



## CITY COUNCIL

Tuesday, September 8, 2020, 5:30 p.m.  
Council Chambers, 2nd Floor, City Hall

1. **CALL TO ORDER**

2. **PUBLIC ACKNOWLEDGEMENTS**

3. **ADOPTION OF MINUTES**

- a. Regular City Council Meeting Minutes - August 24, 2020
- b. Special City Council Meeting Minutes - August 31, 2020

4. **MOTION TO GO INTO THE COMMITTEE OF THE WHOLE**

- a. South Hill School Update – Memorandum of Understanding, CC-2020-0219
- b. Paciolan Ticketing Services Agreement, CC-2020-0199
- c. Ticket Rocket Ticket Refunds, CC-2020-0214
- d. City of Moose Jaw Water Main Replacement Construction Communications Update, CC-2020-0216
- e. Provincial Ombudsman Report - Derelict Property Complaint, CC-2020-0223

5. **ADOPTION OF THE REPORT OF THE COMMITTEE OF THE WHOLE**

6. **REPORTS OF THE STANDING COMMITTEES OF CITY COUNCIL**

- a. Special Executive Committee - August 24, 2020
- b. Executive Committee - August 24, 2020
- c. Personnel Committee - August 31, 2020

7. **MATTERS ARISING FROM REPORTS OF STANDING COMMITTEES**

- a. Special Executive Committee - August 24, 2020
- b. Executive Committee - August 24, 2020

- c. Personnel Committee - August 31, 2020

**8. REPORTS OF ADVISORY AND OTHER COMMITTEES**

- a. Investment Committee - August 20, 2020

**9. GIVING NOTICE**

**10. MOTIONS**

**11. BYLAWS**

**12. ENQUIRIES**

**13. RESPONSE TO WRITTEN "ANSWER TO ENQUIRIES"**

- a. Answer to Enquiry #9 of 2020 – Enquiry #13 of 2019 Update, CC-2020-0212

**14. PUBLIC FORUM**

**15. ADJOURNMENT**

*Executive Committee to follow.*

The next regular meeting of City Council is scheduled for Monday, September 21, 2020.



## MINUTES

### Regular Meeting of City Council

**Monday, August 24, 2020, 5:30 p.m.  
Council Chambers, 2nd Floor, City Hall**

PRESENT: Mayor Tolmie  
Councillor H. Eby  
Councillor D. Luhning  
Councillor S. McMann  
Councillor C. Froese  
Councillor C. Warren  
Councillor B. Swanson

**1. CALL TO ORDER**

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

**2. PUBLIC ACKNOWLEDGEMENTS**

Nil.

**3. ADOPTION OF MINUTES**

**a. Regular City Council Meeting Minutes - August 10, 2020**

**Resolution #: 2020-08-24-276**

Moved by Councillor Luhning

Seconded by Councillor McMann

THAT the minutes of the regular meeting of City Council held on Monday, August 10, 2020 be approved and adopted.

Carried

**4. MOTION TO GO INTO THE COMMITTEE OF THE WHOLE**

**Resolution #: 2020-08-24-277**

Moved by Councillor McMann  
Seconded by Councillor Luhning

THAT we now go into the Committee of the Whole under the Chairmanship of Deputy Mayor, Councillor Eby to deal with original communications, delegations and petitions.

Carried

Deputy Mayor, Councillor Eby reported that the Committee of the Whole considered the following communications, delegations and petitions:

**a. 2019 Audited Financial Statements, CC-2020-0201**

**Resolution #: 2020-08-24-278**

Moved by Councillor McMann

That the City of Moose Jaw's Audited Financial Statements for the year ended December 31, 2019 be approved; and

That the Financial Statements be publicized on the City of Moose Jaw's Website.

Carried

**b. 2019 Municipal Public Accounts, CC-2020-0202**

**Resolution #: 2020-08-24-279**

Moved by Councillor Luhning

THAT the City of Moose Jaw's 2019 Municipal Public Accounts for the year ended December 31, 2019, be received and filed and published on the City's website.

Carried

**c. Financial Update, CC-2020-0207**

Mayor Tolmie left the meeting at 6:20 p.m.

Mayor Tolmie returned to the meeting at 6:21 p.m.

**Resolution #: 2020-08-24-280**

Moved by Mayor Tolmie

THAT the matter regarding Pla-Mor Palace Dressing Room Upgrades and Kinsmen Sportsplex Upgrades be lifted from the table and considered in conjunction with this report.

Carried

**Resolution #: 2020-08-24-281**

Moved by Councillor Warren

THAT the 2020 Equipment Reserve Purchases as previously approved in the 2020 to 2024 Equipment Reserve Budget be allowed to proceed;

THAT the following General Capital Budget programs proceed in 2020:

- TR-3 Intersection Upgrades – \$682,835
- TR-4 Gravel Roadways budget of \$160,300
- OS-12 Slumping Strategy – \$110,000
- PR-63 Sportsplex Facility Upgrades – Additional \$125,000
- PR-71 Dressing Room Upgrades – Pla-Mor Palace \$109,000
- PR-47 YMCA Building Demolition – \$405,000

THAT all Utility Capital Budget programs proceed with the exception of the additional WW-17 Cast Iron Program in 2020 and that City Administration be directed to look at increasing the annual cast iron program in 2021 and future years.

THAT regular Transit and Para-Transit user fees be reinstated effective September 1, 2020.

THAT parking meter fees be reinstated effective September 8, 2020.

Vote Delayed by Procedure

On the request of Councillor Luhning, the presiding officer being satisfied that the motion contained distinct propositions directed that a separate vote take place on the motion as follows:

**Resolution #: 2020-08-24-282**

THAT the 2020 Equipment Reserve Purchases as previously approved in the 2020 to 2024 Equipment Reserve Budget be allowed to proceed.

Vote Delayed by Procedure

**Amendment:**

**Resolution #:**

Moved by Councillor Swanson

THAT the following text, "allowed to proceed" be replaced with "reduced by 50% and that the 50% reduction be transferred to the capital project pumphouse upgrades."

Defeated

The Main Motion Carried

**Resolution #: 2020-08-24-283**

THAT the following General Capital Budget program proceed in 2020:

- TR-3 Intersection Upgrades – \$682,835

Carried

**Resolution #: 2020-08-24-284**

THAT the following General Capital Budget program proceed in 2020:

- TR-4 Gravel Roadways budget of \$160,300

Carried

**Resolution #: 2020-08-24-285**

THAT the following General Capital Budget program proceed in 2020:

- OS-12 Slumping Strategy – \$110,000

Carried

**Resolution #: 2020-08-24-286**

THAT the following General Capital Budget program proceed in 2020:

- PR-63 Sportsplex Facility Upgrades – Additional \$125,000

Carried

**Resolution #: 2020-08-24-287**

THAT the following General Capital Budget program proceed in 2020:

- PR-71 Dressing Room Upgrades – Pla-Mor Palace \$109,000

Carried

**Resolution #: 2020-08-24-288**

THAT the following General Capital Budget programs proceed in 2020:

- PR-47 YMCA Building Demolition – \$405,000

Carried

**Resolution #: 2020-08-24-289**

THAT all Utility Capital Budget programs proceed with the exception of the additional WW-17 Cast Iron Program in 2020 and that City Administration be directed to look at increasing the annual cast iron program in 2021 and future years.

Carried

**Resolution #: 2020-08-24-290**

THAT regular Transit and Para-Transit user fees be reinstated effective September 1, 2020.

Carried

**Amendment:**

**Resolution #: 2020-08-24-290a**

Moved by Mayor Tolmie

THAT the motion be amended by replacing "effective September 1" to "by September 8".

Carried

The Motion, as Amended, was Carried

The Motion, as Amended, reads as follows:

*"THAT regular Transit and Para-Transit user fees be reinstated by September 8, 2020."*

**Resolution #: 2020-08-24-291**

THAT parking meter fees be reinstated effective September 8, 2020.

Carried

**d. Appointments to City of Moose Jaw's Committees, CC-2020-0206**

**Resolution #: 2020-08-24-292**

Moved by Councillor Luhning

THAT Michelle Armstrong and Sara Cull be appointed to the Murals Project Management Committee for a term of office to commence immediately and to conclude December 31, 2021, or until a successor is appointed.

THAT Sara Cull and Brett Hagan be appointed to the Parks, Recreation and Facilities Advisory Committee for a term of office to commence immediately and to conclude on December 31, 2021, or until a successor is appointed.

THAT Emma Moore, youth representative, be appointed to the Public Works, Infrastructure and Environment Advisory Committee for a term of office to commence immediately and to conclude on December 31, 2021, or until a successor is appointed.



THAT Callum Maitland, Andrew Peterson and Affaf Kashif be appointed to the Youth Advisory Committee for a term of office to commence September 1, 2020 and to conclude June 30, 2021.

Carried

**e. High Service Pumphouse Replacement, CC-2020-0196**

Councillor Luhning left the meeting at 7:15 p.m.

Councillor Luhning returned to the meeting at 7:16 p.m.

**Resolution #: 2020-08-24-293**

Moved by Councillor Froese

THAT City Council authorize Administration to award the construction contract for the High Service Pumphouse Replacement Project to Westridge Construction Ltd.; and

THAT City Council approve the funding of \$10 million for the High Service Pumphouse Replacement Project through long term borrowing.

Vote Delayed by Procedure

On the request of Councillor Swanson, the presiding officer being satisfied that the motion contained distinct propositions directed that a separate vote take place on the motion as follows:

**Resolution #: 2020-08-24-294**

THAT City Council authorize Administration to award the construction contract for the High Service Pumphouse Replacement Project to Westridge Construction Ltd.

Carried

**Resolution #: 2020-08-24-295**

THAT City Council approve the funding of \$10 million for the High Service Pumphouse Replacement Project through long term borrowing.

Carried

**f. FIRE56 TeleStaff Software Upgrade Major Equipment, CC-2020-0205**

Mayor Tolmie left the meeting at 7:23 p.m.

Mayor Tolmie returned to the meeting at 7:24 p.m.

**Resolution #: 2020-08-24-296**

Moved by Councillor Froese

THAT City Council authorize the Fire Department Administration to proceed with the purchase of the necessary software upgrades for FIRE56 Telestaff Software with funds to be withdrawn from the Equipment Reserve Fund.

Carried

**g. Notice of Decisions of the Development Appeals Board, CC-2020-0203**

**Resolution #: 2020-08-24-297**

Moved by Councillor Warren

THAT the following decisions of the Development Appeals Board be received and filed:

{10 – 2020} Rece Allen

952 Stadacona Street East, Moose Jaw, SK

{11 – 2020} Wade McBride and Celia Duquette

1221 Redland Avenue, Moose Jaw, SK

Carried

**5. ADOPTION OF THE REPORT OF THE COMMITTEE OF THE WHOLE**

**Resolution #: 2020-08-24-298**

Moved by Councillor Froese

Seconded by Councillor Warren

THAT the report of the Committee of the Whole be taken as read, received and adopted.

Carried

**6. REPORTS OF THE STANDING COMMITTEES OF CITY COUNCIL**

**a. Executive Committee - August 10, 2020**

**Resolution #: 2020-08-24-299**

Moved by Councillor Luhnig

Seconded by Councillor Warren

THAT the report of the Executive Committee meeting dated August 10, 2020 be taken as read.

Carried

**7. MATTERS ARISING FROM REPORTS OF STANDING COMMITTEES**

**a. Executive Committee - August 10, 2020**

**Resolution #: 2020-08-24-300**

Moved by Councillor Eby

Seconded by Councillor Froese

THAT the report of the Executive Committee dated August 10, 2020 be received and adopted.

Carried

**8. REPORTS OF ADVISORY AND OTHER COMMITTEES**

Nil.

**9. GIVING NOTICE**

Nil.

**10. MOTIONS**

**a. Appointment of Deputy Mayor**

**Resolution #: 2020-08-24-301**

Moved by Councillor Luhnig

Seconded by Councillor Eby

THAT Councillor Warren be appointed Deputy Mayor effective September 1, 2020 to November 8, 2020 and/or until a successor is appointed.

Carried

**b. Appointment of Chairperson - Executive Committee**

**Resolution #: 2020-08-24-302**

Moved by Councillor McMann

Seconded by Councillor Warren

THAT Councillor Froese be appointed Chairperson of the Executive Committee effective September 1, 2020 to November 8, 2020 and/or until a successor is appointed.

Carried

**c. Appointment of Chairperson - Personnel Committee**

**Resolution #: 2020-08-24-303**

Moved by Councillor Froese

Seconded by Councillor Eby

THAT Councillor Luhning be appointed Chairperson of the Personnel Committee effective effective September 1, 2020 to November 8, 2020 and/or until a successor is appointed.

Carried

**11. BYLAWS**

**a. Consideration of Bylaws:**

1. Bylaw No. 5627, Remuneration Bylaw Amendment, 2020(1), CC-2020-0204

**Resolution #: 2020-08-24-304**

Moved by Councillor Luhning

Seconded by Councillor Eby

THAT Bylaw No. 5627 be now read a third time, adopted, signed by the Mayor and City Clerk, dated and sealed.

Carried

**b. Introduction of Bylaws:**

1. Bylaw No. 5599, The Moose Jaw Board of Police Commissioners, CC-2020-0187

**Resolution #: 2020-08-24-305a**

Moved by Councillor Luhning  
Seconded by Councillor Warren

THAT Deputy Mayor Councillor Eby be allowed to introduce **Bylaw No. 5599, The Moose Jaw Board of Police Commissioners.**

Carried

**Resolution #: 2020-08-24-305b**

Moved by Councillor Warren  
Seconded by Councillor Luhning

THAT Bylaw No. 5599 be now read a first time.

Carried

**Resolution #: 2020-08-24-305c**

Moved by Councillor McMann  
Seconded by Councillor Froese

THAT Bylaw No. 5599 be now read a second time.

Carried

**Resolution #: 2020-08-24-305d**

Moved by Councillor Froese  
Seconded by Councillor McMann

THAT we now go into Committee of the Whole under the Chairmanship of Deputy Mayor, Councillor Eby to consider Bylaw No. 5599.

Carried

**Amendment:**

**Resolution #: 2020-08-24-305e**

Moved by Councillor Swanson

THAT Section 6(c) of the Bylaw be amended by inserting after "two other persons," the following:

"residents of Moose Jaw".

Carried

**Amendment:**

**Resolution #: 2020-08-24-305f**

Moved by Councillor Swanson

THAT Section 18 of the Bylaw be amended by replacing "shall continue to" with "may".

Carried

**Resolution #: 2020-08-24-305g**

Moved by Councillor Luhning

THAT clause by clause consideration of the Bylaw be and is hereby dispensed with and that the said Bylaw be approved in its entirety.

Carried

Your Committee of the Whole to consider **Bylaw No. 5599, The Moose Jaw Board of Police Commissioners**, begs to report that the Bylaw passed this committee with amendment.

(SGD) Coun. Eby

Chairperson

**Resolution #: 2020-08-24-305h**

Moved by Councillor Warren

Seconded by Councillor Froese

THAT the report of the Committee of the Whole be received and adopted.

Carried

**Resolution #: 2020-08-24-305i**

Moved by Councillor Froese  
Seconded by Councillor Warren

THAT Bylaw No. 5599 be submitted for Third reading forthwith.

Carried Unanimously

**Resolution #: 2020-08-24-305j**

Moved by Councillor Luhning  
Seconded by Councillor Eby

THAT Bylaw No. 5599 be now read a third time, adopted, signed by the Mayor and City Clerk, dated and sealed.

Carried

**12. ENQUIRIES**

Councillor Eby asked a verbal enquiry following up on her question from the August 10, 2020 regular Council meeting regarding the solid lines painted on 1st Avenue West, which was answered by Administration.

Councillor Swanson asked a verbal enquiry regarding the reference to a Sask Polytech student residence project that was listed in previous audited financial statements under commitments and contingent liabilities, but not included in the 2019 Audited Financial Statements, which was answered by Administration.

Councillor Swanson asked a verbal enquiry regarding clarification with respect to two carry forward items mentioned in the City Manager's Quarterly Report presented to Council at the August 10, 2020 regular meeting, which was answered by Administration.

**13. RESPONSE TO WRITTEN "ANSWER TO ENQUIRIES"**

**a. Answer to Enquiry #10 of 2020, CC-2020-0209**

Councillor Warren acknowledged the Answer to Enquiry #10 of 2020 regarding Sewer Backups and Flooding in Sunningdale.

**14. PUBLIC FORUM**

Nil.

**15. ADJOURNMENT**

The meeting adjourned at 7:57 p.m.

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MAYOR

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CITY CLERK





## MINUTES

### Special Meeting of City Council

**Monday, August 31, 2020, 4:30 p.m.  
Council Chambers, 2nd Floor, City Hall**

PRESENT: Mayor Tolmie, via video conferencing  
Councillor H. Eby  
Councillor D. Luhning  
Councillor S. McMann  
Councillor C. Froese  
Councillor C. Warren  
Councillor B. Swanson

#### 1. **CALL TO ORDER**

City Clerk, Myron Gulka-Tiechko, called the meeting to order at 4:38 p.m.

#### **Resolution #: 2020-08-31-307**

Moved by Councillor Luhning  
Seconded by Councillor Froese

THAT Deputy Mayor Councillor Eby be appointed as Acting Mayor for this meeting.

Carried

**Resolution #: 2020-08-31-308**

Moved by Councillor Froese  
Seconded by Councillor Luhning

THAT Councillor McMann be appointed as Acting Deputy Mayor for this meeting.

Carried

**2. MOTION TO GO INTO THE COMMITTEE OF THE WHOLE**

**Resolution #: 2020-08-31-309**

Moved by Councillor Luhning  
Seconded by Councillor Froese

THAT we now go into the Committee of the Whole under the Chairmanship of Acting Deputy Mayor, Councillor McMann to deal with original communications, delegations and petitions.

Carried

**a. Mandatory Masks, CC-2020-0210**

**Resolution #: 2020-08-31-310**

Moved by Councillor Warren

THAT Linda Karn, Erin Reich, Chey Craik, Wanda Smith and any other presenters be permitted to address City Council regarding mandatory masks.

Carried.

Ms. Linda Karn, Ms. Erin Reich, Mr. Chey Craik, Ms. Wanda Smith and Mr. Mike Simpkins addressed members of City Council.

**Resolution #: 2020-08-31-311**

Moved by Councillor Swanson

THAT mandatory masks or face coverings be in effect commencing September 8, 2020 at all public City facilities and on public transit.

THAT City Administration bring forward a bylaw for mandatory masks including the following requirements as well as penalties for non-compliance:

- A person must wear a face covering at all times while in an indoor, enclosed, or substantially enclosed City facility.
- A person accompanying a child of at least eight years of age/Grade 4 shall ensure that the child wears a face covering while in an indoor, enclosed, or substantially enclosed City facility.
- A person must wear a mask in all public transit buses.

Exceptions for the mask mandate:

- People under the age of eight years old.
- Those who have a medical condition that would impede their ability to use, place, or remove a mask without assistance.
- People engaged in physical exercise.
- People providing care for someone with a disability where a face covering would hinder that caregiving or assistance.
- Parents, guardians, caregivers, or people accompanying a child between two and eight years old who refuses to wear a mask and cannot be persuaded to do so.
- City employees where multiple barriers are in place.
- The penalty for violating the face mask bylaw to be \$100.

Defeated

**Resolution #: 2020-08-31-312**

Moved by Councillor Luhning

THAT as per the Chief Medical Officer of Saskatchewan recommending the use of masks or face coverings, that the City of Moose Jaw recommends that masks or face coverings be worn on City transit and be re-evaluated as necessary or in early 2021 or when the province lifts the public safety alert whichever comes first; and

THAT no penalty for non-masking and no one be refused bus service if not wearing a mask or face covering.

Carried

3. **ADOPTION OF THE REPORT OF THE COMMITTEE OF THE WHOLE**

**Resolution #: 2020-08-31-313**

Moved by Councillor Warren

Seconded by Councillor Luhning

THAT the report of the Committee of the Whole be taken as read,  
received and adopted.

Carried

4. **ADJOURNMENT**

The meeting adjourned at 6:38 p.m.

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MAYOR

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CITY CLERK



# City of Moose Jaw

## COMMUNICATION # CC-2020-0219

**TITLE:** South Hill School Update – Memorandum of Understanding

**TO:** City Council

**FROM:** Department of Planning and Development Services

**DATE:** September 1, 2020

**PUBLIC:** PUBLIC DOCUMENT

### **RECOMMENDATION**

THAT representatives from the Ministry of Education and the School Divisions be allowed to address City Council; and

THAT the Mayor and City Clerk be authorized to execute the Memorandum of Understanding shown as Attachment 1.

### **EXECUTIVE SUMMARY**

The Ministry of Education and School Divisions have provided the City with a Memorandum of Understanding (MOU) which outlines basic requirements to locate a joint use school within Westheath Phases 5&6. The Ministry of Education requires a decision on the MOU before the results of a Traffic Impact Assessment can be made available for the school site. Given the limited information available at this time, City Administration is recommending that signing the MOU be a decision of City Council.

### **BACKGROUND**

At the meeting of City Council on February 10, 2020, the following motion was passed:

*"THAT City Council direct City Administration to allow the School Boards to market and facilitate development of both Westheath Phase 5 and 6 on behalf of the City for a price of \$15,000/acre plus development levies plus all costs associated with the existing Concept Plan which totals \$2,541,848."*

Colliers International, on behalf of the Ministry of Education and School Divisions, issued an Expression of Interest (EOI) on May 4, 2020 for the purchase and development of Westheath Phases 5 and 6. The EOI closed on May 22, 2020, which yielded only one proposal. The Ministry, School Divisions, and the City reviewed and evaluated the proposal and deemed it to not meet the criteria of the EOI.

The Ministry of Education and School Divisions require a Memorandum of Understanding to be signed prior to proceeding with development of the Westheath location.

## **DISCUSSION**

In 2018, the City of Moose Jaw approved a concept plan for Westheath phases 5 & 6, which did not include the development of a joint-use school. City Administration has identified several potential issues with locating the school within the final two phases of the neighbourhood, specifically in relation to the traffic impact on the area and policies contained in the Official Community Plan.

The Ministry has contracted the consultant that completed the concept plan for Westheath at their cost. Upon initial review by the consultant, the Ministry was advised of potential traffic issues and it was suggested that a Traffic Impact Assessment (TIA) be completed prior to moving forward with any concept plan proposals. The Ministry of Education and School Divisions are in the process of acquiring a TIA based on locating a 1000 student school within this area. It is anticipated that the TIA will be completed by the end of September.

The \$2.5 million specified in the February 10<sup>th</sup> City Council motion included the sale of all 34.5 acres of land in Phases 5 & 6. Following conclusion of the EOI process, negotiations with the Ministry of Education established that only 10 acres will be involved in the sale to the School Divisions. The Memorandum of Understanding includes the sale of 10-acres at a cost of \$15,000/acre, plus applicable development levies. The \$300,000 “sunk” costs associated with the existing plan are not included in this MOU. The Ministry's justification for not including this is that their proposed Concept Plan will replace the existing.

If the TIA is favourable to the development of a joint-use school within this area, an amendment must be made to the existing concept plan showing the school site. This process includes redesigning phases 5 & 6, completing new background assessments, and conducting additional public engagement.

The Ministry of Education requires a decision on the MOU, shown as Attachment 1, before the results of the TIA can be available. A clause has been added to the MOU which allows the City to back out of the agreement if the results of the TIA require cost-prohibitive mitigation measures. The City is provided full discretion to make a determination on the TIA results.

It should also be noted that locating the school within phases 5 & 6 may provide a benefit to the City in further developing the residential subdivision. Based on a high-level review, the school development may service approximately 30 residential lots (with an estimated market value of approximately \$85,000 per lot) in Phases 5 & 6 depending on the final design. The City would still be responsible for each individual service connection, but the school servicing would include water, sanitary sewer, storm sewer and road construction. This is dependent on several factors, including a favourable recommendation from the TIA to proceed with the project.

## **OPTIONS TO RECOMMENDATION**

1. City Council may table the Memorandum of Understanding pending receipt of the Traffic Impact Assessment.

## **OFFICIAL COMMUNITY PLAN**

Policies governing the location of school sites is included in Section 7.2.2 of the Official Community Plan. Relevant clauses include:

### **7.2.2 School and Community Facility Sites**

b) All elementary school sites should be located as close as possible to the centre of the areas they will ultimately serve, should not be located on arterial streets and, wherever possible, should be located at street intersections.

d) School sites shall, wherever possible, be located adjacent to Municipal Reserves or other public open spaces. The use of the school and park facilities as the recreational centre for the neighbourhood or other area being served shall be promoted.

e) Sites for schools and other institutional uses shall be suitable for such purposes in terms of topography, utilities, transit service, access, and site frontage. School sites shall include adequate on-site pick-up and drop-off zones for students.

## **PRESENTATION**

Mr. Jim Puffalt, City Manager, will provide a brief overview of this report.

## **ATTACHMENTS**

1. Memorandum of Understanding – September 3, 2020

## **REPORT APPROVAL**

Written by: Veronica Blair, Development Planner  
 Reviewed by: Michelle Sanson, Director of Planning and Development Services  
 Tracy Wittke, Assistant City Clerk  
 Approved by: Jim Puffalt, City Manager  
 Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

Resolution No. \_\_\_\_\_

**Report Approval Details**

Document Title:	South Hill School Update - Memorandum of Understanding - CC-2020-0219.docx
Attachments:	- Memorandum of Understanding - September 3, 2020.doc
Final Approval Date:	Sep 3, 2020

This report and all of its attachments were approved and signed as outlined below:



Michelle Sanson



Tracy Wittke

**No Signature - Task assigned to Jim Puffalt was completed by workflow administrator Maureen Latta**

Jim Puffalt

**No Signature - Task assigned to Fraser Tolmie was completed by assistant Caroline Dreger**

Fraser Tolmie



## MEMORANDUM OF UNDERSTANDING

This agreement this day \_\_\_\_ of \_\_\_\_ 20\_\_ is between:

**PRAIRIE SOUTH BOARD OF EDUCATION NO. 210 &  
THE HOLY TRINITY CATHOLIC SCHOOL DIVISION NO.22**

(hereinafter referred to as the “Boards”)

and

**THE MINISTRY OF EDUCATION, HER MAJESTY THE QUEEN (SASKATCHEWAN)**

(hereinafter referred to as the “Ministry”)

and

**THE CITY OF MOOSE JAW**

(hereinafter referred to as the “City”)

### 1. PURPOSE

- a) WHEREAS the City has a Council-adopted Development Concept for the 34.5 acre Westheath Phases 5 and 6.
- b) WHEREAS the Boards and Ministry have identified Westheath as the safest site for a new school and require approximately 10 acres of Westheath.
- c) WHEREAS the addition of a school site constitutes a major amendment to the approved Westheath Concept Plan.
- d) WHEREAS the addition of a 10-acre school site reduces the revenue-generating development potential of the City of Moose Jaw land,
- e) THEREFORE, this MOU is intended to outline the participants, roles and responsibilities and process towards the Project as defined below.

### 2. BACKGROUND

On August 2, 2018 a final concept plan for Westheath Phase 5 and 6 was submitted to the City and subsequently approved by Council. Shortly thereafter on March 21, 2019, the Ministry announced a new joint-use school for the South Hill Neighborhood in the City. Consequently, a global consulting firm was engaged by the Boards on July 31, 2019 as an “*independent advisor to support analysis and assessment of site suitability*” for the school. This assessment concluded that the Westheath site would be the most suitable location, the consulting firm offered the following reasons:

- It offers the highest degree of student safety;
- It is located as part of a growing residential neighborhood with potential for gradual growth and,
- As a greenfield site, the location presents opportunity to tailor services, transportation corridors, site access and configuration to optimally align with project functional needs.

### 3. OBJECTIVE

The purpose of this Memorandum of Understanding (MOU) is to establish the general terms and conditions to be met between the Ministry, City and Boards (the “Parties”) as they relate to the Parties’ common goal of developing a new joint-use school in Westheath through development of a revised concept plan and other events (the “Project”). For the purposes of this MOU, the Project is defined as follows:

- a) Preparation of two development concept options for review by the City of the entire Westheath site. These options would show the proposed school and residential development.
- b) High level opinion of probable costs based on the development concept options.
- c) Completion of a Traffic Impact Assessment (“TIA”) resulting from the proposed school.

If the results of the TIA are not favourable, as determined by the City in its sole discretion, then the Project will terminate unless the Parties agree on a mitigation strategy.

In the event the City determines the TIA is not favourable and the Parties do not agree on a mitigation strategy, then the Project shall terminate and this Memorandum of Understanding shall be null and void.

In the event the City determines the results of the TIA are favourable, or if the results of the TIA are not favourable but the Parties agree on a mitigation strategy, then the Project shall proceed as follows:

- a) Public engagement on the Westheath school location and proposed development concept options.
- b) Revisions as required and possible selection of a Preferred Development Concept.
- c) Presentation and possible adoption by City Council.

If a development concept is adopted by the City then the Project shall proceed as follows:

- a) Revised detailed engineering plan.
- b) Revised opinion of probable cost for all site services for the Westheath site.
- c) Detailed landscaping plan for all Municipal Reserve parcels as approved by the City’s Parks and Recreation Department.
- d) Rezoning and subdivision to occur after the adoption of the revised concept by City Council.
- e) Design, construction, and installation of Wellington Road, including sidewalks, from the northwest to the northeast boundary of Westheath Phases 5 and 6.
- f) Design, construction, and installation of complete site servicing along Wellington Road from the northwest to the northeast boundary of Westheath Phases 5 and 6. Site services to include water, sewer, street lights, electricity, natural gas, internet and telecommunications and any other 3rd party servicing.

- g) Servicing of individual lots created outside the area required for the school site to be completed by the Project's contractor at the City's sole cost and specifications.
- h) The City retains ownership of any land outside of the school site.

**4. ROLES AND RESPONSIBILITIES**

- a) The Ministry, Boards or their designate shall lead the Project in close consultation with the City.
- b) Unless otherwise noted, the Ministry shall pay all costs associated with the Project, including the cost of any mitigation measures proposed by the TIA.
- c) The Ministry shall pay the City the equivalent cost of \$15,000 per acre for an approximately 10-acre site prior to title being transferred to the Boards.
- d) The Ministry shall pay applicable off-site development levies for an approximately 10-acre site based on the Plan of Proposed Subdivision, and at the current rates at the time of subdivision.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day, month and year first written above.

**PRAIRIE SOUTH BOARD OF EDUCATION NO. 210**

Per: \_\_\_\_\_  
Name, Title Date

\_\_\_\_\_  
Witness Date

**THE HOLY TRINITY CATHOLIC SCHOOL DIVISION NO.22**

Per: \_\_\_\_\_  
Name, Title Date

\_\_\_\_\_  
Witness Date

**THE MINISTRY OF EDUCATION, HER MAJESTY THE QUEEN (SASKATCHEWAN)**

Per: \_\_\_\_\_  
Name, Title Date

\_\_\_\_\_  
Witness Date

**THE CITY OF MOOSE JAW**

Per: \_\_\_\_\_  
Name, Title Date

\_\_\_\_\_  
Witness Date



# City of Moose Jaw

## COMMUNICATION # CC-2020-0199

**TITLE:** Paciolan Ticketing Services Agreement

**TO:** City Council

**FROM:** City Manager and the Department of City Solicitor

**DATE:** August 13, 2020

**PUBLIC:** PUBLIC DOCUMENT

### **RECOMMENDATION**

THAT the Mayor and the City Clerk be authorized to execute the Master Software and Services Agreement, substantially in the form as attached hereto as Schedule "A".

### **EXECUTIVE SUMMARY**

The City requires a new ticketing service provider and City Administration recommends that City Council agree to proceed with the execution of the Master Software and Services Agreement ("Agreement") that has been negotiated with Paciolan LLC ("Paciolan") for such services.

### **BACKGROUND**

The City and its former ticketing services provider, Ticket Rocket, mutually ended their relationship on May 29, 2020 via a settlement agreement. Since that time, the City has been in need of a new ticketing service provider. The City prepared and released a Request for Proposals ("RFP") for a new provider. Responses to the RFP were reviewed by an evaluation committee and Paciolan was chosen as the most desirable proponent. City Administration engaged in negotiations with Paciolan with the goal of establishing the terms of a draft agreement that would be fair and agreeable to both parties. Since that time, Administration has finalized the Agreement for ticketing services with Paciolan based on provisions conditionally negotiated.

### **DISCUSSION**

The City's team has been working with Paciolan to finalize the Agreement. The City engaged the assistance of Spectra Venue Management to facilitate in understanding the more technical aspects of the Agreement.

An overview of the Agreement is as follows:

- A seven (7) year initial term with an option to renew for an additional three (3) years.
- Paciolan will supply the City with the necessary software and support services for the City to supply ticketing services for events held at Mosaic Place and for other third parties, such as the Moose Jaw Warriors, as agreed upon under the terms of the Agreement.
- Paciolan will create and maintain a website (eVenue) for the purposes of ticketing transactions.
- The agreement allows for regional ticketing opportunities for the City.

### **OPTIONS TO RECOMMENDATION**

THAT City Administration revise the Agreement as contemplated by City Council and engage in further negotiations with Paciolan.

### **COMMUNICATION PLAN**

N/A

### **STRATEGIC PLAN**

This report supports the strategic objectives of providing core amenities and services to the citizens of the City of Moose Jaw.

### **OFFICIAL COMMUNITY PLAN**

N/A

### **PUBLIC NOTICE**

N/A

### **PRESENTATION**

Mr. Jim Puffalt, City Manager, will provide a brief oral presentation and will be available at the meeting to answer questions.

### **ATTACHMENTS**

- A. Moose Jaw (Mosaic Place) Master Services Agreement with Paciolan

**REPORT APPROVAL**

Written by: Raelynn Mechelse, Legal Counsel  
Reviewed by: Elaine Anderson, Legal Counsel  
Reviewed By: Tracy Wittke, Assistant City Clerk  
Approved by: Myron Gulka-Tiechko, City Clerk/Solicitor  
Approved by: Jim Puffalt, City Manager  
Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

Resolution No. \_\_\_\_\_

## Report Approval Details

Document Title:	Paciolan Ticketing Services Agreement - CC-2020-0199.docx
Attachments:	- Moose Jaw (Mosaic Place) Master Services Agreement with Paciolan (1).docx
Final Approval Date:	Sep 1, 2020

This report and all of its attachments were approved and signed as outlined below:

**No Signature - Task assigned to Tracy Wittke was completed by delegate Myron Gulka-Tiechko**

Tracy Wittke

**No Signature found**

Myron Gulka-Tiechko



Jim Puffalt

**No Signature - Task assigned to Fraser Tolmie was completed by assistant Caroline Dreger**

Fraser Tolmie



## MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this “Agreement”) shall be effective as of October 1, 2020 (the “Effective Date”) by and between Paciolan, LLC with a principal place of business at 5291 California Avenue, Suite 100, Irvine, CA 92617 (“Paciolan”) and Global Spectrum Facility Management, L.P. DBA Spectra Venue Management (“Agent”) with a principal place of business at 110 1<sup>st</sup> Avenue N.W., Moose Jaw, SK S6H 3L9 as agent for the City of Moose Jaw, and the Municipal Corporation of the City of Moose Jaw with a principal place of business at 228 Main St N, Moose Jaw, SK S6H 3J8 (“Customer”).

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have their respective meanings indicated below:

(A) **Documentation:** Any operating, training and reference manuals, including updates thereto, relating to the use of the Paciolan Software supplied by Paciolan pursuant to this Agreement.

(B) **Event:** A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

(C) **Facility:** Mosaic Place located at 110 1<sup>st</sup> Avenue, N.W., Moose Jaw, SK S6H 3L9.

(D) **Hardware:** All of that certain computer hardware, communications equipment, terminals and devices provided to Customer herein and which is listed in the Hardware Section of the Investment Addendum or otherwise supplied by Paciolan during the Term.

(E) **Investment Addendum:** The Hardware, Software, Professional Services, subscription services, Support Services, terms, conditions, fees and pricing set forth in Exhibit C, as may be amended and supplemented from time to time.

(F) **Paciolan Software:** The proprietary software of Paciolan set forth in the Investment Addendum, including any updates, modifications, or customizations.

(G) **Professional Services:** The professional services to be provided by Paciolan, if any, set forth in the Investment Addendum, or otherwise provided by Paciolan pursuant to this Agreement.

(H) **Sellable Capacity:** means the admission capacity of the Facility for any particular Event.

(I) **Software:** Paciolan Software and Third Party Software.

(J) **Support Services:** The Software maintenance and support services made available to Customer by Paciolan in accordance with the terms set forth in the applicable Service Policies, in accordance with this Agreement.

(K) **System:** The data processing system consisting of the hosting subscription services, Hardware and Software licensed and/or provided to Customer.

(L) **Ticket:** A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Event even if not evidenced by any physical manifestation of such right, such as a digital ticket, including, without limitation, tickets distributed via print-at-home technology or via mobile technology.

(M) **Third Party Software:** The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum or otherwise licensed to Customer pursuant to this Agreement.

2. **Term and Termination.**

(A) **Term.** The term of this Agreement shall begin on the Effective Date and continue for seven (7) years (“Initial Term”). The City shall have the option to renew up to two (2) subsequent three (3) year periods (each a “Renewal Term”) under the then current terms by giving notice in writing at least ninety (90) days prior to the end of the Term of its intention to renew the Agreement. The Initial Term, together with any Renewal Terms, is referred to herein as the “Term”. For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term.

(B) **Termination.** This Agreement may be terminated by either party in the event of any material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of the breach, has been allowed thirty (30) business days to cure such breach, and has failed to cure such breach; or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party’s business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors.

(C) **Effects of Termination.** Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination, including, but not limited to, accrued fees. Any and all provisions in this Agreement which would reasonably be expected to survive termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality,

ownership, limitations of liability, audit rights, and effects of termination.

### 3. **License Grant.**

(A) **Grant.** During the Term, Paciolan hereby grants to Customer, and Customer hereby accepts from Paciolan, a non-exclusive and non-transferable license to use the Software as a service in order to use the System for internal business purposes and for purposes of selling Tickets and related items only, subject to the number of users and other restrictions, if any identified on the Investment Addendum, for the license fees set forth on the Investment Addendum. Software not provided as a subscription service will be provided in object code only. The Software shall be used only for the processing of transactions in connection with Customer's own business, unless otherwise expressly authorized under this Agreement. Customer shall comply with and conform to all federal, provincial, municipal and other laws, ordinances and regulations in any way relating to the use of the System.

(B) **Restrictions.** Except as expressly permitted herein, Customer shall limit the use of the System to its employees who have appropriately familiarized themselves with the Software. Customer may authorize its third party contractors to use the System on Customer's behalf, provided that Customer shall be responsible and liable for such third party contractors' compliance with, and breach of, the terms and conditions of this Agreement applicable to such use. Customer shall not: (a) permit any third party to use the Software, unless expressly permitted under this Agreement, (b) use the Software in conjunction with any ticket distribution company and/or software, other than Paciolan's software or products; (c) disassemble, re-manufacture, re-configure, enhance, modify, create derivative works, decompile or reverse engineer the Software in any way, or merge the Software into any other program for any purpose; or (d) transfer, license or sub-license, assign, rent, sell, grant or otherwise make available the Software, or any rights therein or copies or derivatives thereof, unless expressly authorized by Paciolan under this Agreement.

(C) **Ownership.** All rights, title and interest to the Software, including but not limited to, the intellectual property rights therein, the Documentation, enhancements, conversions, upgrades, updates, enhancements, customizations, integrations, additions, modifications thereto, information contained therein, and any information, methods, formulae, techniques, processes, systems and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise (hereafter "Proprietary Information") will remain the sole and exclusive property of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a licensed user pursuant to the terms of this Agreement.

(D) **Exclusive Use.** Customer agrees to use the Paciolan Software and System, during the Term so long as such Software and System is fully implemented and functioning for use by Customer, as its exclusive source for primary and secondary ticketing for all Events at the Facility or any third party affiliate, via any and all currently existing or future means and methods of distribution (e.g. telephone, internet, online and offline distribution methods, computer, outlets, interactive television,

clubs, auctions, member packages, promotions, etc.), including, but not limited to, (i) selling, reselling or distributing all Tickets, including applications for selling, reselling or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the sale, resale and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System. Customer shall not directly or indirectly advertise, promote, market, endorse or sponsor any third party that promotes, engages in or facilitates the sale, resale, distribution or issuance of tickets or otherwise engages in primary or secondary ticketing.

(E) **Additional Customers.** During the Term, Customer shall have the right, subject to Paciolan's prior written consent, to enter into agreements with third parties (each, an "Additional Customer") to sublicense the System in order to allow each such Additional Customer to use the System licensed hereunder on the same terms and conditions set forth herein which relate to Customer's use of the System. Each written agreement between Customer and an Additional Customer, which shall be made available to Paciolan upon request, shall be at least as protective of Paciolan's rights as the terms set forth herein and shall provide that such Additional Customer expressly agree to comply with all of the provisions contained herein, as applicable, as if such Additional Customer were the "Customer" (as such term is used herein) and shall name Paciolan as a third party beneficiary of such agreement between Customer and such Additional Customer. Notwithstanding anything herein to the contrary, Customer shall remain primarily liable to Paciolan for any breach of the terms of this Agreement by such Additional Customer including but not limited to the payment of all fees due hereunder, regardless of whether or not such Additional Customer is deemed to be a party hereto.

4. **Customer Trademarks.** Paciolan shall have the right and license to utilize and display Customer names, logos, brand marks (collectively, "Customer Marks") and other Customer content ("Customer Content") to the extent necessary to include such Customer Marks and Customer Content for purposes of this Agreement. All such proposed uses by Paciolan of the Customer Marks and Customer Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Customer Content and all rights therein or thereto belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights or interest in the Customer Marks or Customer Content.

5. **e.Venue.** Paciolan will create and maintain at a location of its choosing, Customer-branded website (the "Site"), that will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets and other items contemplated by this Agreement. Each page of the Site may include an attribution to Paciolan as follows: "Powered by Paciolan", which may be modified by Paciolan, with written

approval (including email) of Customer, which shall not be unreasonably withheld, conditioned or delayed.

6. **Hardware.** Paciolan shall provide to Customer the Hardware listed on the Investment Addendum. The Hardware to be used at a Facility, as mutually determined by Paciolan and Customer, shall be delivered to such Facility prior to the first Event at such Facility during which the Hardware will be used. All rights, title and ownership to such Hardware shall transfer to Customer upon delivery of the Hardware. In the event of loss or damage of any kind to any Hardware, Customer, at its sole option, shall within thirty (30) days after such loss or damage replace the Hardware with the same or similar property, in good repair, condition and working order to the satisfaction of configurations approved by Paciolan. Paciolan passes through to Customer, to the extent permitted, all applicable warranties with respect to the Hardware made available by the Hardware manufacturer. To the extent any third party software embedded in the Hardware is subject to an end user license or other applicable license terms of the owner of such third party software, then the use of such third party software by Customer shall be subject to such licenses. No later than five (5) years into the Term, Paciolan shall provide the Customer with options to upgrade the Hardware as applicable, with the terms and costs of such upgrades to be negotiated between the parties at that time.

7. **Third Party Software.** To the extent any Third Party Software is subject to an end user license or other applicable license terms of the owner of such Third Party Software, then the use of such Third Party Software shall be subject to such licenses.

8. **Fees and Payment Terms.**

(A) **Fees.** Customer agrees to pay Paciolan the fees set forth on the Investment Addendum in accordance with the terms set forth in the Investment Addendum and this Agreement.

(B) **Minimum Annual Fee.** Customer will guarantee to Paciolan the minimum annual service fees (the "Minimum Annual Fees") specified in the Investment Addendum hereto, if any. The Minimum Annual Fee period will begin on October 1 of each year and end on September 30 of the following year, unless mutually agreed otherwise in writing by both parties. If, at the end of an annual period, the total fees subject to a Minimum Annual Fee requirement paid by Customer to Paciolan during such annual period is less than the amount of the specified Minimum Annual Fee, Paciolan will invoice Customer the balance remaining after subtracting the actual fees subject to a Minimum Annual Fee requirement paid to Paciolan during the period from the specified Minimum Annual Fee amount. The Minimum Annual Fee will be prorated on a daily basis for the period of time commencing as of the Effective Date and ending on the immediately following August 31 and for the period of time commencing as of September 1 of the final year of the Term and ending upon expiration of the Term.

(C) **Invoices and Payment Terms.** Invoices are due and payable by Customer within thirty (30) days from date of the invoice. Invoices may be transmitted via email.

(D) **Separately Billable Items.** Subject to advance written approval of Customer, which may be via email, Customer shall reimburse Paciolan for reasonable travel, meals, lodging, brokerage fees, customs fees and other business expenses incurred by Paciolan personnel in the performance of this Agreement and Customer shall have the right to require Paciolan to supply reasonable documentation supporting the incurrence of such expenses.

(E) **Taxes.** Customer shall, in addition to the other amounts payable under this Agreement, pay any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including, but not limited to, the sale of each Ticket (or other item) or Hardware covered by this Agreement, excluding taxes on Paciolan's income. Customers that are tax exempt must provide a certificate of tax exemption or other applicable documentation.

9. **Confidentiality.** The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information, whether oral or written, regarding their vendors, product roadmap, business, software, software technology, intellectual property and other information (including without limitation, with respect to Paciolan, the Proprietary Information) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"), which include, but not limited to, any Paciolan proposals, requests for proposals (RFPs) or bids, Software, Documentation and the terms of this Agreement. Any such information that a reasonable person would determine to be confidential given the type of information and/or the circumstances of disclosure shall be deemed Confidential Information hereunder. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Each party agrees that it will keep the Confidential Information strictly confidential and will only use the Confidential Information of the other party as contemplated by the Agreement. Neither party shall disclose to any third party any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, affiliates, vendors, and legal and financial advisors, who are bound by obligations of confidentiality ("Representatives"). Each party shall be responsible for its Representatives' compliance with the confidentiality provisions in this Section with respect to the

Confidential Information of the other party shared with such Representatives. Each party shall use the same degree of care it employs with respect to its own Confidential Information of like importance, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request (including, but not limited to, pursuant to applicable open records laws), notice of deposition or other legal or regulatory proceeding, such party receiving the request shall notify the other party pursuant to this Agreement below, within forty-eight (48) hours after receipt of such legal request. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 9 (Confidential Information) hereof, may result in irreparable harm to the non-breaching party and said non-breaching party may be entitled to seek injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary) without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.

#### 10. Customer Data and Security Standards.

(A) Customer Data. Customer will monitor and update its data and information in the System to ensure accuracy for use by the System. Customer agrees to collect and use the information (including personally identifiable information) processed by the System in connection with Customer's use of the System (the "Customer Data") in accordance with all applicable laws and Customer's own posted privacy policies, which shall comply with all applicable laws, including but not limited to applicable local, provincial, federal/national and foreign privacy laws. In connection with Customer's use of the System, Customer shall conspicuously display a privacy policy on the Site that, at a minimum: (i) discloses Customer's privacy practices; (ii) identifies the collection and use of user data and information gathered in connection with the Site and user's use of the Site and System; and (iii) offers users an opportunity to opt out of (or opt-in, as and if required by applicable law) the collection or use of data and information gathered in connection with the Site and System. Customer represents and warrants that (a) it has obtained the requisite approvals, authorizations and/or consents necessary for the transmission, use, storage and processing of Customer Data as contemplated hereunder; (b) Customer, and Customer Data shall comply with all applicable laws, rules and/or regulations including, without limitation, laws relating to privacy and data security, with respect to its use of the Customer Data as contemplated hereunder. As between the parties, Customer is responsible for the content and legality of all Customer Data and will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of Customer's use of the System. Customer Data shall be the Confidential Information of Customer. Paciolan also requires that Customer, in compliance with all applicable laws, include, in any email communications that Customer may make based on the Customer Data, a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Customer and that Customer honor all opt-out preferences, whether received directly

by Customer or indirectly through Paciolan. Customer shall indemnify, defend and hold harmless Paciolan for Customer's failure to perform any of its obligations under this Section.

(B) Data License. Customer hereby authorizes, and provides a license to, Paciolan to use Customer Data for purposes of performing under this Agreement, improving its products and services and developing best practices for the benefit of Customer and Paciolan's other customers, provided that such data may only be used by Paciolan for such product improvement and best practices purposes in aggregated and anonymous form (i.e. with personally identifiable information removed). For the avoidance of doubt, the authority and license granted herein shall survive any termination of this Agreement.

#### (C) Security Standards.

(i) PCI DSS. Paciolan will achieve and maintain Payment Card Industry Data Security Standard ("PCIDSS") compliance against the version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. Upon Customer's written request, Paciolan will provide Customer with evidence of its compliance with PCI DSS. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining reasonable security measures in compliance with PCI DSS for the security of cardholder data that Paciolan stores, processes or transmits on behalf of Customer. In the event of a known breach, or otherwise unauthorized access to cardholder data stored at or for Paciolan on behalf of Customer, Paciolan shall immediately notify Customer, and provide Customer and its Qualified Security Assessors (QSAs) with reasonable access to Paciolan's applicable facilities, personnel and records to conduct a review of Paciolan's compliance with the PCIDSS requirements. Paciolan will not be liable for the disclosure, monitoring, loss, alteration or corruption of cardholder data or other customer data to the extent it results from Customer's failure to implement and enforce reasonable security measures, including but not limited to currently acceptable PCI DSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords.

(ii) SOC2. During the Term, Paciolan shall undertake commercially reasonable efforts to maintain SSAE 18 SOC1 Type 2 certification. Upon Customer's written request, Paciolan will provide Customer with its most current SSAE 18 SOC1 Type 2 report.

#### 11. Representations and Warranties.

(A) Paciolan warrants that the Paciolan Software will materially perform in accordance with the Documentation. If the Paciolan Software fails to materially perform in accordance with the Documentation, Paciolan's sole obligation under this warranty is to remedy such failure by repairing or replacing the Paciolan Software, in a manner consistent with Paciolan's regular business practices.

(B) THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY PACIOLAN. PACIOLAN DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT

NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED.

(C) Customer represents, warrants and covenants to Paciolan that: (i) this Agreement has been duly authorized, executed and delivered on behalf of Customer by its duly authorized representative and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; (ii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to Customer or violate the rights of any third party, or result in any breach of, constitute a default under any agreement to which such party is a party; and (iii) no agreement or understanding between Customer and any third party contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement.

**12. Limitation of Liability.** IN NO EVENT SHALL PACIOLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST OR DESTROYED DATA, LOST TICKET OR ANY OTHER ECONOMIC LOSS, OF ANY TYPE OR NATURE, EVEN IF PACIOLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS OF SERVICE WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST PACIOLAN HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER PACIOLAN IN DEFAULT UNDER THIS AGREEMENT. IN NO EVENT SHALL PACIOLAN'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY CUSTOMER TO PACIOLAN DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

**13. Support Services.** Paciolan will supply Customer with the Support Services in accordance with Paciolan's support policies and procedures ("Service Policies"). If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The Support Services do not include assistance with integration to external Customer systems or custom reports specific to unique business operations.

**14. Services.** The delivery of all Professional Services, if any, and subscription services, if any, to Customer will be governed by this Agreement and the Investment Addendum or a Statement of Work. Acceptance of each applicable component of the System and the corresponding Professional Services, as applicable, by Customer will be deemed to have occurred as soon as such applicable component of the System is delivered and available for Customer use. Upon Customer's first use of the applicable

component of the System, Customer shall provide Paciolan with a certificate of acceptance.

**15. Miscellaneous.** Customer's execution of this Agreement indicates approval for Customer to be listed as a Paciolan client in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Paciolan products and services for distribution to trade and consumer media. At any time, Customer may, in its sole discretion, direct Paciolan to stop using Customer's name for the purposes listed in the preceding sentence by sending notice to Paciolan. Upon Paciolan's request, the parties shall issue a press release regarding the execution of this Agreement within thirty (30) days of the request, subject to the prior written approval of the parties, which shall not be unreasonably withheld, conditioned or delayed. Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the opening paragraph of this Agreement or at such address as may be provided by each party in writing from time to time, by overnight courier with proof of delivery. Notices will be deemed effective the day of delivery. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, pandemic, epidemic, infectious disease and Internet disturbance) that was beyond the party's reasonable control. Failure to enforce any provision of this Agreement will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture. Nothing in this Agreement will limit either party's ability to seek equitable relief. Any amendment (which may be in the form of an addendum) must be in writing and expressly state that it is amending this Agreement. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument. This Agreement (including its Exhibits, which are incorporated herein by reference) constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. All purchase orders submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of this Agreement. Without the prior written consent of other party, neither party shall assign or transfer this Agreement, except in the event of an assignment by a party to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Facsimile and electronic signatures shall be accepted as if the same were original signatures.

**16. Agency.** Agent represents and warrants that it has the authority as Customer's agent to bind Customer to the Agreement and that all of Agent's actions related to the Agreement, as amended from time to time, will be within the scope of such

agency. Agent will defend, indemnify, and hold harmless Paciolan from claims, damages, losses and liability resulting from Agent's alleged breach of the foregoing sentence.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

**PACIOLAN, LLC**

**GLOBAL SPECTRUM FACILITY  
MANAGEMENT, L.P DBA SPECTRA VENUE  
MANAGEMENT AS AGENT FOR THE CITY OF  
MOOSE JAW, SASKATCHEWAN**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MOOSE JAW, SASKATCHEWAN**

**CITY OF MOOSE JAW, SASKATCHEWAN**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[SIGNATURE PAGE TO MASTER SOFTWARE AND SERVICES AGREEMENT]

EXHIBIT A: PACMAIL ADDENDUM

This PACMail Addendum (“Addendum”) sets forth additional terms and conditions applicable to the license granted to the PACMAIL component of the Software. This Addendum shall be subject to the terms and conditions of the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail.

1. **Defined Terms.**

“Advertising Materials” means the promotional and/or creative content of email messages sent under this Addendum on behalf of Customer.

“Collecting Entity” mean the entity that collects email addresses for use under this Addendum.

“E-mail” or “email” means any electronic mail transmission (whether in the form of messages and/or files) that is sent or received by Customer through use of the PACMail Software.

“Landing Zone” or “landing zone” means the mutually agreed upon data format between Customer and Paciolan with respect to fields included, data types and delimiters.

“Notice to Users” means an online notice to Users describing the practices of Customer and/or their respective vendors regarding the collection, use and disclosure of email addresses, and the Opt Out Opportunity of such User. Where required by applicable law, “Notice to Users” also means notification to the appropriate governmental registrar or entity regarding the practices of Customer and/or its agents regarding the collection, use and disclosure of email addresses.

“Opt Out Opportunity” means an effective medium by which a User can notify Customer that the User declines to participate in the practices of Customer regarding the collection, use and disclosure of email addresses.

“Privacy Rules, Regulation and Principles” means rules, regulations and principles promulgated by government entities, industry self regulatory organizations or industry overseers generally recognized in a jurisdiction in which Licensed Services are rendered with respect to the privacy, the distribution of email messages, and data protection, including, without limitation, the European Union General Data Protection Regulation (GDPR), the United Kingdom Data Protection Act of 1998, the United States Children’s Online Privacy Protection Act (COPPA), United State CAN-SPAM Act, any future regulation or guidelines that may be adopted by the Department of Commerce the Federal Trade Commission or other agency of the government of the United States with respect to privacy or data protection, Canada’s Anti-Spam Law (CASL), and the Self-Regulatory Principles of the Digital Advertising Alliance (“DAA”) and the Code of Conduct of the Network Advertising Initiative (“NAI”).

“User” means the person corresponding to an email address.

“User Consent” means: (i) for email addresses collected outside the United States, consent required under applicable law; and (ii) for email addresses collected in the United States means an

affirmative act by the User giving Customer or its agents/vendors permission to send promotional email messages to the User. User Consent may be given at the time that the Collecting Entity collects the email address or as otherwise proscribed by applicable law.

“Web Site” means any point of presence maintained on the Internet or on any other public data network.

2. **Delivery of Licensed Services; Licenses.**

(A) Delivery. Paciolan licenses proprietary technologies and processes to provide Customer with the “Licensed Services”, which include an Internet-based, email marketing solution that allows Customer to send email promotional messages to fans, patrons or visitors (i.e. Users). The Licensed Services will be accessible to Customer through an Internet site hosted by Paciolan or its licensors at a URL to be designated by Paciolan from time to time (collectively, the “Site”).

(B) Ownership; No Implied Licenses The Intellectual Property Rights in the “look and feel” of the Site and/or the content provided by Customer shall be owned by Customer; provided, however, that all of the Intellectual Property Rights in the underlying software utilized in connection with the Site, including, without limitation, the PACMail component of the Paciolan Software, shall be owned exclusively by Paciolan or its licensors. All Intellectual Property Rights in the Customer Marks (as defined below), shall be owned exclusively by Customer (it being understood that Paciolan shall have the right and license to utilize and display such Customer Mark to the extent necessary to include such names, logos and other Customer content on the Site. “Intellectual Property Rights” means worldwide rights associated with (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, (ii) trademarks, service marks, domain names, trade dress, logos, and other brand or source distinctions, including related registrations and applications for registration, (iii) works of authorship, including copyright registrations, applications therefore, and moral rights, (iv) trade secrets and know-how, (v) divisions, continuations, renewals and re-issuances of the foregoing now existing or acquired in the future, and (vi) other intellectual property rights of any type throughout the world. Except as provided with respect to Customer License in Section 2(A), nothing set forth in this Addendum shall be deemed to grant or imply any license to the Site.

(C) Customer Marks. All proposed uses by Paciolan of the Customer trademarks, trade names, logos and other brand marks (collectively the “Customer Marks”) are subject to Customer’s prior approval. Paciolan specifically acknowledges that the Customer Marks and all rights therein belong exclusively to Customer. Each page of the Site shall include an attribution to



Paciolan. Paciolan reserves the right to modify this attribution from time to time during the term of this Addendum and update the attribution on the Site.

(D) Customer License. Paciolan hereby grants to Customer a non-exclusive, non-transferable license (the “Customer License”) to access and use the Site and to conduct and use the Site for Customer’s internal business purposes.

(E) License Restrictions. The Customer License shall be subject to the following restrictions: (i) Customer shall access and use the Site only for the intended uses and purposes for which the Site is designed; (ii) Customer shall not knowingly permit any person, other than its authorized employees, agents or contractors who have been assigned passwords by its system administrator, to access the Site; (iii) Customer shall not have any access to the source code to the Site and shall not reverse engineer, reverse assemble, decompile or otherwise derive source code from the Site; (iv) the Customer shall not remove, modify or obscure any copyright, trademark, patent and other proprietary notices that appear on the Site, or during the use of such solution; and (v) except as set forth herein, the Customer shall not rent, lease or lend the Site to any third party.

3. Customer Warranties. Customer represents and warrants that: (a) Customer has the right to enter into this Addendum and fully perform the obligations herein; (b) there is no contract, commitment or agreement to which Customer is a party that conflicts with this Addendum; (c) Customer shall comply with all applicable laws (including, but not limited to, applicable Privacy Rules, Regulations and Principles); and (d) Customer has the skill and experience necessary to the perform the services contemplated by this Addendum in a professional manner. Customer further represents and warrants that: (i) Customer has all authority, by ownership, license or otherwise, to use and publish the entire content of the Advertising Materials; and (ii) Customer or its agents has the right, either by ownership or license, to use, publish and supply to Paciolan the email addresses contemplated hereunder. Customer hereby expressly disclaims any representations and warranties by Paciolan’s licensor of the Licensed Services to Customer, and all liability of such licensor to Customer.

4. Customer Responsibilities. Customer agrees to:

(A) Update Customer’s corporate web site with marketing information regarding the Site;

(B) Establish a client login button, if applicable, on Customer’s corporate web site that will transport the client (i.e. customer of Customer) to the Site;

(C) Not permit any service competitive with the Site to originate from or be accessed by the Customer’s Website;

(D) Not use the Software or services provided hereunder to promote the offerings of any third party ticketing solutions provider, except as expressly approved by Paciolan in writing; and

(E) Further ensure that its privacy policy, as may be amended from time to time, complies with all applicable state and federal laws, rules and regulations, including, without limitation, Privacy Rules, Regulations and Principles. Customer shall publish its standard privacy policy in a prominent location on the Site for viewing by clients and shall provide adequate notice, disclosure and choice to clients regarding its collection, use and disclosure of client information.

(F) Agrees that, in connection with its use of the Licensed Services and PACMail Software and without limiting the generality of the obligations of Customer contained elsewhere herein, Customer shall ensure that (i) Customer’s use of the Licensed Services and PACMail Software, including email addresses, under this Addendum will not violate any applicable Privacy Rules, Regulations or Principles, (ii) for all email addresses used by Customer under this Addendum, the User will have been given a Notice to Users and an Opt Out Opportunity, and the User will have given his or her User Consent, as appropriate for the country or residence of such User, and (iii) Customer will not send unlawful or unsolicited email (commonly known as “spam” or “junk” mail).

(G) Conduct business in a manner which reflects favorably at all times on the goodwill and reputation of Paciolan, and will avoid deceptive, misleading and unethical practices.

5. Additional Terms. In the event that Paciolan becomes aware of or believes in Paciolan’s reasonable judgment, based on Paciolan’s information from carriers of email messages or other industry self regulatory organization or other industry overseer, that any email activity delivery by Paciolan or Customer for Customer under this Addendum includes messages to Users in violation of the terms of this Addendum, Paciolan shall have the right to take any and all of the actions described below in this section until such time as Paciolan can confirm the compliance of Customer with this Addendum. Paciolan will immediately notify Customer of such noncompliance and allow Customer to join the actions to confirm such compliance. In the event that Paciolan determines, after consultation with Customer, that email activity included messages to Users in violation of this Addendum, then: (a) Paciolan may cease further email activity for the particular mailing upon notice to Customer; (b) Paciolan may cease to service Customer until such time as Paciolan reasonably assures itself that Customer’s information and email messages are and will continue to comply with this Addendum; (c) if Paciolan believes, in its sole discretion and reasonable judgment, that as a result of continued services to Customer, Paciolan may be restricted from distributing emails over certain networks or be “blacklisted” by an industry self regulatory organization or other industry overseers, Paciolan may cease to provide any further service to Customer until such time as Paciolan can be reasonably assured that, by continued services to Customer, such industry self regulatory organization or other industry overseer will not restrict Paciolan from distributing emails over certain networks, blacklist Paciolan or otherwise interrupt service to or from Paciolan. Paciolan and Customer will work diligently to resolve any issues in this area to the benefit of all parties. Paciolan shall not have any right to discontinue the services hereunder if such restriction or

blacklisting is a result of anything other than Paciolan's service to Customer (e.g. for Paciolan's services to its other customers, or for general trends among privacy interest groups). If during any six (6) month period, the actions or failures of Customer give rise to the right of Paciolan with respect to three (3) separate campaigns to rightfully discontinue services pursuant to this Addendum, Paciolan shall have the right to provide Customer with a non-service notice, which notice shall inform Customer that it has thirty (30) days to provide to Paciolan a written plan to remedy the failures as described above (a "Remedy Plan"). In the event that (a) Paciolan does not receive a Remedy Plan, or (b) during the ninety (90) days following receipt of the Remedy Plan another action or failure of Customer gives rise to the right of Paciolan to discontinue services with respect to Customer pursuant to this Addendum, Paciolan shall have the right to provide Customer with a non-service termination notice, which notice shall inform Customer that it has thirty (30) days from such notice to notify Paciolan of Customer election to either commence self services of the product (such self service to commence within 180 days of the notice or such other date as the parties may determine), or terminate this Addendum. In the event of termination of this Addendum pursuant to this section, Paciolan will continue to service opt-in clients of Customer 180 days from notice by Customer of its election to terminate.

6. **Indemnification.** Customer shall defend and indemnify Paciolan and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this section, "Paciolan's Indemnitees") against, and hold Paciolan's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable legal fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Paciolan's Indemnitees occurring as a result of, or in connection with: (i) any breach under this Addendum by Customer or any of its officers, directors, employees and agents; (ii) use of the Services; (iii) use of the Site; or (iv) Customer's use of customer data.

7. **Transition.** At no additional charge, Paciolan may transition Customer to services provided by a different third party that are similar to the Licensed Services under similar terms and conditions, subject to such third party's required pass through terms and conditions.

EXHIBIT B: MERCHANT SERVICES ADDENDUM

This Merchant Service Addendum (“Addendum”) sets forth certain terms, conditions, obligations and commitments by Paciolan and Customer applicable to the merchant credit card processing services (“Services”) to be provided by Paciolan to Customer.

**1. Credit Card Processing.** Paciolan shall collect all money received from sales managed by Paciolan for Customer and holding all monies, including applicable taxes, less amounts due Paciolan, for the benefit of Customer and, where applicable, Event promoters. Paciolan will make such funds available to Customer by ACH Transfer, less any amounts due Paciolan by Customer according to the Investment Addendum or as otherwise reserved as provided herein (the “Settlement”). Each dispersal of funds to Customer shall be accompanied by a System report. System reports will form the basis for determining the gross receipts and deductions for Customer sales and shall be conclusive as to all amounts contained therein. At all times during the Term and for one (1) year thereafter, but no more than once per year, Customer shall have the right, at its own expense and on reasonable prior notice, to audit sales managed by Paciolan for Customer. Paciolan shall provide Customer with the ability to process payment for all sales with Visa, MasterCard, Discover, and American Express credit cards. Processing fees charged to Customer by Paciolan are set forth on the Investment Addendum and are subject to automatic increase upon notice due to increases imposed on Paciolan by its merchant bank. Customer may also agree to pay all credit card fees relative to the purchase price of such sales, any additional convenience fees that Customer may add to the sale, taxes or any other charges added to the price, and all fees imposed by the merchant bank or any credit card network or association for refunds that Customer may make or authorize Paciolan to make. Customer is responsible for all costs or expenses related to fraudulent credit card use, chargebacks or disputes, and any other fees associated therewith (individually and collectively “Chargebacks”). Paciolan will make every reasonable effort to document the Chargebacks with its merchant bank and to rectify the Chargebacks with purchasers. Any unresolved Chargebacks will be documented to Customer and deducted at Settlement. Customer acknowledges that due to banking regulations, Chargebacks which occur under this Agreement may occur up to eighteen (18) months from the date in which a purchaser has conducted a transaction through the System. Chargebacks which are a result of fraud have no timeframe limitation on purchaser’s and/or card holder’s ability to recover such charges. At the conclusion of the Term, Paciolan will retain an amount (via email) from the final Settlement for six (6) months for any unresolved Chargebacks. Customer acknowledges and agrees that in the case of any cancellation of an Event for which Paciolan processes payment via credit card, Paciolan is obligated to make refunds to those Ticket buyers that paid for Tickets via credit card, within two (2) business days of the time of Customer’s announcement of the cancellation of the Event. Customer authorizes Paciolan to refund the Customer established Ticket price and convenience fee(s) and shall (i) promptly and effectively advertise to the general public its policy and procedures on refunds to Ticket holders and, (ii) within two (2) business days of Customer’s announcement of the cancelled Event, provide Paciolan with sufficient funds, based on the System reports, to make such refunds, provided that Paciolan may withhold funds from the sale of Tickets to other Events to the extent of any deficiency in funds to make refunds. Any failure by Customer to timely remit the required funds as requested by Paciolan shall entitle Paciolan to terminate the Original Agreement in addition to any other right to which Paciolan may then be entitled. As a condition to any termination of the Agreement by Customer, whether upon expiration of the Term or otherwise, Customer shall be required to remit to Paciolan funds equal to the Ticket price and convenience fees for all Tickets sold via credit card for Events of Customer scheduled to occur after the date of termination (each a “Post Termination Event”), which Paciolan shall deposit in an interest bearing segregated account and from which Paciolan shall be entitled to pay refunds on account of any Post Termination Event which is cancelled. Upon the occurrence of any Post Termination Event, Paciolan shall remit to Customer, within two (2) business days from the date of such Post Termination Event, an amount equal to the Ticket price and convenience fees sold via credit card for such Post Termination Event held in the Paciolan segregated account, together with interest earned thereon, less any amounts due Paciolan from Customer.]

**2. PCIDSS.** Paciolan will achieve and maintain Payment Card Industry Data Security Standard (“PCIDSS”) compliance against the version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. Upon Customer’s written request, Paciolan will provide Customer with evidence of its compliance with PCI DSS. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining reasonable security measures in compliance with PCI DSS for the security of cardholder data that Paciolan stores, processes or transmits on behalf of Customer. In the event of a known breach, or intrusion of, or otherwise unauthorized access to cardholder data stored at or for Paciolan on behalf of Customer, Paciolan shall immediately notify Customer, and provide Customer and its Qualified Security Assessors (QSAs) with reasonable access to Paciolan’s applicable facilities, personnel and records to conduct a review of Paciolan’s compliance with the PCI DSS requirements. Paciolan will not be liable for the disclosure, monitoring, loss, alteration or corruption of cardholder data or other customer data to the extent it results from Customer’s failure to implement and enforce reasonable security measures, including but not limited to comply with this Addendum and currently acceptable PCI DSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords.

**3. Paciolan Obligations and Responsibilities.** Paciolan will provide the Services in accordance with PCI DSS requirements and the P2PE Self-Assessment Questionnaire (SAQ).

**4. Customer Obligations and Responsibilities.**

**a.** In order to begin accepting credit card payments, each Customer business unit must receive prior written approval from Paciolan, which may be via email. All Customer business units that process credit card and debit card transactions under Paciolan’s

Services must ensure that the payment process and related recordkeeping procedures follow Paciolan's policies and procedures, PCIDSS and all applicable laws. Signed charge slips for card present transactions will be maintained by Customer for three (3) years. These procedures apply to all Customer employees, contractors, tenant teams, outlets, students, agents, vendors and other personnel ("Customer Personnel") involved in the processing of debit and credit card payments in connection with the Services. Customer shall be responsible and liable for Customer's Personnel's compliance with this Addendum.

**b.** Customer will be responsible for ensuring all users of Paciolan's ticketing systems, services and environment (System) employed, engaged, contracted, retained by or associated with Customer, including but not limited to, Customer Personnel, follow comply with this Addendum. Customer will complete an annual review of this Addendum and verify its and its Customer Personnel's commitment to comply with this Addendum, provide adequate training and informational meetings to Customer Personnel handling credit card functions, and implement appropriate procedures as provided in this Addendum. In addition, Customer:

- i. Will ensure all payment processing is only via the validated PCI Point-to-Point Encryption (P2PE) solution approved and listed by Paciolan, unless Paciolan authorizes the use of other means in circumstances wherein the P2PE solution provider has outages or maintenance.
- ii. Will ensure that the only systems in the Customer environment that process or transmit account data are the Point of Interaction (POI) devices, using Paciolan approved payment application (Pac7) which are approved for use with the validated and PCI-listed P2PE solution.
- iii. Will not otherwise receive or transmit cardholder data electronically.
- iv. Will Implement all controls in the P2PE Instruction Manual (PIM) provided by the P2PE Solution Provider.
- v. Will protect the P2PE devices that capture payment card data via direct physical interaction against tampering and substitution, by periodically inspecting such devices, training Customer Personnel to be aware of suspicious behavior and reporting any tampering or substitution of such devices.
- vi. Ensure that each Customer Personnel read and comply with this Addendum.

**c.** Customer shall be responsible for and ensure the following:

- i. Any Customer department and/or Customer Personnel that accepts, captures, stores, transmits and/or processes credit or debit card information must comply with this Addendum and participate in the annual self-assessment process and training.
- ii. Only authorized and properly trained Customer Personnel may accept and/or access credit or debit card information. No other individuals may have access to credit card information.
- iii. Customer may only accept and process credit and debit card payments by methods that are approved by the Paciolan's authorized personnel. Customer may only utilize card payment methods authorized in writing by Paciolan's authorized personnel.
- iv. Paciolan has contracted with VISA Cybersource to provide credit card payment gateway services and Bluefin Payment Systems to provide PCI-DSS validated P2PE card-swiping devices. The Bluefin Payment Systems' ID Tech SRedKEY device is the authorized method of payment processing for on-line credit card transactions. Paciolan uses a version of Cybersource which has also been certified as compliant with PCI-DSS.
- v. Electronic storage of credit card information at Customer location devices will not occur because of the increased risk that it presents.
- vi. Each Customer Personnel who has access to credit or debit card information is responsible for protecting that information on behalf of Customer. Credit and debit card information must be securely destroyed as soon as it is no longer necessary to maintain the information by Customer. Physical documents containing credit or debit card information must be stored by Customer in secured access-controlled locations such as locked cabinets. The validation code and personal identification number should not be stored in any form. In no case should credit card information be transmitted by Customer or Customer Personnel via insecure protocols like email or text message.
- vii. Each Customer department that handles credit card information must have written procedures for complying with PCI-DSS and providing appropriate segregation of duties.
- viii. Suspected theft of credit or debit card information or inappropriate activity must be reported immediately to Paciolan's Technical Security Staff and Paciolan's Customer Services Department.

**d.** Customer shall ensure that Customer and Customer personnel comply with the following:

- i. Customer and Customer Personnel will NOT do the following:
  1. Do not transmit cardholder's credit card data by e-mail or fax;
  2. Do not store credit card data for repeat customers on paper in an unsecured area;
  3. Do not store PIN or CVV2/CVC2/CID number;
  4. Do not electronically store on any system, computer file or server, any unencrypted credit card data;
  5. Do not electronically store any credit card data on laptop or PC's;
  6. Do not share user IDs for systems access;
  7. Never acquire or disclose any cardholder's data without the cardholder's consent;
  8. Do not use Paciolan TRes product (via SB Client) to process, transmit or look-up credit card data; and
  9. Do not perform any credit card related functions (Process, transmit or look-up) via the Pac7 interface with the check box for "Use Encrypted Card Reader" unchecked within the payment options under Pac7 controls.
- ii. Customer and Customer Personnel will do the following:
  1. Store all physical documents containing credit card data in a locked drawer, locked file cabinet, or locked office;

2. Maintain strict control over the internal and external distribution that contains credit card data;
3. Change vendor supplied or default passwords;
4. Ensure that passwords conform with Paciolan's information security rules and recommendations"
  - a. Require all passwords to be at least 7 characters in length;
  - b. Require complex passwords, consisting of both numeric and alphabetic characters; and
  - c. Require that new passwords for operator user accounts cannot be the same as the four previously used passwords.
5. Properly dispose of any media containing credit card data;
6. If Customer receives an unencrypted email from a customer with credit card data notify the customer that they should no longer send this information via email and delete email immediately;
7. Process all credit card related transactions only using the Pac7 application via the ID Tech SRedKey device only;
8. Establish, publish and maintain an information security policy for Customer Personnel and disseminate to all relevant Customer Personnel. Review and update such policy at least annually; and
9. Ensure all users of the Services and handling functions related to credit cards, review this Addendum and acknowledge the responsibilities.

**e.** Customer's or Customer Personnel's failure to comply with this Addendum may result in (i) loss of Customer's ability to process credit card transactions, (ii) substantial fines and (iii) increased auditing requirements if such failure results in a data breach of the credit card information. If Customer or Customer Personnel breach any term of this Addendum, Paciolan may suspend or terminate this Addendum and the Services.

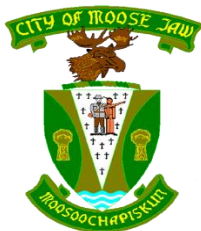
**f.** If Paciolan is required to undertake remedial action and/or incur penalties, costs and expenses due to Customer's failure to perform its obligations under this Addendum or Customer's breach of this Addendum, then Customer will reimburse Paciolan for such penalties, expenses and costs. For the purposes of this section, remedial action may include, without limitation, improvements to Customer security measures; notice to individuals, credit reporting agencies, public authorities and other entities; Paciolan service support; credit monitoring and defense and satisfaction of third party claims.

**g.** Customer agrees to defend, indemnify and hold harmless Paciolan, its affiliates, and each of their respective directors, officers, managers, employees, members, shareholders and agents and all of their respective successors and permitted assigns (collectively, the "Indemnitees"), against, and to hold the Indemnitees harmless from, any and all judgments, expenses, fines, penalties, or other losses which may be suffered by, imposed on, or incurred by any of the Indemnitees as a result of: (a) any breach of this Addendum by Customer or its agents, subcontractors or employees and (b) Customer's violation of any laws, including, without limitation, all applicable federal, state and foreign privacy and data protection laws.

**h.** Customer shall provide Paciolan with reasonable access to Customer's applicable facilities, personnel and records to conduct a review of Customer's compliance with this Addendum.

EXHIBIT C: INVESTMENT ADDENDUM

**This entire exhibit has been removed pursuant to section 18(b) of The Local Authority Freedom of Information and Protection of Privacy Act, SS 1990-91, c L-27.1 because it discloses financial and commercial information that has been supplied in confidence, implicitly or explicitly, to the City of Moose Jaw by a third party (Paciolan, LLC).**



# City of Moose Jaw

## COMMUNICATION # CC-2020-0214

**TITLE:** Ticket Rocket Ticket Refunds

**TO:** City Council

**FROM:** Office of the City Manager

**DATE:** September 8, 2020

**PUBLIC:** PUBLIC DOCUMENT

### **RECOMMENDATION**

THAT ticket purchasers that were unable to obtain a refund from Ticket Rocket, their credit card company or other means for the following concerts and events that were cancelled due to COVID-19 be provided a gift card in an equivalent amount spent for use for upcoming concerts or hockey games:

- ZZ Top concert – scheduled for May 10, 2020;
- High Valley concert – scheduled for May 28, 2020; and
- Moose Jaw Warriors games – scheduled for March 14, 17 and 21, 2020.

### **EXECUTIVE SUMMARY**

Ticket Rocket, the Moose Jaw Downtown & Soccer/Fieldhouse Facilities Inc.'s ("DFFH") former ticketing services provider, was required to provide refunds to ticket purchasers of the cancelled ZZ Top and High Valley concerts, scheduled for May 10 and May 28 respectively, and ticket purchasers of the cancelled Moose Jaw Warriors games scheduled for March 14, 17 and 21 (the "Refunds"). Ticket Rocket held all ticket sale proceeds in their accounts as per the ticketing services agreement originally made with DFFH and therefore they had (and continue to have) the sole care and control of any such funds and the legal obligations towards ticket holders with regards to the Refunds.

On August 22, 2020, the publicized deadline had passed for Ticket Rocket to issue the Refunds and the City is now of the reasonable belief that Ticket Rocket does not intend to issue the Refunds. The City has no legal obligation to provide refunds as the sale of tickets and cancellations are a separate contract between Ticket Rocket and the ticket purchasers directly.

The City is believed to have a moral obligation to “make this right” for the ticket purchasers that were not able to obtain a refund from Ticket Rocket, which is now appearing to disregard their moral and legal obligations regarding the Refunds and which in turn is negatively affecting the City of Moose Jaw, Mosaic Place, Spectra Venue Management and customers.

## **BACKGROUND**

On June 14, 2016, the DFFH and Ticket Rocket entered into an agreement for ticketing services, equipment and box office operations for Mosaic Place. The terms of the original agreement were such that Ticket Rocket held the ticket money in a separate account and that Ticket Rocket had the responsibility to settle the events with the facility within 7 working days after an event. The relationship between the parties was difficult and began to deteriorate to the point that they mutually agreed to terminate their relationship in May 2020.

The parties entered into a settlement agreement effective as of May 29, 2020 (the “Settlement Agreement”), which constituted an all-inclusive settlement to resolve amicably and conclusively all the matters and claims between the parties. That Settlement Agreement stated explicitly that nothing in the Settlement Agreement released Ticket Rocket from the requirement to comply with all its legal obligations to persons who purchased tickets and who may be entitled to refunds for cancelled events.

Ticket Rocket advised the public and/or employees and agents of the City and Mosaic Place that they would be issuing refunds for the cancelled ZZ Top and High Valley concerts, and the cancelled Moose Jaw Warrior games by August 22, 2020 but have failed to do so. Since that time, the City and Mosaic Place has made ongoing efforts to reach out to representatives of Ticket Rocket and Ticket Rocket's legal counsel to seek updated information on the Refunds and to petition for the Refunds. At this time, we do not believe that Ticket Rocket intends to issue the Refunds.

The City adamantly condemns Ticket Rocket's current failure to refund amounts lawfully owed to ticket holders of cancelled events. However, the City is of the opinion that it does not have any reasonable legal claim or recourse against Ticket Rocket to force such Refunds to occur.

## **DISCUSSION**

Some ticket purchasers have been able to obtain refunds through their credit card companies and the exact outstanding amount of Refunds owing is not known.

The City acknowledges that the ticket purchaser purchased their tickets from Ticket Rocket and therefore the transaction, relationship, and obligations regarding the tickets should be between the ticket purchaser and Ticket Rocket. However, in this circumstance, it is believed that there is a moral obligation owed by City to the ticket holders.

The DFFH engaged the services of Ticket Rocket to provide an important service to customers and it is believed that some equivalent value must be provided to those customers that were not able to obtain a refund. Although the City inherited this contract when the DFFH was dissolved, the City should take the right actions to end this contract



on a positive note for ticket holders, who are blameless but who have suffered loss as a result.

The community was clear in 2018 that they wanted concerts and events to happen at Mosaic Place and while COVID-19 has halted that process, Mosaic Place is actively seeking concerts and events that is initially believed will be able to start again in 2021 and together with Spectra Venue Management we are working on some exciting concerts.

It is recommended that that any ticket purchaser that can prove the purchase of a ticket for the events discussed in this report and who agrees to complete an affidavit swearing that they have not received a refund, should be provided with a gift card in an equivalent value for tickets to an upcoming concert or hockey game (as the case may be) due to the following:

- all indications are that concerts will be happening again in 2021 and it will be cost effective to provide gift cards to those concerts given that there are generally extra un-sold seats available at events;
- the City does not hold any of the ticketing funds, in excess of \$200,000, to provide refunds to ticket holders;
- some ticket purchasers have been able to obtain refunds from their credit card companies.

The procedure generally envisioned for the City to provide these gift cards to ticket purchasers of the cancelled events is as follows:

- Spectra Venue Management on behalf of Mosaic Place and the City would reach out to ticket purchasers to advise of the gift card plan and procedure;
- The original ticket purchaser for the events referred to in this report must fill out forms that would verify the ticket purchaser's purchase, sign an affidavit stating that they have not received a refund, and provide any other required information; and
- City Administration and Spectra Venue Management would work together to verify each ticket purchase prior to issuing any gift card.

### **OPTIONS TO RECOMMENDATION**

THAT the City issue cash refunds to ticket purchasers of the cancelled ZZ Top and High Valley concerts, scheduled for May 10 and May 28 respectively, and/or the Moose Jaw Warriors games scheduled for March 14, 17 and 21.

THAT the City does not provide any compensation rightfully owed to ticket purchasers by Ticket Rocket.

**STRATEGIC PLAN**

This report supports the City's Strategic Plan 2020 values of being customer-focused in our deliberations and actions; responsive to citizen needs; solution focused; and starting with 'YES' in serving the community. Additionally, the value and promise not to betray the trust that exists when we are together, or the trust instilled to us by the public we serve.

**PRESENTATION**

Mr. Jim Puffalt, City Manager, will provide a brief overview of this report.

**REPORT APPROVAL**

Written by: Jim Puffalt, City Manager  
Reviewed By: Tracy Wittke, Assistant City Clerk  
Approved by: Jim Puffalt, City Manager  
Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

Resolution No. \_\_\_\_\_

**Report Approval Details**

Document Title:	Ticket Rocket Ticket Refunds - CC-2020-0214.docx
Attachments:	
Final Approval Date:	Sep 3, 2020

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke

**No Signature - Task assigned to Jim Puffalt was completed by workflow administrator Maureen Latta**

Jim Puffalt

**No Signature - Task assigned to Fraser Tolmie was completed by assistant Caroline Dreger**

Fraser Tolmie



# City of Moose Jaw

## COMMUNICATION # CC-2020-0216

**TITLE:** Water Main Replacement Construction Communication Update

**TO:** City Council

**FROM:** Department of Communications

**DATE:** September 1, 2020

**PUBLIC:** PUBLIC DOCUMENT

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### **RECOMMENDATION**

THAT Communication #CC-2020-0216 regarding the Water Main Replacement Construction Communication Update be received and filed.

### **EXECUTIVE SUMMARY**

Since 2018 the City of Moose Jaw has taken multiple steps to enhance communication practices surrounding the Water Main Replacement Program. The goal is to give property owners notice when work will impact their business, provide them with all relevant information about the project and its impact, provide opportunities for property owners to ask questions, and then provide regular status updates when the project is underway, all the while encouraging an open line of communication to City Hall.

Each location brings its own set of challenges, from project execution to communication, and some locations are more complex than others. Water Main Communication is, and needs to be, a joint effort between the Department of Communications, the Department of Engineering Services and the selected contractor.

The purpose of this report is to shed light on the various tactics used for Water Main communication to property owners, and opportunities for greater communication success.

### **BACKGROUND**

The Water Main Replacement Project was approved by Council and implemented in 2015. It is a project critical to the future of water safety and security for Moose Jaw residents.

As with all construction projects, it does cause disruption for property owners in selected water main replacement locations for which we apologize. When those locations are in business corridors, those disruptions are extended to the business owners, operators, employees and customers.

Since 2018 the City has taken a more proactive approach to communicating to businesses when construction projects are scheduled for their location. Specifically related to Water Main Replacement construction, those steps have included:

- Door-to-door, in-person notification to property owners by City staff and/or contractors.
- Traditional mailing of informational program literature.
- Open House Information sessions.
- Construction updates on City website and social media.
- Earned media coverage.
- Signage in construction zones indicating "Businesses Open" (Attachment A).
- (New in 2020) Notifications via the City app.

The City also addressed Water Main Communication in the Communication Policy, adopted by City Council in September of 2019 (Attachment B). Relevant wording:

- When capital construction projects (i.e. water main replacement, road repair/reconstruction) are scheduled, business owners shall be hand-delivered notices regarding the pending project a minimum of one month from the expected construction start date.
- Information provided will relate to overall scope of the project, potential disruptions and providing customer/delivery access. At that time an estimated construction start date shall be provided.
- Once a construction date has been finalized, updated notices shall be delivered a minimum of one week prior.
- Business owners shall be provided with contact information of the Project Manager and Communications Manager to address ongoing questions or concerns.
- Where construction impacts access to area businesses, communications messaging shall indicate that "businesses remain open" throughout the project and, where applicable, maps be produced showing how customers may access the respective business(es) during construction.

- Regular updates shall be posted to the City website/social media accounts/local media regarding any changes to traffic accommodation plans, project timelines, etc.

## **DISCUSSION**

The following is a breakdown of some key dates related to our water main communication to businesses in 2020:

March 16 – Letters hand-delivered to 0-300 block High St. and 0-200 block Fairford St. properties, advising of pending water main replacement. Follow up emails/letters sent to property management companies/those that were not present at time of delivery.

March 17 – All City facilities closed to public due to COVID-19 safety measures, which meant scuttling our planned Open House information sessions for affected property owners.

April 8 – 2020 Water main locations media release issued.

April 17 – The planned Power Point presentation for the Open Houses was produced as a video and posted to the City's YouTube channel. Follow-up letters were sent to property owners advising where to watch the video (City YouTube page) and to contact the Engineering department with any questions (Attachment C).

May 15 – NIS hand-delivers project update letters to affected property owners on 0-300 block High St., (Attachment D). Letter includes *"If you have a secondary access for customers (back/side entrance) please indicate and email to the City's Communications Manager, Craig Hemingway. His email address is: chemingway@moosejaw.ca. The City will provide regular construction updates on their website (www.moosejaw.ca) and with the City of Moose Jaw app"*.

Water Main update media releases issued: May 15, 22, 28, June 3, 17, 26, July 2, 10, 17, 31, August 7, 14, 20, 28.

June 18: City issues **"City Council Approves Additional 2020 Water Main Replacement Location"** release, detailing additional work on 2<sup>nd</sup> Avenue NW between Manitoba and Fairford St., as approved by City Council.

June 26 – Communications Manager and Project Manager hand-delivered update letters to 0 block High ST. businesses advising that the project would be starting on their block June 30 (Attachment E).

As noted, the selected Contractor plays a vital role in communication. They are "on the ground" and in contact with property owners detailing the project, how it may affect their property/water supply, etc. The City has received multiple compliments from business owners related to their dealings with this year's contractor. The same can be said of the selected contractor the previous two years as well.

Communication challenges presented in 2020 included a scope change (adding 2<sup>nd</sup> NW as a location that impacted the High St. timeline), and incorrect information from a sub-contractor (paving work did not begin on the communicated start date).

Communication successes included engagement with the Moose Jaw & District Chamber of Commerce, who shared some of our updates with their members, and engagement with a High St. business that allowed the new median on the 100 block to be designed such that it provided maximum access.

The Water Main Communications strategy is always evolving in order to best meet new challenges. Future opportunities for success include further engagement with community partners (such as the Chamber of Commerce) to help spread business access information, use of video, and additional signage. (Attachment E). One-to-one communication will continue whenever possible.

### **OPTIONS TO RECOMMENDATION**

- Do not receive and file.

### **COMMUNICATION PLAN**

As noted, the City will continue to monitor and refine our Construction Communication strategies as needed.

### **STRATEGIC PLAN**

This report supports the long-term strategy to be customer-focused in our deliberations and actions, always start with open, honest and frank conversations with our stakeholders and be forward-thinking and innovative in identifying problems and finding solutions.

### **PRESENTATION**

Mr. Craig Hemingway, Communications Manager, will provide a brief overview of this report. Mr. Bevan Harlton, Director of Engineering Services, will also be in attendance to provide additional project detail as needed.

### **ATTACHMENTS**

- A. WM Construction Sign 2020
- B. CityMJCommunicationPolicy2019
- C. MJ WMRP Notice April 2020
- D. Construction Notice High Street 2020
- E. 2020 WMR Business Update – 0 Block High St. West
- F. Business Access Sign Design

**REPORT APPROVAL**

Written by: Craig Hemingway, Communications Manager  
Reviewed by: Tracy Wittke, Assistant City Clerk  
Approved by: Jim Puffalt, City Manager  
Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

Resolution No. \_\_\_\_\_



## Report Approval Details

Document Title:	City of Moose Jaw Water Main Replacement Construction Communications Update - CC-2020-0216.docx
Attachments:	<ul style="list-style-type: none"> <li>- WM Construction Sign 2020.jpg</li> <li>- 2020 WMR Business Update - 0 Block High St. West.pdf</li> <li>- CityMJCommunicationPolicy2019.pdf</li> <li>- Business Access Signage Design.pdf</li> <li>- MJ WMRP Construction Notice High Street 2020.pdf</li> <li>- MJ WMRP Notice April 2020.pdf</li> </ul>
Final Approval Date:	Sep 2, 2020

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Jim Puffalt



Fraser Tolmie



Enterprise

MOOSE JAW  
Water Main Replacement  
Construction  
Local Businesses Open  
www.MooseJaw.ca

conexus  
Staff  
Parking Only  
24 Hours

STOP

LINE  
LINE  
N55



## City of Moose Jaw

### 2020 Water Main Replacement Project Business Owner Update

Dear Property Owner;

The City of Moose Jaw's Water Main Replacement Program is fully underway on High St. West and as crews continue to make progress we can provide the following update:

- Beginning Tuesday, June 30, NIS Construction Ltd. (contractors) will mobilize on the 0 block of High Street West. In order to successfully complete the project, all vehicle traffic on the 0 block will be prohibited and the intersection of High St. and First Avenue NW will be closed. Two-way traffic is not possible due to the existence of the median separating the eastbound and westbound lanes.
- Sidewalks will generally remain open, though if service connection work is required to certain properties then that would impact the sidewalk in front of those properties.
- The City of Moose Jaw is committed to informing residents and visitors that businesses are open during construction and providing maps that show alternate parking and access points. If you have a secondary access for customers (back/side entrance) please indicate and email to the City's Communications Manager, Craig Hemingway. His email address is: [chemingway@moosejaw.ca](mailto:chemingway@moosejaw.ca).
- The City will provide regular construction updates on our website ([www.MooseJaw.ca](http://www.MooseJaw.ca)) and with the City of Moose Jaw app.

If you have any questions, please contact our Engineering Department at 306-694-4448 or email: [contactengineering@MooseJaw.ca](mailto:contactengineering@MooseJaw.ca).

Yours truly,

Bevan Harlton  
Director, Engineering Services  
City of Moose Jaw

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# CITY OF MOOSE JAW COMMUNICATION POLICY

EST. SEPTEMBER 23, 2019





## CONTENTS

- 2 Mission Statement
- 2 External Communication
- 2 Media Relations
- 4 Public Notice
- 8 Public Engagement
- 10 Construction Communication
- 11 Emergency Communication
- 12 Social Media/City Website
- 13 Friendly City Insider Podcast
- 14 City Council Meetings
- 15 Advisory Committees
- 16 Customer Service
- 18 Internal Communication
- 19 Guidelines for Two-Way Communication with City Council

# COMMUNICATIONS POLICY

## MISSION STATEMENT

The City of Moose Jaw strives to provide open, honest communication with residents, businesses, City employees, and visitors. Communication plays an integral role in the success of each City department, both externally and internally. All City of Moose Jaw employees engage in communication practices daily, whether one-on-one with customers/public, with co-workers or with the media.

The Communications Policy provides background information and guidelines for the various forms of communications practices that are, or should be, in place to ensure a high level of communications proficiency.

## EXTERNAL COMMUNICATION

The City of Moose Jaw employs a wide variety of platforms for communicating to the public so we may provide information and education about City programs and services, and transparency about “what we do and why we do it.”

These platforms include:

City Website – [www.MooseJaw.ca](http://www.MooseJaw.ca)

City Social Media Accounts (Facebook, Twitter, Instagram, YouTube)

“Friendly City Insider” Podcast (Produced out of the City Communications Manager Office)

Mail Campaigns

## MEDIA RELATIONS

The City of Moose Jaw needs to let the public know who we are and what we do. That message is often conveyed through the news media. The entire City staff needs to be aware of how we can cooperate with the media to better serve the public.

There are several external media outlets in Moose Jaw that provide coverage of matters related to City Council and City of Moose Jaw operations. Within that group are “traditional” (radio/print/television) and digital (online) platforms operated by companies that own media outlets in other markets across Canada.

Additionally, there are independently operated websites that provide coverage of City Council and City of Moose Jaw operations.

## COMMUNICATION GOALS:

- Establish a uniform procedure for working with the media that will help ensure accuracy, City-wide coordination and a timely response to meet media deadlines.
- Maintain a respectful, professional working relationship with the media.

## POLICY:

- The City shall respond to all media requests.
- The City will monitor media coverage of City-related news and with discretion may seek corrections if content is found to be factually incorrect or a significant misrepresentation of facts.
- Media shall direct all interview and/or information requests to the Communications Manager, who will then facilitate arranging interviews and/or answers to media questions.
- If media contacts a department immediately, media shall be directed to the Communications Manager for further follow-up.
- The Communications Manager shall be notified by the interviewee after a media interview takes place. The notification to the Communications Manager can be via e-mail, text or phone call, whatever is easiest for the interviewee.
- Where deemed necessary the Communications Manager shall work with respective City Staff on matters related to dealing with media.
- The Mayor shall typically be the City Council spokesperson when discussing decisions of Council, though City Council Members may respond to media inquiries at their own discretion.
- Responding to media inquiries at fires and other emergency and/or public safety situations may be handled differently in order to suit the specific nature of each incident. The responses typically must come from the scene and from the designated spokesperson at that scene. In the case of Fire and Police the spokesperson is typically determined by the person in charge of the scene. Power outages or problems involving Water/Wastewater are also included in this exception. The Communications Manager should be notified in those instances where there is media coverage and will come to the scene when warranted.



## PUBLIC NOTICE

It is the City's goal to provide notice to the public reflecting any new program or service, of any changes to existing programs or services or any matter affecting the lives of Moose Jaw residents and/or businesses. There are numerous other circumstances where the City is obligated to provide public notice. These circumstances are noted in the City Administration Bylaw No. 5175, which contains the following relevant sections:

### 3. MATTERS FOR WHICH NOTICE MUST BE GIVEN

- 3.1 Public notice in accordance with this policy shall be given before Council initially considers the following matters:
- (a) prohibiting or limiting the number of businesses of a particular type in an area of the City or specifying separation distances between businesses of a particular type;
  - (b) permanently closing or blocking off a street, lane or walkway;
  - (c) permanently modifying an intersection with the use of physical barriers;
  - (d) permanently closing a median opening;
  - (e) borrowing money, lending money or guaranteeing the repayment of a loan;
  - (f) moving capital moneys to an operating budget or reserve;
  - (g) imposing a special tax or determining the use to which excess revenue from a special tax is to be put;
  - (h) establishing an investment policy;
  - (i) selling or leasing land for less than fair market value and without a public offering;
  - (j) selling or leasing park lands and dedicated lands except where the land is covered by public notice provisions in an Act other than *The Cities Act*;

- (k) establishing a purchasing policy;
- (l) establishing a business improvement district;
- (m) setting remuneration for council or committee members;
- (n) increasing or decreasing the number of councillors on Council;
- (o) appointing a wards commission and dividing the City into wards;
- (p) amending or repealing a bylaw for which public notice was a requirement at the time the bylaw was passed;
- (q) any matter where holding a public hearing is required under *The Cities Act* or any other Act;
- (r) discussing a matter at a public meeting held as a result of a petition signed by the required number of electors; and
- (s) an amendment or repeal of a bylaw or resolution when the resolution or bylaw was passed as a result of a vote of the electors.

#### **4. NOTICE TO THE GENERAL PUBLIC AND AFFECTED PARTIES**

- 4.1 Notice shall be given to the general public for all matters set out in section 3.1 in accordance with this section:
- (a) notice of the matter shall be published in a local newspaper circulated in the City at least seven (7) clear days prior to the meeting at which Council will initially consider the matter; and
  - (b) notice of the matter shall be posted at City Hall at least seven (7) clear days prior to the meeting at which Council will initially consider the matter; and
  - (c) notice of the matter shall be posted on the City's web site at least seven (7) clear days prior to the meeting at which Council will initially consider the matter.
- 4.2 In addition to the general notice requirements of section 4.1, **additional** notice shall be given in accordance with subsection 4.3 to all affected parties when Council is initially considering the following matters:
- (a) prohibiting or limiting the number of businesses of a particular type in an area of the City or specifying separation distances between businesses of a particular type;
  - (b) permanently closing or blocking off a street, lane or walkway;
  - (c) permanently modifying an intersection with the use of physical barriers;
  - (d) permanently closing a median opening;
  - (e) imposing a special tax or determining the use to which excess revenue from a special tax is to be put; and
  - (f) establishing a business improvement district.

- 4.3 **Additional** notice of the matters listed in subsection 4.2 shall be given using either of the following methods:
- (a) by mailing notice of the matter to all affected parties by ordinary mail which is to be postmarked no later than seven (7) clear days prior to the Council meeting at which the matter will initially be considered; **or**
  - (b) by leaving notice of the matter in a mail receptacle at the address of the affected party at least seven (7) clear days prior to the Council meeting at which the matter will initially be considered.

5. **NOTICE OF FURTHER DEALINGS RESPECTING A MATTER**

- 5.1 Subject to subsection 5.2, the notice requirements provided for in this policy shall only be applied when Council initially considers a matter. For purposes of clarity, unless otherwise directed by Council and subject only to subsection 5.2, no notice, including notice to affected parties, will be given of any subsequent meeting of Council at which the matter will be considered.

- 5.2 The City Clerk shall provide at least four (4) hours notice to any interested party of any further proceedings by or before City Council involving a matter for which such party has expressed an interest.

## 6. DISCRETION OF COUNCIL

- 6.1 The notice requirements set forth in this policy are minimum requirements and are not intended to limit City Council's discretion to provide additional notice, utilizing different or additional methods or repeating notice, as may be deemed appropriate by City Council.

## 7. RESPONSIBILITIES OF CITY CLERK

- 7.1 The City Clerk shall be responsible to City Council for ensuring compliance with this policy and may, in his/her absolute discretion:
- (a) refuse to place any item on the agenda of City Council, where there has been substantive non-compliance with the notice requirements of this Policy; or
  - (b) where there have been deficiencies in meeting the notice requirements provided for in this Bylaw, place any item on the agenda of City Council, with a caution to members of City Council that the matter should be tabled pending full compliance with the notice requirements set forth in this Policy.

## PUBLIC ENGAGEMENT

At all times the City of Moose Jaw welcomes resident feedback and provides the following platforms for residents or businesses to communicate with City Administration and/or City Council:

- The "Contact Us" link on the home page of MooseJaw.ca provides telephone numbers and email addresses to all City departments
- The 'City Council' page of MooseJaw.ca lists the public phone numbers and email addresses of the Mayor and City Council
- City Hall is open to the public Monday through Friday, 8:15a.m.-5:00 p.m. year-round, with the exception of Statutory holidays.

- Residents are welcome to speak during the “Open Forum” held during regular meetings of City Council. In addition, any resident wishing to make a presentation to Council may do so by registering with the City Clerk’s Office.
- Facebook Messenger. Questions and/or comments sent to the City of Moose Jaw account on Facebook Messenger will receive a response within **two business days** from the time the inquiry was submitted. The City of Moose Jaw does not engage\* in Facebook conversations generated by posts on the City of Moose Jaw account.

\*Some exceptions may apply during emergency situations.

The City of Moose Jaw often solicits feedback on Civic matters and will forward that information for City Council’s use in their decision-making process. Tools used to solicit that feedback include:

- Media Releases
- Social Media
- Public online surveys
- Targeted online and/or phone surveys
- Open House-style information sessions
- City staff bringing information displays to public events

## POLICY

When a new Bylaw, or amendment(s) to an existing Bylaw is being considered, the City will utilize one or more of the above tools to solicit resident and/or business feedback. Feedback will then be presented to City Council for consideration. Feedback tools may also be used to engage residents regarding other City initiatives. Use of said tools will be at the discretion of the Strategic Leadership Team

## CONSTRUCTION COMMUNICATION

When the City of Moose Jaw undertakes construction/infrastructure projects (either planned or to address infrastructure failure) it is imperative to communicate any disruption of service to all who may be affected, including:

- Property owners
- Business owners
- Residents

## COMMUNICATIONS GOAL:

The City has several Communications tactics available to deliver pertinent messages about construction/repairs and any related disruption(s). These tactics include:

- Delivery of notices to all properties in the construction zone who may experience a disruption to their daily lives
- Media Release detailing the project
- Information posted to the City's website and social media accounts
- Electronic billboards on the perimeter of the construction zone

## POLICY:

- Any or all of the above tactics shall be utilized as part of a Communications strategy for each project, with the Communications Manager and Engineering Dept./Municipal Operations determining the optimum approach based on the expected community impact of the project.
- When construction is planned, notices to residents shall be delivered between 24-72 hours prior to construction beginning.
- When the construction is in response to an infrastructure failure (water main break, etc.), notices to affected properties shall be delivered within two (2) hours of the incident being recognized by City of Moose Jaw crews.\*
- **\*There may be instances where it may take more than two hours for crews to isolate and determine the extent of the failure. In all cases, notice shall be provided "as soon as possible" to affected properties.**
- When capital construction projects (i.e. water main replacement, road repair/reconstruction) are scheduled, business owners shall be hand-delivered notices regarding the pending project a minimum of one month from the expected construction start date.
- Information provided will relate to overall scope of the project, potential disruptions and providing customer/delivery access. At that time an estimated construction start date shall be provided. Once a construction date has been finalized, updated notices shall be delivered a minimum of one week prior.
- Business owners shall be provided with contact information of the Project Manager and Communications Manager to address ongoing questions or concerns.

- Where construction impacts access to area businesses, communications messaging shall indicate that “businesses remain open” throughout the project and, where applicable, maps be produced showing how customers may access the respective business(es) during construction.
- Regular updates shall be posted to the City website/social media accounts/local media regarding any changes to traffic accommodation plans, project timelines, etc.

## EMERGENCY COMMUNICATION

It is imperative that the City of Moose Jaw provide timely, effective communication before, and during, an emergency. An “emergency” may be defined as any situation that may threaten the life, health, property or environment of Moose Jaw residents.

### POLICY:

When an emergency situation is identified, the City of Moose Jaw's Communication Department will work with the City's Emergency Measures Organization (EMO) to alert residents and detail the safety measures being enacted.

The City of Moose Jaw will use the following platforms to communicate information related to the emergency:

- Local radio stations
- SaskAlert app
- City website ([www.MooseJaw.ca](http://www.MooseJaw.ca))
- City social media accounts (Facebook, Twitter and Instagram)

For more details on the City's EMO and the ways in which you can prepare for an emergency situation, you can visit the following page on MooseJaw.ca:  
<https://moosejaw.ca/fire-department/emo>



## SOCIAL MEDIA/CITY WEBSITE

The City of Moose Jaw's web site, [www.MooseJaw.ca](http://www.MooseJaw.ca), has increasingly become a tool of choice for residents, City employees and non-residents, both nationally and internationally, to find information about the City of Moose Jaw. The City also has the following social media accounts:

- Twitter
- Facebook
- Instagram
- Linked In
- YouTube

The City uses its social media platforms to drive users back to [MooseJaw.ca](http://MooseJaw.ca), while also utilizing social media to:

- Promote at least one "good news" story per week (i.e. positive content related to City policy, programs or personnel)
- Inform residents of any safety concerns within the community
- Update residents on the latest projects/construction that could impact their daily routine
- Capture and promote initiatives in City parks and facilities
- Showcase City employees in a positive light, whether performing their jobs OR as part of the community
- Recruit potential employees

## POLICY:

- The Communications Manager will determine what information is highlighted on the City's home page.
- The Communications Manager will work with department heads and the City Manager to determine what information will be posted to the City's website.
- Linking to an outside news source to promote City of Moose Jaw-related information is prohibited. Exceptions to this would be in the case of a co-sponsored event.
- Information posted to the Internet should include a contact name with a phone number and an e-mail address. This contact person shall respond to requests for additional information in a timely manner.
- The Communications Manager is responsible for determining what graphics standards might be appropriate for the City's website

- The Communications Manager will be accurate, consistent and timely with information that is to be published on the City's website and ensure that the information published is accessible by all people regardless of their respective level of technology.
- The Communications Manager is responsible for all social media content that is published. There are instances where the IT department may post News Releases on the City's Facebook/ Twitter feeds. Additionally, two Parks & Rec employees have been empowered to create Instagram content on behalf of the City. The Communications Manager monitors their activity and provides feedback.
- The Communications Manager will ensure posts are in alignment with the City's Strategic Plan and Employee Social Media Policy

## FRIENDLY CITY INSIDER PODCAST

The "Friendly City Insider Podcast" is a bi-weekly audio podcast, hosted by the Communications Manager.

### COMMUNICATIONS GOAL:

- The goal of the podcast is to provide detailed information on City initiatives, events and programs, and to have that information delivered within the proper context.

### POLICY:

- The Communications Manager Director will establish protocols to allow all City departments an opportunity to provide content for the podcast.
- The podcast will be uploaded to the audio hosting site "SoundCloud", with each episode also hosted on MooseJaw.ca and promoted through the City's social media platforms.
- The podcast content should reflect the objectives within the City of Moose Jaw's Strategic Plan.

## CITY COUNCIL MEETINGS

Moose Jaw City Council meetings are held on the second and fourth Mondays of each month, with exceptions made in the case of Statutory holidays. Meetings traditionally begin at 5:30 p.m. and are immediately followed by meetings of Executive Committee. Both meetings are hosted in Council Chambers at City Hall and are open to the public. The Communications Manager handles on-site media relations and serves a “gatekeeper” role by ensuring that all media requests are responded to by the most appropriate and informed City Staff representative.

## COMMUNICATIONS GOAL:

- Ensure City response to agenda items that will get media coverage through an awareness of issues. Promote unnoticed "good news" issues for the City.

## POLICY:

- The Communications Manager will work with department heads and the City Manager to identify agenda items for potential advance publicity.
- The Communications Manager will work with department heads to identify agenda items that will require research and ensure that any needed background material is made available to representatives of the media and the general public. The City Manager is the key spokesperson and shall be briefed when media require response to specific agenda items.
- The Communications Manager shall issue a media release containing a detailed list of all City Council decisions and/or resolutions within three (3) days of the most recent Council and Executive meeting. An archive of these media releases shall be posted on the City Council page on [www.MooseJaw.ca](http://www.MooseJaw.ca).
- City Council and Executive Committee meetings are available to watch live via a streaming link found on the 'City Council' page on [MooseJaw.ca](http://MooseJaw.ca) and are also televised to Shaw Cable customers in Moose Jaw.
- Video recordings and Minutes of City Council meetings are archived and made available to the public via [MooseJaw.ca](http://MooseJaw.ca) within three days of that week's meeting.

## ADVISORY COMMITTEES

The City of Moose Jaw has several Boards, Committees and Commissions, each of which is comprised of representatives from some or all of the following groups: local citizenry, members of Administration and Council. These groups assist Council in their decision-making process in various ways.

### COMMUNICATION GOAL:

The City of Moose Jaw will assist Boards, Committees and Commissions (BCC) with communicating pertinent information to Moose Jaw residents in situations where it is deemed necessary.

### POLICY:

BCC may either request assistance from the City's Communications department directly, or a Communications strategy may be part of a larger recommendation to Council. Should Council approve said recommendation, the Communications department would create a Communications strategy for the initiative.

The City shall not create separate social media accounts for BCC. If social media communication for any BCC is deemed necessary for an initiative, the respective group may engage the Communications department for assistance in promoting the message through official City of Moose Jaw social media channels.

## CUSTOMER SERVICE

**August 1, 2018, the City of Moose Jaw adopted a policy regarding Customer Service**, designed to provide City Administration with guidelines regarding the appropriate procedures and timelines for communications with members of the public (citizens) of the City of Moose Jaw.

This guideline is intended to enhance communications and customer service between Administration and citizens as well as among City employees. As well, to minimize time spent researching issues and requests that did not meet minimum response times and require further investigation.

**SCOPE:** This policy applies to all Departments of the City of Moose Jaw.

### DEFINITION:

**Departments:** Human Resource Services Department, Parks and Recreation Department, Engineering Services Department, Planning and Development Services Department, Information Technology Department, Financial Services Department, City Clerk/Solicitor's Department, Communications, Fire Department

**Inquiry:** A question from an external customer which requires investigation, follow-up, and a response to the customer at a later point in time. These shall be logged and tracked using this procedure.

### **PROCEDURES (for internal customer service):**

The Communications Manager shall distribute an update to City employees following meetings of City Council, for the purpose of sharing information and enhancing internal communications.

This update shall include items approved and general interest so that staff can provide answers to inquiries over the phone.

### **PROCEDURES (for external customer service):**

Individual Departments, exclusive of the Engineering Department that have an existing system in place, shall create and maintain a spreadsheet intended for tracking inquiries from the public until a city-wide system is in place.

Details of the spreadsheet to include: date inquiry was received, contact information from citizen that submitted the inquiry, general nature of the inquiry, employee inquiry has been delegated to, date responded to and the resolution. The City Manager shall have access to the spreadsheets upon request.

**Switchboard Staff (Finance):** For inquiries that relate to another Department, Switchboard is not required to track these. Instead, they shall be sent to the appropriate Department for that Department to track and respond to.

### **Inquiry Tracking:**

- If an inquiry is answered at the time of the request, that inquiry is not required to be tracked. (Eg. A customer asks a question about their water bill and Finance is able to provide a response to the customer without having to get back to them, the inquiry does not need to be tracked.)
- If an inquiry requires further background research/information and the customer does not receive an answer at the time of the request, these types of inquiries need to be tracked and followed up on.
  - Exception: Inquiries that are responded to within the same day of the request are not required to be tracked. Treasury staff within the Finance Department fall under this exception.

Departments are required to follow the guidelines below when dealing with communications/inquiries (phone calls, emails, etc.) from members of the public:

- When an inquiry is received from a member of the public, each individual Department shall record all pertinent information regarding inquiries received into a spreadsheet, such as date inquiry was received, contact information from citizen that submitted the inquiry, general nature of the inquiry, employee inquiry has been delegated to, date responded to and the resolution. In the absence of a city-wide system to track inquiries from the public, each Department is to create a spreadsheet to track inquiries until a system is in place.
- Individual Departments shall provide the City Manager's Office with access to its inquiry tracking spreadsheet upon request.
- All inquiries from the public are to be responded to within **two business days** from the time the inquiry was submitted. If an inquiry requires background research in order to respond appropriately, the appropriate employee of the Department shall notify the person as soon as possible that the inquiry was received, further background research is required and that a response will be provided with an estimated date. The Department shall then proceed to research the answer and provide a response. Departments are to ensure that tracking/follow up of inquiries is followed through in accordance with this policy.
  - a. Each Department, for quality control, shall print and review a report weekly to ensure communication guidelines have been met and no inquiries have been missed.

- b. Each Department will provide a monthly report to the City Manager detailing the number of inquiries, responses within the standard, responses outside the standard and the reasons why.
- Should an inquiry be submitted and the Department responsible cannot provide an answer or may require City Manager approval, the Director is to then submit the inquiry to the City Manager and the City Manager's Executive Assistant in order to provide a response.
  - The City Manager's Executive Assistant shall record all pertinent information regarding inquiries received (to the City Manager's/Mayor's Offices). Individual Departments are to record all pertinent information regarding inquiries that relate specifically to the Department.

Employees shall abide by these guidelines when dealing with any inquiry made by a member of the public.

## INTERNAL COMMUNICATION

This section provides a brief description of the various vehicles of internal communication currently utilized by the City of Moose Jaw for disseminating information to staff and members of City Council, including the Mayor.

### COMMUNICATION GOAL:

- To effectively communicate City policies, procedures and other relevant information to employees.

The City of Moose Jaw currently utilizes multiple tools to communicate with staff:

- Email
- In-person/Staff meetings
- Human Resources Training sessions
- Raspberry Pi message screen at City Complex
- Employee Newsletter
- Mailed correspondence

### POLICY:

- Department heads are responsible for delivering information contained in emails to any appropriate staff that do not have access to email.
- Sessions should be face-to-face on a regular basis, no less than annually for entire departments and monthly for division staff. Meetings open to City employees only.
- The Communications Manager to regularly update the Raspberry Pi screen information to display relevant information

- The Human Resources department will identify and provide training sessions on matters deemed relevant to the physical and mental wellbeing of employees
- The Communications Manager creates and distributes an Employee Newsletter each quarter. Content for the Employee Newsletter can be generated by any City employee, with all content suggestions being emailed to the Communications Manager for consideration. The Communications Manager will consult with Department Heads prior to publishing each edition to ensure content is accurate and properly vetted.

## GUIDELINES FOR TWO-WAY COMMUNICATION WITH CITY COUNCIL

### COMMUNICATION GOAL:

City Council, on behalf of their constituents and in the interests of their position are required to seek information between Council meetings. This information is designed to provide City Administration with guidelines regarding the appropriate procedures and timelines for communications with City Council. This guideline is intended to enhance communications between and provide information to Council in a timely fashion. This guideline will also establish a systematic process to managing and responding to requests for information.

### DEFINITIONS:

Director: an employee of the City of Moose Jaw as follows: (Director of Human Resource Services, Director of Parks and Recreation, Director of Engineering Services, Director of Planning and Development Services, Director of Information Technology, Director of Financial Services, City Clerk/Solicitor, Communications Manager, Fire Chief.)

Emergency/Priority Status of Inquiry: If there's no indication of the priority of the inquiry, the City Manager or the Executive Assistant shall determine the urgency and communicate this to the Director.

### POLICY:

Directors are required to follow the guidelines below when dealing with communications/inquiries (phone calls, emails, etc.) from members of City Council:

- Members of City Council will communicate inquiries (via email or text where possible) through the City Manager and copy to the City Manager's Executive Assistant. Based upon the current system and process, Council can assume that the email was received, viewed and forwarded as there is triple redundancy in the system.
- Council will attempt to get as much pertinent data as possible to assist Administration in researching an inquiry such as:



1. When, including times of calls or inquiries
  2. Where
  3. Unit #'s if a vehicle
  4. If they have called and not received a response
    - Members of City Council, as an option, can refer customers to contact the City Manager or appropriate departments to discuss an inquiry if the customer has not done so already.
    - The City Manager/Executive Assistant will review all inquiries and forward to the Directors (when necessary) for appropriate responses to Council. The Director shall provide the City Manager and Executive Assistant with the response and the City Manager or Executive Assistant will provide the response to Council.
- All inquiries from City Council are to be responded to within **two business days** from the time the inquiry was submitted. If an inquiry requires background research in order to respond appropriately, the City Manager/Executive Assistant shall notify Council as soon as possible that the inquiry was received, further background research is required and that a response will be provided with an estimated date. The Director shall then proceed to research the answer and provide a response as soon as possible to the City Manager and Executive Assistant.
  - If an inquiry is submitted to a Director without being communicated to the City Manager, the Director is to forward the inquiry to the City Manager.
  - The Executive Assistant shall record all pertinent information regarding inquiries received, such as dates received and responded to for quality control and accountability purposes.

Directors shall abide by these guidelines when dealing with any inquiry made by a member of Council.

This Communication Plan is intended to be a “living” document and will be revised as needed and kept up to date by the Communications Manager, in consultation with the Strategic Management Team.





**City of Moose Jaw**  
228 Main Street North  
Moose Jaw, SK  
Canada S6H 3J8  
[moosejaw.ca](http://moosejaw.ca)

# Business Access



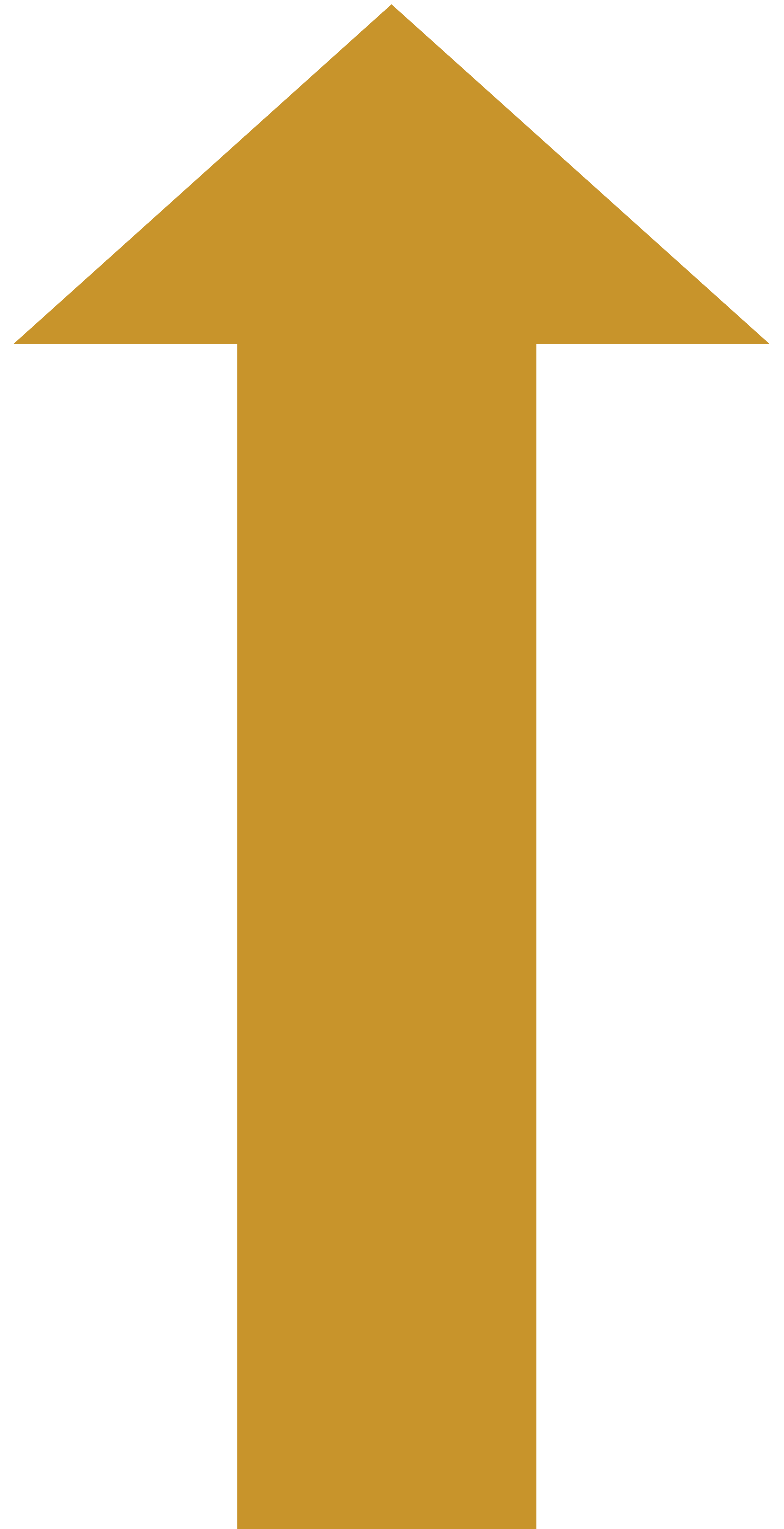
CITY OF  
**MOOSE JAW**  
SASKATCHEWAN

# Business Access



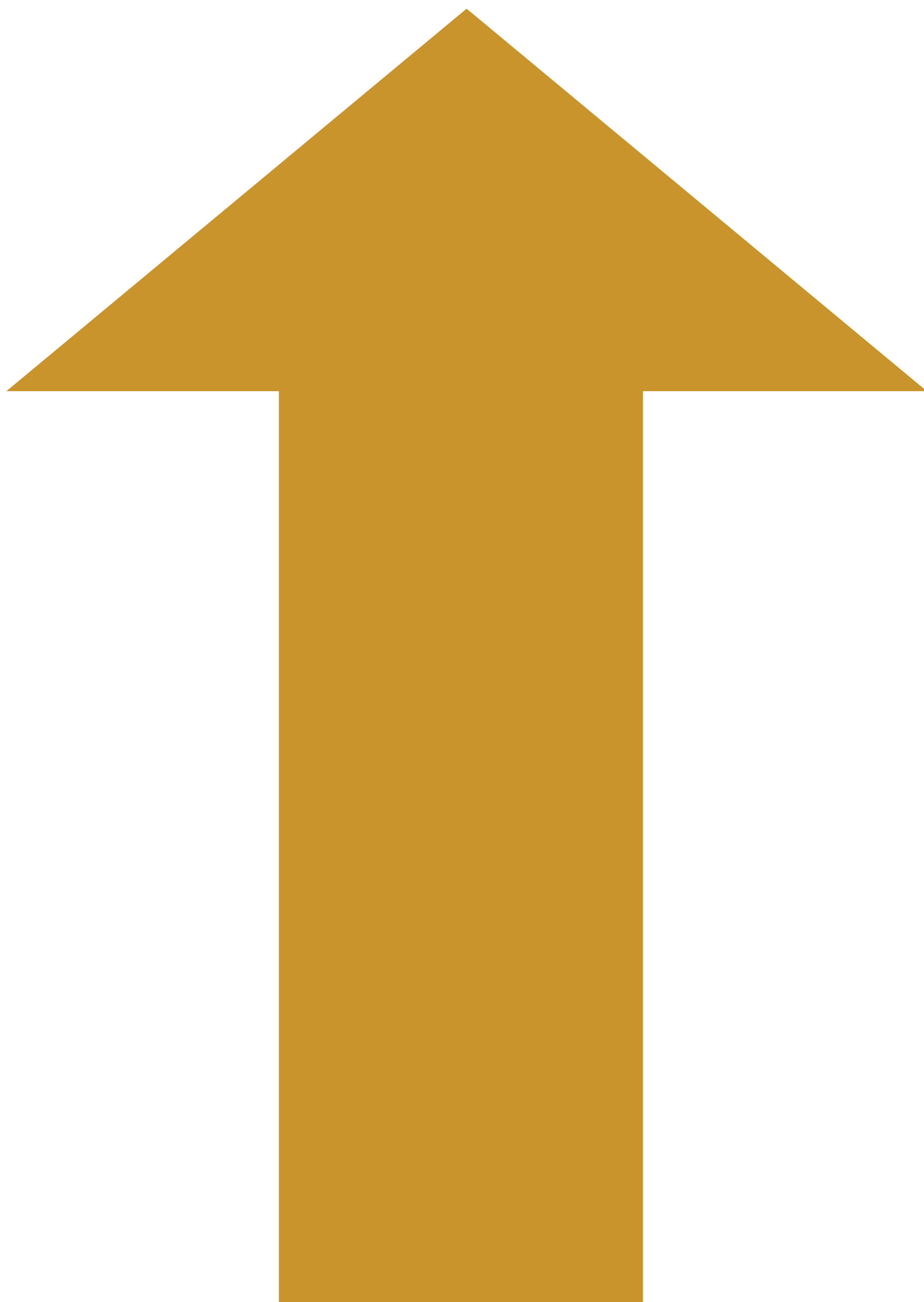
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**MOOSE JAW**  
SASKATCHEWAN

# Business Access



CITY OF  
**MOOSE JAW**  
SASKATCHEWAN

# Business Access



CITY OF

**MOOSE JAW**

SASKATCHEWAN



P.O. Box 1634  
344 Industrial Drive  
REGINA, Saskatchewan S4P 3C4

Telephone: 306 543 5644  
Fax: 306 775 2130  
Email: Niscont@sasktel.net

**May 15, 2020**

**CONSTRUCTION NOTICE**

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**Attn: HOMEOWNERS & RESIDENTS**

**Re: 2020 Watermain Replacement Program Phase V**

Please be advised that starting Wednesday, May 20, 2020, N.I.S. Contractors Ltd. (NIS) will be starting construction of the 2020 Watermain Replacement Program – Phase V. This work will include removal of existing cast iron watermain, installation of new PVC watermain, reconnection of existing services and replacement of both public and private service connections along High Street W from approximately 3<sup>rd</sup> Avenue NW to Main Street N.

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**Temporary Water**

During construction, there will be an interruption of your normal city water supply due to the above noted installations. A temporary water supply system will be installed and connected to your outside hose connection, beginning as early as May 20, 2020. We will provide further information for this connection and notify you when the switch over to temporary water will take effect.

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*Instructions to use your temporary water supply will be provided to you the morning in which the interruption will take place, at which time your temporary water service will be connected, tested, and ready for use.*

–We request that you ensure your outside hose faucet is in good operating condition.

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**Road Closure**

Beginning as early as Monday, May 25, 2020, High Street will be closed from 3<sup>rd</sup> Ave NW to 2<sup>nd</sup> Ave NW to begin replacement of the existing watermain. As construction progresses, notifications will be given to further ~~close~~ ~~additional~~ ~~close~~ ~~additional~~ blocks of High St. W. to complete the remaining work. This construction work will require the use of heavy construction equipment and will restrict access to the area for both pedestrians and vehicles. Please keep an eye out for “No ~~Parking~~” ~~and~~ ~~Parking~~” and “Detour” signs during construction.

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If you have mobility or accessibility concerns, please contact NIS so we can work with you and the City of Moose Jaw to ensure these concerns are addressed.

[Access and services such as garbage and recycling collection will be addressed on a street-by-street basis with information provided in the near future](#)

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~~Access and services such as garbage and recycling collection will be addressed on a street-by-street basis with information provided in the near future.~~

The City of Moose Jaw is committed to informing residents and visitors that businesses are open during construction and providing maps that show alternate parking and access points. If you have a secondary access for customers (back/side entrance) please indicate and email to the City's Communications Manager, Craig Hemingway. His email address is: [chemingway@moosejaw.ca](mailto:chemingway@moosejaw.ca). The City will provide regular construction updates on their website ([www.moosejaw.ca](http://www.moosejaw.ca)) and with the City of Moose Jaw app.

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### City of Moose Jaw Lead Testing Program

To ensure safety, a lead testing program for customers with lead water service connections will be undertaken by the City at no cost to the Property Owner. These results will be provided to the Property Owner, Resident or Business Owner and testing will be performed prior to and after construction in your area. All houses with known lead services or services of unknown material will be tested along with a sample set of non-lead service properties.

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### Private Side Work & Engagement

During the replacement of the existing watermain, there is opportunity for the property/homeowner to have their private side service connection(s) replaced. This consists of the water service connection from the property line to the water meter and the sanitary sewer connection from the house to the sewer main. This work would be charged to the property/homeowner and payment would be made to the City of Moose Jaw or can be financed through the City at a rate of 4% over 7 years and may be eligible for no-corrode sewer replacement grants of 32% of the sewer replacement cost. If you are interested in having this work completed, please contact NIS at 306-543-5644.

### N.I.S Contractors Ltd.

NIS is an Employee Owned Company specializing in the installation of underground water and sewer works. The company was founded in 1975 and has been operating for over 40 years. Prior to NIS forming, the company operated under Northern Industrial Structures Ltd. for approximately 14 years. NIS is well experienced in upgrading underground infrastructure. We have completed many projects including large diameter piping, water supply and trunk mains, large diameter sewer force mains and replacing existing infrastructure.

We apologize for any inconvenience that this construction project may cause and thank you for your cooperation.

If you have any questions regarding this project or would like to schedule for a quote to have your water and sewer service connection replaced, please contact NIS at 306-543-5644 or [nis.jason@sasktel.net](mailto:nis.jason@sasktel.net).

Yours truly,

Jason Bast, P.Eng.  
General Manager



P.O. Box 1634  
344 Industrial Drive  
REGINA, Saskatchewan S4P 3C4

Telephone: 306 543 5644  
Fax: 306 775 2130  
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**May 15, 2020**

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We apologize for any inconvenience that this construction project may cause and thank you for your cooperation.

If you have any questions regarding this project or would like to schedule for a quote to have your water and sewer service connection replaced, please contact NIS at 306-543-5644 or [nis.jason@sasktel.net](mailto:nis.jason@sasktel.net).

Yours truly,

Jason Bast, P.Eng.  
General Manager



## **DISCUSSION**

The City is required to follow Freedom of Information and Protection of Privacy legislation and therefore, cannot discuss detailed legal matters in public other than in very general terms, with third parties nor defend itself in a public forum from unfair and unreasonable criticism such as "Letters to the Editor". The City can release its full file to the Ombudsman Saskatchewan Office.

The City does have an obligation to protect its officials from harassment, intimidation, and bullying. The City also has a respectful workplace procedure and will not communicate with customers that are exhibiting any type of excessively hostile behavior.

The complainant was of the impression the City was not taking appropriate action to remedy the derelict property neighbouring his home or that his complaints were being taken seriously. The formal complaints were first brought to the City in August 2018, however there was a long history of violations.

The City responded in a manner that was consistent with enforcement of the Property Maintenance and Nuisance Bylaw and worked with the property owner to correct the issues. As well, the City communicated in accordance with the legislative restrictions with the complainant when questions could be answered.

The complainant was unable to lobby the City to demolish the building and as a result started writing a series of "Letters to the Editor" in October 2019 to the Moose Jaw Express. These accusatory letters were viewed as hostile, harassing, and bullying to the City and City Officials.

The Moose Jaw Express subsequently contacted the City via e-mail in November, 2019 and suggested, that "the City should at least do him the courtesy of a response and that it was not the job of the Moose Jaw Express to be dealing with these issues", the City responded three days later and advised the Moose Jaw Express: .

***"Thanks for your inquiry. City Hall and individual Councilors have corresponded with [the complainant] with the most recent being October 11, 2019 in response to a concern he expressed on October 8, 2019. The e-mail [the complainant] sent to you was from October 1, 2018.***

***[The complainant] first made City Hall aware of his concerns in August 2018. There were some very valid concerns that were within our enforcement powers and in response Bylaw Enforcement Officials have issued orders to and been working with the neighbouring property owner since that time to resolve.***

***Thank you for giving us an opportunity to respond."***

Following the first few in the series of the "Letters to the Editor", the City provided a written offer in January 2020 to the complainant to refer the matter to the City's Administrative Review Officer. This would review the City's decisions and would ensure that the City was following its own rules. The suggestion to have this matter reviewed by the Administrative Review Officer was rejected by the complainant at that time.

The complainant continued to send letters to the Moose Jaw Express. The Moose Jaw Express continued to publish the letters, in excess of ten (10) and in July 2020 published newspaper articles about this issue.

The complainant finally contacted Ombudsman Saskatchewan in June, 2020 to conduct a review of the matter. The City requested and confirmed that the entire file could be provided to them as part of their review

The Ombudsman Saskatchewan Officer in review of the entire file concludes that:

**“The City met its legal obligation to provide the property owner with reasonable administrative fairness in accordance with the law by offering the property owner an appeal process and negotiating a reasonable timeline for completing any outstanding work on the property. We also found that the City of Moose Jaw responded appropriately to the complaints about the property while maintaining its obligation to ensure the privacy of the property owner.**

**Since the formal complaint in August of 2018, the City has actively ensured that inspections have been completed and work is done on the offending property; it has applied the legislation, regulations and bylaws correctly; it has responded in a timely and reasonable manner; and has offered sincere apologies where appropriate.”**

In closing of the review, the Office of the Ombudsman suggested that City Council formally notify the complainant of the requirements to attend as a delegation to a City Council meeting as well as the speaking to City Council at the Public Forum section of the City Council meeting.

The complainant has now also requested to provide his complaint to the Administrative Review Officer. That matter will be delegated to the Solicitor's Office to assist with the process.

## **PRESENTATION**

Mr. Jim Puffalt, City Manager, will provide a brief overview of this report.

## **ATTACHMENTS**

1. Letter dated August 13, 2020 from Ms. Lindsay Mitchell, Assistant Ombudsman.

## **REPORT APPROVAL**

Written by: Jim Puffalt, City Manager  
 Reviewed by: Tracy Wittke, Assistant City Clerk  
 Approved by: Jim Puffalt, City Manager  
 Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

Resolution No. \_\_\_\_\_

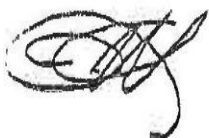
**Report Approval Details**

Document Title:	Provincial Ombudsman Report - Derelict Property Complaint - CC-2020-0223.docx
Attachments:	- Letter from Ombudsman SK - August 13, 2020.pdf
Final Approval Date:	Sep 3, 2020

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Jim Puffalt



Fraser Tolmie

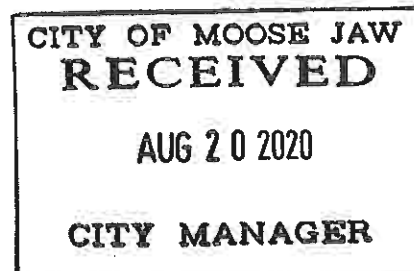




**Ombudsman  
Saskatchewan**  
*Promoting Fairness*

August 13, 2020

Mr. Jim Puffalt  
C/O City of Moose Jaw  
228 Main Street North  
Moose Jaw, Saskatchewan S6H 3J8



Dear Mr. Puffalt:

**Re: The City of Moose Jaw and its response to the complaints of a ratepayer**

A City of Moose Jaw ratepayer contacted our Office on June 29, 2020 to make a complaint about the City of Moose Jaw. He felt that the City was not taking appropriate action to remedy the derelict property neighbouring his home and that council was not taking his complaints seriously.

We contacted the City of Moose Jaw regarding this complaint and reviewed the actions it has taken to deal with a derelict property and the steps it took to resolve the complaints of this ratepayer.

Immediately following the formal complaint on August 17, 2018 addressed to you, the mayor, and all councillors, you began gathering information about the property and the actions taken by Planning and Development Services and the fire chief.

On August 20, 2018, the fire chief attended the property and spoke with the complainant in person. He also responded by email to assure the complainant that the City was working to remedy the property. City councillors and the mayor were apprised of the actions taken.

The complainant sent another email on September 3, 2018 to a councillor who then forwarded the concern to you. You responded by email on September 5, 2018 advising that the property owner intended to clean the yard and demolish the building. On September 19, 2018 after further conversation with Planning and Development Services you contacted the complainant to explain that you had misspoke about the scope of the work being done. You advised that you had understood that the property owner was obtaining a full demolition permit, but the permit was in fact for the demolition of the back deck and full interior demolition. You provided an apology for your error.

The complainant sent you an email on September 24, 2018 suggesting betrayal, negligence and backtracking on the matter. On September 26, 2018 you responded, again explaining that you had made an error and offered a sincere apology.

There is no evidence that you intended to mislead the complainant but instead made an honest error and made an honest apology for doing so.

You provided another update on work that had been completed by the property owner on October 10, 2018. You also offered to meet with the complainant in person along with the director of Planning and Development Services. All parties met on October 17, 2018. The director provided another update to the complainant on April 10, 2019 advising that building officials were still in contact with the owner of the offending property to try to rectify the issues.

A councillor was provided an update on the file on April 24, 2019.

In July of 2019, as the property owner was removing the contents of the home and beginning required interior demolition, the complainant contacted the City regarding the smell from the home. He was advised that neither the City nor Public Health had the ability to perform an air quality test.

The City made five complaint-driven inspections of the property between June and December 2019. It was noted that yard clean up, interior removal of contents, and exterior painting took place.

Since the complainant continued to express dissatisfaction with and a mistrust for you, the fire chief and council, he was offered the opportunity for an administrative review in January of 2020. This is a process established by the City under section 362 of *The Cities Act* which requires an independent administrative review body to review the administrative actions and decisions of council and employees. He refused this process.

A presentation was made to council in March of 2020 by Planning and Development Services to update council of the actions taken on the property. Presently a new order has been issued.

## CONCLUSION

Based on our assessment, we find that the City met its legal obligation to provide the property owner with reasonable administrative fairness in accordance with the law by offering the property owner an appeal process and negotiating a reasonable timeline for completing any outstanding work on the property. We also found that the City of

City of Moose Jaw  
August 13, 2020  
Page 3 of 3

Moose Jaw responded appropriately to the complaints about the property while maintaining its obligation to ensure the privacy of the property owner.

Since the formal complaint in August of 2018, the City has actively ensured that inspections have been completed and work is done on the offending property; it has applied the legislation, regulations and bylaws correctly; it has responded in a timely and reasonable manner; and has offered sincere apologies where appropriate.

We understand that council has a process for both appearing as a delegate at a council meeting or addressing council as part of the public forum portion of the council agenda. Council may wish to consider advising the complainant in writing how he might properly access these two options for future concerns, so he feels heard by council. You may wish to also include the procedural rules for which he must adhere to in order to do so.

For these reasons, we will not review this complaint any further. Our file is now closed. If you have any questions you may contact me at 306-933-8454.

Sincerely,



Lindsay Mitchell  
Assistant Ombudsman

LM/sr



## **SPECIAL EXECUTIVE COMMITTEE MINUTES**

### **PUBLIC**

**Monday, August 24, 2020, 4:35 p.m.**  
**Council Chambers, 2nd Floor, City Hall**

PRESENT: Mayor Tolmie  
Councillor H. Eby, Acting Chairperson  
Councillor C. Warren  
Councillor D. Luhning  
Councillor S. McMann  
Councillor C. Froese  
Councillor B. Swanson

ADMIN: B. Acker  
C. Hemingway  
M. Gulka-Tiechko  
M. Latta  
J. Puffalt

**1. CALL TO ORDER**

Councillor Eby, Acting Chairperson, called the meeting to order at 4:35 p.m.

**2. CONFIDENTIAL MATTERS**

Moved by Mayor Tolmie

THAT the Executive Committee close the meeting to the public and proceed in-camera pursuant to Section 94(2) of *The Cities Act* as

confidential information is contained within one or more of the exemptions in Part III of *The Local Authority Freedom of Information and Protection of Privacy Act*, in particular, section 17.

Carried

The Executive Committee closed the meeting at 4:36 p.m. to the public with the following persons in attendance: Councillor Luhnig; Mayor Tolmie; Councillor Froese; Councillor McMann; Councillor Warren; Councillor Swanson; Councillor Eby; Jim Puffalt; Myron Gulka-Tiechko; Brian Acker; Craig Hemingway; Maureen Latta; Valerie Watson; and Alexander Yevlanov.

**a. Confidential Matter, EC-2020-0200**

**b. Back to Open Session**

Moved by Councillor Froese

THAT the Executive Committee go out of in-camera.

Carried

The Executive Committee opened the meeting to the public at 5:06 p.m.

**3. ADJOURNMENT**

Moved by Councillor Froese

THAT the Special Executive Committee meeting be adjourned.

Carried

The Executive Committee meeting adjourned at 5:06 p.m.

Respectfully submitted,

(Sgd.) Councillor Eby  
Chairperson



## EXECUTIVE COMMITTEE MINUTES

### PUBLIC

**Monday, August 24, 2020, 8:02 p.m.  
Council Chambers, 2nd Floor, City Hall**

PRESENT: Mayor Tolmie  
Councillor C. Warren, Chairperson  
Councillor H. Eby  
Councillor D. Luhning  
Councillor S. McMann  
Councillor C. Froese  
Councillor B. Swanson

ADMIN: B. Acker  
C. Hemingway  
D. Blais  
M. Loney  
M. Sanson  
M. Gulka-Tiechko  
M. Latta  
J. Puffalt  
Bevan Harlton  
R. Mechelse

MEDIA: CHAB  
Moose Jaw Independent  
Moose Jaw Express/Today

#### 1. **CALL TO ORDER**

Councillor Warren, Chairperson, called the meeting to order at 8:02 p.m.

2. **REPORTS** - Nil

3. **CONFIDENTIAL MATTERS**

Moved by Councillor Eby

THAT the Executive Committee close the meeting to the public and proceed in-camera pursuant to Section 94(2) of *The Cities Act* as confidential information is contained within one or more of the exemptions in Part III of *The Local Authority Freedom of Information and Protection of Privacy Act*, in particular, Section 15, 16, 17 and 21.

Carried

The Executive Committee closed the meeting at 8:03 p.m. to the public with the following persons in attendance: Councillor Luhning; Mayor Tolmie; Councillor Froese; Councillor McMann; Councillor Warren; Councillor Swanson; Councillor Eby; Jim Puffalt; Myron Gulka-Tiechko; Brian Acker; Michelle Sanson; Derek Blais; Bevan Harlton; Craig Hemingway; Maureen Latta; Marnie Loney; Raelynn Mechelse;

- a. **Confidential Matter, EC-2020-0181**
- b. **Confidential Matter**
- c. **Confidential Procedural Matter**
- d. **BACK TO OPEN SESSION**

Moved by Councillor Luhning

THAT the Executive Committee go out of in-camera.

Carried

The Executive Committee opened the meeting to the public at 8:45 p.m.

4. **ADJOURNMENT**

Moved by Councillor Froese

THAT the Executive Committee meeting be adjourned.

Carried

The Executive Committee meeting adjourned at 8:45 p.m.

Respectfully submitted,

(Sgd.) *Councillor Warren*  
Chairperson





## **PUBLIC MINUTES OF PERSONNEL COMMITTEE**

**Monday, August 31, 2020, 6:47 p.m.  
Council Chambers, 2<sup>nd</sup> Floor, City Hall**

PRESENT: Councillor C. Froese, Chairperson  
Councillor B. Swanson  
Councillor C. Warren  
Councillor D. Luhning  
Councillor H. Eby  
Councillor S. McMann

ABSENT: Mayor F. Tolmie

ADMIN: J. Puffalt, City Manager  
M. Gulka-Tiechko, City Clerk/Solicitor  
A. Bromley, Director of Human Resource Services

### **Call to Order**

Councillor Froese, Chairperson, called the meeting to order at 6:47 p.m.

Moved by Councillor Eby

THAT the Personnel Committee go in-camera to discuss confidential personnel matters pursuant to Part III, Section 15 and Section 16(1)(b) & (c) of *The Local Authority Freedom of Information and Protection of Privacy Act*.

Carried

The Personnel Committee closed the meeting to the public at 6:48 p.m. with the following persons in attendance: Councillor Froese; Councillor Swanson; Councillor Luhning; Councillor Warren; Councillor Eby; Councillor McMann; Jim Puffalt; Myron Gulka-Tiechko; Al Bromley; and TJ Karwandy.

Moved by Councillor Luhning  
THAT the Personnel Committee go out of in-camera.

Carried

The Personnel Committee opened the meeting to the public at 9:12 p.m.

Moved by Councillor Swanson  
THAT recommendations in the Out-of-Scope Job Evaluation Framework be received and filed.

Defeated

Moved by Councillor Warren  
THAT the Personnel Committee recommend that City Council adopt the recommendations of the Out-of-Scope Job Evaluation Framework.

Carried

Moved by Councillor Warren  
THAT the source of funding be referred to the 2021 Operating Budget deliberations.

Carried

Moved by Councillor Luhning  
THAT the Personnel Committee meeting adjourn.

Carried

The Personnel Committee meeting adjourned at 9:17 p.m.

Respectfully submitted,

(Sgd.) Councillor Froese, Chair

/tw



**Public Minutes**  
**INVESTMENT COMMITTEE MINUTES**  
**Virtual Meeting**  
**Thursday, August 20, 2020**  
**Via TEAMS**

PRESENT: Brian Acker, Chairperson, City Representative  
 Mayor Fraser Tolmie  
 Dawn Luhning, Council Representative  
 Scott McMann, Council Representative  
 Brenda Hendrickson, City Representative

ABSENT: Jim Puffalt, City Representative

ALSO PRESENT: Jerrod Schafer, RBC Dominion Securities  
 Bruce Willms, RBC Dominion Securities  
 Geoff MacDonald, EdgePoint  
 Elizabeth O'Sullivan, EdgePoint  
 Heather St. Dennis, Recording Secretary

**PART 1 - NO APPROVAL OF CITY COUNCIL REQUIRED**

**Re: Call to Order**

---

Brian Acker, Chairperson, called the meeting to order at 1:32 p.m.

**PART 2 - NO APPROVAL OF CITY COUNCIL REQUIRED**

**Re: Adoption of Agenda**

---

Moved by Mayor Tolmie  
 THAT the agenda be adopted as presented.

Carried.

**PART 3 - NO APPROVAL OF CITY COUNCIL REQUIRED**

**Re: Adoption of Minutes – July 17, 2020**

---

Moved by Councillor Luhning  
 THAT the minutes be adopted as presented.

Carried.

**PART 4 - NO APPROVAL OF CITY COUNCIL REQUIRED**

**Re: New Business**

---

**4.1 Considered was a report dated August 6, 2020 from the Department of Financial Services regarding the Second Quarter Investment Report**

Moved by Councillor Luhning  
 THAT representatives from RBC Dominion Securities be allowed to address the Investment Committee and present the Second Quarter Investment Report.

Carried.

Jerrold Schafer, RBC Dominion Securities, addressed the Investment Committee regarding the Second Quarter Investment Report.

Moved by Brenda Hendrickson

THAT the report dated August 6, 2020 from the Department of Financial Services and the Investment Report be transmitted to City Council via the Investment Committee minutes dated August 20, 2020 for City Council's information.

Carried.

Moved by Mayor Tolmie

THAT the Investment Committee close the meeting to the public and proceed in-camera pursuant to Section 94(2) of *The Cities Act* as it contains information that is within one or more of the exemptions in Part III of *The Local Authority Freedom of Information and Protection of Privacy Act*, in particular, Sections 16, 17 and 18.

Carried.

The Investment Committee closed the meeting to the public at 2:15 p.m. with the following persons in attendance: Brian Acker, Mayor Tolmie, Councillor Luhnig, Councillor McMann, Brenda Hendrickson, Jerrod Schafer, Bruce Willms, and Geoff Macdonald and Elizabeth O'Sullivan of EdgePoint.

Moved by Mayor Tolmie

THAT the Investment Committee go out of in-camera.

Carried.

The Investment Committee opened the meeting to the public at 3:02 p.m.

**PART 5 – NO APPROVAL OF CITY COUNCIL REQUIRED**

**Re: Next Meeting and Adjournment**

---

The next meeting of the Investment Committee will be at the call of the Chair.

Moved by Mayor Tolmie

THAT the meeting now adjourn.

Carried.

The meeting adjourned at 3:02 p.m.



---

Chairperson

**CITY MANAGER'S COMMENTS:**

*Jim Puffalt*

---

City Manager

**MAYOR'S COMMENTS:**

*Fraser Tolmie*

---

Mayor Tolmie



# City of Moose Jaw

## LETTER OF COMMUNICATION

**TITLE:** Second Quarter Investment Report

**TO:** Investment Committee

**FROM:** Department of Financial Services

**DATE:** August 6, 2020

**PUBLIC:** Public Document

---

### **RECOMMENDATION**

1. THAT representatives from RBC Dominion Securities be allowed to address the Committee and present the 2<sup>nd</sup> Quarter Investment Report.
2. THAT this communication and the Investment Report be transmitted to City Council via the minutes of the Investment Committee for City Council's information.

### **TOPIC AND PURPOSE**

The purpose of this report is to provide the Investment Committee with an overview of the 2<sup>nd</sup> Quarter of 2020 Investment Report.

### **BACKGROUND**

One of the key roles of the Investment Committee is to review the performance of the Investment Portfolio as compared to benchmarks.

### **DISCUSSION**

The 2<sup>nd</sup> Quarter Investment Report is attached to this communication as prepared by the City's Investment Manager. It would be in order for the Committee to request that the City's Investment Manager present the report and answer any questions the Committee might have in regard to the 2<sup>nd</sup> Quarter performance of the Investment Portfolio.

**PRESENTATION**

VERBAL: X

AUDIO/VISUAL:

NONE:

**ATTACHMENTS**

1. 2<sup>nd</sup> Quarter Investment Report.

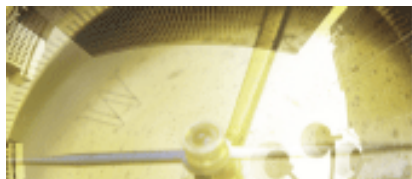
Respectfully Submitted By,



---

Brian Acker, B.Comm., CPA, CMA  
Director of Financial Services

BA/sp



# City of Moose Jaw Long Term Portfolio Update

As at settlement date June 30, 2020

City of Moose Jaw Long Term Portfolio

## CITY OF MOOSE JAW

228 MAIN STREET N  
MOOSE JAW, SK, S6H 3J8  
Canada

Jerrod Schafer,  
B.Comm, CFP, FMA, CIM, FCSI  
Vice President &  
Portfolio Manager  
306-773-1733  
jerrod.schafer@rbc.com

Bruce Willms, FMA, CIM, FCSI  
Vice President &  
Associate Portfolio Manager  
306-691-4276  
bruce.willms@rbc.com

Enter Advisor Message

*Professional Wealth Management Since 1901*



**RBC Wealth Management**  
Dominion Securities



## TABLE OF CONTENTS

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<a href="#">Overview of Your Portfolio - Overview of Your Portfolio</a>	1
<a href="#">Asset Allocation - By Asset Class and Geography</a>	2
<a href="#">Asset Allocation - Enhanced Asset Allocation*</a>	3
<a href="#">Portfolio Summary - Since Inception - Annualized and Calendar Returns</a>	4
<a href="#">Market Value History - Quarterly Market Value History Graph and Data</a>	5
<a href="#">Portfolio Valuation - -BV and MV in CAD with Gain Loss in CAD-</a>	6
<a href="#">Global Investment Outlook</a>	12
<a href="#">Statement of Terms - Statement of Terms</a>	15

# Overview of Your Portfolio

City of Moose Jaw Long Term Portfolio

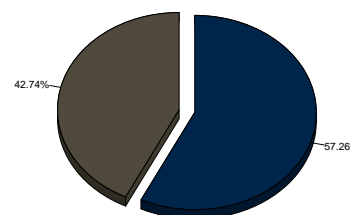
As at June 30, 2020

This overview of your Portfolio shows information about your accounts, in the currency you've chosen for reporting purposes. All amounts shown are net of fees. You can see, at a glance, how your portfolio is performing as well as your personal rate of return since Jul 22, 2019, your inception date, and in the shorter term. The line graph helps you visualize these key indicators and the pie chart tells you how your portfolio is invested across your various Investment Products. (K represents thousands where applicable).

## Your Portfolio Performance

	This Past Quarter (\$)	Last 12 Months (\$)	Since Inception (\$)
Beginning Market Value	64,900,840	N/A	0
Net Contribution /Withdrawals	0	N/A	69,231,376
Change In Market Value	5,115,319	N/A	784,783
Ending Market Value	70,016,159	N/A	70,016,159

## Your Portfolio



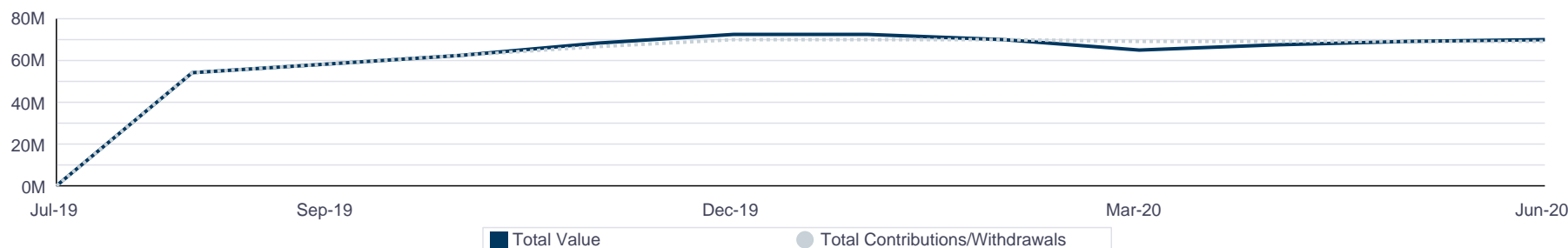
Money Manager/Account	%
RBC Dominion Securities A+ Custom Model - 3708364819	57.26
CITY OF MOOSE JAW - 7182536321 Investment Account	42.74

## Your Personal Rate of Return

Your personal rate of return since inception is annualized if you've held your investments for more than one year. It is calculated using an industry standard time-weighted rate of return formula.

	This Past Quarter (%)	Last 12 Months (%)	Since Inception (%)
Your Portfolio	7.88	N/A	1.53

## Your Portfolio Growth



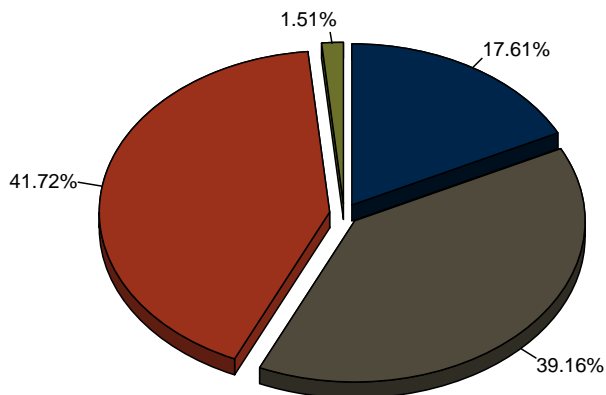
# Asset Allocation

City of Moose Jaw Long Term Portfolio

## By Asset Class and Geography

As at June 30, 2020

Allocation by Asset Class and Geography



Geography	Market Value	%
Equity - Canada	12,329,806	17.61
Equity - Global	27,419,256	39.16
<b>Total Equity</b>	<b>39,749,062</b>	<b>56.77</b>
Fixed Income - Canada	29,208,264	41.72
<b>Total Fixed Income</b>	<b>29,208,264</b>	<b>41.72</b>
Cash and Cash Equivalents - Canada	1,058,472	1.51
<b>Total Cash and Cash Equivalents</b>	<b>1,058,472</b>	<b>1.51</b>
<b>Total Canada</b>	<b>42,596,542</b>	<b>60.84</b>
<b>Total Global</b>	<b>27,419,256</b>	<b>39.16</b>
<b>Total Portfolio</b>	<b>70,015,798</b>	<b>100.00</b>

Accrued income included with Market Value.

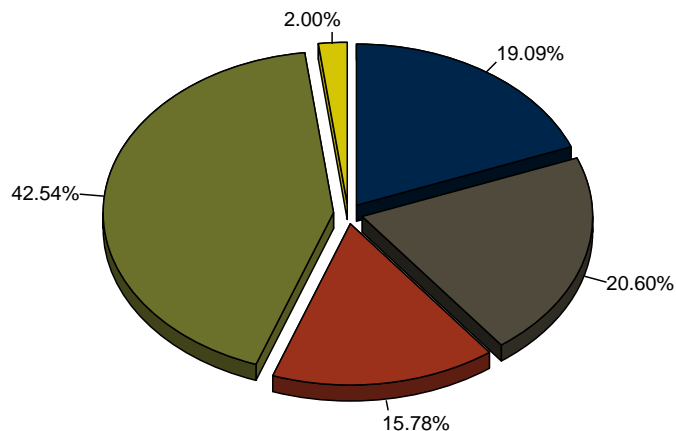
# Asset Allocation

City of Moose Jaw Long Term Portfolio

## Enhanced Asset Allocation\*

As at June 30, 2020

Enhanced Asset Allocation\*



Geography	Market Value	%
Equity - Canada	13,362,744	19.09
Equity - US	14,421,007	20.60
Equity - International	11,048,684	15.78
<b>Total Equity</b>	<b>38,832,435</b>	<b>55.47</b>
Fixed Income - Canada	29,781,769	42.54
<b>Total Fixed Income</b>	<b>29,781,769</b>	<b>42.54</b>
Cash and Cash Equivalents	1,401,594	2.00
<b>Total Cash and Cash Equivalents</b>	<b>1,401,594</b>	<b>2.00</b>
<b>Total Portfolio</b>	<b>70,015,798</b>	<b>100.00</b>

Accrued income included with Market Value.

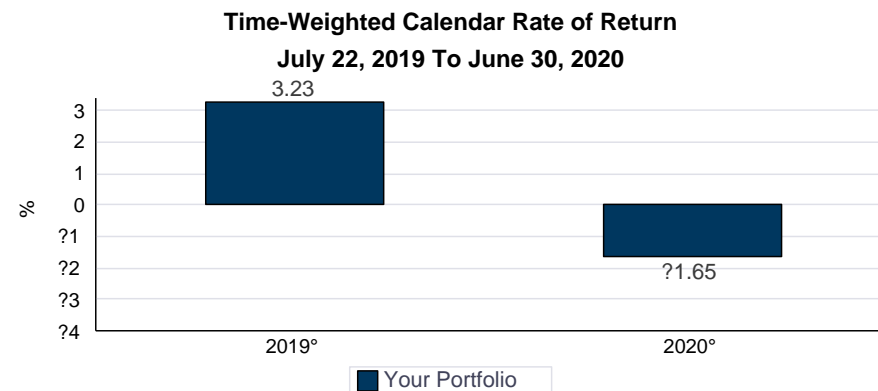
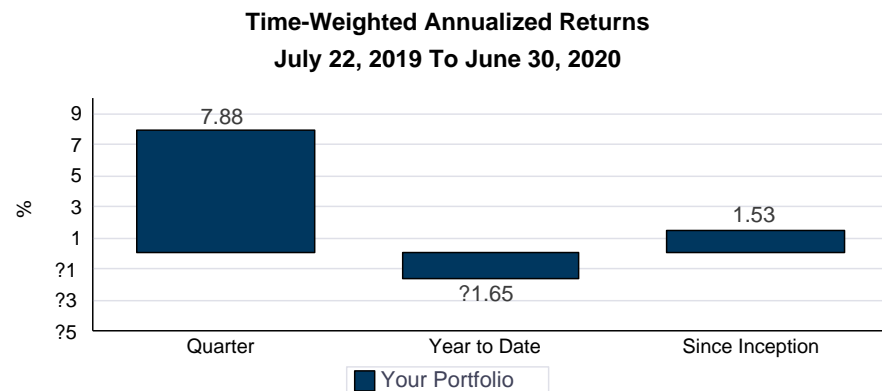
\*The asset allocation values displayed include an overlay from an external data provider that breaks out the underlying asset classes for mutual funds, pooled funds and Canadian ETFs, if applicable and where available.

# Portfolio Summary

City of Moose Jaw Long Term Portfolio

## Since Inception - Annualized and Calendar Returns

As at June 30, 2020



° Partial Period.

### Time-Weighted Annualized Returns For The Reporting Period July 22, 2019 To June 30, 2020

Period	Your Portfolio in %
Quarter	7.88
Year to Date	(1.65)
Since Inception	1.53

### Time-Weighted Calendar Rate of Return For The Reporting Period July 22, 2019 To June 30, 2020

Period	Your Portfolio in %
2019°	3.23
2020°	(1.65)

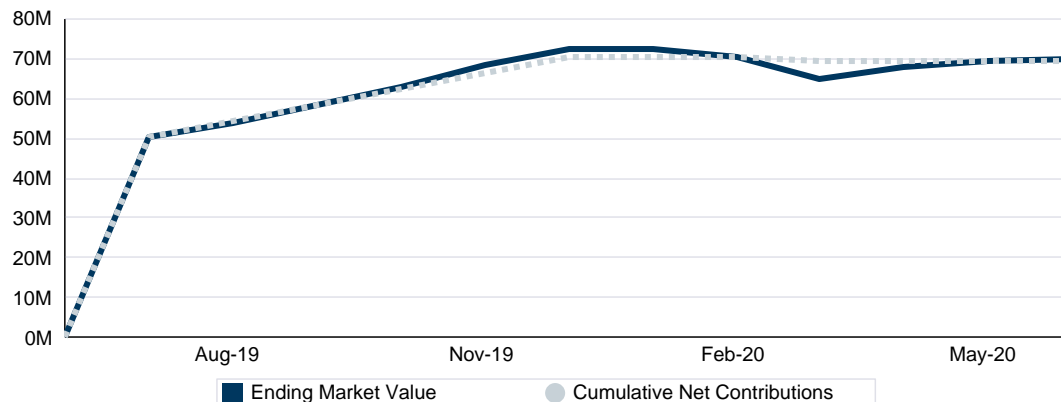
° Partial Period.

# Market Value History

City of Moose Jaw Long Term Portfolio

## Quarterly Market Value History Graph and Data

July 22, 2019 to June 30, 2020



This graph depicts the Portfolio's market value over time. Net contribution consists of the sum of deposits and transfers-in less withdrawals, transfer outs, and any applicable withholding taxes. The Market Values depicted on this page represent the point-in-time value of your Portfolio at each period-end.

	Period Ending	Beginning Market Value	Net Contributions/Withdrawals	Total Investment Return	Ending Market Value	Time-Weighted %
2019	September	0.00	58,237,863.68	285,868.21	58,523,731.89	-
	December	58,523,731.89	11,972,878.00	1,785,169.18	72,281,779.07	2.77
2020	March	72,281,779.07	(979,365.76)	(6,401,573.18)	64,900,840.13	(8.83)
	June	64,900,840.13	0.00	5,115,318.67	70,016,158.80	7.88
<b>TOTAL</b>			<b>69,231,375.92</b>	<b>784,782.88</b>		

# Portfolio Valuation

City of Moose Jaw Long Term Portfolio

-BV and MV in CAD with Gain Loss in CAD-

As at June 30, 2020

Quantity	Security Description	Market Price	Market Value	Accrued Income	Book Value /Unit	Book Value	Book Value in CAD	Unrealized Gain	Unrealized Gain in CAD	Est. Annual Distrib'n	Current Yield (%)
<b>CITY OF MOOSE JAW - Investment Account (3708364819000) - Access+</b>											
<b>CASH AND CASH EQUIVALENTS</b>											
<b>Canada</b>											
<b>Cash</b>											
345,375.55	CAD		345,375.55	-		345,375.55	345,375.55	-	-		-
<b>Total - Cash</b>			<b>345,375.55</b>	<b>0.00</b>		<b>345,375.55</b>	<b>345,375.55</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>
<b>Total - Canada</b>			<b>345,375.55</b>	<b>0.00</b>		<b>345,375.55</b>	<b>345,375.55</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>
<b>TOTAL - CASH AND CASH EQUIVALENTS</b>			<b>345,375.55</b>	<b>0.00</b>		<b>345,375.55</b>	<b>345,375.55</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>
<b>EQUITY</b>											
<b>Canada</b>											
<b>Financials</b>											
2,173.00	BANK OF MONTREAL	72.26	157,020.98	-	98.42	213,871.29	213,871.29	(56,850.31)	(56,850.31)	9,213.52	5.87
5,818.00	BANK OF NOVA SCOTIA	56.18	326,855.24	-	73.10	425,312.71	425,312.71	(98,457.47)	(98,457.47)	20,944.80	6.41
7,842.00	BROOKFIELD ASSET MANAGEMENT INC CLASS A LTD VTG SHS	44.68	350,380.56	-	44.72	350,714.60	350,714.60	(334.04)	(334.04)	3,764.16	1.07
24,415.00	ELEMENT FLEET MANAGEMENT CORP COM	10.13	247,323.95	1,098.68	10.52	256,827.92	256,827.92	(9,503.97)	(9,503.97)	4,394.70	1.78
5,621.00	GREAT-WEST LIFE CO INC	23.80	133,779.80	-	30.06	168,954.99	168,954.99	(35,175.19)	(35,175.19)	9,847.99	7.36
1,205.00	IA FINANCIAL CORP INC COM	45.46	54,779.30	-	65.61	79,059.58	79,059.58	(24,280.28)	(24,280.28)	2,337.70	4.27
1,598.00	INTACT FINANCIAL CORP	129.21	206,477.58	-	131.17	209,614.13	209,614.13	(3,136.55)	(3,136.55)	5,305.36	2.57
8,869.00	MANULIFE FINANCIAL CORP	18.47	163,810.43	-	24.89	220,718.25	220,718.25	(56,907.82)	(56,907.82)	9,933.28	6.06
2,396.00	ONEX CORPORATION SUBORDINATE VOTING SHARES	61.33	146,946.68	-	71.73	171,860.66	171,860.66	(24,913.98)	(24,913.98)	958.40	0.65
14,851.00	ROYAL BANK OF CANADA	92.11	1,367,925.61	-	99.34	1,475,229.22	1,475,229.22	(107,303.61)	(107,303.61)	64,156.32	4.69
4,791.00	SUN LIFE FINANCIAL INC	49.89	239,022.99	-	56.88	272,520.72	272,520.72	(33,497.73)	(33,497.73)	10,540.20	4.41
1,107.00	TMX GROUP LIMITED COM	134.23	148,592.61	-	113.03	125,127.44	125,127.44	23,465.17	23,465.17	2,922.48	1.97
18,086.00	TORONTO-DOMINION	60.59	1,095,830.74	-	71.28	1,289,120.04	1,289,120.04	(193,289.30)	(193,289.30)	57,151.76	5.22

Quantity	Security Description	Market Price	Market Value	Accrued Income	Book Value /Unit	Book Value	Book Value in CAD	Unrealized Gain	Unrealized Gain in CAD	Est. Annual Distrib'n	Current Yield (%)
BANK											
<b>Total - Financials</b>			4,638,746.47	1,098.68		5,258,931.55	5,258,931.55	(620,185.08)	(620,185.08)	201,470.67	4.34
<b>Utilities</b>											
809.00	ALGONQUIN POWER & UTILITIES CORP	17.55	14,197.95	170.40	17.14	13,863.13	13,863.13	334.82	334.82	681.61	4.80
3,099.00	BROOKFIELD INFRASTRUCTURE PARTNERS L P UNITS	55.87	173,141.13	-	55.34	171,504.83	171,504.83	1,636.30	1,636.30	8,164.68	4.72
930.00	BROOKFIELD RENEWABLE PARTNERS L P	65.00	60,450.00	-	65.29	60,722.64	60,722.64	(272.64)	(272.64)	2,740.68	4.53
2,453.00	FORTIS INC	51.63	126,648.39	-	52.67	129,195.96	129,195.96	(2,547.57)	(2,547.57)	4,685.23	3.70
3,558.00	HYDRO ONE LTD COM	25.53	90,835.74	-	25.16	89,519.62	89,519.62	1,316.12	1,316.12	3,609.24	3.97
4,358.00	NORTHLAND POWER INC	33.98	148,084.84	435.80	25.90	112,870.58	112,870.58	35,214.26	35,214.26	5,229.60	3.53
<b>Total - Utilities</b>			613,358.05	606.20		577,676.76	577,676.76	35,681.29	35,681.29	25,111.04	4.09
<b>Communication Services</b>											
2,835.00	BCE INC COM NEW	56.62	160,517.70	2,360.14	61.76	175,101.07	175,101.07	(14,583.37)	(14,583.37)	9,440.55	5.88
3,018.00	QUEBECOR INC CL-B SUBORDINATE VOTING SHARES	29.17	88,035.06	-	30.69	92,623.41	92,623.41	(4,588.35)	(4,588.35)	2,414.40	2.74
12,665.00	ROGERS COMMUNICATIONS INC CL B NON-VTG	54.55	690,875.75	6,332.50	62.69	793,994.58	793,994.58	(103,118.83)	(103,118.83)	25,330.00	3.67
8,279.00	SHAW COMMUNICATIONS INC CL B NON-VTG	22.14	183,297.06	-	25.09	207,721.95	207,721.95	(24,424.89)	(24,424.89)	9,810.62	5.35
14,660.00	TELUS CORPORATION	22.77	333,808.20	4,269.73	24.51	359,336.59	359,336.59	(25,528.39)	(25,528.39)	17,078.90	5.12
<b>Total - Communication Services</b>			1,456,533.77	12,962.37		1,628,777.60	1,628,777.60	(172,243.83)	(172,243.83)	64,074.47	4.40
<b>Consumer Discretionary</b>											
1,388.00	CANADIAN TIRE CORP LTD CL A NON-VTG	117.64	163,284.32	-	143.70	199,451.44	199,451.44	(36,167.12)	(36,167.12)	6,315.40	3.87
6,022.00	MAGNA INTERNATIONAL INC COM	60.46	364,090.12	-	64.58	388,876.89	388,876.89	(24,786.77)	(24,786.77)	13,085.08	3.59
1,966.00	RESTAURANT BRANDS INTERNATIONAL INC COM	73.89	145,267.74	-	77.79	152,935.44	152,935.44	(7,667.70)	(7,667.70)	5,553.45	3.82
<b>Total - Consumer Discretionary</b>			672,642.18	0.00		741,263.77	741,263.77	(68,621.59)	(68,621.59)	24,953.93	3.71
<b>Consumer Staples</b>											
9,762.00	EMPIRE COMPANY LTD CL-A NON-VOTING SHARES	32.51	317,362.62	-	33.60	327,996.60	327,996.60	(10,633.98)	(10,633.98)	4,685.76	1.48
2,656.00	LOBLAW COMPANIES	66.11	175,588.16	836.64	67.71	179,826.63	179,826.63	(4,238.47)	(4,238.47)	3,346.56	1.91



Quantity	Security Description	Market Price	Market Value	Accrued Income	Book Value /Unit	Book Value	Book Value in CAD	Unrealized Gain	Unrealized Gain in CAD	Est. Annual Distrib'n	Current Yield (%)
	LTD										
2,898.00	MAPLE LEAF FOODS INC NEW	28.51	82,621.98	-	29.56	85,662.05	85,662.05	(3,040.07)	(3,040.07)	1,854.72	2.24
3,614.00	METRO INC COM	56.00	202,384.00	-	54.33	196,363.72	196,363.72	6,020.28	6,020.28	3,252.60	1.61
1,455.00	MOLSON COORS CDA INC ORDINARY EXCHANGEABLE SHARES CLASS B	48.00	69,840.00	-	74.97	109,080.75	109,080.75	(39,240.75)	(39,240.75)	4,396.84	6.30
1,000.00	PREMIUM BRANDS HOLDINGS CORPORATION	86.60	86,600.00	577.50	92.79	92,786.73	92,786.73	(6,186.73)	(6,186.73)	2,310.00	2.67
6,676.00	SAPUTO INC	32.37	216,102.12	1,134.92	39.12	261,162.38	261,162.38	(45,060.26)	(45,060.26)	4,539.68	2.10
	<b>Total - Consumer Staples</b>		1,150,498.88	2,549.06		1,252,878.86	1,252,878.86	(102,379.98)	(102,379.98)	24,386.16	2.12
	<b>Industrials</b>										
5,504.00	CAE INC	22.02	121,198.08	-	21.56	118,642.15	118,642.15	2,555.93	2,555.93	2,421.76	2.00
6,197.00	CANADIAN NATIONAL RAILWAY CO	120.11	744,321.67	-	119.40	739,951.81	739,951.81	4,369.86	4,369.86	14,253.10	1.91
557.00	CANADIAN PACIFIC RAILWAY LTD	345.32	192,343.24	462.31	313.15	174,425.41	174,425.41	17,917.83	17,917.83	1,849.24	0.96
4,795.00	FINNING INTERNATIONAL INC	18.51	88,755.45	-	23.17	111,089.43	111,089.43	(22,333.98)	(22,333.98)	3,931.90	4.43
2,873.00	THOMSON REUTERS CORP COM NEW	92.24	265,005.52	-	91.01	261,474.49	261,474.49	3,531.03	3,531.03	5,930.55	2.24
1,408.00	WSP GLOBAL INC COM	83.26	117,230.08	528.00	91.71	129,124.26	129,124.26	(11,894.18)	(11,894.18)	2,112.00	1.80
	<b>Total - Industrials</b>		1,528,854.04	990.31		1,534,707.55	1,534,707.55	(5,853.51)	(5,853.51)	30,498.55	1.99
	<b>Information Technology</b>										
6,317.00	OPEN TEXT CORP	57.65	364,175.05	-	53.25	336,376.25	336,376.25	27,798.80	27,798.80	6,082.51	1.67
	<b>Total - Information Technology</b>		364,175.05	0.00		336,376.25	336,376.25	27,798.80	27,798.80	6,082.51	1.67
	<b>Energy</b>										
3,898.00	CANADIAN NATURAL RESOURCES LTD	23.55	91,797.90	1,656.65	34.42	134,183.95	134,183.95	(42,386.05)	(42,386.05)	6,626.60	7.22
4,346.00	ENBRIDGE INC	41.28	179,402.88	-	44.22	192,192.39	192,192.39	(12,789.51)	(12,789.51)	14,081.04	7.85
1,117.00	GIBSON ENERGY INC COM	21.13	23,602.21	379.78	19.85	22,172.04	22,172.04	1,430.17	1,430.17	1,519.12	6.44
1,712.00	PARKLAND CORPORATION COMMON	33.71	57,711.52	173.25	44.46	76,113.86	76,113.86	(18,402.34)	(18,402.34)	2,079.05	3.60
6,315.00	PEMBINA PIPELINE CORP	33.94	214,331.10	1,326.15	44.39	280,334.32	280,334.32	(66,003.22)	(66,003.22)	15,913.80	7.42
4,800.00	SUNCOR ENERGY INC	22.89	109,872.00	-	40.15	192,707.50	192,707.50	(82,835.50)	(82,835.50)	4,032.00	3.67
2,772.00	TC ENERGY CORP COM	58.00	160,776.00	2,245.32	63.63	176,375.26	176,375.26	(15,599.26)	(15,599.26)	8,981.28	5.59
	<b>Total - Energy</b>		837,493.61	5,781.15		1,074,079.32	1,074,079.32	(236,585.71)	(236,585.71)	53,232.89	6.36
	<b>Materials</b>										

Quantity	Security Description	Market Price	Market Value	Accrued Income	Book Value /Unit	Book Value	Book Value in CAD	Unrealized Gain	Unrealized Gain in CAD	Est. Annual Distrib'n	Current Yield (%)
8,967.00	CAMECO CORP	13.92	124,820.64	-	11.85	106,299.61	106,299.61	18,521.03	18,521.03	717.36	0.57
3,641.00	CCL INDUSTRIES INC CL-B NON-VOTING SHARES	43.88	159,767.08	-	44.16	160,799.74	160,799.74	(1,032.66)	(1,032.66)	2,621.52	1.64
397.00	FRANCO-NEVADA CORPORATION	189.65	75,291.05	-	121.79	48,348.74	48,348.74	26,942.31	26,942.31	560.71	0.74
5,017.00	NUTRIEN LTD COM	43.62	218,841.54	5,334.38	67.59	339,108.26	339,108.26	(120,266.72)	(120,266.72)	9,030.60	4.13
5,136.00	TECK RESOURCES LIMITED SUB VOTING CL B	14.22	73,033.92	-	20.78	106,742.51	106,742.51	(33,708.59)	(33,708.59)	513.60	0.70
<b>Total - Materials</b>			651,754.23	5,334.38		761,298.86	761,298.86	(109,544.63)	(109,544.63)	13,443.79	2.06
<b>Real Estate</b>											
5,056.00	CANADIAN APARTMENT PPTYS REAL ESTATE INVT TRUST UTS	48.59	245,671.04	581.44	49.30	249,277.29	249,277.29	(3,606.25)	(3,606.25)	6,977.28	2.84
6,713.00	FIRST CAPITAL REAL ESTATE INVT TR UNIT	13.88	93,176.44	481.10	17.15	115,120.36	115,120.36	(21,943.92)	(21,943.92)	5,773.18	6.20
3,005.00	RIOCAN REAL ESTATE INVESTMENT TRUST UNITS	15.36	46,156.80	360.60	26.75	80,386.89	80,386.89	(34,230.09)	(34,230.09)	4,327.20	9.38
<b>Total - Real Estate</b>			385,004.28	1,423.14		444,784.54	444,784.54	(59,780.26)	(59,780.26)	17,077.66	4.44
<b>Total - Canada</b>			12,299,060.56	30,745.29		13,610,775.06	13,610,775.06	(1,311,714.50)	(1,311,714.50)	460,331.67	3.74
<b>Global Mutual Funds</b>											
348,428.83	CAPITAL GROUP GLOBAL EQUITY FUND (CDA) CLASS F (823)	41.56	14,482,444.15	-	36.60	12,753,404.80	12,753,404.80	1,729,039.35	1,729,039.35	169,012.37	1.17
226,067.27	EDGEPOINT GLOBAL PORTFOLIO SR F (NON-HST)5001	25.05	5,662,080.84	-	29.11	6,581,589.86	6,581,589.86	(919,509.02)	(919,509.02)	53,164.24	0.94
183,302.43	PH&N GLOBAL EQUITY FUND SR F (5370)	23.91	4,381,862.90	-	22.05	4,042,309.87	4,042,309.87	339,553.03	339,553.03	8,248.61	0.19
151,583.67	RBC QUBE LOW VOLATILITY GBL EQUITY FUND SRS F (687)	19.08	2,892,868.20	-	20.56	3,116,972.51	3,116,972.51	(224,104.31)	(224,104.31)	40,169.67	1.39
<b>Total - Mutual Funds</b>			27,419,256.09	0.00		26,494,277.04	26,494,277.04	924,979.05	924,979.05	270,594.89	0.99
<b>Total - Global</b>			27,419,256.09	0.00		26,494,277.04	26,494,277.04	924,979.05	924,979.05	270,594.89	0.99
<b>TOTAL - EQUITY</b>			<b>39,718,316.65</b>	<b>30,745.29</b>		<b>40,105,052.10</b>	<b>40,105,052.10</b>	<b>(386,735.45)</b>	<b>(386,735.45)</b>	<b>730,926.56</b>	<b>1.84</b>
<b>Total CITY OF MOOSE JAW (3708364819000)</b>			<b>40,063,692.20</b>	<b>30,745.29</b>		<b>40,450,427.65</b>	<b>40,450,427.65</b>	<b>(386,735.45)</b>	<b>(386,735.45)</b>	<b>730,926.56</b>	<b>1.82</b>

Quantity	Security Description	Market Price	Market Value	Accrued Income	Book Value /Unit	Book Value	Book Value in CAD	Unrealized Gain	Unrealized Gain in CAD	Est. Annual Distrib'n	Current Yield (%)
<b>CITY OF MOOSE JAW - Investment Account (7182536321000)</b>											
<b>CASH AND CASH EQUIVALENTS</b>											
Canada											
Cash											
713,096.41	CAD		713,096.41	-		713,096.41	713,096.41	-	-		-
<b>Total - Cash</b>			713,096.41	0.00		713,096.41	713,096.41	0.00	0.00	0.00	-
<b>Total - Canada</b>			713,096.41	0.00		713,096.41	713,096.41	0.00	0.00	0.00	-
<b>TOTAL - CASH AND CASH EQUIVALENTS</b>			<b>713,096.41</b>	<b>0.00</b>		<b>713,096.41</b>	<b>713,096.41</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>
<b>FIXED INCOME</b>											
Canada											
Bank Certificates/Deposits											
5,853,527.00	ROYAL BANK OF CANADA GIC - ANNUAL DUE 05/17/2021 2.35000%	100.00	5,853,527.00	16,959.19	100.00	5,853,527.00	5,853,527.00	0.00	0.00	137,557.88	2.35
5,406,165.00	ROYAL BANK OF CANADA GIC - ANNUAL DUE 05/16/2022 2.40000%	100.00	5,406,165.00	15,996.30	100.00	5,406,165.00	5,406,165.00	0.00	0.00	129,747.96	2.40
9,686,464.00	ROYAL BANK OF CANADA GIC - ANNUAL DUE 05/16/2023 2.45000%	100.00	9,686,464.00	29,258.45	100.00	9,686,464.00	9,686,464.00	0.00	0.00	237,318.37	2.45
8,174,196.00	ROYAL BANK OF CANADA GIC - ANNUAL DUE 05/16/2024 2.55000%	100.00	8,174,196.00	25,698.36	100.00	8,174,196.00	8,174,196.00	0.00	0.00	208,442.00	2.55
<b>Total - Bank Certificates/Deposits</b>			29,120,352.00	87,912.30		29,120,352.00	29,120,352.00	0.00	0.00	713,066.21	2.45
<b>Total - Canada</b>			29,120,352.00	87,912.30		29,120,352.00	29,120,352.00	0.00	0.00	713,066.21	2.45
<b>TOTAL - FIXED INCOME</b>			<b>29,120,352.00</b>	<b>87,912.30</b>		<b>29,120,352.00</b>	<b>29,120,352.00</b>	<b>0.00</b>	<b>0.00</b>	<b>713,066.21</b>	<b>2.45</b>
<b>Total CITY OF MOOSE JAW (7182536321000)</b>			<b>29,833,448.41</b>	<b>87,912.30</b>		<b>29,833,448.41</b>	<b>29,833,448.41</b>	<b>0.00</b>	<b>0.00</b>	<b>713,066.21</b>	<b>2.39</b>

**SUMMARY in CAD<sup>1</sup>**

TOTAL - CITY OF MOOSE JAW - Investment Account (3708364819000)	40,063,692.20	30,745.29		40,450,427.65	40,450,427.65	(386,735.45)	(386,735.45)	730,926.56	1.82
TOTAL - CITY OF MOOSE JAW - Investment Account (7182536321000)	29,833,448.41	87,912.30		29,833,448.41	29,833,448.41	0.00	0.00	713,066.21	2.39
<b>TOTAL - PORTFOLIO</b>	<b>69,897,140.61</b>	<b>118,657.59</b>		<b>70,283,876.06</b>	<b>70,283,876.06</b>	<b>(386,735.45)</b>	<b>(386,735.45)</b>	<b>1,443,992.77</b>	<b>2.07</b>

Yield on Cost cannot be calculated for discount instruments at this time. YOC values at the total level exclude discount Instruments.

Book Values are reported in account currency unless otherwise stated.

## GLOBAL INVESTMENT OUTLOOK - EXECUTIVE SUMMARY SUMMER 2020

*Eric Savoie, MBA, CFA, Associate Investment Strategist - RBC Global Asset Management Inc.*

*Daniel E. Chornous, CFA, Chief Investment Officer - RBC Global Asset Management Inc.*

*The COVID-19 shock altered the course of the global economy and ravaged financial markets, prompting policymakers to step in quickly and with scale. Unprecedented monetary and fiscal stimulus, combined with signs of an economic recovery as lockdowns eased, triggered a rapid rebound in risk assets.*

### Largest and most abrupt shock to growth in modern history

The easily transmitted virus spread rapidly around the globe, infecting more than 6 million people. Although deaths and illness are certainly a tragedy, the biggest impact to global economies came from government-imposed lockdowns that shuttered businesses and curtailed consumer activity. As a result, we have slashed our growth forecasts over the past quarter, and they are now mostly below-consensus. Our base case outlook for the U.S. is for a 7.1% decline in 2020 GDP, though we recognize a variety of scenarios are possible based on the depth and duration of the shutdowns and the speed of the subsequent recovery. Relative growth expectations between global regions vary based on the severity of lockdown measures in place, the sector makeup of their economies, and country-specific vulnerabilities such as older populations.

### Numerous risks as economies begin reopening and beyond

As countries ease lockdown measures, the most prominent risk is that the virus regains traction and forces economies into a second closure. In attempting to gauge which countries are most at risk of suffering a second wave of infections, we focus on variables such as the number of infections per capita, the rate of change in new cases, the strictness of the lockdowns and the degree to which they are being loosened. The pandemic's longer-term repercussions include elevated debt levels that could hinder growth and lifestyle changes that could lower productivity. Inflation could also emerge as a concern once economies eventually recover. While the virus has dominated our thinking, there are other risks that are worth keeping in mind. The U.S. election in November, an important Brexit deadline and the deterioration of U.S.-China relations could all serve as sources of volatility for economies and financial markets.

# Global Investment Outlook

City of Moose Jaw Long Term Portfolio

As at June 30, 2020

## Policymakers deliver record stimulus

Mandated lockdowns required governments to support workers who could not work and companies that were not allowed to operate. The fiscal stimulus provided has been massive and broad-based, spanning many countries and sectors, with provisions for households as well as businesses. In the U.S., the federal government delivered nearly US\$3 trillion in financial aid, almost double the US\$1.6 trillion doled out during the financial crisis of 2008-2009. The U.S. Federal Reserve also supplied substantial relief on the monetary side, slashing short-term interest rates by 150 basis points in early March, and expanding its balance sheet by trillions of dollars to ensure the proper functioning of financial markets. Together, the U.S. fiscal and monetary programs have so far amounted to more than 35% of GDP.

## U.S. dollar reverses gains from initial crisis-driven surge

The U.S. dollar ended a nine-year stretch of gains after the liquidity shortage experienced during the early days of the COVID-19 crisis led to what we believe was one final rally in the greenback's lengthy bull market. The dollar's subsequent weakness in late May and early June signaled that investors have begun to factor in its overvaluation as well as the country's fiscal and monetary excesses. Shorter-term considerations, such as lower U.S. interest rates and election uncertainty, may also be weighing on the currency. The euro and yen are likely to benefit most during this initial phase of the U.S.-dollar decline, while we expect the Canadian dollar and British pound to lag. In the months to come, the performance of individual emerging-market currencies will depend largely on the evolution of the pandemic.

## Sovereign-bond yields fall to record lows, held down by central banks

The U.S. 10-year Treasury yield fell to an all-time low of 31 basis points as investors sought safe havens and central banks ramped up bond buying. Government-bond yields are well below our modelled estimates of equilibrium indicating meaningful valuation risk in all major regions that we track. Over time, our models suggest that yields should ultimately rise from current levels, but large-scale quantitative-easing programs and highly accommodative central-bank policies will probably limit the extent to which that will happen in the near and intermediate terms. Nevertheless, the current low level of sovereign-bond yields is set to deliver unimpressive returns over our 1-year forecast horizon and possibly beyond. Corporate bonds offer higher yields and widening credit spreads caused by the crisis have boosted their return potential. We think exposure to credit, if properly managed, could serve as a useful avenue for enhancing portfolio yields.

## Stock crash sent global equities into a bear market, but the panic was short-lived

Major market indexes fell more than 30% in a matter of weeks in February and March as volatility surged. The crash lowered our global equity composite to its largest discount to fair value since 2012, and a number of technical indicators reached values consistent with durable market bottoms. But the window of opportunity for outsized gains was brief. The S&P 500 Index has already recovered two-thirds of its losses, led by growth stocks and companies with highly predictable earnings. As a result, U.S. large-cap equities are back above our modelled estimate of fair value, suggesting investors should moderate their return expectations going forward. That said, non-U.S. markets remain attractively priced.

# Global Investment Outlook

City of Moose Jaw Long Term Portfolio

As at June 30, 2020

Corporate profits are being severely impacted by the COVID-19 crisis, but we think our measure of normalized earnings provides a better guidepost for what earnings could be under normal conditions, and it's this measure that we use to determine fair value. The fact that investors are paying a high price for stocks today amid a recession may reflect confidence that a rebound in profits will accompany a recovery in the economy. Our scenario analysis suggests further upside for stocks is possible as long as investor confidence stays elevated, inflation and interest rates remain low, and earnings ultimately rebound to their long-term trend.

## Asset mix - resetting strategic neutral asset mix in favour of stocks

The pandemic has reinforced many trends that were already in place before the virus, such as our world being stuck in an indefinite period of slow economic growth, low interest rates and highly accommodative central-bank policies. Other factors held constant, sustained low real interest rates suggest a long period of below long-term average returns lies ahead for the traditional asset classes. Our view that stocks will provide superior returns, that results for sovereign bonds will be unappealing for an extended period and that sovereign bonds will not provide the income or risk-diversifying properties of the past 40 years have led us to adjust the strategic neutral weights in our multi-asset and balanced portfolios. Effective June 1, 2020, we shifted the strategic asset mix for our reference portfolio for global balanced investors from 55% equities, 43% fixed income, 2% cash to 60% equities, 38% bonds, 2% cash. Managing our tactical exposures around these new neutrals, we are maintaining a modest overweight allocation to stocks given our view that stocks will outperform bonds over the longer term, but we have narrowed the degree of overweight given our modest return assumptions for equities and our below-consensus growth forecast. For a balanced, global investor, we currently recommend an asset mix of 61% equities (strategic neutral position: 60%) and 38% fixed income (strategic neutral position: 38%), with the balance in cash.

# Statement of Terms

City of Moose Jaw Long Term Portfolio

As at June 30, 2020

## Legal Disclaimers

The portfolio summary ("the Portfolio Report") is prepared by your Investment Advisor/Portfolio Manager who is an employee of RBC DS and is prepared from information received from sources we believe to be reliable. It is not an official statement of your positions at RBC Dominion Securities Inc. ("RBC DS").

This Portfolio Report has been prepared at the direction of and solely for the general guidance and benefit of the owners of the accounts included in the portfolio. It should be noted that a Portfolio Report can be created at anytime whereas your monthly statement is created at the last day of the month. Some of the positions shown in this statement may be held at other financial institutions where they are not covered by the Canadian Investor Protection Fund. Information regarding positions that are not held at RBC DS has been provided by the owner of an account included in the portfolio. These positions are included in the Portfolio Report at the request of the owner(s) of one or more of the accounts comprising the Portfolio Report for the purposes of providing as complete a view as possible of the portfolio. Neither RBC DS nor its employees can guarantee the accuracy or completeness of information relating to positions held at entities other than RBC DS, including quantities of securities held, market value and book-cost.

Please consult the monthly statements you receive from RBC DS or from other entities where the positions are held to determine which positions are eligible for protection by the Canadian Investor Protection Fund, including information as to which positions are held in segregation.

If there are any discrepancies between the transactions or positions shown on the monthly statements you receive from RBC DS and those shown in this Portfolio Report as being transacted or held at RBC DS please report them to your RBC DS Investment Advisor or Portfolio Manager. If there are any discrepancies between the transactions or positions shown on the monthly statements you receive from other entities where the positions are held please report them to such other entity.

The securities accounts comprising the portfolio are listed below. Please review this list of accounts carefully to understand what assets are included and what assets are not included in the Portfolio Report. Contact your Investment Advisor/Portfolio Manager if you are uncertain as to the beneficial ownership of any accounts included in this Portfolio Report.

Each beneficial owner of an account included in the Portfolio Report must have provided consent to their RBC DS Investment Advisor/Portfolio Manager to include information about their account(s) in this Portfolio Report as this information will be shared with all parties whose accounts or assets have been included in the Portfolio Report. If you are the beneficial owner of an account(s) included in this Portfolio Report and you wish to have your accounts removed from the Portfolio Report please advise your Investment Advisor/Portfolio Manager.

Clients should consult their Investment Advisor/Portfolio Manager when planning to purchase or sell securities or otherwise rebalance securities holdings as a result of the information provided in this Portfolio Report. This will ensure that their own circumstances, including their own individual investment objectives and risk tolerances, have been considered properly and that action is taken on the latest available information. Interest rates, market conditions market prices, tax rules, security classifications and other investment factors are subject to change.

For more information on the terms, conditions and a glossary of terms used in the Portfolio Report, please contact your Investment Advisor/Portfolio Manager.

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## General Disclaimers

- Generated on July 9, 2020
- This portfolio is composed of the following accounts, your discretionary accounts are bolded:  
**CITY OF MOOSE JAW - 3708364819000**  
 CITY OF MOOSE JAW - 7182536321000
- For position not held in CAD, all values were converted using the following exchange rates:  
 CAD converted to USD at CAD\$1 - USD\$0.73635  
 USD converted to CAD at USD\$1 - CAD\$1.35805



- Accrued income is included in market values except when accrued income is displayed in a separate column.
- Book Values are reported in account currency unless otherwise stated.
- Performance calculations are based on trade-date valuations. Hence, market values and net contribution amounts displayed on performance related sections may vary slightly from other report sections if portfolio has unsettled transactions at time of valuation. This applies to the following sections: Market Value History, Overview of Your Portfolio, Portfolio Summary.
- Month end market values may differ from the Custody Statement as this reporting captures back dated transactions.
- Rate of Return (ROR) is a measure of performance of your portfolio, expressed as a percentage of the value of original investments. ROR are only calculated from November 30, 2002 onwards. The ROR and Investment Return are calculated net of any charges deducted from this portfolio. If you have selected a charge account to cover fees outside of this portfolio, performance will be impacted. For household portfolios a daily averaged priced exchange rate has been used to convert portfolios from their base currency to the reporting currency of the household portfolio. Any return greater than 12 months is annualized. Money Weighted ROR (MWRR) and Time-Weighted ROR (TWRR) are two different methods, used by RBC Wealth Management to calculate ROR.
- Time-Weighted Rate of Return (TWRR) is the financial industry and RBC Wealth Management standard method to measure performance. The method most commonly used to calculate the performance of financial market indices and mutual funds as it eliminates the distorting effects on growth rates created by capital movements. The TWRR breaks up the return on an investment portfolio into separate intervals based on whether capital was added or withdrawn. The returns are geometrically linked where required. A portfolio must remain invested (i.e. hold cash and/or investments) in order to calculate TWRR. During periods where the portfolio value is zero or less, a null value (-) is displayed. When a portfolio is re-funded (injected with new cash and/or investments), the original "Performance Inception" date will change to the start of the new, funded period. This applies to the following sections: Market Value History, Overview of Your Portfolio, Portfolio Summary
- Money-Weighted Rate of Return (MWRR) calculation takes into account the cumulative realized and unrealized capital gains and losses of investments, plus income from the investments, and the impact of the amount and timing of deposits and withdrawals of any money or securities over the specified period, annualized for periods greater than 12 months and is therefore appropriate for comparison to your return objective. It is also sometimes referred to as Internal Rate of Return (IRR). This applies to the following sections: Market Value History, Overview of Your Portfolio, Portfolio Summary

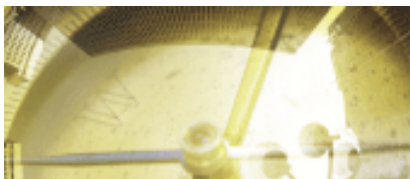
## Section Specific Disclaimers

### Portfolio Valuation

- Yield % indicates yield to maturity based on current market value for debt products. In general, CDN and US Bonds and Debentures indicate semi-annual yield. All other debt products indicate annual yield. Equity Products indicate current yield.
- Distribution information may not be available for certain mutual funds.
- Distributions may vary widely from year to year.

### Asset Allocation

- The Mutual Fund allocations presented in the Asset Allocation report may not match the allocations in the corresponding Portfolio Valuation report.



# City of Moose Jaw Moderate Term Portfolio Update

As at settlement date June 30, 2020

City of Moose Jaw Moderate Term Portfolio

## CITY OF MOOSE JAW

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MOOSE JAW, SK, S6H 3J8  
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Dominion Securities

## TABLE OF CONTENTS

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<a href="#">Overview of Your Portfolio - Overview of Your Portfolio</a>	1
<a href="#">Asset Allocation - By Asset Class and Geography</a>	2
<a href="#">Asset Allocation - Enhanced Asset Allocation*</a>	3
<a href="#">Portfolio Summary - Since Inception - Annualized and Calendar Returns</a>	4
<a href="#">Market Value History - Quarterly Market Value History Graph and Data</a>	5
<a href="#">Portfolio Valuation - -BV and MV in CAD with Gain Loss in CAD-</a>	6
<a href="#">Global Investment Outlook</a>	12
<a href="#">Statement of Terms - Statement of Terms</a>	15

# Overview of Your Portfolio

City of Moose Jaw Moderate Term Portfolio

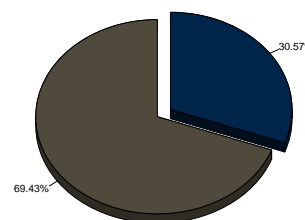
As at June 30, 2020

This overview of your Portfolio shows information about your accounts, in the currency you've chosen for reporting purposes. All amounts shown are net of fees. You can see, at a glance, how your portfolio is performing as well as your personal rate of return since Jul 22, 2019, your inception date, and in the shorter term. The line graph helps you visualize these key indicators and the pie chart tells you how your portfolio is invested across your various Investment Products. (K represents thousands where applicable).

## Your Portfolio Performance

	This Past Quarter (\$)	Last 12 Months (\$)	Since Inception (\$)
Beginning Market Value	28,360,641	N/A	0
Net Contribution /Withdrawals	0	N/A	29,085,435
Change In Market Value	1,258,415	N/A	533,621
Ending Market Value	29,619,056	N/A	29,619,056

## Your Portfolio



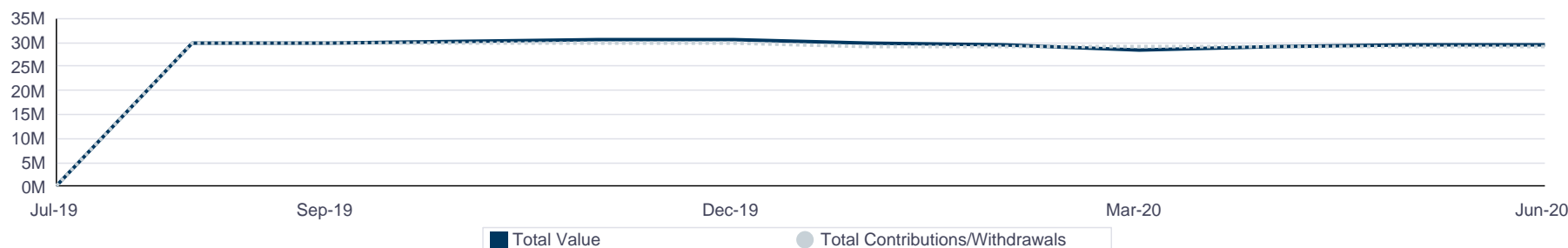
Money Manager/Account	%
RBC Dominion Securities A+ Custom Model - 3708364710	30.57
CITY OF MOOSE JAW - 7182536222 Investment Account	69.43

## Your Personal Rate of Return

Your personal rate of return since inception is annualized if you've held your investments for more than one year. It is calculated using an industry standard time-weighted rate of return formula.

	This Past Quarter (%)	Last 12 Months (%)	Since Inception (%)
Your Portfolio	4.44	N/A	1.77

## Your Portfolio Growth



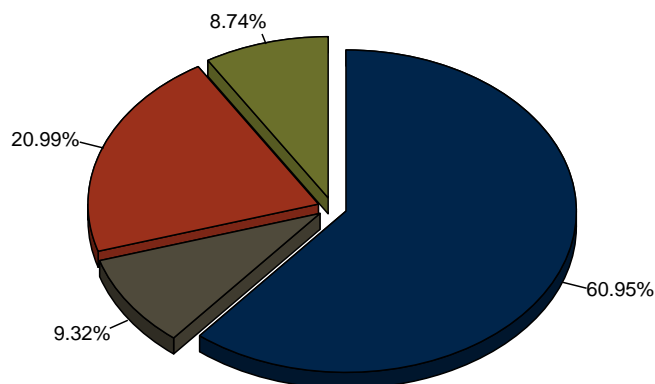
# Asset Allocation

City of Moose Jaw Moderate Term Portfolio

## By Asset Class and Geography

As at June 30, 2020

Allocation by Asset Class and Geography



Geography	Market Value	%
Fixed Income - Canada	18,054,247	60.95
<b>Total Fixed Income</b>	<b>18,054,247</b>	<b>60.95</b>
Equity - Canada	2,759,341	9.32
Equity - Global	6,216,086	20.99
<b>Total Equity</b>	<b>8,975,427</b>	<b>30.31</b>
Cash and Cash Equivalents - Canada	2,589,382	8.74
<b>Total Cash and Cash Equivalents</b>	<b>2,589,382</b>	<b>8.74</b>
<b>Total Canada</b>	<b>23,402,970</b>	<b>79.01</b>
<b>Total Global</b>	<b>6,216,086</b>	<b>20.99</b>
<b>Total Portfolio</b>	<b>29,619,056</b>	<b>100.00</b>

Accrued income included with Market Value.

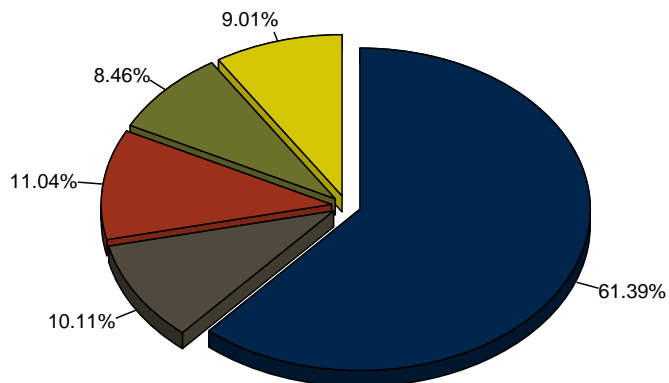
# Asset Allocation

City of Moose Jaw Moderate Term Portfolio

## Enhanced Asset Allocation\*

As at June 30, 2020

Enhanced Asset Allocation\*



Geography	Market Value	%
Fixed Income - Canada	18,184,109	61.39
<b>Total Fixed Income</b>	<b>18,184,109</b>	<b>61.39</b>
Equity - Canada	2,993,283	10.11
Equity - US	3,269,317	11.04
Equity - International	2,504,560	8.46
<b>Total Equity</b>	<b>8,767,161</b>	<b>29.61</b>
Cash and Cash Equivalents	2,667,786	9.01
<b>Total Cash and Cash Equivalents</b>	<b>2,667,786</b>	<b>9.01</b>
<b>Total Portfolio</b>	<b>29,619,056</b>	<b>100.00</b>

Accrued income included with Market Value.

\*The asset allocation values displayed include an overlay from an external data provider that breaks out the underlying asset classes for mutual funds, pooled funds and Canadian ETFs, if applicable and where available.

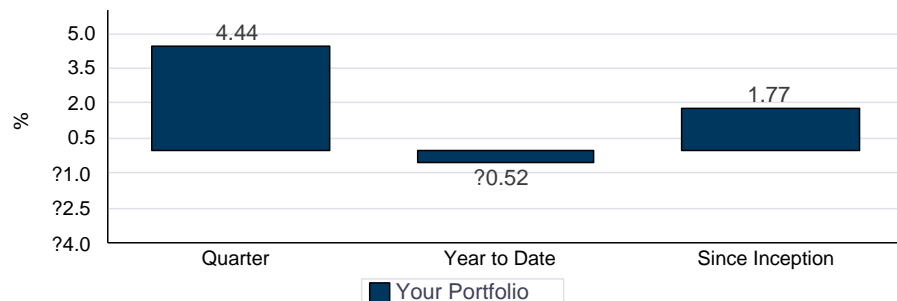
# Portfolio Summary

City of Moose Jaw Moderate Term Portfolio

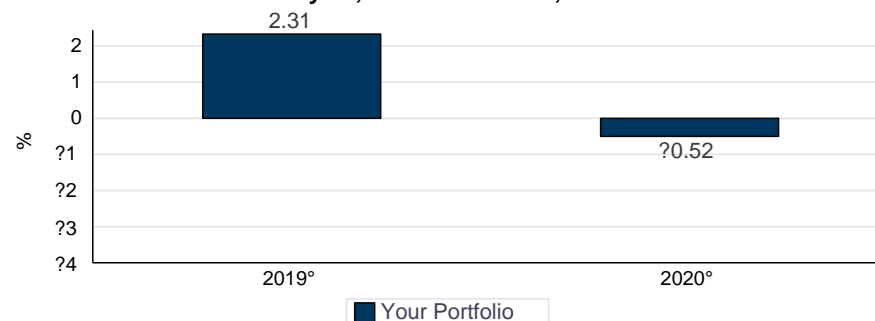
## Since Inception - Annualized and Calendar Returns

As at June 30, 2020

**Time-Weighted Annualized Returns**  
July 22, 2019 To June 30, 2020



**Time-Weighted Calendar Rate of Return**  
July 22, 2019 To June 30, 2020



° Partial Period.

**Time-Weighted Annualized Returns For The Reporting Period**  
July 22, 2019 To June 30, 2020

Period	Your Portfolio in %
Quarter	4.44
Year to Date	(0.52)
Since Inception	1.77

**Time-Weighted Calendar Rate of Return For The Reporting Period**  
July 22, 2019 To June 30, 2020

Period	Your Portfolio in %
2019°	2.31
2020°	(0.52)

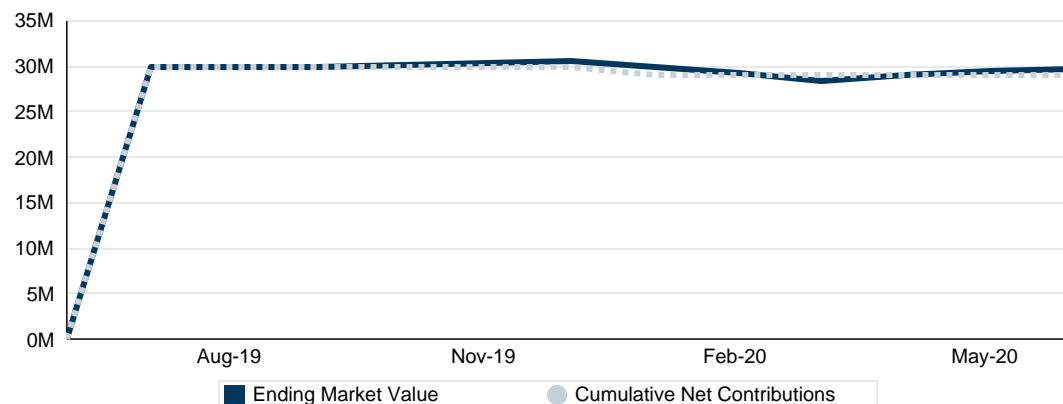
° Partial Period.

# Market Value History

City of Moose Jaw Moderate Term Portfolio

## Quarterly Market Value History Graph and Data

July 22, 2019 to June 30, 2020



This graph depicts the Portfolio's market value over time. Net contribution consists of the sum of deposits and transfers-in less withdrawals, transfer outs, and any applicable withholding taxes. The Market Values depicted on this page represent the point-in-time value of your Portfolio at each period-end.

	Period Ending	Beginning Market Value	Net Contributions/Withdrawals	Total Investment Return	Ending Market Value	Time-Weighted %
2019	September	0.00	29,857,429.73	160,880.78	30,018,310.51	-
	December	30,018,310.51	0.00	527,722.09	30,546,032.60	1.76
2020	March	30,546,032.60	(771,995.00)	(1,413,396.12)	28,360,641.48	(4.75)
	June	28,360,641.48	0.00	1,258,414.53	29,619,056.01	4.44
<b>TOTAL</b>			<b>29,085,434.73</b>	<b>533,621.28</b>		



# Portfolio Valuation

City of Moose Jaw Moderate Term Portfolio

-BV and MV in CAD with Gain Loss in CAD-

As at June 30, 2020

Quantity	Security Description	Market Price	Market Value	Accrued Income	Book Value /Unit	Book Value	Book Value in CAD	Unrealized Gain	Unrealized Gain in CAD	Est. Annual Distrib'n	Current Yield (%)
<b>CITY OF MOOSE JAW - Investment Account (3708364710000) - Access+</b>											
<b>CASH AND CASH EQUIVALENTS</b>											
Canada											
Cash											
79,369.25	CAD		79,369.25	-		79,369.25	79,369.25	-	-		-
<b>Total - Cash</b>			79,369.25	0.00		79,369.25	79,369.25	0.00	0.00	0.00	-
<b>Total - Canada</b>			79,369.25	0.00		79,369.25	79,369.25	0.00	0.00	0.00	-
<b>TOTAL - CASH AND CASH EQUIVALENTS</b>			<b>79,369.25</b>	<b>0.00</b>		<b>79,369.25</b>	<b>79,369.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>
<b>EQUITY</b>											
Canada											
Financials											
496.00	BANK OF MONTREAL	72.26	35,840.96	-	99.16	49,184.53	49,184.53	(13,343.57)	(13,343.57)	2,103.04	5.87
1,355.00	BANK OF NOVA SCOTIA	56.18	76,123.90	-	71.34	96,665.05	96,665.05	(20,541.15)	(20,541.15)	4,878.00	6.41
1,753.00	BROOKFIELD ASSET MANAGEMENT INC CLASS A LTD VTG SHS	44.68	78,324.04	-	43.83	76,840.86	76,840.86	1,483.18	1,483.18	841.44	1.07
5,470.00	ELEMENT FLEET MANAGEMENT CORP COM	10.13	55,411.10	246.15	10.29	56,264.45	56,264.45	(853.35)	(853.35)	984.60	1.78
1,286.00	GREAT-WEST LIFE CO INC	23.80	30,606.80	-	29.27	37,636.51	37,636.51	(7,029.71)	(7,029.71)	2,253.07	7.36
284.00	IA FINANCIAL CORP INC COM	45.46	12,910.64	-	65.30	18,544.30	18,544.30	(5,633.66)	(5,633.66)	550.96	4.27
362.00	INTACT FINANCIAL CORP	129.21	46,774.02	-	126.16	45,669.85	45,669.85	1,104.17	1,104.17	1,201.84	2.57
2,059.00	MANULIFE FINANCIAL CORP	18.47	38,029.73	-	24.67	50,791.79	50,791.79	(12,762.06)	(12,762.06)	2,306.08	6.06
545.00	ONEX CORPORATION SUBORDINATE VOTING SHARES	61.33	33,424.85	-	72.31	39,406.37	39,406.37	(5,981.52)	(5,981.52)	218.00	0.65
3,325.00	ROYAL BANK OF CANADA	92.11	306,265.75	-	98.91	328,862.72	328,862.72	(22,596.97)	(22,596.97)	14,364.00	4.69
1,091.00	SUN LIFE FINANCIAL INC	49.89	54,429.99	-	55.58	60,639.73	60,639.73	(6,209.74)	(6,209.74)	2,400.20	4.41
250.00	TMX GROUP LIMITED COM	134.23	33,557.50	-	113.37	28,343.23	28,343.23	5,214.27	5,214.27	660.00	1.97
4,032.00	TORONTO-DOMINION	60.59	244,298.88	-	71.45	288,099.17	288,099.17	(43,800.29)	(43,800.29)	12,741.12	5.22

Quantity	Security Description	Market Price	Market Value	Accrued Income	Book Value /Unit	Book Value	Book Value in CAD	Unrealized Gain	Unrealized Gain in CAD	Est. Annual Distrib'n	Current Yield (%)
BANK											
<b>Total - Financials</b>			1,045,998.16	246.15		1,176,948.56	1,176,948.56	(130,950.40)	(130,950.40)	45,502.35	4.35
<b>Utilities</b>											
181.00	ALGONQUIN POWER & UTILITIES CORP	17.55	3,176.55	38.12	16.69	3,020.92	3,020.92	155.63	155.63	152.50	4.80
694.00	BROOKFIELD INFRASTRUCTURE PARTNERS L P UNITS	55.87	38,773.78	-	53.34	37,018.99	37,018.99	1,754.79	1,754.79	1,828.42	4.72
208.00	BROOKFIELD RENEWABLE PARTNERS L P	65.00	13,520.00	-	65.29	13,579.61	13,579.61	(59.61)	(59.61)	612.97	4.53
555.00	FORTIS INC	51.63	28,654.65	-	52.18	28,957.90	28,957.90	(303.25)	(303.25)	1,060.05	3.70
799.00	HYDRO ONE LTD COM	25.53	20,398.47	-	25.15	20,091.35	20,091.35	307.12	307.12	810.51	3.97
985.00	NORTHLAND POWER INC	33.98	33,470.30	98.50	25.45	25,069.01	25,069.01	8,401.29	8,401.29	1,182.00	3.53
<b>Total - Utilities</b>			137,993.75	136.62		127,737.78	127,737.78	10,255.97	10,255.97	5,646.45	4.09
<b>Communication Services</b>											
635.00	BCE INC COM NEW	56.62	35,953.70	528.64	60.16	38,199.65	38,199.65	(2,245.95)	(2,245.95)	2,114.55	5.88
690.00	QUEBECOR INC CL-B SUBORDINATE VOTING SHARES	29.17	20,127.30	-	30.05	20,737.93	20,737.93	(610.63)	(610.63)	552.00	2.74
2,850.00	ROGERS COMMUNICATIONS INC CL B NON-VTG	54.55	155,467.50	1,425.00	63.44	180,793.14	180,793.14	(25,325.64)	(25,325.64)	5,700.00	3.67
1,875.00	SHAW COMMUNICATIONS INC CL B NON-VTG	22.14	41,512.50	-	24.75	46,399.02	46,399.02	(4,886.52)	(4,886.52)	2,221.88	5.35
3,328.00	TELUS CORPORATION	22.77	75,778.56	969.28	24.38	81,140.13	81,140.13	(5,361.57)	(5,361.57)	3,877.12	5.12
<b>Total - Communication Services</b>			328,839.56	2,922.92		367,269.87	367,269.87	(38,430.31)	(38,430.31)	14,465.55	4.40
<b>Consumer Discretionary</b>											
316.00	CANADIAN TIRE CORP LTD CL A NON-VTG	117.64	37,174.24	-	144.30	45,598.05	45,598.05	(8,423.81)	(8,423.81)	1,437.80	3.87
1,199.00	MAGNA INTERNATIONAL INC COM	60.46	72,491.54	-	64.24	77,021.40	77,021.40	(4,529.86)	(4,529.86)	2,605.28	3.59
440.00	RESTAURANT BRANDS INTERNATIONAL INC COM	73.89	32,511.60	-	78.48	34,531.64	34,531.64	(2,020.04)	(2,020.04)	1,242.89	3.82
<b>Total - Consumer Discretionary</b>			142,177.38	0.00		157,151.09	157,151.09	(14,973.71)	(14,973.71)	5,285.97	3.72
<b>Consumer Staples</b>											
1,899.00	EMPIRE COMPANY LTD CL-A NON-VOTING SHARES	32.51	61,736.49	-	33.95	64,474.58	64,474.58	(2,738.09)	(2,738.09)	911.52	1.48
602.00	LOBLAW COMPANIES	66.11	39,798.22	189.63	67.15	40,426.69	40,426.69	(628.47)	(628.47)	758.52	1.91

Quantity	Security Description	Market Price	Market Value	Accrued Income	Book Value /Unit	Book Value	Book Value in CAD	Unrealized Gain	Unrealized Gain in CAD	Est. Annual Distrib'n	Current Yield (%)
	LTD										
655.00	MAPLE LEAF FOODS INC NEW	28.51	18,674.05	-	30.49	19,969.92	19,969.92	(1,295.87)	(1,295.87)	419.20	2.24
811.00	METRO INC COM	56.00	45,416.00	-	53.42	43,325.30	43,325.30	2,090.70	2,090.70	729.90	1.61
332.00	MOLSON COORS CDA INC ORDINARY EXCHANGEABLE SHARES CLASS B	48.00	15,936.00	-	73.14	24,283.20	24,283.20	(8,347.20)	(8,347.20)	1,003.26	6.30
226.00	PREMIUM BRANDS HOLDINGS CORPORATION	86.60	19,571.60	130.52	94.34	21,320.24	21,320.24	(1,748.64)	(1,748.64)	522.06	2.67
1,514.00	SAPUTO INC	32.37	49,008.18	257.38	39.01	59,057.95	59,057.95	(10,049.77)	(10,049.77)	1,029.52	2.10
	<b>Total - Consumer Staples</b>		250,140.54	577.53		272,857.88	272,857.88	(22,717.34)	(22,717.34)	5,373.98	2.15
	<b>Industrials</b>										
1,235.00	CAE INC	22.02	27,194.70	-	21.57	26,636.33	26,636.33	558.37	558.37	543.40	2.00
1,388.00	CANADIAN NATIONAL RAILWAY CO	120.11	166,712.68	-	119.91	166,430.16	166,430.16	282.52	282.52	3,192.40	1.91
127.00	CANADIAN PACIFIC RAILWAY LTD	345.32	43,855.64	105.41	315.30	40,042.93	40,042.93	3,812.71	3,812.71	421.64	0.96
1,103.00	FINNING INTERNATIONAL INC	18.51	20,416.53	-	22.88	25,236.38	25,236.38	(4,819.85)	(4,819.85)	904.46	4.43
635.00	THOMSON REUTERS CORP COM NEW	92.24	58,572.40	-	90.29	57,336.20	57,336.20	1,236.20	1,236.20	1,310.79	2.24
315.00	WSP GLOBAL INC COM	83.26	26,226.90	118.13	91.77	28,907.77	28,907.77	(2,680.87)	(2,680.87)	472.50	1.80
	<b>Total - Industrials</b>		342,978.85	223.54		344,589.77	344,589.77	(1,610.92)	(1,610.92)	6,845.19	2.00
	<b>Information Technology</b>										
1,426.00	OPEN TEXT CORP	57.65	82,208.90	-	53.79	76,707.07	76,707.07	5,501.83	5,501.83	1,373.07	1.67
	<b>Total - Information Technology</b>		82,208.90	0.00		76,707.07	76,707.07	5,501.83	5,501.83	1,373.07	1.67
	<b>Energy</b>										
884.00	CANADIAN NATURAL RESOURCES LTD	23.55	20,818.20	375.70	34.30	30,318.85	30,318.85	(9,500.65)	(9,500.65)	1,502.80	7.22
983.00	ENBRIDGE INC	41.28	40,578.24	-	43.57	42,831.91	42,831.91	(2,253.67)	(2,253.67)	3,184.92	7.85
253.00	GIBSON ENERGY INC COM	21.13	5,345.89	86.02	19.85	5,021.67	5,021.67	324.22	324.22	344.08	6.44
384.00	PARKLAND CORPORATION COMMON	33.71	12,944.64	38.86	43.64	16,759.34	16,759.34	(3,814.70)	(3,814.70)	466.33	3.60
1,441.00	PEMBINA PIPELINE CORP	33.94	48,907.54	302.61	44.68	64,386.66	64,386.66	(15,479.12)	(15,479.12)	3,631.32	7.42
1,092.00	SUNCOR ENERGY INC	22.89	24,995.88	-	38.57	42,120.74	42,120.74	(17,124.86)	(17,124.86)	917.28	3.67
621.00	TC ENERGY CORP COM	58.00	36,018.00	503.01	63.24	39,269.56	39,269.56	(3,251.56)	(3,251.56)	2,012.04	5.59
	<b>Total - Energy</b>		189,608.39	1,306.20		240,708.73	240,708.73	(51,100.34)	(51,100.34)	12,058.77	6.36
	<b>Materials</b>										

Quantity	Security Description	Market Price	Market Value	Accrued Income	Book Value /Unit	Book Value	Book Value in CAD	Unrealized Gain	Unrealized Gain in CAD	Est. Annual Distrib'n	Current Yield (%)
2,044.00	CAMECO CORP	13.92	28,452.48	-	12.12	24,768.18	24,768.18	3,684.30	3,684.30	163.52	0.57
817.00	CCL INDUSTRIES INC CL-B NON-VOTING SHARES	43.88	35,849.96	-	44.14	36,063.90	36,063.90	(213.94)	(213.94)	588.24	1.64
90.00	FRANCO-NEVADA CORPORATION	189.65	17,068.50	-	119.48	10,753.02	10,753.02	6,315.48	6,315.48	127.11	0.74
1,110.00	NUTRIEN LTD COM	43.62	48,418.20	1,180.22	71.09	78,908.32	78,908.32	(30,490.12)	(30,490.12)	1,998.00	4.13
1,167.00	TECK RESOURCES LIMITED SUB VOTING CL B	14.22	16,594.74	-	21.30	24,858.46	24,858.46	(8,263.72)	(8,263.72)	116.70	0.70
<b>Total - Materials</b>			146,383.88	1,180.22		175,351.88	175,351.88	(28,968.00)	(28,968.00)	2,993.57	2.05
<b>Real Estate</b>											
1,129.00	CANADIAN APARTMENT PPTYS REAL ESTATE INVT TRUST UTS	48.59	54,858.11	129.84	47.77	53,930.56	53,930.56	927.55	927.55	1,558.02	2.84
1,505.00	FIRST CAPITAL REAL ESTATE INVT TR UNIT	13.88	20,889.40	107.86	17.09	25,717.74	25,717.74	(4,828.34)	(4,828.34)	1,294.30	6.20
674.00	RIOCAN REAL ESTATE INVESTMENT TRUST UNITS	15.36	10,352.64	80.88	26.76	18,038.74	18,038.74	(7,686.10)	(7,686.10)	970.56	9.38
<b>Total - Real Estate</b>			86,100.15	318.58		97,687.04	97,687.04	(11,586.89)	(11,586.89)	3,822.88	4.44
<b>Total - Canada</b>			2,752,429.56	6,911.76		3,037,009.67	3,037,009.67	(284,580.11)	(284,580.11)	103,367.78	3.76
<b>Global Mutual Funds</b>											
78,897.12	CAPITAL GROUP GLOBAL EQUITY FUND (CDA) CLASS F (823)	41.56	3,279,358.79	-	36.47	2,877,717.37	2,877,717.37	401,641.42	401,641.42	38,270.63	1.17
51,656.99	EDGEPOINT GLOBAL PORTFOLIO SR F (NON-HST)5001	25.05	1,293,800.90	-	29.14	1,505,296.45	1,505,296.45	(211,495.55)	(211,495.55)	12,148.17	0.94
41,791.19	PH&N GLOBAL EQUITY FUND SR F (5370)	23.91	999,022.50	-	21.95	917,247.63	917,247.63	81,774.87	81,774.87	1,880.60	0.19
33,739.98	RBC QUBE LOW VOLATILITY GBL EQUITY FUND SRS F (687)	19.08	643,903.98	-	20.26	683,463.00	683,463.00	(39,559.02)	(39,559.02)	8,941.10	1.39
<b>Total - Mutual Funds</b>			6,216,086.17	0.00		5,983,724.45	5,983,724.45	232,361.72	232,361.72	61,240.50	0.99
<b>Total - Global</b>			6,216,086.17	0.00		5,983,724.45	5,983,724.45	232,361.72	232,361.72	61,240.50	0.99
<b>TOTAL - EQUITY</b>			<b>8,968,515.73</b>	<b>6,911.76</b>		<b>9,020,734.12</b>	<b>9,020,734.12</b>	<b>(52,218.39)</b>	<b>(52,218.39)</b>	<b>164,608.28</b>	<b>1.84</b>
<b>Total CITY OF MOOSE JAW (3708364710000)</b>			<b>9,047,884.98</b>	<b>6,911.76</b>		<b>9,100,103.37</b>	<b>9,100,103.37</b>	<b>(52,218.39)</b>	<b>(52,218.39)</b>	<b>164,608.28</b>	<b>1.82</b>

Quantity	Security Description	Market Price	Market Value	Accrued Income	Book Value /Unit	Book Value	Book Value in CAD	Unrealized Gain	Unrealized Gain in CAD	Est. Annual Distrib'n	Current Yield (%)
<b>CITY OF MOOSE JAW - Investment Account (7182536222000)</b>											
<b>CASH AND CASH EQUIVALENTS</b>											
<b>Canada</b>											
<b>Cash</b>											
2,022,375.62	CAD		2,022,375.62	-		2,022,375.62	2,022,375.62	-	-		-
<b>Total - Cash</b>			2,022,375.62	0.00		2,022,375.62	2,022,375.62	0.00	0.00	0.00	-
<b>Mutual Funds</b>											
48,763.71	RBC INVESTMENT SAVINGS ACCOUNT SR A (2010)	10.00	487,637.06	-	10.00	487,637.06	487,637.06	0.00	0.00	1,219.09	0.25
<b>Total - Mutual Funds</b>			487,637.06	0.00		487,637.06	487,637.06	0.00	0.00	1,219.09	0.25
<b>Total - Canada</b>			2,510,012.68	0.00		2,510,012.68	2,510,012.68	0.00	0.00	1,219.09	0.05
<b>TOTAL - CASH AND CASH EQUIVALENTS</b>			<b>2,510,012.68</b>	<b>0.00</b>		<b>2,510,012.68</b>	<b>2,510,012.68</b>	<b>0.00</b>	<b>0.00</b>	<b>1,219.09</b>	<b>0.05</b>
<b>FIXED INCOME</b>											
<b>Canada</b>											
<b>Bank Certificates/Deposits</b>											
4,000,000.00	BANK OF NOVA SCOTIA GIC - ANNUAL DUE 05/17/2021 2.35000%	100.00	4,000,000.00	11,589.04	100.00	4,000,000.00	4,000,000.00	0.00	0.00	94,000.00	2.35
4,000,000.00	BANK OF NOVA SCOTIA GIC - ANNUAL DUE 05/16/2022 2.40000%	100.00	4,000,000.00	11,835.60	100.00	4,000,000.00	4,000,000.00	0.00	0.00	96,000.00	2.40
5,000,000.00	BANK OF NOVA SCOTIA GIC - ANNUAL DUE 05/16/2023 2.45000%	100.00	5,000,000.00	15,102.75	100.00	5,000,000.00	5,000,000.00	0.00	0.00	122,500.00	2.45
5,000,000.00	BANK OF NOVA SCOTIA GIC - ANNUAL DUE 05/16/2024 2.55000%	100.00	5,000,000.00	15,719.20	100.00	5,000,000.00	5,000,000.00	0.00	0.00	127,500.00	2.55
<b>Total - Bank Certificates/Deposits</b>			18,000,000.00	54,246.59		18,000,000.00	18,000,000.00	0.00	0.00	440,000.00	2.44
<b>Total - Canada</b>			18,000,000.00	54,246.59		18,000,000.00	18,000,000.00	0.00	0.00	440,000.00	2.44
<b>TOTAL - FIXED INCOME</b>			<b>18,000,000.00</b>	<b>54,246.59</b>		<b>18,000,000.00</b>	<b>18,000,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>440,000.00</b>	<b>2.44</b>
<b>Total CITY OF MOOSE JAW (7182536222000)</b>			<b>20,510,012.68</b>	<b>54,246.59</b>		<b>20,510,012.68</b>	<b>20,510,012.68</b>	<b>0.00</b>	<b>0.00</b>	<b>441,219.09</b>	<b>2.15</b>

**SUMMARY in CAD<sup>1</sup>**

TOTAL - CITY OF MOOSE JAW - Investment Account (3708364710000)	9,047,884.98	6,911.76	9,100,103.37	9,100,103.37	(52,218.39)	(52,218.39)	164,608.28	1.82
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TOTAL - CITY OF MOOSE JAW - Investment Account (7182536222000)	20,510,012.68	54,246.59	20,510,012.68	20,510,012.68	0.00	0.00	441,219.09	2.15
<b>TOTAL - PORTFOLIO</b>	<b>29,557,897.66</b>	<b>61,158.35</b>	<b>29,610,116.05</b>	<b>29,610,116.05</b>	<b>(52,218.39)</b>	<b>(52,218.39)</b>	<b>605,827.37</b>	<b>2.05</b>

**Trades for Future Settlement**

Trade Date	Settlement Date	Transaction Type	Security Description	Quantity	Market Price	Market Value
30-Jun-2020	02-Jul-2020	Buy	RBC INVESTMENT SAVINGS	77072.58	10.00	(770725.80)

Yield on Cost cannot be calculated for discount instruments at this time. YOC values at the total level exclude discount Instruments.  
 Book Values are reported in account currency unless otherwise stated.

## GLOBAL INVESTMENT OUTLOOK - EXECUTIVE SUMMARY SUMMER 2020

*Eric Savoie, MBA, CFA, Associate Investment Strategist - RBC Global Asset Management Inc.*

*Daniel E. Chornous, CFA, Chief Investment Officer - RBC Global Asset Management Inc.*

*The COVID-19 shock altered the course of the global economy and ravaged financial markets, prompting policymakers to step in quickly and with scale. Unprecedented monetary and fiscal stimulus, combined with signs of an economic recovery as lockdowns eased, triggered a rapid rebound in risk assets.*

### Largest and most abrupt shock to growth in modern history

The easily transmitted virus spread rapidly around the globe, infecting more than 6 million people. Although deaths and illness are certainly a tragedy, the biggest impact to global economies came from government-imposed lockdowns that shuttered businesses and curtailed consumer activity. As a result, we have slashed our growth forecasts over the past quarter, and they are now mostly below-consensus. Our base case outlook for the U.S. is for a 7.1% decline in 2020 GDP, though we recognize a variety of scenarios are possible based on the depth and duration of the shutdowns and the speed of the subsequent recovery. Relative growth expectations between global regions vary based on the severity of lockdown measures in place, the sector makeup of their economies, and country-specific vulnerabilities such as older populations.

### Numerous risks as economies begin reopening and beyond

As countries ease lockdown measures, the most prominent risk is that the virus regains traction and forces economies into a second closure. In attempting to gauge which countries are most at risk of suffering a second wave of infections, we focus on variables such as the number of infections per capita, the rate of change in new cases, the strictness of the lockdowns and the degree to which they are being loosened. The pandemic's longer-term repercussions include elevated debt levels that could hinder growth and lifestyle changes that could lower productivity. Inflation could also emerge as a concern once economies eventually recover. While the virus has dominated our thinking, there are other risks that are worth keeping in mind. The U.S. election in November, an important Brexit deadline and the deterioration of U.S.-China relations could all serve as sources of volatility for economies and financial markets.

# Global Investment Outlook

City of Moose Jaw Moderate Term Portfolio

As at June 30, 2020

## Policymakers deliver record stimulus

Mandated lockdowns required governments to support workers who could not work and companies that were not allowed to operate. The fiscal stimulus provided has been massive and broad-based, spanning many countries and sectors, with provisions for households as well as businesses. In the U.S., the federal government delivered nearly US\$3 trillion in financial aid, almost double the US\$1.6 trillion doled out during the financial crisis of 2008-2009. The U.S. Federal Reserve also supplied substantial relief on the monetary side, slashing short-term interest rates by 150 basis points in early March, and expanding its balance sheet by trillions of dollars to ensure the proper functioning of financial markets. Together, the U.S. fiscal and monetary programs have so far amounted to more than 35% of GDP.

## U.S. dollar reverses gains from initial crisis-driven surge

The U.S. dollar ended a nine-year stretch of gains after the liquidity shortage experienced during the early days of the COVID-19 crisis led to what we believe was one final rally in the greenback's lengthy bull market. The dollar's subsequent weakness in late May and early June signaled that investors have begun to factor in its overvaluation as well as the country's fiscal and monetary excesses. Shorter-term considerations, such as lower U.S. interest rates and election uncertainty, may also be weighing on the currency. The euro and yen are likely to benefit most during this initial phase of the U.S.-dollar decline, while we expect the Canadian dollar and British pound to lag. In the months to come, the performance of individual emerging-market currencies will depend largely on the evolution of the pandemic.

## Sovereign-bond yields fall to record lows, held down by central banks

The U.S. 10-year Treasury yield fell to an all-time low of 31 basis points as investors sought safe havens and central banks ramped up bond buying. Government-bond yields are well below our modelled estimates of equilibrium indicating meaningful valuation risk in all major regions that we track. Over time, our models suggest that yields should ultimately rise from current levels, but large-scale quantitative-easing programs and highly accommodative central-bank policies will probably limit the extent to which that will happen in the near and intermediate terms. Nevertheless, the current low level of sovereign-bond yields is set to deliver unimpressive returns over our 1-year forecast horizon and possibly beyond. Corporate bonds offer higher yields and widening credit spreads caused by the crisis have boosted their return potential. We think exposure to credit, if properly managed, could serve as a useful avenue for enhancing portfolio yields.

## Stock crash sent global equities into a bear market, but the panic was short-lived

Major market indexes fell more than 30% in a matter of weeks in February and March as volatility surged. The crash lowered our global equity composite to its largest discount to fair value since 2012, and a number of technical indicators reached values consistent with durable market bottoms. But the window of opportunity for outsized gains was brief. The S&P 500 Index has already recovered two-thirds of its losses, led by growth stocks and companies with highly predictable earnings. As a result, U.S. large-cap equities are back above our modelled estimate of fair value, suggesting investors should moderate their return expectations going forward. That said, non-U.S. markets remain attractively priced.



# Global Investment Outlook

City of Moose Jaw Moderate Term Portfolio

As at June 30, 2020

Corporate profits are being severely impacted by the COVID-19 crisis, but we think our measure of normalized earnings provides a better guidepost for what earnings could be under normal conditions, and it's this measure that we use to determine fair value. The fact that investors are paying a high price for stocks today amid a recession may reflect confidence that a rebound in profits will accompany a recovery in the economy. Our scenario analysis suggests further upside for stocks is possible as long as investor confidence stays elevated, inflation and interest rates remain low, and earnings ultimately rebound to their long-term trend.

## Asset mix - resetting strategic neutral asset mix in favour of stocks

The pandemic has reinforced many trends that were already in place before the virus, such as our world being stuck in an indefinite period of slow economic growth, low interest rates and highly accommodative central-bank policies. Other factors held constant, sustained low real interest rates suggest a long period of below long-term average returns lies ahead for the traditional asset classes. Our view that stocks will provide superior returns, that results for sovereign bonds will be unappealing for an extended period and that sovereign bonds will not provide the income or risk-diversifying properties of the past 40 years have led us to adjust the strategic neutral weights in our multi-asset and balanced portfolios. Effective June 1, 2020, we shifted the strategic asset mix for our reference portfolio for global balanced investors from 55% equities, 43% fixed income, 2% cash to 60% equities, 38% bonds, 2% cash. Managing our tactical exposures around these new neutrals, we are maintaining a modest overweight allocation to stocks given our view that stocks will outperform bonds over the longer term, but we have narrowed the degree of overweight given our modest return assumptions for equities and our below-consensus growth forecast. For a balanced, global investor, we currently recommend an asset mix of 61% equities (strategic neutral position: 60%) and 38% fixed income (strategic neutral position: 38%), with the balance in cash.

# Statement of Terms

City of Moose Jaw Moderate Term Portfolio

As at June 30, 2020

## Legal Disclaimers

The portfolio summary ("the Portfolio Report") is prepared by your Investment Advisor/Portfolio Manager who is an employee of RBC DS and is prepared from information received from sources we believe to be reliable. It is not an official statement of your positions at RBC Dominion Securities Inc. ("RBC DS").

This Portfolio Report has been prepared at the direction of and solely for the general guidance and benefit of the owners of the accounts included in the portfolio. It should be noted that a Portfolio Report can be created at anytime whereas your monthly statement is created at the last day of the month. Some of the positions shown in this statement may be held at other financial institutions where they are not covered by the Canadian Investor Protection Fund. Information regarding positions that are not held at RBC DS has been provided by the owner of an account included in the portfolio. These positions are included in the Portfolio Report at the request of the owner(s) of one or more of the accounts comprising the Portfolio Report for the purposes of providing as complete a view as possible of the portfolio. Neither RBC DS nor its employees can guarantee the accuracy or completeness of information relating to positions held at entities other than RBC DS, including quantities of securities held, market value and book-cost.

Please consult the monthly statements you receive from RBC DS or from other entities where the positions are held to determine which positions are eligible for protection by the Canadian Investor Protection Fund, including information as to which positions are held in segregation.

If there are any discrepancies between the transactions or positions shown on the monthly statements you receive from RBC DS and those shown in this Portfolio Report as being transacted or held at RBC DS please report them to your RBC DS Investment Advisor or Portfolio Manager. If there are any discrepancies between the transactions or positions shown on the monthly statements you receive from other entities where the positions are held please report them to such other entity.

The securities accounts comprising the portfolio are listed below. Please review this list of accounts carefully to understand what assets are included and what assets are not included in the Portfolio Report. Contact your Investment Advisor/Portfolio Manager if you are uncertain as to the beneficial ownership of any accounts included in this Portfolio Report.

Each beneficial owner of an account included in the Portfolio Report must have provided consent to their RBC DS Investment Advisor/Portfolio Manager to include information about their account(s) in this Portfolio Report as this information will be shared with all parties whose accounts or assets have been included in the Portfolio Report. If you are the beneficial owner of an account(s) included in this Portfolio Report and you wish to have your accounts removed from the Portfolio Report please advise your Investment Advisor/Portfolio Manager.

Clients should consult their Investment Advisor/Portfolio Manager when planning to purchase or sell securities or otherwise rebalance securities holdings as a result of the information provided in this Portfolio Report. This will ensure that their own circumstances, including their own individual investment objectives and risk tolerances, have been considered properly and that action is taken on the latest available information. Interest rates, market conditions market prices, tax rules, security classifications and other investment factors are subject to change.

For more information on the terms, conditions and a glossary of terms used in the Portfolio Report, please contact your Investment Advisor/Portfolio Manager.

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## General Disclaimers

- Generated on July 9, 2020
- This portfolio is composed of the following accounts, your discretionary accounts are bolded:  
**CITY OF MOOSE JAW - 3708364710000**  
 CITY OF MOOSE JAW - 7182536222000
- For position not held in CAD, all values were converted using the following exchange rates:  
 CAD converted to USD at CAD\$1 - USD\$0.73635  
 USD converted to CAD at USD\$1 - CAD\$1.35805

- Accrued income is included in market values except when accrued income is displayed in a separate column.
- Book Values are reported in account currency unless otherwise stated.
- Performance calculations are based on trade-date valuations. Hence, market values and net contribution amounts displayed on performance related sections may vary slightly from other report sections if portfolio has unsettled transactions at time of valuation. This applies to the following sections: Market Value History, Overview of Your Portfolio, Portfolio Summary.
- Month end market values may differ from the Custody Statement as this reporting captures back dated transactions.
- Rate of Return (ROR) is a measure of performance of your portfolio, expressed as a percentage of the value of original investments. ROR are only calculated from November 30, 2002 onwards. The ROR and Investment Return are calculated net of any charges deducted from this portfolio. If you have selected a charge account to cover fees outside of this portfolio, performance will be impacted. For household portfolios a daily averaged priced exchange rate has been used to convert portfolios from their base currency to the reporting currency of the household portfolio. Any return greater than 12 months is annualized. Money Weighted ROR (MWRR) and Time-Weighted ROR (TWRR) are two different methods, used by RBC Wealth Management to calculate ROR.
- Time-Weighted Rate of Return (TWRR) is the financial industry and RBC Wealth Management standard method to measure performance. The method most commonly used to calculate the performance of financial market indices and mutual funds as it eliminates the distorting effects on growth rates created by capital movements. The TWRR breaks up the return on an investment portfolio into separate intervals based on whether capital was added or withdrawn. The returns are geometrically linked where required. A portfolio must remain invested (i.e. hold cash and/or investments) in order to calculate TWRR. During periods where the portfolio value is zero or less, a null value (-) is displayed. When a portfolio is re-funded (injected with new cash and/or investments), the original "Performance Inception" date will change to the start of the new, funded period. This applies to the following sections: Market Value History, Overview of Your Portfolio, Portfolio Summary
- Money-Weighted Rate of Return (MWRR) calculation takes into account the cumulative realized and unrealized capital gains and losses of investments, plus income from the investments, and the impact of the amount and timing of deposits and withdrawals of any money or securities over the specified period, annualized for periods greater than 12 months and is therefore appropriate for comparison to your return objective. It is also sometimes referred to as Internal Rate of Return (IRR). This applies to the following sections: Market Value History, Overview of Your Portfolio, Portfolio Summary

## Section Specific Disclaimers

### Portfolio Valuation

- Yield % indicates yield to maturity based on current market value for debt products. In general, CDN and US Bonds and Debentures indicate semi-annual yield. All other debt products indicate annual yield. Equity Products indicate current yield.
- Distribution information may not be available for certain mutual funds.
- Distributions may vary widely from year to year.

### Asset Allocation

- The Mutual Fund allocations presented in the Asset Allocation report may not match the allocations in the corresponding Portfolio Valuation report.
- Mutual Fund asset allocation breakdown is not available for one or more of the mutual fund holdings in the reported portfolio.

## CITY OF MOOSE JAW ANSWER TO ENQUIRY

**DATE:** August 26, 2020

**File No. 400-3**

**TO:** City Council

**FROM:** Department of Financial Services

**SUBJECT:** Answer to Enquiry #9 of 2020 – Enquiry #13 of 2019 Update

At the regular meeting of City Council held on August 10, 2020, Councillor Swanson submitted the following written enquiry:

*“For an update of 2019 Enquiry #13, what were actual 2019 revenues from municipal property tax (including GIL), water and sewer billings and solid waste/recycling collection?”*



City of Moose Jaw  
Municipal Property Tax, Utility Billings, Solid Waste/Recycling Collection

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	2013	2014	2015	2016	2017	2018	2019
Municipal Taxation (incl GIL)	20,572,697	22,317,407	24,108,203	24,743,917	26,440,451	27,946,301	29,395,403
Water Billing Charges	6,578,169	6,935,408	7,796,611	8,383,191	9,354,546	10,450,973	11,088,051
Sewer Billing Charges	5,349,793	5,690,114	6,331,478	6,835,159	7,236,958	7,572,012	7,702,529
Waste Collection Charges	-	-	-	-	226,399	1,142,059	1,246,543
Recycling Collection Charges	-	-	225,185	900,161	929,944	967,357	968,142

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### **Report Approval**

Written by: Brian Acker, B.Comm., CPA, CMA; Director of Financial Services

Reviewed by: Tracy Wittke, Assistant City Clerk

Approved by: Jim Puffalt, City Manager

Approved by: Fraser Tolmie, Mayor

**Report Approval Details**

Document Title:	Enquiry 9 of 2020 - CC-2020-0212.docx
Attachments:	
Final Approval Date:	Sep 1, 2020

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Jim Puffalt

**No Signature - Task assigned to Fraser Tolmie was completed by assistant  
Caroline Dreger**

Fraser Tolmie