

# **COUNCIL MEETING**

Monday, July 25, 2022 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 June 27, 2022.

Adoption of the minutes of the Special Council meeting held July 13, 2022.

# **PROCLAMATIONS**

#### **DELEGATIONS**

1 Staff Sergeant Evan Gordon, Swift Current City RCMP, will attend to discuss RCMP issues.

# PUBLIC HEARINGS/PUBLIC NOTICE MATTERS/ORDERS

# **ITEMS FOR ACTION**

- **2** Accounts.
- 8 Report regarding Urban Highway Connector Program Agreement.

#### REPORTS FOR INFORMATION

#### **BYLAWS**

23 Bill No. 6 – 2022 A Borrowing Bylaw for financing within Utility Operations (Capital Investments).

Notice given June 27, 2022.

Will receive three readings – Councillor Plewis



# **COUNCIL MEETING**

Monday, July 25, 2022 6:30 p.m. Council Chambers, City Hall

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**25** Bill No. 7 – 2022

A Borrowing Bylaw for financing within Utility Operations (North Hill Reservoir Pump Station Upgrade).

Notice given June 27, 2022.

Will receive three readings – Councillor Switzer

# **UNFINISHED BUSINESS**

# **NEW BUSINESS**

27 Swift Current City Detachment Community Policing Report for June, 2022.

# **COMMUNICATIONS**

#### ITEMS REQUESTED TO BE DISCUSSED EN CAMERA

# **REPORTS OF COUNCIL MEMBERS/ENQUIRIES**

#### **ADJOURNMENT**

#### **NEXT MEETING DATE:**

Monday, August 22, 2022 – 6:30 p.m.

# **COMMUNITY POLICING REPORT**

To: The Mayor City of Swift Current	From: N.C.O. In Charge Swift Current City Det.	Months of April to June 2022
	•	Date Prepared 2022-07-20
		Phone No. (306) 778-4870

# OFFENCES REPORTED AND/OR COMMITTED IN COMMUNITY

VIOLATION	April to	April to	April to	YTD	YTD	YTD
	June/2022	June/2021	June/2020	2022	2021	2020
Fatal Motor Vehicle Accident						
Injury Motor Vehicle Accident	1	3	5	8	5	12
Reportable Vehicle Accident	19	20	16	59	46	49
Fail to Remain (Hit & Run)	22	16	19	42	40	42
<b>Provincial Traffic Offence</b>	771	1431	490	1395	2620	959
Impaired Driving Offence	29	20	19	46	31	52
Liquor Act	17	21	13	29	28	27
Coroners Act	5	7	4	17	8	6
Mental Health Act	52	40	57	105	83	120
Other Criminal Code	86	86	109	174	185	188
Weapons Offence	6	7	12	14	12	29
Drug Enforcement	22	23	39	37	55	74
Sexual Offences	2	6	5	7	14	14
Robbery/Extortion/Harassment	39	43	70	78	94	112
Assault (excl. Sexual Assault)	64	53	52	101	116	128
Theft Under \$5,000	55	38	30	97	59	92
Theft Over \$5,000	9	3	2	14	7	3
<b>Possession Stolen Property</b>	8	3	10	16	10	28
Mischief	97	88	72	145	137	126
Fraud	35	28	35	70	58	115
Break & Enter – Business	4	1	1	5	1	8
Break & Enter – Residence	4	3	2	9	10	8
Break & Enter - Other	2	2	1	4	4	17
Arson			2			2
Missing Person	4	10	10	8	17	16
Peace Bond			2		2	5
Criminal Record Checks	607	351	140	933	518	571
<b>Total Occurrences</b>	1254	1385	1185	2302	2433	2338

(E.M. GORDON), Staff Sergeant Detachment Commander Swift Current City Detachment June 28, 2022

TO:

Council

FROM:

Kari Cobler, General Manager of Corporate Services

RE:

Accounts

Enclosed are the General Revenue Fund Disbursements for the period Jun 14 - 28, 2022

	Current	Year to Date
Regular Accounts (2022)	232,948.09	2,200,618.62
Payroll Benefits	475,832.12	4,975,378.31
School Payments (Holy Trinity RCSSD #22)	-	157,170.72
School Payments (Minister of Finance)	-	780,276.85
Sask Power - (Energy Purchase)	-	6,031,434.19
Sask Power	-	146,129.17
SaskEnergy		401,215.74
SaskTel	-	95,632.56
General Contractors:		
AECom Canada Ltd	-	12,999.38
Anthratech Western Inc	-	15,661.79
ATS Traffic	-	34,100.24
B & A Petroleum	12,635.45	264,756.78
Blenders	· -	31,995.00
Blue Hill Excavating	, <del>-</del>	48,302.10
Canadian Pacific Railway	-	16,343.72
CDW Canada	-	55,379.42
Chemtrade West	15,215.40	120,009.46
Chinook Regional Library	-	226,606.50
Choice Electrical Supply	-	92,135.95
Cleartech Industries Inc	-	87,116.07
Comprehensive Community Swift Current Inc	-	10,000.00
Cummins Western Canada	10,630.58	10,630.58
Dave's Trucking & Skid Steer		15,697.50
Delco Automation Inc	-	44,673.06
Double Dare Design	21,000.00	63,546.79
Early's Farm & Garden Inc	-	16,048.26
Econolite Canada Inc	-	25,382.70
Eecol Electric Ltd	-	46,005.03
Elevation Landscaping Inc	-	33,811.05
Emco	-	52,658.67
Fer-Marc Equipment	-	31,219.47
Flaghouse	-	15,345.46
FP Teleset	-	73,500.00
Full Line Ag Sales Ltd	-	82,341.94
Gescan	-	49,790.72
Giesbrecht, Les	, -	48,090.00
Gordon Ralph Tams	-	22,116.23
Granicus, LLC	11,757.92	11,757.92 2

Cuillovin International Co		32,362.66
Guillevin International Co Harbuilt Construction Ltd	149.004.55	1,401,025.58
	148,094.55	36,585.64
HJR Asphalt	-	20,618.69
Imaginit Saskatchewan	-	·
Impac Canada	11.002.64	115,316.66
Insight Canada Inc	11,092.64	52,316.95
IRC Building Science Group	15,225.00	15,225.00
Itron	-	47,785.50
Jet Construction Ltd	-	11,766.00
JMP Solutions		13,692.96
Kim & Yan Clean	11,375.84	59,205.76
KK Golf Management	56,013.08	203,635.89
Klein's Electrical Inc	=	17,108.10
KMS Construction	-	199,522.38
Knudsen Excavating	-	239,351.80
Kramer Holding Inc	-	28,549.20
Len's Plumbing & Heating	-	35,709.09
Martin Deerline	-	26,677.74
Mastec Canada Inc	-	502,564.32
Metercor Inc	-	30,809.83
Microage	24,764.09	112,845.20
Mid Contiental Pump Supply	-	37,145.04
MNP LLP	18,651.15	18,651.15
Mobile Paving	-	308,871.35
MPE Engineering Ltd	15,680.18	33,386.36
Nijo Yard Supplies	· -	28,292.01
Nutrien Ag Solutions	-	13,406.40
Oracle Corporation Canada	-	43,831.48
Pacific Flow Control Ltd	_	24,093.66
Perfectmind	_	11,865.00
Prairie Central Line Supply	2	47,439.30
PTW Facility	_	28,874.91
Ram Air Gear Dryer	-	10,258.41
RCMP	849,881.00	1,699,762.00
Rhettro's Bobcatting Service	=	32,838.75
Riverside Electric Ltd	_	108,252.07
Rock Solid Trucking	_	67,285.05
Rocky Mountain Phoenix	_	41,343.06
Saasycloud.com Inc	_	42,235.50
Sask Asphalt Maintenance	10,489.50	32,967.00
Saskatchewan Abilities Council	10,403.30	335,534.78
	_	26,151.30
Saskatchewan Public Safety Agency	-	55,965.25
See More Green (SMG)	-	
SGI	-	90,294.93
Shaw's Electric Ltd	-	15,405.20
Snap-on Tools (J-Star Tools)	-	15,534.45
Souris Valley Industries	-	18,296.76
Sound Horticulture	-	25,639.99

Southern Star Trucking	-	55,356.19
Southwest Cultural Development Group	-	64,500.00
Southwest Paving	31,302.00	141,178.68
Standard Motors	-	65,515.87
Stella-Jones	33,882.75	33,882.75
Stevenson Industrial Refrigeration	-	142,068.70
SUMA	-	21,373.31
Swift Current Bronco Hockey Club	-	19,498.08
Swift Current Chamber of Commerce	_	15,972.00
Swift Current Downtown Heritage		20,000.00
Swift Current Lions Club	-	12,000.00
Teamviewer Inc	-	26,839.20
Top Shot Concrete Inc	-	141,858.00
Tourism Swift Current	-	112,250.00
Trail Excavating	-	225,408.97
Trans Canada Contracting Ltd	169,521.58	753,584.84
Triways Disposal Services	108,361.76	633,761.73
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	-	79,217.17
Wilf's Oilfield Service	21,423.00	21,423.00
Wolseley	-	18,585.84
WSP Canada Group Ltd	-	107,446.00
Xylem Water Solutions	-	92,623.95
TOTAL	\$ 2,305,777.68	\$ 26,302,986.09

# RECOMMENDATION:

I recommend that \$2,305,777.68 in disbursements be approved.

REPORT PREPARED BY:

Lisa Hagen, Accounts Payable Supervisor

SIGNATURE: disc Hapman

I concur with the recommendation

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July 11, 2022

TO:

Council

FROM:

Kari Cobler, General Manager of Corporate Services

RE:

Accounts

Enclosed are the General Revenue Fund Disbursements for the period Jun 29 - July 11, 2022

Juli 29 - July 11, 2022		V4- D-4-
Deguler Assessets (2000)	Current	Year to Date
Regular Accounts (2022)	148,508.31	2,307,657.38
Payroll Benefits	404,180.02	5,379,558.33
School Payments (Holy Trinity RCSSD #22)	578,627.70	735,798.42
School Payments (Minister of Finance)	3,547,071.38	4,327,348.23
Sask Power - (Energy Purchase)	734,152.86	6,765,587.05
Sask Power	-	146,129.17
SaskEnergy	-	401,215.74
SaskTel	-	95,851.79
General Contractors:		
AECom Canada Ltd	-	12,999.38
Anthratech Western Inc	-	15,661.79
Associate Engineering (Sask) Ltd	13,617.00	20,425.50
ATS Traffic	-	34,391.59
B & A Petroleum	62,806.40	327,563.18
Blenders		31,995.00
Blue Hill Excavating	-	48,302.10
Canadian Pacific Railway	_	16,364.72
CDW Canada	-	55,379.42
Chemtrade West	_	120,009.46
Chinook Regional Library	_	226,606.50
Choice Electrical Supply	_	92,135.95
Cleartech Industries Inc	-	95,380.91
Comprehensive Community Swift Current Inc	_	10,250.00
Cummins Western Canada	_	10,630.58
Dave's Trucking & Skid Steer	_	15,697.50
Delco Automation Inc	_	44,673.06
Double Dare Design	_	63,546.79
Early's Farm & Garden Inc	_	16,048.26
Econolite Canada Inc	-	25,382.70
Eecol Electric Ltd	_	46,978.96
Elevation Landscaping Inc	_	33,811.05
Emco	_	53,186.81
Fer-Marc Equipment	_	31,219.47
Flaghouse		15,345.46
FP Teleset	_	73,500.00
Full Line Ag Sales Ltd	_	82,341.94
Gescan	-	49,790.72
GFL Environmental Inc	23,393.16	23,393.16
Giesbrecht, Les	21,367.50	69,457.50
Gordon Ralph Tams	21,007.00	22,116.23
Cordon Naiph Taine	-	22,110.23

Cranicus III C		11 757 00
Granicus, LLC	- 44 440 04	11,757.92
Guillevin International Co	14,110.84	46,473.50
Harbuilt Construction Ltd	-	1,401,025.58
HJR Asphalt	-	36,585.64
Imaginit Saskatchewan	47.000.00	20,618.69
Impac Canada	17,982.00	133,298.66
Insight Canada Inc	-	52,504.41
IRC Building Science Group	-	15,225.00
Itron	-	47,785.50
Jet Construction Ltd	-	11,766.00
JMP Solutions	-	13,692.96
Kim & Yan Clean	-	59,205.76
KK Golf Management	33,501.96	237,137.85
Klein's Electrical Inc	-	17,108.10
KMS Construction	-	199,522.38
Knudsen Excavating	, <del>-</del>	239,351.80
Kramer Holding Inc	-	28,549.20
Len's Plumbing & Heating		37,257.62
Line West Ltd	97,411.14	97,411.14
Martin Deerline	- ,,	26,677.74
Mastec Canada Inc	-	502,564.32
Metercor Inc	-	30,809.83
Microage	-	112,845.20
Mid Contiental Pump Supply	-	37,145.04
MNP LLP	-	18,651.15
Mobile Paving	-	308,871.35
MPE Engineering Ltd	-	33,386.36
Nijo Yard Supplies	=	28,326.42
Nutrien Ag Solutions	<del></del>	13,406.40
Oracle Corporation Canada	-	43,831.48
Pacific Flow Control Ltd	-	24,093.66
Perfectmind	-	11,865.00
Plato's Superior Roofing Ltd	131,548.32	134,436.54
Prairie Central Line Supply	-	47,439.30
Precision Paving Stone & Lands	29,204.80	29,204.80
PTW Facility	-	28,874.91
Ram Air Gear Dryer	-	10,258.41
Rawhide Supplements Ltd	16,113.04	16,113.04
RCMP	- ,	1,699,762.00
Rhettro's Bobcatting Service	-	32,838.75
Riverdene Garden Centre	28,115.62	28,115.62
Riverside Electric Ltd	-	113,304.20
Robertson Family Group	22,920.39	25,342.41
Rock Solid Trucking	-	70,733.25
Rocky Mountain Phoenix	-	41,343.06
Saasycloud.com Inc	-	43,531.43
Sask Asphalt Maintenance	-	32,967.00
Saskatchewan Abilities Council	-	335,534.78
Saskatchewan Public Safety Agency	-	26,151.30
See More Green (SMG)	-	55,965.25
SGI	-	90,294.93

Shaw's Electric Ltd	_	15,405.20
Snap-on Tools (J-Star Tools)	_	15,534.45
Souris Valley Industries	₩	18,296.76
Sound Horticulture	-	26,435.12
Southern Star Trucking	-	59,700.57
Southwest Cultural Development Group	-	64,500.00
Southwest Paving	-	141,178.68
Standard Motors	-	66,160.69
Stella-Jones	_	33,882.75
Stevenson Industrial Refrigeration	-	142,068.70
SUMA		21,373.31
Swift Current Bronco Hockey Club	-	19,498.08
Swift Current Chamber of Commerce	-	15,972.00
Swift Current Downtown Heritage	-	20,000.00
Swift Current Lions Club	=	12,000.00
Teamviewer Inc	-	26,839.20
Top Shot Concrete Inc	-	141,858.00
Tourism Swift Current	-	112,250.00
Trail Excavating	-	225,408.97
Trans Canada Contracting Ltd	-	753,584.84
Triways Disposal Services	-	633,761.73
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	-	79,217.17
Wilf's Oilfield Service	_	21,423.00
Wolseley	-	20,037.17
WSP Canada Group Ltd	32,318.55	139,764.55
Xylem Water Solutions		92,623.95
TOTAL	\$ 5,956,950.99	\$ 32,259,937.08

# RECOMMENDATION:

I recommend that \$5,956,950.99 in disbursements be approved.

REPORT PREPARED BY:

Lisa Hagen, Accounts Payable Supervisor
SIGNATURE: Amalag

APPROVAL: Kabler

I concur with the recommendation

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# City of Swift Current

# C.A.O. Report

Date:

July 14, 2022

To:

Chief Administrative Officer

From:

General Manager of Infrastructure and Operations

Subject:

**Urban Highway Connector Program Agreement** 

#### **BACKGROUND**

In 2009, the City of Swift Current and the Province of Saskatchewan through the Ministry of Highways (MoH), signed a partnership agreement referred to as the Urban Highway Connector Program (UHCP).

Under provincial legislation, urban municipalities are responsible for the roadways within their boundaries. However, the UHCP policy recognizes that municipalities play an important role in the provincial economy by serving as key collection points for goods that are shipped by truck or rail. Consequently, the policy provides a framework to provide maintenance funding for these urban highway connectors based on the provincial interest.

The UHCP roadways are comprised of Highways 1 and 4, including on and off ramps and the Service Roads.

#### **DISCUSSION**

Under the new UHCP Framework Agreement, the MoH will continue to be 100% responsible for Highway 1. The City will receive an annual grant of \$41,741 representing 75% of estimated maintenance costs for Service Roads, Memorial Drive (Springs Drive to Saskatchewan Drive) and Memorial Drive (north end of baseball diamonds to railroad tracks). The term of this agreement is for a ten (10) year period, effective April 1st, 2022.

Typical operational and maintenance items for these roadways include:

- Illumination
- Line Painting
- Mowing
- Asphalt Repairs; and
- Snow and Ice Control

The agreement commits the MoH to fully fund the next rehabilitation of connector and non-connector (Service Roads). Until completion of the rehabilitation of those streets classed as non-connectors, the MoH will continue to provide the annual maintenance grant. Funding for rehabilitation and upgrade projects are based on project applications and available program funding.

# **RECOMMENDATION**

THAT Council approve the Urban Highway Connector Program agreement and that the Mayor and Chief Administrative Officer be authorized to sign the said agreement.

Mitch Minken, General Manager of Infrastructure & Operations mm/jp

#### **CAO** Recommendation:

I concur with the recommendation.

Jim Jones, Acting CAO



#### **URBAN HIGHWAY CONNECTOR PROGRAM**

**BETWEEN:** 

Her Majesty the Queen in the right of the Province of Saskatchewan, represented by the Minister responsible for the Ministry of Highways (herein the "Ministry")

- and -

# **The City of Swift Current**

(herein the "City")

(the Parties)

**WHEREAS** the Ministry is responsible for developing and supporting transportation systems that support the economic growth and well-being of Saskatchewan and in particular and without limitation, is responsible for the administration of Provincial Highways, including the cost of their construction, rehabilitation and maintenance;

**AND WHEREAS** Cities are responsible for the cost of constructing, rehabilitating and maintaining those sections of the provincial highway system that lie within their boundaries, herein called Urban Connectors;

**AND WHEREAS** Urban Connectors are critical trade and transportation corridors between communities within Saskatchewan and between Saskatchewan and its national and international markets;

**AND WHEREAS** the Ministry has an interest in the condition of Urban Connectors and in the safe and efficient movement and exchange of traffic between the provincial highway system and Urban Connectors;

**AND WHEREAS** in furtherance of that interest the Ministry developed the Urban Highway Connector Program to provide a transparent framework that outlines the manner in which the Ministry will assist participating Cities with the cost of capital improvements, rehabilitation and maintenance of Urban Connectors;

**AND WHEREAS** the City has been participating in the Urban Highway Connector Program through the Framework Agreement signed November 7, 2009. The City has been receiving funding under the Operation and Maintenance portion of the Program for the Urban Connectors located within its boundaries.

**AND WHEREAS** the Parties have agreed to enter into a new funding arrangement and need to enter into a new Urban Highway Connector Program Agreement that replaces the

existing Urban Highway Connector Program Framework Agreement signed by the Parties on November 7, 2009.

**THEREFORE**, in accordance with the principles set out above, the Parties agree as follows:

# 1. <u>DEFINITIONS</u>

1.1. For the purposes of this Agreement, the Parties agree to the following definitions:

**Agreement** means this Agreement, including the schedules attached hereto, and any amendments hereto;

**Capital Improvement Project** means the construction of a new transportation asset or an addition to an existing asset, which in either case significantly enhances the service capacity or safety on an Urban Connector;

City means a City within the meaning of The Cities Act;

**Maintenance** means the service and maintenance required to keep an Urban Connector operating in a safe and efficient manner in accordance with the Municipalities statutory obligations;

**Program** means the Urban Highway Connector Program developed by the Ministry, including amendments and revisions;

**Provincial Highway** means a public highway shown as a provincial highway on the official provincial highway map appended to *The Provincial Highway Designation Regulations*, 1990;

**Rehabilitation** means an improvement to an Urban Connector or non-connector required to restore a roadway or structure to a good condition;

**Regional Transportation Planning Study** a joint study between the Ministry and the City to produce a high-level plan for a road network that can safely and efficiently handle the traffic that will be generated by regional growth and development.

**Urban Connector** means a public highway located in a City that connects two provincial highways, as more particularly described in the attached Schedule A; and

**Urban Highway Connector Program or UHCP** means the **Urban Highway Connector Program** developed by the Ministry, including amendments and revisions.

#### 2. TERM OF AGREEMENT

- 2.1. This Agreement shall come into force on April 1, 2022, and shall remain in force for ten years at which time it will be reviewed unless terminated sooner in accordance with paragraph 2.2.
- 2.2. This Agreement may be terminated by either Party by providing at least two year's written notice to the other Party stating that the Agreement will terminate on the date stated in the notice.
- 2.3. The first Urban Highway Connector Program Framework Agreement signed by the Parties on November 7, 2009, and all subsequent amendments, shall cease to be in effect from March 31, 2022, including but not limited to, the commitments outlined in paragraph 7.4 of the first Urban Highway Connector Program Framework Agreement.

#### 3. PROVINCIAL FUNDING FOR MAINTENANCE

- 3.1. The Ministry has financial responsibility for the operations and maintenance and capital improvements of the Urban Connectors, including structures, shown on Schedule A as Level 1.
- 3.2. Subject to this Agreement and Section 33 of *The Financial Administration Act,* 1993, the Ministry will make an annual payment of \$41,741 to the City to assist with the cost of the operations and maintenance of the Urban Connectors shown on Schedule A as Level 2 and Level 3. The City shall be responsible for all other costs related to the operations and maintenance of the Urban Connectors shown on Schedule A. Also included in this amount is payment referred to in paragraph 4.3 below.
- 3.3. The Ministry's payment shall be used exclusively to pay for operations and maintenance of the Urban Connectors identified in Schedule A as Level 2 and Level3. The City may accumulate the Ministry's payments from one year to another for large maintenance expenditures on the Urban Connectors.
- 3.4. The payment referred to in paragraph 3.2 will be paid commencing with the Ministry's fiscal year of 2022-2023, on or before December 31st, in each year during the term of this Agreement in the form of one or two payments totaling the payment amount referred to in paragraph 3.2, provided the Ministry:
  - a) receives a statutory declaration in each year after the first year, signed by the City Manager in accordance with paragraph 9.1; and
  - b) has not issued a notice of deficiency in accordance with paragraph 9.2.

#### 4. PROVINCIAL FUNDING FOR REHABILITATION PROJECTS

4.1. The Ministry will fully fund the next rehabilitation of the roadway of the Urban

Connectors or non-connector public streets described below and in yellow on Schedule A, to a new condition. This Rehabilitation will take place at the Ministry's schedule.

Connectors		
Hwy 4 Bypass connector from the North of Saskatchewan Drive to the Hwy 4 / Central Ave. connector		
Central Ave N from Battleford Trail to the north city limit		
Non-Connectors		
Hwy 1 on-ramp from South Service Road west of 11th Ave (1-18-61-LUB)		
Hwy 1 off-ramp to South Service Road at 6th Ave (1-17-62-LUB)		
Hwy 1 off-ramp to North Service Road east of 6th Ave (1-17-61-RUA)		
North Service Road E from the Hwy 4 Bypass connector to Central Ave N (1-17-81-RUA)		
South Service Road E from the Hwy 4 connector to George St (1-17-82-LUA)		
Hwy 1 off-ramp to South Service Road west of George St (1-18-60-LUB)		
North Service Road W from 11th Ave NW to the west city limits (1-18-81-RUA)		
South Service Road W from 11th Ave NW to the west city limits		
North Service Road		
Trailer Park Access		
Bridge Structures		
On Highway 4 connector over Swift Current Creek, south of the Hwy 1 connector		

- 4.2. The City may apply to the Ministry under the Program to fund other Rehabilitation Projects on Urban Connectors. These projects will be evaluated by the Ministry and a payment will be based on criteria established by the Program and available funding. The Ministry's commitment and payment to any specific project will be defined by a project funding agreement.
- 4.3. For the interval between the signing of the Agreement and the Rehabilitation referred to in paragraph 4.1 of the non-connectors listed therein, the Ministry will pay to the City, an annual grant, prorated for fractional kilometers, to be used by the City to assist with the cost of the operation and maintenance of the said non-connectors. Once the first rehabilitation of a non-connector is complete, the non-connector will be removed from the Ministry's inventory and no annual grant will be provided for this section henceforth.

#### 5. PROVINCIAL FUNDING FOR CAPITAL PROJECTS

5.1. The Parties may identify Capital Projects through the development of the Regional Transportation Planning Study as the case may be. A payment from the Ministry will be based on criteria established by the Program and available funding. The Ministry's commitment and payment to any specific project will be defined by a project funding agreement.

#### 6. PROVINCIAL FUNDING FOR REGIONAL TRANSPORTATION PLANNING STUDY

6.1. The City shall complete a Regional Transportation Planning Study within five years of signing this agreement. The City may use a previously completed Master

Transportation Plan if one is deemed relevant by the ministry.

6.2. The City may apply to the Ministry for funding for a Regional Transportation Planning Study. Funding will be based on criteria established by the Program and available funding. The Ministry's commitment and payment will be defined by a project funding agreement.

# 7. <u>MUNICIPAL RESPONSIBILITY FOR MAINTENANCE OF URBAN CONNECTORS AND</u> PUBLIC HIGHWAYS

- 7.1. The City shall have full responsibility in accordance with its statutory jurisdiction for the maintenance of all streets, roads, public highways, including Urban Connectors, located in the City. The Ministry, subject only to its obligations arising from this Agreement, shall cease to have any responsibility for costs associated with streets, roads and public highways located in the City, including Urban Connectors Level 2 and Level 3 as identified in Schedule A, and shall cease to perform any services or functions related thereto.
- 7.2. The City shall maintain the Urban Connectors to a standard which is suitable for the safe and efficient movement of all vehicles and shall provide the Ministry with a maintenance plan acceptable to the Ministry.
- 7.3. Paragraphs 7.1 and 7.2 shall survive the expiry or termination of this Agreement.

#### 8. ELIGIBILITY AND COMPLIANCE

- 8.1. Annually and prior to the anniversary date of this Agreement, the City shall provide an Affidavit in the form attached as Schedule B, signed by the City Manager, certifying that the Urban Connector is maintained to a standard which is suitable for the safe and efficient movement of all vehicles in accordance with this Agreement and that all work or services provided are of good quality and completed in a good and professional manner, in accordance with recognized standards, methods, practices and principles employed in the industry for similar work and in accordance with the terms of this Agreement and all applicable laws, codes, and regulations.
- 8.2. If the Ministry is of the opinion that the City has failed to maintain the Urban Connector to the level required by this Agreement or is otherwise in breach of this Agreement, the Ministry may give the City notice of the deficiency or breach and an opportunity to remedy the deficiency or breach.
- 8.3. If the Ministry believes in good faith that the City has failed to remedy the deficiency or breach for which notice was given, or that the Ministry suffered loss, damage or costs due to the acts, errors or omissions of the City, the Ministry may terminate this Agreement, set-off such loss, damage or costs against any sum owing to the City, withhold further payment or any portion thereof or demand a refund of its payment or portion thereof, pending resolution pursuant to section 17 of this Agreement.

#### 9. TRAFFIC MOBILITY ON URBAN CONNECTORS

- 9.1. Except where the Ministry agrees otherwise, all persons and vehicles will be able to travel on and across Urban Connectors under the same rules and regulations as when on the connecting Provincial Highways and without limitation, but for greater clarity, the Parties agree:
  - that the provincial regulations for weights for vehicles on Provincial Highways and the transportation of dangerous goods on designated routes shall apply on Urban Connectors;
  - b) to allow oversize and overweight vehicles if provincial permits have been issued;
  - c) to maintain current speed limits, or mutually agree to change them;
  - d) to maintain the current access points and traffic control devices, or mutually agree to change them; and
  - e) to do all things reasonably required to ensure that traffic using the Provincial Highway system is able to travel safely and efficiently across Urban Connectors.
- 9.2. Any alteration or change to the physical or regulatory character of the Urban Connector that impairs mobility of traffic on the Urban Connector, including tolling or other traffic restrictions, must be mutually agreed to and may result in a reassessment of the Ministry's payment.

#### 10. THIRD PARTY FUNDING

10.1. If a third party (in particular the Federal Government) provides dedicated funding towards an Urban Highway Connector project, the Ministry's payment shall be calculated on the balance after the third party funding is subtracted from the cost of the project. The Ministry and the City agree to pursue third party funding when it is available.

#### 11. MINISTRY SERVICES

11.1. The Ministry may, at the City's request and on its behalf, consider providing operations and maintenance services to the City on Urban Connectors, and in this event, the Ministry's payment will, if necessary, be adjusted accordingly.

#### 12. INDEMNIFICATION

12.1. The City agrees at all times, to indemnify and save harmless the Ministry, its officers, servants, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever brought or prosecuted for injury or death to persons or damage to or loss of property, that arise directly or indirectly from the operation, maintenance or repair of the Urban

Connectors or any act or omission of the City or its employees, officers, servants or agents or its contractors, agents including their employees, officers, servants, contractors or agents.

#### 13. INSPECTION AND AUDIT

- 13.1. The Ministry shall, at all times and for all purposes, have full and free access to the site where work or services have been, is, or is to be performed and the City shall provide all reasonable assistance to facilitate inspection of the work in progress, or the completed work, at any time during the term of this Agreement.
- 13.2. The City shall keep proper accounts and records of all expenditures incurred in connection with the performance of the Agreement and shall keep all invoices, receipts and vouchers relating thereto and such accounts, records, invoices, receipts and vouchers shall be open during business hours to audit and inspection by the Ministry, which may make copies thereof and take extracts there from. The City shall consult and furnish the Ministry such information as may be required in connection with the audit and inspection.

#### 14. ADVISORY COMMITTEE

- 14.1. In order to facilitate the administration and operation of this Agreement, there shall be an Advisory Committee consisting of one representative of each Party. The Committee shall meet from time to time and in such manner as it determines for the purpose of exchanging information, resolving issues and discussing any matter or issue that arises out of this Agreement.
- 14.2. Until further notice, the representatives on the Committee are:

#### Ministry:

Executive Director of Network Planning and Investment, or designate Ministry of Highways and Infrastructure 1855 Victoria Avenue, REGINA SK S4P 3T2

City:

City Manager City of Swift Current 177 1 Ave NE, SWIFT CURRENT SK S9H 2B1

#### 15. NOTICES

15.1. Any notice required to be given by one Party to the other, may be given to by delivery in person, mail, or email to the Party's representative on the Advisory Committee.

#### 16. GOOD FAITH AND REASONABLE

16.1. The Parties represent to one another that they will act reasonably and in good faith when carrying out their obligations and without limitation, when exercising

any discretion, judgment, approval or extension of time which may be required to affect the purpose and intent of this Agreement. Whenever the approval or consent of a Party is required under this Agreement, such consent shall not be unreasonably withheld or unduly delayed.

16.2. The Parties shall execute and deliver all such further documents and do all such things as may be necessary or desirable for the due carrying out of this Agreement.

#### 17. DISPUTE RESOLUTION

- 17.1. All disputes arising out of this Agreement shall be resolved in accordance with the following process:
  - a) the Parties shall refer the dispute to the Advisory Committee who shall negotiate in good faith to resolve the dispute;
  - b) if the dispute cannot be resolved by the Advisory Committee the Parties shall refer the matter to the Deputy Minister in the case of the Ministry and the City Manager or most senior executive officer in the case of the City, who shall negotiate in good faith to resolve the dispute;
  - c) if the dispute cannot be resolved through negotiation at the senior executive level, the Parties shall refer the matter to a professional mediator; and
  - d) if mediation is unsuccessful a Party may pursue whatever other rights, remedies and processes that are available to it.
- 17.2. The fees and expenses of the mediator shall be shared equally by the Parties.
- 17.3. Unless otherwise agreed in writing by the Parties, each Party shall continue to carry out its duties under this Agreement during proceedings under this section.
- 17.4. If one Party fails, refuses, is unable or unwilling to fulfill its obligation to participate in the dispute resolution process established herein, the other Party may abandon the process herein described and pursue whatever other rights and remedies it may have.

#### 18. **GENERAL PROVISIONS**

- 18.1. Each of the Parties may waive any of its rights under this Agreement only in writing, and any tolerance or indulgence demonstrated by that Party shall not constitute waiver of such right. Unless a waiver is executed in writing, that Party shall be entitled to seek any remedy that it may have under this Agreement or under the law, notwithstanding any tolerance or indulgence on the part of the other Party.
- 18.2. If for any reason a provision of this Agreement that is not a fundamental term of the Agreement between the Parties is found to be or becomes invalid or

- unenforceable, in whole or in part, it shall be deemed to be severable and shall be deleted from this Agreement, but all the other terms and conditions of this Agreement shall continue to be valid and enforceable.
- 18.3. The Parties acknowledge that this Agreement can only be amended in writing by the Parties.
- 18.4. The Agreement constitutes the entire agreement between the Parties and supersedes all previous representations, negotiations, agreements or commitments made with the Ministry for construction, operations and maintenance, or rehabilitation activities on Urban Connectors within the City.
- 18.5. No implied terms or obligations of any kind shall arise from anything in this Agreement or otherwise. No other prior document, representation, negotiation, provision, undertaking or Agreement in relation to the subject of this Agreement shall have legal effect.
- 18.6. This Agreement shall be construed in accordance with and governed by the laws in force in the Province of Saskatchewan.

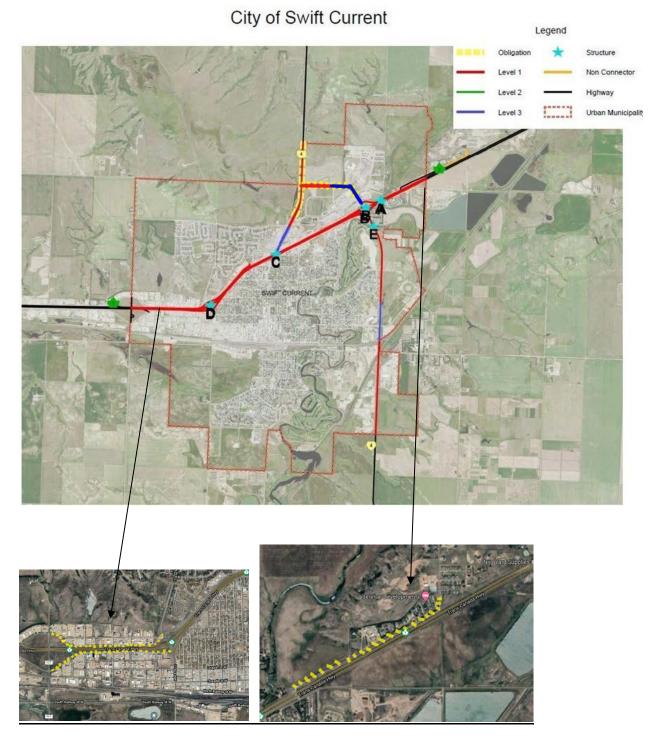
# 19. COUNTERPART SIGNATURE

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

**IN WITNESS WHEREOF** the Agreement is signed on behalf of the Ministry by the Deputy Minister of Highways and Infrastructure and on behalf of the City by the Mayor and Administrator/Manager.

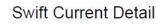
HER MAJESTY THE QUEEN, in Right of the Province of Saskatchewan, as represented by The Minister of Highways	CITY of SWIFT CURRENT
Per:	
Deputy Minister, Highways	Mayor
Date:	Date:
	City Manager
	Date:

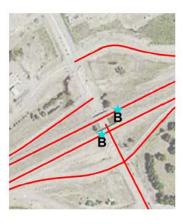
# **SCHEDULE A**



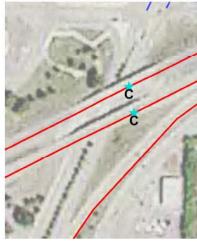
<u>Urban Connectors are marked in blue, green, or red according to their Provincial Interest Level.</u>

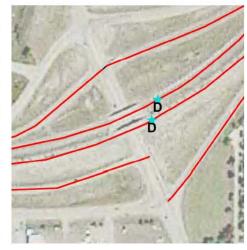
<u>Sections of the Urban Connectors referred to in paragraph 4.1 of the Agreement are marked in yellow.</u>

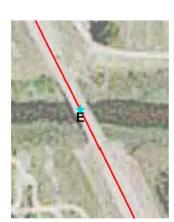












# **SCHEDULE B**

[Affidavit of City Referred to in paragraph 8.1 of Agreement.]

	, of the City of Swift Curre ath and Say as follows:	ent in the Province of Saskatchewan, Make	
1.	I am the City Manager for the City of Swift Curre facts and matters herein stated except where st where so stated to be on information and belief be true.	ated to be on information and belief and	
2.	between the Her Majesty The Queen, in Right of the Province of Saskatchewan and the City of Swift Current, are maintained to a standard suitable for the safe and efficient movement of all vehicles in accordance with the Agreement and that all work or services provided are of good quality and completed in a good and professional manner, in accordance with recognized standards, methods, practices and principles employed in the industry for similar work and in accordance with the terms of the Agreement and all applicable laws, codes, and regulations.		
_	vorn before me at the ty of Swift Current	 City Manager	
In t	the Province of Saskatchewan is day of, 20	City Manager	
for	Commissioner for Oaths in and r the Province of Saskatchewan y Commission expires		

#### **BYLAW NO. XX - 2022**

A BYLAW of the City of Swift Current, in the Province of Saskatchewan, to provide for the creation of a debt not payable within the current year.

WHEREAS the Council of the City of Swift Current deems it desirable and necessary to create a debt not payable within the current year, in the amount of Three Million, Four Hundred and Seventy-Seven Thousand, Nine Hundred and Thirty Dollars (\$3,477,930) for the purpose of funding the 2022 Capital Investments within the Utility Fund.

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

- THAT pursuant to Section 134 of *The Cities Act*, a debt not payable within the current year shall be created in the amount of Three Million, Four Hundred and Seventy-Seven Thousand, Nine Hundred and Thirty Dollars (\$3,477,930); and
- 2. That the amount of the said debt shall be payable as follows:
  - a) In quarterly installments of approximately Forty-seven Thousand, Four Hundred Fifty Dollars (\$47,450) in the years 2022 - 2042 inclusive, at an interest rate of approximately 4.14%; and
  - b) In quarterly installments of approximately Twenty-four Thousand, Seven Hundred and Fifty Dollars (\$24,750) in the years 2022 2032 inclusive, at an interest rate of approximately 4.03%.
- 3. That the amounts paid to retire the said debt may exceed those provided for in paragraph 2, where Council of the City of Swift Current has concluded it would be in the best interests of the City to make such greater payments.
- 4. That the sources of money to be used to pay the principal and interest owing under the borrowing will be from the Utility Fund.

5.	5. This Bylaw shall have force and effect upon final reading from Council.				
	MAYOR	_CITY CLERK			
INT	INTRODUCED AND READ a first time this 25th day of July, 2022.				
RE	READ a second time this 25 <sup>th</sup> day of July, 2022.				
RE	READ a third time and finally passed this 25th day of July, 2022.				

#### **BYLAW NO. XX - 2022**

A BYLAW of the City of Swift Current, in the Province of Saskatchewan, to provide for the creation of a debt not payable within the current year.

WHEREAS the Council of the City of Swift Current deems it desirable and necessary to create a debt not payable within the current year, in the amount of One Million, Nine Hundred and Eighty-Three Thousand, Dollars (\$1,983,000) for the purpose of funding the North Hill Reservoir Pump Station Upgrade within the Utility Fund.

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

- 1. THAT pursuant to Section 134 of *The Cities Act*, a debt not payable within the current year shall be created in the amount of One Million, Nine Hundred and Eighty-Three Thousand, Dollars (\$1,983,000); and
- 2. That the amount of the said debt shall be payable as follows:
  - a) In quarterly installments of approximately Thirty-five Thousand, Four Hundred and Eighty Dollars (\$35,480) in the years 2022 2042 inclusive, at an interest rate of approximately 4.14%.
- That the amounts paid to retire the said debt may exceed those provided for in paragraph 2, where Council of the City of Swift Current has concluded it would be in the best interests of the City to make such greater payments.
- 4. That the sources of money to be used to pay the principal and interest owing under the borrowing will be from the Utility Fund.

5.	This Bylaw shall have force and effect upon final reading from Council.					
	MAYORCITY CLERK					
INT	RODUCED AND READ a first time this 25 <sup>th</sup> day of July, 2022.					
RE	AD a second time this 25 <sup>th</sup> day of July, 2022.					
RE	AD a third time and finally passed this 25 <sup>th</sup> day of July, 2022.					

# **COMMUNITY POLICING REPORT**

To: The Mayor City of Swift Current	From: N.C.O. In Charge Swift Current City Det.	Month of June 2022
		Date Prepared 2022-07-04
		Phone No. (306) 778-4870

#### OFFENCES REPORTED AND/OR COMMITTED IN COMMUNITY

VIOLATION	June/2022	June/2021	June/2020	YTD	YTD	YTD
				2022	2021	2020
Fatal Motor Vehicle Accident		-000-000				
Injury Motor Vehicle Accident		2	2	8	5	12
Reportable Vehicle Accident	8	5	5	59	46	49
Fail to Remain (Hit & Run)	4	8	9	42	40	42
<b>Provincial Traffic Offence</b>	391	472	262	1395	2620	959
Impaired Driving Offence	8	11	6	46	31	52
Liquor Act	5	10	6	29	28	27
Coroners Act	2	3	2	17	8	6
Mental Health Act	15	11	23	105	83	120
Other Criminal Code	31	37	43	174	185	188
Weapons Offence	2	2		14	12	29
Drug Enforcement	7	8	13	37	55	74
Sexual Offences	1	3	2	7	14	14
Robbery/Extortion/Harassment	8	13	25	78	94	112
Assault (excl. Sexual Assault)	26	17	13	101	116	128
Theft Under \$5,000	24	10	13	97	59	92
Theft Over \$5,000	2	1	1	14	7	3
<b>Possession Stolen Property</b>	3	3	1	16	10	28
Mischief	35	37	19	145	137	126
Fraud	13	12	18	70	58	115
Break & Enter – Business	2	1		5	1	8
Break & Enter - Residence	2	1	2	9	10	8
Break & Enter - Other		and and		4	4	17
Arson			quino.			2
Missing Person	1	4	6	8	17	16
Peace Bond					2	5
Criminal Record Checks	190	96	67	933	518	571
<b>Total Occurrences</b>	419	515	454	2302	2433	2338

(K.W. GUIDER), Sergeant
Detachment Commander
Swift Current City Detachment

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