

COUNCIL MEETING

Monday, May 30, 2022 6:30 p.m. Council Chambers, City Hall

PAGE 1

Page

ADOPTION OF AGENDA

Adoption of Agenda.

ADOPTION OF MINUTES

Adoption of minutes of the regular Council meeting held May 16, 2022.

PROCLAMATIONS

McKenzie Acton, Summer Programs Coordinator, and Maddy McCleary, Families in the Park Coordinator, will attend to proclaim June 5 to June 11, 2022 as "June is Recreation and Parks Month Week".

DELEGATIONS

Corinne Brown, of ALS Saskatchewan, will attend to declare June as ALS Support Month.

Amanda Girardin, Director of Cultural Festivals, and Keely Williams, Festival Assistant, will attend to speak regarding SaskPower Windscape Kite Festival and Long Day's Night Music Festival being held June 16 to June 19, 2022.

PUBLIC HEARINGS/PUBLIC NOTICE MATTERS/ORDERS

A Public Hearing will be held in connection with Council's intention to consider an application with respect to a change of an existing discretionary use, being the proposed expansion of the Daycare Center located at 406 Cheadle Street West, in accordance with Zoning Bylaw No. 24 – 2014.

ITEMS FOR ACTION

- **2** Accounts.
- 5 Report regarding Discretionary Use 42D Central Avenue North/ The Grass Hut Cannabis Company.



COUNCIL MEETING

Monday, May 30, 2022 6:30 p.m. Council Chambers, City Hall

PAGE 2

10	Report regarding Lease of Former Palliser Care Centre Property.			
30	Report regarding Inclusive Playground Project.			
32	Report regarding Waiver of Noise Bylaw.			
33	Report regarding Summer Council Meetings.			
REPORTS FOR INFORMATION				
<u>BYLAWS</u>				
34	Bill No. 1 – 2022	A Bylaw to establish the Mill Rate. Notice given April 18, 2022. Will receive three readings – Councillor Switzer.		
36	Bill No. 2 – 2022	A Bylaw to establish the Mill Rate Factors. Notice given April 18, 2022. Will receive three readings – Councillor Christiansen.		
38	Bill No. 3 – 2022	A Bylaw to establish a Special Levy for the Long-term Care Facility. Notice given April 18, 2022. Will receive three readings – Councillor Tuntland-Wiebe.		
40	Bill No. 4 – 2022	A Bylaw to exempt the 2022 Assessment of Certain Properties. Notice given April 18, 2022.		

UNFINISHED BUSINESS

Will receive three readings – Councillor Plewis.



COUNCIL MEETING

Monday, May 30, 2022 6:30 p.m. Council Chambers, City Hall

PAGE 3

NEW BUSINESS

- 46 Prairie Pioneers Independent Housing Inc. Meeting Agenda from May 16, 2022.
- 47 Swift Current Ag & Ex. Board of Directors Meeting Agenda from May 18, 2022.
- 48 Swift Current & District Chamber of Commerce Board Meeting Agenda from May 18, 2022.

COMMUNICATIONS

ITEMS REQUESTED TO BE DISCUSSED EN CAMERA

- 49 Request regarding Contracts and Proposals.
- **50** Request regarding Personnel Matters.

REPORTS OF COUNCIL MEMBERS/ENQUIRIES

<u>ADJOURNMENT</u>

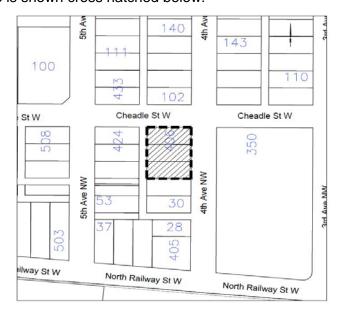
NEXT MEETING DATE:

Monday, June 13, 2022 - 6:30 p.m.

PUBLIC NOTICE

DISCRETIONARY LAND USE APPLICATION

Notice is hereby given that the City of Swift Current has received an application with respect to a change of an existing discretionary use, being the proposed expansion of the Daycare Center located at 406 Cheadle Street West, in accordance with Zoning Bylaw No. 24 – 2014. The proposed site is shown cross hatched below:



PROPOSED DISCRETIONARY USE EXPANSION TO DAYCARE CENTER at 406 Cheadle Street W Lots 13 to 15, Block 86, Plan K5486

A Public Hearing will be held on Monday, Monday May 30th at 6:30 p.m. and City Council will consider the application at their regularly scheduled meeting on Monday, June 13th, 2022 in the Council Chambers at City Hall, 177 - 1st Avenue N.E. at 6:30 p.m.

Written submissions supporting or opposing the said application will be received by the City Clerk's office on or before Wednesday, May 25th, 2022. Arrangements to appear before City Council to present verbal submissions must be made with the City Clerk's office on or before Wednesday, May 25th, 2022.

Issued at the City of Swift Current, this 2nd day of May, 2022.

Jackie Schlamp City Clerk May 17, 2022

TO:

Council

FROM:

Kari Cobler, General Manager of Corporate Services

RE:

Accounts

Enclosed are the General Revenue Fund Disbursements for the period

May 6 - 17, 2022

Way 0 11, 2022	Current	Year to Date
Regular Accounts (2022)	215,044.94	1,668,934.53
Payroll Benefits	357,938.62	3,714,875.08
School Payments (Holy Trinity RCSSD #22)		120,231.70
School Payments (Minister of Finance)	-	589,694.28
Sask Power - (Energy Purchase)	918,548.17	5,139,981.60
Sask Power	22,197.08	126,567.42
SaskEnergy	58,554.31	369,682.68
SaskTel	15,376.09	79,804.92
General Contractors:		
AECom Canada Ltd	-	12,999.38
Anthratech Western Inc	-	15,661.79
ATS Traffic	-	31,007.91
B & A Petroleum	47,601.49	240,177.52
Blenders	-	31,995.00
Blue Hill Excavating	-	48,302.10
Canadian Pacific Railway	-	13,281.94
CDW Canada	-	38,839.93
Chemtrade West	15,204.00	89,571.05
Chinook Regional Library	-	226,606.50
Choice Electrical Supply	-	91,852.91
Cleartech Industries Inc	-	64,275.83
Comprehensive Community Swift Current Inc	- ·	10,000.00
Dave's Trucking & Skid Steer	=	15,697.50
Double Dare Design	-	42,546.79
Early's Farm & Garden Inc	15,626.25	15,626.25
Econolite Canada Inc	-	25,382.70
Elevation Landscaping Inc	-	33,811.05
Emco	32,255.28	50,868.46
Fer-Marc Equipment	×	19,597.23
Flaghouse	-	15,345.46
FP Teleset	36,750.00	73,500.00
Full Line Ag Sales Ltd	-	82,084.50
Gescan		49,790.72
Giesbrecht, Les	21,367.50	21,997.50
Gordon Ralph Tams	-	22,116.23
Guillevin International Co	-	11,602.77
Harbuilt Construction Ltd	-	1,024,904.07
HJR Asphalt	-	36,585.64
Imaginit Saskatchewan	20,618.69	20,618.69

		00 040 40
Impac Canada	-	80,042.10
Insight Canada Inc	•	33,905.71
Itron	-	46,486.80
Jet Construction Ltd	-	11,766.00
KK Golf Management	47,227.73	81,538.33
Klein's Electrical Inc	-	17,108.10
KMS Construction	. •	199,522.38
Knudsen Excavating	-	228,090.85
Kramer Holding Inc	-	28,549.20
Len's Plumbing & Heating	-	32,474.27
Martin Deerline	-	26,677.74
Mastec Canada Inc	-	502,564.32
Metercor Inc	-	30,809.83
Microage	35,797.50	85,434.30
Mid Contiental Pump Supply	-	37,145.04
MPE Engineering Ltd	-	17,706.18
Nijo Yard Supplies	=	28,077.78
Oracle Corporation Canada	-	43,831.48
Perfectmind	11,550.00	11,865.00
Prairie Central Line Supply	-	47,439.30
PTW Facility	-	25,958.41
Ram Air Gear Dryer	-	10,258.41
RCMP	-	849,881.00
Rhettro's Bobcatting Service	100	32,838.75
Riverside Electric Ltd	-	88,547.58
Rock Solid Trucking		53,124.75
Rocky Mountain Phoenix	-	39,715.80
Saasycloud.com Inc	-	24,975.00
Saskatchewan Abilities Council	54,947.09	280,587.69
Saskatchewan Public Safety Agency	- 1	26,151.30
See More Green (SMG)	-	55,965.25
SGI	16,564.63	90,003.25
Shaw's Electric Ltd	-	14,481.81
Snap-on Tools (J-Star Tools)	-	15,534.45
Souris Valley Industries	. .	18,296.76
Sound Horticulture	-	25,639.99
Southern Star Trucking	-	52,021.13
Southwest Cultural Development Group	-	64,500.00
Stevenson Industrial Refrigeration	-	139,608.60
SUMA	-	21,284.75
Swift Current Bronco Hockey Club	-	19,498.08
Swift Current Chamber of Commerce	-	14,662.00
Swift Current Lions Club	-	12,000.00
Teamviewer Inc	-	26,839.20
Tourism Swift Current	-	112,250.00

Trail Excavating	-	166,650.29
Trans Canada Contracting Ltd	-	446,923.96
Triways Disposal Services	-	420,720.58
Valmont West Coast Engineering	-	79,744.35
Vermeer Canada Inc	-	22,906.17
Wastequip LLC	-	40,228.27
Western Underground Consulting		20,848.04
Westland Insurance Group Ltd	-	472,740.92
Wiebe Contracting Ltd	-	74,221.54
Wolseley	-	18,585.84
WSP Canada Group Ltd	14,133.79	100,095.99
Xylem Water Solutions	- <u> </u>	92,623.95
TOTAL	\$ 1,957,303.16	\$ 19,948,368.20

RECOMMENDATION:

I recommend that \$1,957,303.16 in disbursements be approved.

REPORT PREPARED BY:

Lisa Hagen, Accounts Payable Supervisor

SIGNATURE: Los Hage

APPROVAL: Kabler

I concur with the recommendation

Tim Marcus, CAO



City of Swift Current

C.A.O. Report

Date: May 19, 2022

To: Chief Administrative Officer

From: General Manager of Planning and Development

Subject: Discretionary Use – 42D Central Avenue North

The Grass Hut Cannabis Company

BACKGROUND

The City had received and reviewed an application from The Grass Hut Cannabis Company for a change-of-use Development Permit to establish a Cannabis Retail Store. Cannabis Retail is a discretionary use within the DC2-C1 Direct Control Central Downtown District.

On April 18th, Council approved a motion to give Public Notice of its intent to consider a Cannabis Retail Store as a discretionary use at 42D Central Avenue North.

DISCUSSION

Any proposed discretionary use requires Council to consider whether the proposed use conforms to the Zoning Bylaw's site regulations and development standards, will not be a source of nuisance or endanger the public, and will not impede the orderly development of the surrounding property. Additional procedures for public consultation are also required to assist Council in making their decision. This included:

- Public notice of the discretionary use being mailed to all assessed property owners within a 75-metre radius of the proposed development site and advertised in two (2) consecutive editions of the Southwest Booster. This notice was also posted on the City's website.
- A public hearing was held during the May 16th regular Council meeting, where the Applicant appeared in support of the proposal. There were also two (2) presentations made from members of the public, one (1) in support and one (1) opposed to the proposed development. A total of five (5) written submissions were received by the City Clerk's Office, two (2) in support and three (3) opposed.

The City has completed its review of the applicant's development permit (attached), feedback submitted during the public consultation, and industry/professional publications to evaluate against the Zoning Bylaw's discretionary use criteria:

- Does the proposal meet the City's Zoning Bylaw Regulations? There are no concerns with this proposal, as the new business will be occupying space within an existing building. A building permit will be required for the development to proceed.
- Will the proposal create nuisance and danger to the public? Industry publications outline land use impacts in line with other retail trades such as food, beverages and pharmacies. There are no concerns with the proposed development regarding nuisance and danger to the public from a land use perspective.
- Will the proposal impede orderly development of surrounding property(s)? As a retail use, there are no concerns with the proposed development regarding the potential to impede orderly development of surrounding properties.

After careful consideration, it is recommended that Council approve the proposed discretionary use and that a Development Permit be issued, subject to the following conditions:

- 1. The development will be generally consistent with the plans and supporting documentation submitted as part of the Development Permit Application; and
- 2. The development is required to comply with all other applicable Municipal, Provincial and Federal bylaws, standards and regulations related to or affected by the development's operations.

RECOMMENDATION

THAT in accordance with Zoning Bylaw No. 24 - 2014, the proposed development of a Cannabis Retail Store located at 42D Central Avenue North and with a legal description as part of Lot 15, Block 51, Plan 2230 be approved as a discretionary use, and that the Development Permit for a change-of-use be issued subject to the conditions contained in this report.

Marty Salberg, General Manager of Planning and Development

MR/KD/Attachment

CAO Recommendation:

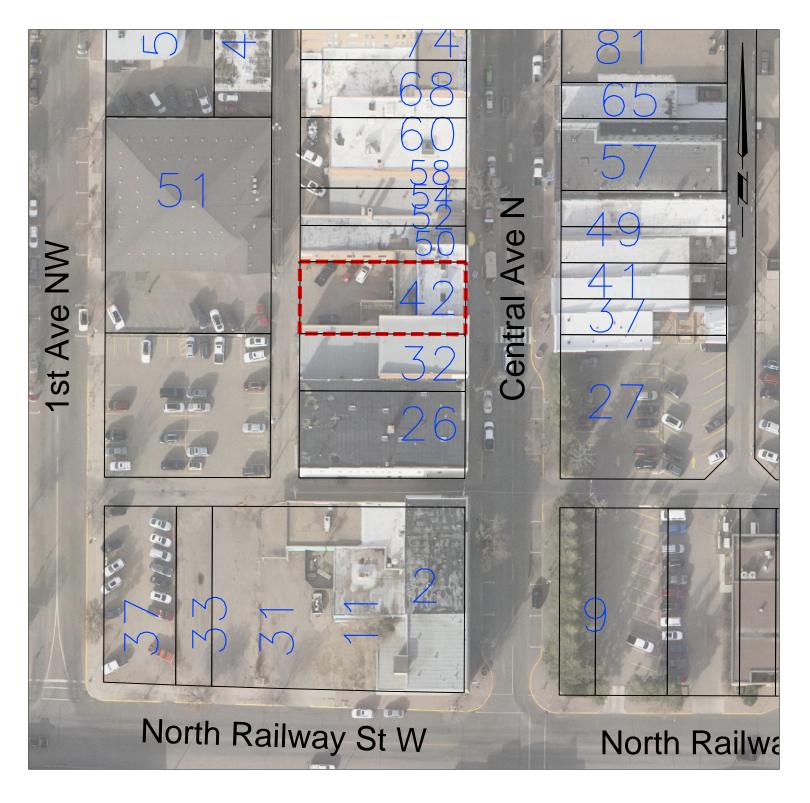
I concur with the recommendation.

Marty Salberg, Acting CAO

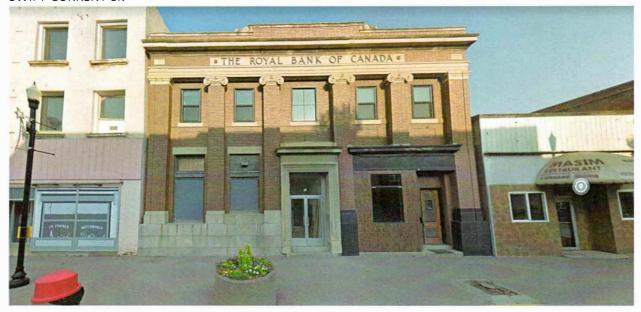
SCHEDULE 'A'

Proposed Discretionary Use - Cannabis Retail Store

Part of Lot 15, Block 51, Plan 2230 42D Central Avenue N



42D CENTRAL AVENUE N LOT 15 BLK 51 PLAN 2230 SWIFT CURRENT SK

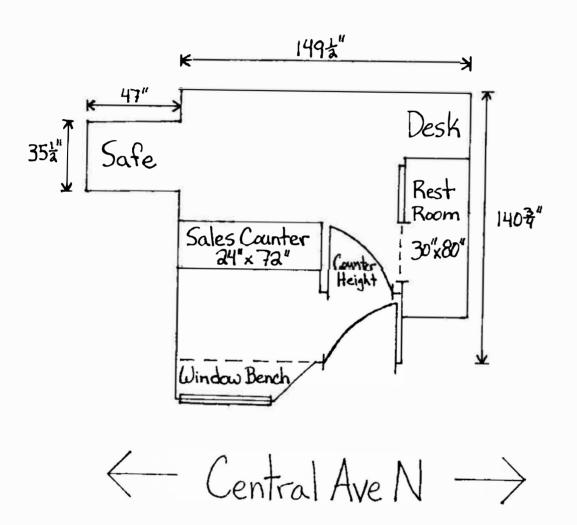


DEVELOPMENT PERMIT APPLICATION
GRP D-BUISNESS AND PERSONAL SERVICES OCCUPANCY (NBC 2015)

VACANT SPACE IN EXCESS OF 10 YEARS ON MAIN FLOOR (SHOWN IN PHOTO WITH THE BLACK CORNICE ABOVE THE TLE FAÇADE)







Drawn By: Chris Kozel
Scale: 4"



City of Swift Current

C.A.O. Report

Date:

May 17, 2022

To:

Chief Administrative Officer

From:

General Manager of Planning and Development

Subject:

Lease of Former Palliser Care Centre Property

BACKGROUND

The Palliser Care Centre, which was located on Central Avenue South, was demolished in 2019 given it was not needed once the Meadows Long-Term Care Facility opened in 2016.

The land and building were owned by the Provincial Government and following the demolition, the Government sent out RFPs for the development or acquisition of the property however didn't get an acceptable proposal.

DISCUSSION

The City of Swift Current applied for a Federal Grant for the construction of an Inclusive Accessible Park/ Playground as there is not one in the entire southwest region of Saskatchewan. One (1) of the criterias for this grant was that the City must own or control a parcel of land that would accommodate this proposed development.

Since the Provincial Government did not receive any acceptable proposals for the development of the former Palliser Care Centre property, the City has been in discussions to determine if there is an opportunity to secure this property for the development of the Inclusive Accessible Park/ Playground. This location is very good for such a development as it is in a well treed and mature area of the City as well as has a sufficient land base to accommodate all aspects including an appropriate parking lot.

After several months of discussions with the Province, it is exciting to report that an acceptable lease arrangement has been developed. The main points of the lease are:

- 1. The land size is 3.71 acres.
- 2. The lease amount is \$1.00 per year.
- 3. The term of the lease is 30 years plus the period of any renewal option granted and exercised under the lease.

- 4. Should the lease not be renewed, the Province will pay an amount equal to fair value for improvements on the property as determined by a third-party appraiser.
- 5. The land is to be used as an Inclusive Accessible Park/ Playground.
- 6. The City is responsible for all costs for all maintenance and any improvements to the property.

The timing for this lease agreement could not be better given the City has just recently been notified that is has been successful in its Federal grant application for funding in the amount of \$750,000 to build an Inclusive Accessible Park and Playground. This project has been designed to take place in three phases with a total project cost of \$1,471,503.

City Council pre-approved it's required minimum 25% contribution for phase one (1) total project costs via a Council Resolution on July 5th, 2021. Phase one (1) of the project, consisting of the construction of accessible washrooms, an inclusive playground with a pour and play surface and curbing is anticipated to begin early this summer at a total cost of \$1,082,683 This correlates to the Federal grant contributing \$750,000 with the City contributing \$332,683 which is slightly more than the 25% as some items in this phase were not eligible expenses as per the grant.

Phases two (2) and three (3) include the addition of a parking lot, shade and picnic areas, inclusive pathways throughout the park, irrigation and landscaping and is anticipated to cost a total of \$388,820. The City is currently sourcing additional partnerships and grant funding opportunities to cost share phases two (2) and three (3). These phases will take place in 2023 and 2024 pending budgets.

RECOMMENDATION

THAT the City enter into the attached lease agreement with Her Majesty The Queen and the Mayor and City Clerk be authorized to sign the said agreement.

Marty Salberg, General Manager of Planning and Development

MS/ils

CAO Recommendation:

I concur with the recommendation.

Marty Salberg, Acting CAO



Net Land Lease Page 1 of 17

THIS LEASE made the 18th day of May

BETWEEN:

HER MAJESTY THE QUEEN,

In the right of the Province of Saskatchewan, as represented by the Minister of SaskBuilds and Procurement (hereinafter called the "Landlord")

OF THE FIRST PART

, 2022

- and -

CITY OF SWIFT CURRENT

a body corporate, duly incorporated pursuant to the laws of the

Province of Saskatchewan

(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord is the owner of a certain parcel of land with a civic address of 440 Central Avenue South, Swift Current, Saskatchewan;

AND WHEREAS the Landlord and the Tenant agree and acknowledge both Parties are desirous to have an accessible park and playground located on the property described herein;

AND WHEREAS the Landlord desires to enter into a lease with the Tenant for a certain parcel of land comprising an area of approximately 3.71 Acres, more or less, and is identified in red on the site plan attached hereto as Appendix "A" and having the legal description as follows:

Block Two (2), according to Plan No. 60SC08045 Extension Two (2), described on Surface Parcel 164856112 in the City of Swift Current, in the Province of Saskatchewan, in the Dominion of Canada according to a title registered in the Province of Sasktachewan Land Titles Registry and having a municipal address of 440 Central Avenue South, Swift Current, Saskatchewan (hereinafter called the "Land").



Net Land Lease Page 2 of 17

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter set forth, the parties do hereto hereby covenant and agree with each other as follows:

1. LEASED PREMISES

The Landlord hereby leases to the Tenant:

- (a) the Land; and
- (b) any permanent improvement, alteration or addition that is now or may hereafter be constructed, erected or located thereon (hereinafter referred to as "Improvements"), unless agreed to in writing by both parties to be excluded from the agreement.

The Land and Improvements are hereinafter collectively referred to as the "Leased Premises".

2. TERM

TO HAVE AND TO HOLD the Leased Premises for and during the term of thirty (30) years to be computed from the 1st day of April, 2022, and from thenceforth next ensuing and fully to be complete and ended on the 31st day of March, 2052, plus the period of any renewal option granted and exercised under this Lease (hereinafter called the "Term").

3. RENT

- 3.1 YIELDING AND PAYING during the Term unto the Landlord the sum of One and 00/100 Dollars (\$1.00) per lease year for each year of the Term hereof (hereinafter called the "Rent"). The Tenant acknowledges and agrees that the total Rent payable herein shall be made in advance and payable to the Landlord within forty-five (45) days after full execution of this Lease, and on the first (1st) day of any renewal granted under this Lease. For clarity, the Tenant shall remit payment in the amount of Thirty and 00/100 Dollars (\$30.00) upon execution of this agreement by both Parties.
- 3.2 The Tenant shall also pay to the Landlord the amount of property taxes associated with the Leased Premises based on actual tax paid by the Landlord to the city for the Leased Premises. The Landlord will invoice the Tenant annually for the amount owing.



Net Land Lease Page 3 of 17

3.3 The Tenant shall also pay to the Landlord an amount equivalent to the applicable Goods and Services Tax (hereinafter called "GST") payable pursuant to the applicable Goods and Services Tax Act of Canada in respect of the transaction described herein, which the Landlord shall remit to the Receiver General of Canada when and to the extent required under the said Act. The GST registration number is 107 864 258.

4. NET LEASE

It is the purpose and intent of the parties hereto that the Rent reserved herein shall be absolute net to the Landlord, so that this Lease shall yield, net to the Landlord, the Rent specified herein, without notice or demand, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off. And under no circumstances or conditions, whether now existing or hereafter arising, whether beyond the present contemplation of the parties, is the Landlord to be expected or required to make any payment of any kind whatsoever or to be under any other obligation or liability hereunder, except as herein otherwise expressly set forth, and all reasonable expenses and obligations of every kind and nature whatsoever relating to the Leased Premises which may arise or become due during the currency of this Lease, shall be paid by the Tenant, except as herein otherwise expressly setforth, and the Landlord shall be indemnified and saved harmless by the Tenant from all costs of the same.

Notwithstanding the aforementioned, the Landlord shall be responsible for the payment of any city realty tax assessed against the Leased Premises.

5. OVERHOLDING

If the Tenant holds over after the expiration of the Term or any renewal period granted under this Lease and the Landlord accepts Rent, the new tenancy created thereby shall be a tenancy-at-will and not a tenancy from year to year. The Tenant shall pay monthly Rent during the period of such overholding in an amount that is equal to the Rent payable for the last month of the Term, and shall be subject to the covenants and conditions contained herein so far as the same are applicable to a tenancy-at-will.



Net Land Lease Page 4 of 17

6. OPTION TO RENEW

The Lease may be extended for another term, if agreed to by both Parties.

7. CONDITION AND USE OF LEASED PREMISES

The Leased Premises is accepted by the Tenant in "as is, where is" condition and any Improvements made to or upon the Leased Premises at any time during the currency of this Lease are at the risk, cost and expense of the Tenant. Prior to undertaking substantial changes or installations to the Leased Premises, the Tenant shall submit its intentions (e.g., a site plan) to the Landlord in writing. For clarity, substantial changes or installations are agreed to be any buildings or structures with plumbing (such as washrooms or shower facilities) or Improvements valued in excess of two hundred and fifty thousand dollars (\$250,000.00).

The Leased Premises will be used by the Tenant for an accessible park and playground (hereinafter the "Intended Use").

The Tenant shall not do, suffer or permit to be done any act or thing upon the Leased Premises that may constitute a nuisance to the occupants of any lands or premises adjoining or in the vicinity of the Leased Premises, or to the public in general.

The Tenant shall procure and maintain any licenses, permits or approvals from such federal, provincial, municipal or other government or private authorities as may be necessary for the Tenant to conduct its operations from the Leased Premise.

The Tenant covenants with the Landlord that the Leased Premises shall not be used or occupied for any use that is inconsistent with this Section.



Net Land Lease Page 5 of 17

8. COMPLIANCE WITH LAWS

The Tenant covenants with the Landlord that the Tenant shall comply with all applicable statutes, laws, by-laws, regulations, requirements and orders from time to time in force during the currency of this Lease (including, without limitation, federal and provincial enactments, zoning and building by-laws and any other governmental or municipal regulations) that relate to the use or occupation of the Leased Premises, or to the making of any repairs, replacements, alterations, additions, changes or substitutions to or of the Leased Premises.

The Tenant covenants with the Landlord that the Tenant shall comply with or cause to be complied with all police, fire and sanitary orders or regulations imposed by federal, provincial or municipal authorities or made by fire insurance underwriters to the extent that the requirements are either reasonable or legal.

Non-compliance with a provision of law or with a regulation referred to in this Section shall not constitute a breach by the Tenant of a covenant in this Section if, during a period of non-compliance, the Tenant or others are actively contesting the validity or interpretation of a provision of law, or the order or regulation, or if any by-law is not currently being enforced, or if the Tenant or others have commenced to comply and are actively taking such action as is necessary to comply.

9. REPAIR

The Tenant shall, at its sole cost and expense, operate, maintain and repair the Leased Premises and all appurtenances thereto in such good order, condition and repair as would a careful and prudent owner and shall keep the Leased Premises free of debris and neat and tidy at all times, all to the satisfaction of the Landlord, acting reasonably.

10. INSPECTION

The Tenant covenants with the Landlord to permit the Landlord or its designates to enter upon and view the condition of the Leased Premises at all reasonable times during the currency of this Lease.



Net Land Lease Page 6 of 17

11. DAMAGE OR DESTRUCTION

In the event of any damage (reasonable wear and tear excepted) or destruction of the Leased Premises, or any portion thereof, the Tenant, within a reasonable period of time following such damage being occasioned, shall diligently and at no expense to the Landlord repair, replace, restore or reconstruct the Leased Premises to a standard and quality consistent with that which existed prior to such damage or destruction being occasioned.

12. SURRENDER OF LEASED PREMISES

12.1 At the expiry or earlier termination of this Lease, the Tenant covenants with the Landlord to surrender and deliver up the Leased Premises to the Landlord in a state of repair that is consistent with this Lease.

Thereupon, the Tenant shall forthwith remove from the Leased Premises all goods, non-permanent or removable equipment, or things (hereinafter referred to as the "Chattels") and shall also repair all damage occasioned to the Leased Premises by reason of such removal. If the Tenant fails to remove any Chattels or Improvements within thirty (30) days of Term expiry, then it is deemed the Chattels and Improvements have been abandoned and the Landlord will take ownership of the Chattels and Improvements. The Landlord may remove and dispose of the Chattels and Improvements at its own cost. The Landlord will provide compensatation to the Tenant for the Improvements in accordance with Subsection 12.2 herein.

12.2 Upon the expiry of the Term, if the Landlord and Tenant do not enter into a renewal agreement or an agreement of sale to convey ownership of the Land to the Tenant, the Landlord will pay to the Tenant an amount equal to fair value for Improvements on the Lands (hereafter Reimbursable Amount). The Reimbursable Amount will be determined by an independent third-party appraiser (Appraiser) mutually agreed to by both parties. If fair value cannot be determined and agreed to by the parties thirty (30) days before the end of the Term, the issue will proceed to arbitration in accordance with Section 22.



Net Land Lease Page 7 of 17

13. REMOVAL OF TENANT'S CHATTELS, IMPROVEMENTS AND FIXTURES

13.1 Prior to or upon the termination of this Lease, the Tenant may elect to remove any or all Improvements, Chattels or fixtures incorporated onto and made part of the Leased Premises, or the Tenant may elect to leave any or all of the said Improvements, Chattels or fixtures without any liability on its part to pay for them.

14. ASSIGNMENT AND SUBLETTING

The Tenant shall not make an assignment of this Lease, nor any transfer or sublease of the whole or part of the Leased Premises without first obtaining the prior written consent of the Landlord, which consent may not be unreasonably withheld or unduly delayed.

15. LIABILITY AND INDEMNITY

The Tenant and the Landlord shall not have any claim or demand against the other or any of its officers, employees or agents for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Leased Premises, or to any person or property including, without limitation, any structures, erections, equipment, materials, supplies, motor or other vehicles, fixtures and articles, effects and things erected, brought, placed, made or being on or about the Leased Premises, unless such damage or injury is clue to the negligence of any officer, employee or agent of the Landlord or the Tenant while acting within the scope of duty or employment.

The Tenant and the Landlord shall at all times indemnify and save harmless the other, its officers, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, employee or agent of the Landlord or the Tenant while acting within the scope of duty or employment.

This indemnification shall survive the expiry or earlier termination of this Lease.



Net Land Lease Page 8 of 17

16. INSURANCE

- 16.1 The Landlord shall, at its expense, during the currency of this Lease, insure and keep insured the Leased Premises against all loss or damage, direct or indirect on a wording form usual to the industry.
- 16.2 The Landlord shall maintain General Liability Insurance as follows:

The insurance policy shall pay on behalf of the Landlord all sums that the Landlord shall become legally obligated to pay as damages as a result of bodily injury, personal injury or property damage. The limit of liability shall be not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage combined limit. If an aggregate amount is required by the Landlord's insurer, an amount not less than Two Million Dollars (\$2,000,000) will apply separately to and only to:

- 16.2.1 Products and completed operations; and
- 16.2.2 Personal Injury.
- 16.3 The Tenant shall maintain General Liability Insurance as follows:

The insurance policy shall pay on behalfof the Tenant all sums that the Tenant shall become legally obligated to pay as damages as a result of bodily injury, personal injury or property damage. The limit of liability shall be not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage combined limit. If an aggregate amount is required by the Tenant's insurer, an amount not less than Two Million Dollars (\$2,000,000) will apply separately to and only to:

- 16.3.1 Products and Completed Operations; and
- 16.3.2 Personal Injury.
- 16.4 For the purposes of this Section 16 "Products and Completed Operations" shall have the meaning given by the Insurance Bureau of Canada.



Net Land Lease Page 9 of 17

- 16.5 All policies shall be with insurance companies licensed to do business in Saskatchewan.
- 16.6 Both parties hereto shall complete, sign and return to the other a certificate of insurance within thirty (30) days following the reciprocal execution of this Lease, and within thirty (30) days after each anniversary of the insurance policy renewal, as required herein.
- 16.7 The Landlord and the Tenant shall name the other party as an Additional Insured to the policies described in this Section 16.

17. DEFAULT

If the Tenant shall default in the payment of Rent or any other sum required to be paid by the Tenant under this Lease, or if the Tenant shall default in performing or observing any of its other covenants or obligations under this Lease, then the Landlord may give notice of such default to the Tenant requiring the Tenant to cure the default within thirty (30) days following receipt of such notice.

If, at the expiration of such thirty (30) days the default shall continue to exist (or if, in the case of a default, other than a default in the payment of Rent, that cannot, with due diligence, be remedied within thirty (30) days, the remedying or the default has not been proceeded with promptly after the giving of such notice) then, and in every event, this Lease may, at the option of the Landlord, from and after the conclusion of such thirty (30) days, be terminated by further notice to the Tenant and shall expire as fully and completely as if the notice date of such termination were the date stipulated herein for the expiration of the Term of this Lease.

Notwithstanding, the Tenant shall remain liable for any loss or damage suffered by the Landlord. And, notwithstanding the foregoing provisions of this Section, if the default is other than a default in the payment of Rent and reasonably requires more time to remedy than the aforementioned thirty (30) days, then the Landlord shall not have the right to terminate this Lease in the manner herein provided if the remedying of the default is promptly commenced upon receipt of said notice, and is thereafter completed with due diligence.



Net Land Lease Page 10 of 17

18. LANDLORD MAY CURE DEFAULT

The Landlord may, but shall not be obligated to, remedy any default by the Tenant under this Lease. The Landlord shall have the right at all times to enter the Leased Premises for the purpose of remedying any default of the Tenant, and no such entry for such purpose shall be deemed to be a forfeiture or termination of the Lease, and the Tenant shall permit any such entry.

The Landlord shall provide the Tenant with not less than seven (7) days prior written notice of its intention to so enter the Leased Premises for such purpose, but may enter upon a shorter period of notice, or without notice, where in the Landlord's reasonable judgement there is real or apprehended emergency or danger to persons or property, or where any delay in remedying any such default may materially prejudice the Landlord.

The Tenant shall forthwith reimburse the Landlord upon demand for money paid and all expenses incurred by the Landlord in remedying any default, including the Landlord's administration costs thereon in an amount not more than ten per cent (10%) of said expenses, together with, where payment is not made within thirty (30) days of such demand, interest thereon at the rate of ten per cent (10%) per annum calculated from the date of demand for payment from the Landlord.

The Landlord is not obligated to remedy any default of the Tenant and shall not incur any liability to the Tenant for any action or omission in the course of its remedying or attempting to remedy any such default.

The Tenant covenants and agrees with the Landlord that in the event the Tenant fails to pay when due any and all monies that the Tenant has covenanted to pay under this Lease, then the Landlord may, but is not obligated to, pay the same on behalf of the Tenant, and the Tenant shall reimburse the Landlord forthwith upon demand for any amount so paid in the same manner as for other defaults provided herein.



Net Land Lease Page 11 of 17

19. REMEDIES

Any right or remedy available to the Landlord under this Lease shall not exclude or limit any other right or remedy the Landlord may have arising out of this Lease or available at law in respect of any default by the Tenant in the performance or observance of any of its obligations under this Lease. Further, it is agreed that all remedies granted or available to the Landlord are cumulative and the exercise by the Landlord of a right or remedy for a default or breach by the Tenant shall not be considered to be a waiver of or to alter, affect or prejudice any other right or remedy to which the Landlord may be entitled for the same default or breach.

20. ENVIRONMENTAL INDEMNIFICATION

For the purpose of this Section "Hazardous Substances" includes, without limitation, urea formaldehyde foam insulation, asbestos, P.C.B.s, radioactive materials or substances determined to be injurious to human life or health. For the purpose of this Section "Environmental Contaminants" includes, without limitation, Hazardous Substances and hydrocarbons.

The Tenant agrees that it shall not cause or permit any Hazardous Substances to be brought onto, created in, released or discharged from, placed or disposed of on the Leased Premises, nor shall any such Hazardous Substances be used in the construction of any Improvements on the Leased Premises. Violation of this Section by the Tenant shall be considered an act of default by the Tenant and the Tenant shall be liable for any and all costs, expenses, damages or liabilities whatsoever without limitation, directly or indirectly arising out of or attributable to the presence on, under or about the Leased Premises of any Hazardous Substances for which the Tenant is responsible during the currency of this Lease.

The Landlord agrees that it shall not cause or permit any Hazardous Substances to be brought onto, created in, released or discharged from, placed or disposed of on the Leased Premises, nor shall any such Hazardous Substances be used in the construction of any Improvements on the Leased Premises. The Landlord further warrants that prior to granting the Tenant possession of the Leased Premises, the Landlord has not caused or permitted any of such Hazardous Substances to be brought onto, created in, released or discharged from, placed or disposed of on the Leased Premises. Violation of this Section by the Landlord shall be considered an act of



Net Land Lease Page 12 of 17

default by the Landlord and the Landlord shall be liable for any and all costs, expenses, damages or liabilities whatsoever without limitation, directly or indirectly arising out of or attributable to the presence on, under or about the Leased Premises of any Hazardous Substance for which the Landlord is responsible during the currency of this Lease.

The parties to this Lease accept and agree that the Tenant shall not be liable for any existing or past Environmental Contaminants whatsoever that may be present upon the Leased Premises. The parties to this Lease accept and agree that the Tenant shall be liable for any Environmental Contaminants that may thereafter be present upon the Leased Premises as a result of the Tenant's operation thereon.

The Landlord hereby indemnifies and holds the Tenant harmless from any and all claims that may arise from any and all Environmental Contaminants that may be present upon the Leased Premises as a result of the Landlord's operations thereon. The Tenant hereby indemnifies and holds the Landlord harmless from any and all claims that may arise from any and all Environmental Contaminants that may thereafter be present upon the Leased Premises as a result of the Tenant's operation thereon.

The Landlord warrants and agrees that the Leased Premises is free from any Environmental Contaminants and is not in violation of any environmental laws, regulations or orders applicable to Environmental Contaminants, in accordance with a Phase I Environmental Assessment completed in November 2017. If at any time Environmental Contaminants are determined to have been brought onto, created in, released or discharged from, placed or disposed of upon the Leased Premises and such Environmental Contaminants exist as a result of the Landlord's operation thereon, then the Landlord shall be solely liable for any and all costs, expenses, damages or liabilities whatsoever without limitation, directly or indirectly arising therefrom. This warranty shall survive the expiry or earlier termination of this Lease.



Net Land Lease Page 13 of 17

21. NO WAIVER

Any waiver by the Landlord of the strict observance, performance or compliance by the Tenant of or with any provision of this Lease, or an indulgence granted by the Landlord to the Tenant, shall not be considered to be a waiver of any subsequent default or breach by the Tenant, nor entitle the Tenant lo a similar indulgence. To be valid or enforceable against the Landlord any such waiver shall be made in writing.

22. DIFFERENCES/ARBITRATION

All matters of difference arising between the Landlord and the Tenant in any matter connected with or arising out of this Lease, whether as to interpretation or otherwise, shall first be determined jointly by the parties hereto, with both parties acting reasonably and in a timely fashion. Failing such determination, the matter(s) shall be determined by arbitration by one (1) arbitrator, which arbitrator shall be chosen by mutual agreement of the parties hereto. In the event the parties cannot agree on a single arbitrator, then the matter(s) shall be determined by three (3) arbitrators, of which one (1) each shall be appointed by the Landlord and the Tenant, respectively, with the third to be appointed by the two (2) arbitrators so chosen.

All matters of difference submitted for arbitration shall be arbitrated in accordance with the provisions of The Arbitration Act of Saskatchewan and any determination so rendered by the arbitration shall be binding upon the Landlord and the Tenant.

In the case of a single arbitrator acting, each party shall be responsible for payment of one-half of the fee and, in the case of three arbitrators acting, each party shall be responsible for the payment of the fee of its appointee and for one-half of the fee of the third arbitrator.



Net Land Lease Page 14 of 17

23. UNAVOIDABLE DELAY

If by reason of strike, lockout, war, rebellion, material or labour shortage, national emergency, fire, flood, wind, water or other casualty, or by any other matter not within its control, and not caused by its default or act of commission or omission, and not avoidable by exercise of reasonable effort or foresight, either party hereto, in good faith and without default or neglect on its part, is prevented or delayed in performing work or doing acts required under this Lease, then such non-performance shall be excused for the period of such delay. This provision shall not apply to any non-performance in the payment of Rent required under this Lease.

24. NOTICES

Whenever it is required or permitted under this Lease that notice or demand be given or served by either party, such notice or demand shall be in writing and shall be validly given or sufficiently communicated if forwarded by registered mail as follows:

In the case of the Landlord, to:
Director, Real Estate and Space Planning
Ministry of SaskBuilds and Procurement
2nd Floor, 1920 Rose Street
REGINA SK S4P 0A9

And in the case of the Tenant, to:

Chief Administration Officer City of Swift Current 177 – 1st Avenue North East Box 340 SWIFT CURRENT SK S9H 3W1

or to such other alternate address if advised by notice, and any such notice or demand so given or served shall be deemed to have been sufficiently given, if it was delivered, at the time of delivery thereof and, if it was sent by mail, on the day received or on the third day after it was mailed, whichever is earlier.



Net Land Lease Page 15 of 17

If mailed during or immediately before a strike which disrupts mail service, such notice or demand shall be deemed to be received on the date it was received or on the third day following the termination of such strike, whichever is earlier.

25. TIME IS OF THE ESSENCE

Time is of the essence of this Lease and all provisions hereof.

26. GOVERNING LAW

The headings in this Lease are for convenience of reference only and shall not affect the scope, intent or interpretation of any provisions hereof. This Lease shall be governed by the laws of the Province of Saskatchewan.

27. PROVISIONS ARE SEPARATELY VALID

All the provisions of this Lease shall be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each provision hereof. Should any provision of this Lease be invalid, illegal or not enforceable, it shall be considered separate and severable from this Lease and its remaining provisions as though the said invalid, illegal or unenforceable provision had never been included.

28. EFFECT OF LEASE

This Lease and the provisions hereof shall enure to the benefit of and be binding upon the successors and assigns of each of the parties hereto, subject to the granting of consent by the Landlord as provided herein to any assignment, transfer or sub-lease of this Lease. Where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by the context, and all covenants and obligations shall be deemed joint and several.



Net Land Lease Page 16 of 17

29. NO IMPLIED OBLIGATIONS

No implied terms or obligations of any kind by or on behalf of the Landlord and the Tenant shall arise from anything in this Lease, and the express covenants and agreements herein contained and made by the Landlord and the Tenant are the only covenants and agreements upon which any rights against the Landlord and the Tenant may be founded.

30. ENTIRE AGREEMENT

This Lease shall be deemed to constitute the entire agreement between the Landlord and the Tenant with respect to the subject matter hereof and shall supersede all previous documents, negotiations and representations, whether made in writing or orally, in relation hereto and made by any party to this Lease.

31. NO AGENCY

The parties hereto covenant and agree that nothing in this Lease shall be construed to establish any relationship of agent and principal or joint venture partners as between the Landlord and the Tenant herein.

32. GENERAL COVENANTS

The Tenant covenants that it will pay the Rent reserved herein and shall observe and perform all the covenants, obligations and provisos on the part of the Tenant stipulated herein.

Subject as in this Lease provided, the Landlord covenants that the Tenant shall and may peacefully possess and enjoy the Leased Premises during the currency of this Lease without interruption or disturbance from the Landlord, or any person lawfully claiming by, from or under the Landlord.



Ministry of SaskBuilds and Procuremet

Project: S4 0016 – 440 Central Avenue South, Swift Current

Net Land Lease Page 17 of 17

33. ACCEPTANCE

The Tenant hereby accepts this Lease of the aforedescribed Leased Premises to be held by it as Tenant and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

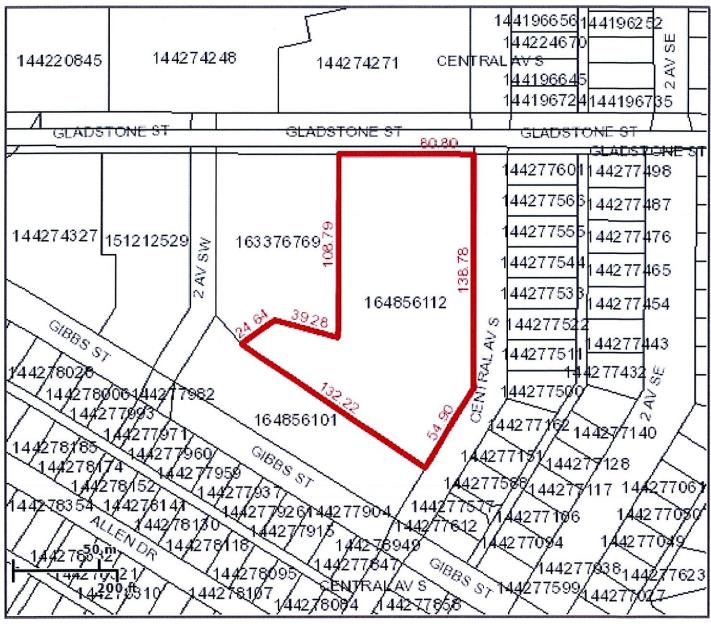
SIGNED, SEALED AND DELIVERED	HER MAJESTY THE QUEEN,
by the Landlord this 18th day	in the right of the Province of
of May , 2022	Saskatchewan, as represented by
in the presence of:	the Minister of SaskBuilds and
	Procurement
Scheston	Per: Karen Committo for:
Witness	Miguel Morrissette
	Assistant Deputy Minister
	Infrastructure Design and Delivery
SIGNED, SEALED AND DELIVERED	CITY OF SWIFT CURRENT
by the Tenant this day	
of , 2022	
in the presence of:	
	Per:
Witness	Name:
	Title:

Information Services Corporation

APPENDIX "A"

Surface Parcel Number: 164856112

REQUEST DATE: Wed Aug 16 15:53:49 GMT-0600 2017



Scale: 1:4514

Owner Name(s): Her Majesty the Queen (Saskatchewan)

Municipality: CITY OF SWIFT CURRENT

Area: 1.503 hectares (3.71 acres)

Converted Title Number: 91SC14782G

Title Number(s): 139887130 Parcel Class: Parcel (Generic)

Ownership Share: 1:1

Land Description: Blk/Par 2-Plan 60SC08045 Ext 2

Source Quarter Section: SE-24-15-14-3

Commodity/Unit: Not Applicable



City of Swift Current

C.A.O. Report

Date:

May 18, 2022

To:

Chief Administrative Officer

From:

General Manager of Community Services

Subject:

Inclusive Playground Project

BACKGROUND

During the community's consultation process of the 2021 Recreation, Parks and Culture Master Plan, a need for an inclusive playground was identified. This park and playground is designed to meet the seven (7) principles of a universal design.

The City applied for funding from the Canada Community Revitalization Fund (CCRF) for a Community Inclusive Accessibility Playground Project. Resolution No. 151 was approved by Council on July 5th, 2021, supporting this application.

DISCUSSION

After notification of successful grant funding the City posted an RFP on Saskatchewan Tenders and the City website. RFP, CSC-22-R-008 opened March 24th, 2022 and closed April 13th, 2022. A total of 11 submissions were received from eight (8) suppliers, with no local applicants. Three (3) City staff independently scored the submissions based on the following criteria:

- Price
- Warranty
- Design
- References
- Delivery Time

Submissions ranged from \$359,761.30 to \$462,523.12, with the highest scoring submission being accepted. The budgeted amount for this play strucure was \$437,000.

The next step, after accepting the bid, is for the bid winner to conduct a community consultation session, as required by the bid. This consultation process will allow community

members to review the design and provide their input to fully ensure the playground meets the needs of the community. Details will be confirmed once the tender is awarded.

RECOMMENDATION

THAT Council awards the supply and install of an inclusive accessible playground structure to Playgrounds-R-Us, in an amount not exceeding the budget of \$437,000 (PST included, GST excluded).

Jim Jones, General Manager of Community Services

CAO Recommendation:

I concur with the recommendation.

Marty Salberg, Acting CAC



City of Swift Current

C.A.O. Report

Date:

May 16, 2022

To:

Acting Chief Administrative Officer

From:

City Clerk

Subject:

Waiver of Noise Bylaw

BACKGROUND

In the past, the SaskPower Windscape Kite Festival and Long Day's Night Music Festival has been held in Swift Current. After a two (2) year pause this will once again be held in June. These events create a positive spin-off in the business community and attract a large number of people each year.

DISCUSSION

The events will be held from Thursday, June 16th to Sunday, June 19th in the open field on the southwest edge of the City (corner of 11th Avenue S.W. and Marston Street). In order to accommodate the Music Festival, the organizers have requested that the City's Noise Bylaw be waived.

RECOMMENDATION

THAT the City of Swift Current's Noise Bylaw No. 25 - 2014 be waived to accommodate the Long Day's Night Music Festival events to be held from June 16^{th} to June 19^{th} , 2022 inclusive.

ackie Schlamp, City Clerk

CAO Recommendation:

I concur with the recommendation.

Marty Salberg, Acting CAO



City of Swift Current

C.A.O. Report

Date:

May 19, 2022

To:

Acting Chief Administrative Officer

From:

City Clerk

Subject:

Summer Council Meetings

BACKGROUND

For the past number of years, City Council has reduced the number of Council meetings held during the summer months to accommodate vacation time for members of Council and Administration.

DISCUSSION

Administration will continue to work within the current time parameters to ensure all matters are brought before Council prior to the onset of summer vacation. In the event a time sensitive matter should arise, a special Council meeting can be called with Council's consent.

RECOMMENDATION

THAT the Council meetings of July 11th and August 8th, 2022 be cancelled.

Jackie Schlamp, City Clerk

CAO Recommendation:

I concur with the recommendation.

Marty Salberg, Acting CAO

A BYLAW of the City of Swift Current, in the Province of Saskatchewan, to fix and levy the annual rate of taxation and the base tax for the year 2022.

NOW THEREFORE, COUNCIL FOR THE CITY OF SWIFT CURRENT IN COUNCIL ASSEMBLED ENACTS AS FOLLOWS:

1. That the uniform rate of taxation to be levied on all taxable assessment in the City of Swift Current, Saskatchewan, for the year 2022 shall be as follows:

	Uniform Mill Rate
General Municipal	11.245 Mills
Chinook School Division No. 211 and Holy Trinity	
Roman Catholic Separate School Division No. 22	
- Agricultural Property	1.42 Mills
- Residential Property	4.54 Mills
- Commercial/Industrial Property:	6.86 Mills
- Resource	9.88 Mills

In accordance with Section 259 of *The Cities Act* the Base Tax shall be applied on the following classes of properties within the City of Swift Current:

Class	Base Tax Amount	
Residential	\$	820.00 per property
Residential Condominium	\$	820.00 per unit

3. Where a property is classified within more than one property classification by the City Assessor, the base tax amount will be applied to the residential portion of that property.

- 4. Discounts shall be allowed on all 2022 levies in accordance with the Bylaws of the City of Swift Current.
- 5. THAT Bylaw No. 3 2021 is hereby repealed.
- 6. THIS BYLAW shall come into force and have effect from the first (1st) day of January, 2022.

MAYOR	CITY CLERK
IVIATOR	CITT CLERK

INTRODUCED AND READ a first time this 30th day of May, 2022.

READ a second time this 30th day of May, 2022.

READ a third time and finally passed this 30th day of May, 2022.

A BYLAW of the City of Swift Current, in the Province of Saskatchewan, to establish mill rate factors.

WHEREAS Section 255 (1) of *The Cities Act*, authorizes the Council, by bylaw, to set mill rate factors for the purpose of establishing the levy for a taxable assessment; and

WHEREAS pursuant to Section 288 (7) of *The Education Act*, mill rate factors established by the municipality cannot be applied to the school tax mill rates;

WHEREAS the Council of the City of Swift Current, in the Province of Saskatchewan, deems it advisable and expedient that mill rate factors be established:

NOW THEREFORE, COUNCIL FOR THE CITY OF SWIFT CURRENT IN COUNCIL ASSEMBLED ENACTS AS FOLLOWS:

- THAT the City of Swift Current, in the Province of Saskatchewan, will establish a mill rate for the purpose of taxation pursuant to Section 255 of *The Cities Act*, and will apply to the aforementioned mill rate the mill rate factors that are outlined in this bylaw.
- 2. THAT the tax mill rate factors shall be as follows:
 - 2.1 THAT the mill rate factor to be utilized in respect to the land, improvements or both of the Agricultural classes as approved by *The Cities Act* shall be 2.4160.
 - 2.2 THAT the mill rate factor to be utilized in respect to the land, improvements or both of the Residential classes as approved by *The Cities Act* shall be .3940 for residential properties.
 - 2.3 THAT the mill rate factor to be utilized in respect to the land, improvements, or both of the Multi Unit Residential sub class as approved by *The Cities* Act shall be 1.2355.

- 2.4 THAT the mill rate factor to be utilzed in respect to the land, improvements or both of the Multi Unit Residential sub class for multi plex units between 4 and 6 units as approved by *The Cities Act* shall be .8060.
- 2.5 THAT the mill rate factor to be utilized in respect to the land, improvements or both of the General Commercial sub class as approved by *The Cities Act* shall be 1.4781.
- 2.6 THAT the mill rate factor to be utilized in respect to the land, improvements or both of the Commercial 2 sub class as approved by *The Cities Act* shall be 1.7560.
- 2.7 THAT the mill rate factor to be utilized in respect to the land, improvements or both of the Commercial 3 sub class as approved by *The Cities Act* shall be 2.2040.
- 2.8 THAT the mill rate factor to be utilized in respect to the land, improvements or both of the Commercial 4 sub class as approved by *The Cities Act* shall be 3.5331.
- 2.9 THAT the mill rate factor to be utilized in respect to the land, improvements or both of the Elevator class as approved by *The Cities Act* shall be 2.1339.
- 2.10 THAT the mill rate factor to be utilized in respect to the land, improvements or both of the Pipeline class as approved by *The Cities Act* shall be 1.4003.
- 3. THAT Bylaw No. 4 2021 be hereby repealed.

4.	THIS BYLAW shall come into force and have effect from the first (1st)	day
	of January, 2022.	

MAYOR		CITY CLERK
IIIATON		OIII OLLINI

INTRODUCED AND READ a first time this 30th day of May, 2022.

READ a second time this 30th day of May, 2022.

READ a third time and finally passed this 30th day of May, 2022.

A BYLAW of the City of Swift Current, in the Province of Saskatchewan, to provide for the creation of a special tax within the current year.

WHEREAS the Council of the City of Swift Current deems it desirable and necessary to fund the commitment to the Long Term Care Facility.

NOW, THEREFORE, the Council of the City of Swift Current in the Province of Saskatchewan, enacts as follows:

- 1. THAT pursuant to Section 275 of *The Cities Act*, a special tax based on each parcel of land with improvements is to be based as follows:
 - a) A flat rate of \$35.00 per property for residential with improvements;
 - b) Multi-family landlords will be charged the flat rate of \$35.00 multiplied by the number of units in the property;
 - c) Commercial properties to be based on the following:

Assessment	Amount
225,000 or less	\$ 58.00
225,001 to 325,000	\$ 93.00
325,001 to 425,000	\$128.00
425,001 to 525,000	\$163.00
525,001 to 625,000	\$198.00
625,001 to 725,000	\$233.00
725,001 to 825,000	\$268.00
825,001 or more	\$303.00

- The revenue raised by the special tax fund the commitment to the Long Term Care Facility.
- That interested persons may request the City to review the application or calculation of a special tax on property if they consider that an error or

omission was made in that application or calculation. They may do so by requesting the same in writing to the City's General Manager of Corporate Services.

4. This Bylaw shall have force and have effect from the first (1st) day of January, 2022, upon final reading from Council.

MAYOR CIT	Y CLERK
-----------	---------

INTRODUCED AND READ a first time this 30th day of May, 2022.

READ a second time this 30th day of May, 2022.

READ a third time and finally passed this 30th day of May, 2022.

A BYLAW of the City of Swift Current, in the Province of Saskatchewan to provide for the exemption from taxation for the 2022 assessment of certain properties.

WHEREAS Section 262 of *The Cities Act*, authorizes a Council to exempt from taxation in whole or in part any land, improvements or business; and

WHEREAS various charitable organizations and businesses have made application to the City of Swift Current for exemption from taxation;

NOW THEREFORE THE COUNCIL OF THE CITY OF SWIFT CURRENT IN COUNCIL ASSEMBLED ENACTS AS FOLLOWS:

- 1. THAT for the year 2022, 100% of the land and improvements assessment of the following properties be exempt from taxation:
 - a) Roll No. 515202900-01
 Society for the Prevention of Cruelty to Animals
 Block 1, Plan 79SC05303
 2101 Knight Crescent
 - b) Roll No. 504815000-01Sask. Abilities Council Inc.Lots 9 15, Block 7, Plan DV18391551 North Railway Street West
 - c) Roll No. 485200100-01 Elmwood Golf Club Block D, Plan 81SC02414 2105 Hillcrest Drive
 - d) Roll No. 515026900-01
 Southwest Homes for the Handicapped
 Lots 4 7, Block 2, Plan H3605
 440 South Railway Street East
 - e) Roll No. 504923450-01 Canadian Mental Health Association Lot 20, Block 85, Plan 102015111 176 4th Avenue North West

- f) Roll No. 494904800-01 & 494904850-01 Southwest Crisis Services Inc. (Southwest Safe Shelter) Lot 10, Block A, Plan 59SC04324 Lot B, Block A, Plan 79SC03540 400 Begg Street
- g) Roll No. 505002600-01 SC Lodge No 26 AF and AM GRS Lots 19 - 20, Block 66, Plan K5486 106 Chaplin Street West
- h) Roll No. 504926000-01 Sask Property Management (Sask. Abilities Council Portion Only) Block 68A, Plan 74SC08726 350 Cheadle Street West
- i) Roll No. 504911200-01
 Pioneer Co-op
 (SARCAN Recycling Depot)
 Lots 16 25, Block G, Plan D5431
 995 Cheadle Street West
- j) Roll No. 504806600-01
 SeaBrook Holdings Inc.
 (Sask. Abilities Council Portion Only)
 Lots 5 6, Block 10, Plan EA1556
 1505 Chaplin Street West
- k) Roll No. 505007800-01 Southwest Cultural Development Group Lot 7, Block 64, Plan K5486 227 Central Avenue North
- Roll No. 505012450-01
 Society for the Prevention of Cruelty to Animals (SPCA Used Book Store)
 Lot 5, Block 49, Plan 2230
 37 1st Avenue North East

- m) Roll No. 465201150-01
 Dr. Noble Irwin Regional Healthcare Foundation Inc. (Habitat for Healthcare)
 Lot 2, Block C, Plan 101898074
 2051 Saskatchewan Drive
- n) Roll No. 505002500-01 Saskatchewan Mennonite Central Committee Lot 17, Block 66, Plan K5486 148 1st Ave North West
- o) Roll No. 515013050-01 Southwest Homes Inc. Lot 14, Block 35, Plan AD2910 201 Gladstone Street East
- P) Roll No. 505012300-01
 East Side Church of God
 Lot 23, Block 49, Plan 98SC16073
 55 1st Avenue North East
- q) Roll No. 505008200-01
 Governing Council of the Salvation Army
 Lot 4, Block 55, Plan B4312
 151 Central Ave North
- r) Roll No. 484815900-01 Southwest Homes Inc. Lot 59, Block 63, Plan 97SC08367 514 Palliser Drive
- s) Roll No. 484904550-01 Southwest Homes Inc. Lot 18, Block 39, Plan 76SC12869 369 Walsh Trail
- t) Roll No. 505019300-01 Southwest Homes Inc. Lot 7, Block 58, Plan K5486 133 3rd Ave North East
- u) Roll No. 505209100-01 Southwest Homes Inc. Lot 34/35, Block 1, Plan E5048 1444 Crawford Avenue

- v) Roll No. 505010550-01 Fresh Start Program Inc. Lot 12, Block 64, Plan K5486 214 1st Ave North East
- w) Roll No. 484820900-01Fresh Start Program Inc.Lot 10, Block 67, Plan 101938451708 Cooper Drive
- x) Roll No. 525003950-01 Southwest Homes Inc. Lot 2/3, Block 46, Plan G3601 408 3rd Ave South East
- y) Roll No. 505015250-01 Southwest Youth Emergency Shelter Inc. Lot 10, Block 76, Plan K5486 205 Herbert Street East
- z) Roll No. 484920500-01 SC Housing Authority (Southwest Homes Inc.) Lot 1, Block 45, Plan 78SC02554 412 Milburn Crescent
- aa) Roll No. 495017250-01 SC Housing Authority (Southwest Homes Inc.) Lot 11, Block 89, Plan AB368 135 Sidney Street East
- bb) Roll No. 505023850-01 102114379 Saskatchewan Ltd (Mennonite Central Committee Furniture Store) Lot 9/11, Block 46, Plan 2230 417 North Railway Street East
- cc) Roll No. 505020000-01
 David & Lorraine Dyck
 (Restoration House Church Portion Only)
 Lot 21, Block 47, Plan 98SC16073
 321 North Railway Street East

- dd) Roll No. 505204050-01 Natural Wonders Early Learning Centre Lot 9/10, Block C, Plan ED3801 1465 Winnie St East
- ee) Roll No. 504922800-01
 Natural Wonders Early Learning Centre
 (Natural Wonders Early Learning Centre Portion Only)
 Lot 13/15, Block 86, Plan K5486
 406 Cheadle St West
- ff) Roll No. 504923000-01 Natural Wonders Early Learning Centre Lot 11, Block 85, Plan K5486 102 4th Ave North West
- gg) Roll No. 504701500-01 SC Aerie 1728 Fraternal Order of Eagles Lot 1, Block B, Plan 62SC01510 (Partial Exemption Only) 1910 South Service Rd West
- hh) Roll No. 505107250-01 SC Child Care Society Lot 1-2, Block 13, Plan G2539 287 13th Ave North East
- Roll No. 505207450-01
 101192785 Saskatchewan Ltd
 (SC and District Early Childhood Intervention Program Portion, Family Resource Center Portion and South West Homes Portion)
 Lot B, Block 102, Plan 102270440
 2150 Walker Street
- jj) Roll No. 504814450-01 Eliminators Car Club Lot 19/22 INC, Block 5, Plan DV1839 1255 North Railway Street West

2.	THAT this bylaw shall come into force and have effect on t final passing thereof.	the day of the
	MAYOR	CITY CLERK
IN	TRODUCED AND READ a first time this 30 th day of May,	2022.
RE	EAD a second time this 30 th day of May, 2022.	
RE	EAD a third time and finally passed this 30 th day of May,	2022.



Regular Meeting Agenda

Wednesday, May 16th, 2022

1:00 pm

- I. Call to Order
- II. Adoption of Agenda
- III. Approval of Minutes from last meeting
 - a) April 27th, 2022 Regular Meeting
- IV. Business Arising from Minutes
- V. Correspondence
- VI. Management Report
 - a) Accounts
 - b) Income Statement as at May 16th, 2022
 - c) Balance Sheet as at May 16th, 2022
 - d) CEO Report -verbal
- VII. New Business
 - a) Mortgage Renewal Innovation CU
- VIII. Other
 - a)
- IX. Adjournment

Swift Current Ag & Ex's Mission Statement:

"To provide service to and enhance the life of residents of the community and the region in the areas of agriculture, entertainment, sport and culture."

Minutes - BOARD OF DIRECTORS - May 18, 2022

- CALL MEETING TO ORDER (7:00 pm 9:00 pm)
- APPROVAL OF AGENDA
 - APPROVAL OF MINUTES April 20, 2022

OLD BUSINESS

• Bull Riding

NEW BUSINESS

- Job Request Form Due
- Committee Reports
 - Financial Report April 2022 financials
 - Office Report
 - Grounds Report
 - City Council Report
 - Doc's Town
 - Communications
 - Trade Show April 30 & May 1, 2022
 - Discover the Farm April 27, 28 & 30, 2022
 - Youth Initiative
 - Frontier Days- June 29 July 2, 2022
 - Gates & Parking
 - Entertainment
 - Concessions
 - Saloon
 - Security
 - Parade/Kiddies Day Parade Parade Marshal
 - Pancake Breakfast
 - Janitorial Clean Up Crew
 - Commercial Exhibits
 - Livestock
 - Equine
 - Rodeo
 - Ranchman's / Junior Stockman's
- OTHER BUSINESS
- DATE & TIME NEXT MEETING:
 - June 15, 2022, at 7:00PM, Palliser Pavilion, Kinetic Room or by Zoom

MEETING ADJOURNED



SWIFT CURRENT & DISTRICT CHAMBER OF COMMERCE BOARD MEETING AGENDA Wednesday May 18, 2022 | 5:00pm

Living Sky Casino Event Centre or Virtual Conference Call via TEAMS- Swift Current, SK.

- 1. Approval of the Agenda
- 2. Approval of Minutes from the April 20, 2022 meeting
- 3. CEO Report and General Update
 - a. CEO Report (Karla)
 - b. Executive Assistant Report (Heidi)
- 4. Group Reports
 - a. City of SC update (Pat Friesen)
 - b. RM #137 update (Butch Gering)
 - c. Financial (Chelsey, Alicia)
 - i. Review of April financials and MOTION to approve
 - d. Administration (Logan, Doug, Vim)
 - i. General update
 - ii. Executive committee as per Bylaws there are 4 officers plus 1 other director
 - e. Advocacy (Warren, Shaun, Nathan)
 - i. General update
 - f. Membership Value (Mark, Garry)
 - i. General update
 - ii. **MOTION** to approve new members:
 - g. Communications (Kelsey, Lindsay, Bryce)
 - i. General update
 - h. Networking & Connections (Nathan, Lindsay)
 - i. General update
 - ii. Chamber Challenge
- 5. New Business
 - a. Welcome Bryce Martin
 - b. Summer Chamber Event
 - c. Summer Student welcome back Meadow Coates
 - d. Prairies CAN funding application for Shop Southwest
 - e. Canada Shop LOCAL video project update
 - f. Electronic **MOTION** made April 22, 2022 to approach Bryce Martin to fill the vacant Board Director seat by appointment until the next AGM, at which time he would be up for election to the Board of Directors. Shaun Hanna/2nd Chelsey Stock. None opposed.
- 6. In Camera
- 7. Adjournment

Next Chamber Board meeting June 15, 2022.



REQUEST FOR ITEM TO BE DISCUSSED 'EN CAMERA'

Date:

May 27, 2022

Subject:

Contracts and Proposals

Request from:

Mayor Al Bridal

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.

Jim Jones, Acting CAC

MEETING REQUESTED TO BE HELD: <u>immediately following the Council</u> <u>meeting on May 30th, 2022.</u>

Staff Members to be in Attendance: Acting Chief Administrative Officer, General Manager of Corporate Services, General Manager of Infrastructure and Operations and the City Clerk.



REQUEST FOR ITEM TO BE DISCUSSED 'EN CAMERA'

Date:

May 27, 2022

Subject:

Personnel Matters

Request from:

Jim Jones, Acting CAO

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

Section 16

Request Justification:

Plans or positions related to pending management,

personnel, policy, or budgeting decisions.

Wim Jones, Acting CAO

MEETING REQUESTED TO BE HELD: <u>immediately following the Council</u> Meeting on May 30th, 2022.

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