



To: Mayor and Members of Council

March 29, 2010

Re: Fire Services Agreement - Town of White City/Regina Auto Racing Club

### **Background**

The Administration has received a request from the Regina Auto Racing Club (RARC) to provide fire suppression services through the White City Fire Department for the race events they are hosting at the King's Park Speedway this season.

The purpose of this report is to obtain Council's support to enter into a service agreement with RARC.

### **Discussion**

The Town of White City and the RARC have a long history of cooperation. A service agreement with the Town to use the fire suppression services of the volunteer managed Fire Department has been entered into every year since at least 2004. This season, the RARC is requesting services for ten race events.

The key elements of the service agreement, attached hereto as Appendix "A", are:

- The Agreement comes into effect May 15, 2010 and extends to September 26, 2010;
- Should a fire occur in both the Town and RARC at some time; the Town fire would be the priority;
- Fire services that are major in nature for such items like buildings are the responsibility of the RM of Sherwood;
- The Town Fire Department and its fire fighters are indemnified from any claims, demands, suits, and legal actions; and
- The RARC shall pay to the Town the sum of \$1,200.00 payable on July 31, 2010 for the fire services.

### **Budget Implications**

The RARC has agreed to pay the town \$1,200.00 to provide this service. This would be sufficient to cover the expenses of Fire Services to provide support for the race event schedule.

### **Conclusion**

The Town, on behalf of its volunteer fire services has entered into an agreement with the RARC for the provision of fire services during their race events. This year there are ten events scheduled.

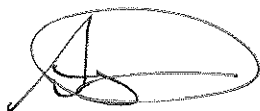
The Town Fire Department supports the request of RARC and look forward to providing the fire services for this worthwhile event. The Fire Department will ensure that fire services to the Town of White City and the RM of Edenwold would not be compromised by providing services to the RARC.

### **Recommendation**

Your Administration recommends that:

1. Council Execute the Fire Protection Agreement for the 2010 race season with the Regina Auto Racing Club.

Respectfully submitted,



Bryan Dimen  
Town Manager

## **FIRE PROTECTION AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

BETWEEN:

**THE TOWN OF WHITE CITY,**  
(hereafter referred to as "the Town")

OF THE FIRST PART

**THE REGINA AUTO RACING CLUB,**  
(hereafter referred to as the "RARC")

OF THE SECOND PART

**WHEREAS** the RARC wishes to obtain fire suppression services from the White City Fire Department which is owned, operated and maintained by the Town (hereinafter called the "Fire Department"); and

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and mutual covenants, the parties hereto do hereby agree as follows:

### **ARTICLE I**

- 1.01 It is understood and agreed that the Town is to provide fire services to the RARC King's Park Speedway for activities related to racing.
- 1.02 The Town shall begin performing the obligations stated in Article 1.01 the day following the execution of this agreement.
- 1.03 It is understood and agreed that fire services major in nature for such items like facilities will continue to be the responsibility of the R.M. of Sherwood by their agreement with City of Regina.

**ARTICLE II**

2.01 This Agreement is subject to the following conditions for benefit of the Town:

- a. Dispatching of the Fire Department to the scene of a fire will be the responsibility of the Town Fire Chief, or his designate; all actions shall be in accordance with the standard operating guidelines of the Fire Department and in accordance with the provisions of this Agreement.
- b. The Town makes no representations or warranties as to the condition, adequacy, nor sufficiency of the vehicles, equipment, or personnel of the Fire Department.
- c. In the event that a fire should occur in both the Town and the RARC at the same time, the Fire Department shall firstly attend to the fire in the Town; and if a fire should occur in the Town while the Fire Department is attending to a fire at the RARC, the Town Fire Chief or his designate may withdraw the Fire Department from attending the fire at the RARC, at the discretion of the Fire Chief or his designate.
- d. In the event of inclement weather, prevailing or poor road conditions existing, the Town Fire Chief or his designate may, in his sole discretion, decide not to dispatch the Fire Department in answer to a call for fire assistance at the RARC.
- e. In the event the Fire Department is not equipped or capable of fighting any particular fire, the Town Fire Chief or his designate may withdraw the Fire Department from attending, commencing, or continuing to fight such fire.

2.02 The Town covenants and agrees for the benefit of the RARC as follows:

- a. The Town shall maintain the equipment of the Fire Department in such operating order as will allow the Fire Department to fulfill its obligations hereunder.

- b. The Town shall respond to any fire at the RARC as may be required hereunder and in accordance with the standard operating guidelines of the Fire Department, subject to the terms and conditions of this Agreement.
- c. The Town shall engage such fire-fighting personnel as may be required to provide services required hereunder.

### **ARTICLE III – LIABILITY**

3.01 Except in the case of gross negligence, the RARC covenants and agrees to waive and discharge all claims, demands, suits, and actions that it may have at any time against the Town, the Fire Department, and firefighters of the Fire Department that may occur or arise as a result of the performance of the Fire Department hereunder in attending and participating in extinguishing a fire, or withdrawing from a fire, or failing to attend to fight a fire.

3.02 Except in the case of gross negligence, the RARC undertakes and agrees to indemnify and save the Town harmless from any and all claims, suits, or demands made against the Town by residents of the RARC and claimants against the RARC of whatsoever nature arising out of a resulting from the actions undertaken by the Fire Department in accordance with the terms and conditions of this Agreement.

### **ARTICLE IV – REMUNERATION**

4.01 The RARC shall pay to the Town the sum of \$1,200.00. This Agreement may only be extended by execution of a new Agreement.

### **ARTICLE V – TERM**

5.01 The term of the Agreement shall end on September 26, 2010. This Agreement may only be extended by execution of a new Agreement.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals the day and year first above written.

**THE TOWN OF WHITE CITY**

**(S E A L)**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Town Manager**

**THE REGINA AUTO RACING CLUB**

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

\_\_\_\_\_  
**President**

**Date:** \_\_\_\_\_



To: Mayor and Members of Council

March 29, 2010

Re: RInC Ball Field Upgrade Project – Bronco/Storm Ball Association Sponsorship

## **Background**

In December 2009, Council adopted a resolution to enter into an Agreement with the Minister of Western Economic Diversification which released grant funds to undertake improvements to the White City ball field located at the intersection of Highways #1 and #48. The Recreation Infrastructure Canada (RInC) Grant project provides \$240,000 which is shared equally by the Federal, Provincial, and Municipal levels of government. The Town of White City's financial share in the project is \$80,000 which includes a \$10,000 contribution from the Bronco/Storm Ball Association. In addition to the financial contribution, the Ball Association is providing the project management. In this role they are planning, designing and coordinating all aspect the project including construction.

In order to keep the project within the financial parameters of the approved grant and to maximize the generosity, skills, and community commitment to the project, the Association has developed a sponsorship program.

The purpose of this report is to obtain Council support for the project sponsorship program that has been developed by the Broncos/Storm Ball Association.

## **Discussion**

As previously reported to Council, the ball field upgrade is a significant project which involves an extensive redesign and upgrade. The key elements of the project include:

- New extended backstops
- Enlarged ball field
- New and extended fencing
- Installation of irrigation and playing surfaces
- Ball field light fixture
- Renovated dug outs
  
- Bleachers
- Construction of a batting cage

- Improved parking lot
- Construction of a multi-purpose facility – canteen, washrooms, maintenance storage and equipment storage areas.

The Project Management Committee recognizes that the upgrade plans may well exceed the resources of the approved Grant funding. They have, therefore, developed a Sponsorship Program which they hope will generate additional resources which would allow the Committee to achieve all the project objectives. It is important to note that the Sponsorship Program funds would be in addition to the countless number of volunteer hours of labor and in kind services that would be contributed to the project.

### **Budget Implications**

There are no budget implications for the Town associated with this report.

### **Conclusion**

The Sponsorship Program developed by the Bronco/Storm Project Management Committee provides a fundraising vehicle that would raise additional funds to further enhance the physical elements in the park. It is an excellent tool to further engage the business community and the community at large in this worthwhile project.

The Administration proposes that the Ball Association be given the authority to solicit sponsorship as identified in Appendix "A" with the following conditions:

- The Committee be granted the full rights to obtain sponsorship for the:
  - Wall block canteen recognition and web site advertising (\$250 & \$500) - this would provide 3 years of recognition for the contributor (;
  - Outfield fence advertising signage (\$500 & \$1,000) – this would provide 3 years of recognition and would be for either a 4x4 or 4x8 foot sign; and
  - Dug-out naming rights (\$5,000) – this would provide 10 years of recognition.

- The Committee be authorized to solicit sponsorships for the naming rights to the ball field(s) (\$5,000) and the ball park (\$25,000), subject to Council's approval; and
- That all visible sponsorship and advertising follow the Town's Advertising Policy to ensure the appropriateness of what is displayed. (Appendix A)

### **Recommendation**

Your Administration recommends that:

1. Council authorizes the Bronco/Storm Ball Association to solicit sponsorship and advertising for the:
  - Wall block canteen recognition and website advertising;
  - Outfield fence signs; and
  - Dugout recognition.
2. Council authorizes the Bronco/Storm Ball Association to solicit sponsorship for the naming rights to the Ball Park and Ball Field(s) subject to Council's final approval; and
3. The Bronco/Storm Ball Association adhere to the White City Advertising Policy when soliciting, preparing, and displaying advertisement signage associated with the project.

Respectfully submitted,



Town Manager  
Bryan Dimen

**Appendix "A"****Town of White City Advertising Policy**

The Town's policy statement regarding advertising is as follows:

- (a) Advertising will reflect equality in sex, color or creed;
- (b) Advertisements shall not contain inaccurate or deceptive claims or statements;
- (c) Products prohibited from sale to minors must not be advertised in such a way as to appeal particularly to persons under legal age;
- (d) Advertising shall not present demeaning or derogatory portrayals of individuals or groups;
- (e) Advertising shall not reflect a viewpoint on politics, abortion, religion or sexual preference;
- (f) Advertising shall be aesthetically pleasing and fit into the environment in which it will be placed;
- (g) In general, liquor signage will only be permitted in appropriate venues; and,
- (h) Advertising of tobacco products shall not be allowed.

All opinions with respect to whether the advertising is in compliance with the Policy shall be determined in the sole discretion of the Town Council.



To: Mayor and Members of Council

March 29, 2010

Re: Bower Estates West Phase II – Park Concept Plan

## **Background**

Council, at their February 1, 2010 regular Meeting of Council, considered a report prepared by the Administration with respect to the Bower Estates West Phase II – Great Plains Leaseholds LTD. Development Agreement. Council adopted a resolution approving the Agreement and instructed the Administration to, “engage a landscape architect to prepare a park concept plan for the Bower West Phase II subdivision.”

The purpose of this report is to present the Bower Estates West Phase II Subdivision park concept plan for Council’s consideration and follow-up.

## **Discussion**

Prior to the development and approval of the Bower Estate West Phase II Development Agreement, Council entered into a “Letter of Understanding” (LOU) with Great Plains Leaseholds LTD. The LOU allowed Great Plains Leaseholds LTD to engage in work on the site which involved the installation of many of the underground services. One of the conditions of the LOU was that the Developer prepare a conceptual park design for the subdivision in consultation with the Town by the end of 2009. Notwithstanding the commitment made by the Developer, Council determined that the Administration would take a lead role by engaging landscape expertise to develop a plan based on the terms agreed to in the February 1, 2010 approved Development Agreement. Attached hereto as Appendix “A” is the park concept plan prepared for the subdivision in context of the following conditions that are specified in the approved Development Agreement:

- Park development to include paved and lighted pathways, trees, two park benches;
- At least two garbage containers for municipal reserve or park area;
- All pathways shall be 1.8m wide; and
  
- Developer would explore the possibility of utilizing the “cattle crossing” as a walkway; if not acceptable, the developer would extend the walkway to the Lott Road east crossing on both sides of the #48 Highway.

The park concept plan contains the following key features:

- Minimal yet strategically positioned plantings;
- A multi-use pathway that has both function and form;
- A pre-school play structure in the reserve referred to as MR3. The Developer is not required to provide this feature but Council requested the Administration to include in the concept plan;
- The pathway is shown to loop around the detention pond which provides users with a walking circuit;
- Limited but strategically placed plantings along the side road buffer referred to as MR5;
- Minimal plantings are shown along the pipeline referred to as MR1. These plantings would be contingent on approval from the pipeline company;
- Pathway lighting is shown at 120 foot intervals which is similar to the Town's current practice; and
- The two park benches and one garbage container as required in the Agreement are located in proximity to the play structure in MR4.

### **Budget Implications**

The cost to prepare the concept plan for the Bower Estates West Phase II Subdivision on behalf of Great Plains Leaseholds LTD would be approximately \$1,000.00. It is proposed that once the actual costs are determined, this amount be billed to Great Plains Leaseholds LTD. pursuant to the terms of the LOU and the Development Agreement.

### **Conclusion**

The Administration engaged a landscape architect to prepare a park concept plan for the Bower Estates West Phase II Subdivision as instructed by Council. The Plan, attached hereto as Appendix "A", contains all the features as per the terms of the Development Agreement. The addition of a preschool play structure is included in the concept as per Council's instruction. Although the Development Agreement contains limited to no standards or specifications for the various elements that are identified in

the Agreement the Administration believes what is shown in the plan is minimal. It is important to note that whatever the Developer ultimately proposes as a final landscape design including the identification of the various park elements requires Council's prior approval.

**Recommendation**

Your Administration recommends that:

1. The Planning and Development Committee discuss the concept plan with the Developer and report back to Council the outcome of the discussion.

Respectfully submitted,



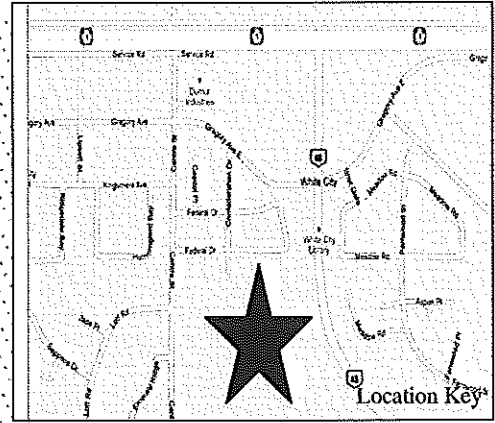
Bryan Dimen  
Town Manager



Example Photo



Pathway Section

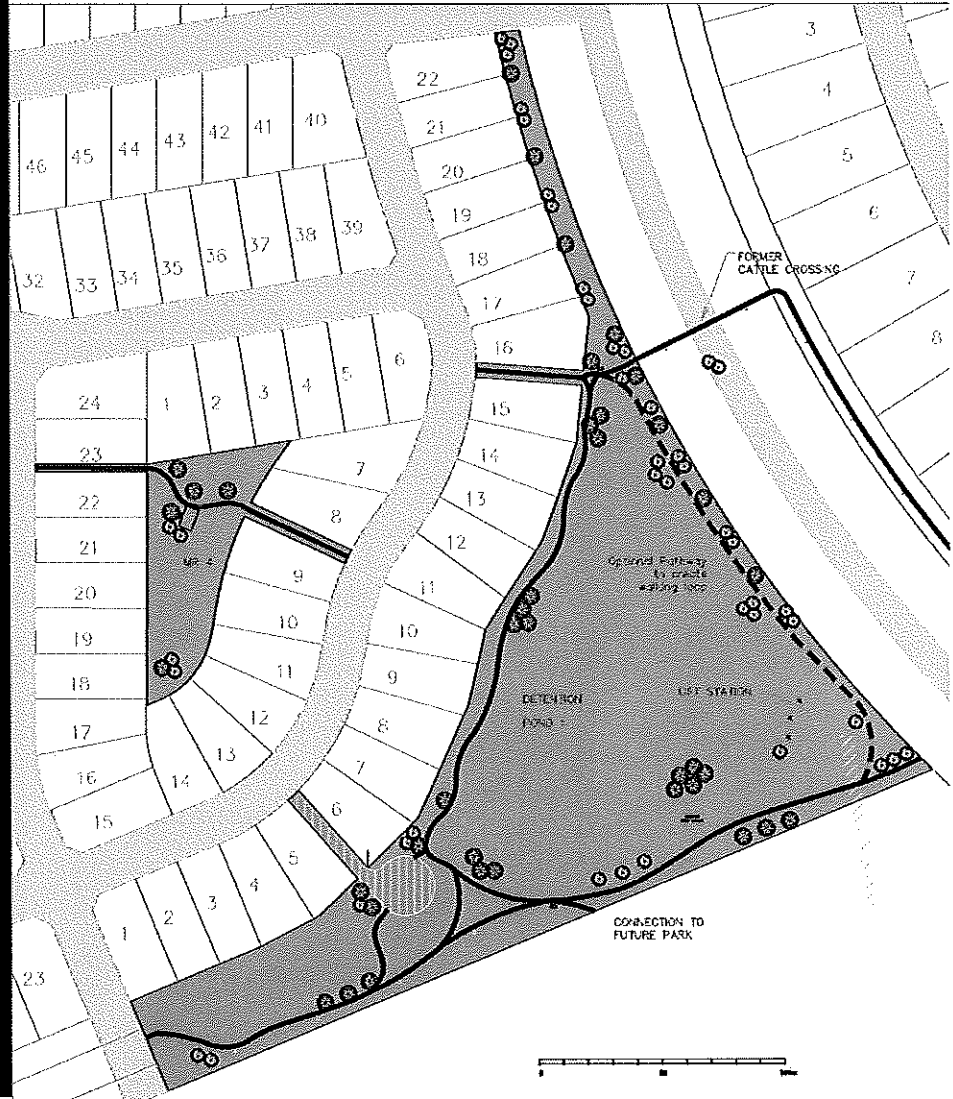


Location Key



Example Photo

# BOWER ESTATES



MR 4 & Pathway System Concept Plan





To: Mayor and Members of Council

March 29, 2010

Re: Interim Loan – Wastewater Management Authority INC.

### **Background**

In July 2009, Council, on behalf of the Wastewater Management Authority Inc., entered into an agreement through the Federal Government of Canada Infrastructure Stimulus Fund (ISF) to construct the Wastewater Treatment and Force Main/Lift Station utility project. Council submitted the application for the ISF on behalf of the inter-municipal partnership, (White City/RM of Edenwold 158), because the Wastewater Management Authority had not yet been formally constituted.

The Authority has recently been constituted as a legal entity pursuant to the *Municipalities Act, 2007*. Efforts are now underway to align the ISF Wastewater Project Agreement with the newly constituted Authority which involves:

- An amendment to the White City/ISF Wastewater Project Agreement which would formally assign the project and associated grant funds to the Authority;
- Transferring the project funding received by the Town for the ISF Wastewater Project to the Authority. This would serve to align all funding under one jurisdiction for accounting and project control purposes; and
- The Authority is working with various financial/banking institutions to secure short and long term funding for the ISF Wastewater Project.

Negotiating project funds with the banking industry for the wastewater project will take the Authority some time. In the interim it is necessary to pay for the work that the contractor has completed on the approved ISF Wastewater project. The Authority has, therefore, requested that each of the Authority members, White City and Edenwold, provide the Authority with an interim loan. Attached as Appendix "A" is a copy of the loan request from the Authority.

The purpose of this report is to seek Council approval to loan the Wastewater Management Authority Inc. interim funding so they may pay invoices for the ISF approved Wastewater Project work completed to date.

## **Discussion**

The Administration has been working with Municipal Affairs to align the ISF Wastewater Project and associated Agreement with the Wastewater Management Authority Inc. This would allow the Authority to exercise its legislative authority and negotiate a loan on its own behalf. Until this is achieved, however, it is necessary for the participating Authority members, White City and the R.M. of Edenwold, to directly fund the cost of project expenses incurred. The Authority has therefore requested that the Town of White City and the R.M. of Edenwold each contribute \$250,000 to the Authority. The funds would be used to pay for work completed and invoiced to date for the ISF Wastewater Project. Once the Authority has an interim loan in place, it would immediately pay the funds back to the Town and the R.M. Although the Administration expects a loan to be in place within the next few months, there is urgency to pay the Project contractors for work completed to date.

To properly align the ISF Wastewater Project funding under the Authority in context of the impending amended Agreement, it is proposed that all expenses incurred to date by the Town on behalf of the ISF Wastewater Project be transferred to the Authority. To achieve this, the Town would need to transfer \$148,431.35 to the Authority and then provide supporting invoices to the Authority to recover the same amount. This would properly align the financial accounting for the ISF approved Wastewater Project under the auspices of the Authority thereby meeting the financial obligations of the ISF Program.

## **Budget Implications**

The Town has adequate funds on hand to support the Authority's request for an interim loan of \$250, 000. The Authority expects to pay the loan back within the next few months as it formalizes financing arrangements with financial institutions. Concurrent with this transfer, the Administration would transfer an additional \$148,431.35 to the Authority and invoice for the equivalent amount.

## **Conclusion**

The delay in formalizing the Wastewater Management Authority has hampered the efforts of the Authority to establish financing for the ISF Wastewater Project through a financial/banking institution. The Project however, is well underway and the contractor has submitted invoices for payment for work completed. In consideration of this, the Authority is requesting that White City and the R.M. of Edenwold provide an interim loan of \$250,000 each. The loan would be sufficient to pay the contractors for work

completed to date and allow time for the Authority to secure Project financing from a financial institution. As soon as the Authority secures its financing, the loans would be paid back to the municipalities.

In order to align the ISF Wastewater Project with the Authority, it is necessary to transfer funding received by the Town through the Grant to the Authority. The Town received \$198,333 as an advance for the ISF Wastewater Project. Of this total \$148,431.35 has been paid out for project related invoices. To align the Project finances with the Authority the Administration proposes to transfer \$148,431.35 to the Authority and immediately invoice the Authority for the equivalent amount. The remaining ISF funds, \$49, 901.65 have already been transferred to the Authority.

### **Recommendation**

Your Administration recommends that:

1. Council approves an interim loan in the amount of \$250,000 to the Wastewater Management Authority Inc. on the condition that the Authority repay the loan to the Town of White City immediately upon securing financing for the Wastewater Project; and
2. Council approves the transfer of \$148,431.35 to the Authority concurrent with an invoice for an equivalent amount in order to align the ISF Wastewater Project finances with the Authority.

Respectfully submitted,



Bryan Dimen  
Town Manager

**WCRM158  
Wastewater Management  
Authority Inc.**



APPENDIX "A"

March 19, 2010

Town of White City  
Box 220  
White City, SK. S4L 5B1

Attention: Bryan Dimen,

Dear Byran:

**Re: Interim Loan for the WCRM158 Waste Water Management Authority Inc.**

At meeting of the WCRM158 Wastewater Management Authority the Board passed the following motion :

R Hilton indicated that problems have been experienced in trying to get interim financing set up with the Plainsview Credit Union and he is now looking at other financial institutions to make arrangement, but it will probably take another few weeks to get it set up. In the meantime we have in the order of \$400,000 in bills to pay and we will need to get a loan from each municipality until the interim financing is in place.

Moved by M Schwartz that the RM of Edenwold and the Town of White City be requested to provide an interest free loan to the Authority in the amount of \$250,000 each to be paid back once the interim financing is in place. **Carried**

I would ask that you put this request before your council at their next meeting. The RM representatives on the Board will be able to provide you with any additional information you may need.

I thank you for your assistance in this matter

Yours truly

Ron Hilton  
Administrator

To: Mayor and Members of Council

March 29, 2010

Re: Annexation of Lands – Town of White City

## **Background**

In 2007, Council undertook to amend the Official Community Plan (OCP) with the stated purpose to:

- Update the plan to reflect current market and demographic trends;
- Provide for future retail, highway commercial and service areas;
- Facilitate the mixed use Community Centre; and
- Ensure the Town has adequate serviceable land within its boundaries to respond to current and future demand over the ten to twenty year planning horizon.

In May 2009, Council gave third reading to *Bylaw 505-07* which officially adopted amendments to the OCP contingent on the approval of the Ministry of Municipal Affairs. Following Council's decision, the amended OCP was submitted to the Ministry of Municipal Affairs where it remains under review.

Essential to the continued growth and development of the Town is the requirement to have adequate and suitable land to allow for the orderly and planned development of the community. To this end, Council has kept in contact with the RM of Edenwold throughout the review process of the OCP in anticipation that any annexing of RM land that would be require would be through complimentary resolution. Although the RM Council does not support all aspects of the Town's amended OCP proposals, they recognize that White City needs room to grow and develop. To this end, they have agreed to provide to the Town with two quarters of RM land immediately to the South of the Town.

The purpose of this report is to begin the formal process of the annexation of RM of Edenwold lands into the Town of White City.

## **Discussion**

Section 53(1) of *The Municipalities Act* provides the authority for municipalities to apply for an annexation as long as the boundary of land to be annexed is coterminous (sharing a common boundary) with the involved municipality. Because annexation involves the alteration of a municipal boundary, only one of the involved municipalities may make an application. If both municipalities agree to the annexation, as would be the case in this instance, the proposal would be submitted to the Community Planning Branch of the Ministry of Municipal Affairs.

Attached hereto as Appendix "A" is a copy of correspondence from the RM of Edenwold which acknowledges their support for the annexation of lands described as N ½ 11-17-18 W2. "A" map identifying the location of the proposed annexed land is attached as Appendix "B".

Notwithstanding the requirement to have the Ministerial approval of the Town's amendments to the OCP, Council wishes to begin the formal annexation process of the land identified in the February 5, 2010 RM of Edenwold correspondence.

The annexation of the RM lands would involve the following steps:

1. Adoption of a resolution by Council to pursue annexation;
2. Notice to the Public;
3. A Public Meeting; and
4. Application for Annexation to the Ministry of Municipal Affairs.

## **Budget Implications**

It would be necessary to identify various costs associated with the annexation for the 2010 Budget. These costs would include:

- Negotiated tax loss compensation; and
- Public meeting information and preparation.

## **Conclusion**

To ensure the Town of White City has adequate serviceable land within its boundaries, to respond to current and future development over the next 10 to 20 years, Council has taken measures to amend the Official Community Plan. The amended OCP identifies the need to obtain additional land from the RM of Edenwold to meet the Town's long term growth needs.

Council wishes to formally engage the process of annexation of RM of Edenwold land into the Town of White City through a cooperative and complimentary process. The RM of Edenwold has acknowledged the need for White City to grow and develop in an orderly and planned matter and is supportive of a complimentary resolution that would allow the annexation of two quarters of land immediately to the South of the Town.

The formal process of annexation begins with a resolution by Council to pursue annexation of RM of Edenwold lands.

## **Recommendation**

Your Administration recommends that:

1. Council requests the annexation of RM of Edenwold 158 land described as N ½ of 11-17-18 W2 into the municipal boundaries of the Town of White City; and
2. Council engages in discussions with the RM of Edenwold 158 to determine tax loss compensation for the annexed land as may be appropriate.

Respectfully submitted,



Bryan Dimen,  
Town Manager

APPENDIX "A"



Box 10, Balgonie, Saskatchewan, S0G 0E0

Telephone: (306) 771-2522

Date: (306) 771-2623

TOWN OFFICE

Date: Feb 16, 2010

File #:

Finance Coord.       Foreman

Admin Assistant       Office

Comments:

February 5, 2010

Town of White City  
Box 220 Station Main  
White City, SK  
S4L 5B1

Dear Mayor Evans and Council :

Re: Annexation of N 1/2 11-17-18 W2

On behalf of Council, please accept this as a letter of support for the annexation of the N 1/2 11-17-18 W2 into the municipal boundaries of the Town. At the Council meeting of January 26, 2010 the following resolution was passed:

THAT we do send a letter to the Town of White City advising that the RM is prepared to pass a complementary resolution for the annexation of the N 1/2 of 11-17-18 W2 into the municipal boundaries of the Town as this land can be readily serviced by the Town, fits into their medium-long term growth needs and would facilitate development of the adjoining Town lands.

Council recognizes the need for the community of Emerald Park and White City to have various and alternative residential choices and believes that these two quarters would satisfy the medium growth needs of the Town for the next twenty year time frame.

We look forward to working together in order to promote sustainable development within our adjacent boundaries for the betterment of both jurisdictions and to maintain the region as an attractive and unique community that offers an alternative to a city lifestyle.

We look forward to hearing from you shortly and should you have any questions or require any further information please do not hesitate to contact our office.

Sincerely,

Gail E. Sloan  
Administrator

