



COUNCIL MEETING
Monday, October 4, 2021
6:30 p.m.
Council Chambers, City Hall

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ADOPTION OF AGENDA

Adoption of Agenda.

ADOPTION OF MINUTES

Adoption of minutes of the regular Council meeting held September 20, 2021.

PROCLAMATIONS

Deputy Fire Chief L'Heureux of the Swift Current Fire Department will attend to proclaim October 3 to October 9, 2021 as "Fire Prevention Week".

DELEGATIONS

Karla Wiens, CEO of the Swift Current & District Chamber of Commerce, will attend to promote October as Small Business Month.

PUBLIC HEARINGS/PUBLIC NOTICE MATTERS/ORDERS

ITEMS FOR ACTION

- 1 Accounts.
- 5 Report regarding Land Purchase Agreement.

REPORTS FOR INFORMATION

BYLAWS

UNFINISHED BUSINESS

NEW BUSINESS

COMMUNICATIONS



COUNCIL MEETING
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ITEMS REQUESTED TO BE DISCUSSED EN CAMERA

- 7 Request regarding Contracts and Proposals.

REPORTS OF COUNCIL MEMBERS/ENQUIRIES

ADJOURNMENT

NEXT MEETING DATE:

Monday, October 18, 2021 – 6:30 p.m.

September 23, 2021

TO: Council

FROM: Kari Cobler, General Manager of Corporate Services

RE: Accounts

Enclosed are the General Revenue Fund Disbursements for the period
Sept 10 - 23, 2021

	<u>Current</u>	<u>Year to Date</u>
Regular Accounts (2021)	355,586.86	2,929,958.91
Payroll Benefits	285,858.79	6,583,010.30
School Payments (Holy Trinity RCSSD #22)	-	1,126,947.65
School Payments (Minister of Finance)	-	5,738,954.34
Sask Power - (Energy Purchase)	934,679.82	8,213,873.10
Sask Power	19,382.66	209,995.92
SaskEnergy	-	348,345.84
SaskTel	17,366.28	147,752.75
General Contractors:		
Acklands Grainger	-	172,614.43
Action First Aid Inc	-	10,000.00
AECom Canada Ltd	11,928.01	140,272.54
Anixter	38,085.29	173,378.65
Apex Compact Tractor Solutions	-	10,447.50
ATAP Infrastructure Management	-	16,059.75
Avenu Insights & Analytics	-	25,933.85
B & A Petroleum	-	213,282.07
Bayart Power Inc	-	32,389.80
Beattie Construction	17,778.32	17,778.32
Big Hill Services Ltd	-	212,313.91
Blenders	-	40,480.00
Blue Imp - SF Scott Mfg Co Ltd	-	73,742.85
Brandt Tractor Ltd	-	28,299.99
Brenntag Canada Inc	-	35,567.66
Bucks Enterprises	-	32,204.43
C&E Piling Ltd	-	34,965.00
Canadian Mental Health Association	-	13,725.00
CDW Canada	-	41,873.88
Centaur Products Inc	-	161,408.43
Chemtrade West Ltd	13,551.05	229,410.25
Chinook Regional Library	-	453,213.00
Cleartech Industries Inc	14,616.89	151,197.89
Comprehensive Community Swift Current	-	20,000.00
Crestline Coach Ltd	-	378,124.62
CMX Powersports	-	11,774.88
Cubex Ltd	-	250,350.47
Cypress Health Region	327,450.00	327,987.70
Cypress Motors	-	19,457.12
Delco Automation Inc	11,044.50	11,044.50

Dickson Agencies	-	452,416.48
Done Rite Contracting	-	35,612.13
EDA Environmental	-	16,327.46
Eecol Electric	-	89,952.96
Elmwood Golf Course	-	138,000.00
Emco	-	100,853.97
Explorer Solutions	-	12,321.00
Federated Co-op Ltd	-	152,913.48
Fer-Marc Equipment Ltd	-	22,356.63
FP Teleset	-	110,250.00
Geiger's Fence Erectors Ltd	-	27,236.07
Gescan	117,715.50	135,325.65
GFL Environmental Inc	-	77,653.78
Giesbrecht, Les	21,530.04	130,828.53
Golden West Broadcasting	-	33,478.56
Gordon Ralph Tams	-	21,472.08
Granicus Inc.	-	10,988.70
Hiebert, Shawn	-	25,463.88
Hydrodig Canada	-	31,018.95
Imaginit Saskatchewan	-	22,585.73
Impac Canada Co.	-	125,703.75
Industrial Machine Inc.	-	11,100.00
Innovation Credit Union	-	13,615.46
Insight Canada Inc	-	176,514.52
Integrated Engineering Inc	-	48,195.00
JMP Solutions	-	14,894.35
Joe Johnson Equipment Inc	-	145,959.18
Julienne Atelier Inc	-	16,960.80
KK Golf Management	25,904.82	356,755.57
Klassen, M&D	-	126,630.00
KMS Energy Systems Inc	286,196.30	833,947.60
Knudsen Excavating	-	198,731.89
Laura Soparlo Consulting	-	28,231.88
Len's Plumbing & Heating	11,811.51	77,893.36
Letnes, Glen	10,000.00	10,000.00
Levitt-Safety Limited	-	13,116.16
LK Holdings	-	53,512.44
Martin Deerline	-	43,928.11
Mastec Canada Inc - Swift Current	-	90,729.50
Melhoff Electric Ltd.	-	45,550.67
Microage	28,643.55	147,516.62
Mid Continental Pump Supply	-	18,204.00
MNP LLP	-	18,863.89
Mobile Paving	33,966.00	2,771,498.66
MPE Engineering Ltd	-	131,265.99
National Leasing	-	60,128.80
Norwood Tent & Awning Inc	-	16,930.20
Nutrien Ag-Corp Production	-	19,497.36
Oracle Corporation	-	42,743.34

P.M.P Powerline Construction	15,069.08	150,690.81
Park N Play Design Co. Ltd	-	29,822.63
Perfectmind	-	11,865.00
PTW Facility	-	52,016.95
Raymax Equipment Sales Ltd	-	339,038.18
RCMP	-	2,209,785.30
Redden Net Custom Nets Ltd	-	32,235.00
Riverdene Garden Centre	-	28,173.00
Riverscreen Inc	-	10,222.33
Riverside Electric Ltd	-	104,721.36
RM of Swift Current #137	-	21,227.72
Rock Solid Trucking Ltd	-	38,741.33
Safety Base Ltd	-	14,253.75
Salvation Army	-	10,185.00
Sask Asphalt Maintenance	-	38,771.19
Saskatchewan Abilities Council	54,299.33	490,194.14
Saskatchewan Public Safety Agency	-	21,800.08
Saskcon Repair Services	-	203,909.79
SEL Schweitzer Engineering Lab	-	25,432.26
SGI	-	123,562.87
SMG Operating Ltd	73,861.70	285,464.34
Southern Coring & Cutting Service	40,354.05	40,354.05
Southern Star Trucking & Excavating	-	35,321.63
Southwest Cultural Development Group	-	94,500.00
Southwest Paving Ltd	-	65,560.49
Standard Motors	-	58,425.22
Stevenson Industrial Refrigeration	-	53,228.97
Stormwind LLC	-	10,035.97
Structural Composite Technologies	-	14,305.68
SUMA	-	16,960.41
Swift Current Ag & Ex	-	109,163.57
Swift Current Bronco Hockey Club	-	21,115.11
Swift Current Chambers of Commerce	-	11,380.00
Swift Current Lions Club	-	12,000.00
Swift Current 57's Baseball Club	-	52,830.60
TD Bank	10,000.00	10,000.00
Tetra Tech Canada Inc	-	62,968.61
Texcan Cables Ltd	-	48,594.36
The Center	-	10,240.56
Top Shot Concrete Inc	83,916.00	143,523.00
Tourism Swift Current	-	112,000.00
Trail Excavating Ltd	40,986.32	366,262.18
Trans Canada Contracting Ltd	-	176,287.38
Triways Disposal Services	106,218.72	941,559.74
Twentyseven Global	-	17,438.71
Urban Systems Ltd	-	17,430.00
Venkata, Dr Narashimha Prasad	-	107,476.50
Wastequip LLC	-	37,159.39
Western Underground Consulting	-	16,769.88

Westland Concrete	-	48,613.23
Wheatland Machine Shop Ltd	-	69,940.18
Windscape Kite Festival	-	11,128.50
Wolseley	-	14,595.37
WSP Canada Group Ltd	35,280.79	181,743.99
5 Point Electric	-	21,649.18
TOTAL	<u>\$ 3,043,082.18</u>	<u>\$ 43,194,713.23</u>

RECOMMENDATION:

I recommend that \$3,043,082.18 in disbursements be approved.

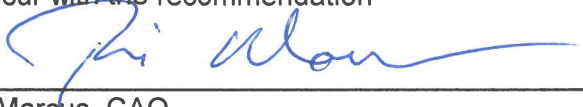
REPORT PREPARED BY:

Lisa Hagen, Accounts Payable Supervisor

SIGNATURE: 

APPROVAL: 

I concur with the recommendation



Tim Marcus, CAO



City of Swift Current

C.A.O. Report

Date: September 30, 2021
To: Council
From: Chief Administrative Officer
Subject: **Land Purchase Agreement**

BACKGROUND

For some time, the City of Swift Current has been interested in purchasing the land to the north of our current quarter section under development known as Sask. Valley or the area behind the hospital. About 10 years ago, discussions commenced to acquire the needed 15 acres to complete the Sask. Valley development. For various reasons these discussions were never completed and until this past year negotiations were at a standstill.

DISCUSSION

This land purchase of 158.77 acres to the north of the existing Sask. Valley development is strategic for the future of Swift Current as it would be the next logical area for the City to develop as it expands. As well, 15 acres of this property will be used to allow the completion of the development on the north side of Ridgeview Street.

The land that the City is acquiring is based on a fair market appraisal that was conducted and has been the basis of negotiations. After allocating some of the proceeds for the buildings on the property the City is acquiring un-serviced bare land adjacent to its serviced land at a value of \$10,700 per acre.

To summarize a few terms contained within the agreement: the vendor shall retain the right to live in the residence (located on the property) and is responsible for upkeep and all utilities; the sum of \$1 million dollars is due at closing; and the balance of \$1.7 million dollars due on September 30th, 2022. The City has funds available in its land development account therefore, no new debt is needed for this purchase.

An additional benefit of this purchase allows for future realignment to Waker Road by diverting traffic onto Saskatchewan Drive and eliminating traffic usage of Adams Street as its connector.

RECOMMENDATION

THAT Council approves the attached land purchase agreement of approximately 158.77 acres described as Blocks A, B, and C Plan No. 102104749 Ext. 0 and LSD 15 Sec 06-16-13 W3M Ext. 99 and authorizes the Mayor and City Clerk to sign the said agreement.



Chief Administrative Officer

THIS Commercial Land Purchase Agreement made effective as of the 15th day of September, 2021.

BETWEEN:

THE CITY OF SWIFT CURRENT, a body corporate of the Province of Saskatchewan (the "**Purchaser**");

- and -

RODNEY ALDEN MURPHY, a resident of the Village of Neville in the Province of Saskatchewan (the "**Vendor**");

WHEREAS:

The Vendor is the owner of approximately 158.77 acres of land described as follows (hereinafter the "Property") :

LSD 15 Sec 06-16-13 W3 Ext. 99
Blk/Par A Plan No 102104749 Ext. 0
Blk/Par B Plan No 102104749 Ext. 0
Blk/Par C Plan No 102104749 Ext. 0

The Purchaser wishes to purchase the Property from the Vendor and the Vendor wishes to sell the same to the Purchaser.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, unless the context otherwise requires:

1.1.1 "**Agreement**" means this agreement and all amendments made hereto;

1.1.2 "**Closing Date**" means September 30, 2021;

1.1.3 "**Property**" means the following real property and all improvements thereon:

LSD 15 Sec 06-16-13 W3 Ext. 99
Blk/Par A Plan No 102104749 Ext. 0
Blk/Par B Plan No 102104749 Ext. 0
Blk/Par C Plan No 102104749 Ext. 0

1.1.4 "**Purchaser**" means the Party of the first part of this Agreement, jointly and severally, or solidarily;

1.1.5 **"Purchase Price"** means the sum of **Two Million Seven Hundred Thousand (\$2,700,000.00) Dollars;**

1.1.6 **"Vendor"** means the party of the second part of this Agreement, jointly and severally, or solidarity;

and capitalized terms otherwise defined in this Agreement shall have the meanings ascribed to them at the time of reference.

1.2 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to "Articles" and "Sections" are to Articles and Sections of this Agreement.

1.3 Extended Meanings

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and Corporations.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Property

Upon and subject to the terms and conditions hereof and subject to all adjustments as provided for herein, the Vendor hereby agrees to sell, transfer and assign the Property to the Purchaser and the Purchaser shall purchase the Property from the Vendor for the Purchase Price.

2.2 Payment of Purchase Price

Subject to the adjustments, if any, the Purchase Price shall be paid as follows:

2.2.1 The sum of One Million Dollars (\$1,000,000.00) (the "**Deposit**"), to be paid on or before the Closing Date;

2.2.2 The sum of One Million Seven Hundred Thousand Dollars (\$1,700,000.00) to be paid on or before September 30, 2022;

2.2.3 Interest shall accrue on all amounts not received by the date referenced herein shall at the rate of 5% per annum, calculated and compounded annually.

2.3 Adjustments

All property taxes shall be adjusted as of the Closing Date with the Vendor responsible for taxes up to the said date and Purchaser responsible for property taxes thereafter.

2.4 Possession

Subject to the Vendor's right to reside in the residence as provided for herein, the Purchaser shall be entitled to possession of the Property upon payment of the amounts owing as of the Closing Date.

2.5 Allocation of Purchase Price

The Purchase Price shall be allocated as follows:

Item	Value
Land	\$1,700,000.00
Residence	\$1,000,000.00
Total	\$2,700,000.00

ARTICLE 3 COSTS AND FEES

3.1 Legal and Land Title Fees

- 3.1.1 Each party shall pay their own legal fees.
- 3.1.2 All Land Titles Fees with respect to this transaction will be paid by the Purchaser.
- 3.1.3 The Purchaser shall be responsible for any costs of preparing and registering a mortgage or other financing documentation.
- 3.1.4 The Vendor shall be responsible for clearing the titles to the Property of any non-permitted encumbrances.

ARTICLE 4 WARRANTIES AND REPRESENTATIONS

4.1 Residents of Canada

Each of the Parties acknowledge, warrant, and represent that they are not "non-Residents" within the meaning of the *Income Tax Act*.

4.2 Warranties, Representations and Covenants - Purchaser

The Purchaser warrants, represents, and covenants as follows:

4.2.1 The Purchaser shall use all reasonable efforts in satisfying the conditions precedent set forth in Article 5.

4.2.2 The Purchaser is registered for GST and its GST # is _____; and

4.2.3 To pay the Purchase Price from time to time as and when the same becomes due

4.3 Warranties, Representations and Covenants - Vendor

The Vendor hereby represents, warrants and covenants to the Purchaser (and acknowledges that the Purchaser is relying on such representations and warranties in completing the transaction contemplated hereby) that:

4.3.1 The Purchaser shall obtain title to the Property free and clear of all encumbrances except the following:

Saskatchewan Power Corporation Easement – Interest Register #107642202

Saskatchewan Power Corporation Caveat – Interest Register #107642213

Saskatchewan Power Corporation Easement – Interest Register #107642235

4.4 Survival of Warranties, Representations and Covenants

The warranties, representations, and covenants herein shall survive the completion and termination of this Agreement.

**ARTICLE 5
CONDITIONS**

5.1 Conditions for the Benefit of Vendor

None.

5.2 Conditions for the Benefit of Purchaser

None.

**ARTICLE 6
CLOSING & RISK**

6.1 Closing

This transaction shall close on the Closing Date.

6.2 Risk

All lands and improvements included in this sale shall remain at the risk of the Vendor until the Closing Date and at the risk of the Purchaser from and after the Closing Date.

**ARTICLE 7
OCCUPATION OF RESIDENCE**

7.1 Right to Reside

The Vendor shall retain the right to live in the residence located on the Property, and shall maintain the right of ingress and egress to and from the Property with respect to the said residence. The Vendor shall be responsible for all upkeep, repairs and all utilities while residing at the residence and shall be responsible for its own water supply.

7.2 Liability

The Vendor shall be absolutely and totally liable and shall indemnify the Purchaser with respect to any liability that may arise in relation to the occupation and use of the residence.

7.3 Insurance

The Vendor may, at its own option and expense, insure the residence and its contents.

7.4 Rent

There will be no rent chargeable with respect to the Vendor's occupancy of the property.

7.5 Caveat

The Vendor shall be entitled to register a caveat against the Property in protection of its interest under this Agreement.

7.5 Duration

The rights pursuant to this Article 7 shall continue until the Vendor provides notice in writing of his intention to terminate the within rights, or the Vendor not reside in the residence on a regular basis for a period of six (6) continuous months.

**ARTICLE 8
GENERAL**

8.1 Further Assurances

The Vendor and Purchaser shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

8.2 Time of the Essence

Time shall be of the essence of this Agreement.

8.3 Remedies Not Exclusive

Upon any arbitration, no remedy herein conferred upon any parties is intended to be exclusive to any other remedy available to that party but each remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now, or hereafter existing at law, or in equity or by statute.

8.4 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

8.5 Entire Agreement

This Agreement, and any agreement delivered pursuant to the terms hereof, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement and any agreement delivered pursuant to the terms hereof.

8.6 Amendments and Waiver

No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

8.7 Assignment

This Agreement may not be assigned unless consented to by the Vendor, which consent will not be unreasonably withheld.

8.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

8.9 Attornment

For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in the Province of Saskatchewan and the courts of the Province of Saskatchewan shall have jurisdiction to entertain any action arising under this Agreement. The Vendor and Purchaser each hereby attorns to the jurisdiction of the courts of the Province of Saskatchewan.

8.10 Severability

If any provisions of this Agreement are determined to be invalid or unenforceable by a Court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable.

8.11 Execution by Counterpart

This Agreement may be signed or executed in several counterparts and delivered by facsimile and the signing, execution or delivery of such counterparts shall have the same effect as the signing, execution or delivery of a single original.

ARTICLE 9 DEFAULT

9.1 Default by Purchaser

In the event the Purchaser defaults with respect to any obligation contained in this Agreement this Agreement shall terminate and end, with the deposit forfeited absolutely and unequivocally to the Vendor. The Vendor may apply to the Court of Queen's Bench for any additional relief it may deem necessary, including but not limited to requesting this Agreement be cancelled in which instance the deposit shall be retained by the Vendor. Further, in the event the Purchaser is in default of paying the Purchase Price, interest shall accrue on all unpaid amounts at the Innovation Prime Rate of Interest plus 2% per annum, calculated and compounded monthly.

9.2 Default by Vendor

In the event the Vendor defaults with respect to any obligation contained in this Agreement the Purchaser shall be entitled to apply to the Court of Queen's Bench for any relief it may deem necessary, including but not limited to requesting the specific performance by the Vendor of its obligations under the Agreement. The Vendor specifically acknowledges and agrees that the remedy of specific performance is available to the Purchaser and reasonable in the circumstances to award.

9.3 Costs

The Parties acknowledge and agree that any party attempting to enforce the terms of this Agreement shall be entitled to their reasonable costs from the defaulting party, including costs as between solicitor and client.

9.4 Corporate Waiver (if Corporate Purchaser)

The Purchaser hereby agrees that *The Land Contracts (Actions) Act*, R.S.S. 1978, C. L-3 and *The Limitation of Civil Rights Act*, S.S. 1978, C. L-16 shall have no application to the within Agreement.

[The remainder of this page is purposely left in blank, signature page to follow]

IN WITNESS WHEREOF the parties have executed this Agreement the date first above.

“Seal”

CITY OF SWIFT CURRENT

Per:

Per:



Witness



RODNEY MURPHY ALDEN



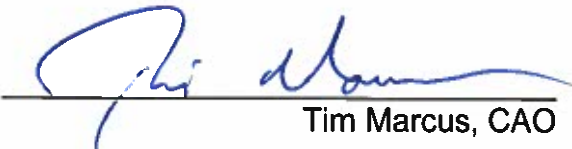
REQUEST FOR ITEM TO BE DISCUSSED 'EN CAMERA'

Date: September 30, 2021
Subject: Contracts and Proposals
Request from: Tim Marcus, CAO

Local Authority Freedom of Information and Protection of Privacy Act Justification:

Section 16

Request Justification: **Advice, proposals, or recommendations developed by or on behalf of the City.**



Tim Marcus, CAO

MEETING REQUESTED TO BE HELD: immediately following the Council Meeting on October 4th, 2021.

Staff Members to be in Attendance: Chief Administrative Officer, General Manager of Planning and Development, General Manager of Corporate Services, and City Clerk.