



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

AGENDA

**MONDAY, MARCH 25, 2024, 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 4, 2024 City Council Meeting Minutes for Approval (MIN 24-14)

Page 1

7. NOTICE OF PROCLAMATIONS

8. PUBLIC HEARINGS

8.1 Bylaw No. 7 of 2024 - 2nd & 3rd Reading (RPT 24-77)

Page 13

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

11.1 Prince Albert Rural Water Utility Supply Agreement (RPT 24-59)

Page 21

11.2 Light Duty Pickups Tender 11/24 (RPT 24-71)

Page 25

11.3	Truck with Aerial Device (Forestry Unit) (RPT 24-73)	Page 29
11.4	Fairway Golf Course Mower Evaluation (RPT 24-74)	Page 32
11.5	2024 Traffic Line Painting Tender (RPT 24-85)	Page 35
11.6	Prince Albert Event Centre - Detailed Design Drawings and Approval to Proceed to Prequalification of General Contractors (RPT 24-86)	Page 37
11.7	2024 Community Grant Program (RPT 24-68)	Page 63
11.8	Lease Agreement - River Bank Development Corporation (RPT 24-82)	Page 84
11.9	Lease Agreement - Children's Choice Development Cooperative (RPT 24-83)	Page 100
11.10	Heritage Property Alteration – Octagonal Building - 820 Exhibition Drive (RPT 24-78)	Page 116
11.11	Out of Scope Vacation Leave and Management Days Off Policy (RPT 24-88)	Page 127
11.12	Capital Financing Request for Proposal No. 3 of 2024 (RPT 24-70)	Page 142

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

15. INQUIRIES RESPONSES

16. NOTICE OF MOTION

17. MOTIONS

18. PUBLIC FORUM

19. ADJOURNMENT



City of
Prince Albert

MIN 24-14

MOTION:

That the Minutes for the City Council Regular Meeting held March 4, 2024, be taken as read and adopted.

ATTACHMENTS:

1. Minutes



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

MINUTES

**MONDAY, MARCH 4, 2024, 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 (Attended via video conferencing at 5:16
p.m., excused at 5:50 p.m.)
Councillor Dawn Kilmer
Councillor Darren Solomon

Terri Mercier, City Clerk
Sherry Person, City Manager
Shea Lucas, Secretary
Mitchell J. Holash, K.C., City Solicitor
Jeff Da Silva, Director of Public Works
Kiley Bear, Director of Corporate Services
Jody Boulet, Director of Community Services
Ramona Fauchoux, Director of Financial Services
Craig Guidinger, Director of Planning and Development Services

1. CALL TO ORDER

Mayor Dionne called the meeting to order.

2. LAND ACKNOWLEDGEMENT & PRAYER

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

3. APPROVAL OF AGENDA

0038. **Moved by:** Councillor Head
Seconded by: Councillor Solomon

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

1. That the revised Approved Paving Projects Map replace the existing map to Item No. 11.3 with respect to RPT 24-63 – Urban Highway Connector Program Agreement;
2. That Item No. 11.9 with respect to RPT 24-60 – Request for Tax Relief Application – Canadian Revival Centre Corporation (CRCC) be removed.

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

Absent: Councillor Edwards

CARRIED UNANIMOUSLY

4. PRESENTATIONS & RECOGNITIONS

5. DECLARATION OF CONFLICT OF INTEREST

- 5.1 Councillor Lennox-Zepp – Item No. 10.1 regarding OIPC Investigation Report 320-2023 – Spouse is the Canadian Union of Public Employees National Representative.
- 5.2 Councillor Edwards – Item No. 11.5 regarding Year 2023 Destination Marketing Levy Grants Paid to Host Committees – Assistant Coach of U18 Royals who hosted Ball Tournament where Destination Marketing Funding was granted to Prince Albert Minor Baseball Association.

6. ADOPTION OF MINUTES

0039. **Moved by:** Councillor Miller
Seconded by: Councillor Ogrodnick

That the Minutes of the Council Regular Meeting held February 12, 2024, be taken as read and adopted.

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

Absent: Councillor Edwards

CARRIED UNANIMOUSLY

7. NOTICE OF PROCLAMATIONS

- 7.1 Amyloidosis Awareness Month – March 2024

8. PUBLIC HEARINGS

9. DELEGATIONS

10. COMMUNICATIONS

- 10.1 OIPC Investigation Report 320-2023 – City of Prince Albert (CORR 24-12)

0040. **Moved by:** Councillor Solomon
Seconded by: Councillor Kilmer

That CORR 24-12 be received as information and filed.

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

Absent: Councillor Edwards

Absent – Declared Conflict of Interest: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11. REPORTS OF ADMINISTRATION & COMMITTEES

11.1 Development Permit Application – Child Care Centre – 2815 1st Avenue West (RPT 24-58)

11.1.1 New Child Care Centre on 1st Avenue West (CORR 24-13)

0041. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

1. That the Discretionary Use Development Permit Application for a Child Care Centre for up to 30 children located at 2815 – 1st Avenue West, legally described as Lot 23, Block 5, Plan No. 75PA18359, Extension 60 and Lot 24, Block 5, Plan No. 75PA18359, Extension 61, be approved;
2. That off-site parking for the provision of five (5) required parking spaces be approved subject to the submission of an executed off-site parking agreement; and,
3. That CORR 24-13 be referred to the Public Works Department for response.

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

Absent: Councillor Edwards

CARRIED UNANIMOUSLY

11.2 Community Airports Partnership – Agreement – Airfield Cameras (RPT 24-43)

0042. **Moved by:** Councillor Head
Seconded by: Councillor Cody

1. That the Community Airports Partnership Agreement between The City and His Majesty the King in Right of the Government of Saskatchewan, as represented by the Minister responsible for the Ministry of Highways, for funding fifty percent (50%) of the installation of four (4) Airfield Cameras to a maximum of \$33,000, be approved;
2. That the project cost for the installation of four (4) Airfield Cameras be funded as follows:
 - a. \$33,000 from the Community Airports Partnership;
 - b. \$33,000 from the Airport Improvement Fund; and,

- c. \$3,000 from Airport Operation Airside Maintenance Budget; and,
- 3. That the Mayor and City Clerk be authorized to execute the Agreement and any other applicable documents on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

11.3 2nd Avenue West Paving – Urban Highway Connector Program Agreement (RPT 24-63)

0043. **Moved by:** Councillor Solomon
Seconded by: Councillor Kilmer

- 1. That the Agreements between The City and His Majesty the King in Right of the Government of Saskatchewan, as represented by the Minister responsible for the Ministry of Highways, be approved to fund the Project on these essential terms:
 - a. The Project limits shall be 2nd Avenue West from Marquis Road to 26th Street and 2nd Avenue West from 26th Street to 17th Street; and,
 - b. The Ministry’s financial contribution will be seventy percent (70%) of the Project cost up to \$660,226;
- 2. That the project to be included in the 2024 or 2025 Roadways Paving Program pending Ministry approval of the year to complete the work; and,
- 3. That the Mayor and City Clerk be authorized to execute the Agreements and any other applicable documents on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

11.4 Destination Marketing Fund Grant Capital Enhancements Application & New Event Application – 2024 & 2025 WBSC Men’s World Cup of Softball (RPT 24-62)

0044. **Moved by:** Councillor Ogrodnick
Seconded by: Councillor Solomon

- 1. That \$100,000 be approved for funding under the Destination Marketing Fund Grant – Capital Enhancements to the 2024 & 2025 Men’s Softball World Cup Committee of the 2024 & 2025 World Baseball Softball Confederation Men’s World Cup of Softball;
- 2. That \$250,000 be approved for funding under the Destination Marketing Fund Grant – New Event to the 2024 & 2025 Men’s Softball World Cup Committee of the 2024 & 2025 World Baseball Softball Confederation Men’s World Cup of Softball, with the following disbursement:
 - a. \$125,000 for the 2024 WBSC Men’s World Cup of Softball Qualifier be distributed in 2024; and,
 - b. \$125,000 for the 2025 WBSC Men’s World Cup of Softball be deferred to 2025;
- 3. That the total allocated amounts as shown above be funded from the Destination Marketing Levy Reserve; and,
- 4. That the Mayor and City Clerk be authorized to execute the Funding Agreements on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

11.5 Year 2023 Destination Marketing Levy Grants Paid to Host Committees (RPT 24-53)

0045. **Moved by:** Councillor Kilmer
Seconded by: Councillor Ogrodnick

That RPT 24-44 be received as information and filed.

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

Absent – Declared Conflict of Interest: Councillor Edwards

CARRIED UNANIMOUSLY

11.6 Destination Marketing Levy Grant Funding Portion of Tourism Coordinator Salary (RPT 24-54)

0046. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

That fifty percent (50%) of the Tourism Coordinator position's funding, including benefits and annual increments, be allocated from the Destination Marketing Levy Reserve.

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

CARRIED UNANIMOUSLY

11.7 Bylaw No. 7 of 2024 – Rezoning a Portion of the 700th Block of Marquis Road East from FUD – Future Urban Development to C4 – Highway Commercial (RPT 24-56)

0047. **Moved by:** Councillor Cody
Seconded by: Councillor Head

1. That Bylaw No. 7 of 2024 be introduced and given first reading; and,
2. That Administration provide notification to hold a Public Hearing.

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

CARRIED UNANIMOUSLY

0048. **Moved by:** Councillor Cody
Seconded by: Councillor Head

That Bylaw No. 7 of 2024 be introduced and read a first time.

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

CARRIED UNANIMOUSLY

11.8 Digital Sign Application – 1401 2nd Avenue West (RPT 24-57)

0049. **Moved by:** Councillor Head
Seconded by: Councillor Miller

That the Sign Permit Application for a Digital Sign to be located at 1401 – 2nd Avenue West, legally described as Lots 2-5, Block 8, Plan No. C199, be approved.

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

CARRIED UNANIMOUSLY

11.10 2024 Municipal and In-City School Boards Election (RPT 24-50)

0050. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Miller

That the City require all nominated Municipal Election Candidates to disclose the source of their campaign contributions and amounts as available under Section 34 of *The Cities Act*.

In Favour: Councillors: Lennox-Zepp and Miller

Against: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

MOTION DEFEATED (7 to 2)

0051. **Moved by:** Councillor Cody
Seconded by: Councillor Kilmer

1. That the Corporate Legislative Manager act as the Returning Officer in the absence of the City Clerk, if required;
2. That the remuneration rates for Election workers, which include compensation for training and meals, be established, as follows:

Position	Base Wage	Meal Allowance (Lunch & Supper)	Training (\$40/session – 2 to 3 hr)	Overall Cost (based on 12 hrs)
Supervisory Deputy Returning Officer	\$20.50	\$41	\$80	\$367.00
Deputy Returning Officer	\$17.50	\$41	\$40	\$291.00
Poll Clerk	\$15.50	\$41	\$40	\$267.00

3. That mileage claims, relating to Supervisory, Mobile and Special Poll workers, during the conduct of their election duties, be reimbursed in accordance with the City's approved travel rates;
4. That Administration proceed with providing free Transit on Election Day, November 13, 2024;
5. That the Request for Proposal for Election Voting Equipment and Results Software Program be awarded to Election Systems & Software Canada ULC, in the estimated amount of \$37,420, plus applicable taxes; and,
 - a. That the Mayor and City Clerk be authorized to execute the necessary Agreement, on behalf of The City, once prepared; and,
6. That Bylaw No. 8 of 2024 be introduced and given three (3) readings.

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

Against: Councillor Lennox-Zepp

CARRIED (8 to 1)

0052. **Moved by:** Councillor Cody
Seconded by: Councillor Kilmer

That Bylaw No. 8 of 2024 be introduced and read a first time.

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

Against: Councillor Lennox-Zepp

CARRIED (8 to 1)

0053. **Moved by:** Councillor Cody
Seconded by: Councillor Kilmer

That Bylaw No. 8 of 2024 be read a second time.

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

Against: Councillor Lennox-Zepp

CARRIED (8 to 1)

0054. **Moved by:** Councillor Cody
Seconded by: Councillor Kilmer

That leave be granted to read Bylaw No. 8 of 2024 a third time.

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

Absent: Councillor Edwards

CARRIED UNANIMOUSLY

0055. **Moved by:** Councillor Cody
Seconded by: Councillor Kilmer

That Bylaw No. 8 of 2024 be read a third time and passed; and, that Bylaw No. 8
of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

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

Against: Councillor Lennox-Zepp

Absent: Councillor Edwards

CARRIED (7 to 1)

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

15. INQUIRY RESPONSES

15.1 February 12, 2024 City Council Inquiry Responses (INQ 24-3)

0056. **Moved by:** Councillor Kilmer
Seconded by: Councillor Cody

That INQ 24-3 be received as information and filed.

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

Absent: Councillor Edwards

CARRIED UNANIMOUSLY

16. NOTICE OF MOTION

17. MOTIONS

17.1 Motion – Councillor Head – Costs of Clearing Sidewalk on Rotary Trail (MOT 24-1)

0057. **Moved by:** Councillor Head
Seconded by: Councillor Lennox-Zepp

That Administration prepare a report on the costs to clear the section of sidewalk where the Rotary Trail ends in the 500 Block of 4th Street East and begins again on the 700 Block of 2nd Street East.

In Favour: Councillors: Head, Lennox-Zepp and Ogrodnick

Against: Councillors: Cody, Kilmer, Miller, Solomon and Mayor Dionne

Absent: Councillor Edwards

MOTION DEFEATED (5 to 3)

18. PUBLIC FORUM

19. ADJOURNMENT – 6:11 P.M.

0058. **Moved by:** Councillor Kilmer
Seconded by: Councillor Miller

That this Council do now adjourn.

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

Absent: Councillor Edwards

CARRIED UNANIMOUSLY

MAYOR GREG DIONNE CITY CLERK

MINUTES ADOPTED THIS 25TH DAY OF MARCH, A.D. 2024.



City of Prince Albert

RPT 24-77

TITLE: Bylaw No. 7 of 2024 - 2nd & 3rd Reading

DATE: **March 14, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That Bylaw No. 7 of 2024 be given 2nd and 3rd reading.

TOPIC & PURPOSE:

The purpose of this report is to request the 2nd and 3rd reading of Bylaw No. 7 of 2024 to rezone 3.18 hectares of land legally described as Parcel 49, Plan 101816939 Ext. 129 from the FUD – Future Urban Development Zoning District to the C4 – Highway Commercial Zoning District.

BACKGROUND:

The Department of Planning and Development Services is in receipt of a Zoning Bylaw Amendment Application to rezone property located on the Eastern corner of Marquis Road East and 7th Avenue East from FUD – Future Urban Development to C4 – Highway Commercial. See the attached “Location Plan - Aerial” for the exact location.

The purpose of the C4 – Highway Commercial Zoning District is:

“to provide a diverse mixture of large scale, commercial uses. As an automobile dependent zoning district, the intention is to provide adequate space for large scale commercial developments, as well as easy access to the city’s many arterial and highway corridors.”

The applicant is requesting that the subject property be rezoned to C4 – Highway Commercial to support the development of a Hotel and other commercial uses. The applicant has made an offer to purchase the property, with the successful rezoning and development permit approval being the conditions of the sale.

Bylaw No. 7 of 2024 was introduced and given 1st reading at the March 4th, 2024 City Council meeting.

PROPOSED APPROACH AND RATIONALE:

The proposed rezoning to C4 will allow this property to function as an extension of The Yard District, providing a variety of commercial developments that will support economic diversity and stability in the City of Prince Albert. Since this property abuts the future extension of the Rotary Trail and the City's new Aquatics/Recreation Facility, this rezoning will allow for multi-modal accessibility to the proposed hotel, as well as the rest of The Yard District.

Subject to the approval of this Zoning Bylaw Amendment, Administration expects to receive a Development Permit Application for a Hotel and Retail Store in the short term. Hotels are considered a Discretionary-Council Use within the C4 Zoning District and will require City Council's approval. Retail Stores are considered Permitted uses in the C4 Zoning District and are reviewed and approved by Administration.

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 Department of Planning and Development Services has been in contact with the applicant throughout the Zoning Bylaw Amendment process.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Subject to the approval of the 3rd reading, the applicant will be notified in writing of City Council's decision and the Zoning Bylaw and City website will be updated.

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:

The future development proposed in the rezoning application supports the City's area of focus for Economic Diversity and Stability by accommodating the needs of new and existing organizations in Prince Albert.

OFFICIAL COMMUNITY PLAN:

As per the City of Prince Albert Official Community Plan Land Use Map, the subject property is considered Highway Commercial and is compatible with the proposed rezoning. In addition, this proposal is aligned with Section 6.5 of the OCP which indicates that Highway Commercial uses should be encouraged and located in ways that are compatible with the community's social fabric, high quality of life, and environment.

PUBLIC NOTICE:

Public Notice is required for consideration of this matter, pursuant to Section 9 of Public Notice Bylaw No. 24 of 2015. The following notice was given:

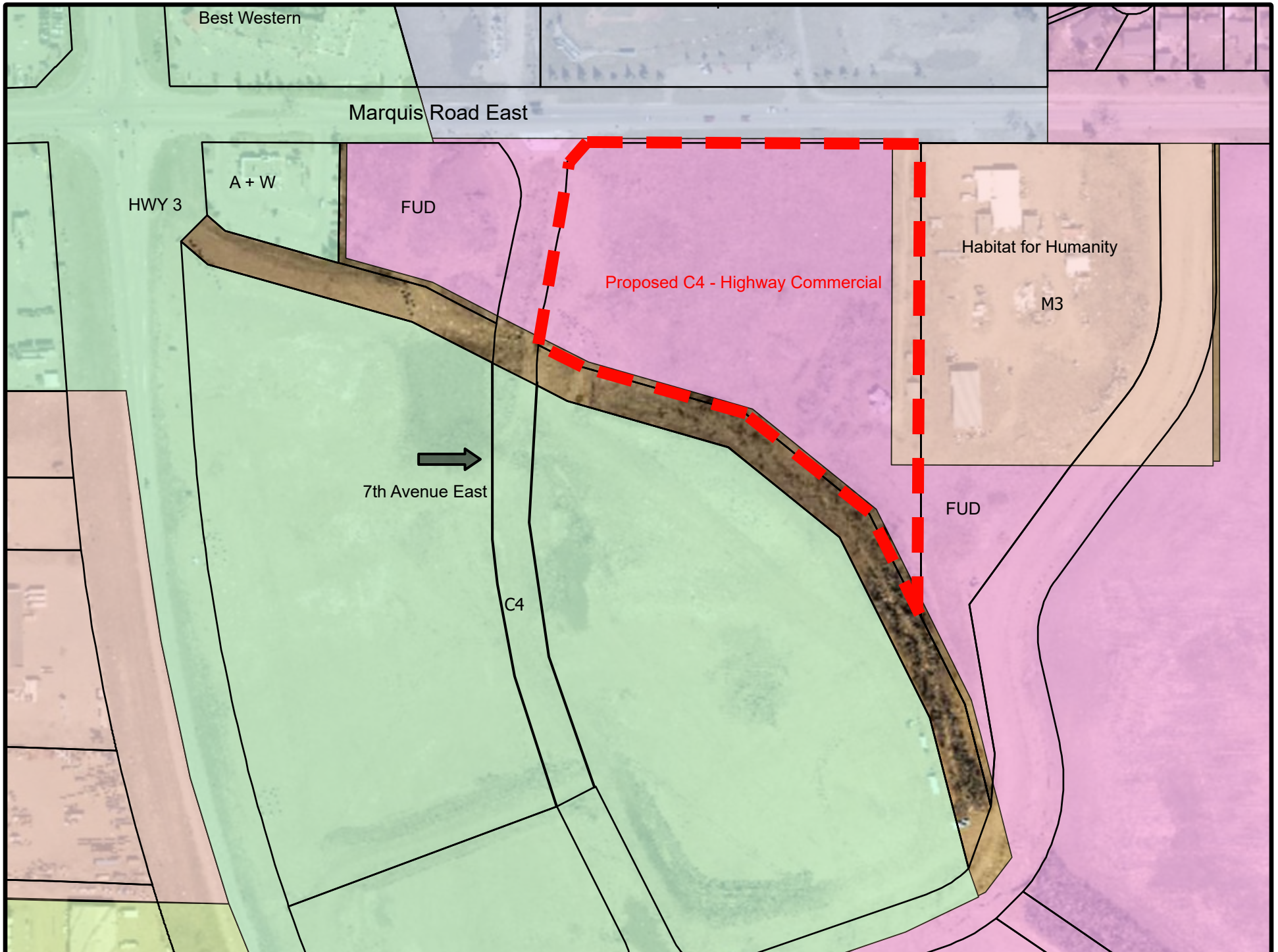
- Published on March 14th, 2024 in the Prince Albert Daily Herald;
- Posted on the City's website on March 14th, 2024; and
- Posted on the bulletin board at City Hall on March 14th, 2024.

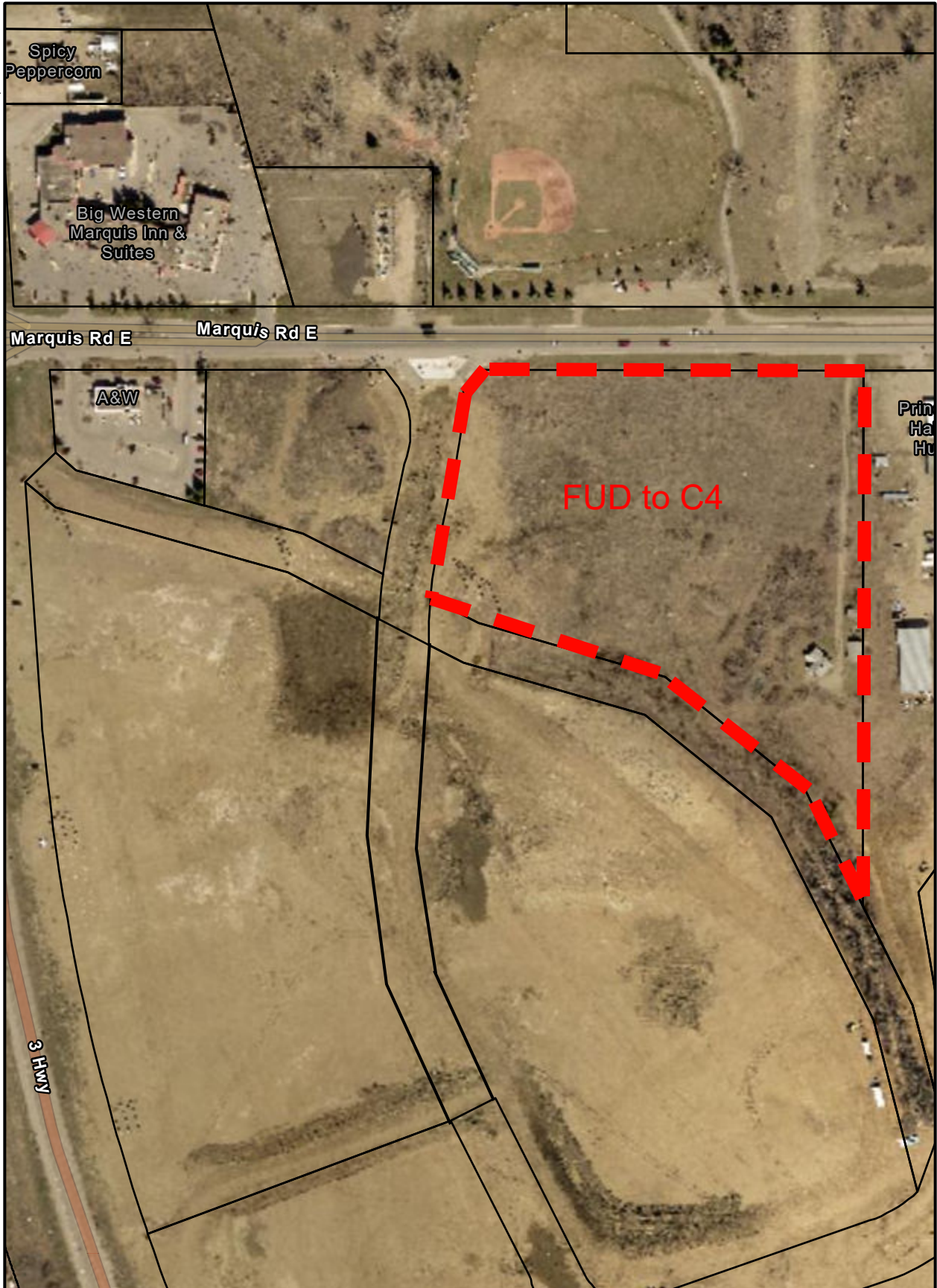
ATTACHMENTS:

1. Zoning Map
2. Location Plan - Aerial
3. Bylaw No. 7 of 2024
4. Public Notice - Prince Albert Daily Herald - March 14th, 2024

Written by: Darien Frantik, Planner

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





S-HZ

S-HZ

PLANNING & DEVELOPMENT

February 22, 2024

Subject Property Identified With A Bold Dashed Line

CITY OF PRINCE ALBERT BYLAW NO. 07 OF 2024

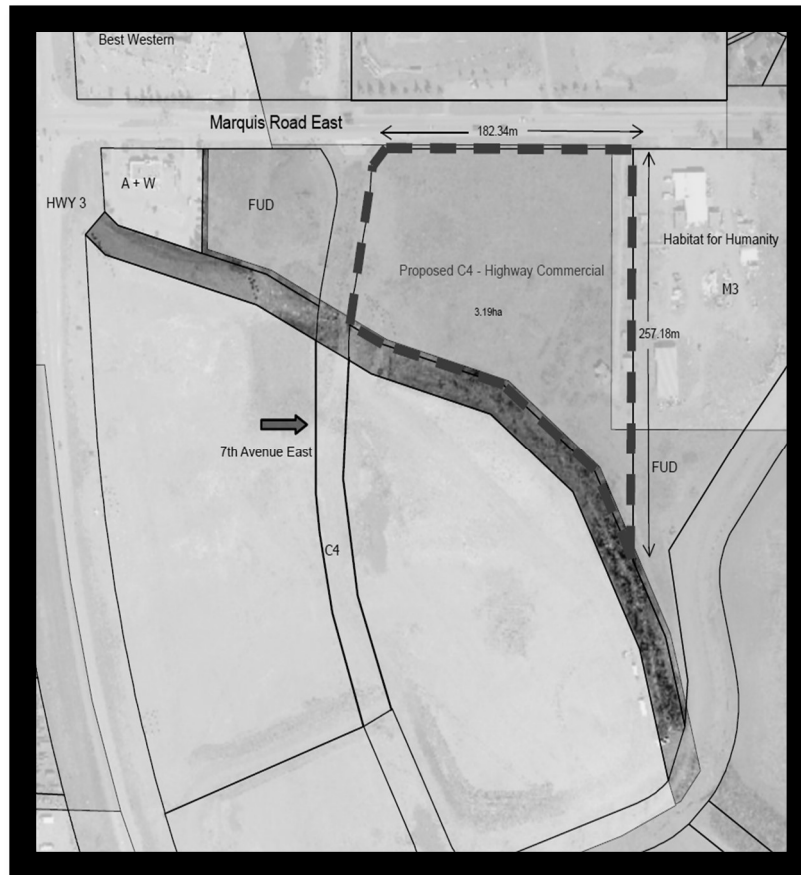
*A Bylaw of The City of Prince Albert to amend
the Zoning Bylaw, being Bylaw No. 1 of 2019*

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 49, Plan 101816939 Ext. 129
Prince Albert, Saskatchewan, as described below:



Shall be rezoned from FUD – Future Urban Development to C4 – Highway Commercial.

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

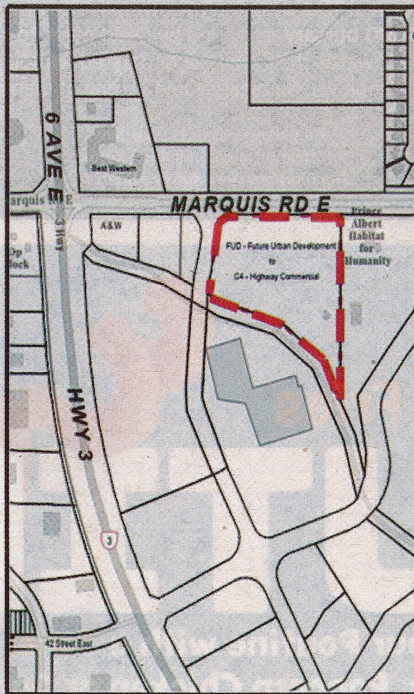


CITY OF PRINCE ALBERT PUBLIC NOTICE

ZONING BYLAW AMENDMENT BYLAW NO. 07 OF 2024

Public Notice is hereby given that Prince Albert's City Council intends to consider Bylaw No. 07 of 2024 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 on March 4, 2024, the first reading of Bylaw No. 07 of 2024 was given, and Administration was authorized to provide Public Notification for a Public Hearing. Bylaw No. 07 of 2024 proposes to rezone the land legally described as Parcel 49, Plan 101816939 Ext 129 from FUD – Future Urban Development to C4 – Highway Commercial Zoning. The purpose of the rezoning is to accommodate the construction of a hotel and other commercial uses. The subject property is shown in the dashed line below:



Therefore, City Council, at its meeting to be held on March 25, 2024, at 5:00 p.m., will consider all submissions, both written and verbal, regarding 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, March 19th, 2024. In accordance with City Council's Procedure Bylaw No. 23 of 2021, 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 14th Day of March 2024
Terri Mercier, City Clerk

PA Daily Herald
Thursday, March 14, 2024



City of Prince Albert

RPT 24-59

TITLE: Prince Albert Rural Water Utility Supply Agreement

DATE: **March 18, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the finalized agreement between The City and Prince Albert Rural Water Utility (PARWU), which includes a mark up of \$1.10 per cubic meter above the yearly calculated City water costs, be approved; and,
2. That 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 to consider and approve the new PARWU Supply Agreement, including the mark up rate.

BACKGROUND:

The present 10 year Water Supply Agreement between the City and PARWU expired on May 4, 2021. This was the second 10 year Agreement and PARWU wishes to continue receiving their water supply from the City.

In the Spring of 2023, the City Manager and Public Works Administration began negotiating a new water supply agreement with the PARWU, with the purpose to create a strong and fair relationship between the two (2) parties and achieving no reduction in revenue from the PARWU.

PROPOSED APPROACH AND RATIONALE:

Administration has successfully negotiated to a final agreement with PARWU for the supply of water, with PARWU sending the City the final signed agreement for execution by the City.

The final agreement is the culmination of negotiations between Administration and PARWU on a number of items within the agreement that both PARWU and the City had concerns about. These items are generally described below:

1. The contract contained a number of contradictions with respect to setting rates and supply/demand responsibilities. PARWU and the City were able to constructively agree on updates to correct these contradictions.
2. Water supply limitations: The previous agreement limited the number of service connections that PARWU would be allowed to have. Administration was able to negotiate an upper limit on consumption demand that both the City and PARWU were comfortable with from both a water treatment capacity perspective and as well as anticipated potential growth in the rural water system.
3. Bylaw provisions: The previous agreement indicated that PARWU would be subjected to the City's Water Services Bylaw rather than specifically being expected to limit water consumption for PARWU users when water use restrictions are set in the City. The new agreement speaks to the creation of Joint Emergency Response Plans and confirms that the PARWU does have the ability to set Water Restriction Bylaws in all their operating municipalities in order to assist with restricting water use during emergency events.
4. Consumption Charges: The previous agreement set both a consumption fee and a capital surcharge. This was a calculation and process that was not straightforward and did not result in certainty of water rates for the PARWU. The new agreement developed a process to calculate the annual equivalent cost to produce water for the PARWU that is transparent and fair to set a baseline above which the City will charge a fixed fee for water service.
5. Continuity of supply and supply obligations: The new agreement outlines an agreement to meet regularly to develop Joint Emergency Response Plans that ensure communication and coordination in case of emergency events in the future, recognizing the City's legal obligations to supply fire suppression services within the City.
6. Length of Contract: Administration was able to negotiate a 5 year agreement, which will allow for review and updates to take place 4 years after signing the contract. The review and updates will then be able to be negotiated into a renewed contract at the end of a shorter contract term.

As indicated above, the previous water agreement rate structure was based on both fixed capital charges and water consumption charges. The formulas used to calculate these rates were complicated and not transparent in nature, leading to confusion and uncertainty between the City and PARWU on future water rates and fees. In order to correct this, Administration and PARWU agreed in principle that a consumption only charge applied on top of the City's equivalent cost to produce water for PARWU would be a fair and transparent means of setting rates going forward.

In order to achieve this, administration conducted an internal review of the Water Utility Capital and Operating Budget incorporating best practices from the Federation of Canadian Municipalities (FCM) Water and Sewer Rates Full Cost Recovery to provide a base line point to develop an external rate structure. Administration then reviewed current water utility rates of Saskatchewan communities, Rural Water Utilities and SaskWater and also consulted directly with the City of Saskatoon and Buffalo Pound Water Treatment Plant, who provide wholesale water directly to other Rural Water Utilities and SaskWater.

Administration then developed a spreadsheet using actual approved budget numbers to generate a water rate cost based solely on consumption with a negotiated mark up for the PARWU creating a transparent formula for rate calculations.

During negotiations Administration initially proposed a mark up rate of \$1.75 per cubic meter with the PARWU proposing a \$0.60 mark up per cubic meter above the cost for water.

Ultimately, Administration recommended a final mark up rate of \$1.10 per cubic meter which PARWU accepted.

CONSULTATIONS:

Several positive meetings were held with the PARWU to negotiate an agreement that supports a clear and transparent water rate structure for both organizations.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Upon final direction from City Council, Administration will reach out to PARWU to complete the execution of the agreement, as directed.

POLICY IMPLICATIONS:

If Council approves the new rate structure being proposed, the City's Water and Sewer Utility Rates and Fees Bylaw No. 22 of 2021 will need to be amended to reflect the new rates.

FINANCIAL IMPLICATIONS:

As per the City's proposed markup of \$1.10 above, the reduction in revenue is a minimal amount of \$7,332 when comparing to the 2023 rate structure rates included in the City's Water and Sewer Utility Rates and Fees Bylaw No. 22 of 2021.

Over time with the expansion of the PARWU, water consumption will increase which will generate additional revenue for water sold in the years to come.

As per the proposed Agreement, the mark-up to be paid by the PARWU will be reviewed after 5 years.

PRIVACY IMPLICATIONS:

During negotiations of the contract all discussions were kept confidential.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no options to the recommendation

STRATEGIC PLAN:

The amended agreement for water services with the PARWU supports the strategic plan by:

1. Building a Robust Economy contributing to Economic growth and strengthening relationships with surrounding Rural Municipalities and First Nations to promote economic development.
2. Delivering Professional Governance by being an Engaged Government Strengthening relationships with external organizations to share information and collaborate on projects and services

OFFICIAL COMMUNITY PLAN:

Fiscal Management and Accountability - 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.

Written by: Andy Busse, Senior Utilities Manager

Approved by: Director of Public Works & City Manager



City of Prince Albert

RPT 24-71

TITLE: Light Duty Pickups Tender 11/24

DATE: **March 7, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That Tender 11/24, for the purchase of a four new Light Duty Pickups, be awarded to Mann Northway Autosource at a cost of \$217,278.80, including PST, to be funded from the Fleet Equipment Reserve; and,
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of the City, if required.

TOPIC & PURPOSE:

The purpose of this report is to award the four light duty pickups Tender 11/24.

BACKGROUND:

The replacement of four light duty trucks was approved in the 2024 Capital Budget for \$280,000

The City has 83 light duty pickups, cars and SUV's, this does not include the Police, Fire Department or any truck from a one ton up. These vehicles are used hauling, towing trailers, By- Law Enforcement and moving people.

The life expectancy of these vehicles is usually 10 plus years depending on mileage, rust, obsolesce and mechanical condition.

PROPOSED APPROACH AND RATIONALE:

With 80 plus vehicles in this category we would normally budget for approximately five to ten vehicles a year. The light duty fleet has a current average age of nine years for 2023 with the addition of these four new unit the average age will be eight years.

Four suppliers bid on tender 11/24.

1. Mann Northway Autosource bid is the lowest bid \$54,319 per unit, for a total of \$217,278.80. The bid is under budget \$62,721.20 of the \$280,000 allocated in the 2024 budget. Their bid submission had one minor deviation, their bid however still meets our requirements. This supplier did not bid last year.
2. The second bid of \$60,276.85 per unit, for a total \$241,107.40 from Moose Jaw Ford is under budget \$38,892.60. Their bid submission is compliant to our specifications. This supplier did not bid last year.
3. The third bid of \$72870.97 per unit for a total of \$291,483.88 is from Anderson Motors over budget \$11,483.88. Anderson Motors bid had non-compliant items in their bid submission. This year's submission is 21% increase from last year.
4. Lakeland Ford bid of \$75,214 per unit for a total of \$300,857.44 is over budget \$20,857.44. Their bid submission is compliant to our specifications. This year's submission is 12% increase from last year.

In 2023, the City of Prince Albert paid \$57,242 for a similar unit based on specifications. This is a decrease of \$2922.30 per unit or approximately 5%.

The light trucks that are being replaced are 2008 or 2009 models The City's replacement schedule on this type of equipment is approximately 10 to 12 years. This is generally a good time to replace light pickups as the power train systems are very expensive to repair and by this time the bodies have a substantial amount of rust. Part availability is an increasing issue for older equipment, particularly with the current supply chain issues.

Some of the older vehicles are cycled down to positions like line painting for the last years of their life due to some jobs not needing a reliable or presentable truck.

The Vendor indicates that current delivery for the new unit will be 90-180 days from the purchase order is issued.

CONSULTATIONS:

The Community Services, Public Works, City Fleet Mechanics, Suppliers and Administration had discussions to ensure these units would meet their needs before tendering.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once Council has approved the awarding of the tender, the Purchasing Manager will issue the successful supplier a purchase order.

FINANCIAL IMPLICATIONS:

These four pickups are under budget for a total of \$62,721.20

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

The timely replacement of Fleet equipment supports the City's Strategic Priority of investing in infrastructure to support sustainable services.

PUBLIC NOTICE:

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

ATTACHMENTS:

Light Duty Pickup Tender Evaluation

Written by: Tim Earing Fleet-Procurement Division Manager

Approved by: Director of Public Works & City Manager

COST EVALUATION

Evaluation Criteria					Anderson Motors	Moose Jaw Ford	Lakeland Ford	Mann Northway				
Location												
Item #	Estimated Annual Quantity	Unit of Measure	Product Description	Max Points	Unit Price (\$)	Extension (\$)	Unit Price (\$)	Extension (\$)	Unit Price (\$)	Extension (\$)	Unit Price (\$)	Extension (\$)
1	4	Each	1 ton crew cab long box	50	68,746.20	274,984.80	56,864.95	227,459.80	70,956.00	283,824.00	51,245.00	204,980.00
8	0		GST			0.00	2,844.50	0.00	3,547.80	0.00		0.00
9	4		PST		4,124.77	16,499.08	3,411.90	13,647.60	4,258.36	17,033.44	3,074.70	12,298.80
10						0.00		0.00		0.00		0.00
SubTotal						\$ 291,483.88		\$ 241,107.40		\$ 300,857.44		\$ 217,278.80
Total Cost						\$ 291,483.88		\$ 241,107.40		\$ 300,857.44		\$ 217,278.80
Points Awarded				50		37.3		45.1		36.1		50
Rank						3		2		4		1

Notes



City of Prince Albert

RPT 24-73

TITLE: Truck with Aerial Device (Forestry Unit)

DATE: **March 7, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. Tender for the purchase of Truck with Aerial Device, be awarded to Altec Industries Limited at a cost of \$268,361.26, including provincial sales tax, to be funded from the Fleet Equipment Reserve; and,
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of the City, if required.

TOPIC & PURPOSE:

The purpose of this report is to award the Truck with Aerial Device purchased through Sourcewell/Canoe Pricing buying group.

BACKGROUND:

The replacement of Truck with Aerial Device was approved in the 2024 Capital Budget for \$450,000.

The 2013 Unit (4604) is due for replacement. Currently there is no spare unit for the Forestry Branch, the spare unit was sold in the 2023 auction as it would not pass SGI commercial vehicle safety inspection. The current Unit 4604 would be kept as a spare and would allow the Forestry Branch to be in a position to respond to the City's needs in a timelier manner.

The life expectancy of these vehicles is usually 10 plus years depending on mileage, rust, obsolesce and mechanical condition.

PROPOSED APPROACH AND RATIONALE:

The current unit 4604 was designed to be used as a Utility truck. The Forestry Crew has adapted their work procedures around the current unit.

This new unit better suits the needs of the Forestry Crew with a chipper box on the unit as opposed to having a second unit being needed to haul the chips away.

The current unit 4604 was designed to be used as a Utility truck and will be kept as a spare unit to help the forestry crew and other crews in the City.

Using Canoe Sourcewell purchasing the City was able to have this unit available within 30 days as to the expected 500 days from the receipt of Purchase Order as was expected to Industry consultations.

The savings of \$181,639 from the budgeted amount from the \$450,000 to the actual price of \$268,361.26 including PST is due to a combination of working with the Forestry Group to procure a vehicle better suited for to their needs and the purchase advantage of using the Sourcewell Canoe buying group.

CONSULTATIONS:

Community Services, City Fleet mechanics, Industry Suppliers and Administration had discussions to ensure these units would meet their needs before tendering.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once Council has approved the awarding of the tender, the Purchasing Manager will issue the successful supplier a purchase order.

POLICY IMPLICATIONS:

The above mentioned follows the Cities Purchasing guidelines

FINANCIAL IMPLICATIONS:

This Forestry Unit is under budget by \$181,639.70

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

The timely replacement of Fleet equipment supports the City's Strategic Priority of investing in infrastructure to support sustainable services.

PUBLIC NOTICE:

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

ATTACHMENTS:

Truck with Aerial Device Evaluation (Forestry Unit)

Written by: Tim Earing Fleet-Procurement Division Manager
Approved by: Director of Public Works & City Manager



Quoted for: City of Prince Albert

Customer Contact:

Phone: / Email:

Quoted by: Cheryl Kaelin

Phone: / Email: 270-307-2004 / Cheryl.kaelin@altec.com

Altec Account Manager:

Sourcewell
Price (Canada)

REFERENCE ALTEC MODEL

LR856	Overcenter Articulating Aerial Device (Insulated)	\$293,540
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(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1		
2		
3		
4		

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
SOURCEWELL OPTIONS TOTAL:		\$293,540

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	\$0
2	UNIT & HYDRAULIC ACC	\$0
3	BODY	\$0
4	BODY & CHASSIS ACC	\$0
5	ELECTRICAL	\$0
6	FINISHING	\$0
7	CHASSIS	\$0
8	OTHER	-\$55,210
OPEN MARKET OPTIONS TOTAL:		-\$55,210

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$238,330.00
Delivery to Customer: \$12,376.00
Extended Warranty:
FET:
CA Doc/Admin/Tire Fees: \$2,465.00
Estimated Taxes (_ %):
TOTAL FOR UNIT/BODY/CHASSIS: \$253,171.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		
2		
3		
4		

****Pricing valid for 45 days****

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION:



City of Prince Albert

RPT 24-74

TITLE: Fairway Golf Course Mower Evaluation

DATE: March 7, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That, the purchase of a new Fairway Mower be awarded to Oak Creek Golf & Turf, at a cost of \$109,369.07 including Provincial Sales Tax.
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of the City.

TOPIC & PURPOSE:

That the Fairway Mower purchased through Kinetic purchasing group be accepted by council as recommended and awarded Oak Creek Golf & Turf, at a cost of \$109,369.07 including applicable taxes.

BACKGROUND:

The replacement of this mower was approved in the 2024 Capital Budget for \$140,000. The purchase price is \$30,630.93 under budget.

The Golf Course currently has 2 fairway mowers. One of the mowers is a 2010 the other is a 2013.

The life expectancy of these type of mower is 8 to 10 years, which is more than the smaller Grasshopper Mowers 6-8 years. The Fairway mower operates in a better work environment, with smoother terrain than the Grasshoppers thus helping them live longer.

PROPOSED APPROACH AND RATIONALE:

Unit #6137, is a 2010 Toro 5100D and is 14 years old. The City's replacement schedule on these large mowers is ten years. This is generally a good time to replace these mowers as the hydraulic systems are very expensive to repair and by this time the decks have been repaired multiple times and need replacing.

CONSULTATIONS:

The Golf Course Manager and Management had input on the specifications to ensure this unit would meet the City's needs.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**POLICY IMPLICATIONS:**

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

FINANCIAL IMPLICATIONS:

This unit is \$30,630.93 under budget and the funds are coming from the Golf Course Equipment Reserve.

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.

ATTACHMENTS:

Fairway Golf Course Mower Evaluation.

Written by: Tim Earing Fleet-Procurement Division Manager

Approved by: Director of Public Works & City Manager



Invoice

Invoice Date	Due Date	Customer #	Invoice #
2/7/24		█	█
PO Date	PO #	Salesperson	Salesperson Phone
2/7/24		BRANDON MCCORMICK	(403) 279-2907

Bill To
CITY OF PRINCE ALBERT FINANCE DEPARTMENT 1084 CENTRAL AVENUE PRINCE ALBERT SK S6V 7P3 CANADA

Ship To
CITY OF PRINCE ALBERT FINANCE DEPARTMENT 1084 CENTRAL AVENUE PRINCE ALBERT, SK S6V 7P3 CANADA Phone: 3069534350

Instructions
Pricing with Kinetic disc

Ship Point	Via	Freight Account	Shipped	Terms	Package ID
Warman	Will Call			Net 30	

Notes

Line	Product and Description	Order Quantity	Backorder Quantity	Shipped Quantity	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount(Net)
1	03820 REELMASTER 3555D	█	█	█	█	█	█	█	107,477.76

1	Lines Total	Qty Shipped Total	█	Subtotal	107,477.76
				Order Discount	4,299.11
				G.S.T./H.S.T.	5,158.93
				P.S.T.	6,190.72
				Total	114,528.30

<p>INVOICES NOT PAID BY DUE DATE WILL BE ASSESSED A 2% PER MONTH FINANCE CHARGE</p> <p>A CONVENIENCE FEE OF 2.5% WILL BE LEVIED ON ALL CREDIT CARD PAYMENTS.</p> <p>BANK INFORMATION (EFT/WIRE): TRANSIT: █ ACCOUNT: █</p>	<ul style="list-style-type: none"> ALL PURCHASES ARE F.O.B. WAREHOUSE. PARTS RETURNS MUST BE MADE WITHIN THIRTY DAYS OF INVOICE OR ARE SUBJECT TO A RESTOCKING CHARGE. ALL PARTS RETURNS MUST BE ACCOMPANIED BY ORIGINAL INVOICE. SEE RETURN/EXCHANGE POLICY AT WWW.OAKCREEKGOLF.COM.
	GST # 830535936RT0001

Account Payments	Account Inquiries
Oakcreek Golf & Turf LP	Phone: 403-203-5588
3816 64 th Avenue SE, Calgary, AB T2C 2B4	Email: accountsreceivable@oakcreekgolf.com



RPT 24-85

TITLE: 2024 Traffic Line Painting Tender

DATE: **March 18, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Traffic Line Painting Tender #16/23 awarded to Line West Ltd, be extended for one year at the estimated bid cost of \$113,780 (PST included);
2. That the Mayor and City Clerk be authorized to execute the agreement and any other necessary documents on behalf of the City, once prepared;
3. That Tender #16/23 be reviewed by Administration in January 2025, for possible extension for one additional year.

TOPIC & PURPOSE:

To award the extension of the Traffic Line Painting Tender #16/23 to Line West Ltd. for 2024 with the possibility for extension of up to one further year in 2025.

BACKGROUND:

Each year the City hires an external contractor to complete the Spring and Fall Longitudinal Line Painting Program. In prior years this tender is approved by the City Manager as it is under the \$100,000 threshold set forth in the Purchasing Policy. In 2023, Line West Ltd. was awarded the work included in the Line Painting Tender #16/23 for the price of \$99,000 (PST included) and was approved under the Purchasing Policy by the City Manager.

PROPOSED APPROACH AND RATIONALE:

Line West Ltd. has completed the City of Prince Albert Longitudinal Traffic Markings in Fall 2022, Spring 2023 and Fall 2023 to a high quality. It is the opinion of Administration that the price submitted for 2024 is a fair rate and for this reason it is recommended that the tender is extended for the 2024 Line Painting Program. The extension of this tender exceeds the Authorized Spending Limit set forth in the Purchasing Policy and requires Council approval to proceed.

CONSULTATIONS:

Line West Ltd. has submitted quotations for the Spring and Fall Longitudinal Line Painting Program in 2024.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Department of Public Works will inform Line West Ltd. of the outcome of this report.

POLICY IMPLICATIONS:

The City Purchasing Policy Clause 7.01 - Authorized Spending Limits, dictates that all expenditures in excess of \$100,000 be reported to City Council for approval.

FINANCIAL IMPLICATIONS:

The estimated total cost of the 2024 Line Painting program is \$113,780 (PST included). This program will be covered within the City Traffic Lane Marking Budget which has \$138,000 allocated for Longitudinal Traffic Paint and Inlaid Thermoplastic treatments.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no privacy implications, official community plan, or options to the recommendation sections for this report.

STRATEGIC PLAN:

This report follows the long-term strategic plan to provide a safe and efficient transportation network for all road users by contracting professional longitudinal traffic markings services for 2024.

PUBLIC NOTICE:

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

Written by: Evan Hastings, Transportation & Traffic Manager

Approved by: Director of Public Works & City Manager



City of Prince Albert

RPT 24-86

TITLE: Prince Albert Event Centre - Detailed Design Drawings and Approval to Proceed to Prequalification of General Contractors

DATE: **March 19, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the ninety nine percent (99%) Detailed Design Presentation of the new Prince Albert Events Centre, as attached to RPT 24-79, be approved; and,
2. That the Project Team proceed with prequalifications of General Contractors for the new Prince Albert Events Centre.

ATTACHMENTS:

1. Prince Albert Event Centre - Detailed Design Drawings and Approval to Proceed to Prequalification of General Contractors (RPT 24-79)

Written by: Aquatic & Arenas Recreation Project Steering Committee



RPT 24-79

TITLE: Prince Albert Event Centre - Detailed Design Drawings and Approval to Proceed to Prequalification of General Contractors

DATE: March 14, 2024

TO: Aquatic & Arenas Recreation Project Steering Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the 99% Detailed Design Presentation of the new Prince Albert Event Centre, be approved.
2. That the Project Team proceed with prequalifications of General Contractors for the new Prince Albert Event Centre.

TOPIC & PURPOSE:

To approve the 99% Detailed Design Presentation of the new Prince Albert Event Centre, as attached to this Report.

This report is requesting approval for the Project Team to proceed with prequalifications of general contractors for the new Prince Albert Event Centre.

BACKGROUND:

City Council, on January 24, 2022, approved the following recommendations:

Prince Albert Event Centre – Schematic Design Presentation (RPT 22-38)

1. *That the Schematic Design Presentation of the Prince Albert Event Centre, as attached to RPT AARP-SC 2022-01, be approved; and,*
2. *That the Architects be approved to proceed to Detailed Design of the Prince Albert Event Centre.*

In 2021, City Council had awarded the Detailed Design of the new Prince Albert Event Centre to BBB Architects of Toronto and KSA Architects of Saskatoon.

PROPOSED APPROACH AND RATIONALE:

This report is requesting approval from City Council to accept the 99% Detailed Design Presentation of the new Prince Albert Event Centre, as attached to this Report.

Upon receiving approval from City Council in January 2022 to proceed with Detailed Design of the Event Centre, the Architects in consultation with the City project team completed a thorough review of the building design to determine if any additional cost savings could be incorporated into the design while ensuring the design components were met without sacrificing the quality of the facility or the extensive programming availability. The review was completed by the Architects, their sub-consultants, and also included recognized value engineering items from the Aquatic and Arenas Centre project.

In addition to incorporating cost saving design measures into the 99% Detailed Design, the project team will be prepared, when the Event Centre is issued for Tender to include optional items within the bid document that provide opportunity for further cost savings if it is City Council's wishes. These items would include such items such as;

1. Not fitting up the Club Bar located at the west side of the arena noting that this will not affect the banquet area.
2. Not constructing the link that connects the Event Centre to the currently being constructed Aquatic and Arenas Centre.

In addition to accepting the 99% Detailed Design of the Event Centre, this report is requesting approval to approve the following recommendation:

1. That the Project Team proceed with the Prequalification of General Contractors for the new Prince Albert Event Centre.

Prequalifying general contractors is a practice the City completes for any large project and it allows the City to ensure that only qualified and experienced contractors are invited to bid on the project.

The process consists of the City issuing publicly a prequalification package for contractors to submit pre-determined criteria allowing them to demonstrate that they have technical expertise, proven management ability, past project success, financial capacity with, for the Event Centre Project, the ability to provide financing options, and relevant project experience. The submittals are then evaluated and ranked, and the list of prequalified contractors is compiled prior to the issuance of tender documents. It is only those that are prequalified that will then have the opportunity to submit a tender bid.

CONSULTATIONS:

City Council has awarded the Detailed Design of the new Prince Albert Event Centre to BBB Architects of Toronto and KSA Architects of Saskatoon.

Consultation regarding the detailed design of the Recreation Centre has been ongoing and discussed by the Architects and the City's Administration.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once approved by City Council, Administration will proceed as authorized.

FINANCIAL IMPLICATIONS:

There are no financial costs to this report.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy, privacy, official community plan implications or options to recommendation at this time.

STRATEGIC PLAN:

The Event Centre aligns with the strategic priority of Economic Diversity and Stability by developing new amenities and infrastructure and the strategic priority of Promoting a Progressive Community by investing in infrastructure improvements with the goal of increasing Prince Albert's event hosting capacity.

PUBLIC NOTICE:

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

PRESENTATION:

Verbal Presentation by Nykol Miller, Engineering Services Manager

Power Point Presentation by BBB Architects.

ATTACHMENTS:

1. Prince Albert Event Centre 99% Detailed Design

Written by: Nykol Miller, Engineering Services Manager

Approved by: Director of Public Works & City Manager

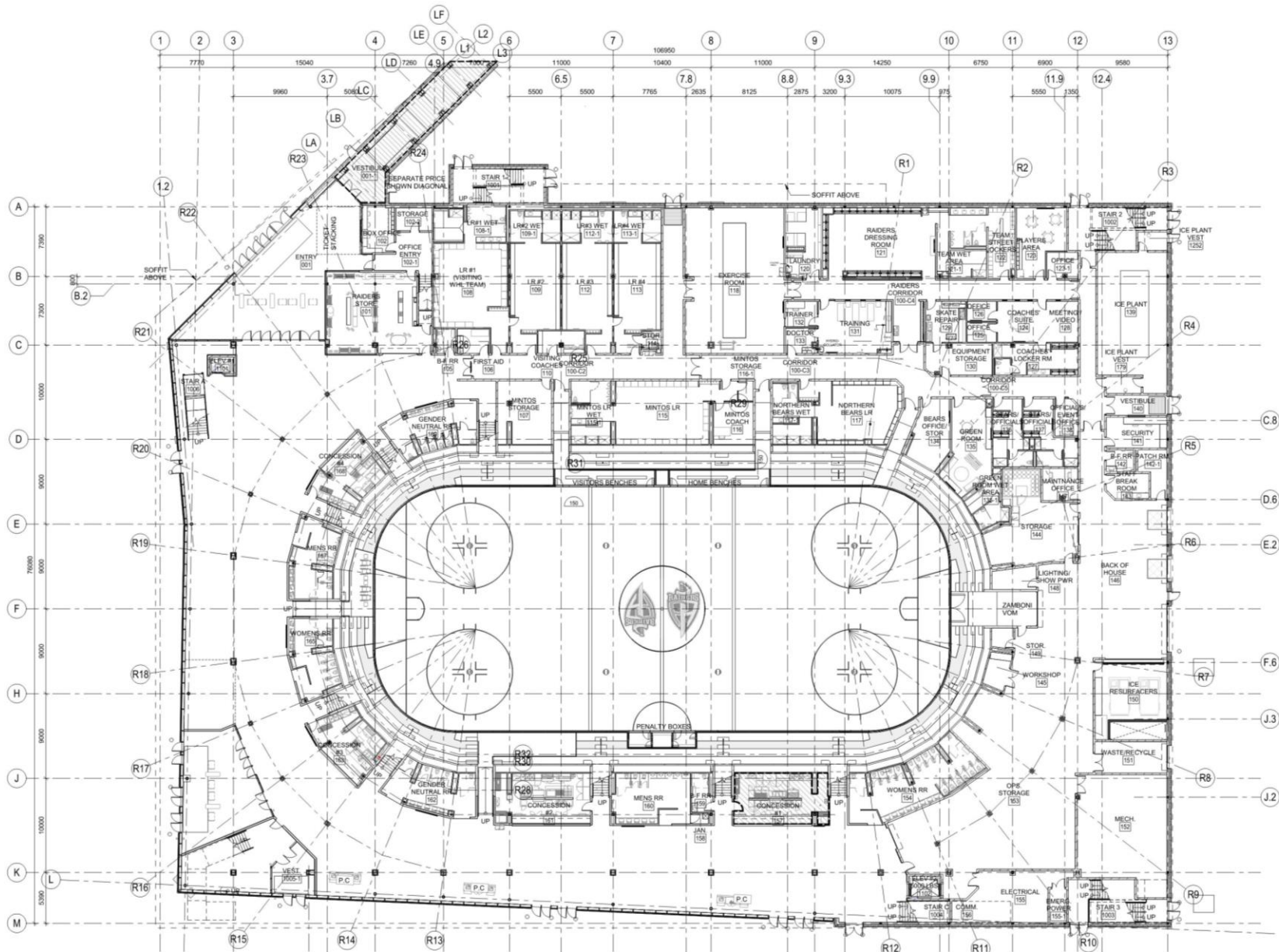
PRINCE ALBERT EVENT CENTRE
DESIGN REVIEW
February 7, 2024



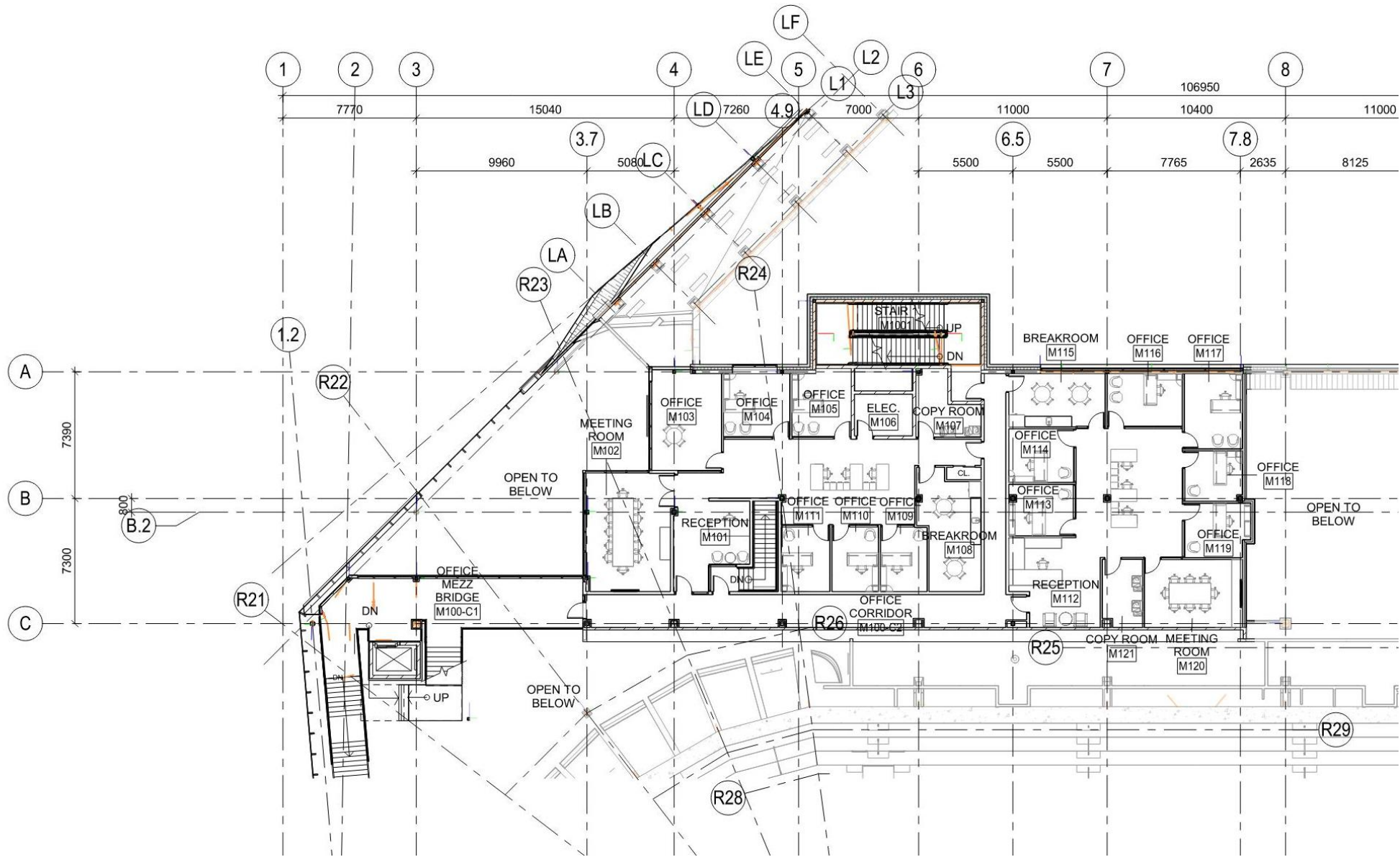


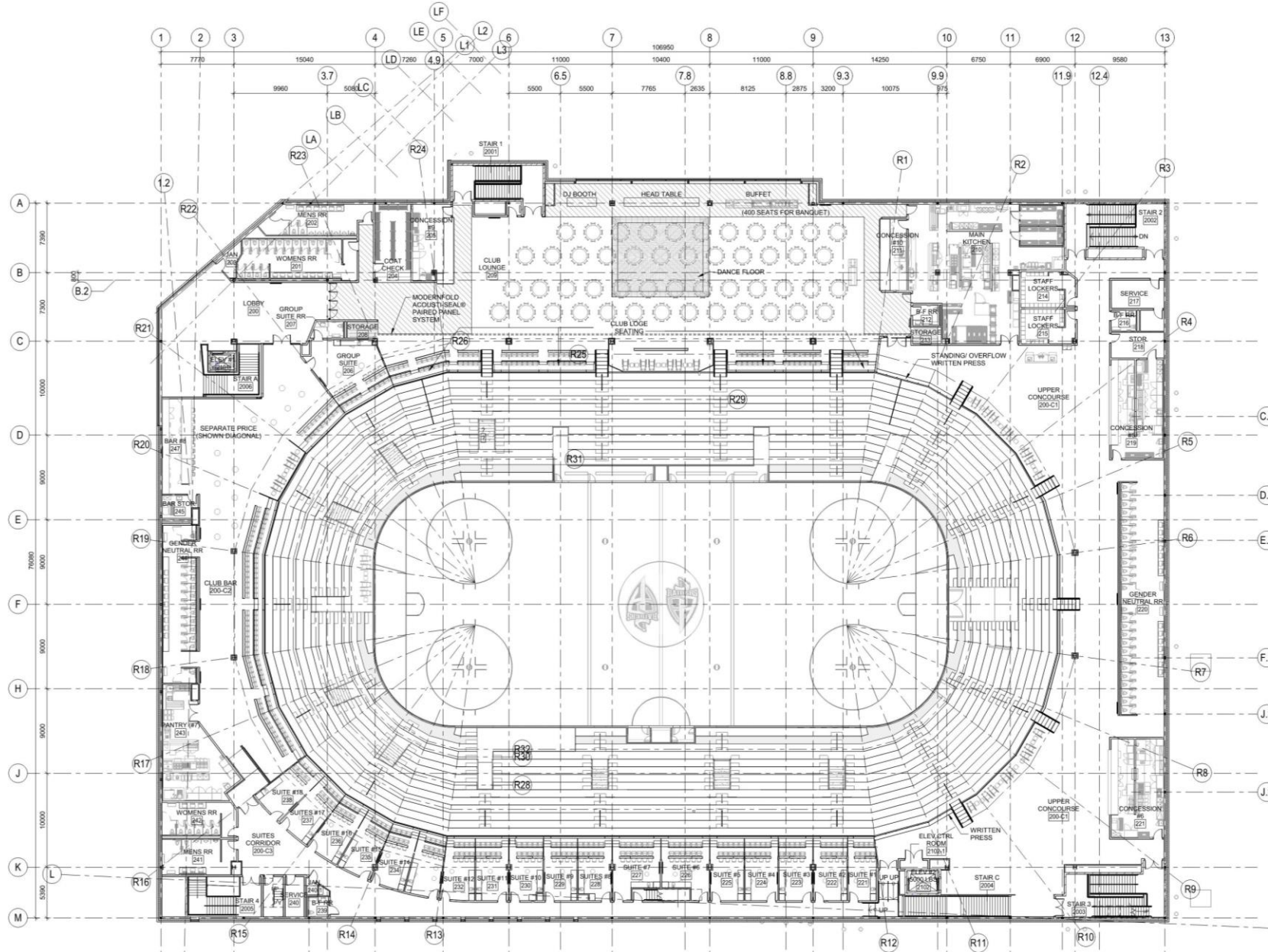






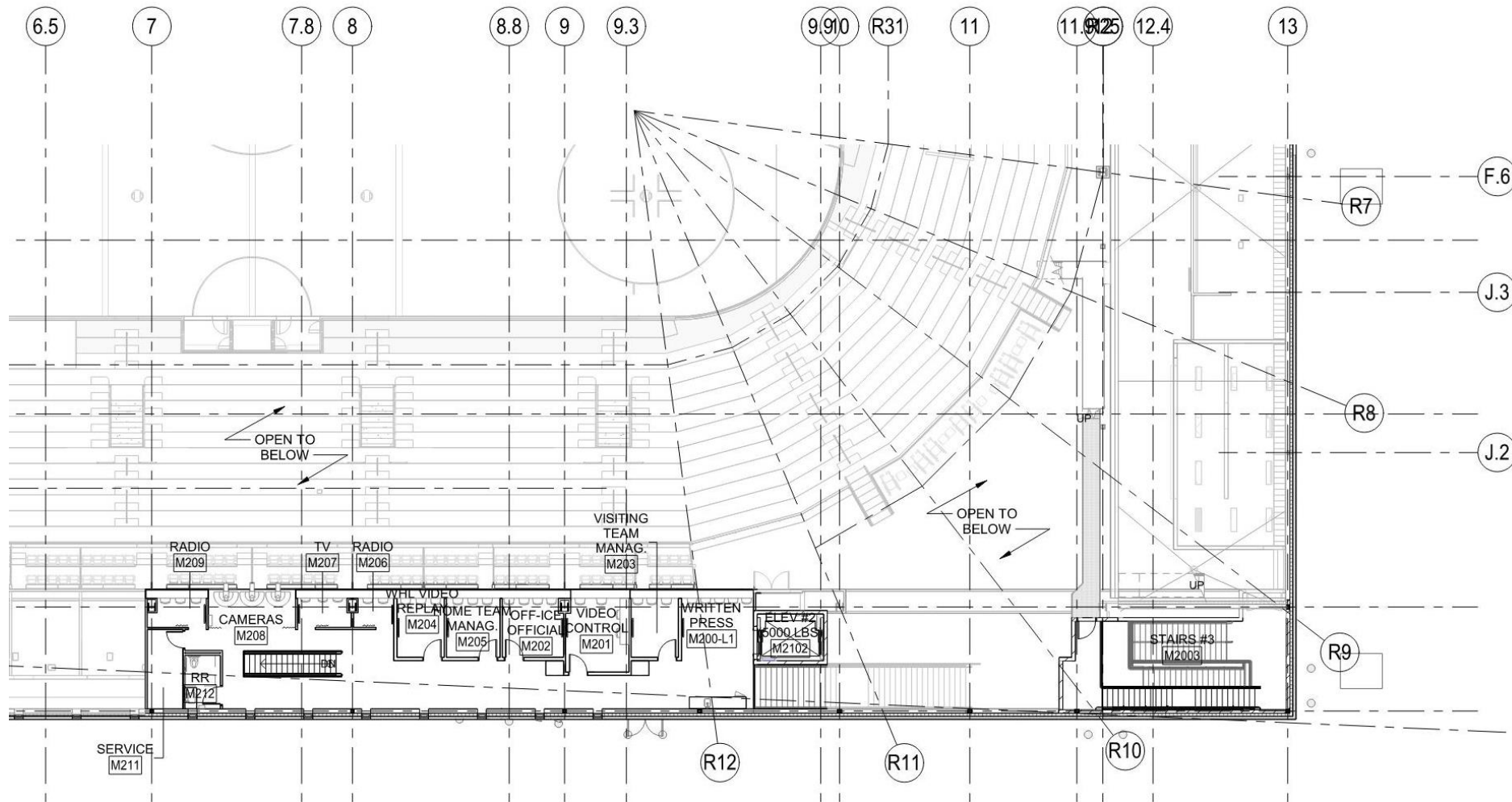
LEVEL 1





LEVEL 2





RENDERINGS















MAKE SOME NOISE! MAKE SOME NOISE! MAKE SOME NOISE! MAKE SOME NOISE! MAKE SOME NOISE! MAKE SOME NOISE!













City of Prince Albert

RPT 24-68

TITLE: 2024 Community Grant Program

DATE: **March 6, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the 2024 Community Grant Program Recipients as attached be approved; and,
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 2024 Grant Agreements on behalf of the City, once prepared.

TOPIC & PURPOSE:

Requesting that City Council approve the adjudication of the 2024 Community Grant Program Recipients.

BACKGROUND:

The Community Grant Program assists in the development of sports, culture and recreation programs by providing funds to non-profit community organizations.

The City of Prince Albert has received \$164,239.00 in funds from the Saskatchewan Lotteries Community Grant Program for community projects and programs happening in 2024. This is an increase from 2023 in which \$142,985.00 was received.

The Community Grant Policy is attached to the report and provides clear direction on the program purpose, the adjudication process, application procedures, program goals and program eligibility.

PROPOSED APPROACH AND RATIONALE:

In November 2023, a call for applications was extended to sport, culture and recreational organizations in the City of Prince Albert to apply for the 2024 Community Grant Program. The program was promoted through a media release, print ads, social media and email notifications to various community groups.

The deadline to submit applications was January 22, 2024 and the City received 34 applications in total. The total amount of the requests was \$244,912.60 therefore \$85,673.60 was reduced from the requests in order to match the funding received by Sask Lotteries. This leaves \$5,000.00 remaining to be adjudicated through the Community Grant Program Accessible Swim Program.

It is important to note that many projects are expected to begin April 1, 2024 therefore a decision on the grants has to be made in a timely manner so the necessary planning can occur.

The 2024 Community Grant Program was adjudicated by the Community Services Department. Each application was carefully reviewed and all applications that met the goals of the program were provided funding. The review included a detailed run through of each applicant's program budget to ensure all funding items being requested were eligible under the program and policy. If items were found to be not eligible, those amounts were reduced from their funding request.

The Community Services Department in 2024 had Eight (8) organizations apply that have never received funding before. The Community Services Department therefore is recommending that 32 of the 34 projects be funded in 2024.

Below are two applications that will be referred to the Destination Marketing Fund as they more closely align with the funding criteria of this program:

- Prince Albert Grand Council Fine Arts Festival

This annual event hosted by the Prince Albert Grand Council receives funding through the City's Destination Marketing Fund. As a result, they are not eligible to receive additional funding through the City's Community Grant Program.

- Saskatchewan International Karate Daigaku – 2024 Seminar Tournament & Testing

This event would be more appropriately funded through the Destination Marketing Fund – New Event category. In May 2024, the Saskatchewan International Karate Daigaku will be hosting a provincial tournament in Prince Albert with students ages 10-60 in a seminar and tournament. The grant would be used towards supplementing accommodations and registration for students while attending the tournament.

Applications were prioritized by:

- Guidelines provided by Saskatchewan Lotteries Trust Fund for Sports, Culture and Recreation.
- The provisions of the Community Grant Program Policy.
- Projects that serve under-represented populations such as indigenous peoples, seniors, women, youth at risk, economically disadvantaged, newcomers, persons with a disability, and single parent families.

CONSULTATIONS:

Upon receiving the applications, the Community Services Department followed up with applicants if additional information was required prior to a decision being made.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

After final approval of the projects by City Council, administration sends a final summary of the 2024 projects to Sask Lotteries for their authorization to proceed.

All applicants are notified of their successful grant amount for the 2024 Community Grant Program and have until March 31st, 2025 to complete their projects. Payment is not distributed to the groups until the project is completed and all final reports are in.

Upon completing each project, each group must submit the following information:

- a) Signed Grant Agreement between the City and their organization.
- b) Follow-up report.
- c) Invoices/Receipts supporting expenditures for their project.

POLICY IMPLICATIONS:

The recommendations are in accordance to the guidelines outlined in the City's Community Grant Program Policy.

FINANCIAL IMPLICATIONS:

The City of Prince Albert budgeted to receive \$164,239.00 from the Community Grant Program in 2024. Prior to June 30th of each year, administration must reconcile all projects and provide a follow-up report to Saskatchewan Lotteries.

Saskatchewan Lotteries audits the follow-up information and subsequently the funds for the current Community Grant Program are released to the City of Prince Albert for the prior year's approvals.

It is important to note that funds are not released to groups until funding from Sask Lotteries has been received.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options to consider or privacy implications associated with the report.

STRATEGIC PLAN:

The Community Grant Program supports the City's Strategic Plan Priority of Promoting a Progressive Community by aligning City resources to assist community partners to coordinate events and programs which promote Prince Albert as a vibrant and diverse City.

OFFICIAL COMMUNITY PLAN:

The results achieved through the Community Grant Program are in line with many OCP Implementation strategies identified for the Community Services Department. The program allows for sustainable partnerships to be created and provides accessible opportunities for all members of our community.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Community Grant Program Policy
2. 2024 Community Grant Program – Projects Recommended
3. 2024 Community Grant Program – Projects Not Recommended

Written by: Curtis Olsen, Sport & Recreation Manager

Approved by: Director of Community Services & City Manager

Statement of Policy and Procedure			
Department:	Community Services	Policy No.	56.2
Section:	Community Services	Issued:	April 15, 2013
Subject:	Community Grant Program Policy	Effective:	December 11, 2017
Council Resolution # and Date:	Council Resolution No. 0651 dated December 11, 2017		
		Replaces:	Policy No. 56.1
Issued by:	Derek Blais, Recreation Manager	Dated:	November 9, 2015
Approved by:	Jody Boulet, Director of Community Services		

1 POLICY

1.01 To establish a consistent administrative process for the application and adjudication of the Community Grant Program.

2 PURPOSE

2.01 To provide direction on the application eligibility and guidelines for the Saskatchewan Lotteries Community Grant Program.

2.02 To assist with the development and delivery of sport, culture and recreation programs by providing grant funding to eligible non-profit organizations within the City of Prince Albert.

2.03 To provide access to sport, culture and recreation programs and activities for all Prince Albert residents regardless of age, sex, ethnicity, economic status, physical or mental ability.

3 SCOPE

3.01 This Statement of Policy applies to all Community Grant Program applications received from local community organizations in which funding is provided by the Saskatchewan Lotteries Trust Fund and administered by the Community Services Department.

4 RESPONSIBILITY

4.01 Community Services Department

- a) Submit an annual application for Community Grant Program funds from the Saskatchewan Lotteries Trust Fund for Sport, Culture, and Recreation.
- b) Coordinate the distribution and collection of the Community Grant Program application forms.
- c) Promote the application period to all community organizations.
- d) Review all applications to ensure submissions meet the guidelines and conditions of the program.
- e) Review all grant applications and make fair and equitable recommendations for the distribution of funds for the Community Grant Program to the Community Services Advisory Committee.
- f) Communicate to grant applicants regarding the status of their application following the adjudication process and final City Council approval.
- g) Prepare and assist with the execution of a Funding Agreement with all approved grant recipients.
- h) Prepare all necessary reporting documents for the Saskatchewan Lotteries Trust Fund Grant Coordinator.
- i) Make amendments to the list of approved projects if surplus funds become available due to under expenditures in the approved projects.

4.02 Community Services Advisory Committee

- a) Review the recommended distribution of funds submitted by the Community Services Department.
- b) Provide feedback on the recommendations from the Community Services Department and forward a final recommendation to City Council for endorsement.

4.03 City Council

- a) Final approval of the annual Community Grant Program applications.

5 DEFINITIONS

5.01 In this Policy:

- a) **COMMUNITY GRANT PROGRAM** - is a grant program that is administered by the City of Prince Albert on behalf of the Saskatchewan Lotteries Trust fund for Sport, Culture and Recreation and provides funding to local non-profit organizations for projects that meet the grant criteria.
- b) **COMMUNITY SERVICES DEPARTMENT** – designated staff members in the City of Prince Albert Community Services Department.
- c) **RECREATION** – is the experience that results from freely chosen participation in physical, social, intellectual, creative and spiritual pursuits that enhance individual and community wellbeing.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

6.01 Not applicable.

7 PROCEDURE

7.01 APPLICATIONS

- a) Application forms are available on the City of Prince Albert website and must be received by the Community Services Department by the end of the business day on the third Friday in January to be eligible for funding in that calendar year.
- b) Organizations will be authorized to proceed once confirmation of funds has been received from the Saskatchewan Lotteries Trust Fund for Sport, Culture and Recreation.
- c) Approved grant funds will be released upon receipt of the completed follow up and copies of supporting documentation for eligible expenditures.
- d) Follow-up documentation shall include a list of actual expenditures for each project verified with receipts or an audited financial statement prepared by a registered Certified Accountant.
- e) All receipts must be dated within the appropriate grant spending period.

7.02 PROGRAM GOALS

- a) Applications for funding through the Community Grant Program should consider the goals of the Community Services Master Plan, Prince Albert Municipal Cultural Action Plan and the 2015 Framework for Recreation in Canada. These goals may include:
- i. contributing to individual and community well-being through program and activity delivery;
 - ii. addressing social issues through the provision of sport, culture and recreation activities;
 - iii. addressing programming gaps within the community;
 - iv. identifying how the activity could become self-sustaining in the future;
 - v. honouring the past and providing a balance in this narrative of both the positives and challenges that have occurred when sharing our story;
 - vi. utilizing park spaces as focal points of the community to provide centralized programs and activities;
 - vii. ensuring that all nations, communities, newcomers, and individuals are welcomed and celebrated in the community;
 - viii. ensuring a culturally vibrant community by supporting existing volunteers and promoting new partnerships;
 - ix. strengthening the artistic and cultural community and the significant role it plays in enhancing our community's cultural make-up;
 - x. encouraging local food production and availability of ethnic food;
 - xi. fostering active living through physical recreation;
 - xii. increasing inclusion and access to recreation for populations that face constraints to participation;
 - xiii. helping people connect to recreation through nature;

- xiv. ensuring the provision of supportive physical and social environments that encourage participation in recreation and help to build strong caring communities; and
 - xv. ensuring the continued growth and sustainability of the recreation field.
- b) Projects will also be looked upon favourably if there is evidence of fostering and incorporating leadership development through program structures that allow young people:
- i. participation in formal leadership training opportunities;
 - ii. involvement in the planning and implementation of the activities;
 - iii. providing mentoring or volunteer opportunities in sport, culture, and recreation activities or special events;
 - iv. promoting or developing role models;
 - v. facilitating opportunities for meaningful civic engagement; and
 - vi. other leadership initiatives or activities.

7.03 PROGRAM ELIGIBILITY

- a) All of the following eligibility requirements must be met:
- i. only non-profit organizations are eligible to receive funding;
 - ii. expenditures must be directly related to the operation of sport, culture, or recreation programs, activities and events within the City of Prince Albert and the majority of the participants must reside within City limits;
 - iii. a minimum of 30% of the grant funding provided through the grant funding must be used for programs aimed at increasing participation for under-represented populations. Examples include indigenous peoples, seniors, women, youth at risk, economically disadvantaged, newcomers, persons with a disability, and single parent families;
 - iv. operation costs of facilities that are directly related to a program are eligible for 25% of the total grant for each program up to a maximum of \$500 per program;

- v. follow-ups verifying project expenditures must be submitted in a follow-up report prior to receiving funding;
- vi. projects are to be operated on a non-profit basis;
- vii. organizations receiving grants must publicly acknowledge Saskatchewan Lotteries within their activities;
- viii. an organization may be limited to only one grant during each fiscal year and the maximum amount of funding that can be applied for is \$12,000;
- ix. organizations are responsible to ensure appropriate liability and participant's insurance are in place for programs funded by the Community Grant program; and
- x. religious organizations may be eligible, providing there is a clear distinction between the religious/educational and recreation programs.

7.04 INELIGIBLE PROJECTS

- a) The program is designed to provide funding for sport, culture, and recreation programs therefore the following expenditures are ineligible for grant funding:
 - i. construction, renovation, retrofits, and repairs to buildings/facilities (This includes fixing doors, shingling roofs, installing flooring, moving/hauling dirt, etc.);
 - ii. maintenance and operation costs of facilities that are not directly related to a program supported by this grant;
 - iii. property taxes & insurance;
 - iv. alcoholic beverages;
 - v. food or food related costs (This includes catering supplies, coffee pots, coffee, BBQ's, etc.);
 - vi. membership fees in other lottery funded organizations;
 - vii. prizes: cash, gifts, awards, honourariums, trophies, plaques, and badges;
 - viii. out of province activities and travel;

- ix. donations;
- x. subsidization of wages for full time employees; eligible employment expenditures are less than 35 hours per week for no more than 90 days (or 455 hours) in a grant period;
- xi. uniforms or personal items such as sweatbands and hats; and
- xii. retroactive funding will not be permitted.

7.05 APPLICATION PREFERENCES

- a) Favourable consideration is given to the following projects:
 - i. organizations that include a financial contribution towards the project from their own operating budget;
 - ii. requests for new or innovative programs that do not duplicate existing services and programs that develop, expand, and improve opportunities in recreation, culture, and sport; and
 - iii. programs that address social issues or address programming gaps within the community through the provision of sport, culture and recreation activities.

2024 Community Grant Program - For Approval

Category Culture

11	Riverside Public School	Proj. Cost	\$37,700.00	Self Help	\$33,700.00	Grant	<u>\$4,000.00</u>
Proj. Name:	Riverside Culture Room		Basic		<u>\$4,000.00</u>		
Description:	Riverside Public School is developing a First Nations and Metis culture room in their building. With the majority of their students being Indigenous, they feel it is important to expose, teach and provide traditional teachings to their students. The grant would go towards purchasing an indoor tipi for the room, as well as additional resources for staff and students.		S./Target		<u>\$0.00</u>		
21	Prince Albert Multicultural Council (PAMC)	Proj. Cost	\$16,700.00	Self Help	\$10,200.00	Grant	<u>\$6,500.00</u>
Proj. Name:	Explore Culture: Children Summer Day Camp 2024		Basic		<u>\$6,500.00</u>		
Description:	The Children Summer Day Camp is a free 4-day multicultural day camp giving opportunity to Ethnocultural, Indigenous and Canadian-born children to connect and learn about diversity and anti-racism. Additionally, they will be able to learn about the various cultures that make up the city's diverse community through cultural arts and crafts, music, dance, games, traditions and celebrations. This camp is for children ages 7 to 11 from diverse backgrounds living in the City of Prince Albert and surrounding communities.		S./Target		<u>\$0.00</u>		
28	Prince Albert Council for the Arts	Proj. Cost	\$12,000.00	Self Help	\$5,500.00	Grant	<u>\$6,500.00</u>
Proj. Name:	Finding Our Common Stories: Artist-in-Residence Project		Basic		<u>\$0.00</u>		
Description:	The project brings together newcomer and Indigenous women to connect, share their stories and collaborate on visual art projects. The grant would allow for workshops to be conducted by the Artist-in-Residence, as well as provide necessary materials and space.		S./Target		<u>\$6,500.00</u>		
7	La Cooperative L'Ecole des Petits/Preschool for the Small Coo	Proj. Cost	\$12,000.00	Self Help	\$5,500.00	Grant	<u>\$6,500.00</u>
Proj. Name:	Cultural Experiences for Prince Albert Preschool Children		Basic		<u>\$3,250.00</u>		
Description:	The grant would allow for the group to provide participants experiences to explore a variety of cultures. The program will primarily focus on Indigenous and Metis culture with the use of creative arts, drumming, dancing and environmental connection.		S./Target		<u>\$3,250.00</u>		

Summary for 'Category' = Culture (4 detail records)

Sum	Total Allocation	\$23,500.00	Total Basic	\$13,750.00	Total S./Target	\$9,750.00
Percent		14.76%		18.01%		11.77%

Category Culture and Recreation

1	Firebird North Sistema Music Project	Proj. Cost	\$31,846.00	Self Help	\$25,346.00	Grant	<u>\$6,500.00</u>
Proj. Name:	Firebird North Sistema Music Project			Basic	<u>\$6,500.00</u>		
Description:	The project focuses on providing youth participants opportunities to build positive relationships through the performing arts. Composed of music and dance portions, participants are able to develop social skills such as collaboration and teamwork. Currently, the group is able to cover the costs for the end of this school year, so the grant would be used towards operating another year (September 2024 to May 2025). As well, the group would like to expand the program to include transportation to provide access to students further away in Prince Albert.			S./Target	<u>\$0.00</u>		
16	West Flats Citizens Group (Bernice Sayese Centre)	Proj. Cost	\$12,368.88	Self Help	\$5,568.88	Grant	<u>\$6,800.00</u>
Proj. Name:	Pop Up Barbeques			Basic	<u>\$6,800.00</u>		
Description:	The West Flat Citizens Group works towards building safer community in Prince Albert. The project is aimed at providing children and families an opportunity to interact with one another, as well as generate interest in the development of community/family-based activities in various neighbourhoods within Prince Albert. With this, the group was able to do 5 pop-up barbeques in the summer of 2023. Their aim for the summer of 2024 is to bring this service to 5-6 new locations. The plan is to utilize City of Prince Albert community parks to provide this service, as well as access to free/low cost extracurricular activities.			S./Target	<u>\$0.00</u>		
25	Prince Albert Early Years Family Resource Centre	Proj. Cost	\$3,880.00	Self Help	\$880.00	Grant	<u>\$3,000.00</u>
Proj. Name:	Art and Music			Basic	<u>\$0.00</u>		
Description:	The group is looking to continue to provide free programming for families, but would like to broaden their scope into music and art. The grant will be used to supplement activities that will be provided through a First Nation's artist, as well as for their mom and baby dance classes.			S./Target	<u>\$3,000.00</u>		

29	Margo Fournier Arts Centre	Proj. Cost	\$26,000.00	Self Help	\$18,000.00	Grant	<u>\$8,000.00</u>
Proj. Name:	Access to Arts at MFAC			<u>Basic</u>	<u>\$4,000.00</u>		
Description:	The project aims to provide art and cultural programming to those who are underserved in the community, as well to those with less opportunities. The programming will be both free and subsidized, as well as both structured and unstructured. The funding would support facility, travel, equipment, supplies and administrative costs associated with the program.			<u>S./Target</u>	<u>\$4,000.00</u>		
30	Mann Art Gallery	Proj. Cost	\$71,370.00	Self Help	\$64,370.00	Grant	<u>\$7,000.00</u>
Proj. Name:	Education Program 2024 - Outreach			<u>Basic</u>	<u>\$4,200.00</u>		
Description:	The Mann Art Gallery is a public art gallery that strives to bridge art and artists with the City of Prince Albert. The Education Program provides opportunities for individuals of all ages to engage in multiple activity categories including gallery tours and off-site programs, family art days, guest artist-led workshops, children's art camps, etc. The funding would be used to subdize these activities.			<u>S./Target</u>	<u>\$2,800.00</u>		
6	Prince Albert Early Childhood Council	Proj. Cost	\$8,175.00	Self Help	\$7,375.00	Grant	<u>\$800.00</u>
Proj. Name:	Prince Albert's 8th Annual Family Expo			<u>Basic</u>	<u>\$400.00</u>		
Description:	The Family Expo provides many activities for families and children to engage in, as well, there are a variety of early childhood provider vendors where people can gain access to valuable information and supports. The grant would help in providing interactive activities for the event for young families in attendance.			<u>S./Target</u>	<u>\$400.00</u>		
9	Common Weal Community Arts	Proj. Cost	\$8,750.00	Self Help	\$2,550.00	Grant	<u>\$6,200.00</u>
Proj. Name:	Creative Connections			<u>Basic</u>	<u>\$0.00</u>		
Description:	The Herb Bassett Day Centre is a day home facility in Victoria Hospital for seniors with debilitating sensory, intellectual and physical conditions. This project specifically involves providing workshops to residents, allowing them to engage in stimulating cultural activities. The funding would be used to bring in specialized artists to conduct workshops, as well as project management and staff compensation.			<u>S./Target</u>	<u>\$6,200.00</u>		

Summary for 'Catagory' = Culture and Recreation (7 detail records)

Sum	Total Allocation	\$38,300.00	Total Basic	\$21,900.00	Total S./Target	\$16,400.00
Percent		24.05%		28.68%		19.79%

Category Recreation

13	North Saskatchewan River Basin Council Inc.	Proj. Cost	\$171,800.00	Self Help	\$165,800.00	Grant	<u>\$6,000.00</u>
Proj. Name:	Notice Nature			<u>Basic</u>	<u>\$3,000.00</u>		
Description:	Notice Nature is a program that provides booklets with over 300 activities and observations for participants to complete. In this program, the activities are based on identifying species from different categories within Saskatchewan including plants, birds, mammals, insects, etc. The program provides to rural, urban and First Nations communities within and surrounding central and northern major city centres, including Prince Albert.			<u>S./Target</u>	<u>\$3,000.00</u>		
17	Prince Albert Community Living Branch of Inclusion Saskatche	Proj. Cost	\$103,430.00	Self Help	\$96,430.00	Grant	<u>\$7,000.00</u>
Proj. Name:	Interec 2024			<u>Basic</u>	<u>\$0.00</u>		
Description:	The project is aimed to enable children/youth with intellectual and/or physical disabilities access to Prince Albert recreation and leisure events. The grant will be used for hiring either a high school student or an individual enrolled in a post-secondary institution to support and enable these children and youth.			<u>S./Target</u>	<u>\$7,000.00</u>		
19	River Valley Resilience Retreat	Proj. Cost	\$113,538.00	Self Help	\$108,538.00	Grant	<u>\$5,000.00</u>
Proj. Name:	RVRR River Project/Woodworking			<u>Basic</u>	<u>\$2,500.00</u>		
Description:	RVRR programs are centered around trauma-informed care and support for Public Safety Personnel (PSP), Armed Forces and Veterans. The River program specifically provides the opportunity for participants to make their own canoe paddles, where they will eventually be able to venture on the South Saskatchewan River for a 4 hour paddling experience, then are invited back to join fellow graduates of the program on a 4 day canoe trip on the Churchill River.			<u>S./Target</u>	<u>\$2,500.00</u>		
2	The Prince Albert Science Centre Inc.	Proj. Cost	\$5,200.00	Self Help	\$1,200.00	Grant	<u>\$4,000.00</u>
Proj. Name:	Science Saturdays			<u>Basic</u>	<u>\$1,200.00</u>		
Description:	The group is looking to continue to develop these events with the use of their newly purchased robotics. In this, they would like to ability to provide their participants a hands-on learning experience using both hard and soft skills. The grant would help in offering robotic-themed Science Saturdays.			<u>S./Target</u>	<u>\$2,800.00</u>		

24	Prince Albert Gymnastics Club	Proj. Cost	\$8,000.00	Self Help	\$3,000.00	Grant	<u>\$5,000.00</u>
Proj. Name:	FLIP - Fun Learning Interactive Play			Basic	\$500.00		
Description:	The FLIP program is an established free weekly drop in providing young families the opportunity to be physically active in an unstructured safe play environment. The success of the program is due to strong community partnerships, volunteers, grant funding and the ongoing commitment from the Prince Albert Gymnastics Club. The program can accommodate 30 to 50 participants on the gym surface at one time.			S./Target	<u>\$4,500.00</u>		
27	Prince Albert & Area Community Alcohol Strategy Steering Co	Proj. Cost	\$1,726.22	Self Help	\$926.22	Grant	<u>\$800.00</u>
Proj. Name:	PA Winter Festival Family Sledding Day			Basic	\$800.00		
Description:	The CASSC supports the day by distributing crazy carpets to anyone participating, at the same time, provide participants information regarding alcohol and substance abuse.			S./Target	<u>\$0.00</u>		
32	City of Prince Albert	Proj. Cost	\$7,419.19	Self Help	\$919.19	Grant	<u>\$6,500.00</u>
Proj. Name:	Kinsmen Water Park (KWP) Play Leader			Basic	\$1,625.00		
Description:	The grant would be used to compensate this position within the City of Prince Albert Playground Program. The program provides daily accessible and inclusive programming to children aged 5-12 in 10 playground locations throughout the city. This position provides crafts and other activities to participants for children during relatives swimming lessons.			S./Target	<u>\$4,875.00</u>		
8	Pineview Family Auxiliary	Proj. Cost	\$2,500.00	Self Help	\$1,000.00	Grant	<u>\$1,500.00</u>
Proj. Name:	Recreation & Care Enhancement			Basic	\$0.00		
Description:	Pineview works to provide "extras" in the daily lives of the residents of Pineview Terrace Long Term Care Facility. This group plans to use funding for Recreation Programming which includes entertainment, excursions, crafts and supplies, and picnics. They will also purchase equipment or supplies that will enhance the care of the residents.			S./Target	<u>\$1,500.00</u>		

Summary for 'Category' = Recreation (8 detail records)

Sum	Total Allocation	\$35,800.00	Total Basic	\$9,625.00	Total S./Target	\$26,175.00
Percent		22.48%		12.60%		31.58%

Category Sport

10	Prince Albert Pikes Artistic Swimming Club	Proj. Cost	\$18,925.00	Self Help	\$14,225.00	Grant	<u>\$4,700.00</u>
Proj. Name:	PA Pikes Swimming Development Initiative			Basic	<u>\$4,700.00</u>		
Description:	The PA Pikes cater to the City of Prince and surrounding area aiming to develop swimming and sychronized swimming skills for beginners, recreational and competitive participants. Their goal is to be able to encourage participation across all age groups and skill levels through an affordable, accessible and inclusive learning environment. With this, they would like to expand on their membership and see an increase in physical fitness levels of participants.			S./Target	<u>\$0.00</u>		
12	P4A (Prince Albert Area + Athletic Association)	Proj. Cost	\$3,000.00	Self Help	\$500.00	Grant	<u>\$2,500.00</u>
Proj. Name:	Athlete + Coach Skill and Professional Training			Basic	<u>\$2,500.00</u>		
Description:	The grant will allow the P4A to conduct coaching clinics, team skill training, and specific sport skill development. They work with groups in sizes of 10-50. Their clinics are offered from September to June at no cost to the participants. Clinicians are paid for their time.			S./Target	<u>\$0.00</u>		
18	Prince Albert Sharks Swim Club	Proj. Cost	\$120,500.00	Self Help	\$115,761.00	Grant	<u>\$4,739.00</u>
Proj. Name:	Junior Coach Supplement			Basic	<u>\$3,791.20</u>		
Description:	The Sharks Swim Club provides an opportunity for the youth of PA and the surrounding area to train, compete and enjoy swimming in an indoor facility supervised by a highly-trained coaching staff. The group has been building their base to engage as many young swimmers into their junior coaching programs. Through providing more of these opportunities, the group hopes to capture the interest of prospective athletes. The group plans to use the grant to cover junior coaching costs for half of their operating season.			S./Target	<u>\$947.80</u>		
20	Prince Albert Pickleball Club	Proj. Cost	\$3,300.00	Self Help	\$300.00	Grant	<u>\$3,000.00</u>
Proj. Name:	Saturday Pickleball			Basic	<u>\$2,250.00</u>		
Description:	The PA Pickleball Club aims to provide opportunities for the citizens of PA and surrounding area to play pickleball. The project would be to provide beginners lessons, as well as access to participants working during the week day. The grant would be used to rent space in the Alfred Jenkins Field House			S./Target	<u>\$750.00</u>		

22	Prince Albert Community Basketball Association	Proj. Cost	\$118,000.00	Self Help	\$111,500.00	Grant	<u>\$6,500.00</u>
Proj. Name:	Youth skill development/training			Basic	\$0.00		
Description:	The grant will allow for the group to continue to build programming in five different areas. These include the girl's program, the winter skill development program, fall leagues for children from grade 3 to high school, the now established tournament teams, and the Jr NBA program geared towards 4-7 year old youth.			S./Target	<u>\$6,500.00</u>		

23	Prince Albert Minor Baseball Association	Proj. Cost	\$7,964.62	Self Help	\$3,464.62	Grant	<u>\$4,500.00</u>
Proj. Name:	Grand Slam Rebuild			Basic	<u>\$4,500.00</u>		
Description:	The grant would allow the group to install two portable scoreboards and two portable pitch count boards at Mair Park Baseball Complex. The Junior Rally, Senior Rally and 11U teams will play and practice on two of the diamonds at the complex, where there are currently no scoreboards. The addition of the equipment could aid in creating greater opportunities for hosting games, tournaments, and provincial events in the future.			S./Target	<u>\$0.00</u>		

Summary for 'Category' = Sport (6 detail records)

Sum	Total Allocation	\$25,939.00	Total Basic	\$17,741.20	Total S./Target	\$8,197.80
Percent		16.29%		23.23%		9.89%

Category Sport and Recreation

26	Prince Albert Skating Club	Proj. Cost	\$161,700.00	Self Help	\$155,200.00	Grant	<u>\$6,500.00</u>
Proj. Name:	Recreation/Learn to Skate program ice fees			Basic	<u>\$3,900.00</u>		
Description:	The Prince Albert Skating Club is a well-established club in the community offering learn-to-skate, figure skating and power skating programs. They encourage all children/youth and adults of all abilities and backgrounds to participate. The group would use the grant towards ice rental costs so they can continue to offer their programming at a reasonable registration fee to the participants.			S./Target	<u>\$2,600.00</u>		

3	Embassy Church	Proj. Cost	\$12,000.00	Self Help	\$5,500.00	Grant	<u>\$6,500.00</u>
Proj. Name:	Sports on Central			Basic	<u>\$3,250.00</u>		
Description:	The event provides drop in opportunities for youth to participate in sports activities on the streets of downtown Prince Albert. In this, an environment is provided for these youth to positively engage with one another, as well as interact with the various clubs and organizations in attendance. The grant will be used for equipment and supplies, travel, and salaries associated with the event.			S./Target	<u>\$3,250.00</u>		
31	Special Olympics Prince Albert	Proj. Cost	\$6,496.60	Self Help	\$2,996.60	Grant	<u>\$3,500.00</u>
Proj. Name:	Special Olympics PA Facility Fees and Golf/Bocce Equipment Purchase			Basic	<u>\$0.00</u>		
Description:	The grant will be used for facility payments including storage for their sports equipment, bowling alley rental and golf facility fees. As well, the group would purchase golf clubs and bags from Fairview Fairways and new Bocce Courts for their Bocce Program.			S./Target	<u>\$3,500.00</u>		
4	Eagle's Nest Youth Ranch	Proj. Cost	\$6,500.00	Self Help	\$300.00	Grant	<u>\$6,200.00</u>
Proj. Name:	Let's Move Together			Basic	<u>\$6,200.00</u>		
Description:	The grant would be used to buy outdoor sports equipment for youth programming in City of Prince Albert outdoor spaces. They want to be able to provide the opportunity to expose their youth to the benefits of outdoor activity.			S./Target	<u>\$0.00</u>		
5	Big Brothers Big Sisters of Prince Albert	Proj. Cost	\$2,500.00	Self Help	\$500.00	Grant	<u>\$2,000.00</u>
Proj. Name:	Big Fun Program			Basic	<u>\$0.00</u>		
Description:	The project removes barriers to recreation for vulnerable children and youth by offering free activities. The grant would be utilized to expand on their offerings for this core program, providing more options and venues within Prince Albert such as swimming, mini-golf, bowling, etc. They would also like to provide more for their smaller-scale offerings such as arts/crafts, board games and small sports equipment.			S./Target	<u>\$2,000.00</u>		

Summary for 'Category' = Sport and Recreation (5 detail records)

Sum	Total Allocation	\$24,700.00	Total Basic	\$13,350.00	Total S./Target	\$11,350.00
Percent		15.51%		17.48%		13.70%

Category Sport, Culture and Recr

14	Hearts of the Seniors Gathering	Proj. Cost	\$6,000.00	Self Help	\$1,500.00	Grant	<u>\$4,500.00</u>
Proj. Name:	JOY (Just for Older Youth)		Basic		\$0.00		
Description:	The project aims to get senior citizens to a point where they are able to join each other in a social atmosphere. In the project, these individuals will be coming together every second week to socialize through recreation, sports and music. The grant will largely be used to supplement staff salaries.		S./Target		<u>\$4,500.00</u>		

15	YWCA Prince Albert - Settlement Services	Proj. Cost	\$54,000.00	Self Help	\$47,500.00	Grant	<u>\$6,500.00</u>
Proj. Name:	Connected Program (CP)		Basic		\$0.00		
Description:	Each year, the YWCA Prince Albert works with over 150 newcomers to the community, coming from around the world. The Connected Program helps these newcomers successfully engage and integrate into the community. Aspects that help with this engagement and integration include sports and recreation activities, attending cultural events and celebrations, participating in arts and crafts and other activities that provide social engagement and learning opportunities. The grant would be used for these activities and outings throughout the grant period.		S./Target		<u>\$6,500.00</u>		

Summary for 'Category' = Sport, Culture and Recreation (2 detail records)

Sum	Total Allocation	\$11,000.00	Total Basic	\$0.00	Total S./Target	\$11,000.00
Percent		6.91%		0.00%		13.27%

Grand Total		\$159,239.00		\$76,366.20		\$82,872.80
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2024 Community Grant Program Summary of Applications Not Recommended (by Category)

Category Culture

Target	Organization: Prince Albert Grand Council Proj. Name: Fine Arts Festival	Cost	\$113,610.25	Grant Requested
		Self Help	\$103,610.25	<u>\$10,000.00</u>

Summary for Culture (1 detail record)

Basic Projects	\$0.00	0.0%	Total for	Culture	\$10,000.00
Senior/Target Projects	\$10,000.00	66.7%			

Category Sport

Basic	Organization: Saskatchewan International Karate Daigaku Proj. Name: 2024 Seminar Tournament and Testing	Cost	\$6,240.00	Grant Requested
		Self Help	\$1,240.00	<u>\$5,000.00</u>

Summary for Sport (1 detail record)

Basic Projects	\$5,000.00	100.0%	Total for	Sport	\$5,000.00
Senior/Target Projects	\$0.00	0.0%			

Total Basic	Total Senior/Target	Total Requests
\$5,000.00	\$10,000.00	\$15,000.00



City of Prince Albert

RPT 24-82

TITLE: Lease Agreement - River Bank Development Corporation

DATE: **March 14, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That a Lease Agreement between The City and Riverbank Development Corporation for office space at the Bernice Sayese Centre, legally described as Parcel C, Plan 94PA08144, be approved for a five (5) year term, from April 1, 2024 to March 31, 2029; and
2. That the base rent be divided into monthly payments of One Thousand One Hundred Ten Dollars and Twenty-One Cents (\$1,110.21) during the first year of the term and thereafter the Annual Rent of the term shall be determined through the Annual Rates and Fees process.
3. That the Mayor and City Clerk be authorized to execute the Lease Agreement on behalf of The City, once prepared.

TOPIC & PURPOSE:

The purpose of this report is to request approval for a new 5-year Lease Agreement with Riverbank Development for office space at the Bernice Sayese Centre.

BACKGROUND:

River Bank Development Corporation (RBDC) has been a long term dependable tenant at the Bernice Sayese Centre and would like to enter into a new five (5) year lease agreement as the most recent agreement expires on March 31, 2024.

PROPOSED APPROACH AND RATIONALE:

RBDC leases 840 sq. ft. of office space at the Bernice Sayese Centre. They have been a very reliable tenant with no concerns and always making their rent payment on time. They have also assisted with past renovations to the Bernice Sayese Centre.

RBDC is active in housing, food security, recycling, job creation, affordable housing and home ownership initiatives. They have maintained not-for-profit status and continue to develop affordable housing projects and support other activities that promote the development of our local community.

RBDC currently owns affordable housing units in different areas of Prince Albert, with their main focus being on the West Flat. Riverbank Development Corporation continues to be active in the local housing community, supporting efforts to improve the circumstances of low-income families and individuals and supporting the construction of more affordable housing.

Through these community partnerships and careful management, River Bank Development Corporation continues to create quality programs for the benefit of those in and around the community of Prince Albert. These include several local initiatives designed to deal with social issues and supporting not for profits.

CONSULTATIONS:

Riverbank Development Corporation has reviewed the proposed agreement to ensure the terms of the agreement met their expectations prior to final approval from City Council.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Riverbank Development Corporation 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 April 1, 2024.

Once the lease agreement is approved, Riverbank Development Corporation will be notified and the execution process of the agreement will begin.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options to the recommendation, privacy implications, policy implications, or other considerations.

STRATEGIC PLAN:

The report aligns with the Strategic Priority of Promoting a Progressive Community. By renewing the lease agreement with RBCD, the City of Prince Albert is assisting community partners with their ability to provide quality programs that benefit the community of Prince Albert.

OFFICIAL COMMUNITY PLAN:

The report aligns with Section 11 of the Official Community Plan by supporting a Healthy Economy.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Lease Agreement - River Bank Development Corporation

Written by: Curtis Olsen, Sport & Recreation Manager

Approved by: Director of Community Services and City Manager

of any telephone and computer/internet services to the Office Space, applicable goods and services tax, provincial sales tax and any other specific tax or levies arising in respect of the business operation of the Tenant, shall be solely the responsibility of the Tenant.

2. TERM

To have and to hold the Leased Premises unto the Tenant for a term of five (5) years, to be computed from the 1st day of April, 2024 (hereinafter referred to as the "Commencement Date"), and from thenceforth next ensuing and fully to be complete and ended on the 31st day of March, 2029 (the "Term"), subject to earlier termination as hereinafter described;

3. RENT

Yielding and paying unto the Landlord an annual base rent during the term, that is:

- (a) That the base rent be divided into monthly payments of One Thousand One Hundred Ten Dollars and Twenty-One Cents (\$1,110.21) during the first year of the term of this Lease payable on the first day of the month, in advance, commencing the 1st day of April, 2024 and ending March 31st, 2025 and thereafter the Annual Rent of the term shall be subject to the Annual Rates and Fees approved during the Budget Committee deliberations.
- (b) All amounts shall become due and payable pursuant under this Lease, as additional rent, to be paid by the Tenant to the Landlord at such place as the Landlord may designate from time to time, without any prior demand for them. Additional rent means all charges or fees which may be chargeable against the Landlord because of the use and occupation of the premises by the Tenant and any other costs, charges or expenses which may be payable by or recoverable from the Tenant.
- (c) It is acknowledged and agreed that the base rent hereinafter described by the Tenant under this lease, does not include Goods and Services Tax which shall be the sole responsibility of the Tenant.

4. NATURE OF BUSINESS

The Tenant covenants with the Landlord that it will not use the Leased Premises except for the purpose of commercial office space.

5. COMPLIANCE AND INDEMNIFICATION

The Tenant covenants with the Landlord during the term of this Lease to comply promptly at its own expense with all laws, ordinances, regulations, requirements and municipal and other authorities, and all notices in pursuance of same, whether served upon the Landlord or the Tenant, and to indemnify and save harmless the Landlord from and against all any manner of actions or causes of action, damages, loss, cost or expenses, which the Landlord may sustain, incur or be put to by reason of any injury or damage to any persons or to any goods and chattels contained in, upon or about the Lease Premises relating to or arising out of the tenant's occupation of the Lease Premises during the term of this lease, unless caused by the negligence of the Landlord, it agents or servants.

6. TENANTS COVENANTS

The Tenant further covenants with the Landlord during the term of this Lease:

Rent

- (a) to pay the Rent hereby reserved in this Lease at the times and in the manner hereinbefore mentioned for payment of the same, subject to any deductions permitted or made under this Lease.

Tax in respect of Business Operations

- (b) to pay the appropriate authorities any business and other taxes, charges, license fees, rates, duties and assessments levied, rated, imposed, charged, or assessed against or in respect of the Tenant's personal property, trade fixtures, furniture and facilities of the Tenant or the business or income of the Tenant on or from the Leased Premises if, as and when the same become due, and will indemnify and keep indemnified the Landlord from and against all payment of these costs, charges, and expenses occasioned by or arising from any and all such taxes, license fees, rates, duties and assessments.
- (c) to execute any construction, remodeling, alterations, or additions of or to the Leased Premises only as authorized in writing by the Landlord and then in a good, substantial and workmanlike manner, all of which shall be at the Tenant's own expense.
- (d) At the termination of this Lease to yield up the Leased Premises in such

repair as is consistent only with any obligations of the Tenant to repair specifically contained in this Lease.

Telephone & Internet Service

- (e) to pay and discharge as soon as due telephone and Internet service charges for the Office Space.

Repair

- (f) to keep the Leased Premises in good and tenantable repair and condition.

Signs

- (g) to display signs advertising its premises and business at such locations and with such specification as may be agreed upon between the Landlord and the Tenant.

Use of Equipment

- (h) to use all equipment contained in the Leased Premises only for the purpose of its business offices.

Nuisance

- (i) not to do nor permit to be done upon the Leased Premises anything which might reasonably be deemed to be a nuisance, annoyance, inconvenience or damage to the Landlord, or to the other tenants in the Premises or the owners or occupiers of any neighbouring lands or premises.

Use

- (j) not to use nor to permit the use of any portion of the Leased Premises for any purpose other than described under paragraph 4 hereof and subparagraph 6(g) hereof.

Increasing Landlord Insurance Liability

- (k) not to do or suffer to be done on the Leased Premises anything without the written consent of the Landlord whereby any of the policies of insurance issued with respect to the Leased Premises may be rendered void or voidable

by the insurers of the premiums paid therefor increased.

Insurance

- (l) to insure forthwith upon commencement of the term and keep insured with an insurer or insurers satisfactory to the Landlord at the sole cost and expense of the Tenant, for the mutual benefit of the Landlord and the Tenant, jointly and severally:
 - i. premises, property or operations, bodily injury, liability insurance;
 - ii. premises, property or operations, property damage, liability insurance (meaning thereby insurance against the liability imposed by law upon the Tenant because of damage to or destruction of property, including loss of use thereof caused by accident, occurring and arising from the Leased Premises and/or property and the Tenant's operations described in this Lease);
 - iii. for the inclusive limits of Five Million Dollars (\$5,000,000.00) (exclusive of interest and costs) for the loss or damage resulting from bodily injury to or the death on one or more persons and for loss or damage to property regardless of the number of claims arising from and to produce evidence of such insurance upon the request of the Landlord.

Assignment

- (m) not to assign or sublet or part with the possession of the Leased Premises without the prior written consent of the Landlord, recognizing that the Tenant will wish to sublease to other parties carrying on a similar business as the Tenant.

Liens

- (n) not to create or permit to be created and maintained provided that the tenant is permitted to sub-lease to a health food convenience store and to cause to be discharged any lien levied on account of the imposition of any builders, labourers' or material man's lien upon the whole premises or any part thereof and the Tenant will not suffer any other matter or thing whereby the said rights or interests of the Landlord in the whole premises or any part thereof might be impaired.

7. LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows:

Quiet Possession

- (a) that the Tenant upon paying the Rent and other payments hereby reserved and performing and observing the Tenant's covenants and agreements herein contained shall and may peaceably and quietly possess, occupy and enjoy the Leased Premises and the Parking Stalls for the Term without any interruption, molestation or disturbance by the landlord or anyone claiming by or through the landlord."

Parking

- (b) five (5) parking stalls equipped with electrical outlets located on the Lands, are provided to the Tenant", (hereinafter called the "Parking Stalls).

Insurance of Landlord

- (c) that the Landlord shall keep in force during the term, insurance with respect to the whole premises, except for the leasehold improvements to the Leased Premises.

Janitorial Services

- (d) that the Landlord will provide janitorial services to the Leased Premises to be covered under maintenance and operating costs for the building.

Cooling and Ventilation

- (e) at its sole cost and expense, to provide, maintain and repair suitable and adequate cooling and ventilation equipment, heating apparatus, pipes and equipment for supplying heat to the Leased Premises and will heat, cool, and ventilate the Leased Premises during hours of likely usage so as to meet the heating, cooling and ventilation requirements.
- (f) that the Leased Premises and the Parking Stalls, including the drains, plumbing, electric wiring, gas lines, heating and lighting systems therein, are now in good and substantial repair for the Tenant's purposes.
- (g) to procure, pay for and provide to the Building and Lands as required, and to the Leased Premises (and, in the case of electric current, to the Parking Stalls

equipped with electrical outlets), electric current and natural gas from the Saskatchewan Power Corporation or other authorized source and to ensure that the said electric current and natural gas are available for normal use by the Tenant.

- (h) to repair, maintain and replace as necessary, or cause to be repaired, maintained and replaced as necessary, the Building, the Leased Premises and the Parking Stalls including, without limiting the generality of the foregoing, the structure of the Building, the exterior and interior walls (including windows and doors), the roof, pipes, plumbing and plumbing fixtures, ceiling, floor coverings, heating and air conditioning equipment and electrical wiring and fixtures installed by the Landlord and other installations of a structural nature and any other necessary repairs, maintenance and replacements not specifically required to be done by the Tenant under the provisions of this Lease.
- (i) to replace and maintain any and all electrical light tubes, bulbs, and starters in the Leased Premises as and when necessary.
- (j) to provide and maintain suitable male and female washroom facilities. The Tenant and its agents, employees, servants, invitees and licensees shall have access to and the right to use the washroom facilities as required by them.
- (k) to provide and hereby grants to the Tenant and its agents, employees, servants, invitees and licensees the right of reasonable access over the Lands and through the Building to the Leased Premises and the Parking Stalls for their use in accordance with their purposes. The Landlord shall maintain in good repair and condition and keep adequately Lighted such means of access.
- (l) to comply with all relevant statutes, by-laws, rules, regulations and orders of any Dominion, provincial, municipal or other applicable authorities, including all fire regulations and requirements of all relevant municipal zoning and building by-laws; and all applicable standards of the National Building Code of Canada.
- (m) The Landlord agrees to carry out from time to time at its own expense all renovations to the Leased Premises, the Parking Stalls, the Building and other facilities on the Lands as required to meet the requirements of this Subsection.
- (n) to ensure that its staff or contractors or other personnel engaged by it are

identified and presentable and are not permitted in the Leased Premises without prior approval of the Tenant's designated representatives.

- (o) that all persons engaged by the Landlord for the purpose of executing any repairs shall be subject to the direction of the Tenant as to the time in which the repairs shall be executed and such repairs shall be executed in such a way as will cause the least inconvenience to the Tenant.
- (p) that that the janitorial staff may execute their duties at all reasonable times. The janitorial staff is to be subject to the direction of the City in the direction of the City in the execution of the duties.

8. MUTUAL COVENANTS

The Landlord and the Tenant hereby mutually agree each with the other as follows:

Default

- (a) that if the rent or any part thereof shall remain unpaid for fifteen (15) days after becoming payable or if any other covenant by the Tenant herein shall not be fulfilled, and such default shall continue for fifteen (15) days of written notice thereof has been given by the Landlord to the Tenant, or be used by any person including the Tenant for any purpose other than as hereinbefore provided, without the written consent of the Landlord, then and in every such case, it shall be lawful for the Landlord and any person or persons authorized by the Landlord to re-enter forthwith upon the Leased Premises and thereupon this Lease shall absolutely determine it without prejudice to any right of action accruing to the Landlord in respect to any antecedent breach of any of the Tenant's covenants herein.

Overflow, leakage and Accident

- (b) that the Landlord shall not be liable for any loss or damage caused by any overflow or leakage of water or electricity or gas or fuel oil or any substances used in their day to day operations of the Tenant from any part of the Leased Premises or by any seepage or overflow from neighbouring premises or for any damage, loss or expense that may be suffered or incurred.

Indemnity

- (c) that if the Landlord shall suffer any expense or be obligated to make any

payment for which the Tenant is liable hereunder, by reason of any failure of the Tenant to observe and comply with any of the covenants of the Tenant, then the Landlord shall have the right to add the expense or payment to the rent by way of additional rent and the amount shall thereupon immediately be due and payable as rent and recoverable in the manner provided by law for the recovery of rent in arrears.

Examination and Acceptance of Premises

- (d) that the Tenant agrees that the taking of possession shall be conclusive evidence as against the Tenant that at the time thereof the Leased Premises were in good order and satisfactory condition.

Fixtures

- (e) that the Tenant may maintain such furniture, fixtures and equipment within the Leased Premises as it may require for its business therein, and, may remove those items of furniture, fixtures and equipment upon termination of the Lease as agreed to by the parties upon, and in the event of such removal, the Tenant shall repair any structural damage caused to the Leased Premises to the satisfaction of the Landlord.

Damages or Destruction of Building and Premises

- (f) provided that, and it is hereby expressly agreed that if, during the said term the building in which the Leased Premises or any part thereof is situated shall be destroyed or damaged by fire, lightning, tempest, impact from aircraft, acts of God, or the Queen's enemies, riots, insurrections, explosion, or structural defects or weakness, the lease herein shall be terminated.

Over-Holding

- (g) that if the Tenant shall hold over and continue to occupy the Leased Premises after the expiration of the term hereby granted and the Landlord shall accept rent at the rate hereby reserved, the tenancy thereby created shall be month to month only subject to all of the covenants, agreements, conditions, provision, and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

Remedy

- (h) that time is of the essence of this Lease and of every term and provision hereof and no waiver by the Landlord or any breach by the Tenant shall be deemed a waiver of or in any way affect or prejudice the rights and remedies of the Landlord in respect of any future or other breach of the covenants or obligations on the part of the Tenant herein contained.
- (i) 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 sixty (60) days after the date of invoice, or in the event of rent, from the date same is due and owing, and continuing until payment is made.

Notice

- (j) 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: Riverbank Development Corporation
1350 15 Avenue West
Prince Albert, SK S6V 5P2

Landlord's Address: The City of Prince Albert
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.

9. TERMINATION

Notwithstanding any other provision of this Agreement with respect to renewal hereof, either of the parties may terminate this Agreement by giving to the other no less than ninety (90) days' written notice.

10. RELATIONSHIP CREATED

It is understood and agreed that neither the method of computation of rent nor any other provision contained herein or any act or acts of the Parties hereto shall be

deemed to create any relationship between the Parties hereto other than the relationship of Landlord and Tenant.

11. AMENDMENT OF LEASE

This Lease Agreement may not be modified or amended except by an instrument in writing signed by the Parties hereto or by their successors or assigns.

12. TERMS, COVENANTS AND CONDITIONS INVALID

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or application of such terms, covenant or condition to any person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant or condition of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law. All of the provisions of this Lease are to be construed as covenants and agreement as though the words importing such covenants and agreements were used in each separate paragraph hereof.

13. GOVERNING LAW

This Lease shall be construed and governed in accordance with the laws of the Province of Saskatchewan.

14. ENTIRE AGREEMENT

This Lease Agreement contains the entire agreement between the Parties and it is admitted so that they shall be forever stopped from asserting to the contrary and there is no condition, precedent or warranty of any nature whatsoever and no collateral warranty or covenant whatsoever to the within Lease, it being understood and agreed that this Agreement shall be in replacement of an earlier Agreement between the parties dated April 8, 2021.

15. ENUREMENT

This Lease Agreement shall ensure to the benefit of and be binding upon the Parties hereto, their heirs, executors, administrators, successors and assigns.

16. PARAGRAPH HEADINGS

Paragraph headings contained in this Lease are inserted herein only for reference purposes and in no way define, limit or describe the scope or intent of this Lease nor affect its terms and provisions.

17. EFFECTIVE DATE

The Landlord and the Tenant agree that notwithstanding this Agreement may be signed at a later date, the effective date shall be April 1, 2024.

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. 2024.

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

IN WITNESS WHEREOF Riverbank Development Corporation 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. 2024.

RIVERBANK DEVELOPMENT CORPORATION



City of Prince Albert

RPT 24-83

TITLE: Lease Agreement - Children's Choice Development Cooperative

DATE: **March 14, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That a Lease Agreement between The City and Children's Choice Child Development Co-operative for the daycare building located at the Carlton Park Community Club, legally described as Parcel MR6, Plan 80PA17588 Ext 1, at 3100 Dunn Drive in Prince Albert, SK be approved for a five (5) year term from April 1, 2024 to March 31, 2029; and,
2. That the base rent be divided into monthly payments of Six Hundred Twenty Five Dollars (\$625.00) plus applicable taxes during the first year of the term and thereafter the Annual Rent of the term shall be determined through the Annual Rates and Fees process.
3. That the remaining four (4) years of the agreement be subject to any increase approved as part of the Annual Rates and Fees review.
4. 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 Children's Choice Child Development Co-operative for the daycare building located at the Carlton Park Community Club.

BACKGROUND:

Children's Choice Child Development Co-operative is a registered non-profit organization that provides daycare services for residents of Prince Albert. In 1984, the organization built the

3,648 sq. ft. building they currently operate out of at the Carlton Park Community Club site. The original 1984 agreement allowed the daycare to construct their building on City property with the building becoming City property once completed. The daycare also received a \$70,000 loan from the City to construct the building which was paid off over a period of 8 years interest free.

Although a completely separate building, the daycare originally operated under the Community Club agreement. The daycare has always been responsible for the maintenance of the building and all utility and insurance costs. It should be noted that they have kept the building and property in excellent condition.

The following is a summary of some of the renovations and maintenance completed by the daycare:

- November 2023 - Flooring upstairs and Entry Way all replaced \$21,000
- November 2023 - Accordion curtain/door replaced with wall \$800
- November 2023 - Sub flooring, New Floors along with paint in office \$4000
- September 2023 - New deck on back \$5400
- September 2023 - -New fence \$3500

In the coming months they plan to repaint the whole centre and add wainscoting through the whole centre.

The daycare also completes annual fire, gas and health inspections and has the sewer line cleaned annually. All of these items come at their own cost and the City has not been required to make any major investments into the property as result of the commitment made by the Children's Choice Children's Cooperative.

PROPOSED APPROACH AND RATIONALE:

Term

1. Five (5) year lease agreement – April 1, 2024 to March 31, 2029
2. Building must be utilized solely for the purpose of providing daycare services.

Rent

That the Annual Rental Rate for April 1, 2024 to March 31, 2025 be made in monthly payments of \$625.02 plus taxes. The remaining four (4) years of the agreement will have an annual increase based on our Annual Rates and Fees review.

City's Covenants

- The City is responsible for paying the water, energy and electrical utilities and recovers

the costs through the monthly rental payments.

Daycare's Covenants

- The daycare can only use the building to provide daycare services and cannot sublet any portion of the facility.
- The daycare is responsible for telephone and internet service.
- The daycare is responsible for all exterior and interior maintenance and any renovations or remodeling must be approved by the City.
- The daycare is responsible for all Heating, Ventilation and Air Conditioning maintenance and replacement.
- The daycare must allow the City to conduct an annual inspection of the facility and adhere to any maintenance related recommendations at their own cost.
- The daycare must complete annual fire, gas and health inspections.
- The daycare is responsible to work with the Carlton Park Community Club on snow removal.
- The daycare cannot erect any fencing or signage without approval from the City.
- The daycare is responsible for all damages caused by its members or invited guests.

Other Items

- The club 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 will insure the building and land against loss of fire and other perils under a Comprehensive General Liability. The club agrees to pay the deductible portion which may apply for any damage claims made on the City policy.
- The club must insure all the contents inside the building.
- The club must notify the City of any damages to the property or any claims arising out of the occupation of the land.
- If the club abandons the premises or disband than the City can take over the premises immediately.
- If the rent or any other payment to the city is not paid within 30 days the City can take over the premises.
- The City can take over the building at any time with 90 days' notice.

CONSULTATIONS:

Administration corresponded with Children's Choice Child Development Co-operative to ensure the proposed terms of the agreement were conducive to their needs and financial position.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once the lease agreement is approved, the daycare will be notified and the execution process of the agreement will begin.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options to the recommendation or any policy or privacy implications.

STRATEGIC PLAN:

This agreement aligns with the Strategic Priority of Promoting a Progressive Community as it provides assistance to a local not for profit group so that they can provide quality day-care services to the community that are in high demand.

OFFICIAL COMMUNITY PLAN:

The partnership with the Children's Choice Development Cooperative at Carlton Park aligns with Section 9 of the Official Community Plan.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Lease Agreement - Children's Choice Development Cooperative

Written by: Curtis Olsen, Sport & Recreation Manager

Approved by: Director of Community Services and City Manager

1. INTENT OF LEASE

It is the intent of the parties that the base rent shall include all utilities. The Tenant shall be responsible for all other services to the Leased Premises, applicable goods and services tax, provincial sales tax and any other specific tax or levies arising in respect to the business operation of the Tenant.

2. TERM

The Landlord agrees:

- a) to have and to hold the Leased Premises unto the Tenant for a term of five (5) years, to be computed from the 1st day of April, 2024 (hereinafter referred to as the "Commencement Date"), and from thenceforth next ensuing and fully to be complete and ended on the 31st day of March, 2029 (the "Term"), subject to earlier termination as hereinafter described;

3. RENT

Yielding and paying unto the Landlord a monthly rent during the term that is paid and quantified as follows:

- a) By equal monthly payments of Six Hundred Twenty Five and 2 cents (\$625.02) payable on the first day of the month, in advance, commencing the 1st day of April, 2024 ("Base Rent"). It is further understood and agreed that the Tenant shall be responsible to pay any Goods and Services Tax (GST) which may apply.
- b) The Base Rent shall be increased on the anniversary date of the commencement of the Term beginning April 1st, 2025. The annual increase will be subject to the City's Rates and Fees approval during the Budget Committee deliberations.
- c) All back rent from the signing date to April 1st, 2024 shall be paid upon signing of the agreement.
- d) The Tenant shall pay promptly when due all accounts with respect to the additional rent under this Lease. The additional rent is to be paid by the Tenant to the Landlord at such place as the Landlord may designate from time to time, without any prior demand for them. Additional rent means all charges or fees which may be chargeable against the Landlord because of the use and occupation of the premises by the Tenant

and any other costs, charges or expenses which may be payable by or recoverable from the Tenant.

4. NATURE OF BUSINESS

The Tenant covenants with the Landlord that it will not use the Leased Premises except for the purpose of a day-care centre.

5. COMPLIANCE AND INDEMNIFICATION

The Tenant covenants with the Landlord during the term of this Lease to comply promptly at its own expense with all laws, ordinances, regulations, requirements and municipal and other authorities, and all notices in pursuance of same, whether served upon the Landlord or the Tenant, and to indemnify and save harmless the Landlord from and against all any manner of actions or causes of action, damages, loss, cost or expenses, which the Landlord may sustain, incur or be put to by reason of any injury or damage to any persons or to any goods and chattels contained in, upon or about the Lease Premises relating to or arising out of the tenant's occupation of the Lease Premises during the term of this lease, unless caused by the negligence of the Landlord, its agents or servants.

6. TENANT'S COVENANTS

The Tenant further covenants with the Landlord during the term of this Lease:

Rent

- a) To pay the Rent hereby reserved in this Lease at the times and in the manner hereinbefore mentioned for payment of the same, subject to any deductions permitted or made under this Lease.
- b) To pay the appropriate authorities any business and other taxes, charges, license fees, rates, duties and assessments levied, rated, imposed, charged, or assessed against or in respect of the Tenant's personal property, trade fixtures, furniture and facilities of the Tenant or the business or income of the Tenant on or from the Leased Premises if, as and when the same become due, and will indemnify and keep indemnified the Landlord from and against all payment of these costs, charges, and expenses occasioned by or arising from any and all such taxes, license fees, rates, duties and assessments.

- c) To request permission prior to any interior construction, remodeling, alterations, or additions of or to the Leased Premises only as authorized in writing by the Landlord and then in a good, substantial and workmanlike manner, all of which shall be at the Tenant's own expense.
- d) At the termination of this Lease to yield up the Leased Premises in such repair as is consistent only with any obligations of the Tenant to repair specifically contained in this Lease.

Telephone and Internet Service

- e) To pay and discharge as soon as due telephone and internet service charges for the Leased Premises.

Repair and Maintenance

- f) To keep the buildings, grounds, fixtures, installations, improvements and equipment in good and safe state of repair, normal wear and tear only excepted, and to comply with the reasonable directions of the Landlord with respect to maintenance of such general repairs.
- g) To provide, maintain and repair suitable and adequate cooling and ventilation equipment, heating apparatus, pipes and equipment for supplying ventilation and heat to the Leased Premises. The Tenant is also responsible for the replacement of the aforementioned equipment at the end of their life cycles and as determined by the Landlord.
- h) To ensure that the drains, plumbing, electric wiring, gas lines, heating and lighting systems therein, are in good and substantial repair.
- i) To obtain prior authorization in writing by the City for any construction, remodeling, alterations, or additions of or to the said facilities, excepting repair of normal wear and tear that are deemed necessary by the Tenant or required under this Agreement. All such changes and alterations shall comply with the applicable federal, provincial and municipal acts, regulations, codes and bylaws and shall be performed to such reasonable standards as set forth by the City.
- j) Not to create or permit to be created and maintained, and to cause to be discharged, any liens levied on account of the imposition of any builders, labourers, or material man's lien upon the whole of the leased premises or any part thereof and the Club shall not suffer any other matter or thing whereby the rights or interests of the City might be impaired.

- k) To comply with all relevant statutes, by-laws, rules, regulations and orders of any Dominion, provincial, municipal or other applicable authorities, including all fire regulations and requirements of all relevant municipal zoning and building by-laws; and all applicable standards of the National Building Code of Canada.
- l) To complete on an annual basis, mandatory fire, furnace and public health inspections with all inspection results provided to the Landlord once completed.
- m) To comply promptly, at its own expense, with all other laws, ordinances, regulations, requirements of municipal and other authorities thereto, and all notices in pursuance of same, whether served upon the Landlord or the Tenant.

Signs

- n) To display signs advertising its premises and business at such locations and with such specification as may be agreed upon between the Landlord and the Tenant.

Nuisance

- o) Not to do nor permit to be done upon the Leased Premises anything which might reasonably be deemed to be a nuisance, annoyance, inconvenience or damage to the Landlord or the owners or occupiers of any neighbouring lands or premises.

Use

- p) Not to use nor to permit the use of any portion of the Leased Premises for any purpose other than described under section 4 hereof.

Janitorial Services

- q) Provide janitorial services to the Leased Premises to be covered under maintenance and operating costs for the building.

Snow Removal

- r) In conjunction with the Carlton Park Community Club, the removal of ice and snow from the pathways, driveways, and parking lots.

Insurance

- s) To obtain the following insurance coverage upon commencement of the term and keep insured with an insurer or insurers satisfactory to the Landlord at the sole cost and expense of the Tenant, for the mutual benefit of the Landlord and the Tenant, jointly and severally:

- i. General Liability coverage that includes Director and Officer Liability coverage in an amount of not less than five million dollars (\$5 million) 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 Landlord as proof of compliance.
- ii. Tenants legal liability coverage for the space occupied by the Tenant in an amount of not less \$500,000.00. 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 Landlord as proof of compliance.

Financial Covenants

- t) To operate the said facilities without cost to the Landlord except for costs assumed by the Landlord and as described in this agreement.
- u) To provide the Landlord with an unaudited financial statement for the Day-Care operation on an annual basis. The financial statement, consisting of a statement of financial position, statement of operations, statement of changes in net assets, and a statement of cash flows, will be completed in accordance with Canadian generally accepted accounting principles.
- v) To not sell or dispose of any property belonging to the Landlord without prior written consent, it being understood and agreed that any approved improvements or upgrades added to the facility shall form part of the property owned by the Landlord.

Assignment

- w) Not to assign or sublet or part with the possession of the Leased Premises without the prior written consent of the Landlord, which said consent shall not be unreasonably withheld.

Liens

- x) Not to create or permit to be created any lien levied on account of the imposition of any builders, labourers' or material man's lien upon the whole premises or any part thereof and the Tenant will not suffer any other matter or thing whereby the said rights or interests of the Landlord in the whole premises or any part thereof might be impaired.

7. LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows:

Quiet Possession

- a) That the Tenant upon paying the Rent and other payments hereby reserved and performing and observing the Tenant's covenants and agreements herein contained shall and may peaceably and quietly possess, occupy and enjoy the Leased Premises and the Parking Stalls for the Term without any interruption, molestation or disturbance by the landlord or anyone claiming by or through the landlord."

Insurance

- b) That the Landlord shall insure all property attached to or forming part of the said building, fixtures and chattels against loss of fire and other perils and other coverage that may be available under its main insurance policy with such coverage extending to the day-care with respect to property claims subject to the day-care being responsible for the deductible portions on such claims.

Utilities

- c) To procure, pay for and provide to the Leased Premises, electric current, natural gas, water and sewer services and garbage and recycling services for normal use by the Tenant.

8. MUTUAL COVENANTS

The Landlord and the Tenant hereby mutually agree each with the other as follows:

Default

- a) That if the rent or any part thereof shall remain unpaid for fifteen (15) days after becoming payable or if any other covenant by the Tenant herein shall not be fulfilled, and such default shall continue for fifteen (15) days of written notice thereof has been given by the Landlord to the Tenant, or be used by any person including the Tenant for any purpose other than as hereinbefore provided, without the written consent of the Landlord, then and in every such case, it shall be lawful for the Landlord and any person or persons authorized by the Landlord to re-enter forthwith upon the Leased Premises and thereupon this Lease shall absolutely determine it without prejudice to any right of action accruing to the Landlord in respect to any antecedent breach of any of the Tenant's covenants herein.

- b) That if the Landlord shall suffer any expense or be obligated to make any payment for which the Tenant is liable hereunder, by reason of any failure of the Tenant to observe and comply with any of the covenants of the Tenant, then the Landlord shall have the right to add the expense or payment to the rent by way of additional rent and the amount shall thereupon immediately be due and payable as rent and recoverable in the manner provided by law for the recovery of rent in arrears.

Overflow, Leakage and Accident

- c) That the Landlord shall not be liable for any loss or damage caused by any overflow or leakage of water or electricity or gas or fuel oil or any substances used in the day to day operations of the Tenant from any part of the Leased Premises or by any seepage or overflow from neighbouring premises or for any damage, loss or expense that may be suffered or incurred.

Examination and Acceptance of Premises

- d) That the Tenant agrees that the payment of the first month's rent shall be conclusive evidence as against the Tenant that at the time thereof the Leased Premises were in good order and satisfactory condition.

Fixtures

- e) That the Tenant may maintain such furniture, fixtures and equipment within the Leased Premises as it may require for its business therein, and, may remove those items of furniture, fixtures and equipment upon termination of the Lease as agreed to by the parties upon, and in the event of such removal, the Tenant shall repair any structural damage caused to the Leased Premises to the satisfaction of the Landlord.

Damages or Destruction of Building and Premises

- f) Provided that, and it is hereby expressly agreed that if, during the said term the building in which the Leased Premises or any part thereof is situated shall be destroyed or damaged by fire, lightning, tempest, impact from aircraft, acts of God, or the Queen's enemies, riots, insurrections, explosion, or structural defects or weakness, the lease herein shall be terminated.

Over-Holding

- g) That if the Tenant shall hold over and continue to occupy the Leased Premises after the expiration of the term hereby granted and the Landlord shall accept rent at the rate hereby reserved, the tenancy thereby created shall be month to month only subject to all of the covenants, agreements, conditions, provision, and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

Remedy

- h) That time is of the essence of this Lease and of every term and provision hereof and no waiver by the Landlord or any breach by the Tenant shall be deemed a waiver of or in any way affect or prejudice the rights and remedies of the Landlord in respect of any future or other breach of the covenants or obligations on the part of the Tenant herein contained.
- i) 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 (1.5%) per month, being 18.00 percent (18.00%) per annum, from a date sixty (60) days after the date of invoice, or in the event of rent, from the date same is due and owing, and continuing until payment is made.

Notice

- j) 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: Childrens Choice Child Development Co-operative
 3100 Dunn Drive
 Prince Albert, SK S6V 7L2

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.

9. TERMINATION

Either of the parties may terminate this Agreement by giving to the other no less than ninety (90) days' written notice.

10. RELATIONSHIP CREATED

It is understood and agreed that neither the method of computation of rent nor any other provision contained herein or any act or acts of the Parties hereto shall be deemed to create any

relationship between the Parties hereto other than the relationship of Landlord and Tenant.

11. AMENDMENT OF LEASE

This Lease Agreement may not be modified or amended except by an instrument in writing signed by the Parties hereto or by their successors or assigns.

12. TERMS, COVENANTS AND CONDITIONS INVALID

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or application of such terms, covenant or condition to any person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant or condition of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law. All of the provisions of this Lease are to be construed as covenants and agreement as though the words importing such covenants and agreements were used in each separate paragraph hereof.

13. GOVERNING LAW

This Lease shall be construed and governed in accordance with the laws of the Province of Saskatchewan.

14. ENTIRE AGREEMENT

This Lease Agreement contains the entire agreement between the Parties and it is admitted so that they shall be forever stopped from asserting to the contrary and there is no condition, precedent or warranty of any nature whatsoever and no collateral warranty or covenant whatsoever to the within Lease.

15. ENSUREMENT

This Lease Agreement shall ensure to the benefit of and be binding upon the Parties hereto, their heirs, executors, administrators, successors and assigns.

16. PARAGRAPH HEADINGS

Paragraph headings contained in this Lease are inserted herein only for reference purposes and in no way define, limit or describe the scope or intent of this Lease nor affect its terms and provisions.

17. EFFECTIVE DATE

The Landlord and the Tenant agree that notwithstanding this Agreement may be signed at a later or earlier date, the effective date shall be April 1st, 2024.

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. 2024.

THE CITY OF PRINCE ALBERT

MAYOR

(seal)

CITY CLERK

IN WITNESS WHEREOF, Childrens Choice Child Development Co-operative has hereunto affixed its approval, duly witnessed by the hands of its proper officers in that behalf, duly authorized this day of , A.D. 2024.

**CHILDRENS CHOICE CHILD
DEVELOPMENT CO-OPERATIVE**

Name:
Title:

Witness

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:



RPT 24-78

TITLE: Heritage Property Alteration – Octagonal Building - 820 Exhibition Drive

DATE: **March 13, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the request to alter the Municipal Heritage Property located at 820 Exhibition Drive, legally described as Portion of Parcel A, H.B.C.R., Plan No. 82PA14083 be approved subject to review and approval of the finalized alteration plans, to be provided by the Exhibition Association.

TOPIC & PURPOSE:

The Department of Planning and Development Services is in receipt of a request to alter the Municipal Heritage Property located at 820 Exhibition Drive, known as the Octagonal Building.

BACKGROUND:

On March 1, 2024, the Exhibition Association applied to the Saskatchewan Heritage Foundation to secure \$50,000 in funding for the reconstruction of the Octagonal Building's roof (shingles) and Widow's Walk. In accordance with Section 23 of the *Heritage Property Act*, any request to alter a Municipal Heritage Property shall be approved by City Council; this approval also forms part of the funding approval process.

Bylaw No. 15 of 1983 formally designated the Octagonal Building as a Municipal Heritage Property. As part of this Bylaw, it was determined that this building holds significant value for the City of Prince Albert:

“being of architectural and historical value and interest the property known as the Octagonal Building on the Exhibition Grounds ... This building was originally built 1905 to serve as a display building during the annual Exhibition.”

Although not yet adopted, as part of a past Heritage Advisory Committee initiative, Administration prepared an amendment to Bylaw No. 15 of 1983, which provides a listing of Character Defining Elements and an explanation on the Heritage Value that the Octagonal Building holds, which reads:

“Heritage Value

The heritage value of the Octagonal Building lies in its unique architecture, which was typical of exhibition buildings at agricultural fairs on the prairies. Constructed for the purposes of agricultural displays during the annual Exhibition, this structure’s design was adopted specifically to enhance to the architecture of the city. Its unique shape, white-washed walls, red trim, and "widow's walk" roof top made this building a landmark on the Exhibition Grounds. Its two-storey construction also contributed to its prominence on the grounds since very few of western Canada's exhibition buildings consisted of two levels. Thus, the Octagonal Building is distinctive in its own right. Heritage value also resides in the building's association with women's contributions to agriculture and community life in and around Prince Albert. Its construction was initiated by the Ladies' Section of the Lorne Agricultural Society for the purposes of displaying their dairy produce, needlework, baking, grains, grasses, and horticultural goods. In addition, the second level enabled the women's group to organize and host many social gatherings and dances in the building, which enhanced the city's community and social life. The only surviving building of its type in Saskatchewan, the Octagonal Building remains an important structure in the life of Prince Albert.

Character Defining Elements

Reconstruction, repair or replacement of Heritage Properties are to be in material, size, shape, color and configuration which match the original character defining element. As the windows and openings have been identified as a character defining element, they are to be maintained in material, size, shape, color and configuration which match the original character defining element.

The character defining elements of the Octagonal Building include:

- *Those features that reflect building's unique design, such as the decorative 8"x 8" wood columns at octagonal corners, wood siding, the dark red trim which emphasizes the unique octagonal shape of the building, the "widow's walk", and the fieldstone footing;*
- *The 9 over 9 single hung windows;*
- *Pediment over entrance door, transom window over entrance door;*
- *Pediment and gable treatment at entry façade;*
- *Decorative wood treatment in gables and above top floor windows;*
- *Wood lap siding and decorative trim and framing; and,*
Those features that speak to the relationship of the building to its landscape, such as its location on the Exhibition grounds”

PROPOSED APPROACH AND RATIONALE:

As per the attached “*Letter of Request*”, the first phase of restoration for the Octagonal Building is replacing two of the primary municipal character-defining elements, the roof and Widows Walk. Since the roof and the Widows Walk are severely deteriorated, they need to be repaired or replaced in a timely manner.

The recommendation is conditional on the submission of finalized plans for review and approval by Administration because the funding application deadline is March 22, 2024. The Exhibition Association has indicated that requesting City Council's approval on the 25th will not cause any issues for the application. Therefore, once approved, a detailed specification sheet of the materials used in this restoration phase will be submitted for review and approval by Administration.

As per sections and 4.3.3 of the *Standards and Guidelines for the Conservation of Historic Places in Canada*, the required plans need to meet the following intent:

"The new work should be well documented and unobtrusively dated to guide future research and treatment" . . . "Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements."

Therefore, based on the information provided to date and the fact that a heritage value review (and approval) will take place in accordance with the *Standards and Guidelines for the Conservation of Historic Places*, Administration supports this alteration application, subject to the submission of the information indicated above.

CONSULTATIONS:

The Department of Planning and Development Services has been in contact with the applicant throughout the initial review process in order to ensure that they are aware of municipal requirements, processes, options, and to manage expectations and timelines.

The application has been forwarded to the Department of Public Works, Community Services, Fire and Emergency Services, and the Building Division for informational purposes.

The Planning Advisory Committee was not consulted as the required approval timeline did not allow for it and because this application will undergo further review and approval by Administration.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Administration will continue to work with the Exhibition Association to review and approve their alteration plans. And, the applicant will be notified of City Council's decision.

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:

The strategic priority of Promoting a Progressive Community is reflected in this Heritage Property Alteration, as this can be considered an opportunity to honour and celebrate Prince Albert's Heritage.

OFFICIAL COMMUNITY PLAN:

An excerpt from the Official Community plan on heritage:

- Encourage retention of heritage features throughout the community (see Schedule 16.1.15);
- Take a proactive and visionary approach toward the preservation of heritage features;
- Support and encourage heritage and historic revitalization and enhancement initiatives;

These policy statements all provide further support for the proposal submitted by the property owner, which Administration also supports.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Letter of Request
2. Bylaw No. 15 of 1983 - Municipal Heritage Property Designation - Octagonal Building
3. Amendment to Bylaw No. 15 of 1983 - Draft

Written by: Darien Frantik, Planner

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



February 29th, 2024

Sask. Heritage Foundation
2020 11th Ave,
Regina SK
S4P 0J3

Dear Sask. Heritage Foundation – Grant Program:

RE: **PAEX OCTAGONAL HERITAGE BUILDING – REQUEST FOR FINANCIAL HELP FOR ROOF REPAIRS**

The PAEX would like to begin plans to restore one of Prince Alberts oldest heritage buildings known as the Octagonal Building, located on the grounds of the Prince Albert Exhibition. This building was built in 1905 and has withstood the test of time for many years. Unfortunately, time has taken it's toll and the building is in need of many upgrades and repairs. It's time to preserve our history and bring this building back to life.

We are reaching out for financial help.

Our first phase of repairs and upgrades will be the repair of the roof. We plan to get started in the spring of 2024. A structural engineers report is available and is included in the documentation.

Initial contractor quotes for the roof project are coming in around \$100,000. Without the roof repairs, the structure will continue to deteriorate to the point where there will be nothing left to repair.

We are asking for your financial assistance in our efforts to fix the roof of the Octagonal.

The Heritage Grant contribution will be the first step to preserve our heritage and ensure the building will be around for future generations. Items eligible for SASK HERITAGE FUNDING ARE: (The information is supported by an e-mail from Suzanne Pambrun, Administrator for Sask. Heritage Foundation. E-mail to be attached to the emails.

- Proposed new roof system/repair providing it remains with the original design and wood shakes.
- Exterior paint removal and repainting.
- Removal and replacement of deck.

In addition to this letter, there will be the following attachments:

- 1) SHF Application for Grant; c/w signature on declaration; The Municipal approval to do the work – as originally confirmed in the 2022 SHF application.
- 2) Project Summary of eligible funding;
- 3) A description of the historic place;
- 4) A description of the roof work required; As in Prakash Engineering Report and #4 attachment
- 5) A description of the threat to the property; As in Prakash Engineering Report
- 6) A description of how the projects supports the Mission & Vision of SHF; contained in letter to SHF
- 7) A description of previous conservation work;
- 8) Evidence of designation as a MHP; BY-Law No. 15 of 1983
- 9) A description of the heritage value to 1) community and 2) province; Same as #3; Same as 3-Description of historic place
- 10) A description of a conservation approach that aligns with the standards and guidelines;

- 11) Budget – as per Prakash Engineering Report;
- 12) Historical photographs – as per Prakash Engineering Report and Attachment of a 1909 photo;
- 13) Current day color photographs;
- 14) Related studies – Prakash Engineering Report;
- 15) Quotes for proposed roof work;
- 16) Quotes for each component of the proposed work – Prakash Engineering Report;
- 17) Current and future use plans. Currently this building contains storage. Future plans we hope to re-open to the public and create a museum of historical artifacts.
- 18) PAEX Not for profit Incorporation.

How does the project support the Mission and Vision of the Sask. Heritage Foundation?

SHF Mission: Saskatchewan residents value the conservation of our built heritage for its contribution to sustainable communities, enhancing community pride and a richer sense of place. Mission **To foster conservation** that embodies Saskatchewan's built heritage for the benefit of present and future generations.

Need for the Project:

Throughout the 140-year history of the Association, many valued articles have been obtained. Area residents and friends of the Association have donated some of these, while others have been obtained through regular business channels. All articles are directly related to the agricultural focus of the area and form a valuable link between the past and present.

By restoring the Octagonal Building (declared a provincial heritage site) the Association will be able to provide a home for these historical articles that is not only safe and secure, but a place that the history of the Association and the involvement of area residents, who have supported the agricultural programs and activities over the years, will be on public display. Preserving the Octagonal building will in turn preserve and find a place for historical articles.

SHF Vision: Heritage is a valued and dynamic legacy that contributes to our sense of identity, creates an understanding of our past, is used to build communities in the present, and informs our choices for the future.

Upgrading the roof of the Octagonal will allow the Association to complete the first phase of the project to restore the building back for public use. Preserving history serves to enhance the lives of all involved. It is educational, informative and necessary. To incorporate a historical agricultural museum within this heritage building open to the public, would serve to create an unprecedented educational opportunity during the many events held on site at the Exhibition Grounds. The display would serve to enhance the awareness of area residents and visitors, both young and old, as to the importance Agricultural Societies have played in the development of rural areas, not only in the Prince Albert area, but also throughout the Province.

If you have any questions or would like to discuss further, give me a call at 306-941-8913.

Thank-you for your consideration and contribution.

Sincerely,



Debra Despina,
General Manager

Cc: Board of Directors

T:\COMMON\OCTAGONAL\shfgrantrequestletter-2024

CITY OF PRINCE ALBERT
Saskatchewan

CITY OF PRINCE ALBERT

BYLAW NO. 15 OF 1983

A Bylaw to Designate as Municipal Heritage Property the Octagonal Building on the Exhibition Grounds Legally Described as a Portion of Parcel A, H.B.C.R., Registered Plan No. 82PA14083.

WHEREAS Part III of the Heritage Property Act, 1980 authorizes the Council of a Municipality to enact Bylaws to designate real property, including all buildings and structures thereon to be of architectural, historical or natural value or interest;

WHEREAS the Council of the Corporation of the City of Prince Albert has caused a Notice of Intention to be prepared to designate the property known as the Octagonal Building on the Exhibition Grounds and has served such Notice of Intention upon the registered owners of the said property at least Thirty (30) days prior to final consideration of this Bylaw;

AND WHEREAS the said Council has caused the said Notice of Intention to designate to be published in two issues of the Prince Albert Daily Herald with the first publication at least Twenty-one (21) days prior to the date of final consideration of the Bylaw and the last publication at least Seven (7) days prior to the date of that consideration;

AND WHEREAS no objection to the proposed designation has been served on the City Clerk of the Municipality;

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

1. There is designated as Municipal Heritage Property being of architectural and historical value and interest the property known as the Octagonal Building on the Exhibition Grounds legally described as a portion of Parcel A, H.B.C.R., Registered Plan No. 82PA14083. This building was originally built in 1905 to serve as a display building during the annual Exhibition.

CITY OF PRINCE ALBERT
Saskatchewan

BYLAW NO. 15 OF 1983

PAGE TWO

2. The City Solicitor is hereby authorized to cause a certified copy of this Bylaw to be registered against the property described above in the Land Titles Office for the Prince Albert Land Registration District.

3. The City Clerk is hereby authorized to cause a copy of this Bylaw to be filed with the City of Prince Albert and a copy of this Bylaw to be served on the Minister of Culture and Recreation and to cause notice of the passing of this Bylaw.

INTRODUCED AND READ A FIRST TIME THIS 7th DAY OF February , A.D., 1983
READ A SECOND TIME THIS 14th DAY OF March , A.D., 1983
READ A THIRD TIME AND PASSED THIS 14th DAY OF March , A.D., 1983


MAYOR


CITY CLERK

CITY OF PRINCE ALBERT BYLAW NO. _____ OF 2016 (Formerly Bylaw No.15 of 1983)

A Bylaw of The City of Prince Albert to designate the property known as the Octagonal Building, which is legally described as a portion of Parcel A, H.B.C.R., Registered Plan No. 82PA14083, as a Municipal Heritage Property

WHEREAS Part III of the Heritage Property Act authorizes the Council of a Municipality to enact Bylaws to designate real property, including all buildings and structures thereon to be of architectural, historical or natural value or interest;

WHEREAS the Council of the Corporation of the City of Prince Albert has caused a Notice of Intention to be prepared to amend the designation of the real property at Exhibition Drive and 6th Avenue East and has served such Notice of Intention upon the registered owners of the said property at least Thirty (30) days prior to final consideration of this Bylaw;

AND WHEREAS the said Council has caused the said Notice of Intention to amend the designation to be published in an issue of the Prince Albert Daily Herald at least Thirty (30) days prior to final consideration of this bylaw;

AND WHEREAS no objection to the proposed amended designation has been served on the City Clerk of the Municipality;

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

1. There is designated as a Municipal Heritage Property being of architectural and historical value and interest known as the Octagonal Building on the Exhibition Grounds at Exhibition Drive and 6th Avenue East, legally described as a portion of Parcel A, H.B.C.R., Registered Plan No. 82PA14083. The significance of the site is as follows:

a.) Description of Historic Place

The Octagonal Building was built to house agricultural displays during the annual Prince Albert Exhibition.

b.) Heritage Value

The heritage value of the Octagonal Building lies in its unique architecture, which was typical of exhibition buildings at agricultural fairs on the prairies. Constructed for the purposes of agricultural displays during the annual Exhibition, this structure's design was adopted specifically to enhance to the architecture of the city. Its unique shape, white-washed walls, red trim, and "widow's walk" roof top made this building a landmark on the Exhibition Grounds. Its two-storey construction also contributed to its prominence on the grounds since very few of western Canada's exhibition buildings consisted of two levels. Thus, the Octagonal Building is distinctive in its own right. Heritage value also resides in the building's association with women's contributions to agriculture and community life in and around Prince Albert. Its

construction was initiated by the Ladies' Section of the Lorne Agricultural Society for the purposes of displaying their dairy produce, needlework, baking, grains, grasses, and horticultural goods. In addition, the second level enabled the women's group to organize and host many social gatherings and dances in the building, which enhanced the city's community and social life. The only surviving building of its type in Saskatchewan, the Octagonal Building remains an important structure in the life of Prince Albert.

c.) **Character Defining Elements**

Reconstruction, repair or replacement of Heritage Properties are to be in material, size, shape, color and configuration which match the original character defining element.

As the windows and openings have been identified as a character defining element, they are to be maintained in material, size, shape, color and configuration which match the original character defining element.

The character defining elements of the Octagonal Building include:

- Those features that reflect building's unique design, such as the decorative 8"x 8" wood columns at octagonal corners, wood siding, the dark red trim which emphasizes the unique octagonal shape of the building, the "widow's walk", and the fieldstone footing;
 - The 9 over 9 single hung windows;
 - Pediment over entrance door, transom window over entrance door;
 - Pediment and gable treatment at entry façade;
 - Decorative wood treatment in gables and above top floor windows;
 - Wood lap siding and decorative trim and framing; and,
 - Those features that speak to the relationship of the building to its landscape, such as its location on the Exhibition grounds.
2. The Director of Planning and Development Services is hereby authorized to cause a certified copy of this Bylaw to be registered against the property described above in the Land Titles Office for the Prince Albert Land Registration District to be refunded by the owner.
 3. The City Clerk is hereby authorized to cause a copy of this bylaw to be filed with the City of Prince Albert and a copy of this bylaw to be served on the Minister of Culture, Youth and Recreation, and to cause notice of the passing of this Bylaw.
 4. The Council hereby delegates approving authority to the Director of Planning and Development Services for alterations to the interior and exterior of the building and site alterations at on the Exhibition Grounds at Exhibition Drive and 6th Avenue East, in which such alterations, will not result in modification, replacement or repair of the character defining elements stated under this Bylaw. For all proposed alterations the City of Prince Albert will reference the '*Standards and Guidelines for Heritage Conservation in Canada*' in making its decision.

INTRODUCED AND READ A FIRST TIME THIS ____ DAY OF _____, AD 2016.

READ A SECOND TIME THIS _____ DAY OF _____, AD 2016.

READ A THIRD TIME AND PASSED THIS _____ DAY OF _____, AD 2016.

MAYOR

CITY CLERK

DRAFT



City of Prince Albert

RPT 24-55

TITLE: Out of Scope Vacation Leave and Management Days Off Policy

DATE: **March 20, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Out of Scope Vacation Leave and Management Days Off Policy, as attached to this report, be approved;
2. That the Out of Scope Employee Vacation Policy dated January 1, 2006 be rescinded; and
3. That the Banking Earned Days Off Policy dated April 6, 2009 be rescinded.

TOPIC & PURPOSE:

The purpose of this report is to replace the existing Out of Scope Vacation Policy with an up-to-date Out of Scope Vacation Leave and Management Days off Policy, which will reflect current process and the evolving needs of our organization.

BACKGROUND:

The Out-of-Scope Vacation Policy dated January 1, 2006 is outdated and does not address new procedures initiated by the employer on January 1, 2024.

Out-of-Scope compensation was reviewed in late 2023. Changes were implemented that move this employee group toward a merit and performance-based system. Effective 2025, annual compensation increases will be based on performance with annual increases between 0-5% of their pay range. Increments are no longer based on years of service.

The changes also included a move from scheduled Earned Days Off (EDOs) to Management Days Off (MDOs).

Since the previous vacation allotment was based on an EDO structure, vacation time also needed to be adjusted (*see below*).

January 1, 2024 Changes:

Replaced 17 Earned Days Off (EDOs) with 12 Management Days Off (MDOs) that can be used at the OOS employee's discretion.

EDO's:

- No scheduled EDOs starting January 1, 2024.
- Balances from 2023 were carried over to 2024 but must be used in 2024.

MDO's:

- 12 management days off that can be used at OOS employee's discretion.
- They do not carry forward and cannot be paid out.

Vacation Allotment Prior to 2024:

3 weeks (14 days) vacation per year after one year of employment
4 weeks (19 days) vacation per year in your 8th anniversary year
5 weeks (24 days) vacation per year in your 15th anniversary year
6 weeks (28 days) vacation per year in your 25th anniversary year

Vacation Allotment Starting January 1, 2024:

3 weeks (15 days) vacation per year after one year of employment
4 weeks (20 days) vacation per year in your 8th anniversary year
5 weeks (25 days) vacation per year in your 15th anniversary year
6 weeks (30 days) vacation per year in your 25th anniversary year

PROPOSED APPROACH AND RATIONALE:

The framework developed for the OOS Vacation Leave and MDO Policy reflects recent changes to OOS vacation, EDO and MDO allotments.

The benefits of the new system are as follows:

- It supports employees in achieving a healthy work-life balance by encouraging and supporting flexible time off.
- It ensures employees plan vacations and MDO utilization in a way that minimizes disruption to City operations.
- It shifts accountability to employees by requiring they take responsibility for scheduling MDOs and taking time off during the year.
- It is an important component of the City's HR strategy for attracting and retaining talent.
- It reduces financial liability by eliminating EDO payouts and allowing the employer to avoid funding for unused balances.

The aim and goals of this policy are as follows:

- To offer guidance on employee entitlements to vacation and MDOs.
- To encourage the effective utilization of vacation and MDOs, balancing the needs of out of scope employees and the operational requirements of the City.
- To enhance employee well-being, align with organizational objectives, and uphold legal standards.
- To outline the procedures out of scope employees must adhere to when requesting time off from work.

By ensuring that employees take time off as necessary, we mitigate the accumulation of a substantial amount of unused leave and discourage employees from taking an excessive amount of time off all at once.

Four notable changes to the Policy:

1. 17 Earned Days Off (EDOs) have been replaced with 12 Management Days Off (MDOs).
2. Vacation entitlement has increased by one (1) day.
3. Limitations have been placed on when employees can take vacation and MDO leave. *For example: The City reserves the right to approve, deny or restrict vacation and/or MDO requests based on operational needs.*
4. Extended vacation leaves exceeding thirty (30) consecutive days are not permitted except in rare situations approved by the City Manager.

CONSULTATIONS:

December 18, 2023: Management Compensation and Benefits presentation to OOS employees.

December 28, 2023: Follow up email outlining Management Compensation Changes (including a copy of the PowerPoint presentation) sent to OOS employees.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The policy will be communicated to all Out of Scope employees and readily available on the City's website or COPA Connected site for easy access.

POLICY IMPLICATIONS:

1. City of Prince Albert Policy 4.01 Out of Scope Employee Vacation dated January 1, 2006.
2. City of Prince Albert Policy 31 Banking Earned Days Off dated April 6, 2009.
3. Saskatchewan Labour Standards Act and Regulations.

FINANCIAL IMPLICATIONS:

Unlike EDOs, under the MDO structure days cannot be carried over into the next year or paid out when an employee leaves the employment of the City. The change limits the City's financial liability by eliminating cash payouts for banked EDO balances and allows the employer to avoid funding for unused balances, improving our overall financial position.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no Privacy, Official Community Plan implications or other options.

STRATEGIC PLAN:

Organizational Effectiveness - Foster effective planning and transparent management processes within Human Resources. Similar to the Strategic Plan, Human Resources endeavors to regularly utilize, assess, and refine our policies to align with the organization's desired success.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. 2024 OOS Vacation Leave and MDO Policy
2. 2006 Jan 1 OOS Vacation Policy
3. 2009 Apr 6 BEDO Policy

Written by: Kiley Bear, Director of Corporate Services

Approved by: Director of Corporate Services & City Manager

STATEMENT of POLICY and PROCEDURE			
Chapter:	Human Resources	SPP No.	HR 4.01
Section:	Benefits	Issued:	
Subject:	VACATION	Effective:	01/01/06
Issue to:	All Out of Scope Employees	Page:	1 of 4
		Replaces:	
Issued by:	City Manager	Issued:	

1 POLICY

1.01 Vacations are granted annually, based on completed years of continuous employment with the City of Prince Albert.

1.02 For the purpose of this policy the vacation year is defined as January 1 to the following December 31.

1.03 Vacation Entitlement

(a) Vacation accrued for each 12 months of continuous service and/or recognized experience will be credited to the employee vacation reports on January 1 each year.

(b) Employees not on the active payroll at January 1 are entitled to access the unreported prorated vacation period reflecting the period they have worked from when they came on active employment .

Employees on the active payroll at January 1 of the current year shall be credited with the following accrual:

- Fourteen (14) days of vacation in their first year of continuous employment/recognized experience and each year thereafter;
- Nineteen (19) days of vacation in the calendar year of their eighth (8th) anniversary of continuous employment/recognized experience and each year thereafter;
- Twenty-four (24) days of vacation in the calendar year of their fifteenth (15th) anniversary of continuous employment/recognized experience and each year thereafter;
- Twenty-eight (28) days of vacation in the calendar year of the twenty-fifth (25th) anniversary of continuous employment/recognized experience and each year thereafter;

(c) Employees hired on a Term or Casual bases will receive vacation pay in lieu of vacation credits. Vacation pay will be at the rate of 3/52 of earnings, and will be paid on each payroll.

(d) Vacation credits will not be accrued during an approved leave of absence that exceeds 30 days.

1.04 Vacation Entitlement – New Hires

(a) New employees will be placed on the vacation grid based on their previous years of experience that the City Manager deems is valuable to the City to a maximum of 20 years for Department Heads and 10 years for all other Out of Scope.

(b) Previous experience considered would be experience directly related to the position as well as managerial experience.

STATEMENT of POLICY and PROCEDURE			
Chapter:	Human Resources	SPP No.	HR 4.01
Section:	Benefits	Issued:	
Subject:	VACATION	Effective:	01/01/06
Issue to:	All Out of Scope Employees	Page:	2 of 4
		Replaces:	
Issued by:	City Manager	Issued:	

- (c) Effective January 1, 2006 all existing Out of Scope employees vacation entitlement will be reviewed to incorporate this policy. New employees will be credited vacation entitlements as per this policy effective the same date.
- (d) Once employees (new and existing) are placed on the grid the appropriate enhancements of vacation entitlements will be provided on January 1 of each year (including the years determined when the employee began employment with the City or was increased due to the implementation of this policy).

1.05 **Vacation Scheduling**

- (a) Vacation entitlement earned shall be taken during the period from January 1 to December 31 of the current year. Vacation scheduling must be approved in advance by the employee's immediate manager.
- (b) Earned vacation entitlement should not be carried over from one vacation year to another. Requests for carryover must be in writing. The Department Head may approve carryovers up to and including five (5) days. Requests for carryover of more than five (5) days must be approved by the City Manager.

2 PURPOSE

- 2.01 The purpose of this Statement of Policy and Procedure is to specify vacation entitlements that are earned by employees and to ensure consistency in the entitlement of vacation for Out of Scope employees.

3 SCOPE

- 3.01 This Statement of Policy and Procedure applies to all Out of Scope employees.

4 RESPONSIBILITY

- 4.01 Managers are responsible for receiving vacation requests, reviewing, scheduling, approving and monitoring vacation time requested and taken.

5 DEFINITIONS

- 5.01 "**Continuous employment**" means a period of 12 consecutive months of employment including approved vacation time and/or approved leaves of absence(s).

STATEMENT of POLICY and PROCEDURE			
Chapter:	Human Resources	SPP No.	HR 4.01
Section:	Benefits	Issued:	
Subject:	VACATION	Effective:	01/01/06
Issue to:	All Out of Scope Employees	Page:	3 of 4
		Replaces:	
Issued by:	City Manager	Issued:	

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

Saskatchewan *Labour Standards Act* and Regulations

7 PROCEDURE

7.01 Vacation Scheduling

- (a) Employees are required to submit requests for vacation in advance to their immediate manager for approval.
- (b) All vacation taken must be reported on the Employees Attendance Statement.

7.02 Paid Holiday Occurring During Vacation

- (a) When a Paid Holiday occurs, or is granted, on a normal working day during an employee's vacation, the employee shall be paid for the Paid Holiday and the Paid Holiday shall be recorded as such on the Employees Attendance Statement. The employee does not utilize a vacation day for the Paid Holiday.

7.03 Illness During Vacation

- (a) If an employee becomes ill after commencing vacation, providing the employee has been sick for a minimum of four (4) days during the leave, that employee shall be allowed the working days during which he was sick to be charged to his sick leave credits. The employee must produce a certificate from a Medical Practitioner for said illness on the first day of his return to work.

7.04 Leave of absence and Vacation conflict

1. An employee who is on statutory leave may defer taking vacation until the leave expires or, if the employer and employee agree to a later date, beginning on that later date.
2. If an employee is on a statutory leave on the day by which the employee's vacation must be completed (within 12 months after the vacation was earned), the uncompleted part of the vacation shall be completed immediately after the statutory leave expires or, if the employer and the employee agree to a later date, beginning on that later date.
3. Upon the written request of the employee and subject to paragraph 7.07(b), the

STATEMENT of POLICY and PROCEDURE			
Chapter:	Human Resources	SPP No.	HR 4.01
Section:	Benefits	Issued:	
Subject:	VACATION	Effective:	01/01/06
Issue to:	All Out of Scope Employees	Page:	4 of 4
		Replaces:	
Issued by:	City Manager	Issued:	

employee may forgo vacation and receive vacation pay in accordance with the Act or this policy, whichever is the greater, rather than completing his or her vacation.

7.05 Payment of Vacation Pay

- (a) Vacation pay shall be paid at the employees' current rate of pay when the vacation leave was taken.
- (b) Vacation pay shall be part of the regular pay cheque.

7.06 Vacation Pay on Termination

- (a) An employee who ceases employment, for any reason, will receive vacation pay for vacation time accrued to the date of termination, but not yet taken.
- (b) An employee who ceases employment, for any reason, who has been granted or used more vacation credits than was due, shall have such over payment deducted from any monies owing to him by the City calculated on the basis of the salary in effect at the date of termination.

7.07 Payment in Lieu of Vacation

No payment will be made in lieu of vacation except where:

- (a) an employee ceases employment;
- (b) an employee who is entitled to vacation is on leave of absence and/or is physically unable to take earned vacation within the specified time limits and the City Manager approves such payment; or
- (c) in those rare and exceptional cases where it is clear an employee cannot schedule the earned vacation entitlement within the authorized period. Pay in lieu of vacation requires the approval of the immediate manager and the City Manager.

City of Prince Albert Statement of POLICY and PROCEDURE			
Department:	Corporate Services	Policy No.	31
Section:	Human Resources	Issued:	
Subject:	Banking Earned Days Off	Policy Effective:	April 6, 2009
Council Resolution # and Date:	Council Resolution No. 259 of April 6, 2009	Page:	1 of 2
		Replaces:	
Issued by:	Chris Cvik, Director of Corporate Services	Dated:	
Approved by:	Chris Cvik, Director of Corporate Services	Procedure Amendment:	

1. POLICY

- 1.01 Employees may bank and carry over a maximum of five (5) earned days off (EDO's) to be taken at a later date mutually agreeable to the employee and the Department Head.

2. PURPOSE

- 2.01 To allow employees to use a regularly scheduled EDO on an alternate day, and to limit the number of occurrences to five (5) in a calendar year.

3. SCOPE

- 3.01 Out of Scope employees and employees covered by the CUPE 160 and CUPE 882 Bargaining Agreements who work on a 5-5-4 schedule.

4. RESPONSIBILITY

- 4.01 The Department Heads, in conjunction with the Financial Services Department, are responsible for ensuring compliance with this policy.

5. DEFINITIONS

- 5.01 Earned Day Off (EDO) – One day off in each three week period as a result of the 5-5-4 work schedule.

6. REFERENCES & RELATED STATEMENTS OF POLICY & PROCEDURE

CUPE 160 Collective Bargaining Agreement
 CUPE 882 Collective Bargaining Agreement

City of Prince Albert Statement of POLICY and PROCEDURE			
Department:	Corporate Services	Policy No.	31
Section:	Human Resources	Issued:	
Subject:	Banking Earned Days Off	Policy Effective:	April 6, 2009
Council Resolution # and Date:	Council Resolution No. 259 of April 6, 2009	Page:	2 of 2
		Replaces:	
Issued by:	Chris Cvik, Director of Corporate Services	Dated:	
Approved by:	Chris Cvik, Director of Corporate Services	Procedure Amendment:	

7. PROCEDURE

- 7.01 The employee must receive written approval from their department head to bank the requested EDO.
- 7.02 The banked EDO's may be taken at a later date upon approval of the Department Head.
- 7.03 The maximum number of days that may be banked in a calendar year is five (5).
- 7.04 A maximum balance of five (5) banked EDO's may be carried over into the next calendar year upon the approval of the Department Head.
- 7.05 Requests for carry over of more than five (5) days must be approved by the City Manager and must be accompanied by a plan on how and when the employee plans to use them.



Statement of Policy and Procedure			
Department:	Corporate Services	Policy No.	
Section:	Human Resources	Issued:	
Subject:	Out of Scope Vacation Leave and Management Days Off	Effective:	
Council Resolution # and Date:		Replaces:	HR 4.01
Issued by:	Director of Corporate Services	Dated:	Jan 1, 2006
Approved by:	City Manager		

1 POLICY

- 1.01 Out of scope employees are entitled to vacation leave based on eligible years of service.
- 1.02 Out of scope employees earn twelve (12) management days off annually

2 PURPOSE

- 2.01 The purpose of this Policy is to provide direction regarding vacation entitlements and management days off (MDOs) earned by out of scope employees.
- 2.02 To promote the utilization of vacation and MDOs in a way that meets both employee and operational needs.

3 SCOPE

- 3.01 This Statement of Policy and Procedure applies to all out of scope employees.

4 RESPONSIBILITY

- 4.01 Managers are responsible to:

- (a) Approve and monitor vacation and MDOs utilization.

- (b) Ensure subordinates plan vacations and MDO utilization in a way that minimizes disruption to City operations;
- (b) Implement a vacation calendar or scheduling system to manage overlapping requests to maintain adequate staffing levels; and
- (d) Maintain accurate records and usage of vacation and MDOs.

5 DEFINITIONS

- 5.01 “Continuous Employment” means a period of twelve (12) consecutive months of employment including approved vacation time and/or approved leaves of absence(s).
- 5.02 “Vacation Year” is defined as January 1 to the following December 31.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

- 6.01 The Saskatchewan Employment Act and The Employment Standards Regulations

7 PROCEDURE

7.01 Vacation Entitlement

- (a) Out of scope employees are entitled to vacation based on their length of service with the City, as follows:
 - 3 weeks (15 days) vacation per year after one year of employment
 - 4 weeks (20 days) vacation per year in your 8th anniversary year
 - 5 weeks (25 days) vacation per year in your 15th anniversary year
 - 6 weeks (30 days) vacation per year in your 25th anniversary year
- (b) Out of scope employees are eligible for vacation leave after completing one (1) year of continuous employment, or earlier if approved by the City Manager
- (c) Earned vacation and MDOs must be used in the year earned except for the five (5) days of vacation that may be approved for carry over to the next fiscal year.
- (d) Term or casual out of scope employees will receive vacation pay in lieu of vacation credits. Vacation pay will be at the rate of 3/52 of earnings, and will be paid on each payroll.

- (e) Vacation credits will not be accrued during an approved leave of absence that exceeds thirty (30) days.

7.02 Vacation Entitlement – New Hires

- (a) New out of scope employees will be provided vacation years of service based on their years of experience that the City Manager deems appropriate to a maximum of twenty (20) years of service.
- (b) Previous experience considered shall be experience directly related to the position and/or managerial experience.

7.03 Vacation Carry Over

- (a) Out of scope employees may carryover up to five (5) vacation days per vacation year.
- (b) Carryover of vacation must be requested in writing and approved by the Department Head.
- (c) Carryover of vacation of more than five (5) days must be approved by the City Manager.

7.04 Management Days Off (MDOs)

- (a) Out of scope employees earn twelve (12) paid MDOs per year.
- (b) MDOs cannot be carried over to the next fiscal year.
- (c) MDOs cannot be paid out.

7.05 Request and Approval Process

- (a) Out of scope employees are required to submit vacation and MDO requests in advance, to their immediate supervisor.
- (b) The City reserves the right to approve, deny, cancel or restrict vacation and/or MDO requests based on operational needs.
- (c) Vacation leaves exceeding annual entitlement are generally not permitted for out of scope employees. However, such requests may be granted after considering operational needs.

- (d) Extended leaves exceeding thirty (30) consecutive days are not permitted for out of scope employees except in rare situations approved by the City Manager. Except in emergencies, a minimum ninety (90) days' notice should be provided for consideration of leaves greater than thirty (30) days.

7.06 Illness During Vacation

- (a) If an out of scope employee falls ill after starting their vacation, and they have been sick for at least four (4) days during their leave, those sick days may be deducted from their sick leave balance.
- (b) The out of scope employee is required to present a medical certificate from a qualified Medical Practitioner on their first day back to work following the illness.

7.07 Paid Holiday Occurring During Vacation

- (a) When a paid holiday falls on a normal working day during an out of scope employee's vacation, the employee shall be credited for the paid holiday and not utilize a vacation day for the paid holiday.

7.08 Leave of Absence and Vacation

- (a) An out of scope employee who is on statutory leave may defer taking vacation until their leave expires.
- (b) If an out of scope employee is on a statutory leave, earned vacation shall be utilized immediately after the statutory leave expires unless the employer and the employee agree to a later date.
- (c) Upon written request and approval of the City Manager, the out of scope employee may be paid out their vacation.

7.09 Vacation Pay on Termination

- (a) Out of scope employees who terminate their employment will receive payment for unused vacation time up to the date of termination.
- (b) If an out of scope employee terminates their employment for any reason and has utilized more vacation credits than entitled to, any excess used entitlements will be deducted from any outstanding payments owed to them by the City.

7.10 Payment in Lieu of Vacation

- (a) Payment in lieu of vacation will only be issued under the following circumstances:
- i. When an out of scope employee leaves their employment;
 - ii. When an out of scope employee, entitled to vacation, is on leave of absence or is physically incapable of taking accrued vacation within the designated timeframe, and such payment is approved by the City Manager; or
 - iii. In rare and exceptional cases where it is evident that an out of scope employee cannot schedule their accrued vacation entitlement within the authorized period, approval for payment in lieu of vacation must be obtained from the City Manager.



City of Prince Albert

RPT 24-70

TITLE: Capital Financing Request for Proposal No. 3 of 2024

DATE: **March 7, 2024**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATIONS:

1. That the Capital Financing Request for Proposal No. 3/24 be awarded to the Municipal Financing Corporation of Saskatchewan (MFC) to be payable over a period of 5 years for the creation of debt not payable within the current year in the amount of \$18,000,000 to assist with the fluctuation of the City's cash flow between the project cost payments and the receipt of funding/revenue over the next five (5) years for the Aquatic and Arenas Recreation Centre;
2. That the fixed interest rate for the loan will not exceed 5.35%;
3. That the Mayor and City Clerk be authorized to sign all agreements, contracts and documents as necessary; and,
4. That Bylaw No. 1 of 2024, a Bylaw of The City of Prince Albert to provide for the creation of debt not payable within the current year, be introduced and given two (2) readings.

TOPIC & PURPOSE:

To approve the awarding of Request for Proposal No. 3/24 for Capital Financing to Municipal Financing Corporation of Saskatchewan (MFC) for the creation of long term debt in the amount of \$18,000,000 to assist with the fluctuation of the City's cash flow between the project cost payments and the receipt of funding/revenue over the next five (5) years for the Aquatic and Arenas Recreation Centre.

That Bylaw No. 1 of 2024, a Bylaw of The City of Prince Albert to provide for the creation of debt not payable within the current year, be introduced and given two (2) readings (see [Appendix C](#)).

BACKGROUND:

City Council at its meeting of February 12, 2024, approved that Administration proceed with the borrowing of an additional \$18.0 million dollars in Year 2024 to assist with the fluctuation of the City's cash flow between the project cost payments and the receipt of funding/revenue over the next five (5) years for the Aquatic and Arenas Recreation Centre.

City Council at its meeting February 12, 2024 approved the revised Funding Model for the Aquatic and Arenas Recreation Centre Project as outlined in Report 24-2.

The motion also approved that a Bylaw to provide for the creation of debt not payable within the current year be forwarded to City Council for consideration and that Administration proceed with Public Notice for the Short Term Debt Bylaw.

PROPOSED APPROACH AND RATIONALE:

The Request for Proposal for Capital Financing closed at 2:00 pm on Tuesday, February 27, 2024. The City received proposals from the following six (6) qualified financial institutions:

- The Municipal Financing Corporation of Saskatchewan (MFC)
- Royal Bank of Canada (RBC)
- Affinity Credit Union (Affinity)
- Scotiabank
- The Toronto-Dominion Bank (TD)
- Bank of Montreal (BMO)

Please see [Appendix D](#) for a copy of Request for Proposal No. 3/24.

The City requested that the proponents provide the City with creative proposals that would offer the best value to the City. Proponents were asked to quote spot market rates as of **1:00pm, Saskatchewan Time, Friday, February 23, 2024** in order that a fair comparison could be made as spot market rates are constantly fluctuating.

The proposals submitted to the City included the following financing options:

- Traditional Term Loans
- Fixed Rate Term Loans
- Bankers' Acceptance Loan and Interest Rate Swap Facility

The following criteria was used to evaluate the proposals submitted:

	Maximum Points
Completeness of Proposal	10
Rate structure, structure flexibility, and total financing cost of debt placement, including legal fees	75
Financial strength and capacity of the banking/financial institution	10
Rating based on demonstration of positive customer service to the City of Prince Albert over the previous 5 years, this includes community participation.	5
Total Points	100

Please see [Appendix A](#) for a summary of the Evaluation Matrix.

The Municipal Financing Corporation of Saskatchewan (MFC) scored the highest as per the criteria evaluation matrix. As such, Administration is recommending that the Request for Proposal be awarded to MFC. The loan amortization period recommended is 5 years based on the Updated Funding Model approved at the February 12, 2024 City Council Meeting.

Out of the six RFP responses received, a comparison of the quoted rates indicated that MFC offered the most favorable rate.

Administration is recommending that the interest rate be fixed for 5 years.

Interest Rates

Administration is requesting Council approval to contract at a fixed rate not to exceed 5.35%. This is necessary due to the time required after Council approval for administrative and legal processing of the loan and the fluctuation of borrowing cost for the Province of Saskatchewan as it can change daily and hourly.

Administration is recommending that the Request for Proposal be awarded to MFC as it is believed they offer the most cost effective financing solution for the City's borrowing requirements.

Request for Proposals – RRP 9/23 and RFP 4/22

In 2022, City Council awarded Capital Financing Request for Proposal No. 4/22 to the Municipal Financing Corporation of Saskatchewan (MFC) for the creation of debt not payable within the current year in the amount of \$40,863,000 to fund the construction of: Aquatic and Arenas Recreation Centre, the Raw Water Pump House, the waste cell for the City's Landfill, the Marquis Road West Extension and the Waste Water Treatment Plant Upgrade. The approved debt financing amount for Request for Proposal No. 4/22 was \$16.0 million dollars for the construction of the Aquatic and Arenas Recreation Centre.

In March of 2023, City Council approved that the Capital Financing Request for Proposal No. 9/23 be awarded to the Municipal Financing Corporation of Saskatchewan (MFC) to be payable over a period of thirty-five (35) years for the creation of debt not payable within the current year in the amount of \$30,000,000 for the construction of the Aquatic and Arenas Recreation Centre. City Administration received the Debenture and the interest rate is fixed for 35 years at the rate of 4.40%.

Both the \$16.0 and \$30.0 million loans for the construction of the Aquatic and Arenas Recreation Centre are being financed with the Municipal Financing Corporation of Saskatchewan.

This report is recommending that the Municipal Financing Corporation of Saskatchewan be also awarded the Request for Proposal for Capital Financing of \$18.0 million to assist with the fluctuation of the City's cash flow between the project cost payments and the receipt of funding/revenue over the next five (5) years for the Aquatic and Arenas Recreation Centre.

With that approval, all debt financing borrowed for the Aquatic and Arenas Recreation Centre will be financed by the Municipal Financing Corporation of Saskatchewan.

Short Term Debt Bylaw No. 1 of 2024

The Short Term Debt Bylaw is to provide for the creation of debt not payable within the current year. The Bylaw is required to be updated to reflect the \$18.0 million borrowing, as provided in Section 134 of The Cities Act.

The Short Term Debt Bylaw includes that the fixed interest rate for the loan be approved up to a maximum of five point thirty-five percent (5.35%).

Please see [Appendix B](#) for a summary of the Evaluation Matrix.

CONSULTATIONS:

The City requested proposals from qualified financial institutions to provide the City with financing options to meet the borrowing needs discussed in this report. The RFP was sent to qualified financial institutions identified by the City and was also posted on Sasktenders and the City's Vendor Panel software. The City also had discussions with an accounting firm experienced with debt offerings to get advice on financing options available that could be considered.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once City Council awards the Request for Proposal, Administration will communicate the decision to all of the proponents that provided a proposal. In addition, once City Council approves the related Short Term Debt Bylaw, it will be posted to the City's website.

FINANCIAL IMPLICATIONS:

The City has an authorized debt limit of \$120,000,000 approved by the Saskatchewan Municipal Board.

The City's debt at December 31, 2023 is estimated to be \$85.6 million, **unaudited**:

Outstanding Debt ending December 31, 2023

Project Name	Outstanding Debt Amount	Debt Due (Year)
Transit Buses	\$1,111,000	2027
Irrigation at Cooke Municipal Golf Course	\$1,837,000	2042
West Hill Development	\$983,000	2027
Aquatic and Arenas Recreation Centre (\$16M)	\$15,757,649	2057
Aquatic and Arenas Recreation Centre (\$30M)	\$30,000,000	2058
New Raw Water Pump House	\$12,609,074	2057
Marquis Road West Extension - Roadway Construction	\$3,312,126	2047
Landfill Expansion	\$5,715,193	2032
Waste Water Treatment Plant Upgrade - Detailed Design	\$2,363,647	2057
Water Reservoir on River Street	\$5,822,000	2042
Upgrades to Water Reservoirs on 2nd Avenue West and Marquis Road	\$5,448,000	2042
Upgrades at the Water Treatment Plant	\$691,020	2024
Unaudited Outstanding Debt ending Dec 31, 2022	\$85,649,709	

The City's line of credit of \$12,000,000 is also factored into the debt limit, whether drawn on or not, which would bring total potential debt to \$97,649,709.

The accessible debt limit available after consideration of the existing long term debt and line of credit is estimated to be \$22.4 million.

Debt Limit	\$	120.0	M
Line of Credit	\$	(12.0)	M
Loan Balance December 31, 2023	\$	(85.6)	M
Accessible Funds	\$	<u>22.4</u>	M

Recreation Centre Reserve

During 2024 Budget Deliberations, Council approved the Recreation Centre Reserve for the funding of the Prince Albert Recreation Centre Project.

Council also approved that the following recommendations:

“That the Recreation Centre Reserve be credited with the following:

- a. Annual revenue collected from the Civic Facilities Levy;*
- b. Building Permit revenue generated annually from The Yard District;*
- c. Applicable Taxation revenue generated annually from The Yard District;*
- d. Development Levy revenue generated annually from The Yard District;
and*
- e. All Fundraising revenue collected for the Prince Albert Recreation Centre Project.*

That the Recreation Centre Reserve fund the annual debt financing payments for the borrowing related to the Aquatic and Arenas Recreation Centre.”

If the City proceeds with additional borrowing of \$18.0 million in Year 2024 to assist with the fluctuation of the City's cash flow between the project cost payments and the receipt of funding/revenue over the next five (5) years for the Aquatic and Arenas Recreation Centre, **the fundraising and taxation generated from the Yard District will fund the annual loan payments as provided in the updated Funding Model.**

Other funds that will provide additional funding includes:

- Additional building permit revenue;
- Development levy revenue based on development;
- Revenue from the Canada Community Building Program (former gas tax funding); and
- Taxation from the Yard District.

The prime rate in Canada as of March 7, 2024, is currently 7.2%. The prime rate, also known as the prime lending rate, is the annual interest rate Canada's major banks and financial institutions use to set interest rates for variable loans and lines of credit, including variable-rate mortgages.

Administration believes that a fixed rate for 5 years is still prudent for the following reasons:

- Discussions with industry experts indicated that a forecasted decrease in prime rates is factored into the long term rates offered by the proponents.
- Fixing the rate for the 5 year amortization period assists greatly in the development of Updated Funding Models for the Aquatic and Arenas Recreational Centre, annual operating and capital budgeting, as well as cash flow forecasting which assists in managing risk exposure.

Interest rates are not possible to predict as they are influenced by many factors. Administration is recommending that the City lock in a fixed rate for the 5 year term of the loan.

As interest rates fluctuate, this chart illustrates the impact of interest rates for the borrowing of \$18.0 million:

Capital Financing of \$18.0 million	Annual Interest & Principal Payment
Interest Rates - Range	
5 years - Interest Rate 4.30%	\$4,077,425
5 years - Interest Rate 5.00%	\$4,157,546

The borrowing of an additional \$18.0 million is available within the City's current Debt Limit as shown above.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no privacy, policy or official community plan implications at this time.

STRATEGIC PLAN:

This recommendation aligns with the strategic goals of:

- Economic Diversity and Stability by developing new amenities and infrastructure; and
- Population Growth as the development of the Aquatic and Arenas Recreation Centre will promote Prince Albert's amenities and attract new residents as well as visitors and events to the City of Prince Albert.

The approval of the financing from MFC and the approval of the Short Term Debt Bylaw is required to assist with the fluctuation of the City's cash flow between the project cost payments and the receipt of funding/revenue over the next five (5) years for the Aquatic and Arenas Recreation Centre.

OPTIONS TO RECOMMENDATION:

A potential alternative is borrowing funds with a CORRA loan combined with an interest rate swap to provide rates. That is not being recommended as based on the submitted proposals for the RFP, the fixed interest rate provided by Municipal Financing Corporation of Saskatchewan is the most favourable to the City. A fixed rate assists with forecasting and budgeting of the annual loan payments for the Aquatic and Arenas Recreation Centre Funding Model.

PUBLIC NOTICE:

Public Notice is required for consideration of this matter, pursuant to Section 4(c) of Public Notice Bylaw No. 24 of 2015. The following notice was given:

- Notice posted on the City Website: Posted March 9, 2024
- Notice posted on the bulletin board at City Hall: March 9, 2024
- Notice published in the Prince Albert Daily Herald: Published March 9, 2024

Appendix B is a copy of the public notification that was published in the Prince Albert Herald on March 9, 2024.

ATTACHMENTS:

1. Appendix A – RFP Evaluation Matrix
2. Appendix B – Public Notice
3. Appendix C – Bylaw No. 1 of 2024
4. Appendix D – Request for Proposal No. 3 of 2024 – Capital Financing.

Written by: Melodie Boulet, Finance Manager

Approved by: Senior Accounting Manager, Director of Financial Services and City Manager

Request for Proposal No. 3 of 2024 - Capital Financing - Borrowing of \$18.0

APPENDIX A

	Maximum Points	Municipal Financing Corporation	Affinity Credit Union	BMO	RBC	Scotiabank	TD Commercial Banking
Completeness of Proposal	10	7	10	7	10	10	10
Rate structure, structure flexibility, and total financing cost of debt placement, including legal fees	75	74	68	61	65	65	70
Financial strength and capacity of the banking/financial institution	10	10	8	8	10	10	8
Rating based on demonstration of positive customer service to the City of Prince Albert over the previous 5 years, this includes community participation.	5	3	5	4	5	4	3
Total Points	100	94	91	80	90	89	91



City of
Prince Albert

Public Notice

Short Term Debt Bylaw No. 1 of 2024

The City of Prince Albert hereby gives notice, pursuant to Section 4(c) of The City of Prince Albert Public Notice Bylaw No. 24 of 2015, of its intention to pass a Short-Term Debt Bylaw.

Reason for Notice: City Council will consider passing Short-Term Debt Bylaw No. 1 of 2024 for a total amount of Eighteen Million Dollars (\$18.0 Million), to assist with the fluctuation of the City's cash flow between the project cost payments and the receipt of funding/revenue over the next five (5) years for the Aquatic and Arenas Recreation Centre.

Particulars of the bylaw will be considered at the following City Council meeting:

Monday, March 25, 2024 at 5:00 p.m.

**Council Chamber, City Hall, 1084 Central Avenue,
Prince Albert SK**

If any person wishes to appear before City Council regarding this matter, please provide your submission to the City Clerk by 4:45 p.m. on Tuesday, March 19, 2024. Please visit www.citypa.ca or call the City Clerk's Office at 306-953-4305 for further information on the requirements to appear.

For further information regarding the proposed bylaw please contact the Financial Services Department at 306-953-4303.

Issued at the City of Prince Albert this 9th day of March, 2024.
Terri Mercier, City Clerk

*Daily Herald
March 9, 2024*

CITY OF PRINCE ALBERT BYLAW NO. 1 OF 2024

A Bylaw of The City of Prince Albert to provide for the creation of debt not payable within the current year.

WHEREAS the Council of The City of Prince Albert deems it desirable and necessary to create debt not payable within the current year, in the amount of Eighteen Million dollars (\$18,000,000), to assist with the fluctuation of the City's cash flow between the project cost payments and the receipt of funding/revenue over the next five (5) years for the Aquatic and Arenas Recreation Centre.

AND WEREAS the amount of existing unaudited long term debt of The City of Prince Albert as at December 31, 2023 is the sum of Eighty-Five Million, Six Hundred and Forty-Nine Thousand, Seven Hundred and Nine dollars (\$85,649,709), no part of which is in arrears;

AND WHEREAS The City of Prince Albert has an approved debt limit of One Hundred and Twenty Million dollars (\$120,000,000).

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

1. This Bylaw may be cited as "Short Term Debt Bylaw No. 1 of 2024".
2. That pursuant to Section 134 of The Cities Act, a debt not payable within the current year shall be created in the amount of Eighteen Million dollars (\$18,000,000).

3. That the amount of said debt shall be payable as follows:
 - a. Eighteen Million dollars (\$18,000,000) to assist with the fluctuation of the City's cash flow between the project cost payments and the receipt of funding/revenue over the next five (5) years to be payable in annual or semi-annual payments of principal and interest over a period of five (5) years from the General Fund.
4. That the funds are authorized to be borrowed from the Municipal Financing Corporation of Saskatchewan via a loan document.
5. That the fixed interest rate for the loan will not exceed 5.35%.
6. That Mayor and City Clerk be authorized to sign all agreements, contracts and documents necessary to carry out the transaction.
7. 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 , AD 2024.

READ A SECOND TIME THIS DAY OF , AD 2024.

READ A THIRD TIME AND PASSED THIS DAY OF , AD 2024.

MAYOR

CITY CLERK



City of Prince Albert

Request for Proposal #3/24

Capital Financing

1 Objective(s)

The City of Prince Albert is requesting Proposals from qualified financial institutions to provide the City with financing options to meet our borrowing requirement as indicated in this Request for Proposal (RFP).

2 Instructions to Bidders

Proposals must be received by **2:00pm, Saskatchewan Time, Tuesday, February 27, 2024.**

Your Proposal must be submitted in two (2) clearly marked files with Company Name and RFP number indicated in the title.

File “A” will contain your Cover Letter, Company Profile, Project Team, Company Experience, Proposed Scope of Work | Project Approach, and References.

File “B” will contain pricing being offered and all financial considerations.

The two (2) files must be submitted through the VendorPanel software or by email.

File “A” will be opened by the Purchasing Department and a *List of Proposers* recorded.

File “B” with File “A” will be forwarded to the selection committee for evaluation.

3 Inquiries

Inquiries, interpretations, and questions regarding this RFP are to be directed through the VendorPanel software.

They can also be emailed to purchasing@citypa.com or to Briane Folmer, Senior Accounting Manager, at bfolmer@citypa.com.

4 RFP Process

Request for Proposals received by the Purchasing Department **after 2:00pm, Saskatchewan Time, Tuesday, February 27, 2024** will not be considered.

Upon closing, the City of Prince Albert will review all proposals for completeness and compliance to the requirements of this RFP.

5 Schedule

Below is an outline of Request for Proposal (RFP) milestones:

RFP Release Date: Tuesday, January 30, 2024.

RFP Closing Date: Tuesday, February 27, 2024.

Approval by City Council: Monday, March 25, 2024.

Intention to Award Proposal: Tuesday, March 26, 2024.

6 Background

The City's annual budgeted operating revenue for 2024 is approximately \$108 million.

The City had debt outstanding at December 31st, 2022 of \$58.4 million as per the audited financial statements. (*The audited financial statements for the City of Prince Albert are available on the City's website at <http://citypa.ca>.*)

In Year 2023, City Council approved additional borrowing for the Aquatic and Arenas Recreation Centre in the amount of \$30.0 million.

The City's debt at December 31, 2023 is estimated to be \$85.6 million, **unaudited**:

Outstanding Debt ending December 31, 2023

Project Name	Outstanding Debt Amount	Debt Due (Year)
Transit Buses	\$1,111,000	2027
Irrigation at Cooke Municipal Golf Course	\$1,837,000	2042
West Hill Development	\$983,000	2027
Aquatic and Arenas Recreation Centre (\$16M)	\$15,757,649	2057
Aquatic and Arenas Recreation Centre (\$30M)	\$30,000,000	2058
New Raw Water Pump House	\$12,609,074	2057
Marquis Road West Extension - Roadway Construction	\$3,312,126	2047
Landfill Expansion	\$5,715,193	2032
Waste Water Treatment Plant Upgrade - Detailed Design	\$2,363,647	2057
Water Reservoir on River Street	\$5,822,000	2042
Upgrades to Water Reservoirs on 2nd Avenue West and Marquis Road	\$5,448,000	2042
Upgrades at the Water Treatment Plant	\$691,020	2024
Unaudited Outstanding Debt ending Dec 31, 2022	\$85,649,709	

Secured Debt

The City's Royal Bank of Canada (RBC) Loans outstanding at December 31, 2023 total \$15.2 million and are secured by all taxes levied by the City. The RBC loans are subordinated to the extent of debt owing on the City's line of credit with Affinity Credit Union. The City's general bank account is covered by a \$12.0 million revolving line of credit that is secured by all taxes levied by the City to the extent of indebtedness. The balance at December 31, 2022 and December 31, 2023 is nil.

City's Debt Limit

The Province of Saskatchewan, through the Saskatchewan Municipal Board, has authorized a debt limit of **\$120,000,000 for the City.**

Capital Financing Request

The City intends to borrow an additional **\$18,000,000** to assist with the fluctuation of the City's cash flow between the project cost payments and the receipt of funding/revenue over the next five (5) years for the Aquatic and Arenas Recreation Centre.

Further details for the project are identified below.

Aquatic and Arenas Recreation Centre

The City of Prince Albert has been approved through the Canada Infrastructure Program to construct a new City of Prince Albert Aquatic and Arenas Recreation Centre. The facility is a 150,000 ft² Aquatic Centre with twin pad hockey rinks.

A new aquatic facility will provide recreational opportunities such as:

- Swimming lessons - basic and advanced for all ages
- Fitness activities - lane swimming, aquasize, etc.
- Competitive swimming - swim and triathlon clubs
- Aqua therapy and wellness
- Lifeguard training
- Public Swimming Sessions
- Special Event Rentals - children's parties, staff parties, etc.
- Event hosting

In June 2022, City Council awarded the Contract of Construction for the Aquatic and Arenas Recreation Centre to Graham Construction LP in the amount of \$104,811,000 plus applicable Goods and Services Tax and Provincial Sales Tax.

7 Requirements | Scope of Work

7.1 Project Goal

The request is **\$18,000,000** for this project. The City would like to consider financing options for debt repayable over five (5) years.

The City has made every effort to include enough information within this RFP for a banking or financial institution to prepare a responsive Proposal. The City encourages Bidders to submit a Proposal that is comprehensive, clear and concise.

A cover letter must be included, dated and signed by an official authorized to negotiate and make commitments and provide any clarifications with respect to the Proposal on behalf of the Bidder. The cover letter should include an understanding of the RFP, and any indication of deviations or exceptions to the information outlined in this RFP document, including *Schedule* milestones.

Presentation of Financing Options

The City would like to consider, but is not limited to, the following financing options. The financing will be secured by the full faith and credit of the City.

The City is interested in a financing option with a **fixed interest rate** over the term of the financing with the full financing amount to be provided up front.

Fixed Rate Term Loan Rate (Cost of Funds Term)	Amortization	All-In-Rate
5 years	5 years	x.xx%

As mentioned, the City is looking for creative proposals that will provide the best value to the City. Please feel free to present additional financing options that may provide value to the City.

Please provide the following details in the Proposal:

1. Effective annual interest rate and specified compounding factor for each financing option. Bidders should confirm what period the rate is fixed for;
2. Indicate the type of financing (i.e. interest rate swap, fixed rate loan, etc.);
3. Indicate whether the all-in rates quoted are based on monthly, quarterly, or annual blended payments of principal and interest;
4. Please provide details of any Terms and Conditions that your financial institution would require on early redemption, prepayment terms and/or penalties;
5. An indication as to whether the financing will be required to be secured.
6. The City requires that all transaction charges (legal or otherwise) are included in the fixed interest charge over the amortization period;
7. The City requests, where possible, that quarterly/annual repayments of principal and interest follow the fiscal period. If this can be accommodated please factor into the financing options provided and clearly identify this; and

8. The City requires that the Bidder indicate for each financing option the length of time that the proposed interest rate is valid.
9. Proposals for the existing debt would be considered with options clearly identifying the differentiation for both new and existing debt.
10. Any other Terms and/or Conditions.

If Bidders include interest rate swap arrangements in their response, they are still encouraged (but not required) to include proposals for fixed term loans. Proposals for interest rate swap arrangements must clearly and separately indicate the swap rate and credit spread / stamping fee built into the all-in rate for each of the indicated term options. Given that interest rates will fluctuate as time goes on and in order to form a fair basis of comparison, the City is requesting that all rates be quoted as of **1:00pm, Saskatchewan Time, Friday, February 23, 2024.**

7.2 Experience

- It is important that the successful Bidder has established experience and the staff available to carry out the requirements of the RFP within the given timeframe. The successful Bidder must be able to demonstrate their ability to provide deliverable requirements.

8 Proposal Response Guidelines

To ensure your Proposal is considered for evaluation you are required to submit via VendorPanel or by email to purchasing@citypa.com two (2) files as outlined in *Instructions to Bidders* and below.

8.1 File “A”

Cover Letter

A cover letter, dated and signed by an official authorized to negotiate and make commitments and provide any clarifications with respect to the Proposal on behalf of the Bidder. The cover letter should include an understanding of the RFP, and any indication of deviations or exceptions to the information outlined in this RFP document, including *Schedule* milestones.

8.2 File “B”

Pricing

File “B” will contain pricing being offered and all financial considerations.

9 Evaluation

It is the intent of the City to select the most qualified proposer to provide the best value to the City. Best value is based not only on cost, but also includes the ability to provide quality services and support.

After the closing date, City Administration will begin evaluation of all proposals submitted. The selected Bidder may be requested to conduct an oral presentation of their proposal. These Bidders may be notified to arrange an oral review meeting.

There is no obligation for the City to reimburse respondents for any expenses incurred in preparing the proposal/oral presentations in response to this request.

During the evaluation process the City reserves the right, where it may serve the City's interest, to request additional information or clarification from the respondents, or to permit corrections, errors or omissions, regarding the submitted proposals.

The City will accept the proposal, which it, in its sole discretion, determines to be most favorable to the interests of the City.

The RFP Evaluation Committee will evaluate each proposal for completeness based on the following criteria:

	Maximum Points
Completeness of Proposal	10
Rate structure, structure flexibility, and total financing cost of debt placement, including legal fees	75
Financial strength and capacity of the banking/financial institution	10
Rating based on demonstration of positive customer service to the City of Prince Albert over the previous 5 years, this includes community participation.	5
Total Points	100

10 Terms and Conditions

1. The Request for Proposal (RFP) provides for the **Receipt of Proposals for: Capital Financing No. 3/24** standard features included in the pricing. Separate pricing for all optional features listed must be provided in accordance with the Terms and Conditions of this Request for Proposal.
2. Financial considerations, including fees and pricing, must be submitted in File “B”. However, in extenuating circumstances Proposals will be received via email submission. Only the Purchasing Manager or their Appointee may approve and accept the email submission. All unit prices must be clearly indicated.

The Proposal must not be restricted by any statement added or by a covering letter. Adjustments to a Proposal already submitted will not be considered.

3. Prices quoted are to be net prices and are to remain firm during the effective dates of this Request for Proposal. All pricing provided to be quoted in **Canadian Funds** inclusive of all applicable taxes, duties and fees at the time of closing, where applicable and shall be F.O.B. any point in the City of Prince Albert.
4. The City of Prince Albert reserves the right to accept all or part of this Proposal.
5. The City of Prince Albert reserves the right to cancel any order or Proposal if the goods or services are unsatisfactory.
6. The obligations and rights of the Bidder shall be those expressed herein. No terms, either implied or verbally expressed shall affect, restrict, or in any way vary the written Terms and Conditions of this RFP. Not to limit the generality of the foregoing, no terms may be implied by virtue of custom or usage.
7. 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.
8. Any Bidders not responding to this RFP may be removed from the Bidder’s list only for the specific product/service covered in this RFP.

9. With respect to Tendering or Bids, 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, Bids 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.
10. 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 *Request for Proposal* 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”

11. The Proposal shall be open and irrevocable for forty-five (45) calendar days from the Proposal closing time and date.
12. The City of Prince Albert reserves the right to delete any portion of the work from the Agreement should it be deemed in the interest of the City to do so.
13. Any Proposal is not necessarily accepted.
14. The City reserves the right to give preference to the Bidder whose Proposal includes any material, specifications, or methods of execution that are deemed by the City of Prince Albert to be superior to those of any other Bidder.
15. City determination of the successful Proposal shall be final.
16. The conditions outlined herein shall be part of the RFP.

17. The City of Prince Albert publishes Proposal opportunities on Sasktenders. Once awarded after the closing time and date the published opportunity will be updated.
 18. Should a dispute arise from the Terms and Conditions of this RFP regarding meaning, intent or ambiguity, the decision of the City of Prince Albert shall be final.
-