 effective May 1, 2022, in accordance with the Employment Contract.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no options to the recommendation, privacy implications, official community plan implementation strategies, or other considerations.

**STRATEGIC PLAN:**

This report supports the Strategic Goal of corporate sustainability by ensuring the City recognizes that a well-functioning organization needs to be clear on the roles and functions of Administration and Council and committed to continued improvement in governance and organizations.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

Written by: Renee Horn, Executive Assistant

Approved by: Mayor Greg Dionne



# City of Prince Albert

**RPT 22-190**

**TITLE:** City Clerk Appointment

**DATE:** April 20, 2022

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

That Terri Mercier be appointed as City Clerk for the City of Prince Albert for an eighteen (18) month term, effective May 1, 2022.

## **TOPIC & PURPOSE:**

The purpose of this report is to review and consider the appointment of a City Clerk following the appointment of the City Clerk to City Manager.

## **BACKGROUND:**

On March 2, 2022 the City Clerk, Sherry Person, was appointed as Acting City Manager of The City. With the City Clerk's position vacant, Terri Mercier was appointed as Acting City Clerk, which was effective until April 30, 2022.

## **PROPOSED APPROACH AND RATIONALE:**

The City Clerk's position is one of the three (3) Officers of Council that are hired directly by City Council.

Mayor Dionne is recommending the appointment of Terri Mercier as City Clerk as she has been acting in this role full-time since March 2, 2022. Prior to that, Terri has stepped in as Acting City Clerk when required.

Terri Mercier has been employed by the City of Prince Albert since 1997. In 2014, Terri took on the role of Corporate Legislative Manager and since then, Terri has gained an extensive knowledge of legislative processes, organization and project management, all of which make her an ideal candidate as City Clerk.

**CONSULTATIONS:**

Mayor Dionne met with Ms. Mercier to discuss her interest in undertaking the role of City Clerk for the next eighteen (18) months and has spoken with members of Council in this regard as well.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The public report, along with the decision of City Council, will be available for review by members of the public on the City's website.

**POLICY IMPLICATIONS:**

Section 85 of *The Cities Act* states that every Council shall appoint a person as City Clerk and sets out a number of duties that shall be undertaken in the role.

The City's Administration Bylaw states that Council shall by resolution appoint an individual to the position of City Clerk and establishes the powers, duties and functions of the City Clerk.

**FINANCIAL IMPLICATIONS:**

The City Clerk's annual salary will be \$112,210 effective March 7, 2022, which is the official date she assumed the position of Acting City Clerk.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There is no options to the recommendations, privacy implications, official community plan implementation strategies or other considerations.

**STRATEGIC PLAN:**

This report supports the Strategic Goal of corporate sustainability by ensuring the City recognizes that a well-functioning organization needs to be clear on the roles and functions of Administration and Council and committed to continued improvement in governance and organizations.

**PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

Written by: Renee Horn, Executive Assistant

Approved by: Acting City Manager



City of  
**Prince Albert**

*MOT 22-5*

**MOTION:**

“That the City implement the Truth and Reconciliation Commission of Canada’s Call to Action No. 88 “We call upon all levels of government to take action to long-term Aboriginal athlete development and growth, and continued support for the North American Indigenous Games, including funding to host the games and for provincial and territorial team preparation and travel”.”

Written by: Councillor Lennox-Zepp



City of  
**Prince Albert**

*MOT 22-6*

**MOTION:**

That the City implement the Truth and Reconciliation Commission of Canada's Call to Action No. 43.

Written by: Councillor Head



City of  
**Prince Albert**

*MOT 22-7*

**MOTION:**

That the City implement the Truth and Reconciliation Commission of Canada's Call to Action No. 57.

Written by: Councillor Head