

# **COUNCIL MEETING**

Monday, October 2, 2023 6:30 p.m. Council Chambers, City Hall

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# **ADOPTION OF AGENDA**

Adoption of Agenda.

# **ADOPTION OF MINUTES**

Adoption of minutes of the regular Council meeting held September 18, 2023.

# **PROCLAMATIONS**

Jackie Powell and Kim Furey, of SaskAbilities, will attend to proclaim October 1 to October 7, 2023 as "Disability Employment Awareness Week".

Deputy Fire Chief Dean Diguer of the Swift Current Fire Department will attend to proclaim October 8 to October 14, 2023 as "Fire Prevention Week".

# **DELEGATIONS**

Chris Haichert will attend to share in his experience at the 2023 World Police and Fire Games, where he received a gold medal for curling.

# PUBLIC HEARINGS/PUBLIC NOTICE MATTERS/ORDERS

# ITEMS FOR ACTION

- 1 Accounts.
- **5** Report regarding Sunrose Enterprises Ltd. Minutes of Settlement.

# REPORTS FOR INFORMATION

#### **BYLAWS**

Bill No. 13 – 2023 A Bylaw to amend Zoning Bylaw No. 24 – 2014 by adding liquor stores as a permitted principal use in a C1 – Central Commercial District.
Notice given August 21<sup>st</sup>, 2023.
Will receive 2<sup>nd</sup> and 3<sup>rd</sup> readings – Councillor Switzer



# **COUNCIL MEETING**

Monday, October 2, 2023 6:30 p.m. Council Chambers, City Hall

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# **UNFINISHED BUSINESS**

# **NEW BUSINESS**

- 20 Truth and Reconciliation Committee Meeting Agenda from September 19, 2023.
- **21** Prairie Pioneers Independent Housing Inc. Meeting Agenda from September 20, 2023.
- 22 Swift Current Ag & Ex Meeting Agenda from September 20, 2023.
- 23 Swift Current and District Chamber of Commerce Meeting Agenda from September 20, 2023.
- Tourism Swift Current Inc. Meeting Agenda from September 21, 2023.

# **COMMUNICATIONS**

# ITEMS REQUESTED TO BE DISCUSSED EN CAMERA

25 Request regarding Contracts and Proposals.

# REPORTS OF COUNCIL MEMBERS/ENQUIRIES

# **ADJOURNMENT**

# **NEXT MEETING DATE:**

Monday, October 16, 2023 – 6:30 p.m.

# August 28, 2023

TO:

Council

FROM:

Kari Cobler, General Manager of Corporate Services

RE:

Accounts

Enclosed are the General Revenue Fund Disbursements for the period Sept 7 - 19, 2023

|  | Current    | Year to Date  |
|--|------------|---------------|
| Regular Accounts (2023)                  | 238,439.31 | 3,817,457.95  |
| Payroll Benefits                         | 359,350.65 | 7,236,778.71  |
| School Payments (Holy Trinity RCSSD #22) | -          | 1,066,862.69  |
| School Payments (Minister of Finance)    | -          | 5,686,884.04  |
| Sask Power - (Energy Purchase)           | 386,804.72 | 11,355,073.31 |
| Sask Power - (Energy Assist Program)     | -          | 393,601.83    |
| Sask Power                               | -          | 109,741.18    |
| SaskEnergy                               | 18,566.54  | 629,290.91    |
| SaskTel                                  | 14,794.18  | 142,994.05    |
| General Contractors:                     |            |               |
| AB Firetech Ltd                          | -          | 27,655.22     |
| Anixter                                  | -          | 417,825.18    |
| Armstrong Implement Next Gen             | -          | 100,627.08    |
| Associated Engineering                   | -          | 69,755.96     |
| Avenu Insights & Analytics               | 13,242.11  | 22,813.80     |
| B & A Petroleum                          | 59,882.50  | 559,574.64    |
| Big Hill Services                        | -          | 25,724.80     |
| Blenders                                 | -          | 21,050.00     |
| Brandt Tractor Ltd                       | -          | 24,589.61     |
| Brett Young                              | -          | 11,552.40     |
| Bridal Builders Inc                      | 22,477.50  | 242,069.91    |
| Cache Tactical                           | -          | 10,821.52     |
| CDW Canada                               | -          | 122,551.37    |
| Ceridian Canada Ltd                      | -          | 116,498.08    |
| C&E Pilling Ltd                          | -          | 31,912.50     |
| Chemtrade West                           | 17,564.78  | 281,137.42    |
| Chinook Regional Library                 | 226,606.50 | 453,713.00    |
| Clark's Supply & Service Ltd             | 29,490.48  | 42,996.88     |
| Cleartech Industries Inc                 | 17,076.18  | 276,126.92    |
| Clifton Engineering Group                | -          | 15,575.66     |
| Cloudpermit Inc                          | -          | 21,090.00     |
| Comm Centre                              | -          | 59,842.80     |
| Crutch's Plumbing & Heating              | -          | 47,797.55     |
| Cummins Western Canada                   | -          | 19,185.59     |
| Cypress Health Region                    | -          | 327,555.27    |
| Decor Complete Ltd                       | -          | 36,681.94     |

| Delco Automation Inc           | (*)                   | 50,998.95    |
|--------------------------------|-----------------------|--------------|
| Directdial.com                 | _                     | 24,094.20    |
| Duncan Roofing                 | 132,068.78            | 707,501.79   |
| Early's Farm & Garden Inc      | •                     | 45,027.10    |
| Econolite Canada Inc           |                       | 18,975.45    |
| Elmwood Golf Course            | -                     | 20,460.00    |
| Eecol Electric Ltd             | -                     | 111,628.73   |
| Emco                           | -                     | 92,647.93    |
| Engo Equipment Sales Inc       | 172,912.47            | 172,912.47   |
| Fieldstone Energy Ltd          | -                     | 20,883.52    |
| Finning Canada                 | -                     | 427,013.30   |
| Flocor Inc                     | -                     | 23,893.88    |
| FP Teleset                     | -                     | 110,250.00   |
| Frontier Builders              | 350                   | 25,923.63    |
| Gordon Ralph Tams              | -                     | 22,779.72    |
| Gescan                         | -                     | 24,019.79    |
| GFL Environmental Inc          | 55,742.41             | 605,299.17   |
| Giesbrecht, Leslie             | -                     | 110,234.25   |
| Golden West Broadcasting       | -                     | 34,499.87    |
| GP Fiberglass Ltd              |                       | 13,320.00    |
| Granicus LLC                   | 323                   | 12,580.97    |
| Grassroots Landscaping         |                       | 28,693.83    |
| Guillevin International        | 727                   | 46,733.90    |
| Hach Sales & Service Canada    | -                     | 65,878.36    |
| HBI Office Plus Inc            | •                     | 57,542.19    |
| Hydrodig Canada Inc            | -                     | 15,413.75    |
| Imaginit Saskatchewan          | -                     | 20,794.52    |
| Industrial Machine Inc         | (-)                   | 25,174.96    |
| Insight Canada Inc             | -                     | 85,195.24    |
| Inventronics Ltd               | -                     | 60,597.60    |
| Jesstec Industries             | -                     | 13,403.08    |
| JMP Solutions                  | -                     | 15,708.00    |
| John Brooks Company Ltd        | 254                   | 26,146.21    |
| Kanuka Thuringer               |                       | 41,410.76    |
| KGS Group Consulting Engineers | -                     | 18,281.81    |
| KK Golf Management             | 24,989.39             | 396,383.37   |
| Knudsen Excavating             | -                     | 240,336.45   |
| Lee's Tree Care & Landscaping  | -                     | 62,809.18    |
| Leeville Construction Ltd      | -                     | 1,184,982.05 |
| Len's Plumbing & Heating       | ( ) = ( ) = ( ) = ( ) | 147,117.27   |
| Line Star Utility Supply       | -                     | 20,857.85    |
| LK Holdings                    | 12,449.11             | 50,053.19    |
| Macmor Industries Ltd          | ~                     | 61,486.51    |
| Martin Deerline                | 2:                    | 92,765.67    |
| Mckercher LLP                  | N=0                   | 4,884,000.00 |
| Melhoff Electric               | -                     | 57,723.81    |
| Microage                       | ( <del>)</del>        | 222,576.96   |

| Mid Continental Pump Supply           |                    | 23,384.95    |
|---------------------------------------|--------------------|--------------|
| MNP LLP                               | 12                 | 42,082.51    |
| Mobile Paving                         | 373                | 14,779.72    |
| _                                     |                    | 124,415.46   |
| Morley Johannesson                    | (5)                | 77,020.33    |
| Moskal Mechanical 2009 Ltd            | 26 274 09          |              |
| Nodge Manufacturing (88) Ltd          | 36,374.98          | 53,575.21    |
| Norwood Tent & Awning Inc             | -                  | 30,505.30    |
| Nutrien Ag-crop Products              | -                  | 13,742.40    |
| Oracle Corporation Canada Inc         | 3=3                | 46,094.80    |
| Paradise Pools                        | 57.3               | 23,622.41    |
| PerfectMind                           | 1 <u>-</u> 9       | 15,262.50    |
| Playgrounds -R-US                     | 153                | 111,738.15   |
| Prairie Controls Ltd                  | (#)                | 26,817.60    |
| Prairie Rubber Paving                 | ( <b>7</b> )       | 106,940.50   |
| Pre-Con Ltd                           | ( <del>=</del> )   | 53,173.84    |
| P3 Architecture                       | 8=2                | 15,219.00    |
| Quality Tire Service                  | 12                 | 13,810.90    |
| Ravic LLC                             | 100                | 10,000.00    |
| Rawhide Supplements Ltd               | 720                | 18,129.91    |
| Redhead Equipment Ltd                 | -                  | 31,250.28    |
| RCMP                                  | :26                | 1,896,968.00 |
| Rhino Technical Services Inc          | ( <del>-</del>     | 43,605.19    |
| Riverdene Garden Centre               | -                  | 31,511.37    |
| Riverside Electric Ltd                | 19,948.68          | 226,201.11   |
| Rock Solid Trucking                   | =                  | 112,239.84   |
| Rocky Mountain Phoenix                | ·¥3                | 30,357.68    |
| Sask Asphalt Maintenance Ltd          | -                  | 75,480.00    |
| Saskatchewan Abilities Council        | 58,047.14          | 514,251.95   |
| Saskatchewan Public Safety Agency     | -                  | 30,778.13    |
| SaskPower                             |                    | 10,500.00    |
| Servicemaster Clean of Swift Current  |                    | 20,501.58    |
| SGI                                   | -                  | 114,973.39   |
| Shermco Industries Canada             |                    | 63,403.20    |
|                                       |                    | 21,285.69    |
| Siteone Landscape                     |                    | 35,700.00    |
| SLR Consulting (Canada) Ltd           | 12.5               | 20,380.71    |
| Souris Valley Industries              | 40.254.05          | 40,354.05    |
| Southern Coring & Cutting Service     | 40,354.05          | •            |
| Southwest Cultural Development Group  | -                  | 63,750.00    |
| Southwest Paving Ltd                  | -                  | 94,691.88    |
| Speedy Creek Mechanical               | 1 <b>-</b> 2       | 27,326.74    |
| Standard Dodge                        | 8 <del>7</del> 8   | 83,156.71    |
| SUMA                                  | 525                | 19,794.37    |
| Summit Valve & Controls               | 1-1                | 32,816.04    |
| Superior North America                | -                  | 20,837.41    |
| Swift Current Lions Club              | (5)                | 12,000.00    |
| Swift Current Professional Janitorial | -                  | 37,832.50    |
| Swift Plumbing & Heating              | 1 <del>1</del> 2 2 | 33,637.62    |

| Tetra Tech Canada Inc        | -               | 18,823.56        |
|------------------------------|-----------------|------------------|
| Tourism Swift Current        | -               | 113,375.00       |
| Triways Disposal Services    | 111,567.95      | 987,117.21       |
| United Paving                | 19,198.00       | 1,530,299.42     |
| Vertex Inc                   | -               | 10,353.00        |
| Vigilant Consulting Services | -               | 178,710.00       |
| Vitae Environment            | -               | 87,884.82        |
| Voth's Brandsource           | -               | 17,915.34        |
| Westvac Industrial Ltd       | -               | 32,784.23        |
| Wheatland Machine Shop       | -               | 59,289.63        |
| Wiebe Contracting Ltd        | 16,488.93       | 89,778.44        |
| Wolseley/Westburne           | -               | 30,496.16        |
| WSP Canada Group Ltd         | -               | 37,255.43        |
| Xerox Canada Ltd             | -               | 36,253.44        |
| Y & K Cleaning Ltd           | 10,224.21       | 93,169.52        |
| Zoho Corp                    |                 | 14,558.26        |
| TOTAL                        | \$ 2,114,661.55 | \$ 52,346,385.40 |

# **RECOMMENDATION:**

I recommend that \$2,114,661.55 in disbursements be approve

REPORT PREPARED BY:

Lisa Hagen, Accounts Payable Supervisor

SIGNATURE: Line HaguAPPROVAL: Kodder

I concur with the recommendation



# City of Swift Current

# Council Report

Date:

September 26th, 2023

To:

City Council

From:

Chief Administrative Officer

Subject:

Sunrose Enterprises Ltd. - Minutes of Settlement

## **BACKGROUND**

On September 28<sup>th</sup>, 2009, City Council passed a resolution to enter into an agreement with Sunrose Enterprises Ltd. for the development of Block B Plan 101983811, known as a portion of the former Swift Current hospital site. The terms of the agreement allowed Sunrose Enterprises Ltd. to purchase and develop the property in three (3) phases, for a purchase price of \$577,000. Ten (10) percent of the purchase price was paid as a deposit upon execution of the agreement and the remaining balance was secured by a mortgage in favour of the City, payable in installments as units in each phase were completed. The balance of the purchase price, if any, was to be paid on or before August 1<sup>st</sup>, 2013.

In addition to the former hospital site, the City of Swift Current entered into a second agreement with Sunrose Enterprises Ltd. on June 14<sup>th</sup>, 2010, for the purchase of Block A Plan No 101983811. This property had been the site of the adjacent power plant, which had been decommissioned and demolished. The purchase price for this property was \$129,600. Terms for payment were similar to the first agreement, with ten (10) percent payable upon execution of the agreement, the remainder secured by registration of a mortgage and paid in installments, and the balance due on or before August 1<sup>st</sup>, 2014.

Since the execution of these agreements, Sunrose Enterprises Ltd. and the City have entered into two addendums. The first addendum allowed for a four (4) year extension for payment of the balance of the purchase price for both properties. The second addendum extended the final payment date an additional five (5) years.

# **DISCUSSION**

Sunrose Enterprises Ltd. has defaulted on their obligations under each of these Agreements and subsequent Addendums.

To date, Sunrose Enterprises Ltd. has paid \$325,660 of the \$706,600 total purchase price, leaving an outstanding balance of \$457,295.58, which includes accrued interest of \$76,355.58.

City Administration, together with support from outside legal counsel, entered into negotiations to settle matters in relation to claims the City had pursuant to the Agreements.

The Minutes of Settlement attached to this report, include the following terms:

- 1. Transfer of two (2) lots: Block 2 Plan No. 102089921 and Block 3 Plan No. 102040108, back to the City of Swift Current (as shown on the attached parcel pictures); and
- 2. A lump sum payment of \$120,000 to the City of Swift Current.

# RECOMMENDATION

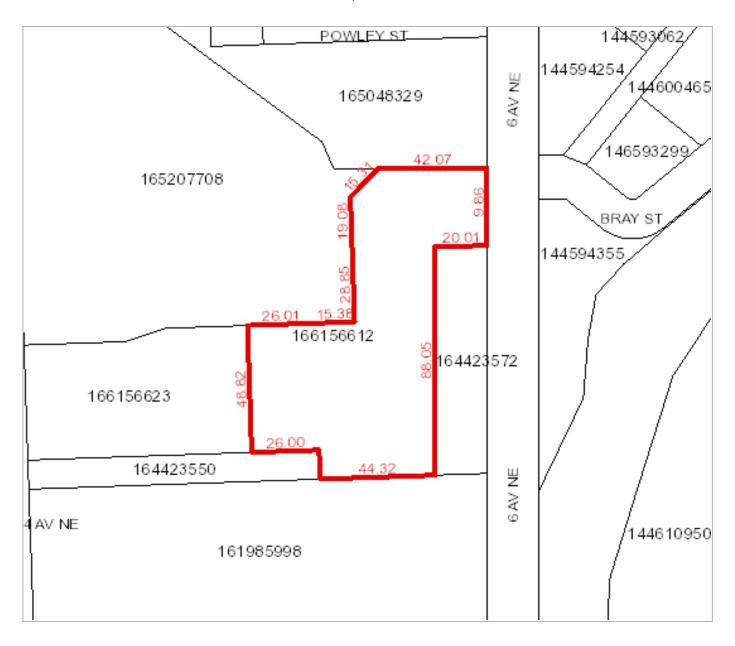
THAT City Council approves the Minutes of Settlement, as resolution of outstanding matters with Sunrose Enterprises Ltd.

Jim Jones Chief Administrative Officer



# Surface Parcel Number: 166156612

REQUEST DATE: Thu Sep 21 10:20:52 GMT-06:00 2023



Owner Name(s): CITY OF SWIFT CURRENT

Municipality: CITY OF SWIFT CURRENT

**Title Number(s)**: 156484255

Parcel Class: Parcel (Generic)

Land Description : Blk/Par 2-Plan 102089921 Ext 0

Source Quarter Section: NE-25-15-14-3

Commodity/Unit: Not Applicable

Area: 0.64 hectares (1.58 acres)

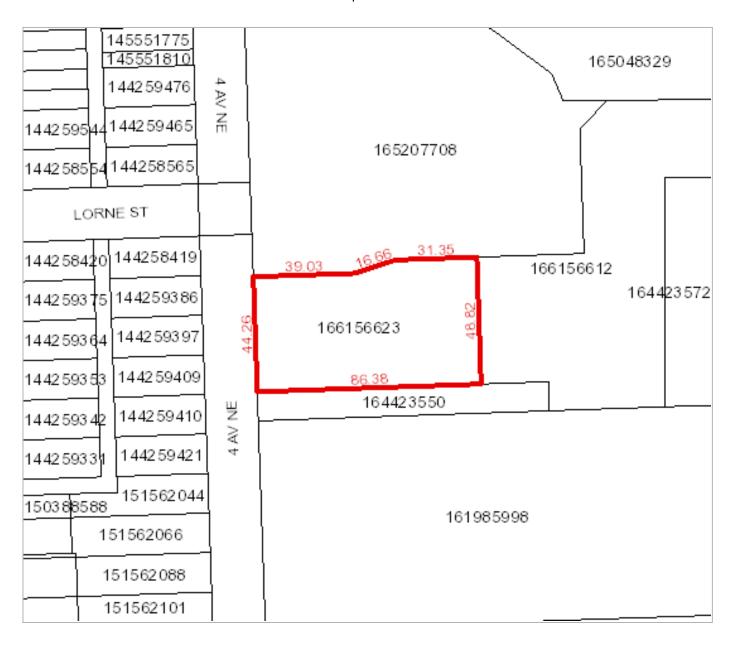
**Converted Title Number:** 94SC03667

Ownership Share:



# Surface Parcel Number: 166156623

REQUEST DATE: Thu Sep 21 10:22:49 GMT-06:00 2023



Owner Name(s): CITY OF SWIFT CURRENT

Municipality: CITY OF SWIFT CURRENT

**Title Number(s)**: 156484266

Parcel Class: Parcel (Generic)

Land Description: Blk/Par 3-Plan 102040108 Ext 1

Source Quarter Section: NE-25-15-14-3

Commodity/Unit: Not Applicable

Area: 0.4 hectares (0.99 acres)

Converted Title Number: 94SC03667

Ownership Share:

# **MINUTES OF SETTLEMENT**

#### Between:

# THE CITY OF SWIFT CURRENT

#### And

#### SUNROSE ENTERPRISES LTD.

WHEREAS Sunrose Enterprises Ltd. (hereinafter referred to as "Sunrose"), in indebted to the City of Swift Current ("the City") pursuant to two agreements dated September 28, 2009 and June 14, 2010, as amended, renewed and restated from time-to-time (the "Agreements");

AND WHEREAS in order to secure the obligations of Sunrose under the Agreements, the City was granted a mortgage on certain parcels of land owned by Sunrose;

AND WHEREAS Sunrose is in default of their obligations under the Agreements;

AND WHEREAS the City and Sunrose are desirous of settling all of the matters between them, on the terms and conditions hereinafter set forth, in relation to any claims the City may have against Sunrose pursuant to the Agreements;

**NOW THEREFORE** these Minutes of Settlement witnesseth that in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set out, the parites agree as follows:

#### I. SETTLEMENT OF OBLIGATIONS

1. The parties shall execute a mutual release in the form attached as Schedule "A" hereto (the "Release"). The Release shall be executed by both parties and exchanged amongst counsel, but shall be held in trust by counsel for the parties until such time as the settlement obligations, as described in paragraphs 2 to 10 herein, are complied with.

2. Concurrent with execution of these Minutes, Sunrose shall deliver a registerable transfer of title to counsel for the City for the following lands:

Title #142547123 Surface Parcel 166156612 Blk/Par 2 Plan No. 102089921 Ext 0

And –

Title #142547137 Surface Parcel 1661566623 Blk/Par 3 Plan No 102040108 Ext 1

(the "Transfer" and the "Lands" respectively).

- 3. Not later than thirty days after execution of these Minutes, Sunrose shall provide the City with copies of title to the Lands, confirming the only interests that remain on title to the Lands are the following:
  - a. Mortgage Interest Register #117109683 City of Swift Current; and
  - b. Easement Interest Register #117423952 SaskEnergy
- 4. The Transfer shall be held in trust by counsel for the City pending the execution of these Minutes by the City and the completion of the discharges as contemplated by paragraph 3 herein.
- 5. Notwithstanding anything to the contrary herein, Sunrose shall, at its own risk of loss, be permitted to keep storage sheds and one personal trailer on the Lands. Sunrose shall remove the storage sheds and personal trailer from the Lands by September 1, 2023, failing which the City may remove, sell or dispose of the same.
- 6. In the event the City incurs costs in removing the items described in paragraph 5 herein, Sunrose shall be required to reimburse the City for the costs of the same.
- 7. In the event that Sunrose voluntarily sells Titles 140976344, 140976366 or 140976490 (the "Condo Titles") prior to making payment as described in paragraph 8 herein, Sunrose shall remit \$15,000 from the sale proceeds of each title to the City.

- 8. Not later than September 1, 2023 Sunrose shall make a payment of \$120,000 to the City. This payment shall be exclusive of costs incurred by the City as contemplated by paragraph 6 of the Minutes, but inclusive of any proceeds of any sale contemplated by paragraph 7 of the Minutes.
- 9. In the event Sunrose fails to make payment as contemplated in paragraph 8 herein, interest shall begin accruing on the debt outstanding at a rate of 5% per annum from September 1, 2023. The City may take any and all enforcement steps at its sole discretion including, but not limited to:
  - a. Bringing an application for judicial sale or foreclosure;
  - b. Obtaining judgment; and
  - c. Enforcing a judgment against personal property.
- 10. Within 30 days of Sunrose satisfying the debt owing in full, either by voluntary payment as contemplated by paragraph 8 herein or enforcement as contemplated by paragraph 9 herein, the City shall discharge its mortgage interest from the Condo Titles, as applicable.

#### II. COSTS

11. Both parties shall bear their own costs.

## III. NO ADMISSION OF LIABILITY

12. Both parties agree and acknowledge that the within settlement is a compromise of a disputed claim, and that the mutual obligations set out in these Minutes of Settlement are not to be construed as an admission of the City's or Sunrose's liability.

#### IV. JURISDICTION

13. The within Minutes of Settlement shall be construed in accordance with the laws of the Province of Saskatchewan.

#### V. ENDURING POWER

14. The within Minutes of Settlement, and the obligations arising herein, shall be binding upon and enure to the benefit of all parties hereto and their respective employees, servants, managers, agents, representatives, insurers, heirs, dependents, executors, administrators, successors and assigns.

#### VI. CONFIDENTIALITY

15. These Minutes of Settlement shall not be filed with the Court of King's Bench for Saskatchewan or any Court of competent jurisdiction except as is necessary to enforce the terms herein.

#### VII. ADDRESS FOR SERVICE

16. The parties agree that legal notice is hereby constituted by the following addresses:

# The City of Swift Current

c/o Robertson Stromberg LLP Attention: Travis K. Kusch 600-105 21<sup>st</sup> Street East Saskatoon, SK S7K 0B3 Email: t.kusch@rslaw.com

#### Sunrose Enterprises Ltd.

c/o Anderson & Company Attn: Joel P. Friesen 51 1st Ave NW Swift Current, SK S9H 0M5 Email: jfriesen@andlaw.ca

#### VIII. INDEPENDENT LEGAL ADVICE

17. Both parties hereby acknowledge and agree they have received, or alternatively elected not to seek, independent legal advice with respect to the terms of the Minutes of Settlement herein and are signing these Minutes of Settlement voluntarily, being fully cognizant of the effects of accepting the terms by their signatures.

#### IX. ACKNOWLEDGEMENT

18. By endorsing the within Minutes of Settlement, both parties agree and declare that each has freely understood the terms herein and confirms that they are endorsing the within Minutes of Settlement freely, voluntarily and without duress.

# X. COUNTERPART

19. Both parties agree that these Minutes of Settlement may be executed by counterpart and delivered by facsimile or email and each counterpart will be considered an original and together the party's will be considered one document. A signed counterpart provided by way of facsimile transmission or by electronic delivery in portable document form (".pdf") shall be as binding and valid as an originally signed counterpart.

#### XI. RECITALS

1

20. The parties acknowledge and agree that the Recitals to these Minutes of Settlement are incorporated into and form part of these Minutes of Settlement.

[Execution Page to Follow]

| day of, 2023.  | onsented to by the City of Swift Current this |
|--|---|
|  | THE CITY OF SWIFT CURRENT                     |
|  | Per: Ma<br>Moyor Al Brido/                    |
| These Minutes of Settlement approved and of this day of, 2023. | consented to by the Sunrose Enterprises Ltd.  |
|  | SUNROSE ENTERPRISES LTD.                      |
|  | Per;  |

| These Minutes of Settlement approved and day of, 2023. | consented to by | the City of | Swift C      | current this |
|--|-----------------|-------------|--------------|--------------|
|  | THE             | CITY        | OF           | SWIFT        |
| CURRENT  |                 |             |              |              |
|  | Per:            |             |              |              |
|  |                 |             |              |              |
|  |                 |             |              |              |
| These Minutes of Settlement approved and this, 2023.   | consented to by | the Sunro   | se Enter     | prises Ltd.  |
|  | SUNROSE I       | ENTERPR     | uses L       | TD.          |
|  | Per;            | 3           | <del>-</del> |              |

# Schedule "A" Mutual Release

#### MUTUAL RELEASE

IN CONSIDERATION of the settlement terms described herein and further detailed in the Minutes of Settlement which is attached to this Mutual Release, and such other mutual promises and covenants herein contained (the sufficiency and receipt of which is hereby acknowledged), the City of Swift Current (the "City") and Sunrose Enterprises Ltd. ("Sunrose" and collectively with the City the "Parties") hereby release and forever discharge each other (including each Parties' respective employees, agents, insurers, representatives, directors, officers, shareholders, administrators, successors, subsidiary and related legal entities) from all manner of actions, causes of action, claims, demands, losses, damages, charges, expenses, costs and proceedings of any nature whatsoever which each of the Parties have ever had, now have, or hereinafter can, shall, or may have (whether known or unknown) as against each other arising out of or connected in any way with the Agreements between the parties dated September 28, 2009 and June 14, 2010 (the "Agreements"), as amended and restated from time to time, and any resulting mortgages therefrom and all associated and related claims for monetary judgment, consequential loss, future or past lost of profit. For clarity, the intent of this Release is to allow the Parties to extinguish and forever end all responsibilities, obligations, debts, contracts, or any other instruments as between them and that they shall each move forward without any further involvement with one another unless specifically agreed in writing.

AND IT IS HEREBY DECLARED THAT the terms of this Mutual Release are fully understood and that the said consideration is accepted voluntarily, for the purpose of making a full and final compromise, adjustment, and settlement of all claims for injury, loss, or damage arising out of or connected in any way with the Agreements.

FOR THE CONSIDERATION AFORESAID, the parties do specifically covenant and agree not to bring any claim or proceeding whatsoever as against the other, including proceedings pursuant to statute or otherwise.

THE PARTIES AGREE that nothing herein shall be construed as an admission of liability, and that any such liability is expressly denied.

**EACH PARTY** acknowledges and agrees that he/it is executing this Mutual Release voluntarily and with full knowledge of his/its rights. Each party has had the opportunity to obtain independent legal advice, should she/it wish to do so.

| administrators, successors and assigns.                | pon the parties and their heirs, executors, |
|--|---|
| This Release approved and consented to by the          | City of Swift Current this 27 day of        |
| Т  | HE CITY OF SWIFT CURRENT                    |
|  | Per: Al Brida,                              |
| This Release approved and consented to by the S, 2023. | unrose Enterprises Ltd. this day of         |
| S  | UNROSE ENTERPRISES LTD.                     |
| Pe   | er;   |

| THIS MUTUAL RELEASE shall be binding administrators, successors and assigns. | ng upon the parties and their heirs, executors,  |
|--|--|
| This Release approved and consented to by, 2023.                             | the City of Swift Current this day of            |
|  | THE CITY OF SWIFT CURRENT                        |
|  | Per:   |
| This Release approved and consented to by t                                  | he Sunrose Enterprises Ltd. this <u>7</u> day of |
|  | SUNROSE ENTERPRISES LTD.                         |
|  |  |

#### **BYLAW NO. X - 2023**

A BYLAW of the City of Swift Current, in the Province of Saskatchewan, to amend Zoning Bylaw No. 24 – 2014 by making textual amendments to add liquor stores as a Permitted Principal Use in the C1 – Central 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 a new subsection under Section 4.12.2 <u>Permitted Principal Uses</u> as follows:
  - 4.12.2.26 liquor stores.
- 2. THIS BYLAW shall come into force and have effect from the date of final reading thereof.

| MAYOR | CITY CLERK |
|-------|------------|
| MAYOR | CITY CLER  |

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

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

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

# **Truth and Reconciliation Committee**

# **Zoom Meeting Agenda**

# Tuesday, September 19, 2023

12:00 to 1:30pm

# 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 new member update
- 3. The Totem Pole Monument in Swift Current
- 4. Summary notes on August 22, 2023 meeting
- 5. September 29 and 30, 2023 partnership with Living Sky Casino
  Trade show -Banners display Shifts
- 6. September 30, 2023 program

City of SC partner

Early Years of Family Resource Centre

Kids First

- 7. CBC interview
- 8. OTC website content
- 9. Grant application for 2023 Saskculture and MCoS
- 10.Other business
- 11.Next meeting

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

Murray Sinclair



# Regular Meeting Agenda

# Wednesday, September 20th, 2023

# 1:00 pm

|        | 0 11  | S   | 0     |     |
|--------|-------|-----|-------|-----|
| 1      | Call  | to  | 11111 | 100 |
| 14 647 | 1.411 | 111 | 1111  | 101 |

- II. Adoption of Agenda
- III. Approval of Minutes from last meeting
  - a) July 19th, 2023, Regular Meeting
- IV. Business Arising from Minutes
- V. Correspondence
  - a) Scott Land & Lease July 24th, 2023
  - b) City of Swift Current August 22nd, 2023
  - c) RM of Sask Landing/Village of Stewart Valley August 25th, 2023
- VI. Management Report
  - a) Accounts
  - b) Income Statement to September 18th, 2023
  - c) CEO Report
  - d) Personnel Report

#### VII. New Business

- a) Rental Development Program Application-distribute at meeting
- b) Short term borrowing clear off LOC from Building Project

#### VIII. Other

- a) Pioneer Manor Resident's Assoc. September Meeting Minutes
- IX. Adjournment

# Swift Current Ag & Ex's Mission Statement:

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

# Minutes - BOARD OF DIRECTORS - SEPTEMBER 20, 2023

- CALL MEETING TO ORDER (7:00 pm 9:00 pm)
- APPROVAL OF AGENDA
  - APPROVAL OF MINUTES AUGUST 16<sup>th</sup>, 2023

#### **OLD BUSINESS**

#### **NEW BUSINESS**

- Budget Report City
- Committee Reports
  - Financial Report August
  - Office report
  - Grounds Report
  - City Council Report
  - Doc's Town
  - Communications
  - Takin' it to the Dirt
  - Ranchman's / Junior Stockman's / Culture fest
  - Youth Initiative
  - Volunteer Supper
  - Frontier Days
    - Gates & Parking
    - Entertainment
    - Concessions
    - Saloon
    - Security
    - Parade/Kiddies Day Parade
    - Pancake Breakfast
    - Janitorial Clean Up Crew
    - Commercial Exhibits
    - Livestock
    - Equine
    - Rodeo
  - Trade Show
  - Discover the Farm

#### • OTHER BUSINESS

- Strategic Planning
- Louisiana Hayride
- DATE & TIME NEXT MEETING:
  - October 18, 2023, at 7:00PM, Palliser Pavilion, Stampede Room or by Zoom.

#### **MEETING ADJOURNED**



# SWIFT CURRENT & DISTRICT CHAMBER OF COMMERCE BOARD MEETING AGENDA

Wednesday September 20, 2023 | 5:00pm Chamber of Commerce Board Room or via TEAMS - Swift Current, SK.

- 1. Welcome MLA Everett Hindley
- 2. Welcome Denise Wall Economic Development/Tourism Officer for the City of SC
- 3. Approval of the Agenda
- 4. Approval of Minutes from the August 16, 2023 meeting
- 5. CEO Report and General Update
  - a. CEO Report (Karla)
  - b. Executive Assistant Report (Heidi)
- 6. City of Swift Current update Pat
- 7. RM of Swift Current #137 update Butch
- 8. Group Reports:
  - a. Administration (Doug, Logan, Vim, Ashley)
  - b. Advocacy (Warren, Patrick)
  - c. Communications (Lindsay, Bryce, Logan)
  - d. Financial (Chelsey, Alicia)
    - i. General update
    - ii. Review of August financials and MOTION to approve:
  - e. Membership Value (Mark, Garry)
    - i. MOTION to approve new members:
  - f. Networking & Connections (Bryce, Lindsay, Ashley)
- 9. New Business
  - i. SCBEX All Award Category voting
  - ii. Small Business Week delegation to City Council Chambers
  - iii. Safe Places Affiliate Certification update
  - iv. Office
  - v. Miscellaneous updates
- 10. Adjournment

<sup>\*\*\*\*\*</sup>Next Chamber Board meeting October 18, 2023 – Chamber Boardroom or via TEAMS

# TOURISM SWIFT CURRENT INC. BOARD OF DIRECTORS MEETING

# September 21, 2023 1:30pm

Location: Swift Current Chamber of Commerce Meeting Room

#### Attendance:

#### **AGENDA**

- 1. Call to Order
- 2. Additions/Deletions to Agenda
- 3. Approval of Agenda
- 4. Adoption of Previous Meeting Minutes
- 5. Financial Statements
- 6. Business of the Day
  - a. CEO Report
    - i. Motions arising from report
  - b. Board Governance/Policy
    - i. Current AND first section of proposed attached(NOTE Section 2 of proposed can only be adopted as special resolution)
  - c. Unfinished Business En Camera/Board of Directors
- 7. New Business
- 8. Next Meeting
- 9. Adjournment



# REQUEST FOR ITEM TO BE DISCUSSED 'EN CAMERA'

Date: September 27, 2023

Subject: Contracts and Proposal

Request from: Chief Administrative Officer

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

Section 16

Request Justification: Plans or positions related to pending management,

personnel, policy or budgeting decisions.

U/U Jim Jones, CAO

MEETING REQUESTED TO BE HELD: <u>immediately following the Council Meeting on October 2<sup>nd</sup>, 2023.</u>

<u>Staff Members to be in Attendance</u>: Chief Administrative Officer, Acting General Manager of Corporate Services, General Manager of Infrastructure and Operations, General Manager of Community Services, and City Clerk.