

COUNCIL MEETING

Monday, April 29, 2024 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 April 1, 2024.

Adoption of minutes of the Special Council meeting held April 11, 2024.

PROCLAMATIONS

Fire Chief Ryan Hunter and Marlene Funk of the Swift Current Fire Department will attend to proclaim May 5 to May 11, 2024 as "Emergency Preparedness Week".

Jennifer Diguer, Occupational Health and Safety Coordinator with the City of Swift Current, will attend to proclaim May 6 to May 12, 2024 as "National Occupational Safety and Health Week".

DELEGATIONS

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

Taneshea Francis and Stacie Noble-Wiebe, members of Red Dress Awareness Southwest, will attend to share information and bring awareness to "Red Dress Day" being observed on May 5, 2024.

PUBLIC HEARINGS/PUBLIC NOTICE MATTERS/ORDERS

ITEMS FOR ACTION

- 2 Accounts.
- **6** Report regarding Transfer of Land to the Society for the Prevention of Cruelty to Animals.



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- **8** Report regarding Swift Current 57's Baseball Club Agreement.
- 18 Report regarding Waiver of Noise Bylaw.

REPORTS FOR INFORMATION

BYLAWS

- Bill No. 7 2024 A bylaw to establish the Mill Rate. **Notice given April 1, 2024.**
- Bill No. 8 2024 A bylaw to establish the Mill Rate Factors. **Notice given April 1, 2024.**
- Bill No. 9 2024 A bylaw to establish a Special Levy for Funding of the Long-Term Care Facility.

 Notice given April 1, 2024.
- Bill No. 10 2024 A bylaw to establish the 2024 Assessment Exemption of Certain Properties.

 Notice given April 1, 2024.

UNFINISHED BUSINESS

NEW BUSINESS

- 20 Tourism Swift Current Inc. Meeting Agenda from March 21, 2024.
- 21 Swift Current City Detachment Community Policing Report for March, 2024.
- 22 Prairie Pioneers Independent Housing Inc. Meeting Agenda from April 17, 2024.
- 23 Swift Current & District Chamber of Commerce Meeting Agenda from April 17, 2024.

COMMUNICATIONS



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ITEMS REQUESTED TO BE DISCUSSED EN CAMERA

REPORTS OF COUNCIL MEMBERS/ENQUIRIES

ADJOURNMENT

NEXT MEETING DATE:

Monday, May 13, 2024 – 6:30 p.m.

COMMUNITY POLICING REPORT

To: The Mayor City of Swift Current	From: N.C.O. In Charge Swift Current City Det.	Months of January to March 2024
		Date Prepared 2024-04-17
		Phone No. (306) 778-4870

OFFENCES REPORTED AND/OR COMMITTED IN COMMUNITY

VIOLATION	Jan to	Jan to	Jan to	YTD	YTD	YTD
	Mar/2024	Mar/2023	Mar/2022	2024	2023	2022
Fatal Motor Vehicle Accident				-		
Injury Motor Vehicle Accident	2	2	7	2	2	7
Reportable Vehicle Accident	19	30	40	19	30	40
Fail to Remain (Hit & Run)	17	24	20	17	24	20
Provincial Traffic Offence	500	353	621	500	353	621
Impaired Driving Offence	23	17	17	23	17	17
Liquor Act	11	9	12	11	9	12
Coroners Act	5	11	12	5	11	12
Mental Health Act	65	52	53	65	52	53
Other Criminal Code	77	105	85	77	105	85
Weapons Offence	1	4	8	1	4	8
Drug Enforcement	13	27	15	13	27	15
Sexual Offences	16	5	4	16	5	4
Robbery/Extortion/Harassment	24	35	38	24	35	38
Assault (excl. Sexual Assault)	53	32	37	53	32	37
Theft Under \$5,000	60	68	43	60	68	43
Theft Over \$5,000	10	15	5	10	15	5
Possession Stolen Property	11	5	5	11	5	5
Mischief	93	97	48	93	97	48
Fraud	38	18	35	38	18	35
Break & Enter – Business	4	2	1	4	2	1
Break & Enter – Residence	5	15	6	5	15	6
Break & Enter - Other	9	3	2	9	3	2
Arson		1		-	1	
Missing Person	6	9	4	6	9	4
Peace Bond	1			1		
Criminal Record Checks	376	299	332	376	299	332
Total Occurrences	1223	1190	1048	1223	1190	1048

(E.M. GORDON), Staff Sergeant Detachment Commander Swift Current City Detachment April 3, 2024

TO:

Council

FROM:

Kari Cobler, General Manager of Corporate Services

RE:

Accounts

Enclosed are the General Revenue Fund Disbursements for the period Mar 22 - Apr 3, 2024

	Current	Year to Date
Regular Accounts	230,190.81	1,357,927.12
Payroll Benefits	393,477.35	2,584,448.96
School Payments (Holy Trinity RCSSD #22)	-	114,955.43
School Payments (Minister of Finance)	-	490,641.03
Sask Power - (Energy Purchase)		3,926,671.57
Sask Power	-	11,471.83
SaskEnergy	-	245,348.98
SaskTel	•	41,524.11
General Contractors:		
Aevitas Inc	-	20,901.12
Arboriculture Canada Training	-	11,457.34
B & A Petroleum	13,221.90	136,071.64
Brandt Tractor Ltd	**	25,074.96
Chemtrade West Ltd	-	71,497.48
Chinook Regional Library	-	227,131.50
Cleartech Industries	-	21,547.00
CloudPermit Inc		21,090.00
Delco Automation Inc	44,400.00	76,717.65
Eecol Electric Ltd	-	52,625.40
Flaman Sales	•	12,225.15
Flocor Inc	-	20,111.71
FP Teleset Francotyp	36,750.00	73,500.00
GFL Environmental Inc	-	209,410.27
Gordon Ralph Tams	23,463.11	23,463.11
Integrity Electrical Services	-	17,908.71
KK Golf Management Inc	-	13,201.80
Knudsen Excavating	-	47,126.63
Lee's Tree Care & Landscaping	-	39,784.10
Leeville Contruction Ltd	-	127,079.19
Len's Plumbing & Heating	-	26,729.55
Onactuate Consulting Inc	10,975.13	12,961.11
Paradise Pools	-	16,644.45
PTI Utility Supply Ltd	45,607.93	65,404.55
RCMP	359,944.68	1,263,083.68
Redhead Equipment Ltd	-	54,335.20
Riverside Electric Ltd	-	51,049.61

Rock Solid Trucking Ltd	-	74,947.31
Rocky Mountain Phoenix	10,752.30	15,338.82
Saskatchewan Abilities Council	57,921.00	171,351.89
Saskatchewan Public Safety Agency	-	35,175.00
SGI	-	65,167.68
Southern Star Trucking & Excavation Ltd	-	45,913.90
Southwest Cultural Development Group Inc	-	60,000.00
SUMA	-	21,482.09
Superior North America Inc	-	18,624.39
Swift Current Diesel	-	13,319.96
Swift Current Lions Club	-	12,000.00
Tacel Ltd	10,039.05	10,039.05
Tourism Swift Current	-	60,500.00
Triways Disposal Services	108,578.79	328,770.64
Uline Canada	-	13,644.93
United Paving (1983) Ltd	-	62,698.79
United Rentals of Canada	32,766.92	32,766.92
Valmont West Coast Engineering	29,004.30	119,061.75
Vertex Inc	-	11,820.39
Vigiliant Consulting Services	125,184.22	197,017.08
Wastequip (Toter LLC)	-	55,783.52
Wheatland Machine Shop	-	53,191.33
Wiebe Contracting	-	32,961.12
Windscape Kite Club	25,000.00	25,000.00
Y & K Cleaning Ltd		30,672.63
TOTAL	\$ 1,557,277.49	\$ 13,078,371.13

RECOMMENDATION:

I recommend that \$1,557,277.49 in disbursements be approved.

REPORT PREPARED BY:

Lisa Hagen, Accounts Payable Supervisor

SIGNATURE: Line las

I concur with the recommendation

April 16, 2024

TO:

Council

FROM:

Kari Cobler, General Manager of Corporate Services

RE:

Accounts

Enclosed are the General Revenue Fund Disbursements for the period Apr 4 - 16, 2024

25.1	Current	Year to Date
Regular Accounts	772,805.95	2,037,236.61
Payroll Benefits	321,393.40	2,905,842.36
School Payments (Holy Trinity RCSSD #22)	7,083.34	122,038.77
School Payments (Minister of Finance)	23,502.51	514,143.54
Sask Power - (Energy Purchase)	1,266,114.60	5,192,786.17
Sask Power	-	14,751.42
SaskEnergy	74,971.42	320,320.40
SaskTel	22,331.01	63,855.12
General Contractors:		
Aevitas Inc	-	20,901.12
Arboriculture Canada Training	-	11,457.34
B & A Petroleum	-	136,071.64
Brandt Tractor Ltd	-	25,251.40
C & D Machine & Welding	10,090.41	14,687.58
Chemtrade West Ltd	-	71,497.48
Chinook Regional Library	-	227,881.50
Cleartech Industries	-	21,547.00
CloudPermit Inc	=	21,090.00
Dayforce (Ceridian)	58,771.28	70,289.22
Delco Automation Inc	-	76,717.65
Eecol Electric Ltd	-	52,625.40
Flaman Sales	-	12,225.15
Flocor Inc	-	29,239.91
FP Teleset Francotyp	-	73,500.00
GFL Environmental Inc	-	209,410.27
Gordon Ralph Tams	-	23,463.11
Hach Sales & Service Canada	11,498.43	26,754.52
Integrity Electrical Services	-	17,908.71
KK Golf Management Inc	-	16,486.02
Knudsen Excavating	-	47,126.63
Lee's Tree Care & Landscaping	-	46,392.50
Leeville Contruction Ltd	-	127,079.19
Len's Plumbing & Heating	16,502.73	43,232.28
Mid Continental Pump Supply	33,300.00	33,300.00
Onactuate Consulting Inc	•	16,305.91
Paradise Pools	-	16,644.45
Pioneer Co-op	62,808.05	75,497.75

PTI Utility Supply Ltd	-	65,404.55
RCMP	-	1,263,083.68
Redhead Equipment Ltd	-	54,599.47
Riverside Electric Ltd	-	60,218.13
Rock Solid Trucking Ltd	-	75,344.21
Rocky Mountain Phoenix	-	19,101.72
Saskatchewan Abilities Council	-	171,351.89
Saskatchewan Public Safety Agency	-	35,175.00
SGI	-	65,167.68
Southern Star Trucking & Excavation Ltd	-	52,633.90
Southwest Cultural Development Group Inc	-	60,000.00
SUMA	-	21,525.17
Superior North America Inc	-	18,624.39
Swift Current Diesel	-	13,319.96
Swift Current Lions Club	-	12,000.00
Tacel Ltd	-	10,039.05
Tourism Swift Current	-	60,791.90
Triways Disposal Services	-	328,770.64
Uline Canada	-	13,644.93
United Paving (1983) Ltd	-	63,725.54
United Rentals of Canada	-	32,766.92
Valmont West Coast Engineering	-	119,061.75
Vertex Inc	-	11,820.39
Vigiliant Consulting Services	-	197,017.08
Wastequip (Toter LLC)	-	55,783.52
Wheatland Machine Shop	-	54,380.92
Wiebe Contracting	-	32,961.12
Windscape Kite Club	& -	25,000.00
Y & K Cleaning Ltd	10,224.21	40,896.84
TOTAL	\$ 2,691,397.34	\$ 15,769,768.47

RECOMMENDATION:

I recommend that \$2,691,397.34 in disbursements be approved.

REPORT PREPARED BY:

Lisa Hagen, Accounts Payable Supervisor

SIGNATURE: Was Har

I concur with the recommendation



City of Swift Current

C.A.O. Report

Date:

April 1, 2024

To:

Council

From:

Chief Administrative Officer

Subject:

Transfer of Land to the Society for the Prevention of Cruelty to Animals

BACKGROUND

The Society for the Prevention of Cruelty to Animals ("SPCA") is a non-profit organization and advocacy group developed for the purpose of promoting the humane treatment of animals and to assist in finding responsible, caring, life-long homes for lost, abandoned or unwanted pets.

The City of Swift Current entered into a lease agreement with the SPCA Swift Current on April 12th, 1990, for the purpose of constructing and operating a humane animal shelter and pound on City property, located at Block 1, Plan No 79SC05303 in the McIntyre Industrial Park. A condition of this agreement was that the SPCA construct and operate the City pound on the property, which has been utilized by the City for this service since the SPCA's establishment of this location.

In August of 2022, the City entered into a subsequent lease for the sum of one (\$1) dollar per year for a 30-year term, which expires in 2052.

DISCUSSION

David Zammit, Swift Current SPCA Board Member, and Joan Wolf, Campaign Manager, attended the Governance and Priorities Committee meeting on November 22nd, 2023, to provide a presentation regarding the development of a larger facility, which would include a crematorium, boarding services, and vet clinic. The presentation included a request for Council to consider transferring the current leased land to the Swift Current SPCA, assist in the demolition of the existing building once the new development has been completed, and support for the application for a crematorium.

As the necessity for animal services has increased, including the need for additional capacity, it has become apparent that the current facility requires numerous updates to ensure that it complies with updated building codes and can provide the best standard of care to the animals it shelters.

The current lease location of the SPCA has been owned by the City since 1958 and has a zero-dollar value in the asset register. It is located in a M1 – Light Industrial District which is designated for a range of industrial and manufacturing uses and permits humane animal shelters as a discretionary use. Given the size and location of the property, it is not considered saleable land or a desirable area for other development within the City.

Transfer of the property would allow for the SPCA to expand its current facility, apply for grant funding, and provide the potential for future financing options. Any transfer of the property would be contingent on the SPCA entering into an agreement for continued operation of the City pound.

RECOMMENDATION

THAT Notice of Motion be given at this time advising the public of Council's intent to consider selling land described as Block 1, Plan No 79SC05303 to the Society for the Prevention of Cruelty to Animals Swift Current for less than market value.

Jin Jones, Chief Administrative Officer



City of Swift Current

C.A.O. Report

Date:

April 10, 2024

To:

Chief Administrative Officer

From:

Nicole Spenst, General Manager of Community Services

Subject:

Swift Current 57's Baseball Club Agreement

BACKGROUND

The City of Swift Current partners with many non-profit organizations with the desire to enhance and provide sport, culture and recreation opportunities for all levels of competition in our community.

The Swift Current 57's Baseball Club is a local not for profit organization that is operated by a dedicated volunteer Board of Directors whose sole purpose is growing the sport of baseball in Swift Current, the Southwest, and the Province of Saskatchewan.

The current agreement between the City of Swift Current and the Swift Current 57's Baseball Club has expired, and a new agreement is required.

DISCUSSION

Volunteers and fan support are essential to ensure the success of the Swift Current 57's Baseball Club in the Western Canadian Baseball League within the City. Maintaining the strong partnership between the City of Swift Current and the Swift Current 57's Baseball Club will encourage the continued involvement of the community, enthusiastic volunteers and fan base.

Community Services met with representatives of the Swift Current 57's Baseball Club to discuss the terms and conditions of a two-year (2) agreement for the lease of Mitchell Field that would come into effect immediately once signed.

The attached agreement outlines the terms, fee structures and partnership regarding facility operations for the use of Mitchell Field. For the purpose of the agreement, Mitchell Field shall mean and include the baseball diamond, concession, souvenir, admissions and beer booth, washroom buildings, bleachers, lights and clubhouse.

RECOMMENDATION

THAT City Council approves the attached two (2) year agreement between the City of Swift Current and the Swift Current 57's Baseball Club and that the Mayor and City Clerk be authorized to sign the agreement.

Nicole Spenst, General Manager of Community Services

CAO Recommendation:

I concur with the recommendation.

Jim Jones, CAO

THIS AGREEMENT made effective the	day of	, 2024.
BETWEEN:		

CITY OF SWIFT CURRENT

duly incorporated under the law of the Province of Saskatchewan

(Hereinafter called "the City")

~ and ~

SWIFT CURRENT 57'S BASEBALL CLUB INC.

duly incorporated under the law of the Province of Saskatchewan

(Hereinafter called "the Licensee")

MEMORANDUM OF AGREEMENT

WHEREAS the City is the owner of a baseball diamond located on 19th Avenue N.E., Swift Current, SK, legally described as Parcel B Plan No 65SC10530 – Surface Parcel #144599811 (hereinafter referred to as "**Mitchell Field**").

AND WHEREAS the Licensee is a Baseball Club organized to play baseball in the Western Major Baseball League.

AND WHEREAS the Licensee wishes to enter into an agreement to utilize Mitchell Field for a two (2) year term ending upon completion of the 2025 baseball season and the City is prepared to grant the Licensee a license to use Mitchell Field in accordance with the terms and conditions set out in this Agreement

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties mutually agree and covenant as follows:

1. PREMISES & TERM

- 1.1 For the purpose of this Agreement, Mitchell Field shall mean and include the baseball diamond, concession, souvenir, admissions booth, beer booth, washroom buildings, bleachers, lights and Clubhouse.
- 1.2 The Clubhouse shall mean the entire clubhouse building including the concession, office, dressing room, washrooms, storage areas and patio (referred to as the "Clubhouse").

- 1.3 This Agreement shall be for a term of two (2) years, commencing on the date hereof and ending August 31, 2025.
- 1.4 Any reference to the baseball season within this Agreement shall mean the months of May through August in each year.

2. PROPERTY USE AND IMPROVEMENTS

- 2.1 The City hereby permits and allows the Licensee to use and occupy Mitchell Field for the purpose of playing baseball games at such times as the Licensee shall schedule. It is agreed by the parties that as soon as practical the Licensee shall give the City written notice of the schedule established for its baseball games.
- 2.2 The parties agree that on game days the Licensee shall have the exclusive license and permission to use Mitchell Field for a period of time commencing three (3) hours before game time and continuing until one and one-half (1.5) hours after game time.
- 2.3 The Licensee shall also be licensed, permitted and allowed to use Mitchell Field for practice sessions and shall as soon as practical give the City written notice of its scheduled practice sessions. During practice sessions the Licensee shall have the exclusive license and permission to use Mitchell Field commencing one (1) hour before the scheduled practice and continuing until one (1) hour after the practice has completed.
- 2.4 The City reserves the right to schedule other groups and/or activities on Mitchell Field during those times that the Licensee is not scheduled to play ball games. The City will provide to the Licensee a facility booking schedule.
- 2.5 Music shall only be played two (2) hours prior to game time and ceasing immediately following the game. The City reserves the right to reduce the time that music will be played prior to game time.
- 2.6 The Licensee shall have written approval of the General Manager of Community Services for all advertising signs, banners; and for advertising on the score clock. No advertising will be permitted outside of the ball diamond facing 19th Avenue and/or MacDonald Crescent. The Licensee will purchase materials required for advertising, will pay actual cost of labor and material to install the signs.
- 2.7 The City hereby grants the Licensee the authority to construct and/or renovate the ball diamond provided that prior to any alterations or additions, the Licensee shall provide accurate drawings to the General Manager of Community Services of the City. Construction shall only commence after the City has approved the plans and drawings.

- 2.8 Mitchell Field and all improvements within the ballpark shall be considered leasehold improvements to the premises and shall not be removed without the express written consent of the City. In that event, the Licensee shall be responsible for all repairs and work to restore the premises to its condition of date.
- 2.9 Any operating/capital repairs for Mitchell Field or the Clubhouse must be requested March 15th of the year prior to the work being required in order to be budgeted and approved by Council.

3. CLUBHOUSE OPERATION AND MAINTENANCE

- 3.1 As per the Memorandum of Agreement on November 5th, 2018, with the Licensee, the City of Swift Current agrees to work in partnership with the Licensee to provide a proper Clubhouse.
- 3.2 The Licensee shall pay all charges for telephone and internet service and shall compensate the City for one-half of the utility accounts for the Clubhouse.
- 3.3 The Licensee shall keep the Clubhouse in good clean condition and in as good a condition as the licensee found the premises as per the standards of the Parks Manager, except for reasonable wear and tear. The Licensee shall supply and pay for cleaning and janitorial services required in the building.
- 3.4 The Licensee shall be responsible for the cost of any leasehold improvements including interior painting and decorating. These are approved in writing by the Parks Manager prior to any work being completed.
- 3.5 The Licensee shall promptly remove all refuse, garbage or other loose and objectionable material from the premises.
- 3.6 The Licensee agrees to comply with all municipal bylaws and directions of the medical health officer, fire chief, building inspector, or other municipal officers.
- 3.7 The Licensee shall be responsible for supplying and changing all light bulbs as required.
- 3.8 The Licensee shall provide all equipment and furniture required for the daily operation inside the Clubhouse.
- 3.9 The Licensee shall routinely assess and notify the City of any issues with the boilers, heaters, toilets in the Clubhouse.
- 3.10 The City shall be responsible for the annual operational checks of the Clubhouse and will be provided keys in order to maintain. Any requests for the power or water to be turned on or off by the Licensee are to come through the Parks Manager or Events and Program Manager.

4. GENERAL OPERATION AND MAINTENANCE

- 4.1 In consideration of the permit and license given by the City to the Licensee, the Licensee hereby agrees to attend to general maintenance of Mitchell Field, including the following:
 - a) maintenance of the ballpark including but not limited to; mowing, raking, batters boxes, pitcher's mound repair, lining of infield etc;
 - b) watering down of infield;
 - c) line trim (outside/inside fenced area); and
 - d) installation and removal of bases.
- 4.2 In addition to the general maintenance described in section 3.1 of this Agreement, during the baseball season the Licensee shall be responsible for the following:
 - a) litter control; inside the fenced area including the bleachers and buildings;
 - b) cleaning Dugouts;
 - c) maintaining Washrooms (open/close) and keeping the washroom facilities clean and respectable as per Public Health standards;
 - d) supply and maintenance of the sound system and controller for score clock. This includes the replacement of LED circuits for the score clock;
 - e) installation of Outfield Screens on or before the first game day of each baseball season, to restrict balls from hitting houses, and removal promptly following the final game of the season in each year. The cost of installation and removal will be shared between the parties; and
 - f) maintaining the Hitters Screen in center field in good condition including aesthetically as per the Parks Managers approval and replacing the hitters screen if deterioration occurs.
- 4.3 The Licensee shall not alter or store any supplies, equipment, and machinery without approval of proper regulatory agencies and written permission of the General Manager of Community Services.
- 4.4 The City shall provide a set of keys for the lights to the Licensee, which will be returned by the Licensee at the end of the season.
- 4.5 The Licensee shall pay \$256.00 plus G.S.T per game plus any percentage increase approved by City Council for all facility users for the 2025 ball season when the lights are utilized. The lights must be turned off by 11:00 pm each night.
- 4.6 During the term of this Agreement the City agrees to provide within its resources the following general maintenance and services:
 - a) fertilization once per year;
 - b) herbicide application once per year;
 - c) aeration (if time permits);
 - d) gopher control;

- e) minor construction repairs (within operating budget) includes fencing, dugout and irrigation repairs;
- f) supply quick couplers for watering infield; and
- g) pick up bagged garbage.
- 4.7 In addition to the general maintenance described in section 3.4 of this Agreement, during the baseball season the City shall:
 - a) replace lights on light standards upon request; and
 - b) supply all toiletries and garbage bags for the facility as needed.
- 4.8 If the City and Licensee agree that shale is necessary annually, the City and Licensee will share in the cost of providing 20 yards of shale to Mitchell Field. The City will determine the shale type, sourcing and delivery at its discretion.
- 4.9 All equipment and material storage facilities/buildings must be maintained to standards acceptable by the Parks Manager. The City reserves the right to maintain and repair these items and invoice the 57's for the costs.
- 4.10 The Licensee shall maintain the exclusive right to operate the two concessions during the term of this Agreement provided that it meets all requirements of regulatory agencies including but not limited to the Department of Public Health. The Licensee agrees to compensate the City for one-half of the utility accounts. The Licensee shall purchase beverage products from the City's Beverage Supply Company.

5. ASSIGNMENT

5.1 The Licensee shall not assign or sublet the use of Mitchell Field or the Clubhouse without the prior written consent of the General Manager of Community Services or his designate the Parks Manager.

6. DEFAULT

- 6.1 The Licensee covenants and agrees that if the Licensee fails to perform any of its obligations and responsibilities pursuant to this Agreement, the City shall give the Licensee written notice of such default.
- 6.2 If the Licensee fails to remedy the default within 10 days after receiving written notice then at the option of the City, this Agreement may be terminated

7. DISPUTE RESOLUTION

7.1 In the event that any matter shall be in dispute with respect to this Agreement, then such matter in dispute shall be resolved in the following manner:

- a) the parties shall first attempt to resolve the matters in dispute by way of good faith negotiation;
- b) if the matter in dispute cannot be resolved by the way of negotiation within thirty (30) days, the parties shall each appoint a single agreed upon mediator and shall take appropriate steps to resolve the matter in dispute by way of mediation. If no mediator can be agreed upon within 15 days, the parties may each select their own mediator and the parties respective mediators will name a third mediator; and
- c) if the matter in dispute cannot be resolved through the mediation process, then either party can refer the matter to arbitration and the arbitration shall be conducted pursuant to the provisions of *The Arbitration Act 1992* for the Province of Saskatchewan.

8. INTERPRETATION OF AGREEMENT

8.1 The parties agree that this Agreement is the result of negotiation between them and notwithstanding it's preparation, shall be deemed to have been drafted by them equally. In the event of a dispute between the parties regarding its interpretation, the contra proferentem rule shall be of no application.

9. INSURANCE & INDEMNITY

- 9.1 The Licensee shall be responsible for all damage done to Mitchell Field and to any fixtures, equipment, and installations contained thereon by the Licensee, its Servants, Agents, Employees, members of visiting baseball clubs, and/or patrons and invitees, other than damage which may be caused by ordinary wear and tear.
- 9.2 The Licensee shall indemnify and save harmless the City against and from any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever done by the Licensee, its servants, agents, and employees, and will further indemnify and save the City harmless from any and all claims arising from any act of negligence on the part of the Licensee, or any of its agents, contractors, servants, employees or licensees.
- 9.3 The Licensee shall have in effect at all times during the term of this Agreement Public Liability Insurance of a minimum amount of Five Million (\$5,000,000.00) Dollars, 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 the policy of that insurance each year.
- 9.4 The Licensee shall accept full and total responsibility for all damage caused to third parties during its use of the City's facilities. The said group shall save the City of Swift Current harmless from any claims for injury, theft and/or damage to persons or property arising out of the use of the City's facilities by that group.

9.5	The Licensee shall have in effect at all times a tenant insurance policy ensuring all
	contents owned by the 57's or under its control.

(the remainder of this page intentionally blank, signature page to follow)

Signature page for the agreement between The City of Swift Current and the Swift Current 57's Baseball Club.

SIGNED on behalf of the City this	day of, 20
CITY OF	SWIFT CURRENT
PER:	PER:
Mayor	City Clerk
SIGNED on behalf of the Swift Current 5	7's Baseball Club Inc. this day of
, 20	
SWIFT CURRENT 57	7's BASEBALL CLUB INC.
PER: POLICE STATE OF THE PER: POLICE STATE OF	PER: hickord.
BRAD WOOS	KKichmana
(please print name)	(please print name)



City of Swift Current

C.A.O. Report

Date:

April 10, 2024

To:

Chief Administrative Officer

From:

City Clerk

Subject:

Waiver of Noise Bylaw

BACKGROUND

Over the summer months the City of Swift Current is host to many popular events that create a positive spin-off within the business community and attract a large number of people each year.

In order to accommodate these events, organizers have requested that the City's Noise Control Bylaw No. 25 - 2017 be waived.

DISCUSSION

The following non-profit organizations host very successful events that significantly benefit our community:

- The Swift Current Stock Car Association have been long-time users of the facility at Kinetic Park to host racing events. Occasionally, dependent on the event, races may extend past 10:00 p.m. Event dates for 2024 include: May 25th, June 14th and 15th, July 19th and 20th, August 23rd and 24th, and September 20th and 21st, with potential rain day cancellation alternate dates to be determined;
- The committee for the Long Day's Night Music Festival and Windscape Kite Festival will be hosting their annual event June 20th to 23rd, 2024, in the open field on the southwest edge of the City (corner of 11th Avenue S.W. and Marston Street). This event features kite flying, children's carnival games, food trucks, and ends each evening with live music; and
- The Swift Current Agricultural and Exhibition Association will be hosting Frontier Days at Kinetic Park from June 26th to 29th, 2024. This event brings to our community four (4) days of fun with midway, food trucks, and Grandstand entertainment.

RECOMMENDATION

THAT City Council approves waiver of the City of Swift Current's Noise Control Bylaw No. 25 – 2017 to accommodate the Long Day's Night Music Festival events to be held from June 20th to June 23rd, 2024, inclusive.

AND

THAT City Council approves waiver of the City of Swift Current's Noise Control Bylaw No. 25 – 2017 to accommodate the Swift Current Stock Car events to be held within the scheduled dates from May 25th to September 21st, 2024.

AND

THAT City Council approves waiver of the City of Swift Current's Noise Control Bylaw No. 25 – 2017 to accommodate Frontier Days events to be held from June 26th to June 29th, 2024, inclusive.

Jackie Schlamp, City Clerk

CAO Recommendation:

I concur with the recommendation.

Jim Jones, CAO

TOURISM SWIFT CURRENT INC.

BOARD OF DIRECTORS MEETING

March 21, 2024 10:30am at Tourism Swift Current Office

Attendance:

AGENDA

- 1. Call to Order
- 2. Additions/Deletions to Agenda
- 3. Approval of Agenda
- 4. Adoption of February Meeting Minutes
- 5. Financial Statement
- 6. Correspondence
- 7. Business of the Day
 - a. CEO Report
 - i. Motions arising from report
 - b. Committee Reports
 - i. Finance/Audit Committee (Karen, Karla)
 - ii. Grand Opening Committee (Karla, Ashley, Tracey)
 - iii. Policy Review Committee (Ashley, Sherry, Karen)
 - c. Board Governance/Policy
 - i. Board Training update
 - ii. Lawyer update
 - iii. Policy Review Committee report above
 - iv. Space sharing update
 - d. Unfinished Business En Camera/Board of Directors?
- 8. New Business
 - a. AGM Package and Planning
- 9. Next Meeting
- 10. Adjournment

COMMUNITY POLICING REPORT

To: The Mayor City of Swift Current	From: N.C.O. In Charge Swift Current City Det.	Month of March 2024
		Date Prepared 2024-04-11
		Phone No. (306) 778-4870

OFFENCES REPORTED AND/OR COMMITTED IN COMMUNITY

VIOLATION	Mar/2024	Mar/2023	Mar/2022	YTD 2024	YTD 2023	YTD 2022
Fatal Motor Vehicle Accident	-	-				
Injury Motor Vehicle Accident	1	1	1	2	2	7
Reportable Vehicle Accident	5	10	13	19	30	40
Fail to Remain (Hit & Run)	7	9	5	17	24	20
Provincial Traffic Offence	175	160	231	500	353	621
Impaired Driving Offence	5	5	9	23	17	17
Liquor Act	7	2	2	11	9	12
Coroners Act	2	4	6	5	11	12
Mental Health Act	18	22	16	65	52	53
Other Criminal Code	35	37	18	77	105	85
Weapons Offence	1		6	1	4	8
Drug Enforcement	2	10	4	13	27	15
Sexual Offences	5	2		16	5	4
Robbery/Extortion/Harassment	5	17	20	24	35	38
Assault (excl. Sexual Assault)	21	11	16	53	32	37
Theft Under \$5,000	23	25	16	60	68	43
Theft Over \$5,000	3	5	1	10	15	5
Possession Stolen Property	1	1	2	11	5	5
Mischief	41	21	13	93	97	48
Fraud	16	8	4	38	18	35
Break & Enter - Business	1	1	1	4	2	1
Break & Enter - Residence	1	2	5	5	15	6
Break & Enter - Other	4	1		9	3	2
Arson					1	
Missing Person	4	3	1	6	9	4
Peace Bond		-		1		
Criminal Record Checks	149	130	128	376	299	332
Total Occurrences	441	422	385	1223	1190	1048

(E.M. GORDON), Staff Sergeant Detachment Commander

Swift Current City Detachment



Regular Meeting Agenda

Wednesday, April 17th, 2024

1:00 pm

I. Call to Order

ORGANIZATIONAL MEETING

- a. Election of Chairman & Vice-Chairman
- b. Set Regular Meeting Schedule
- c. Set Indemnity & Mileage Rates
- d. Appoint Signing Authorities

REGULAR MEETING

- II. Adoption of Agenda
- III. Approval of Minutes from last meeting
 - a) March 20th, 2024, Regular Meeting
- IV. Business Arising from Minutes
- V. Correspondence
 - a) none
- VI. Management Report
 - a) Accounts
 - b) Income Statement to April 16, 2024
 - c) CEO Report
- VII. New Business

VIII. Other

- a) Pioneer Manor Resident's Assoc. April 2024 Meeting Minutes
- IX. Adjournment



SWIFT CURRENT & DISTRICT CHAMBER OF COMMERCE BOARD MEETING AGENDA

Wednesday April 17, 2024 | 5:00pm

Chamber of Commerce Board Room or via TEAMS - Swift Current, SK.

1.	Approval of the Agenda	2 min.
2.	Approval of Minutes from the March 20, 2024 meeting	2 min.
3.	City of Swift Current update - Pat	5 min.
4.	R.M. of Swift Current #137 update – Butch	5 min.
5.	CEO Report	10 min.
	a. Report	
	b. Eddie LeMoine discussion – Funding request	
6.	EA Report	6 min.
	a. Report	
	b. OMG Funspiel – Request to move to a Saturday	
	c. Coffee with a Cop – Funding request	10 min.
7.	Finalize Committee Membership	5 min.
8.	Approve new members	2 min.
9.	New Business	5 min.
10.	Adjournment	6:00pm

^{*****}Next Chamber Board meeting May 15, 2024 – Chamber Boardroom or via TEAMS