



## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL REGULAR MEETING**

# **AGENDA**

**MONDAY, APRIL 24, 2023, 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 27, 2023 City Council Meeting Minutes for Approval (MIN 23-29)

6.2 March 29, 2023 City Council Special Meeting Minutes for Approval (MIN 23-30)

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

7.1 2017-18 Humboldt Broncos Day - April 6, 2023

7.2 Green Shirt Day - April 7, 2023

7.3 Human Values Day - April 24, 2023

7.4 World Press Freedom Day - May 3, 2023

7.5 Moose Hide Campaign Day - May 11, 2023

- 7.6 Fibromyalgia Awareness Day - May 12, 2023
- 7.7 Pitch In Week - May 8 - 13, 2023
- 7.8 GBS/CIDP Awareness Month - May 2023
- 7.9 Melanoma and Skin Cancer Awareness Month - May 2023
- 7.10 Jewish Heritage Month - May 2023

## **8. PUBLIC HEARINGS**

## **9. DELEGATIONS**

## **10. COMMUNICATIONS**

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

- 11.1 Development Permit Application - Drinking Establishment, Licensed Restaurant, Liquor Store - 3580 2nd Avenue West (RPT 23-158)
- 11.2 Ice Resurfacing Machines Tender 18/23 (RPT 23-126)
- 11.3 Water Main Re-Lining Tender (RPT 23-166)
- 11.4 2023 - Capital Paving and Utility Infrastructure Replacement Program (RPT 23-168)
- 11.5 City Bike Auction and Ukrainian Newcomers (RPT 23-150)
- 11.6 Carlton Park Community Club Pave the Way Fundraiser Update (RPT 23-148)
- 11.7 Multi-Media Technical Services Agreement (RPT 23-149)
- 11.8 Livebarn Agreement – City Arenas (RPT 23-152)
- 11.9 Prince Albert Pulp Sponsorship Agreements (RPT 23-153)
- 11.10 Cooke Municipal Golf Course Improvements (RPT 23-157)
- 11.11 Prince Albert Golf and Curling Centre - Donation Receipt Approval for "Rock the House" Donation Campaign (RPT 23-147)
- 11.12 Property Maintenance Bylaw Amendment - Bylaw No. 13 of 2023 (RPT 23-143)
- 11.13 Residential Concept Plan - 2101 5th Avenue West (RPT 23-151)
- 11.14 First Time Home Buyer Program - Tracey Warden (RPT 23-160)

11.15 Signature Development Phase 4 Subdivision (RPT 23-161)

11.16 Appointment to Board of Police Commissioners (RPT 23-167)

**12. UNFINISHED BUSINESS**

**13. MAYOR & COUNCILLORS FORUM**

**14. INQUIRIES**

**15. INQUIRIES RESPONSES**

**16. NOTICE OF MOTION**

**17. MOTIONS**

17.1 Motion - Councillor Ogrodnick - Listing of Grants in 2022 (MOT 23-2)

**18. PUBLIC FORUM**

**19. ADJOURNMENT**



City of  
**Prince Albert**

*MIN 23-29*

**MOTION:**

That the Minutes for the City Council Regular Meeting held March 27, 2023, be taken as read and adopted.

**ATTACHMENTS:**

1. Minutes



## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL REGULAR MEETING**

# **MINUTES**

**MONDAY, MARCH 27, 2023, 5:00 P.M.  
COUNCIL CHAMBER, CITY HALL**

**PRESENT:**

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

Terri Mercier, City Clerk  
Sherry Person, City Manager  
Kris Olsen, Fire Chief  
Wes Hicks, Director of Public Works  
Mitchell J. Holash, K.C., City Solicitor  
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. PRAYER**

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

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

0080. **Moved by:** Councillor Lennox-Zepp  
**Seconded by:** Councillor Head

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 2023 Property Tax Tools Handout dated March 27, 2023, be added for consideration with Item No. 9.1; and,
2. That RPT 23-127 – Wastewater Treatment Plant Sludge Management Building Air Handling Unit be added as Item No. 11.19.

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

**CARRIED UNANIMOUSLY**

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

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

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

0081. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Head

That the Minutes of the Council Regular Meeting held March 6, 2023, be taken as read and adopted.

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

**CARRIED UNANIMOUSLY**

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

7.1 World Tuberculosis (TB) Day – March 24, 2023

## 8. PUBLIC HEARINGS

- 8.1 Bylaw No. 10 of 2023 – Rezoning Portion of Parcel AA from the FUD Zoning District to the I1 Zoning District (RPT 23-119)

Mayor Dionne declared the Hearing open.

Craig Guidinger, Director of Planning and Development Services presented the matter of the Zoning Bylaw Amendment on behalf of Administration.

Mayor Dionne declared the Hearing closed.

0082. **Moved by:** Councillor Head  
**Seconded by:** Councillor Kilmer

That Bylaw No. 10 of 2023 be given second and third readings.

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

**CARRIED UNANIMOUSLY**

0083. **Moved by:** Councillor Head  
**Seconded by:** Councillor Kilmer

That Bylaw No. 10 of 2023 be read a second time.

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

**CARRIED UNANIMOUSLY**

0084. **Moved by:** Councillor Head  
**Seconded by:** Councillor Kilmer

That Bylaw No. 10 of 2023 be read a third time and passed, and that Bylaw No. 10 of 2023 be now adopted, sealed and signed by the Mayor and City Clerk.

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

**CARRIED UNANIMOUSLY**

8.2 Bylaw No. 11 of 2023 – Rezoning 800 28<sup>th</sup> Street West from the FUD Zoning District to the R4 Zoning District (RPT 23-120)

Mayor Dionne declared the Hearing open.

Craig Guidinger, Director of Planning and Development Services presented the matter of the Zoning Bylaw Amendment on behalf of Administration.

Mayor Dionne declared the Hearing closed.

0085. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Ogrodnick

That Bylaw No. 11 of 2023 be given second and third readings.

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

**CARRIED UNANIMOUSLY**

0086. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Ogrodnick

That Bylaw No. 11 of 2023 be read a second time.

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

**CARRIED UNANIMOUSLY**

0087. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Ogrodnick

That Bylaw No. 11 of 2023 be read a third time and passed, and that Bylaw No. 11 of 2023 be now adopted, sealed and signed by the Mayor and City Clerk.

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

**CARRIED UNANIMOUSLY**

## 9. DELEGATIONS

### 9.1 2023 Property Tax Bylaws (RPT 23-114)

#### 9.1.1 Letters of Concern – 2023 Property Tax Bylaws (CORR 23-20)

1. Brian Howell, River Bank Development Corporation; and,
2. Cameron Choquette, Chief Executive Officer, Saskatchewan Landlords Association.

Verbal Presentations were provided by Brian Howell, River Bank Development Corporation and Cameron Choquette, Chief Executive Officer, Saskatchewan Landlords Association.

0088. **Moved by:** Councillor Head  
**Seconded by:** Councillor Edwards

1. That the following Bylaws be given first and second readings:
  - a. Bylaw No. 5 of 2023;
  - b. Bylaw No. 6 of 2023;
  - c. Bylaw No. 7 of 2023;
  - d. Bylaw No. 8 of 2023; and,
  - e. Bylaw No. 9 of 2023;
2. That Administration bring forward an Incentive Program for purchasers of vacant residential lots to assist in the development and building of a house on the lot; and,
3. That Administration consult with the Prince Albert Downtown Business Improvement District to advise and request feedback for future budget requirements.

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

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (6 to 2)**

0089. **Moved by:** Councillor Head  
**Seconded by:** Councillor Edwards

That Bylaw No. 5 of 2023 be introduced and read a first time.

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

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (6 to 2)**

0090. **Moved by:** Councillor Head  
**Seconded by:** Councillor Edwards

That Bylaw No. 5 of 2023 be read a second time.

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

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (6 to 2)**

0091. **Moved by:** Councillor Head  
**Seconded by:** Councillor Edwards

That Bylaw No. 6 of 2023 be introduced and read a first time.

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

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (6 to 2)**

0092. **Moved by:** Councillor Head  
**Seconded by:** Councillor Edwards

That Bylaw No. 6 of 2023 be read a second time.

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

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (6 to 2)**

0093. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Head

That Bylaw No. 7 of 2023 be introduced and read a first time.

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

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (6 to 2)**

0094. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Head

That Bylaw No. 7 of 2023 be read a second time.

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

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (6 to 2)**

0095. **Moved by:** Councillor Head  
**Seconded by:** Councillor Ogrodnick

That Bylaw No. 8 of 2023 be introduced and read a first time.

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

Against: Councillor Lennox-Zepp

**CARRIED (7 to 1)**

0096. **Moved by:** Councillor Head  
**Seconded by:** Councillor Ogrodnick

That Bylaw No. 8 of 2023 be read a second time.

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

Against: Councillor Lennox-Zepp

**CARRIED (7 to 1)**

0097. **Moved by:** Councillor Ogrodnick  
**Seconded by:** Councillor Kilmer

That Bylaw No. 9 of 2023 be introduced and read a first time.

In Favour: Councillors: Kilmer, Miller, Ogrodnick and Mayor Dionne

Against: Councillors: Cody, Edwards, Head and Lennox-Zepp

**MOTION DEFEATED (4 to 4)**

## **10. COMMUNICATIONS**

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

11.1 Capital Financing Request for Proposal No. 9/23 (RPT 23-108)

0098. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Cody

1. That the Capital Financing Request for Proposal No. 9 of 2023 be awarded to the Municipal Financing Corporation of Saskatchewan 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;
2. That the fixed interest rate for the loan be approved up to a maximum of five point thirty-five percent (5.35%);
3. That the Mayor and City Clerk be authorized to execute any Agreements, Contracts and documents on behalf of The City, if required; and,
4. That Bylaw No. 4 of 2023 be introduced and given three (3) readings.

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

Against: Councillors: Head and Lennox-Zepp

**CARRIED (6 to 2)**

0099. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Cody

That Bylaw No. 4 of 2023 be introduced and read a first time.

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

Against: Councillors: Head, Lennox-Zepp and Miller

**CARRIED (5 to 3)**

0100. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Cody

That Bylaw No. 4 of 2023 be read a second time.

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

Against: Councillors: Head, Lennox-Zepp and Miller

**CARRIED (5 to 3)**

0101. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Cody

That leave be granted to read Bylaw No. 4 of 2023 a third time.

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

Against: Councillor Miller

**MOTION DEFEATED (1 to 7)**

Councillor Cody rose on a Point of Information asking when the City will confirm the interest rate at 4.35% versus 5.3% as the City cannot afford to put an additional 1.5% on this loan.

Councillor Lennox-Zepp rose on a Point of Order indicating that the comments of the Councillor is Out of Order as it is disrespectful and the Procedure Bylaw states that we must all be respectful of one another.

Councillor Edwards rose on a Point of Information indicating that the motion relating to granting leave would allow the City to move forward and get a lower interest rate, but now the City could lose that amount of money because of the defeated motion.

Mayor Dionne advised that a Special City Council meeting will take place on Wednesday, March 29, 2023 to consider third reading of the Bylaw.

11.2 Building Safer Communities Funding (RPT 23-129)

0102. **Moved by:** Councillor Lennox-Zepp  
**Seconded by:** Councillor Miller

That RPT 23-129 be referred back to Administration for further review and report.

**MOTION WITHDRAWN**

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

- 1. That Administration be authorized to proceed with the proposal for funding through the Building Safer Communities Fund in the amount of \$1,138,482.46, over four (4) fiscal years; and,
- 2. That the Mayor and City Clerk be authorized to execute any necessary documents on behalf of The City, if required.

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

Against: Councillor Lennox-Zepp

**CARRIED (7 to 1)**

11.3 Year 2022 – Snow Management Special Tax – Bylaw No. 8 of 2022 (RPT 23-111)

0104. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Head

That the Snow Management unaudited overage costs of \$878,747, be funded from the Fiscal Stabilization Fund for Year 2022.

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

Against: Councillor Lennox-Zepp

**CARRIED (7 to 1)**

11.4 Year 2022 – Roadways Special Tax – Bylaw No. 9 of 2022 (RPT 23-112)

0105. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Ogrodnick

That the surplus revenue generated from the 2022 Roadways Special Tax and the unspent funds from the Roadways Recapping Program for year ending 2021 in the total amount of \$349,769.04, be allocated as follows:

- 1. The amount of \$274,751.80 be allocated to fund the additional costs spent in 2022 for the Concrete Sidewalk, Curb and Median Rehabilitation Program; and,
- 2. The amount of \$75,017.24 be credited to the Capital Works Committed Reserve to fund additional Roadway and Concrete Sidewalk work in 2023.

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

Against: Mayor Dionne

**CARRIED (7 to 1)**

11.5 Year 2022 – Business Improvement District (BID) Levy – Bylaw No. 11 of 2022 (RPT 23-113)

0106. **Moved by:** Councillor Lennox-Zepp  
**Seconded by:** Councillor Kilmer

That the surplus revenue in the amount of \$27,607 in Year 2022, generated from the Business Improvement District Levy, be credited to the Prince Albert Downtown Business Improvement District Operating Reserve.

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

**CARRIED UNANIMOUSLY**

11.6 Development Permit Application – Multi-Unit High Rise Dwellings – 800 28<sup>th</sup> Street West (RPT 23-122)

0107. **Moved by:** Councillor Ogrodnick  
**Seconded by:** Councillor Edwards

That the Discretionary Use Development Permit Application for three (3) Multi-Unit High Rise Dwellings to be located at 800 – 28<sup>th</sup> Street West, legally described as Parcel H, Plan No. 102132199, be approved, subject to the following conditions:

- 1. The Applicant providing a final Grading and Drainage Plan, to be approved by the Public Works Department;
- 2. The Applicant providing a final Landscape Plan, to be approved by the Community Services Department;
- 3. The Applicant applying for and receiving any necessary Building Permits and any/all necessary Municipal Fire and Building Safety Inspections; and,
- 4. The development complying with the requirements of the City’s Zoning Bylaw No. 1 of 2019, as amended.

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

**CARRIED UNANIMOUSLY**

11.7 Airport – iFIDS Services Agreement (RPT 23-85)

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

- 1. That the Service Agreement between The City and iFIDS.com Inc. in the amount of \$3,163.08, plus applicable taxes per year for a five (5) year term, be approved; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

11.8 River Street West Reservoir Refurbishment (RPT 23-118)

Councillor Miller assumed the Chair.

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

- 1. That the River Street West Reservoir Refurbishment Tender be awarded to Erickson Contracting & Management Ltd. for a cost of \$624,930, including Provincial Sales Tax;
- 2. That the City Manager be authorized to approve additional expenditures if required for the River Street West Reservoir Refurbishment Tender subject to a maximum the overall approved Utility Budget in the amount of \$800,000;
- 3. That the River Street West Reservoir Refurbishment project be approved for a total cost of \$721,020, including Provincial Sales Tax;
- 4. That the Mayor and City Clerk be authorized to execute the Agreement and any other necessary documents on behalf of The City, once prepared.

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

Absent: Mayor Dionne

**CARRIED UNANIMOUSLY**

Mayor Dionne resumed the Chair.

11.9 Metal Disposal Services (RPT 23-121)

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

- 1. That Tender No. 11 of 2023 for Metal Disposal Services be awarded to B.N. Steel & Metal (2002) Inc. for a three (3) year term from April 1, 2023 to March 31, 2026 with an option for a two (2) year extension; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

11.10 2023 Community Grant Program Recipients (RPT 23-103)

0111. **Moved by:** Councillor Ogrodnick  
**Seconded by:** Councillor Miller

- 1. That the 2023 Community Grant Program Recipients, as attached to RPT 23-81, be approved;
- 2. That the authority to proceed with projects be granted to the successful applicants upon receipt of final approval from Saskatchewan Lotteries Trust Fund for Sport, Culture and Recreation; and,
- 3. That the Mayor and City Clerk be authorized to execute the 2023 Grant Agreements on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

11.11 Kinsmen Ski and Snowboard Center Operator Agreement (RPT 23-101)

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

- 1. That the Kinsmen Ski and Snowboard Center Agreement between The City and 101290873 Saskatchewan Ltd., be approved for a five (5) year term from October 30, 2023 to May 31, 2028; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

11.12 Little Red River Bike Skills Park Operating Agreement Extension (RPT 23-104)

0113. **Moved by:** Councillor Lennox-Zepp  
**Seconded by:** Councillor Head

- 1. That the Bike Skills Park Operating Agreement between The City and Rock N Road Cycling Club Incorporated 102069272, be extended for a three (3) year term from June 1, 2023 to May 30, 2026; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

11.13 Cooke Municipal Golf Course Sponsor Agreements (RPT 23-105)

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

- 1. That the Cooke Municipal Golf Course Sponsorship Agreement between The City and Affinity Credit Union in the amount of \$5,000 for one (1) year ending December 31, 2023, be approved;
- 2. That the Cooke Municipal Golf Course Sponsorship Agreement between The City and TJ's Pizza Inc. in the amount of \$5,000 for one (1) year ending December 31, 2023, be approved;
- 3. That the Cooke Municipal Golf Course Sponsorship Agreement between The City and Jump.ca in the amount of \$5,000 per year for three (3) years ending December 31, 2025, be approved; and,
- 4. That the Mayor and City Clerk be authorized to execute the Agreements on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

11.14 Alfred Jenkins Field House Sponsorship Agreements (RPT 23-106)

0115. **Moved by:** Councilor Head  
**Seconded by:** Councillor Edwards

- 1. That the Alfred Jenkins Field House Sponsorship Agreement between The City and Affinity Credit Union in the amount of \$3,500 for one (1) year from April 1, 2023 to March 31, 2024, be approved;
- 2. That the Alfred Jenkins Field House Sponsorship Agreement between The City and Thor Security Ltd. (Reed Security) for \$2,500 per year for three (3) years from May 1, 2023 to April 30, 2026, be approved; and,
- 3. That the Mayor and City Clerk be authorized to execute the Agreements on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

11.15 Lakeland Ford Park Sponsorship Agreements (RPT 23-107)

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

- 1. That the Lakeland Ford Park Naming Rights Agreement between The City and J.D. Excavating Inc. for \$1,500 per year for three (3) years and a total of \$4,500 in-kind fieldwork from the date of signing the Agreement to December 31, 2025, be approved; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

11.16 Prince Albert Elks Lodge No. 58 – Request for Tax Exemption Agreement and Donation – Year 2023 to 2027 (RPT 23-115)

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

That a Tax Exemption Agreement between The City and the Prince Albert Elks Lodge No. 58 for a five (5) year term be approved as follows:

1. The municipal taxes and levies be exempt from 2023 to 2027, for the property located at 93 – 8<sup>th</sup> Avenue East, with the exception of Local Improvement Levies;
2. A Tax Exemption for Public and Separate School Taxes be approved subject to receiving correspondence from the Ministry of Saskatchewan and the Prince Albert Catholic School Division, if required;
3. A donation of \$26,000 for the years 2023 to 2027 be received on or before October 31<sup>st</sup> of each year to be dedicated towards the Aquatic and Arenas Recreation Centre;
4. The City shall, at the City’s expense, erect a sign, plaque or comparable designation satisfactory to the parties, in prominent view of the public at the Aquatic and Arenas Recreation Centre, acknowledging the contribution made by the Prince Albert Elks Lodge No. 58 to the Centre; and,
5. The Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

Against: Councillor Lennox-Zepp

**CARRIED (7 to 1)**

11.17 Land Acquisition for Fire Stations (RPT 23-116)

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

That the following City owned lands be allocated for a Fire Station, subject to review and approval by Administration:

- 1. The 1000 Block of 28<sup>th</sup> Street West, legally described as Lots 5 through 28, Parcel 12, Plan No. G6438A, Extension 0, including fifty percent (50%) of the easement directly south of this land; and,
- 2. The 1700 Block of 15<sup>th</sup> Avenue East, legally described as Parcel 103, Plan No. 00PA19030, Extension 2.

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

Against: Mayor Dionne

**CARRIED (7 to 1)**

11.18 Prince Albert Police Service Proactive Policing Strategy Costs for 2022 (RPT 23-125)

0119. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Miller

- 1. That the 2022 Operational and Capital Costs of the Prince Albert Police Service Multi-Year Proactive Policing Strategy in the amount of \$662,241.26, be funded from the Proactive Policing Reserve for Year 2022;
- 2. That the amount of \$662,241.26, be transferred from the Proactive Policing Reserve for Year 2022 to fund the costs of the Prince Albert Police Service Proactive Policing Unit charged to the Police Service Operating Budget; and,
- 3. That the 2022 Police Special Tax Revenue collected in the amount of \$554,600, as per Bylaw No. 10 of 2022, be credited in full to the Proactive Policing Reserve for 2022 to offset the costs of the Proactive Policing Unit.

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

**CARRIED UNANIMOUSLY**

11.19 Wastewater Treatment Plant Sludge Management Building Air Handling Unit (RPT 23-127)

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

- 1. That the Supply and Delivery of redundant replacement for Unit F-522 be awarded to Engineered Air, in the amount of \$152,000, plus applicable taxes for a total amount of \$159,600; and,
- 2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

**12. UNFINISHED BUSINESS**

**13. MAYOR & COUNCILLORS FORUM**

**14. INQUIRIES**

**15. INQUIRY RESPONSES**

15.1 March 6, 2023 City Council Meeting Inquiry Responses (INQ 23-4)

0121. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Head

That INQ 23-4 be received as information and filed.

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

**CARRIED UNANIMOUSLY**

**16. NOTICE OF MOTION**

16.1 Councillor Ogrodnick – Listing of Grants in 2022

Can Administration provide a report outlining all Grants in 2022 to The City for projects including money received from Provincial and Federal Governments, Businesses, Corporations and individuals.

**17. MOTIONS**

**18. PUBLIC FORUM**

**19. ADJOURNMENT – 7:40 P.M.**

0122. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Head

That this Council do now adjourn.

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

**CARRIED UNANIMOUSLY**

MAYOR GREG DIONNE      CITY CLERK

MINUTES ADOPTED THIS 24<sup>TH</sup> DAY OF APRIL, A.D. 2023.



City of  
**Prince Albert**

*MIN 23-30*

**MOTION:**

That the Minutes for the City Council Special Meeting held March 29, 2023, be taken as read and adopted.

**ATTACHMENTS:**

1. Special Minutes



## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL SPECIAL MEETING**

# **MINUTES**

**WEDNESDAY, MARCH 29, 2023, 4:00 P.M.  
COUNCIL CHAMBER, CITY HALL**

**PRESENT:** Mayor Greg Dionne  
Councillor Charlene Miller  
Councillor Terra Lennox-Zepp  
Councillor Don Cody  
Councillor Dennis Ogrodnick  
Councillor Blake Edwards  
Councillor Dawn Kilmer

Terri Mercier, City Clerk  
Sherry Person, City Manager  
Kris Olsen, Fire Chief  
Wes Hicks, Director of Public Works  
Mitchell J. Holash, K.C., City Solicitor  
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. PRAYER**

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

### 3. APPROVAL OF AGENDA

0123. **Moved by:** Councillor Lennox-Zepp  
**Seconded by:** Councillor Kilmer

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

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

Absent: Councillor Head

**CARRIED UNANIMOUSLY**

### 4. DECLARATION OF CONFLICT OF INTEREST

### 5. REPORTS OF ADMINISTRATION & COMMITTEES

5.1 Long Term Debt Bylaw – Bylaw No. 4 of 3023 – 3<sup>rd</sup> Reading (RPT 23-138)

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

That Bylaw No. 4 of 2023 be given third and final reading.

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

Against: Councillors: Lennox-Zepp and Miller

Absent: Councillor Head

**CARRIED (5 to 2)**

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

That Bylaw No. 4 of 2023 be read a third time and passed, and that Bylaw No. 4  
of 2023 be now adopted, sealed and signed by the Mayor and City Clerk.

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

Against: Councillors: Lennox-Zepp and Miller

Absent: Councillor Head

**CARRIED (5 to 2)**

5.2 Year 2023 – Business Improvement District (BID) Levy – Bylaw No. 9 of 2023 (RPT 23-140)

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

1. That the Business Improvement District (BID) Levy Bylaw No. 9 of 2023 be amended as follows:
  - a. Delete Section 2 in its entirety and replace with the following wording:

“The estimated cost of the service referred to in Section 1 is \$78,000, pursuant to the approved budget. Subsection 278(2) of The Cities Act then states, the City shall give public notice of the use to which it proposes to put the excess revenue.”;
  - b. Replace 5.9% in Section 3 with the rate of 6.4%; and,
  - c. Replace 5.9% in Calculating Amount of Property Tax to the following:

General Municipal Rate x 6.4% = BID Rate
2. That the Business Improvement District (BID) Levy Bylaw No. 9 of 2023, as amended, be given three (3) readings; and,
3. That as per Subsection 278(2) of The Cities Act, the City give public notice of the use to which it proposes to put the excess revenue for Year ending 2023.

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

Absent: Councillor Head

**CARRIED UNANIMOUSLY**

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

1. That Bylaw No. 9 of 2023 be amended as follows:
  - a. Delete Section 2 in its entirety and replace with the following wording:

“The estimated cost of the service referred to in Section 1 is \$78,000, pursuant to the approved budget. Subsection 278(2) of The Cities Act then states, the City shall give public notice of the use to which it proposes to put the excess revenue.”;
  - b. Replace 5.9% in Section 3 with the rate of 6.4%; and,
  - c. Replace 5.9% in Calculating Amount of Property Tax to the following:

General Municipal Rate x 6.4% = BID Rate

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

Absent: Councillor Head

**CARRIED UNANIMOUSLY**

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

That Bylaw No. 9 of 2023, as amended, be introduced and read a first time.

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

Absent: Councillor Head

**CARRIED UNANIMOUSLY**

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

That Bylaw No. 9 of 2023, as amended, be read a second time.

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

Absent: Councillor Head

**CARRIED UNANIMOUSLY**

0130. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That leave be granted to read Bylaw No. 9 of 2023, as amended, a third time.

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

Absent: Councillor Head

**CARRIED UNANIMOUSLY**

0131. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That Bylaw No. 9 of 2023, as amended, be read a third time and passed; and,  
that Bylaw No. 9 of 2023 be now adopted, sealed and signed by the Mayor and  
City Clerk.

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

Absent: Councillor Head

**CARRIED UNANIMOUSLY**

5.3 2023 Property Tax Bylaws – 3<sup>rd</sup> Reading (RPT 23-142)

0132. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Cody

That the following Bylaws be given third and final reading:

1. Bylaw No. 5 of 2023;
2. Bylaw No. 6 of 2023;

3. Bylaw No. 7 of 2023; and,
4. Bylaw No. 8 of 2023.

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

Against: Councillors: Lennox-Zepp and Miller

Absent: Councillor Head

**CARRIED (5 to 2)**

0133. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Cody

That Bylaw No. 5 of 2023 be read a third time and passed, and that Bylaw No. 5 of 2023 be now adopted, sealed and signed by the Mayor and City Clerk.

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

Against: Councillors: Lennox-Zepp and Miller

Absent: Councillor Head

**CARRIED (5 to 2)**

0134. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Ogrodnick

That Bylaw No. 6 of 2023 be read a third time and passed, and that Bylaw No. 6 of 2023 be now adopted, sealed and signed by the Mayor and City Clerk.

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

Against: Councillors: Lennox-Zepp and Miller

Absent: Councillor Head

**CARRIED (5 to 2)**

0135. **Moved by:** Councillor Ogrodnick  
**Seconded by:** Councillor Edwards

That Bylaw No. 7 of 2023 be read a third time and passed, and that Bylaw No. 7 of 2023 be now adopted, sealed and signed by the Mayor and City Clerk.

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

Against: Councillors: Lennox-Zepp and Miller

Absent: Councillor Head

**CARRIED (5 to 2)**

0136. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Ogrodnick

That Bylaw No. 8 of 2023 be read a third time and passed, and that Bylaw No. 8 of 2023 be now adopted, sealed and signed by the Mayor and City Clerk.

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

Against: Councillor Lennox-Zepp

Absent: Councillor Head

**CARRIED (6 to 1)**

## **6. UNFINISHED BUSINESS**

**7. ADJOURNMENT – 4:24 P.M.**

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

That this Council do now adjourn.

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

Absent: Councillor Head

**CARRIED UNANIMOUSLY**

MAYOR GREG DIONNE      CITY CLERK

MINUTES ADOPTED THIS 24<sup>TH</sup> DAY OF APRIL, A.D. 2023.



**RPT 23-158**

**TITLE:** Development Permit Application - Drinking Establishment, Licensed Restaurant, Liquor Store - 3580 2nd Avenue West

**DATE:** April 12, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

That the Discretionary Use Development Permit Application for a Drinking Establishment, Licensed Restaurant, and Liquor Store to be located at 3580 2<sup>nd</sup> Avenue West, legally described as Parcel L, Plan 79PA25636, be approved, subject to the following conditions:

1. The Applicant submitting final plans for review and approval by Administration;
2. The Applicant entering into a Landscape Agreement with the City;
3. The Applicant applying for and receiving any necessary Building Permits and any/all necessary Municipal Fire and Building Safety Inspections; and,
4. The development complying with the requirements of the City's Zoning Bylaw No. 1 of 2019.

**TOPIC & PURPOSE:**

The purpose of this report is to approve the Development Permit Application for a Drinking Establishment, Licensed Restaurant, and Liquor Store located at 3580 2<sup>nd</sup> Avenue West.

**BACKGROUND:**

The Department of Planning and Development Services is in receipt of a Development Permit Application for the construction of a Business Complex at 3580 2<sup>nd</sup> Avenue West. The Business Complex is to contain a Drinking Establishment, Licensed Restaurant, and Liquor Store.

As per Section 14 of the Zoning Bylaw, the following uses are defined as follows:

***Drinking Establishment*** means the use of a building, or a portion thereof, for the on-site sale and consumption of food and alcohol, which is licensed by the Saskatchewan Liquor

*and Gaming Authority, and that may have a space for the provision of entertainment or dancing up to a maximum of 15 square metres in area.*

**Licensed Restaurant** means the use of a building, or portion thereof, for the preparation and sale of food and alcoholic beverages, for on-site consumption, which is licensed by the Saskatchewan Liquor and Gaming Authority.

**Liquor Store** means the use of a building, or a portion thereof, for the sale of alcoholic beverages that are consumed off-site, which does not include drive-through service, and which is licensed by the Saskatchewan Liquor and Gaming Authority.

The subject property is located in the C4 – Highway Commercial zoning district, and the purpose of this 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”.*

In the C4 – Highway Commercial zoning district, Licensed Restaurants are considered Discretionary Use – Development Officer, and Drinking Establishments and Liquor Stores are considered Discretionary Use – Council, so this application requires City Council approval.

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

As shown on the attached Location Plan, the proposed development is to be located on a parcel where there is an existing Business Complex and Hotel. The applicant has indicated that once the new building is completed, the old Business Complex will be demolished, as per the attached Site Plan. As such, final inspections of the new building permit will not be approved until the existing building has been demolished. There is an existing pylon sign on the site that is also intended for reuse. The applicant has indicated that if the sign cannot be reused, it will be removed.

Administration has completed its review of the preliminary plans and some minor additional information is required. As the outstanding items that require review are minor, it is recommended that City Council approve the Development Permit Application.

#### **CONSULTATIONS:**

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

The application has been reviewed by the Departments of Public Works, Community Services, Financial Services, Fire and Emergency Services, and the Building Division, and there are no concerns.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The applicant will be notified in writing 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:**

This project is in support of City Council's area of focus for Economic Diversity and Stability by accommodating the needs of new and existing industries and businesses in Prince Albert.

**OFFICIAL COMMUNITY PLAN:**

This parcel of land is identified as Highway Commercial land in the City of Prince Albert's Official Community Plan. As per Section 6.5.4:

*"The highway commercial use allows for the orderly development of automobile dependent accommodation and services for residents, tourists and transient motorists... The purpose is to provide for regional retail and commercial services with convenient, controlled access parking and without increasing traffic burdens upon the adjacent streets and highways".*

The proposed development conforms to the Official Community Plan in that it is providing retail and commercial services with ample parking and controlled access to 2<sup>nd</sup> Avenue West.

**PUBLIC NOTICE:**

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

- Public Notice was issued April 11, 2023 to all property owners within 75 metres of the subject property.

**ATTACHMENTS:**

1. Location Plan
2. Location Plan - Aerial
3. Site Plan
4. Public Notice Issued on April 11, 2023

Written by: Ellen Pearson, Planner

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



6-12

6-12

PLANNING & DEVELOPMENT

2 AVE W

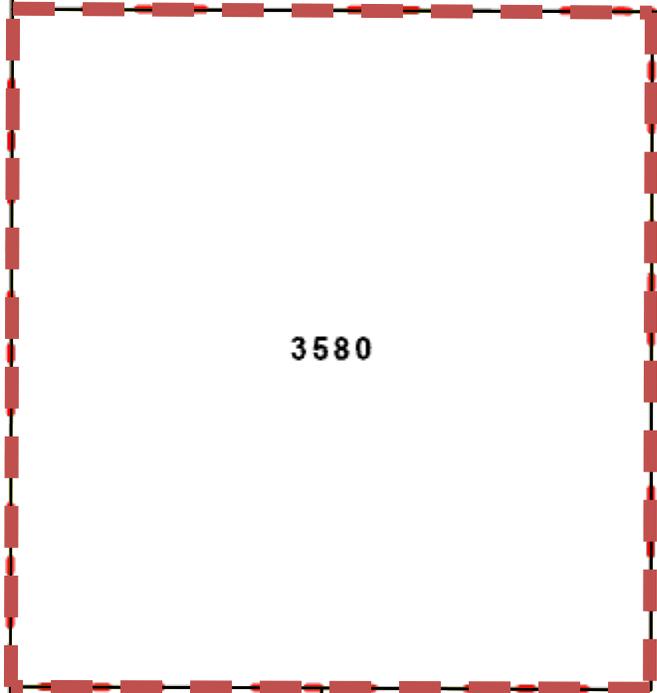
MARQUIS RD W

3434

3580

140

3694



Subject Property Identified With A Bold Dashed Line

April 12, 2023



6-12

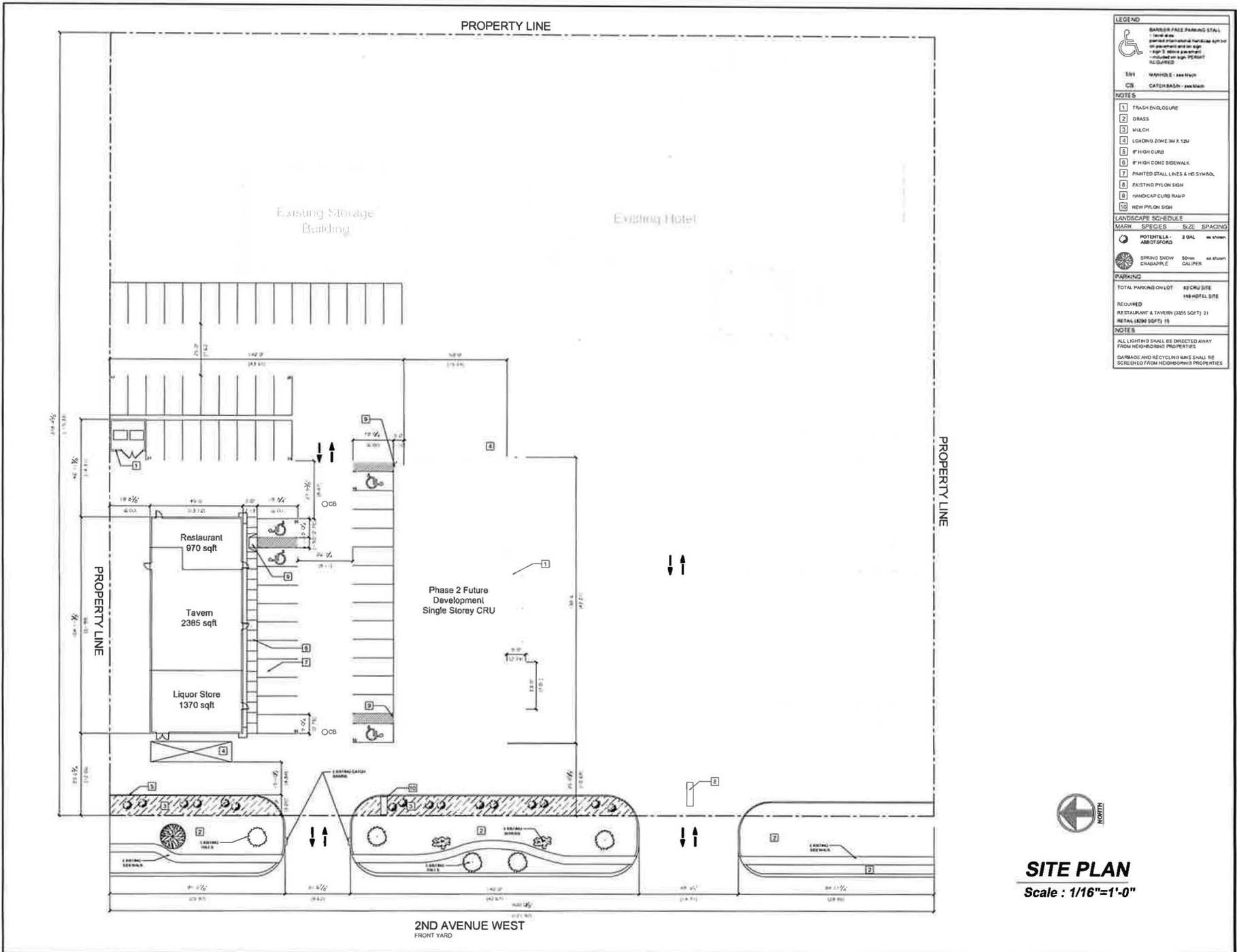
6-12

PLANNING & DEVELOPMENT



Subject Property Identified With A Bold Dashed Line

April 12, 2023



**LEGEND**

**BARBER FREE PARKING STALL**  
Level 1000  
permitted International handicapped sign for  
one person and one sign  
High 5 wheel placement  
included on sign, 1000001  
REQUIRED

**BN** MANHOLE - 300 Width

**CB** CATCH BASIN - 300 Width

**NOTES**

- 1 TRASH ENCLOSURE
- 2 GRASS
- 3 MULCH
- 4 LOADING ZONE 3M X 12M
- 5 6" HIGH CURB
- 6 6" HIGH CONIC SIDEWALK
- 7 PAINTED STALL LINES & HD SIGNAGE
- 8 EXISTING Pylon SIGN
- 9 HANDCAP CURB RAUP
- 10 NEW Pylon SIGN

**LANDSCAPE SCHEDULE**

MARK	SPECIES	SIZE	SPACING
	POTTSILLA - ARISTOFORD	2 GAL	as shown
	SPRING SHOW SHRUBS	50mm CALIPER	as shown

**PARKING**

TOTAL PARKING ON LOT: 45 CRU SITE  
148 HDPL SITE

REQUIRED  
RESTAURANT & TAVERN (235 SQFT) 21  
METAL (1200 SQFT) 15

**NOTES**

ALL LIGHTING SHALL BE DIRECTED AWAY  
FROM NEIGHBORING PROPERTIES

GARBAGE AND RECYCLED BINS SHALL BE  
SCREENED FROM NEIGHBORING PROPERTIES

3580 2ND AVE W. S6V 5G2  
PRINCE ALBERT, SASKATCHEWAN  
S4N 1Y1  
S4S 0C6  
S4S 0C6  
S4S 0C6  
S4S 0C6

THIS PLAN AND THE SITE  
CONSTRUCTION SHALL BE  
CONTROLLED BY A LICENSED  
ENGINEER OR ARCHITECT  
REGISTERED IN THE  
PROVINCE OF SASKATCHEWAN  
MANAGEMENT CORPORATION SHALL BE  
PROVIDED

3580 2ND AVE W. S6V 5G2  
PRINCE ALBERT, SASKATCHEWAN

Bik/Par L-Plan 79PA25636 Ext 0  
3580 2ND AVE W. S6V 5G2  
PRINCE ALBERT, SASKATCHEWAN

LANDSCAPING  
AND SITE PLAN



VJ MANAGEMENT  
& CONSULTING  
INC.  
505  
SASKATCHEWAN  
S4S 0C6  
TEL: 306-451-0220 FAX: 306-451-0789



**SITE PLAN**  
Scale: 1/16"=1'-0"

A1

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

April 11, 2023

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

Dear Sir or Madam:

**Re: Discretionary Use Development Permit – 3580 2<sup>nd</sup> Avenue West, Prince Albert SK  
Business Complex – Drinking Establishment, Licensed Restaurant & Liquor Store**

---

The City of Prince Albert is in receipt of a development permit application for a Business Complex containing a Drinking Establishment, Licensed Restaurant and Liquor Store, which is to be located at the above noted address, legally described as Parcel L, Plan 79PA25636. The applicant is intending to construct a new building for these uses, and demolish the building that currently exists on the property.

As a landowner located within 75 meters of the proposed development, and as required by the *City of Prince Albert Public Notice Bylaw No. 24 of 2015*, you are being provided with written notice of the proposed development.

*The City of Prince Albert Zoning Bylaw No. 1 of 2019* defines the following uses as follows:

**Drinking Establishment** means the use of a building, or a portion thereof, for the on-site sale and consumption of food and alcohol, which is licensed by the Saskatchewan Liquor and Gaming Authority, and that may have a space for the provision of entertainment or dancing up to a maximum of 15 square metres in area.

**Licensed Restaurant** means the use of a building, or portion thereof, for the preparation and sale of food and alcoholic beverages, for on-site consumption, which is licensed by the Saskatchewan Liquor and Gaming Authority.

**Liquor Store** means the use of a building, or a portion thereof, for the sale of alcoholic beverages that are consumed off-site, which does not include drive-through service, and which is licensed by the Saskatchewan Liquor and Gaming Authority.

As Drinking Establishments and Liquor Stores are considered discretionary in the C4 – High Commercial zoning district, the permit application must be approved by City Council. The subject property is shown in a bold dashed line below:



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

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

**Therefore, City Council, at its meeting to be held on Monday, April 24, 2023 at 5:00 p.m., will consider submissions respecting the above noted application and review criteria. In accordance with the *City of Prince Albert Procedure Bylaw No. 23 of 2021*, all submissions in this regard must be provided to the City Clerk. If you would like your submission reviewed by City Council PRIOR to the meeting, it would be preferable if it was provided to the City Clerk's Office by 4:45 p.m. on Tuesday, April 18, 2023. Submissions can be emailed to [cityclerk@citypa.com](mailto:cityclerk@citypa.com) or mailed to the City Clerk's Office, 1084 Central Avenue, Prince Albert SK S6V 7P3.**

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

Yours truly,

Ellen Pearson, Planner



**RPT 23-126**

**TITLE:** Ice Resurfacing Machines Tender 18/23

**DATE:** **March 20, 2023**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That Tender 18/23, for the purchase of three new Ice Resurfacing Machines, be awarded to Engo Ice Arena Equipment sales at a total cost of \$550,439.01 which includes all applicable taxes, with \$183,469.67 to be funded from the Fleet Equipment Reserve and \$363,584.94 from the Equipment Fit-up and Furniture budget for the Aquatics and Arenas Recreation Centre; and,
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of the City.

**TOPIC & PURPOSE:**

The purpose of this report is to award the Ice Resurfacer Tender 18/23.

**BACKGROUND:**

The City of Prince Albert Community Services Department currently operates four propane powered ice resurfacing machines across its facilities. In the 2023 Budget Deliberations, City Council approved the replacement of the 2008 Zamboni Ice Resurfacer (Unit 7410).

Additionally, the City is planning to purchase two additional ice resurfacing machines for the Aquatics and Arenas project currently under construction.

The replacement of unit 7410, a 2008 Zamboni Ice Resurfacer was approved in the 2023 Capital Budget for \$205,000. The other two units in this tender are for the new recreation facility when it opens at the end of 2024. The funds for these two units come from the capital project for the Aquatics and Arenas Recreation Centre. Specifically from the Equipment Fit-up and Furniture budget which is \$2,500,000.00.

The GST for the purchase of the three machines will be recovered, this amounts to \$24,566.55.

**PROPOSED APPROACH AND RATIONALE:**

The tender documents for the three ice resurfacing machines was prepared in consultation with the Department of Community Services and the Aquatics and Arena project lead and the tender closed on March 8, 2023. The City received bids for four different ice resurfacing machines from three suppliers, all of which were within the defined budget for these machines. Additionally, each unit tendered came in without major deviations from the defined specifications.

The City received bids from Olympia, Engo and Zamboni with the lowest bid coming from Engo, which met all the specifications (tender evaluation attached), at \$183,469.67 including all applicable taxes.

As requested by the Department of Community Services and the Aquatics and Arenas project team, all three units tendered are electric drive. The evaluation of an all electric ice resurfer identified that this is a good application for a zero emission vehicle to operate. The machines will be operated close to a charging stations, they will be stored in warm buildings and they will not generate exhaust emissions for the players and spectators in an indoor confined space. These units will also be the first fully electric units for the City of Prince Albert.

The existing unit up for replacement (Unit 7410) is a 2008 Zamboni which was to have been replaced several years ago however, replacement was delayed due to the planned building of a new facility and the anticipated purchase of multiple units. The City's replacement schedule on this type of equipment is approximately twelve years. Administration recommends that this is a good time to replace the unit as at this time the rebuild costs are high and down time is a critical factor for the scheduling of ice time. Generally our old units have been passed down to local Community Centers in need.

The tender allows for the two machines that are to go to the new Recreation facility to be delivered late in 2024, just before it is scheduled to open. The replacement unit should be delivered near the end of 2023.

There will be some additional work to be completed to the Art Hauser in order to install the charging unit (included in the purchase) and run the required electrical. These items will be built into the new facility as it is being built, therefore no additional work is required there as it was planned for electric units.

The other three current ice resurfaces that the city currently operate are 2011, 2012 and a 2019, all propane powered Zambonis. The two oldest of these machines are both scheduled for replacement in 2025.

**CONSULTATIONS:**

The arenas operators, mechanics and management have had discussions on the specifications and requirements for the City facilities. Additionally, a group from the City, including management, a mechanic and an arena operator took an opportunity to view and operated the unit equivalent unit in Saskatoon to ensure this unit will meet their needs and discuss operations with an operator in Saskatoon.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

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

**FINANCIAL IMPLICATIONS:**

The replacement unit is within budget and the funds are coming from the Fleet Equipment Reserve.

At the end of 2023, the Fleet Equipment Reserve balance is expected to be \$1,960,000.

The two new machines are also within budget and will be purchased from the \$2,500,000 Equipment Fit up and Furniture budget for the Aquatics Centre and Arena's project.

**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.

**PRESENTATION:**

None

**ATTACHMENTS:**

Ice Resurfacing Machine Tender Evaluation

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Written by: Robert Snowdon, Fleet Manager

Approved by: Operations Manager, Director of Community Services, Director of Public Works & City Manager

**Ice Resurfacing Machines Tender Evaluation**

ITEM TENDERED Light Duty Pickups										
SUPPLIER	MAKE	MODEL	STAINLESS STEEL CHASSIS OPTION	COST PER UNIT WITHOUT TAX	PST PER UNIT	GST PER UNIT	COST PER UNIT WITH PST TAX	COST PER UNIT WITH ALL TAXES	TOTAL COST OF 3 WITH PST TAX	TOTAL COST OF 3 WITH ALL TAXES
Big Hill Services	Olympia	Millennium E	steel chassis	\$172,038.00	\$10,322.28	\$8,601.90	\$182,360.28	\$190,962.18	\$547,080.84	\$572,886.54
Big Hill Services	Olympia	Millennium E	stainless chassis	\$190,253.00	\$11,415.18	\$9,512.65	\$201,668.18	\$211,180.83	\$605,004.54	\$633,542.49
Engo Equipment	Engo	Ice Wolf	\$20,000	\$165,297.00	\$9,917.82	\$8,264.85	\$175,214.82	\$183,479.67	\$525,644.46	\$550,439.01
Fer-Marc Equipment	Zamboni	650	not available from Zamboni	\$192,690.00	\$11,561.40	\$9,634.50	\$204,251.40	\$213,885.90	\$612,754.20	\$641,657.70

**TITLE:** Water Main Re-Lining Tender

**DATE:** April 18, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That the Water Main Re-lining Tender #12/23 be awarded to Fer-Pal Construction Ltd. for an estimated bid price of \$384,515 (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 #12/23 be reviewed at the end of 2023, and possibly be extended for one year at a time for a maximum of three additional years.

**TOPIC & PURPOSE:**

To award the Water Main Re-lining Tender #12/23 to the most economical price supplied by Fer-Pal Construction Ltd. with possible extensions for up to three additional years.

**BACKGROUND:**

In a typical year the City completes approximately 10 blocks of cast iron water main replacement. This includes problem areas identified through break history, proposed paving areas, as well as known problem areas. In recent years we typically fall short of spending the entire allocated budget due to time restraints and the larger scope of other duties expected of the construction crew. Water mains that fit the criteria of 200mm diameter and located in complex locations for conventional excavation are candidates for rehabilitation. This process only requires access pits at the ends and mid point saving all the surface infrastructure as well as mature trees in established neighborhoods.

With the potential re-lining program we can increase the total length of rehabilitated water mains and minimize the impact to rate payers in selected locations by re-lining the main.

**PROPOSED APPROACH AND RATIONALE:**

In 2023 City Council approved the Utility Budget item of \$1,500,000 for the replacement of water mains.

The tender was posted on Vendor Panel on March 21<sup>st</sup> and closed on March 29<sup>th</sup> 2023 to allow all interested contractors that possess the cleaning, inspection and re-lining skills to review and provide the City of Prince Albert with the costs associated to complete the various tasks. One general contractor, Fer-Pal Construction Ltd., submitted a bid which was reviewed and met the mandatory requirements. Only one bid was received due to this being a very specialized technology with very few contractors in Canada able to complete the work.

Provisions exist within the contract to increase or reduce overall quantities of work completed if required by 50%.

Water main relining, similar to sewer main relining, holds potential to significantly increase the City's ability to extend the water replacement budget by addressing water mains in areas that are very difficult to replace conventionally. The cost for water main relining has decreased in recent years, with various improvements in technology. Currently, it is difficult to provide a side by side cost estimate comparison, as the process has never been completed in Prince Albert to date and will require work and assistance from City crews to complete. However, the locations selected for relining were selected due to the significant challenges presented in replacement of these mains, including in locations where they conflict significantly with shallow utilities, such as gas and power and where conflicts with trees in mature neighbourhoods would require tree removal.

It is anticipated that after this season, Administration will have a good idea of City required support for water main relining in order to provide cost comparisons in order to assist with future infrastructure rehabilitation and replacement decision making. For the current construction season, the selected projects are of a degree of difficulty that would make the water main replacements cost prohibitive and that would have a significant neighbourhood impact.

### **CONSULTATIONS:**

Attendance to previous No-Dig trade shows has increased awareness of the value of assessment and proactive repair in an effort to extend the serviceable life of assets. The processes in this tender focus on investigation and maintenance without the need for excavation. As well, the re-lining allows us to complete replacement with City forces focusing on failures and upgrades ultimately completing a larger quantity of work. With more water mains upgraded it allows the operation of the water distribution network to continue without failure.

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

A proportional summary of the work was posted on Tender Panel for contractors to review, ask questions and submit a bid to complete the work.

Upon the awarding of the agreement, the Department will forward the agreement to the Clerk's office to be signed and sealed.

All affected homeowners will be contacted prior to the set up of temporary above ground water to inform them of the proposed work and supply contact information to address potential concerns throughout the project.

**FINANCIAL IMPLICATIONS:**

The 2023 budget allows for \$1,500,000 worth of water main replacement. The total project cost including the tender bid form from Fer-Pal Construction Ltd. including PST is \$ 384,515.

Fer-Pal Construction Ltd.	\$ 362,750
PST	\$ 21,765
<b>Total Estimated Cost</b>	<b>\$ 384,515</b>
<b>2023 Water Main Replacement Budget</b>	<b>\$1,500,000</b>

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

This Report supports the proactive strategy of Infrastructure Management to ensure distribution infrastructure is built, maintained and replaced as necessary.

**OFFICIAL COMMUNITY PLAN:**

Water, sanitary, and storm sewer infrastructure master plans-capacity improvements and upgrades to collection networks to maintain services at or above current levels.

**PUBLIC NOTICE:**

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

Written by: Preston Galbraith, Utility Manager

Approved by: Acting Director of Public Works & City Manager

**RPT 23-168**

**TITLE:** 2023 - Capital Paving and Utility Infrastructure Replacement Program

**DATE:** April 18, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That this report be received as information and filed.
2. That Administration provide annually, to the Executive Committee meeting following April 15, a report on the intended Work Plan for the Capital Paving and Utility Infrastructure Replacement Program for the construction season;

**TOPIC & PURPOSE:**

To provide City Council with the 2023 Capital Paving and Utility Infrastructure Replacement Program.

**BACKGROUND:**

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

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

**PROPOSED APPROACH AND RATIONALE:**

**Selection Process**

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

1. Budget
  - The Roadways Capital Paving & Concrete budget for 2023 is \$4,400,000.
  - The Urban Highway Connector Program approved project for Riverside Drive from 3 Avenue NW to west city limits at 50% of the total cost to a maximum of \$350,000.
  - The Roadway Recapping 2022 carry forward budget is \$75,017.
  - The Concrete Sidewalk Replacement – Senior Residence for 2023 is \$65,000
  - The Watermain Replacement budget for 2023 is \$1,500,000.
  - The Sanitary and Storm Sewer Replacement budget for 2023 is \$800,000.
  - The Community Services Budget for reconstruction of parks pathways is \$78,984.

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

### **2023 Capital Paving and Utility Replacement Program**

The attached map titled “City of Prince Albert 2023 Capital Projects” identifies the locations of the 2023 capital paving, concrete and utility projects.

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

### **2033 Tree Removal and Landscaping Plan**

There have been 2 locations identified that will require the removal of trees within the City’s boulevard space to facilitate the water main and lead service replacement.

Each location was reviewed by the City’s Parks Manager during the 1<sup>st</sup> week of April. Along with the assessment a complete inventory of the trees being considered for removal identifying tree species, the health and approximate size of the trees involved. Trees removed due to construction will be included in a replanting strategy to be implemented after each project is completed. The location of the tree removals are;

#### 1. 20 Street East 1- 4 Avenue

- The water line size is being increased from 150mm cast iron to 200mm PVC, so it is not a candidate for water main relining.
- When the trees were planted along the south side of the road, they were planted in very close proximity to the curb, which is a non-typical asphalt curb and in some areas the tree(s) are noted to have overgrown that curb. The replacement of the water line and reconstruction of the street will result in the trees integrity and root structure being compromised in the majority of the locations. The trees in many of these locations will either see undermining or removal of the structural and feeder root mass, putting the trees under significant stress and also creating stability concerns. This will result in the eventual death of the trees, resulting in the decision

to remove the majority of the trees impacted along the south side of 20 Street East. There are some of the trees closest to 1<sup>st</sup> and 3<sup>rd</sup> Avenue that may be able to remain if their root structure remains intact. An assessment by the Parks Manager at the time of construction will be done to make the determination if the tree can remain.

2. 15 Street West 15 – 17 Avenue

- There have been four trees that are located directly above the location of the new water main which is replacing an existing 200mm cast iron water main in the same location, in the north boulevard of 15<sup>th</sup> Street West.

### **CONSULTATIONS:**

The selection process to establish the capital utility and roadway replacement programs includes initial consultation between Public Works managers to select the underground / roadway candidates utilizing predefined criteria. Upon the establishment of the draft plan, the Public Works and Community Services department consult on how the program will affect the existing trees and landscaping and the replanting plan after the construction is completed.

The Capital Projects Manager and Parks and Open Spaces Manager consulted with the Councillor of Ward 2, Terra Lennox-Zepp to discuss the draft construction plan for 20 Street East from 1<sup>st</sup> to 3<sup>rd</sup> Avenue.

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

1. Public Works and Community Services Administration met with Councillor Terra Lennox-Zepp who's Ward includes 20 Street West 1 to 3 Avenue. This street will be affected by tree removal when the water main replacement and roadway construction is completed. Information regarding the tree inspections and alterations and the City's construction practices that were completed to try and minimize the number of trees that have to be removed were discussed.
2. The City will provide a letter by the first week in May informing the residences that their street is included in the current years Capital Utility replacement program or locations within the paving program that will directly affect businesses. This will not include sewer relining which does not impact the surface. If the removal of more than three (3) trees per block is included within the project scope, it will be identified within the letter.
3. The City will provide a letter by the second week in May to residences / businesses that will have the roadway milled and paved in front of their property that is currently scheduled for May, June and July. As the roadway paving program progresses, further letters will be distributed for the remaining program by the end of June.
4. The City will continue to provide clarification on the City's website to identify the Capital Utility Replacement Program locations.
5. 10 days prior to the start of the utility replacement project, the City will provide a letter to the residents / businesses advising of the project specific details including estimated timelines.
6. Administration strives to provide a letter to residents 3 days prior to roadways projects that do not include utility replacement.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

This report supports the proactive strategy of Engaged Government to identify potentially sensitive issues in advance and implement through quality communication. Administration strives to continue and improve on the communications provided to City Council and the residences and businesses that will be affected by the capital roadway, paving, concrete and utility replacement program.

**PUBLIC NOTICE:**

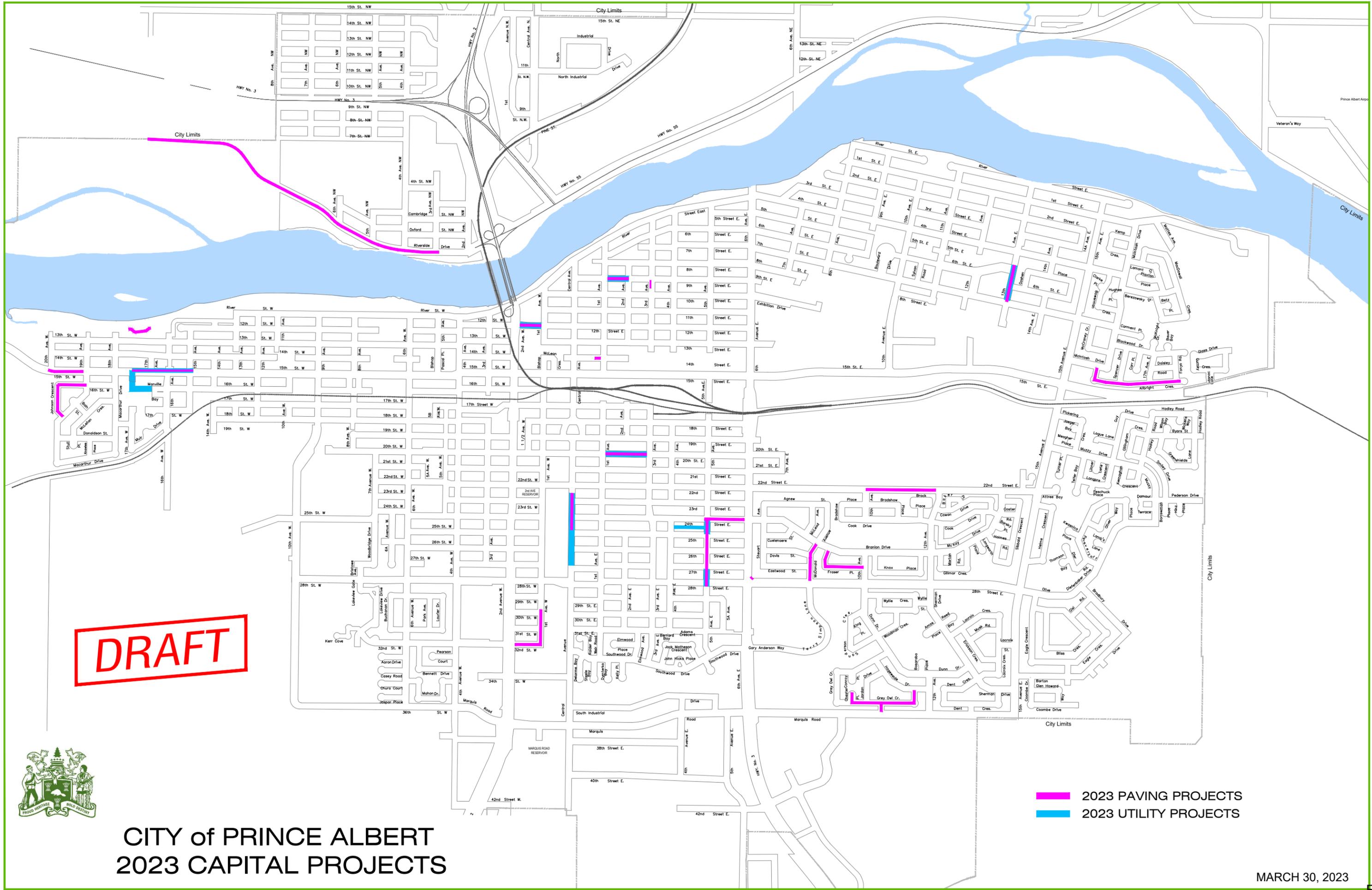
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**ATTACHMENTS:**

1. 2023 Capital Projects Map

Written by: Nykol Miller, Capital Projects Manager

Approved by: Acting Director of Public Works & City Manager



**DRAFT**



# CITY of PRINCE ALBERT 2023 CAPITAL PROJECTS

- █ 2023 PAVING PROJECTS
- █ 2023 UTILITY PROJECTS



***RPT 23-150***

**TITLE:** City Bike Auction and Ukrainian Newcomers

**DATE:** April 5, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That up to fifty (50) recovered and unclaimed bicycles be donated to Ukrainian Canadian Congress Settlement Volunteer, Sonya Jahn, to be distributed to Ukrainian newcomer families in Prince Albert.

**ATTACHMENTS:**

1. City Bike Auction and Ukrainian Newcomers (CORR 23-21)

Written by: Executive Committee



***CORR 23-21***

**TITLE:** City Bike Auction and Ukrainian Newcomers

**DATE:** **March 28, 2023**

**TO:** Executive Committee

**PUBLIC:** **X**

**INCAMERA:**

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**SUGGESTED DISPOSITION:**

That the Correspondence be received as information and filed.

**PRESENTATION:** **Verbal by Sonya Jahn, Volunteer Assisting Newcomer Families in Prince Albert**

**ATTACHMENTS:**

1. Letter dated March 2, 2023

Written by: Sonya Jahn, Volunteer Assisting Ukrainian Newcomer Families in Prince Albert

March 2, 2023

Mayor and Council  
City of Prince Albert  
1084 Central Avenue  
Prince Albert, SK S6V 7P3

RECEIVED  
MAR 10 2023  
CITY CLERK

Executive Committee

RECEIVED  
MAR 02 2023

Dear Mayor and Council:

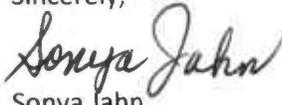
Re: City Bike Auction and Ukrainian newcomers

Over 50 family units have arrived in Prince Albert after leaving their homes in Ukraine as a result of an unprovoked war. Most of these newcomers arrive with minimal personal goods. Upon their arrival, they need jobs, a place to live, and basic household needs. Citizens of Prince Albert have been very kind, and have assisted these families in getting started in their community.

One of the more common needs is transportation for the family, especially for the kids! Fun, friends and physical fitness are important for the wellbeing of young people. For children aged three to sixteen, a bike can help to connect them with their friends and transport them to places to play. Some of the older children, and perhaps some of the adults can also use a bike to transport them to work.

Each year, the City of Prince Albert auctions several bikes that have been recovered and remain unclaimed. Some of these bikes would be greatly appreciated by newcomer Ukrainian families. We ask that the City of Prince Albert consider donating some of the suitable bikes to Ukrainian newcomer families. Ideally, these would be bikes in good and safe condition, or that could easily be modified to make them so. I would welcome the opportunity to discuss this with you and to provide insights and opinions regarding the number of bikes required and how best to make them available to Ukrainian families.

Sincerely,



Sonya Jahn

Volunteer assisting Ukrainian newcomer families in Prince Albert

RR5, Site 33, Comp 38

Prince Albert, SK S6V 5R3

**Recommended  
Disposition:**

Receive as  
Info & File

**TITLE:** Carlton Park Community Club Pave the Way Fundraiser Update

**DATE:** April 5, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That the Carlton Park Community Club be authorized to continue to formalize five (5) year term Sponsorship Agreements with the following Sponsors as part of their Pave the Way Fundraiser.

1. Caribou Transport - 32X48 Sign for \$1,000
2. Westview Steering and Brake - 32X48 Sign for \$1,000
3. TC Electric - 32X48 Sign for \$1,000
4. NAPA - 32X48 Sign for \$1,000
5. Lake Country Coop - 48X96 Sign for \$2,000

**TOPIC & PURPOSE:**

The purpose of this report is to update City Council on the Carlton Park Community Club Pave the Way Fundraising campaign and Carlton Park Community Club Outdoor Rink project.

**BACKGROUND:**

The Carlton Park Community Club initiated the Pave the Way Fundraising campaign in order to help in the expansion of the outdoor rink facility located to the west of the club building at 3100 Dunn Drive. This project has now seen completion in the way of paving of the rink area and the installation of outdoor basketball and pickleball courts. The project will be finalized with the addition of benches along with line painting of the basketball court, garbage cans, a picnic table and divider netting to separate the basketball and pickle ball courts.

The \$150,000 expansion and improvement project was approved by City Council with \$120,000 included in the 2022 Parks Playground Improvement budget for this project. The Carlton Park Community Club partnered to raise the remainder of the funds (\$30,000) for the project.

Through the Naming Rights Agreement, the Kinsmen Club provided \$10,000 in 2022 to assist this project. The Kinsmen Club has agreed to provide \$5,000 per year for the next four years (2023-2026) to fulfill their financial commitment for naming rights. The naming rights will be a period of 10-years from 2022 to 2032. This investment is similar and falls in line with naming rights of similar facilities within the City.

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

The Carlton Park Community Club identified the need for outdoor basketball and pickleball courts in their neighbourhood. This project has seen completion of the paving of the rink area and the installation of outdoor basketball and pickleball courts. The Community Club continue to receive additional Sponsorship with the following businesses requiring approval.

- Caribou Transport - 32X48 Sign (5 year Term) for \$1,000
- Westview Steering and Brake - 32X48 Sign (5 year Term) for \$1,000
- TC Electric - 32X48 Sign (5 year Term) for \$1,000
- NAPA - 32X48 Sign (5 year Term) for \$1,000
- Lake Country Coop - 48X96 Sign (5 year Term) for \$2,000

This sponsorship is in addition to the following Businesses that were approved at City Council on September 6<sup>th</sup>, 2022 and November 28<sup>th</sup>, 2022.

- Diamond North Credit Union - 48X96 Sign (5 year Term) for \$2,000
- Pharmasave - 32X48 Sign (5 year Term) for \$1,000
- Perry's Automotive - 32X48 Sign (5 year Term) for \$1,000
- North Star Trophies - 48X96 Sign (5 year Term) for \$2,000

Further funding efforts included The Community Club receiving a \$5,000 grant from the Northern Lights Development Corporation. The Community Club also had a 50/50 Draw on December 31<sup>st</sup>, 2021 which raised \$2350.00. Lastly they hosted a Twisted Sister Music Bingo fundraiser in the spring and raised \$3900.00.

The Community Services Department has reviewed the proposed signage and the Naming Rights and Sponsorship Policy - Guidelines associated with fundraising campaigns

*8.02 (d) Acceptance of a naming or sponsorship proposal by an organization conducting a fundraising campaign must be considered conditional pending a review and recommendation by the Director of Community Services to City Council. A final approval by City Council is required.*

**CONSULTATIONS:**

The Carlton Park Community Club has been consulting with the City of Prince Albert Parks and Open Spaces Manager, and Sport and Recreation Manager to develop the concept, plan and budget throughout the project.

The Carlton Park Community Club has been in consultation with the Prince Albert Pickleball Club to help provide them with more facilities for this fast growing sport.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

In coordination with the Carlton Park Community Club a news conference will be held at the Prince Albert Kinsmen Basketball and Pickleball Courts at Carlton Park once the project is at 100% completion, currently the project is considered 90% complete. Members of the Community Club, Kinsmen Club, City Council and other sponsors will be invited.

The facility will be identified on the City of Prince Albert website and in all social media as the Prince Albert Kinsmen Basketball and Pickleball Courts at Carlton Park.

**POLICY IMPLICATIONS:**

Naming Rights and Sponsorship Policy #71 of 2015.

**STRATEGIC PLAN:**

Investing in Infrastructure – The City of Prince Albert commits to supporting long-term growth and sustainable services through strategic investment in new and existing infrastructure.

Nature Area Planning

CONTINUE to prioritize and support the recommendations identified through the annual reporting of the State of the Parks & Playgrounds Improvement Plan, this project has supported

Delivering Professional Governance – The City of Prince Albert provides strong, accountable governance and makes informed decisions while engaging the community in the creation and delivery of City Council's strategic priorities.

Engaged Government

CREATE an environment where residents and other stakeholders can engage with the City and know that their voices are heard.

STRENGTHEN relationships with external organizations to share information and collaborate on projects and services.

**OFFICIAL COMMUNITY PLAN:**

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

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Carlton Park Community Club Pave the Way Fundraiser
2. No. 71 - Naming Rights & Sponsorship Policy

Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services and City Manager

# Carlton Park Community Club

## PAVE THE WAY FUNDRAISER!



Our goal is to raise **\$30,000** to pave our outdoor rink!  
We believe this would give the Prince Albert Community  
opportunity to play basketball and pickleball  
during the summer months!

Let us keep our community active and engaged!  
Promotes teamwork, socialization and a positive community experience!



You can make this dream a reality:

Advertisement Sign 48x96	\$1,000
Advertisement Sign 32x48	\$500
Gold Sponsor	\$300
Silver Sponsor	\$200
Bronze Sponsor	\$100



**For more information contact Carlton Park Community Club  
by email @ [carltonpark@sasktel.net](mailto:carltonpark@sasktel.net)**

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If you are interested in contributing to this  
amazing opportunity please mail in this section along with your  
cheque payable to: Carlton Park Community Club  
Address: 3100 Dunn Drive, Prince Albert, SK S6V 7L2

OR

E-Transfer: [carltonpark@sasktel.net](mailto:carltonpark@sasktel.net)

**Would you like a TAX RECEIPT:**  Yes  No

<b>City of Prince Albert Statement of POLICY and PROCEDURE</b>			
Department:	Community Services	Policy No.	<b>71</b>
Section:	Community Services	Issued:	April 13, 2015
Subject:	<b>NAMING RIGHTS &amp; SPONSORSHIP POLICY</b>	Effective:	April 13, 2015
Council Resolution # and Date:	Council Resolution No. 0195 of April 13, 2015	Page:	Page 1 of 11
		Replaces:	
Issued by:	Renee Horn, Executive Assistant	Dated:	
Approved by:	Jody Boulet, Director of Community Services		

## **1 POLICY**

- 1.01** To provide guidelines and procedures for the naming and re-naming of City Parks and Facilities on City owned property.
- 1.02** To provide guidelines which facilitate and support opportunities for entering into sponsorship agreements for City owned and Civic partner controlled assets for the purpose of enhancing financial sustainability.

## **2 PURPOSE**

- 2.01** To name City Parks and Facilities in a manner which ensures a consistent approach to soliciting, managing and reporting on naming rights and sponsorship agreements.
- 2.02** To provide guidance to those that have an interest in the naming and sponsoring of civic properties.
- 2.03** To provide a means of generating new revenues and alternative resources to assist in the construction, support and/or provision of City of Prince Albert Facilities.
- 2.04** To protect the reputation, integrity and aesthetic standards of the City of Prince Albert and its assets.

## **3 SCOPE**

- 3.01** This Statement of Policy and Procedure applies to the City of Prince Albert.
- 3.02** Only corporate and individual naming rights and sponsorship agreements are covered by this Policy. The process for naming of streets is covered in the Street Naming Policy dated June 24, 2013.
- 3.03** Naming rights arrangements that pre-date this Policy are not subject to its terms.

<b>City of Prince Albert Statement of POLICY and PROCEDURE</b>			
Department:	Community Services	Policy No.	<b>71</b>
Section:	Community Services	Issued:	April 13, 2015
Subject:	<b>NAMING RIGHTS &amp; SPONSORSHIP POLICY</b>	Effective:	April 13, 2015
Council Resolution # and Date:	Council Resolution No. 0195 of April 13, 2015	Page:	Page 2 of 11
		Replaces:	
Issued by:	Renee Horn, Executive Assistant	Dated:	
Approved by:	Jody Boulet, Director of Community Services		

## **4 RESPONSIBILITY**

### **4.01 City Council:**

- (a) Approval of the policy and all amendments.
- (b) Approval of all Naming Rights Agreements.
- (c) Approval of all sponsorship agreements. Mayor and City Clerk to execute all sponsorship agreements on behalf of the City of Prince Albert.
- (d) Approval of an Inventory Valuation of Assets to be developed by Administration before sponsors are approached or Agreements made.

### **4.02 Director of Community Services or Designate:**

- (a) Assess all proposals to confirm date and duration, sponsor contribution, market value assessment of the contribution and appropriate recognition.
- (b) Compare proposals to ensure consistency between sponsor agreements.
- (c) Ensure the process for tracking and reporting all sponsorship agreements is developed.
- (d) Direct resources to develop and manage an Inventory Valuation of Assets available for sponsorship consideration.
- (e) Seek concept approval from City Council prior to initiating negotiations with a potential sponsor for those projects that may be sensitive in nature or that include naming rights.
- (f) Director of Community Services will work with the City Solicitor in developing consistent conditions for the naming rights & sponsor agreements.
- (g) Prepare recommendations to City Council in accordance with the policy.

## **5 DEFINITIONS**

### **5.01 In this Policy:**

- (a) THE CITY – means the City of Prince Albert, its departments and staff.

<b>City of Prince Albert Statement of POLICY and PROCEDURE</b>			
Department:	Community Services	Policy No.	<b>71</b>
Section:	Community Services	Issued:	April 13, 2015
Subject:	<b>NAMING RIGHTS &amp; SPONSORSHIP POLICY</b>	Effective:	April 13, 2015
Council Resolution # and Date:	Council Resolution No. 0195 of April 13, 2015	Page:	Page 3 of 11
		Replaces:	
Issued by:	Renee Horn, Executive Assistant	Dated:	
Approved by:	Jody Boulet, Director of Community Services		

- (b) CITY PARKS – are owned and managed by the City, used for public recreation purposes and shall include developed and undeveloped park areas and open spaces, trails, greenways and plazas.
- (c) CITY FACILITIES – are City owned facilities used to conduct City business and where the general public gathers for social, recreation, cultural and other related purposes. It shall include individual rooms, spaces and features within buildings such as ice pads, soccer fields, gymnasiums; and amenities within parks and open spaces such as picnic shelters, sport fields, bandstands, playgrounds, garden areas, etc.
- (d) CORPORATE NAMING RIGHTS – means a mutually beneficial business arrangement wherein an organization provides goods, services or financial support to the City in return for access to the commercial and/or marketing potential associated with the public display of the organization’s name on a City property for a fixed period.
- (e) DONATIONS – are cash or in-kind contributions which provide assistance to the City. Donations do not constitute a business relationship since no reciprocal consideration is sought. Donations over \$10.00 generally qualify for a tax receipt.
- (f) HONOURIFIC or COMMEMORATIVE NAMING means the naming of City property without return consideration. It is bestowed by the City to recognize the service, commitment or other type of contribution by an individual, group or organization.
- (g) INDIVIDUAL NAMING RIGHTS means the naming of City property in return for a financial or in-kind contribution from an individual or their estate. Typically, such support is given to enhance the community and to help sustain the property in question for a negotiated period of time.
- (h) SPONSORSHIP is a mutually beneficial business arrangement wherein an external party (individual, company, organization or enterprise), whether for profit or otherwise, provides cash and/or in-kind services to the City in return for commercial advantage. This payback may take the

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form of recognition, acknowledgement, promotional consideration, merchandising opportunities, etc. Because of these marketing benefits, a sponsorship does not qualify for a tax receipt.

- (i) DIRECTOR – means the Director of Community Services or Designate.
- (j) CIVIC PARTNER – An arms-length, not-for-profit organization that has a formal and legal relationship to provide services, programs and/or manage and care for City assets in conjunction with, or on behalf of the City of Prince Albert.
- (k) VALUE IN-KIND – A sponsorship received in the form of goods and/or services rather than cash.
- (l) VALUE ASSESSMENT – A determination of the value that a sponsor will receive as a purchaser of specific naming rights and/or sponsorship and may include tangible and intangible benefits.
- (m) ASSET ANALYSIS – A comprehensive review of an asset’s overall value as it relates to sponsorship or naming opportunities.

## **6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE**

**6.01** Street Naming Policy dated June 24, 2013 – Council Resolution No. 0523.

**6.02** Tax Deductible Donation Policy and Procedure dated November 13, 2007 – Council Resolution No. 0783.

## **7 CRITERIA**

### **7.01 Individual/Organization Naming Rights**

The following criteria shall be used in evaluating the merit of each City Park and Facility naming request. There are four potential sources of names for Parks and

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Facilities as outlined below. Generally, it is preferred that the name reflects the location or a historic factor. When there is no predominant location or historic factor, under special circumstances, other naming sources may be considered.

- (a) The name could reflect the location of the Park or Facility. The location might be easily identified by a well-known bordering street, natural feature, neighbourhood, subdivision, the school on which it is located or other factor. Such criteria will allow citizens to easily identify with the location of the Park or Facility.
- (b) The name could commemorate a historic event or event of cultural significance.
- (c) The name could commemorate a person important to the City. The nominated person must have made an exceptional positive contribution to parks, recreation or culture relating to the Park or Facility being named. Nominations will not be accepted by immediate family members. Recognition of individuals, whose contributions have been appropriately recognized in other City venues or by other means, shall be avoided.
- (d) The name could recognize a person, organization or corporation that has made a substantial contribution to the City, including financial, value in-kind or property donation to the City relative to parks, recreation & culture. Corporate names shall not be considered for the naming of Parks but may be considered for trails and greenways, facilities, or assets within Parks or Facilities.

## **7.02 Other Naming Rights Considerations**

- (a) Individuals currently holding elected office, currently working for the City or actively serving on any City standing or selection committee shall not be considered for naming.

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- (b) The individual must not have been convicted of a known felony.
- (c) Names that duplicate or sound as if they duplicate existing Park or Facility names or are otherwise confusing shall not be considered.

### **7.03 Sponsorship**

- (a) An external party may contribute, in whole, or in part, funds, goods, or services to an approved City facility, public park, open space, program, event, or activity where such sponsorship is mutually beneficial to both parties and in a manner consistent with existing criteria, guidelines and policies set by the City.
- (b) The sponsorship arrangement must support the goals, objectives, policies and bylaws of the City of Prince Albert and be compatible with, complimentary to, and reflect the City's Strategic Plan.
- (c) The City will select the most appropriate sponsors using the following criteria:
  - i) Quality and timeliness of product and service delivery.
  - ii) Value of product, service, cash provided to the City.
  - iii) Cost/Risk to the City to service the agreement.
  - iv) Compatibility of products and services with City policies and standards.
  - v) Marketplace reputation of the sponsor.
  - vi) Record of sponsor's involvement in community projects and events.
- (d) Recognition provided to sponsors is subject to negotiation (ie. Advertising, signage, product sampling, brand name) and must meet the following criteria:
  - i) Be of an acceptable standard and in good taste.

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- ii) Not present demeaning or derogatory portrayals of individuals or groups.
  - iii) Not contain anything which, in light of generally prevailing community standards, is likely to cause deep or widespread offense.
- (e) The sponsorship arrangement must be limited in scope and application to the City or project under consideration, and shall not involve any form of a risk-sharing venture.
- (f) Satisfying one or more of the eligibility criteria listed above does not assure a recommendation from the Director of Community Services for City Council approval.

## **8 GUIDELINES**

### **8.01 Guidelines Associated with Community & City Initiated Nominations for Naming Rights & Sponsorship Agreements**

Individuals or organizations initiating the naming and/or sponsorship process shall submit a written request along with justification to the Director of Community Services.

- (a) The request shall include:
- (i) The proposed name or sponsorship proposal.
  - (ii) The value of all funds, goods and services to be provided and the recognition to be provided in return.
  - (iii) Evidence of community support for the proposed name or sponsorship opportunity.
  - (iv) A fixed term of up to a maximum of 10 years unless otherwise approved by City Council.

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- (v) The responsibility for insurance, licenses, permits, safety, security and public health.
- (vi) Revisions to the sponsorship agreements are subject to the same approval as the original sponsorship agreement.
- (vii) Long-standing sponsorship agreements that pre-date this policy may continue upon the approval of City Council.

## **8.02 Guidelines Associated with Fundraising Campaigns**

The naming of Parks or Facilities in association with fundraising campaigns may be considered under the following conditions:

- (a) Organizations affiliated with the City that desire to raise funds for a City-sponsored project must receive a recommendation from the Department of Community Services when it relates to City owned Parks or Facilities and must receive approval from City Council prior to attaching naming opportunities or sponsor recognition to the fundraising campaign.
- (b) Organizations conducting fundraising campaigns with naming and sponsorship opportunities attached must immediately notify City staff when a naming proposal is under consideration in order to facilitate an administrative review.
- (c) Naming and sponsorship proposals that promote alcohol, tobacco products or political organizations will not be considered.
- (d) Acceptance of a naming or sponsorship proposal by an organization conducting a fundraising campaign must be considered conditional pending a review and recommendation by the Director of Community Services to City Council. A final approval by City Council is required.

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## **9 PROCEDURE**

### **9.01 General**

- (a) Issues regarding the interpretation or application of this Policy are to be referred to the Community Services Department.
- (b) In accordance with the principles and criteria contained in this Policy, the solicitation, negotiation and administration of naming rights and sponsorship are to be conducted by authorized City staff only.
- (c) All naming rights and sponsorship must be evaluated for compliance with this Policy. The Department of Community Services is responsible for ensuring that all naming rights and sponsorship holders along with the executed agreements comply with this Policy and that staff abide by the provisions of this Policy.
- (d) All Naming Rights and Sponsorship Agreements will be in the form of a legal contract. For such sponsorships, the Community Services Department shall consult with the City Solicitor's Office regarding appropriate terms and conditions and consider inclusion of the following provisions:
  - i) A description of the contractual relationship, specifying the exact nature of the Agreement;
  - ii) The term of the Agreement;
  - iii) Renewal options, if permitted;
  - iv) The value of the consideration and, in the case of in-kind contributions, the method of assessment;
  - v) The payment schedule;
  - vi) Rights and benefits;
  - vii) Release, indemnification and early termination clauses as appropriate;
  - viii) Insurance clauses;
  - ix) Confidentiality terms;
  - x) A statement acknowledging that the sponsorship may be subject to provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, and

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- xi) A statement that all parties are aware of, and agree to comply with, the provisions of this Policy.
  
- (e) The City's profile and responsibility as owner/operator of the Facility must be ensured throughout the Agreement with the external organization or corporation.
  
- (f) The granting of naming rights will not entitle a naming entity to preferential treatment by the City outside of the Naming Rights Agreement.
  
- (g) The City will not relinquish any aspect of its right to manage and control a Facility through a Naming Rights Agreement.
  
- (h) An asset analysis and value assessment will be completed to determine the value of the asset in the marketplace.
  
- (i) All proceeds generated by the City for Naming Rights and Sponsorship Agreements shall be used for:
  - i) Enhancement and maintenance of the named Facility and operation.
  - ii) The provision of programs and services directly related to the Facility's mandate and operation.
  - iii) Subject to the Agreement, the proceeds received may be designated for another City owned Facility.
  - iv) All revenues and expenses pertaining to a Naming Rights or Sponsorship Agreement will be included in the Department's budget.

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- (j) Naming and sponsorship rights may only be transferred or assigned by a naming rights and sponsorship holder with the consent of the City. Where a company changes its name, the naming rights may, with the consent of the City and at the expense of the naming rights holder, be modified to reflect the new name.
- (k) The City will not endorse the products, services, or ideas of any naming right holder and naming rights holders are prohibited from implying that their products, services or ideas are sanctioned by the City.
- (l) The terms and conditions of the Naming Rights Agreement will not conflict with the terms and conditions of the existing lease, license, and agreement(s) with the City.
- (m) All corporate and individual Naming Rights Agreements must be for a fixed term, not exceeding ten (10) years unless approved by City Council. Every such Agreement will include a sunset clause specifying the duration of the naming opportunity. Individual and corporate naming rights may be subject to renewal upon mutual agreement.
- (n) At its sole discretion, the City reserves the right to terminate the Naming Rights Agreement prior to the scheduled termination date, without refund of consideration, should it feel it is necessary to do so to avoid the City being brought into disrepute.
- (o) The terms and conditions contained within a Naming Rights or Sponsorship Agreement are to be approved by the Director of Community Services or designate and City Council.
- (p) The Director of Community Services is responsible for preparing and presenting a Report for Council on the content of the negotiated Naming Rights or Sponsorship Agreements. Upon Council approval, the Mayor and City Clerk shall execute the Agreement.

**TITLE:** Multi-Media Technical Services Agreement

**DATE:** April 5, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That a Technical Services Agreement between The City and Big Drum Media for Multi-Media Services at City Facilities be approved for a two (2) year term from May 1, 2023 to April 30, 2025; and,
2. That the Mayor and City Clerk be authorized to execute the Technical Services Agreement on behalf of The City, once prepared.

**TOPIC & PURPOSE:**

The purpose of the report is to propose a Multi-Media Technical Services Agreement between the City and Big Drum Media for the ongoing set-up, maintenance, and repairs of multi-media systems in various City facilities.

**BACKGROUND:**

The current Multi-Media Technical Services Agreement with Big Drum Media expires on April 30, 2023. The City issued a Request for Proposals for Multi-Media Technical Services in March 2023. As a result of the Request for Proposals there was one bid submitted by Big Drum Media for the next 2 year term.

**PROPOSED APPROACH AND RATIONALE:**

The attached agreement includes the following highlights:

**Term**

1. Two (2) year agreement – May 1, 2023 to April 30, 2025.

## Schedule of Fees

The Community Services Department met with Big Drum Media to review the terms and conditions of the Agreement. Big Drum Media has proposed to not increase any of their rates as outlined in the initial term of the Agreement.

A summary is below:

- Hourly Rate for services rendered specifically relating to equipment maintenance, inventory monitoring and staff training - \$80.00 per hour.
- Hourly Rate for services rendered for audio/visual setups for conferences and special events - \$60.00 per hour. (This amount is paid for by users booking the City facilities)
- Rate for emergency call-in services rendered by the Contractor – minimum charge of \$120.00 and hourly rate of \$80.00 per hour.
- Rate for services rendered for telephone consultations – minimum charge of \$50.00 and hourly rate of \$80.00 per hour.
- Hourly rate for services rendered for engineering consultation and design as requested by the City - \$150.00 per hour
- Hourly rate for services rendered for videotaping of staff training sessions – Camera operator - \$120.00 per hour and video editing - \$80.00 per hour

## Facilities Covered under the Agreement

- Art Hauser Centre, Dave G Steuart Arena, Kinsmen Arena, Alfred Jenkins Field House, Prince Albert Arts Centre, Kinsmen Water Park, and Frank J. Dunn Pool.

## Mutual Covenants

- The Contractor must be available and perform on an annual basis and for all City facilities, a minimum of twenty (20) hours of service but not to exceed a maximum of fifty (50) hours of service over the term of this agreement ending April 30th, 2025.
- The Contractor agrees that he shall be diligent in keeping the multi-media equipment and other related articles used in the operations in good condition and repair.
- As directed by the City, the Contractor agrees to provide an annual report of all outstanding repairs required to the multi-media equipment owned by the City.
- The Contractor agrees to assist the City with the annual budget preparation and the preparation of a mutually agreed upon equipment program for all multi-media equipment and all other related articles used at the City owned and operated facilities as may be required.
- The Contractor agrees to obtain prior authorization in writing by the City for any construction, remodeling, alterations, or additions of or to the said facilities.

- The City and Contractor mutually agree that in the event that a major repair or equipment replacement is required and the Contractor has agreed to perform same, the City shall be responsible only for the cost of materials and supplies consumed and not any hand tools required for installation.
- The City and Contractor mutually agree that if major repairs require a specialty labour service, such repairs shall be arranged by the City, and the Contractor agrees to provide any assistance that he may reasonably accommodate.
- The City agrees that it shall bear such costs as may be approved in advance by the Director of Community Services in respect of qualified tradespersons effecting necessary repairs.

**Other Items**

- The Contractor must maintain public liability insurance in a minimum amount of \$5 Million Dollars and must list the City of Prince Albert as an additional insured.
- The City can terminate the agreement at any time with 30 days' notice.

**CONSULTATIONS:**

Big Drum Media 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:**

Big Drum Media will be notified once the agreement is approved by City Council. The Community Services Department will ensure the contact information for Big Drum Media continues to be included with any rental information for special events hosted at our facilities.

**FINANCIAL IMPLICATIONS:**

There are no financial implications as Big Drum Media has agreed to maintain their current rates for the duration of the term. The rates are reflected in the Department's current Operating Budget. Upon identifying any equipment requiring replacement the Department works with Big Drum Media to develop the related Budget proposal for consideration during the City's annual Budget deliberations.

In addition, Big Drum Media provides event related services for events such as the PBR, Pow wow, High School Graduations and any other special events that are hosted in City Facilities. The costs related to the services are recovered through the Rental Contract and the total annual amount varies from year to year based on the event related services required.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

This agreement supports Investing in Infrastructure as the City is able to access and improve multi-media technical services in a cost effective way.

**OFFICIAL COMMUNITY PLAN:**

Under Section 9.2 of the Official Community Plan the City prioritizes the provision of Parks and Recreation Facilities. A key component of the User Group's experience is the proper delivery of the Multi-Media Technical Services.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Multi-Media Technical Services Agreement

Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services and City Manager

**MULTI-MEDIA TECHNICAL SERVICES AGREEMENT**

**THIS AGREEMENT** made in duplicate this        day of                                2023.

**BETWEEN:**

**THE CITY OF PRINCE ALBERT**, a municipal corporation in the Province of Saskatchewan, hereinafter referred to as "the City."

- and –

**BIG DRUM MEDIA**, operating as a partnership in the City of Prince Albert, in the Province of Saskatchewan, hereinafter referred to as "the Contractor."

**WHEREAS** the City of Prince Albert owns and operates public facilities for the benefit and use of the residents of Prince Albert and in doing so offers various equipment in respect to the specific needs of its patrons who use these facilities;

**AND WHEREAS** the City requires technical services in its public facilities in respect to the proper operation and maintenance of specialized audio and video equipment (hereinafter referred to as the "Multi-Media Equipment");

**AND WHEREAS** the Contractor has represented that it is capable and desirous of providing the said multi-media technical services required by the City;

**AND WHEREAS** the parties previously entered into Multi-media Technical Services Agreements, with the most recent previous agreement being dated May 1, 2021 and expiring April 30, 2023, and both parties now agree to the new terms and conditions contained herein;

**NOW THEREFORE WITNESSETH**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties agree as follows:

## **1. DEFINITIONS**

a. In this Agreement, the term:

- i. "Maintenance and Repairs" is defined as labour, and shop supplies together with such equipment as may be necessary to provide routine maintenance, servicing and repair of the Multi-Media Equipment utilized by patrons of the City in relation to the City owned and operated facilities.
- ii. "Equipment Neglect" is defined as conduct constituting deliberate, reckless or negligent misuse of Multi-Media Equipment and all other articles used at any of the City owned and operated facilities whereby the condition of same deteriorates or requires repair;
- iii. "the Director of Community Services" is defined as the Director of Community Services of the City of Prince Albert or the designate of the said Director of Community Services.

## **2. INDEPENDENT CONTRACTOR**

- a. The Contractor agrees that it shall faithfully, honestly and diligently perform and carry out the duties and obligations hereinafter described. In fulfilling these obligations, the Contractor shall act as an independent contractor to the City.

### **3. TERM**

- a. The City and the Contractor agree that the term of this Agreement shall be for a period beginning the 1st day of May, 2023 and continuing until the 30th day of April, 2025.
- b. In addition to other provisions for termination as hereinafter set out, the parties agree that the term of this Agreement may be terminated at any time, by either party, by providing notice to the other party at least thirty (30) days prior to the expiration of the current term or renewal term.

### **4. REMUNERATION, RECORDS AND INVOICING**

- a. The Contractor shall be remunerated for the multi-media technical services provided at the rates and fees set forth and established in "Schedule A" and herein attached to this agreement.
- b. The parties agree there shall be no other remuneration or fee payable by the City to the Contractor for the ~~the~~ multi-media technical services contracted under this Agreement unless otherwise agreed to by the parties.
- c. It is further agreed and understood that in addition to the hourly rates charged to the City for services rendered, the City agrees to pay the Contractor any applicable taxes.
- d. The Contractor agrees to provide the City a detailed monthly invoice for all services provided at each facility and further agrees that the monthly invoice will be provided to the City no later than the fifth (5th) day of each month for the preceding month's services.

- e. The Contractor must keep books and records for all annual services and equipment provided to the City in accordance with Canadian generally accepted audit standards and upon request by the City, the Contractor will remit all books and records directly related to the services provided in this agreement and throughout the term of this agreement.

## **5. MUTUAL COVENANTS**

- a. The Contractor agrees to provide all multi-media technical services necessary for the efficient operation and use of the Multi-Media Equipment at the City owned and operated facilities (“Multi-Media Technical Services”) as identified and established in “Schedule B” and herein attached to this agreement.
- b. It is further understood and agreed that the Contractor be available and perform on an annual basis and for all City facilities, a minimum of twenty (20) hours of service but not to exceed a maximum of fifty (50) hours of service over the term of this agreement ending April 30<sup>th</sup>, 2025.
- c. The Contractor agrees that it shall be diligent in keeping the Multi-Media Equipment and other related articles used in the arena operations in good condition and repair.
- d. As directed by the City, the Contractor agrees to provide an annual report of all outstanding repairs required to the Multi-Media Equipment owned by the City.
- e. The Contractor agrees to assist the City with the annual budget preparation and the preparation of a mutually agreed upon equipment program for all Multi-Media Equipment and all other related articles used at the City owned and operated facilities as may be required.

- f. The Contractor agrees to obtain prior authorization in writing by the City for any construction, remodeling, alterations, or additions of or to the said facilities. 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 the Building Inspector for the City may require.
- g. The Contractor agrees to 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 Contractor shall not suffer any other matter or thing whereby the rights or interests of the City might be impaired.
- h. The City and Contractor mutually agree that in the event that a major repair or equipment replacement is required and the Contractor has agreed to perform the same, the City shall be responsible only for the cost of materials and supplies consumed and not any hand tools required for installation.
- i. The City and Contractor mutually agree that if major repairs require a specialty labour service, such repairs shall be arranged by the City, and the Contractor agrees to provide any assistance that it may reasonably accommodate.
- j. The City agrees that it shall bear such costs as may be approved in advance by the Director of Community Services in respect of qualified tradespersons effecting necessary repairs.
- k. The Contractor agrees that it shall immediately report any matters which have a potential of causing or contributing to property damage or injury to the patrons of the City owned facilities. The Contractor shall give the City immediate notice of:
  - i. Any equipment neglect which may come to the attention of the Contractor;
  - ii. Any significant property damage suffered by any user of the equipment; and

- iii. Any claim made against the Contractor arising out of his operation of the equipment.

## **6. CONTRACTOR'S QUALIFICATIONS**

- a. The Contractor agrees that upon commencement of the term, the Contractor must be able to meet and prove the following qualifications at the sole cost and expense of the Contractor and for the mutual benefit of the City and the Contractor:
  - i. To maintain a valid City of Prince Albert business license and sufficient bonding acceptable to the City;
  - ii. To be in good standing with Workers' Compensation Board (WCB);
  - iii. To meet all legislated Occupational Health and Safety requirements for the scope of the work being undertaken;
  - iv. To comply with all fire and health code regulations;
  - v. To comply promptly, at its own expense, with all laws, ordinances, regulations, requirements of municipal and other authorities thereto, and all notices in pursuance of same, served upon the City or the Contractor.

## **7. INSURANCE**

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

- i. Comprehensive General 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. A Certificate of Insurance shall be provided to the City as proof of compliance by the 1st day of May each year.
- ii. In the event that automobiles are required to provide the said Services, the Contractor agrees to maintain automobile accident liability in the amount of no less than \$1,000,000.00 dollars per occurrence.

## **8. WAIVER OF CLAIM**

- a. The Contractor agrees that except as expressly provided herein, no other benefit or claim shall be claimed or demanded from the City. In particular and not to limit the generality of the foregoing, the Contractor agrees that it shall make no claim against the City in respect of costs for Maintenance and Repairs, or supplies as may be necessary in order for the Contractor to properly carry out its obligations pursuant to this Agreement and shall make no claim for lost revenue occasioned by equipment failures or delays.

## **9. INDEMNIFICATION**

- a. The Contractor agrees that it shall compensate the City for damages which the Contractor or its employees or agents may cause to the Multi-Media Equipment in the course of performance of the duties under this Agreement or otherwise howsoever.
- b. The Contractor hereby agrees to indemnify and save harmless the City, its officials, employees, servants or agents against any and all claims in respect of accidents, injuries, damages, losses, costs or proceedings by whomever made, brought or

prosecuted which may be made against the City by reason of anything done or left undone (by negligence or otherwise) of its employees or agents, or any of them, in connection with any matter arising out of or incidental to the Contractor's duties or obligations under the provisions of this agreement.

## **10. ASSIGNMENT**

- a. The Contractor shall not assign, sell, sublet, transfer or otherwise dispose of their obligations or interest, or any part of its obligations or interest, under this Agreement without prior written consent from the Director of Community Services.

## **11. DEFAULT AND TERMINATION**

- a. If the Contractor should neglect to perform the services in accordance with this Agreement or fail to perform any provision of this Agreement within twenty-four (24) hours following notice and without prejudice to any other remedy of the City at law, the Director of Community Services may make good such deficiency in any manner that he may deem necessary.
- b. Notwithstanding the foregoing, the City shall be at liberty to terminate this Agreement at any time without notice in the event that the Contractor:
  - i. neglects, fails or refuses to carry out its obligations under this Agreement, or any of them;
  - ii. if, in the reasonable opinion of the Director of Community Services, the work of the Contractor under this Agreement is unsatisfactory, or if the Contractor or any of its employees or agents perform the work under this Agreement in a negligent or careless manner; or
  - iii. if the Contractor becomes insolvent.

- c. The Director of Community Services may exercise the rights of the City under this paragraph, but within fifteen (15) days of notice of his decision, the Contractor shall have the right to appeal the decision of the Director of Community Services to the City Manager and in the event that such dispute is not resolved thereafter, the Contractor may submit the issue to the Council of the City of Prince Albert, whose decision shall be final and binding.

## **12. NOTICE**

- a. Any notice, request or demand herein provided for shall be sufficiently given or made if mailed by ordinary mail in the City of Prince Albert, in the Province of Saskatchewan, postage prepaid, addressed if to the City at:

The City of Prince Albert  
C/o Director, Community Services  
1084 Central Avenue  
Prince Albert, SK  
S6V 7P3

and if to the Contractor at:

Big Drum Media  
C/o Barry Mihilewicz  
695 Branion Drive  
Prince Albert, Sask.  
S6V 2S3

or delivered in person at their usual place of business in Prince Albert, Saskatchewan.

- b. Any notice mailed as aforesaid shall be conclusively deemed to have been given on the second business day following the day on which it was mailed or posted. Either of the parties hereto may at any time give notice in writing to the other of any change of address, and thereafter all notices shall be mailed to the new address so notified.

### **13. INTERPRETATION**

- a. It is expressly understood and agreed that reference to individuals in this Agreement shall include executors, administrators, successors, and permitted assigns, and references in the singular number shall include the plural number, and references in the masculine gender shall include the feminine gender or the neuter gender, whenever the context so requires.
- b. No modification, variation, waiver, amendment or termination by mutual consent of this Agreement shall be effective unless such action is taken in writing and executed by both parties hereto.
- c. Each of the provisions hereof is severable from any other provision, and the invalidity or the unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.

### **14. EFFECTIVE DATE**

- a. This Agreement, effective May 1st, 2023, shall supersede and be in replacement of all other subsisting Agreements, which may have been executed before this Agreement.

**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., 2023.

**THE CITY OF PRINCE ALBERT**

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

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

**IN WITNESS WHEREOF** \_\_\_\_\_ (list partners names) the partners of BIG DRUM MEDIA have hereunto set their respective hands and seals in that behalf, duly authorized this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2023.

**WITNESS**

**BIG DRUM MEDIA**

\_\_\_\_\_  
**BARRY MIHILEWICZ**

\_\_\_\_\_  
**JOEL MIHILEWICZ**

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

**AFFIDAVIT OF ATTESTATION**  
**OF AN INSTRUMENT**

I, \_\_\_\_\_, of the City of Prince Albert, in the Province of Saskatchewan, make oath and say:

1. That I was personally present and did see Barry Mihilewicz, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2023 at The City of Prince Albert, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said Barry Mihilewicz, and he/she is, in my belief, of the full age of 18 years.

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:

## Schedule "A"

### Multi-Media Technical Services Fee Schedule

1. Services rendered specifically relating to equipment maintenance, inventory monitoring and staff training:

**Hourly Rate: \$80.00 per hour**

2. Services rendered for audio/visual setups for conferences and special events:

**Hourly Rate: \$60.00 per hour**

Note: The Contractor shall provide the City a copy of the quotation given to the patron hosting the event which shall serve as the backup for the final invoice being issued by the City to the patron.

3. Emergency call-in services rendered by the Contractor:

**Hourly Rate: \$80.00 per hour**

**Minimum Charge: \$120.00**

Note: The Contractor must arrive on site within thirty (30) minutes of receiving to call for the minimum call-in charge to apply. If the Contractor fails to arrive within thirty (30) minutes, the services will be billed at the hourly rate.

4. Services rendered for telephone consultations.

**Hourly Rate: \$80.00 per hour**

**Minimum Charge: \$50.00**

5. Services rendered for engineering consultation and design as requested by the City:

**Hourly Rate: \$150.00 per hour**

6. Services rendered for videotaping of staff training sessions:

**Camera and Operator Hourly Rate: \$120.00 per hour**

**Video Editing Hourly Rate: \$80.00 per hour**

## **Schedule “B”**

### **Scope of Services to be provided by the Contractor**

#### **1. Art Hauser Centre**

- a. Perform annual maintenance on audio and video equipment and score clocks in accordance to the facility schedule of events as provided by the City;
- b. Provide emergency call-in services during facility operating hours to assist with Multi-Media Technical Services requiring immediate attention with a minimum response time of (30) minutes or less;
- c. Complete annual equipment inventory and inspections;
- d. Create and implement the appropriate forms and checklists to assist the users of the Multi-Media Equipment;
- e. Provide multi-media training services to City staff, which may include the production of training manuals in print or video format;
- f. Provide multi-media services as required for patrons that book special events such as graduations, concerts, hockey schools and pro bull riding at the Art Hauser Centre;
- g. Work closely with the Prince Albert Raiders Hockey Club and other groups as requested by the City for all game day presentation, operation and maintenance of Multi-Media Equipment, and servicing including the A-phones, score clock, microphone system, sound system and video replay board;
- h. Provide multi-media services for conferences, conventions, weddings or other bookings hosted in the Ches Leach Lounge and as required by the user group; and,
- i. Complete a timecard, obtained by facility staff on site, for all services being performed.

## **2. Kinsmen Arena and Dave G. Steuart Arena**

- a. Perform annual maintenance on audio and video equipment and score clocks in accordance to the facility schedule of events as provided by the City;
- b. Provide emergency call-in services during facility operating hours to assist with Multi-Media Technical Services requiring immediate attention with a minimum response time of (30) minutes or less;
- c. Complete annual equipment inventory and inspections;
- d. Create and implement the appropriate forms and checklists to assist the users of the Multi-Media Equipment;
- e. Provide multi-media training services to City staff which may include the production of training manuals in print or video format;
- f. Provide multi-media services as required for patrons that book special events such as trade shows and conferences, and;
- g. Complete a timecard, obtained by facility staff on site, for all services being performed.

## **3. Frank J. Dunn Pool, Kinsmen Water Park, Alfred Jenkins Field House, and Prince Albert Arts Centre**

- a. Provide emergency call-in services during facility operating hours to assist with Multi-Media Technical Services requiring immediate attention with a minimum response time of (30) minutes or less;
- b. Complete equipment inventory and inspections as requested;
- c. Create and implement the appropriate forms and checklists to assist the users of the Multi-Media Equipment as requested;
- d. Provide multi-media training services to City staff which may include the production of training manuals in print or video format as requested, and;
- e. Provide multi-media services as required for patrons that book special events.

**TITLE:** Livebarn Agreement – City Arenas

**DATE:** April 5, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That an Agreement between Livebarn Inc. and the City of Prince Albert for Livestreaming services at the City Arenas be approved for a 4 year term commencing the date of execution.
2. That the Mayor and City Clerk be authorized to execute the agreement on behalf of the City of Prince Albert.

**TOPIC & PURPOSE:**

The purpose of the report is to recommend the approval of the Livebarn Inc. Agreement with the City of Prince Albert for Livestreaming Services at the Art Hauser Centre, Kinsmen and Steuart Arena.

**BACKGROUND:**

The Community Service Department has been researching Livestreaming options for City Arenas as Livestreaming has become more popular for Arenas across the province. This Service provides the opportunity for everyone including Coaches, Athletes and Parents with Live broadcast and On-Demand video archives.

The Community Services Department has further had requests including Prince Albert Hockey about Livestreaming Services at City Arenas. Options for suppliers that provide this service in which two (2) were subsequently researched and reviewed.

The Livestreaming services are similar in nature where they operate by a camera that is setup without an operator and runs on motion of the puck. The models operate on a subscription based system. The difference with Livebarn is there is no financial contribution from the City or Sporting group.

**PROPOSED APPROACH AND RATIONALE:**

Livebarn Inc. provides venues with fully-automated, HD Live Streaming and a video storage solution. Parents, Grandparents and friends can watch remotely from any device. Athletes and coaches are able to review footage on demand to improve player and team performance.

**SUBSCRIBER BENEFITS**Never Miss a Moment

Watch fully automated HD Live & On Demand broadcast from anywhere, at any time, on any device.

Choose How to View

Choose tracking that automatically follows the flow of the game or control camera with panoramic view, zoom or 180 controls.

Watch Any Venue

View games and practices from the ever-expanding network of LiveBarn-installed facilities.

Share Highlight & Save Games

Share highlights via social media and email via Monthly subscription. Save video for personal archive or analyze plays to improve team/player performance.

Efficiently Scout Teams & Players

Leverage the ability to watch multiple teams and players from any Livebarn venue at your own convenience.

**VENUE BENEFITS**Hassle Free Camera

Eliminate scheduling of individual events or worrying if system is ON. Cameras automatically "wake up" and "go to sleep."

Access Restriction

Control access to online feeds by creating Blackout or password-protected Privacy Sessions.

Accountability & Incident Review

Increase accountability for everyone including Coaches, Athletes and Parents with Live broadcast and On-Demand video archives.

### Revenue Generation

Generate profit through a proven monetization mode via generous revenue share program.

### No Hidden Fees

Pay nothing – Zero costs mean zero cost. No additional fees for installation, ISP, cloud storage, usage or maintenance.

### Conditions of the Agreement

1. LiveBarn shall, at its own expense, install and maintain all hardware and software required for the operation and maintenance of the Automated Online Broadcast Service in regards to each Ice Rink Sheet.
2. Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from these memberships over the full lifetime of these memberships -until such membership is discontinued.
3. The term of this Agreement commences on the date hereof and continues until the four (4) year anniversary of the Latest Install Date (the “Term”), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.
4. Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving 90 days written notice to the other party.

Livebarn is aware of the Steuart Arena future status. The terms and conditions provide flexibility to remove a location from the agreement upon the discontinuation as an ice arena operation.

Consultation with the Prince Albert Mintos and Prince Albert Bears also occurred. Both teams have Livestreaming options in place and are currently satisfied with the results they are getting from their Livestreaming services.

The City of Prince Albert also has the capability to block out certain events with Livebarn. If an event or organizer wants to use a Camera with an operator, the Livebarn cameras can be blocked out in these instances.

### **CONSULTATIONS:**

The Community Services Department consulted with Prince Albert Hockey, Prince Albert Mintos and Prince Albert Bears on Livestreaming services. The Prince Albert Raiders utilize the Western Hockey League streaming services at the Art Hauser Centre, therefore they aren't included under this proposal.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The Community Services Department would work with Communications on promoting and advertising that the Art Hauser Centre, Kinsmen and Steuart Arena have Livestreaming service once it is operational.

**FINANCIAL IMPLICATIONS:**

There are no Financial Implications to the City of Prince Albert.

**PRIVACY IMPLICATIONS:**

A Privacy Impact Assessment will be completed in conjunction with the City Clerk's office.

**STRATEGIC PLAN:**

The addition of Livestreaming Services in our Arena operation aligns with the Investing in Infrastructure of the City's Strategic Plan.

**OFFICIAL COMMUNITY PLAN:**

The proposed concept for Livestreaming services aligns with Section 9.2 of the City's Official Community Plan with respect to Parks & Recreation Facilities

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Livebarn Standard Venue Agreement - City of Prince Albert

Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services and City Manager

**DATE:**

**BETWEEN: LIVEBARN INC.** (“LiveBarn”)

*and*

\_\_\_\_\_ (“Venue Owner”)

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner’s Ice Rink Sheet described in the attached Schedule “A” (each being an “Ice Rink Sheet”) a fully automated sports broadcasting system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the “Automated Online Broadcast Service”);

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

**1 AUTOMATED ONLINE BROADCAST SERVICE**

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner’s request, install one TV which will display a combination of LiveBarn highlights and a live feed, as well as additional LiveBarn information.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 All content broadcast using the Automated Online Broadcast Service, including the video and audio relating to all sports and recreational activities occurring on each Ice Rink Sheet (collectively, the “Content”), will be made available to LiveBarn’s subscribers on a monthly subscription basis, subject to sections 1.7 and 1.8 below. LiveBarn will determine the pricing for its offerings of the Automated Online Broadcast Service. From time to time LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from these memberships over the full lifetime of these memberships, during the term of this Agreement. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn’s various local marketing initiatives (including social media) as described below.

1.6 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to broadcast the Content for all purposes and in any manner it determines in its sole discretion, including by providing its broadcast signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the Automated Online Broadcast Service, subject to sections 1.7 and 1.8 below.

1.7 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to “blackout” any particular dates or time periods from being broadcast on any selected Ice Rink Sheet (the “Blackout Restrictions”).

1.8 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any broadcasts from its Venue to a pre-selected potential audience for privacy purposes.

1.9 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.10 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

**2 TERM AND TERMINATION**

2.1 The term of this Agreement commences on the date hereof and continues until the four year anniversary of the Latest Install Date (the “Term”), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

2.5 Throughout the term of this agreement, LiveBarn will allow Venue Owner to remove any Venue and Surface from this agreement, as described in Schedule A, provided that the aforementioned Venue and/or surface has been decommissioned as an ice rink.

**3 EXCLUSIVITY**

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for the initial period of four (4) years, and all renewal periods, from the commencement date of the Term, and notwithstanding the termination of this Agreement by the Venue Owner, for any reason, LiveBarn shall have the absolute exclusivity to broadcast Content from each of the Ice Rink Sheets using unmanned operated cameras. For greater certainty, the said exclusivity shall apply for the four (4) year period even if the Venue Owner elects to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Broadcast Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

**4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE**

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Broadcast Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Broadcast Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Broadcast Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com) as soon as it becomes aware of any interruption or malfunction with the Automated Online Broadcast Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

**5 NOTICE TO PUBLIC**

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn broadcasting at the Venue and requiring such parties to notify all their users of the Venue of this.

## **6 MARKETING**

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30 minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

## **7 GENERAL**

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$5,000,000 of General Liability Insurance, \$2,000,000 in Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will be named as additionally insured, with its name and location included.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com), [fmiller@livebarn.com](mailto:fmiller@livebarn.com), [ray@livebarn.com](mailto:ray@livebarn.com), and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties, and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the Province of Saskatchewan. Any disputes shall be heard in the courts of the city of Prince Albert.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

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

VENUE OWNER

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

Print Name:

Date:

### **SCHEDULE A (REQUIRED)**

Venue Name and Address:

Name of Each Rink:

(i.e. Rink #1 or Main Rink)

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

Primary Contact - Venue General  
Manager or Decision Maker:

Name:

Work Number:

Cell Phone:

Email Address:



**RPT 23-153**

**TITLE:** Prince Albert Pulp Sponsorship Agreements

**DATE:** April 6, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That the Alfred Jenkins Field House Sponsorship Agreement with Prince Albert Pulp Inc. in the amount of \$3000.00 per year for (3) years beginning May 1, 2023 through March 31, 2026 be approved.
2. That the Lake Land Ford Park Sponsorship Agreement with Prince Albert Pulp Inc. in the amount of \$3000.00 per year for (3) years beginning May 1, 2023 through December 31, 2025 be approved.
3. That the Mayor and City Clerk be authorized to execute the attached sponsorship agreements on behalf of the City of Prince Albert.

**TOPIC & PURPOSE:**

Prince Albert Pulp Inc. has agreed to support the Alfred Jenkins Field House and Lakeland Ford Park under the Naming Rights and Sponsorship Policy. This report is to get authorization for the Mayor and City Clerk to execute the agreements.

**BACKGROUND:**

The Alfred Jenkins Field House Sponsorship Plan was approved by the Budget Committee on November 24, 2016 as per Motion 0207.4 under the Naming Rights and Sponsorship Policy - #71 April 13, 2015.

These agreements have been developed using the Naming Rights and Sponsorship Policy and the Alfred Jenkins Field House Sponsorship Plan in collaboration with the Director of Community Services.

The Alfred Jenkins Field House Sponsorship Plan continues to generate external revenue. This money will go towards upgrades to the field house. The Alfred Jenkins Field House has a large potential for revenue generation through sponsorship. With more corporations getting exposure through the facility, the value of sponsorship in the building will be evident and should result in more opportunities for revenues.

Since 2016, the Alfred Jenkins Sponsorship Plan has generated \$119,350 for improvements at the center.

The City of Prince Albert and Prince Albert Slo-Pitch league operates under a License Agreement for Lakeland Ford Park. In 2016 the League and Community Services Department developed a Sponsorship Plan which has been successful in securing sponsorship funds to support facility and equipment upgrades.

Naming Rights to the park, all 7 diamonds and a washroom/ concession building all have sponsorship components resulting in \$31,000 being available annually for improvements. These improvements have included shale replacement on all diamonds, construction of a new washroom building, some fencing repairs and improved security in the concession building. Recently a request was made from the PA Slo-Pitch League Reserve for steel tables in the concession area of the park.

Since 2016, the Lakeland Ford Park Sponsorship Plan has generated \$205,500 for improvements at the ballpark.

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

Prince Albert Pulp Inc. has agreed to be a sponsor at AJFH with signage at the facility for \$3000.00 per year for 3 years (\$9000.00). Prince Albert Pulp Inc. has also agreed to be the sponsor of diamond #6 at Lakeland Ford Park for \$3000.00 per year for 3 years (\$9000.00).

#### **CONSULTATIONS:**

- The Director of Community Services and Recreation Manager have been consulted in the preparation of these agreements.
- Trevor Gunville, Prince Albert Slo-Pitch League
- Kelvin Winge, Senior Construction Manager, Prince Albert Pulp Inc.
- Heather Walker, Project Administrator, Prince Albert Pulp Inc.

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

The City will execute these agreements with website notification and signage installation.

**POLICY IMPLICATIONS:**

The agreements follow the Naming Rights and Sponsorship Policy-#71 April 13, 2015 and the Alfred Jenkins Field House Sponsorship Plan – Budget Committee November 24, 2016 Motion 0207.4.

**FINANCIAL IMPLICATIONS:**

As per the Naming Rights and Sponsorship Policy, all monies realized through this plan (\$9000.00) will be put towards capital improvements at the Alfred Jenkins Field House and (\$9000.00) for the PA Slo-Pitch League to continue to improve the facility at Lakeland Ford Park.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no Privacy Implications or Official Community Plan implications.

**STRATEGIC PLAN:**

The report aligns with the Strategic Priority of Promoting a Progressive Community.

These sponsorship dollars will allow the City to build up the Alfred Jenkins Field House and Lakeland Ford Park Reserve. This Reserve is for future required maintenance and upgrades. These funds will be invested in the AJFH and Lakeland Ford Park, reducing the implication on residential property taxes.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. 2023 Prince Albert Pulp Inc. - Lakeland Ford Park Sponsorship Agreement
2. 2023 Prince Albert Pulp Inc. AJFH Sponsorship Agreement

Written by: Duane Krip, Marketing & Sponsorship Coordinator

Approved by: Jody Boulet, Director of Community Services

## Sponsorship Agreement

**THIS AGREEMENT** made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

**BETWEEN:**

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

-and-

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

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

**AND WHEREAS** the City has identified sponsorship opportunities at Lakeland Ford Park located within the Pehonan Parkway, used by the Prince Albert Slo-Pitch League;

**AND WHEREAS Prince Albert Pulp Inc.** is interested in providing sponsorship to Lakeland Ford Park in exchange for certain promotional and marketing opportunities being made available to it.

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

**ARTICLE 1: GRANT OF LICENSE**

1.1 The City hereby grants to **PRINCE ALBERT PULP INC.** permission and license to create, install and maintain signage on diamond number 6 at Lakeland Ford Park in the Pehonan Parkway for the purposes and pursuant to the terms and conditions as outlined in Article 3.1 herein.

## **ARTICLE 2: CITY OF PRINCE ALBERT UNDERTAKINGS**

- 2.1 The City of Prince Albert undertakes and agrees with **PRINCE ALBERT PULP INC.** that, upon execution of this Agreement by both Parties, it shall do the following:
- a) Provide space to install advertising at Lakeland Ford Park at the diamond as determined in Article 1.2 above at PRINCE ALBERT PULP INC. cost as indicated in Article 3 below.

## **ARTICLE 3: PRINCE ALBERT PULP INC. UNDERTAKINGS**

- 3 **PRINCE ALBERT PULP INC.** undertakes and agrees with the City that they shall create, install and maintain signage as follows at the diamond as indicated in Article 1.2 at Lakeland Ford Park within the Pehonan Parkway:
- a) **Back Stop Signage** – One (1) 4' high X 8' long double sided sign that will be mounted in a prominent position on the back stop of the diamond indicated in Article 1.2.
  - b) **Outfield Signage** – 2 (two) 4' high X 8' long, double sided signs that will be mounted in the outfield of the diamond indicated in Article 1.2. One will be in left field, one will be in right field.

## **ARTICLE 4: MAINTENANCE AND REPAIR**

4. **PRINCE ALBERT PULP INC.** shall be responsible for the installation, maintenance and repair of all sign structures, specifically PRINCE ALBERT PULP INC. shall:
- a) Supply all personnel, tools, equipment, materials and incidentals necessary to keep all signage in a presentable appearance to the satisfaction of the City;
  - b) Keep, repair or improve the appearance of any signage within 72 hours of receiving written notice from the City indicating that the sign does not meet these standards as to the state of repair, cleanliness, or appearance of the signage;
  - c) Have the sole responsibility of installing all advertising material;

## **ARTICLE 5: ADVERTISING CONTENT**

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

## **ARTICLE 6: DURATION**

- 6 This agreement is for a period of 3 years beginning upon signing of this agreement in the year 2023, throughout the period ending December 31, 2025. The agreement begins upon signing with payment as indicated in Article 7.

## **ARTICLE 7: SPONSORSHIP FEE**

- 7 In consideration of the signage provided in Article 3.1, **PRINCE ALBERT PULP INC.** agrees to provide support in the form of financial consideration totaling \$9000 in cash as follows:
- i) May 1, 2023 – a sum of Three Thousand Dollars (\$3000.00) plus applicable GST for 2023;
  - ii) May 1, 2024 - a sum of Three Thousand Dollars (\$3000.00) plus applicable GST for 2024;
  - iii) May 1, 2025 – a sum of Three Thousand Dollars (\$3000.00) plus applicable GST for 2025.

## **ARTICLE 8: RIGHT OF RENEWAL**

- 8 Upon the expiration of this agreement, subject to being in good standing, **PRINCE ALBERT PULP INC.** has the right to renew the agreement with the City of Prince Albert, subject to be negotiated financial considerations to the satisfaction of both parties.

## ARTICLE 9: TERMINATION

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

## ARTICLE 10: ASSIGNMENT

- 10 The rights and privileges of **PRINCE ALBERT PULP INC.** may only be assigned upon obtaining the written consent of the City, which consent may be withheld without the giving of reasons therefore.

## **ARTICLE 11: NOTICE**

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

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

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

### **Prince Albert Pulp Inc. Inc. (PRINCE ALBERT PULP INC.):**

Attn: Choong Wi Tan, Director  
PO Box 3001 Prince Albert, SK S6V 5T5  
306-764-1521

## **ARTICLE 12: MODIFICATION**

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

## **ARTICLE 13: GENERAL**

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

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

**CITY OF PRINCE ALBERT**

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

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

**IN WITNESS WHEREOF Unified Parts Group Inc. (PRINCE ALBERT PULP INC.)** 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., 201\_\_\_\_\_.

**PRINCE ALBERT PULP INC.**

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

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

## Sponsorship Agreement

**THIS AGREEMENT** made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

**BETWEEN:**

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

-and-

**PRINCE ALBERT PULP INC.** A body corporate, having an office in  
Saskatoon, in the Province of Saskatchewan, (hereinafter referred to  
as **Prince Albert Pulp Inc.**)

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

**AND WHEREAS** the City has identified Sponsorship opportunities within the Alfred Jenkins Field House, 2787 – 10<sup>th</sup> Avenue West, Prince Albert, SK.

**AND WHEREAS Prince Albert Pulp Inc.** is interested in providing sponsorship to the Alfred Jenkins Field House in exchange for certain promotional and marketing opportunities being made available to it.

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

### **ARTICLE 1: GRANT OF LICENSE**

1.1 The City hereby grants to **Prince Albert Pulp Inc.** permission and license to create, install and maintain signage as indicated within at Alfred Jenkins Field House for the purposes and pursuant to the terms and conditions as outlined in Article 3.1 herein.

### **ARTICLE 2: CITY OF PRINCE ALBERT UNDERTAKINGS**

2.1 The City of Prince Albert undertakes and agrees with **Prince Albert Pulp Inc.** that, upon execution of this Agreement by both Parties, it shall do the following:

- a) Provide space to install advertising at Alfred Jenkins Field House at Prince Albert Pulp Inc.'s cost as indicated in Section 3.1 below.

### **ARTICLE 3: PRINCE ALBERT PULP INC. UNDERTAKINGS**

- 3.1 **Prince Albert Pulp Inc.** undertakes and agrees with the City that they shall create, install and maintain signage as follows at the Alfred Jenkins Field House:
  - a) **Signage** – one (1) sign to be installed at the AJFH. Location and size to be determined.
- 3.2 Any variation in the signage descriptions as listed above is to be approved by the City of Prince Albert.
- 3.3 **Prince Albert Pulp Inc.** provides concepts and artwork to the City of Prince Albert for approval subject to Article 5.

### **ARTICLE 4: MAINTENANCE AND REPAIR**

- 4. **Prince Albert Pulp Inc.** shall be responsible for the installation, maintenance and repair of all sign structures, specifically Prince Albert Pulp Inc. shall:
  - (a) Supply all personnel, tools, equipment, materials and incidentals necessary to keep all signage in a presentable appearance to the satisfaction of the City;
  - (b) Keep, repair or improve the appearance of any signage within 72 hours of receiving written notice from the City indicating that the sign does not meet these standards as to the state of repair or appearance of the signage;
  - (c) Have the sole responsibility of installing all advertising material;

### **ARTICLE 5: ADVERTISING CONTENT**

- 5. During the term of this agreement, **Prince Albert Pulp Inc.** shall have the exclusive right to display advertising on the signage within this agreement, specifically, **Prince Albert Pulp Inc.** shall be required to:
  - (a) Compliance with the Canadian Code of Advertising Standards;
  - (b) Presenting portrayals of individuals or groups in a manner which is not demeaning or derogatory ;

- (c) Displaying advertising copy that is of acceptable, high moral standard and is not contrary to public order and good taste;

#### **ARTICLE 6: DURATION**

- 6 This agreement is for a period of 3 years beginning May 1<sup>st</sup>, 2023, through April 30, 202.

#### **ARTICLE 7: SPONSORSHIP FEE**

- 7 In consideration of the signage provided in Article 3.1, **Prince Albert Pulp Inc.** agrees to pay the following sponsorship fee to the City of Prince Albert:
  - i) May 1<sup>st</sup>, 2023 – a sum of Three Thousand Dollars (\$3000.00) plus applicable GST for 2023.
  - ii) May 1<sup>st</sup>, 2024 – a sum of Three Thousand Dollars (\$3000.00) plus applicable GST for 2024.
  - iii) May 1<sup>st</sup>, 2025 – a sum of Three Thousand Dollars (\$3000.00) plus applicable GST for 2025.

The City of Prince Albert will issue invoices to **Prince Albert Pulp Inc.** 30 days prior to the dates indicated above.

#### **ARTICLE 8: RIGHT OF RENEWAL**

- 8 Upon the expiration of this agreement, subject to being in good standing, **Prince Albert Pulp Inc.** has the right to renew the agreement with the City of Prince Albert, subject to being negotiated to the satisfaction of both parties.

#### **ARTICLE 9: TERMINATION**

- 9.1 Any of the following occurrences or acts shall constitute an event of default by **Prince Albert Pulp Inc.** and shall be considered sufficient cause to terminate the agreement, specifically:
  - (a) If **Prince Albert Pulp Inc.** willfully breaks or neglects to observe or perform any of the terms of the agreement;
  - (b) If payments due to the City under the terms of the agreement are not processed within thirty (30) days of payment becoming due;

- (c) If the rights granted shall at any time be seized or taken in execution or in attachment by any creditor of **Prince Albert Pulp Inc.** or if **Prince Albert Pulp Inc.** becomes bankrupt or make any assignment of the contract in violation of the terms of the agreement.
- 9.2 If sufficient cause exists to justify such action, the City may provide notice to cancel the agreement and terminate all rights of **Prince Albert Pulp Inc.** by mailing through registered mail to **Prince Albert Pulp Inc.** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to **Prince Albert Pulp Inc.** all rights and privileges conferred on **Prince Albert Pulp Inc.** shall immediately cease and terminate, without prejudice to any other rights or remedies the City may have. The City shall also be entitled to recover any monies owing and likewise provide money back to **Prince Albert Pulp Inc.** on a pro-rata basis for monies already paid.
- 9.3 Notwithstanding anything contained herein, the City may, at any time during the term of the agreement, upon giving thirty (30) days' notice to Prince Albert Pulp Inc. (to remedy any situations) terminate the agreement if the City is of the opinion that the services supplied by Prince Albert Pulp Inc. are not of a standard acceptable to the City.
- 9.4 Termination may be given by either party for any other reason by six (6) months written notice.
- 9.5 This Agreement, the parties agree that the Licensee shall be responsible for the removal of the signage structures upon termination of this Agreement and the site be restored to its original condition.

#### **ARTICLE 10: ASSIGNMENT**

- 10 The rights and privileges of **Prince Albert Pulp Inc.** may only be assigned upon the consent of the City.

#### **ARTICLE 11: NOTICE**

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

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

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

**PRINCE ALBERT PULP INC.:**

Attn: Choong Wi Tan, Director, Prince Albert Pulp Inc. or Designate,  
PO Box 3001 Prince Albert, SK S6V 5T5  
306-764-1521

**ARTICLE 12: MODIFICATION**

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

**ARTICLE 13: GENERAL**

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

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

**CITY OF PRINCE ALBERT**

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

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

**IN WITNESS WHEREOF Prince Albert Pulp Inc.** 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., 201\_\_\_\_\_.

**PRINCE ALBERT PULP INC.**

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

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



***RPT 23-157***

**TITLE:** Cooke Municipal Golf Course Improvements

**DATE:** April 12, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

That the 2023 Golf Course Pathway Improvement Plan, as attached to RPT 23-136, be approved.

**ATTACHMENTS:**

1. Cooke Municipal Golf Course Improvements (RPT 23-136)

Written by: Golf Course Advisory Committee

**RPT 23-136**

**TITLE:** Cooke Municipal Golf Course Improvements

**DATE:** March 27, 2023

**TO:** Golf Course Advisory Committee

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

That the 2023 Golf Course Pathway Improvement Plan, as attached to RPT 23-136, be approved.

**TOPIC & PURPOSE:**

The purpose of the report is to provide an update regarding Golf Course Improvements.

**BACKGROUND:**

The Golf Course Advisory Committee Work Plan was forwarded to City Council for approval following the February 28<sup>th</sup>, 2023 Advisory Committee meeting. City Council subsequently approved the Work Plan at the March 6<sup>th</sup>, 2023 meeting.

The approved Work Plan provides an outline of the main areas of consideration for the Golf Course Advisory Committee. An update regarding the Golf Course Improvements is scheduled for consideration at the April 6<sup>th</sup>, 2023 Golf Course Advisory Committee meeting.

**PROPOSED APPROACH AND RATIONALE:**

As recommended by the Golf Course Advisory Committee, the following was approved to be allocated to the Golf Course Improvements Reserve as part of the 2023 Budget:

- Annual Sponsorship Funding for Cooke Municipal Golf Course to the Golf Course Improvements Reserve. This is confirmed to be \$91,000 in 2023.
- \$60,000 of the annual revenue generated through Pathway Fees and Cart Rentals will

be allocated to the Golf Course Improvements Reserve for the purpose of Pathway Reconstruction and Repair.

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

Areas of focus for Golf Course Improvements includes Pathway Reconstruction & Repair, Forestry Maintenance & the Bunker Renovation Plan.

### Golf Course Pathway Improvements

There is a significant deficit with respect to reconstruction & repair to the network of pathways. The 2022 Season represented the 19<sup>th</sup> year since any paving improvements were completed on the golf course. \$50,000 was approved in the 2022 budget to assist with the designated improvements. The goal is for annual funding to be provided in support of pathway improvements in consultation with the Golf Course Advisory Committee.

2022 Pathway Plan completed as attached.

- This area serves as one of the most highly visible and travelled intersections.
- With the completion of the renovations to the pond and green on hole 5, paving of the paths occurred to finish the project.
- Total cost for 2022 was \$40,269.57. The remaining \$9,730.43 will be carried forward to 2023 for Pathway Improvements.

2023 Pathway Plan attached:

- This area is another highly visible and frequently travelled intersection by golfers and the Golf Course staff.
- Shifting the path to the South on hole 18 once it is passed the forward tee allows for the connection to the existing path and the elimination of the sections of asphalt that are deteriorating on the existing path.
- \$60,000 was approved for Pathway Improvements in the 2023 Budget. Once combined with the \$9,730.43 in Carry Forward funds there is a total of \$69,730.43 available for Pathway Improvements in 2023.

As the annual funding allocation is available Management will continue to recommend pathway improvements utilizing the existing budget.

## Forestry Maintenance

An assessment of the Forestry Maintenance work required on the golf course was completed in 2022. As a result of the assessment, over \$130,000 in Forestry Maintenance was completed last Fall through the Community Services Department Operating Budget following the closure of the golf course for the season. The forestry work was prioritized by trees experiencing structural issues, damage and disease. Pruning was also completed by the City's Forestry Crew on holes 11 & 14.

Attached is a copy of the Map outlining the work completed in 2022 and the work forecasted for 2023 – 2025.

Management is currently reviewing the implementation of other preventative measures:

- Fire prevention work along the exterior of the course adjacent to the rail line. This will include consultation with the Fire Dept, Bylaw & Sanitation.
- A danger tree survey will be completed every 1 – 2 years to identify potential public safety risks on the golf course. Due to annual weather events and the presence of Poplar Borer, structural issues can occur each year and it is important to complete this assessment on a frequent basis in order to plan the necessary resources to address any identified issues.
- A Dutch Elm Disease survey will be completed each season along with the continued monitoring for other forest health threats such as Emerald Ash Borer, European Elm Scale & LDD Moth.

Further updates will continue to be provided regarding the forecasted work on an annual basis.

## Bunker Renovation Plan

The Bunker Renovation Plan was approved in 2019. A copy of the approved plan is attached.

Currently there are 29 bunkers on the golf course. The goal will be to reduce the total number while still maintaining the integrity of the golf course. It is proposed to reduce the current inventory by 38% down to 18 reconstructed bunkers to reduce the amount of resources required.

A Request for Proposals was issued in 2022 to determine the funding required for Phase I. Two bids were received ranging from \$355,000 - \$388,000. Sufficient funds do not exist at this time to proceed. Management will continue to source out external partnerships to assist with the project completion.

In the Fall of 2022, the turf care staff had an opportunity to improve the ongoing bunker situation. As a result, three bunkers were impacted including two on hole three and one on

hole ten.

On hole three, the east bunker 55 yards from the green was renovated by softening the surrounding mounding and transitioning it to a grass bunker. The long-term bunker renovation plan shows this as a sand bunker, which continues to remain the intention, however in the short term it was determined this would be an improvement to what existed.

The bunker on the west side of the hole 90 yards from the green was removed with the area contoured to allow for an extension of the existing fairway. This provides a wider landing zone and opportunity to increase the area of cart egress to the path at the green site.

On hole 10, the existing bunker was renovated by softening the surrounding mounding to allow for mowing of the area. This area will also be converted to a grass bunker similar to the east side of hole three.

A copy of the locations on hole 3 & 10 is attached. Further updates will continue to be provided regarding potential funding sources, partnerships, sponsorship & in-kind services in support of the Bunker Renovation Project.

#### **CONSULTATIONS:**

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

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

Upon approval of the recommendations, Management will proceed as directed and provide a further update to the Golf Course Advisory Committee at the next meeting on August 31<sup>st</sup>.

#### **FINANCIAL IMPLICATIONS:**

Below is the projected balance of the Golf Course Improvements Reserve ending with the 2022 Season and the projected balance at the end of 2023.

##### Golf Course Improvements Reserve

	<u>2022</u>	<u>2023</u>
<b>Beginning Balance</b>	<b>(\$188,874.14)</b>	<b>(\$210,623.57)</b>
Transfer to Reserve – (Surplus)/Deficit	(\$22,278)	(\$44,000)
Sponsorship	(\$79,250)	(\$91,000)

Elks Club Donation	(\$26,000)	\$0
Pathway Fees & Cart Rentals	(\$50,000)	(\$60,000)
Repair of Stonewall & Tee Signs	\$50,509	\$14,491
Pathway Reconstruction & Repair	\$40,269.57	\$69,730.43
Long-term Debt Payment – Irrigation	\$65,000	\$68,000
<b>Projected Balance</b>	<b>(\$210,623.57)</b>	<b>(\$253,402.14)</b>

It is important to note that 2022 represented the last year of the Elks Club Donation.

The Improvements Reserve is projected to have a balance of \$253,402.14 at the end of 2023.

As indicated above, over \$130,000 in Forestry Maintenance work was completed in the Fall of 2022 through the City's Forestry Budget within the Community Services Department.

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

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

#### **STRATEGIC PLAN:**

The report aligns with the Strategy Priority of Promoting a Progressive Community by continuing to invest in infrastructure improvements with the goal of increasing Prince Albert's event hosting capacity.

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

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

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

#### **PUBLIC NOTICE:**

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

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

**ATTACHMENTS:**

1. 2022 Pathway Improvements
2. 2023 Pathway Improvements
3. 2022 - 2025 Forestry Improvements
4. Bunker Renovation Plan
5. 2022 Fall Bunker Renovation Work

Written by: Jody Boulet, Director of Community Services

Approved by: City Manager







# Phasing Plan

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

# Bunker Renovation Plan - Project Summary

## Phase 1

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

- Hole 4**
- Greenside bunker front and back right reconstructed
  - Remove right bunker - create area to direct balls back into play or slow from going into bush

- Hole 7**
- Add fairway bunker 50yds right side short of green
  - Covert grass bunker to sand bunker left greenside
  - Renovate back right grass bunker

- Hole 8**
- Remove front center bunker (replace with soft roll)
  - Convert grass bunker back right into sand bunker

- Hole 15**
- Reconstruct right greenside bunker
  - Grass bunker left side greenside remains

- Hole 16**
- Reconstruct front left greenside bunker
  - Replace right greenside bunker with low-mow grass swale

- Hole 17**
- Remove left greenside bunkers
  - Reconstruct front right bunker
  - Combine two back bunkers into one bunker

## Phase 2

- Hole 6**
- Remove fairway bunkers both right and left side
  - Renovate right greenside grass bunker (remove front 1/3<sup>rd</sup> portion)

- Hole 9**
- Remove fairway bunker right side
  - Add new fairway bunker left side

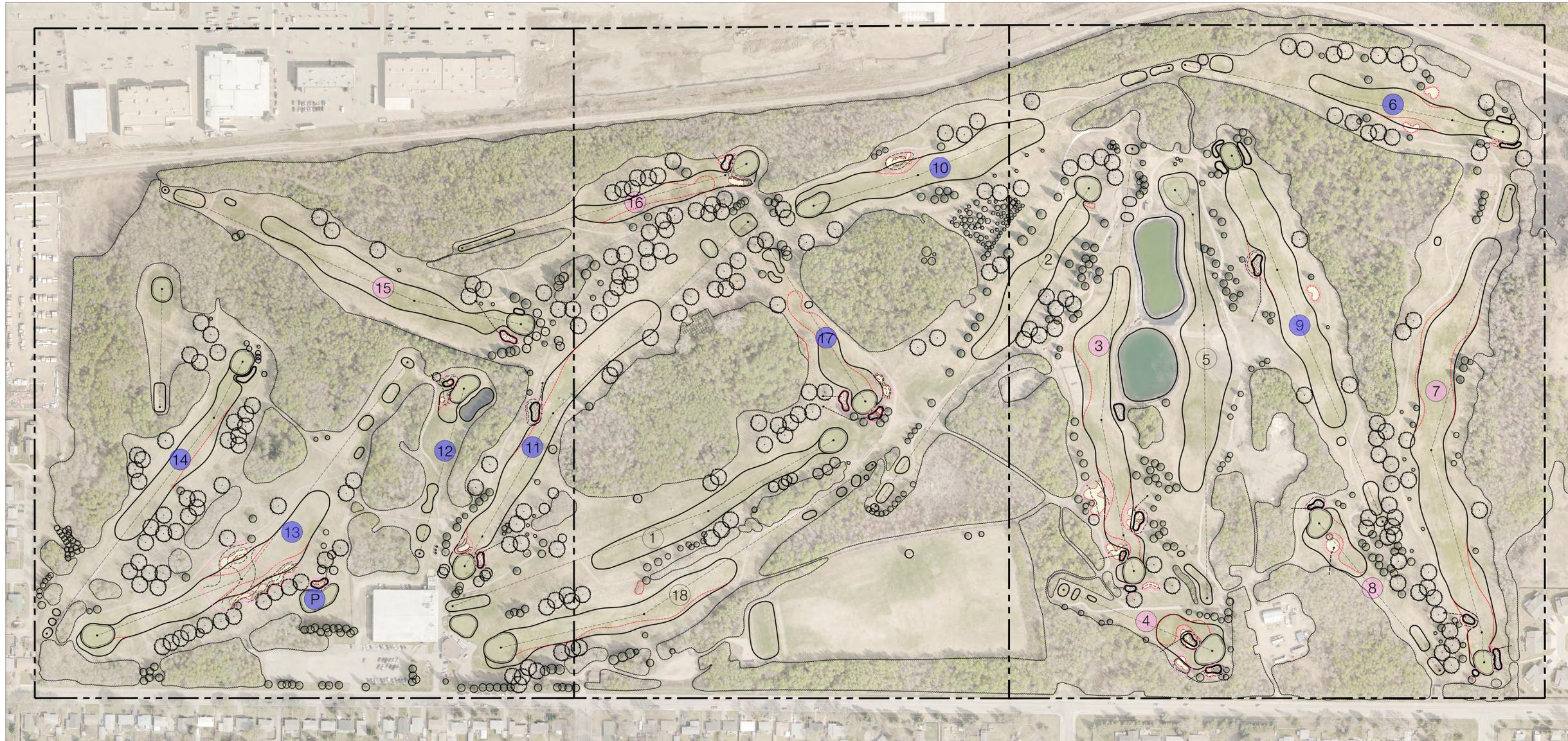
- Hole 10**
- Remove fairway bunker

- Hole 11**
- Add fairway bunker right side
  - Reconstruct left greenside bunker
  - Replace right greenside bunker with low-mow swale

- Hole 12**
- Remove front pot bunker and replace with expanded low-mow approach
  - Reconstruct back left greenside bunker

- Hole 13**
- Remove fairway bunkers and enhance surface drainage in fairway

- Practice Facility**
- Reconstruct greenside bunker



### general notes:

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



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

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

project **Cooke Municipal Golf Course**

drawn **wbh** checked **wbh** approved **wbh**

project # **19.1004** date **2022/03/24**

drawing **Phasing Plan**



sheet **L0.11**

**HOLE 3**



**HOLE 10**



**TITLE:** Prince Albert Golf and Curling Centre - Donation Receipt Approval for "Rock the House" Donation Campaign

**DATE:** **April 3, 2023**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That City Administration be authorized to issue tax deductible donation receipts to contributors of the Prince Albert Golf and Curling Centre's "Rock the House" donation campaign; and
2. That the amount of the donation receipt be reduced by any portion that may be deemed a benefit to the contributor as determined by City Administration; and
3. That the mayor and City clerk be authorized to execute any contracts or documents on behalf of the City, as required.

**TOPIC & PURPOSE:**

The purpose of this report is to request City Council's approval to issue Tax Deductible Donation receipts to contributors of the Prince Albert Golf and Curling Centre's (PAG&CC) "Rock the House" donation campaign.

**BACKGROUND:**

On March 27, 2023, City Administration received a letter from the PAG&CC requesting that the City issue tax receipts for contributions to the PAG&CC (Appendix A) as part of their "Rock the House" donation campaign (see Appendix B for additional details). The PAG&CC curling rocks were purchased in 1993 and they require reconditioning or inserts. The total estimated cost is approximately \$40,000. The PAG&CC is hoping to raise this money through the Rock the House donation campaign over a two year period.

## **PROPOSED APPROACH AND RATIONALE:**

### Tax Deductible Donation Policy

The City of Prince Albert has Policy No. 7 (Tax Deductible Donation Policy and Procedure - attached) that discusses the requirements for issuing donation receipts. In summary, the policy allows the City to issue tax deductible donation receipts for donations made that fall within the definition of "Beneficial to the Community". The portion of the definition that would apply in this case is as follows: Donations made to assist with the operations of a civic facility, either paid directly to the managing organization (PAG&CC) or to the City. While the City doesn't own the PAG&CC facility, we have been long-standing partners and operate under a Lease Agreement. The City is a substantial partner in the facility and fundraising initiatives such as the one referenced in their request will assist PAG&CC with continuing their operations.

In the letter received from the PAG&CC (Appendix A), they indicate that they believe they fall within the definition of "Beneficial to the Community."

### Requirements & Guidelines

The City's Policy No. 7 was based upon the guidelines provided by Canada Revenue Agency (CRA). City Administration has reviewed these guidelines and policies related to the issuance of donation receipts related to this request. A review of CRA guidelines indicates that the City has the ability to issue donation receipts if the City is able to demonstrate control over the use of the money. Control includes, but is not limited to, the following:

- What goods and services will be purchased from the funds raised;
- Who will benefit from the activity; and
- When the activity will begin and end.

To demonstrate control the CRA recommends the following (note that these are recommendations only, control can be demonstrated even if all these are not implemented):

- Create a written agreement specifying the City's requirements from PAG&CC in order for donation receipts to be issued;
- Communicate a clear, complete, and detailed description of the requirements from the PAG&CC;
- Monitor and supervise the "Rock the House" donation campaign by requiring regular reporting on donations received and support for how the funds were spent;
- Arrange for the PAG&CC to either keep the "Rock the House" funds in a separate bank account or account for them separately in their books and records,

Upon City Council's approval to issue donation receipts for the PAG&CC "Rock the House" donation campaign, City Administration will work with the PAG&CC to ensure that CRA requirements are met and that City of Prince Albert Policy No. 7 is followed.

**CONSULTATIONS:**

Financial Services consulted with the Director of Community Services and PAG&CC when preparing this report.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Upon City Council's decision with respect to the request by the PAG&CC, City Administration will contact the PAG&CC and inform them of that decision.

Administration will provide a copy of the City's current policy (Policy No. 7 – Tax Deductible Donation Policy and Procedure) and/or a written agreement to be entered into between the City and the PAG&CC to ensure that proper records are maintained to ensure the funds are used for the purpose that City Council approved would be "Beneficial to the Community."

**POLICY IMPLICATIONS:**

This recommendation is in line with the City's Policy No. 7 as it has been determined that the definition of "Beneficial to the Community" has been met, and the procedures outlined in Section 7 of the policy are being followed.

**FINANCIAL IMPLICATIONS:**

There are no financial implications to the City regarding this request. The funds received will be for the PAG&CC's "Rock the House" donation campaign and not available to the City. Outside of Administrative time to prepare applicable agreements and monitor the collection of monies, there are no costs to the City.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There is no privacy, official community plan implications or other considerations or options to the recommendation.

**STRATEGIC PLAN:**

Area of Focus - Economic Diversity and Stability: The recommendation achieves Council's direction of developing and maintaining existing amenities and infrastructure in Prince Albert that will in turn promote economic growth and tourism.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

Appendix A – Letter from Prince Albert Golf and Curling Centre

Appendix B – Rock the House Donation Package

Appendix C – City of Prince Albert Policy No. 7 (Tax Deductible Donation Policy and Procedure)

Written by: Briane Vance, Senior Accounting Manager

Approved by: Director of Financial Services & City Manager

# PRINCE ALBERT

GOLF AND CURLING CENTRE

March 27, 2023

Dear: Jody Boulet  
Director of Community Services  
City of Prince Albert

The Prince Albert Golf & Curling Centre has been an integral part of the fabric and history of Prince Albert for over 55 years. PAG&CC continues to host numerous Provincial and National events which provide a significant economic spin off for local businesses, the most recent the Canadian Mixed National Championships in November 2022. PAG&CC has provided a great source of fun, memories, pride, and enjoyment within our community. It is our mission to provide a welcoming, accessible, year-round environment for people of all ages and abilities to build friendships, sportsmanship and skill development through sports, social and leisure opportunities.

As our building and equipment ages, operational costs such as labour, utilities, and insurance continue to increase, we are finding it more difficult to make building improvements and update accessibility within the facility.

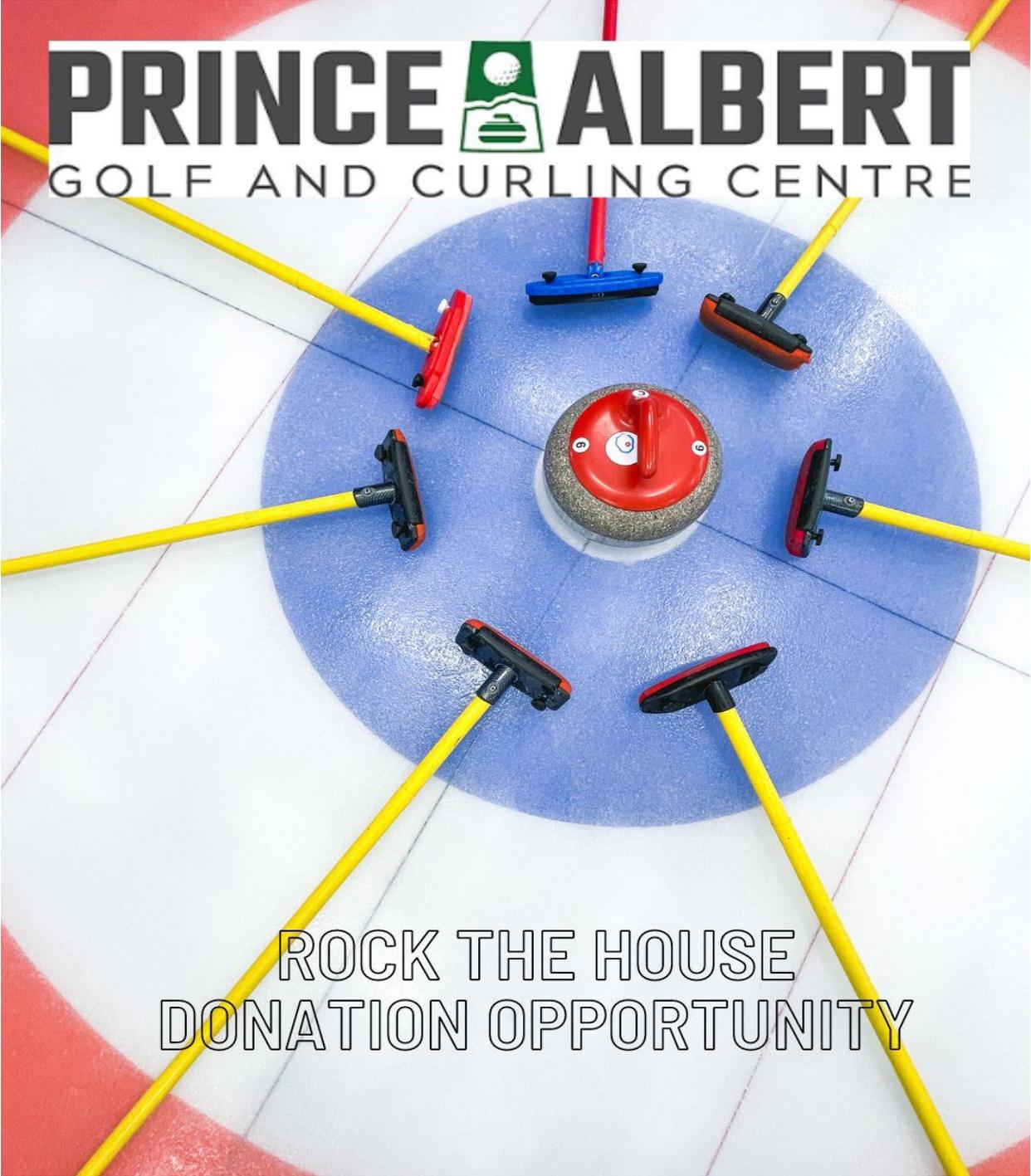
We are currently exploring various fundraising initiatives and feel we fall within the definition of "beneficial to the community". We would like to request City Issued Tax Receipts for contributions directed to the Prince Albert Golf and Curling Club through our "Rock the House" donation campaign (information attached). Our curling rocks were purchased in 1993 and they need reconditioning or inserts, which has an approximate cost \$40,000. We are hopeful to sell out this Rock Program over a two-year period.

Thank you for your consideration in this matter.

On behalf of the PAG&CC Board of Directors,

Mel Kelley  
President  
306-930-9088

900 22<sup>nd</sup> St. East Prince Albert, SK S6V 1P1  
[pagcc@sasktel.net](mailto:pagcc@sasktel.net)  
306-765-5201



**PRINCE ALBERT**  
GOLF AND CURLING CENTRE

ROCK THE HOUSE  
DONATION OPPORTUNITY

PAGCC

*The Prince Albert Golf & Curling Centre has been an integral part of the fabric and history of Prince Albert for over 55 years. PAG&CC continues to host numerous Provincial and National events which provide a significant economic spin off for local businesses, the most recent the Canadian Mixed National Championships in November 2022. PAG&CC has provided a great source of fun, memories, pride, and enjoyment within our community. It is our mission to provide a welcoming, accessible, year-round environment for people of all ages and abilities to build friendships, sportsmanship and skill development through sports, social and leisure opportunities.*

*As our building and equipment ages, operational costs such as labour, utilities, and insurance continue to increase, we are finding it more difficult to make building improvements and update accessibility within the facility.*

*With this in mind, we have identified building enhancements, equipment upgrades and accessibility issues that will require a significant investment to ensure viability into the future. It is our goal to show donors how they can make the most of their contributions by offering various recognition programs.*

*At the Prince Albert Golf & Curling Centre, we value each and every donation we receive from our supporters and strive to provide a first class facility to members of our community.*

**PAGCC**

**PRINCE ALBERT GOLF & CURLING CLUB  
ROCK THE HOUSE**

SHEET 1		DATE/AMOUNT		DATE/AMOUNT
1				
2				
3				
4				
5				
6				
7				
8				
<b>SHEET 2</b>				
1				
2				
3				
4				
5				
6				
7				
8				
<b>SHEET 3</b>				
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4				
5				
6				
7				
8				
<b>SHEET 4</b>				
1				
2				
3				
4				
5				
6				
7				
8	RICK GRAHAM	\$500 DEC/21		

<b>SHEET 5</b>				
1				
2				
3				
4				
5				
6				
7				
8	GORD WIDGER	\$500 DEC/22		
<b>SHEET 6</b>				
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<b>SHEET 7</b>				
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<b>SHEET 8</b>				
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5 YEAR TERM  
 \$500 PER ROCK  
 ROCK HANDLE COST ENGRAVING  
 \$49.95 + taxes      \$1.25/LETTER

# PRINCE ALBERT

GOLF AND CURLING CENTRE

## ROCK HANDLE ENGRAVING

Recognize a loved one through the sport of curling by engraving a message on a rock handle.



**\$500/rock for a 5 year term + production.**

**Rock handle \$50**

**Engraving \$1.25/letter**

**Charitable donation receipt for \$500 donation only.**

# PAGCC

ROCK THE HOUSE DONATION RECEIPT

# \_\_\_\_\_

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

CREDIT CARD: \_\_\_\_\_

EXPIRY: \_\_\_\_\_

CVC: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

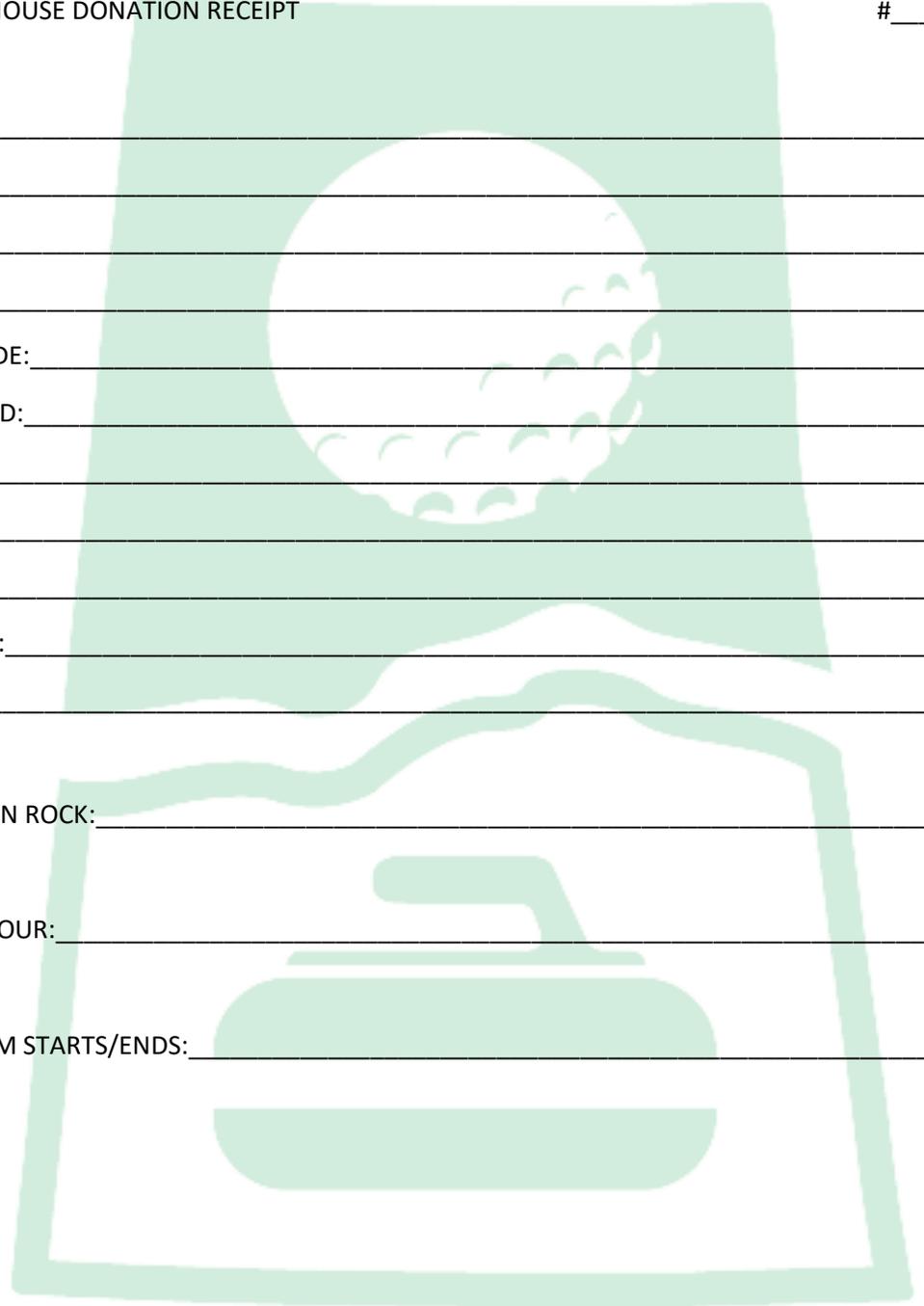
SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

MESSAGE ON ROCK: \_\_\_\_\_

ROCK / COLOUR: \_\_\_\_\_

5 YEAR TERM STARTS/ENDS: \_\_\_\_\_



PAGCC

<b>City of Prince Albert Statement of POLICY and PROCEDURE</b>			
Department:	Financial Services	Policy No.	<b>07</b>
Section:		Issued:	
Subject:	<b>Tax Deductible Donation Policy and Procedure</b>	Effective:	November 13, 2007
Council Resolution # and Date:	Council Resolution No. 0783 of Nov. 13, 2007	Page:	1 of 10
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Issued by:	Finance Manager	Dated:	
Approved by:	Acting Director of Financial Services		

## **1 POLICY**

1.01 The City, when requested, will issue a tax deductible donation receipt for any gift of money, or gift-in-kind (as outlined under paragraph 1280 of the CCH Canadian Accounting Handbook), paid directly to the City to be utilized for projects that fall within the definition of “Beneficial to the Community” (see Section 5, Paragraph 5.02), and which exceed \$10.00.

1.02 The Income Tax Act notes that gifts must involve “property”. Contributions of services (skills, time, or effort) are not considered “property” and will not receive a receipt unless the donor invoices the City or Organization receiving the service. The recipient must agree to pay for the service and the donor must be willing to return all, or a portion of, the payment as a gift.

For example, if a company completes work for an entity, their invoice should show the value of the work or service provided. It should then be revised to clearly identify the dollar amount of the donated contribution of service or goods, and the invoice should note that it is being “reduced” by the amount of the “donation”.

1.03 It will be the responsibility of Organizations, Individuals or City Departments requesting tax donation receipts, to track who is providing donations to them, and to provide that information in an organized format as required by City Administration.

1.04 Organizations from time to time will canvas the general public for donations for capital projects that have a capital impact on City Facilities. In those instances, City Administration will work with and act as “consultants” and may, when requested by the Organization and subject to City Council’s approval, participate in a limited capacity in the collection process. Administration will provide tax deductible donation receipts for donations if they meet the criteria as outlined in The Income Tax Act.

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## 2 PURPOSE

2.01 The intent of this policy is to provide a clear and concise understanding of what criteria must be followed in order to receive a tax deductible donation receipt from the City.

## 3 SCOPE

3.01 This applies to all external organizations, individuals or City departments requesting that the City provide a tax deductible donation receipt.

## 4 RESPONSIBILITY

4.01 It is the responsibility of all City Departments, Organizations and Individuals to comply with the requirements and guidelines noted in the attached document.

## 5 DEFINITIONS

5.01 **Benefit to the Community** is defined as:

1. Donations made to improve a civic facility that is owned by the City, but may not necessarily be operated by the municipality.
2. Donations made to assist with the capital development of a civic facility that will be owned by the City, but may not necessarily be directly operated by the municipality.
3. Donations made to assist with the operations of a civic facility either paid directly to the managing organization or to the City.

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4. Donations made to offset community service programs offered by various City departments. Examples would include programs such as Drug Abuse Resistance Education programs, or Fire Prevention and Education programs, playground programs, as well as other programs that are deemed to provide educational or recreational benefit to the community at large.

**5.02 Gifts**, as defined by The Income Tax Act are:

“Generally, a gift is made if all three conditions noted below are satisfied:

- a). some property - usually cash - transferred by a donor to a registered charity
- b). the transfer is voluntary, and
- c). the transfer is made without expectation of return. No benefit of any kind may be provided to the donor or to anyone designated by the donor.”

These criteria will be the basis for determining the eligibility of donations and whether or not the City will be issuing tax deductible receipts.

**5.03 Gift-in-kind** as noted under paragraph 1280 of the CCH Canadian Accounting Handbook requires the following:

*“Where the donation is a gift of property other than cash, a brief description of the donation must be provided along with an independent appraisal of the fair value of the “gift” provided in order to determine what the fair market value of that gift will be (paraphrased).”*

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## **6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE**

6.01 The Income Tax Act

6.02 CCH Canadian Accounting Handbook

6.03 Canada Revenue Agency Publications

T4063 - Registering a Charity for Income Tax Purposes;

RC 4108 - Registered Charities and the Income Tax Act; and

P113 - Gifts and Income Tax

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## **7 PROCEDURE**

### 7.01 Donations to Organizations that request City of Prince Albert Donation Receipts:

The City of Prince Albert is often requested to provide tax deductible donation receipts to individuals who give money or property to various community based organizations. In order to comply with the requirements of The Income Tax Act, the City **must** ensure that the money being donated to the Organization “benefits the community” as defined under the section Definitions, paragraph 5.01. The following procedure must be adhered to for all donation receiving requests identified under sections 7.03 to 7.06 inclusive, before the City will provide donation receipt(s):

- 1). An Organization must provide to City Administration a formal letter noting its mandate and how it intends to use the funds to “benefit the local community at large.
- 2). Administration receiving this request must provide a report to City Council forwarding the Organization’s formal letter as well as asking Council for their approval to provide Tax Deductible Donation receipts. The memo or letter must clearly identify the term for which the donation receipts will need to be provided, that is:
  - a) For one specific year only;
  - b). For a period of the current year until a specified end date; or
  - c). For an indefinite period beginning in the current year and not ending until further instructions are received.
- 3). Once City Council makes a decision with respect to the request, City Administration will contact the Organization and inform them of

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Council's decision. If Council agrees to provide Donation receipts, Administration will provide a copy of this policy noting the steps that must be followed and what information the City will require from them (as itemized below) in order to facilitate the timely production of tax donation receipts.

7.02 Donation Receipt Guidelines:

- Below is a table noting information the City requires from Organizations. All information is to be supplied in the format noted below. All fields in the table should be completed. This is an Excel spreadsheet and the City asks that Organizations, if possible, use the same software or a compatible program with similar formatting.

Name of Company Making a Donation	Last Name	First Name	Address	City	Prov	Postal Code	Donation Amount	Donated To:	Organ.'s Temporary Donation Receipt Number	Date Organ. Issued Temp. Receipt

- Organizations must provide **pre-numbered** receipts to their donors and those numbers should be noted in the spreadsheet provided to the City.
- Spreadsheets must be submitted to the City's Financial Services Department by January 31 of the following tax year. **The Organization will be expected to provide this list on their own initiative.** If the deadline passes before the Organization provides its information, the City cannot guarantee that the donation receipts will be processed by the February 28<sup>th</sup> deadline.

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4. The Organization must provide a total for all Donation monies received.
5. Organizations must simultaneously provide a copy of their spreadsheet to City Administration and a cheque for the total amount of donated dollars received and should note how the money is to be utilized by the City (see below).
  - a). If the donated money is to be allocated toward a multi-year loan or similar financial arrangement with the City, the revenue should be recorded as a reduction of the loan payable or other financial arrangement.
  - b). If the donated money is to be used in an alternate manner, once it is received and receipted, Financial Services will process a cheque payable back to the Organization for the same dollar amount paid to the City.

Financial Services will provide a cash receipt for the money received and will allocate the money based on the information provided by the Organization.

6. If a cheque and donation list is supplied by an Organization prior to or by the January 31 deadline noted under paragraph 3 and in advance of the City printing the donation receipts, City Administration will process payment back to the Organization by the next cheque printing date. Cheques should not be held by the City for a period that exceeds two weeks. However, if donation receipts can be completed under the two week deadline, the City will make every effort to simultaneously provide both the cheque and donation receipts to the Organization.
7. The City of Prince Albert will generate Tax Donation receipts before February 28<sup>th</sup> of the new year, and will contact the person identified as the Organization's contact individual once the receipts are printed. The City will keep a PDF copy of all tax donation receipts issued.
8. It will be the responsibility of the Organization to distribute the Tax Donation receipts to the donors noted on their spreadsheet.

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9. Donors, if they experience any problems receiving their respective Tax Donation receipts, should first contact the Organization they donated to before contacting the City. The Organization's contact person should be the only person corresponding with the City to avoid confusion or data entry errors from occurring.

7.03 Cash Payments received at City Hall:

- Cash donations received from any individual and submitted to the City must be provided to the cashier who will provide a receipt to the donor. A copy of that receipt will be kept in a Donations file in Financial Services. The cashier's receipt should note:
  - a). the dollar amount paid;
  - b). the name and address of the donor; and,
  - c). how the donor wants the money to be used (ie. Is it for a specific Community Services program or is it to be utilized for infrastructure rehabilitation or construction, etc.).
- The City will generate a numbered Tax Deductible Donation receipt to the person noted in this spreadsheet by February 28<sup>th</sup> of the preceding year and will keep a PDF copy of the receipt for future reference.

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#### 7.04 Requested Donations:

- Any money donated from someone's estate to the City, will follow the same procedures as outlined in 7.01 and 7.02 above **except** that the name of the donor should be recorded on the spreadsheet as the "Estate of ..." (for example, Estate of Robert Winterburn). All other requirements must be followed as noted above.
- Financial Services should be provided with a copy of the Notarized documents and letter from the Estate instructing where the money or donation is to be utilized in order to ensure that, in the future, the money is utilized for its intended purposes.
- A numbered Tax Deductible Donation receipt will be provided to the Estate by February 28<sup>th</sup> of the preceding year and the City will keep a PDF copy of the receipt for future reference.

#### 7.05 Gift-In-Kind Donations:

- In order for the City to issue a Tax Deductible Donation receipt for Gifts-in-Kind, a quantification of the fair market value of that gift(s) must be determined. In all situations, it is the responsibility of the entity receiving the gift-in-kind to contact an independent professional appraiser to provide an appraisal of the donation.
- Gifts-in-Kind should be recorded on a separate spreadsheet. Once the Appraisal is provided, the spreadsheet with a copy of the appraisal, must be submitted to Financial Services following the same format as noted under paragraph 7.02.

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- The City of Prince Albert will generate a numbered Tax Deductible Donation receipt to the person noted in this spreadsheet by February 28<sup>th</sup> of the preceding year and the City will keep a PDF copy of the receipt for future reference.

#### 7.06 Contributions of Services:

- As noted under the section “**Policy**”, paragraph 1.02, contributions of services (skills, time, or effort) are not considered “property” and will not receive a receipt unless the donor invoices the entity receiving the service. Organizations must agree to pay for the service and the donor must be willing to return all, or a portion of, the payment as a gift.

*As an example, if a company completes work for an entity, their invoice should show the value of the work or service provided. The invoice must be revised to clearly identify the dollar amount of the donated contribution of service or goods, and it should note that it is being “reduced” by the amount of the “donation”.*

- Organizations should keep a separate spreadsheet following the same format as noted under paragraph 7.02, recording all invoices they have received that identify contributions of service(s) and they must provide a copy of that invoice to City Administration for verification purposes.
- The City of Prince Albert will generate a numbered Tax Deductible Donation receipt to the person noted in this spreadsheet by February 28<sup>th</sup> of the preceding year and the City will keep a PDF copy of the receipt for future reference.



**RPT 23-143**

**TITLE:** Property Maintenance Bylaw Amendment - Bylaw No. 13 of 2023

**DATE:** March 29, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

That Bylaw No. 13 of 2023, a Bylaw of The City of Prince Albert to amend the Property Maintenance Bylaw, being Bylaw No. 10 of 2017, receive 3 readings.

**TOPIC & PURPOSE:**

This report contains a proposed change to a definition which would amend the Property Maintenance Bylaw No. 10 of 2017 to ensure consistency and clarity in its execution.

**BACKGROUND:**

The Property Maintenance Bylaw, Bylaw No. 10 of 2017, establishes a minimum standard for the maintenance and repair of buildings in the City of Prince Albert.

Within this Bylaw are a set of definitions and in particular “Inspector” was defined as:

*“Inspector” means The City of Prince Albert’s Chief Building Official or Building Inspector, The Prince Albert Police Services Bylaw Manager or Special Constable.*

**PROPOSED APPROACH AND RATIONALE:**

Each year administration reviews this Bylaw in response to conditions or changes to our processes, and if required, administration makes any necessary changes. This report reflects the proposed change to the definition that is required.

Since Bylaw Services has been moved over from the City Police to be the responsibility of the City of Prince Albert’s Bylaw Enforcement Officers, it has been noted that the definition of

Inspector required a change to include the current Officers responsible for enforcement.

The proposed amendment would be to delete Subsection 3(g) in its entirety; and, replace with the following Subsection 3(g):

- g) “Inspector” means The City of Prince Albert Bylaw Enforcement Supervisor, Bylaw Enforcement Officer or Building Inspector or designate.

**CONSULTATIONS:**

This amendment was discussed with the Chief Building Official and Director of Planning and Development Services.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Once approved the Property Maintenance Bylaw No. 10 of 2017 will be updated and placed on the City’s website.

**FINANCIAL IMPLICATIONS:**

Without the amendment to the definition our current Bylaw Officers will not be allowed to inspect and issue Orders and Fines under this Bylaw. The cost of not approving the amendment cannot be directly defined.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

The mandate of this report reflects the Strategic Plan’s Promoting a Progressive Community: Community Safety value: Ensure bylaws are understood, implemented and enforced.

**OFFICIAL COMMUNITY PLAN:**

Section 12 of the Official Community Plan recognizes safety as part of the City’s goals. The Property Maintenance Bylaw, which defines minimum standards, is a promotion of these goals.

**OPTIONS TO RECOMMENDATION:**

The option of not amending the definition will prevent the City’s Bylaw Officers from inspecting properties under this Bylaw.

**PUBLIC NOTICE:**

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

**PRESENTATION: N/A**

**ATTACHMENTS:**

1. Bylaw No. 13 of 2023

Written by: Trina Wareham, Bylaw Services Manager

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

# CITY OF PRINCE ALBERT BYLAW NO. 13 OF 2023

*A Bylaw of The City of Prince Albert to amend  
the Property Maintenance Bylaw, being Bylaw No.10 of 2017*

WHEREAS Section 8 of *The Cities Act*, enables a Council to pass a bylaw for purposes of establishing minimum standards for the safety, health and welfare of people and the protection of people and property;

AND WHEREAS it is deemed desirable to provide for the matters referred to above and to establish minimum standards for the states of repair and maintenance of existing buildings;

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

1. That Bylaw No. 10 of 2017, be amended in the manner hereafter set forth:
  - a) Section 3:
    - i) By deleting Subsection 3(g) in its entirety; and,
    - ii) Replace with the following Subsection 3(g):
      - g) "Inspector" means The City of Prince Albert Bylaw Enforcement Supervisor, Bylaw Enforcement Officer or Building Inspector or designate.
2. This Bylaw shall come into force and effect on, from and after the final passing thereof.

INTRODUCED AND READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023.

READ A THIRD TIME AND PASSED \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023.

\_\_\_\_\_  
MAYOR

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



***RPT 23-151***

**TITLE:** Residential Concept Plan - 2101 5th Avenue West

**DATE:** April 5, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

1. That the Residential Concept Plan submitted by Miller Contracting Ltd. for 2101 – 5<sup>th</sup> Avenue West, legally described as Lot 21, Block 2, Plan No. 99PA10819, Extension 1, be approved, subject to Public Consultation;
2. That Administration be authorized to hold a public meeting prior to June 30, 2023, to present the Residential Concept Plan; and,
3. That the feedback from the public meeting be presented for consideration at an upcoming Executive Committee meeting.

**ATTACHMENTS:**

1. Residential Concept Plan – 2101 5th Avenue West (RPT 23-139)

Written by: Executive Committee

**TITLE:** Residential Concept Plan - 2101 5th Avenue East

**DATE:** **March 28, 2023**

**TO:** Executive Committee

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That the Residential Concept Plan submitted by Miller Contracting Ltd. for 2101 5<sup>th</sup> Avenue West, Legally described as Lot 21, Block 2, Plan 99PA10819, Ext 1, be approved subject to public consultation;
2. That Administration be authorized to hold a public meeting prior to June 30, 2023, to present the Residential Concept Plan; and,
3. That the feedback from the public meeting be presented to Executive Committee for consideration.

**TOPIC & PURPOSE:**

The purpose of this report is approve the Residential Concept Plan submitted by Miller Contracting Ltd. for 2101 5<sup>th</sup> Avenue West and authorize administration to organize a public meeting prior to June 30, 2023.

**BACKGROUND:**

The City of Prince Albert acquired ownership of 2101 5<sup>th</sup> Avenue West in 2019 from Prince Albert Grand Council, which resulted in the demolition of the existing structure – formerly known as Angus Merasty School. The site is located in the West Hill neighbourhood and is approximately 3 acres in size.

In 2019 the Director of Planning and Development Services, the Mayor, and the City Manager

attended a community meeting that was hosted at the nearby Arthur Pechey School to inform the surrounding neighborhood of the proposed sale of land and the potential for residential development. The two main concerns raised by the public at the community meeting were:

1. Adequate park space; and,
2. The size of lots/type of housing

An Expression of Interest #51/21 dated April 22, 2021 was completed for the sale and development of this site, and part of the criteria within the document states:

“The City of Prince Albert is seeking a Bidder to provide a high level, residential development concept plan for the above noted parcel” . . . “Additionally, as part of the written Proposal and lot plan, Bidders are asked to include a small green space that is between .3 and .5 acres, to contain typical playground equipment.”

After reviewing many different subdivision iterations for the site, this Residential Concept Plan being considered meets all requirements outlined in the Expression of Interest #51/21 and is now ready to be presented to both City Council and the public for feedback.

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

The Residential Concept Plan utilizes the cul-de-sac design, creating 20 lots with size varying from 329 square metres to 615 square metres. The majority of the lots being proposed are typically small and rectangular, but there are also larger irregular lots to make up the bulb of the cul-de-sac. A few of the lots are similar in size to the surrounding neighbourhood, while most of the proposed lots are actually smaller in comparison. This development will also be supported by 2300 square metres of linear green space to the East.

If the Residential Concept Plan is approved, Administration will meet with the developer to discuss detailed information for the plan such as City design details, master specifications, infrastructure information, and servicing costs etc., as well as finalize negotiations for the sale of the site. Once this has been completed, Administration will provide a report to City Council for consideration.

A second public meeting will also be organized to present the final Concept Plan and Administration will be at the meeting to address any questions or concerns

Overall, this Residential Concept Plan provides adequate green space, with an innovative neighborhood design that will benefit the community socially and economically.

#### **CONSULTATIONS:**

The proposed Residential Concept Plan has been reviewed by Public Works, Community Services, Assessment Division, and Fire & Emergency Services. The main concerns raised, such as drainage and driveway size, will be addressed in future plans where more detailed information will be provided.

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

Subject to the completion of the public notice and approval of the Residential Concept Plan, a second public meeting will be held.

#### **FINANCIAL IMPLICATIONS:**

10% of any revenues generated from the sale of this property will be allocated to the PAGC as per the 2019 Sale agreement.

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

There are no policy or privacy implications or other considerations.

#### **STRATEGIC PLAN:**

This report supports the Strategic Priority, Population Growth to “create a wide range of property and housing options to accommodate people who choose to relocate to Prince Albert.” The small to medium lot sizes will also fill an underserved market in Prince Albert.

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

As per Section 11.3 and 1.6.2 of the City of Prince Albert’s Official Community Plan, the subject property is considered a surplus of land that can increase the economic feasibility of the neighbourhood:

“rehabilitation of functionally obsolete or vacant residential, commercial, industrial and institutional land and buildings where economically feasible and where compatible with prescribed existing land uses”. . “Encourage innovative housing forms that fit into the neighborhood, and contribute positively to the community.”

The proposed Residential Concept Plan meets these goals and strategies set out in The City of Prince Albert’s Official Community Plan to create an opportunity to support the future growth of Prince Albert.

**OPTIONS TO RECOMMENDATION:**

Executive Committee may choose to not support the Residential Concept Plan as presented at which time Administration would explore other options.

**PUBLIC NOTICE:**

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

**PRESENTATION:**

Visual presentation by the Director of Planning and Development.

**ATTACHMENTS:**

1. Location Plan
2. Residential Concept Plan
3. PowerPoint Presentation

Written by: Darien Frantik, Planner

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



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PLANNING & DEVELOPMENT

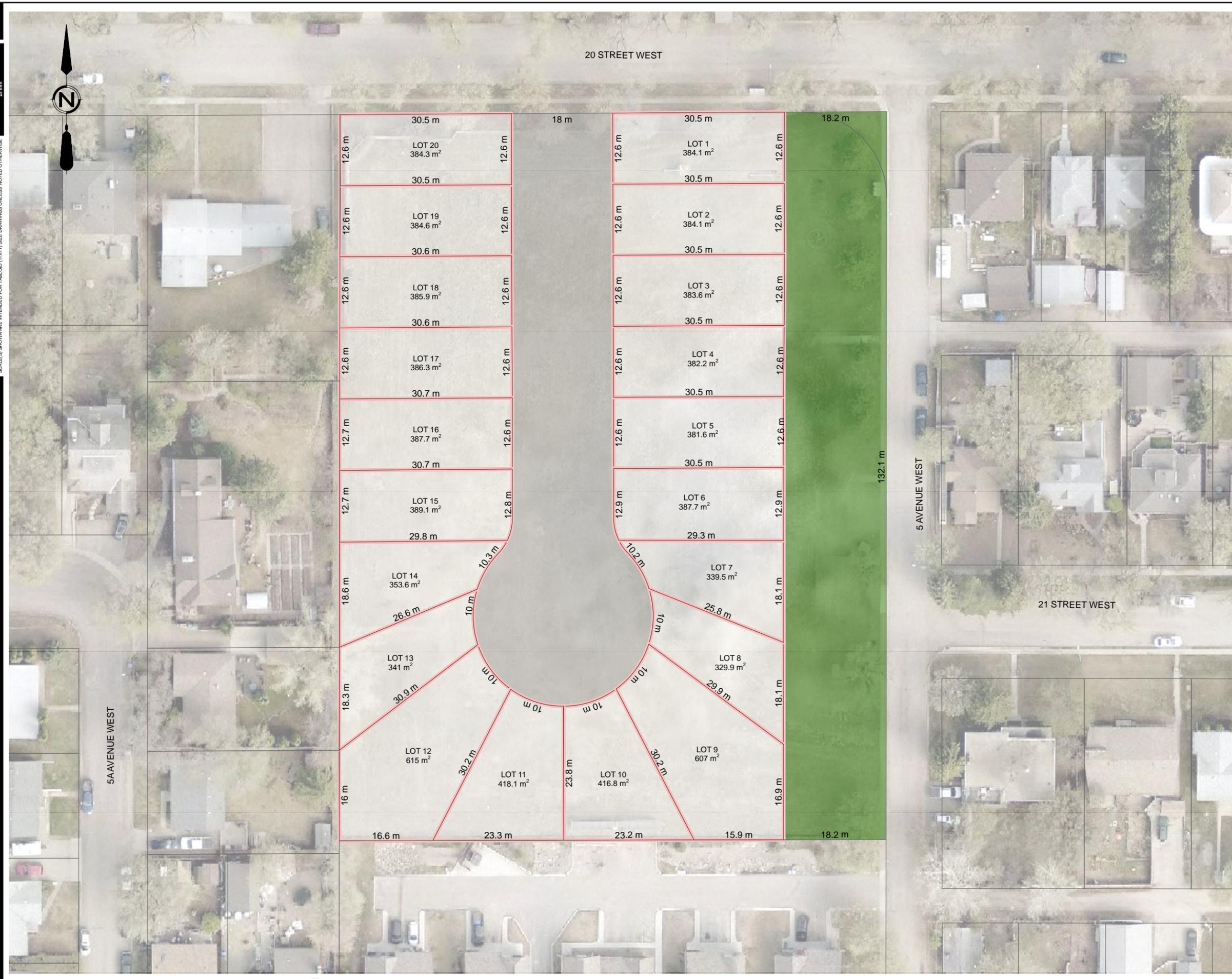
February 16, 2023

Subject Property Identified With A Bold Dashed Line

IF NOT TO BE ADJUST SCALES

SCALE(S) SHOWN ARE INTENDED FOR TAB.CID (11X17) SIZE DRAWINGS UNLESS NOTED OTHERWISE

PLOT DATE: 9/15/2022 2:26 PM  
 SAVE DATE: 9/15/2022 2:26 PM  
 DWG PATH: S:\6 - GIS\ForRandoms\For\_Jeff\West Hill Subdivision\Pro\_WeestHillDevelopment.aprx



LEGEND:

- PROJECT LOCATION
- PROPOSED SUBDIVISION
- PARK / GREEN SPACE

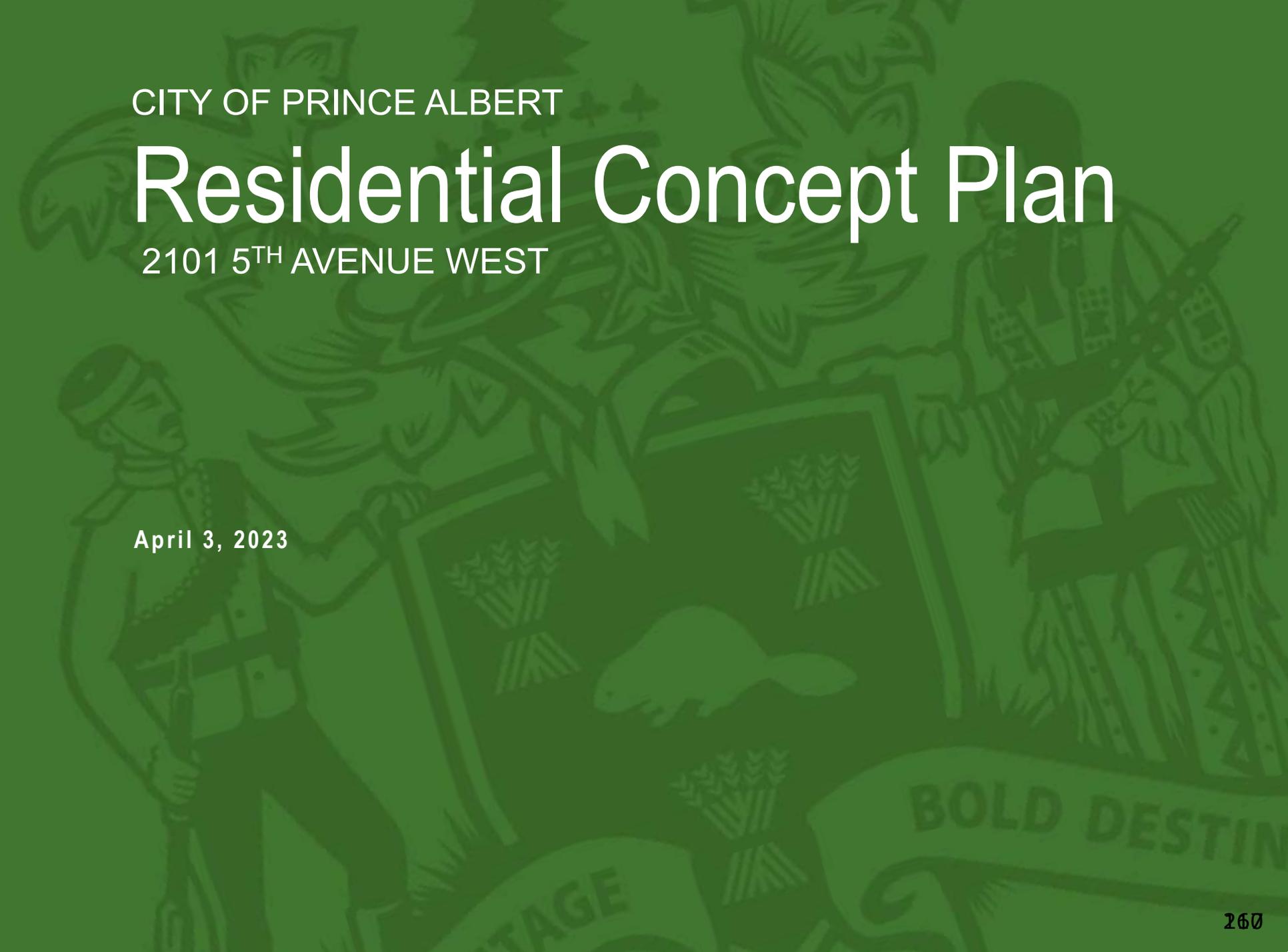


FIGURE 1

MILLER CONTRACTING LTD.

WEST HILL DEVELOPMENT  
 LOT 21 BLK/PAR 2  
 PLAN 99PA10819 EXT 1

AE PROJECT No.	20210000-00
SCALE	NTS
APPROVED	J. HORAN
DATE	2022SEP15
REV	X
DESCRIPTION	ISSUED FOR REVIEW



CITY OF PRINCE ALBERT

# Residential Concept Plan

2101 5<sup>TH</sup> AVENUE WEST

April 3, 2023

# Background and Purpose

## RESIDENTIAL CONCEPT PLAN - 2101 5<sup>TH</sup> AVE WEST

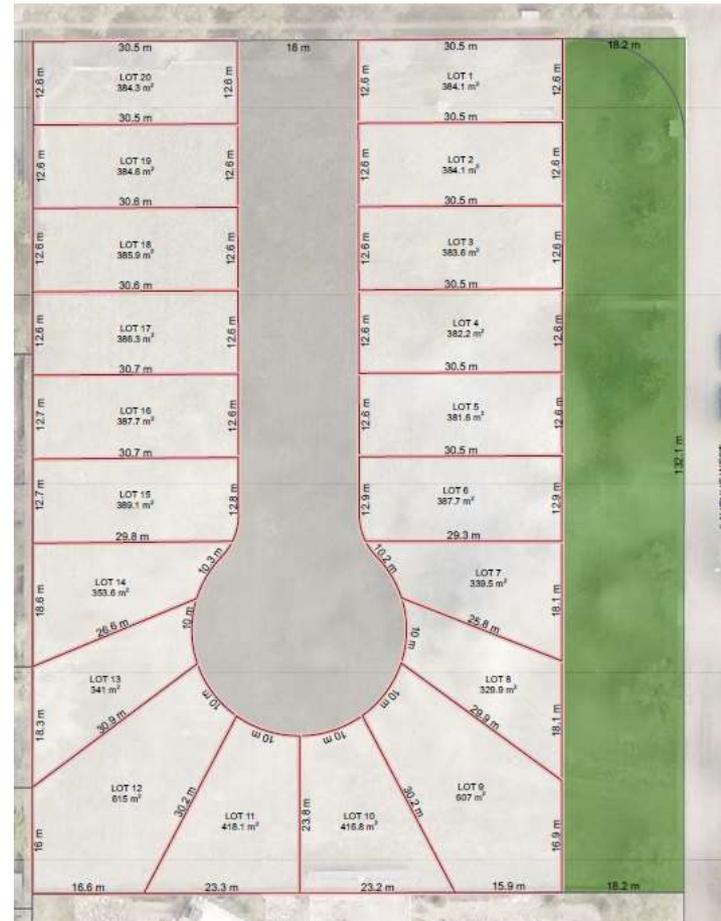
- Formally PAGC's Angus Merasty School
- Expression of Interest #51/21
- Concerns Raised from Public:
  - i) Park Space; and,
  - ii) Lot Size & Type of Housing



# Concept Plan

## RESIDENTIAL CONCEPT PLAN - 2101 5<sup>TH</sup> AVE WEST

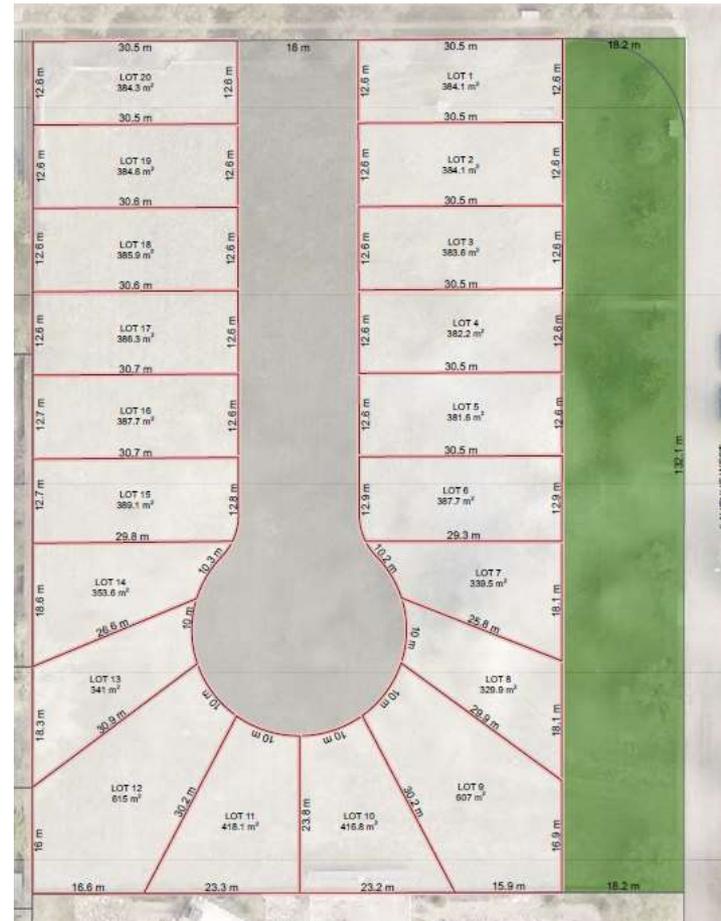
- Miller Contracting Ltd.
- Will be Rezoned to R3
- Cul-De-Sac Design
- Conforms to Subdivision and Zoning Bylaw
- Meets Park Space Requirements



# Conclusion

## RESIDENTIAL CONCEPT PLAN - 2101 5<sup>TH</sup> AVE WEST

- Meets all Requirements and Conforms to Bylaws
- Opportunity for Park Space
- Opportunity to Support Housing Market
- Need Executive Committee's Approval to Proceed



**TITLE:** First Time Home Buyer Program - Tracey Warden

**DATE:** April 24, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

1. That the First Time Home Buyer Program Application submitted by Tracey Warden be approved for funding up to \$5,000.

**TOPIC & PURPOSE:**

The purpose of this report is to approve a First Time Home Buyer Program Application submitted by Tracey Warden for funds up to \$5,000.

**BACKGROUND:**

At the City Council meeting held on January 24, 2022, City Council approved the First Time Home Buyer Program, funded by the Housing Reserve. The intent of the program is to provide grants of up to \$5,000 to form part of the required down payment and closing costs; cover the cost of an immediate, significant home repair; or a combination of the two for a first time home buyer. The details of the program are provided in the attached Schedule 'A'. To date, one application has been approved under the program.

**PROPOSED APPROACH AND RATIONALE:**

The applicant can afford to provide the required down payment for the purchase of a \$162, 000 property; the only aspect of this property sale that needs assistance is the closing costs. Since the First Time Home Buyer Program can cover all required closing costs (to a maximum of 5% of the total value of the home or \$5,000, whichever is lesser), the applicant is applying for a grant of up to \$5,000 to cover all closing costs.

Since the First Time Home Buyer Program Application meets all conditions and provides all documents required in the Application Submission Check-List, Administration recommends that this application be approved.

**CONSULTATIONS:**

Planning and Development Services has worked with the applicant throughout the process to ensure all information was submitted and they were aware of all requirements and timelines.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Administration will notify the applicant if the First Time Home Buyers Program Application is approved or denied. If approved, the total grant amount will be determined by Administration and provided to the Applicant's financial institution or lawyer.

**FINANCIAL IMPLICATIONS:**

The First Time Home Buyer Program is funded through the Housing Reserve. Five grants of up to \$5,000 can be approved annually, and this is the second application that the City has received this year. As of April 12, 2023, the current balance of the Housing Reserve is \$559,724.67.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no options for recommendations or any other policy or privacy implications to consider with this report.

**STRATEGIC PLAN:**

A strategic priority as outlined in the City of Prince Albert Strategic Plan, 2023-2025 is to build a robust economy. A specific area of focus which is supported by the approval of this First Time Home Buyer Program Application is "Population Growth" which is further supported by the direction of City Council to "promote the positive economic development outcomes generated through this plan so new residents will be attracted to Prince Albert."

**OFFICIAL COMMUNITY PLAN:**

As per Section 6.4.1 of the City of Prince Albert's Official Community Plan, this First Time Home Buyer Program Application can be considered as a collaborative approach to aid the financial constraints of housing access.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Schedule 'A' - First Time Buyer Program

Written by: Darien Frantik, Planner

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

## **First Time Home Buyer Program Application Schedule “A”**

### **Application Submission Check-list**

Before submitting your application, please review, complete and ensure you have included all the documents listed below. These documents are required as part of the application. Incomplete applications will not be accepted. Depending on what you are applying for, further information may be requested.

1. Application Form.
2. Letter from a financial institution or lawyer detailing:
  - a. The total amount of the mortgage, the required down payment and closing costs; and
  - b. The funds being contributed by the applicant.
3. If the application is for funding for a significant, immediate home repair, a copy of a quote provided by the contractor that provides details of the work to be completed and the price.
  - a. Photos may also be requested.

### **Program Information and Conditions and General Procedure**

The purpose of the First Time Home Buyer Program is to provide up to \$5,000 in funding to help pay for either the minimum required down payment and closing costs; an immediate, significant home repair; or a combination of both.

Please note, any immediate, significant home repair must be identified at the time of the purchase and is required in order to meet minimum life safety standards or to secure the structural integrity of the home. This may include the repair or replacement of:

- Furnace, boiler or other primary heat source,
- Water heater,
- Windows and doors,
- Roof or shingles,
- Electrical work or wiring,
- Installation of barrier free equipment, or
- Renovation of an existing Secondary Suite.

Renovations that do not represent an immediate life safety issue or that do not represent a risk to the structural integrity of the home will not be considered. This may include the repair or replacement of existing cabinetry or other similar fixtures, appliances, fixed or picture windows, flooring, or painting.

The First Time Home Buyer Program is an initiative that originates from the Housing Reserve Policy and is funded by the Housing Reserve. This program came into effect on March 29, 2022, and is not retroactive.

### **Conditions and Information**

1. This program is available to a person who:
  - a. Has never owned a home, or has not owned a home in the past four (4) years; and

- b. Has a maximum household income, either individual or multiple income earners, of \$80,000 annually.
2. Applicants who intend to rely on additional, alternative financial means in order to support their purchase or renovation will not be eligible for this program. Alternative financial means refers to financial sources apart from the applicant's own income, and may include contributions or gifts from family or support from other, similar programs.
3. The maximum purchase price of a qualifying home is \$200,000.
4. Properties that are currently in tax arrears will not be eligible for this program.
5. The funding provided may go towards one of the following:
  - a. To cover half of the minimum required down payment and all required closing costs, to a maximum of 5% of the total value of the home or \$5,000, whichever is lesser; and the total down payment for the purchase shall not exceed 5% of the value of the home; or
  - b. To help cover the cost of an immediate, significant home repair, to a maximum of 50% of the cost of the repair or \$5,000, whichever is lesser; or
  - c. To cover a combination of the down payment, closing costs, and an immediate, significant home repair, the calculation of each is described above and has a combined value of \$5,000.
6. If the City approves the application, the funds will be distributed to one of the following parties:
  - a. To the Applicant's financial institution or lawyer for the down payment and closing costs, or
  - b. To the home owner upon submission of proof that the repair work is underway.
7. Applicants who are approved under this program are not eligible to apply for other City of Prince Albert housing programs for the subject property.
8. The Applicant is responsible for all costs associated with purchasing their home and for obtaining any required permits.
9. Only five (5) grants will be approved annually and applications will be processed in the order they are received.

### General Procedure

Applicants are advised to apply once they have made a formal offer on a home, subject to financing, whether they are pre-approved for a mortgage or not. Should the offer fall through or the applicant is found not to qualify for the program, the application will be canceled. A new application will need to be completed for any future purchase attempts.

Completed applications will be reviewed by Administration prior to being forwarded to the City Manager for approval, in principle. If approved by the City Manager, the application will be forwarded to City Council for consideration.

**TITLE:** Signature Development Phase 4 Subdivision

**DATE:** April 24<sup>th</sup>, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That the proposed Subdivision of the subject lands legally described as Block C, Plan 102375446 be approved subject to:
  - a. The review and approval of the final Plan of Survey by Administration; and
2. That the Mayor and City Clerk be authorized to execute the Plan of Survey, and any other applicable documents, on behalf of City Council, once prepared.

**TOPIC & PURPOSE:**

The purpose of this report is to approve the subdivision application put forward by Signature Developments to create three new lots in The Yard District, for future commercial development.

**BACKGROUND:**

On September 7, 2021, City Council approved the initial subdivision for the Signature Development Corporation project. City Council Resolution No. 0349 dated September 7, 2021:

1. That the Servicing Agreement between The City and Signature Developments for the Parcels, legally described as Parcel 52, Plan No. 101817165; Parcel 45, Plan No. AK2420; Parcel 44, Plan No. AK2420 and Parcel 49, Plan No. 101816939, be approved, which may include further amendments as directed by the City Solicitor;
2. That the City Manager be authorized to approve further Site Plans, and Engineering Details and Drawings in consultation with Administration;
3. That the Subdivision of the subject lands legally described as Parcel 52, Plan No. 101817165; Parcel 45, Plan No. AK2420; Parcel 44, Plan No. AK2420 and Parcel 49, Plan No. 101816939, for commercial development, be approved; and,

4. That the Mayor and City Clerk be authorized to execute the Servicing Agreement and final Subdivision Plan on behalf of The City, once prepared.

#### Background on the Phases

- Phase 1 was the subdivision of Parcel PAE, where the future Recreational Center is currently being constructed, and Parcel C, where the proceeding subdivision would occur.
- Phase 2 was the subdivision of Lots 2, 2A, & 3 to the south of 42<sup>nd</sup> Street East and to the west of 7<sup>th</sup> Avenue East.
- Phase 3 was the subdivision of Lots 4, 5, 6, & 7 to the south of 44<sup>th</sup> Street East and to the west of 7<sup>th</sup> Avenue East.
- Phase 4 will be the subdivision of Lots 8, 8A, & 9 to the south of 42<sup>nd</sup> Street East and to the east of 7<sup>th</sup> Avenue East.

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

Signature Development Corporation has submitted a subdivision application for The Yard District that creates three (3) new lots. As per Section 7(2)(c) of the Subdivision Bylaw No. 15 of 2020, a subdivision application requiring a plan of survey for three (3) or more lots shall be approved by City Council.

Administration is in the process of completing the review of the submitted plan of proposed subdivision and the size and shape of the three new proposed parcels (Parcel 8, 9A & 9B) appear to conform to the regulations contained in the Subdivision Bylaw and the Zoning Bylaw.

The remaining source parcel (Parcel C) also conforms to the necessary regulations and allows for the continued, future subdivision of commercial lots (currently for sale) as intended.

At this time, given the information provided, approval of the application subject to final review by Administration is recommended.

#### **CONSULTATIONS:**

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

The application has also been reviewed by the Department of Public Works, Community Services, Assessment, and Fire and Emergency Services, and there are no concerns.

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

The applicant will be notified in writing of City Council's decision. If approved, Administration will continue to work with the applicant to complete the subdivision in accordance with City bylaws and regulations.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

The approval of this Proposed Subdivision is guided by the Strategic Priority of Building a Robust Economy through economic growth and diversifying the range of businesses that call Prince Albert home. In approving this subdivision, the City is creating an opportunity to create jobs while planning for the long-term economic development.

**OFFICIAL COMMUNITY PLAN:**

Section 11.2 of the Official Community Plan supports the proposed subdivision through the goal of Economic Development and: "Aim to increase employment and economic activity in the city and region." In approving this subdivision the City is providing a chance to promote economic development and create an opportunity for employment.

**PUBLIC NOTICE:**

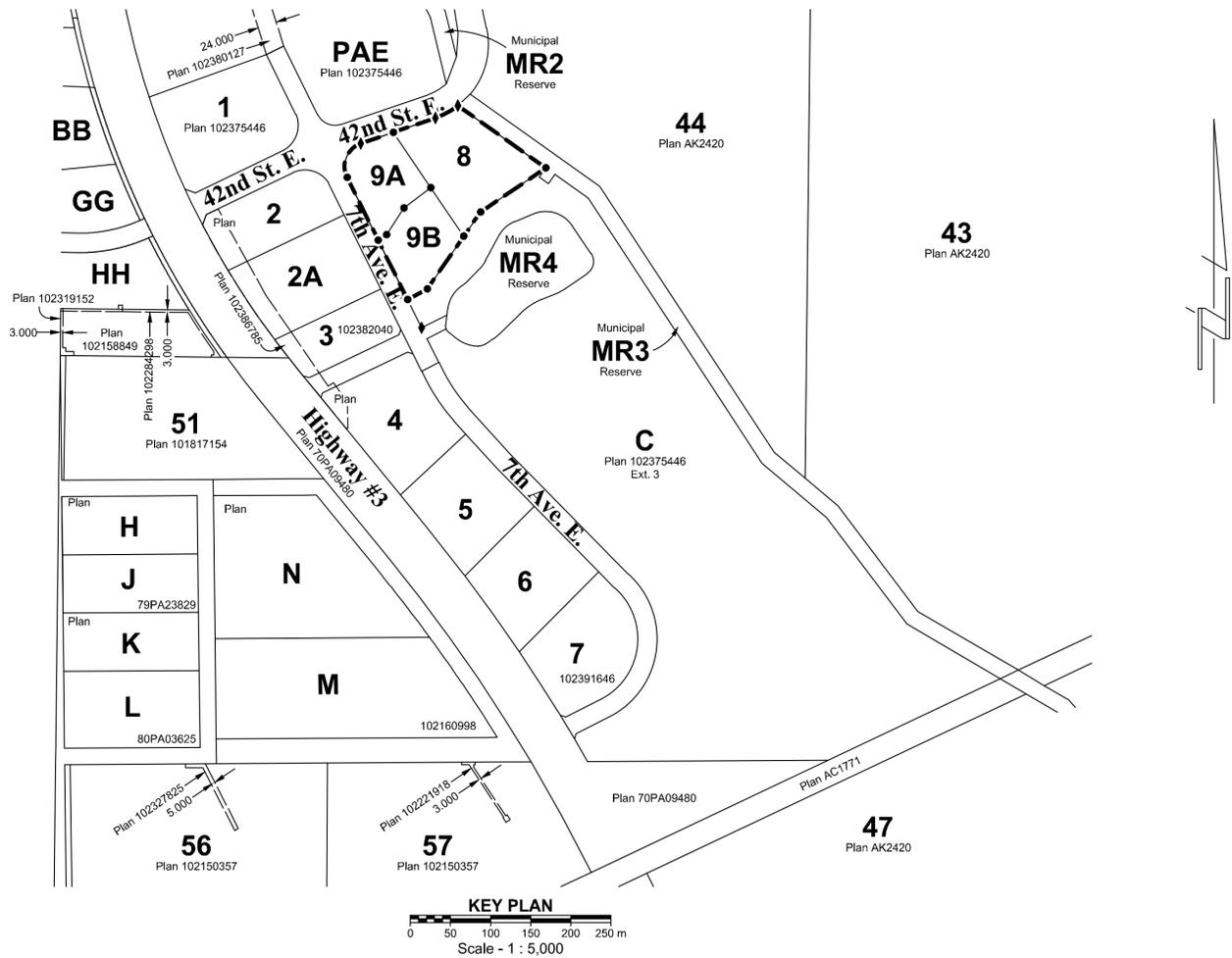
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

**ATTACHMENTS:**

1. Plan of Proposed Subdivision
2. Location Plan

Written by: Tanner Cantin, Development Coordinator

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



**LEGEND:**

Standard Road Allowances on this plan are 30.175 metres in width.  
 Measurements are in metres and decimals thereof.  
 The Unique Identifier of S164 has been stamped on all established standard iron posts.  
 Area to be approved is outlined by a heavy dashed line.  
 All parcels within the line of approval have an extension 0 unless otherwise shown.  
 Monuments found are shown thus    
 Standard iron posts planted are shown thus    
 Reference points are shown thus  RP1  RP2  
 The Datum Used: NAD83 (CSRS)  
 The Projection Used: UTM Zone 13N Extended  
 Geo-referenced points derived from GNSS observations  
 RP Coordinates were derived on March 28, 2023.

I, Mathieu M. Bourgeois, Saskatchewan Land Surveyor, do hereby certify that the survey represented by this plan has been made by me in accordance with the provisions of the Land Surveys Act, that this survey was performed between the dates of October 26, 2022, and April 4, 2023, and that this plan is correct and true to the best of my knowledge and belief.

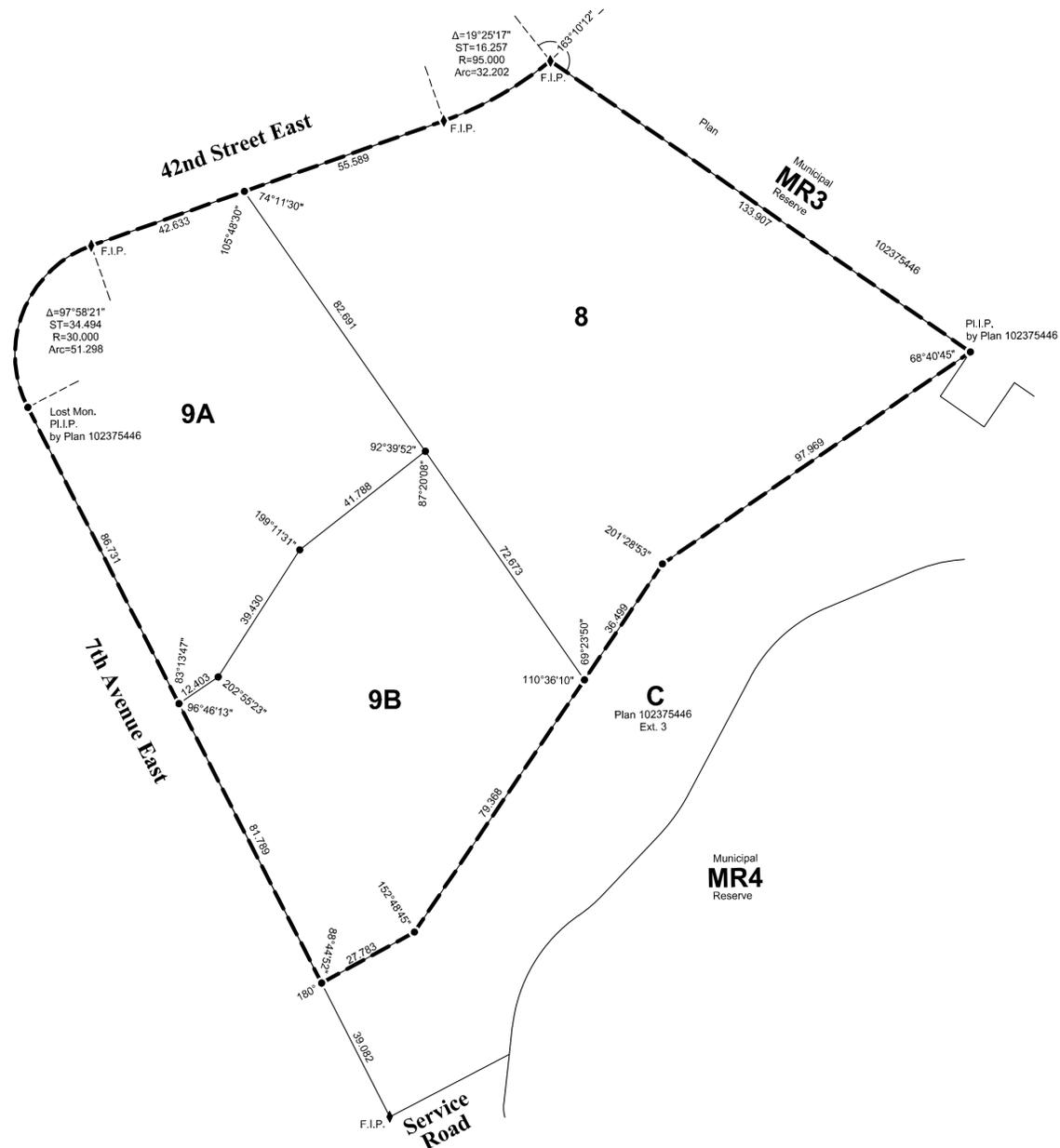


Dated at Saskatoon in the Province of Saskatchewan on April 4, 2023

*Mathieu M. Bourgeois*  
 Saskatchewan Land Surveyor

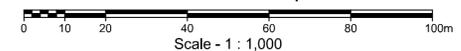
Examined and approved under the provisions of Bylaw No. 15 of 2020 of the City of Prince Albert, this \_\_\_ day of \_\_\_\_\_, 2023 A.D.

\_\_\_\_\_  
 \_\_\_\_\_



Plan of Survey  
 Showing  
**SURFACE SUBDIVISION**  
 Of Part Of  
**Parcel C, Plan 102375446**  
 Within The  
**Hudson's Bay Company's Reserve**  
**City of Prince Albert**  
 Saskatchewan

By: Mathieu M. Bourgeois, S.L.S.  
 Date: October, 2022 - April, 2023



Initials: DN/JT - PO - MB  
 Client File: --  
 Job No. : 21-03430-005  
 Drawing No.: 21-03430-005-Sub\_R0



6-12

6-12

PLANNING & DEVELOPMENT



Subject Property Identified  
With A Bold Dashed Line

April 18, 2023



**RPT 23-167**

**TITLE:** Appointment to Board of Police Commissioners

**DATE:** April 18, 2023

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That Marlo Pritchard be appointed as a Member at Large on the Board of Police Commissioners effective immediately following execution of the Board's Oath of Confidentiality for the term ending December 31, 2023.

**TOPIC & PURPOSE:**

The purpose of the report is to approve the appointment to fill a Member at Large vacancy on the Board of Police Commissioners.

**BACKGROUND:**

In accordance with Section 74 of *Procedure Bylaw No. 23 of 2021*, the Mayor shall present his recommendations for Council Committee appointments to City Council for consideration and include a recommendation for Chair and Vice-Chair to which appointments are to be made.

**PROPOSED APPROACH AND RATIONALE:**

Darcy Sander, Board Chairperson and Member at Large, resigned from the Board of Police Commissioners effective April 3, 2023 resulting in a vacancy on the Board.

In accordance with Section 27(4)(9) of *The Police Act, 1990* and Section 7(5) of the *Prince Albert Board of Police Commissioners Bylaw No. 21 of 2014*, where a vacancy occurs on the Board, the Council, within one (1) month of the vacancy, shall appoint a person to replace the former Board member for the remaining term.

Attached is a Memo from the Mayor recommending the appointment of Marlo Pritchard and which also outlines Marlo's considerable career experience with police services from across the province. His qualifications and knowledge of policing would be a valuable addition to the Board.

**CONSULTATIONS:**

The Mayor has been in contact with Mr. Pritchard who is agreeable to serving on the Board.

The Board endorses the recommendation to appoint Mr. Marlo Pritchard to the Prince Albert Board of Police Commissioners for the term ending December 31, 2023.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Correspondence will be forwarded to the applicant following City Council's approval. The Secretary of the Board will also be advised to ensure the appropriate orientation and/or training session is held with the new member, if required. The Board Secretary will also ensure that Police Administration and the Police Association are made aware of the new appointment. In addition, the websites for the City of Prince Albert and Prince Albert Police Service will be updated with the new board member appointment.

**POLICY IMPLICATIONS:**

City Council's *Procedure Bylaw No. 23 of 2021*, outlines the process for Council to appoint individuals to various Boards and Committees.

Section 27 (4)(9) of *The Police Act, 1990* and Section 7(5) of the *Prince Albert Board of Police Commissioners Bylaw No. 21 of 2014* outline the requirement to fill a vacancy within one (1) month of a vacancy occurring.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no suggested options to the recommendation, nor are there any financial or privacy implications.

**STRATEGIC PLAN:**

The appointment of a new member to the Board of Police Commissioners aligns with the following areas of the City's 2023-2025 Strategic Plan:

Community Safety – The Board of Police Commissioners supports the Prince Albert Police Service with its community safety initiatives; and

Organizational Effectiveness – Ensures that all Council committees assist in achieving our corporate goals.

**OFFICIAL COMMUNITY PLAN:**

Section 4 – Decision Making outlines the following relevant goals:

1. Develop a public engagement strategy to guide the public consultation process and create consistency across the organization.
2. Improve the quality of the City's key stakeholder relationship and increase awareness of City programs and initiatives.

Section 5 – Sustainability outlines the following relevant goal:

1. Embrace a collaborative planning process that involves all stakeholders.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Memo from Mayor Dionne – Recommended Appointment to Board of Police Commissioners

Written by: Terri Mercier, City Clerk

Approved by: City Manager



## MEMORANDUM

### MAYOR'S OFFICE

**TO:** Terri Mercier, City Clerk

**FROM:** Mayor Greg Dionne

**DATE:** April 17, 2023

**RE:** **Appointment of Board Member – Prince Albert Board of Police Commissioners**

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Section 7(5) of the *Prince Albert Board of Police Commissioners' Bylaw No. 21 of 2014* states:

**APPOINTMENT**

(5) *Where a vacancy occurs on the Board, the Council, within one month of the occurrence of the vacancy, shall appoint a person to replace the former Board member for the remaining term of the former Board member.*

With the recent resignation of Darcy Sander from the Prince Albert Board of Police Commissioners, it is my recommendation that **Mr. Marlo Pritchard** be appointed to the Prince Albert Board of Police Commissioners **effective May 1, 2023 to December 31, 2023.**

Mr. Pritchard works with the Saskatchewan Public Safety Agency (SPSA) and is presently in the role of President/Fire Commissioner. Marlo brings a wealth of knowledge with 36 years of operational and administrative police experience, including developing strategic direction and ensuring operational and administrative effectiveness within a policing or governmental organization. He has received countless prestigious awards and is recognized internationally for his service and contributions to public safety.

Mr. Pritchard's outstanding qualifications and knowledge of policing will be a valuable addition to the Prince Albert Board of Police Commissioners and we would look forward to having him on the Board.

Sincerely,

**Greg Dionne**  
Mayor



City of  
**Prince Albert**

*MOT 23-2*

**MOTION:**

“Can Administration provide a report outlining all Grants in 2022 to The City for projects including money received from Provincial and Federal Governments, Businesses, Corporations and individuals.”

Written by: Councillor Ogradnick