

CITY OF MARTENSVILLE
COUNCIL MEETING 18-2014
TUESDAY – OCTOBER 7, 2014
MINUTES

PRESENT: , Deputy Mayor Tyson Chillog Councillors: Travis Wiebe, Jamie Martens, Darren MacDonald, Bob Blackwell, Terry Kostyna, City Manager Scott Blevins, Director of Infrastructure & Planning Joe Doxey, Director of Recreation & Community Services Dave Bosch, Director of Finance Lorraine Postma, Community Economic Development Manager Dillon Shewchuk

REGRETS: Mayor Kent Muench

LOCATION: Council Chambers, City Hall

RECORDING SECRETARY: City Clerk Carla Budnick

CALL TO ORDER: Deputy Mayor Tyson Chillog called the meeting to order at 5:00 P.M.

RES: #297/10072014(Wiebe/MacDonald)

AGENDA

“That we adopt the agenda dated October 7, 2014.”

CARRIED

RES: #298/10072014(Blackwell/MacDonald)

MINUTES – SEPTEMBER 16, 2014

“That we accept the minutes of the Regular Council Meeting No. 17-2014 dated September 16, 2014”

CARRIED

RES: #299/10072014(Kostyna/Martens)

EXPENDITURE APPROPRIATION

“That we authorize Expenditure Appropriation No. 18-2014, \$690,890.93 as attached hereto and forming part of the minutes.”

CARRIED

RES: #300/10072014(Blackwell/Wiebe)

LEASE AGREEMENT

“That we authorize the Mayor and City Manager to sign the Lease Agreement between the Board of Education of the Prairie Spirit School Division No. 206 of Saskatchewan and the City of Martensville, as attached to and forming parts of these minutes.”

CARRIED

CITY OF MARTENSVILLE
COUNCIL MEETING 18-2014
TUESDAY – OCTOBER 7, 2014
MINUTES

RES: #301/10072014(Blackwell/MacDonald)

FACILITIES JOINT USE AGREEMENT

“That we authorize the Mayor and City Manager to sign the Facilities Joint Use Agreement between Prairie Spirit School Division and the City of Martensville, as attached to and forming parts of these minutes.”

CARRIED

RES: #302/10072014(Wiebe/Kostyna)

2015 REGULAR COUNCIL MEETING DATES

“That we approve the following meeting dates for Regular Council Meetings and further that the Regular Council Meetings begin at 5:00 p.m.”

Tuesday, January 20, 2015

Tuesday, February 17, 2015

Tuesday, March 3, 2015

Tuesday, March 17, 2015

Tuesday, April 7, 2015

Tuesday, April 21, 2015

Tuesday, May 5, 2015

Tuesday, May 19, 2015

Tuesday, June 2, 2015

Tuesday, June 16, 2015

Tuesday, July 21, 2015

Tuesday, August 18, 2015

Tuesday, September 1, 2015

Tuesday, September 15, 2015

Tuesday, October 6, 2015

Tuesday, October 20, 2015

Tuesday, November 3, 2015

Tuesday, November 17, 2015

Tuesday, December 15 2015

CARRIED

CITY OF MARTENSVILLE
COUNCIL MEETING 18-2014
TUESDAY – OCTOBER 7, 2014
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RES: #303/10072014(MacDonald/Martens)

2015 REGULAR COMMITTEE OF THE WHOLE MEETING DATES

“That we approve the following meeting dates, as amended for the Committee of the Whole Meetings and further that the Committee of the Whole Meetings begin at 5:00 p.m.”

Tuesday, January 13, 2015
Tuesday, February 10, 2015
Tuesday, March 10, 2015
Tuesday, April 14, 2015
Tuesday, May 12, 2015
Tuesday, June 9, 2015
Tuesday, July 14, 2015
Tuesday, August 11, 2015
Tuesday, September 8, 2015
Tuesday, October 13, 2015
Tuesday ~~Monday~~, November 10, 2015
Tuesday, December 8, 2015

CARRIED

RES: #304/10072014(MacDonald/Kostyna)

LIST OF LANDS WITH ARREARS OF TAXES

“That we accept the List of Lands with Arrears of Taxes as attached to and forming part of these minutes.”

CARRIED

RES: #305/10072014(Blackwell/Wiebe)

MEDICAL RECRUITMENT INCENTIVE AGREEMENT

“That we authorize the Mayor and City Manager to sign the Medical Recruitment Incentive Agreement between Dr. Allison Adamus Medical Professional Corporation and the City of Martensville, as attached to and forming parts of these minutes.”

CARRIED

Deputy Mayor Chillog publicly welcomed Dr. Adamus to the City of Martensville.

CITY OF MARTENSVILLE
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DISCUSSION ITEMS

A) Landscaping Design for Lake Vista Water Reservoir & Lift Station

Deputy Mayor Chillog discussed the idea of having a landscaping design completed for the Water Reservoir and Lift Station in Lake Vista. It was noted that the location will be a main focal point for traffic and it would be a good idea to have the area landscaped properly. Director of Recreation and Community Services Dave Bosch was directed to get in contact with Catteral and Wright to discuss further.

RES: #306/10072014(Kostyna/MacDonald)

ADJOURN

“That we adjourn this meeting at 5:21 P.M.”

CARRIED

MAYOR

CITY CLERK

EXPENDITURE APPROPRIATION NO. 18-2014
October 7, 2014

CHQ	SUPPLIER	AMOUNT	CHQ	SUPPLIER	AMOUNT	CHQ	SUPPLIER	AMOUNT
26769	QUIRING, KRISTIN	\$ 720.14	26843	MARTENSVILLE MESSENGER	\$ 1,575.00	00000-0476	SASKTEL	\$ 3,171.49
26770	ALTUS GROUP LTD	\$ 100.00	26844	MARTENSVILLE PLUMBING	\$ 11.82	00000-0477	CUETS FINANCIAL PAYMENTS	\$ 418.75
26771	ANDREAS, KOMAR	\$ 105.00	26845	MARTENSVILLE SUPER VALU	\$ 274.48			
26772	aodbt Architecture + Interior	\$ 7,746.83	26846	MATHISON, KRISTEN	\$ 105.00			TOTAL \$ 496,675.12
26773	AON REED STEN HOUSE INC	\$ 101,590.00	26847	MCGILL'S INDUSTRIAL	\$ 1,739.68			
26774	APPLIED INDUSTRIALTECHNOLOGIES	\$ 49.83	26848	MD AMBULANCE CARE LTD	\$ 958.29			
26775	ASL PAVING LTD	\$ 2,770.75	26849	MEPP	\$ 13,971.06			
26776	AYOTTE PLUMBING HEATING	\$ 4,571.96	26850	MOODY'S EQUIPMENT LTD	\$ 53.65			
26777	BAZAAR & NOVELTY	\$ 83.60	26851	MORPHY, LORI	\$ 120.00			
26778	BENOIT, CRYSTAL	\$ 175.00	26852	NATIONAL REFRIGERATION	\$ 294.79			
26779	BLEVINS, SCOTT	\$ 75.00	26853	NEW HORIZONS CENTRE	\$ 150.00			
26780	BOSCH, DAVID	\$ 99.19	26854	NORTHEAST WASTE MANAGEMENT	\$ 1,732.50			
26781	BOSCH, VAL	\$ 300.00	26855	PARAMOUNT PARTS	\$ 2,317.80			
26782	BRAD'S TOWING LTD.	\$ 893.04	26856	PENTON, AMANDA	\$ 125.00			
26783	BRIDGE CITY SPEEDWAY INC	\$ 500.00	26857	PERRON, PAUL	\$ 60.00			
26784	BROOMAN, DEAN	\$ 35.00	26858	PINNACLE DISTRIBUTIONS INC	\$ 1,147.31			
26785	BUDNICK, CARLA	\$ 106.25	26859	PITNEY BOWES - LEASE	\$ 1,325.77			
26786	CAMPBELL, CRYSTAL	\$ 75.00	26860	PLANETCLEAN	\$ 226.26			
26787	CANWEST PROPANE PARTNERSHIP	\$ 315.00	26861	PRAIRIE MOBILE COMMUNICATIONS	\$ 1,746.42			
26788	CATTERALL & WRIGHT LTD	\$ 13,125.78	26862	PRINCESS AUTO LTD	\$ 1,070.44			
26789	CENTURY LLC	\$ 219.90	26863	PUBLIC HEALTH SERVICES	\$ 5,035.00			
26790	CEY, ANNE-MARIE	\$ 240.00	26864	REDHEAD EQUIPMENT LTD	\$ 377.76			
26791	CORIX WATER PRODUCTS LP	\$ 1,226.49	26865	REEDER, MELANIE	\$ 100.00			
26792	COUNTRY ASPHALT-KEREKES S LES	\$ 504.00	26866	RJ'S EXCAVATING INC.	\$ 330.75			
26793	CRELLIN, KAREN	\$ 125.00	26867	ROBINSON, BRENT	\$ 45.00			
26794	CROFT AGGREGATES LTD	\$ 2,572.59	26868	ROCKY MOUNTAIN PHOENIX	\$ 1,522.68			
26795	CROWE, DONALD	\$ 670.00	26869	ROMANOW, BRUCE	\$ 990.00			
26796	D & M FIRE SAFETY SYSTEMS	\$ 115.50	26870	RUSSELL FOOD EQUIPMENT	\$ 3,036.00			
26797	D.G.BURFITT CONSULTING INC	\$ 210.00	26871	SABISTON, GREG	\$ 1,280.00			
26798	DEAN, BRANDI	\$ 105.00	26872	SASKATCHEWAN KARATE ASSOC	\$ 25.00			
26799	DECORBY, KAYLA	\$ 25.00	26873	SASKATCHEWAN RESEARCH COUNCIL	\$ 1,741.70			
26800	DESJARDIN CARD SERVICES	\$ 33.64	26874	SASKATOON PORTABLE SIGNS	\$ 84.00			
26801	DIVERSIFIED ELECTRIC LTD	\$ 557.50	26875	SCOREY, EMMA	\$ 30.00			
26802	DYCK, KURTIS	\$ 79.79	26876	SCOTIA BANK STRATFORD ON	\$ 2,161.82			
26803	EASTSIDE PAINT & WALLPAPER INC	\$ 138.50	26877	SEAN CARTER	\$ 197.00			
26804	ED GERANSKY	\$ 294.00	26878	SHARP, BARBARA	\$ 70.00			
26805	EECOL ELECTRIC (SASK) INC	\$ 132.34	26879	SHERMCO INDUSTRIES INC	\$ 603.75			
26806	ENS, CORALEA	\$ 180.00	26880	SHEWCHUK, DILLON	\$ 200.30			
26807	ENVIROWAY DETERGENT MFG.	\$ 976.80	26881	SPRA SASKY PARK & RECREATION AS	\$ 250.00			
26808	EXPERT LOCKSMITHS LTD	\$ 172.65	26882	STAR PHOENIX Postmedia Payment	\$ 150.19			
26809	EYRE, JAYCEE	\$ 25.00	26883	STONE TEMPLE DECORATIVE CONCRETE	\$ 5,145.00			
26810	FAST, ANGELA	\$ 107.08	26884	SUMA	\$ 2,570.92			
26811	FASTPRINT	\$ 1,016.57	26885	SUMA (INSURANCE)	\$ 14,895.94			
26812	FER-MARC EQUIPMENT LTD	\$ 354.20	26886	SWIMMING POOLS BY PLEASUREWAY	\$ 751.94			
26813	FRIESE, JANICE	\$ 31.08	26887	T & E CONTRACTING INC	\$ 2,520.00			
26814	FRIESEN, KERRI	\$ 180.00	26888	TCR TRANS CARE RESCUE	\$ 1,001.65			
26815	GABRIEL CONSTRUCTION LTD	\$ 114,820.56	26889	TD CANADA TRUST	\$ 299.49			
26816	GAWLUK, ANITA	\$ 41.25	26890	TECHNICAL SAFETY AUTHORITY	\$ 390.00			
26817	GILLECTRIC CONTRACTING LTD	\$ 3,226.21	26891	THE RENT-IT STORE & TOOL SUPPLY	\$ 109.95			
26818	GOERTZEN, CHARLOTTE	\$ 320.00	26892	THEODORE'S BAKERY	\$ 17.20			
26819	GRAYCON GROUP LTD	\$ 1,248.50	26893	TOSHIBA BUSINESS SOLUTIONS	\$ 19.09			
26820	GREGG DISTRIBUTORS CO	\$ 2,028.68	26894	TR PETROLEUM MARTENSVILLE INC.	\$ 2,418.91			
26821	GYMNASTICS SASKATCHEWAN	\$ 450.00	26895	TRUCKLINE PARTS & SERVICE	\$ 89.71			
26822	HAGEL, MICHELLE	\$ 105.00	26896	UPSTART ENTERPRISES INC.	\$ 12,694.50			
26823	HAMM, JENN	\$ 30.00	26897	VADIM COMPUTER MANAGEMENT	\$ 1,155.02			
26824	HARMS, JACKIE	\$ 125.00	26898	VIRTUE CONSTRUCTION LTD.	\$ 9,004.22			
26825	HBI OFFICE PLUS INC.	\$ 594.49	26899	WALL, ALISON	\$ 100.00			
26826	HECK, DAWN	\$ 125.00	26900	WARNES, MICHELLE	\$ 130.00			
26827	HETTERLY, TERRI	\$ 80.00	26901	WEBB SURVEYS	\$ 472.50			
26828	FLYNN, T	\$ 262.50	26902	WEED MAN	\$ 2,835.00			
26829	MARK'S WORK WEARHOUSE	\$ 197.99	26903	WESTERN FITNESS EQUIPMENT LTD.	\$ 2,425.50			
26830	INTERSTATE BATTERY	\$ 33.65	26904	WHITROW, RACHELLE	\$ 250.00			
26831	IRON MOUNTAIN	\$ 56.91	26905	WIEBE, CYNTHIA	\$ 175.00			
26832	JENSON PUBLISHING	\$ 2,856.42	26906	WMCZ LAWYERS	\$ 6,632.14			
26833	JOHN BROOKS COMPANY LTD	\$ 1,262.34	26907	WOLSELEY CANADA	\$ 1,956.50			
26834	KALLSTROM, LILA	\$ 40.00	26908	WOW FACTOR MEDIA	\$ 25,696.00			
26835	KEVIN ENNS	\$ 441.00	26909	XEROX CANADA LTD.	\$ 454.76			
26836	KIRK, VAL	\$ 140.00	26910	ZWAAN, JANET	\$ 125.00			
26837	KRAMER RENTS - THE CAT RENTAL	\$ 2,075.66	00000-04	CUETS FINANCIAL	\$ 1,789.77			
26838	LAFARGE CANADA INC	\$ 1,320.00	00000-04	CUETS FINANCIAL	\$ 840.00			
26839	LEANNE NYIRFA COMMUNICATIONS	\$ 2,856.00	00000-04	CUETS FINANCIAL PAYMENT PROCESS	\$ 400.40			
26840	LINDA'S PRINTING PLACE	\$ 106.13	00000-04	SASK ENERGY CORPORATION	\$ 5,724.94			
26841	MARTENSVILLE BUILDING	\$ 7.83	00000-04	RECEIVER GENERAL	\$ 26,440.01			
26842	MARTENSVILLE EQUIPMENT REPAIR	\$ 110.55	00000-04	SASK POWER CORPORATION	\$ 37,625.93			

PAYROLL
PP#19

DEPARTMENT	AMOUNT
General Government	\$ 14,316.01
Protective Services	\$ 1,145.82
Planning Development	\$ 4,652.72
Recreation & Community Services	\$ 24,330.76
Transportation Services	\$ 10,931.06
Water & Sewer	\$ 9,977.64
Council	\$ 8,505.92
TOTAL	\$ 73,859.93

PAYROLL
PP#20

DEPARTMENT	AMOUNT
General Government	\$ 17,389.75
Protective Services	\$ 18,569.52
Planning Development	\$ 7,868.96
Recreation & Community Services	\$ 37,770.75
Transportation Services	\$ 21,006.88
Water & Sewer	\$ 17,750.02
TOTAL	\$ 120,355.88
EXPENDITURE GRAND TOTAL	\$ 690,890.93

JOINT USE AGREEMENT

BETWEEN: MARTENSVILLE RECREATION/COMMUNITY SERVICES
C/O THE CITY OF MARTENSVILLE
an urban municipality incorporated pursuant to
The Urban Municipalities Act of Saskatchewan
(hereinafter referred to as the “Department”)

AND: PRAIRIE SPIRIT SCHOOL DIVISION
a school division incorporated pursuant to the
Education Act, 1995 of Saskatchewan
(hereinafter referred to as “Martensville Schools”)

This agreement is intended to outline the understandings of the partnership, belief statement, and the shared principles and values of the above parties.

Belief Statement:

- We believe in working together in partnership to strengthen and improve our community.
- We believe that a community that works together in providing services affords more possibilities for community members.
- We believe that working as partners allows for innovative ideas about how our resources can be shared.
- We believe a strong partnership will provide guiding recommendations to officials and administrators in ways that will improve the creation of a stronger community.

Shared Principles and Values:

- We value open, honest communication whereby we direct questions to the source.
- We value respectful dialogue.
- We value working together in a manner that is interest-based and open-minded to future possibilities.
- We value working as a team and openly sharing of information between the school division and city.
- We value a partnership that enhances community opportunities.

The joint use facility agreement encourages the extensive and innovative community use of the Martensville Schools facilities and Department facilities. The Martensville Schools and Department partnership support the organization of community activities that support high quality education and contribute to life-long learning. Creative program service delivery and efficient utilization of public land and buildings will be enhanced through the partnership. The

partnership supports collaboration for new and/or additional sources of funds for financing building improvements and program delivery.

Whereas the Martensville Schools shall have access to the Department sports facilities (indoor and outdoor) during school hours and other hours subject to Department approval if no other parks and recreation function is taking place. The requirements of the Department and its programs shall take priority over requests from the Martensville Schools and other organizations.

Specific to the Martensville Athletic Pavilion (MAP): Martensville High School shall have exclusive access to the north court of the MAP from 6:00 am to 5:00 pm on weekdays.

Whereas the Department shall have access to Martensville School facilities (indoor and outdoor) with priority being given to school activities as required. The requirement of the Martensville Schools and its programs shall have priority over requests from the Department.

The Department and Martensville Schools hereby agree to the following:

1. Usage of Facilities

- a. Approval for types of activities carried out by the Department/Martensville Schools must be attained from Department/School administration prior to use of joint use facilities.
- b. All use of joint facilities must be booked through Department/Martensville School administration.
- c. Department/Martensville Schools Users' Agreement (Appendix A) must be completed prior to the activity.
- d. The Users' Agreement should be filled out and kept on file in the Department office and the School office.
- e. The facilities governed by this agreement are listed in Schedule A – Scope of Facilities.
- f. The Department is provided keys upon request for the Martensville Schools for the purpose of special events. These keys shall be held by and the responsibility of the Department and returned to the school following the special event.
- g. It is agreed that there will be no alcohol related functions booked by the Department in school facilities. The school and school grounds are smoke free.
- h. Gym equipment will generally not be part of the Joint Use Facility Agreement. Use of the equipment shall be determined through consultation between the school and Department administration (Director of Recreation/Community Services and/or Recreation Program Coordinator).
- i. In the event that there is a Department or school priority, each party will have priority for own activities when there is a scheduling conflict, with prior notification of seven days from either party. Emergencies will override the seven days. These conflicts will be discussed with the Department and School Administration.

2. Hours of Operation

Unless the Martensville Schools otherwise determine and adequate supervision is provided, a school facility may be available from 5:00 p.m. to 11:00 p.m. on weekdays.

On weekends and holidays, by special request – hours will be determined through consultation. On weekends and holidays if caretaking costs are required, the costs will be paid by the user with a maximum of three hours, unless otherwise determined. Caretaking costs will be discussed and agreed upon jointly by both parties prior to the activity. If additional caretaking is incurred following an event, this will be negotiated in a collaborative manner.

During summer holidays, school facilities are shut down for summer cleaning and repair, therefore they are not accessible by the Department. Special consideration may be considered by School Administration.

Unless the Department otherwise determines and adequate supervision is provided, a City facility shall be available on weekdays, and on holidays and weekends by special request – determining appropriate hours.

3. Supervision

Supervision by both the Department and Martensville Schools shall be provided for any function in any facility. An adult must be named as the person responsible and in attendance. This list of adult supervisors must be on file at the appropriate School office and at the Department office.

Each school shall appoint a liaison person to coordinate activities with the Director of Recreation/Community Services and/or the Recreation Program Coordinator.

Permission to use a joint use facility implies assuming responsibility for its use. Groups using joint use facilities will be responsible for damage to or misuse of the building, its contents including equipment, when used.

The person in charge for the Department or Martensville Schools should have available the phone number of the head caretaker or another number to call should assistance be required for any reason.

For any function in progress after regular caretaking hours, it is the responsibility of the designated person in charge to maintain order and leave the facility in the same condition prior to its use.

- a) keep non-participants out of the facility
- b) keep people in the designated area of the schools only (hallways not being a designated area of activity)
- c) maintain good order and discipline
- d) ensure that proper footwear is worn

- e) check and tidy the washrooms/flush toilets
- f) clean up any garbage, dirt, or spills
- g) bag garbage and place it in the outside bin
- h) put chairs and equipment away
- i) make sure doors are shut and locked and make sure everyone is out of the building prior to the security system being activated
- j) shut off all lights
- k) lock all doors

4. Financial Implication

No rental or equipment use (when used) fee shall be payable by either the Department or the Martensville Schools.

If there are special requests, fees will be discussed and agreed upon by the Department and School Administration.

5. Communication

- a. Ongoing communication will occur between the Director of Recreation/Community Services and/or Recreation Program Coordinator and the Martensville Schools' administration.
- b. If and when communication conflicts arise, the Prairie Spirit Family of Schools Superintendent: Martensville Schools and the City of Martensville Town Administrator will be available for consultation and support.
- c. On or around June 15 of each year, it is agreed that representatives from both parties will meet to review the terms of the agreement, the scope of the facilities, and other items that are of interest to both parties.

CITY OF MARTENSVILLE

PRAIRIE SPIRIT SCHOOL DIVISION

Dated this ____ day of _____, 2014

Dated this ____ day of _____, 2014

Mayor

Director of Education

City Manager

Chair, Board of Education

Schedule A

Scope of Facilities

Prairie Spirit School Division

1. Valley Manor Elementary School and grounds
2. Venture Heights Elementary School and grounds
3. Martensville High School and grounds

City of Martensville

1. Martensville Sports Centre
2. Civic Center
3. North Ridge Centennial Community Centre
4. Chrome Dome Park
5. City Parks, Paths, and Waterways
6. Tennis courts and ball diamonds
7. Martensville Aquatic Center
8. Martensville Field House

Appendix A

Martensville Schools and City of Martensville Martensville Recreation/Community Services Department Agreement

USERS' AGREEMENT

I, _____, acting as a responsible adult for Martensville Schools/Department (circle) will be responsible for the following activity(ies) when my group uses the facility:

Area of facility and facility being used: _____.

I will:

- (1) see that I or another responsible adult is present and willing to be in charge of anyone in the building that is with our group
- (2) keep non-participants out of the building
- (3) use only the area(s) of the facility that have been applied for
- (4) keep people in the designated area of the facility only (hallways not being a designated area of activity)
- (5) maintain good order and discipline
- (6) ensure that proper footwear is worn
- (7) ensure I have the phone number of the head caretaker or another person to call should assistance be required
- (8) Leave the facility in the same condition prior to its use:
 - check and tidy the washrooms/flush toilets
 - clean up any garbage, dirt, or spills
 - bag garbage and place it in the outside bin
 - shut off all lights
 - put chairs and equipment away
 - make sure doors are shut and locked and make sure everyone is out of the building prior to the security system being activated

All of the above may or may not be applicable to your group, however, a general guideline when using a facility would be to leave the facility and contents in a better condition than before use.

Signature

Date

*See City of Martensville and Martensville Schools Joint Use Agreement

LEASE AGREEMENT

BETWEEN:

The Board of Education of the Prairie Spirit School Division No. 206 of Saskatchewan
(hereinafter referred to as "the Landlord")

AND

City of Martensville
(hereinafter referred to as "the Tenant")

- I. The parties agree that the Prairie Spirit School Division shall lease the lands described as follows from the Landlord:

As per attached sketch

(hereinafter referred to as "the Premises")

- II. The terms of the lease shall be as follows:

1. The Tenant shall pay the monthly/yearly rental of \$1 to the Landlord by April 1st of each year.
2. The lease shall run from June 1, 2013 until May 30, 2043, unless terminated earlier in accordance with the terms of this Lease Agreement.
3. The Tenant shall:
 - (a) use and occupy the leased premises throughout the term in a fair and reasonable manner and solely for the following or related purposes:
 - (i) development and maintenance of a field house
 - (ii) development and maintenance of a parking lot
 - (b) be responsible for maintenance of the entire leased area, as per the attached site plan.
 - (i) The Landlord and the Tenant will share the cost (50/50) of maintaining the parking lot, as per the attached site plan. The Tenant is to submit an annual record of maintenance costs for the parking lot to the Landlord and invoice the Landlord for 50% of the costs.
 - (ii) Note - The original cost to construct the parking lot was shared equally by the Landlord and the Tenant.
 - (c) at all times during the term of the lease, keep the grounds in a clean and sanitary condition and in good repair and proper working order.
 - (d) not commit or suffer or permit to be committed any kind of nuisance or offensive acts or misconduct in or about the leased premises.

- (e) not during the Term, bring upon the leased premises any equipment, machinery or other article which may be so heavy as to damage the premises, without having first obtained consent in writing from the Landlord, which consent if given shall be subject to such conditions, directions, and stipulations as the Landlord shall see fit to impose, and any damage done to the leased premises by reason of the taking in, installation, or removal of such equipment, machinery, or other article during the time it or they are in the leased premises, shall be made good and paid for by the Tenant.
 - (f) not do, or permit to be done, upon the leased premises, anything which may make void or voidable any insurance against fire or other risk or casualty usually insured against or which may cause any additional or increased premium to be payable for such insurance. If additional or increased insurance premiums become payable by reason of the Tenant failing to comply with this subsection, the Tenant will pay to the Landlord the amount of such increase in insurance premiums.
 - (g) all signage and naming of the land will be approved by the Landlord prior.
4. (a) The Tenant shall be responsible for any insurance on the property or the property of others stored on the premises and shall maintain general liability insurance coverage to the minimum amount of \$10,000,000.
- (b) The Landlord shall not be liable or in any way responsible to the Tenant in respect of any injury, loss, or damage to persons or property occurring on the premises to the Tenant or any other person however caused, except to the extent of the Landlord's actual insurance recoveries in respect thereto.
- (c) The Tenant shall protect, indemnify, and hold the Landlord harmless from and against any and all loss and all claims and expenses in connection with any loss or damage to person or property arising out of the use of the premises by the Tenant or any third party.
5. If the Tenant shall fail to perform any of the covenants or obligations of the Tenant under this Lease, the Landlord may give to the Tenant written notice of such default and if the Tenant shall fail to commence to remedy the default within 15 days after giving of such written notice or such other length of time as the Landlord may agree in writing and thereafter proceed with and complete the remedying of such default with due diligence, the Landlord may from time to time, in its discretion, acting reasonably take such action as is reasonably necessary to remedy such default. All expenses incurred and expenditures made by the Landlord acting under this subsection to remedy such default shall be paid by the Tenant within 30 days after demand for payment by the Landlord.
6. Prior to or upon the termination of this Lease, the Tenant shall be entitled to remove any machinery, equipment, furnishings, and Tenant's fixtures installed by it, making good any damage occasioned to the leased premises by reason of such removal.
7. Time shall be of the essence of this agreement.
8. This agreement is binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

9. The Tenant shall not sublet the premises without the express written consent of the Landlord.
10. Any alterations to be made to the premises by the Tenant must meet the following conditions:
 - (a) all alterations must be discussed with and approved by Director/designate and Board of Education Subdivision Trustee prior to being installed.
 - (b) in the event that title to the land is not transferred to the Tenant, the Tenant shall, after the date of termination of the Lease and within 30 days of receiving written notice from the Board, at the sole expense of the Tenant:
 - (i) entirely remove all buildings, equipment and alterations from the site;
 - (ii) remove all debris and materials resulting from the removal of the equipment and alterations from the site;
 - (iii) level the site leaving the land at the site level with the original grade of the land.
11.
 - (a) Sale or transfer of the Premises under any circumstances shall be subject to approval by the Minister of Education as provided for in *The Education Act, 1995*.
 - (b) In the event that the Board shall close Martensville High School and determines to sell the Premises, the Board shall within 90 days of the date of the school closure, provide an offer in writing to sell the Premises to the City.
 - (i) Conditions for the sale of the property shall include:
 - A. the City shall pay all expenses including legal fees and land titles fees for the transfer including preparation and registration of documents and survey if required; and
 - B. the City shall be responsible for all expenses related to the condition of the property including, but not limited to, demolition costs and environmental assessments.
 - (ii) The price at which the Premises will be offered to the City will be as mutually agreed between the parties, provided however, that in the event a price cannot be agreed upon by the Parties:
 - A. three appraisers, one of whom is chosen by each Party, and the third by the two appraisers so chosen, shall determine the appraised value of the Premises; and
 - B. the sale price shall be equal to the appraised value of the Premises.
 - (c) If the City does not accept the written offer made by the Board within 60 days of the receipt of the offer, the Board shall be free to sell the Premises to any other party.
12.
 - (a) In the event the Board should at any time receive a bona fide offer to purchase the Premises which the Board is prepared to accept, then the Board shall offer to sell the Premises to the City, upon the same terms as contained in the said bona fide offer to purchase.
 - (b) If the City does not accept the written offer made by the Board within 60 days of the receipt

of the offer, the Board shall be free to sell the Premises to any other party.

13. (a) The Parties shall appoint an Operational Committee which shall be made up of:
 - (i) City of Martensville Director of Community Services; and
 - (ii) Prairie Spirit School Division Designate.
 - (b) The responsibilities of the Operational Committee are as follows:
 - (i) to administer the daily facility operations and usage of the Premises; and
 - (ii) to bring forward any operational issues that arises to the Parties.
14. This agreement may be terminated:
 - (a) at any time by the written mutual agreement of both parties;
 - (b) upon transfer of title to the Premises to the City;
 - (c) upon sale of the Premises to a third party in accordance with the terms and conditions of this Agreement; or
 - (d) by the Landlord upon giving one year notice in writing to the tenant.

15. In the event of termination of this agreement, the Board shall retain all title, ownership, and interest in the Premises including all improvement provided, however the City shall retain the right to the option to purchase and right of first refusal granted pursuant to the terms of this Agreement until such time as the option to purchase or right of first refusal is exercised by the City or the parties agree otherwise in writing.

CITY OF MARTENSVILLE

PRAIRIE SPIRIT SCHOOL DIVISION

Dated this ____ day of _____, 2014

Dated this ____ day of _____, 2014

Mayor

Director of Education

City Manager

Chair, Board of Education



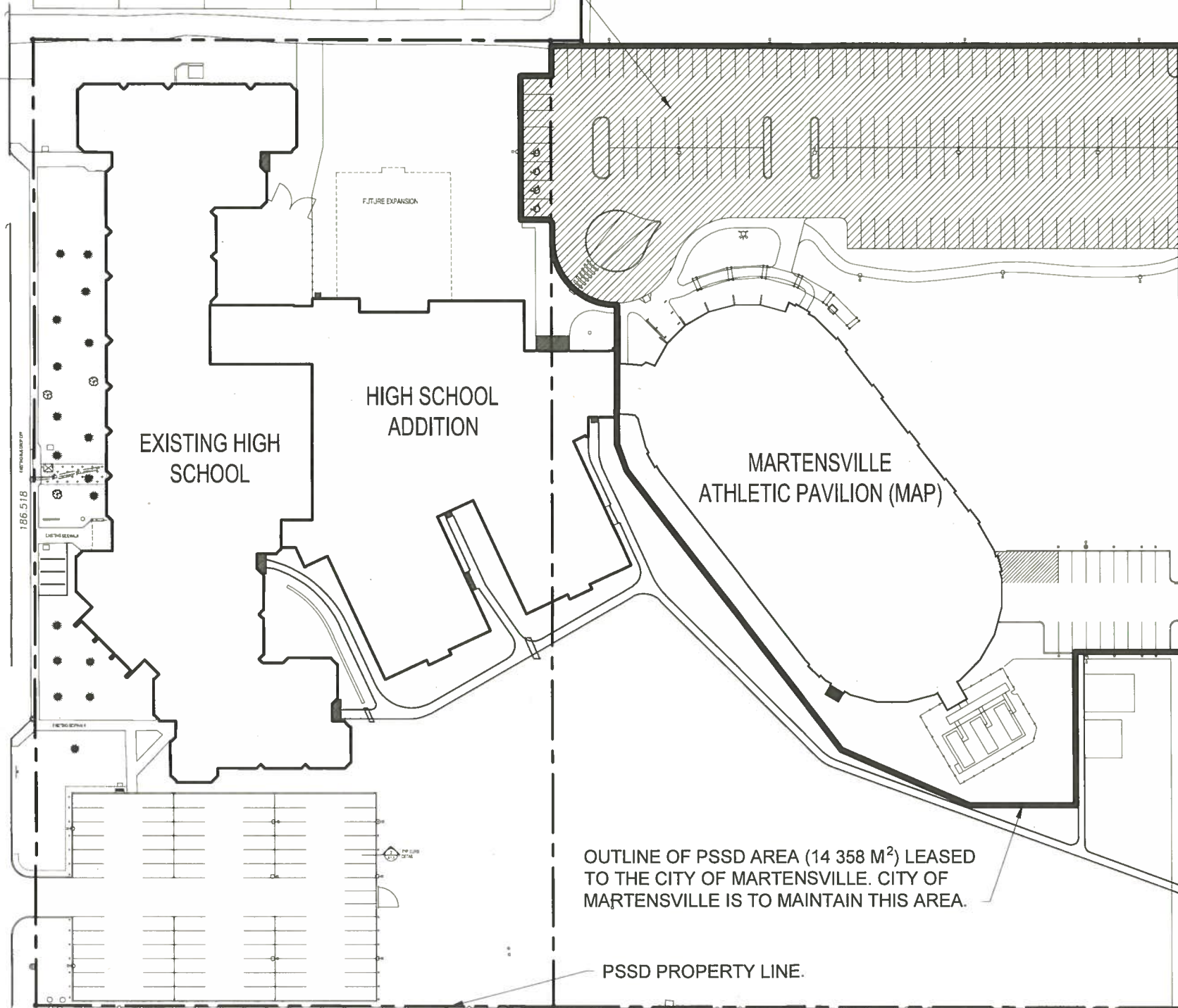
**PRAIRIE SPIRIT
SCHOOL DIVISION**

SHADED AREA DENOTES PARKING LOT AREA (4959 M²).
MAINTENANCE COSTS OF PARKING LOT AREA ARE TO BE
SHARED EQUALLY (50/50) BETWEEN THE CITY OF
MARTENSVILLE AND THE PRAIRIE SPIRIT SCHOOL DIVISION.

6TH AVENUE

6TH AVENUE

8th Avenue North



OUTLINE OF PSSD AREA (14 358 M²) LEASED
TO THE CITY OF MARTENSVILLE. CITY OF
MARTENSVILLE IS TO MAINTAIN THIS AREA.

PSSD PROPERTY LINE.

NO.	DESCRIPTION	DATE
1	ORIGINAL LEASE AGREEMENT	MAR 4/14

REVISIONS

DATE: MAR. 3, 2014

SCALE: 1:1000

DRAWN BY: M.C.

PROJECT
CITY OF MARTENSVILLE/
PRAIRIE SPIRIT SCHOOL
DIVISION

LEASED AREAS

SCHOOL
MARTENSVILLE HIGH

DWG. NO.:
A-1

FORM 1 (section 3)
LIST OF LAND IN ARREARS
 City of Martensville
 Province of Saskatchewan
 List of lands with arrears of taxes October 1, 2014
 Section 3(1) of *The Tax Enforcement Act*

Description of Property

<i>Roll#</i>	<i>Legal</i>	<i>Title #</i>	<i>Arrears</i>
485000150	Lot 8, Block 15, Plan 77S01805	139951446	5,230.08
485001950	Lot 12, Block 19 Plan 80S04334	143318190	7,396.59
485012450	Lot 1, Block 3, Plan 69S26133	127521985	10,656.26
485012600	Lot 2, Block 3, Plan 69S26133	127522065	8,449.20
485014850	Lot 43, Block 29, Plan 10195299	135753105	7,074.05
485028700	Lot 34, Block 19 Plan 86S35023	142423141	5,980.19
485048075	Lot 76, Block 38 Plan 101875192	131988246	7,859.13
485048625	Lot 45, Block 38, Plan 101852603	129426240	5,935.83
485049154	Unit 4, Plan 101310488	131899764	4,537.18
485053850	Lot 39, Block 38, Plan 101367985	139559103	6,659.34
485117450	Lot 97, Block 39, Plan 101923703	135996261	6,805.38
485117700	Lot 109, Block 39, Plan 101922757	139949702	5,055.23
485119675	Lot 10, Block 47, Plan 101923703	138094904	5,554.43
495005150	Lot 3, Block 4, Plan G928	107595704	4,879.42
495006822	Unit 22, Plan 87S27507	129523798	4,468.48
495007650	Lot 22, Block 5 Plan 101651330	141182412	4,550.57
495009050	Lot 21, Block 5, Plan 101651352	108667356	7,646.61
495011250	Lot 6, Block 6, Plan 60S13885	138360461	3,586.53
495020600	Lot 29, Block 8, Pan 78S39107	142798944	7,007.72
495032800	Lot 1, Block 17, Plan 63S16928	111927461	6,881.46
505011650	Lot 22, Block 2 Plan 60S06263	143835734	4,404.52
505014700	Lot 14, Block 4, Plan 67S00276	111928035	5,758.08
505027000	Lot 13, Block 9, Plan 67S00276	131059391	8,171.60
505049250	Lot 44, Block 13, Plan 98SA19137	111984240	6,532.13
505053650	Lot 55, Block 11, Plan 87S11537	138632553	6,995.89
505114100	Lot 23, Block 50, Plan 101877239	136942050	7,285.07
515009050	Lot 86, Block 13, Plan 101958284	138757483	7,610.75
515019023	Unit 23, Plan 101977982	140439393	5,088.49
515019030	Unit 30, Plan 101977982	139332966	5,256.83
515019037	Unit 37, Plan 101977982	139791044	4,559.69
515025500	Lot 51, Block 70, Plan 1011958284	142901074	5,165.34
515025850	Lot 58, Block 70, Plan 102030848	142901074	7,317.04
515110750	Lot 13, Block 57, Plan 101921600	141883601	2,248.61
515120050	Lot 60, Block 70, Plan 101987512	141090522	5,770.14
515120150	Lot 62, Block 70, Plan 101987512	137612404	5,472.56

Submitted to the head of council,
 This 7th day of October, 2014

 (Treasurer)

LOAN AGREEMENT

THIS AGREEMENT MADE THIS 2 DAY OF SEPTEMBER 2014,

BETWEEN:

City of Martensville, a municipal corporation pursuant to *The Cities Act*, S.S. 2002, c. C-11.1

(hereinafter called the "City")

AND:

Dr. Allison Adamus Medical Professional Corporation, a corporation incorporated pursuant to the provisions of *The Business Corporations Act*, R.S.S. 1978, c. B-10

(hereinafter called "Dr. Adamus MPC")

WHEREAS the City desires to have Dr. Adamus MPC establish and carry on the practice of medicine in the City of Martensville;

AND WHEREAS Dr. Adamus MPC desires to establish and carry on a medical practice in the City of Martensville;

AND WHEREAS Dr. Adamus MPC has requested assistance from the City in establishing and carrying on a medical practice in the City of Martensville;

AND WHEREAS the City desires to extend a loan and tax abatement to Dr. Adamus MPC to assist Dr. Adamus MPC in establishing and carrying on a medical practice in the City of Martensville;

NOW THEREFORE in consideration of the mutual covenants and agreements herein and subject to the following terms and conditions the parties agree as follows:

Article 1 - Medical Practice

- 1.1 Dr. Adamus MPC shall establish and carry on a medical practice in the City of Martensville, commencing November 15, 2014 (the "Medical Practice").
- 1.2 The Medical Practice shall provide medical services to the residents of the City of Martensville and surrounding area, including but not limited to the diagnosis, treatment, and prevention of disease, illness, injury and other health related matters for patients, including but not limited to, interviews, counselling, physical examinations and the provision of health or medical care, treatment or advice (the "Medical Services").

- 1.3 The Medical Practice shall operate from a medical clinic located at 521 and 531 Centennial Drive North, Martensville, Saskatchewan, with a legal description of Surface Parcel #154077161, Lot 6 Blk/Par 43 Plan No 101848619 and Surface Parcel #154077172, Lot 7 Blk/Par 43 Plan No 101848619 (the "Medical Clinic").

Article 2 – Loan

- 2.1 To assist Dr. Adamus MPC to establish and carry on the Medical Practice and, more particularly, to enable Dr. Adamus MPC to purchase the Medical Clinic, the City agrees to loan Dr. Adamus MPC \$200,000.00 (Two Hundred Thousand Dollars) ("the Loan").
- 2.2 To secure the re-payment of the Loan, Dr. Adamus MPC agrees to grant the City a mortgage to be registered against title to the Medical Clinic (the "Mortgage").
- 2.3 Dr. Adamus MPC agrees that the Mortgage shall be registered against title to the Medical Clinic subject only to the Affinity Credit Union's mortgage.
- 2.4 To further secure the re-payment of the Loan, Allison Adamus, director and shareholder in Dr. Adamus MPC, shall provide a personal guarantee to the City (the "Guarantee").

Article 3 – Payment of Loan

- 3.1 The City and Dr. Adamus MPC agree that:
 - (a) The Loan is due and payable in full by Dr. Adamus MPC on November 15, 2019 (the "Due Date");
 - (b) Until the Due Date, no interest shall accrue due on the Loan; and
 - (c) Upon and following the Due Date, interest shall accrue due on the Loan at the rate of 7% per annum, compounded annually, until the Loan is paid in full with interest by Dr. Adamus MPC.

Article 4 – Tax Abatement

- 4.1 To further assist Dr. Adamus MPC in establishing and carrying on the Medical Practice, the City agrees to provide an exemption for municipal property taxes with respect to the Medical Clinic (the "Tax Abatement"). In particular, the City agrees through the Tax Abatement to exempt the Medical Clinic from municipal property taxation for the years 2015, 2016, 2017, 2018 and 2019, on assessed:
 - (a) Land and any pre-existing buildings or improvements on the Medical Clinic;
 - (b) The improvements to the Medical Clinic as a result of expansion, specifically the expansion of the existing building; or

(c) The improvements to the Medical Clinic as a result of new construction.

4.2 It is acknowledged and understood by Dr. Adamus MPC that the Tax Abatement is an exemption from municipal property taxes applicable to the Medical Clinic and does not include an exemption from school taxes applicable to the Medical Clinic.

4.3 It is acknowledged and understood by Dr. Adamus MPC that the Province of Saskatchewan and its Saskatchewan Assessment Management Agency determines property and business assessment policy. The City shall not be liable for any monetary loss to Dr. Adamus MPC which may occur as a result of provincial legislation or policy changes outside the control of the City during the term of the Tax Abatement under this Agreement.

Article 5 – Physician Recruitment

5.1 Dr. Adamus MPC agrees to make its best efforts to recruit physicians to practice medicine at the Medical Clinic.

Article 6 – Default

6.1 Any of the following is an event of default under this Agreement by Dr. Adamus MPC:

- (a) Failing to use the Loan to purchase the Medical Clinic;
- (b) Failing to commence the Medical Practice at the Medical Clinic on or before November 15, 2014, unless the City has provided its prior written consent to a later commencement date;
- (c) Failing to provide Medical Services at the Medical Clinic for a period of 6 continuous weeks, unless the City has provided its prior written consent;
- (d) Failing to maintain its Practice Permit to carry on the practice of medicine with the College of Physicians and Surgeons of Saskatchewan (the “College”) or any other requirement of the College for Dr. Adamus MPC to practice medicine;
- (e) Failing to re-pay the Loan to the City on or before the Due Date;
- (f) Becoming bankrupt, insolvent or taking any steps to deal with Dr. Adamus MPC's creditors pursuant to the *Bankruptcy and Insolvency Act*;
- (g) A receiver or receiver-manager being appointed for Dr. Adamus MPC's business or property; or
- (h) A breach any of the terms of this Agreement.

Article 7 – Remedies on Default

- 7.1 Should Dr. Adamus MPC commit any event of default under this Agreement:
- (a) The Loan shall immediately become due and payable by Dr. Adamus MPC in full;
 - (b) The City may immediately enforce the Mortgage;
 - (c) The City may immediately enforce payment of the Guarantee;
 - (d) Interest at the rate of 7% per annum, compounded annually, will be applied to the Loan from the date of default;
 - (e) The City may immediately take steps to collect on the Loan, including legal action;
 - (f) The Tax Abatement will no longer be applicable and municipal property taxes will be applied; and
 - (g) The City may recover from Dr. Adamus MPC its legal costs, as between a solicitor and client, the City may incur in exercising any of its remedies on default.
- 7.2 No right or remedy of the City under this Agreement or which the City may have at law shall be exclusive or dependent upon any other right or remedy, but any one or more of such rights or remedies may from time to time be exercised independently or in combination.

Article 8 – Advance of Loan in Discretion of City

- 8.1 Neither the execution of this Agreement nor the advance of part of the Loan shall bind the City to advance the Loan or any un-advanced part of the Loan, and the advance of the Loan or any part it from time to time shall be in the sole discretion of the City.

Article 9 – Certain Legislation

- 9.1 Dr. Adamus MPC agrees that *The Land Contracts (Actions) Act*, R.S.S. 1978, c. L-3 has no application to an action, as defined by this Act, with respect to this Agreement.
- 9.2 Dr. Adamus MPC agrees that *The Limitation of Civil Rights Act*, R.S.S. 1978, c. L-16 has no application to this Agreement, any charge or other security for the payment of money made, given or created by this Agreement, or any renewal or extension of this

Agreement and shall in no way limit the rights, powers or remedies of the City under this Agreement.

Article 10 - General

- 10.1 No variation, amendment or waiver of any provision of this Agreement shall be effective unless made by written agreement executed by authorized representatives of the City and Dr. Adamus MPC.
- 10.2 No delay or omission by the City in exercising any right or remedy under this Agreement or with respect to the Loan shall operate as a waiver of that right or remedy and no single or partial exercise of any right or remedy shall preclude any other exercise of cumulative rights and remedies.
- 10.3 The failure of the City to require the performance of any term of this Agreement, or the waiver by the City of any breach of this Agreement by Dr. Adamus MPC shall not prevent a subsequent exercise or enforcement of such terms or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.
- 10.4 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 10.5 This Agreement shall be governed by the laws of the Province of Saskatchewan.
- 10.6 This Agreement may not be assigned by Dr. Adamus MPC without the prior written consent of an authorized representative of the City. This Agreement may be assigned by the City at any time without prior notice to Dr. Adamus MPC.
- 10.7 Dr. Adamus MPC shall from time to time upon the request of the City, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the City may require to give effect to the transactions contemplated by this Agreement.
- 10.8 In the event that any provision or part of this Agreement shall be deemed void or invalid by a court, tribunal or arbitrator of competent jurisdiction, the remaining provisions, or parts of it, shall be and remain in full force and effect.
- 10.9 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions or limitations of the provisions contained in this Agreement.
- 10.11 This Agreement may be executed in any number of counterparts each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. This Agreement may be delivered by facsimile or electronic transmission and receipt of a facsimile or electronic copy of any party's signature shall be considered to be receipt of an original copy thereof, provided that any party executing this Agreement by facsimile or electronically shall, as soon as practicable

following execution of this Agreement, provide an originally executed counterpart of this Agreement to the other party.

IN WITNESS WHEREOF the parties have executed this Agreement this 2 day of September, 2014.

(seal)



(seal)

City of Martensville

Per: _____

Mayor:

Per: _____

City Manager:

Dr. Allison Adamus Medical Professional Corporation

Per: Al Adamus