



COUNCIL MEETING
Monday, July 24, 2023
6:30 p.m.
Council Chambers, City Hall

Page

ADOPTION OF AGENDA

Adoption of Agenda.

ADOPTION OF MINUTES

Adoption of minutes of the regular Council meeting held June 26, 2023.

PROCLAMATIONS

DELEGATIONS

Jackie Powell and Tyler Servant will attend to share in Tyler's experience at the 2023 Special Olympics World Games.

Leah McDonald Perrault, Janice Smith, Chelzee Proctor and Kale Pederson of Southwest Homes, will attend to recognize August 9, 2023 as the "50th Anniversary of Southwest Homes".

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

PUBLIC HEARINGS/PUBLIC NOTICE MATTERS/ORDERS

ITEMS FOR ACTION

- 1 Accounts.
- 7 Report regarding Whistleblower Bylaw.
- 8 Report regarding Airport Landing Fees, Parking Fees, and Hangar Lease Rates.
- 10 Report regarding Proposal to Consolidate Parcels 6 & 7, Plan 102236688 (1060 Oasis Drive – PGBrar Investments Inc.
- 13 Report regarding Appointment of Building Officials.



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-
- 15 Report regarding Swift Current Curling Club – Renewal of Lease Agreement.

REPORTS FOR INFORMATION

BYLAWS

- 23 Bill No. 11 – 2023 A Bylaw to amend Zoning Bylaw No. 24 – 2014 to allow day care centers as a Permitted Principal Use in the C2–Neighbourhood Commercial District, C3–Highway Commercial District, and C4–Shopping Center Commercial District.
Notice given June 26, 2023.
Will receive first reading – Councillor Tuntland-Wiebe
- 25 Bill No. 12 – 2023 A Bylaw to establish a Whistleblower Bylaw.
Notice waived.
Will receive three readings.

UNFINISHED BUSINESS

NEW BUSINESS

- 40 Swift Current City Detachment Community Policy Report for June and July 2023.
- 41 Tourism Swift Current Inc. Meeting Agenda from June 21, 2023.
- 42 Prairie Pioneers Independent Housing Inc. Meeting Agenda from June 28, 2023.
- 43 Truth and Reconciliation Committee Meeting Agenda from July 17, 2023.

Report regarding July 22, 2023 Flood.

COMMUNICATIONS

ITEMS REQUESTED TO BE DISCUSSED EN CAMERA

- 44 Request regarding Contracts/Proposals.



AMENDED

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Council Chambers, City Hall

PAGE 3

REPORTS OF COUNCIL MEMBERS/ENQUIRIES

ADJOURNMENT

NEXT MEETING DATE:

Monday, August 21, 2023 – 6:30 p.m.

June 28, 2023

TO: Council
FROM: Kari Cobler, General Manager of Corporate Services
RE: Accounts

Enclosed are the General Revenue Fund Disbursements for the period
June 13th - June 27th, 2023

	<u>Current</u>	<u>Year to Date</u>
Regular Accounts (2023)	239,456.84	2,538,486.98
Payroll Benefits	369,047.71	5,201,562.84
School Payments (Holy Trinity RCSSD #22)	-	171,948.53
School Payments (Minister of Finance)	-	785,967.42
Sask Power - (Energy Purchase)	-	7,290,785.88
Sask Power - (Energy Assist Program)	-	13,631.48
Sask Power	-	72,203.54
SaskEnergy	35,462.35	580,740.84
SaskTel	-	95,589.23
General Contractors:		
AB Firetech Ltd	-	27,655.22
Anixter	-	417,825.18
Armstrong Implement Next Gen	-	90,850.20
Associated Engineering	-	34,333.56
B & A Petroleum	11,443.54	382,649.79
Big Hill Services	-	23,699.05
Blenders	-	21,050.00
Brandt Tractor Ltd	-	23,665.20
Bridal Builders Inc	-	150,861.21
Cache Tactical	-	10,821.52
CDW Canada	-	78,082.38
Ceridian Canada Ltd	11,517.92	99,221.18
Chemtrade West	17,525.28	158,183.96
Chinook Regional Library	-	227,106.50
Cleartech Industries Inc	-	117,651.69
Cloudpermit Inc	-	21,090.00
Comm Centre	-	58,870.63
Crutch's Plumbing & Heating	-	38,052.96
Decor Complete Ltd	-	35,418.76
Delco Automation Inc	-	49,655.85
Directdial.com	-	19,830.38
Duncan Roofing	51,240.73	65,226.73
Early's Farm & Garden Inc	-	29,020.75
Econolite Canada Inc	-	18,975.45
Elmwood Golf Course	12,960.00	20,460.00
Eecol Electric Ltd	-	85,041.82
Emco	-	80,361.79
Fieldstone Energy Ltd	-	16,809.58
Finning Canada	-	425,911.49

Flocor Inc	-	22,981.44
FP Teleset	-	73,500.00
Gordon Ralph Tams	-	22,779.72
Gescan	-	24,019.79
GFL Environmental Inc	26,873.64	443,874.81
Giesbrecht, Leslie	-	44,849.70
Golden West Broadcasting	-	27,897.47
GP Fiberglass Ltd	-	13,320.00
Guillevin International	11,599.82	42,155.71
Hach Sales & Service Canada	-	52,795.05
HBI Office Plus Inc	-	39,431.27
Hydrodig Canada Inc	-	13,805.36
Imaginit Saskatchewan	-	20,794.52
Industrial Machine Inc	-	21,707.84
Insight Canada Inc	-	49,862.01
Inventronics Ltd	-	60,597.60
Jesstec Industries	-	13,403.08
JMP Solutions	-	15,708.00
John Brooks Company Ltd	-	26,146.21
Kanuka Thuringer	-	35,361.24
KGS Group Consulting Engineers	-	18,281.81
KK Golf Management	26,886.71	189,172.86
Knudsen Excavating	-	62,788.26
Lee's Tree Care & Landscaping	-	36,525.31
Leeville Construction Ltd	95,689.20	739,729.22
Len's Plumbing & Heating	-	93,111.24
Line Star Utility Supply	-	20,034.00
Macmor Industries Ltd	-	44,947.70
Mckercher LLP	-	4,884,000.00
Melhoff Electric	-	45,227.94
Microage	-	173,827.60
Mid Continental Pump Supply	-	23,384.95
Mobile Paving	-	14,779.72
Moskal Mechanical 2009 Ltd	-	77,020.33
Oracle Corporation Canada Inc	-	46,094.80
Paradise Pools	-	22,340.13
PerfectMind	-	15,262.50
Playgrounds -R-US	-	68,892.15
Prairie Controls Ltd	15,384.60	26,817.60
Pre-Con Ltd	-	53,173.84
P3 Architecture	-	15,219.00
Redhead Equipment Ltd	-	30,405.63
RCMP	948,484.00	1,896,968.00
Rhino Technical Services Inc	-	43,605.19
Riverside Electric Ltd	10,879.47	74,944.64
Rock Solid Trucking	-	94,106.56
Sask Asphalt Maintenance Ltd	25,946.25	47,508.00
Saskatchewan Abilities Council	57,810.89	339,953.03
Saskatchewan Public Safety Agency	-	30,778.13

SaskPower	-	10,500.00
Servicemaster Clean of Swift Current	-	15,007.08
SGI	-	83,789.83
Shermco Industries Canada	-	63,403.20
Siteone Landscape	-	16,443.43
SLR Consulting (Canada) Ltd	-	35,700.00
Souris Valley Industries	-	20,380.71
Southwest Cultural Development Group	-	63,750.00
Southwest Paving Ltd	-	82,267.65
Speedy Creek Mechanical	-	22,691.70
Standard Dodge	-	74,752.27
SUMA	-	19,710.01
Summit Valve & Controls	-	32,816.04
Superior North America	14,588.30	20,443.66
Swift Current Lions Club	-	12,000.00
Swift Plumbing & Heating	-	24,161.94
Tetra Tech Canada Inc	11,673.33	16,651.07
Tourism Swift Current	-	112,375.00
Triways Disposal Services	115,103.50	655,408.04
United Paving	121,358.27	570,971.63
Vertex Inc	-	10,353.00
Vigilant Consulting Services	-	105,450.00
Voth's Brandsource	-	16,048.02
Westvac Industrial Ltd	-	32,784.23
Wheatland Machine Shop	-	55,937.42
Wiebe Contracting Ltd	-	58,379.20
WSP Canada Group Ltd	-	37,255.43
Y & K Cleaning Ltd	10,224.21	62,496.89
Zoho Corp	-	14,558.26
TOTAL	\$ 2,241,156.56	\$ 32,219,676.24

RECOMMENDATION:

I recommend that \$2,241,156.56 in disbursements be approved.

REPORT PREPARED BY:

Louise Springer for Lisa Hagen, Accounts Payable Supervisor

SIGNATURE:

Louise Springer

APPROVAL:

Hobler

I concur with the recommendation

Jim Jones

Jim Jones, CAO

July 13, 2023

TO: Council

FROM: Kari Cobler, General Manager of Corporate Services

RE: Accounts

Enclosed are the General Revenue Fund Disbursements for the period
June 28th - July 13th, 2023

	<u>Current</u>	<u>Year to Date</u>
Regular Accounts (2023)	195,787.35	2,693,693.99
Payroll Benefits	336,691.59	5,538,254.43
School Payments (Holy Trinity RCSSD #22)	614,603.13	786,551.66
School Payments (Minister of Finance)	3,577,309.66	4,363,277.08
Sask Power - (Energy Purchase)	1,056,198.55	8,346,984.43
Sask Power - (Energy Assist Program)	-	13,631.48
Sask Power	-	74,797.82
SaskEnergy	17,338.15	598,078.99
SaskTel	-	95,589.23
General Contractors:		
AB Firetech Ltd	-	27,655.22
Anixter	-	417,825.18
Armstrong Implement Next Gen	-	96,122.58
Associated Engineering	-	34,333.56
B & A Petroleum	-	382,649.79
Big Hill Services	-	23,699.05
Blenders	-	21,050.00
Brandt Tractor Ltd	-	23,665.20
Bridal Builders Inc	-	150,861.21
Cache Tactical	-	10,821.52
CDW Canada	-	79,947.24
Ceridian Canada Ltd	-	99,221.18
Chemtrade West	17,556.00	175,739.96
Chinook Regional Library	-	227,106.50
Cleartech Industries Inc	-	117,651.69
Clifton Engineering Group	11,449.16	11,449.16
Cloudpermit Inc	-	21,090.00
Comm Centre	-	59,132.59
Crutch's Plumbing & Heating	-	38,116.79
Decor Complete Ltd	-	35,418.76
Delco Automation Inc	-	49,655.85
Directdial.com	-	19,830.38
Duncan Roofing	-	65,226.73
Early's Farm & Garden Inc	10,809.53	39,830.28
Econolite Canada Inc	-	18,975.45
Elmwood Golf Course	-	20,460.00
Ecol Electric Ltd	-	87,393.73
Emco	-	80,361.79
Fieldstone Energy Ltd	-	16,809.58
Finning Canada	-	426,212.25

Flocor Inc	-	23,893.88
FP Teleset	-	73,500.00
Gordon Ralph Tams	-	22,779.72
Gescan	-	24,019.79
GFL Environmental Inc	-	443,874.81
Giesbrecht, Leslie	21,794.85	66,644.55
Golden West Broadcasting	-	27,897.47
GP Fiberglass Ltd	-	13,320.00
Guillevin International	-	42,155.71
Hach Sales & Service Canada	-	52,795.05
HBI Office Plus Inc	-	41,869.36
Hydrodig Canada Inc	-	13,805.36
Imaginit Saskatchewan	-	20,794.52
Industrial Machine Inc	-	25,174.96
Insight Canada Inc	-	49,862.01
Inventronics Ltd	-	60,597.60
Jesstec Industries	-	13,403.08
JMP Solutions	-	15,708.00
John Brooks Company Ltd	-	26,146.21
Kanuka Thuringer	-	35,361.24
KGS Group Consulting Engineers	-	18,281.81
KK Golf Management	59,028.13	248,200.99
Knudsen Excavating	177,548.19	240,336.45
Lee's Tree Care & Landscaping	-	36,525.31
Leeville Construction Ltd	-	739,729.22
Len's Plumbing & Heating	-	94,190.21
Line Star Utility Supply	-	20,034.00
Macmor Industries Ltd	-	47,287.35
Mckercher LLP	-	4,884,000.00
Melhoff Electric	-	45,227.94
Microage	-	173,827.60
Mid Continental Pump Supply	-	23,384.95
Mobile Paving	-	14,779.72
Moskal Mechanical 2009 Ltd	-	77,020.33
Oracle Corporation Canada Inc	-	46,094.80
Paradise Pools	-	22,340.13
PerfectMind	-	15,262.50
Playgrounds -R-US	38,128.50	107,020.65
Prairie Controls Ltd	-	26,817.60
Pre-Con Ltd	-	53,173.84
P3 Architecture	-	15,219.00
Rawhide Supplements Ltd	15,030.07	15,030.07
Redhead Equipment Ltd	-	30,405.63
RCMP	-	1,896,968.00
Rhino Technical Services Inc	-	43,605.19
Riverdene Garden Centre	30,251.37	30,251.37
Riverside Electric Ltd	18,747.65	93,692.29
Rock Solid Trucking	-	100,438.06
Sask Asphalt Maintenance Ltd	27,972.00	75,480.00
Saskatchewan Abilities Council	-	339,953.03

Saskatchewan Public Safety Agency	-	30,778.13
SaskPower	-	10,500.00
Servicemaster Clean of Swift Current	-	15,007.08
SGI	-	83,789.83
Shermco Industries Canada	-	63,403.20
Siteone Landscape	-	16,443.43
SLR Consulting (Canada) Ltd	-	35,700.00
Souris Valley Industries	-	20,380.71
Southwest Cultural Development Group	-	63,750.00
Southwest Paving Ltd	12,424.23	94,691.88
Speedy Creek Mechanical	-	25,159.39
Standard Dodge	-	75,047.08
SUMA	-	19,710.01
Summit Valve & Controls	-	32,816.04
Superior North America	-	20,443.66
Swift Current Lions Club	-	12,000.00
Swift Plumbing & Heating	-	32,507.78
Tetra Tech Canada Inc	-	16,651.07
Tourism Swift Current	-	112,375.00
Triways Disposal Services	-	655,408.04
United Paving	532,132.10	1,103,103.73
Vertex Inc	-	10,353.00
Vigilant Consulting Services	-	105,450.00
Voth's Brandsource	-	16,048.02
Westvac Industrial Ltd	-	32,784.23
Wheatland Machine Shop	-	56,131.67
Wiebe Contracting Ltd	-	58,379.20
WSP Canada Group Ltd	-	37,255.43
Y & K Cleaning Ltd	-	62,496.89
Zoho Corp	-	14,558.26
TOTAL	<u>\$ 6,770,800.21</u>	<u>\$ 38,990,476.45</u>

RECOMMENDATION:

I recommend that \$6,770,800.21 in disbursements be approved.

REPORT PREPARED BY:

Oscar Maluleke for Lisa Hagen, Accounts Payable Supervisor


SIGNATURE:



APPROVAL:



I concur with the recommendation



 Jim Jones, CAO

Date: July 14, 2023
To: Council
From: Chief Administrative Officer
Subject: Whistleblower Bylaw

BACKGROUND

The City of Swift Current is committed to providing effective governance by being transparent in its decision-making, accountable to the community it serves, and ensuring that there is trust and integrity in delivering valuable public services to the people of Swift Current. This commitment also includes ensuring that there is trust and integrity among all employees, contractors, and consultants working for the City of Swift Current.

DISCUSSION

The purpose of the Whistleblower Bylaw is to enable the creation of procedures for the prevention, detection, reporting and investigation of suspected wrongdoing, as well as processes for reporting and resolving complaints of retaliation. It provides protection to any employee of the City of Swift Current who reports a complaint related to issues of wrongdoing and therefore encourages City employees with genuine concerns, to come forward in good faith, knowing they will be taken seriously, without reprisal, and their privacy will be protected.

This new Whistleblower Bylaw was presented at the Governance and Priorities Committee meeting held June 20th, 2023, for City Council's review and discussion. I can also confirm this bylaw has been vetted by the City Solicitor.

The enactment of such bylaw is a direct reflection of core principles and behaviours of good governance and ethical standards, as set out within the City's adopted Strategic Plan.

RECOMMENDATION

THAT City Council hereby waives notice of its intention to adopt a Whistleblower Bylaw.



Jim Jones, Chief Administrative Officer



City of Swift Current

C.A.O. Report

Date: July 6, 2023
To: Chief Administrative Officer
From: General Manager of Planning, Development and Asset Management
Subject: **Airport Landing Fees, Parking Fees, and Hangar Lease Rates**

BACKGROUND

In July 2012, City Council adopted the Airport Master Plan created by LPS Avia as a guiding document. This document set the initial rates for airport landing fees, parking fees, and hangar lease rates. Since 2012, there has been a 2% annual increment applied to landing and parking fees. Hangar lease agreements have been negotiated at various term lengths, and annual increments ranging from 2% to 4%.

DISCUSSION

With the overall goal of increasing airport revenues, a new hanger lease rate structure has been created to bring all agreements to a common level with a target date of 2026. Some of the existing lease agreements will need to be honored until the expiration of the agreement. Any new agreements will be negotiated with a 7% incremental increase for the first two (2) years and a 5% annual increase each year thereafter.

Lease agreements for small private hangars will be based on an allotted surface area, rather than the footprint of the hangar. This will create a more even fee structure, not dependant on the size of the hangar.

Landing and parking fees had been increasing by 2% annually. The newly proposed rates are to increase by 5% annually. This will result in a typical King Air 200 aircraft landing fee will increase from \$58.67 to \$61.60.

This matter was brought for Council's review and discussion at the May 24th Governance and Priorities Committee Meeting.

RECOMMENDATION

THAT City Council approves the proposed rate increases for landing fees, parking fees, and hangar lease rates at the Swift Current Airport.



Greg Parsons, General Manager, Planning, Development and Asset Management
GP/jls

CAO Recommendation:

I concur with the recommendation.



Jim Jones, CAO

Date: July 12, 2023

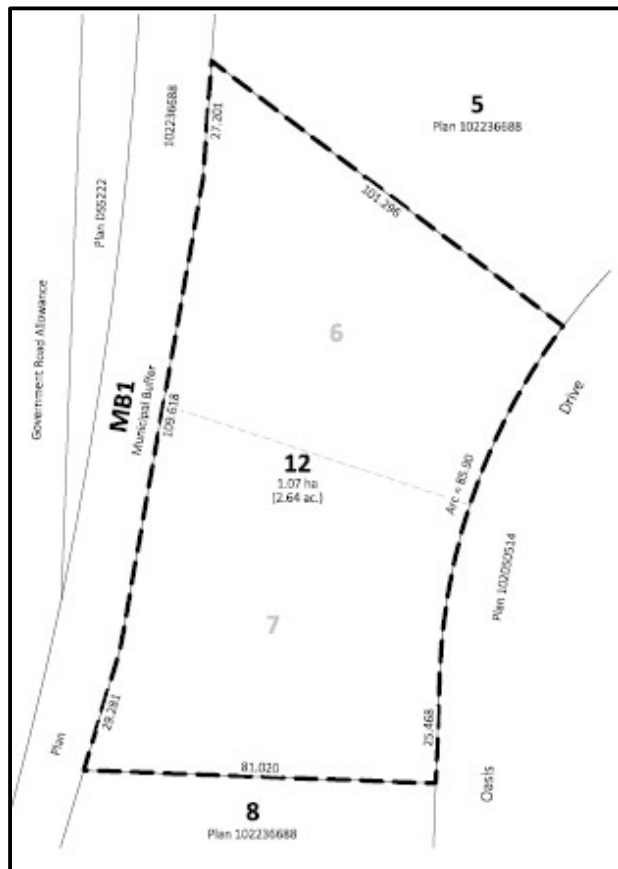
To: Chief Administrative Officer

From: Development Officer

Subject: **Proposal to Consolidate Parcels 6 & 7, Plan 102236688 (1060 Oasis Drive - PGBrar Investments Inc.)**

BACKGROUND

The City has received an application from the property owner of 1060 Oasis to consolidate two (2) lots located in an R3 – High Density Multi-Unit Dwelling Residential District. The applicant intends to construct a new 81-dwelling unit apartment in the Springs Valley area.



DISCUSSION

This proposal was reviewed against the City’s Official Community Plan, Zoning Bylaw and Subdivision Bylaw, as well as other bylaws, policies and statutory requirements. There were no issues identified.

The attached Plan of Proposed Consolidation for these two (2) lots will create a single parcel approximately 1.1ha/2.6ac in size and will accommodate construction of a new 81-unit residential apartment building.

This proposal was circulated to various agencies for review:

Department of Highways	No objection.
SaskPower	
City of Swift Current	Existing facilities and easements to be maintained, relocated or terminated at Developer’s cost; new facilities and easements may be required under a servicing agreement with the Developer.
SaskTel	
Shaw Cable	
SaskEnergy	

RECOMMENDATION

THAT City Council approves the proposed consolidation of Parcels 6 & 7, Plan 102236688; and that the Mayor and City Clerk be authorized to sign the Certificate of Approval.



Kathy Dand, Development Officer, Planning & Development Services
KD/Attachment

CAO Recommendation:

I concur with the recommendation.



Jim Jones, CAO

NOTES:

- Measurements are in metres and decimals thereof.
- Measurements are approximate and may vary by ±0.5m.
- Area to be approved is outlined in bold dashed line and contains 1.07 ha (2.64 ac).
- Survey date: N/A
- © 2023 GeoVerra Inc., All rights reserved.

OWNER:

PGBRAR INVESTMENTS INC.

CITY OF SWIFT CURRENT APPROVAL

The Subdivision proposed herein outlined in the bold dashed line is approved under the provisions of Bylaw No. 57-1986 of the City of Swift Current.

Dated this ____ day of _____, 2023

Mayor _____

City Clerk _____

SASKATCHEWAN LAND SURVEYOR

Dated at Swift Current in the Province of Saskatchewan on July 7th, 2023.



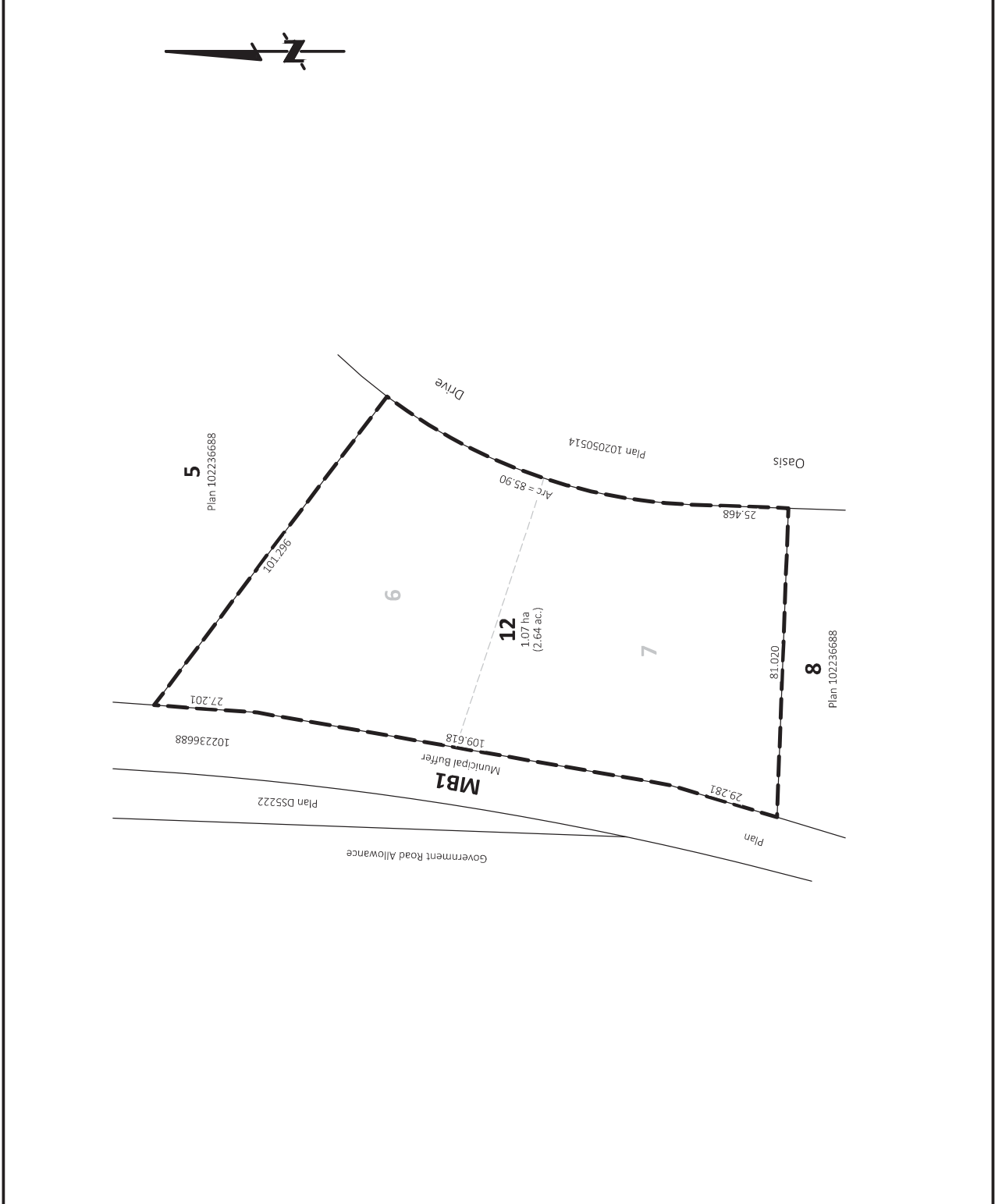
Gerald Early Johnson
Gerald Early Johnson, S.L.S.

REV.	REVISION	INITIALS	DATE
0	Issued	PO-GJ	July 6, 2023

Plan of Proposed
CONSOLIDATION
of all of
Parcels 6 & 7
Plan 102236688
N.W.1/4 Section 31
Twp.15 - Rge.13 - W.3Mer.
City of Swift Current, Saskatchewan
Gerald Early Johnson, S.L.S.
Scale 1:1000

 GeoVerra Inc.
Toll Free: 1-800-465-6233
www.geoverra.com

Project No.: 23-02669-001 Client File No.: -
File: 23-02669-002-PSub_ROA





City of Swift Current

C.A.O. Report

Date: July 12, 2023
To: Chief Administrative Officer
From: Development Officer
Subject: **Appointment of Building Officials**

BACKGROUND

Section 16(2) of *The Construction Codes Act* states that a local authority, such as the City of Swift Current, may appoint any person who holds a Building Official License as a Building Official. Previously, the City had employed its own Building Official. Since that position is currently vacant, we have retained a building code service firm, CCASK – Construction Code Authority, to comply with the Act.

DISCUSSION

The permitting and inspection services that CCASK provides will be through several persons that are licensed as a Building Official under the above stated Act. As such, the City is required to appoint the following to act as a Building Official on our behalf:

<u>Building Official Name</u>	<u>License Type</u>	<u>License Number</u>
Dan Knutson	Class 3	#BOL0112
Chris Gates	Class 3	#BOL0105
Ryan Shepherd	Class 3	#BOL0360
Karly Heatcoat	Class 3	#BOL0421
Raymond Humenny	Class 1	#BOL0608
Jerry Wintonyk	Class 1	#BOL0142
Ben McLeon	Class 1	#BOL0758

RECOMMENDATION

THAT City Council approves the list of persons, as set out above, be appointed to act as Building Officials for the City of Swift Current.

Kathy Dand, Development Officer, Planning & Development Services
/KD

CAO Recommendation:

I concur with the recommendation.



Jim Jones, CAO



City of Swift Current

C.A.O. Report

Date: July 10, 2023
To: Chief Administrative Officer
From: General Manager of Community Services
Subject: **Swift Current Curling Club – Renewal of Lease Agreement**

BACKGROUND

The Swift Current Curling Club has had a long and successful partnership with the City of Swift Current since moving to InnovationPlex in 2007.

The previous two (2) year agreement between the City of Swift Current and the Swift Current Curling Club for the lease and operations of the InnovationPlex curling facilities expired March 31st of this year.

Prior to an Agreement in 2019, the Swift Current Curling Club was in arrears to the City of Swift Current in the amount of \$103,860.80. Through dedicated efforts, by the club's executive, in hosting many successful events along with increased membership, this debt has been reduced to \$33,860.80. As such, this is scheduled to be paid in full by 2029.

DISCUSSION

The Community Services Department met with representatives of the Swift Current Curling Club to discuss the terms and conditions of a new three (3) year lease agreement of the InnovationPlex curling facility. The signed agreement is attached and will see an overall increase of 8% over the three (3) year period, with each curling season running from October 1st to March 31st in 2023/2024, 2024/2025 and 2025/2026.

The lease of the facility includes the curling surface, lower curling viewing area, curling office, west end equipment and storage room, locker rooms and locker washrooms, east bumper storage, upper east storage room and the upper curling lounge.

The Curling Club provides their own ice makers and ice maintenance equipment and is fully responsible for the scheduling and implementation of all curling programs for each curling season. This new three (3) year agreement allows both parties to plan appropriately for future operating and capital budgets while re-confirming our strong partnership with each other and the community.

RECOMMENDATION

THAT City Council approves the three-year (3) Lease Agreement with the Swift Current Curling Club for the 2023-2024, 2024-2025 and 2025-2026 seasons, as attached, and that the Mayor and City Clerk be authorized to sign the said agreement.



Nicole Spenst, General Manager of Community Services

CAO Recommendation:

I concur with the recommendation.



Jim Jones, CAO

THIS LEASE MADE IN DUPLICATE THIS _____ DAY OF _____ 2023.

BETWEEN:

CITY OF SWIFT CURRENT

HEREINAFTER REFERRED TO AS THE "CITY"

AND:

SWIFT CURRENT CURLING CLUB

HEREINAFTER REFERRED TO AS THE "CURLING CLUB"

MEMORANDUM OF AGREEMENT

THE CITY IS the owner of the InnovationPlex, a portion of which has been constructed for the purposes of curling.

THE CURLING CLUB is a non-profit corporation organized for the purpose of operating a curling club in Swift Current.

THE CURLING CLUB wants to lease those portions of the InnovationPlex that have been designed and constructed for curling and the City is prepared to grant such a lease in accordance with the terms and conditions as set out in this agreement.

THE PARTIES HERETO MUTUALLY DECLARE AND AGREE:

1. The City hereby grants a lease to the Curling Club over portions of the InnovationPlex including the area designed for curling ice, an office for the general manager, a draw room, locker rooms and locker washrooms, curling lounge and bar, west end equipment and storage room, east bumper storage, curling lobby and north entrance east storage room.
2. The term of the lease shall be for three seasons 2023/2024; 2024/2025; 2025/2026.

The season will be 24 weeks based on when flooding begins, approximately around October 20th, immediately following the cleaning and preparing of the concrete floor at the conclusion of any events scheduled in the curling club arena prior to November 1st and run until March 31st of each year. The Curling Club will not be charged for the three (3) weeks of building the ice surface.

The City will to the best of its ability start the refrigeration system immediately following the cleaning and preparing of the concrete floor at the conclusion of any events scheduled in the curling club arena prior to November 1st.

3. Rent

- a) For the 2023/2024 season, rent is for twenty-one (21) weeks at the sum of Three Thousand Seven Hundred and Forty Dollars (\$3, 740) weekly, GST included and Seventy-Eight Thousand, Five Hundred and Forty Dollars (\$78,540) GST included annually.
- b) For the 2024/2025 season, rent is for twenty-one (21) weeks at the sum of Three Thousand Eight Hundred and Thirty-Seven Dollars (\$3,837) GST included weekly, and Eighty Thousand, Five Hundred and Seventy-Seven Dollars (\$80,577) GST included annually.
- c) For the 2025/2026 season, rent is for twenty-one (21) weeks at the sum of Three Thousand Nine Hundred and Thirty-Four Dollars (\$3,934) GST included weekly, and Eighty-Two Thousand, Six Hundred and Fourteen Dollars (\$82,614) GST included annually.

To accommodate the curling club, payments shall be paid to the City monthly, in 5 equal payments as follows:

- d) On the first day of each month commencing November and continuing until March with November's payment taking place on the 15th; and
- e) In the event payment of rent is delayed, interest shall accrue on the amount due and owing at the rate of 1.5% per annum compounded monthly. In the event any portion of the rent is in default for 30 days, the City may, at its sole option, terminate this lease upon 15 days' notice.

4. The Curling Club acknowledges that it is in arrears on the payment of the 2018/2019 rent. The amount owing is Thirty- Three Thousand Eight Hundred and Sixty Dollars and Eighty cents (\$33,860.80). These arrears are to be paid by 2029.

5. In consideration of this agreement, the Curling Club agrees to the following:
 - a) To all procedures to make, maintain and remove the curling ice; removing consists of hauling away the ice to an appropriate location.

 - b) To clean the ice surface area, general manager's office, draw room, locker rooms including locker washrooms, curling lounge and bar, equipment and storage room to meet the cleaning specifications of the InnovationPlex Facility Manager and to supply at the Curling Club's expense all necessary janitorial supplies and materials. Should the Curling Club contract these services with a third party then the Curling Club and the third party shall enter into discussions with the InnovationPlex Facility Manager with respect to cleaning specifications and other matters including access to the facility;

 - c) To vacate the premises at conclusion of the lease leaving all of the facilities included in this lease agreement in as good a condition as when it entered into possession;

 - d) To comply with all municipal, provincial and federal laws including such laws that may apply to the sale of liquor and the preparation and sale of food;

 - e) To make no alterations to the premises without first obtaining the written permission from the City's General Manager of Community Services;

 - f) To obtain written location approval on all marketing and/or sponsorship insignia from the Facilities Manager before installation. Once the location area is approved the club can proceed with the installation of sponsorship or marketing signage. Any signage or sponsorship deemed inappropriate for the facility will be removed.

 - g) To furnish the general manager's office and draw room;

 - h) To insure that all members of the public, including all members and guests using the lounge and bar facilities, vacate the premises on or before 1:30 am on each day of this lease. Arrangements to keep the bar open later can be discussed with the

InnovationPlex Facility Manager but the Curling Club will be responsible for paying overtime to city staff.

- i) To not assign or sublet any portions of the leased area for any other event, except for curling, without the written consent of the City's General Manager of Community Services;
- j) To be responsible for the actions of its employees, agents, members and invitees;
- k) To be responsible for all damage done to portions of the InnovationPlex under lease and to any fixtures, equipment and installations contained thereon other than damage which may be caused by ordinary wear and tear;
- l) To indemnify and save the City harmless from any claim, losses, damages and costs that may arise from the operation of the curling club or conduct of the Curling Club's employees, agents, members and invitees and shall further indemnify and save the City harmless from any and all claims arising from any act of negligence on the part of the Curling Club, or any of its agents, contractors, servants, employees, members or invitees;
- m) To have in effect at all times during the term of this agreement public liability insurance of a minimum amount of Three Million Dollars (\$3,000,000.00), with such policy of insurance to name the City as an additional named insured under that policy and to provide the City with a copy of that policy of insurance each year;
- n) To have in effect at all times a tenant insurance policy ensuring all contents owned by the Curling Club or under its control;
- o) To provide Eight (8) tickets to major events hosted by the Curling Club to the Innovation Credit Union Limited or Facility Naming Right Sponsor.
- p) To provide to the Innovation Credit Union Limited or Facility Naming Right Sponsor, one free rental of the curling ice surface (for their own use) between the dates of November 1st and March 11th, for each season. The Innovation Credit Union Limited or Facility Naming Right Sponsor shall be able to use the specified facilities only during regular hours when not in use by the general public or in conjunction with other events as approved by the Curling Club. Usage is to be arranged in consultation with the Swift Current Curling Club.

- q) To provide to the City an accurate and updated weekly schedule of all regular and special events.
6. During the term of this lease the City agrees to be responsible for the following:
- a) Maintenance on the building and refrigeration system, as the City deems necessary;
 - b) Control of the ice plant, including start up and shut down periods;
 - c) The costs of all utilities;
 - d) Cleaning the curling lobby area and public washrooms;
 - e) Supplying paper products, paper towels and soap for washrooms and locker rooms;
 - f) Providing storage space, year-round, for the storage of curling rocks and ice maintenance equipment; and
 - g) Providing one hundred sixty (160) chairs and twenty (20) tables at the beginning of the season; additional tables and chairs may be available by giving 7 days' notice to the City of Swift Community Services Division. Requests are to be made by email to the Community Services Division.
7. In addition to that portion of InnovationPlex under lease, the Curling Club shall also have the use of a boardroom once each month for the purposes of board meetings and shall be entitled to two designated parking spaces for its staff. The location of these designated parking spaces shall be determined by the City. The Curling Club shall be responsible for the costs of any signage.
8. The Curling Club may sell such food and beverages in the lounge as it chooses except for soft drinks. The Curling Club shall only sell soft drinks distributed by the City's contracted beverage supplier.
9. The City reserves the right to place ATM's at locations it deems advantageous to the city. The City will have sole discretion of ATM contracts within the InnovationPlex.
10. If the Curling Club fails to perform any of its obligations and responsibilities pursuant to this lease, the City shall give the Curling Club written notice of such default. If the

Curling Club fails to remedy the default within 15 days after receiving written notice, then at the option of the City, this agreement may be terminated.

11. Provided the Curling Club performs all of its obligations and responsibilities pursuant to this agreement, it shall have a right of first refusal for a period of one year after the termination of this agreement to lease the premises on the same terms and conditions that the City is prepared to lease the premises to any other third party.

12. Either party to this lease may terminate the lease for any reason upon 90 days written notice.

SIGNED on behalf of the City of Swift Current this ____ day of _____, 2023.

(Seal)

CITY OF SWIFT CURRENT

MAYOR

CITY CLERK

SIGNED on behalf of Swift Current Curling Club this ____ day of _____, 2023.

(Seal)

SWIFT CURRENT CURLING CLUB

PER: 

Name Printed: KEN GARINGER

PER: 

Name Printed: Melody Robertson



BYLAW NO. X - 2023

A BYLAW of the City of Swift Current, in the Province of Saskatchewan, to amend Zoning Bylaw No. 24 – 2014 to allow day care centers as a Permitted Principal Use in the C2 – Neighbourhood Commercial District, C3 – Highway Commercial District, and C4 – Shopping Center Commercial District.

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

1. THAT Zoning Bylaw No. 24 – 2014 be amended by adding the text as shown on the attached Schedule “A”; and
2. THIS BYLAW shall come into force and have effect from the date of final reading thereof.

_____ **MAYOR** _____ **CITY CLERK**

INTRODUCED AND READ a first time this 24th day of July, 2023.

READ a second time this -- day of August, 2023.

READ a third time and finally passed this -- day of August, 2023

SCHEDULE 'A'

PROPOSED TEXTUAL AMENDMENTS TO ZONING BYLAW NO. 24 - 2014

1. Section 3.36 Residential Care Facilities and Day Care Centers is amended by *adding* the following text shown in bold:

3.36 Residential Care Facilities and Day Care Centers

- 3.36.1 **Except in commercial districts**, the Residential Care Facility or Day Care Center shall be of a size, scale and outward appearance of any adjoining residential dwelling or otherwise shall be situated and screened in such as way as to not interfere with the neighbourhood character.
- 3.36.2 **Except in commercial districts**, the Residential Care Facility or Day Care Center shall provide for landscaping that is compatible with the neighbouring residential properties and consistent with the character of the neighbourhood. **In all zoning districts, the landscaping provisions of Section 3.29 shall apply.**
- 3.36.3 Off-street parking spaces shall be provided in accordance with Section 3.22 of this Bylaw. **Additional drop-off parking spaces or loading zone may also be required on-site for Day Care Centers at the determination of the authority having jurisdiction.**
- 3.36.4 **Day Care Centers in commercial districts shall be located and designed with consideration for traffic, noise, proximity to hazards and hazardous uses, and any other conditions common in commercial districts to avoid any land use conflicts.**
- 3.36.5 **On-site outdoor recreation areas for Day Care Centers must be suitably fenced, screened or segregated from public streets and adjacent uses.**

2. Section 4.13 C2–Neighbourhood Commercial District is amended by *adding* “day care centers” as a permitted principal use.
3. Section 4.14 C3–Highway Commercial District is amended by *adding* “day care centers” as a permitted principal use.
4. Section 4.15 C4–Shopping Center Commercial District is amended by *adding* “day care centers” as a permitted principal use.

BYLAW NO. X - 2023

A BYLAW of the City of Swift Current, in the Province of Saskatchewan, for the establishment of a consistent and systematic process for the prevention, detection, reporting, and investigation of any suspected act of Wrongdoing; and to establish specific process responsibilities and protection from Reprisal when reporting any Wrongdoing.

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

1. Short Title

This Bylaw will be known as the “**Whistleblower Bylaw**”.

2. PURPOSE

The City of Swift Current is committed to providing effective governance by being transparent in its decision-making, accountable to the community it serves, and ensuring that there is trust and integrity in delivering valuable public services to the people of Swift Current. In doing so, City Council supports whistleblowing and commits to protecting Whistleblowers who are considering reporting their concerns in good faith. Employees can be assured that their concerns will be taken seriously, their identity will be protected, and they will not be subject to detrimental treatment, retaliation, reprisal, or employment harassment.

The purpose of this bylaw is to:

- a) Provide protection to any employee of the City of Swift Current who reports a complaint related to issues of Wrongdoing;
- b) Enable the creation of procedures for the prevention, detection, reporting, and investigation of suspected Wrongdoing, as well as processes for reporting and resolving complaints of retaliation; and
- c) To encourage City employees to come forward in good faith with genuine concerns, with the knowledge they will be taken seriously, without reprisal, and their privacy shall be protected.

3. DEFINITIONS

For the purposes of this bylaw:

- a) **Allegation:** means an unproved assertion or statement based on a person’s perception.

- b) **Business Days:** means the days Monday through Friday of each week, excluding Statutory holidays.
- c) **CAO:** means the Chief Administrative Officer, duly appointed by City Council, pursuant to section 84 of *The Cities Act*.
- d) **City/ Municipality:** means the municipal corporation of the City of Swift Current.
- e) **City Auditor:** means the firm and/or person(s) duly appointed by City Council, pursuant to section 159 of *The Cities Act*, to conduct the financial audits for the City of Swift Current.
- f) **City Clerk:** means the person duly appointed by City Council, pursuant to section 85 of *The Cities Act*, and includes the authorized representative or designate of such person.
- g) **City Solicitor:** means the person duly appointed by City Council as the lawyer for the City of Swift Current.
- h) **Confidential:** means provided in confidence and intended for or restricted for the use of the parties defined herein pursuant to the Process and Procedures when Disclosing of Wrongdoing attached as Schedule “A”. The communication of information relating to a Whistleblower report will be restricted and divulged only on a ‘need to know’ basis. This includes the identity of the Whistleblower, the named individual/parties, or any information gathered as part of an investigation.
- i) **Council:** Council for the City of Swift Current elected pursuant to the provisions of section 11 of *The Local Government Elections Act*, as the governing body of the municipality.
- j) **Council Compliance Committee:** means the committee established by the Mayor consisting of three (3) members of Council; and who is authorized to receive Disclosures of Wrongdoing and Investigated Report of Wrongdoing under this bylaw.
- k) **Disclosure of Wrongdoing:** means the statement provided on the form set out in Schedule “B”, alleging an action of Wrongdoing on the part of any Employee or Vendor. This may include a complaint alleging that any person has been a victim of Reprisal for disclosing a Wrongdoing or participating in an investigation of a Wrongdoing.
- l) **Designate:** means the Council Compliance Committee as established by the Mayor, or a person appointed on an ad hoc basis by Council.
- m) **Employee:** any individual employed by the City of Swift Current including: full-time, part-time, temporary, permanent, seasonal, and casual employees, as well as contractors, and consultants working for the City.
- n) **Employer:** means an employer as defined within *The Saskatchewan Employment Act*.

- o) **Initial Screening:** means the interview that the designate conducts to determine if the disclosure requires more information before the investigation process begins.
- p) **Investigator:** means a person appointed or recommended by the Council Compliance Committee, who carries out a formal inquiry or investigation of Wrongdoing, and could be one of the following:
 - i. **Internal Investigator:** means a person within a Senior Management position and employed by the City of Swift Current, and willing to conduct an impartial investigation, at the direction of the Council Compliance Committee, arising from a Disclosure of Wrongdoing; or
 - ii. **External Investigator:** means an externally qualified, impartial professional, who is not an Employee and has no personal affiliation with an Employee, vendor, or elected official of the City, willing to conduct an investigation, at the direction of the Council Compliance Committee, arising from a Disclosure of Wrongdoing.
- q) **Investigation Report:** means a Confidential report completed by the Investigator after an investigation of a Disclosure of Wrongdoing which shall contain the findings, the reasons for those findings, and any recommendations.
- r) **Reprisal:** means any of the following measures taken against an Employee because the Employee has, in good faith, sought advice about making a Disclosure of Wrongdoing, made a Disclosure of Wrongdoing, co-operated in an investigation according to this bylaw or declined to participate in suspected Wrongdoing:
 - i. A dismissal, layoff, suspension, demotion, transfer, discontinuation, or elimination of a job, change of a job location, reduction in wages, change in hours of work or reprimand;
 - ii. Any measure, other than one mentioned in subclause (i) that adversely affects the employment or working conditions; or
 - iii. A threat to take any of the measures mentioned in subclauses (i) and (ii) or any other punitive action, whether direct or indirect, that adversely affects the employment or working conditions of the Employee.
- s) **Whistleblower:** means a person referred to in section 4.1 who calls attention to Wrongdoing as herein defined, in an attempt to end the Wrongdoing.
- t) **Whistleblower Program:** means a program managed by the Council Compliance Committee to receive concerns of Wrongdoing as reported by persons referred to in section 4.1.
- u) **Wrongdoing:** means illegal, harmful, or inappropriate conduct including, but not limited to:

- i. Crime or suspected criminal activity, including theft, fraud, and embezzlement;
- ii. Breach of Code of Conduct or any other Council or Administrative bylaws or policies;
- iii. The wrongful or unauthorized acquisition, use, appropriation, or disposal of City assets, including cash, information, data, records, materials, labour, or equipment;
- iv. The violation of public trust or duty;
- v. The misuse of position, authority or gross mismanagement of City funds or City assets for personal gain;
- vi. Failure to follow any civic policies regarding monetary transactions, cash handling, use of signing authority, competitive bidding, purchasing or procurement;
- vii. Any claim for reimbursement of expenses not incurred for the exclusive benefit of the City; and
- viii. Knowingly directing or counseling a person to commit Wrongdoing mentioned in clauses (i) to (vii) as set out above.

4. SCOPE/EXCEPTIONS

4.1 Scope

- 4.1.1 This bylaw applies to all City Employees, contractors, suppliers, and agencies over which Council has the authority to require that this general bylaw be followed.
- 4.1.2 This bylaw is subject to any specific provisions of *The Cities Act*, or any other relevant Federal or Provincial Legislation, City Bylaw, or Collective Agreement, which, in cases of conflict, shall override this Bylaw.

4.2 Exceptions

The bylaw does not apply to Members of City Council, please refer to Code of Ethics Bylaw for Members of City Council and Council Committees, namely Bylaw No. 4 – 2023 and/or any amendments thereto.

5. GUIDING PRINCIPLES & OBJECTIVES

5.1 Accountability

The City of Swift Current is committed to accountability, transparency, and sound ethical operating practices, and will protect its revenue, property, records, information, and other assets.

5.2 Integrity

City of Swift Current Employees are to act in a way that enhances public confidence in the City and fulfill their duty to act honestly and exercise reasonable care and diligence. All Employees have a responsibility to report instances of Wrongdoing.

5.3 Complimentary

This bylaw is intended to supplement existing policies and/or procedures at the City of Swift Current, whereby Employees may already raise matters of Wrongdoing. This bylaw is not intended to override or replace existing reporting processes provided for under City policies, collective agreements, or legislation and does not create an independent reporting requirement where other reporting processes exist.

6. RESPONSIBILITIES

6.1 City Council shall:

- 6.1.1 Encourage the use of the Whistleblower Program where appropriate; and
- 6.1.2 Approve any unbudgeted program resources in accordance with existing City bylaws and policies.

6.2 The CAO shall:

- 6.2.1 Implement this bylaw and any amendments thereto by establishing governance structures, and associated administrative policies, procedures, and practices;
- 6.2.2 Ensure the investigated report findings of Wrongdoing under this bylaw, are implemented with corrective measures put into place;
- 6.2.3 Identify any human or financial resources required to implement this bylaw;
- 6.2.4 Make recommendations to Council for the appointments and posting of names for the Designate and/or Investigator; and
- 6.2.5 Propose any amendments to the bylaw.

6.3 The City Clerk shall:

- 6.3.1 Receive in confidence the completed Disclosure of Wrongdoing, attached as Schedule “B”, for formal submission to the Council Compliance Committee.

6.4 The Council Compliance Committee shall:

- 6.4.1 Receive in confidence the completed Disclosure of Wrongdoing, Schedule “B”, from the City Clerk, unless a member of the Council Compliance Committee is alleged to be involved. In that case, the completed Disclosure of Wrongdoing will be forwarded directly to the Council;
- 6.4.2 Conduct the Initial Screening and provide to the Investigator within ten (10) business days;
- 6.4.3 At the request of the Investigator and/or Designate, assist in the investigation of Allegations of Wrongdoing and/or retaliation for the reporting of any such Wrongdoing;
- 6.4.4 At any time, when or as required, request the assistance or advice of the City Solicitor; and
- 6.4.5 Provide a Confidential report to Council on any violations of this bylaw and the respective findings of investigation on an annual basis.

6.5 The Investigator shall:

- 6.5.1 Receive the Initial Screening from the Designate and/or Council Compliance Committee (this will result in Investigator taking on a larger role working with Council);
- 6.5.2 Notify the Whistleblower that the investigation will be proceeding within ten (10) business days of Initial Screening;
- 6.5.3 Conduct an investigation in a Confidential manner to determine if there are reasonable grounds of a Wrongdoing;
- 6.5.4 Notify the wrongdoer of the opportunity to respond to the Disclosure of Wrongdoing within ten (10) business days after the completion of the investigation stated in 6.5.3;
- 6.5.5 If required, assist if further investigations are required; and
- 6.5.6 File the final Investigative Report with the Designate and/or Council Compliance Committee within ten (10) business days of completion of the investigation.

7. PROCEDURES/ PROGRAM

- 7.1 This bylaw delegates authority to the CAO to ensure all procedures and decision-making frameworks are followed to maintain compliance with this bylaw.

- 7.2 This bylaw delegates authority to the Council Compliance Committee to develop a Whistleblower Program as defined in Section 3(t), and to follow the process as set out within the attached Schedule “A”.
- 7.3 Notwithstanding section 7.2, the Council Compliance Committee shall be responsible for establishing and managing an interim Whistleblower Program in accordance with the principles and objectives of this bylaw.

8. REVIEW & AMENDMENTS

- 8.1 This bylaw shall be reviewed not less than every five (5) years after its enactment by City Council, or so often as amendments are required.
- 8.2 In accordance with subsection 8.1 and in accordance with subsection 6.2.5, the CAO and/or Council Compliance Committee may propose amendments as required.

9. COMING INTO FORCE

THIS BYLAW shall come into force and have effect from the date of the final passing.

_____ **MAYOR** _____ **CITY CLERK**

INTRODUCED AND READ a first time this - day of --, 2023.

READ a second time this - day of --, 2023.

READ a third time and finally passed this - day of --, 2023.

Schedule “A”

Process and Procedures when Disclosing of Wrongdoing

Whistleblowers have a responsibility to disclose a Wrongdoing to the Designate. Where urgent action is required to prevent imminent Wrongdoing, a written Disclosure of Wrongdoing is not required and the Disclosure of Wrongdoing may be made verbally to any Designate.

1. Disclosure of the Wrongdoing

Should be in writing, using the form attached to this Schedule “B” with as much detail as possible, and not limited to:

- a) The name of the Whistleblower;
- b) The position of the Whistleblower with the City;
- c) The name and position of each Employee, or vendor against whom a Disclosure of Wrongdoing is made;
- d) The specific nature of the alleged Wrongdoing;
- e) The specific date or dates of the alleged Wrongdoing;
- f) A statement as to the information or evidence upon which the Disclosure of Wrongdoing is based; and
- g) Any other information or information deemed necessary.

2. File a report of Wrongdoing

- 2.1 Disclosures of Wrongdoing, Schedule “B”, shall be received by the City Clerk for formal submission to the Designate, as described in section 3(l) of the Bylaw.
- 2.2 The Designate has a primary responsibility for the initial preview of the Disclosures of Wrongdoing. They will perform an Initial Screening, then report to Council Compliance Committee. The Designate will determine if an investigation is warranted, and the alleged wrongdoer will be contacted if there is an investigation. These determinations should not be influenced by the position or length of service of the Employee(s) accused of the Wrongdoing, or that of the Employee making the Disclosure of Wrongdoing.
- 2.3 Where a Whistleblower discloses the Wrongdoing verbally to any Designate, the Designate receiving the disclosure must document the discussion, confirm its accuracy with the Whistleblower, and promptly forward the disclosure in confidence to the Council Compliance Committee.

- 2.4 Whistleblowers may choose to remain anonymous when making a Disclosure of Wrongdoing. However, in some cases investigation may not be possible unless the source of the information is identifiable. The Whistleblower may decide to submit a Disclosure of Wrongdoing to the Designate on an anonymous basis based on the circumstances, including the seriousness of the issues raised, the credibility of the concern, and the likelihood of confirming the report from other sources.
- 2.5 If a Disclosure of Wrongdoing involves the CAO, the Designate shall have primary responsibility for the Initial Screening of the Disclosure of Wrongdoing and will be responsible to promptly report to the Council Compliance Committee.

3. Investigations if alleged Wrongdoing involves a financial position(s):

- 3.1 If upon Initial Screening, it appears that the Disclosure of Wrongdoing could materially affect the financial position of the City, the integrity of the City's system of internal controls, or the City's exposure to liability, the Designate shall immediately advise the Council Compliance Committee, and engage the City Auditor, as well as the City Solicitor.
- 3.2 At the discretion of the City Auditor and/or City Solicitor, the Designate shall determine if an investigation is required and/or the matter be reported to the appropriate law enforcement agency.
- 3.3 In circumstances where it appears that a criminal act allegedly occurred, the Designate will submit an en camera request to the City Clerk for reporting the matter directly to Council. Contained within the report will be the assignment of responsibility to ensure steps are taken to address the causes and mitigate the risk of further occurrences.
- 3.4 Both the City Auditor and the City Solicitor will be requested to be present at any en camera meetings, where reports of alleged criminal acts will be presented.
- 3.5 If an investigation proceeds, and within ten (10) business days of an Initial Screening being received, the Investigator will respond in writing to the Whistleblower acknowledging that the Disclosure of Wrongdoing has been received and an investigation will proceed.
- 3.6 If no investigation is warranted, and no later than ten (10) business days of an Initial Screening being received, the Designate will respond in writing to the Whistleblower acknowledging that the Disclosure of Wrongdoing has been received and that no investigation is warranted. The matter is then considered closed.
- 3.7 If the investigation proceeds, the individual(s) accused of the Wrongdoing will be given an opportunity to respond to the Disclosure of Wrongdoing made. The Investigator will consider the response and may choose to

investigate further. An exception to this is, if extenuating circumstances exist that warrant immediate action, such as to prevent imminent Wrongdoing.

- 3.8 If a Disclosure of Wrongdoing against an Employee is substantiated by investigation, the Employee may be subject to disciplinary action as described within section 5 of this Schedule “A”.

4. Investigations if alleged Wrongdoing does not affect financial position:

- 4.1 The Designate shall decide if an investigation is needed after receipt of Initial Screening.
- 4.2 If so, the Designate shall forward, within (10) business days, the Initial Screening to the Council Compliance Committee so that an Investigator can be appointed.
- 4.3 The Investigator will, within ten (10) business days of an Initial Screening being received, respond in writing to the Whistleblower acknowledging that the Disclosure of Wrongdoing has been received and an investigation will be proceeding.
- 4.4 If no investigation is warranted, within ten (10) business days of an Initial Screening being received, the Designate will respond in writing to the Whistleblower acknowledging that the Disclosure of Wrongdoing has been received and no investigation is warranted.
- 4.5 If an investigation proceeds, the Investigator will document the results of each investigation in a Confidential Investigation Report and provide that to Council Compliance Committee.
- 4.6 A person under investigation shall be provided with the essential particulars of the Investigation Report and shall have an opportunity to respond to the Investigator before any decision on disciplinary action is made.
- 4.7 If a Disclosure of Wrongdoing is substantiated by investigation, the wrongdoer may ask for more information.
- 4.8 Where causes of the Wrongdoing can be identified, the Designate will submit an en camera request to the City Clerk for presentation of the Investigation Report to Council. Contained within the report will be the assignment of responsibility to ensure steps are taken to address the causes and mitigate the risk of further occurrences.
- 4.9 When reviewing the Investigation Report in an en camera meeting of Council, where the CAO is the alleged wrongdoer, Council can request the CAO leave the meeting.
- 4.10 After reviewing an Investigation Report, Council may take disciplinary action as described in section 5 of this Schedule “A”.

- 4.11 If Council concurs that the CAO or Designate has committed the Wrongdoing, Council may take disciplinary action that is not inconsistent with *The Cities Act*, this bylaw, or any related Bylaw or Policy of the City.

5. Disciplinary Action

- 5.1 Every person who contravenes this bylaw is guilty of an offence and liable on summary conviction in accordance with section 87.1 of *The Cities Act*.

6. Confidentiality

- 6.1 Anyone involved in the investigation of a Disclosure of Wrongdoing will make every reasonable effort to maintain confidentiality.
- 6.2 Investigations will be carried out on a “need to know” basis and in a manner that limits revealing details of the Disclosure of Wrongdoing and information obtained in the course of the investigation. Information about a Disclosure of Wrongdoing will only be revealed to those responsible for investigating or addressing the Disclosure of Wrongdoing, or as necessary, to conduct a thorough investigation. Information regarding Disclosures of Wrongdoing and investigations will also be provided to the CAO. If the Disclosure of Wrongdoing is regarding the CAO, the information will go directly to the Council Compliance Committee.
- 6.3 Confidentiality extends to all records relating to Disclosures of Wrongdoing, including, but not limited to, records relating to meetings, interviews, and investigation results. Personal information, including the identity of the Whistleblower, will only be disclosed as required or permitted by law. Although all reasonable steps will be taken to protect the identity of the Whistleblower, information collected and retained may be required to be released by law, including those requirements pursuant to privacy legislation, court proceedings, arbitration, or other legal proceedings.
- 6.4 Individuals making a Disclosure of Wrongdoing, Investigators, witnesses, and individuals against whom a Disclosure of Wrongdoing has been made are expected to maintain confidentiality. Breaches of confidentiality may be regarded as Wrongdoing and may be subject to disciplinary action consistent within this bylaw.

7. Whistleblower Protection

- 7.1 A Whistleblower shall be protected from any form of Reprisal, defined in Section 3 of the Bylaw, against Council or an Employee who disclosed a Wrongdoing in good faith, or who acted as a witness or otherwise participated in an investigation in good faith. It is considered a Wrongdoing in accordance with this bylaw.

- 7.2 If an Employee believes that he or she has been the subject of Reprisal, that Employee may file a Disclosure of Wrongdoing of the alleged Reprisal to the Designate who will ensure that the alleged Reprisal is appropriately investigated. Where an investigation substantiates a Reprisal, the CAO and/or the Designate will be informed, and any individual responsible will be subject to disciplinary action, where appropriate, consistent with section 5 of this Schedule “A”.

DRAFT

Schedule “B”
Disclosure of Wrongdoing

My full name and contact information is as follows:

Name and full address

Email Address Phone Number

I, _____
(name, department, and position)

do solemnly swear/affirm and declare that the following contents of this statement are true and correct and hereby request the designate of the City of Swift Current to *look into/ conduct an investigation/ inquiry/ follow-up on* whether or not the following individual has/have committed a wrongdoing in accordance with the Whistleblower Bylaw No. X -2023

employee name and position or individual vendor name

I have reasonable and probable grounds to believe that the above individual(s) has/have committed a wrongdoing by reason of the following:


1. Description and nature of wrongdoing;
2. Insert date(s), time and location of wrongdoing;
3. Provide the particulars and names of all persons involved, including all witnesses;
4. Provide contact information for all people listed;
5. Any additional information or can be attached; and
6. Other evidence that may be relevant or material to an investigation of the Disclosure of Wrongdoing.

COMMUNITY POLICING REPORT

To: The Mayor City of Swift Current	From: N.C.O. In Charge Swift Current City Det.	Month of June 2023
		Date Prepared 2023-07-04
		Phone No. (306) 778-4870

OFFENCES REPORTED AND/OR COMMITTED IN COMMUNITY

VIOLATION	June/2023	June/2022	June/2021	YTD 2023	YTD 2022	YTD 2021
Fatal Motor Vehicle Accident	--	--	--	--	--	--
Injury Motor Vehicle Accident	--	--	2	5	8	5
Reportable Vehicle Accident	7	9	5	66	61	46
Fail to Remain (Hit & Run)	6	4	8	43	44	40
Provincial Traffic Offence	105	409	466	670	1427	2612
Impaired Driving Offence	10	8	11	51	47	31
Liquor Act	5	5	10	30	29	28
Coroners Act	1	2	3	15	17	9
Mental Health Act	30	15	11	123	105	83
Other Criminal Code	35	36	34	182	183	180
Weapons Offence	4	3	2	17	16	9
Drug Enforcement	1	9	7	43	42	51
Sexual Offences	5	1	3	18	7	14
Robbery/Extortion/Harassment	14	8	13	81	79	94
Assault (excl. Sexual Assault)	15	25	14	80	94	119
Theft Under \$5,000	30	23	9	133	96	58
Theft Over \$5,000	5	3	1	26	15	8
Possession Stolen Property	2	2	--	12	16	6
Mischief	44	36	39	222	144	139
Fraud	20	15	12	63	71	59
Break & Enter – Business	6	2	1	12	5	1
Break & Enter – Residence	1	2	1	20	9	10
Break & Enter - Other	4	--	--	10	4	4
Arson	1	1	--	3	1	--
Missing Person	4	1	4	16	8	17
Peace Bond	--	--	--	--	--	2
Criminal Record Checks	161	190	96	770	939	518
Total Occurrences	478	419	515	2540	2302	2433


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

**TOURISM SWIFT CURRENT INC.
BOARD OF DIRECTORS MEETING**

**June 21, 2023 @ 10:30 AM
(Living Sky Casino Board Room)**

AGENDA

1. Call to Order/Chair Announcements
- *Welcome to Board Members*
2. Additions/Deletions to Agenda
3. Approval of Agenda
4. Adoption of Minutes
- *May 9, 2023*
5. Financial Statements
- *Suzanne Heinrichs, May, 2023 Financial Statements & Project Reports*
6. Business of the Day
 - a) Board Governance/Chair & Vice–Chair Positions
Signing Authority/Payment Approvals
 - b) TSC Budget
- *2023 Projection*
 - c) Marketing Overview
- *MEPP Update*
 - d) Celebrate Canada
- *2023 Activities*
 - e) TSC Files & Storage
- *E-Mail, Website, Passwords*
 - f) Staff & Contractors
- *2023*
 - g) Unfinished Business
- *In Camera/Board of Directors*
7. New Business
8. Next Meeting
(July, 2023)
9. Adjournment



Regular Meeting Agenda

Wednesday, June 28th, 2023

1:00 pm

- I. Call to Order
- II. Adoption of Agenda
- III. Approval of Minutes from last meeting
 - a) May 17th, 2023 Regular Meeting
- IV. Business Arising from Minutes
- V. Correspondence
 - a) SHC – May 26th, 2023
- VI. Management Report
 - a) Accounts
 - b) Income Statement to June 27th, 2023
 - c) CEO Report – verbal plus tenant issue attachment
 - d) Activity Director presentation – Pearl Craft
- VII. New Business
 - a)
- VIII. Other
 - a)
- IX. Adjournment

Truth and Reconciliation Committee

Zoom Meeting Agenda

Tuesday, July 17, 2023

12:00 to 1:00pm

Land Acknowledgement

I would like to acknowledge that we are gathered here on Treaty 4 territory, the unceded ancestral lands of the Cree, Anishinabek, Dakota, Nakota, and Lakota Nations and the homelands of the Metis people.

1. Call to order
2. Member updates
3. June 20 and 21 feedback
4. Summary notes on June 20, 2023
5. Wisdom Circle by OTC
6. September 30, 2023 program
7. New Blood – TRC performance
8. Reports
9. Other business
10. Next meeting

“Reconciliation is not a spectator sport. Everyone has a role to play.”

Senator Murray Sinclair



City of Swift Current

Council Report

Date: July 24, 2023
To: Council
From: Chief Administrative Officer
Subject: **July 22, 2023 Flood**

BACKGROUND

In the early evening of July 22, 2023, the City of Swift Current received strong winds, heavy rain, and hail in a very short period of time. Reports in the City vary from 22mm to 75mm over its hour-long duration. The repercussion of this event caused citizens and businesses within the City to incur damages that are not covered through their insurance. In the event of such circumstance individuals can seek assistance through the Provincial Disaster Assistance Program (PDAP). This application process can be accessed through the Ministry of Government Relations.

DISCUSSION

PDAP provides emergency funding to municipalities and residents affected by a natural disaster. In order to access funding, Council must pass a resolution to be designated under the PDAP.

RECOMMENDATION

THAT City Council directs Administration to apply to the Saskatchewan Public Safety Agency to be designated an eligible assistance area under the Provincial Disaster Assistance Program (PDAP), which provides financial assistance for restoring essential services and property as a result of substantial damages caused by wind, heavy rain, hail, and flooding that occurred on July 22, 2023.



Jim Jones, Chief Administrative Officer

Provincial Disaster Assistance Program

Request for designation

Date: July 24, 2023

Community Information

- Rural Municipality City Town Village Park Authority
 Resort Village First Nation

City of Swift Current No. (Community Name) (RM Only)

Name: Jim Jones, Chief Administrative Officer Clerk Administrator

Address: 177 1st Avenue N.E.
Swift Current, SK S9H 2B1

Telephone: 306 778 2723 Fax:

Email: jjones@swiftcurrent.ca

Provincial Constituency:

Type of Natural Disaster and Dates

The above community has incurred loss or damage as a result of:

Spring flooding — The flooding began on , 20 ,
the peak flow date was , 20 ,
and the flooding end date was , 20 .

Heavy rain as a result of severe weather — The severe weather occurred on
July 22 , 20²³ .

Tornado — A tornado occurred on , 20 .

Plow wind — A plow wind occurred on , 20 .

Damage Type and Estimated Loss (choose all that apply)

The above community has incurred loss or damage as a result of:

- | | |
|-------------------------------------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> Local Authority/First Nations | \$ unknown at this time |
| <input checked="" type="checkbox"/> Park Authority | \$ unknown at this time |
| <input checked="" type="checkbox"/> Educational Institute | \$ unknown at this time |
| <input checked="" type="checkbox"/> Health Care Facility | \$ unknown at this time |
| <input checked="" type="checkbox"/> Private Property | \$ unknown at this time |

Approximate number of ratepayers with private property damage:

Description of Event (please attach photos)

Please provide a detailed description of the event; include details regarding all damaged types.

See attached

Administrator

Date



REQUEST FOR ITEM TO BE DISCUSSED 'EN CAMERA'

Date: July 17, 2024

Subject: Contracts/Proposals

Request from: General Manager of Infrastructure and Operations

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.**

A handwritten signature in blue ink, appearing to read "M. Minken", is written over a horizontal line.

Mitch Minken, GM of Infrastructure & Operations

A handwritten signature in black ink, appearing to read "J. Jones", is written over a horizontal line.

Jim Jones, CAO

MEETING REQUESTED TO BE HELD: immediately following the Council Meeting on July 24th, 2023.

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