



City of Humboldt
June 26, 2023 - Regular Council Meeting - 05:30 PM

- 1 Call To Order**
- 2 Adopt Agenda**
 - 2.1 Conflict of Interest
- 3 Public Acknowledgement**
- 4 Public Hearing**
 - 4.1 Suspend Council Meeting
 - 4.2 Public Hearing - Humboldt Golf Club Guarantor of Loan
 - 📎 Report - Humboldt Golf Club Guarantor of Loan
 - 4.3 Resume Council Meeting
- 5 Approve Minutes**
 - 5.1 Regular Meeting of Council held May 23, 2023
 - 📎 Minutes of the Regular Meeting of Council held May 23, 2023
 - 5.2 Special Meeting of Council held June 12, 2023
 - 📎 Minutes of the Special Meeting of Council held June 12, 2023
- 6 Delegations**
 - 6.1 Delegation - Special Olympics Humboldt
- 7 Correspondence**
 - 7.1 "A" Items Requiring Council Resolution
 - 7.2 "B" Items Received for Information Only
- 8 Committee Reports**
 - 8.1 Vacated Chair
 - 8.2 Executive Committee Meeting
 - 📎 Minutes of the Executive Committee Meeting held June 12, 2023
 - 8.3 Reid Thompson Public Library Board
 - 📎 Minutes of the Reid Thompson Public Library Board meeting held May 8, 2023
- 9 Bylaws**
 - 9.1 Recommendation - Humboldt Golf Course Guarantor Amendment Bylaw
 - 📎 Report - Humboldt Golf Course Guarantor Amendment Bylaw
 - 📎 Bylaw - Humboldt Golf Course Guarantor Amendment
 - 9.2 Bylaw 04/2023 - Humboldt Golf Course Guarantor Amendment Bylaw
 - 9.3 Bylaw 04/2023 - Humboldt Golf Course Guarantor Amendment Bylaw

- 9.4 Bylaw 04/2023 - Humboldt Golf Course Guarantor Amendment Bylaw
- 9.5 Bylaw 04/2023 - Humboldt Golf Course Amendment Bylaw
- 9.6 Resumed Chair

- 10 New Business**
- 10.1 Recommendation - Finance Manager - Payment Authorization Policy #1380
 - 📎 Report - Payment Authorization Policy #1380
- 10.2 Recommendation - Leisure Service Director - Uniplex Beverage Supply Agreement RFP
 - 📎 Report - Uniplex Beverage Supply Agreement RFP
- 10.3 Recommendation - Leisure Service Director - 2022 State of the Infrastructure
 - 📎 Report - 2022 State of the Infrastructure
- 10.4 Recommendation - Marketing & Development Manager - Recommendation from Memorials Committee
 - 📎 Recommendation - Recommendation from Memorials Committee
- 10.5 Recommendation - Public Works & Utilities Director - Carl Schenn Storm Dry Pond Tender
 - 📎 Recommendation - Carl Schenn Storm Dry Pond Tender
- 10.6 Recommendation - Public Works & Utilities Director - DMAF Application Request
 - 📎 Recommendation - DMAF Application Request

- 11 Enquiries**

- 12 Committee of the Whole**
- 12.1 Authority
- 12.2 Present in the Committee of the Whole
- 12.7 Revert

- 13 Adjourn**



CITY OF HUMBOLDT REPORT

TITLE: Public Hearing – Humboldt Golf Club Guarantor of Loan
PREPARED BY: Lori Yaworski, Director of Corporate Services/City Clerk
PREPARED FOR: City Council
DATE: June 26, 2023

RECOMMENDATION:

That this report be accepted for information and filed.

BACKGROUND

The Humboldt Golf Club Inc. requested the City of Humboldt guarantee a loan to assist in the funding of the Events facility in June 2022. The terms of the loan agreements need to be converted from a construction loan to a fixed-term, fixed-interest mortgage. Pursuant to Section 3(e) of the City of Humboldt's Public Notice Policy #4475, Public notice shall be given before Council initially considers borrowing money, lending money or guaranteeing the repayment of a loan.

CURRENT SITUATION

As per the Cities Act, Division 8 Loans and Guarantees, the City must issue a bylaw when a loan is being guaranteed by a city to a non-profit organization, such as the Humboldt Golf Club. This bylaw is required to provide public notice prior to being presented to Council at the June 26th, 2023, Regular Council meeting.

COMMUNICATION AND ENGAGEMENT

The notice was posted at City Hall and on the City's web site for ten clear days prior to the Regular Council meeting on June 27th, 2022, at which Council will consider the matter. Those wishing to submit their comments on this matter must have made their submission to the City Clerk by noon on Thursday, June 22, 2023.

FINANCIAL IMPLICATION

There is no anticipated financial impact of the recommended action.

CONCLUSION

The City Clerk did not receive any written submissions in regard to the City of Humboldt updating the existing loan terms in which the City is a guarantor for the Humboldt Golf Club Inc.



**City of Humboldt
Meeting Minutes
Regular Council Meeting May 23, 2023 - 05:30 PM**

- PRESENT: Mayor Michael Behiel
 Councillor Larry Jorgenson
 Councillor Amanda Klitch
 Councillor Rob Muench
 Councillor Roger Nordick
 Via Zoom Councillor Kelly Herperger
 City Manager Joe Day
 Director of Corporate Services/City Clerk Lori Yaworski
 Marketing and Development Manager Penny Lee
 Fire Chief/Director of Protective Services Mike Kwasnica
 Finance Manager Jace Porten
 Director of Public Works Peter Bergquist
 Cultural Services Director Jennifer Fitzpatrick

1 Call To Order

Mayor Behiel called the meeting to order at 5:30 p.m.

Resolution:
2023.090

2 Adopt Agenda

Moved By: Councillor Roger Nordick
Seconded By: Councillor Amanda Klitch

That the agenda be adopted as amended and presented.

Add Item to New Business

10.3 Discretionary Use - Medical, dental and Optical lab - Unit 125-1919 8th Ave.

CARRIED

2.1 Conflict of Interest

Councillor Muench declared a conflict in item:

12.7 Committee of the Whole - Director of Public Works - 5th Avenue Land Discussion

3 Public Acknowledgement

4 Public Hearing

Resolution:
2023.091

4.1 Suspend Council Meeting

Moved By: Councillor Kelly Herperger
Seconded By: Councillor Larry Jorgenson

That the Regular Meeting of Council be suspended and that we move to enter the Public Hearing, the time being 5:32 p.m.

CARRIED

Mayor – Michael Behiel

City Clerk – Lori Yaworski

4.2 Public Hearing - Discretionary Use - Medical, dental and optical lab - Unit 125-1919 8th Ave.

Resolution:
2023.092

4.3 Resume Meeting

Moved By: Councillor Roger Nordick
Seconded By: Councillor Amanda Klitch

That the Public Hearing be closed, and that Council revert to the Regular Meeting, the time being 5:33 p.m.

CARRIED

5 Approve Minutes

Resolution:
2023.093

5.1 Regular Meeting of Council held April 24, 2023

Moved By: Councillor Roger Nordick
Seconded By: Councillor Larry Jorgenson

That the Minutes of the Regular Meeting of Council held April 24, 2023, be approved as recorded and circulated.

CARRIED

Resolution:
2023.094

5.2 Special Meeting of Council held May 8, 2023

Moved By: Councillor Rob Muench
Seconded By: Councillor Larry Jorgenson

That the Minutes of the Special Meeting of Council held May 8, 2023, be approved as recorded and circulated.

CARRIED

6 Delegations

6.1 Delegation - MNP 2022 Audited Financial Statements

Nadine Gibney, a Senior Manager for MNP presented the 2022 Audited Financial Statements. Mayor Behiel thanked Ms. Gibney for the presentation and MNP for their service preparing the 2022 Financial Statements.

Resolution:
2023.095

6.1.1 Recommendation - MNP 2022 Audited Financial Statements

Moved By: Councillor Kelly Herperger
Seconded By: Councillor Roger Nordick

That the 2022 Audited Financial Statements for the City of Humboldt be adopted as presented.

CARRIED

7 Correspondence - No Correspondence

7.1 "A" Items Requiring Council Resolution

7.2 "B" Items Received for Information Only

8 Committee Reports

Resolution:
2023.096

8.1 Executive Committee Meeting

Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Rob Muench

That the Minutes of the Executive Committee Meeting held May 8, 2023, be accepted for information.

CARRIED

Mayor – Michael Behiel

City Clerk – Lori Yaworski

- Resolution:** 2023.097 **8.2 Reid Thompson Public Library Board**
Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Kelly Herperger
- That the minutes of the Reid-Thompson Public Library Board meeting held April 11, 2023, be accepted for information.
- CARRIED**
-
- Resolution:** 2023.098 **8.3 Humboldt & District Museum & Gallery Board**
Moved By: Councillor Amanda Klitch
Seconded By: Councillor Kelly Herperger
- That the minutes of the Humboldt & District Museum & Gallery Board meetings held April 13, 2023, and May 11, 2023, be accepted for information and filed.
- CARRIED**
-
- 9 Bylaws**
- Resolution:** 2023.099 **9.1 Recommendation - 2023 Tax Policy Report**
Moved By: Councillor Amanda Klitch
Seconded By: Councillor Roger Nordick
- That this report be accepted for information and filed.
- CARRIED**
-
- Resolution:** 2023.100 **9.2 Bylaw No.02/2023 - 2023 Taxation Bylaw**
Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Roger Nordick
- Resolved that Bylaw No. 02/2023, being the 2023 Taxation Bylaw be introduced and read a first time.
- CARRIED**
-
- Resolution:** 2023.101 **9.3 Bylaw No. 02/2023 - 2022 Taxation Bylaw**
Moved By: Councillor Kelly Herperger
Seconded By: Councillor Rob Muench
- Resolved that Bylaw No.02,2023, being the 2023 Taxation Bylaw be read a second time.
- CARRIED**
-
- Resolution:** 2023.102 **9.4 Bylaw No. 02/2023 - 2022 Taxation Bylaw**
Moved By: Councillor Roger Nordick
Seconded By: Councillor Larry Jorgenson
- Resolved that Bylaw No. 02/2023, being the 2023 Taxation Bylaw be given three readings at this meeting.
- CARRIED UNANIMOUSLY**
-
- Resolution:** 2023.103 **9.5 Bylaw No. 02/2023 - 2023 Taxation Bylaw**
Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Rob Muench
- Resolved that Bylaw No. 02/2023, being the 2023 Taxation Bylaw be read a third time and be now adopted.
- CARRIED**
-
- Resolution:** 2023.104 **9.6 Recommendation - City Clerk - Consolidation of Bylaws**
Moved By: Councillor Kelly Herperger
Seconded By: Councillor Rob Muench
- That this report be accepted for information and filed.
- CARRIED**

Mayor – Michael Behiel

City Clerk – Lori Yaworski

Resolution: 9.7 Bylaw 03/2023 Consolidation of Bylaws Authorization Bylaw

2023.105
Moved By: Councillor Roger Nordick
Seconded By: Councillor Amanda Klitch

Resolved that Bylaw No. 03/2023, being a bylaw for consolidation of bylaws authorization be introduced and read a first time.

CARRIED

Resolution: 9.8 Bylaw 03/2023 Consolidation of Bylaws Authorization Bylaw

2023.106
Moved By: Councillor Rob Muench
Seconded By: Councillor Larry Jorgenson

Resolved that Bylaw No. 03/2023, being a bylaw for consolidation of bylaws authorization be read a second time.

CARRIED

Resolution: 9.9 Bylaw 03/2023 Consolidation of Bylaws Authorization Bylaw

2023.107
Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Amanda Klitch

Resolved that Bylaw No. 03/2023, being a bylaw for consolidation of bylaws authorization be given three readings at this meeting.

CARRIED UNANIMOUSLY

Resolution: 9.10 Bylaw 03/2023 Consolidation of Bylaws Authorization Bylaw

2023.108
Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Roger Nordick

Resolved that Bylaw No. 03/2023, being a bylaw for consolidation of bylaws authorization be read a third time and be now adopted.

CARRIED

10 New Business

Resolution: 10.1 Recommendation - Proclamation - Type 1 Diabetes Week May 29th to June 4th

2023.109
Moved By: Councillor Amanda Klitch
Seconded By: Councillor Rob Muench

That the City of Humboldt does hereby proclaims the week of May 27th to June 3, 2023, as "Type 1 Diabetes Week" in the City of Humboldt.

CARRIED

Resolution: 10.2 Recommendation - Proclamation - Recreation and Parks Month

2023.110
Moved By: Councillor Roger Nordick
Seconded By: Councillor Amanda Klitch

That the City of Humboldt does hereby proclaims the month of June 2023 as "Recreation and Parks Month" in the City of Humboldt.

CARRIED

Resolution: 10.3 Recommendation - Director of Protective Services - Discretionary Use - Medical, dental and optical lab - Unit 125-1919 8th Ave.

2023.111
Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Rob Muench

That Council approve the Discretionary Use Application from Ashrf Abusbakr M Elhoush of Britanica Medicines and Medical Supplies to set up a company at Unit 125 - 1919 8th Ave. to package and ship medical supplies.

CARRIED

Mayor – Michael Behiel

City Clerk – Lori Yaworski

Resolution: 10.4 Recommendation - City Clerk - Remote Work Policy

2023.112

Moved By: Councillor Amanda Klitch
Seconded By: Councillor Larry Jorgenson

That the Remote Work Policy #1370, as attached, replace the existing Temporary Remote Work Policy #1370.

CARRIED

Resolution: 10.5 Recommendation - Finance Manager - 2022 Public Accounts

2023.113

Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Roger Nordick

That sections "A" through "F" of the 2022 Public Accounts for the City of Humboldt be adopted as presented and be combined with the 2022 Audited Financial Statements to be publicly available as the Public Accounts for the City of Humboldt with respect to the year ending December 31, 2022.

CARRIED

Resolution: 10.6 Recommendation - Cultural Service Director - Hamo-Fafard Family Donation - Official Donation Request

2023.114

Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Amanda Klitch

That donations to the City of Humboldt from the Hamon-Fafard Family Donation be approved as an eligible project for the issuance of Official Donation Receipts for Income Tax Purposes.

CARRIED

Resolution: 10.7 Recommendation - Cultural Service Director - Humboldt Water Tower Painting

2023.115

Moved By: Councillor Kelly Herperger
Seconded By: Councillor Larry Jorgenson

That the Humboldt Water Tower exterior painting project with an estimated cost of \$116,000 be approved as an unbudgeted project for 2023, and that the funds be drawn from the Water Tower reserve, and from the Saskatchewan Heritage Foundation grant.

CARRIED

Resolution: 10.8 Recommendation - Director of Public Works - 2023 Pavement Program Tender Award

2023.116

Moved By: Councillor Rob Muench
Seconded By: Councillor Larry Jorgenson

That the City award the 2023 Pavement Program be awarded to Paramount Paving Ltd in the amount of \$310,718.00 (plus applicable taxes).

CARRIED

Resolution: 10.9 Recommendation - Director of Public Works - Aerodrome Feasibility Study RFP Award

2023.117

Moved By: Councillor Roger Nordick
Seconded By: Councillor Rob Muench

That the City award the Aerodrome Feasibility Study to Tetra Tech Canada Inc in the amount of \$58,000 plus applicable taxes.

CARRIED

Mayor – Michael Behiel

City Clerk – Lori Yaworski

Resolution: 2023.118 10.10 Recommendation - Director of Public Works - Wastewater Treatment Project Land Purchase

Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Amanda Klitch

That the City execute the purchase of quarter section of SW 21-37-22 W2 according with the terms and conditions identified in the report; for the purpose of building the new wastewater treatment facility. The purchase will be funded by the utility reserve.

CARRIED

Resolution: 2023.119 10.11 Recommendation - Director of Public Works - Pride Crosswalks

Moved By: Councillor Roger Nordick
Seconded By: Councillor Amanda Klitch

That administration be authorized to re-install the rainbow crosswalks on the east and west sides of the Main Street and 5th Avenue intersection for a three-year term from 2023 to 2025.

CARRIED

11 Enquiries

Resolution: 2023.120 12 Committee of the Whole

Moved By: Councillor Roger Nordick
Seconded By: Councillor Larry Jorgenson

That we sit in a private session as Committee of the Whole, the time being 6:13 p.m.

CARRIED

12.1 Authority

The Committee met under Section 5(3)(4) of Part III of *The Local Authority of Freedom of Information and Privacy Act*.

12.2 Present in the Committee of the Whole

Mayor Michael Behiel, Councillor Rob Muench, Councillor Larry Jorgenson, Councillor Roger Nordick, Councillor Kelly Herperger, Councillor Amanda Klitch, City Manager Joe Day, Corporate Services Director/City Clerk Lori Yaworski, Finance Manager Jace Porten, Works & Utilities Director Peter Bergquist, and Marketing and Development Manager Penny Lee

12.3 Leisure Service Director - Library Roof Modification RFQ

12.4 Marketing and Development Manager - Sale of 336 Main Street

12.5 Marketing and Development Manager - Offer to Purchase

12.6 Marketing and Development Manager - Easement and Maintenance Agreement

Councillor Muench left Council Chambers at 6:30 p.m.

12.7 Director of Public Works - 5th Avenue Land Discussion

Moved By: Councillor Amanda Klitch

Councillor Muench returned to Council Chambers at 6:36 p.m.

12.8 City Manager - Humboldt Golf Club 2023 Budget

12.9 City Manager - Bronco Memorial Tribute Centre Update

Mayor – Michael Behiel

City Clerk – Lori Yaworski

Resolution: 12.10 **Revert**
2023.121 **Moved By:** Councillor Amanda Klitch
Seconded By: Councillor Kelly Herperger

That Council revert to the Regular Meeting, the time being 7:10 p.m.

CARRIED .

Resolution: 12.11 **Recommendation - Leisure Service Director - Library Roof Modification RFQ**
2023.122 **Moved By:** Councillor Roger Nordick
Seconded By: Councillor Larry Jorgenson

That the sole bid received for the Library Roof Modifications RFQ not be accepted and that Administration review the tender documents and retender the project.

CARRIED

Resolution: 12.12 **Recommendation - Marketing & Development Manager -Sale of 336 Main Street**
2023.123 **Moved By:** Councillor Larry Jorgenson
Seconded By: Councillor Amanda Klitch

That Administration be authorized to enter into a Sales Agreement for the property known as 336 Main Street, Parcel 113873654, for \$17,500 with a \$10,000 deposit due at signing and the balance on or before December 29, 2023.

CARRIED

Resolution: 12.13 **Recommendation - Marketing & Development Manager - Offer to Purchase**
2023.124 **Moved By:** Councillor Amanda Klitch
Seconded By: Councillor Kelly Herperger

That the City purchase the property known as 1520 Yoerger Road, Parcel 202801283 for the price and conditions identified in this report.

CARRIED

Resolution: 12.14 **Recommendation - Marketing and Development Manager - Easement and Maintenance Agreement**
2023.125 **Moved By:** Councillor Amanda Klitch
Seconded By: Councillor Larry Jorgenson

That Administration be authorized to enter into an Easement (Non-Mutual) and Maintenance Agreement with St. Paul’s Roman Catholic Separate School Division No. 20 for Parcel # 113874835, as set out in Appendix A.

CARRIED

Resolution: 12.15 **Recommendation - 5th Avenue Land Discussion**
2023.126

That the City enter into a purchase agreement for 1105 5th Avenue with the fulfillment of the terms and conditions that are listed within this report.

Further, that Council authorize administration to apply for the Green Municipal Fund – Brownfield Strategy or Action Plan Stream, for co-funding of the Environment Assessment with an estimated cost, of \$106,000, based on an understanding that after receipt of co-funding revenues, the net cost to the City will be approximately \$5,000.

CARRIED

Mayor – Michael Behiel

City Clerk – Lori Yaworski

Resolution: 2023.127 **12.16 Recommendation - City Manager - Humboldt Golf Club 2023 Budget**

Moved By: Councillor Kelly Herperger
Seconded By: Councillor Roger Nordick

RECOMMENDATION

That the Humboldt Golf Club be advised that the City of Humboldt will fund a 2023 operational deficit to a maximum of \$100,000, on a number of conditions, which may include:

- Provision of 5-year plan
- Inclusion of options in the 2023 and future years plans for:
 - Seasonal layoffs
 - Seasonal shutdown of the clubhouse
 - Scrutinized line by line budgeting
 - Campground Operations
 - Event Tent Operations

CARRIED

Resolution: 2023.128 **13**

Adjourn

Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Amanda Klitch

That we do now adjourn, the time being 7:14 p.m.

CARRIED

Mayor – Michael Behiel

City Clerk – Lori Yaworski



**City of Humboldt
Meeting Minutes
Special Council Meeting June 12, 2023 - 05:00 PM**

- PRESENT: Mayor Behiel
 Councillor Roger Nordick
 Councillor Amanda Klitch
 Councillor Rob Muench
 Councillor Larry Jorgenson
 Councillor Roger Korte
- Via Zoom
 Councillor Kelly Herperger
 City Manager Joe Day
 City Clerk Lori Yaworski
 Communication Manager Penny Lee
 Finance Manager Jace Porten
 Director of Public Works Peter Bergquist
 Leisure Service Director Mike Ulriksen
 Cultural Service Director Jennifer Fitzpatrick
 Director of Protective Services Mike Kwasnica

1 Call To Order

Mayor Behiel called the meeting to order at 4:57 p.m.

Resolution:
2023.129

2 Adopt Agenda

Moved By: Councillor Roger Nordick

Seconded By: Councillor Amanda Klitch

That the agenda be adopted as amended and presented.

Add Item to New Business

4.8 Recommendation - City Manager - Area Structure Plan Consultant.

CARRIED

2.1 Conflict of Interest

3 Public Hearing

Resolution:
2023.130

3.1 Suspend Council Meeting

Moved By: Councillor Roger Korte

Seconded By: Councillor Kelly Herperger

That the Regular Meeting of Council be suspended and that we move to enter the Public Hearing, the time being 4:59 p.m.

CARRIED

Mayor – Michael Behiel

City Clerk – Lori Yaworski

3.2 Public Hearing - Discretionary Use - Residential Care Home

Resolution:
2023.131

3.3 Resume Meeting
Moved By: Councillor Amanda Klitch
Seconded By: Councillor Roger Korte

That the Public Hearing be closed, and that Council revert to the Regular Meeting, the time being 5:00 p.m.

CARRIED

4 New Business

Resolution:
2023.132

4.1 Proclamation - Humboldt Pride Week
Moved By: Councillor Amanda Klitch
Seconded By: Councillor Roger Korte

That Council proclaim the week of June 19th to June 25th, 2023, as "Humboldt Pride Week" in the City of Humboldt.

CARRIED

Resolution:
2023.133

4.2 Recommendation - Director of Protective Services - Discretionary Use Application - Residential Care Facility - Type II - 638 3rd Street
Moved By: Councillor Roger Korte
Seconded By: Councillor Kelly Herperger

That Council approve the discretionary use application by Saskatchewan Housing Corporation (SHC) for the operation of a Residential Care Facility – Type II at the property located at 638 3rd Street – legally described as lots 1-3, Block 4, Plan No. G267, subject to:

1. All the necessary permits, including a demolition permit, development permit and building permit are obtained.

CARRIED

Resolution:
2023.134

4.3 Recommendation - Leisure Service Director - Uniplex Vending Services RFP Award
Moved By: Councillor Roger Korte
Seconded By: Councillor Rob Muench

That GLH Vending Central Ltd be awarded an exclusive three-year contract, plus an optional two-year extension for providing bulk candy, toy, and massage chair vending services within the Uniplex.

That Dale’s Snacks Vending Ltd be awarded an exclusive three-year contract, plus an optional two-year extension for providing snack vending services within the Uniplex.

CARRIED

Resolution:
2023.135

4.4 Recommendation - Leisure Service Director - 2023 Summer Sizzler Parade Route Request
Moved By: Councillor Roger Nordick
Seconded By: Councillor Larry Jorgenson

That the route for the Summer Sizzler Parade on Saturday, July 1st, 2023, be approved.

CARRIED

Mayor – Michael Behiel

City Clerk – Lori Yaworski

Resolution: 4.5 **Recommendation - Leisure Service Director - Road Closure Request - July 1st Fireworks Show**
2023.136
Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Amanda Klitch

That the requested road closure of 5th Avenue from 17th Street to Peck Road from 8:30pm to 11:00pm on July 1st for the annual Canada Day Fireworks Show be approved.

CARRIED

Resolution: 4.6 **Recommendation - Director of Public Works - 2023 Sewer Main Lining Program Tender Award**
2023.137
Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Kelly Herperger

That the City award the 2023 Sewer Main Lining Program be awarded to Insituform Technologies Limited the amount of \$110,055.00 (plus applicable taxes).

CARRIED

Resolution: 4.7 **Recommendation - City Manager - 2023 Servicing Agreement**
2023.138
Moved By: Councillor Roger Nordick
Seconded By: Councillor Kelly Herperger

That the Mayor and City Manager be authorized to sign the attached 2023 servicing agreement with Westwood Development Corporation.

CARRIED

Resolution: 4.8 **Recommendation - City Manager - Area Structure Plan Consultant**
2023.139
Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Roger Korte

That the Crosby Hanna & Associates be awarded a sole-source contract to develop a 'City of Humboldt Northwest Area – Area Structure Plan' at an estimated cost of \$69,230 plus applicable taxes.

CARRIED

Resolution: 5 **Adjourn**
2023.140
Moved By: Councillor Larry Jorgenson
Seconded By: Councillor Amanda Klitch

That we do now adjourn, the time being 5:19 p.m.

CARRIED

Mayor – Michael Behiel

City Clerk – Lori Yaworski



**City of Humboldt
Meeting Minutes
Executive Committee Meeting June 12, 2023 - 05:30 PM**

Present:

Chairperson:	Roger Korte	
Mayor:	Michael Behiel	
Councillors:	Roger Nordick	
	Amanda Klitch	
	Larry Jorgenson	
	Rob Muench	
Via Zoom	Kelly Herperger	
City Manager:		Joe Day
City Clerk:		Lori Yaworski
Cultural Service Director:		Jennifer Fitzpatrick
Leisure Services Director:		Mike Ulriksen
Director of Public Works:		Peter Bergquist
Communication Manager:		Penny Lee
Finance Manager:		Jace Porten
Director of Protective Services/Fire Chief	Mike Kwasnica	

1 Call To Order

Chairperson Korte called the meeting to order at 5:28 p.m.

2 Adopt Agenda

Moved By: Mayor Michael Behiel

That the agenda be adopted as presented.

CARRIED

2.1 Conflict of Interest

3 Delegations - No delegations

4 Correspondence - No Correspondence

5 Reports From Administration

5.1 Fire Chief/Protective Services Director’s Reports

Moved By: Councillor Amanda Klitch

That this report be accepted for information and filed.

CARRIED

5.2 City Clerk/Corporate Services Director’s Report

Moved By: Councillor Roger Nordick

That this report be accepted for information and filed.

CARRIED

Chairperson – Roger Korte

City Clerk – Lori Yaworski

5.3 Finance Manager’s Report
Moved By: Mayor Michael Behiel
 That this report be accepted for information and filed.
CARRIED

5.4 Cultural Services Director’s Report
Moved By: Councillor Larry Jorgenson
 That this report be accepted for information and filed.
CARRIED

5.5 Marketing & Development Manager
Moved By: Councillor Roger Nordick
 That this report be accepted for information and filed.
CARRIED

5.6 Leisure Services Director’s Report
Moved By: Councillor Rob Muench
 That this report be accepted for information and filed.
CARRIED

6 New Business

6.1 Recommendation - Finance Manager - Purchasing Policy
Moved By: Councillor Rob Muench
 That the Purchasing Policy #1380 be approved as amended.
 Further, that Policy for Awarding Contracts/Accepting Tenders #1385 be repealed.
CARRIED

6.2 Recommendation - Leisure Service Director - Project Summary Report
Moved By: Councillor Amanda Klitch
 That this report be accepted for information and filed.
CARRIED

6.3 Recommendation - Leisure Service Director - FCM Asset Management Project
Moved By: Councillor Kelly Herperger
 That this report be accepted for information and filed.
CARRIED

7 Enquiries

Councillor Muench inquired about the trees along 5th Ave. and approximately 25 dead trees along the trail; and wondered if there is additional watering and care that can be done so we do not lose more trees in the future. The Leisure Service Director anticipates that a report will be brought to Council at budget time requesting an increase in staffing to address these areas of concern.

Councillor Nordick further explained some of the information he obtained from his meeting with a tree specialist and provided suggestions to the Leisure Service Director.

8 Committee of the Whole
Moved By: Councillor Rob Muench
 That we sit in a private session as Committee of the Whole, the time being 6:24 p.m.
CARRIED

Chairperson – Roger Korte

City Clerk – Lori Yaworski

8.1 Authority

The Committee met under Section 5(3) of Part III of *The Local Authority of Freedom of Information and Privacy Act*.

8.2 Present in the Committee of the Whole

Mayor Michael Behiel, Councillor Rob Muench, Councillor Larry Jorgenson, Councillor Roger Nordick, Councillor Kelly Herperger, Councillor Roger Korte, Councillor Amanda Klitch, City Manager Joe Day, Corporate Services Director/City Clerk Lori Yaworski, Finance Manager, Jace Porten and Marketing & Development Manager Penny Lee.

8.3 Finance Manager - HGC Guarantor Bylaw

8.4 City Manager - Residential Tax Incentive Program

8.5 Revert

Moved By: Mayor Michael Behiel

That Council revert to the Regular Meeting, the time being 7:09 p.m.

CARRIED

8.6 Recommendation - Finance Manager - Humboldt Golf Club Guarantor Bylaw Amendment

Moved By: Councillor Larry Jorgenson

That administration be authorized to provide public notice for the HGC Guarantee Bylaw.

CARRIED

8.7 Recommendation - City Manager - 2023 - 2027 Residential Construction Incentive Policy

Moved By: Mayor Michael Behiel

That Administration develop a bylaw that provides for a residential construction incentive.

CARRIED

9 Next Meeting

It was noted that the next Executive Committee Meeting will be held July 10th at 5:30 p.m.

10 Adjourn

Moved By: Councillor Larry Jorgenson

That we do now adjourn, the time being 7:10 p.m.

CARRIED

Chairperson – Roger Korte

City Clerk – Lori Yaworski



Reid-Thompson Public Library
Wapiti Regional Library
Box 1330 705 Main Street Humboldt SK S0K 2A0

Email: humcirc@wapitilibrary.ca Phone: 306-682-2034 Website: www.wapitilibrary.ca

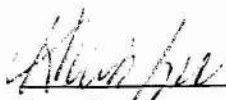
Reid Thompson Public Library Board Minutes for Meeting on May 8, 2023

Attendance: Amanda Klitch, Marliss Fleischhacker, Rosemarie Buttinger, Jennifer Malmsten, Susan Bradley, Sheila Nordick, Colleen Jenkins

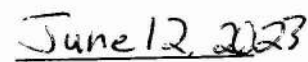
Recording Secretary: Kate Lucyshyn (Branch Librarian)

Call to order by M. Fleischhacker at 3:30 pm

- 1) Agenda: Moved by C. Jenkins, seconded by S. Nordick to accept the agenda as presented. Carried.
- 2) Review and Approval of Minutes: Moved by A. Klitch, seconded by S. Nordick that the minutes be adopted presented. Carried.
- 3) Moved by J. Malmsten, seconded by S. Bradley that the correspondence be received and filed as presented. Carried.
- 4) Financial Reports: Moved by C. Jenkins, seconded by S. Bradley that the financial reports be adopted as presented. Carried.
- 5) Branch Librarian's Report: Adopted as presented.
- 6) Action List: Update presented: Moved by S. Nordick seconded by R. Buttinger that the reviewed and revised Section G – Issue Policies – Gifts, Bequests, Donations, and Donation Requests be adopted. Carried.
- 7) Repairs/Maintenance Report: Update presented.
- 8) Business Arising:
 - a) Wapiti Annual General Meeting – A. Klitch reported on the meeting. Highlights included:
 - i) A tiny provincial budget increase for public libraries.
 - ii) Public library system partnering with Regional Park System to provide regional park passes that can be borrowed from the libraries.
 - iii) Changing to a population-based model for Branch open hours allocation from the former rationalization model.
 - iv) CO/CO₂ monitors will be available to borrow from the Wapiti Regional Library.
 - b) Land Acknowledgement – To be added to board meetings.
 - c) Scheduling of staff members discussed. Changes to staff schedule is an operational issue which the branch librarian can change as needed provided the needs of the library are met.
- 9) Next meeting: June 12, 2023 at 3:30 pm.
- 10) Adjournment: Moved by C. Jenkins, seconded by S. Bradley that the meeting be adjourned at 4:45 pm. Carried.


Secretary


Chairperson


Date



CITY OF HUMBOLDT REPORT

TITLE: HGC Guarantor Bylaw Amendment Report
PREPARED BY: Jace Porten, Finance Manager
REVIEWED BY: Joe Day, City Manager
PREPARED FOR: City Council
DATE: June 26, 2023

RECOMMENDATION

That this report be accepted for information and filed.

BACKGROUND

In 2022, the Humboldt Golf Club (HGC) began construction on the relocation and expansion of their tent Event Centre, located on City property. A 7900-square foot facility was constructed and equipped with an 1820-square foot storage and washroom facility.

The City supported the project by issuing a 5-yr short term loan of \$150,000, the issuance of Official Donation Receipts for Income Tax Purposes, and by guaranteeing a 20-year loan for \$230,522.

CURRENT SITUATION

The City guaranteed this loan in June 2022, and now that the project has been deemed complete and the loan is changing from a construction loan with interest only payments, to a closed term loan with blended interest and principal payments an amendment to the bylaw is required.

As per the Cities Act, Division 8 Loans and Guarantees, the City must issue a bylaw when a guarantee is provided by a city to a non-profit organization, such as the Humboldt Golf Club. That bylaw must contain the term, interest rate, and payment structure that is within the mortgage agreement. With the change in terms and structure of the mortgage, an amendment to Bylaw No. 05/2022 is required to reflect the change.

ATTACHMENTS

- Bylaw No. 04/2023 – HGC Guarantee Agreement and Schedule “A”



COMMUNICATION AND ENGAGEMENT

As per City Policy #4475, public notice was previously issued that this bylaw is to be heard tonight, and the required 10-day window has been met.

FINANCIAL IMPLICATION

There are no direct financial implications to the City with this Bylaw, however, should the HGC default on their mortgage the City would be responsible for the outstanding amount, which would be approximately \$19,600 annually.

CONCLUSION

This report is intended to provide background information for the accompanying bylaw.

CITY OF HUMBOLDT

BYLAW NO. 04/2023

**A BYLAW TO AMEND THE GUARANTEE OF THE MORTGAGE BETWEEN
HUMBOLDT GOLF CLUB INC.(BORROWER) AND CONEXUS CREDIT
UNION 2006 (LENDER) BYLAW NO. 05/2022**

The Council of the City of Humboldt in the Province of Saskatchewan enacts as follows:

1. That the definition of Prime as show in item 2e be deleted.
2. That the following Section 4 be deleted:

The mortgage is an open mortgage for a term of 243 months, bearing interest at a rate of prime plus 3 percent compounded monthly with interest payments due monthly.

3. That the following Section 4 be added and the attached Schedule “A” inserted thereon:

The rate of interest under the loan, how the rate of interest is calculated, the term, and the terms of repayment of the loan are set out in Schedule “A”.

Mayor – Michael Behiel

City Clerk – Lori Yaworski

Read a third time and adopted
this ____ day of _____

SCHEDULE “A”

Pursuant to Section 4 of Bylaw No. 04/2023, City of Humboldt.

1. The mortgage is a closed mortgage for a term of 12 months, bearing interest at a rate of 5.95 percent compounded monthly with blended interest and principal payments due monthly.



CITY OF HUMBOLDT REPORT

TITLE: Payment Authorization Policy #1380
PREPARED BY: Jace Porten, Finance Manager
REVIEWED BY: Joe Day, City Manager
PREPARED FOR: City Council
DATE: June 26, 2023

RECOMMENDATION

That the Purchasing Policy #1380 be approved as amended.

Further, that Policy for Awarding Contracts/Accepting Tenders #1385 be repealed.

BACKGROUND

The Purchasing Policy #1380 was originally adopted in 2013, with amendments made in 2017. The policy established spending limits for supervisors, management, and department directors, while ensuring there are controls in place for the City to secure favourable pricing on goods, services, and construction projects.

The Policy for Awarding Contracts/Accepting #1385 was adopted in 1988 and has not been amended since. The amendments made in 2017 to the Purchasing Policy expanded to include provisions on awarding contracts and the tendering process, which in turn made this policy redundant.

CURRENT SITUATION

The current recommended changes to the Purchasing Policy are aimed to increase efficiencies in purchasing while still maintaining reasonable thresholds that require councils' approval. Updating the dollar limit thresholds to when Administration can approve purchases and when the City is required to take expenditures to public tender will allow for quicker turnaround times on purchases of goods and services.

Notable amendments with regards to the Purchasing Policy are:

- Increase dollar amount thresholds when and what type of quotations are required, and when the City is required to take a purchase to public tender.
- Increase dollar limit on when the City can utilize sole source purchasing.
- Allowance for administration to issue 2-year contracts, so long as the total contract value does not exceed \$75,000.



COMMUNICATION AND ENGAGEMENT

No external communications or engagement required.

ATTACHMENTS

Policy #1380 – AMENDED Purchasing Policy

Policy #1385 – Policy for Awarding/Accepting Contracts

FINANCIAL IMPLICATION

There are no direct financial implications of this report.

CONCLUSION

The changes to the Purchasing Policy will increase the efficiency of the acquisition of goods and services while still maintaining a set of controls that align with the New West Trade Agreement and require Council’s approval on substantial purchases.

Policy Title:		Adopted By:	Policy Number:	
PURCHASING POLICY		City Council	1380	
Origin/Department/Authority:	Jurisdiction:	Approval Date:	Page(s):	
Corporate Services	City of Humboldt	June 24, 2013	1 of 6	
Reviewed By:	Related Documents/Legislation:	Revision/Effective Date:		
		May 23, 2017 (Amended)		

1.0 PURPOSE:

The purpose of this policy is to establish general guidelines for the City of Humboldt for the purchase of goods, services, and work.

2.0 DEFINITIONS:

In this Policy:

- 2.1** **“Contract”** is written document containing all terms and conditions, signed by both parties to the contract for goods and services to be delivered. Example of contracts can include leases, service contracts, and public private partnerships.
- 2.2** **“Consultant”** includes individuals and firms who provide professional services, reports, opinions and recommendations in areas that the City has limited or no existing resources in. For this policy, consultant will not include those who perform day to day functions as an extension of in-house resources or those who are retained for on-going municipal operations.
- 2.3** **“Request for Proposals”** is a request to vendors to submit a proposal without the City setting rigid specifications. Requests for Proposals are intended to allow new or innovative solutions to meet the City’s need.
- 2.4** **“Multiple Party Acquisition”** occurs when multiple outside organizations participate in procuring goods or services together.
- 2.5** **“Public Tender”** is a process requiring documents which contain the specifications and conditions on which the City will enter a contract with the bidder to be publicly advertised **on the City’s website and on Sastenders**. Bids are to be opened at the close of the tender.
- 2.6** **“Quotations”** is the process of soliciting prices from selected vendors for required goods or services via telephone, email, fax, or other acceptable methods.
- 2.7** **“Sole Source Purchase”** is an agreement for goods, services, or work without first advertising or obtaining multiple quotations.

3.0 ACQUISITION OF PRODUCTS AND SERVICES:

Policy Title:		Adopted By:	Policy Number:	
PURCHASING POLICY		City Council	1380	
Origin/Department/Authority:	Jurisdiction:	Approval Date:	Page(s):	
Corporate Services	City of Humboldt	June 24, 2013	2 of 6	
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		May 23, 2017 (Amended)		

- 3.1** When the City decides to purchase goods or services, it shall be done through a competitive acquisition process. The monetary amounts for the acquisition process is as follows:
 - 3.1.a** All purchases up to ~~\$2,500~~ **between \$1,000 and 5,000** shall have a minimum of two verbal / facsimile / online / in-person / e-mail or similar quotes from vendors that provide the necessary services and products.
 - 3.1.b** All purchases between ~~\$2,500 and \$20,000~~ **\$5,000 and 75,000** shall have a minimum of three written, electronic or facsimile quotations from vendors that provide the necessary services and products.
 - 3.1.c** Public tendering, request for proposals or requests for quotes must be used for all purchases exceeding ~~\$20,000~~ **\$75,000**.
 - 3.1.d** All purchasing processes shall comply with the requirements of the New West Trade Partnership Agreement.
- 3.2** The City shall make reasonable efforts to solicit quotes, tender submissions, and requests for proposals from local suppliers when qualified local suppliers exist.
- 3.3** The minimum advertising period for all tenders and requests for proposals subject to 3.1.c above shall be 10 business days unless stated differently in provincial legislation.
- 3.4** Multiple Party Acquisitions of goods and services is permitted under this policy providing the lead party to the procurement process follows a process in a manner similar to the requirements of Section 3.1;
- 3.5** Sole source contracts can be awarded used under the following circumstances:
 - 3.5.a** Where there is no response to a competitive process.
 - 3.5.b** To ensure compatibility with existing products and services, to recognize exclusive rights, or to maintain specialized products that must be maintained by the manufacturer or its representative.
 - 3.5.c** To purchase an item for testing or trial use.
 - 3.5.d** Where goods or services are in short supply due to market conditions, including geographic limitations and lack of competition.
 - 3.5.e** To purchase an item directly for resale.
 - 3.5.f** To exercise a purchase option under a rental contract.
 - 3.5.g** Where an emergency situation arises that could affect the health and safety of any person, or threaten public or private property or the environment, or adversely affect City operations.

Policy Title:		Adopted By:	Policy Number:
PURCHASING POLICY		City Council	1380
Origin/Department/Authority:	Jurisdiction:	Approval Date:	Page(s):
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		May 23, 2017 (Amended)	

3.5.h Where goods and services relating to matters of a confidential or privileged nature are required and disclosure of these matters could reasonably be expected to compromise confidentiality, cause economic disruption, or otherwise be contrary to the public interest.

3.5.i Any other situation where, with Council approval, it is deemed to be in the best interests of the City to do so.

4.0 ACQUISITION AUTHORIZATION LEVELS

4.1 With the exception of clause 4.5, the provision for all purchases of goods, services or works must be provided for in the current operating or capital budgets.

4.2 Department Directors shall ensure that all purchase requests are formally documented and conform to the spending authorization levels detailed in 4.4 hereunder.

4.3 Department Directors may designate signing authority to appropriate staff and are responsible to ensure proper control is maintained within their respective departments.

4.4 Staff shall not exceed the following levels for purchases and awards of contracts without the authorization of their immediate supervisor:

~~**4.4.a** Non-Supervisory Union Staff – Up to \$500 per event or transaction;~~

4.4.b Supervisory Union Staff – Up to \$5,000 per event or transaction;

4.4.c Out of Scope Management – Up to \$10,000 per event or transaction;

4.4.d Department Directors – Up to \$20,000 per event or transaction;

4.4.e City Manager - Up to \$75,000 per event or transaction;

4.5 The City Manager, may expend up to a maximum of \$75,000 on emergency, unbudgeted purchases, when, due to the nature and timing of a situation, it is not practicable to acquire goods, services or work through the normal purchasing process.

4.6 City Council shall award contracts where:

~~**4.6.a** The lowest recommended bid exceeds the approved budget;~~

4.6.b Funds have not been provided for in the approved budget, with the exception of purchases made under clause 4.5;

4.6.c The amount of a sole source contract exceeds ~~\$10,000.00~~ **\$25,000.**

~~**4.6.d** The contract award is of a controversial nature.~~

4.6.e The City Manager, for any reason, refers the award of the contract to City Council.

4.6.f The Contract is for \$75,000 and greater.

4.6.g Multi-year contracts pursuant to Section 9.

Policy Title:		Adopted By:	Policy Number:	
PURCHASING POLICY		City Council	1380	
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4.6.h The initial upfront cost is \$2,500 or more for a product or service that is tied to an ongoing maintenance contract pursuant to Section 9.3.

5.0 SPECIFICATIONS

- 5.1** Department Directors, or their designate, shall be responsible for preparing tender specifications, and any changes thereto.
- 5.2** Department Directors shall ensure that tender specifications, or changes thereto, are as broad as practicable to assure competitive bids and should provide for equivalents and/or approved alternates in an effort to increase competition.
- 5.3** Where applicable, tender specifications, or changes thereto, should take into account ongoing operating costs associated with the product or service including the potential costs related to downtime associated with the maintenance or repair services.
- 5.4** All criteria that will be considered and analyzed in the award of a tender shall be clearly set out in the tender document.

6.0 TENDER / BID / PROPOSAL ACCEPTANCE CRITERIA

- 6.1** In all cases, the City reserves the right to refuse any or all tenders, bids or proposals.
- 6.2** Where the City decides to accept a tender or bid, it shall accept the lowest qualified tender or bid meeting its specifications, unless the tender documents set out additional and/or other acceptance criteria.
- 6.3** A qualified tender means that in the opinion of the City, the tenderer or bidder has the expertise and ability, physically and financially, to supply or perform the goods, services or works tendered or bid, and whose past performance or references are satisfactory to the City.
- 6.4** **The City reserves the right to make a final selection of a service or product based upon minimizing the environmental impact, and/or enhancing a safe and healthy workplace and community.**
- 6.5** In the case of requests for proposals, the City shall accept the proposal which, in the opinion of the City, best meets the requirements of the City, unless the proposal documents set out additional and/or other acceptance criteria.

7.0 WITHDRAWING OR AMENDING BIDS

Policy Title:		Adopted By:	Policy Number:	
PURCHASING POLICY		City Council	1380	
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7.1 Any tender or bid may be withdrawn or amended by the bidder prior to the close of tenders or bids

8.0 CONFLICT OF INTEREST

8.1 No city employee shall place himself/herself or another in a position of advantage or conflict of interest when acquiring goods and services on behalf of the City. Potential conflicts should be referred to the appropriate Director or City Manager in advance for clarification.

9.0 CONTRACT LENGTH

~~**9.1** Subject to the provisions of Section 3, a Department Director may structure a bid / tender / request in a manner such that the successful vendor will supply the desired product(s) / service(s) for a term of up to one year.~~

9.2 With the total anticipated cost of the contract subject to the provisions of Section 3, a Department Director may structure a bid / tender / request in a manner that the successful vendor will supply the desired product(s) / service(s) for a term of up to five-years. All multi-year agreements **longer than 2 years** requires the approval of City Council.

9.3 It is not uncommon for products and services like software to have an initial up-front cost with ongoing maintenance or service costs. Contracts for products and services similar to this with an initial cost of \$2,500 or more that are anticipated to have ongoing maintenance agreements must be approved by Council.

10.0 EXCEPTIONS

10.1 This policy does not apply to the purchase of the following goods or services:

- 10.1.a** Utility contracts where no competition exists (i.e. power, water, etc.);
- 10.1.b** Land sales and land purchase contracts;
- 10.1.c** Contracts or agreements relating to employee compensation, reimbursements, training, education, etc.;
- 10.1.d** Any other items or services, which due to their nature do not lend themselves to quotation, public tender or Request for Proposal processes.
- 10.1.e** Ongoing subscriptions, maintenance, operating and service contracts after the initial contract has been approved subject to Section 3, and Section 4.

Policy Title:		Adopted By:	Policy Number:	
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11.0 DISCLOSURE OF INFORMATION

- 11.1** The City will not disclose the names or total number of bidders prior to the closing of tender bids, except when it is deemed to be in the best interest of the City to do so.
- 11.2** Tender openings will be done in a public manner.
- 11.3** The City will make pricing information, including the unit pricing and total contract value, of the successful bidder publicly available.
- 11.4** Requests for Proposals will not be opened publicly. Requests for proposals will be opened in a process where each submission is witnessed and dated. The evaluation results utilized to determine the award of contract will be made publicly available.
- 11.5** Details of Request for Proposal documents will only be made available subject to a request and pursuant to The Local Authorities Freedom of Information and Protection of Privacy Act.
- 11.6** Quotations received shall be documented in a manner that they can be made publicly available if requested.

12.0 GENERAL

- 12.1** All contracts above ~~\$20,000~~ **\$50,000** in value shall be reported back to Council in summary form as part of the annual reporting for Council information, in accordance with the disclosure of the Public Accounts as per the Cities Act section 156.

POLICY FOR AWARDING CONTRACTS/ACCEPTING TENDERS

The following policy should be followed when tendering municipal projects in all departments whether by public notice or specific invitation.

1. All tenders shall be opened publicly and any advertisements or invitations for tenders shall indicate the closing date and the date and time for public opening. All tenders must also indicate that the tender must be submitted directly to the Administration of the tendering department. The Director of the department requesting the tender and the City Manager will be in attendance at tender openings.
2. The tender period should close at 4:00 p.m. on a usual business day and tenders will be opened immediately thereafter.
3. In awarding a tender the primary objective shall be to award the tender to the lowest bidder. However, when circumstances warrant, the following set of criterion shall be considered collectively in selecting the most suitable tender bid:
 - a) Price
 - b) Quality of Product or Service
 - c) Vendor References and Past Performances
4. When it is expected that the above criteria may have to be used in a tender decision, the following statement should be included in the original invitation or advertising requesting tenders:

“The lowest or any tender may not necessarily be accepted and the City of Humboldt reserves the right to reject any and all tenders. As well, the following criteria may be employed in the tender evaluation and selection process:

- a) Price
 - b) Quality of Product or Service
 - c) Vendor References or Past Performances.”
5. Due to difficulties in judging quality and price and to ensure fairness to suppliers, the purchase of used vehicles will not be entertained except in extraordinary circumstances and unless Council approval is obtained.

Initiated by Administration, April 26, 1988

Revised by Administration Committee, October 19, 1988

1385



CITY OF HUMBOLDT REPORT

TITLE: Uniplex Beverage Supply Agreement RFP

PREPARED BY: Michael Ulriksen, Director of Community and Leisure Services

REVIEWED BY: Joe Day, City Manager

PREPARED FOR: City Council

DATE: June 26, 2023

RECOMMENDATION

That Coca-Cola Canada Bottling Ltd. be awarded an exclusive five-year supply contract for the provision of non-alcoholic beverages and branded equipment within the Uniplex.

BACKGROUND

Similar to other recreational facilities, the Uniplex has historically entered into an exclusive beverage agreement. By entering into an agreement with a supplier, the City is able to access products at a significantly lower cost point than what we can buy privately. The contracts also stipulate that coolers and vending machines are to be supplied to the facility at the expense of the vendor.

CURRENT SITUATION

The current five-year contract with PepsiCo Beverages is set to expire on July 31, 2023. The contract provides non-alcoholic beverages for resale in the facility, including soft drinks, water, juices, and sports drinks. We also have three vending machines and several coolers that are utilized throughout the facility.

A competitive RFP process was conducted between May 8th and May 25th. At close, the City had received two bid submissions from the major beverage suppliers. Administration reviewed both submissions and scored them according to pre-determined scoring criteria that was included in the RFP documents:

Company	Pricing /50	Product Variety /15	Supplied Equipment /25	Qualifications /10	Total /100
PepsiCo Beverages	28.5	15	20	10	73.5
Coca-Cola Canada Bottling Ltd.	42	15	22	10	89



On three of the four categories, both proponents received nearly identical scores, as they were both able to demonstrate their ability to meet our desired product varieties and equipment requirements, as well as illustrate their qualifications and experience in taking on a contract of this nature.

Where they varied significantly was the total estimated value of their pricing, which is reflected in the scores they received in that category. The proponents were scored on their proposed product pricing (and annual inflationary increases), signing and exclusivity payments, rebates, and other funding allocated for marketing support. Administration used recent actual purchase volumes to determine an estimated value for each proponent, which then resulted in the scores identified above.

OPTIONS

1. Approve the recommendation.
2. Provide alternative direction to Administration.

ATTACHMENTS

NA

COMMUNICATION AND ENGAGEMENT

The RFP was posted on SaskTenders for the entire duration of the competition. The tender was also shared through the City's website and social media channel.

FINANCIAL IMPLICATION

There is no cost to the City in accepting these recommendations.

In 2022, the City generated over \$30,000 in commissions and exclusivity fees from food and beverage vending agreements within the Uniplex. Lower product costs and higher rebates should result in maintaining or exceeding the numbers seen in 2022.

Based on recent purchase volumes and proposed price models submitted by each proponent, Administration estimated that the bid received from Coca-Cola Canada Bottle Ltd. is roughly \$8,000 more favorable per year than the PepsiCo Beverages submission.

CONCLUSION

If the recommendation is approved by Council, Administration will coordinate the transition to the new supplier, including the removal of existing equipment and installation of new equipment. We will also look to deplete the existing beverage stock throughout the months of June and July.



CITY OF HUMBOLDT REPORT

TITLE: 2022 State of the Infrastructure Report
PREPARED BY: Michael Ulriksen, Director of Community and Leisure Services
REVIEWED BY: Joe Day, City Manager
PREPARED FOR: Council
DATE: June 26, 2023

RECOMMENDATION

That the 2022 State of the Infrastructure Report be accepted for information and filed.

BACKGROUND

In 2020, the City applied for funding through the FCM Municipal Asset Management Program. The program assists municipalities in assessing and identifying areas for improvement within their asset management practices. The City’s application focused on the development of a comprehensive asset registry and condition ratings for major assets. The project was approved in 2021 and concluded May 31, 2023.

CURRENT SITUATION

The grant funding received allowed the City to allocated resources to further develop our asset management practices. The focus of this project was to develop a comprehensive asset registry that contains itemized assets for the following categories:

- Buildings/Facilities
- Parks
- Water Distribution – Pipes
- Wastewater – Pipes
- Stormwater – Pipe Network
- Road Surface
- Road Structure
- Road Curbing
- Sidewalks
- Fleet

Staff combined newly collected and existing asset data to develop a registry that includes unique asset identification numbers, replacement costs and condition ratings for each asset. The asset registry also includes some additional descriptive information that allows Administration to further dive into specific asset groups and subcategories when assessing its inventory and to aid in decision making.

From this information, and as a deliverable to FCM, Administration has developed the first “State of the Infrastructure” report for the City of Humboldt. The report, attached,

provides a high-level summary of the City's major asset classes as of December 31, 2022. The report summarizes the asset registry by category, focusing on replacement values, condition ratings, and age of the infrastructure.

Administration has completed its follow up requirements, including the submission of deliverables that included a copy of the State of the Infrastructure report. The City is now eligible to apply for additional grant funding to further advance our asset management processes.

OPTIONS

NA

ATTACHMENTS

1. City of Humboldt – 2022 State of the Infrastructure Report

COMMUNICATION AND ENGAGEMENT

NA

FINANCIAL IMPLICATION

There is no financial cost in accepting the report as presented. The infrastructure report provides a high-level snapshot of the City's asset inventory, useful in beginning discussions on desired service levels and budget allocation. Future versions with more detailed information will allow Administration to provide specific recommendations to Council on how to manage the City's assets most effectively.

Regarding the FCM grant, the City was approved for \$48,8000, or 80% of the budgeted cost of \$61,000 for the completion of the project. All expenses for the project were internal staffing hours allocated to the project. As such, the City has no external expenses that need to be paid on account of this project. We anticipate these funds to be received within the 2023 calendar year.

CONCLUSION

This project funding was vital to moving our asset practices in the right direction, however there is still a lot of work that needs to go into developing how we manage our assets moving forward. As such, Administration will seek to apply for a subsequent grant from FCM after we identify the next priority for development within our AM program.



City of Humboldt
2022 State of the
Infrastructure Report



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The preparation of this project was carried out with assistance from the Government of Canada and the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.



Executive Summary

The *2022 State of the Infrastructure Report* provides a high-level summary of most major asset groups managed by the City of Humboldt (City). This report was compiled using extensive asset inventory data, updated annually by the City’s administration staff. This report is the first of its kind for the community and is being presented to Council to aid in making informed future infrastructure decisions.

Assets within the initial comprehensive asset inventory database have been categorized as follows:

- ❖ Buildings/Facilities
- ❖ Parks
- ❖ Water Distribution - Pipes
- ❖ Wastewater – Pipes
- ❖ Stormwater – Pipe Network
- ❖ Road Surface
- ❖ Road Structure
- ❖ Road Curbing
- ❖ Sidewalks
- ❖ Fleet

Additional asset classes and subcategories will be added as the inventory evolves.

Methodology

Historically, the City’s various departments have managed their own assets, records, and transactions independently of one another. However, to generate this report, the departments have sought to combine all asset data into a single comprehensive inventory database. Each asset in the inventory includes a unique identifier, specific asset data, age, expected life and replacement cost.

A condition rating is assigned to all assets within the inventory to allow for a big picture summary of the health of both individual assets and entire asset classes. The condition rating methodology varies slightly by asset class but is primarily a calculation based on an assets current age as it relates to its expected life span. Visual and functional assessments of some assets have also been factored into their condition ratings. As the City’s asset management practices evolve, changes to this methodology will also evolve. The report does not, however, attempt to determine what an acceptable condition rating is.

Future reports will include further analysis of assets’ current funding levels, anticipated funding gaps, desired and acceptable service levels, and recommendations on how to manage each asset class.

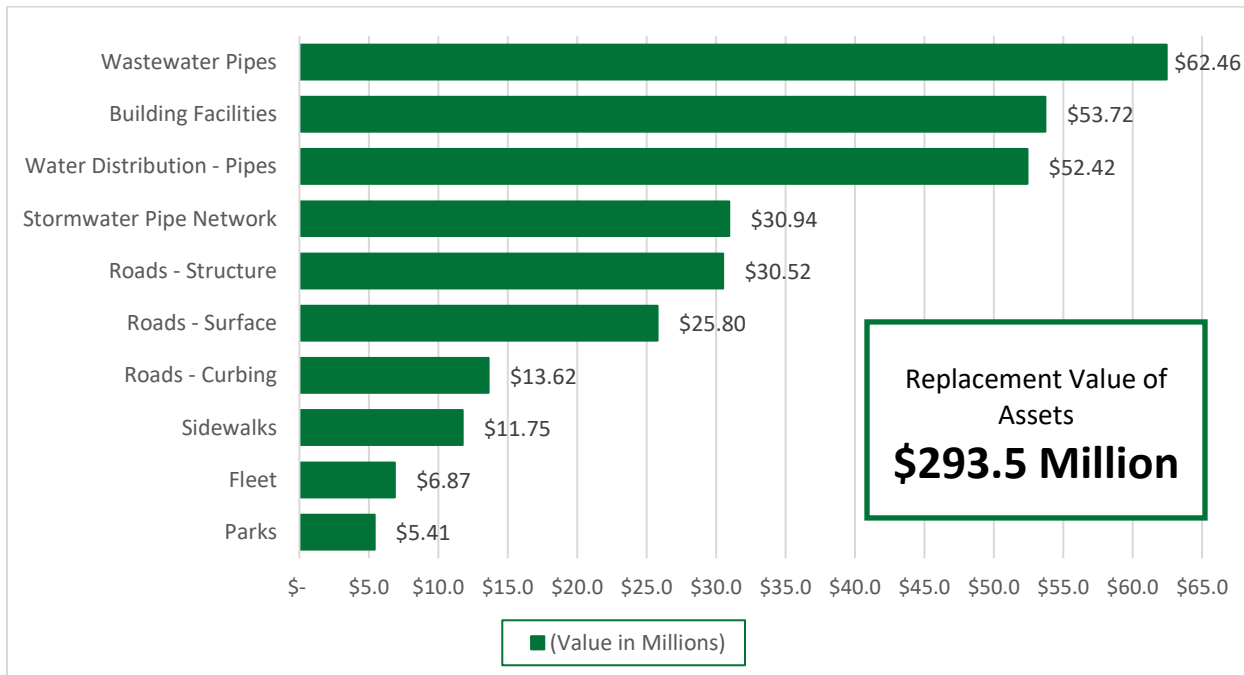


Humboldt’s Asset Inventory at a Glance

13 Buildings/Facilities	58,666 m Water Distribution Pipes
236 Park Furnishings	43,877m Wastewater Pipes
32,980 sq. m Pathways	27,895 m Stormwater Pipes
231 m Parks Fencing	703,776 sq. m Road Surface
6 ha Irrigated Sportsfields	39,542 sq. m Curbing
6 Playground Structures	71,474 sq. m Sidewalks
16 Outdoor Recreational Fields/Amenities	65 Fleet Vehicles

*Source: City of Humboldt Master Asset Registry – as of December 31, 2022

State of Local Infrastructure



The City must balance a multiple of competing spending priorities with limited resources. As the city anticipates immediate and sustained growth in the coming years, the need to make sustainable, well-time infrastructure investments is essential to ensure we continue to deliver high-quality services for residents.

To that end, in July 2018, Council approved the City’s Asset Management Policy, establishing parameters necessary to guide the City in its development and improvement of asset management plans. Asset management planning is still in its infancy within the City, but meaningful steps are being taken towards managing our assets more effectively.

Asset management is not a singular activity or project; rather, it is a systematic process that facilitates decision-making in regard to the construction, acquisition, operation, maintenance, renewal, replacement, and disposal of assets in the most cost-effective manner.

This *2022 State of the Infrastructure Report* is the first of its kind for the City of Humboldt and encompasses asset groups that account for a large majority of the City’s current assets, both monetarily and in terms of critical infrastructure. Providing detailed information about the City’s infrastructure as a whole, including the state of existing assets, asset replacement value, and the remaining service life of current assets has never before been performed on this scale within the organization.

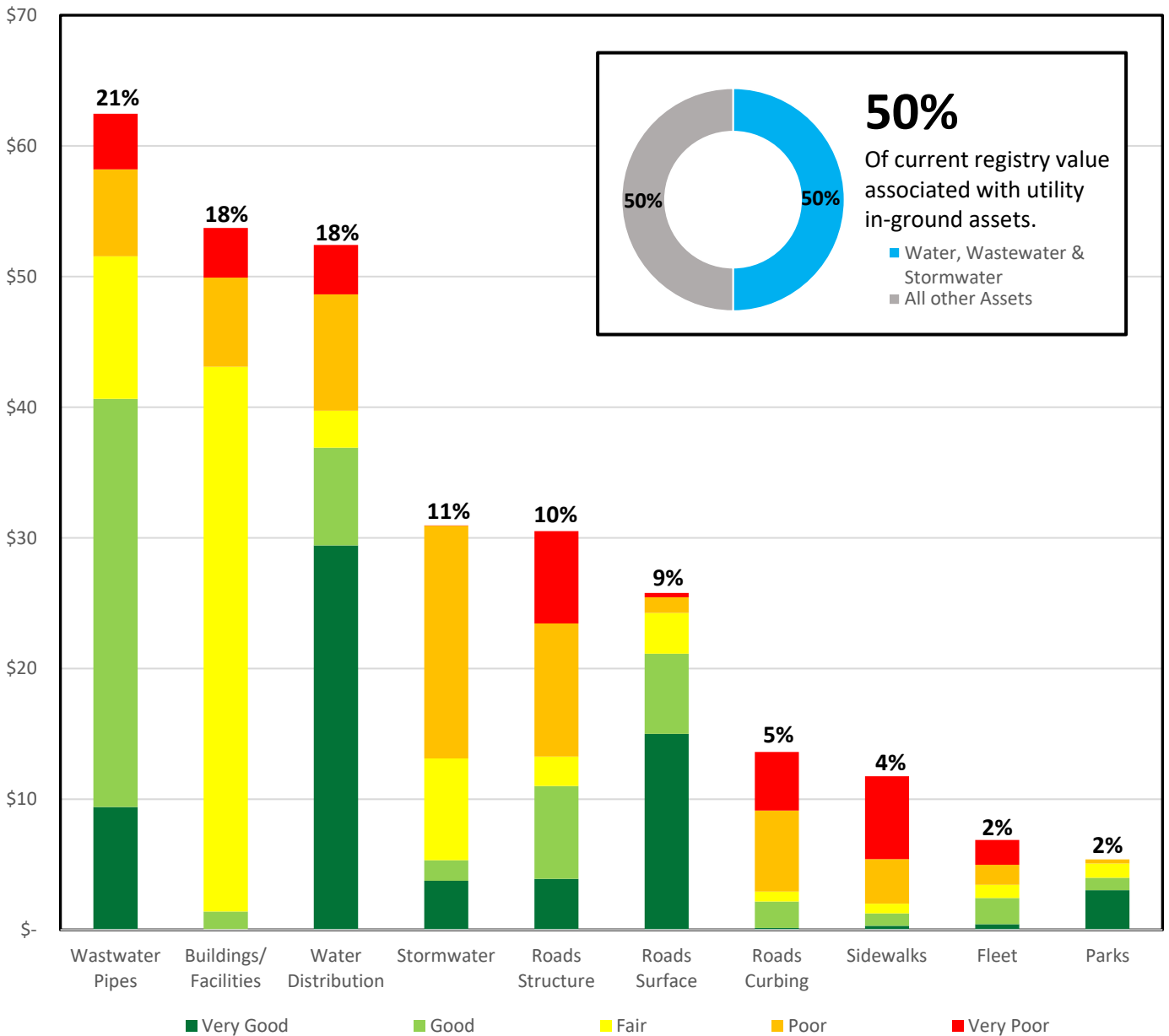
For the first time, the City has been able to strategically categorize asset types and grade the physical condition of its main infrastructure elements in a summarized format. While this report includes asset replacement values, it does not include any analysis of funding gaps or recommendations for service level adjustments.

As the City’s asset management practices evolve, current asset funding levels, 5-year capital plans and strategies for addressing infrastructure gaps will result from analyzing the existing asset data.

Summary of Replacement Value

The assets contained within this report have a replacement value of an estimated \$293.5 million. A sizable percentage of the asset value is in the utility management of water, wastewater, and stormwater services. Building facilities and roadways comprise the majority of the remaining asset values, with a small portion in relative terms for sidewalks, parks, and fleet assets.

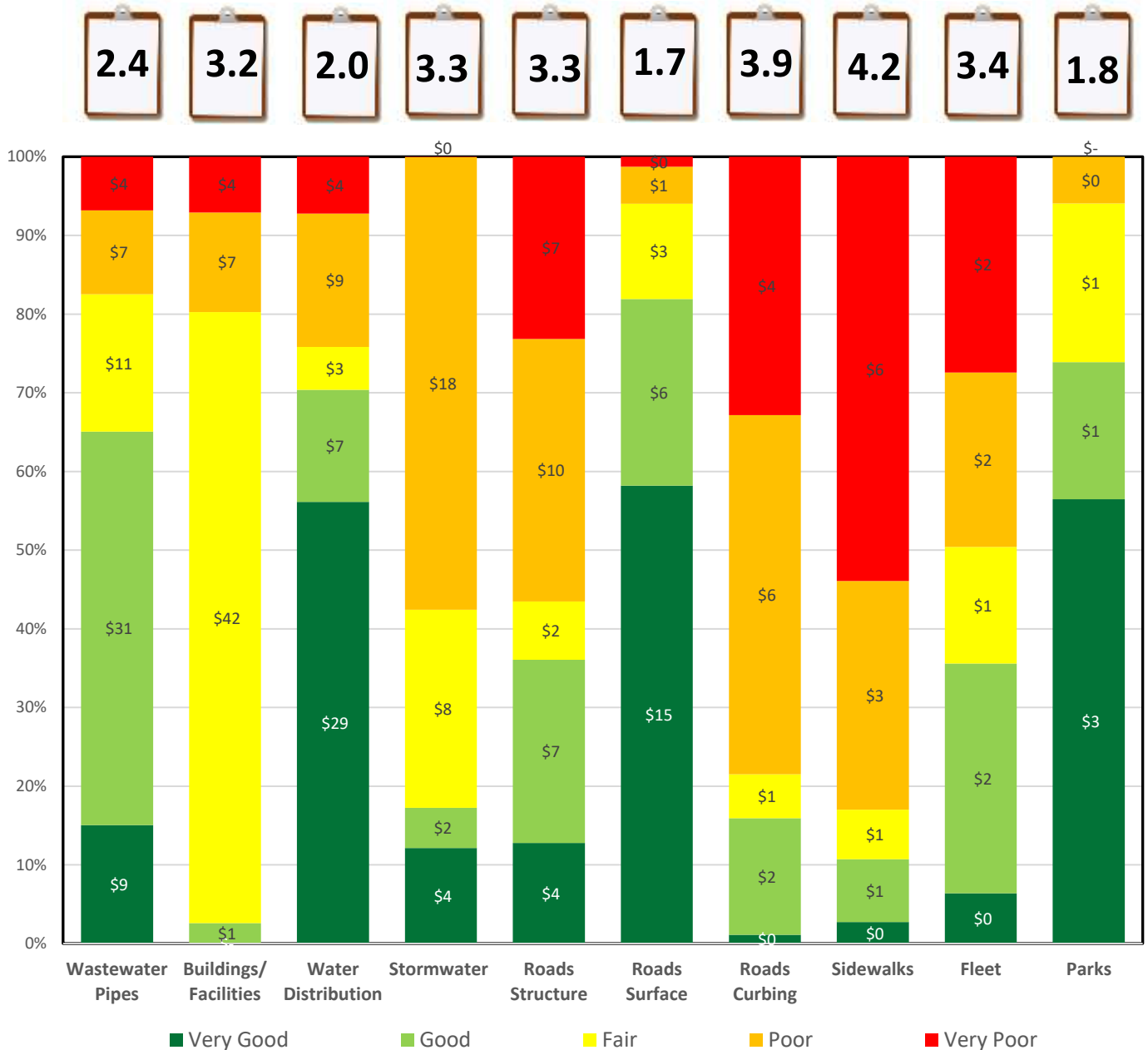
Summary of Replacement Value per Infrastructure Element (in millions)



Summary of Average Condition

The information on condition ratings presented in the figure below can be used to help inform future investment planning decisions and requested funding levels. Areas with a high percentage of assets with a Poor to Very Poor condition that are deemed essential or critical to residents may require an increase or redistribution of funding to improve their condition. Assets rated in Poor to Very Poor condition are worth approximately \$95 million. The data below is based on a value-weighted condition assessment.

Summary of Condition and Grade per infrastructure Element (in millions)



Local Infrastructure Reports

INFRASTRUCTURE ELEMENTS SUMMARY

The City’s current asset registry is comprised of the following ten infrastructure elements: Wastewater Pipes, Buildings/Facilities, Water Distribution, Stormwater Pipe Network, Roads Structure, Roads Surface, Sidewalks, Fleet and Parks. The following is a summary of each element, followed by individual detailed reports on each element.

TOTAL CITY

Replacement: \$293.5 million

Condition Grade: Fair

Condition Rating: 2.78

LARGEST ASSET CLASS

Wastewater - Pipes

Replacement: \$62.46 million

Condition Grade: Good

Condition Rating: 2.4

Buildings/Facilities

Replacement: \$53.72 million

Condition Grade: Fair

Condition Rating: 3.2

Water Distribution

Replacement: \$52.42 million

Condition Grade: Good

Condition Rating: 2.0

Stormwater Pipes

Replacement: \$30.94 million

Condition Grade: Fair

Condition Rating: 3.3

Roads - Structure

Replacement: \$30.52 million

Condition Grade: Fair

Condition Rating: 3.3

Roads - Surface

Replacement: \$25.80 million

Condition Grade: Good

Condition Rating: 1.7

Roads - Curbing

Replacement: \$13.62 million

Condition Grade: Poor

Condition Rating: 3.9

Sidewalks

Replacement: \$11.75 million

Condition Grade: Poor

Condition Rating: 4.2

Fleet

Replacement: \$6.87 million

Condition Grade: Fair

Condition Rating: 3.4

Parks

Replacement: \$5.41 million

Condition Grade: Good

Condition Rating: 1.8

WASTEWATER - PIPES

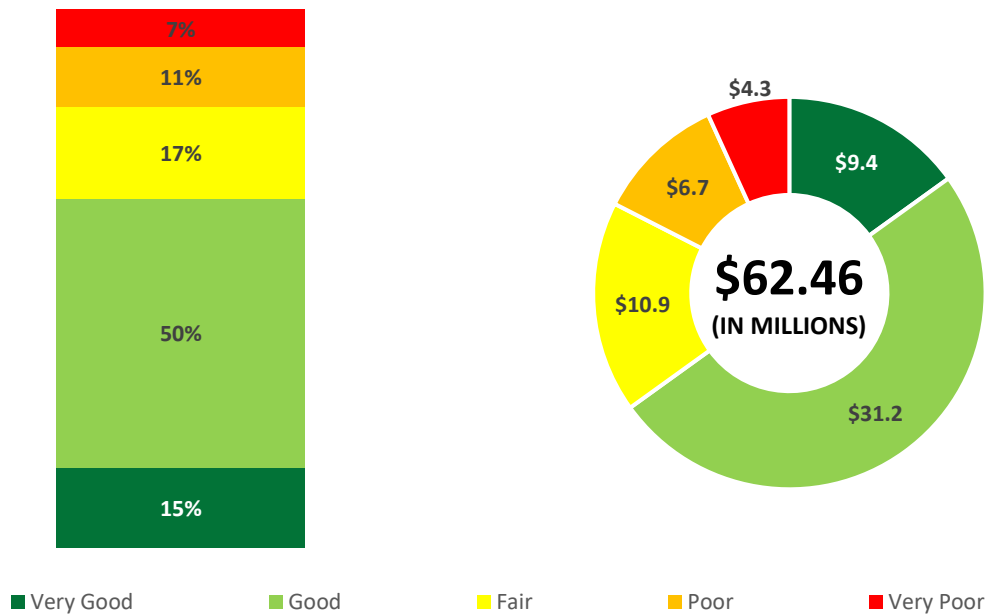
The City's Wastewater assets include 44,000m of underground pipes that transport wastewater to the City's lagoon. The pipes are primarily constructed of PVC and V.C.T. materials, with the City's oldest infrastructure dating back to 1913.

The condition rating for these assets is strictly based on the remaining useful life of the asset as a percentage of the asset's total expected life.

The majority of the existing assets have an expected life of 120 to 150 years, resulting in a fairly healthy remaining life for most current assets.

On average, the assets that fall within this category are in Good condition.

Condition and Total Replacement Value



Average Expected Life

139 YRS



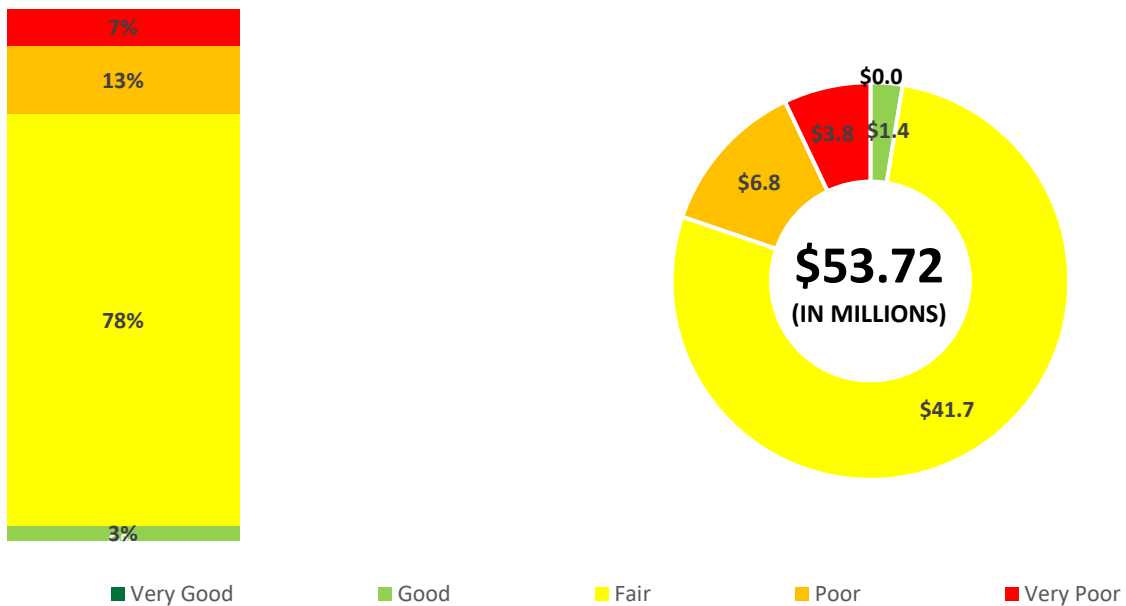
BUILDINGS/FACILITIES

The City has several municipal service buildings and operational facilities that are utilized across the various departments. This category includes a wide range of buildings designated for administration, culture, public works, recreation, and protective services activities. This category may expand over time to include ancillary buildings in addition to the primary facilities used for department operations.

Condition ratings for building/facility assets are based on the remaining useful life of the asset as a percentage of the asset's total expected life. Further work needs to be completed as part of the AM Plan to better evaluate the complexities inherent within buildings/facilities that make a straight-line evaluation less informative.

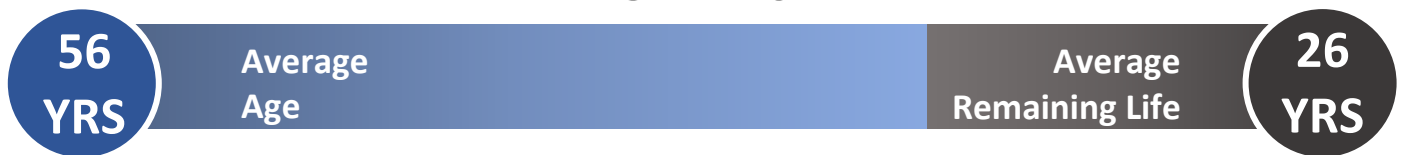
On average, the assets that fall within this category are in Fair condition.

Condition and Total Replacement Value



Average Expected Life

82 YRS



WATER DISTRIBUTION - PIPES

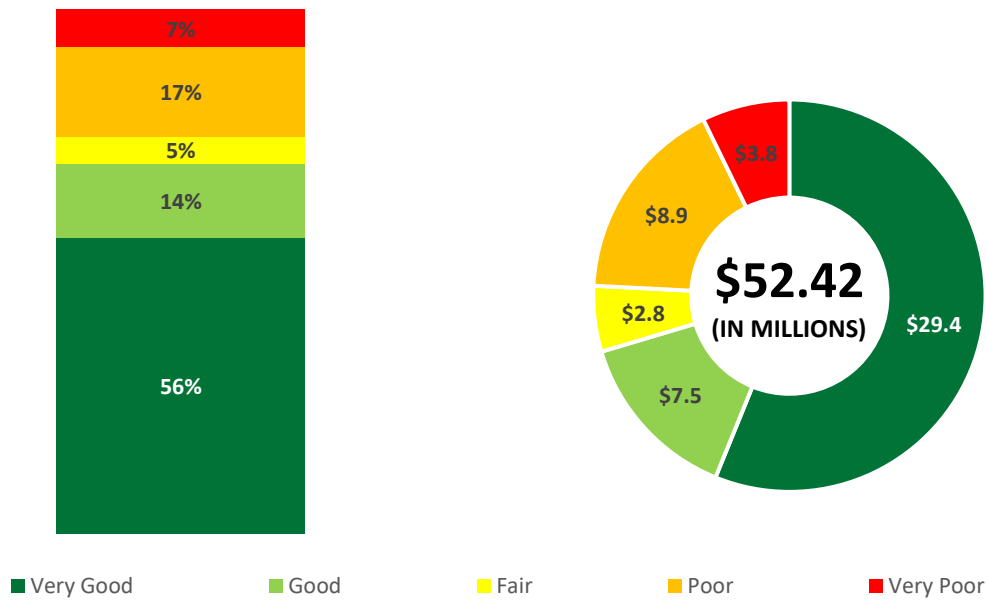
The City’s Water Distribution assets include over 58,000m of underground pipes that transport water from the treatment plant throughout the community. The pipes include a range of materials used throughout the history of the community, with the City’s oldest infrastructure dating back to 1914.

The condition rating for these assets is derived from a combination of break history and asset age. Pipes are rated to be replaced at the end of

their life expectancy unless they have a higher break history. In the case of a higher break history, the asset is rated in poorer condition when compared to other assets of a similar age. The expected useful life of these assets ranges anywhere from 60 years to 150 years depending primarily on the type of materials used at the time of installation.

On average, the assets that fall within this category are Good condition.

Condition and Total Replacement Value



Average Expected Life

127 YRS



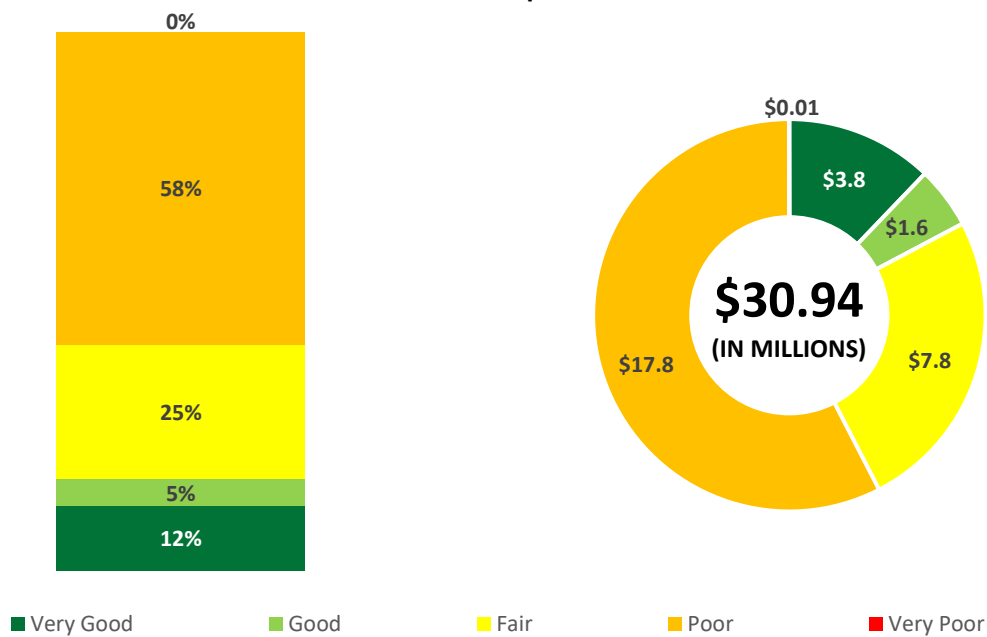
STORMWATER PIPE NETWORK

Within the City’s Stormwater Pipe Network asset registry, each asset consists of a portion of underground stormwater pipe, as well as all manholes, catch basins and catch basin leads. There are 28,000m of pipe, 336 manholes, 577 catch basins and over 4500 leads. Over 80% of the assets were installed during the 1960’s through the 1980’s.

The condition rating for these assets is strictly based on the remaining useful life of the asset as a percentage of the asset’s total expected life.

On average, the assets that fall within this category are in Fair condition.

Condition and Total Replacement Value



Average Expected Life

82 YRS



ROADS - STRUCTURE

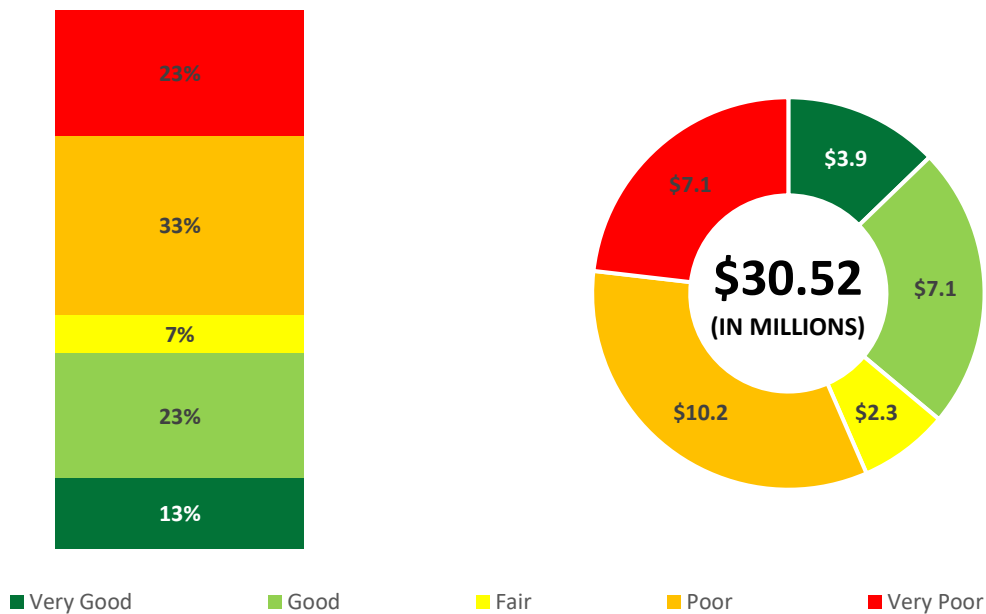
The City's road assets are divided into three categories: 1) surface, 2) structure, and 3) curbing.

The City's Road Structure assets consist primarily of gravel road base with an expected life of these assets ranging from 30 to 60 years.

The condition rating for these assets is determined strictly by the age of the asset.

On average, the assets that fall within this category are in Fair condition.

Condition and Total Replacement Value



Average Expected Life

52 YRS



ROADS - SURFACE

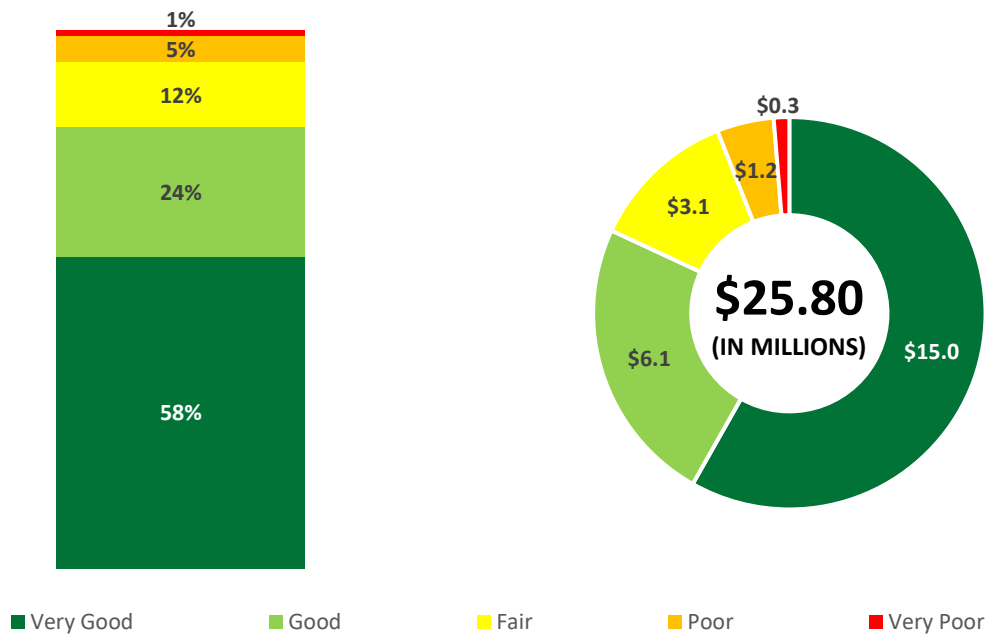
The City's road assets are divided into three categories: 1) surface, 2) structure, and 3) curbing.

The City's asset list contains over 700,000 square metres of road surface, however about 20% of the total area is gravel surface and therefore the value of those assets and their condition rating

are contained within the Road-Structure asset category. The condition rating for road surface for pavement is determined by a visual inspection of roadways, which were last completed in 2021.

On average, the assets that fall within this category are in Good condition.

Condition and Total Replacement Value



Average Expected Life

37 YRS



ROADS - CURBING

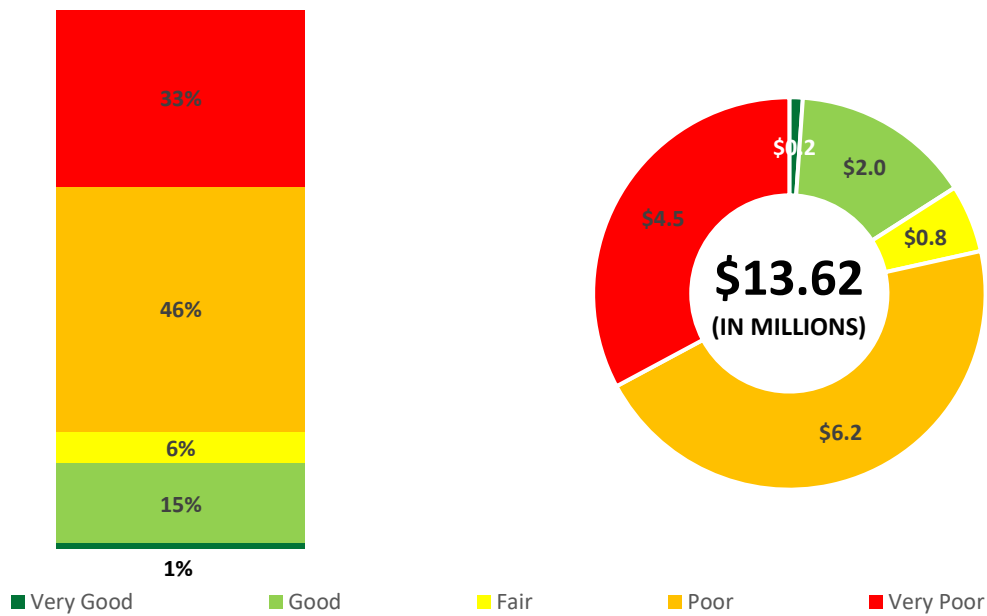
The City's road assets are divided into three categories: 1) surface, 2) structure, and 3) curbing.

50 years, and the condition rating associated with each asset is their remaining life as a percentage of this useful life.

The City's Road Curbing assets consist of an estimated 40,000 square metres of curbing. The useful life of curbing has been determined to be

On average, the assets that fall within this category are in Poor condition.

Condition and Total Replacement Value



Average Expected Life

50 YRS



SIDEWALKS

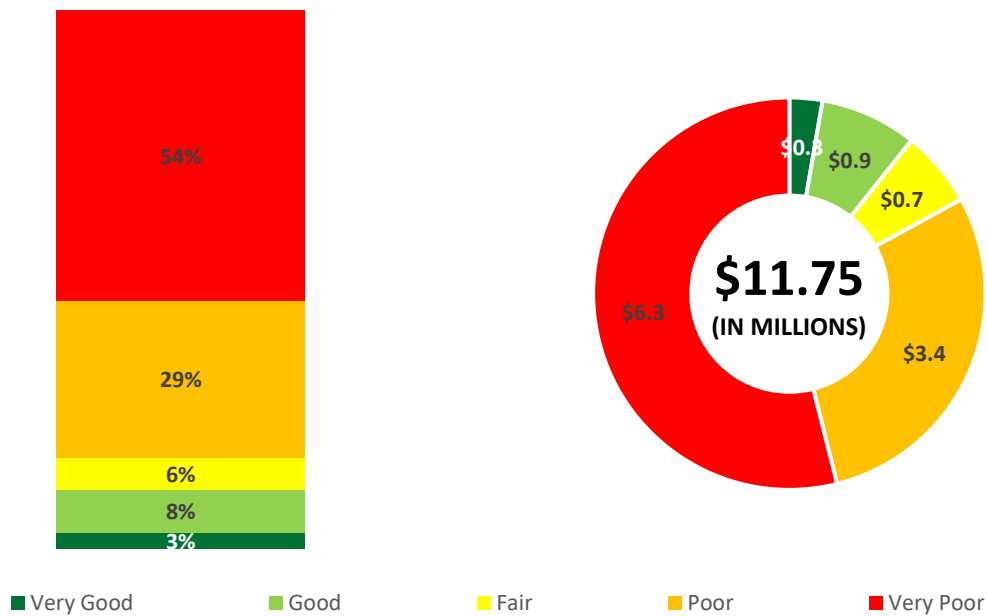
The assets in this category are comprised of an estimated 55,000 linear metres of concrete sidewalk running throughout the community.

The useful age of these assets is 50 years. Currently the condition rating system used for

these assets is strictly based on the age of the asset as a percentage of this useful life.

On average, the assets that fall within this category are in Poor condition.

Condition and Total Replacement Value



Average Expected Life

50 YRS



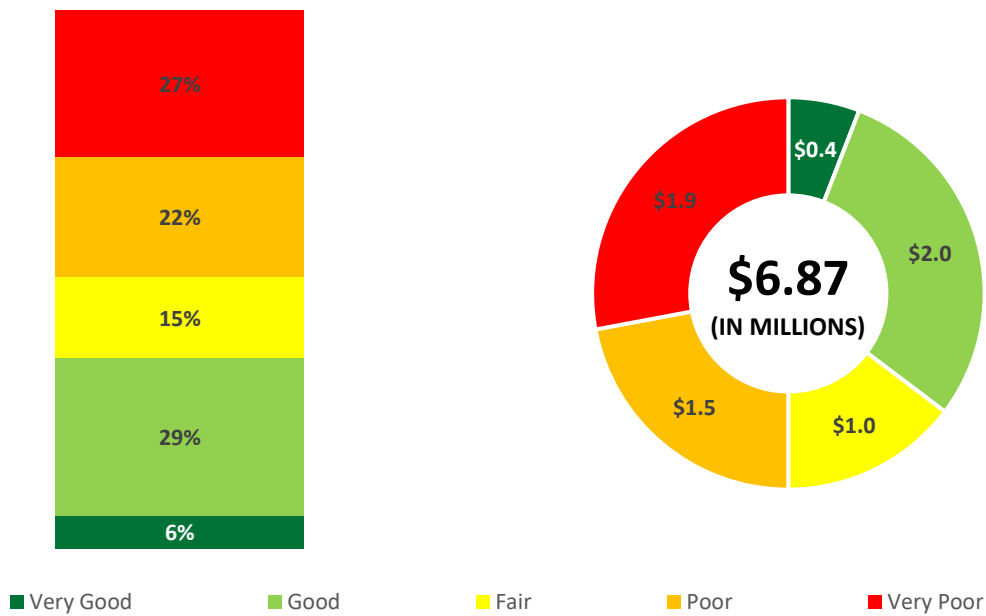
FLEET

The City has a wide range of fleet vehicles utilized to conduct day-to-day operations. The fleet includes a broad range of units from small mowers up to heavy machinery. Fleet equipment for all departments, regardless of use, are combined in the asset registry.

The condition ratings for fleet vehicles are calculated as a percentage of the remaining life of the vehicle compared to its expected useful life.

On average, the assets that fall within this category are in Fair condition.

Condition and Total Replacement Value



Average Expected Life

14 YRS



PARKS

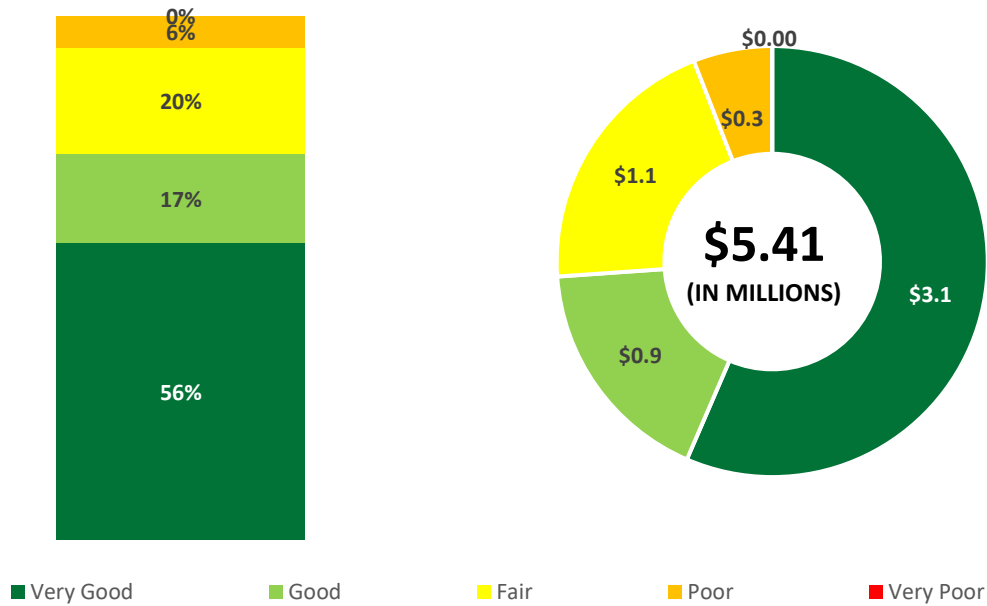
The City has a broad range of park assets located throughout the community’s municipal reserve spaces. The assets include benches, garbage cans, bike racks, tables, planters, pathways, fences, irrigation, play structures, pathway lighting, sportsfields and outdoor recreational amenities.

Condition ratings for these assets are based on an estimated life expectancy at the time of purchase, followed by periodic visual and

functional assessments, which may increase or decrease the useful life of the asset. An asset’s condition rating has been determined by dividing its remaining life by its updated useful life. A newly acquired asset will have a condition rating of “very good,” while an asset deemed “very poor” will have a small percentage of its useful life remaining.

On average, the assets that fall within this category are in Good condition.

Condition and Total Replacement Value



Average Expected Life

29 YRS





CITY OF HUMBOLDT REPORT

TITLE: Recommendation from Memorials Committee
PREPARED BY: Penny Lee, Marketing & Development Manager
REVIEWED BY: Joe Day, City Manager
PREPARED FOR: City Council
DATE: June 26, 2023

RECOMMENDATION

That, as recommended by the Memorials Committee, the City of Humboldt accept the proposal submitted by P. Machibroda Engineering Ltd. and proceed with Phase II Environmental Site Assessment at the site of the 2017-18 Humboldt Broncos bus tragedy.

BACKGROUND

The site of the 2017-18 Humboldt Broncos bus tragedy is at the junction of Highways 35 and 335. It has been brought to the Memorials Committee's attention that where they intend to construct a permanent memorial is the same location of an abandoned gas station.

CURRENT SITUATION

The preliminary design being considering for the site by representatives of the 2017-18 Broncos Families on the Memorials Committee includes some shallow excavation in the corner of the parcel of land.

An Environmental Site Assessment on any property previously inhabited by a fuelling facility is considered a standard practice. The Memorials Committee feels that it would be prudent to perform a Phase II Environmental Site Assessment prior to any final decisions being made on a design that requires excavation.

OPTIONS

1. Approve the recommendation.
2. Not approve the recommendation.

ATTACHMENTS

1. P. Machibroda ESA Proposal

COMMUNICATION AND ENGAGEMENT

N/A

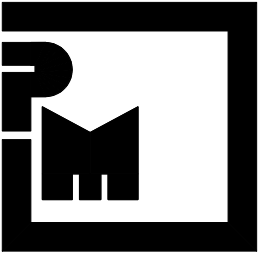


FINANCIAL IMPLICATION

If the recommendation is approved, fund for the proposal in the amount of \$19,275 will be withdrawn from the Memorials Reserve.

CONCLUSION

This step is the Committee doing their due diligence and will bring them one step closer to moving forward with constructing a permanent memorial at the site of the tragedy.



P.MACHIBRODA
ENGINEERING LTD.

CONSULTING GEOTECHNICAL AND
GEOENVIRONMENTAL ENGINEERS
AND GEOSCIENTISTS

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- Concrete Testing
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- Pile Driver Analyzer (PDA
Testing)



Member of the Association of
Consulting Engineering
Companies/Canada

May 9, 2023

Humboldt Bronco's Memorial Committee
Box 1000
Humboldt, SK S0K 2A0

ATTENTION: Kurt Leicht

E: kleicht17@me.com

C: 306.231.9059

**RE: PROPOSAL
PHASE II ENVIRONMENTAL SITE ASSESSMENT
NW CORNER OF HIGHWAY NOS. 35 & 335
PARCEL A, PLAN 101595001 EXT 16
RM OF CONNAUGHT NO. 457, SASKATCHEWAN
PMEL PROPOSAL NO. 20369**

INTRODUCTION

This proposal for a Phase II Environmental Site Assessment (ESA) has been prepared for the above referenced property (i.e., site) in response to your request of May 4, 2023. It is understood that a Phase II ESA is required to determine if the above referenced property (i.e., site) has been adversely impacted by releases (if any) of petroleum hydrocarbons (PHCs) associated with an abandoned fuelling facility (Operation ID 4232) formerly located at the site.

The scope of the proposed investigation does not include full delineation of adverse impacts (if any) identified at the site.

FIELD INVESTIGATION

In consideration of the above, PMEL proposes to drill up to five (5) boreholes at the site. It is proposed that the boreholes would be drilled to a depth of approximately 6.0 m below grade and would be placed in the vicinity of the underground storage tanks(s) (USTs) and/or the pump island. Soil samples would be recovered during test drilling at surface and at approximately 0.75 m intervals, as well as stratigraphic changes and/or staining. The collected soil samples would be field screened for vapours using a combustible gas indicator. At least one soil sample would be collected and preserved from each borehole for possible laboratory analysis.

Up to five (5) of the preserved soil samples would be submitted for laboratory chemical analysis of PHCs, including benzene, toluene, ethylbenzene, xylenes (BTEX) and PHC Fractions F1 to F4, inclusive.

Field “duplicate samples” would also be collected and analysed for PHCs to verify sampling techniques and the Quality Control and Quality Assurance (QA/QC) of the laboratory. In addition, up to three (3) soil samples would be recovered for grain size analysis.

Monitoring Wells (piezometers), consisting of a 50 mm (2 inch) diameter machine slotted screen with a solid riser pipe to surface, would be installed in four (4) of the Boreholes. Each monitoring well would be finished below grade and protected using a flush-mounted, steel bolt-down protective road boxes (covers). During a latter monitoring visit, groundwater samples would be recovered from the monitoring wells. The groundwater samples would be submitted for laboratory chemical analysis of dissolved PHCs. In addition, a field “duplicate sample” would be collected to verify sampling techniques and the QA/QC of the laboratory.

The hydraulic conductivity (i.e., slug test) of the subsurface soils would also be determined.

The field investigation would also include the layout and elevation survey (to a temporary benchmark) of the boreholes.

REPORT

A Phase II ESA report would be prepared based on the results of the field and laboratory results. The Phase II ESA report would include (but not be limited to) the following:

1. Preparation of a site plan;
2. Compilation of field drill logs;
3. Presentation of laboratory test results and comparison with applicable guidelines;
4. Description of the site, surrounding land use, topography and general soil and groundwater conditions; and
5. A determination as to whether the site has been adversely impacted by releases (if any) of PHCs.

FEE PROPOSAL

A cost estimate for conducting the previously described work is as follows:

Drilling	\$6,570.00
Field Investigation (Borehole Logging and Groundwater Sampling/Monitoring)	\$4,940.00
Laboratory Analysis	\$2,525.00
Report Preparation/Project Coordination.....	\$5,240.00
TOTAL:	\$19,275.00

At the completion of this project PMEL will contribute profits from this investigation to the Humboldt Bronco’s Memorial Committee in a Charitable Donation of \$2,000.

COST ASSUMPTIONS AND OPTIONAL COST ITEMS:

1. 5% GST will be added to all costs, if applicable.

2. The cost assumes that the site will be accessible for our truck or track-mounted drill rig and 4x4 service truck and does not include an allowance for any type of site access restrictions. If additional site access provisions are required, the additional costs will be charged at cost plus 10% (including standby and coordination charges).
3. **No allowance has been included for private utility locates (e.g., fuel lines, private power lines, water lines, etc.).** If required, the cost of the private utility locates will be charged at cost plus 10% (including coordination charges).
4. In the event that the Consultant's work is interrupted due to delays (i.e., changes to the above scope of work at the request of the client, standby awaiting client instruction, etc.), other than delays caused by the Consultant, the standby costs will be charged at a rate of \$320/hour (for the 3-person drill crew).
5. Cost does not include site clearing (i.e., snow removal, tree removal) required (if any) at the site. If necessary and approved by the client, site clearing will be invoiced to the client at cost plus 10%.
6. Costs for removal of investigation derived waste (i.e., soil cuttings) from the site have not been included in this proposal. If required, PMEL will coordinate the removal and disposal of auger cuttings (charged at cost plus 10%, including coordination time).
7. Costs for decommissioning of monitoring wells have not been included in this proposal.

The scope of work will not be increased without authorization from your project manager. If the scope of work is changed from that described above, costs for the investigation will be charged in accordance with the unit rates presented below.

TASK	ITEM	UNIT	PRICE
DRILLING			
	Mobilization/Demobilization	Each	\$660.00
	Drill Rig and crew travel - regular time	Hours	\$258.00
	Drill Rig and crew travel - overtime	Hours	\$286.00
	Safety Meeting	Hours	\$192.00
	Drill Rig on site - regular time	Hours	\$290.00
	Drill Rig on site - overtime	Hours	\$330.00
	Unit charge per metre investigated	Metres	\$8.00
	Piezometer Riser - Non-Threaded	Metres	\$18.50
	Piezometer Screen - Non-Threaded	Metres	\$30.00
	Piezometer Tops/Bottoms - Non-Threaded	Each	\$11.70
	Sand	Bag	\$26.00
	Bentonite	Bag	\$25.00
	Protective Well Cover (road box)	Each	\$110.00
	Protective Well Cover (protective steel casing)	Each	\$210.00
	Cement	Bag	\$22.00
	Cuttings Disposal Tote	Each	\$125.00
	Trimble Day Charge	Day	\$52.50
FIELD INVESTIGATION			
	Service Truck Travel - primary roads	km	\$1.85
	Light Truck Travel - primary roads	km	\$1.10
	Breakfast (per person per day)	Each	\$13.00
	Lunch (per person per day)	Each	\$22.00
	Supper (per person per day)	Each	\$35.00
	Tech Site Time - regular time	Hours	\$127.00
	Tech Site Time - overtime	Hours	\$190.00
	Bailers	Each	\$25.00
LAB ANALYSIS			
	Grain Size	Each	\$60.00
	BTEX, F1 to F4 (soil)	Each	\$225.00
	BTEX, F1-F2 (water)	Each	\$175.00
REPORT/PROJECT COORDINATION			
	Public Utility Line Locates	Each	\$390.00
	Senior Engineer	Hour	\$220.00
	Engineer	Hour	\$195.00
	Engineer-in-Training		\$145.00
	Drafting	Hour	\$110.00
	Clerical	Hour	\$71.50

INVESTIGATION DERIVED WASTE

Investigation derived waste (e.g., soil cuttings) from the site will be placed in an appropriate container (1 m³ tote bag) and stored on-site. If laboratory analysis confirms that this soil is contaminated, special handling by a licensed waste handler is required to remove the material from the site. Costs for additional characterization of the waste (if required) and removal of the waste from the site have not been included in this proposal. If requested, PMEL will coordinate additional characterization (if required) and disposal in accordance with relevant requirements (charged at cost plus 10%, including coordination time).

MONITORING WELL DECOMMISSIONING

It is recommended that the piezometers should be decommissioned once they are no longer needed. Decommissioning could consist of backfilling the piezometer pipe with bentonite chips or grout, cutting off the piezometer and placing a bentonite seal at the surface. Piezometers that are not properly decommissioned could potentially be a future source of liability for the Owner; as such, proper decommissioning of all piezometers is strongly recommended.

PMEL will not accept any future liability associated with inadequate decommissioning of piezometers. Costs for decommissioning of monitoring wells have not been included in this proposal. Costs for decommissioning piezometers can be provided by PMEL upon request.

SCHEDULE

We are prepared to commence drilling within approximately two to three weeks of client authorization. Soil laboratory results are received from the lab one to two weeks following drilling and groundwater laboratory results are received two to three weeks after drilling. The Phase II ESA report would be available approximately four to six weeks following the drilling investigation.

SAFETY

PMEL is committed to Safety and has a well-defined safety program which has received Certificate of Recognition (COR) status from the Saskatchewan Construction Safety Association (SCSA). PMEL maintains the principles of the COR program by ensuring the health and safety of our employees and the general public. PMEL COR Number 0147 is valid until April 30, 2024.

SITE ACCESS AND UNDERGROUND UTILITIES

The budget cost assumes direct, unencumbered site access for our drill rig. No allowance has been made for site access restrictions, crop protection, clubroot prevention, or snow removal.

Please note that depending on field conditions at the time of test drilling, some disturbance of the site (i.e., rutting, wheel marks, etc.), as a result of our equipment accessing the site, should be expected. If this is an issue, the field investigation should be delayed until the site is capable of supporting our truck-mounted drilling rig and one ton service truck.

PMEL will arrange to locate the non-private, underground utilities within the footprint of the area to be investigated (i.e., SaskTel, SaskPower, etc.). **Please note that any privately installed underground utilities are not included in the services check.** Hence, any privately installed underground utilities (e.g., water and sewer lines, drainage lines, power lines, communications cables, storage tanks, product distribution/delivery lines, underground sprinklers etc.) which may exist within the work area must be located by the client and/or clearance provided to PMEL prior to field test drilling.

No allowance has been included for locating private utility lines. PMEL can coordinate private utility locates (upon request/if required). If private utility locates are required, the client will be charged at cost + 10%.

ENVIRONMENTAL CODE REQUIREMENTS

In accordance with the Saskatchewan Environmental Code, if concentrations of substances of potential concern are discovered at the site exceeding the Reportable Concentrations as outlined in Table 2 of the *Discharge and Discovery Reporting Standard* the site must be reported to the Ministry of Environment.

INSURANCE

P. Machibroda Engineering Ltd. (PMEL) is fully qualified and authorized to practice in the subject discipline in the Province of Saskatchewan in accordance with the Association of Professional Engineers and Geoscientists of Saskatchewan, Certificate of Authorization No. 172. PMEL maintains general liability, errors and omissions, and environmental liability insurance.

PAYMENT

One-half of the project cost shall be paid to PMEL prior to commencing the investigation. The client shall pay the remaining one-half of the project cost prior to receipt of the final report. Accounts unpaid by the client 30 days after presentation shall bear interest of 2 percent per month, calculated and compounded monthly. Any other related expenses incurred by PMEL in collecting delinquent invoice amounts shall be paid by the client.

CLOSURE

We trust that this proposal meets with your approval. The terms and conditions presented herein are considered valid for 30 days from the date shown. Please call if additional information is required.

Yours very truly,

P. MACHIBRODA ENGINEERING LTD.



Danielle Prebble, P.Eng.

DP:zz

ATTACHMENTS:

Consulting Agreement

(Please sign and return to PMEL if terms of proposal are considered acceptable)

Client Information Form

(To be filled out by the client and returned)

Pre-Drilling Site Assessment

(To be filled out by the client and returned)

Permission for Phase II ESA

(To be filled out by the current property owner and returned)

Authorization of Correspondence

(To be filled out by the current property owner and returned)

Consulting Agreement and General Conditions

THIS CONSULTING AGREEMENT ("Agreement") dated this _____ day of _____, 20____

BETWEEN:

Name: _____

Address: _____

Phone: _____ Email: _____

(The "Client")

-AND-

P. Machibroda Engineering Ltd. of 806 – 48th Street East, Saskatoon, Saskatchewan, S7K 3Y4

(The "Consultant")

Agree As Follows:

The Client believes that the Consultant is qualified, experienced and able to provide agreed upon services. The Consultant agrees to provide those services as set out in this Agreement.

Authorization to Proceed

The signing of this Agreement, and/or issuance of a purchase order, and/or verbal authorization to begin services by the Client will serve as authorization for the Consultant, to proceed with the services called for in this Agreement and acceptance of these Terms and Conditions

Entire Agreement

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement between the Consultant and the Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both the Client and the Consultant.

Services Provided

1. The Client hereby agrees to engage the Consultant to provide the Client with the services (the "Services") as per Proposal No. 20369 dated May 9, 2023 attached to this Agreement. The Services will also include any other tasks, which the parties may agree to, in writing. The term of this Agreement will begin on _____ and will remain in full force and effect until the completion of the Services, or unless otherwise terminated by the parties as set out in Section 14 of this Agreement.
2. During the performance of services, imagery, including video may be taken by the Consultant and/or obtained from a Third Party for the exclusive use of the services.

Capacity/Independent Contractor

3. It is expressly agreed that the Consultant is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Indemnity

4. Client agrees to defend, indemnify, protect and hold harmless the Consultant and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the Services provided by the Consultant under this Agreement, unless such injury or loss is caused by the sole negligence of the Consultant.

Limitation of Liability

5. Notwithstanding any other provision of this Agreement, the total liability of the Consultant, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to the Consultant for the Services. All claims by Client shall be deemed relinquished unless filed with six months after substantial completion of the Services. In addition, the Consultant shall not be liable for consequential, incidental or indirect damages as a result of the performance of this Agreement.

Client Responsibility

6. (a) The Consultant is entitled to rely upon the accuracy and completeness of information and data furnished by the Client, including information and data originating from an employee or agent, of the Client, whether such person is engaged at the request of the Consultant, the Client or otherwise;
- (b) The Client will promptly notify the Consultant whenever the Client or the Client's representative becomes aware of any defects or deficiencies in the Services;

- (c) The Client will obtain required approvals, licences, and permits from municipal, governmental or other authorities so as not to delay the Consultant in the performance of the Services;
- (d) The Client grants the Consultant the right to enter the subject site to the extent necessary to complete the Services and warrants that all affected parties have been notified of the Consultant's activities on site by the Client, ahead of when the Services are to begin. The right of the Consultant to enter any property or site, in the execution of the Services, shall include all necessary disturbance to the surface and subsurface soils as required to complete the work. The Consultant will take all reasonable precautions to minimize site damage within the limitations of site conditions and the equipment utilized. Prior to accessing the site, the Client shall disclose to the Consultant, any and all information of which the Client has or may be deemed to have knowledge of affecting the condition of the site;
- (e) The Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of the Consultant, nor is the Consultant responsible for their acts or omissions or for any damages resulting therefrom; and
- (f) The Consultant may suspend performance of services under this Agreement if the Client fails to make payment in accordance with the terms; the Client becomes insolvent, enters bankruptcy, receivership, or other like proceeding or makes an assignment for the benefit of creditors; or the Consultant reasonably believes the Client will be unable to pay in accordance with the terms and notifies the Client in writing prior to suspension of services.

Compensation

- 7. (a) The Client will pay to the Consultant the Fees and Reimbursable Expenses set out in this Agreement plus applicable taxes. Projects will be billed out either at a Unit-Rate or Lump Sum rate, and will be agreed upon by the Parties. This will be set out in the proposal letter for the project prepared by the Consultant. The explanation for the two different rates is set out below:
 - i. Unit-Rates Projects: Actual fees and charges incurred in accordance with this Agreement. Labour, Equipment and Materials Sheets (LEMs) will be completed by field employee(s) and signed off by the Client's site representative when applicable, the quantity will be used with the established rates set out in this Agreement. The Consultant does not guarantee the accuracy of probable costs and are supplied only for the general guidance of the Client.
 - ii. Lump-Sum Projects: For the services rendered by the Consultant as requires by this Agreement, the Client will pay to the Consultant the Lump-Sum amount set out in the abovementioned Proposal.
- (b) All payments shall be in Canadian Currency. Unless otherwise stated in the Agreement, invoices will be submitted by the Consultant either at the completion of the work or on a semi-monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late fee of two percent (2.0%) per month computed at 31 days from the date of invoice. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by the Consultant in the collection of delinquent invoice amounts shall be paid by the Client. **IN THE EVENT THE CLIENT DISPUTES ALL OR PART OF AN INVOICE, THE CLIENT MUST ADVISE THE CONSULTANT IN WRITING WITHIN FIFTEEN (15) DAYS FROM INVOICE DATE. UNDISPUTED PORTIONS ARE SUBJECT TO PAYMENT WITHIN THIRTY (30) DAYS.**
- (c) Should the Client request a change to the Services, which requires the Consultant to provide additional Services beyond those contemplated at the time the Consultant signed the Agreement, before undertaking such additional Services the Client and the Consultant will agree in writing upon the Consultant's remuneration and time for providing the additional Services. Failing an agreement with the Client, the Client will pay the Consultant for the additional Services at the hourly rates set by the Consultant and attached to this Agreement and any additional expense incurred, and grant a reasonable extension of time to the Consultant for the performance of the additional Services.
- (d) Should the Client request a change to the Services, which renders useless a part of the Services already provided, the Client nonetheless will pay the Consultant in accordance with this Agreement for Services already provided, which the change has rendered useless.
- (e) Should it prove necessary for the Consultant to rework or revise the plans and specifications forming part of the Services for reasons which the Consultant could not reasonably foresee when the Agreement was signed, or owing to the default or the insolvency of the Client or a subcontractor, or as a result of the Client's suspension of the Services, or because of damage to the project by fire or some other cause, the Client will pay the Consultant for any reworked or revised plans and specifications at the hourly rates set out by the Consultant.

8. Work beyond the scope of Services or re-doing any part of the project through no fault of the Consultant, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. In the event that the Consultant's work is interrupted due to delays other than delays caused by the Consultant, the Consultant shall be compensated (based on the Consultant's current Fee Schedule) for the additional labour or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by the Consultant for demobilization and subsequent remobilization. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by the Consultant at the commencement of this Agreement, the Consultant shall notify the Client in writing of the newly discovered conditions or circumstances and the impact on the Agreement. The Client and the Consultant agree to negotiate in good faith any changes to the price, terms and conditions or schedule of this Agreement. The Client acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall the Consultant be bound to any terms and conditions on such form regardless of reference to or signature. The Client shall endeavor to reference this Agreement on any purchase order (or any other form), but the Client's failure to do so shall not operate to modify this Agreement.
9. The drilling costs assume direct, unencumbered site access for drilling equipment and support vehicles. Site access provisions and/or site preparation in the event of unsuitable subgrades/access conditions will be charged to the Client at a cost above the quoted invoice price (including coordination and standby charges) with an added charge of 10% to the invoice.
10. In performing the work, the Consultant shall demonstrate a degree of diligence and professionalism generally accepted within the profession for the performance of similar services at the time and place the services are provided.

Dispute Resolution

11. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step:
 - (a) The technical and contractual personnel for each party performing this Agreement shall first attempt to resolve the dispute; If the dispute is not resolved it may next be referred to the executive management of each party to negotiate a resolution;
 - (b) If a dispute has not been resolved by negotiations, either party may notify the other party that it wishes the dispute to be resolved by mediation. If the parties are unable to agree upon the choice of a mediator, either party may apply to a superior court in the jurisdiction where the Services are being performed to appoint a mediator; and
 - (c) Should mediation not resolve the dispute, a party may refer the unresolved dispute to the courts or, upon mutual agreement, to any other form of dispute resolution, including binding arbitration. If the parties proceed through the court system, it shall be the court system of the jurisdiction of the Consultant office that is entering into this Agreement. Client hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and fees.

Exclusive Use

12. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by the Consultant are for the exclusive use of the Client and Agents for the project specified. No other use is authorized under this Agreement. The Client releases the Consultant from liability and agrees to defend, indemnify, protect and hold harmless the Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from unauthorized distribution.

Field Representation

13. Unless otherwise expressly agreed in writing, the Consultant shall not be responsible for the safety or direction of the means and methods at the Client's site where the Services are performed of contractors or their employees or agents that are not hired by the Consultant, and the presence of the Consultant at the Client's site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, Client will advise any contractors that the Consultant's services are so limited. The Consultant will not assume the role of "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed to in writing.
14. The Client has and shall retain all responsibility and liability for the environmental conditions on the where the Services are to be performed.

Termination

15. This Agreement may be terminated by either party upon (15) days' written notice to the other. In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by the Consultant to the termination date. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

Assignment

16. Neither party shall assign its interest in this Agreement without the written consent of the other except that the Consultant may assign its interest in the Agreement to related or affiliated companies of the Consultant without the consent of the Client.

Severability

17. If any provision of this Consulting Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision will be severed from this Consulting Agreement and the other provisions of this Consulting Agreement will remain in full force and effect.

Additional Provisions

18. Soil samples will be disposed of 30 days after receipt of a final report. Upon written request of the Client, the Consultant will store samples for a longer period of time for a reasonable fee.

19. For all intrusive environmental investigations and for geotechnical investigations where recovered soils are reasonably suspected to be contaminated, these soils will be stored in 1 cubic metre tote bags. Laboratory testing of the stored soils will be required prior to disposal, and all costs associated with testing and disposal of the affected soils shall be the responsibility of the Client.

20. The Consultant will exercise reasonable care to locate the underground facilities within the footprint of the area to be investigated, however, the Client shall indemnify and save harmless the Consultant and the Consultants agents, officers, employees, against all claims and demands made for injury or damage resulting from unidentified facilities. The Client hereby agrees to assume all risk of loss, damage or injury to person and property except to the extent of such loss, damage or injury as caused or contributed to by negligence of the Consultant or the Consultant and its servants, employees or agents.

21. Costs for decommissioning of piezometers/monitoring wells have not been included as part of the proposal. The Client is responsible for adequate decommissioning of all piezometers/monitoring wells; the Consultant can provide decommissioning services and/or guidance for proper decommissioning at an additional cost. The Consultant will not accept any liability associated with inadequate decommissioning of piezometers/monitoring wells.

22. In accordance with Canadian anti-spam legislation, the Client consents to the Consultant contacting the Client and its personnel through electronic messages relating to the Consultant’s services. The Client may withdraw any such consent by contacting the Consultant.

Governing Law

23. This Agreement is governed by the laws of Saskatchewan. The Client will agree to attorn to the jurisdiction of Saskatchewan for any action related to this Agreement.

The Client and the Consultant acknowledge that each has read and agrees to these Terms and Conditions along with pricing from proposal number 20369 which are incorporated herein and made part of this Agreement.

Client Name: _____

P. MACHIBRODA ENGINEERING LTD.

Per: _____
(Signature)

Per: _____
(Signature)

Name (please print)

Name (please print)

Title: _____

Title: _____

Date: _____

Date: _____



Client Information Form

Legal Name: _____

Phone No.: _____ Fax No.: _____

Company Email: _____ Website: _____

Bill To Address: _____

Ship To Address (if different from above): _____

A/P Contact: _____ Email: _____

GST Exempt No Yes GST No.: _____

Corporation/Partnership Individual

Project Contact Name: _____ Email: _____

Phone No.: _____ Cell No.: _____

Office Use Only:

SAP BP Code: _____

SAP Group: _____

Date Entered: _____ Initials: _____



DATE: _____

PROJECT INFORMATION

PMEL File No. _____ **PMEL Project Engineer:** _____

Project Description: _____

Client Contact: _____

Local Contact: _____

SITE LOCATION

Street Address: _____ **Town/City:** _____

LLD: NE NW
 SE SW **Sec.** _____ **Twp** _____ **Rge** _____ **W** _____ **M**

Parcel No _____ **Plan No** _____

Lot _____ **Block** _____

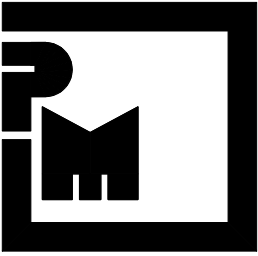
Item	Yes	No	N/A	Remarks
1. Are there any overhead obstructions for the drilling or digging equipment? (i.e., power lines, trees, etc).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are roadways to the site/access drivable for a truck mounted rig or digging equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Does the site have any steep or uneven terrain?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Is there soft or wet ground, standing water or low lying areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Are there any gates required to be unlocked for our crew to access the site? If so, who do we contact?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Is the area large enough for the prescribed equipment? (Approximately 15,000 to 20,000 kg)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Will the work area be located off or adjacent to the crest of a slope?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Are there any tenants or site owners that need to be notified prior to our arrival on site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Have the public utilities been located already? If so, please provide details.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Are there any privately owned underground utilities? If so, are there drawings showing these lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will snow removal/brush clearing be required? If so, will PMEL be responsible for coordinating?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Are any special permits/licenses required for access to the site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Are there any special safety requirements for accessing the site? (PPE, Training, Permits, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Has a site plan been provided showing proposed and/or existing site features? If not, have the proposed structures and/or test hole locations been laid out?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Will traffic control be required to complete the test drilling? (signage, cones, lane closures, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Is a Wildfire Management Plan required for the site? If so, has it been completed? (Attach)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Completed By (Client): _____

Date: _____

(PMEL): _____

Date: _____



**P.MACHIBRODA
ENGINEERING LTD.**

CONSULTING GEOTECHNICAL AND
GEOENVIRONMENTAL ENGINEERS
AND GEOSCIENTISTS

806-48th STREET EAST
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F: 306.652.2092
E: pmel.sk@machibroda.com

www.machibroda.com

- Geotechnical Engineering
- Foundation Design
Recommendations
- Inspection Services
- Earthwork Structures
- Slope Stability
- Pavement Design
- Hydrogeological Studies
- Environmental Site
Assessments
- Site Decommissioning and
Clean-up
- Test Drilling Services
- Piezocone (CPTu) Testing
- Soils Testing
- Concrete Testing
- Asphalt Testing
- Pile Driver Analyzer (PDA
Testing)



Member of the Association of
Consulting Engineering
Companies/Canada

Date: _____

RE: AUTHORIZATION TO CONDUCT A PHASE II ENVIRONMENTAL SITE ASSESSMENT

This letter provides authorization for P. Machibroda Engineering Ltd. (PMEL) to conduct a Phase II Environmental Site Assessment (ESA) in accordance with the Canadian Standards Association (CSAZ769-00) Standards for Phase II ESAs on the subject property referenced below.

In accordance with the Saskatchewan Environmental Code, if concentrations of substances of potential concern are discovered at the site exceeding the Reportable Concentrations, as outlined in Table 2 of the Discharge and Discovery Reporting Standard, the site is considered impacted and PMEL must report the site to the Ministry of Environment.

Civic Address:

Legal Land Description:

Property Owner Information (please print):

Company Name: _____

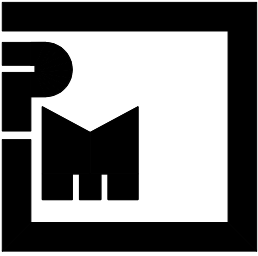
Contact Person: _____

Address: _____

Phone/Fax No.: _____

E-Mail: _____

Owner Signature: _____



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- Concrete Testing
- Asphalt Testing
- Pile Driver Analyzer (PDA
Testing)



Member of the Association of
Consulting Engineering
Companies/Canada

Date: _____

RE: AUTHORIZATION OF CORRESPONDENCE

This letter provides authorization for the Ministry of Environment to correspond directly with the contracted consultants (i.e., P. Machibroda Engineering Ltd.) with regards to the subject property referenced below.

Civic Address:

Legal Land Description:

Property Owner Information (please print):

Company Name: _____

Contact Person: _____

Address: _____

Phone/Fax No.: _____

E-Mail: _____

Owner Signature: _____



CITY OF HUMBOLDT REPORT

TITLE: Carl Schenn Storm Dry Pond Tender

PREPARED BY: Peter Bergquist A.Sc.T; Public Works and Utilities Director

REVIEWED BY: Lori Yaworski, Acting City Manager

PREPARED FOR: City Council

DATE: June 26, 2023

RECOMMENDATION

That the City award the Carl Schenn Storm Dry Pond Project to Wilco Contractors Southwest Inc. in the amount of approximately \$1,513,460 (plus applicable taxes).

BACKGROUND

The Carl Schenn Dry Pond was identified as the first project to pursue to address surface flooding primarily in the Barnes Crescent area. ISL Engineering created the tender drawings and assisted the city in the tender process. Included in this tender was also the building of the new gravel road along 12th Avenue from 21st Street to Peck Road. The new road was needed as a haul route and clay would be supplied from Carl Schenn excavation to construct the road.

CURRENT SITUATION

The tender was issued to SaskTenders and on the Bidsandtenders website. The tender closed on May 26th. The lowest bidder was Wilco Contractors Southwest Inc of Saskatoon. Bids are summarized as follows:

Contractor Name	Net Bid Price (Not Included Taxes)
Wilco Contractors Southwest Inc.	\$1,924,545.00
Brockman Enterprises Ltd.	\$2,143,342.98

The lowest tender exceeded the 2023 budget significantly, therefore as per the tender documents; highest ranked proponent (Wilco) was contacted, and the project negotiated. Negotiations included switching products, lessening, or deleting components and seeking general areas of reductions.

The negotiations concluded the following modifications to get the project closer to budget:

1. North Block wall deleted – Due to cost this was removed. The north concrete lookout point will be tied into the bank of the dry pond slope.
2. West pond floor seating was deleted to reduce costs.
3. Pipe Sizes and Composition Substitute to lower costs. PVC to HDPE where possible. Slightly smaller pipe diameters in some locations.
4. A pipe section replacement and related roadwork on Barnes Crescent was removed.
5. Catch basin (CB) reconfiguration and material substitute in Barnes Crescent and pond bottom. PVC to HDPE, Concrete CBs to PVC.
6. Reduction in the number of Manholes where possible.
7. Roadway patching moved to 2024 – to be completed with other city paving.
8. Contractor maintenance and irrigation of seed/grass is included for one full growing season is still included; however, if this work can be done by hiring additional city staff and equipment; if so then \$40,000 can come off the total recommended value.
9. An alternate cost for Sod is an extra \$86,500 for the project. If council desires this to be part of the project, the extra value will need to be added to the total recommendation value.

OPTIONS

- Approve the tender award.
- Not approve the tender award.

ATTACHMENTS

Drawing - Deletions of Project Features

COMMUNICATION AND ENGAGEMENT

The bidding contractors will be notified of the decision.

FINANCIAL IMPLICATION

The 2023 budgets were \$1,515,340 for the Carl Schenn Dry Pond and \$112,000 for the 12th Avenue Road Construction. Total: \$1,627,340 (including PST).



After negotiations, the revised project cost is approximately:

Pond and 12 th Ave Road construction:	\$1,513,460
PST	\$90,808
Contingency (5%)	\$80,213
<u>Engineering</u>	<u>\$175,000</u>
Grande Total:	\$1,859,481

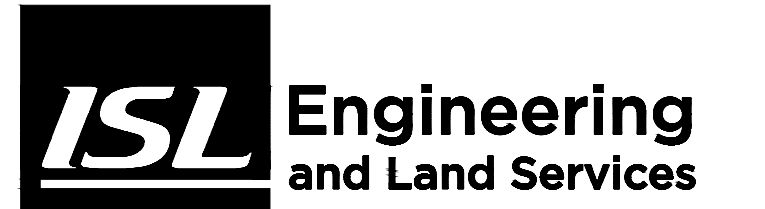
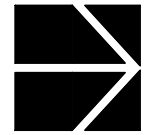
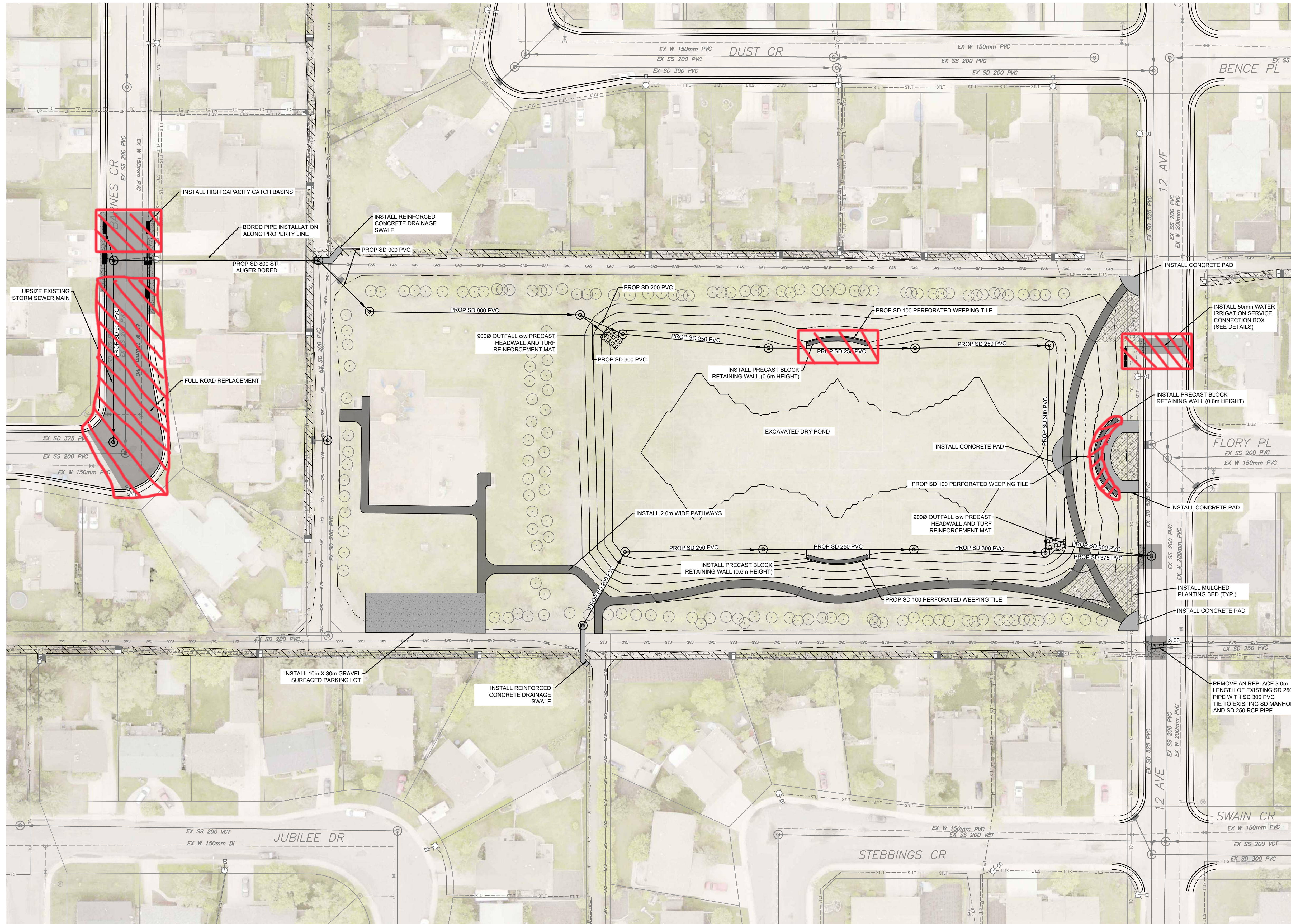
Therefore, the project is anticipated to be overbudget by approximately \$232,141.

The project is funded by the collection of storm water levies from utility bills and applicable grants.

CONCLUSION

The negotiated modifications appear to be practical to achieve the desired outcome of the project. Wilco Contractors Southwest Inc has a good reputation in the industry and has completed the last three dry ponds in Saskatoon. Staff are confident in their abilities to successfully complete the work.

G:\PROJECTS\1600016276_SCHENN_PARK_DRY_POND\02_DRAFTING\202_PRODUCTION\02-IFT-R1\16276_C01-SITE PLAN.DWG



Saskatoon Office 306.954.1880
619 Main Street, Saskatoon, SK S7H 0J8

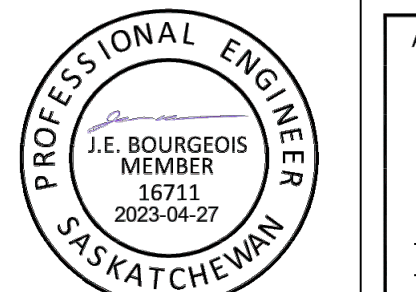
Note
This drawing, as an instrument of service, is the property of the Engineer and may not be reproduced without permission and unless the reproduction carries their name. All designs and other information shown on this drawing are for the use on the specified project only and shall not be used otherwise without the written permission of the Engineer.

Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions shown on the job and the Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the Engineer for approval prior to proceeding with fabrication.



- NOTES**
1. ALL PIPE SIZES ARE IN MILLIMETRES AND ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED.
 2. CONTRACTOR SHALL BE RESPONSIBLE TO CONFIRM ELEVATION AND LOCATIONS OF ALL EXISTING UTILITIES AND IS RESPONSIBLE FOR ALL CROSSING PERMITTING, COORDINATION, DAYLIGHTING, PROTECTION AND WORK REQUIREMENTS.

**ISSUED FOR TENDER
(NOT FOR CONSTRUCTION)**



Association of Professional Engineers & Geoscientists of Saskatchewan
CERTIFICATE OF AUTHORIZATION
ISL Engineering and Land Services Ltd.
Number C1096
ORIGINALLY STAMPED AND SIGNED
Discipline Sk. Reg. No. Signature
CIVIL 16711

P.Eng.

Permit

No.	DESCRIPTION	JEB BY	2023-04-28 DATE
1	ISSUED FOR TENDER	JEB	2023-04-28

REVISIONS



NAD 83
COORDINATES

**CITY OF HUMBOLDT
CARL SCHENN PARK
STORMWATER IMPROVEMENTS**
Humboldt, SK

**OVERALL PROJECT PLAN
ISSUED FOR TENDER**

Scale: 0 10 20 m
1:500

Project No.:	16276	Revision No. 0
Drawn:	KDV	Sheet No.
Designed:	JEB Date 2023-03-03	C1
Design Checked:	JEB	
Discipline Review:	JEB Date 2023-03-03	



CITY OF HUMBOLDT REPORT

TITLE: DMAF Application Request

PREPARED BY: Peter Bergquist A.Sc.T; Public Works and Utilities Director

REVIEWED BY: Lori Yaworski, Acting City Manager

PREPARED FOR: City Council

DATE: June 26, 2023

RECOMMENDATION

It is resolved that the Council of The City of Humboldt support the application for a Disaster Mitigation and Adaptation Fund (DMAF) grant valued at \$15,540,960 (PST Included) for the following projects:

1. 6th Avenue Ditching and Piping - \$2,987,860
2. St. Dominic School Dry Pond and Piping - \$7,422,260
3. Centennial Park Dry Pond Deepening and Piping - \$2,939,880
4. 5th Avenue Dry Pond and Piping - \$1,107,720
5. Barnes Crescent Storm Upsizing - \$1,083,240

BACKGROUND

A City-Wide Heavy Rainfall Stormwater Modelling Assessment was completed in April of 2022. The assessment identified several locations for improvement which included making storm water detention ponds and piping upgrades to accommodate large storms and limit surface flooding in basin locations. The first project – Carl Schenn Park Detention Pond Project is currently in the tendering stage. The remaining projects are anticipated to be completed in the future when funding is available.

CURRENT SITUATION

The Disaster Mitigation and Adaptation Fund is a Federal program taking applications until July 19, 2023, which could cover 40% of the eligible costs. As this grant program may not be available in the future, staff request that the city apply to attempt to secure grant funding for the future projects.



OPTIONS

- Support the application.
- Not support the application

ATTACHMENTS

N/A

COMMUNICATION AND ENGAGEMENT

N/A

FINANCIAL IMPLICATION

Since the study completion in April 2022, inflation has affected the construction industry. The project costs below have been updated by the original consultant with current rates to represent more accurate figures for the application. 10% Engineering and 25-30% Contingency is included in the totals for budgetary purposes.

The total estimated value of the work is \$15,540,960 Including PST. The grant could cover 40% of the costs, which is approximately \$6,216,384 and the city would be responsible for the remaining costs of approximately \$9,324,576. Our understanding is that these projects can be executed within a 10-year timeframe, but this is yet to be confirmed.

The city collects a storm water levy from utility bills which is anticipated to help fund the majority of the city’s portions of the work over the next decade.

CONCLUSION

The grant may not be successful, however any attempt to obtain federal grants for large capital projects is desired to pursue to limit the financial burdens on ratepayers.