



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

AGENDA

**MONDAY, MAY 16, 2022, 5:00 PM
COUNCIL CHAMBER, CITY HALL**

1. CALL TO ORDER

2. PRAYER

3. APPROVAL OF AGENDA

4. PRESENTATIONS & RECOGNITIONS

5. DECLARATION OF CONFLICT OF INTEREST

6. ADOPTION OF MINUTES

6.1 April 25, 2022 City Council Meeting Minutes for Approval (MIN 22-44)

7. NOTICE OF PROCLAMATIONS

7.1 Community Pow Wow Day - May 27, 2022

7.2 Naturopathic Medicine Week - May 15 - 21, 2022

7.3 National Public Works Week - May 15 - 21, 2022

7.4 Royal Purple Week - May 15 - 22, 2022

7.5 National DeafBlind Awareness Month - June 2022

7.6 Saskatchewan Sexual Violence Awareness Week - May 16 - 20, 2022
(PRESENTED AT MEETING)

8. PUBLIC HEARINGS

- 8.1 Bylaw No. 12 of 2022 - Rezoning Land - FUD - Future Urban Development to C4 - Highway Commercial and P - Park & M3 - Large Lot Light Industrial to C4 - Highway Commercial (RPT 22-205)
- 8.2 Bylaw No. 13 of 2022 – Zoning Bylaw Review and Amendments (RPT 22-193)

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

- 11.1 Development Permit Application - Child Care Centre - 215 12th Street West (RPT 22-201)
- 11.2 Snow Blower Tender (RPT 22-162)
- 11.3 Skid Steer Loader Tender 23/22 (RPT 22-202)
- 11.4 Para Transit Bus Tender (RPT 22-211)
- 11.5 Airport Terminal Detail Design Award (RPT 22-199)
- 11.6 2022 Dust Suppression Program (RPT 22-200)
- 11.7 2022 Encapsulation Cell Monitoring (RPT 22-204)
- 11.8 Prince Albert Golf & Curling Centre - Concession Proposal (RPT 22-186)
- 11.9 Small World Day Care Lease Agreement – East End Community Club (RPT 22-203)
- 11.10 LFP Naming Rights Agreement (RPT 22-207)
- 11.11 CMGC Sponsorship Agreements (RPT 22-208)
- 11.12 PAC - Housing Program Update (RPT 22-196)
- 11.13 Prince Albert Police Service Proactive Policing Strategy Costs for 2021 (RPT 22-213)
- 11.14 Asphalt Supply and Paving - 2022 (PRESENTED AT MEETING) (RPT 22-215)
- 11.15 Concrete Supply and Installation - 2022 (PRESENTED AT MEETING) (RPT 22-216)

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

15. INQUIRIES RESPONSES

15.1 April 25, 2022 City Council Meeting Inquiry Responses (INQ 22-4)

16. NOTICE OF MOTION

17. MOTIONS

17.1 Motion - Councillor Zurakowski - Responsible Pet Ownership Bylaw Review (MOT 22-8)

18. PUBLIC FORUM

19. ADJOURNMENT



City of
Prince Albert

MIN 22-44

MOTION:

That the Minutes for the City Council Regular Meeting held April 25, 2022, be taken as read and adopted.

ATTACHMENTS:

1. Minutes



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

MINUTES

**MONDAY, APRIL 25, 2022, 5:00 P.M.
COUNCIL CHAMBER, CITY HALL**

PRESENT:

Mayor Greg Dionne
Councillor Charlene Miller
Councillor Terra Lennox-Zepp (Attended via video conferencing)
Councillor Tony Head (Attended via video conferencing)
Councillor Don Cody
Councillor Dennis Ogrodnick
Councillor Blake Edwards
Councillor Dawn Kilmer
Councillor Ted Zurakowski

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

1. CALL TO ORDER

Mayor G. Dionne called the meeting to order.

2. PRAYER

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

3. APPROVAL OF AGENDA

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

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, Ogradnick, Zurakowski and Mayor Dionne

CARRIED UNANIMOUSLY

4. PRESENTATIONS & RECOGNITIONS

5. DECLARATION OF CONFLICT OF INTEREST

6. ADOPTION OF MINUTES

0145. **Moved by:** Councillor Kilmer
Seconded by: Councillor Edwards

That the Minutes of the Council Regular Meeting held March 28, 2022 and Special Meeting held March 29, 2022, be taken as read and adopted.

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

CARRIED UNANIMOUSLY

7. NOTICE OF PROCLAMATIONS

7.1 Fibromyalgia Awareness Day – May 12, 2022

7.2 Moose Hide Campaign Day – May 12, 2022

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

7.4 Melanoma and Skin Cancer Awareness Month – May 2022

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

8. PUBLIC HEARINGS

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

11.1 Development Permit Application – 1405 Bishop Pascal Place (RPT 22-171)

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

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

- a. Parcel Y, Plan No. BK339;
- b. Parcel 10 and E, Plan No. C167;
- c. Lots 1 – 10, Block 10, Plan No. M4701;
- d. Lots 9 – 13, Block 9, Plan No. E3538;
- e. Parcels 15 – 18, Plan No. 101353823;
- f. Lot 3 and 4, Block 8, Plan No. M4701;
- g. Lot J, Block 8, Plan No. 101353654;
- h. Lot G, Block 8, Plan No. 101353643; and,
- i. Lot 5, Block 8, Plan No. 101833051,

be approved, subject to:

- i. The Applicant submitting all required plans for review and approval by Administration; and,
- ii. The Applicant entering into a Landscape Agreement with The City; and,

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

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

CARRIED UNANIMOUSLY

11.2 Sanitation Truck Tender 15/22 (RPT 22-144)

0147. **Moved by:** Councillor Head
Seconded by: Councillor Kilmer

1. That Tender No. 15 of 2022 for the purchase of a new Sanitation Truck be awarded to Superior Truck, at a total cost of \$443,119.77, which includes Provincial Sales Tax and Goods and Services Tax, funded from the Equipment Replacement Reserve; 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, Ogradnick, Zurakowski and Mayor Dionne

CARRIED UNANIMOUSLY

11.3 2022 – Capital Paving and Utility Infrastructure Replacement Program (RPT 22-176)

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

That RPT 22-176 be received as information and filed.

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

CARRIED UNANIMOUSLY

11.4 Golf Course Improvements (RPT 22-173)

0149. **Moved by:** Councillor Cody
Seconded by: Councillor Zurakowski

1. That the Bunker Renovation Plan, as attached to RPT 22-146, be approved;

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

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

CARRIED UNANIMOUSLY

11.5 Prince Albert Minor Baseball – Mair Park Lease Agreement (RPT 22-174)

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

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

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

CARRIED UNANIMOUSLY

11.6 Kinsmen Baseball Complex Naming Rights Agreements (RPT 22-178)

0151. **Moved by:** Councillor Edwards
Seconded by: Councillor Zurakowski

1. That the Naming Rights Agreement for the Kinsmen Baseball Complex between The City and Michael Lypchuk, Realtor Re/Max P.A. Realty in the amount of \$9,000 for a period of three (3) years ending December 31, 2024, be approved with one (1) field to be named Lypchuk Field for the duration of the Agreement;

2. That the Naming Rights Agreement for the Kinsmen Baseball Complex between The City and Econo Lumber Prince Albert in the amount of \$9,000 for a period of three (3) years ending December 31, 2024, be approved with one (1) field to be named Econo Lumber Field for the duration of the Agreement; 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, Zurakowski and Mayor Dionne

CARRIED UNANIMOUSLY

11.7 2022 Off-Leash Dog Park Development (RPT 22-180)

11.7.1 Letter of Opposition – Proposed Off-Leash Dog Park (CORR 22-43)

0152. **Moved by:** Councillor Ogrodnick
Seconded by: Councillor Miller

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

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

Against: Mayor Dionne

CARRIED (8 to 1)

11.8 Beautification 2022 (RPT 22-181)

0153. **Moved by:** Councillor Ogrodnick
Seconded by: Councillor Edwards

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

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

CARRIED UNANIMOUSLY

11.9 Federal & Provincial Funding Application – Branch Library (RPT 22-184)

0154. **Moved by:** Councillor Zurakowski
Seconded by: Councillor Ogrodnick

That City Council support the Application for an Investing in Canada Infrastructure Program (ICIP) grant for a new Prince Albert Public Branch Library and agree to meet legislated standards, the terms and conditions of the Investing in Canada Infrastructure Program, conduct an open tendering process, manage the construction of the project, fund the municipal share of the project, ongoing operation and maintenance costs, and to follow any mitigation measures as required by the Federal Impact Assessment Act and The Environmental Assessment Act of Saskatchewan.

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

CARRIED UNANIMOUSLY

11.10 License Agreement – Prince Albert Slo-Pitch League (RPT 22-185)

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

1. That the License Agreement between The City and the Prince Albert Slo-Pitch League be approved; and,
2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

11.11 Request for Funds from PA Slo-Pitch League Reserve (RPT 22-187)

0156. **Moved by:** Councillor Kilmer
Seconded by: Councillor Miller

That the Installation of Steel Tables in the Concession Area at Lakeland Ford Park in the amount of \$5,898.64 funded from the Prince Albert Slo-Pitch League Reserve, be approved.

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

Absent: Councillor Edwards

CARRIED UNANIMOUSLY

11.12 2021 Revaluation One-Time Property Tax Abatement (RPT 22-148)

0157. **Moved by:** Councillor Cody
Seconded by: Councillor Ogradnick

That a One-Time Abatement be granted to Residential Properties that received a tax increase exceeding \$700 in 2021, excluding properties with substantial renovations or a change in classification, for a total abatement of \$111,775.94, to be funded from the Fiscal Stabilization Reserve.

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

Against: Councillors: Lennox-Zepp and Miller

CARRIED (7 to 2)

11.13 Auction Services Agreement – RFP #21/22 (RPT 22-179)

0158. **Moved by:** Councillor Head
Seconded by: Councillor Miller

- 1. That Request for Proposal No. 21 of 2022 for Auction Services be awarded to McDougall Auctioneers Ltd. for a three (3) year term from May 1, 2022 to April 30, 2025 with an optional two (2) year extension if mutually agreed; 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, Zurakowski and Mayor Dionne

CARRIED UNANIMOUSLY

11.14 Contract Zoning Agreement Extension – TLS Lawn Care (RPT 22-157)

0159. **Moved by:** Councillor Zurakowski

Seconded by: Councillor Ogrodnick

1. That the Contract Zoning Agreement between The City and 101100203 Saskatchewan Ltd., known as TLS Lawn Care, for an Industrial Service Establishment and Storage Yard located at 333 – 15th Street Northwest, legally described as Parcels L and M, Plan No. BQ719, for a five (5) year term from April 30, 2022, to April 30, 2027, be approved; and,
2. That the Mayor and City Clerk be authorized to execute the Agreement and any other required documentation on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

11.15 Assignment of New Home Construction Tax Incentive Agreement – 644 – 19th Street West (RPT 22-168)

0160. **Moved by:** Councillor Zurakowski

Seconded by: Councillor Cody

1. That the assignment of the New Home Construction Tax Incentive Agreement for 664 – 19th Street West, legally described as Lot 23, Block 20, Plan No. 102338197, Extension 0, from VC Stonework Ltd. to Caroline Barcelona be approved; and,
2. That the Mayor and City Clerk be authorized to execute the Amending Agreement on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

11.16 Results of Tender #2/22 – Disposal of Land located at 418 – 7th Street East (RPT 22-169)

0161. **Moved by:** Councillor Head
Seconded by: Councillor Kilmer

- 1. That the vacant lot located at 418 – 7th Street East, legally described as Lot 41, Block 4, Plan No. 102366659, Extension 0, be listed for sale for \$48,000, plus Goods and Services Tax; and,
- 2. That should an offer for the above noted sale price be received, the Mayor and City Clerk be authorized to execute the Sale Agreement and Transfer Authorization on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

11.17 Bylaw No. 12 of 2022 – Rezoning Land – FUD – Future Urban Development to CA Highway Commercial and P – Park & M3 – Large Lot Light Industrial to C4 – Highway Commercial (RPT 22-170)

0162. **Moved by:** Councillor Edwards
Seconded by: Councillor Miller

- 1. That Bylaw No. 12 of 2022 be introduced and given first reading; and,
- 2. That Administration provide notification to hold a Public Hearing.

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

CARRIED UNANIMOUSLY

0163. **Moved by:** Councillor Edwards
Seconded by: Councillor Zurakowski

That Bylaw No. 12 of 2022 be introduced and read a first time.

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

Absent: Councillor Ogrodnick

CARRIED UNANIMOUSLY

11.18 Bylaw No. 13 of 2022 – Zoning Bylaw Review and Amendments (RPT 22-172)

0164. **Moved by:** Councillor Edwards
Seconded by: Councillor Miller

- 1. That Bylaw No. 13 of 2022 be introduced and given first reading; and,
- 2. That Administration provide notification to hold a Public Hearing.

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

CARRIED UNANIMOUSLY

0165. **Moved by:** Councillor Edwards
Seconded by: Councillor Miller

That Bylaw No. 13 of 2022 be introduced and read a first time.

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

CARRIED UNANIMOUSLY

11.19 Offer to Purchase 26 Hadley Road (RPT 22-182)

0166. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Zurakowski

That the Offer to Purchase for 26 Hadley Road, legally described as Lot 1, Block 170, Plan No. 101181485, Extension 0, for \$85,000, plus Goods and Services Tax, be denied.

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

CARRIED UNANIMOUSLY

11.20 Prince Albert Elected Official Compensation Review Commission (RPT 22-188)

0167. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Miller

That Bylaw No. 14 of 2022 be amended as follows:

That Section 3(d) be amended to add the following Subsection:

(xiv) maternity and paternity leave.

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

CARRIED UNANIMOUSLY

0168. **Moved by:** Councillor Cody
Seconded by: Councillor Edwards

1. That Bylaw No. 14 of 2022 be amended as follows:

That Section 3(d) be amended to add the following Subsection:

(xiv) maternity and paternity leave;

2. That Bylaw No. 14 of 2022 be introduced and receive three (3) readings;

3. That the following individuals be appointed as members of the Elected Official Compensation Review Commission:

- a. Stan Loewen;
- b. Arne Lindberg; and,
- c. Brenda Mishak; and,

4. That the remuneration for members of the Elected Official Compensation Review Commission be set at the amounts as outlined in RPT 22-188, to be funded from the Fiscal Stabilization Reserve.

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

CARRIED UNANIMOUSLY

0169. **Moved by:** Councillor Cody
Seconded by: Councillor Edwards

That Bylaw No. 14 of 2022 be introduced and read a first time.

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

CARRIED UNANIMOUSLY

0170. **Moved by:** Councillor Cody
Seconded by: Councillor Edwards

That Bylaw No. 14 of 2022 be amended as follows:

That Section 3(d) be amended to add the following Subsection:

(xiv) maternity and paternity leave.

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

CARRIED UNANIMOUSLY

0171. **Moved by:** Councillor Cody
Seconded by: Councillor Edwards

That Bylaw No. 14 of 2022, as amended, be read a second time.

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

CARRIED UNANIMOUSLY

0172. **Moved by:** Councillor Cody
Seconded by: Councillor Edwards

That leave be granted to read Bylaw No. 14 of 2022, as amended, a third time.

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

CARRIED UNANIMOUSLY

0173. **Moved by:** Councillor Cody
Seconded by: Councillor Edwards

That Bylaw No. 14 of 2022, as amended, be read a third time and passed, and, that Bylaw No. 14 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

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

CARRIED UNANIMOUSLY

11.21 City Manager Appointment (RPT 22-191)

0174. **Moved by:** Councillor Cody
Seconded by: Councillor Zurakowski

1. That Sherry Person be appointed as City Manager for The City of Prince Albert for an eighteen (18) month term, effective May 1, 2022; and,
2. That the Mayor and City Clerk be authorized to execute the Employment Contract on behalf of The City, once prepared, according to the terms outlined in RPT 22-191.

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

CARRIED UNANIMOUSLY

11.22 City Clerk Appointment (RPT 22-190)

0175. **Moved by:** Councillor Zurakowski
Seconded by: Councillor Cody

That Terri Mercier be appointed as City Clerk for The City of Prince Albert for an eighteen (18) month term, effective May 1, 2022.

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

CARRIED UNANIMOUSLY

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

14.1 Councillor Ogrodnick – Pavement Quality Index

What is the Pavement Quality Index for the following streets:

1. 9th Avenue West – 15th Street to River Street;
2. Dunn Drive;
3. Fraser Place;
4. Sibbald Crescent;
5. Cowan Drive;
6. Baker Place;
7. 1900 Block of 15th Street West;
8. MacDonald Avenue – Branion Drive to 28th Street East;
9. Laurier Drive;
10. Buchanan Drive; and,
11. Linner Lane.

15. INQUIRY RESPONSES

16. NOTICE OF MOTION

16.1 Councillor Zurakowski – Nuisance Bylaw Review

That Administration prepare a report that clearly details options to amend the Responsible Pet Ownership Bylaw No. 13 of 2021, as it speaks to the feeding of crows, pigeons and other birds that have the potential to become a nuisance to the surrounding neighborhood for consideration by members of Council.

17. MOTIONS

17.1 Motion – Councillor Lennox-Zepp – Implementation of Truth and Reconciliation Commission of Canada’s Call to Action No. 88 (MOT 22-5)

0176. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Head

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

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

Against: Councillors: Cody, Edwards, Zurakowski and Mayor Dionne

CARRIED (5 to 4)

17.2 Motion – Councillor Head – Implementation of Truth and Reconciliation Commission of Canada’s Call to Action No. 43 (MOT 22-6)

0177. **Moved by:** Councillor Head
Seconded by: Councillor Miller

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

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

CARRIED UNANIMOUSLY

17.3 Motion – Councillor Head – Implementation of Truth and Reconciliation Commission of Canada’s Call to Action No. 57 (MOT 22-7)

0178. **Moved by:** Councilor Head
Seconded by: Councillor Zurakowski

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

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

CARRIED UNANIMOUSLY

18. PUBLIC FORUM

19. ADJOURNMENT – 7:29 P.M.

0179. **Moved by:** Councillor Kilmer
Seconded by: Councillor Miller

That this Council do now adjourn.

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

CARRIED UNANIMOUSLY

MAYOR GREG DIONNE CITY CLERK

MINUTES ADOPTED THIS 16TH DAY OF MAY, A.D. 2022.

RPT 22-205

TITLE: Bylaw No. 12 of 2022 - Rezoning Land - FUD - Future Urban Development to C4 - Highway Commercial and P - Park & M3 - Large Lot Light Industrial to C4 - Highway Commercial

DATE: **May 4, 2022**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That Bylaw No. 12 of 2022 be given 2nd and 3rd reading.

TOPIC & PURPOSE:

The purpose of this report is to approve Bylaw No. 12 of 2022, which is a Zoning Bylaw amendment to rezone land within The Yard District and surrounding area to the C4 – Highway Commercial and P – Park zoning districts.

BACKGROUND:

On September 7, 2021, City Council approved the subdivision of land for the Signature Development Corporation project. City Council Resolution No. 0349 dated September 7, 2021:

- 1. That the Servicing Agreement between The City and Signature Developments for the Parcels, legally described as Parcel 52, Plan No. 101817165; Parcel 45, Plan No. AK2420; Parcel 44, Plan No. AK2420 and Parcel 49, Plan No. 101816939, be approved, which may include further amendments as directed by the City Solicitor;*
- 2. That the City Manager be authorized to approve further Site Plans, and Engineering Details and Drawings in consultation with Administration;*
- 3. That the Subdivision of the subject lands legally described as Parcel 52, Plan No. 101817165; Parcel 45, Plan No. AK2420; Parcel 44, Plan No. AK2420 and Parcel 49, Plan No. 101816939, for commercial development, be approved; and,*

4. *That the Mayor and City Clerk be authorized to execute the Servicing Agreement and final Subdivision Plan on behalf of The City, once prepared.*

Bylaw No. 12 of 2022 was given first reading at the April 25th, 2022, City Council meeting.

PROPOSED APPROACH AND RATIONALE:

Now that the land has been subdivided to create developable lots, rezoning the land from the current FUD – Future Urban Development zoning district to zoning districts that will allow for development of the land is necessary.

The proposed C4 – Highway Commercial zoning district designation for Parcels PAE, 1, 2, 2A & 3 will allow for a multitude of commercial uses including, but not limited to, Retail Stores, Offices, Restaurants, Hotels, and Athletic and Recreational Facilities.

The proposed P – Park zoning district accommodates the use of the municipal reserve land (Parcels MR1 & MR2) as a buffer between The Yard District and any future development that may occur to the northeast. In addition to passive landscaping like grass and trees, a future pedestrian trail is proposed to be located within the municipal reserve land that runs from the northwest corner of the City's property to the southeast corner of The Yard District.

Administration is also recommending to rezone the existing A&W property located on Lot 1, Block 44, Plan 00PA05141 to C4 – Highway Commercial zoning district. By rezoning the A&W property to C4, it will create a more consistent and continuous Highway Commercial corridor along 6th Avenue East, as identified in the City of Prince Albert Official Community Plan.

As the proposed rezoning conforms to the regulations contained in both the Zoning Bylaw and the Official Community Plan, Administration recommends that this bylaw be approved.

CONSULTATIONS:

The proposed Zoning Bylaw Amendment has been reviewed by Public Works, Community Services, Assessment, Fire & Emergency Services, and Planning and Development Services. No concerns were raised.

Planning and Development Services also consulted with all of the property owners whose land is proposed to be rezoned and no objections have been raised.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The affected property owners will be notified in writing of City Council's decision. The Zoning Bylaw and City website will be updated accordingly.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

Throughout the review of this subdivision, Administration relied on one of the City's core values, to be accountable and transparent, in order to ensure that all the relevant information and facts were presented to all parties involved in a timely and accurate manner.

OFFICIAL COMMUNITY PLAN:

Schedule 16.1.1 of The City of Prince Albert's Official Community Plan identifies the subject property as Highway Commercial land. As per Section 6.5.4, the purpose of Highway Commercial land is to:

“provide for regional retail and service commercial services with convenient, controlled access parking and without increasing traffic burdens upon the adjacent streets and highways”.

The proposed rezoning will zone the land for future development as identified by the Official Community Plan. The land use conforms to the above purpose as the intention is to develop the area into an entertainment and commercial service hub.

PUBLIC NOTICE:

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

- Public Notice was posted on the bulletin board at City Hall on May 5th, 2022;
- Public Notice was posted on the City website on May 5th, 2022; and,
- Public Notice was posted in the Prince Albert Daily Herald on May 5th, 2022.

ATTACHMENTS:

1. Bylaw No. 12 of 2022
2. Location Plan (showing current Zoning Districts)
3. Location Plan (showing zoning changes)
4. Public Notice

Written by: Jonathon Vis, Planning Technician

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

CITY OF PRINCE ALBERT BYLAW NO. 12 OF 2022

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

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

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

1. The City of Prince Albert Zoning District Map, being "Appendix B" Zoning Map and Amendments is hereby amended as follows:

Parcel PAE, Plan 102375446 Extension 0;
Parcel 1, Plan 102375446 Extension 0;
Parcel 2, Plan 102382040 Extension 0;
Parcel 2A, Plan 102382040 Extension 0; and
Parcel 3, Plan 102382040 Extension 0;
Prince Albert, Saskatchewan

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

Lot 1, Block 44, Plan 00PA05141 Extension 0
Prince Albert, Saskatchewan

Shall be rezoned from M3 – Large Lot Light Industrial to C4 – Highway Commercial; and,

Parcel MR1, Plan 102375446 Extension 0; and
Parcel MR2, Plan 102375446 Extension 0
Prince Albert, Saskatchewan

Shall be rezoned from FUD – Future Urban Development to P – Park.

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

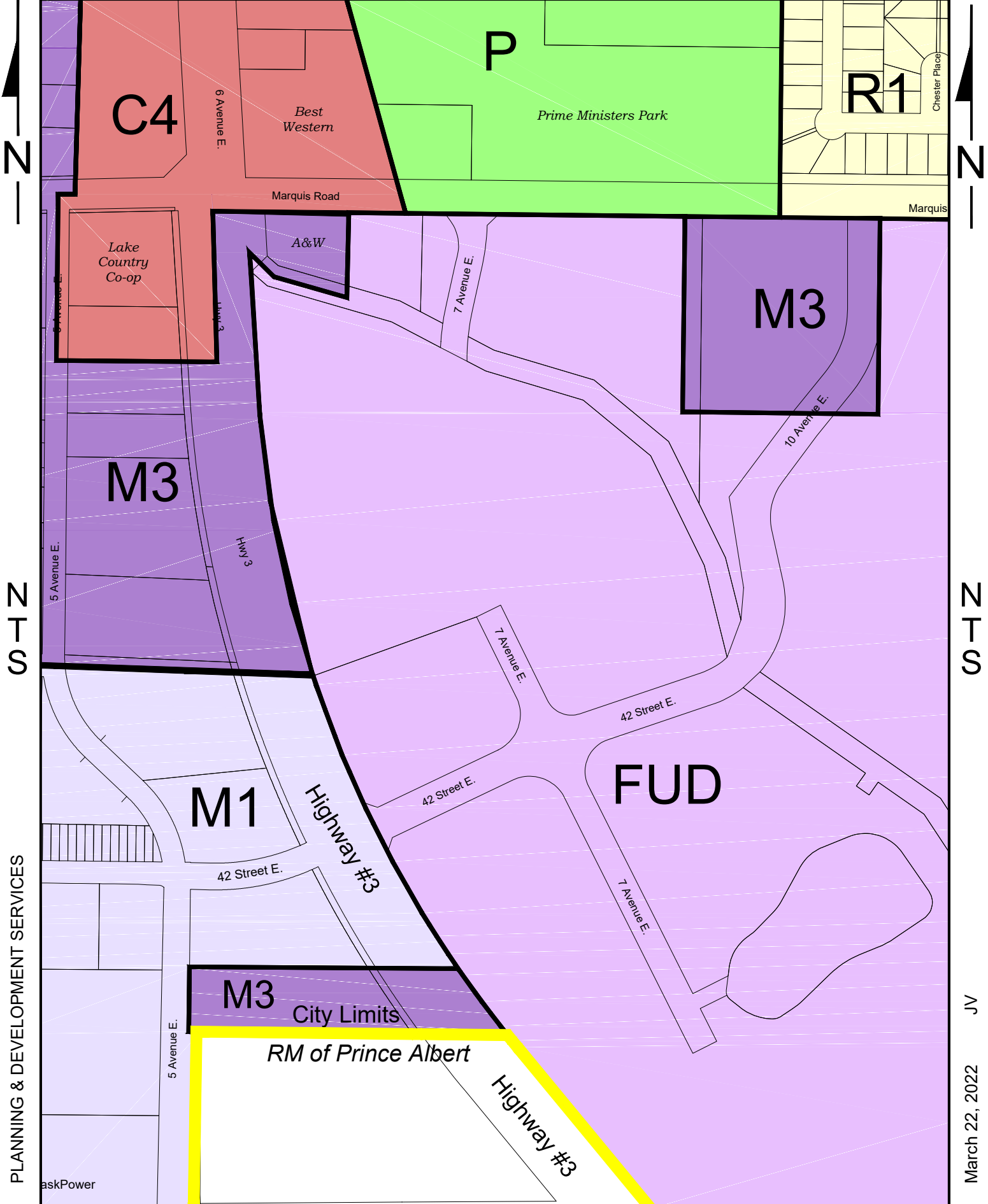
INTRODUCED AND READ A FIRST TIME THIS _____ DAY OF _____, A.D., 2022.

READ A SECOND TIME THIS _____ DAY OF _____, A.D., 2022.

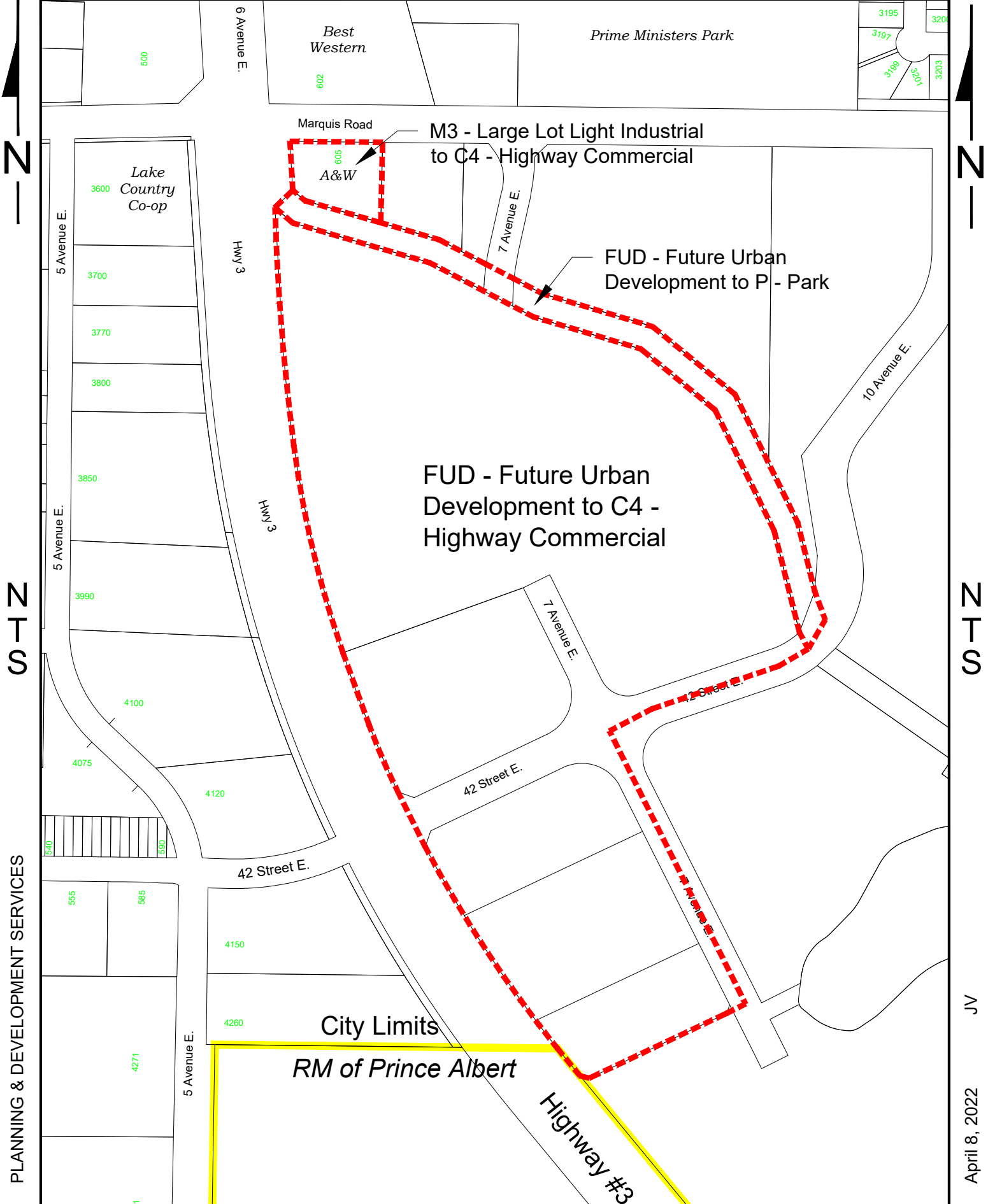
READ A THIRD TIME AND PASSED _____ DAY OF _____, A.D., 2022.

MAYOR

CITY CLERK



PLANNING & DEVELOPMENT SERVICES



S - N

PLANNING & DEVELOPMENT SERVICES

S - N

JV
April 8, 2022



City of Prince Albert

PUBLIC NOTICE ZONING BYLAW AMENDMENT - BYLAW NO. 12 OF 2022

Public Notice is hereby given that the Council of the City of Prince Albert intends to consider Bylaw No. 12 of 2022 to amend Bylaw No. 1 of 2019, known as the City of Prince Albert Zoning Bylaw.

Reason for the Amendment: At the City Council meeting held April 25th, 2022, first reading of Bylaw No. 12 of 2022 was given and Administration was authorized to provide Public Notification for a Public Hearing. In order to accommodate the future development of the area, Bylaw No. 12 of 2022 proposes to rezone the land legally described as:

- Parcels PAE and 1, Plan 102375446, and Parcels 2, 2A and 3, Plan 102382040 from the FUD - Future Urban Development Zoning District to the C4 - Highway Commercial Zoning District;
- Lot 1, Block 44, Plan 00PA05141 from the M3 - Large Lot Light Industrial Zoning District to the C4 - Highway Commercial Zoning District; and
- Parcels MR1 and MR2, Plan 102375446 from the FUD - Future Urban Development Zoning District to the P - Park Zoning District.

The subject land is shown by the red dashed line to the right.

Therefore, City Council, at its meeting to be held on Monday, May 16th, 2022, at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above bylaw. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Tuesday, May 10th, 2022. In accordance with City Council's Procedure Bylaw No. 26 of 2014, any written submissions must be provided to the City Clerk. Verbal submissions shall be heard during the Public Hearing portion of the meeting.

INFORMATION - Information regarding the proposed amendment may be directed to the following without charge

Planning and Development Services

City Hall, 1084 Central Avenue

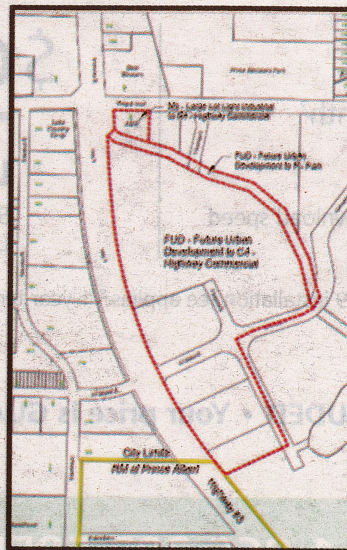
Prince Albert SK, S6V 7P3

8:00 am to 4:45 pm - Monday to Friday (except holidays)

Phone 306-953-4370

Issued at the City of Prince Albert, this May 5th, 2022

Terri Mercier, City Clerk



Daily Herald - Thursday, May 5, 2022



RPT 22-193

TITLE: Bylaw No. 13 of 2022 – Zoning Bylaw Review and Amendments

DATE: April 22, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That Bylaw No. 13 of 2022 receive second and third reading.

TOPIC & PURPOSE:

The purpose of this report is to request second and third reading of Bylaw No. 13 of 2022, which proposes a number of amendments to the City of Prince Albert Zoning Bylaw No. 1 of 2019.

BACKGROUND:

The City of Prince Albert Zoning Bylaw No. 1 of 2019 was adopted on February 25th, 2019. Since then, a number of amendments have been made to ensure the Zoning Bylaw functions as intended, from typographical changes to clarifying language and correcting errors, including a larger housekeeping amendment adopted on October 13th, 2020 (Bylaw No. 16 of 2020) that was similar in nature to this one.

Bylaw No. 13 of 2022 was given first reading at the April 25th, 2022, City Council meeting.

PROPOSED APPROACH AND RATIONALE:

As Administration applies the Zoning Bylaw through the review of Development Permits and day-to-day operations, issues and inefficiencies are flagged and addressed through an amending bylaw. Bylaw No. 13 of 2022 proposes a number of amendments that are intended to address inconsistent wording, unclear language and align regulations with current, best practices. The majority of the proposed changes are minor in nature, and an explanation of the more significant changes is attached (see attached Zoning Bylaw Amendment Rationale).

CONSULTATIONS:

This Zoning Bylaw amendment was drafted in consultation with the Building Division.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Upon approval of this bylaw amendment, the Zoning Bylaw and City website will be updated accordingly.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

In keeping with the City's mission statement, that we will enhance quality of life through excellence of service, it is important that we continue to review and edit our policies, procedures, and bylaws, in order to ensure they function properly and allow us the ability to provide the highest level of service to the public.

OFFICIAL COMMUNITY PLAN:

The Zoning Bylaw plays a significant role in implementing the goals and policy statements contained in the Official Community Plan (OCP) as it is the primary instrument used to do so. Therefore, in order to ensure that the OCP is implemented to its fullest extent through the Zoning Bylaw, updating it as needed is essential.

PUBLIC NOTICE:

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

- Public Notice was posted on the bulletin board at City Hall on May 5th, 2022;
- Public Notice was posted on the City website on May 5th, 2022; and,
- Public Notice was posted in the Prince Albert Daily Herald on May 5th, 2022.

ATTACHMENTS:

1. Bylaw No. 13 of 2022
2. Zoning Bylaw Amendment Rationale
3. Public Notice - Bylaw No. 13 of 2022

Written by: Jorden Olmstead, Planner

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

CITY OF PRINCE ALBERT BYLAW NO. 13 OF 2022

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

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

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

1. That Bylaw No. 1 of 2019 be amended in the manner hereinafter set forth:
 - a. By deleting Subsection 3.4.3 in its entirety; and,
 - b. Replace with the following Subsection 3.4.3:

“3. The construction of an Accessory Building up to 10 square metres in area, or the placement of Shipping Containers in accordance with Section 4.2 of this Bylaw;”
 - c. By deleting Subsection 4.8.1 in its entirety; and,
 - d. Replace with the following Subsection 4.8.1:

“1. Notwithstanding any other provisions of this Bylaw and in conjunction with an approved use in the Commercial or Industrial Zoning Districts, the storage and maintenance of goods and equipment shall be permitted within the side or rear yard of a site. At the discretion of the approving authority, the portions of the site used for outdoor storage may be required to be visually screened from public view.”
 - e. By deleting Subsection 4.17 in its entirety; and,
 - f. Replace with the following Subsection 4.17:

“4.17 Sidewalk Cafes and Patios

 1. At the discretion of the Development Officer:
 - a) Sidewalk Cafes and Patios may be permitted as an accessory use to an approved food or beverage related use;
 - b) Sidewalk Cafes and Patios may be located within the front, side or rear yard setback; and
 - c) A site plan may be required that shows the placement of seating, tables, garbage facilities and other related items.”

- g. By adding the following to Subsection 6.1.9:
 - “c) A Secondary Suite may contain up to two bedrooms.”
- h. By deleting the table in Subsection 6.2.2 in its entirety; and,
- i. Replace the table as outlined in the attached “Subsection 6.2.2”.
- j. By deleting the table in Subsection 6.3.2 in its entirety; and,
- k. Replace the table as outlined in the attached “Subsection 6.3.2”.
- l. By deleting the table in Subsection 6.4.2 in its entirety; and,
- m. Replace the table as outlined in the attached “Subsection 6.4.2”.
- n. By deleting Subsection 6.5.1 in its entirety; and,
- o. Replace with the following Subsection 6.5.1:
 - “1. Purpose

The purpose of the R4 – High Density Residential Zoning District is to provide the full continuum of residential development options that allows for limited, complementary uses. With no maximum density, this zoning district is best located along arterial and collector streets or immediately adjacent to commercial nodes or centres, and provides the highest level of access to park space and commercial services through multiple modes of transportation.”
- p. By deleting the table in Subsection 6.5.2 in its entirety; and,
- q. Replace the table as outlined in the attached “Subsection 6.5.2”.
- r. By deleting the table in Subsection 6.6.2 in its entirety; and,
- s. Replace the table as outlined in the attached “Subsection 6.6.2”.
- t. By deleting the table in Subsection 6.7.2 in its entirety; and,
- u. Replace the table as outlined in the attached “Subsection 6.7.2”.
- v. By deleting Subsection 7.1.14(b) in its entirety; and,
- w. Replace with the following Subsection 7.1.14(b):
 - “b) A Liquor Store shall not be located within 500 metres of any other Liquor Store, provided that this restriction shall not apply to sites with lawfully operating Liquor Stores prior to September 30th, 2019.”
- x. By deleting the table in Subsection 7.2.2 in its entirety; and,
- y. Replace the table as outlined in the attached “Subsection 7.2.2”.
- z. By deleting the table in Subsection 7.3.2 in its entirety; and,

- aa. Replace the table as outlined in the attached “Subsection 7.3.2”.
- bb. By deleting the table in Subsection 7.4.2 in its entirety; and,
- cc. Replace the table as outlined in the attached “Subsection 7.4.2”.
- dd. By deleting the table in Subsection 7.5.2 in its entirety; and,
- ee. Replace the table as outlined in the attached “Subsection 7.5.2”.
- ff. By deleting the table in Subsection 7.6.2 in its entirety; and,
- gg. Replace the table as outlined in the attached “Subsection 7.6.2”.
- hh. By deleting the table in Subsection 7.7.2 in its entirety; and,
- ii. Replace the table as outlined in the attached “Subsection 7.7.2”.
- jj. By deleting Subsection 8.1.6 b) in its entirety; and,
- kk. Replace with the following Subsection 8.1.6 b):
 - “b) Notwithstanding Section 8.1.6(a) of this Bylaw, at the discretion of the Approving Authority, sites located in the M1 – Heavy Industrial Zoning District that are developed to the Service Level 2 or 3 standard in accordance with the OCP may not be required to provide on-site landscaping. When local improvements occur that increase the Service Level to 1, Section 8.1.6(a) shall apply.”
- ll. By deleting Subsection 8.1.6 c) in its entirety; and,
- mm. Replace with the following Subsection 8.1.6 c):
 - “c) At the discretion of the Approving Authority, where all required site elements cannot be reasonably accommodated, and where a City boulevard fronts or flanks a site, the required landscaping may be reduced by a distance equal to the width of the boulevard as measured from the property line to the established curb face, in accordance with the following:
 - i) No future right-of-way widening be shall planned for the adjacent roadway; and,
 - ii) The applicant entering into a Landscape Agreement with the City.”
- nn. By deleting the table in Subsection 8.2.2 in its entirety; and,
- oo. Replace the table as outlined in the attached “Subsection 8.2.2”.
- pp. By deleting the table in Subsection 8.3.2 in its entirety; and,
- qq. Replace the table as outlined in the attached “Subsection 8.3.2”.
- rr. By deleting the table in Subsection 8.4.2 in its entirety; and,
- ss. Replace the table as outlined in the attached “Subsection 8.4.2”.

- tt. By deleting the table in Subsection 8.5.2 in its entirety; and,
- uu. Replace the table as outlined in the attached "Subsection 8.5.2".
- vv. By deleting the table in Subsection 9.2.2 in its entirety; and,
- ww. Replace the table as outlined in the attached "Subsection 9.2.2".
- xx. By deleting the table in Subsection 9.3.2 in its entirety; and,
- yy. Replace the table as outlined in the attached "Subsection 9.3.2".
- zz. By deleting the table in Subsection 10.2.2 in its entirety; and,
- aaa. Replace the table as outlined in the attached "Subsection 10.2.2".
- bbb. By deleting the table in Subsection 10.3.2 in its entirety; and,
- ccc. Replace the table as outlined in the attached "Subsection 10.3.2".
- ddd. By deleting the table in Subsection 10.4.2 in its entirety; and,
- eee. Replace the table as outlined in the attached "Subsection 10.4.2".
- fff. By deleting the table in Subsection 10.5.2 in its entirety; and,
- ggg. Replace the table as outlined in the attached "Subsection 10.5.2".
- hhh. By deleting the table in Subsection 10.6.2 in its entirety; and,
- iii. Replace the table as outlined in the attached "Subsection 10.6.2".
- jjj. By deleting Subsection 13.1.3 b) i) in its entirety; and,
- kkk. Replace with the following Subsection 13.1.3 b) i):
 - "i) Freestanding signs with a height of 3 metres from grade or more, or an area of 4.64 square metres or more;"
- lll. By deleting Subsection 13.6.1 in its entirety; and,
- mmm. Replace with the following Subsection 13.6.1:
 - 1. One (1) feature sign per site may be permitted:
 - a) In a Commercial, Industrial, Institutional or Special Zoning District,
 - b) On a site with an approved Residential Care Facility, or
 - c) In a Residential Zoning District:
 - i) At the entrance to a developed, residential subdivision,
 - ii) For a Multi-Unit Dwelling having six (6) or more units,
 - iii) For a Dwelling Group having six (6) or more units, or

iv) For a Multi-Unit High Rise Dwelling.

nnn. Delete the definition of “health club” in its entirety; and,

ooo. Replace with the following definition for “health club”:

“health club

means the use of a building, or a portion thereof, for the provision of active recreation or physical training space, which may include one or both of the following:

- a) activities such as aerobic exercise, walking, running, the use of exercise equipment, game courts or other similar activities; or
- b) classes to train participants in a specific sport or discipline, including karate, dance, yoga, or another similar activity;”

ppp. By adding the following definition for “mobile home”:

“mobile home

means a dwelling unit that conforms to Canadian Standards Association’s (CSA) Standard No. Z240 for mobile homes or to such standards as may have been defined by the CSA for mobile homes at any time subsequent to the definition of the standard set out as Z240.”

qqq. Delete the definition of “one unit dwelling” in its entirety; and,

rrr. Replace with the following definition for “one unit dwelling”:

“one unit dwelling

means a detached building containing a single dwelling unit, which shall not include mobile homes;”

sss. Include the following definition for “parks and playgrounds”:

“parks and playgrounds

means the use of land, or portion thereof, for active or passive public recreation and that may include the use of natural or artificial landscaping, playing fields and any associated buildings or structures;”

ttt. Delete the definition of “private school” in its entirety; and,

uuu. Replace with the following definition for “private school”:

“private school

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

vvv. Delete the definition of “secondary suite” in its entirety; and,

www. Replace with the following definition for “secondary suite”:

“secondary suite

means a self-contained dwelling unit that is accessory to and located within a one unit dwelling or subdivided, two unit dwelling. The exterior of a one unit dwelling or subdivided, two unit dwelling containing a secondary suite is expected to be developed in a manner that is typical to the principle building type, ensuring it does not appear to be, or function like, a multi-unit dwelling;

xxx. Delete the definition of “social club” in its entirety; and,

yyy. Replace with the following definition for “social club”:

“social club

means the use of a building, or a portion thereof, by members of a group, club or organization to participate in passive recreational, social or cultural activities, which may include rooms to hold meetings, events and classes, or provide space for the consumption of food and alcohol, but does not provide for uses that would be considered a health club;”

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

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

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

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

MAYOR

CITY CLERK

Subsection 6.2.2

R1 – LARGE LOT RESIDENTIAL											
	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	450	14.5	-	-	-	3	- ²	-	-	-	-
Bed & Breakfast Home	450	14.5	6	1.2	6	10.7	50	-	4	-	-
Community Garden	450	14.5	6	1.2	6	-	-	-	-	-	-
Family Child Care Home	450	14.5	6	1.2	6	10.7	50	-	13	-	-
Group Family Child Care Home	450	14.5	6	1.2	6	10.7	50	-	13	-	-
Home Based Business	450	14.5	6	1.2	6	10.7	50	-	2	-	-
One Unit Dwelling	450	14.5	6	1.2	6	10.7	50	-	2	-	-
Private Care Home	450	14.5	6	1.2	6	10.7	50	-	2	-	-
Private Day Care Home	450	14.5	6	1.2	6	10.7	50	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Development Officer											
Dwelling Group	450	14.5	6	6	6	10.7	-	35	3	20	-
Discretionary Uses – Council											
Child Care Centre	450	14.5	6	1.2	6	10.7	50	-	13	-	-
Custodial Care Facility	450	14.5	6	1.2	6	10.7	50	-	5	-	-
Excavating, Stripping and Grading ³	450	14.5	-	-	-	-	-	-	-	-	-
Place of Worship	450	14.5	6	1.2	6	10.7	50	-	9	-	-

R1 – LARGE LOT RESIDENTIAL

	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Protective & Emergency Services	450	14.5	6	1.2	6	10.7	50	-	6	-	-
Residential Care Facility	450	14.5	6	3	6	10.7	50	-	5	-	-
Residential Care Home	450	14.5	6	1.2	6	10.7	50	-	5	-	-
Residential Day Care Facility	450	14.5	6	1.2	6	10.7	50	-	19	-	-
Residential Day Care Home	450	14.5	6	1.2	6	10.7	50	-	13	-	-

Notes on Development Standards for the table above (R1 – Large Lot Residential):

- 1 The regulations in Section 4.2 and Section 6.1.1 of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and Section 6.1.17 of this Bylaw shall apply.

Subsection 6.3.2

R2 – SMALL LOT RESIDENTIAL											
	Minimum Development Standards								Parking Standards ⁴		
	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 ⁶ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	303.5	10	-	-	-	3	- ²	-	-	-	-
Bed & Breakfast Home	303.5	10	6	1.2	6	10.7	60	-	4	-	-
Community Garden	303.5	10	6	1.2	6	-	-	-	-	-	-
Family Child Care Home	303.5	10	6	1.2	6	10.7	60	-	13	-	-
Group Family Child Care Home	303.5	10	6	1.2	6	10.7	60	-	13	-	-
Home Based Business	303.5	10	6	1.2	6	10.7	60	-	2	-	-
One Unit Dwelling	303.5	10	6	1.2	6	10.7	60	-	2	-	-
Private Care Home	303.5	10	6	1.2	6	10.7	60	-	2	-	-
Private Day Care Home	303.5	10	6	1.2	6	10.7	60	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Two Unit Dwelling ⁵	450	14	6	1.2	6	10.7	50	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Development Officer											
Dwelling Group	303.5	10	6	6	6	10.7	-	35	3	20	-
Discretionary Uses – Council											
Child Care Centre	303.5	10	6	1.2	6	10.7	60	-	13	-	-
Custodial Care Facility	303.5	10	6	1.2	6	10.7	60	-	5	-	-

R2 – SMALL LOT RESIDENTIAL

	Minimum Development Standards								Parking Standards ⁴		
	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 ⁶ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Excavating, Stripping and Grading ³	303.5	10	-	-	-	-	-	-	-	-	-
Multi-Unit Dwelling	303.5	10	6	3	6	10.7	-	35	3	20	1
Place of Worship	303.5	10	6	1.2	6	10.7	60	-	9	-	-
Protective & Emergency Services	303.5	10	6	1.2	6	10.7	60	-	6	-	-
Residential Care Facility	303.5	10	6	3	6	10.7	60	-	5	-	-
Residential Care Home	303.5	10	6	1.2	6	10.7	60	-	5	-	-
Residential Day Care Facility	303.5	10	6	1.2	6	10.7	60	-	19	-	-
Residential Day Care Home	303.5	10	6	1.2	6	10.7	60	-	13	-	-

Notes on Development Standards for the table above (R2 – Small Lot Residential):

- 1 The regulations in Section 4.2 and Section 6.1.1 of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 Two Unit Dwellings that are subdivided along the common wall shall have a minimum lot width of 7 metres and a minimum lot area of 200 square metres.
- 6 The regulations in Section 4.6 and Section 6.1.17 of this Bylaw shall apply.

Subsection 6.4.2

R3 – MEDIUM DENSITY RESIDENTIAL											
	Minimum Development Standards								Parking Standards ³		
	Site Area (m ²)	Site Width (m)	Front Yard ⁵ (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area ⁷ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	303.5	10	-	-	-	3	- ²	-	-	-	-
Bed & Breakfast Home	303.5	10	6	1.2	6	10.7	50	-	4	-	-
Community Garden	303.5	10	6	1.2	6	-	-	-	-	-	-
Family Child Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Group Family Child Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Home Based Business	303.5	10	6	1.2	6	10.7	50	-	2	-	-
One Unit Dwelling	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Private Care Home	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Private Day Care Home	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Two Unit Dwelling ⁶	450	14	6	1.2	6	10.7	50	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Development Officer											
Boarding House	303.5	10	6	1.2	6	10.7	50	-	4	-	-
Dwelling Group	303.5	10	6	6	6	10.7	-	35	3	20	-
Multi-Unit Dwelling	303.5	10	6	- ⁸	6	10.7	-	35	3	20	1

R3 – MEDIUM DENSITY RESIDENTIAL

	Minimum Development Standards								Parking Standards ³		
	Site Area (m ²)	Site Width (m)	Front Yard ⁵ (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area ⁷ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Discretionary Uses – Council											
Child Care Centre	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Custodial Care Facility	303.5	10	6	1.2	6	10.7	50	-	5	-	-
Excavating, Stripping and Grading ⁴	303.5	10	-	-	-	-	-	-	-	-	-
Place of Worship	303.5	10	6	2	6	10.7	50	-	9	-	-
Protective & Emergency Services	303.5	10	6	2	6	10.7	50	-	6	-	-
Residential Care Facility	303.5	10	6	3	6	10.7	50	-	5	-	-
Residential Care Home	303.5	10	6	1.2	6	10.7	50	-	5	-	-
Residential Day Care Facility	303.5	10	6	2	6	10.7	50	-	19	-	-
Residential Day Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-

Notes on Development Standards for the table above (R3 – Medium Density Residential):

- 1 The regulations in Section 4.2 and Section 6.1.1 of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.15 of this Bylaw shall apply.
- 5 A minimum front yard setback of 6 metres; except for the area legally described as Lots 15 and 16, Block 2, Plan 99PA10819 where the minimum front yard setback shall be 4 metres.
- 6 Two Unit Dwellings that are subdivided along the common wall shall have a minimum lot width of 7 metres and a minimum lot area of 200 square metres.
- 7 The regulations in Section 4.6 and Section 6.1.17 of this Bylaw shall apply.

- 8 Multi-Unit Dwellings shall have a side yard setback of 3 metres or half the height of the abutting wall, whichever is less.

Subsection 6.5.2

R4 – HIGH DENSITY RESIDENTIAL											
	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 ⁶ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	303.5	10	-	-	-	3	- ²	-	-	-	-
Bed & Breakfast Home	303.5	10	6	1.2	6	10.7	50	-	4	-	-
Community Garden	303.5	10	6	1.2	6	-	-	-	-	-	-
Family Child Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Group Family Child Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Home Based Business	303.5	10	6	1.2	6	10.7	50	-	2	-	-
One Unit Dwelling	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Private Care Home	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Private Day Care Home	303.5	10	6	1.2	6	10.7	50	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Two Unit Dwelling ⁵	450	14	6	1.2	6	10.7	50	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Development Officer											
Boarding House	303.5	10	6	1.2	6	10.7	50	-	4	-	-
Dwelling Group	303.5	10	6	6	6	10.7	-	35	3	20	-
Multi-Unit Dwelling	303.5	10	6	- ⁷	6	10.7	-	35	3	20	1

R4 – HIGH DENSITY RESIDENTIAL

	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 ⁶ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Discretionary Uses – Council											
Child Care Centre	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Courthouse	303.5	10	6	1.2	6	10.7	-	-	9 or 10	-	1
Custodial Care Facility	303.5	10	6	1.2	6	10.7	50	-	5	-	-
Excavating, Stripping and Grading ⁴	303.5	10	-	-	-	-	-	-	-	-	-
Multi-Unit High Rise Dwelling	450	15.24	6	5	7.5	30	-	35	3	20	1
Place of Worship	303.5	10	6	2	6	10.7	50	-	9	-	-
Protective & Emergency Services	303.5	10	6	2	6	10.7	50	-	6	-	-
Residential Care Facility	303.5	10	6	3	6	10.7	50	-	5	-	-
Residential Care Home	303.5	10	6	1.2	6	10.7	50	-	5	-	-
Residential Day Care Facility	303.5	10	6	2	6	10.7	50	-	19	-	-
Residential Day Care Home	303.5	10	6	1.2	6	10.7	50	-	13	-	-
Shelter	232	7.6	-	-	-	-	-	-	17	-	-

Notes on Development Standards for the table above (R4 – High Density Residential):

- 1 The regulations in Section 4.2 and Section 6.1.1 of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.15 of this Bylaw shall apply.
- 5 Two Unit Dwellings that are subdivided along the common wall shall have a minimum lot width of 7 metres and a minimum lot area of 200 square metres.
- 6 The regulations in Section 4.6 and Section 6.1.17 of this Bylaw shall apply.
- 7 Multi-Unit Dwellings shall have a side yard setback of 3 metres or half the height of the abutting wall, whichever is less.

Subsection 6.6.2

CR1 – LOW DENSITY COUNTRY RESIDENTIAL											
	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	20,000	60	-	-	-	4.88	2 ²	-	-	-	-
Bed & Breakfast Home	20,000	60	10.6	6	8	10.7	5	-	4	-	-
Community Garden	20,000	60	10.6	6	8	-	-	-	-	-	-
Family Child Care Home	20,000	60	10.6	6	8	10.7	5	-	13	-	-
Garage Suite	20,000	60	10.6	6	8	6	-	-	2	-	-
Group Family Child Care Home	20,000	60	10.6	6	8	10.7	5	-	13	-	-
Home Based Business	20,000	60	10.6	6	8	10.7	5	-	2	-	-
One Unit Dwelling	20,000	60	10.6	6	8	10.7	5	-	2	-	-
Private Care Home	20,000	60	10.6	6	8	10.7	5	-	2	-	-
Private Day Care Home	20,000	60	10.6	6	8	10.7	5	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Council											
Custodial Care Facility	20,000	60	10.6	6	8	10.7	5	-	5	-	-
Excavating, Stripping and Grading ³	20,000	60	-	-	-	-	-	-	-	-	-
Place of Worship	20,000	60	10.6	6	8	10.7	5	-	9	-	-

CR1 – LOW DENSITY COUNTRY RESIDENTIAL											
	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Protective & Emergency Services	20,000	60	10.6	6	8	10.7	5	-	6	-	-
Residential Care Facility	20,000	60	10.6	6	8	10.7	5	-	5	-	-
Residential Care Home	20,000	60	10.6	6	8	10.7	5	-	5	-	-
Residential Day Care Facility	20,000	60	10.6	6	8	10.7	5	-	19	-	-
Residential Day Care Home	20,000	60	10.6	6	8	10.7	5	-	13	-	-

Notes on Development Standards for the table above (CR1 – Low Density Country Residential):

- 1 The regulations in Section 4.2 and Section 6.1.1 of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and 6.1.17 of this Bylaw shall apply.

Subsection 6.7.2

CR2 – HIGH DENSITY COUNTRY RESIDENTIAL											
	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	2,000	35	-	-	-	4.88	5 ²	-	-	-	-
Bed & Breakfast Home	2,000	35	6	1.2	6	10.7	15	-	4	-	-
Community Garden	2,000	35	6	1.2	6	-	-	-	-	-	-
Family Child Care Home	2,000	35	6	1.2	6	10.7	15	-	13	-	-
Garage Suite	2,000	35	6	1.2	6	6	-	-	2	-	-
Group Family Child Care Home	2,000	35	6	1.2	6	10.7	15	-	13	-	-
Home Based Business	2,000	35	6	1.2	6	10.7	15	-	2	-	-
One Unit Dwelling	2,000	35	6	1.2	6	10.7	15	-	2	-	-
Private Care Home	2,000	35	6	1.2	6	10.7	15	-	2	-	-
Private Day Care Home	2,000	35	6	1.2	6	10.7	15	-	2	-	-
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Council											
Custodial Care Facility	2,000	35	6	1.2	6	10.7	15	-	5	-	-
Excavating, Stripping and Grading ³	2,000	35	-	-	-	-	-	-	-	-	-
Place of Worship	2,000	35	6	3	6	10.7	15	-	9	-	-

CR2 – HIGH DENSITY COUNTRY RESIDENTIAL											
	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Protective & Emergency Services	2,000	35	6	3	6	10.7	15	-	6	-	-
Residential Care Facility	2,000	60	6	3	6	10.7	15	-	5	-	-
Residential Care Home	2,000	35	6	1.2	6	10.7	15	-	5	-	-
Residential Day Care Facility	2,000	35	6	3	6	10.7	15	-	19	-	-
Residential Day Care Home	2,000	35	6	1.2	6	10.7	15	-	13	-	-

Notes on Development Standards for the table above (CR2 – High Density Country Residential):

- 1 The regulations in Section 4.2 and Section 6.1 (1) of this Bylaw shall apply.
- 2 For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and Section 6.1.17 of this Bylaw shall apply.

Subsection 7.2.2

C1 – DOWNTOWN COMMERCIAL											
	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	232	7.5	-	-	-	-	-	-	-	-	-
Animal Care Service	232	7.5	-	-	-	-	-	-	-	-	-
Catering Service	232	7.5	-	-	-	-	-	-	-	-	-
Commercial Service Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Drug Store	232	7.5	-	-	-	-	-	-	-	-	-
Financial Institution	232	7.5	-	-	-	-	-	-	-	-	-
Health Clinic	232	7.5	-	-	-	-	-	-	-	-	-
Health Club	232	7.5	-	-	-	-	-	-	-	-	-
Home Based Business	232	7.5	-	-	-	-	-	-	-	-	-
Office	232	7.5	-	-	-	-	-	-	-	-	-
Payday Loan	232	7.5	-	-	-	-	-	-	-	-	-
Personal Service Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Post Office	232	7.5	-	-	-	-	-	-	-	-	-
Restaurant	232	7.5	-	-	-	-	-	-	-	-	-
Retail Store	232	7.5	-	-	-	-	-	-	-	-	-
Social Club	232	7.5	-	-	-	-	-	-	-	-	-
Take-Out Food Service	232	7.5	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-

C1 – DOWNTOWN COMMERCIAL

	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Veterinary Clinic – Small Animal	232	7.5	-	-	-	-	-	-	-	-	-
Discretionary Uses – Development Officer											
Commercial Entertainment Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Food Kiosk	232	7.5	-	-	-	-	-	-	-	-	-
Funeral Home	232	7.5	-	-	-	-	-	-	-	-	-
Licensed Restaurant	232	7.5	-	-	-	-	-	-	-	-	-
Private School	232	7.5	-	-	-	-	-	-	-	-	-
Research & Development Facility	232	7.5	-	-	-	-	-	-	-	-	-
Discretionary Uses - Council											
Above Grade Dwelling	232	7.5	-	-	-	-	-	-	-	-	-
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	-	-	-
Brewing & Distilling	232	7.5	-	-	-	-	-	-	-	-	-
Business Complex	232	7.5	-	-	-	-	-	-	-	-	-
Business Group	232	7.5	-	-	-	-	-	-	-	-	-
Cannabis Retail Store	232	7.5	-	-	-	-	-	-	-	-	-
Child Care Centre	232	7.5	-	-	-	-	-	-	-	-	-
Communication Tower	232	7.5	-	-	-	46	-	-	-	-	-
Courthouse	232	7.5	-	-	-	-	-	-	-	-	-

C1 – DOWNTOWN COMMERCIAL

	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Drinking Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Excavating, Stripping and Grading ²	232	-	-	-	-	-	-	-	-	-	-
Food Bank	232	7.5	-	-	-	-	-	-	-	-	-
Gas Bar	232	7.5	-	-	-	-	-	-	-	-	-
Grocery Store	232	7.5	-	-	-	-	-	-	-	-	-
Hostel	232	7.6	-	-	-	-	-	-	-	-	-
Hotel	232	7.5	-	-	-	-	-	-	-	-	-
Licensed Commercial Entertainment Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Liquor Store	232	7.5	-	-	-	-	-	-	-	-	-
Methadone Dispensary	232	7.5	-	-	-	-	-	-	-	-	-
Multi-Unit High Rise Dwelling	232	7.5	-	-	-	-	-	35	-	-	-
Night Club	232	7.5	-	-	-	-	-	-	-	-	-
Parking at Grade	232	7.5	-	-	-	-	-	-	-	-	-
Parking Structure	232	7.5	-	-	-	-	-	-	-	-	-
Pawn Shop ³	232	7.5	-	-	-	-	-	-	-	-	-
Place of Worship	232	7.5	-	-	-	-	-	-	-	-	-
Post Secondary School	232	7.5	-	-	-	-	-	-	-	-	-
Protective & Emergency Services	232	7.5	-	-	-	-	-	-	-	-	-
Public Assembly	232	7.6	-	-	-	-	-	-	-	-	-
Residential Care Facility	232	7.5	-	-	-	-	-	-	-	-	-
Residential Day Care Facility	232	7.5	-	-	-	-	-	-	-	-	-

C1 – DOWNTOWN COMMERCIAL

	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Shelter	232	7.5	-	-	-	-	-	-	-	-	-
Shopping Centre	232	7.5	-	-	-	-	-	-	-	-	-
Theatre	232	7.5	-	-	-	-	-	-	-	-	-

Notes on Development Standards for the table above (C1 – Downtown Commercial):

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 A maximum of three (3) Pawn Shops will be permitted in this zoning district.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

Subsection 7.3.2

C2 – SMALL LOT ARTERIAL COMMERCIAL											
	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 (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	232	7.6	-	-	-	-	-	-	-	-	-
Animal Care Service	232	7.6	-	-	-	-	-	-	16	-	-
Catering Service	232	7.6	-	-	-	-	-	-	10	-	-
Commercial Service Establishment	232	7.6	-	-	-	-	-	-	6	-	1
Drug Store	232	7.6	-	-	-	-	-	-	6	-	-
Financial Institution	232	7.6	-	-	-	-	-	-	6	-	-
Health Clinic	232	7.6	-	-	-	-	-	-	11	-	-
Health Club	232	7.6	-	-	-	-	-	-	11 or 19	-	-
Home Based Business	232	7.6	-	-	-	-	-	-	2	-	-
Office	232	7.6	-	-	-	-	-	-	6	-	-
Payday Loan	232	7.6	-	-	-	-	-	-	6	-	-
Personal Service Establishment	232	7.6	-	-	-	-	-	-	6	-	-
Post Office	232	7.6	-	-	-	-	-	-	6	-	1
Restaurant	232	7.6	-	-	-	-	-	-	7	-	1
Retail Store	232	7.6	-	-	-	-	-	-	6	-	1
Social Club	232	7.6	-	-	-	-	-	-	11 or 19	-	1
Take-Out Food Service	232	7.6	-	-	-	-	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	232	7.6	-	-	-	-	-	-	6	-	-
Veterinary Clinic – Small Animal	232	7.6	-	-	-	-	-	-	6	-	1

C2 – SMALL LOT ARTERIAL COMMERCIAL

	Minimum Development Standards								Parking Standards 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 – Development Officer											
Commercial Entertainment Establishment	232	7.6	-	-	-	-	-	-	14	-	1
Food Kiosk	232	7.6	-	-	-	-	-	-	6	-	-
Funeral Home	232	7.6	-	-	-	-	-	-	9 or 13	-	1
Licensed Restaurant	232	7.6	-	-	-	-	-	-	7	-	1
Private School	232	7.6	-	-	-	-	-	-	20	-	-
Research & Development Facility	232	7.6	-	-	-	-	-	-	10	-	1
Single Vehicle Car Wash	232	7.6	-	-	-	-	-	-	18	-	1
Vehicle Sales	232	7.6	-	-	-	-	-	-	6	-	1
Vehicle Service	232	7.6	-	-	-	-	-	-	6	-	1
Discretionary Uses - Council											
Above Grade Dwelling	232	7.6	-	-	-	-	-	-	3	20	1
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	6 or 12	-	1
Brewing & Distilling	232	7.6	-	-	-	-	-	-	7 or 16	-	1
Business Complex	232	7.6	-	-	-	-	-	-	6 or 11	-	1
Business Group	232	7.6	-	-	-	-	-	-	6 or 11	-	1
Cannabis Retail Store	232	7.6	-	-	-	-	-	-	6	-	1
Child Care Centre	232	7.6	-	-	-	-	-	-	13	-	-
Communication Tower	232	7.6	-	-	-	46	-	-	-	-	-
Courthouse	232	7.6	-	-	-	-	-	-	9 or 10	-	1

C2 – SMALL LOT ARTERIAL COMMERCIAL

	Minimum Development Standards								Parking Standards 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 (#)
Drinking Establishment	232	7.6	-	-	-	-	-	-	7	-	1
Excavating, Stripping and Grading ²	232	-	-	-	-	-	-	-	-	-	-
Food Bank	232	7.6	-	-	-	-	-	-	6	-	1
Gas Bar	232	7.6	-	-	-	-	-	-	15	-	1
Grocery Store	232	7.6	-	-	-	-	-	-	11	-	1
Hostel	232	7.6	-	-	-	-	-	-	17	-	-
Hotel	232	7.6	-	-	-	-	-	-	8	-	1
Licensed Commercial Entertainment Establishment	232	7.6	-	-	-	-	-	-	14	-	1
Liquor Store	232	7.6	-	-	-	-	-	-	6	-	1
Methadone Dispensary	232	7.6	-	-	-	-	-	-	11	-	-
Multi-Unit High Rise Dwelling	232	7.6	-	-	-	-	-	35	3	20	1
Night Club	232	7.6	-	-	-	-	-	-	7	-	1
Parking at Grade	232	7.6	-	-	-	-	-	-	-	-	-
Parking Structure	232	7.6	-	-	-	-	-	-	-	-	-
Place of Worship	232	7.6	-	-	-	-	-	-	9	-	-
Post Secondary School	232	7.6	-	-	-	-	-	-	20	-	1
Protective & Emergency Services	232	7.6	-	-	-	-	-	-	6	-	-
Public Assembly	232	7.6	-	-	-	-	-	-	6 or 12	-	1
Residential Care Facility	232	7.6	-	-	-	-	-	35	5	-	-
Residential Day Care Facility	232	7.6	-	-	-	-	-	-	19	-	-
Shelter	232	7.6	-	-	-	-	-	-	17	-	-
Shopping Centre	232	7.6	-	-	-	-	-	-	14	-	1

C2 – SMALL LOT ARTERIAL COMMERCIAL											
	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 (#)
Theatre	232	7.6	-	-	-	-	-	-	12	-	1

Notes on Development Standards for the table above (C2 – Small Lot Arterial Commercial):

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

Subsection 7.4.2

C3 – LARGE LOT ARTERIAL COMMERCIAL											
	Minimum Development Standards								Parking Standards ⁴		
	Site Area (m ²)	Site Width (m)	Front Yard ² (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	300	10	-	1.5	1.5	14.3	-	-	-	-	-
Animal Care Service	300	10	7.5	6	3	14.3	65	-	16	-	-
Catering Service	300	10	7.5	6	3	14.3	65	-	10	-	1
Commercial Service Establishment	300	10	7.5	6	3	14.3	65	-	6	-	-1
Drug Store	300	10	7.5	6	3	14.3	65	-	6	-	-
Financial Institution	300	10	7.5	6	3	14.3	65	-	6	-	-
Health Clinic	300	10	7.5	6	3	14.3	65	-	11	-	-
Health Club	300	10	7.5	6	3	14.3	65	-	11 or 19	-	-
Home Based Business	300	10	7.5	6	3	14.3	65	-	2	-	-
Office	300	10	7.5	6	3	14.3	65	-	6	-	-
Payday Loan	300	10	7.5	6	3	14.3	65	-	6	-	-
Personal Service Establishment	300	10	7.5	6	3	14.3	65	-	6	-	-
Post Office	300	10	7.5	6	3	14.3	65	-	6	-	1
Restaurant	300	10	7.5	6	3	14.3	65	-	7	-	1
Retail Store	300	10	7.5	6	3	14.3	65	-	6	-	1
Shipping Container ¹	300	10	-	-	-	3	-	-	-	-	-
Single Vehicle Car Wash	300	10	7.5	6	3	14.3	65	-	18	-	1

C3 – LARGE LOT ARTERIAL COMMERCIAL

	Minimum Development Standards								Parking Standards ⁴		
	Site Area (m ²)	Site Width (m)	Front Yard ² (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Social Club	300	10	7.5	6	3	14.3	65	-	11 or 19	-	1
Take-Out Food Service	300	10	7.5	6	3	14.3	65	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	300	10	7.5	6	3	14.3	65	-	6	-	-
Veterinary Clinic – Small Animal	300	10	7.5	6	3	14.3	65	-	6	-	-
Discretionary Uses – Development Officer											
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	6 or 12	-	1
Commercial Entertainment Establishment	300	10	7.5	6	3	14.3	65	-	14	-	1
Fleet Service	300	10	7.5	6	3	14.3	65	-	16	-	1
Food Kiosk	300	10	7.5	6	3	14.3	65	-	6	-	-
Funeral Home	300	10	7.5	6	3	14.3	65	-	9 or 13	-	1
Garden Center	300	10	7.5	6	3	14.3	65	-	6	-	1
Gas Bar	300	10	7.5	6	3	14.3	65	-	15	-	1
Grocery Store	300	10	7.5	6	3	14.3	65	-	11	-	1
Licensed Restaurant	300	10	7.5	6	3	14.3	65	-	7	-	1
Private School	300	10	7.5	6	3	14.3	65	-	20	-	-
Research & Development Facility	300	10	7.5	6	3	14.3	65	-	10	-	1

C3 – LARGE LOT ARTERIAL COMMERCIAL

	Minimum Development Standards								Parking Standards ⁴		
	Site Area (m ²)	Site Width (m)	Front Yard ² (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Vehicle Sales	300	10	7.5	6	3	14.3	65	-	6	-	1
Vehicle Service	300	10	7.5	6	3	14.3	65	-	6	-	1
Discretionary Uses – Council											
Above Grade Dwelling	300	10	7.5	6	3	14.3	65	-	3	20	1
Bingo Hall	300	10	7.5	6	3	14.3	65	-	12	-	1
Brewing & Distilling	300	10	7.5	6	3	14.3	65	-	7 or 16	-	1
Building Supplies & Products	300	10	7.5	6	3	14.3	65	-	6 or 16	-	1
Business Complex	300	10	7.5	6	3	14.3	65	-	6 or 11	-	1
Business Group	300	10	7.5	6	3	14.3	65	-	6 or 11	-	1
Cannabis Retail Store	300	10	7.5	6	3	14.3	65	-	6	-	1
Child Care Centre	300	10	7.5	6	3	14.3	65	-	13	-	-
Communication Tower	300	10	7.5	6	3	-	65	-	-	-	-
Drinking Establishment	300	10	7.5	6	3	14.3	65	-	7	-	1
Excavating, Stripping and Grading ³	300	-	-	-	-	-	-	-	-	-	-
Food Bank	300	10	7.5	6	3	14.3	65	-	6	-	1
Hotel	300	10	7.5	6	3	14.3	65	-	8	-	1
Licensed Commercial Entertainment Establishment	300	10	7.5	6	3	14.3	65	-	14	-	1
Liquor Store	300	10	7.5	6	3	14.3	65	-	6	-	1

C3 – LARGE LOT ARTERIAL COMMERCIAL											
	Minimum Development Standards								Parking Standards ⁴		
	Site Area (m ²)	Site Width (m)	Front Yard ² (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Methadone Dispensary	300	10	7.5	6	3	14.3	65	-	11	-	-
Motel	300	10	7.5	6	3	14.3	65	-	8	-	1
Multi-Vehicle Car Wash	300	10	7.5	6	3	14.3	65	-	18	-	1
Night Club	300	10	7.5	6	3	14.3	65	-	7	-	1
Parking at Grade	300	10	7.5	6	3	14.3	65	-	-	-	-
Parking Structure	300	10	7.5	6	3	14.3	65	-	-	-	-
Place of Worship	300	10	7.5	6	3	22	65	-	9	-	-
Post Secondary School	300	10	7.5	6	3	14.3	65	-	20	-	1
Protective & Emergency Services	300	10	7.5	6	3	14.3	65	-	6	-	-
Public Assembly	300	10	7.5	6	3	14.3	65	-	6 or 12	-	1
Residential Care Facility	300	10	7.5	6	3	14.3	65	-	5	-	-
Residential Day Care Facility	300	10	7.5	6	3	14.3	65	-	19	-	-
Shopping Centre	300	10	7.5	6	3	14.3	65	-	14	-	1
Theatre	300	10	7.5	6	3	14.3	65	-	12	-	1

Notes on Development Standards for the table above (C3 – Large Lot Arterial Commercial):

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The minimum front yard setback shall be 0.5 metres for the lands abutting 15th Street East between 6th Avenue and 10th Avenue East, legally described as Parcel S3, Plan 101954583, Ext. 1 and Parcel S1, Plan 101841881 Ext. 0.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.

⁵ The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

Subsection 7.5.2

C4 – HIGHWAY COMMERCIAL											
	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 (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	1,260	21	-	1.5	1.5	14.3	-	-	-	-	-
Animal Care Service	1,260	21	7.5	6	3	14.3	35	-	16	-	-
Catering Service	1,260	21	7.5	6	3	14.3	35	-	10	-	-
Commercial Service Establishment	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Drug Store	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Financial Institution	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Health Clinic	1,260	21	7.5	6	3	14.3	35	-	11	-	-
Health Club	1,260	21	7.5	6	3	14.3	35	-	11 or 19	-	-
Home Based Business	1,260	21	7.5	6	3	14.3	35	-	2	-	-
Office	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Payday Loan	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Personal Service Establishment	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Post Office	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Restaurant	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Retail Store	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Shipping Container ¹	1,260	21	-	-	-	3	-	-	-	-	-
Single Vehicle Car Wash	1,260	21	7.5	6	3	14.3	35	-	18	-	1

C4 – HIGHWAY COMMERCIAL

	Minimum Development Standards								Parking Standards 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 (#)
Social Club	1,260	21	7.5	6	3	14.3	35	-	11 or 19	-	1
Take-Out Food Service	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Veterinary Clinic – Small Animal	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Discretionary Uses – Development Officer											
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	6 or 12	-	1
Commercial Entertainment Establishment	1,260	21	7.5	6	3	14.3	35	-	14	-	1
Fleet Service	1,260	21	7.5	6	3	14.3	35	-	16	-	1
Food Kiosk	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Funeral Home	1,260	21	7.5	6	3	14.3	35	-	9 or 13	-	1
Garden Center	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Gas Bar	1,260	21	7.5	6	3	14.3	35	-	15	-	1
Grocery Store	1,260	21	7.5	6	3	14.3	35	-	11	-	1
Licensed Restaurant	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Private School	1,260	21	7.5	6	3	14.3	35	-	20	-	-
Research & Development Facility	1,260	21	7.5	6	3	14.3	35	-	10	-	1
Vehicle Sales	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Vehicle Service	1,260	21	7.5	6	3	14.3	35	-	6	-	1

C4 – HIGHWAY COMMERCIAL

	Minimum Development Standards								Parking Standards 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											
Above Grade Dwelling	1,260	21	7.5	6	3	14.3	35	-	3	20	1
Bingo Hall	1,260	21	7.5	6	3	14.3	35	-	12	-	1
Brewing & Distilling	1,260	21	7.5	6	3	14.3	35	-	7 or 16	-	1
Building Supplies & Products	1,260	21	7.5	6	3	14.3	35	-	6 or 16	-	1
Business Complex	1,260	21	7.5	6	3	14.3	35	-	6 or 11	-	1
Business Group	1,260	21	7.5	6	3	14.3	35	-	6 or 11	-	1
Cannabis Retail Store	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Cardlock	1,260	21	7.5	6	3	14.3	35	-	15	-	1
Child Care Centre	1,260	21	7.5	6	3	14.3	35	-	13	-	-
Communication Tower	1,260	21	7.5	6	3	-	35	-	-	-	-
Drinking Establishment	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Excavating, Stripping and Grading ²	1,260	-	-	-	-	-	-	-	-	-	-
Food Bank	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Hotel	1,260	21	7.5	6	3	14.3	35	-	8	-	1
Large Vehicle Wash	1,260	21	7.5	6	3	14.3	35	-	18	-	1
Licensed Commercial Entertainment Establishment	1,260	21	7.5	6	3	14.3	35	-	14	-	1
Liquor Store	1,260	21	7.5	6	3	14.3	35	-	6	-	1

C4 – HIGHWAY COMMERCIAL

	Minimum Development Standards								Parking Standards 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 (#)
Methadone Dispensary	1,260	21	7.5	6	3	14.3	35	-	11	-	-
Motel	1,260	21	7.5	6	3	14.3	35	-	8	-	1
Multi-Vehicle Car Wash	1,260	21	7.5	6	3	14.3	35	-	18	-	1
Night Club	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Parking at Grade	1,260	21	7.5	6	3	14.3	35	-	-	-	-
Parking Structure	1,260	21	7.5	6	3	14.3	35	-	-	-	-
Place of Worship	1,260	21	7.5	6	3	22	35	-	9	-	-
Post Secondary School	1,260	21	7.5	6	3	14.3	35	-	20	-	1
Protective & Emergency Services	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Public Assembly	1,260	21	7.5	6	3	14.3	35	-	6 or 12	-	1
Residential Care Facility	1,260	21	7.5	6	3	14.3	35	-	5	-	-
Residential Day Care Facility	1,260	21	7.5	6	3	14.3	35	-	19	-	-
Shopping Centre	1,260	21	7.5	6	3	14.3	35	-	14	-	1
Theatre	1,260	21	7.5	6	3	14.3	35	-	12	-	1

Notes on Development Standards for the table above (C4 – Highway Commercial):

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

Subsection 7.6.2

CMU – COMMERCIAL MIXED USE											
	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 (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	280	7.5	-	1.5	1.5	3	-	-	-	-	-
Catering Service	280	7.5	6	2	3	14.3	65	-	10	-	1
Commercial Service Establishment	280	7.5	6	2	3	14.3	65	-	6	-	1
Drug Store	280	7.5	6	2	3	14.3	65	-	6	-	-
Financial Institution	280	7.5	6	2	3	14.3	65	-	6	-	-
Health Clinic	280	7.5	6	2	3	14.3	65	-	11	-	-
Home Based Business	280	7.5	6	2	3	14.3	65	-	2	-	-
Office	280	7.5	6	2	3	14.3	65	-	6	-	-
Personal Service Establishment	280	7.5	6	2	3	14.3	65	-	6	-	-
Post Office	280	7.5	6	2	3	14.3	65	-	6	-	1
Restaurant	280	7.5	6	2	3	14.3	65	-	7	-	1
Retail Store	280	7.5	6	2	3	14.3	65	-	6	-	1
Single Vehicle Car Wash	280	7.5	6	2	3	14.3	65	-	18	-	1
Social Club	280	7.5	6	2	3	14.3	65	-	11 or 19	-	1
Take-Out Food Service	280	7.5	6	2	3	14.3	65	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Veterinary Clinic – Small Animal	280	7.5	6	2	3	14.3	65	-	6	-	-
Discretionary Uses –											

CMU – COMMERCIAL MIXED USE

	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 (#)
Development Officer											
Animal Care Service	280	7.5	6	2	3	14.3	65	-	16	-	-
Food Kiosk	280	7.5	6	2	3	14.3	65	-	6	-	-
Gas Bar	280	7.5	6	2	3	14.3	65	-	15	-	1
Health Club	280	7.5	6	2	3	14.3	65	-	11 or 19	-	-
Private School	280	7.5	6	2	3	14.3	65	-	20	-	-
Discretionary Uses – Council											
Above Grade Dwelling	280	7.5	6	2	3	14.3	65	-	3	20	1
Brewing & Distilling	280	7.5	6	2	3	14.3	65	-	7 or 16	-	1
Business Complex	280	7.5	6	2	3	14.3	65	-	6 or 11	-	1
Business Group	280	7.5	6	2	3	14.3	65	-	6 or 11	-	1
Child Care Centre	280	7.5	6	2	3	14.3	65	-	13	-	-
Commercial Entertainment Establishment	280	7.5	6	2	3	14.3	65	-	14	-	1
Drinking Establishment	280	7.5	6	2	3	14.3	65	-	7	-	1
Excavating, Stripping and Grading ²	280	-	-	-	-	-	-	-	-	-	-
Food Bank	280	7.5	6	2	3	14.3	65	-	6	-	1
Funeral Home	280	7.5	6	2	3	14.3	65	-	9 or 13	-	1
Grocery Store	280	7.5	6	2	3	14.3	65	-	11	-	1
Hostel	280	7.5	6	2	3	14.3	65	-	17	-	-
Licensed Commercial	280	7.5	6	2	3	14.3	65	-	14	-	1

CMU – COMMERCIAL MIXED USE

	Minimum Development Standards								Parking Standards 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 (#)
Entertainment Establishment											
Licensed Restaurant	280	7.5	6	2	3	14.3	65	-	7	-	1
Liquor Store	280	7.5	6	2	3	14.3	65	-	6	-	1
Multi-Unit High Rise Dwelling	280	7.5	6	5	7.5	46	-	35	3	20	1
Multi-Vehicle Car Wash	280	7.5	6	2	3	14.3	65	-	18	-	1
Place of Worship	280	7.5	6	2	3	14.3	65	-	9	-	-
Post Secondary School	280	7.5	6	2	3	14.3	65	-	20	-	1
Protective & Emergency Services	280	7.5	6	2	3	14.3	65	-	6	-	-
Public Assembly	280	7.5	6	2	3	14.3	65	-	6 or 12	-	1
Residential Care Facility	280	7.5	6	3	6	14.3	65	-	5	-	-
Residential Day Care Facility	280	7.5	6	2	3	14.3	65	-	19	-	-
Shelter	280	7.5	6	2	3	14.3	65	-	17	-	-

Notes on Development Standards for the table above (CMU – Commercial Mixed Use):

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

Subsection 7.7.2

RMU – RESIDENTIAL MIXED USE											
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	280	7.5	-	-	-	3	15	-	-	-	-
Bed & Breakfast Home	280	7.5	6	2	3	10.7	50	-	4	-	-
Catering Service	280	7.5	6	2	3	10.7	65	-	10	-	1
Commercial Service Establishment	280	7.5	6	2	3	10.7	65	-	6	-	1
Drug Store	280	7.5	6	2	3	10.7	65	-	6	-	-
Family Child Care Home	280	7.5	6	2	3	10.7	50	-	13	-	-
Group Family Child Care Home	280	7.5	6	2	3	10.7	50	-	13	-	-
Health Clinic	280	7.5	6	2	3	10.7	65	-	11	-	-
Home Based Business	280	7.5	6	2	3	10.7	50	-	2	-	-
Office	280	7.5	6	2	3	10.7	65	-	6	-	-
One Unit Dwelling	280	7.5	6	1.2	3	10.7	50	-	2	-	-
Personal Service Establishment	280	7.5	6	2	3	10.7	65	-	6	-	-
Post Office	280	7.5	6	2	3	10.7	65	-	6	-	1
Private Care Home	280	7.5	6	2	3	10.7	50	-	2	-	-
Private Day Care Home	280	7.5	6	2	3	10.7	50	-	2	-	-

RMU – RESIDENTIAL MIXED USE

	Minimum Development Standards								Parking Standards 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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Restaurant	280	7.5	6	2	3	10.7	65	-	7	-	1
Retail Store	280	7.5	6	2	3	10.7	65	-	6	-	1
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Social Club	280	7.5	6	2	3	10.7	65	-	11 or 19	-	1
Take-Out Food Service	280	7.5	6	2	3	10.7	65	-	6	-	1
Two Unit Dwelling ⁴	450	14	6	1.2	3	10.7	50	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Veterinary Clinic – Small Animal	280	7.5	6	2	3	10.7	65	-	6	-	-
Discretionary Uses – Development Officer											
Boarding House	280	7.5	6	2	3	10.7	50	-	4	-	-
Food Kiosk	280	7.5	6	2	3	10.7	65	-	6	-	-
Health Club	280	7.5	6	2	3	10.7	65	-	11 or 19	-	-
Private School	280	7.5	6	2	3	10.7	65	-	20	-	-
Discretionary Uses – Council											
Above Grade Dwelling	280	7.5	6	2	3	10.7	-	-	3	20	1
Business Complex	280	7.5	6	2	3	10.7	65	-	6 or 11	-	1
Child Care Centre	280	7.5	6	2	3	10.7	65	-	13	-	-

RMU – RESIDENTIAL MIXED USE

	Minimum Development Standards								Parking Standards 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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Commercial Entertainment Establishment	280	7.5	6	2	3	10.7	65	-	14	-	1
Excavating, Stripping and Grading ²	280	-	-	-	-	-	-	-	-	-	-
Food Bank	280	7.5	6	2	3	10.7	65	-	6	-	1
Funeral Home	280	7.5	6	2	3	10.7	65	-	9 or 13	-	1
Grocery Store	280	7.5	6	2	3	10.7	65	-	11	-	1
Hostel	280	7.5	6	2	3	10.7	65	-	17	-	-
Licensed Restaurant	280	7.5	6	2	3	10.7	65	-	7	-	1
Multi-Unit Dwelling	280	7.5	6	3	6	10.7	-	35	3	20	1
Multi-Unit High Rise Dwelling	280	7.5	6	5	7.5	46	-	35	3	20	1
Parking at Grade	280	7.5	6	2	3	10.7	-	-	-	-	-
Place of Worship	280	7.5	6	2	3	10.7	65	-	9	-	-
Post Secondary School	280	7.5	6	2	3	14.3	65	-	20	-	1
Protective & Emergency Services	280	7.5	6	2	3	10.7	65	-	6	-	-
Public Assembly	280	7.5	6	2	3	10.7	65	-	6 or 12	-	1
Residential Care Facility	280	7.5	6	3	6	14.3	65	-	5	-	-
Residential Care Home	280	7.5	6	2	3	10.7	50	-	5	-	-
Residential Day Care Facility	280	7.5	6	2	3	10.7	65	-	19	-	-

RMU – RESIDENTIAL MIXED USE

	Minimum Development Standards								Parking Standards 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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Residential Day Care Home	280	7.5	6	2	3	10.7	50	-	13	-	-
Shelter	280	7.5	6	2	3	10.7	65	-	17	-	-

Notes on Development Standards for the table above (RMU – Residential Mixed Use):

- 1 The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 Two Unit Dwellings that are subdivided along a common wall shall have a minimum lot width of 7 metres and a minimum lot area of 200 square metres.
- 5 The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

Subsection 8.2.2

M1 – HEAVY INDUSTRIAL											
	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 (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	1,260	21	-	1.5	1.5	14.3	-	-	-	-	-
Aircraft Assembly & Service	1,260	21	7.5	6	7.5	14.3	-	-	16	-	-
Animal Care Service	1,260	21	7.5	6	7.5	14.3	-	-	16	-	-
Brewing & Distilling	1,260	21	7.5	6	7.5	14.3	-	-	7 or 16	-	1
Commercial Entertainment Establishment	1,260	21	7.5	6	7.5	14.3	-	-	14	-	1
Commercial Service Establishment	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Garden Centre	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Health Club	1,260	21	7.5	6	7.5	14.3	-	-	11 or 19	-	-
Industrial Equipment Sales & Service	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Industrial Service Establishment	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Manufacturing, Processing & Assembly	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Office	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Restaurant	1,260	21	7.5	6	7.5	14.3	-	-	7	-	1
Retail Store	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Shipping Container ¹	1,260	21	-	1.5	1.5	3	-	-	-	-	-
Single Vehicle Car Wash	1,260	21	7.5	6	7.5	14.3	-	-	18	-	-
Storage Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1

M1 – HEAVY INDUSTRIAL

	Minimum Development Standards								Parking Standards 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 (#)
Storage Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	-
Take-Out Food Service	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Veterinary Clinic – Small Animal	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Warehouse & Wholesale	1,260	21	7.5	6	7.5	14.3	-	-	6 or 10	-	1
Discretionary Uses – Development Officer											
Aquaculture Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Building Supplies & Products	1,260	21	7.5	6	7.5	14.3	-	-	6 or 16	-	1
Fleet Service	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Food Kiosk	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Gas Bar	1,260	21	7.5	6	7.5	14.3	-	-	15	-	1
Kennel	1,260	21	7.5	6	7.5	14.3	-	-	16	-	-
Large Vehicle Wash	1,260	21	7.5	6	7.5	14.3	-	-	18	-	1
Licensed Restaurant	1,260	21	7.5	6	7.5	14.3	-	-	7	-	1
Multi-Vehicle Car Wash	1,260	21	7.5	6	7.5	14.3	-	-	18	-	1
Parking at Grade	1,260	21	7.5	6	7.5	-	-	-	-	-	-
Recycling Depot	1,260	21	7.5	6	7.5	14.3	-	-	6 or 10	-	1
Research & Development Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Vehicle Sales	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-

M1 – HEAVY INDUSTRIAL

	Minimum Development Standards								Parking Standards 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 (#)
Vehicle Service	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Veterinary Clinic – Large Animal	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Discretionary Uses – Council											
Animal Shelter	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Asphalt, Aggregate & Concrete Plant	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Auto Wrecking & Salvage Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Bulk Fuel	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Business Complex	1,260	21	7.5	6	7.5	14.3	-	-	6 or 11	-	1
Business Group	1,260	21	7.5	6	7.5	14.3	-	-	6 or 11	-	1
Cannabis Production Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Cannabis Wholesale	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Cardlock	1,260	21	7.5	6	7.5	14.3	-	-	15	-	1
Communication Tower	1,260	21	7.5	6	7.5	45	-	-	-	-	-
Correctional Institution & Related Facilities	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Crematorium	1,260	21	7.5	6	7.5	14.3	-	-	9 or 13	-	1
Excavating, Stripping and Grading ²	1,260	-	-	6	7.5	-	-	-	-	-	-
Fuel Production Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Licensed Commercial Entertainment Establishment	1,260	21	7.5	6	7.5	14.3	-	-	14	-	1

M1 – HEAVY INDUSTRIAL

	Minimum Development Standards								Parking Standards 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 (#)
Manufacturing, Processing & Assembly – Dangerous Goods	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Post Secondary School	1,260	21	7.5	6	7.5	14.3	-	-	20	-	1
Protective & Emergency Services	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Pulp & Paper Mill	1,260	21	7.5	6	7.5	-	-	-	10	-	1
Rail Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Sand & Gravel Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	-
Veterinary Hospital	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1

Notes on Development Standards for the table above (M1 – Heavy Industrial):

- 1 The regulations in Section 4.2 and Section 8.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.

Subsection 8.3.2

M2 – SMALL LOT LIGHT INDUSTRIAL											
	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 (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	300	10	-	1.5	1.5	10.7	-	-	-	-	-
Animal Care Service	300	10	-	-	3	10.7	-	-	16	-	-
Brewing & Distilling	300	10	-	-	3	10.7	-	-	7 or 16	-	1
Commercial Entertainment Establishment	300	10	-	-	3	10.7	-	-	14	-	1
Commercial Service Establishment	300	10	-	-	3	10.7	-	-	6	-	1
Community Garden	300	10	-	-	3	-	-	-	-	-	-
Financial Institution	300	10	-	-	3	10.7	-	-	6	-	-
Health Club	300	10	-	-	3	10.7	-	-	11 or 19	-	-
Industrial Service Establishment	300	10	-	-	3	10.7	-	-	16	-	1
Office	300	10	-	-	3	10.7	-	-	6	-	1
Post Office	300	10	-	-	3	10.7	-	-	6	-	1
Restaurant	300	10	-	-	3	10.7	-	-	7	-	1
Retail Store	300	10	-	-	3	10.7	-	-	6	-	1
Shipping Container ¹	300	10	-	1.5	1.5	3	-	-	-	-	-
Single Vehicle Car Wash	300	10	-	-	3	10.7	-	-	18	-	-
Social Club	300	10	-	-	3	10.7	-	-	11 or 19	-	1
Storage Facility	300	10	-	-	3	10.7	-	-	10	-	1

M2 – SMALL LOT LIGHT INDUSTRIAL

	Minimum Development Standards								Parking Standards 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 (#)
Take-Out Food Service	300	10	-	-	3	10.7	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	300	10	-	-	3	10.7	-	-	6	-	-
Veterinary Clinic – Small Animal	300	10	-	-	3	10.7	-	-	6	-	-
Warehouse & Wholesale	300	10	-	-	3	10.7	-	-	6 or 10	-	1
Discretionary Uses – Development Officer											
Building Supplies & Products	300	10	-	-	3	10.7	-	-	6 or 16	-	1
Food Kiosk	300	10	-	-	3	10.7	-	-	6	-	-
Garden Center	300	10	-	-	3	10.7	-	-	6	-	1
Gas Bar	300	10	-	-	3	10.7	-	-	15	-	1
Large Vehicle Wash	300	10	-	-	3	10.7	-	-	18	-	1
Licensed Restaurant	300	10	-	-	3	10.7	-	-	7	-	1
Manufacturing, Processing & Assembly	300	10	-	-	3	10.7	-	-	16	-	1
Multi-Vehicle Car Wash	300	10	-	-	3	10.7	-	-	18	-	1
Parking at Grade	300	10	-	-	3	10.7	-	-	-	-	-
Recycling Depot	300	10	-	-	3	10.7	-	-	6 or 10	-	1
Research & Development Facility	300	10	-	-	3	10.7	-	-	10	-	1
Storage Yard	300	10	-	-	3	10.7	-	-	10	-	-
Vehicle Sales	300	10	-	-	3	10.7	-	-	6	-	-

M2 – SMALL LOT LIGHT INDUSTRIAL

	Minimum Development Standards								Parking Standards 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 (#)
Vehicle Service	300	10	-	-	3	10.7	-	-	6	-	1
Veterinary Clinic – Large Animal	300	10	-	-	3	10.7	-	-	6	-	1
Discretionary Uses – Council											
Business Complex	300	10	-	-	3	10.7	-	-	6 or 11	-	1
Business Group	300	10	-	-	3	10.7	-	-	6 or 11	-	1
Cardlock	300	10	-	-	3	10.7	-	-	15	-	1
Communication Tower	300	10	-	-	3	45	-	-	-	-	-
Excavating, Stripping and Grading ²	300	-	-	-	-	-	-	-	-	-	-
Licensed Commercial Entertainment Establishment	300	10	-	-	3	10.7	-	-	14	-	1
Personal Service Establishment	300	10	-	-	3	10.7	-	-	6	-	1
Private School	300	10	-	-	3	10.7	-	-	20	-	-
Protective & Emergency Services	300	10	-	-	3	10.7	-	-	6	-	-
Rail Yard	300	10	-	-	3	10.7	-	-	10	-	1

Notes on Development Standards for the table above (M2 – Small Lot Light Industrial):

- 1 The regulations in Section 4.2 and Section 8.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.

Subsection 8.4.2

M3 – LARGE LOT LIGHT INDUSTRIAL											
	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 (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	1,260	22	-	1.5	1.5	14.3	-	-	-	-	-
Animal Care Service	1,260	22	7.5	6	7.5	14.3	-	-	16	-	-
Brewing & Distilling	1,260	22	7.5	6	7.5	14.3	-	-	7 or 16	-	1
Commercial Entertainment Establishment	1,260	22	7.5	6	7.5	14.3	-	-	14	-	1
Commercial Service Establishment	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Garden Center	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Health Club	1,260	22	7.5	6	7.5	14.3	-	-	11 or 19	-	-
Industrial Service Establishment	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1
Office	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Post Office	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Restaurant	1,260	22	7.5	6	7.5	14.3	-	-	7	-	1
Retail Store	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Shipping Container ¹	1,260	22	-	1.5	1.5	3	-	-		-	-
Single Vehicle Car Wash	1,260	22	7.5	6	7.5	14.3	-	-	18	-	-
Social Club	1,260	22	7.5	6	7.5	14.3	-	-	11 or 19	-	1
Storage Facility	1,260	22	7.5	6	7.5	14.3	-	-	10	-	1

M3 – LARGE LOT LIGHT INDUSTRIAL

	Minimum Development Standards								Parking Standards 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 (#)
Take-Out Food Service	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Veterinary Clinic – Small Animal	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Warehouse & Wholesale	1,260	22	7.5	6	7.5	14.3	-	-	6 or 10	-	1
Discretionary Uses – Development Officer											
Building Supplies & Products	1,260	22	7.5	6	7.5	14.3	-	-	6 or 16	-	1
Fleet Service	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1
Food Kiosk	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Gas Bar	1,260	22	7.5	6	7.5	14.3	-	-	15	-	1
Kennel	1,260	22	7.5	6	7.5	14.3	-	-	16	-	-
Large Vehicle Wash	1,260	22	7.5	6	7.5	14.3	-	-	18	-	1
Licensed Restaurant	1,260	22	7.5	6	7.5	14.3	-	-	7	-	1
Manufacturing, Processing & Assembly	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1
Multi-Vehicle Car Wash	1,260	22	7.5	6	7.5	14.3	-	-	18	-	1
Parking at Grade	1,260	22	7.5	6	7.5	14.3	-	-	-	-	-
Recycling Depot	1,260	22	7.5	6	7.5	14.3	-	-	6 or 10	-	1
Research & Development Facility	1,260	22	7.5	6	7.5	14.3	-	-	10	-	1

M3 – LARGE LOT LIGHT INDUSTRIAL

	Minimum Development Standards								Parking Standards 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 (#)
Storage Yard	1,260	22	7.5	6	7.5	14.3	-	-	10	-	-
Vehicle Sales	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Vehicle Service	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Veterinary Clinic – Large Animal	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Discretionary Uses – Council											
Animal Shelter	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1
Business Complex	1,260	22	7.5	6	7.5	14.3	-	-	6 or 11	-	1
Business Group	1,260	22	7.5	6	7.5	14.3	-	-	6 or 11	-	1
Cardlock	1,260	22	7.5	6	7.5	14.3	-	-	15	-	1
Casino	1,260	22	7.5	6	7.5	14.3	-	-	12	-	1
Communication Tower	1,260	22	7.5	6	7.5	45	-	-	-	-	-
Excavating, Stripping and Grading ²	1,260	-	-	-	-	-	-	-	-	-	-
Licensed Commercial Entertainment Establishment	1,260	22	7.5	6	7.5	14.3	-	-	14	-	1
Night Club	1,260	22	7.5	6	7.5	14.3	-	-	7	-	1
Personal Service Establishment	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Place of Worship	1,260	22	7.5	6	7.5	14.3	-	-	9	-	1
Post Secondary School	1,260	22	7.5	6	7.5	14.3	-	-	20	-	1
Private School	1,260	22	7.5	6	7.5	14.3	-	-	20	-	-
Protective & Emergency Services	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-

Notes on Development Standards for the table above (M3 – Large Lot Light Industrial):

- 1 The regulations in Section 4.2 and Section 8.1.1 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.

Subsection 8.5.2

M4 – AIRPORT INDUSTRIAL

	Minimum Development Standards								Parking Standards 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 (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	1,260	21	-	1.5	1.5	14.3	-	-	-	-	-
Aircraft Sales, Charters, Rentals & Service	1,260	21	7.5	3	3	14.3	-	-	6	-	-
Brewing & Distilling	1,260	21	7.5	3	3	14.3	-	-	7 or 16	-	1
Commercial Entertainment Establishment	1,260	21	7.5	3	3	14.3	-	-	14	-	1
Commercial Service Establishment	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Food Kiosk	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Garden Center	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Industrial Service Establishment	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Office	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Post Office	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Restaurant	1,260	21	7.5	3	3	14.3	-	-	7	-	1
Retail Store	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Shipping Container ¹	1,260	21	-	1.5	1.5	3	-	-	-	-	-
Single Vehicle Car Wash	1,260	21	7.5	3	3	14.3	-	-	18	-	-
Storage Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Take-Out Food Service	1,260	21	7.5	3	3	14.3	-	-	6	-	1

M4 – AIRPORT INDUSTRIAL

	Minimum Development Standards								Parking Standards 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 (#)
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	21	7.5	3	3	14.3	-	-	6	-	-
Warehouse & Wholesale	1,260	21	7.5	3	3	14.3	-	-	6 or 10	-	1
Discretionary Uses - Development Officer											
Aircraft Assembly & Service	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Aquaculture Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Fleet Service	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Gas Bar	1,260	21	7.5	3	3	14.3	-	-	15	-	1
Industrial Equipment Sales & Service	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Large Vehicle Wash	1,260	21	7.5	3	3	14.3	-	-	18	-	1
Licensed Restaurant	1,260	21	7.5	3	3	14.3	-	-	7	-	1
Manufacturing, Processing & Assembly	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Multi-Vehicle Car Wash	1,260	21	7.5	3	3	14.3	-	-	18	-	1
Parking at Grade	1,260	21	7.5	3	3	14.3	-	-	-	-	-
Recycling Depot	1,260	21	7.5	3	3	14.3	-	-	6 or 10	-	1
Research & Development Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Storage Yard	1,260	21	7.5	3	3	14.3	-	-	10	-	-

M4 – AIRPORT INDUSTRIAL

	Minimum Development Standards								Parking Standards 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 (#)
Vehicle Service	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Discretionary Uses - Council											
Bulk Fuel	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Business Complex	1,260	21	7.5	3	3	14.3	-	-	6 or 11	-	1
Business Group	1,260	21	7.5	3	3	14.3	-	-	6 or 11	-	1
Cardlock	1,260	21	7.5	3	3	14.3	-	-	15	-	1
Communication Tower	1,260	21	7.5	3	3	45	-	-	-	-	-
Excavating, Stripping and Grading ²	1,260	-	-	-	-	-	-	-	-	-	-
Fuel Production Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Post Secondary School	1,260	21	7.5	3	3	14.3	-	-	20	-	1
Private School	1,260	21	7.5	3	3	14.3	-	-	20	-	-
Protective & Emergency Services	1,260	21	7.5	3	3	14.3	-	-	6	-	-

Notes on Development Standards for the table above (M4 – Airport Industrial):

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.

Subsection 9.2.2

11 – INSTITUTIONAL GENERAL											
	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 (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	835	24	-	3	3	22	-	-	-	-	-
Catering Service	835	24	7.5	3	3	22	65	-	10	-	-
Child Care Centre	835	24	7.5	3	3	22	65	-	13	-	-
Community Garden	835	24	7.5	3	3	-	65	-	-	-	-
Convent	835	24	7.5	3	3	22	65	-	1	10	-
Drug Store	835	24	7.5	3	3	22	65	-	6	-	-
Health Clinic	835	24	7.5	3	3	22	65	-	11	-	-
Home Based Business	835	24	7.5	3	3	22	65	-	2	-	-
Office	835	24	7.5	3	3	22	65	-	6	-	-
Parks and Playgrounds	835	24	7.5	3	3	-	65	-	-	-	-
Post Office	835	24	7.5	3	3	22	65	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Development Officer											
Boarding House	835	24	7.5	3	3	22	65	-	4	-	-
Health Club	835	24	7.5	3	3	22	65	-	11 or 19	-	-
Food Kiosk	835	24	7.5	3	3	22	65	-	6	-	-
Parking at Grade	835	24	7.5	3	3	22	65	-	-	-	-

I1 – INSTITUTIONAL GENERAL

	Minimum Development Standards								Parking Standards 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 (#)
Personal Service Establishment	835	24	7.5	3	3	22	65	-	6	-	-
Research & Development Facility	835	24	7.5	3	3	22	65	-	10	-	1
Restaurant	835	24	7.5	3	3	22	65	-	7	-	1
Discretionary Uses – Council											
Above Grade Dwelling	835	24	7.5	3	3	22	65	-	3	20	1
Athletic & Recreational Facility	835	24	7.5	3	3	22	65	-	6 or 12	-	1
Business Complex	835	24	7.5	3	3	22	65	-	6 or 11	-	1
Business Group	835	24	7.5	3	3	22	65	-	6 or 11	-	1
Campground	835	24	7.5	3	3	22	65	-	-	-	-
Cemetery	835	24	7.5	3	3	22	65	-	-	-	-
Community Workshop	835	24	7.5	3	3	22	65	-	16	-	1
Communication Tower	835	24	7.5	3	3	45	65	-	-	-	-
Correctional Institution & Related Facilities	20,23 4	140	7.5	3	3	22	65	-	16	-	1
Courthouse	835	24	7.5	3	3	22	65	-	9 or 10	-	-
Elementary School	835	24	7.5	3	3	22	65	-	13	-	-
Excavating, Stripping and Grading ²	835	-	-	-	-	-	-	-	-	-	-
Parking Structure	835	24	7.5	3	3	22	65	-	-	-	-
Place of Worship	835	24	7.5	3	3	22	65	-	9	-	-

I1 – INSTITUTIONAL GENERAL

	Minimum Development Standards								Parking Standards 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 (#)
Post Secondary School	835	24	7.5	3	3	22	65	-	20	-	1
Protective & Emergency Services	835	24	7.5	3	3	22	65	-	6	-	-
Private School	835	24	7.5	3	3	22	65	-	20	-	-
Public Assembly	835	24	7.5	3	3	22	65	-	6 or 12	-	1
Residential Care Facility	835	24	7.5	3	3	22	65	-	5	-	-
Residential Day Care Facility	835	24	7.5	3	3	22	65	-	19	-	-
Secondary School	835	24	7.5	3	3	22	65	-	20	-	1
Shelter	232	7.6	-	-	-	-	-	-	17	-	-
Special Care Facility	835	24	7.5	3	3	22	65	-	5	20	-
Waste Water Treatment Plant	835	24	7.5	3	3	22	65	-	10	-	1
Water Treatment Plant	835	24	7.5	3	3	22	65	-	10	-	1

Notes on Development Standards for the table above (I1 – Institutional General):

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 9.1.5 of this Bylaw shall apply.

Subsection 9.3.2

I2 – 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 (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	835	24	-	3	3	30	-	-	-	-	-
Catering Service	835	24	7.5	3	3	30	55	-	10	-	1
Child Care Centre	835	24	7.5	3	3	30	55	-	13	-	-
Community Garden	835	24	7.5	3	3	-	55	-	-	-	-
Drug Store	835	24	7.5	3	3	30	55	-	6	-	1
Health Clinic	835	24	7.5	3	3	30	55	-	11	-	1
Home Based Business	835	24	7.5	3	3	30	55	-	2	-	-
Office	835	24	7.5	3	3	30	55	-	6	-	1
Parks and Playgrounds	835	24	7.5	3	3	-	55	-	-	-	-
Personal Service Establishment	835	24	7.5	3	3	30	55	-	6	-	1
Post Office	835	24	7.5	3	3	30	55	-	6	-	1
Restaurant	835	24	7.5	3	3	30	55	-	7	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Development Officer											
Food Kiosk	835	24	7.5	3	3	30	55	-	6	-	-
Parking at Grade	835	24	7.5	3	3	30	55	-	-	-	-
Private School	835	24	7.5	3	3	30	55	-	20	-	-
Research & Development Facility	835	24	7.5	3	3	30	55	-	10	-	1
Discretionary Uses – Council											

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 (#)
Above Grade Dwelling	835	24	7.5	3	3	30	55	-	3	20	1
Athletic & Recreational Facility	835	24	7.5	3	3	30	55	-	6 or 12	-	1
Business Complex	835	24	7.5	3	3	30	55	-	6 or 11	-	1
Business Group	835	24	7.5	3	3	30	55	-	6 or 11	-	1
Communication Tower	835	24	7.5	3	3	45	55	-	-	-	-
Crematorium	835	24	7.5	3	3	30	55	-	9 or 13	-	1
Custodial Care Facility	835	24	7.5	3	3	30	55	-	5	-	-
Excavating, Stripping and Grading ²	835	-	-	-	-	-	55	-	-	-	-
Hospital	835	24	7.5	3	3	30	55	-	5	-	1
Methadone Dispensary	835	24	7.5	3	3	30	55	-	11	-	-
Multi-Unit Dwelling	835	24	7.5	3	3	10.7	55	-	3	20	1
Parking Structure	835	24	7.5	3	3	30	55	-	-	-	-
Place of Worship	835	24	7.5	3	3	30	55	-	9	-	-
Post Secondary School	835	24	7.5	3	3	30	55	-	20	-	1
Protective & Emergency Services	835	24	7.5	3	3	30	55	-	6	-	-
Public Assembly	835	24	7.5	3	3	30	55	-	6 or 12	-	1
Residential Care Facility	835	24	7.5	3	3	30	55	-	5	-	-
Residential Day Care Facility	835	24	7.5	3	3	30	55	-	19	-	-
Shelter	835	24	7.5	3	3	30	55	-	17	-	-
Special Care Facility	835	24	7.5	3	3	30	55	-	5	20	-
Veterinary Hospital	835	24	7.5	3	3	30	55	-	6	-	1

Notes on Development Standards for the table above (I2 – Institutional Medical Service):

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 9.1.5 of this Bylaw shall apply.

Subsection 10.2.2

AP – AIRPORT ¹											
	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ²	300	10	3	3	7.5	14.3	15	-	-	-	-
Aircraft Sales, Charters, Rentals & Service	300	10	3	3	-	14.3	-	-	6	-	-
Fleet Service	300	10	3	3	-	14.3	-	-	16	-	1
Non-Intensive Agriculture	300	10	3	3	-	14.3	-	-	-	-	-
Office	300	10	3	3	-	14.3	-	-	6	-	1
Post Office	300	10	3	3	-	14.3	-	-	6	-	1
Private Hangar	300	10	3	3	-	14.3	-	-	-	-	-
Restaurant	300	10	3	3	-	14.3	-	-	7	-	1
Retail Store	300	10	3	3	-	14.3	-	-	6	-	1
Shipping Container ²	300	10	3	3	7.5	3	5	-	-	-	-
Storage Facility	300	10	3	3	-	14.3	-	-	10	-	1
Take-Out Food Service	300	10	3	3	-	14.3	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	300	10	3	3	-	14.3	-	-	6	-	-
Discretionary Uses - Development Officer											
Aircraft Assembly & Service	300	10	3	3	-	14.3	-	-	16	-	1

AP – AIRPORT ¹

	Minimum Development Standards								Parking Standards ⁴		
	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 ⁵ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Commercial Service Establishment	300	10	3	3	-	14.3	-	-	6	-	1
Licensed Restaurant	300	10	3	3	-	14.3	-	-	7	-	1
Parking at Grade	300	10	3	3	-	14.3	-	-	-	-	-
Private School	300	10	3	3	-	14.3	-	-	20	-	-
Storage Yard	300	10	3	3	-	14.3	-	-	10	-	-
Warehouse & Wholesale	300	10	3	3	-	14.3	-	-	6 or 10	-	1
Discretionary Uses - Council											
Airport Terminal	300	10	3	3	-	14.3	-	-	-	-	-
Business Complex	300	10	3	3	-	14.3	-	-	11 or 6	-	1
Business Group	300	10	3	3	-	14.3	-	-	11 or 6	-	1
Bulk Fuel	300	10	3	3	-	14.3	-	-	10	-	1
Communication Tower	300	10	3	3	-	45	-	-	-	-	-
Excavating, Stripping and Grading ³	300	-	-	-	-	-	-	-	-	-	-
Hotel	300	10	3	3	-	14.3	-	-	8	-	1
Parking Structure	300	10	3	3	-	14.3	-	-	-	-	-
Protective & Emergency Services	300	10	3	3	-	14.3	-	-	6	-	-

Notes on Development Standards for the table above (AP – Airport):

- 1 The regulations contained in the Development and Parking Standards table shall apply to all development undertaken groundside. All airside development and parking standards shall be at the discretion of the Development Officer and the Department of Public Works.
- 2 The regulations in Section 4.2 of this Bylaw shall apply.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.

Subsection 10.3.2

AG – AGRICULTURAL											
	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	Visitor (%)	Loading
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	160,000	20	-	2	7.5	10.7	5	-	-	-	-
Community Garden	160,000	20	7.5	2	7.5	-	15	-	-	-	-
Home Based Business	160,000	20	7.5	2	7.5	10.7	15	-	2	-	-
Non-Intensive Agriculture	160,000	20	7.5	2	7.5	10.7	15	-	-	-	-
Parks and Playgrounds	160,000	20	7.5	2	7.5	-	15	-	-	-	-
Shipping Container	160,000	20	- ¹	2	7.5	3	5	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses - Council											
Communication Tower	160,000	20	7.5	2	7.5	-	15	-	-	-	-
Excavating, Stripping and Grading ²	160,000	-	-	-	-	-	-	-	-	-	-
Garden Centre	160,000	20	7.5	2	7.5	10.7	15	-	6	-	1
Intensive Agriculture	160,000	20	7.5	2	7.5	10.7	15	-	-	-	-
One Unit Dwelling	160,000	20	7.5	2	7.5	10.7	15	-	2	-	-
Place of Worship	160,000	20	7.5	2	7.5	10.7	15	-	9	-	-
Plant Nursery	160,000	20	7.5	2	7.5	10.7	15	-	6 or 16	-	1

AG – AGRICULTURAL

	Minimum Development Standards								Parking Standards 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	Visitor (%)	Loading
Protective & Emergency Services	160,000	20	7.5	2	7.5	10.7	15	-	6	-	-
Waste Water Treatment Plant	160,000	20	7.5	2	7.5	10.7	15	-	10	-	1

Notes on Development Standards for the table above (AG – Agricultural):

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.

Subsection 10.4.2

CON – CONSERVATION											
	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	Visitor (%)	Loading
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	-	-	-	2	7.5	10.7	5	-	-	-	-
Parks and Playgrounds	-	-	7.5	2	7.5	-	5	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Council											
Excavating, Stripping and Grading ²	-	-	-	-	-	-	-	-	-	-	-
Protective & Emergency Services	-	-	7.5	2	7.5	10.7	-	-	6	-	-

Notes on Development Standards for the table above (CON – Conservation):

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.

Subsection 10.5.2

P – PARK											
	Minimum Development Standards								Parking Standards ⁴		
	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 ^{2, 5} (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses ¹	-	-	-	-	-	10.7	-	-	-	-	-
Community Garden	-	-	-	-	-	-	-	-	-	-	-
Parks and Playgrounds	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Development Officer											
Food Kiosk	-	-	-	-	-	10.7	-	-	6	-	-
Social Club	-	-	-	-	-	10.7	-	-	11 or 19	-	1
Discretionary Uses – Council											
Athletic & Recreational Facility	-	-	-	-	-	10.7	-	-	6 or 12	-	1
Campground	-	-	-	-	-	10.7	-	-	-	-	-
Correctional Institution & Related Facilities	-	-	-	-	-	10.7	-	-	16	-	1
Excavating, Stripping and Grading ³	-	-	-	-	-	-	-	-	-	-	-
Licensed Restaurant	-	-	-	-	-	10.7	-	-	7	-	1

P – PARK											
	Minimum Development Standards								Parking Standards ⁴		
	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 ^{2, 5} (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Protective & Emergency Services	-	-	-	-	-	10.7	-	-	6	-	-
Public Assembly	-	-	-	-	-	10.7	-	-	6 or 12	-	1
Restaurant	-	-	-	-	-	10.7	-	-	7	-	1
Water Treatment Plant	-	-	-	-	-	10.7	-	-	10	-	1

Notes on Development Standards for the table above (P – Park):

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 Wherever possible, natural landscaping shall be retained, and if it is disturbed or replaced every effort shall be made to use the same or similar vegetation. Large uninterrupted walls shall be softened in appearance through the utilization of landscaping.
- 3 The regulations in Section 4.15 of this Bylaw shall apply.
- 4 The regulations in Section 5 of this Bylaw shall apply.
- 5 The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.

Subsection 10.6.2

FUD – FUTURE URBAN DEVELOPMENT											
	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 (#)
Permitted Uses											
Home Based Business	40,469	-	7.5	2	7.5	10.7	-	-	2	-	-
Non-Intensive Agriculture	40,469	-	7.5	2	7.5	10.7	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Council											
Accessory Buildings, Structures & Uses ¹	40,469	-	7.5	2	7.5	10.7	2	-	-	-	-
Excavating, Stripping and Grading ²	40,469	-	-	-	-	-	-	-	-	-	-
One Unit Dwelling	40,469	-	7.5	2	7.5	10.7	5	-	2	-	-
Protective & Emergency Services	40,469	-	7.5	2	7.5	10.7	5	-	6	-	-

Notes on Development Standards for the table above (FUD – Future Urban Development):

- 1 The regulations in Section 4.2 of this Bylaw shall apply.
- 2 The regulations in Section 4.15 of this Bylaw shall apply.
- 3 The regulations in Section 5 of this Bylaw shall apply.
- 4 The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.

Zoning Bylaw Amendment Rationale

Bylaw Amendment No.	Rationale
	<p>The following list of amendments focuses on the changes that are considered significant.</p>
b.	<p>Section 3.4.3 Change: We have amended this regulation so that Shipping Containers no longer require Development Permits. Shipping Containers will continue to be subject to the current locational regulations and this will be monitored in consultation with the Building Division through Building Permits or through compliance processes. Currently, Shipping Containers are allowed in certain Commercial, Industrial and Special zoning districts, only to be located in a side or rear yard.</p> <p>Rationale: Planning and Development Services finds limited benefit in requiring Development Permits for Shipping Containers and efficiencies will be made in coordinating a review of the placement of Shipping Containers with the Building Division.</p>
f.	<p>Section 4.17 Change: We have amended this regulation so that sidewalk cafes and patios, which are allowed in combination with food/restaurant related uses, may be located in the front, side or rear yard (setback) of a site.</p> <p>Rationale: As sidewalk cafes and patios are typically located along the front or side of a business, providing more flexibility in where they can be placed makes site design/placement better.</p>
m. and q.	<p>Section 6.4.2 and 6.5.2 Change: We have amended the side yard setback regulations for multi-unit dwellings in the R3 and R4 Zoning Districts so that the setbacks scale appropriately, or are based on the height of the building. New regulation, “Multi-Unit Dwellings shall have a side yard setback of 3 metres or half the height of the abutting wall, whichever is less.”</p> <p>Rationale: Language similar to this was used successfully in the previous Zoning Bylaw and over the years several appeals have been granted that reduce the side yard setback of multi-unit dwellings (buildings with 3 or more dwelling units) to the distances we have proposed above.</p>
w.	<p>Section 7.1.14(b) Change: We have amended this regulation to include language that ensures current liquor store sites are considered “conforming”. Amended regulation, “A Liquor Store shall not be located within 500 metres of any other Liquor Store, provided that this restriction shall not apply to sites with lawfully operating Liquor Stores prior to September 30th, 2019.”</p> <p>Rationale: Because the original distance restriction was intended to apply to new liquor stores on new sites, this amendment ensures that sites with existing, operating liquor stores are not affected and can renovate or redevelop, on the same site, in a typical manner.</p>
y. aa. cc. ee. gg. ii. yy. and aaa.	<p>Section 7.2.2 – 7.7.2, 9.3.2 and 10.2.2 Change: We have amended the use classification for Private School in all Commercial Zoning Districts, the Small and Large Lot Light Industrial Zoning Districts, the Institutional Medical and Airport Zoning Districts from Discretionary – Council to Discretionary – Development Officer.</p> <p>Rationale: Because this use is considered relatively low impact in the Zoning Districts it is allowed in, simplifying the permit process is recommended. In the event an application comes forward that is more complex, Administration can still refer the permit to Council for consideration.</p>

<p>ooo. uuu. and yyy.</p>	<p>Definition Changes: We have amended the definitions for Social Club, Health Club and Private School. New Definitions:</p> <p>“social club means the use of a building, or a portion thereof, by members of a group, club or organization to participate in passive recreational, social or cultural activities, which may include rooms to hold meetings, events and classes, or provide space for the consumption of food and alcohol, but does not provide for uses that would be considered a health club;”</p> <p>“health club means the use of a building, or a portion thereof, for the provision of active recreation or physical training space, which may include one or both of the following:</p> <ul style="list-style-type: none"> a) activities such as aerobic exercise, walking, running, the use of exercise equipment, game courts or other similar activities; or b) classes to train participants in a specific sport or discipline, including karate, dance, yoga, or another similar activity;” <p>“private school means the use of land, a building, or a portion thereof, which meets provincial requirements, but does not secure the majority of its funding from taxation or any government agency, for elementary, secondary, post-secondary or other forms of education and training. This may include vocational and commercial schools, or other similar schools;”</p> <p>Rationale: By amending these definitions, it clarifies that an art studio (for example) would be considered a social club, and a karate club or dance studio (for example) would be considered a health club, not a private school. This change is recommended as the land use impacts (primarily how parking is calculated) of social club and health club can differ quite a bit compared to private school.</p>
<p>ppp. and rrr.</p>	<p>Definition Addition and Change: A definition for the use “mobile home” is being added to the Zoning Bylaw. The definition for “one unit dwelling” will also be amended to state that a mobile home is not considered a one unit dwelling.</p> <p>“mobile home means a dwelling unit that conforms to Canadian Standards Association’s (CSA) Standard No. Z240 for mobile homes or to such standards as may have been defined by the CSA for mobile homes at any time subsequent to the definition of the standard set out as Z240.”</p> <p>“one unit dwelling means a detached building containing a single dwelling unit, which shall not include mobile homes;”</p> <p>Rationale: While inquiries about mobile homes are rare, it is recommended that the language pertaining to how they are managed be clear. Mobile Homes are defined by the legislation that regulates them, which what this definition is based on. Mobile homes are not permitted to be used in the city.</p>
<p>ww. yy. ccc. eee. ggg. and sss.</p>	<p>Section 9.2.2, 9.3.2, 10.3.2, 10.4.2, 10.5.2 Change and Definition Addition: The use “parks and playgrounds” will be defined and added to the Institutional, Agricultural, Conservation and Park zoning districts.</p> <p>Rationale: While the city has many parks, most, if not all, of which are City owned, the use had not been defined or included in the Zoning Bylaw.</p>



City of Prince Albert

PUBLIC NOTICE ZONING BYLAW AMENDMENT - BYLAW NO. 13 OF 2022

Public Notice is hereby given that the Council of the City of Prince Albert intends to consider Bylaw No. 13 of 2022 to amend Bylaw No. 1 of 2019, known as the City of Prince Albert Zoning Bylaw.

Reason for the Amendment: At the City Council meeting held on Monday, April 25th, 2022, first reading of Bylaw No. 13 of 2022 was given and Administration was authorized to provide Public Notification for a Public Hearing. Bylaw No. 13 of 2022 proposes a number of changes to the current Zoning Bylaw, which are the result of ongoing Administrative review. These proposed changes include, but are not limited to: when Development Permits are required for shipping containers, amending how minimum side yard setbacks are calculated for multi-unit dwellings, and formally prohibiting the use of mobile homes as one-unit dwellings. If you would like to review a copy of the bylaw amendment, or want more information on a particular item, please contact the Department of Planning and Development Services.

Therefore, City Council, at its meeting to be held on Monday, May 16th, 2022, at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above bylaw. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Tuesday, May 10th, 2022. In accordance with City Council's Procedure Bylaw No. 23 of 2021, any written submissions must be provided to the City Clerk. Verbal submissions shall be heard during the Public Hearing portion of the meeting.

INFORMATION - Information regarding the proposed amendment may be directed to the following without charge:

Planning and Development Services

City Hall, 1084 Central Avenue

Prince Albert SK, S6V 7P3

8:00 am to 4:45 pm - Monday to Friday (except holidays)

Phone 306-953-4370

Issued at the City of Prince Albert, this 5th day of May, 2022

Terri Mercier, City Clerk

Daily Herald - Thursday, May 5, 2022

RPT 22-201

TITLE: Development Permit Application - Child Care Centre - 215 12th Street West

DATE: May 3, 2022

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Discretionary Use Development Permit application for a Child Care Centre for up to twenty (20) children, to be located at 215 12th Street West, legally described as Lot 8, Block 4, Plan C199 Ext 0 & Lot 9, Block 4, Plan C199 Ext 99, be approved, subject to:
 - a. Administrative review and approval of any necessary plans; and
2. That the Mayor and City Clerk be authorized to execute any necessary agreements associated with this permit application.

TOPIC & PURPOSE:

The purpose of this report is to consider a Discretionary Use Development Permit application to establish a Child Care Centre at 215 12th Street West.

BACKGROUND:

On April 1st, 2022, The Department of Planning and Development Services received a Discretionary Use Development Permit application to establish a Child Care Centre at 215 12th Street West.

Multiple commercial and residential land uses have been associated with this property since it was built in 1986. For example, it was home to the Lucy Baker School in 1991 and more recently it was used as a residential dwelling. Currently, the property is for sale and the applicant's purchase is subject to City approval of the development and building permit.

The property in question is zoned R4 – High Density Residential and the purpose of this Zoning District is,

“... to provide the full continuum of residential development options that allows for limited, complementary residential uses. With no maximum density, this zoning district is best located

along arterial and collector streets or immediately adjacent to commercial nodes or centres, and provides the highest level of access to park space and commercial services through multiple modes of transportation.”

Additionally, Child Care Centre is considered a discretionary use in this Zoning District and is defined as,

“... the use of a building, or a portion thereof, for the provision of care and supervision to twelve (12) or more children at any one time, pursuant to the provisions of the Child Care Act, 2014.”

Also note, certain uses are prohibited in combination with those related to care. In this case, Home Based Businesses and Secondary Suites are prohibited in combination with a Child Care Centre.

PROPOSED APPROACH AND RATIONALE:

The applicant intends to provide day care (no overnight accommodation) for up to Twenty (20) children between the ages of eighteen (18) months and twelve (12) years old. In considering the number of total children in care, site design and parking, it is important to note that staffing will be based on provincial regulations and determined by (in this case) The Early Years Branch of the Ministry of Education. Once this requirement is established, the applicant will be obligated to provide all staff parking on site, to be reviewed and approved by Administration. Should the staffing requirement surpass the amount of space available on site, the applicant will need to either reduce the number of children in care or secure an off-site parking agreement.

Once the Development Permit is approved, the applicant will be required to proceed with obtaining a Building Permit and related inspections, Fire and Public Health inspections and Provincial licensing.

CONSULTATIONS:

The Department of Planning and Development Services has consulted with the applicant and the current homeowner, providing information on the permit application, process and timelines.

Interdepartmentally the following Departments and Divisions have been included in the review of this permit application: Planning and Development Services, Community Services, Assessment, Public Works, and the Fire department.

There have been no concerns raised by Administration in moving forward with the development permit.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The applicant will be notified of City Council's decision on the Development Permit.

Additionally, the Building Division and Fire Department will be notified of Council's decision and will continue to work with the applicant to complete their required permits and inspections.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

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

OFFICIAL COMMUNITY PLAN:

As per Section 6.4.1 of the Official Community Plan:

“Supportive housing forms and tenures, such as private and public care homes, senior’s housing, residential care homes, child day care centres, shelters and other forms of supportive housing should be facilitated in all areas of the City”.

PUBLIC NOTICE:

Public Notice is required for consideration of this matter, pursuant to Section 10.2(a) of the Public Notice Bylaw No. 24 of 2015. More specifically, Public notice for consideration of an application for discretionary use approval or amendment to a discretionary use approval shall be given by mailing to assessed owner of property within seventy-five (75) meters of the area of the subject site by ordinary mail no later than ten (10) days prior to the meeting or leaving in mailboxes of affected parties at least ten (10) days prior to meeting.

Public notice was issued on May 3rd, 2022, to all property owners located within 75 metres of the subject property, as attached to this Report.

ATTACHMENTS:

1. Location Plan
2. Location Plan with Aerial
3. Public Notice Letter

Written by: Adam Brown, Planner

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

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

May 3, 2022

«Primary_Owner»
«Primary_Owner_Address»
«Address2»
«City» «STATE» «ZIP»

Dear Sir or Madam:

**Re: Discretionary Use Development Permit – 215 12th Street West, Prince Albert SK
Child Care Centre**

The City of Prince Albert is in receipt of a development permit application for Child Care Centre, which is to be located at the above noted address, legally described as Lot 8, Block 4, Plan C199 Ext 0 & Lot 9, Block 4, Plan C199 Ext 99. With this permit application, the applicant intends to provide day care for up to twenty children. As a landowner located within 75 meters of the proposed development, and as required by the *City of Prince Albert Public Notice Bylaw No. 24 of 2015*, you are being provided with written notice of the proposed development.

The City of Prince Albert Zoning Bylaw No. 1 of 2019 defines Child Care Centre as:

“... means the use of a building, or a portion thereof, for the provision of care and supervision to twelve (12) or more children at any one time, pursuant to the provisions of the Child Care Act, 2014.”

As the proposed use is considered discretionary in the R4 – High Density Residential zoning district, the permit application must be approved by City Council. The subject property is shown in a bold dashed line below.



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

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

Therefore, City Council, at its meeting to be held on Monday, May 16, 2022 at 5:00 p.m., will consider submissions respecting the above noted application and review criteria. In accordance with the *City of Prince Albert Procedure Bylaw No. 23 of 2021*, all submissions in this regard must be provided to the City Clerk. If you would like your submission reviewed by City Council PRIOR to the meeting, it would be preferable if it was provided to the City Clerk's Office by 4:45 p.m. on Monday, May 9th, 2022. Submissions can be emailed to cityclerk@citypa.com or mailed to the City Clerk's Office, 1084 Central Avenue, Prince Albert SK S6V 7P3.

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

Yours truly,



Adam Brown
Planner

Enclosure



S - N

S - N

PLANNING & DEVELOPMENT SERVICES

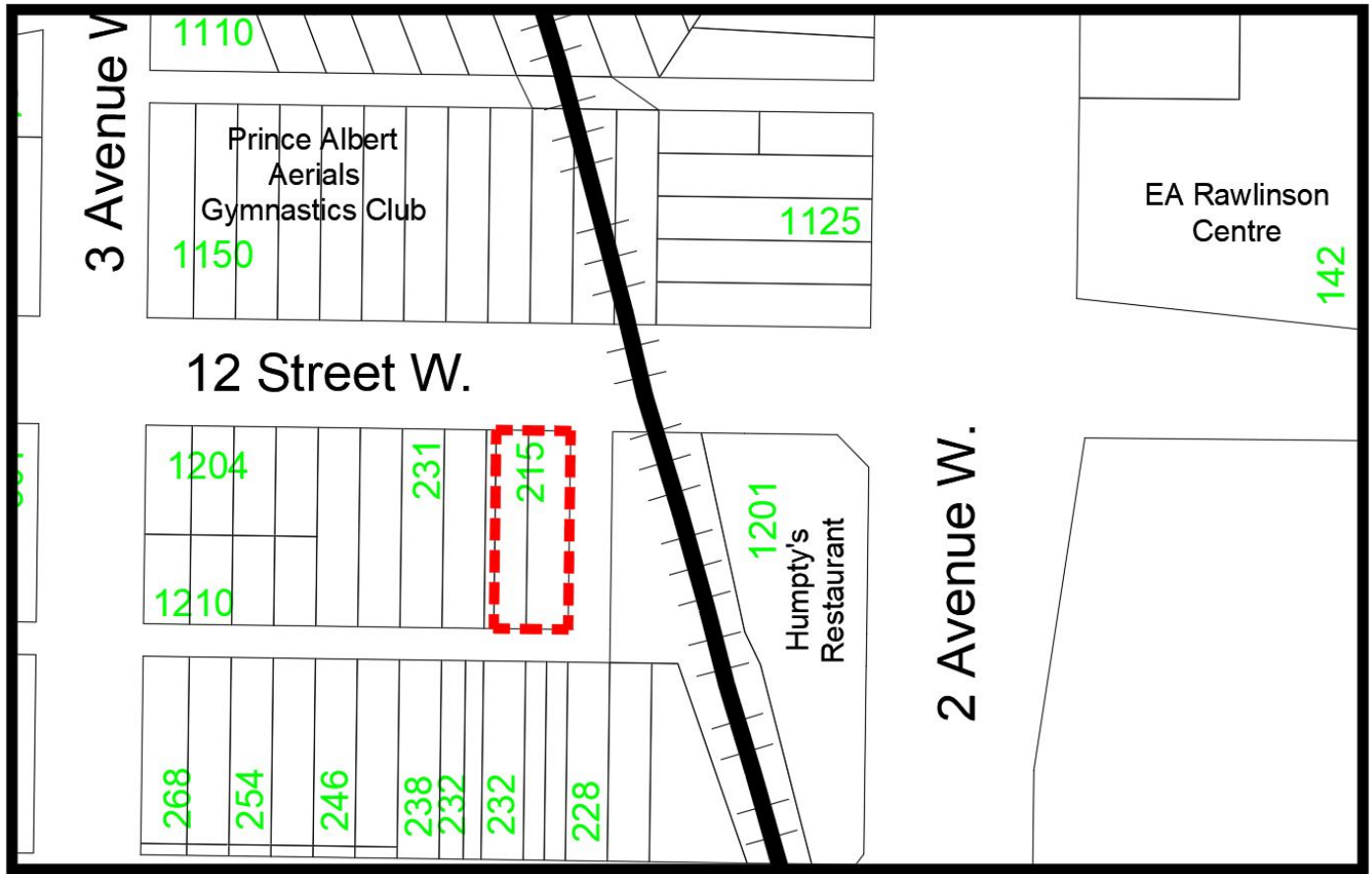


215 12th Street West - Lots 8 & 9, Block 4, Plan C199

Subject Property Identified With A Bold Dashed Line

JV

April 25, 2022



TITLE: Snow Blower Tender

DATE: **May 9, 2022**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Tender for the purchase of a new Snow Blower be awarded to Falcon Equipment at a cost of \$207,292.50, which includes PST and GST, this being the low bid that meets all specifications, with funds coming from Equipment Replacement Reserve.
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of the City, if required.

TOPIC & PURPOSE:

The purpose of this report is to award the Snow Blower Tender.

BACKGROUND:

The replacement of unit 39 was approved in the 2022 Capital Budget at a cost of \$260,000, with the funds coming from the Equipment Replacement Reserve.

The City of Prince Albert currently operates one main snow blower, which is a 2007 Tenco loader mounted unit. This unit is required to remove snow from the city streets and down town areas in the winter.

The snow that this unit loads into trucks, or casts to the side of roadway, is contaminated with sand and salt. Sand is very abrasive thus requires the rebuilding of the snow blower's housings yearly. The salt corrodes metal on the snow blower especially engine components and radiator.

PROPOSED APPROACH AND RATIONALE:

There are three suppliers of loader mounter snow blowers. The city received pricing from all three suppliers with the Wausau Equipment snow blower being over budget. Tenco submitted two bids on the same model of snow blower, both where substantially underpowered. The bid from Falcon Equipment meets all specifications and is under budget.

During the research, phase of the tendering process, Roadways operators and employees from the shop went to Saskatoon to view their process and the snow blowers they operate. An onsite demo of a snow blower in Prince Albert was not possible.

One of the issues with our current snow blower is the radiator is on the left side of the machine, the same side as we blow snow to and load trucks. This causes issues with the radiator plugging from a collection of sand and snow and corrosion to the cooling tubes due to the salt contained in the snow. The Larue has its radiator on the right side and does not appear affected by this issue.

The old snow blower will be kept as a backup to the new snow blower until we are no longer able to purchase parts for it as it is no longer manufactured.

CONSULTATIONS:

Roadways Operators, Mechanics and Management had discussions to ensure this unit would meet their needs before tendering.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

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

FINANCIAL IMPLICATIONS:

This snow blower is under budget and the funds are coming from the Equipment Replacement Reserve. The approved budget was \$260,000, with the cost of \$207,292.50, includes \$11,205.00 PST and \$9,337.50 GST. The City will recover the GST amount. At the end of 2022 the Equipment Reserve balance is estimated at approximately \$4,305,374.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

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

PUBLIC NOTICE:

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

ATTACHMENTS:

Snow Blower Tender Evaluation

Written by: Robert Snowdon, Fleet Manager

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

Snow Blower Tender Evaluation

ITEM TENDERED Snow Blower

SUPPLIER	MAKE	MODEL	SPEC DEVIATIONS	SPEC DEVIATIONS	SPEC DEVIATIONS	SPEC DEVIATIONS	ADDITIONAL COMMENTS	COST WITHOUT TAX	TOTAL COST WITH ALL TAX
Wausau Equipment	Snowgo	MP318	24) weight 13,500 Lbs.	27) Loading shoot, hot rolled	31) drum liner T1 steel	43) 12" extension	Over Budget	\$368,090.00	\$410,958.00
Tenco	RPM	RPM220	1) 300HP, 940 FT. Lbs.	15) rad on right side			under powered	\$202,446.00	\$224,715.06
Tenco	RPM	RPM220	1) 300HP, 940 FT. Lbs.	15) rad on right side			under powered in stock unit	\$185,446.00	\$205,845.06
Flacon Equipment	Larue	D50						\$186,750.00	\$207,292.50



RPT 22-202

TITLE: Skid Steer Loader Tender 23/22

DATE: **May 9, 2022**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Tender for the purchase of a new Skid Steer Loader be awarded to Finning Equipment at a cost of \$129,868.89, which includes PST and GST, this being the low bid that meets specifications, with funds coming from Equipment Replacement Reserve.
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of the City, if required

TOPIC & PURPOSE:

That purpose of this report is to award the Skid Steer Loader Tender 23/22.

BACKGROUND:

The replacement of unit 29, a 2012 Bobcat Skid Steer Loader was approved in the 2022 Capital Budget for \$125,000, with funding coming from the Equipment Reserve fund.

The City of Prince Albert's Public Works currently operates three skid steer loaders in the Roads department. The 2012 Bobcat, which is the unit being replaced, a 2016 Caterpillar and a 2018 Bobcat. The 2012 Bobcat and the 2018 Bobcat are used by the concrete crews and the 2016 Cat is used by an asphalt crew. City Council approved \$125,000 for the replacement of this unit in the 2022 Capital Budget. The budget includes the cost of the unit plus PST. The GST amount of \$5,849.95 is refunded to the city.

The skid steer that is getting replaced is also used by the asphalt crew if needed. Currently the attachments that are used for asphalt or concrete are set up to work with the Caterpillar or Bobcat skid Steer Loaders.

The old skid steer loader will be kept as a backup loaner for when other skid steers either in Roads or Community Services are being serviced or repaired. The current backup, a 2000 Bobcat will be sold.

PROPOSED APPROACH AND RATIONALE:

Four suppliers of skid steer loaders submitted bids. All four were within budget without extended warranty or the inclusion of the sweeper. The skid steer loader that was tendered by Redhead equipment was low on the horsepower rating, which would affect the operational needs of the department.

With the inclusion of the extended warranty and the sweeper only the Caterpillar skid steer loader was under budget. The Caterpillar was also the skid steer loader with lowest hourly ownership cost.

Replacement of skid steer loaders is generally ten to twelve years depending on the work they perform and obsolesces of the machine. On the machine that is getting replaced the electronic controllers for the crab steering are obsolete. When this happens the machine will not work in skid steer mode or crab steer mode. This model of machine is no longer manufactured due to low production numbers.

CONSULTATIONS:

Roadways Operators, Mechanics and Management had discussions to ensure this unit would meet their needs before tendering.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

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

FINANCIAL IMPLICATIONS:

The proposed skid steer loader is under budget once the GST is refunded, with the funds coming from the Equipment Replacement Reserve. The approved budget was \$125,000 with the cost being \$124,018.94 once the GST is refunded. At the end of 2022 the Equipment Reserve balance is estimated at approximately \$4,305,374

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

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

PUBLIC NOTICE:

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

PRESENTATION:

None

ATTACHMENTS:

Skid Steer Tender Evaluation

ATTACHMENTS:

1. Skid steer tender evaluation

Written by: Robert Snowdon, Fleet Manager

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

Skid Steer Loader Tender Evaluation

ITEM TENDERED Wheel Loader				ITEM 23/22						
SUPPLIER	MAKE	MODEL	SPEC DEVIATIONS	SPEC DEVIATION S	SPEC DEVIATION S	EXTENDED WARRANTY	SWEEPER	COST BEFORE TAXES	COST WITH PST ONLY	COST WITH ALL TAXES
Earth Works	Bobcat	S770	63) +1099 for protectors	64) tires extra \$3698 + tax	81) 19mm less clearance	\$6,500.00	\$8,999.00	\$121,080.00	\$128,344.80	\$134,398.80
Redhead Equipment	Case	SV340B	1) 90HP	52) no stop lights		\$8,367.00	\$14,024.54	\$123,853.11	\$131,284.30	\$137,476.95
Finning	Cat	272D3	52) no backup lamps	63) michelin +\$3698 plus tax		\$2,830.00	\$12,983.00	\$116,999.00	\$124,018.94	\$129,868.89
Brandt	John Deere	332G	53) factory light bar.	74) 84" snow bucket		Not offered	\$11,800.00	\$120,900.00	\$128,154.00	\$134,199.00

SUPPLIER	MAKE	MODEL	ADDITIONAL COSTS	COST PER HR	INCREASE IN COSTS	RESIDUAL VALUE 10y	TENDERED COST LESS TRADE	EST FUTURE COST 10 YEARS	OP COSTS PER HR	TOTAL COSTS	
Redhead	Case	SV340B		3500	\$17.07	\$28,417.82	\$25,000.00	\$101,461.57	\$129,879.39	\$17.07	\$29.84
Earth Works	Bobcat	S770		4797	\$17.35	\$29,655.63	\$25,000.00	\$105,881.00	\$135,536.63	\$17.35	\$30.66
Finning	Cat	272D3		3698	\$16.00	\$28,340.63	\$25,000.00	\$101,186.00	\$129,526.63	\$16.00	\$27.74
Brandt	JD	332G		14100	\$18.07	\$30,557.22	\$25,000.00	\$109,100.00	\$139,657.22	\$18.07	\$33.97
			additional cost = mileage 4 calls per year x 5years optional tire cost and rims				Ritchies average auction price				

ITEM TENDERED Skid Steer Loader				ITEM 23/22			
SUPPLIER	MAKE	MODEL	COST PER HR	OPERATIONAL COSTS	RESIDUAL VALUE	TENDERED COST	
Redhead	Case	SV340B	\$17.07	\$85,356.88	\$25,000.00	\$101,461.57	\$0.00
Earth Works	Bobcat	S770	\$17.35	\$86,763.06	\$25,000.00	\$105,881.00	\$0.00
Finning	Cat	272D3	\$16.00	\$79,999.23	\$25,000.00	\$101,186.00	\$0.00
Brandt	JD	332G	\$18.07	\$90,368.57	\$25,000.00	\$109,100.00	\$0.00



RPT 22-211

TITLE: Para Transit Bus Tender

DATE: May 9, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That Tender 26/22, for the purchase of a new Para Transit Bus, be awarded to Warner Bus Industries at a cost of \$160,839, including all applicable taxes, to be funded from the Fleet Equipment Reserve and the Transit Assistance for People with Disabilities Grant; and,
2. That the Mayor and City Clerk be authorized to execute any applicable documents of behalf of the City, if required.

TOPIC & PURPOSE:

The purpose of this report is to award the Para Transit Bus Tender 26/22.

BACKGROUND:

The replacement of unit 440, a 2014 Ford F450 Para Transit bus was approved in the 2022 Capital Budget for \$130,000, of which \$55,000 will to be funded by the Transit Assistance for People with Disabilities Capital Funding Program (TAPD). The City applies for this grant in March and approval of the grant is sent out usually in June.

The City has 6 cutaway style buses that the Community Service Center (CSC) operates. These buses are used to transport people with various disabilities that cannot use the standard transit buses for transportation to work, appointments or other various reasons. They are set up to haul up to 7 wheelchairs or scooters and 5 walk on clients.

When this new bus goes into service, the old Unit 440 will be transferred to the Sewer and Water Division as a Crew bus and the old Crew bus will go to auction. CSC want to keep this bus and expand the fleet to 7 buses, but this bus and the next bus that are retiring have too much frame corrosion to pass many more SGI safeties.

PROPOSED APPROACH AND RATIONALE:

This year all buses tendered are over budget. The low bid meeting specifications from Warner Bus Industries is \$23,594.00 over the budgeted amount of \$130,000. The lowest bid by Legacy Bus Sales had two major deviations which make it unacceptable. The first is an aluminum body which will corrode badly and the wheel chair securement system that is supplied is different from what all our other buses use.

In 2021, we paid \$111,525.38 for a new bus. In 2022 the same bus from the same supplier increased to \$169,584.10, an increase of \$58,088.72 or just over 52%. This year that supplier has the second highest cost. A 15% increase was budgeted due to increases in materials and inflation but was not enough.

Unit 440 went into service in December of 2013. It currently has over 180,000km. The City's replacement schedule on this type of equipment is approximately 8 to 10 years. This is generally a good time to replace a Para Transit bus as rust has set in and we have repaired the cross members for rust and the wheel wells have been repaired at least once, with the floor pan for the driver being replaced as well. Passing provincial safeties start to become an issue once the unit gets too rusty. The retiring bus had to have main frame repairs to pass its last safety.

We have two 2014 buses in the fleet, this one is in the worst condition. The other one had a new engine 2 years ago and required less frame repairs in its last safety. Replacing one a year helps spread out the costs over multiple years.

As of the writing of this report, we have not had word of the TAPD Grant from the Province. Normally the TAPD Grant approval letter is received in June. A PO# will not be issued until the grant approval notification arrives. The current pandemic has caused delivery times of new vehicles and equipment to increase by up to 50%. To prevent further delays in the delivery of the new bus the purchase should be approved by Council, so that upon grant approval, the bus can be ordered. The normal delivery time on a Para Transit Bus is 6 to 8 months.

The two 2014 buses that are currently in the fleet both had main frame repairs to pass their last safety. Unit 440 was the worst and the rust in the frame will continue to cause problems. Postponing the replacement may cause a situation where 2 buses will not pass the SGI safety and there will have to be an immediate order of 2 buses without the provincial grant funding to keep the Para Transit bus fleet running.

CONSULTATIONS:

The Community Service Centre, City Fleet mechanics and Administration had discussions to ensure this unit would meet their needs before tendering.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once Council has approved the awarding of the tender, and the Grant approval has been received, the Purchasing Manager will issue the successful supplier a purchase order.

FINANCIAL IMPLICATIONS:

This unit is over budget by \$23,594, this over budget amount will come from savings realized on other units purchased this year within the Fleet Equipment Reserve. \$55,000 of the funds are coming from a Transit Assistance for People with Disabilities Grant.

At the end of 2022, the Fleet Equipment Reserve balance will be \$4,305,374.

STRATEGIC PLAN:

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

PUBLIC NOTICE:

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

PRESENTATION:

None

ATTACHMENTS:

1. Para Transit Bus Tender Evaluation

Written by:

Robert Snowdon, Fleet Manager

Approved by:

Operations Manager; Director of Public Works; City Manager

ITEM TENDERED		Para Transit Bus		ITEM 26/22				COST WITHOUT TAXES	COST WITHOUT TAXES
SUPPLIER	MAKE	MODEL	SPEC DEVIATIONS	SPEC DEVIATIONS					
Crestline Coach Ltd.	Ford 2022	Star Trans Senator II	50) braun lift					\$159,985.00	\$177,583.35
Warner Bus Industries	Ford 2022	Diamond Coach	35) no pdl	50) braun lift				\$144,900.00	\$160,839.00
Western Canada Bus	Ford 2022	Challenger	50) braun lift					\$148,747.00	\$165,109.17
Legacy Bus Sales	Ford 2022	Micro Bus	3) 216 wb	35) no pdl	53) puck tie down	86) aluminum body	87) no drivers storage	\$142,281.50	\$157,932.47
Overland Coach	Ford 2022	Glaval	35) no pdl	50) braun lift				\$166,740.00	\$185,081.40

TITLE: Airport Terminal Detail Design Award

DATE: **May 4, 2022**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Professional Agreement for the Detailed Design of the new Airport Terminal be awarded to Prairie Architecture Inc of Winnipeg for an estimated cost of \$635,040 plus applicable taxes.
2. That the architectural design fees for be funded from the Passenger Facility Fee Reserve.
3. That the Mayor and City Clerk be authorized to execute the Agreement and any other necessary documents, on behalf of the City, once prepared.

TOPIC & PURPOSE:

To award the Professional Architectural Agreement for the detailed design of the Airport Terminal to Prairie Architects Inc. of Winnipeg for an estimated cost of \$635,040 plus applicable taxes.

BACKGROUND:

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

The terminal building's functionality and space requirements were assessed using guidelines published by Transport Canada and the International Air Transport Association. Numerous operational deficiencies of the terminal building limit the ability of Prince Albert Airport to support both current and forecast passenger and cargo activity levels. The lack of residual capacity in the terminal building commonly leads to periods of crowding during flight delays, and the expansion potential of the current building is limited by constraints in all directions and by its capacity to support the weight of additional cargo loads.

Further, the lack of residual space precludes the opportunity to implement passenger screening facilities required to support secured air carrier flights to a major hub airport. A new 1,200 m² terminal building is recommended in the medium-term horizon of the Master Plan. While the development of a new terminal building is assigned to the medium-term planning horizon, this phasing has been recommended to provide adequate time for the City to allocate capital resources to the project. The terminal building is deficient in its capacity to support current operations. If funding opportunities exist to advance the timing of the terminal building development project, it is recommended that they be pursued. The new terminal building is recommended to be located northwest of the existing structure, with the conceptual design including provisions for future expansions to the building envelope. The terminal building has been appropriately sized to support secure scheduled air services within its proposed footprint, using a conceptual design that would enable a secure hold-room to be sequestered on an as-needed basis. Opportunities for additional functions, such as a new NAV CANADA Flight Service Station or administrative space for the City, can also be considered during the future design process. The Airport Strategic Master Plan (in its entirety) is available on the City's website for review.

On December 13, 2021 City Council approved the 2022 Airport Budget which included funding the detailed design of a new Airport Terminal. The construction cost was estimated at \$6.0 Million and should be the bases of calculating fees for this proposal.

PROPOSED APPROACH AND RATIONALE:

The Terms of Reference included the following directions to the architectural firms. Architectural firms were requested to give consideration to; Architectural, Electrical, Instrumentation & Controls, LEEDS Energy Efficiencies, Mechanical, Structural, Survey, Geotechnical, Underground and Utilities, also knowledge in Transport Canada and Nav Canada rules and regulations.

Architectural firms were also asked to consider the following topics; ground side interface, check-in area, cargo handling, outbound baggage handling, unsecure passenger hold room, arrival area and inbound baggage handling, washrooms and building amenities administrative space, functional systems and support rooms, secure passenger air service requirements.

This is detailed in the below Table 7.11 from the Airport Strategic Master Plan.

Table 7.11 – Terminal Building Functional Area Requirements

Functional Area	Existing Area (m ²)	Future Area (m ²)	Change (m ² + / -)
Floorspace – Core Terminal Building			
Groundside Interface	13	26	+13
Check-In Area – Counters	21	33	+12
Check-In Area – Queuing	46	36	-10
Cargo Handling	87	174	+87
Outbound Baggage Handling	41	83	+41
Unsecure Passenger Holdroom	98	98	-
Arrivals Area and Inbound Baggage Handling	17	190	+173
Washrooms and Building Amenities	34	68	+34
Food Services	0	80	+80
Air Carrier Administrative Space	21	92	+71
Car Rental Counter and Office	0	18	+18
Functional Systems and Support Rooms	33	50	+17
Other Building Area	80	140	+60
Total – Core Terminal Building	492	1,086	+594
Floorspace – Secured Passenger Air Service			
Pre-Board Screening Area	0	20	+20
Pre-Board Screening Queue	0	14	+14
Secure Passenger Holdroom	0	35	+35
Total – Secure Passenger Air Service Expansion	0	69	+69
Total – Core Terminal Building and Secure Passenger Air Service Expansion	492	1,155	+663

Architects were told to submit pricing for all phases of the project so that Council would have an idea of the design costs for each phase and could plan accordingly. On 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.

As a professional proposal call, dollar value still plays an important role in the selection process but not the only criteria. Proposals were evaluated as follows; Past experience 15%, Design team 15%, Key contact personnel 15%, Methodology 20%, Schedule 5%, Requested Documents 5%, and Professional Fees 25% for a total of 100%.

1. **Relevant Recent Experience and Knowledge:** Architects were asked to provide proof of experience in the implementation and completion of Airport Terminals with passenger and cargo complexes under one shared roof designed in Alberta, Saskatchewan or Manitoba that were of similar size. Consideration was given to larger relevant projects but those of appropriate size and recent construction were given more weight during evaluation.
2. **Qualification and Team Members:** Architects were asked to provide proof of qualifications of the Consultant and staff to undertake the work based on experience of comparable work. They were to identify any special consultants or sub-consultants. Consideration was given to relevant specialists in Transport Canada and Nav Canada, and LEEDS energy efficiencies, and number of Saskatchewan team members.
3. **Qualification of the Project Manager:** Architects were asked to provide the name, professional designation, years of experience, City location, and resumes of related projects. Consideration was given to those who actually have completed new Airport Terminals with passengers and cargo under one roof and whether they were based in Saskatchewan or nearby.
4. **Methodology:** Architects were asked to provide an outline of the proposed methodology employed to produce the work as described in the Terms of Reference. Include an indication of delegation of the work, scheduling, cost control methodology, estimating, quality control methodology, and any specific methods.
5. **Schedule:** Architects were asked to provide a detailed proposed schedule including key milestones to complete the scope of works as stated in the Terms of Reference.
6. **Documents:** Architects were asked to provide proof of; valid Saskatchewan Association of Architects (SSA) license, valid Association of Professional Engineers and Geoscientists of Saskatchewan (APEGS), good standing with Worker's Compensation Board (WCB), and general liability insurance coverage including public liability insurance of at least \$5 million.
7. **Professional Fees:** Architects were asked to provide estimated fees structures for all phases of the project which must include; conceptual design, survey, geotechnical, detailed design, bidding, general engineering, site inspections, and post construction with record drawings, operation and maintenance manuals, and commissioning and warranty period.

Below is a summary of the accumulative proposal scoring by the Evaluation Team.

Prairie Architects	Winnipeg & Saskatoon	80%
Oxbow & Studio 531 Architects	Saskatoon & Victoria	78%
AODBT & DIALOG Architects	Saskatoon & Calgary	75%
AECOM	Saskatoon & Burnaby	69%
SEPW Architects	Saskatoon & Toronto	47%

The firms with the top three scores were short listed for an in person interview. These firms had multiple experience with Airport Terminals. Interviews were held on March 26, 2022. Interviews consisted of 45 minute PowerPoint Presentations by the firm's 3 lead members, followed by 45 minutes of questions. The interviews were needed to flush out the items that were not clear or were missing from their proposal submissions. Each firm was asked the following questions in advance to fill in those gaps.

- If asked would your team be open to a change in Project Managers?
- Where would your team take us on the facilities tour?
- When it comes to; Survey, Geotechnical and Construction site inspections, (in detail), what's included in your fees?
- When it comes to; approvals and permits, (in detail), what's included in your fees?
- Tell us (in detail), about your firsthand knowledge and experiences with NAV Canada and Transportation Canada.
- How will your Project Manager mitigate change orders and delays?

The interview process helps find key elements in each firm's methodology and their personalities. Are their past projects relevant in size and age? Did the members of their team actually work on those project? Does the chemistry feel right? Do the fees cover all aspects of the project? Are the fees in line with the budget?

Oxbow & Studio 531 Architects prepared a 45 slide Power Point Presentation. This presentation concentrated on responding to the above predetermined questions at great detail. Oxbow did not include fees for site survey or geotechnical investigation. Upon request these were subsequently submitted. They still maintained the lowest fees but there was concern that the Project Manager did not have Airport experience and the lead design with experience was in Victoria. Overall they miss several of the key points.

AODBT & DIALOG prepared a 13 slide PowerPoint Presentation. This presentation too concentrated on responding to the above predetermined questions at a high level. AODBT did not include fees for construction inspections. Upon request these were subsequently submitted. This made AODBT 2nd highest cost of the 5 proposals.

Prairie Architects prepared a 59 slide PowerPoint Presentation. This presentation followed their proposal in detail and lead us through their team, design process, and experience. This then followed up with responses to the predetermined questions. Prairie included all of the above fees but did make an error in calculating their construction inspection fees but correct this in their presentation making them 2nd lowest cost of the 5 proposals. Prairie was the only firm that the Project Manager had first-hand experience with no less than 4 airport projects within the last 5 years and was also going to act as the lead designer. This included Brandon Airport and Rankin Inlet Airport. They had 4 team members in Saskatoon as local content for short notice response time to Prince Albert during construction. Prairie was able to demonstrate through their most recent projects that they had the most knowledge of both Transport Canada and Nav Canada rules and regulations. Prairie was the only firm that mentioned the critical importance of the Plan of Construction (POC) for Transport Canada

It must be said that each firm did a good presentation but it became clear which firm was most knowledgeable. The Evaluation Team unanimously selected Prairie Architecture.

Prairie Architects	Winnipeg & Saskatoon	1
AODBT & DIALOG Architects	Saskatoon & Calgary	2
Oxbow & Studio 531 Architects	Saskatoon & Victoria	3

Prairie Architecture recently completed the following projects:

- 2017 Brandon Airport Terminal for \$8.4 million.
- 2018 Brandon Airport Nav Canada.
- 2020 Brandon Airport Service Facility for \$2.2 million.
- 2022 Rankin Inlet Airport Terminal for \$89 million.

CONSULTATIONS:

The evaluation of the proposals and interviews were completed by four senior Public Works Managers; Director of Public Works, Manager of Engineering Services, Manager of Capital Projects, and the Airport Manager. Managers spent 7 days independently evaluating the proposals and then participated interviewing the top 3 proposals in order to bring a recommendation to Council.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

All architectural firms will be notified of the award. Once approved by City Council, the City will finalize the Agreement for the award of the Detailed Design for the new Airport Terminal.

FINANCIAL IMPLICATIONS:

The cost to award detail design is \$635,040. This includes all aspects of the project; conceptual design, survey, geotechnical, detailed design, bidding, general engineering, site inspections, and post construction with record drawings, operation and maintenance manuals, and commissioning and warranty period.

The funding for the cost of detail design is to come from the Passenger Facility Fee Reserve. This fund was specifically set up to raise money for the construction of a new Airport Terminal. At the end of 2021 this fund had \$2,729,049 in reserve.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

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 award the Architectural Design to another firm identified and ranked below the recommended firm. That is not being recommended as the Evaluation Committee comprised of Senior Administration spend 7 days independently evaluating the proposals and then interviewing the top 3 proposals in order to bring a unanimous recommendation to Council that recommended the selected firm.

PUBLIC NOTICE:

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

ATTACHMENTS:

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Written by: Director of Public Works

Approved by: Director of Public Works & City Manager

TITLE: 2022 Dust Suppression Program

DATE: **May 3, 2022**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That Bylaw No. 15 of 2022 be introduced and given three (3) readings.

TOPIC & PURPOSE:

The purpose of this report is to seek Council's approval for the 2022 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) 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 April 28, 2022 City Page of the Prince Albert Daily Herald.

- 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) 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 2021 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 2022 set at \$1.20 per foot frontage of street and \$0.92 per foot frontage of lane per application.

CONSULTATIONS:

Administration consulted the City Solicitor, Communications, City Clerk's office and Finance in the creation of the report and bylaw for the 2022 Dust Suppression Program.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

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

- Notice in Prince Albert Daily Herald – on April 28, 2022. A copy of the notice (Prince Albert Daily Herald Dust Suppression Ad) is attached.
- Notice posted in Bulletin Board in City Hall – on April 28, 2022.
- Notice posted on City's Website – on April 28, 2022.

All the notices were published on April 28, 2022 and closed on May 10, 2022 at 4:45 P.M.

Public Works received one request regarding adding a street to the Dust Suppression Program for 2022, which had been included in the Public Notice list prior to the April 28, 2022 Public Notice.

FINANCIAL IMPLICATIONS:

A budget of \$70,180 has been included in the 2022 Operating Budget for the completion of the dust suppression program.

PRIVACY IMPLICATIONS:

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

Foster active and healthy community. The implementation of the 2022 Dust Suppression Program will help maintain a satisfactory driving condition on the gravel roads and eliminate dust related issues.

OFFICIAL COMMUNITY PLAN:

The completion of the 2022 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 April 28, 2022.
- Notice posted in Bulletin Board in City Hall – on April 28, 2022.
- Notice posted on City's Website – on April 28, 2022.

ATTACHMENTS:

1. 2022 Dust Suppression Bylaw
2. Schedule A to Bylaw 15 of 2022
3. Prince Albert Daily Herald Dust Suppression Notice

Written by: Jeff Da Silva, Operations Manager

Approved by: Director of Public Works and City Manager

CITY OF PRINCE ALBERT BYLAW NO. 15 OF 2022

A Bylaw of The City of Prince Albert to establish the 2022 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 2022, 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 2022 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 - \$0.92 per foot frontage per application.

3. That the 2022 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 - \$1.20 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 \$55,000 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, 2023, 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. 10 of 2021 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. 2022.

READ A SECOND TIME THIS DAY OF , A.D. 2022.

READ A THIRD TIME AND PASSED THIS DAY OF , A.D. 2022.

MAYOR

CITY CLERK

Schedule A to Bylaw 15 of 2022

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
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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 2022 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:

- \$1.20 per foot frontage of **street** for dust suppression or stabilization to provide a dust free surface per application.
- \$0.92 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 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

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
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West Flat Avenues				
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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

Written objections or suggested additions to this Program should be filed with the Director of Public Works by Tuesday, May 10th, 2022 at 4:45 p.m. Please call (306) 953-4900 for submission arrangement.

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 10th, 2022 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 (306) 953-4900.

Issued at Prince Albert this 28th day of April, 2022

Terri Mercier CITY CLERK

RPT 22-204

TITLE: 2022 Encapsulation Cell Monitoring

DATE: **May 4, 2022**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That administration award the professional services agreement for the 2022 Groundwater Monitoring and Sampling to Wood Environment & Infrastructure Solutions of Saskatoon for an estimated \$10,840 plus \$542 GST and \$650.40 PST taxes.
2. That the Mayor and City Clerk be authorized to execute the Professional Services Agreement, and any other applicable documents on behalf of the City once prepared.

TOPIC & PURPOSE:

To complete the required monitoring and reporting for the encapsulation cell constructed by the City at the bioreactor site as per regulatory approvals.

BACKGROUND:

As a means of facilitating development within the City, Administration partnered up in the completion of a corrective action plan and the construction of an encapsulation cell at the City owned bioreactor site. A component of the approval process for the construction of this disposal facility includes monitoring and reporting to be completed by qualified professionals.

PROPOSED APPROACH AND RATIONALE:

A requirement of the approval for the construction and operation of the encapsulation cell at the bioreactor is to complete annual groundwater monitoring and reporting for the site. In order to complete the monitoring samples will need to be taken and analyzed by a qualified laboratory.

A qualified professional will complete the annual reporting in accordance with the permit to operate.

As previously discussed with City Council, Administrations' intent is to complete this season of groundwater monitoring at this site and, assuming the findings match the previous years' findings, an application will be made to the Ministry of Environment to reduce the monitoring frequency of the site in order to save the cost of annual monitoring while still meeting the intent of the environmental controls on site.

CONSULTATIONS:

In the creation of the corrective action plan and encapsulation cell, the City consulted with industry professionals and provincial regulators for all necessary approvals and permits as well as an approved ongoing monitoring plan.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once the monitoring and report is completed, the City will submit to the provincial regulator for review.

FINANCIAL IMPLICATIONS:

The 2022 Budget for environmental monitoring for the encapsulation cell is \$11,000.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no Policy, Privacy or Official Community Plan implications.

STRATEGIC PLAN:

This project supports the Core Value of Innovation by planning for and using best practices to provide effective service today and foster long term investment in the City.

OPTIONS TO RECOMMENDATION:

There are no options to the recommendation.

PUBLIC NOTICE:

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

PRESENTATION: None.

ATTACHMENTS: None

Written by: Jeff Da Silva, Operations Manager

Approved by: Director of Public Works & City Manager



TITLE: Prince Albert Golf & Curling Centre - Concession Proposal

DATE: May 10, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That a Bill of Sale between the City of Prince Albert and the Prince Albert Golf & Curling Club for the Concession Building located between the 7th & 8th holes at Cooke Municipal Golf Course be approved.

That the Mayor and City Clerk be authorized to execute Legal Documents on behalf of the City once prepared.

TOPIC & PURPOSE:

The purpose of the report is to proceed with a Bill of Sale with the Prince Albert Golf & Curling Club for the Cooke Municipal Golf Course Concession Building.

BACKGROUND:

City Council previously gave consideration to this Concession location during the 2017 Budget Committee deliberations. During the 2012-2016 seasons the operation ran at an average deficit of \$14,300. The major implications related to Staff Wages, Merchandise for Resale and limited revenues. As a result, a report was provided in advance of the 2017 Golf Season at Cooke Municipal Golf Course.

Upon review of the report, the following resolution was approved at the April 24, 2017 City Council meeting:

1. *That the City close the 7th Hole Concession at the Cooke Municipal Golf Course effective the 2017 golf season, and;*

2. *That Administration negotiate a new Golf Cart Service Agreement with the Prince Albert Golf and Curling Club Inc., for approval by City Council, prior to the 2018 golf season, and;*
3. *That the Letter of Understanding between the City and the Prince Albert Golf and Curling Club Inc. to modify the terms conditions of the existing Golf Cart Service and Lease Agreement, be approved, and;*
4. *That the Mayor and City Clerk be authorized to execute the Letter of Understanding with the Prince Albert Golf and Curling Club Inc. on behalf of the City, once prepared.*

The Prince Albert Golf & Curling Club continues to provide all Food & Beverage Services at and on the Cooke Municipal Golf Course through the Food & Beverage Cart Service Agreement and through the Rock & Iron operation.

PROPOSED APPROACH AND RATIONALE:

The proposal from the Prince Albert Golf & Curling Club was submitted for consideration at the April 11th, 2022 Executive Committee. A copy of their proposal is attached.

Some highlights include:

- Proposal is for Ownership of the Concession Building.
- The Prince Albert Golf & Curling Club has submitted an offer of \$1.00 for the disposition of the asset. The advantages to the City of Prince Albert include no obligations to maintain the building and operate the washrooms. The proposal does not expose the City to any further operational deficits.
- The Prince Albert Golf & Curling Club currently holds the Liquor Permit for the Golf Course and provides on course food and beverage services.
- The Prince Albert Golf & Curling Club will provide staffing resources, inventory for resale, operate & maintain the concession equipment, building and washrooms.

Should the sale be approved it would be a beneficial service to the patrons, visitors and event hosts at Cooke Municipal Golf Course without financial risk to the City.

CONSULTATIONS:

In advance of the 2017 Golf Season the City notified CUPE 882 regarding the pending closure of the Concession location. No impacts to CUPE 882 staff were experienced as a result of the closure. The permanent classifications of Concession Manager and Assistant Concession Manager were not affected by the closure as their primary duties continued within the other

concession locations. The non-permanent classifications were also reallocated to the other seasonal concession locations.

CUPE 882 requested that they remain informed of the Prince Albert Golf & Curling Club's proposal. The Community Services Department further advised the CUPE 882 Executive that the current request had been received and would be presented by the Prince Albert Golf & Curling Club at the April 11th, 2022 Executive Committee meeting. The Community Services Department also met with the CUPE 882 President and Vice President on May 5th, 2022. CUPE 882 communicated that there are no concerns with the proposal proceeding.

Consultation is underway with the City Solicitor to draft the appropriate Bill of Sale for the Asset prior to being executed by the respective parties.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Upon approval, the appropriate arrangements will be made to execute the agreement.

The Community Services Department will also work directly with the Prince Albert Golf & Curling Club toward a final transfer of ownership and re-grand opening date.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy, financial, privacy or Official Community Plan implications.

STRATEGIC PLAN:

The report aligns with the Strategic Goals of Fiscal Management & Accountability and of being an Active & Caring Community. The City strives to provide high quality services to meet the dynamic needs and expectations of our citizens and user groups.

OPTIONS TO RECOMMENDATION:

1. City Council may choose to not consider the proposal submitted by the Prince Albert Golf & Curling Club. Under this option the Concession Building would remain closed until further notice.

PUBLIC NOTICE:

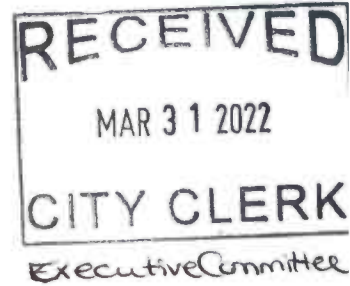
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

ATTACHMENTS:

1. PAG&CC - Golf Course Concession Proposal

Written by: Jody Boulet, Director of Community Services

Approved by: Acting City Manager



**PRINCE ALBERT
GOLF AND CURLING CENTRE
PROPOSAL
Hole 8 Concession Shack**

**Recommended
Disposition:**

Refer to
community services
for review & report

PAGCC MISSION STATEMENT

The Prince Albert Golf and Curling Centre provides a welcoming, accessible, year-round environment for people of all ages and abilities to build friendships, sportsmanship and skill development through sports, social and leisure activities.

The PAG&CC has been in business and partnering with the City of Prince Albert for fifty plus years and has a great working relationship, finding operational and revenue-generating opportunities to enhance the recreational amenity of our Cooke Municipal Golf Course to the community and its visitors.

INTRODUCTION

Hole 8 concession shack has been closed for a number of golf seasons. The PAG&CC understands that the City has made the decision to permanently close its operation of the concession shack because of consistent operating losses ranging from \$10,000 - \$20,000 annually. We believe the PAG&CC could itself reopen and operate the shack thus providing food, beverages and safe clean washroom facilities to enhance the golf experience on the course.

ISSUE

Both the City and our PAG&CC board have had several requests from our members and city golfers to reopen this facility. PAG&CC holds the Liquor permit for the golf course and has purchased three beverages carts to provide golfers snack and beverage refreshments while golfing through the Food & Beverage Cart Agreement with the City. Additionally, the PAG&CC already provides food and beverage service at our PAG&CC owned Club House and Concession. The opening of the Hole 8 concession will be welcomed by golfers and help maintain safe clean washroom facilities. While we recognize PAG&CC is unlikely to fair better financially from our operation of the 8th Hole

Concession we believe it would provide a valuable service to our members and visitors as well as make Cooke Municipal Golf course even more attractive as a tourist destination. We also feel it would be an important asset during tournament play and assist in showcasing Cooke Municipal golf course to the rest of the golf world.

SOLUTION

We propose that the PAG&CC purchase the Hole 8 Concession shack and concession equipment for a nominal fee. PAG&CC will be responsible for maintenance, security and utility costs.

PAG&CC will be responsible for all staffing, providing all food and beverage product plus cleaning product for the daily cleaning. We will also look after arrangements for opening/closing and maintaining the washroom facilities.

The Rock and Iron has an excellent staff with exceptional skills in the food and beverage industry. The Hole 8 shack would be an extension of our patio concession offering beverages and quick prep food - sandwiches, nachos, chips, bars, hot dogs, smokies, pizza and burgers. (Menu not confirmed) Exploring the opportunity to sell ice cream.

PAG&CC would as the new owner of these assets retain all revenues to off-set PAG&CC costs of operating the concession.

We would plan to operate the concession with 2 -2.5 extra PAG&CC staff:

Projected staffing costs:

\$13 per hour for seven months - \$18, 928

Total \$ 56,784

Starting date:

We would like to start as soon as possible with the opening of the course.

Closing date:

We anticipate the closure of the concession to coincide with golf course closure.

Day Hours –

Will need to be flexible – re: weather/tournaments.

Projected hours 10 am to 7 pm

CONCLUSION

We believe offering food and beverage service again at the 8th hole is a benefit that will be enjoyed by our members and all patrons who come to golf our beautiful course.

We see very little risk for the city, the building has not been utilized for the past number of years and when last operational had experienced substantial yearly deficits. PAGCC will assume some extra costs with increased staffing, maintenance, utilities and security costs.

Thank you for your consideration of this proposal and we look forward to working together to continue to provide ways to offer the best possible service to our members and all patrons who enjoy our facilities and Cooke Municipal golf course.

Contact Information:



Mel Kelley

kelley.blmm@sasktel.net

Jackie Packet

impacket@gmail.com

Darcy Myers

dmyers@citypa.com

900 - 22nd Street East
Prince Albert, SK
S6V 1P1



TITLE: Small World Day Care Lease Agreement – East End Community Club

DATE: May 4, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That a Lease Agreement with Small World Day Care Co-operative Inc. for 3,480 square feet of multi-purpose space located within the East End Community Club Hall, be Three (3) years, commencing July 1, 2022 to June 30, 2025; with a 2 year renewal option.
2. That the Mayor and City Clerk be authorized to execute the Lease Agreement on behalf of the City, once prepared.

TOPIC & PURPOSE:

Requesting that City Council approve the Lease Agreement with Small World Daycare for 3,480 square feet of multi-purpose space located within the East End Community Club Hall

BACKGROUND:

Small World Daycare Co-operative Inc. is a registered non-profit organization that provides Daycare services for residents of Prince Albert. The organization has been Leasing space at the East End Community Club Hall for the past 25 years.

PROPOSED APPROACH AND RATIONALE:

Term

- A Three (3) year agreement commencing July 1, 2022 to June 30, 2025 with a 2 year renewal option
- Building must be utilized solely for the purpose of providing Daycare services.

Rent

- Rent is currently \$1,119.61 per month plus GST of \$55.99 for a total of \$1,175.60 per month.
- Rent is increased on an annual basis to reflect increases in the Consumer Price Index.

City's Covenants

- The City will be responsible for all Heating, Ventilation and Air Conditioning maintenance and replacement.
- The City is responsible for the water bill pending that the tenant uses reasonable economies.

Small World Day Care's Covenants

- The Daycare is responsible for all energy and electrical utilities
- The Daycare is responsible for telephone and internet service
- The Daycare is responsible for all general interior maintenance and any renovations or remodeling must be approved by the City.
- The Daycare is responsible to work with the East End Community Club on snow removal.
- The Daycare cannot erect any fencing or signage without approval from the City.
- The Daycare is responsible for all damages caused by its members or invited guests.

Other Items

- The Daycare must maintain public liability insurance in a minimum amount of 5 Million Dollars and must list the City of Prince Albert as an additional insured.
- The Daycare must insure all the contents inside the building.
- The Daycare must notify the City of any damages to the property or any claims arising out of the occupation of the land.
- If the rent or any other payment to the city is not paid within 30 days the City can take over the premises.
- The City can take over the building at any time with 90 days' notice.

CONSULTATIONS:

Administration consulted with Small World Daycare to ensure the proposed terms of the agreement met their expectations prior to final approval from City Council.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Small World Daycare will be notified once the agreement is approved by City Council and the execution process of the agreement will begin. The agreement will become effective as of July 1st, 2022.

FINANCIAL IMPLICATIONS:

If approved The City will receive \$1,142.00 per month plus GST in rental revenue starting on July 1, 2022.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options to the recommendation, Policy Implications, Privacy Implications or other considerations at this time.

STRATEGIC PLAN:Active & Caring Community

The City of Prince Albert is assisting local not for profit groups with their ability to provide quality services that benefit our community.

OFFICIAL COMMUNITY PLAN:

The objectives of the agreement are in line with the OCP in that it provides an opportunity to support a long standing non-profit organization with funding stability and Daycare space to help meet the Daycare services for the citizens of Prince Albert.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Small World Day Care Cooperative Inc. Lease Agreement

Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services & City Manager

LEASE AGREEMENT

THIS AGREEMENT MADE as of the 1st day of July, A.D., 2022.

BETWEEN:

THE CITY OF PRINCE ALBERT a municipal corporation in the Province of Saskatchewan, (hereinafter called "the Landlord")

- and -

SMALL WORLD DAY CARE CO-OPERATIVE INC., a registered non-profit corporation of the City of Prince Albert in the Province of Saskatchewan, (hereinafter called "the Tenant")

WHEREAS the Landlord owns the land and building (hereinafter called the "Building") situated at 205 10th Avenue East in Prince Albert located on land legally described as:

Parcel B, Block 4, Plan 76PA22088
Civic address: 205 10th Avenue East

AND WHEREAS the Landlord, and the Tenant, had previously entered into a lease agreement effective July 1, 2019.

AND WHEREAS the Tenant has agreed to continue to lease from the Landlord, which has agreed to lease to the Tenant all that portion of the Building comprising an area of Three Thousand Four Hundred Eighty (3,480) square feet of multi-purpose space being more particularly as shown outlined in red for the floor layout plans attached hereto and marked Schedule "A", (the said multi-purpose space hereinafter called the "Leased Premises"), under the new terms contained herein;

NOW THEREFORE, this indenture witnessed that in pursuance of the aforesaid Agreement and in consideration of the rents, covenants, agreements and conditions hereinafter reserved and contained on the part of the Landlord and the Tenant

to be respectively paid, kept, observed and performed, the Landlord does demise and Lease unto the Tenant the Leased Premises on the following terms and conditions:

1. INTENT OF LEASE

It is the intent of the parties that the base rent shall exclude all utilities except for water services. The Tenant shall be responsible for all other services to the Leased Premises, applicable goods and services tax, provincial sales tax, municipal, land and building taxes and assessments on the demised premises levied by the City of Prince Albert, and any other specific tax or levies arising in respect to the business operation of the Tenant.

2. TERM

- (a) to have and to hold the Leased Premises unto the Tenant for a term of three (3) years, to be computed from the 1st day of July, 2022 (hereinafter referred to as the "Commencement Date"), and from thenceforth next ensuing and fully to be complete and ended on the 30th day of June, 2025 (the "Term"), subject to earlier termination as hereinafter described.
- (b) In the event that the Tenant is in full compliance with the terms and conditions of the within Lease, it shall have the option of renewing one time, the within lease, for a further two (2) years upon the same terms and conditions as set out herein, save and except for the base rent which shall be agreed upon in writing (dated and signed) by the parties, not later than March 1, 2025.
- (c) In the event that the Tenant wishes to renew the lease term, it shall notify the Landlord of its intention to do so, in writing, prior to December 1, 2024.
- (d) In the event that the Tenant does not so notify the Landlord prior to December 1, 2024, or failing such written agreement respecting base rent prior to March 1, 2025, the Landlord shall have access to the premises for the purpose of renting the same to any party and shall be entitled to prominently display upon the premises that they are available for rent.

3. RENT

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

- (a) by equal monthly payments of One Thousand One Hundred and Forty-Two Dollars (\$1,142.00) plus GST during the first year of the term of this Lease payable on the first day of the month, in advance, commencing the 1st day of July, 2022; and thereafter the annual rent shall be increased by Two (2.0%) per cent of the annual base rent on each anniversary date during the remaining term of the Lease or any renewal thereof. It is further understood and agreed that the Tenant shall be responsible to pay any Goods and Services Tax (GST) which may apply.
- (b) all back rent from July 1, 2019, the effective date of the previous lease agreement, to July 1st, 2022 shall be paid upon signing of this Lease Agreement.
- (c) all amounts shall become due and payable pursuant under this Lease, as additional rent, to be paid by the Tenant to the Landlord at such place as the Landlord may designate from time to time, without any prior demand for them. Additional rent means all charges or fees which may be chargeable against the Landlord because of the use and occupation of the premises by the Tenant and any other costs, charges or expenses which may be payable by or recoverable from the Tenant.

4. NATURE OF BUSINESS

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

5. COMPLIANCE AND INDEMNIFICATION

The Tenant covenants with the Landlord during the term of this Lease or any renewal thereof to comply promptly at its own expense with all laws, ordinances, regulations, requirements and municipal and other authorities, and all notices in pursuance of same, whether served upon the Landlord or the Tenant, and to indemnify and save harmless the Landlord from and against all any manner of actions or causes of action, damages, loss, cost or expenses, which the Landlord may sustain, incur or be put to by reason of:

- (i) Any breach, violation or non-performance of any covenant or proviso hereof on the part of the Tenant;
- (ii) Any damage to property occasioned by the use and occupation of the Leased

Premises;

- (iii) Any injury to person or persons including death resulting at any time therefrom occurring in or about the Leased Premises pathways, parking lots, or driveways adjacent thereof; or
- (iv) Any claim that may be made regarding a defective or faulty product, part, workmanship, or service arising from the business of the Tenant.

Such indemnification in respect of any breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease or any renewal thereof, shall survive any termination of this Lease anything in this Lease to the contrary notwithstanding; provided however, that such indemnification shall in no event extend to the direct primary and proximate results of the negligence, reckless or wilful conduct of the Landlord, its agents, employees or representatives.

6. TENANTS COVENANTS

The Tenant further covenants with the Landlord during the term of this Lease or any renewal thereof:

Rent

- (a) to pay the Rent hereby reserved in this Lease at the times and in the manner hereinbefore mentioned for payment of the same, without deduction, setoff or variation whatsoever.
- (b) to pay all municipal, land and building taxes and assessments on the demised premises levied by the City of Prince Albert, and to pay the appropriate authorities any business and other taxes, charges, license fees, rates, duties and assessments levied, rated, imposed, charged, or assessed against or in respect of the Tenant's personal property, trade fixtures, furniture and facilities of the Tenant or the business or income of the Tenant on or from the Leased Premises if, as and when the same become due, and will indemnify and keep indemnified the Landlord from and against all payment of these costs, charges, and expenses occasioned by or arising from any and all such taxes, license fees, rates, duties and assessments.
- (c) to request permission prior to any interior construction, remodelling, alterations, or additions of or to the Leased Premises only as authorized in writing by the Landlord and then in a good, substantial and workmanlike manner, all of which shall be at the Tenant's own expense.
- (d) at the termination or expiry of this Lease to yield up the Leased Premises in such repair as is consistent only with any obligations of the Tenant to repair

specifically contained in this Lease.

Telephone & Internet Service

- (e) to pay and discharge as soon as due, telephone and Internet service charges for the Leased Premises.

Building Maintenance

- (f) to procure, pay for and provide to the Leased Premises, electric current and natural gas for normal use by the Tenant.

Repair

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

Signs

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

Nuisance

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

Use

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

Janitorial Services

- (k) that the Tenant shall provide janitorial services to the Leased Premises to be covered under maintenance and operating costs for the building.

Grounds Maintenance

- (l) The Tenant shall keep the pathways, driveways, and parking lots of the Building, clean and free from snow, ice, dirt and rubbish to the satisfaction of the Landlord. The Tenant shall work in conjunction with the Landlord to coordinate the Grounds Maintenance.

Insurance

- (m) to obtain the following insurance coverage upon commencement of the term and keep insured with an insurer or insurers satisfactory to the Landlord at the sole cost and expense of the Tenant, for the mutual benefit of the Landlord and the Tenant, jointly and severally:
 - (i) general liability coverage that includes director and officer liability coverage in an amount of not less than five million dollars (\$5 million) per occurrence. The City of Prince Albert shall be listed as an additional insured party and a fifteen (15) day notice of cancellation shall be incorporated into the insurance coverage with a certificate of insurance provided to the Landlord as proof of compliance.
 - (ii) tenants legal liability coverage for the space occupied by the Tenant in an amount of not less \$500,000.00. The City of Prince Albert shall be listed as an additional insured party and a fifteen (15) day notice of cancellation shall be incorporated into the insurance coverage with a certificate of insurance provided to the Landlord as proof of compliance.
- (n) not to do or suffer to be done on the Leased Premises anything without the written consent of the Landlord whereby any of the policies of insurance issued with respect to the Leased Premises may be rendered void or voidable by the insurers of the premiums paid therefor increased.

Assignment

- (o) The Tenant shall NOT have the right to transfer or assign this lease or to sublet any or all of the premises, and Tenant hereby covenants not to assign or sublet or part with the possession of the Leased Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, provided that no assignment or subletting will relieve the tenant from its obligations hereunder.

Liens

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

7. LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows:

Quiet Possession

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

Insurance

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

Building Maintenance

- (c) provide, maintain and repair suitable and adequate cooling and ventilation equipment, heating apparatus, pipes and equipment for supplying heat to the Leased Premises.
- (d) that the drains, plumbing, electric wiring, gas lines, heating and lighting systems therein, are in good and substantial repair for the Tenant's purposes.
- (e) to repair, maintain and replace as necessary, all items situated on the Leased Premises not specifically required to be completed by the Tenant under the provisions of this Lease.
- (f) to provide and hereby grants to the Tenant and its agents, employees, servants, invitees and licensees the right of reasonable access through the Building to the Leased Premises for their use in accordance with their purposes. The Landlord shall maintain in good repair and condition and keep adequately Lighted such means of access.
- (g) all relevant statutes, by-laws, rules, regulations and orders of any Dominion, provincial, municipal or other applicable authorities, including all fire regulations and requirements of all relevant municipal zoning and building by-laws; and all applicable standards

of the National Building Code of Canada.

- (h) that all persons engaged by the Landlord for the purpose of executing any repairs shall be subject to the direction of the Tenant as to the time in which the repairs shall be executed and such repairs shall be executed in such a way as will cause the least inconvenience to the Tenant.

8. MUTUAL COVENANTS

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

Default

- (a) If the Tenant shall be in default in any of its covenants hereunder except the covenant to pay rent, the Landlord may give the Tenant notice in writing stating the said default with reasonably sufficient particulars and requiring the said default to be remedied, and if such default is not remedied by the Tenant within ten (10) days after the receipt of such notice or such longer period as may be reasonably necessary in view of the nature of the default, the Landlord may at its option either enter into and upon the said demised premises or any part thereof to repossess the premises in its former state and the said lease shall be terminated, or may itself take such steps as may be necessary to remedy and correct such defaults and may thereupon charge the total costs and expenses incurred in so doing to the Tenant, and the Tenant hereby covenants that all such costs and expenses incurred by the Landlord are additional rent, and if unpaid by the Tenant shall be recoverable by the Landlord, as if they were in arrears under the terms of this Lease.
- (b) Provided always that it is the true intent and meaning of these present and of the parties hereto, that if the said rent or any part thereof shall be in arrears and unpaid for a period of ten (10) days next after any day on which it ought to have been paid or if the Tenant shall fail any observance of any of the covenants and agreements herein reserved and contained, the Landlord may re-enter the premises or any part thereof and re-possess them as in its former state and to expel the Tenant and any other occupier from the premises, anything in this Lease to the contrary notwithstanding, and thenceforth these presents at the option of the Landlord shall be void.

Overflow, leakage and Accident

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

any damage, loss or expense that may be suffered or incurred.

Indemnity

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

Examination and Acceptance of Premises

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

Fixtures

- (f) that the Tenant may maintain such furniture, fixtures and equipment within the Leased Premises as it may require for its business therein, except that all changes, alterations, additions and improvements shall comply with all statutes, regulations or bylaws of any municipal, provincial, federal or other authority; and further the Tenants will ensure that the insurance policies covering the leased premises will not thereby be subject to avoidance or cancellation by the insurer. The Tenant may remove those items of furniture, fixtures and equipment upon termination of the Lease as agreed to by the parties upon, and in the event of such removal, the Tenant shall repair any structural damage caused to the Leased Premises to the satisfaction of the Landlord.

Damages or Destruction of Building and Premises

- (g) If during the term hereby demised or any renewal thereof, the Leased Premises or any building in which the Leased Premises are suitable shall be destroyed or damaged by fire or the elements, the following provisions shall have effect:
- (h) If the Leased Premises shall be so badly injured as to be unfit for occupancy and to be incapable within reasonable diligence of being repaired and rendered fit for occupation within ninety (90) days from the happening of such injury, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Tenant shall immediately surrender the same and yield up possession

of the Leased Premises to the Landlord, and the rent hereunder shall be apportioned and paid to the date of such termination;

- (i) If the Leased Premises shall be capable within reasonable diligence of being repaired and rendered fit for occupation within ninety (90) days from the happening of such injury as aforesaid but, if the damage is such to render the Leased Premises wholly unfit for occupation, then the rent hereby reserved shall not run or accrue after such injury or while the process of repair is going on, and the Landlord shall repair the same within all reasonable speed and the rent shall recommence immediately after such repairs shall be completed and the premises rendered fit for occupation;
- (j) If the Leased Premises can be repaired within ninety (90) days as aforesaid and, if the damage is such that the said premises are capable of being partially used, then until such repairs shall have been made to the extent of enabling the use of the damaged portion of the premises, the rent shall abate in the proportion that the part of the Leased Premises, rendered unit for occupation bears to the whole of the Leased Premises and the amount of the abatement shall in the event of the parties not being able to agree thereon, be determined by arbitration pursuant to provision 8(k) hereof.

Arbitration

- (k) In the event that a dispute arises between the Landlord and the Tenant, in relation to the interpretation or application of the within lease, such disagreement shall be arbitrated according to the provisions of *The Arbitration Act* for the Province of Saskatchewan, subject to the proviso that the matter of disagreement shall be determined by a single Arbitrator selected by the parties, or in the event that the parties cannot reach an agreement as to the identity of such single Arbitrator, such Arbitrator may be identified by application of either party to the Court of Queen's Bench in that regard. The costs of such arbitration process shall be presumed to be shared equally by the parties, unless in the Arbitrator's unfettered discretion, the Arbitrator rules that a different sharing of the Arbitration process expenses is appropriate, in which event any sum owing by the Tenant to the Landlord shall be treated as additional rent under the provisions of the lease, and any such amount owing by one party to the other shall be due and payable forthwith upon issuance of the Arbitrator's ruling.

Over-Holding

- (l) that if the Tenant shall hold over and continue to occupy the Leased Premises after the expiration of the term hereby granted or any renewal thereof and the Landlord shall accept rent at the rate hereby reserved, the

tenancy thereby created shall be month to month only subject to all of the covenants, agreements, conditions, provision, and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

Remedy

- (m) that time is of the essence of this Lease and of every term and provision hereof and no waiver by the Landlord or any breach by the Tenant shall be deemed a waiver of or in any way affect or prejudice the rights and remedies of the Landlord in respect of any future or other breach of the covenants or obligations on the part of the Tenant herein contained.
- (n) interest shall be payable and compounded with, and added to the principal sum owing by one party to the other pursuant to the terms of this Agreement, and shall thereafter constitute a part of the sum hereunder and shall accrue interest at a compounded interest rate of 1.5 percent per month, being 19.56 percent per annum, from a date sixty (60) days after the date of invoice, or in the event of rent, from the date same is due and owing, and continuing until payment is made.

Notice

- (o) that any notice which is required to be given under the terms of this Lease may be effectually given by the Parties hereto by mailing the same by registered mail as follows:

Tenant's Address: Small World Day Care Cooperative Inc.
 205 10th Avenue East
 Prince Albert, SK S6V 5T3

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

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

Sale, Lease, or Assignment by Landlord

- (p) In the event of the sale or lease by the Landlord of the premises, or a portion thereof which contains the leased premises, or the assignment by the

Landlord of this lease or any interest of the Landlord hereunder, the Landlord shall, to the extent of such purchaser, lessee under such lease, or assignee, assume the covenants and obligations of the Landlord hereunder, be freed and relieved of liability pursuant to such covenants and obligations without further agreement. The Tenant shall from time to time, at the request of the Landlord, certify or acknowledge to any actual proposed mortgagee, purchaser, lessee or assignee, the status and validity of this lease, and the state of the Landlord's and Tenant's account hereunder.

9. TERMINATION

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

10. RELATIONSHIP CREATED

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

11. AMENDMENT OF LEASE

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

12. TERMS, COVENANTS AND CONDITIONS INVALID

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

13. GOVERNING LAW

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

14. ENTIRE AGREEMENT

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

15. ENUREMENT

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

16. PARAGRAPH HEADINGS

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

17. EFFECTIVE DATE

The Landlord and the Tenant agree that notwithstanding this Agreement may be signed at a later date, the effective date shall be July 1st, 2022.

IN WITNESS WHEREOF The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this day of , A.D. 2022.

THE CITY OF PRINCE ALBERT

MAYOR

(seal)

CITY CLERK

IN WITNESS WHEREOF Small World Day Care Co-operative Inc. has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this day of , A.D. 2019.

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

DECLARATION

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

1. That I have been appointed by the Board of Directors as an Officer of _____ (name of Corporation).

2. That, pursuant to the Corporation’s Bylaws and/or Board Resolution, I am authorized by the Corporation to execute all contracts, documents or instruments in writing generally required by the corporation, or to sign specific contracts, documents or instruments in writing, and all such contracts, documents or instruments in writing so signed are binding upon the Corporation without any further authorization or formality.

3. That I have been specifically authorized to execute the within or annexed document.

4. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

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

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

TITLE: LFP Naming Rights Agreement

DATE: **May 5, 2022**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Lakeland Ford Park Naming Rights agreement with The Cook Family in the amount of \$3,000 per year for (3) years from the date of signing to December 31, 2024 be approved,
2. That the Mayor and City Clerk be authorized to execute the attached sponsorship agreement on behalf of the City of Prince Albert.

TOPIC & PURPOSE:

The purpose of this report is to outline the renewal of a naming rights agreement for Lakeland Ford Park which will provide further resources to upgrade the park which is owned by the City of Prince Albert and operated by the Prince Albert Slo-Pitch League.

BACKGROUND:

The City of Prince Albert and Prince Albert Slo-Pitch league operate under a License Agreement for Lakeland Ford Park. In 2016 the League and Community Services Department developed a Sponsorship Plan for the former Downtown Lions Park 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 building all have sponsorship components resulting in \$32,000 being available annually for improvements. These improvements have included shale replacement on all diamonds, construction of a new washroom building, some fencing repairs and improved security in the concession building. Recently a request was made from the PA Slo-Pitch League Reserve for steel tables in the concession area of the park.

The Cook Family initially signed a 3-year agreement in 2017 to sponsor a diamond in the name of their late son, Zach, who died from cancer. They fulfilled that agreement and are anxious to renew to keep their son's name prominent in the slo-ptich community.

PROPOSED APPROACH AND RATIONALE:

Upgrades at Lakeland Ford Park in the near future will include replacing and maintaining fencing for the facility, upgrading equipment and other improvements as identified by the PA Slo-Pitch League in reference with the City of Prince Albert.

CONSULTATIONS:

The Prince Albert Slo-Pitch League supported by the Community Services Department, confirmed with Jim Cook about renewing this naming rights at Lakeland Ford Park.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Signage identifying the Zach Cook Diamond will remain for the duration of the agreement and the diamond will continue to be referred to as the Zach Cook Diamond on the city website and in league correspondence.

POLICY IMPLICATIONS:

The Sponsorship Plan for Lakeland Ford Park was developed in conjunction with the City's Naming Rights & Sponsorship Policy.

FINANCIAL IMPLICATIONS:

The sponsorship of this diamond will provide a total of \$9,000 over the term of the agreement for the PA Slo-Pitch League to continue to improve the facility at Lakeland Ford Park.

Since the Lakeland Ford Park Sponsorship Plan began a total of \$202,500 has been realized in funds raised for improvements to the facility.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no privacy implications, Official Community Plan implications or options to the recommendation.

STRATEGIC PLAN:

Fiscal Management & Accountability: The development of a Sponsorship Plan for Lakeland Ford Park has provided the opportunity to secure external funding and support for improvements to the facilities and equipment at the park.

PUBLIC NOTICE:

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

PRESENTATION:

None

ATTACHMENTS:

1. Cook Family Agreement 2022-2024

Written by: Bruce Vance, Marketing & Sponsorship Coordinator

Approved by: Director of Community Services and City Manager

Naming Rights Agreement

THIS AGREEMENT made effective as of the _____ day of _____, 202____.

BETWEEN:

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

-and-

JAMES, DONNA, RAYNE & RILEY COOK
Residents of Prince Albert, in the Province of Saskatchewan,
(hereinafter referred to as **The Cook Family**)

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 The Cook Family 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 **The Cook Family** permission and license to create, install and maintain signage on one (1) of the diamonds 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. This diamond will be named the **Zach Cook Field**.
- 1.2 The diamond will be at the discretion of the PA Slo-Pitch League.

ARTICLE 2: CITY OF PRINCE ALBERT UNDERTAKINGS

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

ARTICLE 3: THE COOK FAMILY UNDERTAKINGS

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

ARTICLE 4: MAINTENANCE AND REPAIR

4. **The Cook Family** shall be responsible for the installation, maintenance and repair of all sign structures, specifically The Cook Family 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, **The Cook Family** 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 2022, throughout the period ending December 31, 2024.

ARTICLE 7: SPONSORSHIP FEE

7 In consideration the signage provided in Article 3.1, **The Cook Family** agrees to provide support in the form of financial consideration totalling \$9,000 to the City of Prince Albert as follows:

- i) June 1, 2022 – a sum of Three Thousand Dollars (\$3,000) plus applicable GST for 2022;
- ii) June 1, 2023 - a sum of Three Thousand Dollars (\$3,000) plus applicable GST for 2023;
- iii) June 1, 2024 – a sum of Three Thousand Dollars (\$3,000) plus applicable GST for 2024.

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

James, Donna, Rayne & Riley Cook:

837 Conroy Place
Prince Albert, SK S6V 6Y7
(306) 763-4080

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 The Cook Family 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_____.

THE COOK FAMILY

Per: _____

Per: _____

TITLE: CMGC Sponsorship Agreement

DATE: **May 5, 2022**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Cooke Municipal Golf Course Sponsorship agreement with Affinity Credit Union 2013 in the amount of \$5,000 for 2022 ending December 31, 2022 be approved,
2. That the Cooke Municipal Golf Course Sponsorship agreement with Tipi Fuel Convenience Ltd. In the amount of \$10,000 for the period ending December 31, 2023 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:

The purpose of the report is to receive and approve the proposed Golf Course Sponsorship Agreements and for the Mayor and City Clerk be authorized to execute the agreements on behalf of the City.

BACKGROUND:

The Cooke Municipal Golf Course Sponsorship Plan was approved by City Council on December 15, 2015. This included Hole Sponsorship and other items which may be selected as sponsorship options.

These agreements have been developed using the Naming Rights & Sponsorship Policy and the Cooke Municipal Golf Course Sponsorship Plan.

Since 2016, the Cooke Municipal Golf Course Sponsorship Plan has generated \$579,500 for improvements at the golf course.

PROPOSED APPROACH AND RATIONALE:

Affinity Credit Union. has agreed to renew their sponsorship of Hole #6 for \$5,000 for the 2022 season. Affinity Credit Union was one of the first to sponsor a hole and have recognized the value of being involved with Cooke and have witnessed improvements realized through the program. They have chosen to renew for a single year, as the previous agreement was part of the City of Prince Albert's Financial Institution RFP. That agreement has now expired and will be re-tendered in the coming months. Affinity has indicated if they are successful when they bid on the new RFP they will continue this sponsorship in the years to come.

Tipi Fuel Convenience Ltd has agreed to become a new sponsor of Hole #13 for the 2022 and 2023 seasons. Tipi Fuel is a new business in our community and are exploring marketing options, and were excited to become the final hole sponsor at Cooke. They will consider a longer term in future agreements.

CONSULTATIONS:

- Darcy Myers, Cooke Municipal Golf Course Head Professional
- Andrew Shymchuk, Affinity Credit Union
- Jake Page – Reseller Operations Manager, Tipi Fuel

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The City will execute the commitments outlined in the agreements in conjunction with the sponsor.

POLICY IMPLICATIONS:

This agreement follows the Naming Rights and Sponsorship Policy - #71 April 13, 2015 and the Cooke Municipal Sponsorship Plan – RPT # COMM 15-106 of December 9, 2015.

FINANCIAL IMPLICATIONS:

As per the Naming Rights & Sponsorship Policy, all monies realized through these plans (\$15,000) will be put towards paying off the capital improvements at Cooke Municipal Golf Course.

Since the inception of the Cooke Municipal Golf Course Sponsorship Plan, a total of \$574,500 has been realized for improvements at the course.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no Privacy, Official Community Plan implications or Options to the Recommendation.

STRATEGIC PLAN:

- ***Fiscal Management and Accountability.*** These sponsorship dollars will allow the City and Cooke Municipal Golf Course additional funding to support payment of the cost of recent improvements at the course. These funds reduce the implication on residential property taxes.
- ***Active and Caring Community.*** Cooke Municipal Golf Course is a well-attended facility with the City of Prince Albert as close to 30,000 rounds of golf are played there annually. These participants range in age from youth to seniors. Cooke is a landmark with our community having been established in 1909. This agreement allows the City to continue to nurture this significant asset.

PUBLIC NOTICE:

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

PRESENTATION:

None

ATTACHMENTS:

1. Affinity CU 2022 agreement
2. Tipi Fuel 2022-2023 agreement

Written by: Bruce Vance, Marketing & Sponsorship Coordinator

Approved by: Director of Community Services and 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-

AFFINITY CREDIT UNION 2013. A body corporate, having an office
in Saskatoon, in the Province of Saskatchewan, (hereinafter referred to
as **Affinity Credit Union**)

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 Cooke Municipal Golf Course, 900 22nd St., East.

AND WHEREAS Affinity Credit Union is interested in providing sponsorship to the Cooke Municipal Golf Course 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 **Affinity Credit Union** permission and license to create, install and maintain signage on the 6th Hole at Cooke Municipal Golf Course 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 **Affinity Credit Union** that, upon execution of this Agreement by both Parties, it shall do the following:
- a) Provide space to install advertising at Cooke Municipal Golf Course at Affinity Credit Union's cost as indicated in Section 3.1 below.
 - b) Provide 20 rounds of 18 holes of golf for each year of the agreement.

ARTICLE 3: AFFINITY CREDIT UNION UNDERTAKINGS

- 3.1 **Affinity Credit Union** undertakes and agrees with the City that they shall create, install and maintain signage as follows on the 6th Hole at Cooke Municipal Golf Course:
- a) **Tee Box Signage** – a cast iron sign that will be part of the sign near the tee box of Hole 6.
 - b) **Bench Signage** – a 3' high X 8' wide sign to be either on the front or the back of the bench located near the tee box of Hole 6.
 - c) **Hole Flag** – logo to be imprinted on the flag that is 12" high X 18" wide for Hole 6.
 - d) **Scorecard Advertising** – provide art work for a 56 mm X 108 mm full colour ad on the scorecards.
 - e) **2 Golf Cart Wraps** – professionally designed wrap of 2 Golf Carts from the Cooke Municipal Golf Cart fleet.
 - f) **Create a Legacy Wall signage** – recognition on the new Create a Legacy Signage on the Pro Shop at Cooke Municipal Golf Course.
 - g) **Website** – provide artwork and link to be used on www.cookegolf.ca and the Cooke Golf Course App.
- 3.2 Any variation in the signage descriptions as listed above is to be approved by the City of Prince Albert.
- 3.3 **Affinity Credit Union** provides concepts and artwork to the City of Prince Albert for approval subject to Article 5.

ARTICLE 4: MAINTENANCE AND REPAIR

4. **Affinity Credit Union** shall be responsible for the installation, maintenance and repair of all sign structures, specifically Affinity Credit Union 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, **Affinity Credit Union** shall have the exclusive right to display advertising on the signage within this agreement, specifically, **Affinity Credit Union** 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 1 year beginning upon signing through December 31, 2022.

ARTICLE 7: SPONSORSHIP FEE

- 7 In consideration of the signage provided in Article 3.1, **Affinity Credit Union** agrees to pay the following sponsorship fee to the City of Prince Albert:
- i) June 1, 2022 – a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2022.

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

AFFINITY CREDIT UNION 2013:

Attn:Lindsay Lichtenwald,
Community Relations Manager or Designate,
Campus,
Box 1330,
902 – 7th Avenue North,
Saskatoon, SK. S7K 3P4
(306) 385-4421

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 Affinity Credit Union 2013 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____.

AFFINITY CREDIT UNION 2013

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-

Tipi Fuel Convenience Ltd. A body corporate, having an office in
Saskatoon, in the Province of Saskatchewan, (hereinafter referred to
as **Tipi Fuel**)

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 Cooke Municipal Golf Course, 900 22nd St., East.

AND WHEREAS Tipi Fuel is interested in providing sponsorship to the Cooke Municipal Golf Course 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 **Tipi Fuel** permission and license to create, install and maintain signage on the 13th Hole at Cooke Municipal Golf Course 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 **Tipi Fuel** that, upon execution of this Agreement by both Parties, it shall do the following:
- a) Provide space to install advertising at Cooke Municipal Golf Course at Tipi Fuel's cost as indicated in Section 3.1 below.
 - b) Provide 20 rounds of 18 holes of golf for each year of the agreement.

ARTICLE 3: TIPI FUEL UNDERTAKINGS

3.1 **Tipi Fuel** undertakes and agrees with the City that they shall create, install and maintain signage as follows on the 6th Hole at Cooke Municipal Golf Course:

- a) **Tee Box Signage** – a cast iron sign that will be part of the sign near the tee box of Hole 13.
 - b) **Bench Signage** – a 3’ high X 8’ wide sign to be either on the front or the back of the bench located near the tee box of Hole 13.
 - c) **Hole Flag** – logo to be imprinted on the flag that is 12” high X 18” wide for Hole 13.
 - d) **Scorecard Advertising** – provide art work for a 56 mm X 108 mm full colour ad on the scorecards.
 - e) **2 Golf Cart Wraps** – professionally designed wrap of 2 Golf Carts from the Cooke Municipal Golf Cart fleet.
 - f) **Create a Legacy Wall signage** – recognition on the new Create a Legacy Signage on the Pro Shop at Cooke Municipal Golf Course.
 - g) **Website** – provide artwork and link to be used on www.cookegolf.ca and the Cooke Golf Course App.
- 3.2 Any variation in the signage descriptions as listed above is to be approved by the City of Prince Albert.
- 3.3 **Tipi Fuel** provides concepts and artwork to the City of Prince Albert for approval subject to Article 5.

ARTICLE 4: MAINTENANCE AND REPAIR

4. **Tipi Fuel** shall be responsible for the installation, maintenance and repair of all sign structures, specifically Tipi Fuel 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, **Tipi Fuel** shall have the exclusive right to display advertising on the signage within this agreement, specifically, **Tipi Fuel** 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 2 years beginning upon signing through December 31, 2023.

ARTICLE 7: SPONSORSHIP FEE

- 7 In consideration of the signage provided in Article 3.1, **Tipi Fuel** agrees to pay the following sponsorship fee to the City of Prince Albert:
- i) June 1, 2022 – a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2022.
 - ii) May 1, 2023 – a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2023

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

TIPI FUEL CONVENIENCE LTD.:

Attn: April Roberts-Poitras,
Tipi Fuel Convenience Ltd.,
1499A – 10th Ave. E.,
Prince Albert, SK. S6V 7S6
306-764-8474

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 Tipi Fuel Convenience 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_____.

TIPI FUEL CONVENIENCE LTD.

Per: _____

Per: _____



City of
Prince Albert

RPT 22-196

TITLE: PAC - Housing Program Update

DATE: April 28, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That Administration proceed with an additional Communication Plan to further promote the First Time Home-Buyer Program.

ATTACHMENTS:

1. PAC - Housing Program Update (RPT 22-46)

Written by: Planning Advisory Committee

TITLE: PAC - Housing Program Update

DATE: **January 25, 2022**

TO: Planning Advisory Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That this report providing an update to the Planning Advisory Committee on the Housing Reserve Programs be received as information and filed.

TOPIC & PURPOSE:

The purpose of this report is to update the Planning Advisory Committee on the changes that were made to the current housing programs based on the conversations that took place in 2021 and to introduce a new program that Administration will be preparing for further consultation later this year.

PROPOSED APPROACH AND RATIONALE:

In early 2022, City Administration forwarded a report to City Council for consideration regarding the Housing Reserve Programs. In this report Administration summarized the comments made by the PAC and proposed a number of program changes that reflect them. Administration also proposed a new Housing Reserve Program, the Residential Renovation Program. Please see the attached report for more information.

In quarter 1 and 2 of 2022, Administration will be undertaking further consultation on the Affordable Housing Program in order to better understand who may use it and what needs currently exist (have program needs shifted, become greater, etc.). Additionally, Administration will be preparing the Residential Renovation program, which is based on a number of existing housing programs offered by other organizations and levels of government for review by the PAC. The goal is to have something for further consideration in quarter 3 of 2022.

PUBLIC NOTICE:

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

PRESENTATION:

Verbal by Kristina Karpluk, Planning Manager

ATTACHMENTS:

1. Housing Reserve Programs Report 2022

Written by: Kristina Karpluk, Planning Manager

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



TITLE: Housing Reserve Programs

DATE: January 14, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the First Time Home Buyer Program, funded from the Housing Reserve, be approved subject to finalization by Administration; and
2. That administration proceed with preparing the Residential Renovation Program for consideration at an upcoming Planning Advisory Committee and Executive Committee meeting.

TOPIC & PURPOSE:

The purpose of this report is:

- To approve the First Time Home Buyer Program (formerly the Down Payment Assistance Program), funded out of the Housing Reserve; and
- To introduce a new Housing Reserve Program, the Residential Renovation Program.

BACKGROUND:

In 2021, Administration undertook a comprehensive review of the above noted housing programs, which resulted in multiple in-depth conversations with the Planning Advisory Committee. See attached for a summary of this review and see attached for the original housing programs.

PROPOSED APPROACH AND RATIONALE:

As a result of the attached review, Administration is proposes the following:

1. Affordable Housing Program

See attached for program information.

Based on the comments provided to date, Administration recommends continuing with this program as is. Additionally, Administration will be conducting further public engagement on this topic in order to continue to learn about current affordable housing needs.

At the end of the year a follow up report will be submitted, detailing the year's successes and the results of the further public engagement. At that time, Administration may make recommendations on any changes needed.

2. First Time Home Buyer Program (formerly the Down Payment Assistance Program)

See attached for the original Down Payment Assistance Program information.

Based on the comments provided, Administration recommends the following program changes:

- That the repayment clause be removed;
- That the program language regarding the income and qualifying home cost requirements be simplified and focused on those who can afford a home under \$200,000 (maximum household income of \$80,000);
- That the funds provided by this program to go the approved applicant for one of the following:
 - o To form part of the minimum required down payment (50% of the down payment up to \$5000),
 - o To help cover closing costs (Up to \$2000), or
 - o To help pay for an identified significant/immediate home repair (50% of the value of the work completed up to \$5000), which may include:
 - Replacement/repair of a furnace or secondary heat source, water heater, shingles, windows, wiring, etc., and
 - o To rename the program the "First Time Home Buyer Program"

The rationale behind these changes is to simplify and shift the focus of the program. The original focus was on the applicant, helping someone who needed to meet a very specific set of criteria enter home ownership, and protect the City's investment; over the course of two years, only one applicant came forward who truly met the qualifications and intended focus. By simplifying the program requirements, the new focus becomes an investment in and supporting movement through the housing continuum.

In order ensure this program remains limited to the target market, Administration has set the maximum income level (single or multiple income earners) at \$80,000. As well, the maximum qualifying home value (purchase price) has been set at \$200,000. At this price, a mortgage and property taxes are roughly equivalent in cost to the average rental rate of an apartment or home; a \$200,000 mortgage, with the minimum \$10,000 down payment, amortized over 25 years at 2% is approximately \$840/month. Including property taxes, that brings a monthly payment up to approximately \$1000 (assuming annual property taxes of approx. \$2000).

New to this program is allowing the funds to go towards a significant, immediate home repair. Upon reviewing the homes under \$200,000 that are currently on the market, many require some sort of short term investment, a new furnace, windows, shingles, even the renovation of an illegal or non-conforming secondary suite (to meet the necessary minimum safety standards) and that represents a significant cost, as well as a potential stumbling block for first time home buyers at this income level.

Ultimately, a big part of supporting affordable rental in Prince Albert is helping people enter home ownership, freeing up the rental units. In order to do that, we need to ensure that we consider what a potential new home owner really needs in today's market in order to justify and afford to make the move.

3. Secondary Suite Program

See attached for original program information.

Similar to the Down Payment Assistance Program, the focus of this program resulted in very limited uptake, but the point of the program, to provide funding for the upgrade of secondary suites, remains valid. As a result, Administration is proposing a new program (see below) that could be used to renovate a secondary suite (in addition to the amendments to the above noted program that also allow for secondary suite repair).

Therefore, subject to the review and approval of the Residential Renovation Program, Administration recommends that the Secondary Suite Program be discontinued.

4. Residential Renovation Program

See attached for draft program information.

In considering the comments shared by the PAC, in discussing the current housing market in Prince Albert with industry experts, in reviewing the homes that are on the market and in our experience managing housing programs, permits, orders and applications, the need for a program that provides support for those who already own a home, but are unable to afford more significant or critical renovations or repairs has presented itself.

When we consider the housing market in Prince Albert available to or owned by those who make up to \$80,000, and the barriers that exist that make significant or critical renovations difficult to do (competing needs, cost of construction supplies, cost to hire professionals, etc.) we can see that the quality, even safety, of a home can deteriorate over time. This scenario is true for many people and it can (an does) impact our community in many ways:

- Homes can become dilapidated and attract unwanted behavior;
- Residents may be forced to live in unsafe or unhealthy situations (faulty/broken furnace, faulty wiring, leaky roof, broken windows, no water heater, etc.); and
- Residents, both considering buying or selling, will be faced with addressing these issues and this financial challenge can stall movement through this sector of the housing continuum.

In order to address this, Administration is proposing a new Housing Reserve Program, the Residential Renovation Program, which is intended to help those who meet the necessary criteria pay for significant or critical home repairs, which may include renovations to a secondary suite.

A program of this nature is not unique. Examples exist that Administration has drawn on to put together the attached draft Schedule "A". A strong example of a similar program is offered by Metis Nation – Saskatchewan, the Emergency Repair Program. See attached.

If approved, Administration will continue to form this program and bring it before both the PAC and the Executive Committee for discussion, prior to formal consideration.

CONSULTATIONS:

Over the course of 2021, Planning and Development Services consulted with the Planning Advisory Committee, a local mortgage broker and local contractor on the above noted housing programs, with the exception of the proposed Residential Renovation Program. Planning and Development Services has also discussed these programs internally (Planning and Building) at length in order to better understand whether the needs observed by our department are being met by the current programs.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Subject to approval, Planning and Development Services will finalize the Affordable Housing Program and First Time Home Buyer Program literature and post the programs on the City website for use. As noted above, further public engagement will be initiated regarding the Affordable Housing Program, the results of which will also be reported to the PAC and City Council.

Additionally, the draft Residential Renovation Program will be added to the upcoming PAC work plan for review.

POLICY IMPLICATIONS:

As the Housing Reserve Programs are funded from the Housing Reserve, any changes to the programs, or creation of new programs, will need to align with the Housing Reserve Policy. The changes noted above, as well as the proposed new program align with the purpose of the Housing Reserve Policy,

"2 PURPOSE

2.01 The Housing Reserve Policy is to:

- a) establish a reserve that is used exclusively for the funding of housing programs as approved by City Council; and,
- b) assist in increasing access to safe, accessible and affordable housing, across the housing continuum, for all residents of Prince Albert."

FINANCIAL IMPLICATIONS:

If the Affordable Housing Program is fully utilized in 2022, the total cost to the Housing Reserve will be \$90,000 (three (3) applications at a maximum value of \$30,000 each).

If the First Time Home Buyer Program is fully utilized in 2022, the total cost to the Housing Reserve will be \$25,000 (five (5) applications at a maximum value of \$5,000 each).

The current balance of the Housing Reserve, subject to change pending the approval of a Secondary Suite Program application, is \$640,855.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no privacy concerns or options to the recommendation to consider with this report.

STRATEGIC PLAN:

COMPASSIONATE Understanding that the services we provide are valued and understanding the needs and challenges of the end user and working to make their experience positive.

2. ACTIVE AND CARING COMMUNITY The City strives to provide high quality services to meet the dynamic needs and expectations of our citizens.

OFFICIAL COMMUNITY PLAN:**“Section 6: Land Use**

Considering the high proportion of people that live below the low income cut-off (LICO), the need for social and affordable housing is critical. Adequate [safe] housing can stabilize neighbourhoods and enable the community to wrap services around individuals and families who require them. Constant mobility destabilizes neighbourhoods and then these neighbourhoods are vulnerable to the influences of domestic violence, crime, gangs and substance abuse.”

PUBLIC NOTICE:

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

PRESENTATION: None**ATTACHMENTS:**

1. Housing Program Review Summary
2. Affordable Housing Program Application
3. Affordable Housing Program – Schedule “A”
4. Affordable Housing Program – Operating Agreement
5. Down Payment Assistance Program Application and Schedule “A”
6. Secondary Suite Program Application and Schedule “A”
7. Residential Renovation Program
8. MN-S Emergency Repair Program

Written by: Kristina Karpluk, Planning Manager

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



City of
Prince Albert

RPT 22-213

TITLE: Prince Albert Police Service Proactive Policing Strategy Costs for 2021

DATE: **May 10, 2022**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the remaining \$463,777.05 allocated to the Board of Police Commissioners for the Proactive Policing Strategy for Year 2021 be placed in the Proactive Policing Reserve to fund the approved Multi-Year Proactive Policing Strategy.

ATTACHMENTS:

1. Report dated April 26, 2022

Written by: Rena Noble, Acting Secretary, Prince Albert Board of Police Commissioners



Prince Albert Board of Police Commissioners
DISPOSITION

Report Title: Prince Albert Police Service Proactive Policing Strategy Costs for 2021

Date: April 26, 2022

From: Board of Police Commissioners

To: City Council

DISPOSITION:

That the remaining \$463,777.05 allocated to the Board for the Proactive Policing Strategy for Year 2021 be placed in the Proactive Policing Reserve to fund the approved Multi-Year Proactive Policing Strategy.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Rena Noble".

Rena Noble
Acting Board Secretary
Board of Police Commissioners



PRINCE ALBERT POLICE SERVICE

Board Report

TITLE: Prince Albert Police Service Proactive Policing Strategy Costs for 2021

DATE: April 7, 2022

TO: Chief of Police

Board of Police Commissioners

PUBLIC:

INCAMERA:

RECOMMENDATION:

That the Board forwards the following recommendations to City Council for approval:

1. That the 2021 operational costs of the Prince Albert Police Service Multi-Year Proactive Policing Strategy in the amount of \$208,484 be absorbed within the 2021 Police Service Yearend; and,
2. That the Board recommend to City Council that it approve use of the sum of \$208,484 resulting in the Proactive Policing Reserve to support an extension of the Prince Albert Police Service Multi-Year Proactive Policing Strategy beyond the previously approved term of six (6) years.

TOPIC & PURPOSE:

To request approval that the Board recommend to City Council that it approve use of the sum of \$208,484 resulting in the Proactive Policing Reserve to support an extension of the Prince Albert Police Service Multi-Year Proactive Policing Strategy beyond the previously approved term of six (6) years.

BACKGROUND:

Multi-Year Proactive Policing Strategy – Prince Albert Police Service

City Council on May 3, 2021, approved the following motion:

“That the City transfers to the Prince Albert Board of Police Commissioners the funding amount of \$554,000 annually to be directed to the Proactive Policing Strategy for the Prince Albert Police Service; and,

That the unspent funds from the City transfer of \$554,000 annually be forwarded to the Police Service Proactive Policing Reserve created specifically to fund the proposed six (6) year Multi-Year Proactive Policing Strategy for the Prince Albert Police Service.”

PROPOSED APPROACH AND RATIONALE:

Proactive Policing Strategy

Proactive Policing will better address issues of violence and crime stemming from chronic addictions and mental health crises, especially those affecting some of our most vulnerable residents. The Proactive Policing Strategy will equip the Police Service to deploy members to more proactive and preventive policing initiatives that better balance the work load of our front-line members and enhance our overall service to the community.

The additional resources to address the high calls for service that our members respond to with a plan to work towards proactive enforcement to address the increased crime and violence in our community and the major crimes that require extensive commitment and dedication from the Criminal Investigations Unit.

The Proactive Policing Strategy supports frontline officers; at the discretion of the Chief of Police, new resources create a focused task force with a specific mandate that would include, but not limited to, the top addresses attended (residential, business, multidwelling); problem addresses, and focused proactive enforcement initiatives identified through crime trends and analytics.

Previous consultations with all PAPS supervisors recognize gangs, drugs, violence, addictions, and poverty as root cause issues that continue to be the top priorities of the police service to the community. Reactive policing is inclusive to thorough/comprehensive investigations resulting from a crime occurring. It is essential to maintain public confidence in protecting the public and holding responsible parties accountable for illegal acts. As such, deployment of the majority of resources are on a reactive basis.

2021 Budget - Prince Albert Police Service Multi-Year Proactive Policing Strategy

The Police Base Tax approved by Council illustrated a funding model to support the hiring of four (4) new police officers. The Police Service deployed the staff into a patrol support shift that serves primarily a proactive uniform support capacity.

For 2021, the budgeted salaries and benefits for four (4) new officers was:

<u>Salaries and Benefits</u>	2021
Salary for officers	\$180,000
	<u>\$180,000</u>

The Strategy approved by Council included the following **budgeted** 2021 operational one-time expenses for the recruitment of the four (4) new sworn members as follows:

<u>Uniforms</u>	2021
General clothing	\$3,000
Boot & Glove allowance	\$1,000
Vest	\$7,000
Jacket	\$2,000
Firearms	\$2,000
Other Equipment	\$1,000
Radios	<u>\$3,000</u>
	<u>\$19,000</u>
<u>Police College</u>	
Accommodations	\$10,000
Books and gym fees	\$5,000
Meals	<u>\$17,000</u>
	<u>\$32,000</u>

The budgeted capital one-time expenses for the Strategy was:

<u>Vehicle costs</u>	2021
3 - AWD V6 Sedans	\$115,000
Outfitting 3 vehicles	\$60,000
MDT/Cameras/Radio	<u>\$75,000</u>
	<u>\$250,000</u>

FINANCIAL IMPLICATIONS:

The actual operational costs for 2021 for the Proactive Policing Strategy are as follows:

<u>Operational Costs</u>	<u>ACTUAL COSTS</u>
Salaries and Benefits	\$178,871
One-Time Expenses	\$23,938
Police College Expenses	\$5,675
TOTAL PROACTIVE POLICING STRATEGY OPERATING COSTS FOR YEAR 2021	\$208,484

For 2021, the capital costs were \$90,222.95 for the MDT's, cameras, radios and outfitting of the three vehicles.

That amount was transferred from the Proactive Policing Reserve in Year 2021 to fund the capital costs.

The three vehicles are on back-order and expected to be received in early 2022. That approximate cost of \$159,777.05 will be funded from the Proactive Policing Reserve in Year 2022.

This report is recommending that the 2021 operational costs of the Prince Albert Police Service Multi-Year Proactive Policing Strategy in the amount of \$208,484 be absorbed within the 2021 Police Service Yearend.

This report is also requesting that the Board recommend to City Council that it approve use of the sum of \$208,484 resulting in the Proactive Policing Reserve to support an extension of the Prince Albert Police Service Multi-Year Proactive Policing Strategy beyond the previously approved term of six (6) years.

Proactive Policing Reserve

As approved by Council, the amount of \$554,000 was transferred to the Reserve to fund the Multi-Year Proactive Policing Strategy.

The 2021 ending balance of the Proactive Policing Reserve is as follows:

BEGINNING BALANCE	\$0.00
Council Approval for Multi-Year Proactive Policing Strategy <i>(Council Resolution #191 dated May 3, 2021)</i>	(\$554,000.00)
Proactive Police Strategy Spending for 2021	
Capital Costs - Proactive Policing Strategy	\$90,222.95
ENDING BALANCE IN RESERVE AT YEAR END 2021	(\$463,777.05)

Leaving the amount of \$208,484 for 2021 in the Proactive Policing Reserve supports an extension of the Prince Albert Police Service Multi-Year Proactive Policing Strategy beyond the previously approved term of six (6) years.

The below capital costs will be charged against the Reserve in Year 2022 as follows:

Proactive Policing Reserve - 3 Vehicles	
2021 Budget for 3 Vehicles - Allocation	\$250,000.00
2021 Fleet Spending for Strategy	(\$90,222.95)
Remainder to be Spent in 2022	\$159,777.05

Attached to this report is the revised Multi-Year Proactive Policing Strategy beyond the previously approved term of six (6) years.

CONSULTATIONS:

Police Administration has consulted with the Financial Services Management in relation to the Police Service 2021 Yearend balancing.

Police Administration has consulted with the Acting City Manager and the City Solicitor regarding the unspent funds from the 2021 Police Service Yearend.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once approved by the Board, a Board report will be forwarded to City Council for consideration.

OPTIONS TO RECOMMENDATION:

In that the Board requires, under s. 33(6) of The Police Act, the approval of Council before it can apply funds to a use not included in the estimates presented to Council (ie. to apply funds in the Proactive Policing Reserve to a Multi-year Proactive Policing Program beyond the 6 years approved), the Board must ask for Council approval for that intended application of the funds. Should City Council deny approval of the Board’s recommendation, the Board could in its discretion direct these funds to another use expressly included in the estimates, or direct the \$208,484 be returned to the municipality. These options are not being recommended as the amount of \$208,484 left in the Proactive Policing Reserve for 2021 will fund the Strategy Program beyond six (6) years to an estimated term of nine (9) years.

STRATEGIC PLAN:

Police Service Strategic Plan #2 – Professional Service ~ Financial Accountability.

ATTACHMENT:

1. Revised Police Service Multi-Year Proactive Policing Strategy.
2. Council Approved Police Service Multi-Year Proactive Policing Strategy.

Written by: Chief of Police Jonathan Bergen

Approved by: Chief of Police

Signature:  _____

Multi-Year Proactive Policing Strategy - Prince Albert Police Service - Amended April 2022

Salaries and Benefits	2021	2022	2023	2024	2025	2026	2027	2028	2029	9 yr. total
Salary for Officers		411,000	436,000	487,000	538,000	538,000	538,000	538,000	538,000	4,024,000
Field training officer estimate		16,000								16,000
Total Salaries	0	427,000	436,000	487,000	538,000	538,000	538,000	538,000	538,000	4,040,000
Vehicle costs (end of year)										
3 - AWD V6 Sedans		115,000								115,000
Outfitting 3 vehicles		44,777								44,777
MDT/Cameras/Radio	90,223									90,223
	90,223	159,777								250,000
Ongoing expenses										
3 vehicles		59,000	59,000	59,000	59,000	59,000	59,000	59,000	59,000	472,000
MDT and Camera replacement		8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	64,000
Boot & Glove allowance		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	8,000
Clothing		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	16,000
Supplies		4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	32,000
Training		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	40,000
Vests		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	8,000
	0	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	640,000
Total cost per year	90,223	666,777	516,000	567,000	618,000	618,000	618,000	618,000	618,000	4,930,000
Estimated revenue	554,000	554,000	554,000	554,000	554,000	554,000	554,000	554,000	554,000	4,986,000
Year running surplus	463,777	351,000	389,000	376,000	312,000	248,000	184,000	120,000	56,000	56,000
Inflation estimate at 1.5%		10,000	8,000	9,000	9,000	9,000	9,000	9,000	9,000	72,000
Year running surplus (deficit)	463,777	341,000	371,000	349,000	276,000	203,000	130,000	57,000	(16,000)	(16,000)

COUNCIL APPROVED Multi-Year Proactive Policing Strategy - Prince Albert Police Service

Salaries & Benefits	2021	2022	2023	2024	2025	2026	6 yr total
Salary for officers	180,000	411,000	436,000	487,000	538,000	538,000	2,590,000
Field training officer estimate		16,000					16,000
Total Salaries	180,000	427,000	436,000	487,000	538,000	538,000	2,606,000
One-time expenses							
Uniforms							
General clothing	3,000						3,000
Boot & Glove allowance	1,000						1,000
Vest	7,000						7,000
Jacket	2,000						2,000
Gun	2,000						2,000
Baton & Cuffs	1,000						1,000
radios	3,000						3,000
	19,000	0	0	0	0	0	19,000
Police College							
Accommodations	10,000						10,000
Books and gym fees	5,000						5,000
Meals	17,000						17,000
	32,000	0	0	0	0	0	32,000
Vehicle costs (end of year)							
3 - AWD V6 Sedans	115,000						115,000
Outfitting 3 vehicles	60,000						60,000
MDT/Cameras/Radio	75,000						75,000
	250,000	0	0	0	0	0	250,000
Ongoing expenses							
3 vehicles		59,000	59,000	59,000	59,000	59,000	295,000
MDT and Camera replacement		8,000	8,000	8,000	8,000	8,000	40,000
Boot & Glove allowance		1,000	1,000	1,000	1,000	1,000	5,000
Clothing		2,000	2,000	2,000	2,000	2,000	10,000
Supplies		4,000	4,000	4,000	4,000	4,000	20,000
Training		5,000	5,000	5,000	5,000	5,000	25,000
Vests		1,000	1,000	1,000	1,000	1,000	5,000
	0	80,000	80,000	80,000	80,000	80,000	400,000
Total cost per year	481,000	507,000	516,000	567,000	618,000	618,000	3,307,000
Estimated revenue	554,000	554,000	554,000	554,000	554,000	554,000	3,324,000
5 year running surplus	73,000	120,000	158,000	145,000	81,000	17,000	17,000
Inflation estimate at 1.5%		8,000	8,000	9,000	9,000	9,000	43,000
5 year running surplus (deficit)	73,000	112,000	142,000	120,000	47,000	(26,000)	(26,000)



RPT 22-215

TITLE: Asphalt Supply and Paving - 2022

DATE: May 11, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

Asphalt Supply and Paving

1. That the City enters into the second (2) year of the negotiated supply contract for Asphalt Supply and Paving, with B&B Construction Group Inc., with the option of two (2) additional years;
2. That Administration be authorized to negotiate the 2022 Asphalt and Paving Price Schedule with B & B Construction Group Inc.; and,
3. That the Mayor and City Clerk be authorized to execute the 2022 Asphalt Supply and Paving Contract utilizing City Council approved 2022 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. 2022 is the 2nd year of the negotiated term with option of two (2) additional years remaining.

PROPOSED APPROACH AND RATIONALE:

City Administration met with the B & B Construction Group Inc. to discuss the proposed rates for 2022. There have been some significant changes in the Economy that have occurred over the past year which have been magnified by the recent war in Ukraine which includes but is not limited to increases in inflation rates, Carbon Tax, Fuel and Oil. These factors have increased the unit rates and will result in the proposed 2022 paving program being reduced by approximately 11 blocks. The original and revised paving programs are included in the attached maps.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The 2022 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 be utilized in the completion of the 2022 Asphalt and Paving Contract are;

- \$4,100,000 - 2022 Roadway Recapping budget
- \$ 227,744 - 2021 Roadway Recapping carry forward budget
- \$ 700,000 - Land Fund Budget for 2022
- \$ 294,000 - Community Services Budget for miscellaneous paving projects

The Negotiated Price Schedule will be utilized for payment on 2022 Council approved budgets that include roadway construction and paving. There are no further implications to the already approved budgets.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

From the 2015 Five Year Strategic Plan; Sustainable plan for the replacement of the aging infrastructure in the City, water, main, storm mains, sewer mains, sidewalk and roadways.

PUBLIC NOTICE:

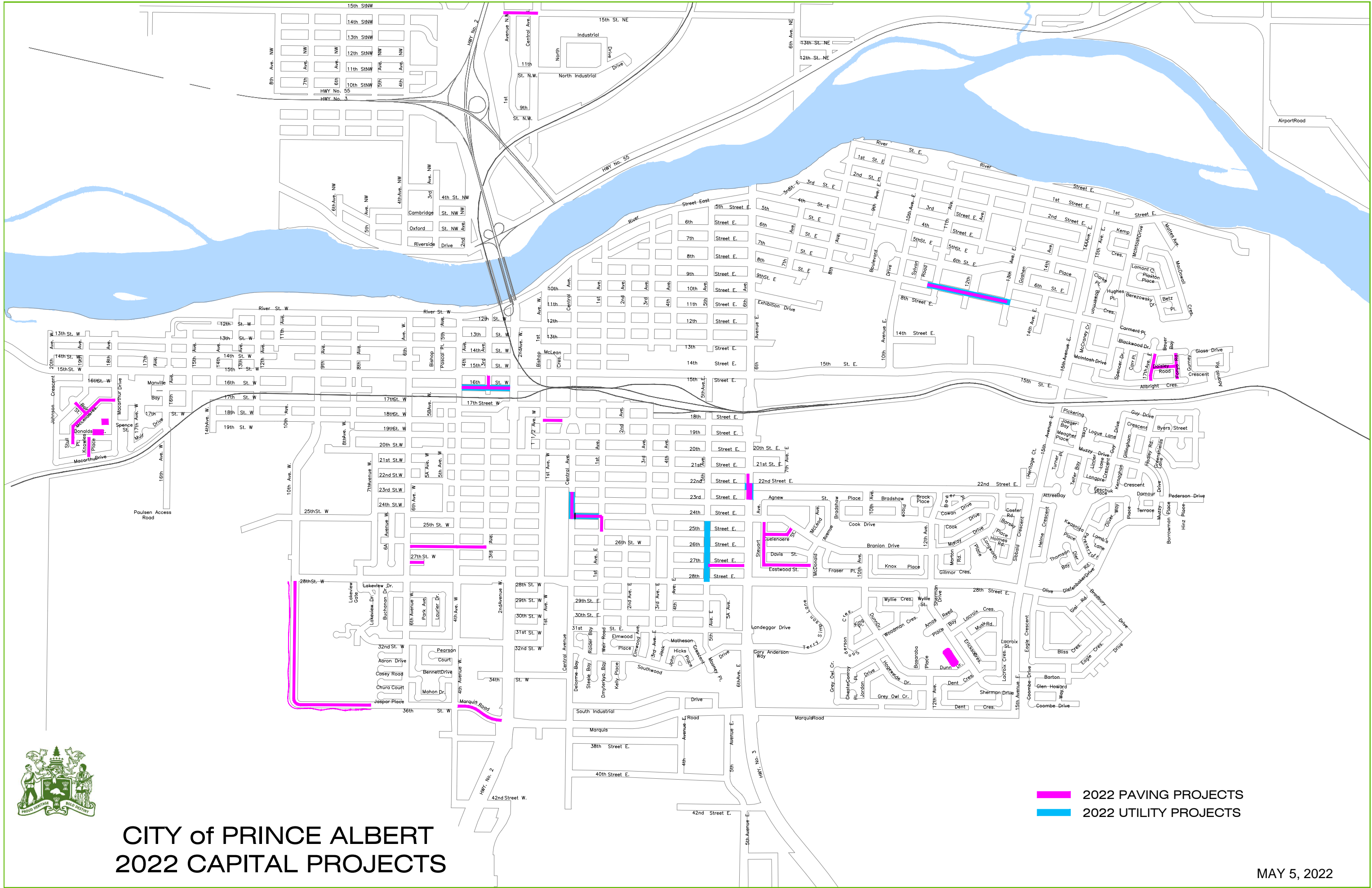
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

ATTACHMENTS:

1. PAVING PROJECTS CAPITAL PLAN - 2022 - May 5
2. PAVING PROJECTS CAPITAL PLAN - 2022 - April 13

Written by: Nykol Miller, Capital Projects Manager

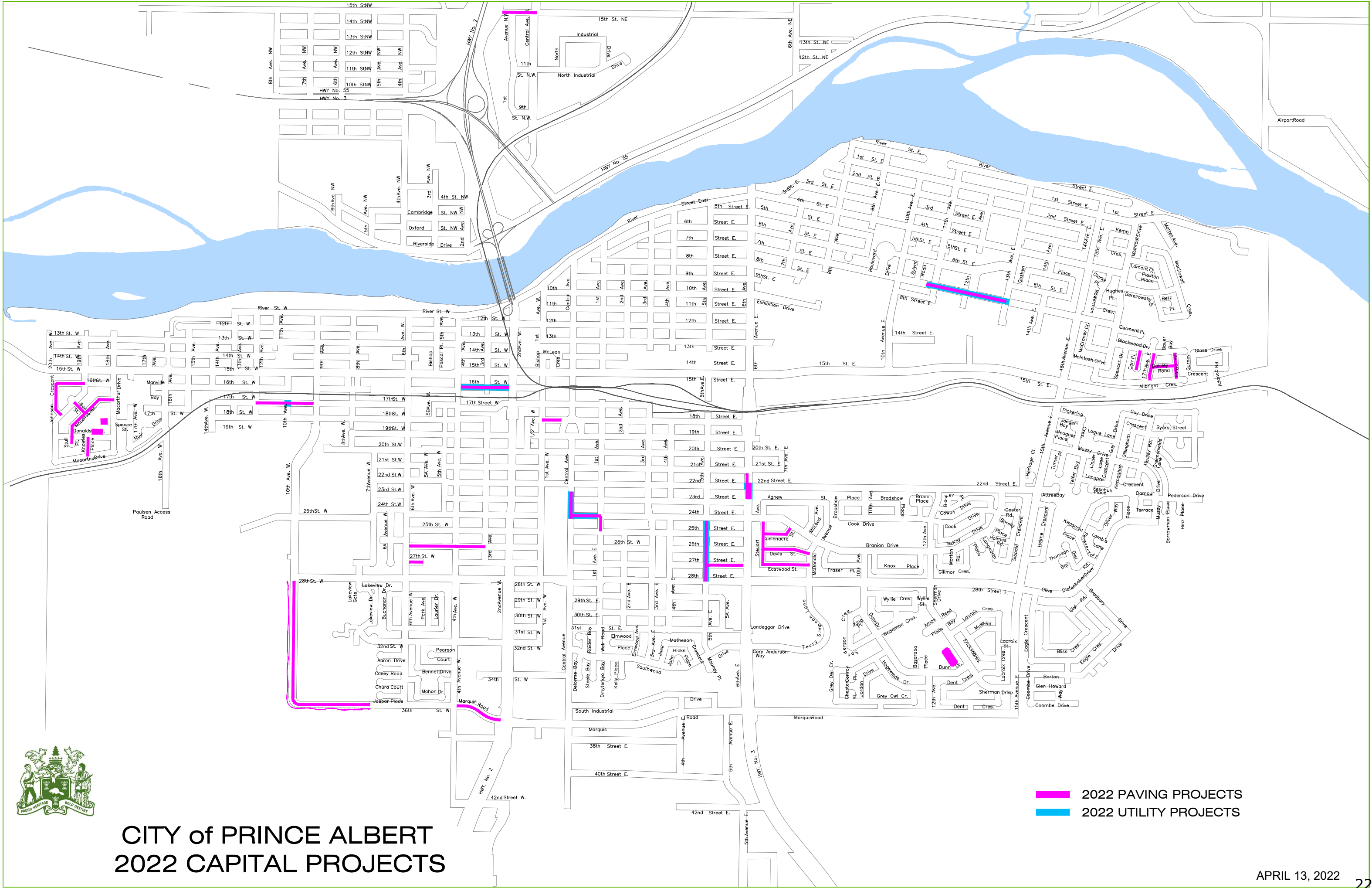
Approved by: Director of Public Works & City Manager



CITY of PRINCE ALBERT 2022 CAPITAL PROJECTS

█ 2022 PAVING PROJECTS
█ 2022 UTILITY PROJECTS

MAY 5, 2022



CITY of PRINCE ALBERT 2022 CAPITAL PROJECTS

- 2022 PAVING PROJECTS
- 2022 UTILITY PROJECTS



City of Prince Albert

RPT 22-216

TITLE: Concrete Supply and Installation - 2022

DATE: May 11, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the City enters into the second (2) 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 two (2) additional years;
2. That Administration be authorized to negotiate the 2022 Concrete Price Schedule with Wheatland Builders and Concrete Ltd.; and,
3. That the Mayor and City Clerk be authorized to execute the 2022 Concrete Supply and Installation Contract utilizing City Council approved 2022 budgets and any other documentation on behalf of The City, once prepared.

TOPIC & PURPOSE:

Approving administration to negotiate the 2022 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 the past 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. 2022 is the 2nd year of the negotiated term with option of two (2) additional years 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 2022. Administration has reviewed the rates and have no concerns with the rates. Factors such as inflation and increases to the Carbon Tax will effect the quantity of concrete that can be replaced compared to previous years.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Concrete work is completed in conjunction with the 2022 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 that will utilized in the completion of the 2022 Asphalt and Paving Contract are;

- \$ 300,000 -2022 Concrete Sidewalk, Curb and Median Rehabilitation budget
- \$ 46,500 -2022 Concrete Sidewalk Replacement Program–Senior Residence
- \$ 65,000 -2022 Airport Terminal Sidewalk Expansion budget
- \$ 226,100 -2022 Sidewalk Maintenance Program – Approximately half the budget is used for concrete supply and a portion for installation
- -2022 Watermain Replacement Program – A portion of allocated budget is for concrete repairs
- -2022 Sanitary and Storm Sewer Program Capital and Operations – A portion of allocated budget is for concrete repairs
- -2022 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 2022 Council approved budgets for concrete supply and installation. There are no further implications to the already approved budgets.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

From the 2015 Five Year Strategic Plan; Sustainable plan for the replacement of the aging infrastructure in the City, water, main, storm mains, sewer mains, sidewalk and roadways.

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



City of
Prince Albert

INQ 22-4

MOTION:

Be received as information and filed.

ATTACHMENTS:

1. April 25, 2022 Inquiry Responses

Written by: Sherry Person, City Manager

To: City Council
From: City Manager

April 25, 2022 - City Council Inquiries

Councillor	Inquiry #	Inquiry	Dep't Sent to	Date Responded	Response
Councillor Ogradnick	INQ#22-09	What is the Pavement Quality Index for the following streets: 1. 9th Avenue West - 15th Street to River Street 2. Dunn Drive 3. Fraser Place 4. Sibbald Crescent 5. Cowan Drive 6. Baker Place 7. 1900 Block of 15th Street West 8. MacDonald Avenue - Branion Drive to 28th Street East 9. Laurier Drive 10. Buchanan Drive 11. Linner Lane	Public Works	3-May	Director of Public Works: Please see the attached Pavement Quality Index table which contains the information for these segments.

RESPONSE TO INQUIRY #22-09

What is the Pavement Quality Index for the following streets:

- 1. 9th Avenue – 15th Street to River Street**
- 2. Dunn Drive**
- 3. Fraser Place**
- 4. Sibbald Crescent**
- 5. Cowan Drive**
- 6. Baker Place**
- 7. 1900 Block of 15th Street West**
- 8. MacDonald Avenue – Branion Drive to 28th Street East**
- 9. Buchanan Drive; and**
- 10. Linner Lane**

Response:

Please see the below Pavement Quality Index table which contains the information for these segments.

Pavement Quality Index

Street Name	From	To	PQI	# of Streets in Worse Condition
MCDONALD AVE	28 ST E	EASTWOOD ST	22.6	41
MCDONALD AVE	EASTWOOD ST	DAVIS ST	38.2	127
MCDONALD AVE	DAVIS ST	BRANION DR	33.1	93
FRASER PL	BRANION DR	FRASER PL	53.2	384
FRASER PL	FRASER PL	10 AVE	24.3	49
HOLMES RD	BRANION DR	SIBBALD CRES	46.9	232
HOLMES RD	SIBBALD CRES	SIBBALD CRES	24.7	55
SIBBALD CRES	HOLMES RD [W]	SIBBALD CRES S LEG	40.8	151
SIBBALD CRES	SIBBALD CRES S LEG	HOLMES RD [E]	51.5	336
SIBBALD CRES	SIBBALD CRES E LEG	HOLMES RD [E]	52	350
SIBBALD CRES	HOLMES RD	COSTER RD	39.4	138
SIBBALD CRES	COSTER RD	SIBBALD CRES	36.6	116
SIBBALD CRES	SIBBALD CRES	BRANION DR	44.5	191
COWAN DR	12 AVE E	BAKER PL	51.5	337
COWAN DR	BAKER PL	BAKER PL	47.4	240
COWAN DR	BAKER PL	COWAN DR	24.3	50
COWAN DR	COWAN DR	COOK DR	38.8	130
BAKER PL	COWAN DR [W]	BAKER PL	50	300
BAKER PL	BAKER PL	BAKER PL	46.2	219
BAKER PL	BAKER PL	COWAN DR [E]	39.2	136
LINNER LANE	CDS	MUZZY DR	29	75
DUNN DR	SHERMAN DR	12 AVE E	64.6	612
DUNN DR	12 AVE E	BASARABA PL	75.3	945
DUNN DR	BASARABA PL	GREY OWL CRES	65	616
DUNN DR	GREY OWL CRES	WOODMAN CRES	63.4	581
DUNN DR	WOODMAN CRES	SANDERSON CRES	49.6	286
DUNN DR	SANDERSON CRES	WYLLIE CRES	73.9	890

DUNN DR	WYLLIE CRES	28 ST E	77.5	1016
BUCHANAN DR	6 AVE W	BUCHANAN DR W	40.2	145
BUCHANAN DR	BUCHANAN DR W	BUCHANAN DR S	55.5	437
BUCHANAN DR	BUCHANAN DR S	6 AVE W	53.7	395
LAURIER DR	6 AVE W	PARK AVE	49.5	282
LAURIER DR	PARK AVE	PARK AVE	41.8	164
LAURIER DR	LAURIER DR E LEG	LAURIER DR N	54	405
LAURIER DR	LAURIER DR N	PARK AVE	50	302
LAURIER DR	PARK AVE	6 AVE W	49.7	292
9 AVE W	15 ST W	14 ST W	92.6	1436
9 AVE W	14 ST W	13 ST W	78.7	1064
9 AVE W	13 ST W	12 ST W	70.9	780
9 AVE W	12 ST W	RIVER ST W	71.4	802
15 ST W	20 AVE W	19 AVE W	51.9	349



City of
Prince Albert

MOT 22-8

MOTION:

“That Administration prepare a report that clearly details options to amend the Responsible Pet Ownership Bylaw No. 13 of 2021, as it speaks to the feeding of crows, pigeons and other birds that have the potential to become a nuisance to the surrounding neighborhood for consideration by members of Council.”

Written by: Councillor Zurakowski