



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

AGENDA

**MONDAY, MAY 15, 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 April 24, 2023 City Council Meeting Minutes for Approval (MIN 23-42)

7. NOTICE OF PROCLAMATIONS

7.1 Community Pow Wow Day - May 26, 2023

7.2 Canadian Royal Purple Week - May 14 - 20, 2023

7.3 Naturopathic Medicine Week - May 14-20, 2023

7.4 Prince Albert Pride Week - May 28 - June 4, 2023

8. PUBLIC HEARINGS

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

- 11.1 Annual Notice to Consumers Report (RPT 23-156)
- 11.2 Community Airports Partnership – Agreement - Automated Gate (RPT 23-163)
- 11.3 Airport Terminal Detail Design Revised Budget Adjustment (RPT 23-181)
- 11.4 Social Services Bus Pass Program - Letter of Understanding (RPT 23-182)
- 11.5 Police Substation Parking (RPT 23-185)
- 11.6 Concrete Supply and Installation - 2023 (RPT 23-194)
- 11.7 Asphalt Supply and Paving - 2023 (RPT 23-195)
- 11.8 2023 Dust Suppression (RPT 23-196)
- 11.9 Alfred Jenkins Fieldhouse Artificial Turf Replacement (RPT 23-183)
- 11.10 Beautification Report 2023 (RPT 23-186)
- 11.11 Grand Slam Ball Park Rebuild Update (RPT 23-187)
- 11.12 Sponsorship Agreement for AJFH and Lakeland Ford Park (RPT 23-197)
- 11.13 Assessment Consultant Services (RPT 23-188)
- 11.14 Bylaw No. 14 of 2023 - Zoning Bylaw Amendment for Maximum Building Height (RPT 23-184)
- 11.15 Land Sale - Offer to Purchase 129 23rd Street West (RPT 23-190)
- 11.16 Bylaw Officer Appointment (RPT 23-191)
- 11.17 City Manager Contract (RPT 23-203)

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

15. INQUIRIES RESPONSES

16. NOTICE OF MOTION

17. MOTIONS

17.1 Motion - Mayor Dionne - Net-Zero Emissions (MOT 23-3)

18. PUBLIC FORUM

19. ADJOURNMENT



City of
Prince Albert

MIN 23-42

MOTION:

That the Minutes for the City Council Regular Meeting held April 24, 2023, be taken as read and adopted.



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

MINUTES

**MONDAY, APRIL 24, 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
Mitchell J. Holash, K.C., City Solicitor
Kiley Bear, Director of Corporate Services
Jody Boulet, Director of Community Services
Jeff Da Silva, Acting Director of Public Works
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

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

That the Agenda for this meeting be approved, as presented, and, that the presentations, delegations and speakers listed on the Agenda be heard when called forward by the Mayor.

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

- 5.1 Councillor Edwards – Item No. 11.6 – Board Member of the Carlton Park Community Club.

6. ADOPTION OF MINUTES

0139. **Moved by:** Councillor Miller
Seconded by: Councillor Edwards

That the Minutes of the Council Regular Meeting held March 27, 2023 and Special Meeting held March 29, 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 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)

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

That the Discretionary Use Development Permit Application for a Drinking Establishment, Licensed Restaurant, and Liquor Store to be located at 3580 – 2nd Avenue West, legally described as Parcel L, Plan No. 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, as amended.

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

CARRIED UNANIMOUSLY

11.2 Ice Resurfacing Machines Tender 18/23 (RPT 23-126)

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

- 1. That Tender No. 18 of 2023, for the purchase of three (3) 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, if required.

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

CARRIED UNANIMOUSLY

11.3 Water Main Re-Lining Tender (RPT 23-166)

0142. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Kilmer

- 1. That Tender No. 12 of 2023, for Water Main Re-lining, be awarded to Fer-Pal Construction Ltd. for an estimated bid price of \$384,515, which includes Provincial Sales Tax;
- 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; and,
- 3. That Tender No. 12 of 2023 be reviewed at the end of 2023, and possibly be extended for one (1) year at a time for a maximum of three (3) additional years.

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

CARRIED UNANIMOUSLY

11.4 2023 – Capital Paving and Utility Infrastructure Replacement Program (RPT 23-168)

0143. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Ogrodnick

- 1. That this RPT 23-168 be received as information and filed; and,
- 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.

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

CARRIED UNANIMOUSLY

11.5 City Bike Auction and Ukrainian Newcomers (RPT 23-150)

0144. **Moved by:** Councillor Ogrodnick
Seconded by: Councillor Miller

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.

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

CARRIED UNANIMOUSLY

11.6 Carlton Park Community Club Pave the Way Fundraiser Update (RPT 23-148)

0145. **Moved by:** Councillor Head
Seconded by: Councillor Ogrodnick

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; and,
5. Lake Country Co-op – 48x96 Sign for \$2,000.

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

Absent – Declared Conflict of Interest: Councillor Edwards

CARRIED UNANIMOUSLY

11.7 Multi-Media Technical Services Agreement (RPT 23-149)

0146. **Moved by:** Councillor Cody
Seconded by: Councillor Kilmer

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 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 Livebarn Agreement – City Arenas (RPT 23-152)

0147. **Moved by:** Councillor Edwards
Seconded by: Councillor Cody

1. That a Venue Agreement between The City and Livebarn Inc. for Livestreaming Services at City Arenas be approved for a four (4) year term commencing the date of execution; 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

11.9 Prince Albert Pulp Sponsorship Agreements (RPT 23-153)

0148. **Moved by:** Councillor Kilmer
Seconded by: Councillor Edwards

- 1. That the Alfred Jenkins Field House Sponsorship Agreement between The City and Prince Albert Pulp Inc. in the amount of \$3,000 per year for three (3) years from May 1, 2023 to April 30, 2026, be approved;
- 2. That the Lakeland Ford Park Sponsorship Agreement between The City and Prince Albert Pulp Inc. in the amount of \$3,000 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

11.10 Cooke Municipal Golf Course Improvements (RPT 23-157)

0149. **Moved by:** Councillor Edwards
Seconded by: Councillor Ogrodnick

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

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

CARRIED UNANIMOUSLY

11.11 Prince Albert Golf and Curling Centre – Donation Receipt Approval for “Rock the House” Donation Campaign (RPT 23-147)

0150. **Moved by:** Councillor Head
Seconded by: Councillor Edwards

- 1. That 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;
- 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 Administration; and,

3. That the Mayor and City Clerk be authorized to execute any contracts or documents on behalf of The City, if required.

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

CARRIED UNANIMOUSLY

11.12 Property Maintenance Bylaw Amendment – Bylaw No. 13 of 2023 (RPT 23-143)

0151. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

That Bylaw No. 13 of 2023 be introduced and given three (3) readings.

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

CARRIED UNANIMOUSLY

0152. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

That Bylaw No. 13 of 2023 be introduced and read a first time.

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

CARRIED UNANIMOUSLY

0153. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

That Bylaw No. 13 of 2023 be read a second time.

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

CARRIED UNANIMOUSLY

0154. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

That leave be granted to read Bylaw No. 13 of 2023 a third time.

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

CARRIED UNANIMOUSLY

0155. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

That Bylaw No. 13 of 2023 be read a third time and passed; and, that Bylaw No. 13 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

11.13 Residential Concept Plan – 2101 5th Avenue West (RPT 23-151)

0156. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Miller

1. That Administration be authorized to hold a public meeting prior to June 30, 2023, to present a Residential Concept Plan for 2101 – 5th Avenue West; and,
2. That the feedback from the public meeting be presented for consideration at an upcoming Executive Committee meeting.

MOTION WITHDRAWN

Mayor Dionne ruled the Motion of the Councillor **OUT OF ORDER**, as the removal of Item No. 1 in the original motion, and the Director's advisement that the Contractor wishes to withdraw the current Concept Plan, defeats the intent of a public meeting at this time.

0157. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Miller

That this matter be referred back to the Planning and Development Services Department for review and report which includes an increase to green space at 2101 – 5th Avenue West.

In Favour: Councillors: Lennox-Zepp and Miller

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

MOTION DEFEATED (2 to 5)

Mayor Dionne ruled the Motion of the Councillor **OUT OF ORDER** as it relates to changing the intent of the Expression of Interest which was previously approved by City Council, instead of the current matter which is specifically regarding the Residential Concept Plan submitted by Miller Contracting Ltd.

Councillor Lennox-Zepp rose on a Point of Information requesting whether City Council voted on the Expression of Interest for this property in a public meeting.

The City Manager, in responding to the Point of Information, advised that a Report regarding the Expression of Interest was considered at the April 19, 2021 Executive Committee meeting.

0158. **Moved by:** Councillor Ogrodnick
Seconded by: Councillor Kilmer

That the Residential Concept Plan submitted by Miller Contracting Ltd. for 2101 – 5th Avenue West, be referred back to the Planning and Development Services Department for further review and report.

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

CARRIED UNANIMOUSLY

11.14 First Time Home Buyer Program – Tracey Warden (RPT 23-160)

0159. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

That the First Time Home Buyer Program Application submitted by Tracey Warden be approved for funding up to \$5,000 from the Housing Reserve.

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

CARRIED UNANIMOUSLY

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

0160. **Moved by:** Councillor Cody
Seconded by: Councillor Edwards

- 1. That the proposed Subdivision of the subject lands legally described as Block C, Plan No. 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 The City, once prepared.

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

CARRIED UNANIMOUSLY

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

0161. **Moved by:** Councillor Edwards
Seconded by: Councillor Miller

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.

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

CARRIED UNANIMOUSLY

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

15. INQUIRY RESPONSES

16. NOTICE OF MOTION

16.1 Mayor Dionne – Net-Zero Emissions

That the City work towards Net-Zero Emissions by 2030 through actions, such as tree planting and/or employing technologies that can capture carbon before it is released into the air.

17. MOTIONS

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

0162. **Moved by:** Councillor Ogrodnick
Seconded by: Councillor Kilmer

That 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.

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

CARRIED UNANIMOUSLY

18. PUBLIC FORUM

19. ADJOURNMENT – 6:52 P.M.

0163. **Moved by:** Councillor Kilmer
Seconded by: Councillor Lennox-Zepp

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 15TH DAY OF MAY, A.D. 2023.



RPT 23-156

TITLE: Annual Notice to Consumers Report

DATE: April 20, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the attached Annual Notice to Consumers Report for the period of January 1, 2022 to December 31, 2022 be approved as submitted.

TOPIC & PURPOSE:

The purpose of this report is to request formal approval of the Annual Notice to Consumers Report for the period of January 1, 2022 to December 31, 2022. Although the attached report is highly technical in nature what it does show to the Water Security Agency and consumers is that: The City of Prince Albert provided an uninterrupted supply of a safe, high quality, potable water to the consumers meeting or surpassing the monitoring requirements set out in the permit to operate a waterworks and the drinking water quality standards.

BACKGROUND:

The compilation of an Annual Notice to Consumers report is a condition of the City of Prince Albert's Permit to Operate a Waterworks section 5.7 and 5.8. This report is to be formally approved by the Permittee (City of Prince Albert), made available to the consumers of the water system and be submitted to the Water Security Agency within 30 days of formal approval.

PROPOSED APPROACH AND RATIONALE:

The Water Security Agency provides a template for the preparation of the yearly Annual Notice to Consumers report. The report summarizes the compliance of the waterworks facility in maintaining the health related water quality parameters, aesthetic objectives and overall safety of the potable water produced.

Over 22,000 operational data points from the waterworks are continuously monitored, controlled and recorded by the operators of the treatment facility 24 hours a day, 7 days a week. Management reviews the written daily records, uploads and organizes the electronic monitoring data ensuring a secondary review for accuracy and transparency. This multi level

review ensures the facility maintains a high standard of operations, producing an uninterrupted supply of safe potable water to the consumers. The Water treatment Plant staff must be commended for their professional, diligent operations of the facility in 2022.

Some of the key items included in the report are as follows.

- Bacteriological sampling - 9 samples per week from the water distribution system (520/year)
- Chlorine monitoring – continuously from multiple locations throughout the facilities
- Turbidity monitoring – continuously from all filters and distribution system
- Water quality monitoring – continuously from the raw and treated water
- Pesticide Monitoring
- Synthetic Organics Monitoring

CONSULTATIONS:

City of Prince Albert Administration is in continual contact throughout the year with the accredited laboratory analyzing potable water samples and with the Water Security Agency to ensure compliance to the regulatory requirements is maintained.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

1. Following formal approval, the Annual Notice to Consumers report is to be published on the City of Prince Albert's website and a media release will be issued indicating the 2022 Annual Notice to Consumers report is available for viewing.
2. The water department will include a message on each utility bill that the report is available for viewing.
3. A copy of the report will be provided the Prince Albert Rural Water Utility
4. Upon completion of the above steps, a cover letter and the 2022 Annual Notice to Consumers report will be submitted to The Water Security Agency to achieve compliance to section 42 of The Waterworks and Sewage Works Regulations.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

By sharing the annual report between Administration, City Council, Residents and the Water Security Agency we are engaging in proactive transparent communication of the potable water quality and waterworks compliance to the Operational Permit. This report supports the Strategic Priority of Delivering Professional Governance, being an Engaged Government, strengthening relationships through communications.

OFFICIAL COMMUNITY PLAN:

This report supports section 8.2 of the Official Community Plan by providing the City of Prince Albert residents, businesses and industries information on the quality of water provided.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. 2022 Annual Notice to Consumers Report

Written by: Andy Busse, Water Treatment Plant Manager

Approved by: Acting Director of Public Works & City Manager



City of Prince Albert Drinking Water Quality and Compliance

The Water Security Agency and Ministry of Environment requires that at least once each year waterworks owners provide notification to consumers of the quality of water produced and supplied as well as information on the performance of the waterworks in submitting samples as required by a Minister's Order or Permit to Operate a Waterworks. The following is a summary of the City of Prince Albert's water quality and sample submission compliance record from January 1, 2022 to December 31, 2022. This report was completed on April 5, 2023. Readers should refer to the Saskatchewan Water Security Agency's [Municipal Drinking Water Quality Monitoring Guidelines, June 2015, EPB 502](#) for more information on minimum sample submission requirements. Permit requirements for a specific waterworks may require more sampling than outlined in the department's monitoring guidelines. If consumers need more information on the nature and significance of specific water tests, for example, "what is the significance of selenium in a water supply", more detailed information is available from: http://www.hc-sc.gc.ca/ewh-semt/pubs/water-eau/index_e.html.

Water Quality Standards

Bacteriological Quality

| Parameter/Location | Limit | Regular Samples Required | Regular Samples Submitted | # of Positive Regular Submitted (Percentage) |
|---------------------|--------------------------------|--------------------------|---------------------------|--|
| Total Coliform | 0 organisms/100 mL | 520 | 520 | 1 sample tested positive for total coliforms February 9 = 99.8 % compliance. |
| E. coli | 0 organisms/100 ml | | | |
| Background Bacteria | Less than 200 organisms/100 mL | | | |

The owner/operator is responsible to ensure that one hundred percent of all bacteriological samples are submitted as required. Generally, analysis is performed on a single sample for all parameters mentioned above. All waterworks are required to submit samples for bacteriological water quality; the frequency of monitoring depends on the population served by the waterworks. The City of Prince Albert is required to submit eleven (11) bacteriological samples per week for analysis January 1 2022 to June 30, 2022. From July 1 to December 31, 2022 the samples required per week was amended to nine (9).

Water Disinfection – Chlorine Residual for Test Results Submitted with Bacteriological Samples

| Parameter | Minimum Limit (mg/L) | Free Chlorine Residual Range | Total Chlorine Residual Range | # Tests Required | # Tests Submitted | # Adequate Chlorine (%) |
|--|---------------------------------|------------------------------|-------------------------------|------------------|-------------------|-------------------------|
| Chlorine Residual in Distribution System | 0.1 mg/L free OR 0.5 mg/L total | 0.36 mg/l to 1.82 mg/l | 0.40 mg/l to 2.18 mg/l | 520 | 520 | (100%) |

*A minimum of 0.1 milligrams per litre (mg/L) free chlorine residual **OR** 0.5 mg/L total chlorine residual is required at all times throughout the distribution system unless otherwise approved. A proper chlorine submission is defined as a bacteriological sample submission form with both the free and total chlorine residual fields filled out. Adequate chlorine is a result that indicates that the chlorine level is above the regulated minimums. Adequate chlorine may be counted even if the chlorine results were submitted incorrectly. A waterworks is required to submit chlorine residual test results on every bacteriological sample they submit.*

Water Disinfection – Free Chlorine Residual of the water leaving the River Street Reservoir – From Water Treatment Plant Records

| Parameter | Limit (mg/L) | Test Level Range | # Tests Performed | # Tests Not Meeting Requirements |
|------------------------|--------------|------------------------|--|----------------------------------|
| Free Chlorine Residual | 0.10 | 0.59 mg/l to 1.64 mg/l | Continuous on line monitoring & grab samples | 0 |

A minimum of 0.1 milligrams per litre (mg/L) free chlorine residual is required for water leaving the River Street Reservoir before the next chlorine injection point. Potable water is monitored continuously for free chlorine residual and tests are normally performed on a daily basis by the waterworks operators and are recorded into the operation records. This data includes the number of free chlorine residual tests performed, the overall range of free chlorine residual (highest and lowest recorded values) and the number of tests and percentage of results not meeting the minimum requirement of 0.1 mg/L free chlorine residual.

Turbidity

| Parameter | Limit (NTU) | Test Level Range | # Tests Not Meeting Requirements | Maximum Turbidity (NTU) | # Tests Required |
|---------------------------------|-------------|------------------|----------------------------------|-------------------------|---|
| Filter A Turbidity | 1.0 | 0.017 - 0.30 | 0 | 0.30 | Continuous Monitoring & grab sample comparisons |
| Filter B Turbidity | 1.0 | 0.017 - 0.30 | 0 | 0.30 | Continuous Monitoring & grab sample comparisons |
| Filter C Turbidity | 1.0 | 0.002 - 0.30 | 0 | 0.30 | Continuous Monitoring & grab sample comparisons |
| Filter D Turbidity | 1.0 | 0.002 - 0.30 | 0 | 0.30 | Continuous Monitoring & grab sample comparisons |
| Filter E Turbidity | 1.0 | 0.012 - 0.30 | 0 | 0.30 | Continuous Monitoring & grab sample comparisons |
| Filter F Turbidity | 1.0 | 0.012 - 0.30 | 0 | 0.30 | Continuous Monitoring & grab sample comparisons |
| Filter G Turbidity | 1.0 | 0.014 - 0.30 | 0 | 0.30 | Continuous Monitoring & grab sample comparisons |
| Filter H Turbidity | 1.0 | 0.013 - 0.30 | 0 | 0.30 | Continuous Monitoring & grab sample comparisons |
| Water entering the Distribution | 5.0 | 0.04 – 0.52 | 0 | 0.52 | Continuous Monitoring & grab sample comparisons |

Turbidity is a measure of water treatment efficiency. Turbidity measures the “clarity” of the drinking water and is generally reported in Nephelometric Turbidity Units (NTU). All waterworks are required to monitor turbidity at the water treatment plant. The frequency of measurement varies from daily for small systems to continuous for larger waterworks. The City of Prince Albert is required to continuously monitor the filter effluent from each filter.

“<” means less than

| Chemical – Health Category | | | June 10, 2022 | July 18, 2022 | Oct 19, 2022 | | | |
|-----------------------------------|-----------------------------|------------------------------|--|----------------------------------|----------------------------------|---------------------------------------|-------------------------------|--------------------------------|
| Parameter | Limit MAC (mg/L) | Limit IMAC (mg/L) | Sample Results (mg/l) | Sample Results (mg/l) | Sample Results (mg/l) | Samples Exceeding MAC/IMAC | # Samples Required | # Samples Submitted |
| Aluminum | | | 0.043 | 0.068 | 0.0531 | 0 | 2 per year | 3 |
| Antimony | 0.006 | | 0.00016 | 0.00018 | <0.00010 | 0 | 2 per year | 3 |
| Arsenic | 0.010 | | 0.00030 | 0.00017 | 0.00014 | 0 | 2 per year | 3 |
| Barium | 1.0 | | 0.0741 | 0.0652 | 0.0500 | 0 | 2 per year | 3 |
| Beryllium | no current standard | | <0.000020 | <0.00020 | <0.00020 | 0 | 0 per year | 3 |
| Boron | | 5.0 | 0.059 | 0.029 | 0.024 | 0 | 2 per year | 3 |
| Cadmium | 0.005 | | 0.0000100 | 0.0000158 | 0.0000084 | 0 | 2 per year | 3 |
| Chromium | 0.050 | | <0.00050 | <0.00050 | <0.00050 | 0 | 2 per year | 3 |
| Cobalt | no current standard | | <0.00010 | <0.00010 | <0.00010 | 0 | 0 per year | 3 |
| Copper | 2 mg/l | | 0.0109 | 0.0275 | 0.00096 | 0 | 2 per year | 3 |
| Fluoride (avg.*) | 1.5 mg/l | | Max result = 1.19 mg/l; Average for Year = 0.67 mg/l | | | 0 | 417 | 765 |
| Iron | Aesthetic objective | 0.3 mg/l | <0.010 | <0.010 | <0.010 | 0 | 2 per year | 3 |
| Lead | 0.005 | | 0.000064 | 0.000481 | <0.000050 | 0 | 2 per year | 3 |
| Manganese | 0.05 mg/l | | 0.00571 | <0.00500 | <0.00500 | 0 | 2 per year | 3 |
| Molybdenum | no current standard | | 0.00161 | 0.000815 | 0.00112 | 0 | 0 per year | 3 |
| Nickel | no current standard | | 0.00188 | 0.00162 | 0.00072 | 0 | 0 per year | 3 |
| Nitrate-N | 10 | | <0.020 | 0.020 | 0.184 | 0 | 0 per year | 3 |
| Nitrite-N | 1.0 | | <0.010 | <0.010 | <0.010 | 0 | 0 per year | 3 |
| Selenium | 0.010 | | 0.000189 | 0.000303 | 0.000162 | 0 | 2 per year | 3 |
| Silver | no current standard | | <0.000010 | <0.000010 | <0.000010 | 0 | 2 per year | 3 |
| Thallium | no current standard | | <0.000010 | 0.000012 | <0.000010 | 0 | 0 per year | 3 |
| Uranium | 0.020 | | 0.000165 | 0.000026 | 0.000165 | 0 | 2 per year | 3 |
| Zinc | Aesthetic objective | 5 mg/l | 0.0045 | 0.0039 | <0.0030 | 0 | 2 per year | 3 |

Substances within the chemical health category may be naturally occurring in drinking water sources or may be the result of human activities. These substances may represent a long-term health risk if the Maximum Acceptable Concentration (MAC) or Interim Maximum Acceptable Concentration (IMAC) is exceeded. All drinking water supplies are required to monitor for substances in the “Chemical-Health” category, the frequency of monitoring depends on the population served by the waterworks. Some waterworks add fluoride to drinking water as a means to aid in the prevention of dental decay.

* Results expressed as average values for communities or waterworks which fluoridate drinking water supplies or those with elevated concentrations of fluoride or nitrates.

Chemical – Cyanide and Mercury

| Parameter | Limit MAC (mg/L) | June 9, 2022 Sample Results | July 18, 2022 Sample Results | # Samples Exceeding MAC | # Samples Required | # Samples Submitted |
|------------------|-----------------------------|--|---|------------------------------------|-------------------------------|--------------------------------|
| Cyanide | 0.200 | <0.005 | <0.005 | 0 | 2 per year | 2 |
| Mercury | 0.001 | <0.000005 | <0.000005 | 0 | 2 per year | 2 |

“<” means less than

Mercury enters water supplies naturally and as a result of human activities. Cyanide can enter source waters as a result of industrial effluent or spill events. These substances may represent a long-term health risk if the Maximum Acceptable Concentration (MAC) is exceeded. Mandatory sampling requirements depend on the population served by the waterworks.

Chemical – Pesticides

| Parameter | Limit MAC(mg/L) | Limit IMAC (mg/L) | July 6, 2022 Sample Results (mg/l) | Samples Exceeding MAC/IMAC | # Samples Required | # Samples Submitted |
|-------------------|----------------------------|------------------------------|---|---------------------------------------|-------------------------------|--------------------------------|
| Atrazine | | 0.005 | <0.00010 | 0 | 1 every 2 years | 1 |
| Bromoxynil | | 0.005 | <0.000010 | 0 | 1 every 2 years | 1 |
| Carbofuran | 0.09 | | <0.00020 | 0 | 1 every 2 years | 1 |
| Chlorpyrifos | 0.09 | | <0.00010 | 0 | 1 every 2 years | 1 |
| Dicamba | 0.12 | | <0.00010 | 0 | 1 every 2 years | 1 |
| 2,4-D* | | 0.1 | <0.0000532 | 0 | 1 every 2 years | 1 |
| Diclofop-methyl | 0.009 | | <0.00010 | 0 | 1 every 2 years | 1 |
| Dimethoate | | 0.02 | <0.00010 | 0 | 1 every 2 years | 1 |
| Malathion | 0.19 | | <0.00010 | 0 | 1 every 2 years | 1 |
| MCPA | 0.10 | | <0.00010 | 0 | 1 every 2 years | 1 |
| Pentachlorophenol | 0.06 | | <0.00050 | 0 | 1 every 2 years | 1 |
| Picloram | | 0.19 | <0.000020 | 0 | 1 every 2 years | 1 |
| Trifluralin | | 0.045 | <0.00010 | 0 | 1 every 2 years | 1 |

Pesticides in drinking water may occur as a result of the use of these substances by humans. These substances may represent a long-term health risk if the Maximum Acceptable Concentration (MAC) or Interim Maximum Acceptable Concentration (IMAC) is exceeded. Mandatory sampling requirements depend on the population served by the waterworks.

Chemical – Trihalomethanes & Haloacetic Acids – Samples submitted February 16, May 4, July 22 & October 19, 2022

| Parameter | Limit (mg/L) | Sample Result (average) | # Samples Required | # Samples Submitted |
|------------------|---------------------|------------------------------------|-------------------------------|--------------------------------|
| Trihalomethanes | 0.100 | 0.0570 | 8 (two every 3 months) | 9 |
| Haloacetic Acids | 0.080 | 0.0308 | 8 (two every 3 months) | 9 |

Trihalomethanes and Haloacetic Acids are generated during the water disinfection process, a by-product of reactions between chlorine and organic material. Trihalomethanes are generally found only in drinking water obtained from surface water supplies. Trihalomethanes and Haloacetic Acids are to be monitored on a quarterly basis and the Maximum Acceptable Concentration is expressed as an average of 4 quarterly samples. Only water supplies derived from surface water or groundwater under the influence of surface water are required to monitor Trihalomethane and Haloacetic Acids unless otherwise specified in the waterworks permit to operate.

General Chemical

(February 15, June 10, July 18, October 19, 2022)

| Parameter | Aesthetic Objectives* (mg/L) | Sample Results (average mg/l) | # Samples Required | # Samples Submitted |
|--|------------------------------|-------------------------------|------------------------|---------------------|
| T – Alkalinity (as CaCO ₃) | 500 | 130 | 4 per year | 4 |
| Bicarbonate | No Objective | 159 | 4 per year | 4 |
| Dissolved Calcium | No Objective | 49.1 | 4 per year | 4 |
| Carbonate | No Objective | <1.0 | 4 per year | 4 |
| Chloride | 250 | 37.4 | 4 per year | 4 |
| Conductivity | No Objective | 504 uS/cm | 4 per year | 4 |
| Hardness mg CaCO ₃ /L | 800 | 196 | 4 per year | 4 |
| Dissolved Magnesium | 200 | 17.8 | 4 per year | 4 |
| Potassium | No Objective | 3.83 | Supplementary Sampling | 4 |
| PH | No Objective | 7.58 | 4 per year | 4 |
| Dissolved Sodium | 300 | 25 | 4 per year | 4 |
| Sulphate | 500 | 71.7 | 4 per year | 4 |
| Total dissolved solids | 1500 | 288 | 4 per year | 4 |

All waterworks serving more than 5000 persons are required to submit water samples for the General Chemical category as per their permit to operate. The General Chemical category includes analysis for alkalinity, bicarbonate, calcium, carbonate, chloride, conductivity, hardness (as CaCO₃), magnesium, sodium, sulphate and total dissolved solids. The last sets of quarterly samples for General Chemical analysis were required to be submitted (Jan-March, April-June, July-September, October-December of 2022). Sample results indicated that there were no exceedances of the provincial aesthetic objectives for the General Chemical category.

**Objectives apply to certain characteristics of or substances found in water for human consumptive or hygienic use. The presence of these substances will affect the acceptance of water by consumers and/or interfere with the practice of supplying good quality water. Compliance with drinking water aesthetic objectives is not mandatory as these objectives are in the range where they do not constitute a health hazards. The aesthetic objectives for several parameters (including hardness as CaCO₃, magnesium, sodium and total dissolved solids) consider regional differences in drinking water sources and quality.*

Cryptosporidium & Giardia – For Raw Untreated River Water

Yearly Sampling requirements depend on permit specific requirements. The Raw river water sampling outlined in the City of Prince Alberts Permit to Operate a Waterworks, was conducted April 25 & September 15, 2022.

Microcystin-LR and/or Total Microcystin Toxins

| Parameter | Limit MAC (mg/l) | June 9 Sample Results | July 6 Sample Results | August 9 Sample Results | September 15 Sample Results | October 19 Sample Results | # Samples Exceeding Limit | # Samples Required | # Samples Submitted |
|-------------|------------------|-----------------------|-------------------------------|-------------------------|-----------------------------|---------------------------|---------------------------|--------------------|---------------------|
| Microcystin | 0.0015 | <0.00020 | no result | <0.00020 | <0.00020 | <0.00020 | 0 | (variable) | 5 |
| | | | <i>“<” means less than</i> | | | | | | |
| | | | | | | during algal bloom period | | | |

Sampling requirements depend on permit specific requirements. The July 6 sample was submitted to the certified laboratory. The laboratory lost the sample and it was not tested. The Water Security Agency was informed of the laboratory mistake.

Radiological

| Parameter | Limit Becquerels/L | November 16, 2022 | | # Samples Required | # Samples Submitted |
|-------------|-----------------------|-------------------|------------------------------|-----------------------|------------------------|
| | | Sample Results | # Samples Exceeding Limit | | |
| Gross Alpha | 0.50 | <0.16 | 0 | 1 per year | 1 |
| Gross Beta | 1.0 | 0.12 | 0 | 1 per year | 1 |

“<” means less than

Radiological constituents in drinking water may be the result of natural conditions or as a result of human activities. Gross alpha and Gross Beta are initial water quality screening tests used to determine the overall quality of drinking water for a larger set of specific radiological parameters. Further sampling may be required if Gross Alpha or Beta exceedences are found. Sampling requirements depend on permit specific requirements.

| Parameter | Limit MAC (mg/L) | Limit IMAC (mg/L) | “< means less than” August 10, 2022 | | # Samples Required | # Samples Submitted |
|---------------------------|---------------------|----------------------|--|------------------------------|-----------------------|------------------------|
| | | | Sample Results (mg/l) | # Samples Exceeding Limit | | |
| Carbon Tetrachloride | 0.005 | | <0.00050 | 0 | 1 | 1 |
| 1,2 Dichlorobenzene | 0.200 | | <0.00050 | 0 | 1 | 1 |
| 1,4 Dichlorobenzene | 0.005 | | <0.00050 | 0 | 1 | 1 |
| 1,2 Dichloroethane | | 0.005 | <0.00050 | 0 | 1 | 1 |
| 1,1 Dichloroethylene | 0.014 | | <0.00050 | 0 | 1 | 1 |
| Dichloromethane | 0.050 | | <0.0010 | 0 | 1 | 1 |
| 2,4 Dichlorophenol | 0.900 | | <0.000532 | 0 | 1 | 1 |
| Monochlorobenzene | 0.080 | | <0.00050 | 0 | 1 | 1 |
| Perfluorooctane Sulfonate | 0.0006 | | <0.00050 | 0 | 1 | 1 |
| Perfluorooctanoic Acid | 0.0002 | | <0.000001 | 0 | 1 | 1 |
| 2,3,4,6 Tetrachlorophenol | 0.100 | | <0.00050 | 0 | 1 | 1 |
| Trichloroethylene | 0.050 | | <0.00050 | 0 | 1 | 1 |
| 2,4,6 Trichlorophenol | 0.005 | | <0.00050 | 0 | 1 | 1 |
| Vinyl Chloride | 0.002 | | <0.00050 | 0 | 1 | 1 |

The sample was submitted for analysis on August 10, 2022. Contamination of drinking water by synthetic organic chemicals only results from pollution events. Contamination of drinking water in excess of Maximum Acceptable Concentration (MAC) or Interim Maximum Acceptable Concentration (IMAC) may represent a health risk. Mandatory sampling requirements depends on the population served by the waterworks.

More information on water quality and sample submission performance may be obtained from:

City of Prince Albert
 Andy Busse, Water Treatment Plant Manager
 1084 Central Avenue
 Prince Albert, SK. S6V 7P3
 Phone: 306-953-4900

RPT 23-163

TITLE: Community Airports Partnership – Agreement - Automated Gate

DATE: April 18, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the City enter into the Community Airports Partnership Agreement for funding 50% of the installation of an automated gate to a maximum of \$10,00.00, with His Majesty the King in right of Saskatchewan, as represented by the Minister of Highways;
2. That the project cost for the Automated Opener Gate #2 for Ambulance be increased to \$27,500 which will be funded as follows:
 - \$10,000 from the Community Airports Partnership;
 - \$15,000 from the Airport Improvement Fund; and,
 - \$2,500 from the Airport Operations fence repair and maintenance operating budget; and,
3. That the Mayor and City Clerk be authorized to execute the Community Airports Partnership Agreement, and any other applicable documents on behalf of the City once prepared.

TOPIC & PURPOSE:

To approve the Community Airports Partnership (CAP) funding agreement for an automated gate on the airport perimeter security fence.

BACKGROUND:

In 2021 a CAP application was submitted for the installation of an automated gate at the air to ground ambulance medevac transfer location on Apron I of the Prince Albert Airport. The CAP application was not approved for funding in 2022 but was carried over for potential approval in 2023.

The project includes removal of the existing gate (2 panel swing). Installation of sliding 30ft long 6ft tall chain-link style gate. Installation of an automated gate opener with keypad entry/exit pedestals and related power supply wiring.

Prince Albert Airport's is enclosed by a chain linked fence to control unauthorized access to the airfield by vehicles, personnel or wildlife to address the safety/security requirements of our airport certification. The ground ambulance has special restricted access to the airports aircraft maneuvering surface for the transfer of patients on air medevac aircraft. Ambulance staff are not trained to drive airside but are provided special permission to go the shortest route to the area that the medevac aircraft park. The medevac aircraft parking area has been relocated to address operational concerns for limiting distances (keeping aircraft safe distance apart) while taxiing for parking on the apron.

The most direct and safest route for the ground ambulance to access the medevac aircraft is via gate #2. Currently, Gate #2 is a manual operation requiring ambulance staff to work a padlock and swing open two gate panels. The gates must be kept closed at all times to ensure wildlife and unauthorized personnel do not access the airfield. Automated gate operations will alleviate human error securing the gates to ensure the airfield remains secure at all times. Gate automation will also make the medevac transfer safer and more time efficient for the paramedics.

On average, there are two medevac transfers a day at the Prince Albert Airport.

PROPOSED APPROACH AND RATIONALE:

Acceptance of the CAP funding is the most cost effective method to complete infrastructure upgrades at the airport. The Ministry of Highways has authorized 50% of the funding to a maximum share of \$10,000.00. The agreement requires that 50% of the cost up to the approved limit as well as any costs above be paid for by the City of Prince Albert.

CAP does not require projects under \$100,000 be publically tendered, allowing this project to follow City of Prince Albert purchasing policies.

CONSULTATIONS:

The Airport Manager has been in consultation with the Airport Safety Management System Committee and medevac groups like Parkland Ambulance, Air Ambulance and Rise Air Medevac.

The Airport Advisory Committee was consulted in 2021 via RPT-21-483 about airport projects including the CAP application and AIF fund use.

Administration has been in consultations with the Ministry of Highways regarding the funding application, preparing for the project approval.

The Airport Manager has consulted the Airfield Electrician and a local fencing contractor for 2023 cost estimates.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Ministry of Highway will announce all of its CAP contributions for 2023 to the media and on their website.

FINANCIAL IMPLICATIONS:

The actual project costs will not be known until the project is completed.

CAP will reimburse the City for up to 50% of the actual cost to a limit of \$10,000 and any cost overruns beyond a total project cost of \$20,000 would need to be covered by the City of Prince Albert.

The current approved 2023 Budget is;

| | |
|--------------------------|--------------------------|
| CAP Maximum Contribution | \$9,000.00 |
| City Contribution | \$9,000.00 (AIF Reserve) |

The cost estimates provided from a local fencing contractor, required as part of the CAP application process, were based on 2021 values. New cost estimate were requested in 2023 to address recent inflationary considerations and other installation work;

| Item | 2021 Estimates | 2023 Estimates |
|------------------------|-----------------|-----------------|
| Electrical Supply | Not provided | \$5,000 |
| Fence Gate | \$8,700 | \$10,100 |
| Automated Opener | \$8,900 | \$10,700 |
| TOTAL Estimates | \$17,600 | \$25,800 |

It is anticipated that the project cost will exceed the original approved 2023 airport capital project AC-01 budget by \$6,800.

As such, administration is proposing to take advantage of the CAP funding opportunity by increasing the project budget to \$27,500 of which the funding would come from:

- \$10,000 from the Community Airports Partnership
- \$15,000 from the Airport Improvement Fund
- \$2,500 from the Airport Operations budget allocation for fence maintenance and repairs

The proposed funding above will leave the Airport Improvement Fund with an estimated year end balance of \$900. The Airport Operations Budget has included \$20,000 for fence repairs and maintenance.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other considerations or implications for privacy or policy implications or official community plan.

OPTIONS TO THE RECOMMENDATION:

1. Decline the funding opportunity. CAP funds would be reallocated to other airports in need. Improvements to the manual gate #2 could be complete through the \$20,000 operations budget for fence repair to improve its manual function or improvements could be completed in a future budget year.

STRATEGIC PLAN:

Community Safety; the project provides for a more effective medical patient transportation method while maintaining airport safety/security.

Urban Transportation; the project contributes to the development of an efficient medical patient transportation network.

Infrastructure Management; this new asset was an infrastructure need identified by the medevac user groups, and takes advantage of provincial funding opportunities.

Engaged Government; our collaborative relationships with external organizations and the sharing of safety information supported external funding of this projects and will result in an improved airport level of service.

PUBLIC NOTICE:

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

Written by: Corey Nygaard, Airport Manager

Approved by: Director of Public Works & City Manager

RPT 23-181

TITLE: Airport Terminal Detail Design Revised Budget Adjustment

DATE: **May 11, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the cost for the Detailed Design of the new Airport Terminal with Prairie Architecture Incorporated be increased by \$854,718 for a total design fee of \$1,489,758 to date including Provincial Sales Tax to pay the outstanding invoices;
2. That the remaining 30% Detailed Design of the new Airport Terminal with Prairie Architecture Incorporated be placed on hold temporarily until the Airport Advisory Committee has an opportunity to review the design proposal;
3. That the cost increase be funded from the Passenger Facility Fee Reserve;
4. That the Mayor and City Clerk be authorized to execute the necessary documents, on behalf of the City, once prepared.

TOPIC & PURPOSE:

To adjust the detailed design fees as per the architectural agreement to reflect the most recent Class B cost estimate plus applicable taxes.

BACKGROUND:

February 18, 2021, the City completed the Prince Albert Airport Strategic Master Plan. The Plan recommended that a new terminal building is needed.

December 13, 2021, City Council approved the 2022 Airport Budget which included funding the detailed design of a new Airport Terminal. Approved design budget was \$635,040.

March 31, 2022, proposals for Architectural Detailed Design closed with 5 firms submitting. Fees were to be given as a percentage and total estimated cost.

May 16, 2022, City Council approved the award of the Professional Agreement for Detailed Design of the new Airport Terminal to Prairie Architecture Inc.

November 14, 2022, City Council approved the 33% Preliminary Design and that the Architect be directed to continue with Detail Design.

December 22, 2022, Architect completes 66% detail design and submits to costing consultant for calculating Class B construction cost estimate.

January 18, 2023, NAV Canada announces Digital Aerodrome Air Traffic Services (DAATS)

February 10, 2023, Class B Cost Estimate is submitted.

April 3, 2023, Administration sent a report (RPT 23-128) to the Executive Committee meeting containing a request to increase the design fees for the project. The Executive Committee referred the report to the Airport Advisory Committee for review and recommendation.

May 4, 2023, the Airport Advisory Committee reviewed the referred report and made the recommendations included in this report.

PROPOSED APPROACH AND RATIONALE:

Professional Architect Agreements follow the Canadian Standard Form of Contract for Architectural Services that lays out the terms and conditions of the agreement. There are upset fixed fees for conceptual, preliminary design, construction site inspections and post construction record documents. There are also percentage based fees for detail design, bidding, tendering, and general construction engineering. The contract between the City and Prairie Architecture follows this format.

In 2020 when building the Airport Strategic Master Plan the cost for the Airport Terminal was estimated at \$6 Million. This was based on an estimated building size of 13,000 sq.ft. at \$461 per sq.ft. In early 2020 this was a reasonable cost estimate. Once the airport tours were complete and the schematic planning started it became clear that the building footprint would have to dramatically increase from the original due to minimum requirement to accommodate key areas such as; check-in, security, baggage handling, cargo handling, departure waiting rooms, and arrival baggage carousel. Then COVID-19 happened followed by high inflation. Construction inflation in Canada averaged 4.1% in 2020, 20.5% in 2021 and 18.7% in 2022. This all contributed to scope and budget increases.

The 30,180 sq.ft. building that was presented to Council on November 14, 2022 (21,190 sq.ft. Airport Terminal plus 8,990 sq.ft. second floor which included Nav Canada) was a 232% increase in the scope (footprint) of the building. Then on February 10, 2023 the City received the 66% Design Class B Cost estimate placing the total project cost at \$31,889,700. This equals to \$1,057 per sq.ft..

The Architect's fees are calculated only on the estimated construction cost which is \$26,595,400 (\$27,111,100 less the \$515,700 cash allowance). Of those fees only the detail design, bidding, tendering and general construction engineering are percentage based fees and impacted by the cost estimate. Of those only the detail design is presently impacted to get to Tender ready package.

On January 18, 2023 Administration learned of NAV Canada's nation wide plan to proceed with Digital Aerodrome Air Traffic Service (DAATS) at secondary airports, which to date is already implemented at Kingston Airport). Since NAV Canada nationally has changed their position about on site flight services, the City will no longer be including them in the new terminal and stopped design on their portion of the building.

With the removal of NAV Canada it is anticipated that the building footprint will be reduced by 14% down to 26,102 sq.ft. and the construction cost is now estimated at \$22 Million. In addition to this Administration and the Architects are conducting Value Engineering review to find further cost savings.

Presently the Architectural contract based on a \$6 Million construction cost is for a total fee of \$635,040. With the agreed \$22 Million construction cost estimate the total fee is \$2,341,664. To get to 100% completed tender package (shovel ready), not including bidding, tendering, contract administration during construction, the fees are calculated at \$1,942,740.

In negotiations with the Architect several concessions have been achieved. Even without NAV Canada there is still a 200% increase in building footprint from the original due to minimum requirement to accommodate key areas such as; check-in, security, baggage handling, cargo handling, departure waiting rooms, and arrival baggage carousel. There are however some economies of scale and the Architects have agreed to percentage fees reduction from 10.6% to 9.25%. Design for the NAV Canada portion of the building stopped and as such the Architect has noted that there is a small cost saving in not completed this part of the design.

| | |
|----------------------------|--------------------|
| New Fees to current stage | \$1,489,718 |
| Previous approval level | <u>-\$ 635,040</u> |
| Increase approval required | \$ 854,718 |

In the future when external funding from a Federal and/or Provincial Grant Program has been secured the project would then be tendered. At that time an actual construction cost will be known, the total project budget including architectural fees would be updated and a report would be brought to Council for approval.

CONSULTATIONS:

Director of Public Works and Capital Projects Manager reviewed and negotiated with the Architects to agree to use \$22 Million as the bases for fees until such time in the future when a tender prices is available. Also negotiated a \$200,513 reduction in fees as noted above.

The Airport Advisory Committee reviewed RPT 23-128 as per the Executive Committee request. The recommendations of the Airport Advisory Committee are provided in this report.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once approved by City Council, the City will adjust the Agreement accordingly to pay the outstanding invoices to Prairie Architecture Incorporated.

The Airport Advisory Committee will be informed of City Council decision.

FINANCIAL IMPLICATIONS:

The previously approved funding is \$635,040.

The increase required to pay the outstanding invoices is \$854,718

The funding for the cost of detail design is to come from the Passenger Facility Fee (PFF) Reserve. This fund was specifically set up to raise money for the design and construction of a new Airport Terminal. At the end of 2022 this fund had \$2,197,318 in reserve. The balance at the end of 2023 in the PFF Reserve, not including the required increase approval of \$854,718 is projected to be \$2,564,387.

| | |
|-------------------------------------|-------------|
| 2022 PFF Reserve Balance | \$2,197,318 |
| 2023 Projected PFF Reserve Balance | \$2,564,387 |
| Outstanding invoices to be approved | \$854,718 |

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy or privacy implications, official community plan, or other considerations.

STRATEGIC PLAN:

The 2020 Airport Strategic Master Plan places building a new Airport Terminal pivotal to the growth and success of the Prince Albert Airport.

OPTIONS TO RECOMMENDATION:

Council may choose to not approve this increase and stop the detail design where it stands now. This is not recommended as the City will not have a 100% tender ready package should a new grant funding program be announced in 2023. Also restarting design at a later date would increase the risk to errors and omissions made as not all the same designers will be available.

PUBLIC NOTICE:

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

Written by: Nykol Miller, Capital Projects Manager

Approved by: Director of Public Works & City Manager



RPT 23-182

TITLE: Social Services Bus Pass Program - Letter of Understanding

DATE: May 4, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the Mayor and City Clerk be authorized to execute the Letter of Understanding between the City of Prince Albert and the Ministry of Social Services with regards to the Discounted Bus Pass Program.

TOPIC & PURPOSE:

The purpose of this report is to receive Council approval for executing the Letter of Understanding (LOU) between the City of Prince Albert and the Ministry of Social Services in order to continue offering the Discounted Bus Pass Program to eligible customers.

BACKGROUND:

Since 2006, the City of Prince Albert has worked with the Ministry of Social Services to provide the Discounted Bus Pass Program. The Ministry of Social Services subsidizes the bus passes for their clients, paying \$25.00 per bus pass. In 2022, a total of 1570 discounted bus passes were purchased via this program in Prince Albert which equates to 131 passes per month on average. The subsidy amount for 2023/24 is \$25.00 per pass which remains the same as 2022/23.

PROPOSED APPROACH AND RATIONALE:

In order to provide the Ministry of Social Services clients with the Discounted Bus Pass Program, the Letter of Understanding between the City of Prince Albert and the Ministry of Social Services is required to be executed.

CONSULTATIONS:

The Ministry of Social Services was consulted to review the \$25.00 subsidy for eligible transit customers in the City of Prince Albert. The amount is provincially set and is not increasing for the April 1, 2023 – March 31, 2024 fiscal year.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The City will continue to publish the Discounted Bus Pass Program on its website.

FINANCIAL IMPLICATIONS:

The Ministry of Social Services financial contribution remains at \$25.00 per pass for eligible customers. The Ministry payments are made to the City of Prince Albert quarterly. The Ministry of Social Services client pays \$25.00 per bus pass, in addition to the subsidized amount, which results in \$50.00 in revenue for every pass sold. The discounted bus passes accounted for 26% of bus passes sold in 2022.

In 2022, the Social Services Bus Pass Program generated \$78,500 of revenue for the City of Prince Albert. This includes monthly bus passes purchased by eligible customers and the subsidy provided by the Ministry of Social Services.

PRIVACY IMPLICATIONS:

Private information is collected from those purchasing the pass to ensure that they qualify for the Discounted Bus Pass Program as required by the Ministry of Social Services. This collection of personal information has been assessed and has been made accessible only to necessary City Hall staff. City Hall is the only location that is able to sell these passes in the City of Prince Albert.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no Policy, Other Considerations/Implications, Official Community Plan, or Options to Recommendations.

STRATEGIC PLAN:

This initiative supports the long-term strategic plan to recognize and accommodate the unique needs of the City's various social sectors by providing subsidized transportation to eligible Ministry of Social Services clients.

PUBLIC NOTICE:

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

ATTACHMENTS:

Written by: Evan Hastings, Transportation and Traffic Manager

Approved by: Director of Public Works & City Manager



RPT 23-185

TITLE: Police Substation Parking

DATE: May 4, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the five (5) paid parking meters, located behind the Prince Albert Police Service Substation on the Unit Block of 10th Street East, be removed and designated as Police Parking Only.

ATTACHMENTS:

1. Police Substation Parking (RPT 23-173)

Written by: Executive Committee

TITLE: Police Substation Parking

DATE: April 21, 2023

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the five paid parking meters located behind the Prince Albert Police Service (PAPS) Substation located on the Unit Block of 10th Street East be removed and designated as Police Parking Only.

TOPIC & PURPOSE:

The purpose of this report is to review the request made by the PAPS for the removal of five existing parking meters to allow for nine additional Police parking stalls behind the PAPS Substation on the unit Block of 10th Street East.

BACKGROUND:

The PAPS downtown substation opened on November 19, 2019. At the time of opening 39 total stalls were designated as “Police Parking Only”. These stalls are used for staff members’ personal vehicles as well as fleet vehicles.

The building provides training facilities (classroom, tactical training area) and a gym which have become increasingly utilized since COVID-19 restrictions were lifted. This substation now hosts over 40 staff members and 23 fleet vehicles for regular operation.

PROPOSED APPROACH AND RATIONALE:

Although, 39 stalls are designated as Police parking, the PAPS substation now serves over 40 staff members and 23 fleet vehicles. For this reason there are no longer an adequate quantity of stalls to support the staff utilization of the facility. There are nine parking spaces located adjacent to the existing “Police Parking Only” stalls that would allow the additional parking stalls required to meet the current staffing demand (Shown in Attachment 1 – PAPS parking).

These parking meters have seen an average of 11 hours of paid public parking per stall per year since 2018. The stalls are rarely used by the public as they are located between the PAPS substation and a fenced Police parking compound. For this reason the removal of the meters will see minimal impact to revenue and to public parking.

CONSULTATIONS:

The Prince Albert Police Service was consulted in preparation of this report. On March 21, 2023 the PAPS officially requested the additional Police parking stalls in order to meet staff parking requirements.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Department of Public Works will inform the Prince Albert Police Service and the Parking Enforcement Unit of the decision for this report.

POLICY IMPLICATIONS:

This report follows the Parking Meter removal procedure set out in Section 7.14 of the Permanent and Temporary Parking Changes Policy.

FINANCIAL IMPLICATIONS:

The five parking meters (nine total stalls) located behind the PAPS substation have earned a total of \$593.30 over the last five years. This is equivalent to 11 hours of public parking per stall per year.

The new police parking signs will cost approximately \$250 for fabrication and installation.

OTHER CONSIDERATIONS/IMPLICATIONS:

There is no official community plan. There are no implications to privacy or options to the recommendation.

STRATEGIC PLAN:

This report supports the long-term strategic plan to support the PAPS and its Community Safety initiatives by providing adequate parking for the 10th Street East Police Substation staff.

PUBLIC NOTICE:

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

PRESENTATION:

Verbal Presentation provided by Transportation and Traffic Manager, Evan Hastings.

ATTACHMENTS:

1. Attachment 1 - PAPS Parking

Written by: Evan Hastings, Transportation and Traffic Manager

Approved by: Director of Public Works & City Manager

Secure Police Parking Spaces

Requested PAPS
Parking

Existing PAPS
Parking

Prince Albert
Police Service
SubStation



TITLE: Concrete Supply and Installation - 2023

DATE: May 7, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the City enters into the third (3) year of the negotiated supply contract for Concrete Supply and Installation with Wheatland Builders and Concrete Ltd., a wholly owned and operated division of B&B Construction Group Inc., with the option of one (1) additional year;
2. That Administration be authorized to negotiate the 2023 Concrete Price Schedule with Wheatland Builders and Concrete Ltd.; and,
3. That the Mayor and City Clerk be authorized to execute the 2023 Concrete Supply and Installation Contract utilizing City Council approved 2023 budgets and any other documentation on behalf of The City, once prepared.

TOPIC & PURPOSE:

Approving administration to negotiate the 2023 Concrete Supply and Installation Price Schedule will allow for the City to proceed with the Capital programs that require concrete curb, gutter, sidewalk and median construction.

BACKGROUND:

For over 15 years the City has had local concrete contractor Wheatland Building Concrete Ltd. (WBCL) perform the concrete work for the City. In 2017 the City issued a public Expression of Interest for the concrete construction and WBCL's was awarded the four year negotiated term. In 2021 the City put out a public Expression of Interest call and City Council approved awarding to Wheatland Builders and Concrete Ltd., a wholly owned and operated division of B&B Construction Group Inc. 2023 is the 3rd year of the negotiated term with option of one (1) additional year remaining.

PROPOSED APPROACH AND RATIONALE:

City Administration met with Wheatland Builders and Concrete Ltd., a wholly owned and operated division of B&B Construction Group Inc. to discuss the proposed rates for 2023. Administration has reviewed and have no concerns with the rates. Factors such as increases to the Carbon Tax and inflation, correlate directly to the rise in cost of labour, equipment and materials. Since awarding WBCL the Concrete Supply and Installation expression of interest in 2021, there has been an overall average increase to the negotiated rates of 6.1% for the items related to the bigger rate items such as curb & gutter, combined sidewalk, curb & gutter and sidewalk. Administration is confident that this is fair value, but these increases will effect the quantity of concrete that can be replaced compared to previous years.

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 roadway construction program, the Public Works department consults with B&B Construction Group, providing them with estimated quantities of work. The proposed negotiated rates are then presented by B&B Construction Group, reviewed and further negotiations ensue if necessary.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Concrete work is completed in conjunction with the 2023 paving program, with advisement being provided through the City's webpage and businesses and residents adjacent to the program being provided with hand delivered notices prior to the work commencing.

FINANCIAL IMPLICATIONS:

The Budgets utilized in the completion of the Concrete Supply and Installation Contract 2023 are;

- \$ 300,000 -2023 Concrete Sidewalk, Curb and Median Rehabilitation budget
- \$ 65,000 -2023 Concrete Sidewalk Replacement Program–Senior Residence
- \$ 40,000 -2022 Land Fund carry forward budget
- \$ 232,020 -2023 Sidewalk Maintenance Program – Approximately half the budget is used for concrete supply and a portion for installation
- -2023 Watermain Replacement Program – A portion of allocated budget is for concrete repairs
- -2023 Sanitary and Storm Sewer Program Capital and Operations – A portion of allocated budget is for concrete repairs
- -2023 Lead Service and Hydrant Replacement Programs– a portion of the allocated budget is for concrete repairs

The Negotiated Price Schedule will be utilized for payment on 2023 Council approved budgets for concrete supply and installation. There are no further implications to the already approved budgets.

At the March 29, 2023 Special City Council meeting, Bylaw No. 7 of 2023 passed, which is commonly known as the Roadways Special Tax. This bylaw amalgamated the Concrete Sidewalk, Curb & Median Rehabilitation Program with the Roadways Paving Program as the construction of concrete sidewalks and curb are primarily determined through the roadway program. The Roadways Special Tax will generate \$4,409,073 for the combined programs.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other considerations or implications policy or privacy implications, Official Community Plan or Options to Recommendation.

STRATEGIC PLAN:

This report supports the proactive strategy of Infrastructure Management where by the Concrete Supply and Installation Program is selected through a combination of the utility replacement program and roadway paving asset management software.

PUBLIC NOTICE:

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

Written by: Nykol Miller, Capital Projects Manager

Approved by: Director of Public Works & City Manager

TITLE: Asphalt Supply and Paving - 2023

DATE: **May 7, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

Asphalt Supply and Paving

1. That the City enters into the third (3) year of the negotiated supply contract for Asphalt Supply and Paving, with B&B Construction Group Inc., with the option of one (1) additional year;
2. That Administration be authorized to negotiate the 2023 Asphalt and Paving Price Schedule with B & B Construction Group Inc.; and,
3. That the Mayor and City Clerk be authorized to execute the 2023 Asphalt Supply and Paving Contract utilizing City Council approved 2023 budgets and any other documentation on behalf of The City, once prepared.

TOPIC & PURPOSE:

Approving administration to negotiate the 2022 Asphalt Paving Price Schedule will allow for the City to proceed with the Capital programs that require roadway construction, asphalt and paving.

BACKGROUND:

In 2005 the City tendered the Paving Contract and the only bidder was B&B Asphalt. The City then entered into a four year annual negotiated contract. That contract was renewed two more times in 2009 and again in 2013. In 2017, the City put out a public Expression of Interest call for Asphalt Contractors and there was only one submission received from B&B Construction Group Inc., to which they were awarded the four year negotiated term. In 2021 the City put out a public Expression of Interest call and City Council approved awarding to B&B Construction Group Inc., for a one (1) year negotiated Contract, with the option of three (3) additional years. 2023 is the 3rd year of the negotiated term with option of one (1) additional years remaining.

PROPOSED APPROACH AND RATIONALE:

City Administration met with the B&B Construction Group Inc. to discuss the proposed rates for 2023. Administration has reviewed and have no concerns with the proposed rates. Factors such as increases to the Carbon Tax and inflation, correlate directly to the rise in cost of labour, equipment and materials. In 2013, City Council implemented a Base Tax to be utilized for the Roadways Recapping Program. Since the Base Tax inception in 2013, all of the negotiated items have increased, with two examples being an increase of 22% to the cost of paving and a 167% increase to natural gas over the past 11 years. Administration is confident that this is fair value, but these increases have and will effect the quantity of paving construction that can be completed compared to the previous years.

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 roadway construction program, the Public Works department consults with B&B Construction Group, providing them with estimated quantities of work. The proposed negotiate rates are then presented by B&B Construction Group, reviewed and further negotiations ensue if necessary.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The 2023 paving program is on the City's webpage and businesses and residents adjacent to the program are provided with hand delivered advisements prior to the construction work occurring.

FINANCIAL IMPLICATIONS:

The Budgets that will utilized in the completion of the 2023 Asphalt and Paving Contract are;

- \$4,100,000 - 2023 Roadway Recapping budget
- \$ 350,000 -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. City's portion of the contribution from the Roadway Recapping budget.
- \$ 59,239 - 2022 Roadway Recapping carry forward budget
- \$ 100,000 - 2022 Land Fund carry forward budget
- \$ 78,984 - Community Services Budget for miscellaneous paving projects

The Negotiated Price Schedule will be utilized for payment on 2023 Council approved budgets that include roadway construction and paving. There are no further implications to the already approved budgets.

At the March 29, 2023 Special City Council meeting, Bylaw No. 7 of 2023 passed, which is commonly known as the Roadways Special Tax. This bylaw amalgamated the Concrete Sidewalk, Curb & Median Rehabilitation Program and the Roadways Paving Program as the construction of concrete sidewalks and curb are primarily determined through the roadway program. The Roadways Special Tax will generate \$4,409,073 for the combined programs.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other considerations or implications, policy or privacy implications, Official Community Plan or Options to Recommendation.

STRATEGIC PLAN:

This report supports the proactive strategy of Infrastructure Management where by the Asphalt Supply and Paving Program is selected through a combination of the utility replacement program and roadway paving asset management software.

PUBLIC NOTICE:

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

Written by: Nykol Miller, Capital Projects Manager

Approved by: Director of Public Works & City Manager

TITLE: 2023 Dust Suppression

DATE: **May 9, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That Bylaw No. 15 of 2023 be introduced and given three (3) readings.

TOPIC & PURPOSE:

The purpose of this report is to seek Council's approval for the 2023 Dust Suppression Program. Dust suppression material will be applied to specific streets and lanes as per the attached Dust Suppression Bylaw.

BACKGROUND:

The Public Works Department delivers a dust suppression program in order to provide a dust free surface on existing gravel streets throughout the city as per the Bylaw. The material that the City utilizes as dust suppressants are calcium chloride, canola oil and emulsified asphalt products. These products are widely used for dust control applications.

PROPOSED APPROACH AND RATIONALE:

Unpaved streets that qualify for the Dust Suppression Program have more than 50% of the adjacent property owners in favour of dust proofing.

The City currently uses the following process for this program:

- 1) A media release as well as notices on Social Media were published on March 21, 2023 to notify residents of the process to have their street, avenue or lane added to or removed from the annual dust suppression program. Residents were requested to notify the Director of Public Works, in writing or their wishes.
- 2) Adjacent property owners on unpaved streets can petition the City to add or delete their block from the Dust Suppression Program.
- 3) Over 50% of the adjacent property owners representing more than 50% of the assessable value must agree to add or delete a street from the Program.

- 4) Public Notice with an attached list of affected properties is given as set out in the Public Notice Bylaw No. 24 of 2015. Public Notice was being advertised in the May 4, 2023 City Page of the Prince Albert Daily Herald.
- 5) The Public Works Department submits a Bylaw to City Council setting the rates and list of streets and lanes on the Dust Suppression Program. The Dust Suppression Bylaw for 2023 is included as an attachment to this report.

It is anticipated that two dust control applications will be applied this year, one application in June and one in July or August, weather permitting. With the, rates for 2023 set at \$1.99 per foot frontage of street and \$1.49 per foot frontage of lane per application.

These prices compare with \$1.20 per foot frontage of street and \$0.90 per foot frontage of lane in 2022. These prices have been increased due to inflationary pressures on the materials used for stabilizing the road surface.

CONSULTATIONS:

Administration consulted the City Solicitor, Communications, City Clerk's office and Finance in the creation of the report and bylaw for the 2023 Dust Suppression Program.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Public Works, in conjunction with the Communications Office, created a media release, updated Dust Suppression webpage and social media notices as of March 21, 2023 to notify residents of the process to have their block added to the dust suppression program, including a deadline of April 14, 2023 to notify the Director of Public Works in writing of their wishes to be added to or removed from the program.

As of April 14, 2023, the Department of Public Works had not received any notice from residents wishing to be added or removed from the program.

Public Notice was completed in accordance with the Public Notice Bylaw No. 24 of 2015, as follows:

- Notice in Prince Albert Daily Herald – on May 4, 2023. A copy of the notice (Prince Albert Daily Herald Dust Suppression Ad) is attached.
- Notice posted in Bulletin Board in City Hall – on May 4, 2023.
- Notice posted on City's Website – on May 4, 2023.

All the notices closed on May 9, 2023 at 4:45 P.M.

Note: The Public Notice listed above contained a typographical error referencing Bylaw No. 15 of 2022 instead of 2023.

FINANCIAL IMPLICATIONS:

A budget of \$86,490 has been included in the 2023 Operating Budget for the completion of the dust suppression program.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no Policy, Privacy or Other Considerations/Implications.

STRATEGIC PLAN:

The implementation of the 2023 Dust Suppression Program supports both the Urban Transportation infrastructure and Engaged Government sections of the City's Strategic Plan by expanding on the City's communication of the program with residents and by supporting the maintenance of the City's existing urban transportation network.

OFFICIAL COMMUNITY PLAN:

The completion of the 2023 Dust Suppression Program is in support of Section 1.6.3 – Transportation and Infrastructure of the Official Community Plan.

OPTIONS TO RECOMMENDATION:

There are no options to the recommendation.

PUBLIC NOTICE:

Public Notice is required for consideration of this matter, pursuant to Section 3 (insert the appropriate section) of Public Notice Bylaw No. 24 of 2015. The following notice was given:

- Notice in Prince Albert Daily Herald – on May 4, 2023.
- Notice posted in Bulletin Board in City Hall – on May 4, 2023.
- Notice posted on City's Website – on May 4, 2023.

ATTACHMENTS:

1. 2023 Dust Suppression Bylaw
2. Schedule A to Bylaw 15 of 2023
3. Prince Albert Daily Herald Dust Suppression Notice

Written by: Jeff Da Silva, Acting Director or Public Works

Approved by: City Manager

CITY OF PRINCE ALBERT BYLAW NO. 15 OF 2023

A Bylaw of The City of Prince Albert to establish the 2023 charge for placing and maintaining a dustless surface or partially dustless surface in streets and lanes

WHEREAS Section 275 of *The Cities Act* permits that Council may by special tax bylaw raise revenue to pay for a dust suppression program (more specifically defined in this Bylaw as “work”) servicing and benefitting the properties identified in Schedule A to this Bylaw, such work to be completed within the current taxation year;

AND WHEREAS it is deemed advisable to establish in 2023, a charge for such work in accordance with the provisions of *The Cities Act*.

NOW THEREFORE the Council of The City of Prince Albert, in open meeting assembled enacts as follows:

1. In this Bylaw "work" shall mean and include the placing and maintaining of a dustless surface or partially dustless surface by means of calcium chloride, petroleum oils or any other substance used as a dust palliative.
2. That the 2023 charge as estimated by the Director of Public Works or his/her designate for placing and maintaining a dustless surface or partially dustless surface for rear lane dust suppression only (maximum width 20') shall be as follows:
 - (a) for dust suppression treatment or stabilization to provide a dust free surface in rear lanes - \$1.49 per foot frontage per application.

3. That the 2023 charge as estimated by the Director of Public Works or his/her designate for placing and maintaining a dustless surface or partially dustless surface for streets shall be as follows:
 - (a) for dust suppression treatment or stabilization to provide a dust free surface - \$1.99 per foot frontage of street per application.
4. The estimated cost of the dust suppression program service and work benefitting all properties cumulatively listed in Schedule A to this Bylaw is \$87,000 pursuant to the approved City of Prince Albert Budget for the current taxation year.
5. The charge pursuant to the provisions of this Bylaw shall be levied against all assessed owners of land abutting on the work on a per foot frontage basis without reference to the width of the street or lane.
6. The charge pursuant to this Bylaw shall be added to the Tax Roll as a Special Assessment against the land as listed on the attached Schedule "A" and shall be recoverable in the same manner as other taxes that are in lien on the land.
7. In the case of corner lots, the owner shall be assessed for the whole frontage and for that portion of the flankage exceeding 122 feet, where such flankage abuts directly upon the work.
8. Any person who considers that an error or omission was made in the application or calculation of the special tax on his or her property may notify the municipality in writing by June 30th, 2024, requesting City Council to review the application or calculation of the tax rate regarding the property in question.
9. The City Clerk will cause any person(s) who have requested a review to be notified of the time, date and place at which City Council will meet to hear and review the requests.
10. That Bylaw No. 15 of 2022 and all amendments are hereby repealed.

11. This Bylaw shall come into force and take effect on, from and after the final passing thereof.

INTRODUCED & 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 THIS DAY OF , A.D. 2023.

MAYOR

CITY CLERK

Schedule A to Bylaw 15 of 2023

| Street/Avenue | From | To | Length (feet) | Length (m) |
|--------------------------|-------------------|--|------------------|---------------|
| East Flat Streets | | | | |
| 2 St E | E. Side of 8 Ave | W. Side 9 Ave | 694 | 211.40 |
| 2 St E | E. Side of 9 Ave | W. Side 10 Ave | 692 | 211.02 |
| Lane (4-5 St E) | E. Side of 6 Ave | W. side of 7 Ave | 950 | 289.57 |
| Lane (5-6 St E) | E. Side of 6 Ave | W. side of 7 Ave | 877 | 267.42 |
| 6 St E | E. Side of 1 Ave | W. side of 3 Ave | 1013 | 308.82 |
| 6 St E | E. Side of 3 Ave | W. side of 4 Ave | 416 | 126.93 |
| 6 St E | E. Side of 8 Ave | former Prince Charles School property | 253 | 76.98 |
| S Side 6 St E | E. Side of 12 Ave | W. side of 13 Ave | 705 | 214.96 |
| 7 St E | E. Side of 3 Ave | W. side of 4 Ave | 396 | 120.70 |
| 17 St E | E. Side of 1 Ave | W. side of 2 Ave | 429 | 130.67 |

East Flat Avenues

| | | | | |
|----------|---------------------|----------------|-----|--------|
| 3 Ave E | S. Side of River St | N Side of 6 St | 264 | 80.38 |
| 4 Ave E | S. Side of 6 St | N Side of 7 St | 271 | 82.64 |
| 11 Ave E | S. Side of 6 St | N Side of 7 St | 379 | 115.46 |

East Hill Streets

| | | | | |
|---------|------------------------|------------------|------|--------|
| 18 St E | E. Side of 1 Ave | W. side of 6 Ave | 2912 | 887.60 |
| 30 St E | E. Side of Central Ave | W. side of 1 Ave | 553 | 168.58 |

East Hill Avenue

| | | | | |
|---------|------------------|------------------|-----|-------|
| 5 Ave E | S. Side of 18 St | N. Side of 19 St | 264 | 80.60 |
|---------|------------------|------------------|-----|-------|

West Flat Streets

| | | | | |
|---------|-------------------|-------------------|------|--------|
| 12 St W | E. Side of 8 Ave | W. side of 9 Ave | 743 | 226.58 |
| 14 St W | W. Side of 8 Ave | E. side of 9 Ave | 678 | 206.56 |
| 14 St W | W. Side of 13 Ave | E. side of 14 Ave | 383 | 116.82 |
| 14 St W | W. Side of 15 Ave | E. side of 16 Ave | 373 | 113.58 |
| 16 St W | W. Side of 12 Ave | E. side of 14 Ave | 836 | 254.96 |
| 16 St W | W. Side of 15 Ave | E. side of 16 Ave | 406 | 123.68 |
| 17 St W | W. Side of 8 Ave | E. side of 9 Ave | 678 | 206.61 |
| 18 St W | W. Side of 6 Ave | E. side of 9 Ave | 1825 | 556.14 |

West Flat Avenues

| | | | | |
|----------|---------------------|------------------|-----|--------|
| 8 Ave W | S. Side of 17 St | N. Side of 18 St | 239 | 72.85 |
| 10 Ave W | S. Side of 17 St | N. Side of 18 St | 239 | 72.90 |
| 11 Ave W | S. Side of River St | N. Side of 12 St | 249 | 75.92 |
| 13 Ave W | River Street | N. Side of 12 St | 283 | 86.16 |
| 13 Ave W | S. Side of 14 St | Lane S. of 14 St | 120 | 36.48 |
| 14 Ave W | S. Side of 15 St | N. Side of 16 St | 250 | 76.22 |
| 16 Ave W | S. Side of 13 St | N. Side of 15 St | 546 | 166.50 |

Hazeldell

| | | | | |
|--------------|-----------------|--------------|-----|--------|
| Cambridge St | 2 Ave NW | 3 Ave NW | 600 | 182.88 |
| 2 Ave NW | Riverside Drive | Cambridge St | 746 | 227.53 |
| 3 Ave NW | Riverside Drive | Cambridge St | 747 | 227.61 |



City of Prince Albert

PUBLIC NOTICE 2023 DUST SUPPRESSION PROGRAM

Pursuant to The City's Public Notice Bylaw No. 24 of 2015, the Council of The City of Prince Albert intends to consider Bylaw No.15 of 2022, which will allow for dust suppression of the following streets with sufficient coats of suppressant to provide a relatively dust free traveling surface throughout the summer, and to charge abutting property owners:

- \$1.99 per foot frontage of **street** for dust suppression or stabilization to provide a dust free surface per application.
- \$1.49 per foot frontage of **lane** for dust suppression or stabilization to provide a dust free surface per application.

| Street/Avenue | From | To | Length (feet) | Length (M) |
|--------------------------|-------------------|---------------------------------------|---------------|------------|
| East Flat Streets | | | | |
| 2 St E | E. Side of 8 Ave | W. Side 9 Ave | 694 | 211.40 |
| 2 St E | E. Side of 9 Ave | W. Side 10 Ave | 692 | 211.02 |
| Lane (4-5 St E) | E. Side of 6 Ave | W. side of 7 Ave | 950 | 289.57 |
| Lane (5-6 St E) | E. Side of 6 Ave | W. side of 7 Ave | 877 | 267.42 |
| 6 St E | E. Side of 1 Ave | W. side of 3 Ave | 1013 | 308.82 |
| 6 St E | E. Side of 3 Ave | W. side of 4 Ave | 416 | 126.93 |
| 6 St E | E. Side of 8 Ave | Former Prince Charles School property | 253 | 76.98 |
| S Side 6 St E | E. Side of 12 Ave | W. side of 13 Ave | 705 | 214.96 |
| 7 St E | E. Side of 3 Ave | W. side of 4 Ave | 396 | 120.70 |
| 17 St E | E. Side of 1 Ave | W. side of 2 Ave | 429 | 130.67 |

East Flat Avenues

| | | | | |
|----------|---------------------|----------------|-----|--------|
| 3 Ave E | S. Side of River St | N Side of 6 St | 264 | 80.38 |
| 4 Ave E | S. Side of 6 St | N Side of 7 St | 271 | 82.64 |
| 11 Ave E | S. Side of 6 St | N Side of 7 St | 379 | 115.46 |

East Hill Streets

| | | | | |
|---------|------------------------|------------------|------|--------|
| 18 St E | E. Side of 1 Ave | W. side of 6 Ave | 2912 | 887.6 |
| 30 St E | E. Side of Central Ave | W. side of 1 Ave | 553 | 168.58 |

East Hill Streets

| | | | | |
|---------|------------------|------------------|-----|-------|
| 5 Ave E | S. Side of 18 St | N. Side of 19 St | 264 | 80.60 |
|---------|------------------|------------------|-----|-------|

West Flat Streets

| | | | | |
|---------|-------------------|-------------------|-----|--------|
| 12 St W | E. Side of 8 Ave | W. side of 9 Ave | 743 | 226.58 |
| 14 St W | W. Side of 8 Ave | E. side of 9 Ave | 678 | 206.56 |
| 14 St W | W. Side of 13 Ave | E. side of 14 Ave | 383 | 116.82 |

West Flat Streets Con't

| | | | | |
|---------|-------------------|-------------------|------|--------|
| 14 St W | W. Side of 15 Ave | E. side of 16 Ave | 373 | 113.58 |
| 16 St W | W. Side of 12 Ave | E. side of 14 Ave | 836 | 254.96 |
| 16 St W | W. Side of 15 Ave | E. side of 16 Ave | 406 | 123.68 |
| 17 St W | W. Side of 8 Ave | E. side of 9 Ave | 678 | 206.61 |
| 18 St W | W. Side of 6 Ave | E. side of 9 Ave | 1825 | 556.14 |

West Flat Avenues

| | | | | |
|----------|---------------------|------------------|-----|--------|
| 8 Ave W | S. Side of 17 St | N. Side of 18 St | 239 | 72.85 |
| 10 Ave W | S. Side of 17 St | N. Side of 18 St | 239 | 72.90 |
| 11 Ave W | S. Side of River St | N. Side of 12 St | 249 | 75.92 |
| 13 Ave W | River Street | N. Side of 12 St | 283 | 86.16 |
| 13 Ave W | S. Side of 14 St | Lane S. of 14 St | 120 | 36.48 |
| 14 Ave W | S. Side of 15 St | N. Side of 16 St | 250 | 76.22 |
| 16 Ave W | S. Side of 13 St | N. Side of 15 St | 546 | 166.50 |

Hazeldell

| | | | | |
|--------------|-----------------|--------------|-----|--------|
| Cambridge St | 2 Ave NW | 3 Ave NW | 600 | 182.88 |
| 2 Ave NW | Riverside Drive | Cambridge St | 746 | 227.53 |
| 3 Ave NW | Riverside Drive | Cambridge St | 747 | 227.61 |

If any person wishes to appear before City Council regarding this matter, please provide your submissions to the City Clerk by 4:45 p.m. on Tuesday May 9th, 2023 using the mail drop box located at City Hall, west entrance or visit www.citypa.ca or call the City Clerk's Office at 306-953-4305 for further information on the requirements to appear.

Anyone requiring any further information with respect to the Program is asked to contact the Director of Public Works by telephone at 953-4000.



RPT 23-183

TITLE: Alfred Jenkins Field House Artificial Turf Replacement

DATE: May 9, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That RFP#27/23 for the Alfred Jenkins Field House Artificial Turf be awarded to Field turf in the amount of \$470,694.00 including PST.

That any Landfill fees be waived that pertain to the project.

That the project is funded through the Alfred Jenkins Field House Improvement Reserve in support of the Artificial Turf Replacement.

That Maintenance Equipment for the Artificial Turf be purchased at a cost of \$17,807.82 including taxes and be funded through the Alfred Jenkins Field House Improvement.

That Mayor and City Clerk be authorized to execute any necessary contracts on behalf of the City of Prince Albert.

TOPIC & PURPOSE:

To award RFP# 27/23 with respect to the Alfred Jenkins Field House Turf Replacement.

BACKGROUND:

The following resolution dated April 3rd, 2023 was approved during Executive Committee Meeting regarding the sending out of a RFP on removal and replacement of the Artificial Turf at the Alfred Jenkins Field House.

- 1. That Administration be authorized to issue a Request for Proposal for the replacement of the Artificial Turf at the Alfred Jenkins Field House; and,*
- 2. That Administration prepare a Report regarding the results of the Request for Proposal for consideration at the May 15, 2023 City Council meeting.*

PROPOSED APPROACH AND RATIONALE:

Two proposals were received as follows:

| | |
|-----------|--------------|
| FieldTurf | \$494,228.74 |
| GTR TURF | \$427,350.00 |

The call for proposals closed on April 26th, 2023 and was evaluated as outlined below:

| Company | GTR TURF | FIELDTURF |
|---|---------------------|------------------|
| Relevant Experience and Knowledge (60) | 55 | 55 |
| Demonstrates Ability to meet all RFP requirements, qualifications and City expectations as outlined in RFP document (30) | 21 | 27 |
| Ability to meet Schedule milestones and completion dates (60) | 41 | 48 |
| Additional information as required (30) | 20 | 23 |
| References (60) | 51 | 53 |
| Cost (60) | 52 | 54 |
| Total Score | 240 | 260 |

Rational for Scoring

- Both companies indicated a strong knowledge and experience with Artificial Turf. FieldTurf did provide and highlight more projects working within indoor facilities.
- FieldTurf clearly identified information from the Request for Proposal that met the requirements on warranty, providing stitched lines and our preference on a 57 mm pile height.
- FieldTurf clearly outlined ability to meet schedule milestones and completion dates. GTR didn't clearly outline this in their proposal leaving uncertainty to when they would be able to complete the project.
- FieldTurf clearly itemized the breakdown of their costs on Removal and Installation along with options to pricing on FIFA Quality Pro Field Testing Certification and Maintenance Equipment. GTR didn't clearly itemize the breakdown of their cost leaving concern on what it all included

FieldTurf is recommended based on the following:

1. A combination of their experience, knowledge of Artificial Turf and ability to meet the project requirements and clear construction schedule.
2. It is also important to note that they pay particular attention to the day to day operation of Alfred Jenkins Field House during the renovations. The work will be completed in July or August 2024 causing least disruption to the facility and programming.
3. Recent notable projects include the Weyburn Indoor Sports Centre and Gordie Howe Sports Complex.
4. FieldTurf has met the specs on a product that will give the City of Prince Albert at least 10 years of warranty and consists of a polypropylene shock pad and a Vertex-CORE-57mm monofilament super fiber.
5. Provided all the details on the warranty, timelines, disposal of existing turf and installation of permanent lines.

CONSULTATIONS:

The Community Services Department has consulted with Prince Albert Youth Soccer Association on this project.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Community Services Department would communicate with Prince Albert Minor Soccer and the Public on the timelines of the installation of the Artificial Turf. The Installation of the Artificial Turf will occur in July or August 2024 and will take approximately 4 weeks to complete.

FINANCIAL IMPLICATIONS:

The project budget was estimated to be \$510,000.00 including PST. The breakdown of the cost of the project is as below.

- Installation and Removal of New Artificial Turf Product \$494,228.74
- Replacement of the spectator netting - \$20,000.00
- Maintenance Equipment for Artificial Turf - \$17,807.82

Total = \$532,036.56

*** The City will recover the GST on the project which is \$24,336.70. This will bring the Total cost of the project to \$507,699.86. ***

Below is the summary of the Alfred Jenkins Field House Improvements Reserve since its implementation in 2017 to the end of 2022:

| Alfred Jenkins Field House | | | | | | | | |
|--|-------------|-------------|--------------|--------------|--------------|---------------|--------------|---------------|
| <i>** credit is noted as a positive number</i> | | | | | | | | |
| <i>** debits/expenses noted as a negative number</i> | | | | | | | | |
| | Year 2016 | Year 2017 | Year 2018 | Year 2019 | Year 2020 | Year 2021 | Year 2022 | TOTAL |
| Beginning Balance | \$0.00 | \$18,000.00 | \$83,266.47 | \$155,338.00 | \$228,281.65 | \$302,281.65 | \$357,424.25 | |
| City Allocation to Reserve | | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$120,000.00 |
| Sponsorship Revenue | \$18,000.00 | \$28,500.00 | \$19,500.00 | \$20,500.00 | \$20,500.00 | \$20,500.00 | | \$127,500.00 |
| Annual Rental Fee by PAYSAs | | \$15,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$165,000.00 |
| Facility Improvement Surcharge - Turf | | \$1,766.47 | \$2,571.53 | \$2,443.65 | \$3,500.00 | \$3,500.00 | \$2,555.57 | \$16,337.22 |
| 2021 Capital: Malhotra Room Flooring | | | | | | (\$18,857.40) | | (\$18,857.40) |
| Ending Reserve Balance | \$18,000.00 | \$83,266.47 | \$155,338.00 | \$228,281.65 | \$302,281.65 | \$357,424.25 | \$409,979.82 | \$409,979.82 |

The balance as of December 31st, 2022 is \$409,979.82.

The following Reserve Fund allocations are budgeted for in 2023:

- \$20,000.00 from the City of Prince Albert
- \$30,000 Annual Rental allocation from the Prince Albert Youth Soccer Association.
- \$50,000 additional commitment in 2023 in support of the Turf Replacement Project.
- \$3,000 from the Facility Improvement Surcharge – Turf Rentals
- 2023 Sponsorship Campaign is currently underway. As of the date of this report, sponsorship commitments are confirmed in the amount of \$12,500.
- Total 2023 allocations equal \$115,500.00.

As a result, the balance available from the Alfred Jenkins Field House Improvements Reserve is \$525,479.82 as of the date of this report.

STRATEGIC PLAN:

The replacement of the Artificial Turf aligns with the Investing in Infrastructure of the City's Strategic Plan.

OFFICIAL COMMUNITY PLAN:

The proposed concept for replacing the Artificial Turf 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.

ATTACHMENT:

1. RFP - Alfred Jenkins Fieldhouse Artificial Turf Replacement

Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services and City Manager



City of Prince Albert

Request for Proposal# **XX/XX**

Alfred Jenkins Field House Artificial Turf Replacement

1 Objective(s)

The City of Prince Albert is seeking a Bidder to remove existing turf and then supply and install a high performance artificial synthetic Turf system at Alfred Jenkins Fieldhouse.

2 Instructions to Bidders

Proposals must be received by **2:00pm, Saskatchewan Time, Wednesday, April 26, 2023**

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

- File “A” will contain your Cover Letter, Company Profile, Project Team, Company Experience, Proposed Scope of Work | Project Approach, References.
- File “B” will contain pricing being offered and all financial considerations.
- The two (2) files must be submitted through the VendorPanel software.
- File “A” will be opened by the Purchasing Department and a *List of Proposers* recorded.
- File “B” with File “A” will be forwarded to the selection committee for evaluation.

Proposals must be received through the VendorPanel Software. Proposals received by email or fax will not be accepted.

3 Inquiries

Inquiries, interpretations, and questions regarding this Request for Proposal (RFP) are to be directed through the VendorPanel software.

4 RFP Process

Request for Proposals received by the Purchasing Department **after 2:00pm, Saskatchewan Time, Wednesday, April 26, 2023** will not be considered.

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

5 Schedule

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

RFP Release Date: Tuesday, April, 11, 2023.

RFP Closing Date: Wednesday, April 26, 2023.

Approval by City Council: Monday May 15, 2023.

Intention to Award Proposal: Tuesday May 16, 2023

Please note that the project must be completed during the July to early August timeframe. 2023 is the preference with the option to lock in pricing for completion in 2024.

6 Background

The City of Prince Albert is seeking a Bidder to remove existing turf and then supply and install a high performance Artificial synthetic Turf system at the Alfred Jenkins Field House. The current Artificial Turf Field area at the Alfred Jenkins Field House is approximately 40,000 Square Feet and consists of a synthetic turf system called Sportexe. This type of system is made up of nylon fibers with a rubber infill. At the time of installation, the warranty of the Sportexe turf was 8 years with an expected life cycle of 8 - 10 years.

7 Requirements | Scope of Work

7.1 Project Goal

The City of Prince Albert is seeking a Bidder to supply and install a high performance Artificial Synthetic Turf system at the Alfred Jenkins Field House.

7.2 Experience

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

7.3 Qualifications

The successful Bidder must be able to meet and prove the following qualifications:

- All businesses operating or providing services within the corporate boundaries of the City of Prince Albert must have a valid City of Prince Albert Business License. The Business License must be issued before operations begin. For more information regarding business licensing, please contact the Economic Development Coordinator in Planning & Development Services at 306-953-4384;

- All businesses will be required to comply with the City's safety program <http://citypa.ca/City-Hall/Policies/Occupational-Health-and-Safety-Policy>. If the Business has a safety program that exceeds the City's program they will be allowed to follow their program as it is a higher standard. Any safety program questions can be directed to the Coordinator Health Safety & Environment 306-953-4360;
- Must be in good standing with Workers' Compensation Board (WCB);
- Must meet all legislated requirements for the *Scope of Work* being undertaken (i.e. Occupational Health and Safety, Environment, etc.); and,
- Have comprehensive General Liability Insurance coverage including Public Liability Insurance in a minimum amount of five million dollars (\$5,000,000.00).

7.5 Scope of Work / Project Requirements

Scope of work to include all labour, material, equipment, transportation and services necessary to remove existing turf and then install a high performance artificial synthetic Turf system for the City of Prince Albert.

- The contractor must be both a FIFA and World Rugby elite Preferred Producer in 2023 and provide the appropriate certificates verifying same.
- The turf product offered must be a FIFA Quality Pro certified artificial turf system in 2023 and the appropriate FIFA Quality test report verifying same must be submitted.
- The contractor shall provide independent testing report of the synthetic turf materials prior to shipment to the project site.
- Delivery of the synthetic turf materials (not including infill) a minimum of 2 days prior to the scheduled installation of the materials;
- Provide extra turf materials (spare parts) to the Owner for future repair and protective purposes.
- Provide all appropriate maintenance and repair manuals and warranty as described in the specifications.

- The contractor may be required to bring in a FIFA accredited testing laboratory to test the planarity of the surface as well as drainage rates prior to installation and after installation of the turf, should the Owner decide if this is required.
- The contractor may be required to remove and dispose of the existing turf currently on site.
- A complete field lining, marking and field boundary system with team area limits, as shown on the Drawings, shall be provided with the initial installation of the surfacing system. Layouts shall be accurately surveyed and marked prior to Installation.
- All lines and field markings are to be tufted in or installed as synthetic turf inlays. Wherever possible, lines shall be tufted into the turf panels in lieu of inlays. All markings shall be uniform in colour, providing a sharp contrast with the turf colour, and shall have sharp and distinct edges. Markings shall be true and shall not vary more than 5mm from specified width and location. Inlaid lines glued into the paying field shall be 4mm shorter than the manufactured turf panels to ensure consistent height of fibers once installed.
- Applicable American Society for Testing Materials (ASTM), (latest edition)
- Federation Internationale de Football Association (FIFA) – Soccer: Official Rules, most current edition.
- All products used shall comply with all current law and regulations of Saskatchewan and Canada

8 Project Budget

The City of Prince Albert’s total maximum budget for Alfred Jenkins Field House Artificial Turf Replacement is \$480,000 (this is with Taxes included). This does not include the work to be completed by the City of Prince Albert. If you cannot deliver **the requirements for this price, please indicate which deliverable/location you would focus on from the Scope of Work. Payment for description will be XX% after schedule milestone.**

9 Proposal Response Guidelines

To ensure your Proposal is considered for evaluation you are required to submit via VendorPanel two (2) files as outlined below.

9.1 File “A”

Cover Letter

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

Company Profile

A brief company profile indicating time in business, location of business, number of employees, type of business, and key contact person. Include a description of any relevant experience undertaking similar projects.

Project Team

Indicate who will be assigned to the project and include a brief description of their relevant experience and education. Include any sub-contractors, if applicable, and their role in the project.

Project Experience

Provide three (3) examples of previous completed projects with similar scope, criteria, budget, and size to this RFP.

References

Provide three (3) relevant references. References from current City of Prince Albert employees will not be considered.

Proposed Scope of Work | Project Approach

The successful Bidder will:

- Include a brief description of the Proposed Scope of Work and Project Approach.

The successful Bidder must also provide a copy of their valid City of Prince Albert Business License, a letter of good standing from WCB, and proof of comprehensive General Liability Insurance coverage including Public Liability Insurance in a minimum amount of five million dollars (\$5,000,000.00). If a Bidder does not currently have the requirements listed above, they must include, within the *Proposed Scope of Work*, their intention to purchase the Business License, insurance, and other coverage, before commencing any work for the City of Prince Albert. If a Bidder is unable to get the required WCB coverage (i.e. WCB for self-employed Bidder) than the costs of the coverage through the City will be taken from the Total Proposed Bid Price. Proof/copies of these requirements must be submitted to the City before *Schedule Milestone or date*. In the event the successful Bidder fails to provide proof/copies of required qualifications, the City of Prince Albert reserves the right to cancel the Request for Proposal or award the project to another Bidder.

9.2 File “B”

Costs and Charges

Submit the attached RFP Bid Form including all project costs in File “B”. Note each cost that needs to be provided in File “B” and what it should include.

10 Evaluation

The RFP Evaluation Committee will evaluate each Proposal for completeness based on the following scale:

| | Maximum Points |
|---|----------------|
| Relevant experience and knowledge | 20 |
| Demonstrated ability to meet all RFP requirements and qualifications, and City expectations, as outlined in the RFP document. | 10 |
| Ability to meet <i>Schedule</i> milestones and completion dates. | 20 |
| Additional information as required. | 10 |
| References | 20 |
| Cost | 20 |
| Total Points | 100 |

11 Terms and Conditions

1. The Request for Proposal (RFP) provides for the **Receipt of Proposals for: Alfred Jenkins Fieldhouse Artificial Turf Replacement RFP** standard features included in the pricing. Separate pricing for all optional features listed must be provided in accordance with the Terms and Conditions of this Request for Proposal.
2. Financial considerations, including fees and pricing, must be submitted in File “B”. However, in extenuating circumstances Proposals will be received via email submission. Only the Purchasing Manager or their Appointee may approve and accept the email submission. All unit prices must be clearly indicated.

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

The Proposal must be signed in the space provided on the *Bid Form* with the signature of a signing officer of the Proposal. If a joint Proposal is submitted, it must be signed and addressed on behalf of the Bidder.

3. Prices quoted are to be net prices and are to remain firm during the effective dates of this Request for Proposal. All pricing provided to be quoted in **Canadian Funds** inclusive of all applicable taxes, duties and fees at the time of closing, where applicable and shall be F.O.B. any point in the City of Prince Albert.
4. The City of Prince Albert reserves the right to accept all or part of this Proposal.
5. The City of Prince Albert reserves the right to cancel any order or Proposal if the goods or services are unsatisfactory.
6. The obligations and rights of the Bidder shall be those expressed herein. No terms, either implied or verbally expressed shall affect, restrict, or in any way vary the written Terms and Conditions of this RFP. Not to limit the generality of the foregoing, no terms may be implied by virtue of custom or usage.
7. The rights of the parties shall be governed by and the contractual terms shall be interpreted in accordance with the laws of the Province of Saskatchewan.
8. Any Bidders not responding to this RFP may be removed from the Bidder's list only for the specific product/service covered in this RFP.
9. With respect to Tendering or Bids, Request for Proposals and Multi-year Contracts, in all cases where it does not contravene Federal or Provincial Legislation governing the City, the City reserves the right to refuse any or all Tenders, Bids or Proposals where the City deems it to be in the best interest of the City to do so having regard, but not limited to questions of quality, supply and service, timelines, performance trustworthiness, solvency, monies owing or due to the City and the existence or potential of legal disputes or conflicts with the City of Prince Albert.

10. The City of Prince Albert is governed by *The Cities Act* and designated as a Local Authority pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)*. Therefore, all information collected during the *Request for Proposal* process, including executed Contracts and Agreements may be subject to inspection through a Freedom of Information and Access Request in accordance with those regulations.

Section 91(1)(a) of the Cities Act states the following:

“91(1) Any person is entitled at any time during regular business hours to inspect and obtain copies of:

(a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”

11. The Proposal shall be open and irrevocable for forty-five (45) calendar days from the Proposal closing time and date.
12. The City of Prince Albert reserves the right to delete any portion of the work from the Agreement should it be deemed in the interest of the City to do so.
13. Any Proposal is not necessarily accepted.
14. The City reserves the right to give preference to the Bidder whose Proposal includes any material, specifications, or methods of execution that are deemed by the City of Prince Albert to be superior to those of any other Bidder.
15. City determination of the successful Proposal shall be final.
16. The conditions outlined herein shall be part of the RFP.
17. The City of Prince Albert publishes Proposal opportunities on Sasktenders. Once awarded after the closing time and date the published opportunity will be updated.
18. Should a dispute arise from the Terms and Conditions of this RFP regarding meaning, intent or ambiguity, the decision of the City of Prince Albert shall be final.



**City of Prince Albert
RFP Bid Form**

Date: **Wednesday, April 11, 2023.**

RFP# **XX/XX**

Description: Alfred Jenkins Field House Artificial Turf Replacement

Tenders will be received until **2:00pm, Saskatchewan Time, Wednesday, April 26, 2023**, as to contents at the Purchasing Department. **All unit pricing shall be F.O.B. Prince Albert, SK.**

| Quantity | Description | Unit Price | Total Cost |
|----------|-------------|------------|------------|
| | | \$ _____ | \$ _____ |

State Delivery _____ days. (after Receipt of Order)

Sub-Total

GST (5%)

PST (6%)

Grand Total

NOTE: Bids via Email or Fax will not be accepted.

Conditions of the Tender:

- ♦ Delivery time (ARO) must be stated in the space provided.
- ♦ Any goods or services found to be defective or fail to meet the specifications herein, by reason of poor material or workmanship will be replaced at NO CHARGE.
- ♦ The City of Prince Albert reserves the right to accept or reject all or any part of this Tender.
- ♦ The Tender prices shall be open and irrevocable for forty-five (45) calendar days from the Tender closing time and date.
- ♦ Unit prices must be extended and totaled accordingly.
- ♦ All pricing provided to be quoted in **Canadian Funds** inclusive of all applicable taxes, duties and fees at the time of closing, where applicable.
- ♦ Any Tender is not necessarily accepted.

Full Name of Company (please print)

Address

City

Province

Postal Code

Name and Title (please print)

Signature of Authorized Officer

Date: (mm/dd/year)

| | | |
|--|-------|-------|
| ◆ The City reserves the right to give preference to the Bidder whose Tender includes any material, specifications or methods of execution that are deemed by the City to be superior to those of the low bidder. | Phone | Email |
|--|-------|-------|



City of
Prince Albert

RPT 23-186

TITLE: Beautification Report 2023

DATE: **May 4, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Beautification Initiatives, as outlined in RPT 23-131, be approved for the 2023 season;
2. That the Installation and Maintenance Agreement between The City and Prince Albert Downtown Business Improvement District Board be approved; and,
3. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

ATTACHMENTS:

1. Beautification Report 2023 (RPT 23-154)

Written by: Executive Committee



City of
Prince Albert

RPT 23-154

TITLE: Beautification Report 2023

DATE: April 6, 2023

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the following be forwarded to an upcoming City Council meeting for consideration:

1. That the Beautification Initiatives, as outlined in RPT 23-131, be approved for the 2023 season;
2. That the Installation and Maintenance Agreement between The City and the Prince Albert Downtown Business Improvement District be approved; and,
3. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

PRESENTATION:

Verbal Presentation by Timothy Yeaman, Parks and Open Spaces Manager.

ATTACHMENTS:

1. Beautification Report 2023 (RPT 23-131)

Written by: Community Services Advisory Committee

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

Recognizing that beautification can be a much broader topic and requires a more honed in visionary approach with a plan for implementation, identifying required budgeted dollars is something for Council's consideration. The current dollars provided helps to achieve the immediate needs within the 2nd Avenue Corridor as to cleanliness and presentation and also offers an opportunity to achieve other beautification related maintenance goals on a yearly basis.

In 2023 the Community Services Department is recommending the following Beautification Initiatives:

1. Grass Cutting:

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

2. Flowers:

- Flower planting – work will continue to be focused on the Visitor Center Flower bed working on the planting, care and maintenance of that location.
- Planting of flowers at the following locations around the City:
 - City Hall, Rawlinson Centre, Arts Center, Police and Fire Service Departments, Downton PADBID, Kinsmen Water Park, Art Hauser, Diefenbaker House (red and white flowers), City Cemetery, AJFH, Cosmo Lodge.
 - As part of the flower planting initiative and in partnership between PADBID and the City, both parties felt there was a relationship to be had that supports the beautification initiative within our downtown core. As part of those discussions, both parties felt it important to put in place an Installation and Maintenance Agreement clearly outlining PADBID and City responsibilities. The agreement helps in assisting the City and PADBID in acknowledging and recognizing the importance in helping to make flower planting, care and maintenance more of a focus and success in our downtown core. The agreement would expire October 1, 2024 with the option to review the partnership and if both parties agree, there would be an option to extend it for a five year term. The agreement has been vetted by our City Solicitor's Office, shared with PADBID for their review and approval and the result is the agreement attached to this report for Council's review.

(\$15,000 has been committed to this initiative through the *Beautification* budget allowing for the purchase and planting of flowers)

3. Weed Control Management:

- Attention to weed control efforts through the 3rd year rental of a Foam Stream weed control system from the months of May through September. This is an alternative to herbicide using 200-degree water and a biodegradable foaming agent comprised of a blend of coconut and palm kernel oils certified through the Roundtable of Sustainable Palm Oil, rapeseed oil, glucose, polysaccharides derived from the natural fermentation of glucose and glutamic acid derived from sugar beets. This is an all-natural product, focusing on and looking to alternatives in addressing the way we treat weeds. The system is user friendly and does not require special certification to operate, making it easier for staff to apply.

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

(\$12,600 has been committed to this initiative through the Beautification budget)

The City is into the third year of a 4-year rental agreement/lease noting that at the end of the 4th year the City will own the equipment.

4. Infrastructure Maintenance:

- Additional street sweeping efforts along 2nd Avenue corridors and City entrances;

(Completed through Public Works operational account)

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

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

5. Graffiti Removal Efforts:

- *Commercial efforts* - continued work with a local contractor(s) to help address graffiti removal in a timely manner through out all areas of the City. We also engage the help of City Staff where the contractor is not able to attend outside of the 24 hour removal window that we have set in place. We also work to have the contractor document through photographs each graffiti removal for City records, time taken to remove it and location of the removal. We do hope in the near future to work with our GIS department to begin mapping out the graffiti removal hoping to highlight problem areas year after year. This information may become useful in working towards future initiatives to help combat graffiti concerns.
- *Residential program* – the city does offer an ‘Anti-Graffiti Paint Program’ to help assist property owners with one gallon of paint, plastic gloves, paint tray, roller and brush to cover over tagging that has taken place on their property.

Graffiti trends change from year-to-year and the last two years are a great example to share with Council as to the extreme expense from one year to the next.

2021 – Total expenditures on graffiti removal was under \$25,000.

2022 – Total Expenditures on graffiti removal was \$41,803.26

(\$30,000 committed to this initiative through operational spending)

The City has set up a designated operational account in 2022 for any and all vandalism to help us track the cost to the City year after year.

6. Tree/Shrub Planting partnership opportunities:

- In some of our corridor areas we will make a conservative effort in 2023 to look for additional planting opportunities to help improve the esthetics of the areas and improve upon our re-forestry efforts. Planting material could be used to help draw the eye away from less desirable areas but also help in defining and warming an area making it more appealing as you approach and pass through it. We continue to look to partner with local groups such as PA Model Forest to help execute some of this through the utilization of a volunteer base.

(\$12,000 has been committed to this initiative through the Beautification budget.)

7. Refresher of landscaping around the Art's Center and City Hall in conjunction with the new Legion War Memorials that will be installed in 2023.

We recognize the importance and significance of making improvements in 2023 to the landscaping in and around the Art Center and City Hall as follows:

- Shrub/perennial removal/replacement;
- Reclamation of turf areas including aeration, topdressing, seeding, irrigation;
- Tree Removals on the North Side of the Art Center;
- Clean-up of the shrubs along the South Side of City Hall

(\$25,000 has been committed to this initiative through the Beautification budget.)

A total of **\$64,600** of the **\$75,800** has been committed to continued beautification initiatives for 2023 with **\$11,200** earmarked for contingency.

As we continue to gain momentum and finding those quick wins with beautification, administration believes that future discussion regarding framework and consultation on this topic should be considered. Administration sees value in staying the course and putting the time in to internal operational processes and improvements however in order for the City to take beautification to the next step a more comprehensive inter-departmental plan should be developed through consultation with key stakeholders.

Below are also what the department feels are high priority considerations to consider within the City's future planning processes regarding Beautification initiatives & opportunities.

- Rotary Adventure Park slated for 2023 at Little Red River Park adjacent to Highway 55;
- Highway 2 North corridor;
- Highway 3 corridor from the South East will be the future home of the new Aquatic and Arenas Recreation Center and Business District;
- Marquis Road Extension to 10th Avenue West - the city be seeking the assistance of a contractor(s) to plant 100 trees as well as hydro-seed this extension in 2023 in consultation with Public Works;
- 6,000 plus square foot outdoor workout gym at the Alfred Jenkins Field House installed and ready for use in the spring of 2022;
- Largest outdoor All-Inclusive Canadian Tire Jumpstart and City Playground over 17,000 square feet;
- 23 kilometers of paved Rotary Trail;
- Sisters in Spirit Monument installed near River Street East and 1st Avenue East;
- Gazebo restoration and addition of lighting located near the Museum;
- Installation of River Bank Indigenous interpretive panels;
- Indigenous naming signage in 6 different Indigenous languages that were recently installed on River Street East and 1st Avenue East, 1st Avenue West and River Street West and 6th Avenue East on River Street; and,
- Parks naming initiative for Veterans

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

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

CONSULTATIONS:

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

Community Services has as well taken steps to meet and consult with Ms. Rhonda Trusty, Executive Director of the Prince Albert Downtown BID regarding the Installation and Maintenance Agreement, acknowledging her approval of the document.

Consultation with the City Solicitor's Office in relation to the Installation and Maintenance Agreement has been completed resulting in the document attached to this report.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

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

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

Investing in Infrastructure

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

Nature Area Planning – Develop and implement a City Beautification Plan in conjunction with community partners and integrate department work plans.

OFFICIAL COMMUNITY PLAN:

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

PUBLIC NOTICE:

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

PRESENTATION:

Verbal by: Timothy Yeaman, Parks and Open Spaces Manager

ATTACHMENTS:

1. Installation and Maintenance Agreement

Written by: Timothy Yeaman, Parks and Open Spaces Manager

Approved by: Director of Community Services and City Manager

INSTALLATION AND MAINTENANCE AGREEMENT

This Agreement is made in duplicate this ____ day of _____, A.D. 2023 (“the Effective Date”).

The City of Prince Albert,
a municipal corporation in the Province of Saskatchewan
(hereinafter called “the City”)

- and -

Prince Albert Downtown Business Improvement District Board,
(hereinafter called “the PADBID”)

WHEREAS the City has, pursuant to Sections 25 and 26 of *The Cities Act*, enacted *Bylaw No. 4 of 2005, A Bylaw to Establish a Downtown Business Improvement District* creating the PADBID and the Board thereunder with powers and authorities stated therein, with the mandate to encourage the development of a vibrant and prosperous downtown business district by improving the area’s appearance and image, promoting and marketing the area, and undertaking initiatives and projects that facilitate the ongoing rejuvenation and redevelopment of the area;

AND WHEREAS the City owns certain land and buildings located within the PADBID District;

AND WHEREAS PADBID has requested authorization to plant and maintain annual planters/barrels throughout the City of Prince Albert Downtown district and core, and specifically on City-owned properties within the said district and core;

AND WHEREAS the City has approved the request under the terms and conditions set forth herein with the expectation that the PADBID will facilitate early spring planting each year during the Term to ensure that there are healthy and vigorously growing annual planters/beds with season long blooming and visual appeal to a standard of a totally weed free environment in proximity of the annual planting.

NOW THEREFORE in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and PADBID agree as follows:

1. Recitals

The foregoing recitals are true and correct and reflect the mutually exchanged covenants of the Parties and are incorporated into and made a binding part of this Agreement as if fully set forth herein.

2. Term of License

- (a) The Term of the Agreement shall begin on the effective date stated above, and will continue until its expiration on October 1, 2024. The Agreement will be automatically renewed and extended for a further five (5) year term upon expiry of each Term, or any extended Term, unless either the City or PADBID gives prior written notice to the other party for termination or non-renewal as contemplated Article 5 of this Agreement.
- (b) PADBID must submit each year during the Term a map indicating all planned planter barrel locations a minimum four (4) months prior to each planting/growing season for written approval by the City prior to any installation of barrels. For agreement purposes, May 15 – October 15 of each year will be considered as the “planting/growing season”.

3. City Covenants

- (a) To organize plant availability, cover the cost of plant material, to replenish or modify existing soil composition and to provide for mulch when the City determines it necessary, and to ensure expected planting dates are managed annually by the City.
- (b) To provide PADBID thirty-four (34) planting barrels for use within the identified downtown PADBID.
- (c) To place and move planter barrels, in consultation with the PADBID, within the identified downtown PADBID area no later than May 15 of each calendar year after the risk of killing frost has passed.
- (d) To provide for the first filling of the reservoirs of each self-watering planter after the initial plantings.
- (e) To assist the PADBID in the removal of all plant material no later than the last week of September of each calendar year.
- (f) To provide removal of barrels at the end of the growing season for storage at the City Yards. Removal will take place no earlier than October 1 and no later than October 15 of each calendar year.
- (g) To maintain the planting and maintenance of flowers at the following location(s) unless otherwise agreed upon:
 - City Hall - beds and barrels within the Memorial Square
 - Fire Station on 15 Street East
 - Police Station on 15 Street West

- EA Rawlinson Center for the Arts
- Arts Center on 10 Street East

4. PADBID Covenants

- (a) Provide for and organize installation of plant material for all planters and barrels installed through the downtown district and core. In consultation with the PADBID, locations would include but not be limited to:
 - Central Avenue from 15 Street West to River Street
 - City Hall - planters in and around the parking lot
 - Other locations that may be identified as per an annual map of proposed planting locations provided by the PADBID.
- (b) To provide for deadheading, watering, fertilization, chemical application, weeding, etc. throughout the growing season.
- (c) To provide for mulching after each planting where required.
- (d) To provide inspections of all barrels and planters a minimum of once per week (or more if necessary) to provide care, and to ensure that visual integrity and plant needs are being met to achieve the desired maintenance standard.
- (e) To assist the City in removal and clean-up of plant material in barrels and planting beds within the identified PADBID area, at the end of growing season no later than the last week of September of each calendar year.

5. Termination

This Agreement may be terminated:

- (a) By the PADBID for any reason or no reason whatsoever, by providing thirty (30) days written notice to the City; or
- (b) By the City for any reason or no reason whatsoever, by providing thirty (30) days written notice to PADBID;
- (c) By the either Party providing written notice to the other that it will opt out of an automatic renewal Term, such notice to be provided by no later than the January 31st next following the expiration of a Term.

6. Compliance with Laws

- (a) PADBID shall comply through each Term with all applicable federal, provincial and local laws, ordinances, rules and regulations relating to the installation, care and maintenance of planting barrels and planting material.
- (b) This Agreement and its continuation is conditional upon PADBID receiving and maintaining all approvals that may be required by any federal, provincial, or local authority. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be PADBID's sole responsibility.

7. Notices

All notices, requests, and other communications required or given hereunder shall be in writing and shall be deemed given if personally delivered or mailed, to the following addresses:

If to City:

Director of Community Services
City of Prince Albert
1084 Central Avenue
Prince Albert, SK, S6V 7P3
Or by Email at: _____

If to PADBID:

Executive Director
Prince Albert Downtown BID (PADBID)
Prince Albert, SK
Or by Email at: _____

8. Miscellaneous

- (a) The City and PADBID represent that each, respectively, has full right, power, and authority to execute this Agreement and enter into this Agreement.
- (b) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein.
- (c) If any term(s) of this agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

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

(Municipal Seal)

CITY CLERK

IN WITNESS WHEREOF PADBID 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.

**PRINCE ALBERT DOWNTOWN
IMPROVEMENT DISTRICT BOARD**

Per: _____
Authorized Signing Officer for the Board

(Corporate seal)

Per: _____
Authorized Signing Officer for the Board



RPT 23-187

TITLE: Grand Slam Ball Park Rebuild Update

DATE: **May 4, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the amended Grand Slam Ball Park Rebuild Sponsorship Package, as attached to RPT 23-170, be approved; and,
2. That Prince Albert Minor Baseball Association be authorized to continue to formalize Sponsorship Agreements with the following four (4) Sponsors as part of their Grand Slam Ball Park Rebuild Campaign:
 - a. Canadian Factory Direct Sunrooms - \$16,000 In Kind;
 - b. Prince Albert Daily Herald - \$5,000 over 3 years;
 - c. Madsen Fence - \$3,000 In Kind; and,
 - d. Anderson Pump House - \$1,500 In Kind.

ATTACHMENTS:

1. Grand Slam Ball Park Rebuild Update (RPT 23-170)

Written by: Executive Committee



RPT 23-170

TITLE: Grand Slam Ball Park Rebuild Update

DATE: April 25, 2023

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the amended Sponsorship package be approved.
2. That Prince Albert Minor Baseball be authorized to continue to formalize Sponsorship Agreements with the following four (4) Sponsors as part of their Grand Slam Ball Park Rebuild Campaign.
 1. Canadian Factory Direct Sunrooms - \$16,000 In Kind
 2. Prince Albert Daily Herald - \$5,000 over 3 years
 3. Madsen Fence - \$3,000 In Kind
 4. Anderson Pump House - \$1,500 In Kind

TOPIC & PURPOSE:

The purpose of this report is to update City Council on the Grand Slam Ball Park Rebuild campaign lead by Prince Albert Minor Baseball to rebuild the Crescent Acres Ball Diamonds.

BACKGROUND:

In August 2021 a report came to City Council to approve the Grand Slam Ball Park Rebuild campaign which was approved through resolution #0319 at the August 16, 2021 Council Meeting. Since that time Prince Albert Minor Baseball has been working on sponsorship from local businesses while completing Phase 1 and now prioritizing Phase 2.

PROPOSED APPROACH AND RATIONALE:

The following work for Phase 1 has been completed at the time of this report Diamond #2, has been converted into a regulation-sized 15U baseball field. This required:

- The current fence was repositioned outward by approximately 25 feet
- The infield lengthened
- A permanent mound was built.

This will allow the 15U division to play on a dedicated baseball field that meets Baseball Saskatchewan required dimensions. With this Diamond being completed, Prince Albert Minor Baseball will be applying to host 15U Provincials in the City of Prince Albert in July 2023.

Diamond #1 and #3 has been converted into two 13U regulation baseball fields. This required:

- Permanent mounds on both diamonds
- New covered dugouts on diamond #3

In the Spring of 2023 the following work will be completed

- Addition of Dugout Roofs to Econo Lumber Field
- Installation of a Batting Cage

This will allow to start the work on Phase 2. This includes working to purchase and install Scoreclocks and Scorebooths on each Diamond along with the installation of the Lew Hobson Wall of Honour.

Phase 3 will be in the future in the relocating or constructing of 2 new 11 U Baseball Diamonds.

The Prince Albert Minor Baseball Association has received additional sponsorship from the following organizations. These proposed sponsors will require approval as per Section 2(d) of the Agreement with Minor Baseball to fund improvements at the Kinsmen Baseball Complex.

1. Canadian Factory Direct Sunrooms - \$16,000 In Kind
2. Prince Albert Daily Herald - \$5,000 over 3 years

3. Madsen Fence - \$3,000 In Kind
4. Anderson Pump House - \$1,500 In Kind

Prince Albert Minor Baseball was also a recipient of the Grey Cup Festival Legacy Program. They received \$10,000 to go towards the completion of the Batting Cage at Crescent Acres.

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.

Below is a summary of the sponsors that have been previously approved:

- Kinsmen Club Park Naming Rights - \$60,000 over 6 years
- Toronto Blue Jays Care Foundation - \$30,000
- Fountain Tire \$9,000 for 3 years
- Econo Lumber \$9,000 In-Kind for 3 years
- Michael Lypchuk \$9,000 for 3 years
- Humpty's \$1500 for 3 years
- Optimist \$3000 for 6 years
- Anderson Chrysler \$1500 for 3 years
- Dr. Javas \$1500 for 3 years

- ET Flooring \$2250 for 3 years
- Tash's Flooring \$2250 for 3 years
- Hillside Physical Health \$2250 for 3 years.
- Diamond North Credit Union \$1200 for 3 year
- Lakeland Country CO-OP \$3600 for 3 year (3 signs)
- Save On Foods \$3000 for 3 years
- Paper Excellence \$3000 for 3 years
- Mann Northway \$3000 for 3 years
- TLS Lawn Care – Approx. \$70,000 In-Kind
- Jet Janitorial – \$1500.00 for 3 years
- Integrity Home Inspection - \$2250.00 for 3 years

CONSULTATIONS:

The main partner in the project is the Prince Albert Minor Baseball Association. Their Board has been provided approval to proceed with the concept plan and development of the Sponsorship Package through resolution #0319 at the August 16th, 2021 Council Meeting.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Community Services Department will continue to provide updates to members of Council as the Prince Albert Minor Baseball Association continues to make positive progress with the Grand Slam Ball Park Re-Build Campaign.

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.

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:

The proposed concept for the Crescent Acres Ball Diamonds 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.

PRESENTATION: Verbal – Curtis Olsen – Sport & Recreation Manager

ATTACHMENTS:

1. GrandSlam Ballpark Rebuild Amended Sponsorship Package
2. No. 71 - Naming Rights & Sponsorship Policy

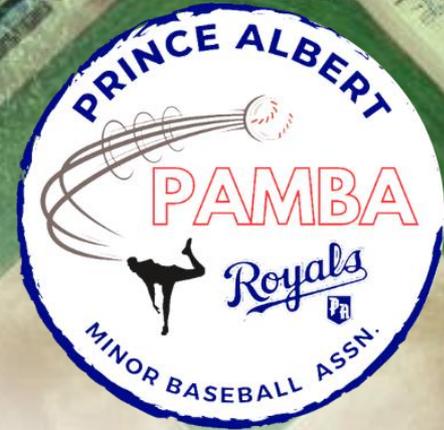
Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services & City Manager



Prince Albert Minor Baseball Association





Background

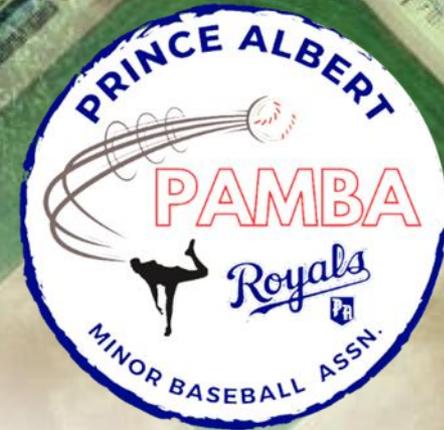
Baseball players in the 15u division need a diamond to play on.

In 2014 Prince Albert Minor Baseball was asked to support a bid to host the World Junior Softball Championships by allowing our 15U baseball diamond known as Lew Hobson field to be converted into a softball diamond. We agreed .This allowed Prince Albert to go on to host a world-class event.

However our 15U kids no longer had a dedicated diamond to play on.

The 15u athletes have had to make do with sharing Andy Zwack field with the 18U division using a portable fence that needs to be set up and taken down after each game.

The loss of the dedicated field also makes us ineligible to ever host any provincial tournaments because of the requirement to have two diamonds.



About PAMBA

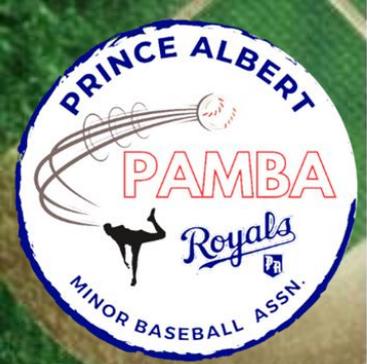
Prince Albert Minor Baseball has a long history of organizing and promoting the sport of baseball within our city. Our baseball teams are known as the Prince Albert Royals!

The sport of baseball is strong and is seeing continued growth! Kids want to play the sport the Blue Jays play...Baseball!

Currently over 280 kids are registered in 6 divisions which include Jr. Rally Cap, Sr. Rally Cap, 11U, 13U, 15U and 18U. **There are over 180 kids below 13U.** As these kids move up through the system they will need the amenities of the new Crescent Acres baseball park.

In addition to house league baseball, we also field AA provincial teams in 11U, 13U, 15U and 18U that represent Prince Albert at Baseball Sask Provincial Championships. Our AA11U Provincial Team has back to back championship title in 2019 and 2021 and our AA 13U team brought home silver in 2021.





Our Vision

The City of Prince Albert has developed a plan to convert the three Crescent Acres softball diamonds into a dedicated baseball park.

Diamond #2, has been converted into a regulation-sized 15U baseball field.

This required:

- The current fence was repositioned outward by approximately 25 feet
- The infield lengthened
- A permanent mound was built.

This will allow our 15U division to finally play on a dedicated baseball field that meets Baseball Sask required dimensions.

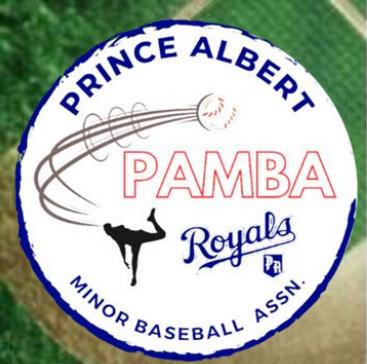
Diamond #1 and #3 has been converted into two 13U regulation baseball fields.

This required:

- Permanent mounds on both diamonds
- New covered dugouts on diamond #3

New 11U diamonds – 2 new diamonds would allow our 11U division to move from Mair Park to join 13U and 15U in one location.





The Outcome for the kids...

A Permanent Home for 13U and 15U House League

-13U and 15U baseball players would have a permanent dedicated baseball field to call home for house league.

Plus this new ballpark will allow Prince Albert to host:

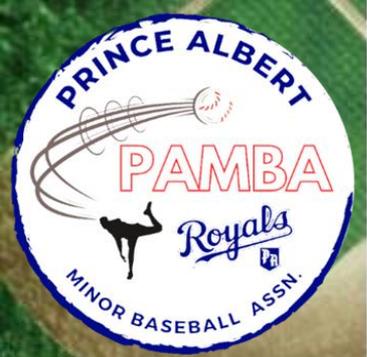
Regional AA League Play - The 15U AA team would host teams in league play from around the province.

Regional AA Exhibition Games - There is high demand for host sites for 13U and 15U exhibition games in preparation for Provincials.

Regional Tournament Host – Ball clubs from across the province search for tournaments to play in preparation for Baseball Sask's Provincials.

Provincial Host Site - Baseball Sask's Provincial Championships! This would bring hundreds of baseball families to Prince Albert each year with a positive economic impact to local businesses.





...and for the Sponsors

High Visibility 12 months a year!

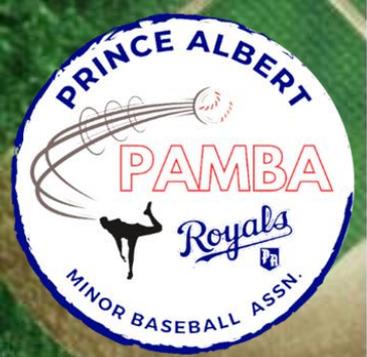
The Crescent Acres facility is located in a high traffic area bordered by Olive Diefenbaker Drive and the Rotary Trail between St. Francis School and Ecole Vickers School.

- Thousands of vehicles drive past the facility weekly en route to and from home, work and school.
- Hundreds of pedestrians walk daily on the Rotary Trail that runs adjacent to diamonds number 2 and 3.
- Hundreds of families converge on the park nightly during May and June to watch their kids in league games.

Economic Benefit of Sports Tourism

Tournament play is a staple in the provincial baseball community! Baseball families will travel from all corners of the province. The result: They will stay in our hotels, eat at our restaurants, fill up with gas and in between games explore our retail shops.

We need your help! To make this project possible, we need your help! A sponsorship plan has been developed. The opportunities include naming rights to the baseball complex and diamonds. As well as sponsorship of dugouts and signage.



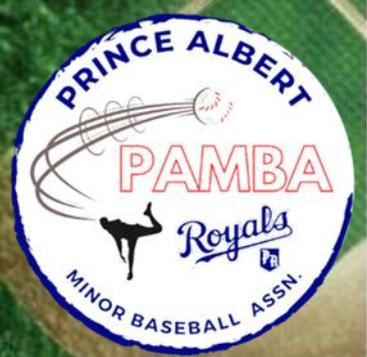
Project Phases

This project is broken down into 3 phases.

Phase 1 serves the immediate need of the athletes. It includes everything needed to complete a functioning 13U and 15U baseball facility.

Phase 1 – 15U/ 13U Diamond Conversion 2023 Update

| | |
|------------------------|---|
| Earthwork and Drainage | Completed |
| Fencing | Completed |
| Shale | Completed |
| Sod | Completed |
| Irrigation Upgrades | Completed |
| Pitching Machine | Completed |
| Major Sponsor Signage | Completed |
| Covered Dugout on #3 | Projected completion date: May 31, 2023 |
| Batting Cage | Projected completion date: May 31, 2023 |

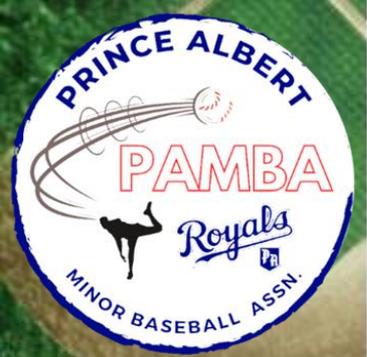


Phase 2 Projected Costs

Phase 2 is the icing on the cake! It includes score clocks, press boxes, sound systems and the Lew Hobson Wall of Honor.

Phase 2 – 15U/ 13U Diamond Conversion 2023/24

| | |
|------------------------------------|---------------------|
| Score clocks | \$50,000.00 |
| Mounting / Installation | \$39,000.00 |
| Electrical Wiring | \$37,000.00 |
| Press Boxes/ Storage | \$25,000.00 |
| Sound System | \$8,000.00 |
| Lew Hobson Wall of Honor | \$5,000.00 |
| Total Phase 2 Project Cost: | \$164,000.00 |



Projected Costs

Phase 3 expands the baseball facility to include 2 x 11U diamonds!

Phase 3 – 11U Diamond Build 2025/2026

2 new 11U diamonds \$450,000.00

Total Phase 3 Project Cost: \$450,000.00





Gold Glove Sponsor

Outfield Fence Signage

Receive:

- One 4' x 8' double-sided signage along the outfield fence on your choice of diamond for 3 years.
- Permanent name recognition at the facility wall of honor.

Gold Glove Sponsorship Investment: \$2,250.00



Sponsorships are cash and/or gift in kind. Can be paid in full at the time of the agreement or divided into 3 separate payments payable in 2023, 2024, and 2025.

The sponsor is responsible for all costs of signage.



Batting Cage Sponsor

You Receive:

- 4' x 8' signage on the outside of the batting cage.
- One 4' x 8' outfield fence sign.
- Permanent name recognition at the facility wall of honor.
- Company logo on PAMBA website.

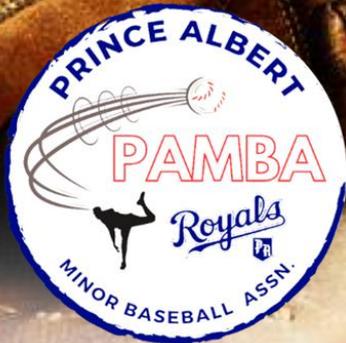
Batting Cage Sponsorship Investment: \$5,000.00

4 packages available

Sponsorships are cash and/or gift in kind. Can be paid in full at the time of the agreement or divided into 3 separate payments payable in 2023, 2024, 2024. Sponsor is responsible for all costs of signage.



Picture: Batting cage at Zwack



Baseline Fence Sponsor

Baseline Fence Signage

Receive:

- 8' x 3' signage along the baseline fence facing one of 4 high traffic walking areas:
 - **Center Walking Path** along Diamond #1 or #2 on the 1st base fence line facing the walking path. –
 - **Rotary Trail** at Diamond #2 or Diamond #3 on the 3rd base fence facing the Rotary Trail.
- Permanent name recognition at the facility wall of honour.

Baseline Sponsorship Investment: \$1,200.00



Sponsorships are cash and/or gift in kind. Can be paid in full at the time of the agreement or divided into 3 separate payments payable in 2023, 2024, and 2025. The sponsor is responsible for all costs of signage.



Friend of Baseball Sponsor

Friend of Baseball Sponsor

This sponsorship is for any individual, family, business or organization who wants to support the project with a contribution but would like to do it with minimal fanfare without disclosing the amount of your contribution.

Receive:

- Permanent name recognition at the Lew Hobson Wall of Honour.

Friend of Baseball Sponsorship Investment: \$500.00 - \$5000.00

Sponsorships are cash and/or gift in kind. Can be paid in full at the time of the agreement or divided into 3 separate payments payable in 2022, 2023, 2024.

| City of Prince Albert Statement of POLICY and PROCEDURE | | | |
|--|---|------------|----------------|
| Department: | Community Services | Policy No. | 71 |
| Section: | Community Services | Issued: | April 13, 2015 |
| Subject: | NAMING RIGHTS & SPONSORSHIP POLICY | 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.

| City of Prince Albert Statement of POLICY and PROCEDURE | | | |
|--|---|------------|----------------|
| Department: | Community Services | Policy No. | 71 |
| Section: | Community Services | Issued: | April 13, 2015 |
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| 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.

| City of Prince Albert Statement of POLICY and PROCEDURE | | | |
|--|---|------------|----------------|
| Department: | Community Services | Policy No. | 71 |
| Section: | Community Services | Issued: | April 13, 2015 |
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| 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.

RPT 23-197

TITLE: Sponsorship Agreement for AJFH and Lakeland Ford Park

DATE: **May 8, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Alfred Jenkins Field House Sponsorship Agreement with Anderson Motors LTD in the amount of \$3000.00 per year for (3) years beginning June 1, 2023 through May 31, 2026 be approved.
2. That the Lake Land Ford Park Sponsorship Agreement with K.S. Food Services in the amount of \$1500.00 per year for (3) years beginning May June 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:

Anderson Motors and K.S. Food Services has agreed to support the Alfred Jenkins Field House and Lakeland Ford Park respectively 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 \$144,850 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 \$32,500.00 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 \$222,000 for improvements at the ballpark.

PROPOSED APPROACH AND RATIONALE:

Anderson Motors has agreed to be a sponsor at AJFH with signage at the facility for \$3000.00 per year for 3 years (\$9000.00). K.S. Food Services has also agreed to be a sponsor of the concession area at Lakeland Ford Park for \$1500.00 per year for 3 years (\$4500.00).

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
- Don Jones, Dealer Principle – Anderson Motors
- Ron Jones, Dealer Principle – Evergreen Nissan
- Kevin Sawicki, Owner – K.S. Food Services

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 (\$4500.00) 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. K.S Food Service Lakeland Ford Park Sponsorship Agreement
2. Anderson Motors AJFH Sponsorship Agreement

Written by: Duane Krip, Marketing & Sponsorship Coordinator

Approved by: Director of Community Services & City Manager

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-

K.S. Food Services operating as **Fat Belly Homemade Sausage**, A
body corporate, having an office in Prince Albert, in the Province of
Saskatchewan, (hereinafter referred to as **Fat Belly Homemade
Sausage**)

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 Fat Belly Homemade Sausage 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 **FAT BELLY HOMEMADE SAUSAGE** 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 **FAT BELLY HOMEMADE SAUSAGE** 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 concession as determined in Article 1.2 above at FAT BELLY HOMEMADE SAUSAGE cost as indicated in Article 3 below.

ARTICLE 3: FAT BELLY HOMEMADE SAUSAGE UNDERTAKINGS

- 3 **FAT BELLY HOMEMADE SAUSAGE** 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) **Concession Building** – One (1) 4' high X 6' long sign that will be mounted on the concession building.
 - b) **Shelter Structure** – One (1) 4' high X 6' long sign mounted in front of the shelter structure.
 - c) **Fence Sign** – One (1) 4' high x 6' long double-sided sign at the entrance to the concession area.

ARTICLE 4: MAINTENANCE AND REPAIR

4. **FAT BELLY HOMEMADE SAUSAGE** shall be responsible for the installation, maintenance and repair of all sign structures, specifically FAT BELLY HOMEMADE SAUSAGE 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, **FAT BELLY HOMEMADE SAUSAGE** 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 April 30, 2026. 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, **FAT BELLY HOMEMADE SAUSAGE** agrees to provide support in the form of financial consideration totaling \$4500.00 in cash as follows:
- i) June 1, 2023 – a sum of Three Thousand Dollars (\$1500.00) plus applicable GST for 2023;
 - ii) May 1, 2024 - a sum of Three Thousand Dollars (\$1500.00) plus applicable GST for 2024;
 - iii) May 1, 2025 – a sum of Three Thousand Dollars (\$1500.00) plus applicable GST for 2025.

ARTICLE 8: RIGHT OF RENEWAL

- 8 Upon the expiration of this agreement, subject to being in good standing, **FAT BELLY HOMEMADE SAUSAGE** 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 **FAT BELLY HOMEMADE SAUSAGE** and shall be considered sufficient cause to terminate the agreement, specifically:
- (a) If **FAT BELLY HOMEMADE SAUSAGE** 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 **FAT BELLY HOMEMADE SAUSAGE**, or if **FAT BELLY HOMEMADE SAUSAGE** 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 **FAT BELLY HOMEMADE SAUSAGE** by mailing through registered mail to **FAT BELLY HOMEMADE SAUSAGE** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to **FAT BELLY HOMEMADE SAUSAGE**, all rights and privileges conferred on **FAT BELLY HOMEMADE SAUSAGE** 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 **FAT BELLY HOMEMADE SAUSAGE** on a pro-rata basis for monies already paid.
- 9.3 Termination may be given by either party for any other reason by six (6) months written notice. If the City so terminates this agreement, it will refund to Fat Belly Homemade Sausage monies already paid on a pro-rata basis.
- 9.4 This Agreement, the parties agree that Fat Belly Homemade Sausage shall be responsible for the removal of the signage structures upon termination of this Agreement and the site be restored to its original condition, excepting normal wear and tear.

ARTICLE 10: ASSIGNMENT

- 10 The rights and privileges of **FAT BELLY HOMEMADE SAUSAGE** 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

Fat Belly Homemade Sausage Inc. (FAT BELLY HOMEMADE SAUSAGE):

Attn: Kevin Sawicki
Fat Belly Home Made Sausages
Box 1933, Prince Albert Sask
S6V 6J9
306-314-7525

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 FAT BELLY HOMEMADE SAUSAGE 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_____.

FAT BELLY HOMEMADE SAUSAGE

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-

ANDERSON MOTORS LTD. A body corporate, having an office in
Prince Albert, in the Province of Saskatchewan, (hereinafter referred to
as **Anderson Motors LTD.**)

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 – 10th Avenue West, Prince Albert, SK.

AND WHEREAS Anderson Motors LTD. 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 **Anderson Motors LTD.** 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 **Anderson Motors LTD.** 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 Anderson Motors LTD.'s cost as indicated in Section 3.1 below.

ARTICLE 3: ANDERSON MOTORS LTD. UNDERTAKINGS

- 3.1 **Anderson Motors LTD.** 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 30' long x 4' high to be installed at the AJFH along the southwest upper deck corner railing overlooking Glass Field.
 - b) The 30' sign will display the two dealerships owned by the sponsor – Anderson Motors LTD and Evergreen Nissan Ltd.
- 3.2 Any variation in the signage descriptions as listed above is to be approved by the City of Prince Albert.
- 3.3 **Anderson Motors LTD.** provides concepts and artwork to the City of Prince Albert for approval subject to Article 5.

ARTICLE 4: MAINTENANCE AND REPAIR

4. **Anderson Motors LTD.** shall be responsible for the installation, maintenance and repair of all sign structures, specifically Anderson Motors LTD. 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, **Anderson Motors LTD.** shall have the exclusive right to display advertising on the signage within this agreement, specifically, **Anderson Motors LTD.** 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 June 1st, 2023, through May 31st, 2026.

ARTICLE 7: SPONSORSHIP FEE

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

The City of Prince Albert will issue invoices to **Anderson Motors LTD.** 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, **Anderson Motors LTD.** 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 **Anderson Motors LTD.** and shall be considered sufficient cause to terminate the agreement, specifically:
 - (a) If **Anderson Motors LTD.** 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 **Anderson Motors LTD.** or if **Anderson Motors LTD.** 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 **Anderson Motors LTD.** by mailing through registered mail to **Anderson Motors LTD.** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to **Anderson Motors LTD.** all rights and privileges conferred on **Anderson Motors LTD.** 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 **Anderson Motors LTD.** 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 Anderson Motors LTD. (to remedy any situations) terminate the agreement if the City is of the opinion that the services supplied by Anderson Motors LTD. 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 **Anderson Motors LTD.** 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

ANDERSON MOTORS LTD.:

Attn: Don Jones, Dealer Principle - Anderson Motors LTD. or Designate,
3333 6 Ave E, Prince Albert, SK S6V 8C8
(306) 765-3000

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 Anderson Motors LTD. 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_____.

ANDERSON MOTORS LTD.

Per: _____

Per: _____



City of
Prince Albert

RPT 23-188

TITLE: Assessment Consultant Services

DATE: May 4, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the services of TJ Ewert Professional Services, to assist in the implementation of the Income Approach for Commercial Assessments for the 2025 Revaluation, be approved;
2. That \$40,000 be funded from the savings in Financial Services' Salaries for 2023; and,
3. That the Mayor and City Clerk be authorized to execute any necessary documents, in consultation with the City Solicitor, if required.

ATTACHMENTS:

1. Assessment Consultant Services (RPT 23-144)

Written by: Executive Committee

TITLE: Assessment Consultant Services

DATE: April 18, 2023

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the cost of \$40,000 be approved for the Assessment Department to use the services of TJ Ewert Professional Services to assist in the implementation of the Income Approach for Commercial assessments for the 2025 Revaluation.
2. That the cost of \$40,000 for these services for 2023 to be funded from the savings in Financial Services' Salaries.

TOPIC & PURPOSE:

The purpose of this report is to advise members of City Council on the risk of implementing the Income Approach to Valuation for the 2025 Revaluation. To ensure the work can proceed for the implementation, additional resources are required by the Assessment Department with the hiring of an external consultant.

BACKGROUND:

The City of Prince Albert is the only City within Saskatchewan that does not value the commercial property type based on the Income Approach to Valuation. There are three valuation methods: Cost Approach, Sales Comparison Approach and Income Approach.

Currently, commercial properties within our City have continued to be valued on the Cost Approach which is based on the assumption that a purchaser would not pay any more to purchase a property than it would cost to buy a similar lot (or site) and construct an improvement on it with similar utility.

Assessment would like to change the valuation method for our commercial property valuation for the 2025 Revaluation from the Cost Approach to the Income Approach. The Income Approach is sometimes referred to as the rental income approach. The theory behind the Income Approach is that income-producing properties are bought and sold based on their income-producing potential. Income-producing properties are properties that either produce income for their owners in the form of rents or those properties that could produce rents.

Assessment has been collecting income and expense information from property owners since 2009. The issue with implementing this approach in the past was the inability of the software system to value based on the Income Approach and limited staff knowledge of the Income Approach to complete the comprehensive workload involved. With Assessment having newer software since 2017, we have been able to implement the Income Approach for multi-residential properties (4 or more self-contained units) for the 2021 Revaluation.

Assessment has continued to work towards improving our work processes, finding efficiencies, and increasing our numbers of inspections all with ensuring our work is completed accurately and maintain equity within the property valuations.

In 2022, a commercial property appeal was filed with the Board of Revision in which the City won the appeal. The Appellant further appealed to the Saskatchewan Municipal Board which overturned the Board decision. The results of this decision which was received in January 2023 has caused an additional amount of work within Assessment. This changes the division's workplan for 2023 and has resulted in additional expenses that were not budgeted for year 2023 since the amount of appeals each year is unknown. Assessment has recently come forward to City Council regarding increased legal costs for the 2023 assessment appeals. We are always considering what the risks are for appeals in the work that we complete and knowing the impacts of our work to the property owners in our City, Assessment wants to make sure we have the best resources available to us to help maintain accuracy and quality in our assessment valuations.

PROPOSED APPROACH AND RATIONALE:

The proposed approach to continue the work towards the implementation of the Income Approach to Value for the commercial properties in the 2025 Revaluation would be to use the resources of an external consultant - TJ Ewert Professional Services.

There are multiple reasons for this:

1. **Limited staff availability** – Our senior Assessment Appraiser will be continuing to work on the depreciation change as a result of the 2022 SMB decision. This will occupy his time until the fall of 2023. The City Assessor is unable to complete this task solely on her own as there are many other responsibilities that will interfere with this work.

2. **Limited staff knowledge** – The Assessment Department has hired 3 new appraisers in the last 2 years and they have been doing exceptionally well. It takes approximately 6 – 7 years to learn all property type valuations. The newer appraisers have not learned commercial assessment yet to be able to assist in this work. They need to stay focused on the residential property assessments to ensure that the residential and condo models are completed on time for the 2025 Revaluation.
3. **Limited time** – Preliminary values are delivered to the provincial government April 1, 2024 so having all models completed by then is an advantage. Revaluation work starts in 2023 as this is a lengthy process to get completed. Then after April 1, 2024, it gives Assessment time to review the application of the models to the population of residential, condo, multi-residential and commercial properties. This also gives us time to work with taxation on the preliminary impacts to the tax tools so we can identify potential issues. Understanding the results of what the 2025 Revaluation changes will be, gives us the ability to develop communication for members of City Council prior to the delivery of the 2025 assessment notices and time to develop communication to provide to the public so they better understand the 2025 Revaluation changes.

The proposal provided by TJ Ewert Professional Services is for assistance in the full implementation of the Income Approach for commercial properties. The estimate provided is for \$73,750 which involves work to be completed in the remainder of 2023 and into the early part of 2024 so we can absorb the cost in both years. This work will be a collaborative relationship with the City Assessor as this work will be completed under her guidance. The City Assessor will be completing some of the work but the more difficult income-expense forms will be analyzed by the consultant because they are very time consuming.

This consultant has several years of experience with the Income Approach including analyzing the forms returned from property owners, reviewing commercial property physical data, understanding the commercial costing information to transpose into the income set up, income approach modeling as well as income approach support for assessment appeals. He has worked in the assessment profession since 2002 within SAMA and the City of Regina. He is currently the only consultant within Saskatchewan familiar with assessment.

There may be subsequent costs involved for 2024 and 2025, so those potential charges may be brought forward for the 2024 and 2025 budget deliberations.

CONSULTATIONS:

Discussions occurred with assessment staff to determine how the impacts of the 2022 SMB decision affects our current workload and work needing to be completed to ensure the 2025 Revaluation analysis work is completed by March 31, 2024. Concerns were raised due the limited amount of licensed assessment staff available to complete commercial assessment work as well as potential impact to the remaining work load. This results in a huge risk in the ability for Assessment to work towards the implementation of the Income Approach for

commercial property assessments.

The City Assessor reached out to the only consultant company within Saskatchewan that is familiar with assessment work and also the income approach valuation method. The City Assessor consulted with the individual, Tom Ewert, on how he would be able to assist with this risk area.

There were consultations with the City Manager and Director of Financial Services to provide them with a heads up on the risk involved due to the changes in our work plan as a result of the impacts of the 2022 SMB decision.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The implementation of the Income Approach will require educational material to be developed to help the commercial property owners understand the change in the method of valuation.

Educational sessions with Assessment staff and members of City Council will also be completed prior to the implementation and delivery of the 2025 Revaluation assessment notices.

FINANCIAL IMPLICATIONS:

The estimated financial costs provided of \$73,750 is for the full implementation of the Income Approach for commercial properties. This analysis will be completed during 2023 and into 2024. The estimated cost for 2023 is \$40,000 with the remainder to be included in the 2024 Assessment budget numbers.

There may be potential for additional costs for subsequent steps in the process that will be evaluated and included in the 2024 and 2025 budgets. This would include assistance in the review of the population before full implementation for 2025 and appeal assistance in 2025.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy implications, privacy implications, and official community plan.

STRATEGIC PLAN:

This report supports the long-term strategy to increase revenue sources and reduce reliance on residential property taxes under the Strategic Goal of Fiscal Management and Accountability.

By implementing the Income Approach, this will change the valuations to include a calculation to reflect the Prince Albert market influences. This will eliminate the challenge we continue to be faced with on the Cost Approach resulting from the 2017 Wal-Mart Court of Appeal decision that provided there is no requirement for a market adjustment factor (MAF) to be

applied to the Property when there are no comparable sales. Currently tax agents representing certain types of commercial properties are seeking for no MAF application in majority of our commercial appeals which makes up most of the appeals each year.

OPTIONS TO RECOMMENDATION:

The option to this recommendation is to not hire the consultant services. This will mean that the implementation of the Income Approach for the 2025 Revaluation will not happen and the commercial assessments will continue to be valued on the Cost Approach. The City of Prince Albert will remain as the only City within Saskatchewan that is not using the Income Approach to Valuation for the commercial property type.

PUBLIC NOTICE:

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

PRESENTATION:

Verbal Presentation by Vanessa Vaughan, City Assessor

ATTACHMENTS:

1. Proposal to City of Prince Albert, Mass Appraisal Service

Written by: Vanessa Vaughan, City Assessor

Approved by: Director of Financial Services & City Manager



Implementation of the Income Approach for Assessment of Real Property

March 10, 2023

To:

Ms. Vanessa Vaughan LAAS, RES, CAE
City Assessor
Financial Services
City Hall | 1084 Central Avenue
Prince Albert SK. S6V 7P3

From:

TJ Ewert Professional Services
Thomas B. Ewert, LAAS, RES, CAE
Southey, SK. SOG 4P0
306.591.1325
tandjewert@gmail.com



Ms. Vaughan.

Please find enclosed a proposal submitted by T.J. Ewert Professional Services to assist the City of Prince Albert assessment department with implementation of the Income Approach to valuation for commercial real property in time for the 2025 Revaluation.

This proposal identifies the properties to be reviewed and other work to be performed on behalf of the City, provides a general outline of the scope of work required for this project, projected timelines, and a fee estimate for the services provided.

Thank you for the opportunity to provide you with this proposal, I look forward to working with you on this project.

Yours truly,

T.J. Ewert Professional Services

Thomas B. Ewert, LAAS, RES, CAE



Proposal Submission
For
City of Prince Albert

Regarding
Implementation of the Income Approach for Assessment of Real
Property

For the Commercial Properties identified in the
City of Prince Albert



March 10, 2023

City of Prince Albert Proposal

Corporate Profile:

T.J. Ewert Professional Services specializes in providing mass appraisal consulting services to a variety of clientele, both institutional and private. We recognize the importance of stable, reliable and fair assessments to municipalities and the communities that they serve.

Our goal is to provide efficient, high-quality results delivered in a timely fashion at a cost consistent with the complexity of the task. Quality of service is our top priority, along with delivering results for your organization. Our staff are experienced and qualified, backed with designations from the International Association of Assessing Officers and conforming to the Canadian Uniform Standards of Professional Appraisal Practice.

Saskatchewan Assessment Structure:

Assessed value for residential and commercial property in Saskatchewan for 2025 will be determined using a market value standard. Assessed values, as detailed in the following quotes from The Cities Act, with corresponding sections in The Municipalities Act for non-cities, are to be determined using mass appraisal techniques, and are intended to be reflective of market value as of the applicable base date, which is January 1, 2023, for the upcoming assessment cycle (2025-2028).

Section 165:

(1) An assessment shall be prepared for each property in the city using only mass appraisal.

(2) All property is to be assessed as of the applicable base date.

(3) The dominant and controlling factor in the assessment of property is equity. (3.1)Each assessment must reflect the facts, conditions and circumstances affecting the property as at January 1 of each year as if those facts, conditions and circumstances existed on the applicable base date.”

Section 163:

(f.1)“market valuation standard” means the standard achieved when the assessed value of the property:

(i) is prepared using mass appraisal;

(ii) is an estimate of the market value of the estate in fee simple in the property;

(ii) reflects typical market conditions for similar properties; and

(iv) meets quality assurance standards established by order of the agency”

(f.2) “market value” means the amount that a property should be expected to realize if the estate in fee simple in the property is sold in a competitive and open market by a willing seller to a willing buyer, each acting prudently and knowledgeably, and assuming that the amount is not affected by undue stimuli;

f.3)“mass appraisal” means the process of preparing assessments for a group of properties as of the base date using standard appraisal methods, employing common data, and allowing for statistical testing;”

Provision of information to assessor

171(1) For assessment purposes, the assessor may, at any time, request any information or document that relates to or might relate to the value of any property from any person who owns, uses, occupies, manages or disposes of the property.

(2) Every year, the assessor may request the owner of property to provide information respecting:

(a) the persons who are carrying on business on the property; and

(b) the nature of the business being carried on.

(3) For the purpose of using a valuation technique or method of appraisal based on the use of income or benefits, an assessor may request from a person mentioned in subsection (1) any information or document that relates to:

(a) the income generated or expected to be generated by any property; and

(b) the expenses incurred or expected to be incurred with respect to any property.

In addition to the legislation contained within *The Cities Act*, the Saskatchewan Assessment Management Agency publishes a wide variety of manuals, handbooks and guides identifying the general procedures used to value the various types of property. For commercial and multi-residential property in larger urban centers, where there is an active leasing market, the income approach is the most appropriate methodology available. For residential properties, where there are multiple sales of rather homogeneous properties available for analysis, the direct comparison approach is most appropriate. For more unique property types, and for most properties in centers with limited amounts of market data available for analysis, the modified cost approach is used to calculate assessed values.

Reassessments take place in Saskatchewan every four years with the valuation base date 24 months behind the implementation date (i.e. January 1, 2019, for the 2020-2024 assessment cycle).

Property Identification

T.J. Ewert Professional Services is pleased to prepare this proposal to provide consulting services to the City of Prince Albert for valuation of Commercial property within the boundaries of the City. While actual addresses of the properties to be reviewed have not been provided, the quantities and general type of properties included are identified in the following table:

| Property Type | Quantity |
|----------------------|-----------------|
| Fast Food | 5 |
| Enclosed Mall | 2 |
| Office | 45 |
| Strip Mall | 33 |
| Warehouse | 24 |
| Hotels | 6 |
| Total | 115 |

A review of each property will be conducted, with recommendations provided for action where necessary. Following the review of the properties, final models will be developed in coordination with the City Assessor.

Mass Appraisal Standard:

The Cities Act defines Mass Appraisal as “a broad term that is applied to the production of property values for a group of properties on a ‘mass’ level by using standard methods, common data, and allowing for statistical testing.”

A Market Study, Sales Ratio Study, other Statistical Studies and analysis used in the Production of a Mass Appraisal are defined by the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) as Mass Appraisal Reports, which for the purposes of this assignment constitute a consulting assignment. The difference between an appraisal and a consulting assignment is that a consulting assignment typically results in a recommendation for action as opposed to the provision of an opinion of value. All reports provided to the clients for this assignment will conform to the CUSPAP as detailed for consulting assignments.

The intended use of such reports is to provide independent advice to the client to assist in determining which courses of action should be taken with respect to the creation of the assessments. Recommended actions required to ensure equitable valuation of the properties and appropriate assessment model development will be identified, along with any anticipated constraints and alternatives. The only intended user of the report will be the client, the City of Prince Albert. Liability to unintended users is strictly denied.

Procedure / Reporting:

The Mass Appraisal Consulting Assignment will include:

1. Identification and review of each physical property and its basic characteristics
 - Review includes preliminary verification of property (space) type, condition and property area by means of desktop review using publicly available computer technologies and data gathered by the City of Prince Albert.

2. Verification of Rental Income data
 - The income and expense information related to each property is provided to the City each year by the owner of the property according to The Cities Act. Verification includes development of net operating income per square foot, occupancy and various other income and expense related metrics as required for each property.

3. Development of Rental Income and Capitalization Models
 - In collaboration with the City Assessor and assessment staff from the City, the various models will be developed in order to determine assessed values using the Income Approach, or whichever approach to value is determined to be most appropriate for the property types.
4. A report will be prepared and recommendations of valuation methods and model structures for the various property groups will be communicated to the client for each of the Income and Sale analyses.

Subsequent Steps in the Process:

Following the review of the properties, recommendations can be made about optimal valuation model structures and appropriate approaches to value. Finally, final valuation parameters selected and models can be migrated into the City's CAMA system for application to the individual properties.

Further actions can include and are not limited to:

- Provision of various statistical summary data required for the City's reporting purposes such as assessment model documentation reports, primary audit filing, support of values, etc.
- Assistance with various reporting and documenting needs as required
- Creation of training tools to assist assessment staff with understanding and explaining income valuation models, with training for City staff may be provided as required
- Assistance with applying the assessment models to the population of commercial properties within the various property groups in the City
- Assistance to the City of Prince Albert supporting the valuation methods used, as required and as agreed to by T.J. Ewert Professional Services and the City of Prince Albert

Client Responsibilities:

For the purposes of this consulting assignment, the client and/or its representative will be asked to provide:

- A primary contact and single backup contact person to co-ordinate with for this assignment.
- A laptop computer with access to the City of Prince Albert's CAMA system.
- Operating income and expense information for each property for the years 2022, 2021 and 2020 collected by the City.
- Sale validation reports or other information required to verify terms and conditions of real estate transactions within the City, already collected by the City.
- Financial statements provided from accommodation properties must be in accordance with uniform Canadian accounting standards including detailed accounting of COVID subsidy receipts.
- Timely access to electronic databases required for model development

Any/all of the above information provided by the client is assumed to be correct and will be relied on for the purposes of conducting the mass appraisal consulting assignment. For that reason, the clients agree to save harmless the consultant for any errors or omissions resulting therefrom.

Information provided by the client will be returned to the client at the end of the assignment and will not be used for any purpose other than those described above.

Real Property Assessment Review Costs:

Proposed fees for the services described herein are detailed in the table below:

| | |
|--|----------|
| Estimate for Review of Physical Characteristics and Financial Data - General Commercial Property | \$33,750 |
| Estimate for Review of Physical Characteristics and Financial Data - Hotels | \$14,400 |
| Estimate - Income Analysis | \$17,600 |
| Estimate - Sale Analysis | \$8,000 |
| Total Estimate for Initial Services *plus applicable taxes. | \$73,750 |

In addition to the above, if further actions are requested by the client, fees shall be applied on an hourly basis as negotiated by the City of Prince Albert and T.J. Ewert Professional Services and for travel to the City of Prince Albert as required.

Qualifications & Experience:

T.J. Ewert Professional Services provides an exceptional level of service including:

- Extensive knowledge and experience with the Saskatchewan assessment system, including application of all three approaches to value and support of value
- 10+ years of experience conducting mass appraisal statistical analyses, assessment model building and assessment appeals in Saskatchewan
- Relationships with assessment professionals and authorities and other stakeholders across the province, including leading international experts
- Qualified in-house experienced staff to deliver the project on time and on budget
- Experienced in delivering large projects
- Superior track record including 99% success rate at tribunal hearings

Thank you for taking the time to review this proposal and I look forward to hearing from you.

If you have any questions, please do not hesitate to contact me at 306 591 1325.

Yours truly,



T.J. Ewert Professional Services

Thomas B. Ewert, LAAS, RES, CAE

306 591 1325

tandjewert@gmail.com

Qualifications (Cont'd)

Thomas B. Ewert, LAAS, RES, CAE

Position Principle, T.J. Ewert Professional Services, an independent mass appraisal service provider

Qualifications Thomas has been employed in the assessment profession since 2002. He is a member of the International Association of Assessing Officers, having achieved their RES designation in 2007 and the CAE designation in 2010 and a member of the Saskatchewan Association of Assessing Officers, holding their LAAS designation. Thomas works primarily in the valuation of commercial and industrial property, including mass appraisal model development and application.

Experience Mass appraisal valuation work involves many aspects, beginning with the validation of property characteristics and income generating capabilities, financial statements and other market related data. In the end, mass appraisal models are developed, applied and supported at the various tribunals and courts.

Thomas is skilled in the application of mass appraisal techniques covering a broad spectrum of properties including all types of commercial and industrial, heavy industrial and residential properties. Previous experience includes mass appraisal model building in several jurisdictions within Saskatchewan, including leading a team responsible for the valuation of real property in a large jurisdiction in Saskatchewan using all the income, cost and direct sales comparison approaches to value. Thomas has been qualified as an expert witness and has advocated successfully at the Board of Revision and Saskatchewan Municipal Board on numerous occasions, and has assisted with many assessment files at the Saskatchewan Court of Appeal.

In addition to attaining the CAE designation, Thomas has worked with a variety of international experts in the assessment profession. He presented his work at the 2018 IAAO Annual Conference in Minneapolis.

RPT 23-184

TITLE: Bylaw No. 14 of 2023 - Zoning Bylaw Amendment for Maximum Building Height

DATE: **May 4, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That Bylaw No. 14 of 2023 to amend the maximum building height for the Hospital use in the I2 – Institutional Medical Service zoning district be given first reading; and,
2. That Administration be authorized to provide public notice for the public hearing.

TOPIC & PURPOSE:

The purpose of this report is to consider Bylaw No. 14 of 2023, which proposes an amendment to the *City of Prince Albert Zoning Bylaw No. 1 of 2019*. This amendment proposes increasing the maximum building height for the Hospital use in the I2 – Institutional Medical Service zoning district to allow for an addition to the existing hospital.

BACKGROUND:

The Department of Planning and Development Services is in receipt of a Zoning Bylaw Amendment Application to increase the maximum building height for Hospitals in the I2 – Institutional Medical zoning district. The current Victoria Hospital located at 1200 24th Street West is undergoing a renovation and addition that will create a new tower adjacent to the existing building. An amendment to the Zoning Bylaw is being sought while the tower is being designed to ensure the new design is compliant with the Zoning Bylaw.

PROPOSED APPROACH AND RATIONALE:

The maximum building height for the majority of uses within the I2 – Institutional Medical Services zoning district is currently 30 meters. Although the applicant is requesting that the maximum building height be amended to 54 meters for Hospitals to accommodate the proposed tower, Administration is recommending that this be increased to 90 meters to allow for flexibility in the development while also meeting the requirements of Transport Canada's aviation regulations. Amendments to the maximum building height for other uses in this zoning district are not being proposed at this time.

CONSULTATIONS:

The Department of Planning and Development Services has been in contact with the applicant throughout the Zoning Bylaw Amendment process. The application has also been reviewed by Public Works for compliance with Transport Canada's aviation regulations.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

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

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

The proposed Zoning Bylaw amendment supports the City's area of focus for Economic Diversity and Stability by developing and maintaining new and existing amenities and infrastructure.

OFFICIAL COMMUNITY PLAN:

This Zoning Bylaw amendment is aligned with the policies outlined in Section 6.6 of the Official Community Plan related to supporting the expansion of health facilities to meet the changing needs of the community.

PUBLIC NOTICE:

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required prior to the 1st reading of this bylaw.

Upon approval of 1st reading of this bylaw, Administration will proceed with issuing the following public notice to include:

- Including public notice in an issue of the Prince Albert Daily Herald,
- Posting the public notice on the City's website, and
- Posting the public notice on the bulletin board at City Hall.

ATTACHMENTS:

1. Bylaw No. 14 of 2023

Written by: Ellen Pearson, Planner

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

CITY OF PRINCE ALBERT BYLAW NO. 14 OF 2023

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

WHEREAS it is desirable to amend the City of Prince Albert Zoning Bylaw No. 1 of 2019;

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

1. That Bylaw No. 1 of 2019, as amended, be further amended as follows:
 - a. Subsection 9.3.2:
 - i. By deleting the “Hospital” use in the Discretionary Uses – Hospital section; and
 - ii. Replace with the following “Hospital” use in the Discretionary Uses – Council section:

| 12 – INSTITUTIONAL MEDICAL SERVICE | | | | | | | | | | | |
|---|--------------------------------------|----------------|----------------|---------------|---------------|-----------------------------|---------------------------|----------------------------------|---------------------------------------|-------------|-------------|
| | Minimum Development Standards | | | | | | | | Parking Standards ³ | | |
| | Site Area (m ²) | Site Width (m) | Front Yard (m) | Side Yard (m) | Rear Yard (m) | Maximum Building Height (m) | Maximum Site Coverage (%) | Landscaped Area ⁴ (%) | Regular (Cat.) | Visitor (%) | Loading (#) |
| Discretionary Uses – Council | | | | | | | | | | | |
| Hospital | 835 | 24 | 7.5 | 3 | 3 | 90 | 55 | - | 5 | - | 1 |

2. This Bylaw shall come into effect on the day of its final passing.

INTRODUCED AND READ A FIRST TIME THIS _____ DAY OF _____, A.D., 20 .

READ A SECOND TIME THIS _____ DAY OF _____, A.D., 20 .

READ A THIRD TIME AND PASSED _____ DAY OF _____, A.D., 20 .

MAYOR

CITY CLERK



RPT 23-190

TITLE: Land Sale - Offer to Purchase 129 23rd Street West

DATE: May 10, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Offer to Purchase from Karlee Franc for 129 23rd Street West in the amount of \$30,000 be accepted: and;
2. That the Mayor and City Clerk be authorized to execute the Sale and Development Agreement once prepared.

TOPIC & PURPOSE:

To accept the Offer to Purchase, from Karlee Franc, on 129 23rd Street West at the price of \$30,000, with full payment at time of signing and an eighteen (18) month build commitment.

BACKGROUND:

The property at 129 23rd Street West was acquired by the City of Prince Albert through the Tax Enforcement Act in July of 2021. In order to ready the property for market additional costs were incurred, including the demolition of a structure.

The property was offered through Public Tender process, Tender #1/22 in January 2022, at a reserve bid of \$57,000. A tender bid of \$57,150 was accepted, but the offer was then withdrawn. The property was then placed on the open market for sale on a first come first serve basis.

The property is in the well-established East Hill neighbourhood and within walking distance of South Hill Mall, Kinsmen Park, and several schools.

PROPOSED APPROACH AND RATIONALE:

| Costs Accrued – 129 23rd Street West | |
|--|--------------------|
| Tax Levies | \$11,109.82 |
| Penalties | \$11,014.67 |
| Public School | \$1,245.55 |
| Separate School | \$430.49 |
| TOTAL | \$23,800.53 |
| Property Insurance | \$224.02 |
| Maintenance Costs | \$106.00 |
| Third Party Contracting Costs (Demolition, Asbestos Removal, etc.) | \$16,068.75 |
| TOTAL | \$16,398.77 |

The offer of \$30,000 gives the City the opportunity to recoup the costs associated with the property minus the penalties accrued while also supporting key areas of focus as set out in the Strategic Plan, 2023-2025.

Once the property is sold, the City can start to earn property taxes which will provide a source of revenue for years to come.

CONSULTATIONS:

Administration has advised the applicant of the process and timelines for this type of request.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Administration will advise the applicant of Council decision.

FINANCIAL IMPLICATIONS:

For the City of Prince Albert to recover all costs incurred, we would require \$40,299.30. However, once the property is sold, the City will generate revenue from the property taxes.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

A strategic priority that is being used to guide this property sale, as outlined in the City of Prince Albert Strategic Plan, 2023-2025 is Building a Robust Economy; as the specific area of focus, "Population Growth" is being utilized to "Create a wide range of property and housing options to accommodate people who choose to relocate to Prince Albert."

OFFICIAL COMMUNITY PLAN:

As per Section 11.3 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.”

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Location Map
2. Letter of Offer

Written by: Tanner Cantin, Development Coordinator

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



— S — N —

— S — N —

PLANNING & DEVELOPMENT SERVICES



129 23rd Street West - Location Map

Subject Property Identified
With A Bold Dashed Line

Karlee Franc

RR2 Site 9 Compartment 18
Prince Albert, Sask. S6V 5P9

Phone: 306-961-5061 (cell) or Alternate Rick Franc 306-961-6161 or 930-7008.
franckarlee@gmail.com

City of Prince Albert
Planning and Development Services
City Hall, 1084 Central Ave.
306-953-4378

Feb. 27, 2023

Attention: Darien Frantik, Development Coordinator/Planner,
dfrantik@citypa.com

RE: Offer to Purchase Lot:

Lot Address: 129 23rd Street West, Prince Albert.

Purchase Price: \$30,000.00.

Purchase Conditions:
Will plan build in 2024.

Please contact Rick Franc (my father) at 306-961-6161 or 306-930-7008 who will be the builder of my home with any questions.

Your consideration is appreciated and we look forward to your response.

Sincerely,

Karlee Franc

Cc: Rick Franc

RPT 23-191

TITLE: Bylaw Officer Appointment

DATE: May 5, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That Marlin Ahenakew and Trina Wareham be appointed as Bylaw Enforcement Officers for the City of Prince Albert pursuant to Section 337 of *The Cities Act*.

TOPIC & PURPOSE:

The purpose of the report is to appoint Marlin Ahenakew and Trina Wareham as Municipal Bylaw Enforcement Officers.

BACKGROUND:

Section 337 of The Cities Act enables City Council to appoint Bylaw Enforcement Officers to uphold City Bylaws:

- “(1) A council may appoint any bylaw enforcement officers that the council considers necessary and define their duties and fix their remuneration.*
- (2) Bylaw enforcement officers appointed pursuant to the authority of subsection may represent the city before a justice of the peace or provincial court judge in the prosecution of anyone who is charged with a contravention of a bylaw.”*

PROPOSED APPROACH AND RATIONALE:

The City has established three Bylaw Enforcement Officer positions and a Bylaw Services Manager position within the Planning and Development Services Department. There was recently one Officer position vacated and the Manager has not yet been appointed as a Bylaw Officer.

The vacant Bylaw Enforcement Officer permanent position was posted and Marlin Ahenakew has been awarded the position. Mr. Ahenakew started his employment on March 27, 2023. Trina Wareham has been the Bylaw Services Manager since September of 2022.

As per *The Cities Act*, Marlin Ahenakew and Trina Wareham now require formal appointment by City Council in order to fulfill their duties to uphold the City's Bylaws.

CONSULTATIONS:

Marlin Ahenakew and Trina Wareham are aware of this legislative requirement.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Administration will inform the staff once these appointments are formalized by City Council.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

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 identifies a number of goals and policies which are supported by the establishment of a Municipal Bylaw Enforcement Service.

PUBLIC NOTICE:

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

ATTACHMENTS: None

Written by: Trina Wareham, Bylaw Services Manager

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



RPT 23-203

TITLE: City Manager Contract

DATE: **May 10, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That Sherry Person be appointed as City Manager for the City of Prince Albert for a five (5) year term, effective June 1, 2023; and,
2. That the Mayor and City Clerk be authorized to execute the Employment Contract on behalf of The City, once prepared, according to the terms outlined in the report.

TOPIC & PURPOSE:

The purpose of this report is to review and consider the appointment of a City Manager for a five year term.

BACKGROUND:

Effective March 31, 2022, Jim Toye officially retired as City Manager of the City of Prince Albert. On March 2, 2022 Sherry Person was appointed as Acting City Manager, which was extended until November 1, 2023.

Sherry has been employed by the City of Prince Albert since 1994 taking on progressively responsible positions throughout her 28 year career with the City. For 8 years, Ms. Person served as the City Clerk overseeing the legislative, privacy, governance, and election responsibilities for the City. In this role in addition to managing the City Clerk's Office, she has undertaken a number of ambitious projects including the restructuring of the Council and Committee process, establishing corporate privacy procedures, implementation of an electronic agenda and report process, and the completion of a substantial review and implementation of the City's Administration, Procedure, and Code of Ethics Bylaw.

PROPOSED APPROACH AND RATIONALE:

The City Manager position is a crucial element to the decision-making structure and operations of the City as one of the three (3) Officers of Council that are hired directly by City Council.

At this time, Mayor Dionne is recommending Sherry Person be appointed as City Manager for an 5 year term effective June 1, 2023.

Since Sherry has been acting in the role of City Manager she has proven herself capable of undertaking the role as administrative head for the City.

Since her appointment, Ms. Person has:

- Implemented a restructure in Financial Services, Corporate Services and Planning and Development to establish clear functional areas, identify and properly resource gaps in the operation and implement opportunities that encourage succession planning.
- Introduced a new Strategic Plan for the City of Prince Albert to set clear direction on priorities of the City over the next three years which will be used to guide the budgeting process and set annual work plans of Administration. This included establishing three key themes to promote the plan to staff and the public: Work Together, Embrace New Ideas and Building a Better City.
- Set expectations for staff regarding the importance of work planning, performance management and accountability for employees.
- Established a vision of “Corporate Alignment” in relation to internal communications of the City, which identifies action items to improve internal communication between departments at the City to ensure greater information sharing so that all employees, all departments and all City representatives are engaged and working cohesively to achieve the goals of the organization.

Ms. Person has demonstrated herself to be a strong leader within the organization bringing a great degree of ambition, focus, thoroughness, and accountability to her work. These skills along with her governance knowledge have been key assets during her term and will continue to be relied upon to guide the City to achieve greater levels of teamwork, trust, and communication.

The general terms of the agreement are as follows:

- 5 year contract
- \$210,000 annual salary with 2% wage adjustments annually (effective January 1 each year)
- Retention of all current benefits including pension allocations, health and dental coverage, sick time accruals, vested sick leave, EDOs and vacation leave.
- 6 weeks of vacation for the first two years and 7 weeks of vacation for year 3-5

As part of the contract, it has been agreed that she will establish her permanent residence within the City of Prince Albert.

As City Manager, Ms. Person will have all the powers, duties, accountabilities, and functions of the City Manager as outlined in the City's Administration Bylaw.

CONSULTATIONS:

The Mayor and Members of City Council have been consulted in the preparation of this report as well as the City Solicitors office.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

If approved, a media release will be prepared to announce the permanent appointment of Ms. Person.

FINANCIAL IMPLICATIONS:

The City Manager's annual salary will be \$210,000 effective June 1, 2023, in accordance with the Employment Contract.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

The City Manager is responsible for the implementation of the strategic plan and represents the five values outlined in the plan: accessibility, accountability and leadership, diversity and respect, engagement and communication and innovation and creativity.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. 2023 Employment Contract - Sherry Person City Manager

Written by: Kiley Bear, Director of Corporate Services

Approved by: Mayor Greg Dionne

EMPLOYMENT CONTRACT

THIS AGREEMENT made in duplicate this _____ day of _____, A.D. 2023.

BETWEEN:

THE CITY OF PRINCE ALBERT, a municipal corporation in the Province of Saskatchewan, herein called “**the City.**”

-and-

SHERRY PERSON, of the Town of Shellbrook, in the Province of Saskatchewan, herein called “**the Employee.**”

WHEREAS the Employee assumed the position of City Manager within the Administration of the City of Prince Albert pursuant to the terms and covenants of a mutually executed Employment Contract entered into by the Parties under date of July 13, 2022 (“**the First Contract**”);

AND WHEREAS the Parties mutually desire that the terms and covenants of the Employee’s continuing employment as City Manager and their employment relationship will be effective June 1, 2023 governed by the terms of the within Employment Contract, which by mutual intention of the Parties is to fully replace and terminate application of the terms of the First Contract in favour of and by substitution for the terms and covenants stated below, as the Employee continues after June 1, 2023 to carry out the duties of City Manager;

NOW THEREFORE in consideration of terms and conditions hereinafter specified, the parties agree as follows:

SUBSTITUTION FOR FIRST CONTRACT:

1. Effective June 1, 2023 at 7:30AM the First Contract shall terminate and by mutual agreement of the Parties be of no future legal effect, and the terms and covenants in the within Employment Contract shall thereafter exclusively apply.
2. The First Contract shall not merge with or have any concurrent application to the employment relationship from or after June 1, 2023.

TERM:

3. Subject to the terms and covenants contained in this Agreement and the performance thereof, the Employee shall continue in the position of City Manager for the City of Prince Albert for a continuing Term of sixty (60) months running from and including the 1st day of June 2023 until the 31st day of May, 2028, unless extended by mutual agreement of the parties in writing on approval by City Council or sooner terminated pursuant to the terms and covenants below.

APPOINTMENT:

4. The position shall be deemed a permanent term appointment effective June 1, 2023.

DUTIES:

5. The Employee acknowledges that her position is outside of the scope of the unionized bargaining units of The City of Prince Albert. The duties of the Employee require that she forms an integral part of management and regularly act in a confidential capacity in respect of the labour relations environment and operations of the City.

6. Notwithstanding the foregoing, unless specifically instructed or authorized by City Council for the City of Prince Albert (herein respectively called “Council”), the Employee agrees that she shall have no authority to act as an employer’s agent within the meaning of The Saskatchewan Employment Act.

7. The Employee shall perform all lawful duties imposed upon or required by the Administration Bylaw No. 1 of 2020 and the Procedure Bylaw No. 26 of 2014 for the City of Prince Albert, as amended or succeeded from time to time, and the job profile for the position of City Manager, as it may be amended from time to time by Council. In addition, the Employee shall also perform all lawful duties required of her from time to time by Resolution of Council.

8. Unless it is done with express lawful delegation by Resolution of Council or pursuant to the authorities afforded the position of City Manager pursuant to the bylaws of the City, the Employee shall not execute documents or hold herself out as having authority to enter into legal obligations on behalf of the City.

9. The Employee shall perform all duties that are required of a City Manager of a City pursuant to any federal or provincial statute, regulation, code and ordinance, and by any bylaw, resolution, or policy of the City.

10. The Employee shall ensure that all aspects of the delivery of the services to be provided by the City Manager are supplied efficiently and at an optimum level in relation to the financial and other resources committed by the City or as otherwise are available for the said purpose.

ATTENDANCE:

11. The Employee agrees that she shall devote her full time, energies and attention as reasonably required to the employment herein during the term thereof, and shall not engage in any other business or calling or work for any other person, firm or corporation in any capacity during the term of this Agreement.

12. The Employee agrees to attend to her duties during all regular office hours of the City Hall, and without further remuneration or compensation than is provided in Articles 21 - 29 inclusive as below during such further hours as are reasonably required to perform the duties and responsibilities identified in the within Agreement. This includes without limitation attendance at City Council, Executive Committee, Strategic Planning Sessions and other meetings.

13. The Employee acknowledges that it is in the best interests of the City's operation and therefore agrees in consideration of the terms of this Agreement, that it is a condition of continued employment that the Employee will establish and maintain her permanent residence directly within the boundaries of the City of Prince Albert. The Employee shall so establish her permanent residence within one year of signing this agreement and maintain it in Prince Albert for the balance of the Term and any extension thereof.

CONDUCT:

14. The Employee shall not engage in any activity or occupation which impairs her ability to discharge and effectively carry out the obligations of the position. The Employee agrees that no part of the services to be provided hereunder may be sub-contracted or performed by any other person, firm or corporation.

15. The Employee acknowledges and agrees that the effective performance of her duties requires the consistent demonstration of the highest level of integrity and the maintenance of harmonious relationships with other employees of the City and with all persons dealt with, directly or indirectly, in the course of the provision of her services.

16. The Employee shall conduct herself in a consistently professional manner so as to protect, promote and augment the good reputation of herself and the City. In addition, the Employee agrees to conduct herself in accordance with the provisions and spirit of any Code of Conduct or Conflict of Interest guidelines that are now in effect or as may be adopted from time to time by Council.

17. The Employee agrees to abide by all express practices and directives of the City, in respect to City operations and the operations of the City Manager's Office, including those concerning the disclosure of information to media, recording statistics and other data and adherence to security practices.

CONFIDENTIAL INFORMATION:

18. The Employee agrees that in addition to the laws, rules and codes governing her profession and the City, she shall adhere and assist other civic employees and members of Council, boards and civic committees to adhere to the laws, rules and codes pertaining to freedom of information and protection of privacy applicable to municipal government institutions. The Employee agrees that she shall not divulge any information acquired solely by reason of such employment except as necessary to carry out that employment or as required by law.

19. The Employee acknowledges that she owes the highest degree of duty of loyalty to the City, and she agrees to refrain from comment which may be detrimental to the City. In particular, but not to limit the generality of the foregoing, the Employee shall refrain from adverse comment regarding lawful policy decisions of Council, civic committees, boards, and members of the administration of the City.

20. It is understood and agreed that this clause shall continue to bind the Employee after all other terms of the contract have been terminated.

SALARY:

21. The City agrees to pay the Employee an annual salary of Two Hundred and Ten Thousand Dollars (\$210,000) pro-rated for the period June 1, 2023 until December 31, 2023 to and until the completion of the term, with incremental wage increases of:

- a. two percent (2.0%) adjusted to apply effective January 1, 2024
- b. two percent (2.0%) adjusted to apply effective January 1, 2025
- c. two percent (2.0%) adjusted to apply effective January 1, 2026
- d. two percent (2.0%) adjusted to apply effective January 1, 2027
- e. two percent (2.0%) adjusted to apply effective January 1, 2028

Any reference in this Agreement to “salary” shall refer to the monies paid as described in this subsection.

22. The Employee authorizes the City to make all lawful deductions from the salary or any payment due to her, contributions required for any benefit accorded to out-of-scope employees of the City such as (but not limited to) the Municipal Employees’ Superannuation Plan and group insurance, and any monies owing by the Employee to the City.

BENEFITS:

23. The City shall provide the Employee with group long-term disability insurance (premiums payable by the Employee), sick leave, holidays, and group insurance, upon the same terms and conditions as other out of scope employees of the City carrying out duties at City Hall, as may from time to time be revised, and vacation pursuant to Article 26 below.

24. The City shall make payment of such professional association dues of the Employee as may be approved from time to time by the City. Such payment shall be proportional to the term of service and shall be paid on the conditions and in accordance with the current policies and procedures of the City.

25. The City authorizes and encourages the Employee to pursue professional development opportunities, including but not necessarily limited to the CAMA and SUMA conferences and agrees to provide the necessary resources from the City Manager’s Office.

26. The Employee shall be entitled to six (6) weeks’ annual vacation prorated in each calendar year during the Term until June 1, 2025, at which time she will be entitled to seven (7) weeks’ annual vacation prorated in each calendar year during the Term.

27. Notwithstanding Article 26 above, the Employee will be entitled to seventeen (17) earned days off per annum pro-rated to and during the term.

28. The Employee shall participate in the Municipal Employees Pension Plan commencing on her start date and will be subject to any terms of the Municipal Employees Pension Plan.

29. The City authorizes the Employee shall retain her vested sick leave entitlement for the duration of this Employment Contract.

30. During the Term of this Agreement, the Employee shall no longer receive a monthly car allowance.

COPYRIGHT:

31. The Employee agrees that all material and inventions of which she is the author or creator which were prepared in whole or in part during the course of her employment with the City in which a copyright or patent may be claimed shall be the sole and exclusive property of the City free of claims including moral rights of the Employee, and the copyright and right to apply for a patent therein shall be deemed to be irrevocably assigned by the Employee to the City. The City may reproduce and utilize such material and inventions and make any alternations to same as it may deem appropriate.

MEDICAL EXAMINATIONS:

32. The Employee agrees that at such times that the City may require, she shall provide a doctor’s certificate verifying any illness interfering with her ability to carry out the duties as set out in this Employment Contract.

QUALITIFICATIONS AND DISABILITY:

33. The Employee covenants that she has the ability and qualifications to effectively carry out the duties and responsibilities of the City Manager.

TERMINATION:

34. The employment of the Employee may be terminated in the following manner in the following specified circumstances:

- a. By the Employee, subject to the terms expressly provided for in this Employment Contract, upon giving two (2) months’ notice to the City. The City may waive this notice, in whole or in part; or
- b. By the City, exercisable by City Council, at its option, with no notice or pay in lieu:
 - i. For any event constituting just cause; or
 - ii. Any material breach of this Employment Contract by the Employee, including without limitation a breach of Article 13;
 - iii. In the event that Council intends to terminate the employment of the Employee pursuant to Article 34(b), the requirements of *The Cities Act* shall be met.

ADEQUATE RESOURCES:

35. The City will provide for the use of the Employee, at all times during the term of this Employment Contract and any extension thereof, sufficient and adequate staff in the City Manager’s Office, facilities and equipment as may reasonably be approved by Council so that the Employee may properly and effectively carry out her numerous duties and responsibilities under this Employment Contract and the Employee shall be deemed to have the power and authority to perform her duties and responsibilities as set forth in this Employment Contract.

APPRAISAL:

36. At least once during the term, the City shall appraise the services of the Employee and progress in achieving the goals and objectives of the position. The City will ensure that the Employee is aware of any performance deficiencies and advise the Employee of the action required to correct deficiencies. The City shall submit the results of the written performance appraisal to the Employee.

NOTICE:

37. Any notice herein provided for shall be deemed received on the date it is delivered personally to the other party or two (2) working days following mailing, if mailed postage prepaid addressed, if to the City, at:

The City Clerk
1084 Central Avenue
Prince Albert, SK S6V 7P3
and, if to the Employee at:

Sherry Person
c/o Sherry Person’s last known personal residential address as maintained in the records of the City

Either party may change its address for receiving notice by providing notice in writing.

INTERPRETATION:

38. 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 Employment Contract shall not affect the validity or enforceability of the remaining provisions.

39. No modification, variation, waiver, amendment or termination by mutual consent of this Employment Contract shall be effective unless such action is taken in writing and executed by both parties hereto.

40. This Employment Contract represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements. All understandings and agreements heretofore had between the parties are merged into this Employment Contract which alone fully and completely expresses their legal relationship in respect of the subject matter hereof.

41. No departure or waiver of the terms of this Employment Contract 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.

42. In this Employment Contract unless the context otherwise requires, reference:
- a. To individuals does not include executors, administrators, successors, and permitted assigns;
 - b. In the singular number includes the plural number, and reference in the plural number includes the singular;
 - c. In the masculine includes the feminine or the neuter gender.

IN WITNESS WHEREOF Sherry Person has hereunto set her hand and seal this ____ day of _____, A.D. 2023.

WITNESS

SHERRY PERSON

IN WITNESS WHEREOF The City of Prince Albert 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.

(Municipal Seal)

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

**AFFIDAVIT OF ATTESTATION
OF AN INSTRUMENT**

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

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 Sherry Person, 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 Sherry Person and she is, in my belief, of the full age of 18 years.

SWORN before me at the City of)
Prince Albert, in the Province)
of Saskatchewan, this ____ day)
of _____, A.D. 2023)

_____)
A Commissioner for Oaths in and
For the Province of Saskatchewan.
My commission expires: _____
Or, BEING A SOLICITOR.



City of
Prince Albert

MOT 23-3

MOTION:

“That the City work towards Net-Zero Emissions by 2030 through actions, such as tree planting and/or employing technologies that can capture carbon before it is released into the air.”

Written by: Mayor Dionne