

1. Agenda

Documents:

[AGENDA - AUGUST 10, 2020.PDF](#)

2. Executive Summary

Documents:

[AGENDA - FEBRUARY 10, 2020_ES.PDF](#)

AGENDA



REGULAR MEETING AGENDA

Council of the City of Lacombe
Monday, August 10, 2020 at 5:00 p.m.
in Council Chambers

Time	Agenda Item	Representative
5:00	1. CALL TO ORDER	
	2. ADOPTION OF AGENDA	
	2.1 Additions	
	2.2 Deletions	
	2.3 Reordering	
	3. PRESENTATIONS	
5:00	3.1 N/A	x
	4. PUBLIC HEARINGS	
	4.1 N/A	
	5. REQUESTS FOR DECISION	
	5.1 RFP Results – Service Level Review	<i>Dir Piché</i>
	5.2 Budget Survey Feedback	<i>Sr Mgr Reyes</i>
	5.3 Calvary Evangelical Free Church Request	<i>Sr Mgr Reyes</i>
	5.4 Community Economic Development (CED) Bylaw	<i>Dir Juch</i>
	5.5 Art Development Policy	<i>Dir Juch</i>
	5.6 Airport Lease Agreement – Schedule B Amendment	<i>Dir Juch</i>
	5.7 Sanitary Sewer System Inflow and Infiltration Reduction Plan	<i>Dir Thompson</i>
	5.8 Patio Policy	<i>Dir Thompson</i>
	5.9 2020 Downtown Sidewalk Replacement Contract Award	<i>Dir Thompson</i>
	5.10 Council Committee Appointments	<i>CAO</i>
	6. INFORMATION	
	6.1 Administrative Reports	
	6.1.a Chief Administrative Officer Report	
	6.2 Council Mailbox	
	6.2.a Relief for Wastewater Usage	
	6.2.b EMS Dispatch Consolidation Municipal Notification August 4 2020	

6.2.c	Impacts of Assessment Model Changes – Lacombe County Letter	
6.3	Commission, Board, Committee Reports and Minutes	
6.3.a	Art Collection 10 Year Plan – 2020	Jacobson
6.3.b	Art Collection Committee Minutes – June 24, 2020	Jacobson
6.3.c	Municipal Planning Commission Minutes – June 17, 2020	Creasey
6.3.d	Municipal Planning Commission Minutes – July 8, 2020	Creasey
6.4	Councillor Reports	
6.4.a	Mayor Creasey	
6.4.b	Councillor Gullekson	
6.4.c	Councillor Ross	
6.4.d	Councillor Hoekstra	
6.4.e	Councillor Jacobson	
6.4.f	Councillor Hibbs	
6.4.g	Councillor Konnik	
7. ADOPTION OF MINUTES		
7.1	July 13, 2020 Regular Council Meeting Minutes	
8. NOTICES OF MOTION		
8.1	<u>Councillor Gullekson:</u> “THAT Council direct Administration to prepare information regarding the costs of an electronic sign similar to that included in Council’s mailbox on July 13, 2020, for consideration during the 2021 budget process.”	
9. IN CAMERA		
9.1	Legal (FOIP Section 16)	Dir Piché
9.2	Legal (FOIP Section 16)	Dir Thompson
9.3	Labour (FOIP Section 17)	CAO Goudy
9.4	Monthly Update (FOIP Sections 24, 16)	CAO Goudy
10. ADJOURNMENT		

Next Meetings:

- Monday, August 17, 2020
 - o Council Committee Meeting: 5:00 p.m., Council Chambers
- Monday, August 31, 2020
 - o Council Committee Meeting: 6:00 p.m., Council Chambers
- Monday, September 14, 2020
 - o Regular Council Meeting: 5:00 p.m., Council Chambers

REQUEST FOR COUNCIL DECISION



SUBJECT: Request for Proposal – Service Level Review
PREPARED BY: Diane Piché, Director of Corporate Services
PRESENTED BY: Diane Piché, Director of Corporate Services
DATE: August 10, 2020

FILE: 12/661

PURPOSE:

To seek Council approval for the award of the Service Level Review, to be completed for the City of Lacombe.

RECOMMENDED MOTION(S):

1. THAT Council approves the recommendation to award MNP as the contractor to perform the Service Level Review to a maximum value of \$79,500.

RELATED PRIOR MOTION(S):

1. N/A

EXECUTIVE SUMMARY:

The service level review has been initiated by posting a request for proposal, which closed on June 26, 2020. Five submissions were received, and Administration recommends MNP as the successful proponent. The budget for the service level review is \$80,000 and MNP proposed a solution for \$79,500. Administration feels that MNP is a good fit for the following reasons:

- There is a local connection as MNP has an office located in the City of Lacombe.
- MNP has created a review process customized for the City of Lacombe as it ties into Council's Strategic Plan.
- MNP is taking an approach that provides a high-level review of the entire organization and then a detailed focus on specific departments whose services may require more attention to determine effectiveness and process improvements.

ANALYSIS:

In 2018 when Council first developed their Strategic Plan, one of the high priority goals identified is to review service levels for programs and services that the City provides. The purpose of the review is to ensure that the City of Lacombe offers the necessary services and programs at levels that best suits the community needs. The budgeted 2020 for the service level review is \$59,000 with an added carry-over of \$21,000 from 2019 to a total budget of \$80,000.

REQUEST FOR COUNCIL DECISION



A request for proposal (RFP) was developed and posted on the Alberta Purchasing Connection and the City's website. Within the RFP, the scope of work was highlighted to provide guidance and expectations for the proponents as to what the City is looking to accomplish for this review. The following is the Scope of Work that is planned to be accomplished:

Evaluate Existing Service Levels

- *Evaluate existing service levels to determine current status.*
- *Use citizen satisfaction survey inputs to assist with establishing external service level standards.*
- *Review corporate plans and reports to identify existing service levels expectations.*
- *Report any changes of legislative requirements.*
- *Perform an environmental scan of the key external forces that may potentially impact the City of Lacombe service levels in the next five years.*
- *Define a clear separation between a current level of service and a targeted level of service.*
- *Develop strategies with the City to improve, maintain or relax levels of service based on findings.*

Current Service Level Resourcing

- *Work with staff, managers, and the Corporate Leadership Team to understand current service levels.*
- *Determine key performance indicators for each department to measure how to meet success.*
- *Quantify any recommended changes to resource levels to balance achievement of desired service levels with overall fiscal capacity.*

Asset Management Strategy

- *Define customer levels of service and technical levels of service within the asset groups as per the City of Lacombe's Asset Management Policy and Strategy*
- *Definition of roles and responsibilities for asset management. The City will need to identify resource needs for short-term and longer-term implementation of asset management as well as training needs.*

Identify Service Level Gaps

- *Identify gaps in existing service levels.*
- *Ensure that legislative and industry standards are being met.*
- *Identify any risks that could arise from inefficiencies or gaps.*
- *Review and synthesize information into forward thinking discussion points aimed at achieving desired outcomes supporting defined services.*

Determine Efficiency Opportunities

- *Create profiles of each public facing service to ensure that public and staff have a set of standards that meet common expectations.*
- *Demonstrate clear linkages to strategic plan, business plans, policies, budget, and day-to-day operations.*

REQUEST FOR COUNCIL DECISION



- *Recommend a process to manage numerous external boards, committees, and commissions to optimize Council and Administration's time.*

Resource Standards - Moving Forward

- *Deliver a report that identifies services, defines service level standards, and measures results via performance indicators.*
- *Compile and introduce a corporate service level manual.*
- *Service level continuous improvement strategy.*

When the RFP closed on June 26, 2020, the City received five submissions. The companies that responded were Tantus Solutions Group Inc., Transitional Solutions Inc., MNP LLP, AECOM, and Deloitte.

The following evaluation criteria were outlined in the RFP:

- | | |
|--|-----|
| a) Review Methodology and Program | 40% |
| b) Previous experience with similar projects | 20% |
| c) References | 10% |
| d) Cost | 30% |

The Corporate Leadership Team members were provided a matrix to evaluate all the submissions based on the evaluation criteria. When each member completed their scoring, the matrix provided a ranking of each submission from first to the last choice. Those rankings were averaged out to determine the overall selection. Below is the table of how each proponent was ranked from first to fifth. The lowest score is the recommended choice.

	Deloitte	Transitional Solutions Inc.	MNP	Tantus	AECOM
Staff 1	4	5	2	3	1
Staff 2	5	3	2	3	1
Staff 3	1	4	2	5	3
Staff 4	2	4	1	5	3
Staff 5	2	5	3	4	1
Staff 6	1	5	1	4	3
Total	15	26	11	24	12
Average Ranking	2.50	4.33	1.83	4.00	2.00

REQUEST FOR COUNCIL DECISION



All five of the RFP submissions were very capable of providing a service level review however the details of each company's methodology determined which was the best fit for the City.

MNP's submission provided a large national company's expertise yet had a local component as they included their Lacombe office within their proposal. Having that local office participation will provide some insight and local expertise for the rest of their team that no other proponent could provide.

MNP's methodology is a four-phase approach.

Phase 1 starts with project initiation and planning. It will involve clarifying the goals and objectives, stakeholder meetings, and information gathering. They will discuss their process with the City staff and begin to develop service profiles for each department. City staff will be trained on how to complete the profiles for their departments so MNP can garner as much information as possible.

Phase 2 involves a high-level review of the organization. This phase is a large portion of the review and will determine where Phase 3 will focus. This will include a review of the service inventory, financial information, organizational structure, and service delivery models. MNP will review the citizen satisfaction survey to determine public expectations, research other municipalities to determine any benchmark comparisons, and will gather more information from staff to determine the effectiveness and efficiencies of service. They will provide a preliminary report of their initial findings at a high-level review. From the findings in this phase, together with the Corporate Leadership Team (CLT), three areas in the organization will be determined for a detailed High Impact Focus Review in Phase 3.

Phase 3 is to perform an in-depth analysis of the chosen High Impact Focus areas from Phase 2 and identify improvements in the systems, people, and processes to support efficient and effective service delivery. MNP will gather more detailed information about each area being reviewed, will conduct interviews with staff to obtain specific information, and will compile a report with preliminary recommendations for each Focus Area. Following the report, a workshop will be conducted with the CLT and Focus Area staff to discuss any impact analysis and implementation considerations and evaluate any preliminary recommendations and to receive feedback.

Phase 4 is to provide a final report that includes proposed improvements and provides recommendations and implementation considerations based on the analysis as well as a road map for each Focus Area.

REQUEST FOR COUNCIL DECISION



STRATEGIC PLAN ALIGNMENT:

Moving forward with a service level review aligns **favourably** with the strategic goal 4.1.4(b) *“Review and set service levels for program and services that the City provides”*.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

N/A

ALTERNATIVE MOTION(S):

1. THAT Council approves the recommendation to award MNP as the contractor to perform the Service Level Review to a maximum value of \$79,500.
2. THAT Council does not approve the recommendation and directs Administration as how they wish to proceed.

ATTACHMENTS:

Request for Proposal

Recommended submission – added to in camera secured section



Service Level Review: Request for Proposal

Closing Location:
City Hall 5432 - 56 Ave.
Lacombe, Alberta
T4L 1E9

Closing Date and Time:
June 26, 2020
2:00 PM, Mountain Standard Time

Contact Person:
Diane Piché, Director of Corporate Services
Direct Line: (403)782-1274
Fax: (403)782-5655
dpiche@lacombe.ca

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A. Municipality Information:

The City of Lacombe is a vibrant, fast-growing community of 14,000 residents that welcomes innovation and enterprise while honouring its architectural and historical heritage. The City offers a rich natural environment of lakes and green spaces, along with a range of lifestyle amenities and recreational opportunities. Lacombe offers modern and mature subdivisions, many school choices, Burman University, a hospital, its own police force, a municipal airport and recreation facilities. The high quality of life in this historic community makes it an ideal location to live, work, learn and invest in.

B. Project Overview:

The City of Lacombe invites the submission of proposals from professional consulting firms or contractors with the capability and expertise to complete a comprehensive Service Level Review of the City of Lacombe's identified services. The City's primary goals with this project are to:

- Identify and document existing services the City provides including to external boards, commissions and agencies;
- Identify and document the levels of service currently in place for the provision of the existing services;
- Identify and analyse current gaps and redundancies in existing service levels;
- Provide industry trends for services provided by the City of Lacombe;
- Make recommendations based on the analysis and forecasted changes including opportunities for efficiency improvement, consistent service delivery, staffing capacity and sustainable continuous improvement.
- Develop a reporting framework for key performance indicators (KPI);
- Provide a staffing plan to accommodate any recommended changes.

Once the Service Level Review is complete, the City of Lacombe will strive to deliver a level of service that meet the expectations of the citizens, businesses and stakeholders, comply with all legislated requirements, while being fiscally responsible and innovative during the delivery.

Proponents are directed to the section titled Scope of Work for more information on the project scope.

C. Background:

The City of Lacombe is multi departmental organization that includes local government administration, protective services, infrastructure and utilities and recreation and culture. The areas for the Service Level Review include the following:

- **Corporate Services**
 - Administration
 - Finance
 - Computer and Information Technology Services
 - Records Management
- **Protective Services**
 - Police Services
 - Bylaw Enforcement Services
 - Emergency Management
- **Operations and Planning Services**
 - Planning and Development Services
 - Utilities (Water, Wastewater, Solid Waste)
 - Roads and Fleet Services
 - Engineering and Asset Management
 - Safety Management
- **Recreation and Culture Services**
 - Marketing and Communication
 - Community Economic Development
 - Arena
 - Aquatics
 - Facilities Services
 - Parks

There are approximately 130 full time staff members to manage all of the operations of the City. In the summer season the staff compliment expands to approximately 160 employees.

The City of Lacombe assists with the administration and facilitation of many external [boards, committee and commissions](#). The boards, committees and commissions meet independently, are all very active and occupy a portion of Council and Administration's activities.

The City of Lacombe will provide all documents that the selected proponent requires to complete the review. Some of the information that may of interest to all proponents during the RFP process, currently on the City's website, is Council's [Strategic Plan](#), the [Citizen Satisfaction Survey results](#), [Policies](#), [Bylaws](#), [Plans and Studies](#), [Asset Management Strategy](#) and master plans for [recreation](#), [transportation](#), and [cemetery](#).

D. Request for Proposal Submission:

Proponents are required to submit one (1) signed copy and all applicable attachments, forms and additional information submitted to the following:

Service Level Review RFP

Attention:

Diane Piché, Director of Corporate Services

5432-56 Avenue
Lacombe, AB
T4L 1E9

Proposals can be submitted through the following mediums: Mail (to the address above) or Email to dpiche@lacombe.ca

Delays caused by any delivery service (including Canada Post, courier or email server) shall not be grounds for an extension of the deadline, and submissions that arrive after the deadline will not be accepted. The time on the City's servers shall be the official time for e-mail submissions.

The City reserves the right to waive formalities, reject any or all responses, or accept the proposal deemed most favourable to the City. The lowest or any responses may not necessarily be accepted. Variations from these specifications that do not (in the opinion of The City of Lacombe), adversely affect the performance of the system will not necessarily result in disqualification.

The Proponent who is able to provide a proposal most favourable to the City meeting all required criteria as outlined in this Request for Proposal document will be scored highest.

All contractual arrangements (including invoicing, scheduling, and contract management) will be between the City of Lacombe and the Proponent.

Responses must include all documentation requested in this Request for Proposal.

City of Lacombe requirements:

- a) Select a successful Proponent;
- b) Provide the Proponent with any pertinent or requested information, including a copy of the City's Health and Safety manual for review, acceptance and compliance;
- c) The City may request to review the Proponent's Health & Safety manual, policies and practices for acceptance and approval.

E. Request for Proposal Definitions:

1. 'APC' means the electronic tendering service maintained by the Government of Alberta (Alberta Purchasing Connection) at <http://www.purchasingconnection.ca>, or any replacement website.
2. 'City' means the City of Lacombe, as represented by the Chief Administrative Officer, or their Designated representative;

3. 'City Representative' means the Director of Corporate Services: Diane Piché, 403-782-1274, dpiche@lacombe.ca
4. 'Consulting Firm, Contractor, Respondent and Proponent' means an individual or a company that submits, or intends to submit, a Response to the RFP. These terms are used interchangeably through the RFP document;
5. 'Designated Representative' means the CAO or the Director of Corporate Services for the City of Lacombe;
6. 'Contract' means a written contract executed by the City of Lacombe and the Proponent as a result of the Request for Proposal;
7. 'FOIP' means the Freedom of Information and Protection of Privacy Act;
8. 'Mandatory' means a requirement that must be met in order for a Response to receive consideration;
9. 'Proposal or Response' means a statement of qualifications, price, and proposed work submitted in reply to this Request for Proposal;
10. 'Province' means Her Majesty the Queen in Right of the Province of Alberta and includes any Ministries under the Province;
11. 'RFP' means Request for Proposal;
12. 'Website' means the City's website www.lacombe.ca

F. Additional RFP Submission Information

a) Bid Withdrawal

- A Respondent may withdraw its submission at any time prior to the Submission Closing Time and Date by delivering a written notice of withdrawal to the RFP contact. The withdrawal will be in effect as of the time the notice is received by the contact person.

b) Inquiries

- All inquiries related to this Request for Proposal are to be directed, in writing, to the contact person at the email address on the front cover of this RFP. Information obtained from any other source is not official and should not be relied upon. Inquiries and answers will be recorded and may be distributed to all Respondents at the City's option.

c) Closing Date

- One complete hard copy must be received before 2:00 PM, Mountain Standard Time, on **June 26, 2020** at the address on the front cover of this RFP. Responses may be sent by email or by mail. Responses shall be clearly marked with the name and address of the respondent and titled "Service Level Review: Request for Proposal". Email submissions shall be deemed

received only once they have been received by the City of Lacombe mail server. Respondents submitting RFP's are responsible for getting confirmation that their response has been received.

d) Late Responses

- Responses will be marked with their receipt time at the closing location by City staff. Only complete Responses received and marked before closing time will be considered to have been received on time. Hard-copies of late Responses will not be considered or evaluated and will be returned to the Respondent. Electronic Responses that are received late will be marked late and will not be considered or evaluated.
- In the event of a Late Response dispute, the RFP receipt time that is recorded at the closing location will prevail whether accurate or not.

e) Signed Responses

- The Response must include the initial RFP, all Appendixes and be signed by a person authorized to sign, on behalf of the Respondent and to bind the Respondent to statements made in the Response to this RFP.
- If the Response is submitted electronically, the Response must be submitted by a person authorized to submit the Response and the Respondent must confirm with the contact person listed on the cover of this RFP that the submission has been received.

f) Modification of Terms

- The City reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without issuing an RFP and the right to cancel the RFP at any time without entering into a Contract. If any modifications to the terms are made, an Addendum will be issued by the City. No other correspondence, whether written or verbal, shall modify the terms or conditions set forth herein.

g) Reservation of Rights:

- This Request for Proposal does not guarantee that Respondents will be offered a service agreement, and the City reserves the right to cancel, delay or suspend the solicitation if the City considers it to be in its best interest. The City is not liable for any loss or expense caused by, or resulting from the cancellation or rejection of a solicitation, bid, or award. The City of Lacombe further reserves the right to:
 - a. Amend the Request for Proposal;
 - b. Allow revision of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers;

- c. Extend the deadline for submitted proposals; and waive minor irregularities, informalities, or failure to conform to the Request for Proposal;
- d. Investigate the references in the past performances of any Applicant with respect to successful performance of similar services within this Request for Proposal;
- e. The City reserves the right to waive formalities, reject any or all responses, or accept the response deemed most favourable to the City and the public interest;
- f. Negotiate contractual terms or conditions with proposing vendors;
- g. The terms and conditions of the final agreement will be approved by the City.

h) Public Records, Trade Secret and Confidential Materials:

- All documents and records, including Responses, submitted to the City become the property of the City and are governed by the access and privacy provisions of the Freedom of Information and Protection of Privacy Act. The records will not be returned after the selection process is completed.
- While the Freedom of Information and Protection of Privacy Act allows persons a right of access to records in the custody or under the control of the City, the Act also prohibits the City from disclosing information that would significantly harm business interests or would be an unreasonable invasion of the personal privacy of a third party.
- If the City receives a request under the Freedom of Information and Protection of Privacy Act for access to records or information in the bidder's submission, the bidder will be given a notice allowing it to consent to disclosure, or to explain why the disclosure would significantly harm the bidder's business interests or would be an unreasonable invasion of personal privacy. The person requesting access will bear any costs incurred in responding to this notice.
- Specific records or specific portions of records submitted by a bidder that are identified as confidential will be treated by the City as having been supplied in confidence and will not be released unless required by law.
- As part of an open bidding process, the City will not consider the total overall cost submitted by the Respondent to be proprietary or supplied in confidence.

i) Confidentiality of Information

- Information pertaining to the City obtained by the Respondent as a result of participation in this RFP and any subsequent RFP is confidential and must not be disclosed without written authorization from the City.

G. Minimum Proponent Requirements and Qualifications:

- Review and understand the requirements outlined in this RFP;
- Proof of Insurance;
- Provide the City with proof of experience and a minimum of three (3) references where service level reviews have been completed with a similar scope in comparably sized municipalities;
- Respondents are recommended to have a safety management system in place similar or equivalent to the Province of Alberta COR or SECOR certifications (Certificate of Recognition (COR) or Small Employer Certificate of Recognition (SECOR));
- Provide proof of WCB (Workers Compensation Board) account, all accounts are in good standing;
- The Proponent shall provide proof that they have the capacity to supply the necessary equipment and labour required for the Service Level Review;
- Comply with all applicable Codes and Standards for the Province of Alberta, OH&S and City of Lacombe Bylaws, and Policies;
- Provide a list of subcontractors which the contractor will utilize in the performance of scope described in this RFP.

H. Certificate of Recognition (“COR or SECOR”)

A certificate of recognition is awarded to employers who develop health and safety programs that meet established standards. It is the City’s preference that the selected proponent has a valid COR, SECOR or equivalent safety management system in place;

The Proponent shall attend coordination meetings with City staff as required by the City to ensure that safe work practices and OH&S regulations are followed by the Contract both prior to start-up and during the term of the Contract. The Proponent shall attend City safety meetings as requested.

I. Proponent Liability Policies

Comprehensive commercial general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000) dollars and shall include the City as an additional

insured with respect to the successful Proponent's operations, acts and omissions relating to its obligations under this Agreement;

Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement;

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require;

The Proponent shall not commence work until satisfactory evidence of insurance has been filed with and approved by the City. The Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract;

The Proponent shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.

J. Proponent Personnel Requirements:

The Proponent shall retain sufficient personnel and equipment to fulfil the requirements and specifications of the services described in this RFP. The Proponent will provide a Service Level Review Project Manager to oversee the entire project.

Personnel be trained in program operations, customer service and ensure that all personnel maintain a positive attitude with the public and shall:

- Conduct themselves at all times in a courteous manner and use no abusive or foul language;
- Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Provincial, Federal, and local governance;
- Be clean and presentable in appearance, as reasonable;
- Drive in a safe and considerate manner;
- Not perform their duties or operate vehicles while consuming alcohol, cannabis or illegally using controlled substances or while under the influence of such substances.

K. Scope of Work:

The Proponent shall propose a detailed scope of work within their response to this RFP. The following list is intended to give Proponents a general understanding of what the City is seeking from the Service Level Review:

Evaluate Existing Service Levels

- Evaluate existing service levels to determine current status.
- Use citizen satisfaction survey inputs to assist with establishing external service level standards.
- Review corporate plans and reports to identify existing service levels expectations.
- Report any changes of legislative requirements.
- Perform an environmental scan of the key external forces that may potentially impact the City of Lacombe service levels in the next five years.
- Define a clear separation between a current level of service and a targeted level of service.
- Develop strategies with the City to improve, maintain or relax levels of service based on findings.

Current Service Level Resourcing

- Work with staff, managers, and the Corporate Leadership Team to understand current service levels.
- Determine key performance indicators for each department to measure how to meet success.
- Quantify any recommended changes to resource levels to balance achievement of desired service levels with overall fiscal capacity.

Asset Management Strategy

- Define customer levels of service and technical levels of service within the asset groups as per the City of Lacombe's Asset Management Policy and Strategy
- Definition of roles and responsibilities for asset management. The City will need to identify resource needs for short-term and longer-term implementation of asset management as well as training needs.

Identify Service Level Gaps

- Identify gaps in existing service levels.
- Ensure that legislative and industry standards are being met.
- Identify any risks that could arise from inefficiencies or gaps.
- Review and synthesize information into forward thinking discussion points aimed at achieving desired outcomes supporting defined services.

Determine Efficiency Opportunities

- Create profiles of each public facing service to ensure that public and staff have a set of standards that meet common expectations.
- Demonstrate clear linkages to strategic plan, business plans, policies, budget and day-to-day operations.

- Recommend a process to manage numerous external boards, committees and commissions to optimize Council and Administration’s time.

Resource Standards - Moving Forward

- Deliver a report that identifies services, defines service level standards, and measures results via performance indicators.
- Compile and introduce a corporate service level manual.
- Service level continuous improvement strategy.

L. Service Level Review Methodology & Schedule:

The Proponent will submit their methodology and schedule to complete the Service Level Review. Below is an example of target milestones:

- RFP Award;
- Methodology and schedule review with Successful Proponent;
- Data gathering;
- Field work;
- Draft and final review of document;
- Deliver service level reports that identifies the scope of work as outlined.

M. Evaluation Criteria:

Each proposal received will be evaluated on the basis listed below. By submitting a proposal, each respondent acknowledges and agrees to waive any right to contest through legal proceedings;

1. The mandatory evaluation criteria will include the following:
 - a) Complete Request for Proposal shall include:
 - Proponent Introduction, background information;
 - Completed Appendix ‘A’;
 - Inclusion of the requirements listed in Sections D, G, H, I, J, K, & L.
2. The discretionary evaluation criteria will include the following:

a)	Review Methodology and Program	40%
b)	Previous experience with similar projects	20%
	(URLs/hyperlinks to publicly available reports completed by the proponent are preferred)	
c)	References	10%
d)	Cost	30%

Proposals will be evaluated on a sliding scale, with the lowest cost receiving full credit, and then subsequent proposals that are a higher cost would receive a score based on a percentage using the lowest score as a baseline.

Appendix 'A'

Respondent Information and References

1. Respondent Authorization:

Business Name: _____

Address: _____

Name: _____

Phone: _____

Email: _____

2. Project Manager:

Name: _____

Phone: _____

Email: _____

3. Documentation attached to the RFP showing the following:

- | | |
|--|----------|
| a) Certificate of Insurance | Yes / No |
| b) Three references (URLs/hyperlinks to publicly available reports completed by the proponent are preferred) | Yes / No |
| c) COR or SECOR Certified | Yes / No |
| d) WCB Account | Yes / No |
| e) List of subcontractors | Yes / No |

References

The Proponent shall provide a minimum of three (3) references where a service review was provided by the Proponent with similar services to those being requested by the City of Lacombe.

The City reserves the right, in its absolute sole discretion, to contact one or more of the named contact persons to receive reference information for evaluation purposes.

The City may also contact other representatives of the same company or organization for whom the work was performed by the Proponent. The City may contact representatives in municipalities that are not listed as references where the Proponent has held contracts. Where applicable, the City will also consider the prior record of the Proponent as a contractor to the City when evaluating reference information.

Reference 1.

Municipality:

Address:

Phone Number:

Contact Person(s):

Project Description:

Reference 2.

Municipality:

Address:

Phone Number:

Contact Person(s):

Project Description:

Reference 3.

Municipality:

Address:

Phone Number:

Contact Person(s):

Project Description:

Appendix 'A' - Authorized by:

Name: _____

Please print

Signature: _____

REQUEST FOR COUNCIL DECISION



SUBJECT: 2021 Pre-budget Survey Results
PREPARED BY: Mauricio Reyes, Senior Manager of Financial Services
PRESENTED BY: Mauricio Reyes, Senior Manager of Financial Services
DATE: August 10, 2020

FILE: 13/931

PURPOSE:

To present the 2021 Pre-budget Survey results for information to Council.

RECOMMENDED MOTION(S):

1. THAT Council accepts this report as information.

RELATED PRIOR MOTION(S):

1. N/A

EXECUTIVE SUMMARY:

As part of the 2020 Budget preparation, Administration released a budget survey to gauge how the community felt about the value of their tax dollars and ways to help pay for increasing costs.

The results are presented for Council's information, as budget deliberations begin on August 17, 2020.

ANALYSIS:

The 2021 Pre-budget survey run from June 29 to July 20 and was available online to all City residents. In addition, paper copies available at City Hall and at the Farmers Market during the same period for citizens to engage in budget talk with Council.

The survey consisted of 10 simple questions (compared to 9 in prior years) with the majority being multiple choice and one being open for the participant to share comments. To encourage participation, the survey kept short and was intended to take less than 5 minutes.

The survey produced 79 responses (down from 112 received in 2019). The completion rate was 91% (2019 - 71%). Typical time spent answering questions was 2 minutes (2019 - 5m:30s).

REQUEST FOR COUNCIL DECISION



Satisfaction Levels for Municipal Services

The questionnaire started by asking participants to rate their level of satisfaction with the overall quality of services provided by the City.

Based on survey results, 85% (2019 - 70%) of respondents indicated that they were somewhat satisfied or very satisfied.

Balancing the Budget Approach

The second question asked participants to indicate their preferred approach for balancing the budget, in light of increasing costs.

Based on the survey results, the majority of respondents were almost equally divided between “maintain tax level and change levels of service” (38%) and “increase user fees and taxes” (36%).

Levels of Service and Funding

From the third question to the ninth question, residents were asked to prioritize services provided by the City such as roads services, protective services, emergency services, recreation, economic development services and utility services.

Based on the survey results, the majority of the participants voted for “maintaining current levels of service and funding” for all programs listed in the survey.

Comments

The tenth question asked participants if there were comments that they would like to share. As part of the survey, 42 comments were received, and they have been included on the last page of the survey results.

STRATEGIC PLAN ALIGNMENT:

Budget survey and attendances at both the Farmers Market and Music in the Park aligns favorably with Council’s strategic goal:

REQUEST FOR COUNCIL DECISION



4.1.1 – Open and Accessible Government

- a) Make the work of Council more accessible

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

Public were able to meet with Councilors at the Lacombe Farmers Market. The budget survey was also posted on social media and advertised print publications.

ALTERNATIVE MOTION(S):

1. THAT Council accepts this report as information;
- Or
2. THAT Council directs Administration accordingly.

ATTACHMENTS:

- Attachment 1 – 2021 Survey Questions
- Attachment 2 – 2021 Survey Results

2021 Citizen Pre-budget Survey Questions

The City of Lacombe wants your input into the 2021 budget process. The Citizen Budget Survey allows the residents of Lacombe to share their thoughts on how their tax dollars should be spent. **The Survey consists to 10 simple questions that can be completed in 5 minutes or less.**

Thank you for participating in our survey. Your feedback is important.

1. How would you rate your level of satisfaction with the overall quality of services provided by the City of Lacombe?
 - a) Very satisfied
 - b) Somewhat satisfied
 - c) Somewhat dissatisfied
 - d) Very dissatisfied

2. As costs increase over time due to inflation and other factors, the budget is typically balanced by either increasing taxes, increasing user fees (where possible), or changing service levels (what services and how the City provided those services to residents). Which approach would you prefer the City to take in 2021 if needed?
 - a) Increase taxes by a rate equivalent to inflation
 - b) Increase user fees and taxes (combination)
 - c) Maintain tax level and change levels of service

Changing a service level may or may not require changes in funding, but for questions 3 to 9, please assume an increase in service level leads to increased costs. Your answer indicates how you would like the City to prioritize the 2021 budget. Select your choice of among the following:

3. Roads (snow removal, repairs, rehabilitation)
 - a) Increase – service level & funding
 - b) Decrease – service level & funding
 - c) Maintain – service level & funding

4. Protective Services (Police, Bylaw)
 - a) Increase – service level & funding
 - b) Decrease – service level & funding

c) Maintain – service level & funding

5. Emergency Services (Fire, Emergency response)

- a) Increase – service level & funding
- b) Decrease – service level & funding
- c) Maintain – service level & funding

6. Recreation Services (Parks, Arena, Pool, etc.)

- a) Increase – service level & funding
- b) Decrease – service level & funding
- c) Maintain – service level & funding

7. Economic Development

- a) Increase – service level & funding
- b) Decrease – service level & funding
- c) Maintain – service level & funding

8. Arts, Culture & Heritage

- a) Increase – service level & funding
- b) Decrease – service level & funding
- c) Maintain – service level & funding

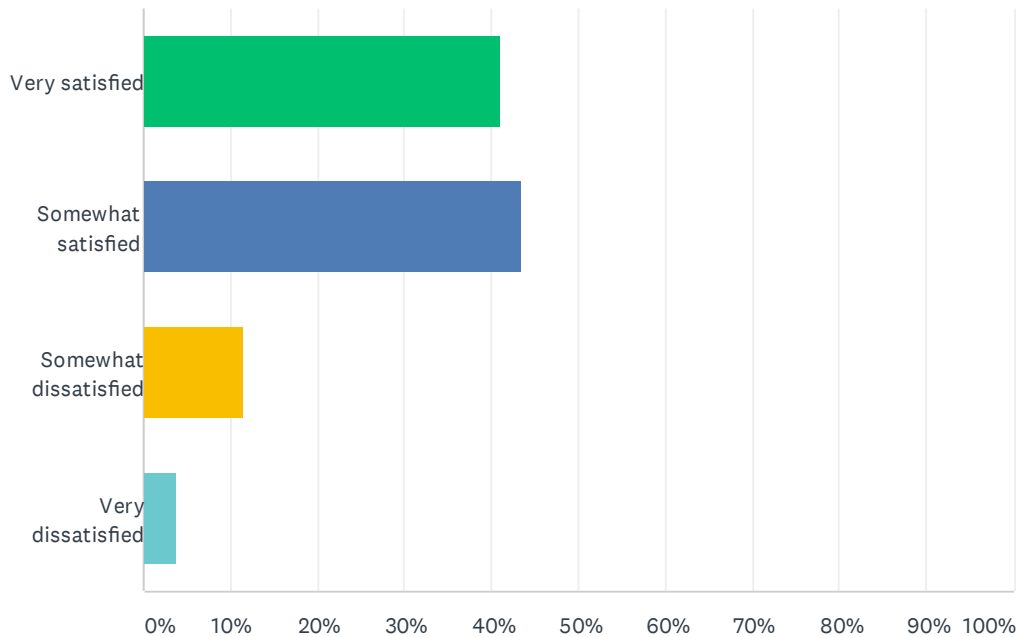
9. Utilities (water, sewer & solid waste)

- a) Increase – service level & funding
- b) Decrease – service level & funding
- c) Maintain – service level & funding

10. Do you have any comments you would like to share regarding the 2021 Budget?

Q1 How would you rate your level of satisfaction with the overall quality of services provided by the City of Lacombe?

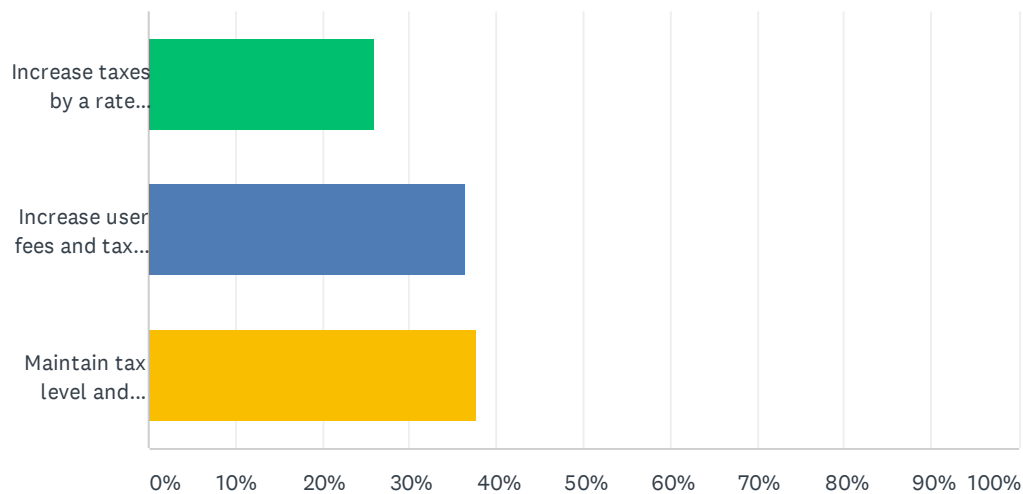
Answered: 78 Skipped: 1



ANSWER CHOICES	RESPONSES	
Very satisfied	41.03%	32
Somewhat satisfied	43.59%	34
Somewhat dissatisfied	11.54%	9
Very dissatisfied	3.85%	3
TOTAL		78

Q2 As costs increase over time due to inflation and other factors, the budget is typically balanced by either increasing taxes, increasing user fees (where possible), or changing service levels (what services and how the City provided those services to residents). Which approach would you prefer the City to take in 2021 if needed?

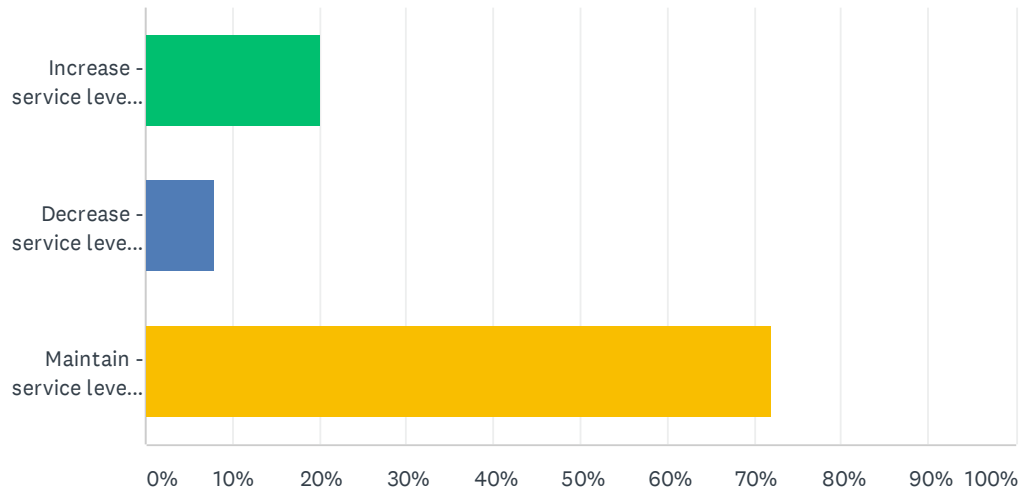
Answered: 77 Skipped: 2



ANSWER CHOICES	RESPONSES	
Increase taxes by a rate equivalent to inflation	25.97%	20
Increase user fees and taxes (combination)	36.36%	28
Maintain tax level and change levels of service	37.66%	29
TOTAL		77

Q3 Roads (snow removal, repairs, rehabilitation)

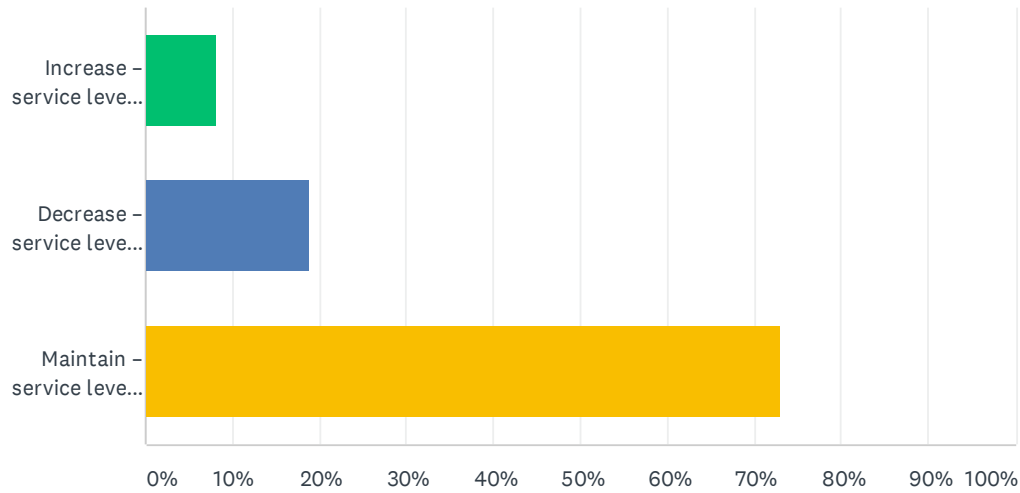
Answered: 75 Skipped: 4



ANSWER CHOICES	RESPONSES	
Increase - service level & funding	20.00%	15
Decrease - service level & funding	8.00%	6
Maintain - service level & funding	72.00%	54
TOTAL		75

Q4 Protective Services (Police, Bylaw)

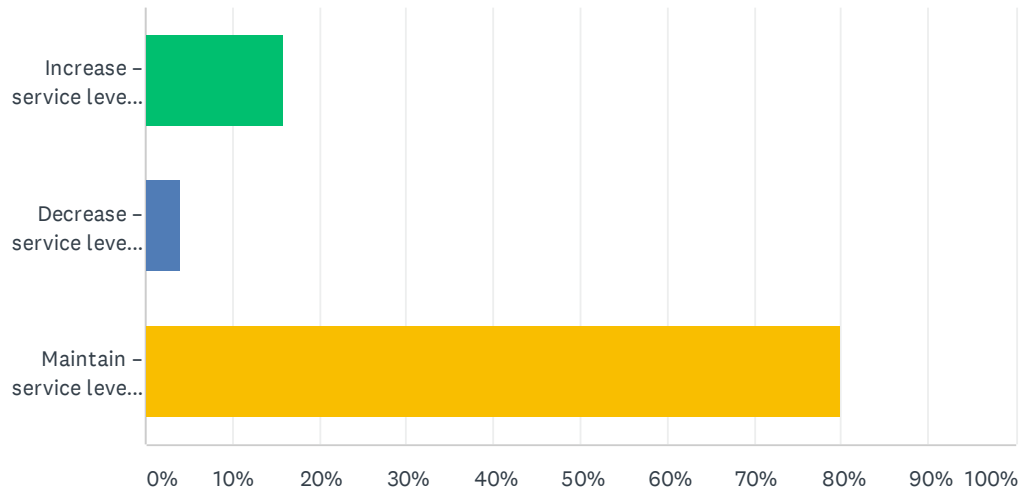
Answered: 74 Skipped: 5



ANSWER CHOICES	RESPONSES	
Increase – service level & funding	8.11%	6
Decrease – service level & funding	18.92%	14
Maintain – service level & funding	72.97%	54
TOTAL		74

Q5 Emergency Services (Fire, Emergency response)

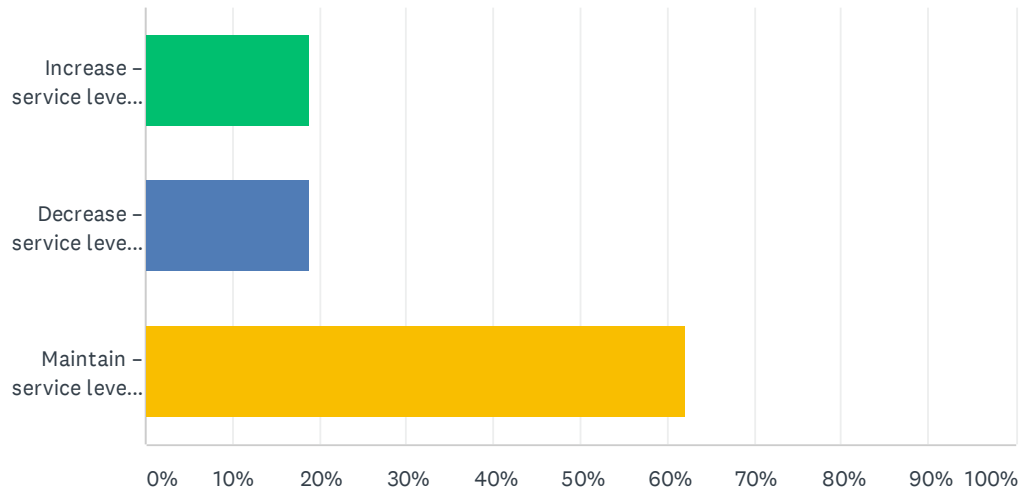
Answered: 75 Skipped: 4



ANSWER CHOICES	RESPONSES	
Increase – service level & funding	16.00%	12
Decrease – service level & funding	4.00%	3
Maintain – service level & funding	80.00%	60
TOTAL		75

Q6 Recreation Services (Parks, Arena, Pool, etc.)

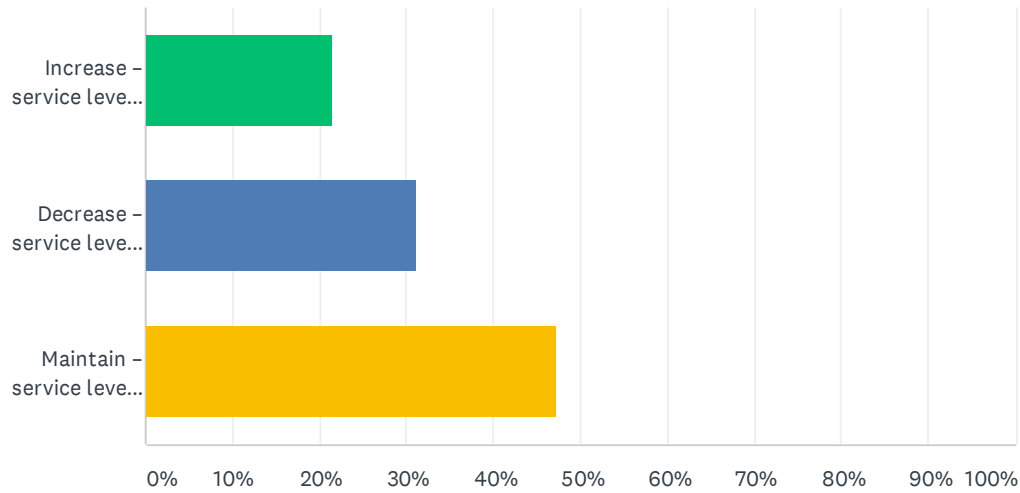
Answered: 74 Skipped: 5



ANSWER CHOICES	RESPONSES	
Increase – service level & funding	18.92%	14
Decrease – service level & funding	18.92%	14
Maintain – service level & funding	62.16%	46
TOTAL		74

Q7 Economic Development

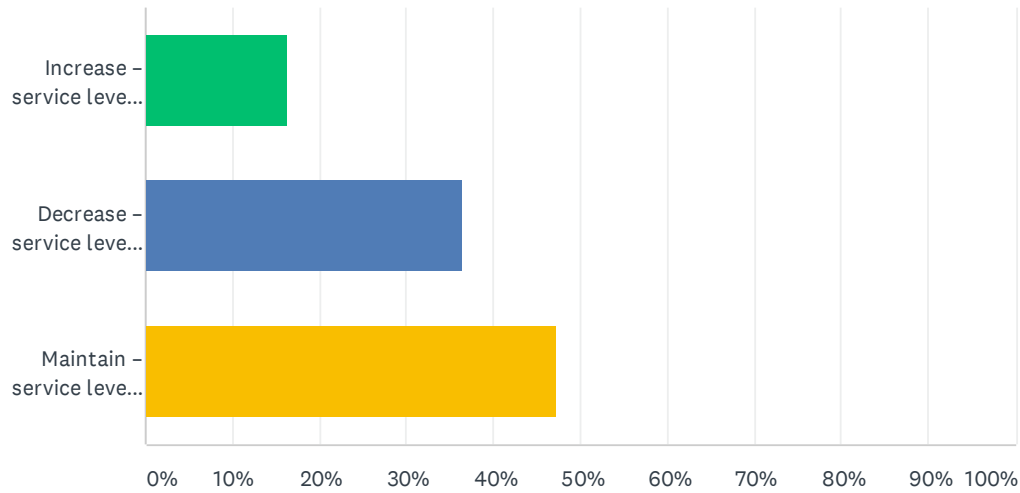
Answered: 74 Skipped: 5



ANSWER CHOICES	RESPONSES	
Increase – service level & funding	21.62%	16
Decrease – service level & funding	31.08%	23
Maintain – service level & funding	47.30%	35
TOTAL		74

Q8 Arts, Culture & Heritage

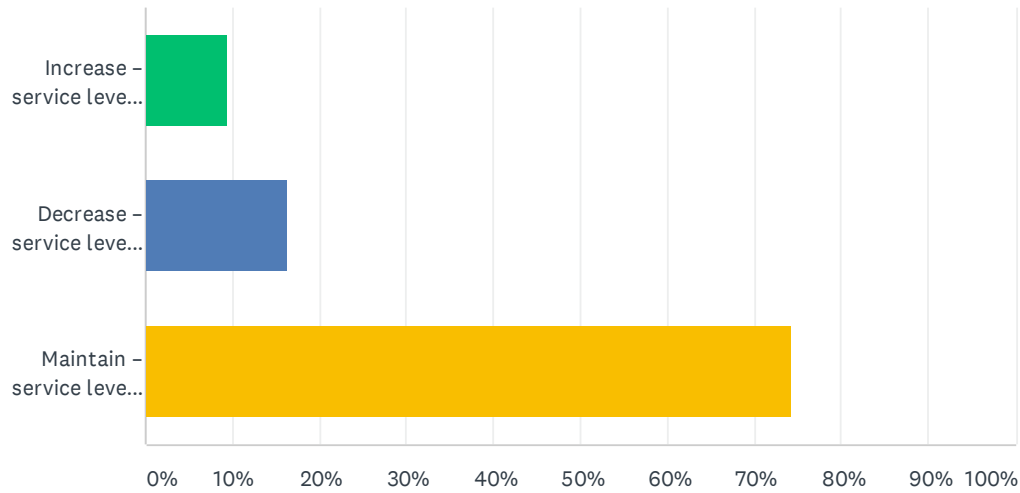
Answered: 74 Skipped: 5



ANSWER CHOICES	RESPONSES	
Increase – service level & funding	16.22%	12
Decrease – service level & funding	36.49%	27
Maintain – service level & funding	47.30%	35
TOTAL		74

Q9 Utilities (water, sewer & solid waste)

Answered: 74 Skipped: 5



ANSWER CHOICES	RESPONSES	
Increase – service level & funding	9.46%	7
Decrease – service level & funding	16.22%	12
Maintain – service level & funding	74.32%	55
TOTAL		74

Q10 Do you have any comments you would like to share regarding the 2021 Budget?

Answered: 42 Skipped: 37

#	RESPONSES	DATE
1	Run the city like a family/home budget - don't spend more than you already have. Balance budget with what you have.	7/22/2020 1:43 PM
2	Keep doing a great job, this is a great place to raise a family.	7/22/2020 1:41 PM
3	Happy with our community and the services we are provided.	7/22/2020 1:39 PM
4	All good	7/22/2020 1:38 PM
5	Get rid of some service fees such as Library.	7/22/2020 1:33 PM
6	Reduce spending/borrowing and lower taxes. Taxes are way too high.	7/22/2020 1:30 PM
7	Thank you for asking for our opinions and keep up the great work.	7/20/2020 10:38 AM
8	When doing budget remember everyone has a neighbour who is not working	7/17/2020 7:18 AM
9	This is not a great survey. I feel like I'm being asked to choose between the lesser of two evils. I feel that there are people that abuse the services provided by the city. The city has not managed to provide consistent and cost effective services to the city residents for some time. It's time to rethink how we use and pay for services.	7/16/2020 5:22 PM
10	none	7/16/2020 11:29 AM
11	Household bin garbage pick up in the winter time can be reduced. Plant less flowers (annuals) and more food for those in need.	7/16/2020 10:14 AM
12	Stop sucking at spending money	7/16/2020 9:31 AM
13	Upgrade services for seniors such as retirement lodging at a price seniors can afford so that people who are from there who want to come back to retire and be around people from there earlier years	7/15/2020 8:52 PM
14	This is a totally useless budget survey. What a waste of time. Someone should be embarrassed or let go for putting this together.	7/10/2020 6:58 PM
15	I would like to see monies put towards a cost effective pumping unit that would relieve the water levels from Elizabeth and Anne Lakes. Our trails are one our greatest assets in Lacombe for exercise, relaxation and tourism. It is one of our amenities that really does not have a big operating budget. During COVID, counters on the trails show how much usage they have had this past year, due to the lack of physical inside space for individuals to use. Lacombe is lucky to have them- lets not have them disappear!	7/10/2020 6:53 PM
16	Inflation should result in increase property values and therefore increase in taxes collected for the City. Municipal tax rates (mill rate) should not be increased due to inflation.	7/10/2020 8:53 AM
17	Not at this time	7/9/2020 2:16 PM
18	It would have been helpful to let everyone know what levels of funding have been cut by the province that affect us at the municipal level. Many people may say reduce funding in areas that have already been hit hard by provincial budget cuts, and further cuts at the municipal level may mean they can't function at all. e.g. Heritage Resources.	7/9/2020 9:48 AM
19	The city needs to improve road conditions on Highway 12 going through the city and also the C&E Trail from Highway 12 to the 5 way stop and the C&E Trail from the traffic circle to the County line as starters! There are other streets that also require road improvement!	7/9/2020 8:31 AM
20	Spend money more wisely; Do we really need to give consultants so much when we could hire locals to do the job, even if its a temporary position?	7/8/2020 2:56 PM
21	I was very disappointed in the outcome of the Solid Waste Review. It appears that Council is satisfied that Lacombe residents pay higher fees for less service than comparitors. Lacombe residents will not settle for this and will vote accordingly. Remember, keeping your positions on council depend on providing adequate services at reasonable cost, and you have failed with respect to solid waste.	7/7/2020 10:38 AM
22	Recreation and Parks are essential to Lacombe's Quality of Life!	7/3/2020 5:22 PM
23	The City should take advantage of all opportunities to partner with other municipalities on	7/2/2020 8:15 PM

	funding and delivery of programs. No reason to operate in a bubble when we could share costs with others.	
24	Lacombe's crime severity index doesn't warrant 22 or so officers. Reduce Police Funding to 1 officer per 1000 residents.. I'm sure that will save \$1.2Mill or a 10% tax decrease.	7/1/2020 3:35 PM
25	I would like to see a sidewalk between the Lacombe Research station going north on 58th street to the existing sidewalk just south of 48th Avenue. This is a high use area with a high level of traffic. A complete sidewalk would create a safer place to walk and encourage more physical activity.	7/1/2020 1:12 PM
26	Pay off all debt. Maintain a balanced budget. Keep government small and keep tax levels low. Bureaucracy tends to grow over time if it is not consciously curtailed; let us conscientiously reduce our spending.	7/1/2020 11:35 AM
27	I think if the city is so hard pressed to balance the budget, they should stop spending on giant fishing lures and tree carvings	7/1/2020 10:51 AM
28	I REALLY respect the City's adherence to the CPI based tax increase. So sensible.	6/30/2020 5:52 PM
29	Increase manpower in Public works. Increase water/sewer main replacement.	6/30/2020 11:56 AM
30	Looking around at other municipalities, I really wish that the CITY of Lacombe would offer more to families in terms of camps (day camps in the summer or for PD days). Almost every town around offers them, and it sucks having to drive to Blackfalds or Sylvan for something that should be offered in Lacombe. Also - since we no longer have curbside recycling, could the city look at doing something more with compost collection? I have one of the black bins from a few years ago (but have never actually made compost from it). I think SO much could be diverted from the landfill!! Thank you for the great work on the roads - I know that's not easy, but I sure appreciate the works crews do out there.	6/30/2020 8:21 AM
31	get some experienced upper management	6/30/2020 7:53 AM
32	Bylaws needs to a minimum a level of proactiveness if we are ever going to get the lack of community standards within our community under some level of semblance. After the first warning ... ticket. Bylaws need to check properties that are delinquent year after year, season after season. It should not be the a citizens responsibility to do this year after year on the same properties. Please do not cancel Trash to Treasure again. The mess grew in the alleys and in the properties. There needs to be more proactiveness picking up refuse from alleys, by apartment dumpsters, and ticket when possible. All employees need to become multi focused... within reason. For example, when you see trash such as a box or a lid, rather than drive around it, pick it up. As homeowners we are expected to do more with less, the city employees need to be multitaskers. The management needs to hold staff accountable for their level of work. That is the reason for performance appraisals and probation if necessary. We are in tough times, probably the toughest in 50 years. Everyone needs to be held accountable. The most important thing is management needs to listen to the concerns of residents, and come to a reasonable solution/compromise/action. The merry go round needs to stop and be dealt with as many of the issues/concerns have a ten year history. The idea of staggered shifts in Bylaws is good. Time to make sure every dollar sent on wages, services is well spent. No time for slip ups as in the past. Accountability is the key. The CAO and management need to be accountable more now.	6/29/2020 11:28 PM
33	I would like all snow removed from our streets....no more windrows. load it and haul it away. There would be no added expense to doing it as you would have the same amount of people employed. It may take a day longer but will make such a difference and make the city look wonderful.	6/29/2020 8:57 PM
34	Lacombe could benefit from more recreational programming. While we have good facilities, we lack the programs offered by other communities.	6/29/2020 7:21 PM
35	During winter, garbage collection could be bi-weekly. Stop landscape companies from dumping in residential garbage bins. Snow removal on roadways is more than adequate. Savings could be had. Lacombe's pathways/hiking/ skiing/fishing/biking are undersold. It should be a very least a daytrip destination.	6/29/2020 7:14 PM
36	The City of Lacombe needs to reduce taxes to attract new businesses. This should be achieved by reducing the amount of police and bylaw officers to match similar sized municipality's force. Money should not be invested into the arena/pool instead a fund should be developed to build a	6/29/2020 6:25 PM

new facility. Development in Lacombe is pathetic. The city should look into how it is working with developers to create new development and why developments in progress in the City are taking forever to get built. Funding for mainstreet businesses is stupid. The city should work on attracting new businesses that will keep Lacombe's residents in the city for their shopping needs. This includes clothing, footwear, workwear, linens, and a larger retailer to attract new businesses and create a more competitive environment. The city should remove all on street patios. This is a waste of parking space. The city needs to work on repairing potholes and replacing decrepit infrastructure. The roads in Lacombe are horrible. The city also needs to stop spending money on facilitating development transactions and instead attract new development without handing out tax money. The city is struggling with getting tax money, so why is it not investing in getting new development to pay for services and program?

37	We need improved recycling service	6/29/2020 5:38 PM
38	try to do the roads one time ie corner of 58 and hwy 12. better planning and more accurate measuring...basics should help	6/29/2020 3:24 PM
39	Same vigilance towards 2021 budget as towards 2020. Every level of government has experienced budget failure because of Covid-19. Priority still remains with Fire and Police, everything else up for grabs.	6/29/2020 3:08 PM
40	The tax rates for service provided here are ridiculous. What we pay, for what we get is unacceptable. The increase this year has pushed us to look for a home elsewhere. This is nothing but a bedroom community at a full amenities city cost. Services have already been cut and taxes still go up.	6/29/2020 2:58 PM
41	No	6/29/2020 2:30 PM
42	No	6/29/2020 2:25 PM

REQUEST FOR COUNCIL DECISION



SUBJECT: Tax Exemption Request – Lacombe Evangelical Free Church
PREPARED BY: Mauricio Reyes, Senior Manager of Financial Services
PRESENTED BY: Mauricio Reyes, Senior Manager of Financial Services
DATE: August 10, 2020

FILE: 13/215

PURPOSE:

To provide Council with a recommendation on the request from Lacombe Evangelical Free Church (“the Church”) to provide a tax exemption in 2020.

RECOMMENDED MOTION(S):

1. THAT Council accepts the Tax Exemption Request for the Lacombe Evangelical Free Church report as information.

RELATED PRIOR MOTION(S):

1. None

EXECUTIVE SUMMARY:

The City has received a request from the Lacombe Evangelical Free Church for a tax exemption in 2020. The request asks for the property to be considered tax exempt in 2020.

Administration recommends that Council declines the request from the Church for a tax exemption in 2020.

ANALYSIS:

Background

In late February 2020, the City of Lacombe received an electronic mail from Mr. Michael Salomons from Lacombe Evangelical Free Church indicating that he disagreed with the property assessment notice received for the following tax roll number:

- 194 080013420 (Plan 5054M, Block 28, Lot A)

Rezoning and Tax Exemption

Mr. Salomons was of the understanding that the property would become tax exempt when the property was rezoned from R1 to CS (community services) in June 2019 when Bylaw 400.25 was passed. A house used to exist on the property, likely as housing for the Church’s pastor (i.e. a parish).

REQUEST FOR COUNCIL DECISION

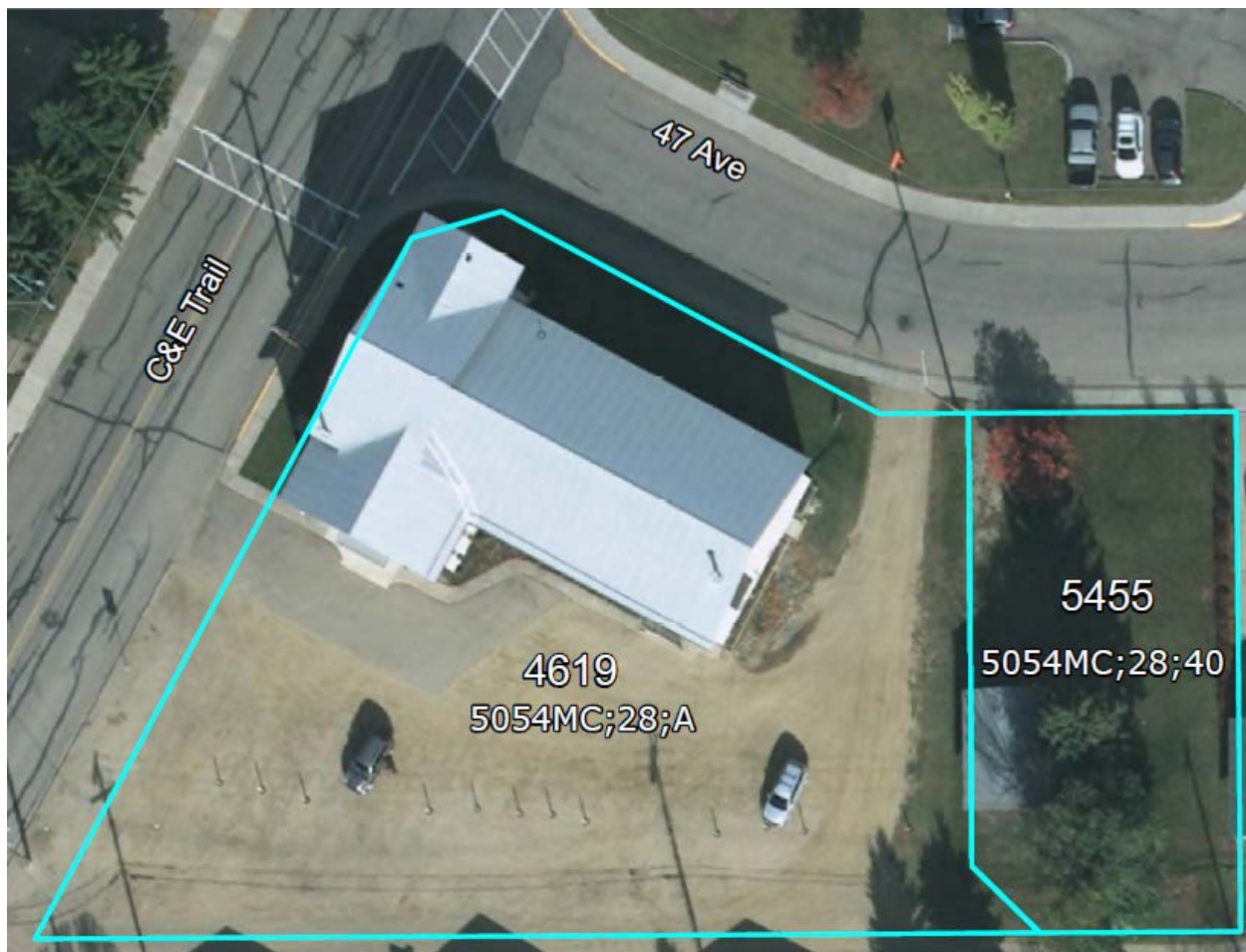


In March 2020, Mr. Salomons was advised that in order for the property to be tax exempt, it needs to be consolidated to the property where the church building resides (Plan 5054M, Block 28, Lot A), which is tax exempt.

Mr. Salomons was also advised that rezoning does not automatically make the property tax exempt. The purpose of rezoning is to allow the property to be used for different purposes that it was originally zoned for, rather than to determine its tax status.

Based on communication with Mr. Salomons, Administration understands that the Church is in the process of consolidating both properties. Should consolidation be finalized in 2020, the property in question will become tax exempt in 2021.

Figure 1 – Location of Properties Owned by the Lacombe Evangelical Free Church



REQUEST FOR COUNCIL DECISION



Assessment and Tax

For municipal tax purposes, this property is being taxed as residential property and has an assessed value of \$122,000.

The total taxes levied in 2020 for this property was \$1,297.34. Of the total taxes levied, approximately 25% are non-municipal (education) taxes.

The property is subject to municipal taxes. Although the property is owned by a religious body, it currently not being used chiefly for 'divine service', or in support of the same (i.e. parking). In March 2020, Mr. Salomons indicated that the property "is currently being used as green space and the intent is to leave it as-is".

As per section 362(1)(k) of the MGA, a property owned by a church would be tax exempt if the "property held by a religious body and used chiefly for divine service, public worship or religious education and any parcel of land that is held by the religious body and used only as a parking area in connection with those purposes".

Other Factors to Consider

Due to COVID-19, Council approved a number of economic initiatives geared to provide economic relief to City taxpayers. Consequently, the date for payment of taxes has been extended from June 30, 2020 to December 31, 2020. Any tax accounts that remain unpaid after December 31, 2020 will be considered in arrears and will be subject to a 10% tax penalty as per [Bylaw 379](#).

As per section 347(1) of the Municipal Government Act, "If a council considers it equitable to do so, it may, generally or with respect to a particular property or business or business or a class of taxable property or business, do one or more of the following, with or without conditions:

- (a) Cancel or reduce tax arrears
- (b) Cancel or refund all or part of a tax
- (c) Defer the collection of a tax"

REQUEST FOR COUNCIL DECISION



Financial Implications

The cost of eliminating municipal taxes will depend on whether the total taxes owing (\$1,297.34) is cancelled or only the municipal portion of the taxes owing (\$977.01).

LEGISLATIVE AUTHORITY

Section 347.1 of the Municipal Government Act, RSA 2000, c. M-26

STRATEGIC PLAN ALIGNMENT:

Ensuring the City collects taxes as budgeted aligns favourably with Strategic Objective 4.1.4: Fiscal Prudence

To manage the City to allow for Property tax increases near inflation.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

N/A

ALTERNATIVE MOTION(S):

1. Recommendation
THAT Council accepts this report as information
(Functionally, this means that Council declines the request from Lacombe Evangelical Free Church)
2. THAT Council defers 2020 tax collection for the roll number listed to June 30, 2021 without penalties
3. THAT Council approves the request from Lacombe Evangelical Free Church and authorizes Administration to adjust property taxes for the municipal portion of 2020 taxes owing for the roll number listed
4. THAT Council approves the request from Lacombe Evangelical Free Church and authorizes Administration to adjust property taxes for the entire 2020 taxes owing for the roll number listed

REQUEST FOR COUNCIL DECISION



ATTACHMENTS:

REQUEST FOR COUNCIL DECISION



SUBJECT: Bylaw 480 – Community Economic Development
PREPARED BY: Guy Lapointe, Manager of Community Economic Development
PRESENTED BY: Guy Lapointe, Manager of Community Economic Development
DATE: August 10, 2020

FILE: 62/143

PURPOSE:

Administration presents Bylaw 480, the Community Economic Development Bylaw, for second and third reading; the Bylaw delineates the City's partnership with Echo Lacombe Association and other community nonprofit groups in the delivery of community economic development initiatives in Lacombe.

RECOMMENDED MOTION(S):

THAT Council provide second and third reading to Bylaw 480.

RELATED PRIOR MOTION(S):

1. (July 13, 2020) #11-075.29. That Council gives Bylaw 480 first reading as presented, and directs Administration to return the Bylaw for second reading on August 10, 2020.
2. (February 22, 2016) #16-059. That Council receive the Community and Economic Development (CEDO) update as information and approve the reallocation of Echo Energy proceeds to Echo Lacombe Association.
3. (April 12, 2010) #10-139. That **Bylaw 359** be given third and final reading.

EXECUTIVE SUMMARY:

Council's [2018-2021 Strategic Plan](#) at section 4.2.2 A directs Administration to review and update the Community Economic Development Bylaw, and the Plan further directs a number of other community economic development (CED) initiatives.

Bylaw 480, presented for second and third readings, empowers the Echo Lacombe Association (ELA) as the City's nonprofit CED agency and enshrines existing funding streams, agreement development, annual reporting, and the City's voting membership on the ELA Board as an anchor member. Bylaw 480 summarizes important City CED principles and partnerships and their contribution to achieving community goals.

The existing 2010 [Bylaw 359](#), which provides a simple overarching direction for community economic development, is repealed by this bylaw.

REQUEST FOR COUNCIL DECISION



ANALYSIS:

Background

- [Bylaw 359](#) was approved in 2010 and first introduced the concept of community economic development (CED).
- The bylaw promotes the importance of a more holistic approach to economic development including advancing the growth of community amenities, services and programs.
- While Bylaw 359 explains CED principles, it lacks details on the specifics of delivering on the vision.
- Additionally, since that Bylaw was passed, a City [CED plan](#) was introduced, along with the ongoing development of an extensive, somewhat informal nonprofit partner network delivering on a variety of components of the City's Community Services Division and Community Economic Development portfolios, including service focus areas more recently introduced such as affordable housing, transit, event facilitation and sponsorship development.
- Part of the CED plan called for the creation of an arms-length grassroots organization that may be better positioned to lead some of the identified priorities. This led to the establishment of the [Echo Lacombe Association](#), which currently provides City-funded and own initiatives such as:
 - Downtown Storefront Enhancement Program promotion and adjudication;
 - Echo Energy management and promotion;
 - Echo Community grant promotion and adjudication;
 - Management and promotion of the economic development microsite;
 - Lacombe Economic Action Partnership (LEAP) facilitation and coordination;
 - Community sponsorships including festivals, social media breakfast and the new naming sponsorship for the ice complex;
 - Support and collaboration in nonprofit community initiatives, and;
 - Training opportunities for local businesses.
- Echo Lacombe's vision is to improve the quality of life within Lacombe by fostering a collaborative environment focused on cultivating innovation, nurturing a business friendly culture, promoting sustainable growth and creating a safe, inclusive, vibrant and healthy community.
- The Echo Lacombe Association board is comprised of three anchor members from Burman University, Lacombe & District Chamber of Commerce and the City of Lacombe, as well as five to seven community members.

REQUEST FOR COUNCIL DECISION



- The committee members' terms are staggered resulting in a minimum of 25% of appointments each year.
- Following the CED Plan, in 2018 Council also adopted a new Council Strategic Plan which identified a number of additional economic development goals.

Bylaw 480

- As directed in the [2018-2021 Strategic Plan](#) at section 4.2.2 A, Council wishes to clearly identify ways to deliver on economic development vision and goals, effected through CED initiatives.
- Bylaw 480 formally empowers the ELA to effect CED on behalf of the municipality, and enshrines the current partnership in the areas of Echo Energy management, a number of funding streams, agreement development, annual reporting, and the City's voting membership on the ELA Board as an anchor member.
- The Bylaw also enshrines the City's overall community partnership approach as a key factor in CED success. With partnerships—with both nonprofits and for-profit entities-- the City helps steer community development initiatives and achieve the associated goals, being mutually assisted with critical resources such as public input, expertise and advice, funding sources, and person-power.
- Typically, the City's community and business partners report once annually to Council, and receive funding as well as other supports to foster the development of relevant initiatives, projects, programs and services.

STRATEGIC PLAN ALIGNMENT:

Adoption of the Community Economic Development Bylaw directly satisfies one of Council's 'Medium Priority' Strategic Goals, and aligns favourably with several more:

- 4.2.2 Marketing the City
 - a) Review and update the Community Economic Development Bylaw
- 4.2.3 Healthy Retail
 - a) Increase public awareness of current retail operations
 - b) Maintain an active partnership with the Lacombe & District Chamber of Commerce
 - c) Work with Lacombe's downtown business sector to stimulate the development of the historic downtown area
- 4.2.4 Support for Events

REQUEST FOR COUNCIL DECISION



- a) Build on existing partnerships with community groups and organizations to attract events
- 4.3.3 Sustainable Infrastructure
 - e) Work with Echo Lacombe to market Echo Energy regionally
- 4.3.3 Economic Prosperity
 - a) Create a plan for underperforming City property
- 4.4.2 Welcoming and Inclusive Community
 - c) Develop strong connections with Burman University

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

Communications will develop a press release to be sent out once Council has provided third and final reading of the proposed bylaw.

Additional promotional activities celebrating the formalizing of the City-ELA partnership may be undertaken.

ALTERNATIVE MOTION(S):

1. THAT Council gives Bylaw 480 second and third reading as presented; OR
2. THAT Council gives Bylaw 480 second reading and directs Administration to amend the Bylaw and return the Bylaw for third reading on September 14, 2020; OR
3. THAT Council returns the matter of the community economic development bylaw to Administration with direction.

ATTACHMENTS:

Bylaw 480

Echo Lacombe Association Terms of Reference

Echo Board Member Listing

**CITY OF LACOMBE
BYLAW 480**

A Bylaw of the City of Lacombe to create a clear and effective approach to community economic development by assigning roles and responsibilities for administrative staff, advisory committees and community organizations

WHEREAS, pursuant to the Municipal Government Act, R.S.A. 2000, c M-26, a municipality may pass bylaws for municipal purposes, and the City of Lacombe deems it expedient and in the public interest to pass a Community Economic Development Bylaw; and

WHEREAS Council strives to position the City of Lacombe as a welcoming and attractive location for investment, preserving our natural and cultural resources and utilizing them as a source of economic strength; and

WHEREAS Council recognizes that community economic development utilizes local resources to enhance economic opportunities while improving social conditions in a sustainable way; and

WHEREAS the Council of the City of Lacombe understands that, to be effective, community economic development should be rooted in local knowledge and led by a variety of community groups as well as the municipality;

NOW THEREFORE, the Council of the City of Lacombe, duly assembled, hereby enacts as follows:

1. BYLAW TITLE

1.1. The bylaw will be referred to as the “Community Economic Development Bylaw”.

2. DEFINITIONS

In this bylaw:

2.1. “Council” means the duly elected municipal Council of the City of Lacombe;

2.2. “City” means City of Lacombe;

2.3. “CAO” mean the person appointed by the Council of the City of Lacombe as the Chief Administrative Officer, or their designate;

2.4. “Community Economic Development” or “CED” means community-based processes to explicitly foster the economic, social and cultural well-being of Lacombe as outcomes, including but not limited to business attraction, incubation, and retention; economic diversification and marketing of the community; sponsorship and event hosting and support; nonprofit sector development; and stimulating, incentivizing, and collaborating with the business community.

2.5. “ELA” means the Echo Lacombe Association.

3. ROLES AND RESPONSIBILITIES

3.1. The CAO will facilitate the operation of a Community Economic Development Department and portfolio.

3.2. The City will maintain an active partnership with the Lacombe and District Chamber of Commerce.

3.3. The City will promote, secure and maintain facility, event, and program sponsors and sponsorship opportunities.

- 3.4. The City will minimize non-performing City assets and improve management of underperforming assets through community economic development initiatives.
- 3.5. The City will seek to expand the City's commercial tax base and secure alternative sources of revenue for the municipality.
- 3.6. The City will encourage the increase of local, regional and national events within the community.
- 3.7. The City empowers the ELA, through this bylaw and by subsequent supportive agreements, to:
 - 3.7.1. manage the City's energy retailer, Echo Energy,
 - 3.7.2. offer a range of community economic development and other programs and projects, and
 - 3.7.3. advance grassroots community economic development in Lacombe.
- 3.8. The City hereby directs the proceeds, less cost of operation, of Echo Energy to the ELA for the purposes of managing the retailer and for fostering nonprofit community economic development in Lacombe.
- 3.9. The City and ELA will annually develop additional mandate, funding, and other supports via agreements outlining:
 - 3.9.1. ELA's management and adjudication of designated City CED programs, and
 - 3.9.2. The City's additional monetary, in-kind contributions, and administrative support for ELA and its initiatives.
- 3.10. The ELA will provide an annual progress report to Council at a designated Council meeting.
- 3.11. The ELA will provide one voting Board membership to the City as an anchor member, to which the City will appoint a Councillor or the CAO during its annual organizational meeting.
- 3.12. The City will annually develop mandates, funding, and other supports with its community-based nonprofit partner groups, via operational agreements; and
- 3.13. The City will pursue partnerships with the business community and other levels of government to secure economic development opportunities for Lacombe.

4. DISBURSEMENT OF FUNDS

- 4.1. Upon approval of the City's annual operating or interim operating budget, the City will disburse operational funding to the City's nonprofit partner groups within the terms of the budget.

5. EFFECTIVE DATE

- 5.1. This Bylaw will come into force and effect upon third and reading.

6. REPEAL OF BYLAW 359

- 6.1. Bylaw 359 – Economic Community Development Task Force, and any amendments thereto, are hereby repealed.

INTRODUCED AND GIVEN FIRST READING THIS 13th DAY OF JULY, 2020;

READ A SECOND TIME THIS _____ DAY OF _____, 2020;

READ A THIRD TIME AND PASSED THIS _____ DAY OF ____, 2020.

Mayor

Chief Administrative Officer

ECHO Lacombe Association:

Vision:

To improve the quality of life within Lacombe by fostering a collaborative environment focused on cultivating innovation, nurturing a business friendly culture, promoting sustainable growth and creating a safe, inclusive, vibrant and healthy community.

Objectives:

- To encourage a spirit of collaboration and active participation within the community.
- To support, promote and lead innovative practices and ventures within the community of Lacombe.

Desired Outcomes:

- A growing and sustainable economy
- An engaging cultural scene
- A place of emotional, physical and environmental wellness
- A connected community
- Strong leadership
- Social Enterprise
- Community pride

Scope of Work:

- To achieve these objectives, the ECHO Lacombe Association board will undertake the following activities:
 - Create and adhere to an annual operating budget.
 - Solicit and adjudicate proposals for the ECHO Lacombe fund.
 - Establish, oversee and approve work of subcommittees.
 - Build a strategic plan which will be reviewed and updated yearly.
 - Promote ECHO Lacombe vision within the community.

Goals

- Goals will be reviewed and determined on an annual basis and will be supported by a plan of action that includes measurable goals.

Classification of Members

- Anchor members
 - Three total members
 - Full members with voting privileges
 - Must pay an annual fee beginning in 2016.
- Community members of which:
 - Five to seven total members

- Two must be from the business community
- One must be from a non-profit society
- One must be from the public at large
- Anchor Members are appointed by the three Institutions that formed the Association.
- The terms of the public Board members shall be staggered so that a minimum of 25% of the members are appointed or elected each year.
- Board members may serve on the Board for a maximum of two consecutive three-year terms.

Procedures

- Board will meet monthly and/or on an as needed basis.
- The majority of the committee shall represent quorum.
- The order of business is to be set out in an agenda package to be provided to the Committee members in advance of the meeting date.
- Everyone has a vote, including the chair.
- If the votes are equal for and against, the motion is defeated.

Member Profile

Members will ideally have a combination of the following traits:

- Commitment to volunteerism
- Sincere desire to grow a well-rounded community
- Good networking skills
- Inspired by innovation
- Must be one of the following:
 - Resident
 - Business Owner
 - Employee working for a business within the City of Lacombe

Annual Funding

The board is to receive the following minimum funding amounts from its anchor members on an annual basis:

- City of Lacombe - \$12,000.00
- Burman University - \$2,500.00
- Lacombe & District Chamber of Commerce - \$2,500.00

An annual budget shall be prepared and any new funding requested from funding partners by October 1 for the following calendar year.

Reporting to Council

- The board will provide a status report to Council annually.

Echo Lacombe Association – Listing of Board Members

1. President (Jared Reich – Member at Large representative)
2. Vice-President (Jana Fafard – Member at Large representative)
3. Secretary Treasurer (Monica Bartman – Chamber representative)
4. Director (Jonathan Jacobson – City of Lacombe Council representative)
5. Director (Steve Schultz – Member at Large representative)
6. Director (David Jeffrey – Burman University representative)
7. Director (Thor Burnham – Member at Large representative)
8. Director (John Wilzer – Member at Large representative)
9. Director (Drayton Bussiere – Member at Large representative)

REQUEST FOR COUNCIL DECISION



SUBJECT: Art Development Policy
PREPARED BY: Sandi Stewart, Manager of Recreation and Culture
PRESENTED BY: Deborah Juch, Director of Community Services
DATE: August 10, 2020

FILE: 71/132

PURPOSE:

Administration seeks Council's approval of the Art Development Policy as presented, which consolidates the three existing art policies into one streamlined and more effective document and includes the two art committee terms of reference following the committee reviews.

RECOMMENDED MOTION(S):

1. THAT Council approves the new Art Development Policy as presented, effective immediately; AND
2. THAT Council rescinds the existing Percent for Art Policy 78/210.02 (12), Public Art Collection Policy 78/210.01 (15), and the Art Exhibitions in Public Spaces Policy 78/148.01 2017PO.

RELATED PRIOR MOTION(S):

1. 11/117.06 20MO THAT Council resolves to cease appointing a Councillor member to the Arts Endowment Committee effective October 2020. 20-237.
2. 11/117.07 20MO THAT Council directs Administration to consolidate and update the three existing art policies (Art Exhibition in Public Spaces, Public Art Collection, and Percent for Art) into a new single Art Development Policy. 20-238.

EXECUTIVE SUMMARY:

Presented for Council's consideration is a consolidated Art Development Policy combining the three current art policies into one in the latest policy template. The Policy also incorporates the two art committees' terms of references, recently amended by Council but otherwise captured in their current iteration. Administration recommended consolidating the art policies after a routine review, removing provisions better suited to an Administrative Directive, and adding or clarifying definitions. A consolidated Policy communicates Council's intentions more clearly to the public, allowing an immediate review of all provisions for public art in one location.

REQUEST FOR COUNCIL DECISION



ANALYSIS:

Background

The City's policies are reviewed regularly and revised or updated to ensure they remain effective. The Recreation & Culture Department's art policies include the 'Percent for Art Policy' (2012), the 'Public Art Collection Policy' (2015), and the 'Art Exhibitions in Public Spaces Policy' (2017).

Earlier in 2019, the Community Services Division collaborated with the Lacombe Art Collection Committee, the Lacombe Arts Endowment Committee, City department managers, and the Corporate Leadership Team in a review of all art policies. The working group determined that these policies were suitable for consolidation into a comprehensive "Art Development Policy" with specific needed improvements.

Following this, on June 22, 2020, Council amended the Arts Endowment Committee terms of reference to remove the appointment of a Council representative. This also altered the makeup of the Lacombe Art Collection Committee in a minor way by extension, as the Council representative from Arts Endowment is automatically delegated to Art Collection. The Committee TORs are accordingly amended and standardized to incorporate into the Policy seamlessly, but are otherwise captured in their current functioning form.

Other policy improvements in this consolidation included removing portions of the existing art policies more appropriate for an Administrative Directive or a procedures manual/operating standard. Definitions are clarified, especially 'artist,' 'eligible capital projects,' and 'qualifying construction budget.' Administration uses these latter two terms to calculate the capital budget allotment for public art, which can vary per year, and therefore the terminology must be unambiguous:

Eligible Capital Project - Is any capitalized municipal project, whether new construction or renovation, resulting in an amenity that is accessible to the public including bridges and streetscapes; buildings, recreation, and culture facilities; sports facilities, playgrounds, trails and sidewalks; and plaza and square developments, but explicitly excluding roads and their necessary appurtenances.

Qualifying Construction Budget - The capitalized budget of an Eligible Capital Project including portions designated for design, contract project management, legal fees, and costs, environmental testing, construction, and finishing including landscaping, but excluding portions for land acquisition costs, interest, and advertising, and grant-funded portions if ineligible.

REQUEST FOR COUNCIL DECISION



STRATEGIC PLAN ALIGNMENT:

While not explicitly referenced in the Strategic Plan, policy review and revision supports sustainable governance practices. The proposed Art Development Policy aligns favourably with the following strategies:

- 4.1.5 Alternative Revenue Sources – Innovative opportunities for sponsorship
- 4.2.3 Healthy Retail - Council considers revisions to policies that support downtown beautification and investment by local businesses
- 4.4.1. Support to Cultural Groups - Support community groups to advance in the arts in Lacombe
 - o A-3) Public art is encouraged
 - o A-2) The City of Lacombe's investment in public art remains constant or grows
- 4.4.2 Welcoming and Inclusive Community - Attend and celebrate cultural events
- 4.5.5 Future Space Needs – Capital partnerships are considered with new facilities
- 4.5.8 Encourage Volunteerism - Support volunteerism in the community

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

Once approved, Administration will circulate the new Policy to all City of Lacombe employees as well as to members of both art committees and then publish it on the City website for public reference. This consolidation and clarification does not contain significant substantive changes in policy direction, so a media release is not appropriate.

ALTERNATIVE MOTION(S):

1. THAT Council approves the new Art Development Policy as presented, effective immediately;
AND
2. THAT Council rescinds the existing Percent for Art Policy 78/210.02 (12), Public Art Collection Policy 78/210.01 (15), and Art Exhibitions in Public Spaces Policy 78/148.01 2017PO.
OR
3. THAT Council returns the matter of the new Art Development Policy to Administration with direction;
OR
4. That Council accepts the proposed new Art Development Policy as information.

REQUEST FOR COUNCIL DECISION



ATTACHMENTS:

78/212.01 2019 PO Art Development Policy DRAFT

Existing policies to be rescinded:

78/210.02 (12) Percent for Art

78/210.01 (12) Public Art Collection Policy

78/148.01 2017PO Art Exhibitions in Public Spaces

ART DEVELOPMENT

Policy Number:	78/212.01 2019PO
Policy Review:	Every Five Years or upon Legislative Change
Policy Owner (Dept.):	Community Services Division
Reference(s):	78/211.01.19AD Art Development Directive

1. PURPOSE OF POLICY

- 1.1. To ensure the City includes funding for Public Art in operating and capital budgets.
- 1.2. To fund, manage, and maintain a Public Art Collection behalf of the citizens of Lacombe.
- 1.3. To provide visual enrichment, a welcoming environment in municipal facilities, and diverse educational and cultural experiences in the City of Lacombe through Art.
- 1.4. To provide an opportunity for local, regional, national, and international Artists and Artisans to have their work displayed in the public realm.

2. POLICY STATEMENTS

- 2.1. The public considers Public Art a key component in the attractiveness and identity of a city. The use of Public Art assists in the urban design objectives of municipal development, and also encourages the display of Art in private domains through public awareness and appreciation of the arts. Public support for the Arts demonstrates the character and progressiveness of a community, and art investment strengthens the local economy through tourism and arts-related business and events.
- 2.2. A Public Art Collection serves as a foundation for collective memory, community continuity, and social development. To support a diverse urban community that enjoys optimum social, economic, and aesthetic elements, the City of Lacombe will provide leadership and investment in a Public Art program and will provide space for Public Art exhibitions in suitable City-owned public areas and other approved venues.
- 2.3. The City of Lacombe will dedicate one percent of Qualifying Construction Budgets of every Eligible Capital Project to fund the purchase, installation, maintenance, and promotion of Public Art in municipal spaces.

3. APPLICABILITY

- 3.1. This Policy applies to the City of Lacombe Council, the Lacombe Art Collection Committee, City of Lacombe Administration, and exhibiting Artists and exhibition suppliers.
- 3.2. This Policy comes into effect upon approval of the Council.

4. NON-COMPLIANCE

- 4.1. Municipal support of the development of Public Art within a community has the direct result of furthering a community's recognition and reputation as a cultural centre in the province. Compliance with this Policy and its related directives and procedures is paramount in achieving this aim for the City of Lacombe.

5. DEFINITIONS

- 5.1. **Acquisition** - The process of achieving ownership and adding any Art piece or Collection of Art pieces into the Public Art collection.
- 5.2. **Administration** – Means the employees of the City of Lacombe.
- 5.3. **Art Bank** – Is a reserve maintained by City Administration for general Public Art Conservation and Arts programming, holding allocations of up to 20% of donations and the art budget from Eligible Capital Projects.
- 5.4. **Art Collection 10 Year Plan** - a revolving ten-year plan of goals and objectives for exhibiting Art exhibitions, acquiring and placing Public Art, preserving Public Art, and developing and maintaining active partnerships and marketing plans.
- 5.5. **Artisan** – A craftsperson who, through skill, experience, and talent, creates items with artistic qualities by hand.
- 5.6. **Artist** – Is a person, including a student, engaged in any of the creative fine arts such as visual arts, performing arts, and literary arts, who is achieving notable skill or accomplishment as a dedicated practitioner whether profiting from their activity or not.
- 5.7. **Art Professionals** – Are persons professionally associated with Art such as gallery owners, instructors and teachers, collectors, curators, museum and guild directors, etc.
- 5.8. **CAO** – Means the City of Lacombe's Chief Administrative Officer.
- 5.9. **Citizen Representative** – Means a person appointed by Council that does not represent a specific organization.
- 5.10. **City** - Means the City of Lacombe.
- 5.11. **Curation** - Means the research and selection or acquisition of Art for a Public Art Collection and the overseeing of interpretation, display, and exhibition of the pieces.
- 5.12. **Conservation** – Means work done to preserve or repair architecture, paintings, drawings, prints, sculptures, and other art pieces to reverse or slow damage due to vandalism, environmental impacts, deterioration, and decay.
- 5.13. **Council** - Means the Mayor and Council of the City of Lacombe.

- 5.14. **Deaccession** – Means the removal of an object from the Public Art Collection through a formal process and may include disposition by sale or gift.
- 5.15. **Eligible Capital Project** - Is any capitalized municipal project, whether new construction or renovation, resulting in an amenity that is accessible to the public including bridges and streetscapes; buildings, recreation, and culture facilities; sports facilities, playgrounds, trails and sidewalks; and plaza and square developments, but explicitly excluding roads and their necessary appurtenances.
- 5.16. **Exhibition Space** – Is a designated area within a City-owned or leased property or other approved venues that are suitable for the display of Art.
- 5.17. **Lacombe Art Collection Committee** – Is a committee appointed by Council to manage the City's Public Art Collection in accordance with this Policy.
- 5.18. **Public Art** – Is any original work of Art or any numbered limited edition Art owned by the City that is or may be publicly displayed.
- 5.19. **Public Art Collection** – The body of Art owned by the City of Lacombe and catalogued as the Public Art Collection.
- 5.20. **Public Trust** - The obligation to preserve, develop, and manage the Public Art Collection on behalf of citizens.
- 5.21. **Qualifying Construction Budget** - The capitalized budget of an Eligible Capital Project including portions designated for design, contract project management, legal fees, and costs, environmental testing, construction, and finishing including landscaping, but excluding amounts for land acquisition costs, interest, advertising, and ineligible grant-funded portions.

6. ROLES AND RESPONSIBILITIES

6.1. Council

- 6.1.1. Adopts and supports this Policy.
- 6.1.2. Appoints Lacombe Art Collection Committee members per Section 7.
- 6.1.3. Provides funding for Public Art and Art Exhibition Spaces through the operating and capital budget approval processes.

6.2. Chief Administrative Officer

- 6.2.1. Advises Council on the development, implementation, and amendment of this Policy.
- 6.2.2. Ensures Administration complies with this Policy.
- 6.2.3. Reviews and approves amounts allocated for Public Art in Eligible Capital Projects.

6.3. Directors

6.3.1. Support compliance with the terms of this Policy.

6.4. Managers and Supervisors

6.4.1. Support compliance with the terms of this Policy.

6.5. Financial Services Division:

6.5.1. During the capital budget process, advises on the Qualifying Construction Budget of Eligible Capital Projects and the amount added for Public Art and notifies the Manager of Recreation & Culture Services of the funds available for Art in the year.

6.5.2. Supports oversight of asset management of the Public Art Collection.

6.5.3. Establishes and maintains the Art Bank, transfers funds into the Art Bank as per the Art Development Directive and makes Art Bank funds available when the Manager authorizes an expense.

6.5.4. At the request of the Lacombe Art Collection Committee, directs funds from the Deaccession and sale of Art to the Lacombe Arts Endowment Fund or the Art Bank.

6.6. Operations & Planning Division:

6.6.1. Adds one percent of the Qualifying Construction Budget of its Eligible Capital Projects, to the projects for Public Art.

6.6.2. Ensures exterior forms of artistic expression developed in the course of a project comply with existing municipal planning bylaws, policies, and regulations.

6.6.3. Updates the City's insurance policy following Art Acquisition or Deaccessions.

6.6.4. Assists as requested in the installation of Public Art and its interpretive enhancements

6.7. Community Economic Development Department:

6.7.1. Promotes Lacombe as a cultural community with an active Public Art Collection.

6.7.2. Assists to bring the arts and business communities together for shared opportunities in promotion, marketing, events, projects, sponsorship, and funding of Art.

6.7.3. Creates marketing materials for promoting awareness of and appreciation for the Public Art Collection.

6.7.4. Creates videos of Art commissions, Artists, installations, events, and exhibitions.

6.7.5. Promotes the Public Art Collection and cultural initiatives via social and other media.

6.8. Parks & Facilities Department:

- 6.8.1. Adds one percent of the Qualifying Construction Budget of its Eligible Capital Projects, to the projects for Public Art.
- 6.8.2. Assists as requested in the installation of Public Art and its interpretive enhancements.
- 6.8.3. On request, advises and assists the Committee in the maintenance needs of Public Art.

6.9. Recreation & Culture Department:

- 6.9.1. Oversees the support, orientation, and functioning of the Lacombe Art Collection Committee.
- 6.9.2. With the Committee, develops and follows best practices in the execution of all activities, including implementing the Art Collection 10 Year Plan, following administrative directives and procedures for Public Art and Exhibition Space.
- 6.9.3. With the Committee, maintains and manages the collection inventory, acquisition records, incident reports, condition reports, legal ownership documents and provenance, Artist biographies, location histories, and photographic images.
- 6.9.4. Reviews the capital budget to confirm the inclusion of budget for Public Art in Eligible Capital Projects and, where necessary, advises Administration on how to comply with this Policy when developing budgets for Eligible Capital Projects.
- 6.9.5. Manages Public Art projects funded through Eligible Capital Projects in collaboration with project managers, site supervisors, and consultants according to the Administrative procedures for Public Art.
- 6.9.6. Sits as a non-voting member of the Committee.
- 6.9.7. Reports to the Director of Community Services on the amounts, sources, and required uses of Art Bank funds and Eligible Capital Project allocations for Public Art.
- 6.9.8. Utilizes marketing and communications functions to promote awareness of and appreciation for the arts community and the Public Art Collection via social and other media.
- 6.9.9. Informs Operations & Planning of Public Art acquisitions or Deaccessions for insurance purposes.
- 6.9.10. Maintains a catalogue of the Public Art Collection.

6.10. City Employees

- 6.10.1. Comply with this Policy.

6.11. Lacombe Art Collection Committee

6.11.1. Fulfills their function as designated by their Terms of Reference.

6.11.2. Provides meeting minutes to City Administration.

6.12. Exhibiting Artists and Exhibition Suppliers

6.12.2. Complete the required forms to apply or register for Exhibition Space and follow procedures to exhibit.

6.12.3. Facilitate delivery, set up, and remove Art under the City agreements.

7. COMMITTEES TERMS OF REFERENCE

7.1. The Lacombe Art Collection Committee

7.1.1. Background:

In 2007, the City of Lacombe created a Public Art Collection Policy and established a Public Art Collection Committee, the purpose of which is to manage and maintain a Public Art Collection on behalf of the citizens of Lacombe. The Committee meets a minimum of two times per year or as needed for Public Art Collection projects such as a call to Artists and other Acquisitions, exhibition installations, Art rotations, etc.

Committee members with a conflict of interest related to the Acquisition or Deaccession of Art into or out of the Public Art Collection do not participate in the discussion of nor vote in any associated Committee motion.

7.1.2. Authority and Function:

While the Recreation & Culture Department oversees the City's Public Art Collection, the community-based Lacombe Art Collection Committee steers the management, growth, and use of the Collection. They execute Acquisitions, Deaccessions, Conservation, and Curation; develop Artist sub-collections; accept gifts of Art, and deploy City budgets for Art development. The Committee utilizes best practices and member expertise; the City contributes administrative support for this work.

The Committee's specific functions include:

1. Planning - Review, update, set goals, and work to achieve the mandate of the *Art Collection 10 Year Plan*.
2. Reporting / Accountability - Reports to the Manager of Recreation & Culture or designate, and fulfills the City's public trust as it relates to Public Art in Lacombe.
3. Collections Management: Develops and maintains the collections, exercises its responsibilities under the Art Development Policy and procedures relating to the care, handling, display, placement, and storage of Art.

4. Collections Documentation: Together with City Administration, maintains and manages the collection inventory, acquisition records, incident reports, condition reports, legal ownership documents and provenance, Artist biographies, location histories, and photographic images.
5. Art Conservation: Engages or consults a professional art conservator to provide assessments when necessary, and the conservator, technicians recommended by them, or City staff will treat, maintain, etc. the Art Collection.
6. Collection Growth: Following the Art Collection 10 Year Plan and utilizing donations and City budgeted funds, expand the Public Art Collection continuously.
7. Art Exhibition: Sets direction for and assists with an annual program of Art exhibition and events in municipal spaces and other approved venues, advises on the placement of un-sited Art from the Collection, and otherwise determines the placement of Public Art within the City.

7.1.3. Membership Composition and Terms

1. Three (3) Artists, Art Professionals, or members of the public interested in Public Art, as Citizen Representatives.
2. Until October 2020, two (2) members of the Arts Endowment Committee (including the Chairperson and the Councillor Representative), and after October 2020, one (1) member of the Arts Endowment Committee (the Chairperson).
3. After October 2020, one (1) Councilor Representative.
4. One (1) high school or post-secondary Art Student residing in the City or County of Lacombe.
5. One (1) delegate from the Lacombe and District Recreation, Parks, and Culture Board.
6. The City's Manager of Recreation & Culture or designate (non-voting).
7. The Member appointment term is three (3) years, with the option to be reappointed for one additional three-year term.
8. The Art Student's term is for a maximum of three years and is contingent on the student's enrollment in high school or a post-secondary institution.
9. The Art Student may apply for an additional three-year term as a Citizen Representative following the end of their student term, providing there is a position available.

7.2. The Arts Endowment Committee

7.2.1. Background:

In 2003 the City of Lacombe established a Cultural Development Reserve Fund to hold proceeds generated by the Palette Pleasers Café at the Lacombe Art Exhibit and Sale, and from an annual fundraising event for the arts. The volunteers organizing these two events were committed to the development of a fund that would provide a sustainable source of income for the advancement of the arts in Lacombe and Lacombe County.

Council endorsed establishing an endowed fund at the Red Deer & District Community Foundation, and the City transferred the balance from the existing fund into the new Arts Endowment Fund. The Committee meets at least twice per year or as required to accomplish its mandate, functions, and initiatives. Committee members with a conflict of interest related to the grant application from any individual or group, or the inclusion of Art or an Artist in any event, do not participate in the discussion of nor vote in any associated Committee motion.

7.2.2. Authority and Function:

While the Recreation & Culture Department oversees the Arts Endowment Fund, the community-based Arts Endowment Committee allocates the Fund's annual interest in grants to foster a vibrant and sustainable Arts community, and steers the fund growth. Art Endowment Committee grants develop literary, visual, and performing Artists, enriching the quality of life for residents of the City and County. The Committee grows the Endowment Fund through event proceeds, donations, legacy-giving, and sponsorships.

The Committee's specific functions include:

1. Review grant applications and approve grants.
2. Determine the maximum funding per applicant.
3. Fundraise to increase the Arts Endowment Fund balance, including hosting special events and promoting and marketing the Fund to donees, legacy-givers, and sponsors.

7.2.3. Membership Composition and Terms

1. Until October 2020, one (1) City of Lacombe Councillor and four (4) City of Lacombe or Lacombe County residents as Citizen Representatives; after October 2020, five (5) City of Lacombe or Lacombe County residents as Citizen Representatives; and
2. The City's Manager of Recreation & Culture or designate (non-voting).
3. The Member appointment term is three (3) years, with the option to be reappointed for one additional three-year term.

8. END OF POLICY

Signature of Mayor

Signature of CAO

COUNCIL POLICY



Date

Date

POLICY RECORD

Approval and Amendment History

Date of Council Meeting	Council Motion Number	Description

Review History

Date of Policy Owner's Review	Description/Action Taken or Required
August 10, 2020	Rescinds: 78/210.02 (12) Percent for Art 78/210.01 (15) Public Art Collection Policy 78/148.01 2017PO Art Exhibitions in Public Spaces

	CITY OF LACOMBE COUNCIL POLICY	
	ART EXHIBITIONS IN MUNICIPAL SPACES	
	Directive Number:	78/148.01 2017PO
	Effective By:	June 12, 2017
	Rescinds:	N/A
	Review Frequency:	Every 5 years
	Responsible Department:	Community Services
	Reference:	Public Art Collection Policy 78/210.01 (12) Public Art Collection Administrative Directive 78/210.03 (12)

PURPOSE OF THE POLICY

The purpose of this policy is to allow groups, organizations, schools or individuals to exhibit their artwork at the Lacombe Memorial Centre or other publicly accessible municipal spaces suitable for an art exhibition.

This policy provides guidance in the selection of exhibits, to inform the public about the principles upon which exhibits are arranged, and to encourage equitable utilization of exhibit areas by artists.

POLICY STATEMENT

Exhibitions provide visual enrichment and a welcoming environment to municipal facilities and also promote diverse educational and cultural experiences

An accessible exhibition space will:

- broaden horizons by presenting a wide range of art, collections or displays
- support community cultural and artistic activities
- increase public awareness and appreciation of the arts
- nourish intellectual aesthetic and creative growth

APPLICABILITY

City of Lacombe, Lacombe City Council, Lacombe Art Collection Committee.
This policy takes precedence over all other display / exhibition policies.

DEFINITIONS & ABBREVIATIONS

- **City**
 - o the City of Lacombe.
- **Council**
 - o Lacombe City Council.
- **Lacombe Art Collection Committee (LACC)**
 - o A committee mandated by City Council.
- **Exhibition Space**
 - o A designated area within a municipal property or within City leased property, which is determined to be suitable for the display of artwork.
- **Sub Committee**

- o Members of the public who have been selected or have volunteered to jury and assist with exhibitions in the Lacombe Memorial Centre

RESPONSIBILITIES

LACC

1. The LACC or sub-committee is responsible for coordinating a program of exhibitions for each calendar year.
2. The LACC or sub-committee organizes exhibitions by sending out a call for artists or inviting individuals to curate exhibitions. The LACC or sub-committee also considers exhibition proposals submitted by students, schools, as well as members of the public..
3. The LACC or sub-committee is responsible for evaluating proposals for exhibitions and making recommendations to the Executive Assistant for Community Services.
4. The Executive Assistant for Community Services (EA) is responsible for informing exhibitors that their proposal has been accepted. The EA or representative(s) of the sub-committee will meet with the artist/exhibitor to establish specific dates for installation and removal, and co-ordinate any activity related to the exhibition. An exhibit may be canceled at any stage if the exhibitors have not met the agreed upon conditions.
5. The LACC or sub-committee addresses any complaints about exhibitions. When deemed necessary, the LACC or sub-committee will forward complaints to the Executive Assistant for Community Services.

Exhibitors

1. Exhibitors are responsible for setting up their exhibits. This will usually be done within two days of the scheduled start of the exhibition. Assistance from an LACC or sub-committee member may be available.
2. Exhibitors are responsible for including gallery/archival standard labels and signage. The title of the exhibition should appear prominently. The LACC or sub-committee may provide some assistance.
3. Exhibitors are responsible for the dismantling of their exhibits. Exhibitions must be removed within two days after the end of the scheduled period of exhibition.
4. Exhibitors are responsible for providing proof of their own insurance for liability, theft and damage of exhibited artworks.
5. Exhibitors may not affix price tags to the works or distribute price lists in the building. Pieces may not be sold and removed during the exhibition.
6. Exhibitors will not involve the City of Lacombe in the sale of any exhibition pieces.

Original Signed

Mayor

June 12, 2017

Approval Date
(MMMM/DD/YYYY)

Original Signed

Chief Administrative Officer

June 12, 2017

Approval Date
(MMMM/DD/YYYY)

	City of Lacombe Public Art Collection Policy	
	Policy Number:	78/210.01 (12)
	Approval Date:	
	Effective By:	
	Supercedes:	78/012.01 (09, Res. # 09-091)
	Revision Date:	
	Review Date:	2017 and Every Five Years Thereafter
	Department:	Director of Community Services, Recreation & Culture Services Manager, Community Services Executive Assistant
	Reference:	Percent for Art 78/210.02 (12) Public Art Collection Administrative Directive

Purpose of Policy

The City of Lacombe will provide leadership and investment in the Arts, to support a diverse urban community that enjoys optimum social, economic and aesthetic elements. A community is enriched by artistic and cultural choices, making it a “place” where people choose to live, conduct business and invest.

A Public Art Collection representative of our local culture will serve as a foundation for collective memory, community continuity and social development. Citizens of Lacombe believe that public art contributes to the image and the spirit of their community. This policy will direct how the City will acquire, manage and maintain a public art collection on behalf of its citizens, thus building a legacy for arts and culture in Lacombe.

Policy Statement

Desired Outcomes

A public art collection is a community building tool that may foster:

- Equal opportunity for citizens to view, enjoy and learn about art.
- Public expression of enthusiasm of community spirit and social cohesion.
- Opportunity for Artists to advance their artistic expression.
- A sense of place, understanding the past, the present and future.
- Inclusiveness and consultation as it provides opportunity for various community stakeholders to come together (citizens, business, philanthropists, artists, municipal administration, service clubs, professionals).
- Tourism and hospitality.
- Development of social capital.
- Preservation and nurturing cultural diversity reflective of Lacombe's population.
- Rejuvenation of communities or neighborhoods.
- Economic competitiveness.

Applicability

Civic jurisdiction will include Lacombe City Council, Community Services, and Corporate Services

Definitions

Forms of Artist Expression

Arts: refers to the expression of ideas, the appreciation and the experiences through the fine arts. The arts can be enjoyed, experienced as an educational opportunity, as entertainment, as a hobby, as a profession. The arts include literary arts, performing arts and visual arts.

Literary arts are activities that involve the enjoyment of words and self-expression through works with the use of imagination and/or creativity.

Performing arts are activities that involve self-expression through dance and movement, drama and/or music.

Visual arts are activities that involve self-expression the creation of and appreciation of artistic objects.

Heritage refers to ideas, experiences and customs of Canadians or groups of Canadians that are passed on to future generations, and to the means of their preservation, recollection and expression of cultural diversity.

Types of Art

Portable Artwork of a scale appropriate for rotation through public spaces belonging to the City. The placement of portable works may not be stipulated as a condition of the gift.

Non-portable Works of a scale larger inappropriate for the portable collection and would require a semi permanent site.

Commissioned Works Specific works that are commissioned gifts to the City Public Art Collection.

Other

City refers to the City of Lacombe

Council refers to the Lacombe City Council

Lacombe Art Collection Committee (LACC) A committee mandated by City Council.

Responsibilities

Civic jurisdiction will include Council, Parks and Recreation, Tourism & Economic Development, and Planning Departments. Specific roles may include:

City Council

- Adopt the Public Art Collection Policy.
- Provide support through the budget process.
- Facilitate partnerships and champion the opportunity to participate and contribute.
- Provide direction to Administration on future art collection policies.

Community Services

Recreation & Culture Services

- Continued liaison with the Lacombe and District Recreation, Parks and Culture Board and the Lacombe Arts Endowment Fund.
- Develop administrative process and protocols.

- Provide administrative support.
- Oversee support and orientation of the Lacombe Art Collection Committee members.

Economic Development and Tourism

- Promote Lacombe as a community of art.
- Develop print material.
- Generate and market opportunity for links between the business and arts communities
- Promotes new “talent industries” associated with creative activities.

Parks

- Installation of outside art works.
- Maintenance and care of outside art works.

Corporate Services

Planning

- Ensure exterior forms of artists expressions comply with existing municipal planning bylaws, policies and regulations.

Finance

- Provision of adequate insurance coverage
- Oversight for asset management
- Establish the Art Bank
- Direct funds from the planned removal of artwork to the Lacombe Arts Endowment Fund.

Procedure

1. Collection Management and Maintenance of Public Art

The Public Art Collection will be legal property of the City, and oversight of the collection will be facilitated by Recreation and Culture Services. A community based committee, the Lacombe Art Collection Committee (LACC) will provide the actual work and processes related to management of the collection with administrative support from municipal administration. Specific functions to be facilitated include:

- a) Collection Management: This includes collection development, maintenance and enforcement of collection policy and procedures that address the care, handling, placement and storage of artwork.
- b) Collection Documentation: Collection inventory, acquisition records, incident reports, condition reports, legal ownership papers and histories, artist biographies, location histories and photographic images
- c) Art Conservation: A professional art conservator will be consulted and or hired to provide conservation assessments. Maintenance technicians appointed by the Art Conservator or the Conservator will perform treatments for the City's public art collection
- d) Expansion of the Collection: Develop opportunities for contributions to be added to the collection. Create a strategy to mentor emerging artists

2. Acquisition

Art may be donated, purchased, bequeathed or sponsored into the Public Art collection. Formal and informal invitations to submit pieces will be extended. All art pieces will be submitted to the LACC for curatorial guidance.

3. Lacombe Art Collection Committee Composition

The committee will be comprised of:

- a) Three (3) art professionals (active artists, gallery owners, art enthusiasts, professional instructors)
- b) Two (2) members of the Lacombe Arts Endowment Committee (one elected official & committee chair)
- c) One (1) Recreation and Culture Board member
- d) One (1) Recreation & Culture Manager or designate

Interested art professionals may apply to Council for appointment. Committee members will sit for a three year term with the option to be reappointed for one additional three year term. The committee will meet a minimum of two times per year, or as specific projects related to the art collection require.

LACC members who may be in a position for personal or financial gain from the acquisition of artwork may not participate in the allocation of funds

4. Lacombe Art Collection Committee Role

The LACC will manage the Art Collection Plan and will provide professional oversight based on best practices associated with the management and expansion of a public art collection. This will include:

Aquisition: Any object or collection of objects formally accepted in the art collection

Removal: An object that has been permanently removed from the collection through a formal process

Disposition: Objects that have been removed from the collection (discard or transfer of ownership)

Public Trust: Obligations to maintain and preserve the art collection on behalf of citizens.

Artist Inventory: Ongoing invitation and screening of artists and art works.

5. Art Works Selection Criteria

- 1. Artistic Quality: Strength of the concept, vision and craftsmanship of the artwork.
- 2. Context: The architectural, historical, geographical and or socio cultural context of the site.
- 3. Media; All art forms including disciplines and media that temporary or which survive only through documentation after the life of the piece has ended.
- 4. Longevity: The structural and surface soundness and inherent resistance to theft, vandalism, weathering and excessive maintenance or repair costs.
- 5. Public Safety: Meets City building, electrical other codes for safety.
- 6. Diversity: Artwork that is diverse in style, scale and media and ranges from experimental to established form; also refers to artists from assorted backgrounds and ranges of experience.
- 7. Feasibility: Artist's ability to successfully complete the work as proposed based on experience, durability of material, project budget, and timeline and city/county zoning/construction/design guidelines.
- 8. Duplication: Artwork is unique and an edition of one or is of a limited edition.

6. Placement of Art

Currently the public arts collection will be housed within the Lacombe Memorial Centre. When the collection exceeds the capacity of the LMC alternate locations within City buildings will be identified. Over time it is anticipated that as the collection grows, Council may consider expanding the collection to buildings outside of City Properties. (banks, government offices, community institutions etc).

Mayor

CAO

Council Policy

Steve Christie

Norma MacQuarrie

Date

Date

	City of Lacombe Percent for Art	
	Directive Number:	78/210.02 (12)
	Approval Date:	
	Effective By:	January 1, 2013
	Supercedes:	
	Revision Date:	
	Review Date:	2017 and Every Five Years Thereafter
	Department:	Director of Community Services, Recreation & Culture Services Manager, Community Services Executive Assistant
	Reference:	Public Art Collection Policy 78/210.01 (12) Public Art Collection Administrative Directive

Purpose of Policy

Improve the liveability and attractiveness of Lacombe; increase public awareness and appreciation of the arts; stimulate the growth of the arts and arts-related business, use public art to help meet urban design objectives of municipal developments; and to encourage public art in private developments through example.

Build a Public Art Collection.

Establish a process for the procurement and display of art within new and existing publicly accessible municipal properties.

Establish an Art Bank to hold funds for the conservation of public artworks in the Lacombe Public Art Collection.

Policy Statement

Public Art is considered to be a key component to the attractiveness and identity of a city; it demonstrates the character of communities; investment in the arts strengthens the local economy; and support for the arts is a reflection of a progressive municipality.

The City of Lacombe will dedicate 1% of qualifying construction budgets to cover the costs of implementing and developing the public art collection.

Approved public art will be displayed within or in close proximity to publicly accessible municipal property

Applicability

City of Lacombe, Lacombe City Council, Lacombe Art Collection Committee

Definitions

Artist A professional art-maker recognized by peers as such.

Art Bank An account set up by the City to hold donated or new construction funds for public art conservation and outreach programming and to fund the protection of The Lacombe Public Art Collection artworks not currently on public display

City refers to the City of Lacombe.

Council refers to Lacombe City Council.

One Percent of “Qualifying Construction Budgets” One percent (1%) of the qualifying construction budgets of a publicly accessible municipal project as determined in the Capital Budget Process.

Lacombe Art Collection Committee (LACC) A committee mandated by City Council.

Public Art Collection All Public Artworks recognized as being owned by the City of Lacombe.

Project Manager The individual responsible for the overall implementation of a building or construction project where a public artwork is to be included.

Public Area A space within a municipal property or within City leased property which is accessible to the public.

Public Art (Artwork or Public Artwork) Any original work of art that is accessible to the general public. Typically, the creation of a public artwork takes into consideration site and context as part of its process; the artwork can be functional, integrated or discreet to its site. Public art mediums can include, but are not limited to: sculpture, installation, paintings, drawings, prints, photography, multi-media projects, murals, mosaics, land art/earth works, or projects which incorporate design, architecture, or landscape architecture. An edition, multiples or series of artworks may qualify provided the run is limited and consistent with professional artistic standards. While it is recognized that architecture, interior design, and landscaping are artistic in nature and have artistic components, this policy defines public art as a distinct component of a building project that, while it may be integrated to its site, is created by a person engaged as an Artist or its creation is directed by an Artist.

Publicly Accessible Municipal Project (or % Project) Any municipal project, whether new construction or renovation, that will be accessible to the public, including road bridges, rail bridges, foot bridges, streetscape improvements, buildings, recreation facilities as well as park, plaza, and square developments.

Qualifying Construction Budget That portion of the total construction budget that is deemed to be appropriate for the inclusion of public art. (excludes equipment and furnishings)

Responsibilities

See Public Art Collection Policy 78/210.01 (12)

Procedure

1. City Council will approve budgets that allocate one percent (1%) of the qualifying construction budget of any publicly accessible municipal project (% project) for the procurement of art to be publicly displayed. Up to 20% of the total funds allocated for a public artwork generated by implementation of this policy or as a result of a gift to the Lacombe Public Art Collection will be reserved for conservation, maintenance, administration, interpretation and outreach related to the Lacombe Public Art Collection. The LACC will retain those funds in the Art Bank.
2. The Recreation & Culture Manager will:
 - a. Review the capital budget to confirm the inclusion of the Percent of Art component within eligible projects and where necessary, advise civic departments and agencies to comply with the Percent of Art Policy of City Council when budgeting;
 - b. Confer with the LACC on % projects;
 - c. Sit as a non-voting member of the LACC;
 - d. When required, mediate art selection discussions with the LACC and Civic Project Managers and their consultants;
 - e. Generally assist the LACC in the acquisition and removal of artworks, and administration of the City's Public Art programs.
 - f. Report to the LACC

Mayor
Steve Christie

CAO
Norma MacQuarrie

Date

Date

REQUEST FOR COUNCIL DECISION



SUBJECT: Airport Lease Agreement Amendment and New Schedule B
PREPARED BY: Deborah Juch, Director of Community Services
PRESENTED BY: Deborah Juch, Director of Community Services
DATE: August 10, 2020

FILE: 33/531

PURPOSE:

Presented for Council's consideration is Amendment No. 1 to the Airport Lease Agreement, providing for a new Schedule B: Airport Operating Agreement setting out a modest annual increase to Lacombe County's operating grant.

RECOMMENDED MOTION(S):

1. THAT Council approves Amendment No. 1 to the Airport Lease Agreement and its attached new Schedule B: Airport Operating Agreement, replacing Schedule B in the original Lease Agreement.

RELATED PRIOR MOTION(S):

(September 25, 2017) 33/531.01 17MO THAT Council approve the Airport Agreement as presented. 17-292.

EXECUTIVE SUMMARY:

The Lacombe Airport Committee, and Administration, recommend approval of Amendment No. 1 to the 25-year Airport Lease Agreement approved by Council in 2017. The amendment replaces Schedule B – The Airport Operating Agreement with a version that includes an annual increase to the Lacombe County airport operating grant of the prior year, equal to the May Alberta CPI.

This change will preserve the value of the County's contribution into the future. The revised Agreement also improves the airport budget and planning approval processes to allow the Lacombe Airport Committee time to review and make recommendations. The Lacombe Flying Club and Lacombe County have approved the amendment as presented. There are no immediate impacts on City service levels or finances. Strategic Plan goals support this recommendation, and no goals misalign.

ANALYSIS:

Background

Council approved the attached Airport Lease Agreement (the Lease) between the City and the Lacombe Flying Club (the Club) in September 2017 for a term of 25 years with an option to

REQUEST FOR COUNCIL DECISION



renew for another 25. The Agreement includes the "Schedule B - Airport Operating Agreement" (the Agreement) establishing the Airport as regional with Lacombe County (the County) funding support and involvement. The Agreement also creates the Airport Committee (the Committee) to advise the Club and both Councils on the Regional Airport annual operations, capital projects, and business planning.

Revision Process

In 2019 Administration noted that the 2017 Agreement did not provide for annual increases to the County's operating grant amount of \$10,000, causing concern for the long-term value of the contribution. The City's administrative delegate to the Committee brought the matter forward together with draft revisions and the necessary documentation to amend the Lease to allow for a replaced Agreement. In June 2020, the Committee approved the drafts attached today.

The main substantive changes to the Agreement will be found in the highlighted "Budget and Allocations" section. The County's contribution will be increased annually over the prior year's contribution by Alberta's May Consumer Price Index. Administration also included a few logistical improvements such as scheduling of business plan, capital plan, and operating budget approval processes, and a few grammatical/clerical fixes.

Service Level Impacts

There are no service level changes proposed and no impacts. However, if the parties do not approve the revised Agreement, the County funding value will erode over time, and one outcome may be future difficulties in Airport operations.

Financial Implications

None anticipated from approval. However, the term of the current Lease of this City-owned facility is 25 years, with an option to renew for another 25, so inflation will continuously erode the value of the County operating contribution if the parties do not approve an incremental increase at least equal to CPI. Eventually, to preserve the facility and service level, the City may be required to increase its share of airport operational funding.

Legislative Implications – Impacts on Current Agreements

The current Agreement approved in 2017 has not been amended to date. This Amendment No. 1 is numbered as a best practice, and all amendments should be tracked as part of records management to ensure that during any revision of the parent document, Administration incorporates all prior approved changes.

REQUEST FOR COUNCIL DECISION



STRATEGIC PLAN ALIGNMENT:

Approving the proposed Lease Amendment and new Operating Agreement aligns favourably with the following strategic goal(s):

- 4.1.2 Maintaining Relationships with Citizens and Regional Partners - To Support Positive Relationships with our Neighbours. *Review the required services to determine which can best be offered regionally and which should remain City-run.*

The recommended action does not misalign with any strategic goals.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

The Lacombe Airport Committee's review of the revised Operating Agreement achieves public participation to IAP2 Level 2 - Consult, as the majority of voting members are elected officials representing the ratepayers funding the facility. This report was posted online, and both the County and City Councils reviewed and discussed the proposed Amendment in an open public meeting (Level 1 - Inform). The substantive changes to the Agreement are minor; Administration does not recommend further public communications on the decision.

ALTERNATIVE MOTION(S):

1. THAT Council approves Amendment No. 1 to the Airport Lease Agreement and its attached new Schedule B: Airport Operating Agreement, replacing Schedule B in the original Lease Agreement; OR
2. THAT Council returns the matter of Amendment No. 1 to the Airport Lease Agreement and its attached new Operating Agreement to Administration with direction; OR
3. THAT Council accepts this request for decision as information.

ATTACHMENTS:

1. Airport Lease Agreement Amendment No. 1
-with attached Schedule B Airport Operating Agreement
2. Current Airport Lease Agreement
-with existing Schedule B Airport Operating Agreement

THIS AGREEMENT IS TO AMEND THE LEASE AGREEMENT DATED OCTOBER 1, 2017, MADE IN DUPLICATE, IS EFFECTIVE THIS ____ DAY OF AUGUST, 2020.

BETWEEN:

City of Lacombe
(hereinafter referred to as the "City" or "Lessor")

-and-

Lacombe Flying Club
(hereinafter referred to as the "Lessee")

(hereinafter referred to collectively as "the Parties")

WHEREAS by a Lease made on October 1, 2017 (the "original Lease Agreement"), the Lessor leased to the Lessee certain Lands described therein for the purpose of operating an Airport;

AND WHEREAS the Parties and Lacombe County executed an Airport Operating Agreement coincident with the original Lease Agreement and appended to it as Schedule "B", which formed part of the Lessee's obligations under the original Lease Agreement;

AND WHEREAS the Parties and Lacombe County now wish to amend the Schedule "B" Airport Operating Agreement;

NOW THEREFORE the Parties agree as follows:

1. **SCHEDULE "B" Airport Operating Agreement**, forming part of the original Lease Agreement, is removed entirely and replaced with a new Schedule "B" as attached to and forming part of this Amendment.
2. **IN ALL OTHER RESPECTS**, the original Lease Agreement is unchanged and remains in full force and effect.
3. **THIS AMENDMENT** becomes part of the original Lease Agreement and may be referred hereafter as, **"Lease Agreement Amendment No. 1"**.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first above written.

Signed this ____ day of August, 2020.

SIGNED, SEALED and DELIVERED
by:

CITY OF LACOMBE

Mayor City of Lacombe

CAO City of Lacombe

LACOMBE FLYING CLUB

Director Lacombe Flying Club

Director Lacombe Flying Club

Schedule B

AIRPORT OPERATING AGREEMENT

Dated the ____ day of August, 2020.

BETWEEN:

The City of Lacombe
(the "City")

- and -

Lacombe County
(the "County")

-and -

The Lacombe Flying Club
(the "Club")

(collectively, the "Parties")

Background

- A. The City is the registered owner of the Lands on which the Airport is located and has entered into a Lease of said Lands with the Club dated October 1, 2017 (the "Lease").
- B. The City has fostered the development of the Airport for the purpose of providing aircraft and flight service opportunities for the benefit and enjoyment of the public.
- C. The County recognizes the benefit of the Airport for its residents and has also fostered the development of the Airport and wishes to continue to do so; to that end the County's participation in this Agreement, aside from funding, will be through its participation in the Lacombe Airport Committee.
- D. The Club is a not-for-profit association formed to promote the benefits of civil aviation and has managed the Airport for the City since the 1960s. The Club originally owned the Lands and conveyed same to the City in a collaborative effort to benefit from grant opportunities available at that time.
- E. The Parties have entered into leases and agreements in the past with respect to the Airport and Lands.
- F. This Agreement, together with the Lease executed co-terminously on October 1, 2107 and any amendments thereto, supersede all previous agreements between the Parties with

respect to the Airport and the Lands and represents the entire agreement between the parties.

- G. The Parties have agreed that the Club will operate and manage the Airport and Lands in accordance with the Terms of this Agreement.

NOW THEREFORE, in consideration of the covenants, conditions and stipulations herein contained, **THE PARTIES HERETO AGREE AS FOLLOWS:**

Definitions

1. See **Attachment “1”**

Exclusive Use

2. In consideration of the undertaking of the Club to operate and manage the Airport and Lands, the City hereby grants the Club the exclusive right to use and occupy the Airport and Lands including the terms upon which the general public and the Club membership may access the Airport and Lands subject to the terms of the within Agreement.

Term

3. The Term of this Agreement shall commence on October 1, 2017 and expire on September 31, 2042, unless earlier terminated by the provisions of this Agreement.
4. Provided the Club is not in default under this Agreement, or if in default, is proceeding diligently to cure the default, the Club may renew this Agreement on the same terms and conditions for one additional term of twenty-five years, being October 1, 2042 to September 30, 2067. The Club shall exercise its right of renewal by delivering to the City a written notice of intent to renew six (6) months prior to the expiry of the Term.
5. This Agreement automatically terminates on the termination of the Lease.

Public Interest

6. The Club acknowledges that the Airport is intended for public use and therefore, the City and County have a fundamental interest in ensuring that the interests of the public are protected and to ensure public access to the Airport is not compromised. The City and County have chosen to enter this Agreement with the Club in order to promote civil aviation and accommodate air flight for the benefit of the City and County residents, businesses, and visitors. The Parties acknowledge the benefits of such an arrangement and their common objective to deliver quality community-oriented services and facilitate public access to, and to act as careful stewards of, the Airport.

Budget & Funding Allocations

7. The Club will present a draft annual operating budget, approved by the Lacombe Airport Committee in accordance with its Terms of Reference, to the City and County Councils for ratification by October 15 each year or before (see example in Attachment “3”).

8. The County will contribute an annual amount to offset the Airport operating costs equal to the prior year's contribution plus an amount for inflation based on the May Alberta Consumer Price Index, paid to the City by July 1 of each calendar year.
9. The City will contribute an annual amount to offset the Airport operating costs equal to the value of the municipal property tax assessment remitted by the Club in the year (exclusive of school and other tax levy amounts) to the Club together with the County annual contribution, by July 31 of each calendar year.
10. The City, County and Club will collaborate in applying for grants that may be available to support maintenance, operations, development and upgrading of Airport facilities.
11. The Club will present a ten (10) year capital plan, approved by the Lacombe Airport Committee in accordance with its Terms of Reference, to the City and County Councils for ratification by October 15 each year (see example in Attachment "2").
12. The City and County Councils will consider capital project and additional operating funding requests from the Club, outlined in written proposals or in the Club's capital plan, during the respective Council annual budget deliberation cycles.
13. Capital projects ratified by the Councils will be funded first by grants related to the project, with the remainder paid 50% by the City and 25% by each of the County and the Club.
14. The City will pay invoicing from approved projects upon receipt, in the same calendar year in which the work is completed unless otherwise approved by the Parties based on extenuating circumstances; and upon completion of the project, the City will invoice the County and the Club for their funding share.
15. Either the City or the County may revise or withdraw its funding commitments set out in sections 8, 9, and 13 with one (1) year's prior written Notice to the other Parties delivered by January 1 in any year.
16. Annual or project-based funding will be paid only when all conditions within the Agreement have been met.

Annual Review of Terms and Conditions

17. On an annual basis, the Parties will jointly evaluate the Airport operations and this evaluation may form the basis for negotiated modifications to this Agreement or a recommendation to each Council as necessary and appropriate to determine whether the Agreement continues to be in the best interest of the public. In the evaluation, the Parties will consider such matters as whether:
 - (a) unforeseen circumstances have arisen;
 - (b) the terms of this Agreement are working to the satisfaction of each Party; and

- (c) the terms of this Agreement continue to be in alignment with the then current governing policies of the City and the County.

Condition of the Airport Facility and Lands

- 18. The Club accepts the Airport and Lands in their current condition. The Club agrees that the City has not made any representation, warranty or undertaking about the condition or quality of the Airport or Lands or their sustainability or safety, including but not limited to environmental or health considerations.

Responsibilities of the Parties

- 19. The City, County and Club agree to form the Lacombe Airport Committee in accordance with the Terms of Reference set out in **Attachment “3”** to provide recommendations to the Parties on major decisions related to the operation, management and capital funding of the Airport, and in accordance with this Agreement.
- 20. The Club agrees, at its sole cost:
 - (a) to operate the Airport in such a manner that it is an attraction for citizens and businesses of the City and the County, and other visitors to the area;
 - (b) to operate, manage, develop, upgrade and maintain the Airport and Lands in accordance with the direction of the Lacombe Airport Committee to the satisfaction of the City, having regard to the funding commitments confirmed by the City and County;
 - (c) to ensure the Airport is available for use by the public at large, including the charging of any fees, as set in accordance with Section 27;
 - (d) to take proper care of the Airport and Lands as a careful and prudent owner would;
 - (e) to operate the Airport safely, efficiently and effectively and develop such Business Plans as are prudent for long and short-term operation of the Airport;
 - (f) to ensure and maintain access for emergency vehicles on and within the Lands;
 - (g) to ensure that the use or storage of any grease, oil, or sand interceptors, as may be required by any regulation or bylaw, be of such type and capacity as is approved by the Lacombe Airport Committee and that any such interceptors be readily accessible for cleaning and inspection;
 - (h) to meet its obligations under the Lease;
 - (i) to obtain all permits required to carry on the operation, maintenance or betterment of the Airport;

- (j) to manage the solicitation and administration of Hangar Agreements relating to Private Hangars, including ensuring that the terms and conditions of same are being observed at all times;
 - (k) to secure and pay for its insurance obligations, as required herein;
 - (l) to pay all taxes, including property taxes, which may from time to time be levied against the Airport and Lands or arising from the Club's use of the Airport and Lands;
 - (m) to provide, pay for, operate and maintain, as the case may be, all Utilities for the Lands, subject to any cost recovery under any Hangar Agreement relating to Private Hangars;
 - (n) to pay such other costs, expenses or charges for maintenance, operation or repair incurred by the City at the Club's request, or pursuant to a notice given under section 43;
 - (o) to provide annual operating budgets and a 10 year capital plan to the City and County Councils by October 15 of each year which have first been ratified by the Lacombe Airport Committee;
 - (p) not to carry on or permit to be carried on any activity in the Airport or on the Lands that is in contravention of the laws, bylaws, statutes, rules, orders or regulations of any Government Authority in force from time to time, nor any activity which would cause the cancellation of any insurance or the refusal of any insurer to give insurance required under this Agreement, or that would cause the City or County to fall into disrepute; and
 - (q) to remain in good standing at all times as a registered Club pursuant to the *Societies Act* of Alberta or any replacement legislation.
21. The Club shall provide immediate written notice to the City if the Club discontinues or intends to discontinue its operations, if it dissolves or intends to dissolve, becomes insolvent, or if it loses its status as a society.
22. The Club shall provide such information to the City as it may reasonably request from time to time including the status, operations, and membership of the Board of Directors, officials, staff and volunteers of the Club, and copies of the minutes of all Board of Directors' meetings.
23. The Club shall notify the City and County immediately of any inspections, decisions, claims or complaints related to the Airport or its operations, or on the Lands which could reasonably be expected to affect the City, County, or their reputation, such as regulatory or environmental complaints, insurance claims, and litigation.
24. The Club is responsible, at its sole cost and expense, for:

- (a) Procuring inspections the Airport and Lands;
 - (b) repairing, maintaining, upgrading and replacing any Chattels and Mobile Equipment used in the operation of the Airport, regardless of cost;
 - (c) providing all janitorial supplies, equipment and labour needed to maintain the Airport in a safe, tidy and clean condition;
 - (d) removing all refuse, including garbage and recyclables, from the Airport and Lands;
 - (e) not causing or permitting waste or damage to the Airport and Lands;
 - (f) maintaining a safe and accessible route on public access ways on the Lands in all seasons;
 - (g) replacing any part of the Airport or the Lands which is damaged or destroyed by the actions or omissions of the Club, its agents, employees, directors, contractors or those for whom the Club is responsible in law.
25. Subject to Section 24 above:
- (a) when a single, non-budgeted emergent maintenance or repair is needed which will cost more than \$5000.00, the Club may request cost sharing from the City and County Councils, who will evaluate the request and may, at their sole and individual discretion, fund or refuse to fund all or part of the request.
26. The Club must notify the City of any improvement or upgrade it wishes to make to the Airport or Lands, and shall obtain City approval prior to undertaking same.

Fee Structures

27. The Club shall use its reasonable best efforts to operate the Airport in such a manner that the Airport fees will remain competitive with those charged by other airports of its same size, capacity, and demand.

Employees

28. The Club shall develop and implement policies and procedures as per applicable legislation with respect to the recruitment, hiring, retention, compensation, and occupational health and safety of employees and volunteers of the Club.
29. The Club shall employ staff and volunteers as it deems appropriate to undertake its obligations set out in this Agreement and is solely responsible for all related matters including payroll and remuneration, leave approval, Workers' Compensation and insurance coverage, Health and Safety Management, discipline, and termination.

Security

30. The Club shall ensure it has reasonable policies and security measures in place to reduce the risk of trespass, fraud and other criminal or nuisance activities on the Airport and the Lands, including but not limited to exterior security lighting, building alarms, fencing, gates, and security cameras.

Safety

31. The Club shall ensure that proper and appropriate safety measures and precautions are implemented in respect of the Airport and Lands. Public safety concerns which are beyond the ability of the Club to manage shall be directed immediately to the City for investigation and follow-up.

Rendering Unfit

32. If any part of the Airport, at any time during the term hereof, is substantially damaged or destroyed and, as a result, in the reasonable determination of the City in consultation with the Lacombe Airport Committee, the Airport is rendered unfit for the Club's or the public's use, the Club shall close and secure the Airport.
33. The City shall not be responsible for any financial losses or damages claimed by anyone as a result of such unfit conditions and closure, unless the cause of such closure was caused or materially contributed to by the gross negligence, or willful misconduct of the City or its employees.

Advertising and Promotion

34. The Club shall be responsible, at its own expense, for all promotional material, operational material, signage and identification logos for the Airport and will install all signage in accordance with the terms of the Lease.
35. The Club agrees not to use any City branding, trademarks, or logos in Airport operations or on projects without first obtaining license by way of written consent from the City.

Prime

36. As Occupier and Lessee of the Airport Lands, the Club is Prime Contractor for Occupational Health and Safety and Worker's Compensation purposes.

Sponsorship

37. Subject to s. 38, the Club shall have the right, at its sole expense, to secure corporate or individual sponsorship, donations, or advertising for the purposes of funding operations, repairs, maintenance, upgrades, and development of the Airport and Club activities thereat.
38. Sponsorship of Airport improvements and activities is subject to the following:
 - (a) Sponsorship contracts, renewals thereof, and any material changes thereto require the prior written approval of the City;

- (b) the City reserves the right to require a sponsor enter into an agreement with the City; and
 - (c) the term of any sponsorship contract may not exceed the Term of this Agreement or its renewal thereafter, and all contracts terminate with termination of this Agreement.
39. The City reserves the right to require the Club suspend or discontinue any relationship or contract with a sponsor if, in the opinion of the City acting reasonably, the sponsor is not adhering to City bylaws or policies and the sponsor did not rectify its omission after notice.
40. The City shall not be responsible for any losses, claims or damages that may occur to the Club if the City exercises any of its rights contained within this Agreement including, but not limited to, not approving sponsorship opportunities or requiring discontinuance or suspension of any sponsorship contract.

Reporting

41. The Club shall report all significant safety incidents to the City within 24 hours of occurrence, and shall report all incidents involving loss or damage to property exceeding \$2,000.00 within 48 hours of occurrence.

Right of Inspection

42. At any reasonable time during the Term and upon receipt of 24 hours' notice from the City, the Club shall permit the City or its representatives to enter the Airport to:
- (a) check the state of repair and maintenance of the Airport;
 - (b) perform any work or operation usually carried out by the Club on the Airport;
 - (c) check whether the terms of this Agreement are being complied with; and
 - (d) exercise any of the rights of the City under this Agreement.
43. If in the City's determination, acting reasonably, that repairs or maintenance are required at the Airport and the Club has not effected the work within a reasonable time, the City may provide the Club with thirty (30) days' notice to effect the repairs and maintenance, failing which the Club agrees the City or its agents may effect the repairs or maintenance at the cost of the Club; and this provision is in addition to any other remedy the City has under any other Agreement with the Club.

Records Retention

44. The Club shall retain all records in accordance with any regulations relating to the *Freedom of Information and Protection of Privacy Act*, or such privacy legislation as is in place in the province of Alberta from time to time.

Indemnity & Insurance

45. The Club shall maintain comprehensive insurance coverage on property of every description and kind owned by it, or for which the Club is legally liable, or which is installed on the lands or considered leasehold improvements thereon, including but not limited to the Club's fuel storage and sale system, in an amount not less than the full replacement cost thereof from time to time; and the Club shall name the City of Lacombe and Lacombe County as additional named insureds for such coverage, and provide that the proceeds recoverable in the event of damage to such property shall be payable to the Club, City and County according to their proportionate interest therein. The City and County agree to make available such proceeds toward the repair or replacement of the insured property.
46. Further, the Club shall maintain third party liability insurance in an amount no less than \$2,000,000.00 per occurrence, against all sums which the Club may become obliged to pay as damages by reason of injury or death of persons or damage to or destruction of property in relation to any Club endeavour not covered under Aviation Commercial General Liability Policy. Such general liability insurance shall include the City of Lacombe and Lacombe County as additional insureds, and contain a provision for cross-liability severability of interest as among the Club and the City and the County.
47. Further, the Club shall, at its own expense, including for the cost of deductibles, arrange for and maintain throughout the Term a Standard Owner's Form Automobile Insurance Policy for all vehicles owned by the Club and all vehicles used in connection with the Club's operations, including third party liability coverage with a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence exhaustive of interest and costs, or such higher limits as the City, acting reasonably, may from time to time require.
48. The Club shall provide proof of insurance to the City upon demand, within five (5) business days of such a request, and failure of the Club to provide proof of insurance within that time is a default of the terms and conditions of this Agreement.
49. The City as the registered owner of the Lands will insure the Airport assets against property damage under its municipal insurance policy, for which the Club shall not be included as an insured in any capacity. The City also maintains an Aviation Commercial General Liability Policy in force under the Alberta Municipal Airport Operators Master Policy, under which both the City and the Club are named insureds and Lacombe County identified as an additional insured.
50. Private Hangars are excluded from the City's insurance policies. Insurance against property loss is the sole responsibility of the registered hangar owner, but in accordance with the Lease, all Private Hangar Owners shall be required to place and maintain general liability and property damages insurance, including personal liability, contractual liability, and tenants' legal liability, written on a comprehensive basis with coverage of \$1,000,000.00 for any one occurrence or claim, and including the Lessor and Lessee as additional insureds.

51. The Club shall at all material times indemnify, defend, and save harmless the City of Lacombe and Lacombe County and their respective employees, agents, and officers from and against any and all claims, losses, costs, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the execution of this Agreement or any action taken or things done, by virtue of or the exercise in any manner of rights arising hereunder, except for claims for damage resulting from the negligence of any employee, agent, or contractor of the either of the City or the County.

Default by Club

52. The City reserves the right at its exclusive option to immediately and without further notice, terminate this Agreement without incurring liability of any kind, and to re-enter the Airport and Lands, in the following circumstances:
- (a) the Club fails to maintain its non-profit status under *The Societies Act*;
 - (b) the Club fails to meet any of the financial obligations under this Agreement;
 - (c) the Club abandons the Airport;
 - (d) the Club breaches any of its obligations under the Lease;
 - (e) the Club becomes bankrupt or enters into an agreement for the benefit of its creditors, enters into liquidation, or is forced or voluntarily enters receivership;
 - (f) the City becomes aware of fraudulent or criminal activity by the Club, its employee(s) or volunteer(s) which in the opinion of the City may have an adverse effect on the City's reputation or the performance of this Agreement;
 - (g) the Club assigns the Agreement without the required written consent; and
 - (h) a member of the Club Executive breaches the conflict of interest provisions of the bylaws of the Club and the Club fails to terminate that Executive Member's appointment to the Executive within a reasonable period following the discovery.
53. When there is any other breach of the terms and conditions of this Agreement, the City may at its exclusive option deliver a notice of the breach to the Club giving the Club ninety (90) days to remedy the breach. Should the Club fail to remedy the breach set out in the notice within the allotted time, the City will be at liberty to, but shall not be obligated to, terminate the Agreement without prejudice to any other rights the City may have pursuant to the Agreement, law, equity or otherwise. The Club may request a reasonable extension of the time to remedy the default which may or may not be granted at the City's sole discretion.

Force Majeure

54. In the event either Party is delayed or unable to perform any part of its obligations under this Agreement due to a breach of this Agreement by another Party or by labour disputes, strikes, walkouts, fire, unusual delay by common carriers, unavoidable catastrophe, or

circumstances of any kind beyond the control of such Party, including, without restricting the generality of the foregoing, acts of God, fire, war, governmental regulations or otherwise, such Party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered or delayed by such causes. Upon the occurrence of such an event, the affected Party shall notify the other Party of same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the Party delayed, hindered or prevented from performing any part of its obligations be liable to the other Party for any damages, howsoever sustained by the other Party, or for any failure to perform any act, or for non-performance of any obligations due to these circumstances during the event.

Dispute Resolution

55. All claims, disputes and other matters arising out of this Agreement or relating to a breach may, upon the agreement of the City and Club be referred to either:

(a) Mediation – a voluntary, no risk, non-binding process bringing about a resolution; or

(b) Arbitration – be referred to a single arbitrator under the *Arbitration Act*, RSA 2000, c. A- 43, as amended (the “Act”), and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the referring parties. If the referring parties are not able to agree on an arbitrator, the Alberta Court of Queen’s Bench shall select one, upon the application of either Party. All costs associated with the appointment of the arbitrator and the arbitration shall be shared equally unless the arbitrator determines otherwise in accordance with the Act.

57. In the event that the claim or dispute relates to the implementation of a recommendation by the Lacombe Airport Committee or to funding, the County shall be read into clause 56 as a Party able to agree to mediation, or arbitration, as the case may be.

Termination Consequences

58. Termination of this Agreement automatically terminates the Lease.

59. On termination, the Club shall yield up the Airport and Lands in good condition to transfer any ownership of any Chattels or Mobile equipment necessary to operate the Airport to the City.

Notices and Communications

60. Any notices or other communications required or permitted to be given pursuant to this Agreement will be in writing and will be either personally delivered, sent by prepaid registered mail or sent by electronic mail to the other party at the following addresses:

THE CITY OF LACOMBE:

5432-56 Avenue, Lacombe, Alberta
T4L 1E9

Attention: Chief Administrative Officer

LACOMBE FLYING CLUB:

3910-63 Avenue, Lacombe, Alberta
T4L0E9

Attention: President

THE LACOMBE COUNTY

RR #3, Lacombe County, AB T4L 2N3

Attention: Chief Administrative
Officer

61. If notices are sent by mail, they are presumed to be received on the seventh (7th) day after posting. If notices are delivered or sent by electronic mail, they are presumed to be received on the next business day after they were delivered or sent by electronic mail. Any of the parties may change its address for service by notice to the other two Parties.

Additional Terms and Conditions

62. Nothing in this Agreement may be construed as creating a relationship of employer/employee, principal/agent, partners or joint venturers between the Parties. This Agreement does not signify the City of Lacombe's nor the Lacombe County's endorsement of the Club.
63. This Agreement, or any rights contained herein, shall not be assigned to another party without the written consent of the City. Such consent shall be at the City's sole discretion.
64. Unless otherwise expressly set out herein, this Agreement may be amended in writing by the mutual consent of all Parties.
65. This Agreement is governed by the laws of Alberta.
66. Notwithstanding the termination or expiry of this Agreement, the Club acknowledges that information and records compiled or created under this Agreement which are in the custody of the Club are subject to the *Freedom of Information and Protection of Privacy Act*. If a request is received for any of these records, the Club shall forward the information and records, at the Club's expense, to the City or County as the case may be within five calendar days of an official notification by either municipality.
67. This Agreement and the Lease, read as a whole, set forth the Parties' rights, responsibilities, and liabilities with respect to the use and operations of the Airport and Lands, with the terms of this Agreement intended to augment the terms of the Lease. In this Agreement and the Lease, and as between them, specific provisions prevail over general provisions. In the event of a direct conflict between a provision in this Agreement and a provision the Lease, this Agreement shall take precedence.

68. Should any term or portion of this Agreement be found to be invalid or unenforceable, the remainder shall continue to be valid and enforceable.
69. Time is of the essence.
70. This agreement shall inure to the benefit and shall be binding on all respective heirs, successors, and permitted assignees.

The Parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

In the absence of a corporate seal, the "**Affidavit Verifying Corporate Signing Authority**" and the "**Affidavit of Execution**" attachments shall be completed in full.

THE CITY OF LACOMBE

NAME & TITLE

NAME & TITLE

LACOMBE FLYING CLUB

NAME & TITLE

WITNESS:

NAME & TITLE

WITNESS:

LACOMBE COUNTY

NAME & TITLE

NAME & TITLE

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____, of _____, in the Province of Alberta,
(insert name of officer) (insert place of residence of the officer)

MAKE OATH AND SAY THAT:

1. I am an officer of the **Lacombe Flying Club**, named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN/AFFIRMED before me at the City)
of _____, in the Province of Alberta, this)
____ day of _____, 20____.) (Signature of officer)
_____)
_____)
A Commissioner for Oaths in)
and for Alberta)

AFFIDAVIT OF EXECUTION

CANADA) I, _____ of the _____ of)
)
PROVINCE OF ALBERTA)
)
)
TO WIT) MAKE OATH AND SAY:

1. I was personally present and did see _____, named in the annexed instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said _____ and **he/she** is, in my belief, of the full age of eighteen years.

SWORN/AFFIRMED before me at the City)
of _____, in the Province of Alberta, this)
____ day of _____, 20____.) (Signature of witness)
_____)
_____)
A Commissioner for Oaths in)
and for Alberta)

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____, of _____, in the Province of Alberta,
(insert name of officer) (insert place of residence of the officer)

MAKE OATH AND SAY THAT:

1. I am an officer of the **Lacombe Flying Club**, named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN/AFFIRMED before me at the City)
of _____, in the Province of Alberta, this)
____ day of _____, 20____.) (Signature of officer)
_____))
_____))
A Commissioner for Oaths in)
and for Alberta)

AFFIDAVIT OF EXECUTION

CANADA) I, _____ of the _____ of)
))
PROVINCE OF ALBERTA) _____, in the Province of Alberta,)
))
TO WIT) MAKE OATH AND SAY:

1. I was personally present and did see _____, named in the annexed instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said _____ and **he/she** is, in my belief, of the full age of eighteen years.

SWORN/AFFIRMED before me at the City)
of _____, in the Province of Alberta, this)
____ day of _____, 20____.) (Signature of witness)
_____))
_____))
A Commissioner for Oaths in)
and for Alberta)

ATTACHMENT “1” Definitions

In this Agreement, including the Background, the following words shall have the following meanings:

Airport and Improvement:

- (a) **“Airport”** means the main terminal and all ancillary buildings, lighting, taxiways, runways, and other improvements, excepting Private Hangars;
- (b) **“Alberta Consumer Price Index”** is the indicator of changes in consumer prices in Alberta, published by the government of Alberta and obtained by comparing, over time, the cost of a fixed basket of goods and services purchased by consumers;
- (c) **“Audited Financial Statement”** means an Audited Financial Statement of the Club (including, but not limited to, the Grant) from a professional accountant independent of the Club, in accordance with generally accepted accounting principles. The Audited Financial Statement must be approved by the board of directors of the Club and signed by two or more directors of the Club;
- (d) **“Betterment”** and **“Upgrade”** mean work that increases previously assessed performance, enhances service capacity, lowers operating costs or extends the useful life of an asset;
- (e) **“Capital Asset”** means an asset having an expected life of more than one year, but does not include Chattels and Mobile Equipment or trade fixtures;
- (f) **“Capital Project”** means the acquisition, construction, development, Betterment or Rehabilitation of a Capital Asset. To be considered under City or County capital funding requests a project must exceed a minimum threshold of \$5,000.00;
- (g) **“Chattels and Mobile Equipment”** means moveable property that is not land or permanently attached to land or a building;
- (h) **“City Council”** means the elected Council of the City of Lacombe;
- (i) **“County Council”** means the elected Council in the Lacombe County;
- (j) **“Government Authority”** means any federal, provincial, municipal or other governmental body, agency, tribunal or authority;
- (k) **“Hangar Agreements”** are subleases entered into between the Club and third parties for storage of aircraft.

- (l) **“Health and Safety Management System”** means the process, put in place by the Club as an employer, to minimize the risk of employee injury and illness. This is accomplished by identifying, assessing and controlling risks in workplace operations;
- (m) **“Improvements”** means any repairs, replacements or alterations on or in the Airport and includes any amenities, landscaping, permanent equipment, structures, storage units, buildings, lighting; asphalt, fixtures, servicing or anything that affects the structure or operation of the mechanical systems of any of the same; but excludes Private Hangars.
- (n) **“Lacombe Airport Committee”** means the joint committee including a member and alternate from each Party, along with a member at large (from either the City or the County), and two non-voting administrative members (one from each of the City and the County), who will oversee and provide recommendations to the Parties on major decisions related to the operation, management and capital funding of the Airport in accordance with the Terms of Reference attached.
- (o) **“Lands”** means lands identified as:
 PLAN 7621329
 LOT 1
 CONTAINING 11.29 HECTARES (27.91 ACRES) MORE OR LESS
 EXCEPTING THEREOUT:
- | | HECTARES (ACRES) MORE OR LESS | |
|-------------------------------|-------------------------------|------|
| A) PLAN 7822809 – ROAD | 0.33 | 0.81 |
| B) PLAN 0326097 - SUBDIVISION | 1.821 | 4.50 |
- EXCEPTING THEREOUT ALL MINES AND MINERALS
- and
- PLAN 8320722
 LOT 2A
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 15.9 HECTARES (39.41 ACRES) MORE OR LESS
- (p) **“Lease”** the Lease entered into between the City of Lacombe and the Lacombe Flying Club dated October 1, 2017;
- (q) **“Private Hangars”** means a structure designed and constructed for the purpose of housing, maintaining, and repairing aircraft.
- (r) **“Utilities”** means the provision of electricity, gas, water, sewer, telecommunication, cable and any other rates or services assessed in connection with the use and occupancy of the Lands.

**Attachment “2”
Ten Year Capital Plan**

DRAFT

SCHEDULE “3”

Lacombe Airport Committee Terms of Reference

Purpose

The purpose of the Lacombe Airport Committee (the Committee) is to ensure the continued successful operation of the Lacombe Airport (the Airport) by providing recommendations to the City, County and the Lessee (the Parties) on major decisions related to the operation, management and capital funding of the Aerodrome.

Scope

The Committee will:

- Develop and recommend a work plan for implementing the recommendations set out in the Lacombe Municipal Aerodrome Feasibility Study (February 3, 2016), and once approved, implement the work plan
- Develop and recommend a tri-party agreement relating to the operation and funding of the Airport
- Review and recommend annual operating budgets
- Develop and recommend annual capital budgets
- Develop and recommend a long-range capital plan
- Act in an advisory capacity to the Parties on all matters referred to it

Membership

The Lacombe Airport Committee will be comprised of:

- One City of Lacombe Councillor representative and one alternate
- One Lacombe County Councillor representative and one alternate
- One Lacombe Flying Club representative and one alternate
- One Member-at-Large (resident of the City of Lacombe or Lacombe County)
- One Administrative representative from both the City and County (non-voting)

Chairperson and Vice-Chairperson

The Committee will appoint a Chairperson and Vice-Chairperson at its first meeting following the approval of the Committee’s Terms of Reference by the Parties, and annually following the City and County Council organizational meetings.

Decision Making

Each of the Parties, and the member at large, are entitled to one vote on each matter presented at Committee meetings.

All decisions of the Committee will be made by simple majority. A tied vote is a defeated vote.

Any decision of the Committee is not binding until it is approved by individual resolutions of the Parties.

Meetings

The Committee will meet on a quarterly basis on the third Friday of September, December, March and June. All meetings as required by business matters will be at the Lacombe Airport and will commence at 9:00 a.m. Additional meetings may be scheduled by the Committee and/or at the discretion of the Chairperson.

Term

The Committee will remain in place until disbanded by the Parties.

Reporting

The Committee will provide the Parties with the minutes of each meeting within one week of the meeting.

Administrative Support

The City and the County will each appoint one staff member to provide administrative support to the Committee.

Note taking of Committee meetings shall be the responsibility of the City and County in alternating two-year terms.

Schedule C

LACOMBE FLYING CLUB HANGAR LEASE AGREEMENT

Agreement made this 3rd day of _____, 20____

BETWEEN:

LACOMBE FLYING CLUB
(Hereinafter called the **Lessor**)
of 3910 – 63 Avenue, Lacombe, Alberta T4L 1V6

and

(Hereinafter called the **Lessee**)
of:

(address)

RE: Hangar # _____

The Lessee acknowledges that the owner of the airport in Lacombe is the City of Lacombe who leases the airport to the Lacombe Flying Club.

In consideration of the rentals payable hereunder, and the various obligations and covenants to be performed hereunder, the parties hereto agree as follows:

PREMISES

1. The Lessor hereby grants to the Lessee the right to use that “lot”, **outlined in red in the sketch, a copy of which is attached hereto and initialed by the parties, (herein referred to as “demised premises”)**, situated on the portion of Lot 1, Plan 7621329 and Lot 2, Plan 8320722, commonly referred to as Lacombe Regional Airport, for the construction of a hangar (or if a hangar already exists) and use of that hangar and lot for the primary purpose of storage of aircraft. The use of that hangar and lot must comply with the City of Lacombe Land Use Bylaws and with the terms and conditions of this Lease, and attached Schedule A, which is included and incorporated herein and forms part of this Lease, and all rules of the Lacombe Flying Club.

TERM

2. The Lessee shall be entitled to have and to hold the demised premises for and during the term of one (1) year, to be calculated from the first day of _____, 20__ to the last day of _____, 20__.

RENEWAL

3. If at the end of the term hereby created, the lessee is not in arrears in the payment of rent and is not in substantial and continuing breach of the Lease and so long as the Lacombe Flying Club has a lease with the City of Lacombe, the within Lease shall be extended for a further period of one (1) year upon the same terms and conditions, and shall be further renewed thereafter from year to year, subject to written notice of termination by the Lessee only provided to the Lessor not less than two months in advance of the term hereby created, or before the end of any subsequent lease year as the case may be provided the Lessee is not in substantial and continual breach of this Lease, then the Lessor cannot terminate this Lease.

RENT

4. The Lessee shall pay annually to the Lessor for the demised premises for each year of the term hereof, the amount invoiced by the Lessor as Hangar Lease Fee.

TAXES AND UTILITIES

5. The Lessee agrees to pay all property and local improvement taxes which may be charged or levied against the demised premises during the term of this Lease. The Lessee agrees to pay all charges for electricity, heating and all other charges and rates which may be assessed or chargeable to the demised premises as and when the same become due and payable.

NEGLECTING TO PAY RATES AND CHARGES

6. If the Lessee neglects or omits to pay any of the said rates or charges, the Lessor may pay them and charge them to the Lessee, who agrees to pay the same to the Lessor forthwith as additional rent and the Lessee agrees that the Lessor shall have the same remedies and may take the same steps for recovery of the said rates and charges as the Lessor might take for the recovery of rent in arrears.

APPEALING ASSESSMENT

7. Upon receipt of the notice of assessment from the City of Lacombe, the Lessor shall promptly forward to the Lessee the amount of assessment levied by the City of Lacombe upon the demised lot herein in order to permit the Lessee to appeal the assessment within the time prescribed.

MANNER OF AND PLACE OF PAYMENT

8. The Lessee covenants with the Lessor to pay the rental and all other sums payable herein at the times and in the manner specified. All rent and other payments, payable under this Lease are to be paid to the Lessor at 3910 – 63rd Avenue, Lacombe, Alberta, T4L 1V6, or such other place as the Lessor may from time to time in writing designate.

MAINTENANCE

9. The Lessee shall keep the grass cut on the demised premises, and shall maintain the grounds generally. All hangars shall have doors shielding the interior from public view. If the Lacombe Flying Club Executive, or its representative, deems the condition of the hangar unsafe and imposes an immediate danger to persons and/or property, then the Lessor

has the right to rectify the condition at the Lessee's expense. If the condition of the hangar does not appear to the Lacombe Flying Club Executive to pose an unsafe and immediate danger to persons and/or property, but that condition may in the future, and if time permits, the Lacombe Flying Club Executive, or its representative, will contact the Lessee in order to permit the Lessee to rectify the condition within 90 days. If the condition is not rectified by the Lessee within 90 days, the Lessor may do so at the Lessee's cost.

CONSTRUCTION OF HANGAR

10. Any hangar or other structure erected upon the demised premises by the Lessee or his predecessor shall be constructed in accordance with this Lease and the requirements of the City of Lacombe, or as amended from time to time.

SIGNS, ETC.

11. The Lessee shall not construct, erect, place or install on the outside of the building or on the demised premises any poster, advertising sign, display or antenna, without first obtaining the consent of the Lessor.

LIENS

12. The Lessee shall not permit any lien or other charges to be filed or registered against the said lands, the Lessors' buildings, or any fixtures or improvements on the demised premises by reason of work, labour, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding any interest in any part thereof through or under the Lease. If any such lien shall at any time be filed or registered, the Lessee shall procure its discharge within twenty-one (21) days after the lien has come to the notice or the knowledge of the Lessee. The Lessor may, but shall not be obliged to obtain a discharge of any lien filed or registered at any time if in the Lessor's judgment the said lands or the Lessors' buildings or any part thereof or the Lessee's interest therein becomes liable to any forfeiture or sale or otherwise in jeopardy, and any amount paid by the Lessor in so doing, together with reasonable costs and expenses of the Lessor, shall be reimbursed to the Lessor by the Lessee on demand together with interest at the rate of fifteen (15 %) per cent per annum from the date incurred until paid, and may be recovered as rent in arrears. Nothing herein contained shall preclude the Lessee from discharging any lien through the appropriate proceedings which preserve the Lessee's right to afterwards contest the validity of such lien.

USE OF PREMISES

13. Use of the hangar and lot is for the primary purpose of storage of aircraft. The use of that hangar and lot must comply with the City of Lacombe Land Use Bylaws and with the terms and conditions of this Lease which are included and incorporated herein and form part of this Lease, and with any rules of the Lacombe Flying Club.

TRANSFERAL OF HANGAR

14. The Lessee shall not transfer ownership of any hangar or other structure erected upon the demised premises without the consent of the Lessor, except if it is to be removed from the said premises in accordance with sections 18-20, below, inclusive.

NUISANCE

15. The Lessee will not commit, permit, or carry on a nuisance in or about the demised premises.

INCREASE OF INSURANCE RATES

16. In the event of insurance rates of the Lessor or the City of Lacombe, or either of them is increased by reason of things brought onto the demised premises or the extraordinary nature of the Lessee's business, the Lessee shall pay to the Lessor as additional rental forthwith upon demand the amount of the increase. If any insurance policy upon the said building or any part thereof shall be cancelled or is in the process of being cancelled by reason of the use or occupancy by the Lessee, the Lessee shall forthwith remedy or rectify such use or occupation upon being requested by the Lessor to do so.

LAWS

17. The Lessee shall not suffer, permit, or commit any waste or nuisance. The Lessee covenants with the Lessor that the Lessee will observe and fulfill the lawful conditions and requirements of all statutes, orders in council, by-laws, rules and regulations, municipal, parliamentary or otherwise, now or hereinafter enacted which in any manner relate to or affect the demised premises or the use thereof including the condition, maintenance, use or occupation of the demised premises, or any equipment located therein, and to indemnify and save harmless the Lessor from any costs, charges, or damage to which the Lessor may be put or suffer by reason of the breach of any such statutes, orders in council, by-laws, rules and regulations, and further that if the Lessor is put to any such expense and is not reimbursed forthwith by the Lessee, then the Lessor may recover the same in the same manner as rent in arrears.

ARREARS

18. Any hangar or other building or other structure erected upon the demised premises shall not be removed at any time when rent thereon is in arrears.
19. Subject to paragraph #18, during, or at the conclusion of the within term of this agreement, or of any extension or renewal thereof, the Lessee shall have the right to remove any hangar or other building or other structure erected on the demised premises, and the Lessee shall remove all debris and shall restore the demised premises generally to the condition in which they were at the date hereof, or as near the said conditions as is reasonably possible.
20. If the rent and taxes of the demised premises, or either of them, and/or and any other amounts owing to the Lessor, and/or any fuel purchase invoice sent to the Lessee, shall be in arrears for two years in total, the ownership of any hangar or buildings or other structures erected on the demised premises shall pass to the Lessor.

SUB-LEASE

21. The Lessee acknowledges that he/she is aware of the fact that the Lessor holds the within described lands under a lease from the City of Lacombe, and that if the said lease should be terminated by the City of Lacombe, the within lease would also be terminated thereby. The

Lessor shall use its best endeavour to carry on its operations in such a manner that the City of Lacombe does not have cause to terminate the said lease.

ADDITIONAL OBLIGATIONS

22. The Lessee covenants that:

- (1) The Lessee will not in any significant manner interfere with the rights of the Lessor, or with the rights of any other Lessees of the Lessor, in regards to the remaining portions of the said lands;
- (2) The Lessee will not allow any refuse, garbage or other loose or objectionable material to accumulate in or about the demised premises. The Lessee shall ensure that garbage is kept in proper containers, and;
- (3) The Lessee will vacate the demised premises at the expiration or termination of the tenancy.

QUIET ENJOYMENT

23. The Lessor covenants with the Lessee that upon the Lessee paying the rent hereby reserved and performing and observing the Lessee's covenants and agreements herein contained, the Lessee shall and may peaceably possess, occupy and enjoy the demised premises for the term hereby granted.

INDEMNIFICATION

24. The Lessee will indemnify and save harmless the Lessor of and from all claims and expenses of any kind or nature which the Lessor may become liable for or suffer by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision hereof or by reason of any injury occasioned to or suffered by any person or persons or any property by reason of any act, neglect or default on the part of the Lessee or any of its employees, agents, independent contractors, invitees, licensees or trespassers.
25. If the Lessor should without fault on its part be made a party to a litigation commenced by or against the Lessee, the Lessee shall indemnify and save harmless the Lessor from and against any and all claims or liability resulting from such litigation, and shall pay all costs, expenses and legal fees incurred and paid by the Lessor in connection with such litigation, including but without restricting the generality of the foregoing, costs on a solicitor and client basis.
26. The Lessor shall not be liable in any way for any loss, injury or damage caused to any person or persons or for loss of or damage to any property belonging to the Lessee or to employees, agents, invitees, or licensees of the Lessee while such person or property is in or about the demised premises, including (without restricting the generality of the foregoing) any injury to persons or loss of or damage to any such property caused by theft or break-in.
27. The Lessor shall not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents, or any person not employees or agents of the Lessor, or for damage caused by the construction of any public or quasi-public works,

and in no event shall the Lessor be liable for any consequential or indirect damages suffered by the Lessee.

28. The Lessor shall not be liable for any damage or injury caused by anything done or omitted to be done by the Lessee (whether required by this lease or not) or for any other loss whatsoever of the Lessee with respect to the demised premises.
29. All property of the Lessee kept or stored upon the demised premises shall be so kept or stored at the sole risk of the Lessee, and the Lessee hereby releases the Lessor from any and all liability for any claims whatsoever arising out of damage to, loss of or theft of such property including any and all claims in subrogation by any insurer of the Lessee, unless such damage or loss is caused solely by the willful act or gross negligence of the Lessor, its employees, agents, servants, or contractors.

ASSIGNMENT AND SALE AND SUBLET

30. The Lessee agrees with the Lessor that the Lessee shall not assign the Lease. Prior to and as a condition to the sale of the hangar, the proposed purchaser must be approved by the Lacombe Flying Club and, if approved, a new lease agreement must be signed by the new owner. Until the Lessor has consented in writing to the sale of the hangar and until the new purchaser has signed a new lease agreement with the Lessor, the Lessee shall remain liable to the Lessor for the full payment of rent and performance of the Lessee's other obligations under this lease.
31. The Lessee shall not sub-let or part with possession of the demised premises or any part thereof (for the term granted or any part thereof) without the consent in writing of the Lessor, such consent by the Lessor not to be unreasonably withheld. In any event, because in this situation it is not a sale of the hangar, the Lessee shall remain liable to the Lessor for the full payment of rent and performance of the Lessee's obligations under this lease.

CAVEATS

32. It is distinctly understood and agreed that the demised lands are not the subject of a separate Certificate of Title, such lands are not the subject of a subdivision, and the Lessee shall not file or attempt to file or maintain any caveat or any other encumbrance against the same.

LACHES

33. It is mutually covenanted and agreed between the parties hereto that the failure of the Lessor to insist at all times upon strict compliance with all of the terms, conditions, obligations, covenants and agreements contained herein shall not be construed as a waiver or relinquishment in respect thereof thereafter.
34. The Lessor shall not be considered to have waived any of the rights, covenants or conditions herein contained unless evidenced by the Lessor's written waiver, executed by its proper signing officers, and waiver of one default or right shall not constitute a waiver of any other or further default or right.

NOTICES

35. It is mutually covenanted and agreed between the parties hereto that all notices required to be given hereunder shall be sufficiently given if mailed by registered mail addressed to the Lessee's above address or such other address as the Lessee may advise the Lessor of in writing and to the Lessor by directing same to that person or office at which the rent reserved herein is from time to time payable, any such notice shall be deemed to have been received Ninety Six (96) hours after it has been so mailed. Further it is mutually agreed that in the event of a postal strike, lock-out or other event that prevents delivery of registered mail, all notice required to be given hereunder shall be sufficiently given if taken to the Lessee at the Lessee's above address or to such other address as the Lessee may advise the Lessor of in writing, and to the Lessor at the City of Lacombe, Alberta.

RADIO COMMUNICATIONS

36. The Lessee shall properly shield any equipment installed in or on the demises premises so that such equipment or the operation thereof shall not interfere with radio communications, including, without restricting the generality of the foregoing, the radio communications with the Transport Canada, Nav Canada, or any aircraft. The Lessor, on the advice of the Minister of Transport of the Government of Canada or his representatives, and/or Nav Canada shall be the sole judge of the existence or occurrence of such interference, and in the event of such interference, the Lessee shall forthwith remove or cease to operate the equipment causing the same upon demand.

INSURANCE

37. The Lessee shall be responsible for the placement of insurance to cover loss or damage to the personal property of the Lessee.

SEVERABILITY OF RIGHTS

38. It is mutually covenanted and agreed between the parties hereto that if any clause or provision of this lease is held to be illegal, invalid or unenforceable, then in that event, it is the intention of the parties hereto that the remainder of the lease shall remain in force.

SUCCESSORS AND ASSIGNS

39. In these presents the term "Lessor" shall, unless the context otherwise requires, mean and include the Lessor, its successors and assigns, and the term "Lessee" shall wherever used herein include and extend to the successors and permitted assigns of the Lessee.

HEAD LEASE

40. The Lessee shall observe and perform the terms and conditions of the Head Lease (that is, the Lease between the City of Lacombe and the Lacombe Flying Club) on behalf of the Lessor to the extent that the same relate to or affect the demised premises.

TIME

41. Time shall be the essence of this agreement and these covenants and terms, and everything herein contained shall enure to the benefit of and be binding upon and enforceable by the parties hereto, their respective administrators, successors and, where permitted, assigns.

Signed in the City of Lacombe, Alberta, this _____ day of _____, 20__.

LACOMBE FLYING CLUB

Signature: _____

Club Position: _____

Signature: _____

Club Position: _____

LESSEE

Signature: _____

Name: _____

Signature: _____

Name: _____

WITNESS

Signature: _____

Name: _____

Signature: _____

Name: _____

SCHEDULE "A" TO LEASE BETWEEN LACOMBE FLYING CLUB AND LESSEE

1/ The hangar shall be constructed on a site selected, and marked by the Building Committee. The site for construction of the hangar shall be chosen at the time of signing of this Hangar Lease document, at which time the Lessee must deposit the non-refundable sum of \$2,500.00 with the Lacombe Flying Club as a contribution to Aerodrome development. This contribution also serves as a performance bond, and in the event the Lessee fails to proceed with the construction of the hangar or fails to comply with the terms and conditions of this document, the Lessee shall forfeit the said funds to the Lacombe Flying Club.

2/ Within 30 days of the site having been chosen, the Lessee shall submit to the Lacombe Flying Club Executive the Lessee's Plans describing in detail the size and type of construction. Within 7 days after the Lessee has submitted his/her Plan, the Lacombe Flying Club Executive shall advise the Lessee in writing of its approval or rejection of the Plan.

3/ Should any changes be desired after approval has been given to the Lessee's plans, a revised plan shall be submitted to the Lacombe Flying Club Executive, acting as, and hereinafter referred to as "The Building Committee", for approval prior to the incorporation of such changes. Within 7 days after the Lessee has submitted his/her revised plan to the Lacombe Flying Club Executive, the Lacombe Flying Club Executive shall advise the Lessee in writing of its approval or rejection of the revised plan.

4/ Within 90 days of receipt of approval by the Lacombe Flying Club Executive of the Lessee's application for approval, the Lessee shall obtain a Building Permit from the City of Lacombe. The Lessee shall provide to the Lacombe Flying Club Executive a copy of the Building Permit for its records. 5/ Construction of the hangar shall substantially start within 90 days of the issuance of the Building Permit, (with the approval of the Lacombe Flying Club Executive construction may be delayed) and the hangar shall be completed within one (1) year of the start date. Although the Lessee may not complete within the one year and seeks an extension from the City of Lacombe for a further year, the Lacombe Flying Club Executive, at its sole option, has the right to cancel the approval granted by the Lacombe Flying Club Executive in which case all materials erected onto the site shall become the sole property of the Lacombe Flying Club without any claim by the Lessee or any contractor of the Lessee. In any event, the Lessee shall not commence construction until approval has been granted to the Lessee by both the Lacombe Flying Club Executive and the City of Lacombe.

6/ Single aircraft hangars may use metal, pole or wood for framing, and shall have a gable roof and be metal clad, provided that the plans are not in conflict with the building code as approved by the City of Lacombe, the Alberta Building Code and any other Building Code that may be applicable. Style and construction materials for multiple aircraft hangars will be considered on an individual basis. 7/ The Building Committee may, at its option, inspect the hangar construction at all phases for conformity to approved plans.

8/ If the hangar is to be insulated and heated, the owner must provide his/her own metered power and gas. The responsibility and cost of installing power lines, transformers, gas lines, or other needed items to service the hangar will be borne by the hangar owner, and, prior to installation, must be approved by the Building Committee, City of Lacombe, and the Provincial Government. In the event that a line or equipment must be installed that will eventually be used to service other hangars as well as the original applicant, arrangements must be made with the Lacombe Flying

Club for the collection of shared costs from the future builders.

9/ Any ramp constructed from the hangar to the Taxiway must conform to the lay and slope of the land around it so that it will not interfere with the natural drainage, or be an obstacle to taxiing aircraft or maintenance equipment, and shall be approved by the Building Committee prior to installation. The Lessee shall ensure that heavy loads of materials will not damage taxiways and therefore the Lessee may have to request the supplier of materials to deliver partial loads onto the Aerodrome property. In any event, the Lessee shall comply with the decision of the Building Committee of the Lacombe Flying Club that the supplier of materials deliver partial loads onto the Aerodrome property. In any event, the Lessee, and not the Lacombe Flying Club, shall be responsible and liable for any damage, whatsoever, caused to any part of the Aerodrome property and to aircraft and hangars as a result of construction during the construction phase. 10/ At the time of signing this Hangar Lease Agreement, the current annual hangar fee for privately owned hangars with recreational aircraft use is calculated at 10 cents per square foot based on exterior building dimensions. If based on this formula the annual hangar fee is calculated to be less than \$175.00, then in that event, the annual hangar fee shall \$175.00. However, the annual fee charged for the demised premises may be changed from time to time, and if changed, shall be the amount as set from time to time by the Lacombe Flying Club Executive, and invoiced to the Lessee. Newly constructed hangars constructed for commercial aircraft use or existing hangars that have changed its use from recreational aircraft to commercial aircraft are subject to commercial hangar fee rates and taxes as determined by the Lessor.

11/ Lease fees (hangar fees) are set annually by the Lacombe Flying Club, and are due and payable yearly in advance (In January) to the Lacombe Flying Club.

13/ Taxes assessed by the City of Lacombe are due and payable annually by the hangar Owner (Lessee) for his/her proportional share to the Lacombe Flying Club. These collected taxes are forwarded by the Lacombe Flying Club to the City of Lacombe. Late payment charges as assessed by the City of Lacombe are also due by the Lessee for delay in payment by the Lessee for his/her share.

14/ Storage of aircraft is the primary purpose of the use of the hangar. Storage of aircraft parts would not qualify as storage of an "aircraft". With the approval of the Lacombe Flying Club Executive, items in addition to that of an aircraft may be stored in the hangar, provided that there is a door on the hangar and provided the storage does not create any danger or hazard and does not conflict with the uses permitted by the City of Lacombe. In the event that storage of items does conflict with the City of Lacombe bylaws and the City requires removal of those items, the Lessee shall remove those items from the hangar. Storage of items requiring heavy or regular vehicular traffic will not usually be permitted. Renting out space in the hangar for anything other than an aircraft is strictly prohibited. *(Amended Nov 14, 2012)*

THIS LEASE AGREEMENT MADE IN DUPLICATE EFFECTIVE THIS 1st DAY OF OCTOBER, 2017

BETWEEN:

City of Lacombe
(Hereinafter referred to as the "City" or "Lessor")

-and-

Lacombe Flying Club
(Hereinafter referred to as the "Lessee")

WHEREAS the City is the owner of two parcels of land situated in the City of Lacombe, in the Province of Alberta, more particularly described as:

PLAN 7621329

LOT 1

CONTAINING 11.29 HECTARES (27.91 ACRES) MORE OR LESS

EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

A) PLAN 7822809 – ROAD	0.33	0.81
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B) PLAN 0326097 - SUBDIVISION	1.821	4.50
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EXCEPTING THEREOUT ALL MINES AND MINERALS

("Parcel 1")

and

PLAN 8320722

LOT 2A

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 15.9 HECTARES (39.41 ACRES) MORE OR LESS

("Parcel 2")

(Parcels 1 and 2 collectively referred to as the "Lands")

AND WHEREAS the Lessee wishes to lease the Lands under the terms and conditions contained herein for the purpose of operating an Airport;

AND WHEREAS the City and the Lessee see value in the Lessee subleasing portions of the Leased Premises to private individuals, including to the Lacombe Flying Club to house and maintain small aircraft ("Private Hangars");

AND WHEREAS, the Parties are currently Parties to a Lease dated January 1, 2006, which is due to expire December 31, 2031, and this Lease supersedes and replaces the 2006 Lease;

AND WHEREAS the Parties, along with Lacombe County are executing an Airport Operating Agreement coincident with executing this Lease, which shall be appended to and form part of the Lessee's obligations under this Lease.

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed, performed and fulfilled, the City and the Lessee agree as follows:

1. LEASED PREMISES

- 1.1 The City does demise and lease unto the Lessee the Lands outlined above, as identified in red in **Schedule "A"** which is attached hereto and forms part of this Agreement, together with the main terminal and all ancillary buildings, lighting, taxiways, runways, and other improvements, excepting Private Hangars (collectively the "Airport"), and is hereinafter referred to as the "Leased Premises."
- 1.2 This Lease is granted strictly subject to the following registered encumbrances and any imposed conditions pursuant to s. 61(1) of the *Land Titles Act*, RSA 2000, cL-4:

Parcel 1:

Parcel 2:

Encumbrance Registration Number	Encumbrance Number	Registration
2525SG (Atco Utility ROW)	802 018 847	
782 256 528 (Atco Utility ROW)	002 063 667	
022 145 307 (COL Utility ROW)	022 145 307	
052 462 620 (COL Utility ROW)	022 183 375	
	022 385 654	
	052 352 087	
	162 327 090	

2. TERM

- 2.1 The term of this Lease shall be for a period commencing on the 1st day of October, 2017 and to be fully completed and ended on the 31st day of September, 2042 (the "Term").
- 2.2 Provided the Lessee is not in default, or if in default is, in the view of the City, proceeding diligently to cure the default, the Lessee may renew this lease for 25 additional year(s) on the same terms and conditions as contained herein. The Lessee shall advise the City of its intention to renew this Lease by provision of

written notice to the City at least six (6) months prior to the expiry date of this Lease Agreement.

3. RENT

- 3.1 The Lessee covenants and agrees to pay to the City rent for the Leased Premises in the amount of TEN DOLLARS (\$10.00) per year, payable in advance on or before the first day of October in each and every year during the Term of the Lease and during any renewals thereof.

4. NEW CONSTRUCTION

- 4.1 The Lessee shall not make any alterations or new construction relating to the Airport nor construct any improvements nor make any alterations to or erect any partitions on the Leased Premises without the written consent of the City, which consent shall not be unreasonably withheld.
- 4.2 Subject to section 4.1, the Lessee shall be responsible for new design and new construction on the Leased Premises, which design and construction shall be performed in a good and workmanlike manner by qualified professionals.
- 4.3 The Lessee shall complete any new construction on the Leased Premises within twelve (12) months of commencing such construction, or such longer period of time as agreed upon in writing between the parties in advance of the expiration of the stated twelve (12) month period.
- 4.4 Prior to and during any construction on the Leased Premises, the Lessee shall erect adequate fencing to secure the construction site and ensure that the area under construction is not used until construction and safety testing has been completed.
- 4.5 The Lessee shall ensure that improvements on the Leased Premises and any Private Hangars are constructed in compliance with the standards and requirements established in the presiding: applicable Municipal Bylaws, the *Alberta Building Code*, as amended or replaced from time to time, and shall conduct periodic inspections during the Term of this Agreement to ensure continued compliance with any applicable Municipal Bylaws, and the *Alberta Building Code*, as amended or replaced from time to time.
- 4.6 Upon termination of the Lease, any improvements on the Leased Premises, excluding Private Hangars, shall become the property of the Lessor, unless the Lessor otherwise advises in writing ninety (90) days in advance of the termination of the Lease or renewal. Where the Lessor so advises, and in the case of Private Hangars, the Lessee is responsible for the removal of such improvements at its sole expense within one hundred and eighty (180) days from the termination of the Lease provided however, that the City will grant a reasonable extension of time if weather or any other conditions are such that the removal within that period would be impossible or unduly expensive.

5. INSPECTION AND MAINTENANCE

- 5.1 The Lessee shall conduct semi-annual maintenance and inspection of the Leased Premises to ensure that the Leased Premises is safe for use by the general public and is free of disrepair and hazards.
- 5.2 In the event that the inspection reveals disrepair or a hazard, the Lessee shall immediately take steps to repair the same.
- 5.3 The Lessee shall document all maintenance and inspections of the Leased Premises and make them available to the City upon request.

6. FUEL SALES

- 6.1 The Lessee is authorized to sell fuel via the Lessee's fuel storage system to the general aviation population subject to the following conditions: The Lessee will ensure it undertakes:
 - 6.1.1 Regular testing of the fuel storage and dispensing system in accordance with aviation industry standards. The Lessee will maintain records of such testing and submit bi-annual reports to the City;
 - 6.1.2 To make its apportioned payment toward annual premium for the current Aviation Commercial General Liability insurance coverage maintained by the Lessor, which includes the Lessee as a named insured, The Lessee will be invoiced annually for the cost of this insurance portion (eg. 2016 rate \$1,000.00), as revised from time to time;
 - 6.1.3 Maintenance of an any necessary endorsement under its all risks insurance on its property located on the Leased Premises, an in accordance with its insurance obligations set out in paragraph 12 herein.
 - 6.1.4 Responsibility for all costs related to the purchase of fuel and all selling costs including provisions for collection (i.e. credit card fees, bad debt expense).
 - 6.1.5 Responsibility for all costs associated with the maintenance, or replacement of the fuel storage system in place from time to time.
- 6.2 The City, in consultation with the Lacombe Regional Airport Committee may revoke this authorization at any time if it determines that fuel safety and quality standards are not being met.
- 6.3 The right to sell fuel may not be assigned without prior written approval from the City.

7. UTILITIES

- 7.1 The Lessee shall pay all charges for utilities servicing the Leased Premises, including all charges for light, power, phones, cable, gas and water.

8. TAXES

- 8.1 The Lessee is responsible for payment of all taxes, including any: property taxes, local improvement charges, business taxes or similar rates and taxes which may be levied or imposed upon the Leased Premises or the business or activity carried on in the Leased Premises, and also all other rates and taxes which are or may be payable by the Lessee as a tenant and occupant of the Leased Premises.

9. USE

- 9.1 The Leased Premises shall be used and occupied by the Lessee solely for the purpose of constructing, operating, supervising, and maintaining the Airport, including the soliciting and administration of subleases for Private Hangars.
- 9.2 The Lessee shall not carry on or suffer or permit to be carried on any undertaking, nor bring or keep anything upon the Leased Premises, which, in the City's reasonable opinion:
- 9.2.1 is illegal, dangerous, or which shall cause any insurance on the Leased Premises to be or become void, or voidable, or which would increase the premium rate of insurance on the said Leased Premises (or on property or contents kept therein or thereon), whether owned by the City or Lessee; or,
 - 9.2.2 conflicts with the laws relating to fire, or with any insurance policy upon the said Leased Premises or any part thereof; or
 - 9.2.3 contravenes any federal, provincial, or municipal legislation, or regulations.
- 9.3 The Lessee and shall promptly comply with any order or regulation issued by any competent provincial, municipal, or federal government authority or on account of, or applying to, the occupancy of the Leased Premises
- 9.4 The Lessee shall be responsible for securing the Leased Premises and for opening the Leased Premises for use and closing and locking Leased Premises during the times it is closed.
- 9.5 The Lessee shall be responsible for the operation and management of the Airport in accordance with the Airport Operating Agreement, a copy of which is attached as **Schedule "B"**, as amended from time to time.

10. SIGNS

- 10.1 The Lessee may erect a sign on the Leased Premises related to the Airport. Said sign must comply with any Municipal Bylaw or other legislative requirements and have prior approval of the City, said approval not to be unreasonably withheld.
- 10.2 Any signage attached to the Leased Premises or placed on the Lands shall be removed

on termination or expiration of the Lease, and the Lessee shall be responsible for any costs for repair of damages related to removal of said sign or signs.

11. ASSIGNMENT AND SUBLEASE

- 11.1 The Lessee shall not assign this Lease or any part thereof without first receiving the prior written approval of the City,
- 11.2 Private Hangars subleased by the Lessee are excluded from this requirement, provided that all terms and conditions in the Hangar Agreement will reflect and uphold the conditions found in this agreement where relevant, and are substantially consistent with sample attached as **Schedule "C"**.

12.

- 12.1 The Lessee shall, at all times during the term of the Lease maintain insurance coverage in accordance with its obligations under the Airport Operating Agreement attached hereto as **Schedule "B"**, as amended from time to time.
- 12.2 The City as the registered owner of the Lands insures the Airport against property loss under its municipal insurance policy, for which the Lessee shall not be included as an insured in any capacity.
- 12.3 Private Hangars are excluded from the City's insurance policies. Insurance against property loss is the sole responsibility of the registered hangar owner, but all Private Hanger Owners shall be required to place and maintain general liability and property damages insurance, including personal liability, contractual liability, and tenant' legal liability, written on a comprehensive basis with coverage for any one occurrence or claim of not less than \$1,000,000.00, and include the Lessor and Lessee as additional insureds.

13. LIABILITY

- 13.1 The City shall not be liable for any damage or injury or death to any person or property including the persons and property of the Lessee, its servants, agents, customers, sub-lessees, invitees, and licensees on the Leased Premises, except where caused or materially contributed by the gross negligence, or wilful misconduct of the City or its employees.
- 13.2 The Lessee acknowledges that it has viewed the Leased Premises and conducted any assessments that it has deemed necessary regarding the suitability of the Leased Premises. The City makes no representations or warranties regarding the environmental condition or the suitability of the Leased Premises for the Lessee's use.
- 13.3 The Lessee acknowledges and agrees to be liable and responsible for the cost to clean up, remediate or otherwise deal with any health or environmental condition, including,

but not limited to, the condition of the air, contamination, substances, chemicals metals, materials or hazardous or solid wastes respecting the Leased Premises. The Lessee acknowledges that it shall bear the responsibility to take the necessary steps to ensure that the Leased Premises is acceptable for the Lessee's intended use and that the City bears no responsibility for the condition of the Leased Premises or for any remediation that may be required from a health or environmental perspective, or that the Lessee might otherwise deem necessary.

14. INDEMNIFICATION

- 14.1 The Lessee shall indemnify and save harmless the City, its servants, officials, agents, and employees against all liabilities, costs, damages, losses, fines, suits, claims, demands and actions or causes of action of any kind on a solicitor-client or indemnity basis, including, but not limited to, negligence howsoever arising, for injuries to persons or loss of life or damage to property for which the City may become liable or suffer by reason of or arising out of or connected with any negligence, non-compliance with, or breach of laws or bylaws or the terms, covenants and provisions of this Lease.

15. PROTECTION OF PRIVACY

- 15.1 The Lessee acknowledges that the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, C.F-25, as amended (the "Act") applies to all information and records relating to, or obtained generated collected or provided under or pursuant to the Agreement and agrees to abide by the Act with respect to all records containing information regarding the City, and elected officials, employees, volunteers and agents.

16. QUIET ENJOYMENT

- 16.1 The City covenants with the Lessee that upon the Lessee paying the rent hereby reserved and performing and observing the Lessee's covenants and agreements herein contained, the Lessee shall and may peaceably possess, occupy and enjoy the Leased Premises for the term hereby granted.

17. NO WASTE

- 17.1 The Lessee shall not permit waste to any part of the Leased Premises.

18. HAZARDS RENDERING UNFIT

- 18.1 If any part of the Leased Premises are, at any time during the term hereof, substantially damaged or destroyed and, as a result, the Leased Premises are rendered unfit for the Lessee's use, in the reasonable determination of the City, in consultation with the Lacombe Airport Committee, the Lessee shall close, secure the Leased Premises. The Lessee shall notify the City within 48 hours of any

damage or destruction, so that the City may make its assessment.

- 18.2 The City shall not be responsible for any financial losses or damages claimed by anyone as a result of such closure, unless such closure was caused or materially contributed to by the gross negligence, or willful misconduct of the City or its employees.

19. ENTRY UPON PREMISES AND REPAIRS

- 19.1 The City or its agents may at all reasonable times during the said Term enter upon the Leased Premises and view the state of repair thereof, and may give the Lessee notice of any repairs and maintenance required. Upon the Lessee receiving notice of any repairs and maintenance, the Lessee shall secure the Airport until the repairs and maintenance are completed to the satisfaction of the City.
- 19.2 Upon the Lessee receiving notice of any repairs or maintenance, and upon the City's determination, acting reasonably, that the repairs have not been effected within a reasonable time, the City shall give the Lessee thirty (30) days' notice to effect the repairs and maintenance, failing which the City, or its agents, may re-attend and effect the repairs or maintenance at the cost of the Lessee. This is in addition to any other remedy the City has under any agreement with the Lessee.

20. FORCE MAJEURE

- 20.1 In the event either Party is delayed or unable to perform any part of its obligations under this Agreement due to a breach of this Agreement by the other Party, labour disputes, strikes, walkouts, fire, unusual delay by common carriers, unavoidable catastrophe, or circumstances of any kind beyond the control of such party, including, without restricting the generality of the foregoing, acts of God, fire, war, governmental regulations or otherwise, such Party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered or delayed by such causes. Upon the occurrence of such an event, the affected Party shall notify the other Party of same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the Party delayed, hindered or prevented from performing any part of its obligations be liable to the other Party for any damages, howsoever sustained by the other Party, or for any failure to perform any act, or for non-performance of any obligations due to these circumstances during the event.

21. TERMINATION

- 21.1 If the Lessee fails to pay any rent due under this Lease, or if the Lessee fails to observe or perform any other terms, covenants or conditions of this Lease, or if the Leased Premises are used for any other purpose than that for which the same are demised as hereinbefore provided, the City may at its option terminate this Lease upon ninety (90) days written notice to the Lessee and may, in the interim, close, secure and lock the

Airport at its discretion.

- 21.2 Should the City provide the Lessee with written notice of its intention to terminate the Lease for any of the reasons hereinbefore stated, the Lessee shall have sixty (60) days upon receipt of the written notice to rectify the default, provided that if after receiving said written notice, the parties agree to extend said time to cure the default having regard to best efforts and due diligence, the time for curing the default shall be extending accordingly. Upon rectifying the default in the time allotted and to the satisfaction of the City, the termination of the Lease shall be deemed to be waived by the City and the Lessee shall be entitled to continue to occupy the Leased Premises pursuant to this Lease.
- 21.3 This Lease Agreement may also be terminated at any time by the mutual agreement of all parties, said agreement to be in writing and signed by all parties.

22. SURRENDER OF LEASED PREMISES

- 22.1 At the expiration of the term or sooner termination of this Lease, the Lessee shall peaceably surrender the Leased Premises to the City in a good state of repair and a reasonably clean condition. Subject to the provisions of section 4.6, the City shall have the right to re-enter the Leased Premises and re-lease same, at its discretion.

23. AMENDMENT

- 23.1 This Lease shall not be or be deemed or construed to be modified or amended except by an instrument in writing signed by the parties hereto, specifically asserting that the Lease is thereby amended.

24. LIENS

- 24.1 The Lessee shall not suffer or permit any lien or other charge to be filed or registered against the Leased Premises or Lands, or any fixtures or improvements on the Lands by reason of work, labor, services or materials supplied, or claimed to have been supplied to the Lessee or anyone holding any interest in any part thereof through or under the Lease. If any such lien shall at any time be filed or registered, the Lessee shall take steps to procure its discharge within ten (10) days) after the lien has come to the notice or the knowledge of the Lessee, and pursue same with due diligence until it is discharged. The City may, but shall not be obliged to procure a discharge of any lien filed or registered at any time if in the City's judgment the Lands or Leased Premises, or the City's building or any part thereof or the City's interest therein become liable to any forfeiture or sale or otherwise in jeopardy, and any amount paid by the City in so doing, together with reasonable costs and expenses of the City, shall be reimbursed to the City by the Lessee on demand together with interest at the rate of two percent (2%) per month from the date incurred until paid, and may be recovered as rent in arrears. Nothing herein contained shall preclude the Lessee from discharging any lien through the appropriate proceedings which preserve the Lessee's right to

afterwards contest the validity of such lien.

25. ENTIRE AGREEMENT

- 25.1 Except as expressly set out herein (notably the Airport Operating Agreement), there are no other representations or warranties by either party with respect to this Lease or the Leased Premises.

26. WAIVER

- 26.1 Failure of the City to insist upon performance of any of the covenants or conditions of this Lease or to exercise any right or option herein contained shall not be construed as a waiver or relinquishment of any such covenant, condition, right or option, but the same shall remain in full force and effect. The Lessee undertakes and agrees and any person claiming to be a sub-tenant or assignee undertakes and agrees, that the acceptance by the Lessor of any rent from any person other than the Lessee shall not be construed as a recognition of any rights not herein expressly granted, or as a waiver of any of the City's rights, or as an admission that such person is, or as a consent that such person shall be deemed to be, a sub-lessee or assignee of this Lease, irrespective of whether the City or said person claims that such person is a sub-lessee or assignee of this Lease. The City may accept rent from any person at any time without in any way waiving any right under this Lease.

27. NOTICES

- 27.1 Any notice may be served under this Lease upon the City by personal service or by mailing the same in a prepaid registered letter addressed to the City at:

Attention: Chief Administrative Officer
5432-56 Ave
Lacombe, Alberta
T4L 1E9

- 27.2 Any notice required to be given to the Lessee shall be sufficiently given by personal service or by mailing the same in a prepaid registered letter addressed to the Lessee at:

Attention: President
Lacombe Flying Club
3910-63 Avenue
Lacombe, AB T4L 0E5

- 27.3 Such notice shall be deemed to have been received by the City or the Lessee respectively on the date on which it shall have been so delivered or ten (10) days after it is so mailed.

28. SEVERABILITY

28.1 If any term or condition of this Lease is determined to be invalid or unenforceable to any extent, the remaining terms and conditions shall not be affected thereby and each of the remaining terms and conditions shall be valid and enforceable to the fullest extent permitted by law.

29. TIME OF THE ESSENCE

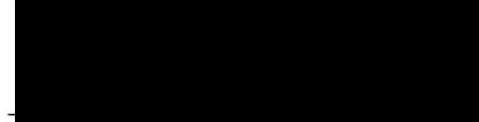
29.1 It is further understood and agreed that time shall be deemed of the essence in this Lease.

IN WITNESS WHEREOF the City and Lessee hereto have executed this Agreement as of the date first above written.

Signed this 12 day of October, 2017

SIGNED, SEALED and DELIVERED
by:

CITY OF LACOMBE

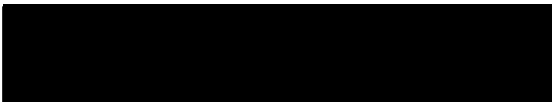


Mayor City of Lacombe



CAO City of Lacombe

LACOMBE FLYING CLUB

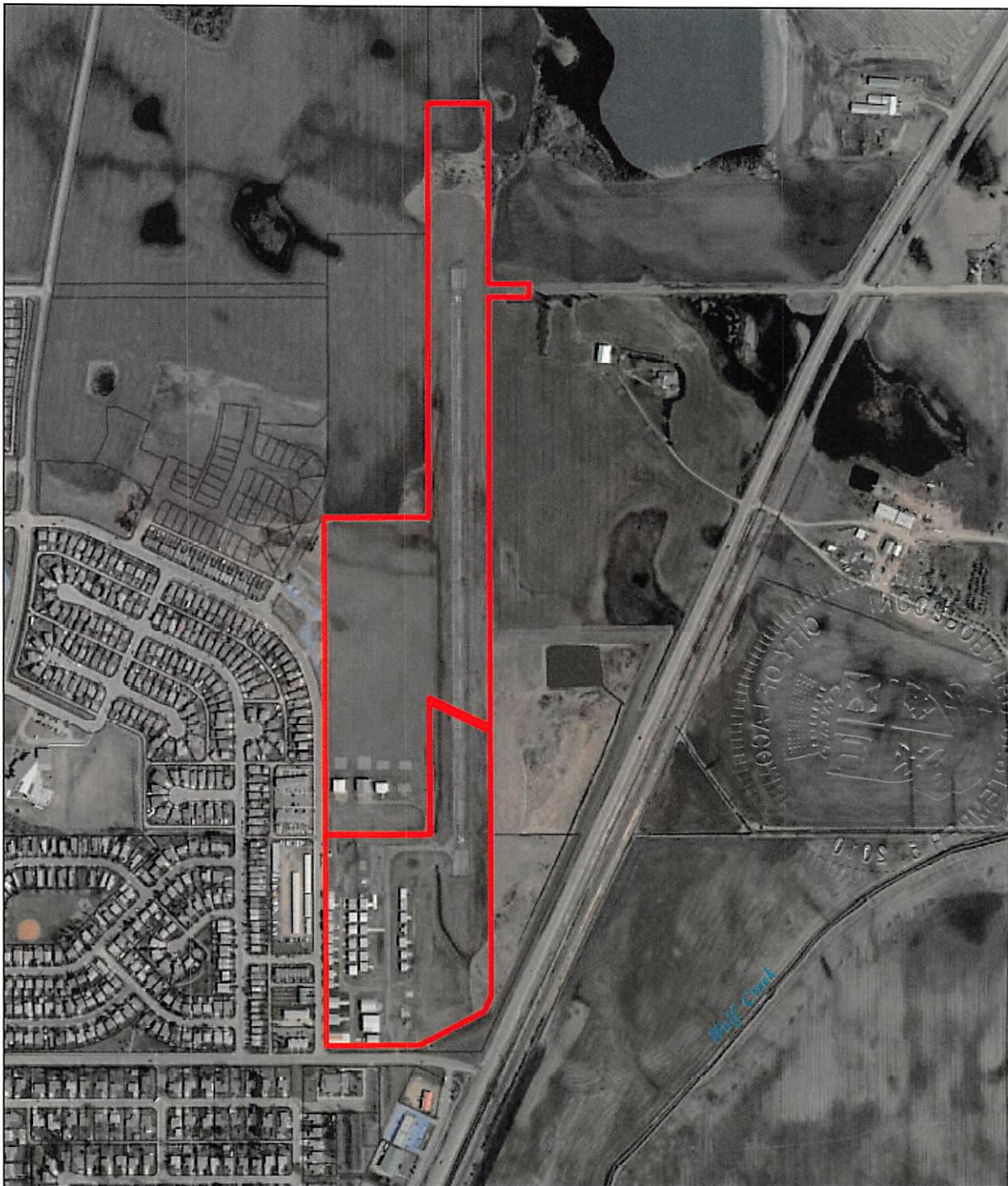


Director Lacombe Flying Club



Director Lacombe Flying Club

SCHEDULE "A"



City of Lacombe

3910 63 Avenue

Lot 2A Plan 832 0722 and Lot 1 Plan 762 1329



Disclaimer:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The City of Lincoln GIS Division disclaims all responsibility for the accuracy or completeness of the data shown herein.
Coordinate Systems: NAD 1983 27N 114 Date: 02/2016

SCHEDULE "B"

AIRPORT OPERATING AGREEMENT

Dated the 1st day of October, 2017.

BETWEEN:

The City of Lacombe
(the "City")

- and -

The Lacombe County
(the "County")

-and -

Lacombe Flying Club
(the "Club")

Background

- A. The City is the registered owner of the Lands on which the Airport is located and has entered into a Lease of said Lands with the Club dated October 1, 2017 (the "Lease").
- B. The City has fostered the development of the Airport for the purpose of providing aircraft and flight service opportunities for the benefit and enjoyment of the public.
- C. The County recognizes the benefit of the Airport for its residents and has also fostered the development of the Airport and wishes to continue to do so. To that end the County's participation in this Agreement, aside from funding, will be through its participation in the Lacombe Regional Airport Committee
- D. The Club is a not-for-profit association that was formed to promote the benefits of civil aviation and has managed the Airport for the City since at least the 1960's. The Club originally owned the Lands and conveyed same to the City in a collaborative effort to benefit from grant opportunities available at that time.
- E. The Parties have entered into leases and agreements in the past with respect to the Airport and Lands.
- F. This Agreement, along with the Lease executed co-terminously supersede all previous agreements between the Parties with respect to the Airport and the Lands and represents the entire agreement between the parties.

- G. The Parties have agreed that the Club will operate and manage the Airport and Lands in accordance with the Terms of this Agreement.

NOW THEREFORE, in consideration of the covenants, conditions and stipulations herein contained, **THE PARTIES HERETO AGREE AS FOLLOWS:**

Definitions

1. See Attachment “1”

Exclusive Use

2. In consideration of the undertaking of the Club to operate and manage the Airport and Lands, the City hereby grants the Club the exclusive right to use and occupy the Airport and Lands including the terms upon which the general public and Membership may access the Airport and Lands subject to the terms of the within Agreement.

Term

3. The Term of this Agreement shall commence on October 1, 2017 and expire on September 31, 2042 , unless earlier terminated by the provisions of this Agreement.
4. Provided the Club is not in default under this Agreement, or if in default, is proceeding diligently to cure the default, the Club may renew this Agreement on the same terms and conditions for one additional term of twenty-five years. The Club shall exercise its right of renewal by delivering to the City a written notice of renewal six (6) months prior to the expiry of the Term.
5. This Agreement automatically terminates on the termination of the Lease.

Public Interest

6. The Club acknowledges that the Airport is intended for public use and therefore, the City and County have a fundamental interest in ensuring that the interests of the public are protected and to ensure the public access to the Airport are not compromised. The City and County have chosen to enter this Agreement with the Club in order to promote civil aviation and accommodate air flight for the benefit of the City and County residents and guest. The Parties acknowledge the benefits of such an arrangement and their common objective to deliver quality community-oriented services, to facilitate public access to, and to act as careful stewards of the Airport.

Budget & Funding Allocations

7. The Club will present annual operating budgets to the Funders Councils by October 15, each year.
8. Draft budgets will be ratified by the Lacombe Regional Airport Committee (Terms of Reference at Attachment “3”).

9. The City will contribute the value of annual municipal property tax assessment paid by the Club, less school and other tax levy amounts, to offset operational costs, by July 31, of each calendar year.
10. The County will contribute \$10,000.00 per year to offset operational costs, to the City by June 30 of each year to be forwarded as a total joint municipal contribution to the Club.
11. The City and County Councils will consider additional operational and capital funding requests from the Club during their regular budget deliberation cycles.
12. The Club will present a ten (10) year capital plan to the City and County Councils by October 15, each year (See Attachment "2")
13. Approved capital costs will be paid upon receipt of the final project budgets and invoices submitted to the City in the same calendar year in which the work was completed, unless otherwise approved based on extenuating circumstances.
14. Either the City or the County may revise or withdraw its current funding commitments set out at 9 and 10, upon giving the other Parties written notice by January 1, in the current year relating to anticipated funding in the next year.
15. City will invoice the County for their contribution based on prior approved amounts.
16. All funding will be advanced when all conditions within the Agreement have been met.
17. The City, County and Club will actively seek to apply for grants that may be available to support maintenance, operations and upgrading of Airport.

Annual Review of Terms and Conditions

18. On an annual basis, the Parties will jointly evaluate the Club's operations. This evaluation may form the basis for negotiated modifications to this Agreement or a recommendation to each Council as necessary and appropriate to determine whether the Agreement continues to be in the best interest of the public. In the evaluation, the Parties will consider such matters as whether:
 - (a) unforeseen circumstances have arisen;
 - (b) the terms of this Agreement are working to the satisfaction of each Party; and
 - (c) the terms of this Agreement continue to be in alignment with the then current governing policies of the City and the County.

Condition of the Airport Facility and Lands

19. The Club accepts the Airport and Lands in their current condition. The Club agrees that the City has not made any representation, warranty or undertaking about the condition or

quality of the Airport or Lands, their sustainability, or safety, including but not limited to environmental or health considerations.

Responsibilities of the Parties

20. The City, County and Club agree to form the Lacombe Regional Airport Committee in accordance with the Terms of Reference set out in **Attachment “3”** to provide recommendations to the Parties on major decisions related to the operation, management and capital funding of the Airport, and in accordance with this Agreement.
21. The Club agrees, at its sole cost:
 - (a) to operate the Airport in such a manner that it is an attraction for citizens of the City and the County, and other visitors to the area;
 - (b) to operate, manage, and maintain the Airport and Lands in accordance with the direction of the Lacombe Regional Airport Committee to the satisfaction of the City, having regard to the funding commitments confirmed by the City and County,
 - (c) to ensure the Airport available for use by the public at large, including the charging of any fees, as set in accordance with Section 28;
 - (d) to take proper care of the Airport and Lands as a careful and prudent owner would;
 - (e) to operate the Airport safely, efficiently and effectively and develop such Business Plans as are prudent for long and short-term operation of the Airport;
 - (f) to ensure and maintain access for emergency vehicles on and within the Lands;
 - (g) to ensure that the use or storage of any grease, oil, or sand interceptors, as may be required by any regulation or bylaw be of such type and capacity as is approved by the Lacombe Regional Airport Committee and that any such interceptors be readily accessible for cleaning and inspection.
 - (h) to meet its obligations under the Lease.
 - (i) to obtain all permits required to carry on the operation, maintenance or betterment of the Airport;
 - (j) to manage the solicitation and administration of any Hangar Agreement relating to Private Hangars, including ensuring that the terms and conditions of same are being observed at all times;
 - (k) to secure and pay for its insurance obligations, as required herein;

- (l) to pay all taxes, including property taxes, which may from time to time be levied against the Airport and Lands or arising from the Club's use of the Airport and Lands;
 - (m) to provide, pay for, operate and maintain, as the case may be, all Utilities for the Lands, subject to any cost recovery under any Hangar Agreement relating to Private Hangars;
 - (n) to pay such other costs, expenses or charges for maintenance, operation or repair incurred by the City at the Club's request, or pursuant to a notice given under section 45;
 - (o) to provide annual operating budgets to the City and County Councils by October 15, of each year which have first been ratified by the Lacombe Regional Airport Committee;
 - (p) not to carry on or permit to be carried on any activity in the Airport or on the Lands that is in contravention of the laws, bylaws, statutes, rules, orders or regulations of any Government Authority in force from time to time, nor any activity which would cause the cancellation of any insurance or the refusal of any insurer to give insurance required under this Agreement, or that would cause the City or County to fall into disrepute; and
 - (q) to remain in good standing at all times as a registered Club pursuant to the *Societies Act* of Alberta or any replacement legislation.
22. The Club shall provide immediate written notice to the City if the Club discontinues or intends to discontinue its operations, if it dissolves or intends to dissolve, becomes insolvent, or if it loses its status as a society.
23. The Club shall provide such information to the City as it may reasonably request from time to time including, regarding the status, operations, and membership of the Board of Directors, officials, staff and volunteers of the Club, and copies of the minutes of all Board of Directors' meetings.
24. The Club shall notify the City and County immediately of any inspections, decisions, claims or complaints related to the Airport or its operations, or on the Lands which could reasonably be expected to affect the City, County, or their reputation, such as regulatory or environmental complaints, insurance claims, and litigation.
25. The Club is responsible, at its sole cost and expense, for:
- (a) Procuring inspections the Airport and Lands;
 - (b) repairing, maintaining, bettering and replacing any Chattels and Mobile Equipment used in the operation of the Airport, regardless of cost;

- (c) providing all janitorial supplies, equipment and labour needed to maintain the Airport in a safe, tidy and clean condition;
 - (d) removing all refuse, including garbage and recyclables, from the Airport and Lands;
 - (e) not causing or permitting waste or damage to the Airport and Lands;
 - (f) maintaining a safe and accessible route on public access ways on the Lands in all seasons;
 - (g) The replacement of any part of the Airport or the Lands which is damaged or destroyed by the actions or omissions of the Club, its agents, employees, directors, contractors or those for whom the Club is responsible in law;
26. Subject to Section 25 above:
- (a) when a single- non-budgeted maintenance or repair occurrence is needed, which will cost more than \$5000.00, the Club may submit a funding request to the City and County who will evaluate the request and may, at their sole discretion, fund or refuse all or part of the request;
27. The Club must notify the City of any Improvement or Betterment it wishes to make to the Airport or Lands, and shall obtain City approval prior to undertaking same.

Fee Structures

28. The Club shall use its reasonable best efforts to operate the Airport in such a manner that the Airport fees will remain competitive with those charged by other airports of its same size, capacity, and demand.

Employees

29. The Club shall develop and implement policies and procedures as per applicable legislation with respect to the hiring, procuring, retention and compensation of the employees of the Club or the procurement and organization of any volunteers.
30. The Club shall hire such staff as it deems appropriate to undertake its obligations set out in this Agreement
31. The Club is solely responsible for all matters relating to taxes and remittances, leave, remuneration, Workers' Compensation, safety, insurance premiums and discipline of staff or volunteers.

Security

32. The Club shall ensure it has reasonable policies and security measures in place to reduce the risk of trespass, fraud and other criminal or nuisance activities relating to the Airport

and the Lands, including but not limited to exterior security lighting, building alarms and security cameras.

Safety

33. The Club shall ensure that proper and appropriate safety measures and precautions are implemented in respect of the Airport and Lands. Public safety concerns which are beyond the ability of the Club to manage shall be directed immediately to the City for investigation and follow-up.

Rendering Unfit

34. If any part of the Airport, at any time during the term hereof, substantially damaged or destroyed and, as a result, in the reasonable determination of the City, in consultation with the Lacombe Regional Airport Committee, the Airport is rendered unfit for the Club's use, the Club shall close and secure the Airport.
35. The City shall not be responsible for any financial losses or damages claimed by anyone as a result of such closure, unless the cause of such closure was caused or materially contributed to by the gross negligence, or willful misconduct of the City or its employees.

Advertising and Promotion

36. The Club shall be responsible, at its own expense, for all promotional material, operational material, signage and identification logos. Any signage shall be installed in accordance with the terms of the Lease.
37. Any use of trademarks or logos of the City shall be licensed by way of written consent, and the Club agrees not to use any of these logos without such a written agreement.

Prime

38. The Club is considered Prime when occupying and using the Airport, as it relates to Occupational Health and Safety.

Sponsorship

39. The Club shall have the right, at its sole expense, to secure corporate or individual sponsorship for the purposes of providing Improvements to the Airport as well as supporting its activities.
40. All sponsorship is subject to the following:
- (a) any sponsorship, renewals thereof or any material changes thereto shall require the written approval of the City;
 - (b) the City reserves the right to require that an agreement be entered into between the City and the sponsor; and
 - (c) any sponsorship arranged under and for the purpose of this Agreement shall not exceed the Term, and any renewals thereafter, or termination of this Agreement.

41. The City shall not be responsible for any losses, claims or damages that may occur to the Club if the City exercises any of its rights contained within this Agreement including, but not limited to non-approval of sponsorship opportunities or City-required discontinuance or suspension of any relationship or agreement with a sponsor.
42. The City retains the right to require the Club to discontinue or suspend any relationship or agreement with a sponsor if, in the opinion of the City acting reasonably, the sponsorship is not in adherence with City bylaws and/or policies and the sponsor, once notified, did not align its actions or omissions to adhere to the relevant bylaw and/or policy.

Reporting

43. The Club shall report all significant safety incidents to the City within 24 hours of occurrence, and shall report all incidents involving loss or damage to property exceeding \$2,000.00 within 48 hours of occurrence.

Right of Inspection

44. At any reasonable time during the Term and upon receipt of 24 hours' notice from the City, the Club shall permit the City, or its representatives to enter the Airport to:
 - (a) check the state of repair and maintenance of the Airport;
 - (b) perform any work or operation usually carried out by the Club on the Airport;
 - (c) check whether the terms of this Agreement are being complied with; and
 - (d) exercise any of the rights of the City under this Agreement.
45. Upon the Club receiving notice of any repairs or maintenance, and upon the City's determination, acting reasonably that the repairs have not been effected within a reasonable time, the City shall give the Club thirty (30) days' notice to effect the repairs and maintenance, failing which the City, or its agents, may re-attend and effect the repairs or maintenance at the cost of the Club. This is in addition to any other remedy the City has under any agreement with the Club.

Records Retention

46. The Club shall retain all records in accordance with any regulations relating to the *Freedom of Information and Protection of Privacy Act*, or such privacy legislation as is in place from time to time.

Indemnity & Insurance

47. The Club shall maintain comprehensive insurance coverage on property of every description and kind owned by it, or for which the Club is legally liable, or which is installed on the Lands or considered leasehold improvements thereon, including but not limited to the Club's fuel storage system, in an amount not less than the full replacement cost thereof from time to time. The Club shall name the City and County as additional insureds for such coverage, and provide that the proceeds recoverable in the event of

damage to such property shall be payable to the Club, City and County in relation to their proportionate interest therein. The City and County agree to make available such proceeds toward the repair or replacement of the insured property.

48. Further, the Club shall maintain third party liability insurance in an amount no less than \$2,000,000.00 per occurrence, against all sums which the Club may become obliged to pay as damages by reason of injury to or death of persons or damage to or destruction of property in relation to any Club endeavor not covered under Aviation Commercial General Liability Policy. Such general liability insurance shall include the City and County as additional insureds, and contain a provision for cross-liability severability of interest as among the Club, and the City, and the County
49. Further, the Club shall, at its own expense, including that cost of deductibles, arrange maintain throughout the Term, a Standard Owner's Form Automobile Insurance Policy for all vehicles owned by the Club and all vehicles used in connection with the Club's operations, including third party liability coverage with limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence exhaustive of interest and costs, or such higher limits as the City, acting reasonably, may from time to time require.
50. The Club shall provide proof of insurance upon demand to the City, within five (5) business days of such a request being made. Failure to provide proof of such insurance shall be considered to place the Club in default under the terms and conditions of this Agreement.
51. The City as the registered owner of the Lands insures the Airport assets against property loss under its municipal insurance policy, for which the Club shall not be included as an insured in any capacity. The City also maintains an Aviation Commercial General Liability Policy in force under the Alberta Municipal Airport Operators Master Policy, under which both the City and the Club are named insureds, and the County is identified as an additional insured.
52. Private Hangars are excluded from the City's insurance policies. Insurance against property loss is the sole responsibility of the registered hangar owner, but in accordance with the Lease, all Private Hanger Owners shall be required to place and maintain general liability and property damages insurance, including personal liability, contractual liability and tenant' legal liability, written on a comprehensive basis with coverage for any one occurrence or claim of not less than \$1,000,000.00, and include the Lessor and Lessee as additional insureds.
53. The Club shall at all material times indemnify, defend, save harmless the City and County (their respective employees, agents, and officers) from and against any and all claims, losses, costs, or other proceedings by whomsoever made brought or prosecuted in any manner based upon occasion by or attributable to the execution of this Agreement or any action taken or things done, are maintained by virtue of or the exercise in any manner of rights arising hereunder, except for claims for damage resulting from the negligence of any employee, agent, or contractor of either of the City or the County.

Default by Club

54. The City reserves the right at its exclusive option to immediately and without further notice, to terminate this Agreement without further liability of any kind, and to re-enter the Airport and Lands, in the following circumstances:
- (a) the Club fails to maintain its non-profit Club status under the *Societies Act*;
 - (b) the Club fails to meet any financial obligations under this Agreement;
 - (c) the Club abandons the Airport;
 - (d) the Club breaches any of its obligations under the Lease;
 - (e) the Club becomes bankrupt or enters into an agreement for the benefit of its creditors, enters into liquidation or forced or voluntary receivership;
 - (f) the City becomes aware of fraudulent or criminal activity by the Board, an employee or a member of the Board which may have an adverse effect on the City's reputation or the performance of the Agreement;
 - (g) the Club assigns the Agreement without the required written consent; and
 - (h) a member of the Board breaches the Conflict of Interest provisions of the bylaws of the Club and the Club has failed to terminate the appointment of such director within a reasonable period of time after the discovery.
55. When there is any other breach of the terms and conditions of the Agreement, the City may at its exclusive option, deliver a notice of breach to the Club whereby the Club will be given ninety (90) days to remedy the breach. Should the Club fail to remedy the breach set out in the notice of breach, the City will be at liberty to, but shall not be obligated to, terminate the Agreement without prejudice to any other rights the City may have pursuant to the Agreement, law, equity or otherwise. The Club may request a reasonable extension of the time to remedy the default; however, this will be granted at the City's sole discretion.

Force Majeure

56. In the event either Party is delayed or unable to perform any part of its obligations under this Agreement due to a breach of this Agreement by the other Party, labour disputes, strikes, walkouts, fire, unusual delay by common carriers, unavoidable catastrophe, or circumstances of any kind beyond the control of such party, including, without restricting the generality of the foregoing, acts of God, fire, war, governmental regulations or otherwise, such Party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered or delayed by such causes. Upon the occurrence of such an event, the affected Party shall notify the other Party of same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the Party delayed, hindered or prevented from performing any part of its obligations be liable to the other Party for any damages,

howsoever sustained by the other Party, or for any failure to perform any act, or for non-performance of any obligations due to these circumstances during the event.

Dispute Resolution

57. All claims, disputes and other matters arising out of this Agreement or relating to a breach may, upon the agreement of the City and Club be referred to either:

(a) Mediation – a voluntary, no risk, non-binding process bringing about a resolution; or

(b) Arbitration – be referred to a single arbitrator under the *Arbitration Act*, RSA 2000, c. A- 43, as amended (the “*Act*”), and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the referring parties. If the referring parties are not able to agree on an arbitrator, the Alberta Court of Queen’s Bench shall select one, upon the application of either party. All costs associated with the appointment of the arbitrator and the arbitration shall be shared equally unless the arbitrator determines otherwise in accordance with the *Act*

58. In the event that the claim or dispute relates to the implementation of a recommendation by the Lacombe Regional Airport Committee, or capital funding, the County shall be read into clause 57 as being able to agree to mediation, or arbitration, as the case may be.

Termination Consequences

59. Termination of this Agreement automatically terminates the Lease.

60. On termination, the Club shall yield up the Airport and Lands in good condition to transfer any ownership of any Chattels or Mobile equipment necessary to operate the Airport to the City.

Notices and Communications

61. Any notices or other communications required or permitted to be given pursuant to this Agreement will be in writing and will be either personally delivered, sent by prepaid registered mail or sent by mail to the other party at the following addresses:

THE CITY OF LACOMBE:
5432-56 Avenue, Lacombe, Alberta
T4L 1E9
Attention: CAO

LACOMBE FLYING CLUB:
3910-63 Avenue, Lacombe, Alberta
T4L0E9
Attention: President

THE LACOMBE COUNTY
RR #3, Lacombe County, AB T4L 2N3
Attention: CAO

62. If notices are sent by mail, they are presumed to be received on the seventh (7th) day after posting. If notices are delivered or sent by electronic mail, they are presumed to be received on the next business day after they were delivered or sent by electronic mail. Either Party may change its address for service by notice to the other Party.

Additional Terms and Conditions

63. Nothing in this Agreement should be construed as creating a relationship of employer/employee, principal/agent, partners or joint venture. This Agreement does not signify the City and County's endorsement of the Club.
64. This Agreement, or any rights contained herein, shall not be assigned to another party without the written consent of the City. Such consent shall be at the City's sole discretion.
65. Unless otherwise expressly set out herein, this Agreement may be amended in writing by the mutual consent of all Parties.
66. This Agreement is governed by the laws of Alberta.
67. Notwithstanding the termination or expiry of this Agreement, the Club acknowledges that information and records compiled or created under this Agreement which are in the custody of the Club are subject to the *Freedom of Information and Protection of Privacy Act*. If a request is received for any of these records, the Club shall forward the information and records, at the Club's expense, to the City or County (as the case may be) within five calendar days of an official notification by said requestor.
68. This Agreement and the Lease, read as a whole, set forth the Parties' rights, responsibilities, and liabilities with respect to the use and operations of the Airport and Lands, with the terms of this Agreement intended to augment the terms of the Lease. In this Agreement and the Lease, and as between them, specific provisions prevail over general provisions. In the event of a direct conflict between a provision in this Agreement and a provision the Lease, this Agreement shall take precedence.
69. Should any term or portion of this Agreement be found to be invalid or unenforceable, the remainder shall continue to be valid and enforceable.
70. Time is of the essence.
71. This agreement shall inure to the benefit and shall be binding on all respective heirs, successors, and permitted assigns.

The Parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

In the absence of a corporate seal, the "Affidavit Verifying Corporate Signing Authority" and the "Affidavit of Execution" attached shall be completed in full.

THE CITY OF LACOMBE

[Redacted Signature]

NAME & TITLE (C/S)

[Redacted Signature]

NAME & TITLE (C/S)

SIGNATURES CONTINUED ON NEXT PAGE

LACOMBE FLYING CLUB

[Redacted Signature]

NAME & TITLE

President

[Redacted Signature]

NAME & TITLE

Vice President

[Redacted Signature]

NAME & TITLE

TREASURER

[Redacted Signature]

WITNESS: (C/S)

[Redacted Signature]

WITNESS: (C/S)

LACOMBE COUNTY

[Redacted Signature]

NAME & TITLE

REEVE

[Redacted Signature]

NAME & TITLE

(C/S)

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, R.D. JABLONSKI, of RED DEER COUNTY, in the Province of Alberta,
(insert name of officer) (insert place of residence of the officer)
MAKE OATH AND SAY THAT:

1. I am an officer of the **Lacombe Flying Club**, named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN/AFFIRMED before me at the City)
of Lacombe, in the Province of Alberta, this)
26 day of October, 2017.)

(Signature of officer)

A Commissioner for Oaths in
and for Alberta

AFFIDAVIT OF EXECUTION

CANADA) I, Marc Perreault of the City of
PROVINCE OF ALBERTA) Lacombe, in the Province of Alberta,
TO WIT) MAKE OATH AND SAY:

1. I was personally present and did see R.D. Jablonski, named in the annexed instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at Lacombe, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said R.D. Jablonski and he/she is, in my belief, of the full age of eighteen years.

SWORN/AFFIRMED before me at the City)
of Lacombe in the Province of Alberta, this)
26 day of October, 2017.)

(Signature of witness)

A Commissioner for Oaths in
and for Alberta

Marc A. Perreault
A Commissioner for Oaths in
and for the Province of Alberta.
My Commission Expires Jan. 4, 2020

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Jonathon D. From, of Red Deer County, in the Province of Alberta,
(insert name of officer) (insert place of residence of the officer)
MAKE OATH AND SAY THAT:

1. I am an officer of the **Lacombe Flying Club**, named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN/AFFIRMED before me at the City)
of Lacombe, in the Province of Alberta, this)
26 day of October, 2017.)

(Signature of officer)

A Commissioner for Oaths in
and for Alberta)

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Marc Perreault of the City of
Lacombe, in the Province of Alberta,
MAKE OATH AND SAY:

1. I was personally present and did see Jonathon D. From, named in the annexed instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at Lacombe, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said Jonathon D. From and he/she is, in my belief, of the full age of eighteen years.

SWORN/AFFIRMED before me at the City)
of Lacombe, in the Province of Alberta, this)
26 day of October, 2017.)

(Signature of witness)

A Commissioner for Oaths in
and for Alberta)

Marc A. Perreault
A Commissioner for Oaths in
and for the Province of Alberta.
My Commission Expires Jan. 4, 2020

ATTACHMENT “1”

Definitions

In this Agreement, including the Background, the following words shall have the following meanings:

Airport and Improvement:

- (a) **“Airport”** means the main terminal and all ancillary buildings, lighting, taxiways, runways, and other improvements, excepting Private Hangars;
- (b) **“Audited Financial Statement”** means an Audited Financial Statement of the Club (including, but not limited to, the Grant) from a professional accountant independent of the Club, in accordance with generally accepted accounting principles. The Audited Financial Statement must be approved by the board of directors of the Club and signed by two or more directors of the Club;
- (c) **“Betterment”** means a project that increases previously assessed performance, enhances service capacity, lowers operating costs or extends the useful life of an asset;
- (d) **“Capital Asset”** means an asset having an expected life of more than one year, but does not include Chattels and Mobile Equipment or trade fixtures;
- (e) **“Capital Project”** means the acquisition, construction, development, Betterment or Rehabilitation of a Capital Asset. To be considered under City or County capital funding requests a project must exceed a minimum threshold of \$5,000.00;
- (f) **“Chattels and Mobile Equipment”** means moveable property that is not land or permanently attached to land or a building;
- (g) **“City Council”** means the elected Council of the City of Lacombe;
- (h) **“County Council”** means the elected Council in the Lacombe County;
- (i) **“Government Authority”** means any federal, provincial, municipal or other governmental body, agency, tribunal or authority;
- (j) **“Hangar Agreement”** subleases entered into between the Club and third parties for storage of aircraft.
- (k) **“Health and Safety Management System”** means the process, put in place by the Club as an employer, to minimize the risk of employee injury and illness. This is accomplished by identifying, assessing and controlling risks in workplace operations;
- (l) **“Improvements”** means any repairs, replacements or alterations on or in the Airport and includes any amenities, landscaping, permanent equipment, structures, storage units,

buildings, lighting; asphalt, fixtures, servicing or anything that affects the structure or operation of the mechanical systems of any of the same; but excludes Private Hangars.

(m) **“Lacombe Regional Airport Committee”** means the joint committee including a member and alternate from each party, along with a member at large (from either the City or the County), and two non-voting administrative members (one from each the City and the County), who will oversee and provide recommendations to the Parties on major decisions related to the operation, management and capital funding of the Airport in accordance with the Terms of Reference attached as **Attachment “3”**.

(n) **“Lands”** means lands identified as:

PLAN 7621329

LOT 1

CONTAINING 11.29 HECTARES (27.91 ACRES) MORE OR LESS

EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

A) PLAN 7822809 – ROAD 0.33 0.81

B) PLAN 0326097 - SUBDIVISION 1.821 4.50

EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8320722

LOT 2A

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 15.9 HECTARES (39.41 ACRES) MORE OR LESS

(o) **“Lease”** the Lease entered into between the City of Lacombe and the Lacombe Flying Club dated October 1, 2017;

(p) **“Private Hangars”** means a structure designed and constructed for the purpose of housing, maintaining, and repairing aircraft.

(q) **“Utilities”** means the provision of electricity, gas, water, sewer, telecommunication, cable and any other rates or services assessed in connection with the use and occupancy of the Lands.

ATTACHMENT “2” Ten Year Capital Plan

Expenditures											
Project Name	Note	Cost By Year									
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2017
New North Taxiway	(1)	128,000									
West Gate, Access Road	(1)		128,000								
New North Parking Lot	(1)			25,000							
West Taxiway Paving					70,000						
Runway & Taxiway Lighting	(2)					208,028					
Parking Lot South							40,000				
Apron & Taxiway Paving								100,000			
Runway Paving	(2)								360,800		
North Land Purchase - Burman U										?	
East Taxiway & Drainage											15000
Total		128,000	128,000	25,000	70,000	208,028	40,000	100,000	360,800	-	-
Funding Sources											
Funding Type		Funding By Year									
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2017
County Funding		32,000	32,000	6,250	17,500	13,007	10,000	25,000	22,550	?	
City Funding		64,000	64,000	12,500	35,000	26,014	20,000	50,000	45,100	?	
Lacombe Flying Club		32,000	32,000	6,250	17,500	13,007	10,000	25,000	22,550	?	15,000
Provincial Grant						156,000			270,600	?	
Other											
Total		128,000	128,000	25,000	70,000	208,028	40,000	100,000	360,800	-	15,000
Notes											
(1) The cost of these items could be largely mitigated if by both the city and the county if either or both elect to use their own equipment and manpower.											
(2) These items are CAP grant eligible. We will be applying for these grants each year and if we are awarded the grants then will want to shuffle the ten year plan to accommodate.											

ATTACHMENT “3”

Lacombe Regional Airport Committee Terms of Reference

Purpose

The purpose of the Lacombe Regional Airport Committee (the Committee) is to ensure the continued successful operation of the Lacombe Airport (the Airport) by providing recommendations to the City, County and the Lessee (the Parties) on major decisions related to the operation, management and capital funding of the Aerodrome.

Scope

The Committee will:

- Develop and recommend a work plan for implementing the recommendations set out in the Lacombe Municipal Aerodrome Feasibility Study (February 3, 2016), and once approved, implement the work plan
- Develop and recommend a tri-party agreement relating to the operation and funding of the Airport
- Review and recommend annual operating budgets
- Develop and recommend annual capital budgets
- Develop and recommend a long-range capital plan
- Act in an advisory capacity to the Parties on all matters referred to it

Membership

The Lacombe Regional Airport Committee will be comprised of:

- One City of Lacombe Councillor representative and one alternate
- One Lacombe County Councillor representative and one alternate
- One Lacombe Flying Club representative and one alternate
- One Member-at-Large (resident of the City of Lacombe or Lacombe County)
- One Administrative representative from both the City and County (non-voting)

Chairperson and Vice-Chairperson

The Committee will appoint a Chairperson and Vice-Chairperson at its first meeting following the approval of the Committee’s Terms of Reference by the Parties, and annually following the City and County Council organizational meetings.

Decision Making

Each of the Parties, and the member at large, are entitled to one vote on each matter presented at Committee meetings.

All decisions of the Committee will be made by simple majority. A tied vote is a defeated vote.

Any decision of the Committee is not binding until it is approved by individual resolutions of the Parties.

Meetings

The Committee will meet on a quarterly basis on the third Friday of September, December, March and June. All meetings as required by business matters will be at the Lacombe Airport and will commence at 9:00 a.m. Additional meetings may be scheduled by the Committee and/or at the discretion of the Chairperson.

Term

The Committee will remain in place until disbanded by the Parties.

Reporting

The Committee will provide the Parties with the minutes of each meeting within one week of the meeting.

Administrative Support

The City and the County will each appoint one staff member to provide administrative support to the Committee.

Note taking of Committee meetings shall be the responsibility of the City and County in alternating two-year terms.

SCHEDULE "C"

LACOMBE FLYING CLUB HANGAR LEASE AGREEMENT

Agreement made this 3rd day of January, 2017

BETWEEN:

LACOMBE FLYING CLUB
(Hereinafter called the **Lessor**)
of 3910 – 63 Avenue, Lacombe, Alberta T4L 1V6

and

XXXX XXXX
(Hereinafter called the Lessee)

Of:

#00 Street Address XXX XXX

Hangar #000

The Lessee acknowledges that the owner of the airport in Lacombe is the City of Lacombe who leases the airport to the Lacombe Flying Club.

In consideration of the rentals payable hereunder, and the various obligations and covenants to be performed hereunder, the parties hereto agree as follows:

PREMISES

1. The Lessor hereby grants to the Lessee the right to use that "lot", **outlined in red in the sketch, a copy of which is attached hereto and initialed by the parties, (herein referred to as "demised premises")**, situated on the portion of Lot 1 Plan 762-1329 and Lot 2A Plan 8320722, commonly known as City of Lacombe Airport, for the construction of a hangar (or if a hangar already exists) and use of that hangar and lot for the primary purpose of storage of aircraft. The use of that hangar and lot must comply with the City of Lacombe Land Use Bylaws and with the terms and conditions of this Lease, and attached Schedule "A", which is included and incorporated herein and forms part of this Lease, and any rules of the Lacombe Flying Club.

TERM

2. The Lessee shall be entitled to have and to hold the demised premises for and during the term of one (1) year, to be computed from the first day of JANUARY, 20 to the 31st day of DECEMBER, 20 .

RENEWAL

3. If at the end of the term hereby created, the lessee is not in arrears in the payment of rent and is not in substantial and continuing breach of the Lease and so long as the Lacombe Flying Club has a lease with the City of Lacombe, the within Lease shall be extended for a further period of one (1) year upon the same terms and conditions, and shall be further renewed thereafter from year to year, subject to written notice of termination by the Lessee only provided to the Lessor not less than two

months in advance of the term hereby created, or before the end of any subsequent lease year as the case may be provided the Lessee is not in substantial and continual breach of this Lease, then the Lessor cannot terminate this Lease.

RENT

4. The Lessee shall pay annually to the Lessor for the demised premises for each year of the term hereof, the amount invoiced by the Lessor as Hangar Lease fee.

TAXES AND UTILITIES

5. The Lessee agrees to pay all property and local improvement taxes which may be charged or levied against the demised premises during the term of this Lease. The Lessee agrees to pay all charges for electricity, heating and all other charges and rates which may be assessed or chargeable to the demised premises as and when the same become due and payable.

NEGLECTING TO PAY RATES AND CHARGES

6. If the Lessee neglects or omits to pay any of the said rates or charges, the Lessor may pay them and charge them to the Lessee, who agrees to pay the same to the Lessor forthwith as additional rent and the Lessee agrees that the Lessor shall have the same remedies and may take the same steps for recovery of the said rates and charges as the Lessor might take for the recovery of rent in arrears.

APPEALING ASSESSMENT

7. Upon receipt of the notice of assessment from the City of Lacombe, the Lessor shall promptly forward to the Lessee the amount of assessment levied by the City of Lacombe upon the demised lot herein in order to permit the Lessee to appeal the assessment within the time prescribed.

MANNER OF AND PLACE OF PAYMENT

8. The Lessee covenants with the Lessor to pay the rental and all other sums payable herein at the times and in the manner specified. All rent and other payments, payable under this Lease are to be paid to the Lessor at 3910 – 63rd Avenue, Lacombe, Alberta, T4L 1V6, or such other place as the Lessor may from time to time in writing designate.

MAINTENANCE

9. The Lessee shall keep the grass cut on the demised premises, and shall maintain the grounds generally. All hangars shall have doors shielding the interior from public view. If the Lacombe Flying Club Executive, or its representative, deems the condition of the hangar unsafe and imposes an immediate danger to persons and/or property, then the Lessor has the right to rectify the condition at the Lessee's expense. If the condition of the hangar does not appear to the Lacombe Flying Club Executive to pose an unsafe and immediate danger to persons and/or property, but that condition may in the future, and if time permits, the Lacombe Flying Club Executive, or its representative, will contact the Lessee in order to permit the Lessee to rectify the condition within 90 days. If the condition is not rectified by the Lessee within 90 days, the Lessor may do so at the Lessee's cost.

CONSTRUCTION OF HANGAR

10. Any hangar or other structure erected upon the demised premises by the Lessee or his predecessor shall be constructed in accordance with this Lease and the requirements of the City of Lacombe, or as amended from time to time.

SIGNS, ETC.

11. The Lessee shall not construct, erect, place or install on the outside of the building or on the demised premises any poster, advertising sign, display or antenna, without first obtaining the consent of the Lessor.

LIENS

12. The Lessee shall not permit any lien or other charges to be filed or registered against the said lands, the Lessors' buildings, or any fixtures or improvements on the demised premises by reason of work, labour, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding any interest in any part thereof through or under the Lease. If any such lien shall at any time be filed or registered, the Lessee shall procure its discharge within twenty-one (21) days after the lien has come to the notice or the knowledge of the Lessee. The Lessor may, but shall not be obliged to obtain a discharge of any lien filed or registered at any time if in the Lessor's judgment the said lands or the Lessors' buildings or any part thereof or the Lessee's interest therein becomes liable to any forfeiture or sale or otherwise in jeopardy, and any amount paid by the Lessor in so doing, together with reasonable costs and expenses of the Lessor, shall be reimbursed to the Lessor by the Lessee on demand together with interest at the rate of fifteen (15 %) per cent per annum from the date incurred until paid, and may be recovered as rent in arrears. Nothing herein contained shall preclude the Lessee from discharging any lien through the appropriate proceedings which preserve the Lessee's right to afterwards contest the validity of such lien.

USE OF PREMISES

13. Use of the hangar and lot is for the primary purpose of storage of aircraft. The use of that hangar and lot must comply with the City of Lacombe Land Use Bylaws and with the terms and conditions of this Lease which are included and incorporated herein and form part of this Lease, and with any rules of the Lacombe Flying Club.

TRANSFERAL OF HANGAR

14. The Lessee shall not transfer ownership of any hangar or other structure erected upon the demised premises without the consent of the Lessor, except if it is to be removed from the said premises in accordance with paragraph #19.

NUISANCE

15. The Lessee will not commit, permit, or carry on a nuisance in or about the demised premises

INCREASE OF INSURANCE RATES

16. In the event of insurance rates of the Lessor or the City of Lacombe, or either of them is increased by reason of things brought onto the demised premises or the extraordinary nature of the Lessee's business, the Lessee shall pay to the Lessor as additional rental forthwith upon demand the amount of the increase. If any insurance policy upon the said building or any part thereof shall be cancelled or is in the process of being cancelled by reason of the use or occupancy by the

Lessee, the Lessee shall forthwith remedy or rectify such use or occupation upon being requested by the Lessor to do so.

LAWS

17. The Lessee shall not suffer, permit, or commit any waste or nuisance. The Lessee covenants with the Lessor that the Lessee will observe and fulfill the lawful conditions and requirements of all statutes, orders in council, by-laws, rules and regulations, municipal, parliamentary or otherwise, now or hereinafter enacted which in any manner relate to or affect the demised premises or the use thereof including the condition, maintenance, use or occupation of the demised premises, or any equipment located therein, and to indemnify and save harmless the Lessor from any costs, charges, or damage to which the Lessor may be put or suffer by reason of the breach of any such statutes, orders in council, by-laws, rules and regulations, and further that if the Lessor is put to any such expense and is not reimbursed forthwith by the Lessee, then the Lessor may recover the same in the same manner as rent in arrears.

ARREARS

18. Any hangar or other building or other structure erected upon the demised premises shall not be removed at any time when rent thereon is in arrears.

19. Subject to paragraph #18, during, or at the conclusion of the within term of this agreement, or of any extension or renewal thereof, the Lessee shall have the right to remove any hangar or other building or other structure erected on the demised premises, and the Lessee shall remove all debris and shall restore the demised premises generally to the condition in which they were at the date hereof, or as near the said conditions as is reasonably possible.

20. If the rent and taxes of the demised premises, or either of them, and/or and any other amounts owing to the Lessor, and/or any fuel purchase invoice sent to the Lessee, shall be in arrears for two years in total, the ownership of any hangar or buildings or other structures erected on the demised premises shall pass to the Lessor.

SUB-LEASE

21. The Lessee acknowledges that he/she is aware of the fact that the Lessor holds the within described lands under a lease from the City of Lacombe, and that if the said lease should be terminated by the City of Lacombe, the within lease would also be terminated thereby. The Lessor shall use its best endeavor to carry on its operations in such a manner that the City of Lacombe does not have cause to terminate the said lease.

ADDITIONAL OBLIGATIONS

22. The Lessee covenants that:

- (1) The Lessee will not in any significant manner interfere with the rights of the Lessor, or with the rights of any other Lessees of the Lessor, in regards to the remaining portions of the said lands;
- (2) The Lessee will not allow any refuse, garbage or other loose or objectionable material to accumulate in or about the demised premises. The Lessee shall ensure that garbage is kept in proper containers, and;

- (3) The Lessee will vacate the demised premises at the expiration or termination of the tenancy.

QUIET ENJOYMENT

23. The Lessor covenants with the Lessee that upon the Lessee paying the rent hereby reserved and performing and observing the Lessee's covenants and agreements herein contained, the Lessee shall and may peaceably possess, occupy and enjoy the demised premises for the term hereby granted.

INDEMNIFICATION

24. The Lessee will indemnify and save harmless the Lessor of and from all claims and expenses of any kind or nature which the Lessor may become liable for or suffer by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision hereof or by reason of any injury occasioned to or suffered by any person or persons or any property by reason of any act, neglect or default on the part of the Lessee or any of its employees, agents, independent contractors, invitees, licensees or trespassers.

25. If the Lessor should without fault on its part be made a party to a litigation commenced by or against the Lessee, the Lessee shall indemnify and save harmless the Lessor from and against any and all claims or liability resulting from such litigation, and shall pay all costs, expenses and legal fees incurred and paid by the Lessor in connection with such litigation, including but without restricting the generality of the foregoing, costs on a solicitor and client basis.

26. The Lessor shall not be liable in any way for any loss, injury or damage caused to any person or persons or for loss of or damage to any property belonging to the Lessee or to employees, agents, invitees, or licensees of the Lessee while such person or property is in or about the demised premises, including (without restricting the generality of the foregoing) any injury to persons or loss of or damage to any such property caused by theft or break-in.

27. The Lessor shall not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents, or any person not employees or agents of the Lessor, or for damage caused by the construction of any public or quasi-public works, and in no event shall the Lessor be liable for any consequential or indirect damages suffered by the Lessee.

28. The Lessor shall not be liable for any damage or injury caused by anything done or omitted to be done by the Lessee (whether required by this lease or not) or for any other loss whatsoever of the Lessee with respect to the demised premises.

29. All property of the Lessee kept or stored upon the demised premises shall be so kept or stored at the sole risk of the Lessee, and the Lessee hereby releases the Lessor from any and all liability for any claims whatsoever arising out of damage to, loss of or theft of such property including any and all claims in subrogation by any insurer of the Lessee, unless such damage or loss is caused solely by the willful act or gross negligence of the Lessor, its employees, agents, servants, or contractors.

ASSIGNMENT AND SALE AND SUBLET

30. The Lessee agrees with the Lessor that the Lessee shall not assign the Lease. Prior to and as a condition to the sale of the hangar, the proposed purchaser must be approved by the Lacombe Flying Club and, if approved, a new lease agreement must be signed by the new owner. Until the Lessor has consented in writing to the sale of the hangar and until the new purchaser has signed a new lease agreement with the Lessor, the Lessee shall remain liable to the Lessor for the full payment of rent and performance of the Lessee's other obligations under this lease.

The Lessee shall not sub-let or part with possession of the demised premises or any part thereof (for the term granted or any part thereof) without the consent in writing of the Lessor, such consent by the Lessor not to be unreasonably withheld. In any event, because in this situation it is not a sale of the hangar, the Lessee shall remain liable to the Lessor for the full payment of rent and performance of the Lessee's obligations under this lease.

CAVEATS

31. It is distinctly understood and agreed that the demised lands are not the subject of a separate Certificate of Title, such lands are not the subject of a subdivision, and the Lessee shall not file or attempt to file or maintain any caveat or any other encumbrance against the same.

LACHES

32. It is mutually covenanted and agreed between the parties hereto that the failure of the Lessor to insist at all times upon strict compliance with all of the terms, conditions, obligations, covenants and agreements contained herein shall not be construed as a waiver or relinquishment in respect thereof thereafter.

33. The Lessor shall not be considered to have waived any of the rights, covenants or conditions herein contained unless evidenced by the Lessor's written waiver, executed by its proper signing officers, and waiver of one default or right shall not constitute a waiver of any other or further default or right.

NOTICES

34. It is mutually covenanted and agreed between the parties hereto that all notices required to be given hereunder shall be sufficiently given if mailed by registered mail addressed to the Lessee's above address or such other address as the Lessee may advise the Lessor of in writing and to the Lessor by directing same to that person or office at which the rent reserved herein is from time to time payable, any such notice shall be deemed to have been received Ninety Six (96) hours after it has been so mailed. Further it is mutually agreed that in the event of a postal strike, lock-out or other event that prevents delivery of registered mail, all notice required to be given hereunder shall be sufficiently given if taken to the Lessee at the Lessee's above address or to such other address as the Lessee may advise the Lessor of in writing, and to the Lessor at the City of Lacombe, Alberta.

RADIO COMMUNICATIONS

35. The Lessee shall properly shield any equipment installed in or on the demises premises so that such equipment or the operation thereof shall not interfere with radio communications, including, without restricting the generality of the foregoing, the radio communications with the Transport Canada, Nav Canada, or any aircraft. The Lessor, on the advice of the Minister of Transport of the Government of Canada or his representatives, and/or Nav Canada shall be the sole judge of the

existence or occurrence of such interference, and in the event of such interference, the Lessee shall forthwith remove or cease to operate the equipment causing the same upon demand.

INSURANCE

36. The Lessee shall be responsible for the placement of insurance to cover loss or damage to the personal property of the Lessee, and shall be required to place and maintain general liability and property damages insurance, including personal liability, contractual liability and tenant' legal liability, written on a comprehensive basis with coverage for any one occurrence or claim of not less than \$1,000,000.00, and include the Lacombe Flying Club and City of Lacombe as additional insureds. .

SEVERABILITY OF RIGHTS

37. It is mutually covenanted and agreed between the parties hereto that if any clause or provision of this lease is held to be illegal, invalid or unenforceable, then in that event, it is the intention of the parties hereto that the remainder of the lease shall remain in force.

SUCCESSORS AND ASSIGNS

38. In these presents the term "Lessor" shall, unless the context otherwise requires, mean and include the Lessor, its successors and assigns, and the term "Lessee" shall wherever used herein include and extend to the successors and permitted assigns of the Lessee.

HEAD LEASE

39. The Lessee shall observe and perform the terms and conditions of the Head Lease (that is, the Lease between the City of Lacombe and the Lacombe Flying Club) on behalf of the Lessor to the extent that the same relate to or affect the demised premises.

TIME

40. Time shall be the essence of this agreement and these covenants and terms, and everything herein contained shall enure to the benefit of and be binding upon and enforceable by the parties hereto, their respective administrators, successors and, where permitted, assigns.

Signed in the City of Lacombe, Alberta, this _____ day of _____, 20__.

LACOMBE FLYING CLUB

per: _____
(POSITION WITH CLUB)

per: _____
(POSITION WITH CLUB)

Witness

Lessee (SIGNATURE)

(PRINTED NAME)

Witness

Lessee (SIGNATURE)

(PRINTED NAME)

SCHEDULE "A" TO LEASE BETWEEN LACOMBE FLYING CLUB AND LESSEE

1/ The hangar shall be constructed on a site selected, and marked by the Building Committee. The site for construction of the hangar shall be chosen at the time of signing of this Hangar Lease document, at which time the Lessee must deposit the non-refundable sum of \$2,500.00 with the Lacombe Flying Club as a contribution to Aerodrome development. This contribution also serves as a performance bond, and in the event the Lessee fails to proceed with the construction of the hangar or fails to comply with the terms and conditions of this document, the Lessee shall forfeit the said funds to the Lacombe Flying Club.

2/ Within 30 days of the site having been chosen, the Lessee shall submit to the Lacombe Flying Club Executive the Lessee's Plans describing in detail the size and type of construction. Within 7 days after the Lessee has submitted his/her Plan, the Lacombe Flying Club Executive shall advise the Lessee in writing of its approval or rejection of the Plan.

3/ Should any changes be desired after approval has been given to the Lessee's plans, a revised plan shall be submitted to the Lacombe Flying Club Executive, acting as, and hereinafter referred to as 'The Building Committee', for approval prior to the incorporation of such changes. Within 7 days after the Lessee has submitted his/her revised plan to the Lacombe Flying Club Executive, the Lacombe Flying Club Executive shall advise the Lessee in writing of its approval or rejection of the revised plan.

4/ Within 90 days of receipt of approval by the Lacombe Flying Club Executive of the Lessee's application for approval, the Lessee shall obtain a Building Permit from the City of Lacombe. The Lessee shall provide to the Lacombe Flying Club Executive a copy of the Building Permit for its records. 5/ Construction of the hangar shall substantially start within 90 days of the issuance of the Building Permit, (with the approval of the Lacombe Flying Club Executive construction may be delayed) and the hangar shall be completed within one (1) year of the start date. Although the Lessee may not complete within the one year and seeks an extension from the City of Lacombe for a further year, the Lacombe Flying Club Executive, at its sole option, has the right to cancel the approval granted by the Lacombe Flying Club Executive in which case all materials erected onto the site shall become the sole property of the Lacombe Flying Club without any claim by the Lessee or any contractor of the Lessee. In any event, the Lessee shall not commence construction until approval has been granted to the Lessee by both the Lacombe Flying Club Executive and the City of Lacombe.

6/ Single aircraft hangars may use metal, pole or wood for framing, and shall have a gable roof and be metal clad, provided that the plans are not in conflict with the building code as approved by the City of Lacombe, the Alberta Building Code and any other Building Code that may be applicable. Style and construction materials for multiple aircraft hangars will be considered on an individual basis. 7/ The Building Committee may, at its option, inspect the hangar construction at all phases for conformity to approved plans.

8/ If the hangar is to be insulated and heated, the owner must provide his/her own metered power and gas. The responsibility and cost of installing power lines, transformers, gas lines, or other needed items to service the hangar will be borne by the hangar owner, and, prior to installation, must be approved by the Building Committee, City of Lacombe, and the Provincial Government. In the event that a line or equipment must be installed that will eventually be used to service other hangars as well as the original applicant, arrangements must be made with the Lacombe Flying

Club for the collection of shared costs from the future builders.

9/ Any ramp constructed from the hangar to the Taxiway must conform to the lay and slope of the land around it so that it will not interfere with the natural drainage, or be an obstacle to taxiing aircraft or maintenance equipment, and shall be approved by the Building Committee prior to installation. The Lessee shall ensure that heavy loads of materials will not damage taxiways and therefore the Lessee may have to request the supplier of materials to deliver partial loads onto the Aerodrome property. In any event, the Lessee shall comply with the decision of the Building Committee of the Lacombe Flying Club that the supplier of materials deliver partial loads onto the Aerodrome property. In any event, the Lessee, and not the Lacombe Flying Club, shall be responsible and liable for any damage, whatsoever, caused to any part of the Aerodrome property and to aircraft and hangars as a result of construction during the construction phase. 10/ At the time of signing this Hangar Lease Agreement, the current annual hangar fee for privately owned hangars with recreational aircraft use is calculated at 10 cents per square foot based on exterior building dimensions. If based on this formula the annual hangar fee is calculated to be less than \$175.00, then in that event, the annual hangar fee shall \$175.00. However, the annual fee charged for the demised premises may be changed from time to time, and if changed, shall be the amount as set from time to time by the Lacombe Flying Club Executive, and invoiced to the Lessee. Newly constructed hangars constructed for commercial aircraft use or existing hangars that have changed its use from recreational aircraft to commercial aircraft are subject to commercial hangar fee rates and taxes as determined by the Lessor.

11/ Lease fees (hangar fees) are set annually by the Lacombe Flying Club, and are due and payable yearly in advance (In January) to the Lacombe Flying Club.

13/ Taxes assessed by the City of Lacombe are due and payable annually by the hangar Owner (Lessee) for his/her proportional share to the Lacombe Flying Club. These collected taxes are forwarded by the Lacombe Flying Club to the City of Lacombe. Late payment charges as assessed by the City of Lacombe are also due by the Lessee for delay in payment by the Lessee for his/her share. 14/ Storage of aircraft is the primary purpose of the use of the hangar. Storage of aircraft parts would not qualify as storage of an "aircraft". With the approval of the Lacombe Flying Club Executive, items in addition to that of an aircraft may be stored in the hangar, provided that there is a door on the hangar and provided the storage does not create any danger or hazard and does not conflict with the uses permitted by the City of Lacombe. In the event that storage of items does conflict with the City of Lacombe bylaws and the City requires removal of those items, the Lessee shall remove those items from the hangar. Storage of items requiring heavy or regular vehicular traffic will not usually be permitted. Renting out space in the hangar for anything other than an aircraft is strictly prohibited. *(Amended Nov 14, 2012)*

REQUEST FOR COUNCIL DECISION



SUBJECT: Inflow and Infiltration Reduction Plan
PREPARED BY: Jordan Thompson, Director of Operations and Planning
PRESENTED BY: Jordan Thompson, Director of Operations and Planning
DATE: August 10th, 2020

FILE: 42/611

PURPOSE:

To seek Council's endorsement of the wastewater inflow and infiltration (I/I) reduction plan.

RECOMMENDED MOTION(S):

1. THAT Council authorizes Administration to enter into a professional services contract with Stantec Consulting Ltd. for Phases 1 and 2A of the wastewater inflow and infiltration reduction plan at the cost of \$226,011 funded from the wastewater reserve.

RELATED PRIOR MOTION(S):

1. In-Camera.

EXECUTIVE SUMMARY:

The City of Lacombe's wastewater return rate was recently measured to be approximately 130%. This high return rate means the City's wastewater system is collecting significantly more water than the drinking water the City sells to its customers. It is typical for wastewater utilities to target an 80%-90% return rate. This inflow and infiltration (I/I) into the wastewater collection system is costly as the North Red Deer Wastewater Services Commission (NRDRWWSC) charges for every cubic metre of wastewater that flows into its transmission system to Red Deer. A return rate of 100% in 2019 would have resulted in approximately \$600k of savings, 90% would have resulted in 814k of savings.

Stantec's proposal divides the I/I reduction plan into 3 Phases, highlighted below. Phases 1-2B analyzes immediate, short term solutions and aims to progressively narrow down where the greatest I/I issues exist in the system. Phase 3 develops the specific capital program that seeks to eliminate the source of the I/I issues discovered in earlier phases (ie: pipe relining, pipe replacement, correcting cross-connection issues etc.). If initiated in August 2020, the I/I reduction plan will likely take two years to progress to Phase 3. The capital program developed in Phase 3 may be implemented in the following 3-10 years, depending on the City's funding requirements for the 10-year capital plan.

The direct cost of this program has a short term, negative impact on the wastewater reserve and further investments into correcting the I/I issues will still be required over an above the

REQUEST FOR COUNCIL DECISION



costs presented today. But given the magnitude of the potential cost savings, Administration recommends Council proceed with the I/I reduction plan as soon as possible.

ANALYSIS:

Phase 1

Analyze Lacombe Flows into the NRDRWWSC Lift Station.

Very high flows were recently recorded entering the NRDRWWSC system due to the I/I issues present in the City's wastewater system. As a result, operators with the City of Red Deer Wastewater Treatment Plant became concerned that the plant would exceed its capacity to process the high volumes during rain events and requested the NRDRWWSC divert flow to its emergency storage cells in Lacombe and Blackfalds. This "emergency diversion" request has occurred on four occasions this summer. Stantec will review the City of Lacombe flow data to primarily ensure the City is not exceeding its allowable peak flow capacity into the NRDRWWSC system and to quantify Lacombe's peak flows at the Red Deer Wastewater Treatment Plant.

Diversion Study

Stantec will work with Alberta Environment and Parks to explore a diversion plan to discharge wastewater into Wolf Creek temporarily. If approved, wastewater from significant rain events would be diverted to the existing lagoon cells ahead of the NRDRWWSC meter, chemically treated, and released into the creek once demonstrated to meet regulatory requirements. Administration is doubtful that Alberta Environment and Parks will approve the strategy. Still, since the implementation of it is not likely difficult, the possibility of significant short term savings is worth exploring.

Planning the Micro Monitoring Program

Micro-monitoring is the backbone of the I/I reduction plan. It requires the deployment of specialized flow meters into the wastewater system at strategic locations to record the wastewater flows in several "basins" throughout the City. At the same time, Stantec will install rainwater gauges throughout the City to collect local rainfall data from within the basin. Stantec will review the City's wastewater model, and liaise with the City's utility operators, to determine the best locations for the micro-monitors and rain gauges in Phase 1.

Attached to this memo, within Stantec's proposal, are pictures of the micro-monitors inserted into various wastewater pipes.

REQUEST FOR COUNCIL DECISION



Phase 2A

Data from the micro-monitors and rain gauges are collected one basin at a time. Once sufficient data is collected, the micro-monitors are relocated to other basins or areas within the same basin. Stantec will then compare measured flows in the wastewater system against the observed rainfall data. If wastewater flows rise during rain events, I/I is present upstream of the micro-monitor. The amount of I/I is then estimated, and the source of it, ideally, narrowed down to within several blocks.

The timing of this Phase is wholly dependent on the weather. A dry summer means this Phase will take longer to collect the required data, and a wet summer means the data will be received much quicker. Stantec estimates it will take two years to complete this Phase.

Phase 2B (TO BE AUTHORIZED IN THE FUTURE)

Stantec will develop a sewer survey program that aims to narrow down the source of the I/I issues to specific pipe segments. The survey may involve CCTV inspection, smoke test, yard grading survey etc. Likely I/I intrusion points on the pipe segment such as manhole and pipeline damages, separated pipe joints and, cross-connections are documented at this Phase. However, the specific survey method will be determined once the Phase 2A is complete.

Phase 3 (TO BE AUTHORIZED IN THE FUTURE)

Capital improvement projects such as pipe relining, pipe replacement, correcting cross-connection issues etc. are prioritized in this Phase to realize the quickest return on investment. However, other factors must also be considered in the timing of improvements on the wastewater network, such as additional capital improvements required in the road allowance (ie sidewalks), a more urgent need to replace a degraded road, pipe size upgrades etc.

STRATEGIC PLAN ALIGNMENT:

Data collected during this program will be incorporated into the City's asset management plans in alignment with *Strategic Goal 4.3.3A: Complete an Asset Management Plan.*

The direct cost of this program has a short term, negative impact on the wastewater reserve. And further investments into correcting the I/I issues are still required. But given the magnitude of the potential cost savings, this program speaks favourably to *Strategic Goal 4.1.4C Maintain optimal reserve balances and maintain city development at a level that contributes to tax base at an optimum level.* However, the given the potential

REQUEST FOR COUNCIL DECISION



PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

No public engagements are planned in phases 1-2A.

ALTERNATIVE MOTION(S):

1. THAT Council authorizes Administration to enter into a professional services contract with Stantec Consulting Ltd. for Phases 1 and 2A of the wastewater inflow and infiltration reduction plan at the cost of \$226,011 funded from the wastewater reserve.
2. THAT Council directs Administration to bring this the I/I reduction plan to the upcoming 2021 budget workshops for consideration.
3. THAT Council directs Administration how it wished to proceed.

ATTACHMENTS:

Proposal for Engineering Services: Lacombe Sanitary Sewer Inflow and Infiltration Reduction Program – Stantec Consulting, Ltd. (IN CAMERA)

REQUEST FOR COUNCIL DECISION



SUBJECT: On-Street Patio Policy
PREPARED BY: Deb Bonnett, Planning & Development Manager
PRESENTED BY: Jordan Thompson, Director of Operations and Planning
DATE: August 10th, 2020

FILE: 61/212

PURPOSE:

To present, for Council consideration and approval, the proposed “On Street Patio Policy.”

RECOMMENDED MOTION(S):

1. THAT Council approves the On-Street Patio Policy effective August 11th, 2020.

RELATED PRIOR MOTION(S):

1. To introduce to Council, the draft “On-Street Patio Policy” (the Policy) (June 24th, 2019)

EXECUTIVE SUMMARY:

City Administration developed an ‘On-Street Patio Policy’ to outline the process for reviewing and approving applications for outdoor patios on City roads or sidewalks in 2019. A crucial part of the Policy is that it will give Administration the authority to approve patio applications where less than 15% of available on-street parking per block is impacted, or refer them to Council for a decision.

A full year has passed since the presentation of the draft Policy to Council, and Administration now recommends its endorsement as presented without changes.

ANALYSIS:

Patios provide seasonal outdoor seating for restaurants and cafes. Benefits of patios include:

- opportunities for businesses, particularly food and drink establishments, to expand their seating capacity,
- enhances the atmosphere for visitors and other customers,
- creates a vibrant street.

Several City Plans support outdoor patios into our community:

- Municipal Development Plan: Growing Lacombe (2015 – 2036)
- Municipal Sustainability Plan: Imagine Lacombe
- Downtown Area Redevelopment & Urban Design Plan

REQUEST FOR COUNCIL DECISION



Sidewalk or road patios will likely be more prevalent in, but not exclusive to, the Downtown Commercial District (C1). The C1 District is unique because the downtown buildings are built with a 'zero lot line' (i.e. building walls are on the parcel boundary). Due to this form of development, there is limited opportunity for outdoor patios on-site. City Administration proposes that patios that occupy less than 15% of the available parking be approved.

For Council's information, the two existing patios on 50th Street occupy seven parking spaces, which equates to 11%.

The On-Street Patio Policy outlines step by step approval process, which includes notification to property owners and leaseholders within, at minimum, 60m of the proposed patio location. All approved applicants will be required to enter into a "license to occupy" and meet the conditions and requirements listed in Section 7 & 8 of the Policy. At minimum, these conditions include:

1. The applicant will enter into a License to Occupy Agreement with the City;
2. The applicant will provide proof of insurance to the City, identifying that the City is co-insured in the amount of \$2,000,000.00;
3. The applicant will obtain a Building Permit for the patio; and
4. The applicant will provide proof of approval from AHS and AGLC.

Service Level Impacts

The "On Street Patio Policy" document, as attached, establishes the process for Administration to review and approve patios on City roads and sidewalks.

Financial Implications

The current application fee for a patio is \$300, which aligns with the fees typically collected for the preparation of other agreements (i.e. Development Agreements and Stripping and Grading Indemnity Agreements) plus a \$75 fee for advertising and notifications.

STRATEGIC PLAN ALIGNMENT:

Allowing development of additional commercial space in the downtown aligns **favourably** with Strategic Objective 4.2 Sustainability Pillar: Economy

4.2.1 C – Consider how the City can assist with development for business attraction and retention.

4.2.3A – Increase public awareness of current retail options.

REQUEST FOR COUNCIL DECISION



4.2.3 C – Work with Lacombe’s downtown economic sector to stimulate the development of the historic downtown area.

However, the associated loss of parking in the downtown weakens the alignment with 4.2.3 C, as suitable parking is needed for a thriving small city downtown. Additional bicycle parking stalls could partially offset the loss of parking.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

All property owners and current tenants within 60 meters of a proposed patio will receive a notification requesting their comments, concerns, support, etc. as per the proposed Policy.

ALTERNATIVE MOTION(S):

2. THAT Council approves the On-Street Patio Policy effective August 11th, 2020.
1. THAT Council direct staff to conduct further research and provide additional information for consideration.

ATTACHMENTS:

- On Street Patio Policy

ON-STREET PATIO POLICY

Policy Number: 61/256.01 2020PO
Policy Review: Every 5 Years or upon Legislative Change
Policy Owner (Dept.): Planning and Development
Reference(s): City of Lacombe Land Use Bylaw 400

1. PURPOSE OF POLICY

- 1.1. To guide the process of review and approval of On-Street Patio Applications for proposed patios on City's public sidewalks and/or roads. Patios that are located on private land are governed and regulated by the City of Lacombe's Land Use Bylaw 400.

2. POLICY STATEMENT

- 2.1. The City supports the development, expansion and retention of businesses located within the community. The On-Street Patio Policy establishes a framework for the application, review and approval of patios to be located on a road or a public sidewalk. The framework includes requirements for on-street patios and a step by step process for applying, reviewing, approving and constructing a patio on public sidewalks or roads and is outlined in section 7 of this Policy.

3. APPLICABILITY

- 3.1. City Employees:
- 3.1.1. Planning and Development Department;
 - 3.1.2. CAO;
 - 3.1.3. Council; and
 - 3.1.4. Applicants.
- 3.2. This Policy comes into effect upon approval of Council.

4. NON-COMPLIANCE

- 4.1. In the event the Applicant is in non-compliance with this Policy, the Applicant may be sent a letter describing the non-compliance requesting corrections be made within a specific timeframe. Continued use of the patio, without correction, will result in the permit being revoked by the Planning and Development Department.

5. DEFINITIONS AND ABBREVIATIONS

- 5.1. **“Applicant”** means the individual or entity making a formal On-Street Patio Application;
- 5.2. **“Application”** means a formal application submitted by the Applicant for a proposed patio on a public sidewalk and/or road within the City of Lacombe;
- 5.3. **“CAO”** means the City of Lacombe’s Chief Administrative Officer;
- 5.4. **“City”** means City of Lacombe;
- 5.5. **“Council”** means the Council of the City of Lacombe;
- 5.6. **“Building Permit”** has the meaning ascribed to it in the City of Lacombe’s Land Use Bylaw;
- 5.7. **“Development Authority”** means the Development Authority as established under the City of Lacombe’s Subdivision and Development Authorities Bylaw;
- 5.8. **“Development Permit”** has the means ascribed to it in the City of Lacombe’s Land Use Bylaw;
- 5.9. **“Employees”** means employees of the City of Lacombe;
- 5.10. **“Planning and Development Department”** means the employees of the City who work in Planning and Development;
- 5.11. **“Policy”** means this On-Street Patio Policy.

6. ROLES AND RESPONSIBILITIES

6.1. Council:

- 6.1.1. Approve Policy; and
- 6.1.2. Review On-Street Patio Applications that are referred to Council by CAO.

6.2. CAO:

- 6.2.1. Approve the recommendation of the Planning and Development Department or determine if Council should be the governing body for a specific application; and
- 6.2.2. Ensure staff compliance with this Policy.

6.3. Planning and Development Department:

- 6.3.1. Work with the Applicant to ensure a complete submission is received;
- 6.3.2. Review the application and soliciting feedback from adjacent property owners, current tenants and other City departments;
- 6.3.3. Prepare a decision to be approved by the CAO or Council;
- 6.3.4. Ensure that the Applicant meets all the conditions of their approval;

6.3.5. Support compliance with the terms of this Policy; and

6.3.6. Follow the practices outlined in this Policy.

6.4. Applicant:

6.4.1. Prepare and submit a complete application submission; and

6.4.2. Ensure compliance with this Policy.

7. ON STREET PATIO APPROVAL PROCESS

7.1. The process outlined below is only for on-street patios located on a road and/or on a public sidewalk. Patios that are located on private property are regulated by the City of Lacombe's Land Use Bylaw 400 and will require a Development Permit.

7.2. The City will not issue an approval for any patios proposed on arterial roadways or patios that remove accessible parking stalls.

7.3. Step 1

7.3.1. Applicant contacts the Planning and Development Department by telephone 403.782.1264 or email permits@lacombe.ca, to request a pre-application meeting for the proposed on-street patio. This initial meeting will allow for discussion on the proposed patio with the Planning and Development Department, Applicant will be informed about potential development conditions (ex. design standards) and gain an understanding of potential concerns or limitations. At this meeting, the Planning and Development Department will be able to provide the Applicant an aerial image of the proposed property and the surrounding area. The image will be used to draw the proposed patio and to indicate the public roadway or sidewalk the patio would encompass.

7.4. Step 2

7.4.1. Before the Applicant submits their Application, the Planning and Development Department would recommend the Applicant contact neighbouring businesses and discuss the proposed patio. This will give the Applicant an opportunity to learn who may be affected and will help them identify any potential concerns.

7.4.2. Applicant to check with Alberta Health Services ("AHS") to ensure the proposed food service meets regulations.

7.4.3. If the Applicant plans on serving alcohol, they are to confirm with the Alberta Gaming and Liquor Commission ("AGLC") to be aware of their regulations and ensure compliance. When the Applicant is communicating with AGLC the Applicant must be specific about where the patio is located and if alcohol will cross a public sidewalk or unlicensed areas to get to the patio.

7.5. Step 3

- 7.5.1. Applicant submits Application and payment to the City. The Planning and Development Department will encourage the Applicant to stay well informed any other required approvals while waiting for a decision such as AHS and AGLC requirements, if applicable.

Note: In order to process the Application rapidly, it must be well organized and complete.

7.6. Step 4

- 7.6.1. The Planning and Development Department will contact all property owners and current leaseholders/ tenants located, at minimum, within 60m of the property with the proposed patio, in order to receive feedback on the proposed on-street patio. At the same time, the Planning and Development Department will review the Application to determine what conditions or requirements are needed to issue the permit.
- 7.6.2. The Development Authority will have the authority to approve the Application, however, they will also have the option to refer on-street patio applications to Council for a decision, should there be significant opposition or other complicating factors.

7.7. Step 5

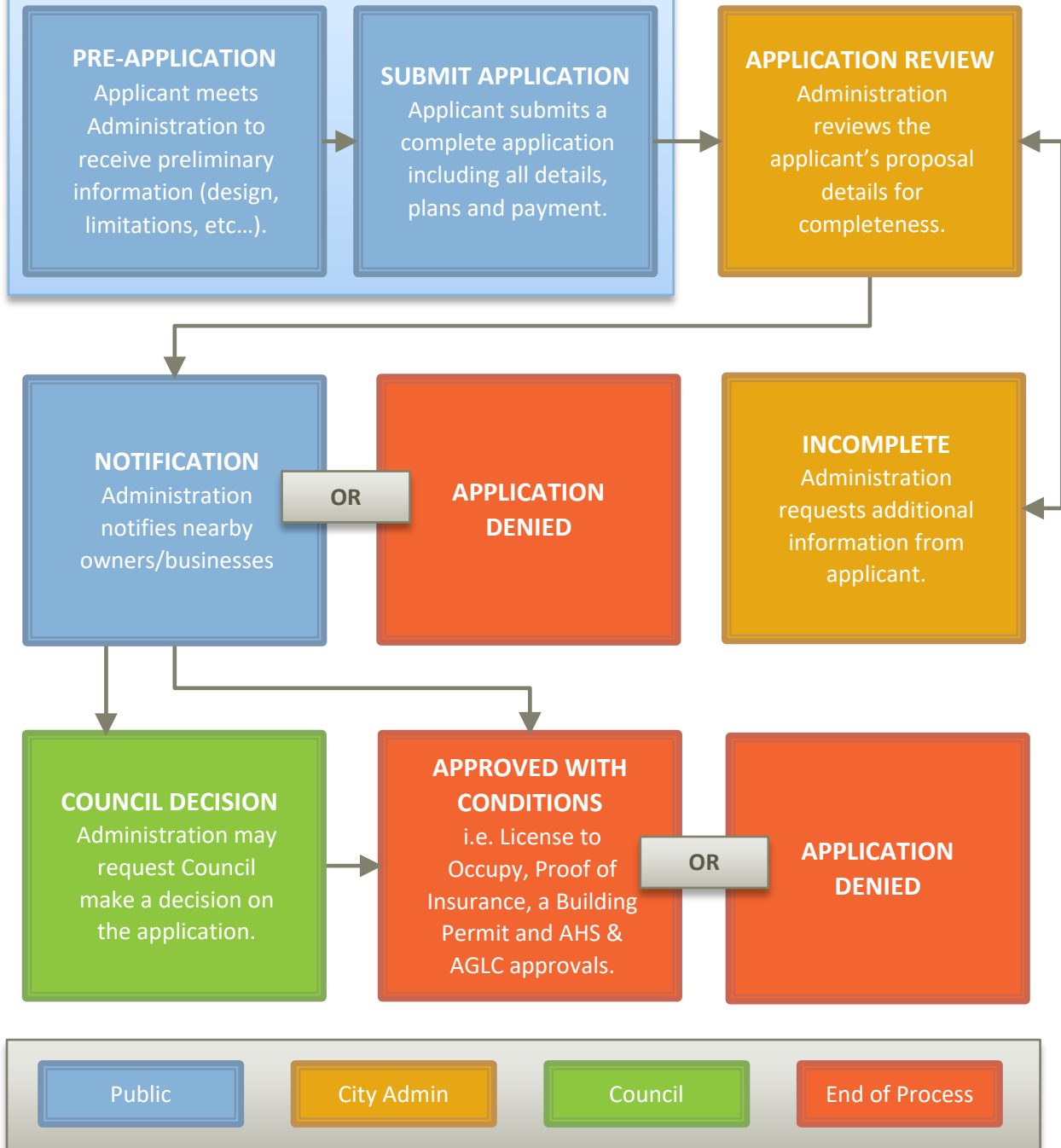
- 7.7.1. If the Development Authority approves the Application, the approval will be subject to conditions. These conditions will vary depending on the location of the patio, but shall include the following:
 - 7.7.1.1. Applicant will enter into a License to Occupy Agreement with the City;
 - 7.7.1.2. Applicant will provide proof of insurance to the City, identifying that the City is co-insured in the amount of \$2,000,000.00;
 - 7.7.1.3. Applicant will obtain a Building Permit for the patio; and
 - 7.7.1.4. Applicant will provide proof of approval from AHS and AGLC.

7.8. Step 6

- 7.8.1. After the on-street patio is installed the Applicant shall contact the City's contracted inspection company for a final inspection prior to use of the patio. The patio must meet the Alberta Building Code prior to being occupied.
- 7.8.2. The Development Authority will not issue an approval for any on-street patios that remove accessible parking stalls.
- 7.8.3. Once the City's contracted building code inspector has confirmed the constructed on-street patio complies with the Alberta Building Code the patio may be occupied.

FIGURE 1 – ON STREET PATIO APPROVAL PROCESS

It is recommended that the Applicant contact neighbouring properties, Alberta Health Services (AHS) and Alberta Gaming and Liquor Commission (AGLC) to discuss details and determine requirements prior to submitting an application.



8. POLICY DETAILS AND REQUIREMENTS

8.1. Design and Location Requirements

8.1.1. All On-Street Patios/Boardwalks shall:

- 8.1.1.1. be barrier free and accessible. This includes the patio and boardwalk being level with the sidewalk, not impeding pedestrian and wheelchair movement, etc.;
- 8.1.1.2. be surrounded by a railing on all sides facing traffic and must be easily removable and pose no trip hazard;
- 8.1.1.3. be constructed of a durable material with a low slip surface and be level;
- 8.1.1.4. be located to minimize parking stall loss;
- 8.1.1.5. be sensitive to existing street furniture;
- 8.1.1.6. employ colours and materials that complement the adjacent building;
- 8.1.1.7. be well maintained and any hazards must be immediately addressed including street furniture;
- 8.1.1.8. be stored either within the building or offsite when not in use;
- 8.1.1.9. align with the Downtown Area Redevelopment Plan (“DARP”) Architectural Guidelines Overlay as per the Land Use Bylaw 400, if the patio is located within the DARP;
- 8.1.1.10. be encouraged to use planters to buffer and highlight the edge of the patio from parking stalls;
- 8.1.1.11. not be affixed to the curb or other City infrastructure;
- 8.1.1.12. not extend into the driving lane of the road;
- 8.1.1.13. be no wider than the adjacent storefront, unless authorization is granted by the Development Authority;
- 8.1.1.14. be delineated by some vertical element (fence, planter, etc);
- 8.1.1.15. be required to incorporate bicycle parking into the patio design to offset the impact of the loss of public parking stalls, if necessary;

8.1.2. Boardwalk Specific:

- 8.1.2.1. may extend in front of other properties/businesses
- 8.1.2.2. in the parking lane must not exceed a maximum 8:1 slope transition from the sidewalk to the boardwalk, if required.
- 8.1.2.3. may have a maximum of 45-degree diversion corner.

8.2. Duration of Approval

8.2.1. Licenses to Occupy shall be granted for a maximum of three (3) consecutive years. When the license expires, Applicant will need to apply for a new approval and enter into a new License to Occupy Agreement with the City, for a subsequent three (3) years. Each new approval will be subject to the standards and regulations of the current Land Use Bylaw and may include requirements for enhanced design standards, beyond regular maintenance.

8.2.2. Licenses to Occupy allows the patio to be placed on City property from May 1 to October 15 in a given year. Extensions may be granted by the Development Authority in any given year based upon weather and street maintenance requirements. In the absence of an extension, patios must be completely removed from the road or sidewalk by October 15 each year.

9. END OF POLICY

Signature of Mayor

Signature of CAO

Date

Date

POLICY RECORD

Approval and Amendment History

Date of Council Meeting	Council Motion Number	Description

Review History

Date of Policy Owner's Review	Description/Action Taken or Required

h:\genfiles\61 municipal planning\256\on-street patio policy - 2020-06-23.docx

REQUEST FOR COUNCIL DECISION



SUBJECT: 2020 Sidewalk Replacement Contract Award
PREPARED BY: Phillip Bevans, Municipal Affairs Intern
PRESENTED BY: Amber Mitchell, Manager of Engineering
DATE: August 10th, 2020

FILE: 32/619

PURPOSE:

To present Council the results of the Request for Tender (RFT) for the 2020 Sidewalk Replacement Program Contract.

RECOMMENDED MOTION(S):

1. THAT Council direct Administration to award the 2020 Downtown Sidewalk Replacement Program contract to Raiders Concrete for to an upset limit of \$104,239.

RELATED PRIOR MOTION(S):

1. n/a

EXECUTIVE SUMMARY:

The 2020 Capital Budget includes \$104,239 for the replacement of select sidewalk, curb and gutter in the downtown area.

Replacement priority is given to sidewalks with lower condition ratings. Due the impact that COVID 19 has already had on downtown businesses this year, the sidewalks chosen for replacement were ones that do not directly impact businesses. These include sidewalk on 49th Avenue, 54th Avenue and 52nd Street. Consultation with downtown businesses and the public is forthcoming under a separate project starting late 2020/early 2021 to develop and prioritize a capital program to implement streetscape improvements within the Downtown Area Redevelopment Plan (DARP).

A total of 5 bids were received, though only 4 met the tender requirements. Raiders Site Services Ltd. (Raiders) submitted the lowest unit rate prices. The scope of work will be adjusted in the field to ensure the City's Downtown Sidewalk Replacement budget is not exceeded.

ANALYSIS:

Background

The Roads Department rates sidewalk condition based on five factors; differential settlement, spalling, heaving/sagging, cracking, and accessibility. The rating of these factors makes up the

REQUEST FOR COUNCIL DECISION



concrete quality index and is represented by a rating from 1 (Very Good) to 5 (Very Poor). The Roads Department regularly inspects sidewalks in Lacombe and updates the City's sidewalk condition online database, the last inspection taking place in 2019. Last year, the data was incorporated into the City's GIS system as part of the Asset Management initiative. This condition assessment data allowed for a strategic selection of sidewalk, identifying stretches where replacement would restore as much continuous sidewalk as possible to very good condition while considering the condition rating for the greater adjacent area. Figure 1 below shows an illustration of the data that was collected and input into GIS.

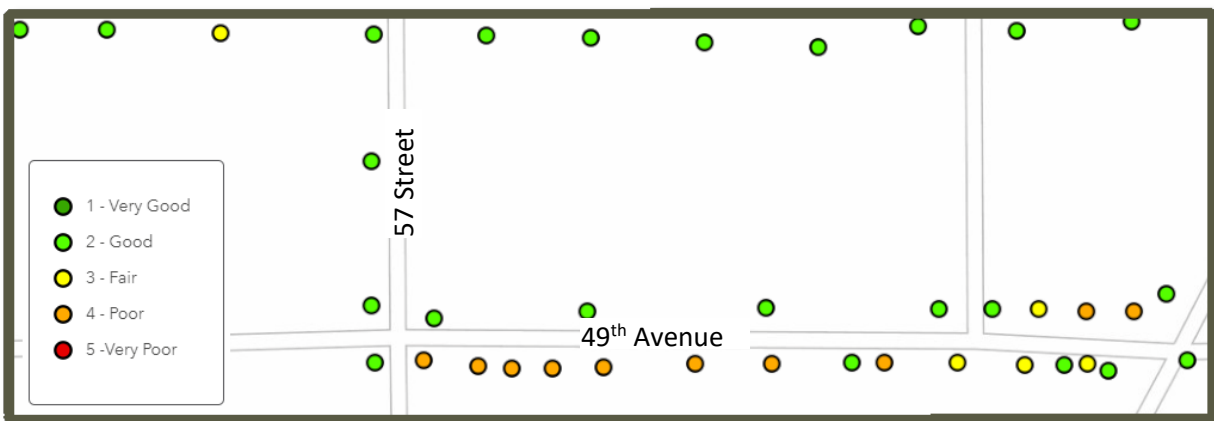


Figure 1 – Condition Data Example (49th Avenue)

This year priority was given to sidewalks outside of the downtown core for 2 reasons. The first is that businesses are already struggling with the impacts of COVID 19, and Administration did not want to impose additional construction impacts on those businesses. The other reason is to prevent rework or throwaway costs associated with some of the potential upcoming Downtown Area Redevelopment Plan (DARP) zone projects.

Public consultation will be completed in 2020/2021 to identify capital projects in the Downtown area over the next ten years to enhance and preserve Lacombe's downtown streetscape design and infrastructure. As those projects have not yet been identified, Administration did not want to allocate funds for sidewalk replacement where the DARP committee may have other visions (ie. mid-block crossings, streetscape improvements, street lighting improvements etc).

The sidewalks replaced in 2020 includes the sidewalk along the south side of 49th Avenue between 57th Street and Calgary Edmonton Trail, the sidewalk along the north side of 54th

REQUEST FOR COUNCIL DECISION



Avenue between 50th and 51st Streets and the sidewalk along the east side of 52nd Street between 49th and 49a Avenues (Figure 2).



Figure 2 – Project Areas

Issue Analysis

A Request for Tender (RFT) was posted on Alberta Purchasing Connection, the City's website and advertised in the Lacombe Express. A total of five (5) bids were received on or before the closing deadline of July 28th, 2020 at 2:00:00 PM MST. A review of the detailed bids performed by Administration confirmed that four (4) bids met the required tender qualifications.

The bid from Raiders Concrete contains the lowest replacement unit rates and is Administration's recommendation for award. Raiders Concrete completed the 2019 Downtown Sidewalk Replacement program for the City and Administration has no concern with awarding the work to this contractor.

The Request for Tender included listed estimated quantities for the work from which interested proponents were asked to bid costs. The exact scope and quantities of sidewalk replacement will be identified in the field to maximize the work completed, while ensuring the City's annual Sidewalk Replacement budget of \$104,239 is not exceeded. The bid results are summarized in Table 1.

REQUEST FOR COUNCIL DECISION



Table 1 – Bid Results (excluding GST)

	Raiders	Proform	Olds	D&H	Blue Grass
Total	\$90,353	\$110,943	\$115,395	\$145,778	
% Over Low Bid	-	23%	28%	61%	

The scope on 52nd Street and 54th Avenue will be adjusted to make best use of the remaining budget.

STRATEGIC PLAN ALIGNMENT:

Replacing sidewalk in poor condition speaks favourably to Council's Strategic Goal 4.3.1.A: "Improve City-owned walkways."

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

The contractor will be required to provide construction notices, traffic and pedestrian accommodation and maintain continuous pedestrian access throughout construction.

ALTERNATIVE MOTION(S):

1. Motion 1:
 - a) THAT Council direct Administration to award the 2020 Downtown Sidewalk Replacement Program contract to Raiders Concrete to an upset limit of \$104,239.
 - b) THAT Council direct Administration on how it wishes to proceed.

ATTACHMENTS:

N/A

REQUEST FOR COUNCIL DECISION



SUBJECT: Committee, Board and Commission Appointments
for Citizens-at-Large
PREPARED BY: Ross Pettibone, Legislative Coordinator/Executive Support
PRESENTED BY: Matthew Goudy, Chief Administrative Officer
DATE: August 10, 2020

FILE: 11/117/2020

PURPOSE:

To fill 2020 vacancies for citizens-at-large, for Council approval of the following:

- one new term appointment and one reappointment to the Lacombe Art Collection Committee (LACC),
- one reappointment on the Lacombe Arts Endowment Committee,
- one new term appointment to the City of Lacombe Library Board.

The Art Committee reappointments (Motion 2 & 3 below) are transitional and aligned with the new Art Development policy requirements at January 1, 2021.

RECOMMENDED MOTION(S):

1. THAT Council approve the appointment of Stacey Thompson to the Lacombe Art Collection Committee with a term ending August 11, 2023
2. THAT Council reappoint Brent Bouwsema to the Lacombe Art Collection Committee with a term expiring December 31, 2020.
3. THAT Council reappoint Ellen Corea to the Lacombe Arts Endowment Committee, with a term expiring December 31, 2020.
4. THAT Council reappoint Ameerah Giesbrecht to the Lacombe & District Recreation, Parks and Culture Board as the student representative, with a term expiring August 31, 2021.

RELATED PRIOR MOTION(S):

1. (June 22, 2020): THAT Council resolves to cease appointing a Councillor member to the Arts Endowment Committee effective October 2020.
2. (October 28, 2019): THAT Council approve the Board appointments and reappointments as presented, with remaining vacancies to be advertised.

REQUEST FOR COUNCIL DECISION



EXECUTIVE SUMMARY:

For all Citizens-at-Large positions on Boards and Committees, administration conducts public advertising, submits applications to, and obtains approval from, the Mayor. Approved applications are distributed to the receiving Board or Committee for information, with recommended appointments presented to City Council for ratification.

Lacombe Art Collection Committee membership (per the proposed Art Development Policy) is:

- Three citizen representatives (artists, art professionals, or an interest in public art), one art student member (high school or post-secondary for a maximum three-year term), one member of the Lacombe and District Recreation, Parks and Culture Board, and two members from the Arts Endowment Committee- (one being the Arts Endowment Committee Chair). Citizen committee members will sit for up to a three-year term with the option to be reappointed for one additional three-year term.

The Lacombe Arts Endowment Committee Terms of Reference requirements are for:

- Four City and area members at large, until October. In October this committee will have five members and no Council representation per the revised Arts Endowment Committee Terms of Reference. Committee members serve terms of up to three years, and can be reappointed for one additional three-year term.

ANALYSIS:

Council is asked to appoint the following:

One new applicant to fill an existing vacancy for a citizen representative on the **Lacombe Art Collection Committee; Stacey Thompson**, for a three-year term.

A reappointment of a citizen representative on the **Lacombe Art Collection Committee**, with a term expiring December 31, 2020; **Brent Bouwsema** (*first appointed January 2014*).

A reappointment of a city and area member-at-large on the **Lacombe Arts Endowment Committee**, with a term expiring December 31, 2020; **Ellen Corea** (*first appointed December 2014*).

REQUEST FOR COUNCIL DECISION



One reappointment of a student member (*School Year 2020-21*) on the Lacombe & District Recreation, Parks and Culture Board with a term expiring August 31, 2021; **Ameerah Giesbrecht** (*first appointed September 10, 2019*).

Advertising will continue as other vacancies as they arise. On or before year end, administration anticipates further vacancies on the Lacombe Police Commission, Subdivision Development and Appeal Board, Municipal Planning Commission, Municipal Library Board, Arts Endowment Committee, Art Collection Committee, and Heritage Resources Committee.

Lacombe Art Collection Committee

(Up to 4 year terms, can be reappointed for one additional 3 year term)

- Council: Jonathan Jacobson, 2020,- At Pleasure
- Citizen-at-Large: Karen Penrice, Jan 1/20 – Dec 31/20
- Citizen-at-Large: Shirley Flinn, Jan 1/19 – Dec 31/21
- **Citizen-at-Large: Stacey Thompson, Aug 11/20 – Aug 11/23**
- **Citizen-at-Large: Brent Bouwsema, Aug 11/20 – Dec 31/20**
- Art Student Member: VACANT
- Lacombe Arts Endowment Committee Chair
- Lacombe Arts Endowment Committee Member
- Recreation and Culture Board Member
- Recreation and Culture Manager (or designate)

Lacombe Arts Endowment Committee

(Up to 4 year terms, can be reappointed for one additional 3 year term)

- Council: Jonathan Jacobson, (to October 2020)
- Citizen-at-Large/City & Area: Teresa Johnson, Oct 28/19 – Dec 31/22
- Citizen-at-Large/City & Area: Janine Borger, Apr 14/20 – Apr 14/23
- Citizen-at-Large/City & Area: Jan Holoboff, Jan 1/18 – Dec 31/20
- **Citizen-at-Large: Ellen Corea, Aug 11/20 – Dec 31/20**

REQUEST FOR COUNCIL DECISION



Lacombe & District Recreation, Parks & Culture Board

(3 year terms, can be reappointed for one additional 3 year term)

- Council: Jonathan Jacobson, 2020, - At Pleasure
- Council (County): Paula Law/Ken Wigmore alternate
- Citizen-at-large: Diana Wiebe, Jan 1/20 – Dec 31/22
- Citizen-at-large: Teresa Johnson, Jan 1/20 – Dec 31/22
- Citizen-at-large: Emma Vockeroth, Jan 1/18 - Dec 31/20
- Citizen-at-large: Ashley Morrison, Jan 1/20 - Dec 31/21
- Citizen-at-large: Kirstin Bouwsema, Jan 1/18 – Dec 31/20
- Citizen-at-large: Dani Ducross, Jan 1/19 – Dec 31/21
- Student Rep: **Ameerah Giesbrecht**, Sep 1/19 – Aug 31/20

STRATEGIC PLAN ALIGNMENT:

4.5.8 Encourage Volunteerism: To Support Volunteerism in the Community.

A. Strongly support volunteerism.

B. Advertise volunteerism partnering opportunities to build a growing sense of community.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

Positions are publicly advertised per policy.

ALTERNATIVE MOTION(S):

1. THAT Council approve the appointment of Stacey Thompson to the Lacombe Art Collection Committee with a term ending August 11, 2023
2. THAT Council reappoint Brent Bouwsema to the Lacombe Art Collection Committee with a term expiring December 31, 2020.
3. THAT Council reappoint Ellen Corea to the Lacombe Arts Endowment Committee, with a term expiring December 31, 2020.
4. THAT Council reappoint Ameerah Giesbrecht to the Lacombe & District Recreation, Parks and Culture Board as the student representative, with a term expiring August 31, 2021.
5. THAT Council not ratify the appointment(s) and direct administration how they wish to proceed.

REQUEST FOR COUNCIL DECISION



ATTACHMENTS:

Applications (Available in Camera)

MONTHLY SIGNIFICANT EVENTS REPORT

Chief Administrative Officer

Date: to August 6, 2020

COVID-19 Response

- Recreation Facilities operating under modified program
- Two active cases in the City of Lacombe at the time of report writing

Administrative

- Alberta Community Partnership Grant received for Fire Services Review (\$60k)
- Work continues on website review
- Strategic Plan status report and update to be presented in August
- Beginning budget preparation
- Conducting preliminary review of projects for recently announced Municipal Stimulus Program

Regional Matters

- NRDRWSC (regional water) held administrative meeting with Ermineskin First Nation

Parks & Trails

- Survey of Elizabeth Lake has revealed significant impacts to ER caused by rising lake levels

From: [Al Lutz](#)
To: [Denise Bellabono](#)
Subject: Re: Relief on wastewater usage
Date: July 27, 2020 4:08:17 PM

My name is Allan Lutz **FOIP Section 17(1)**

My concern is that when we received our utilities invoice in the mail on July 14 we noticed our bill was considerably higher. **FOIP Section 17(1)** My wife phoned the city office immediately and voiced concern. We were told to check for leaking toilets, this was done with food colouring and no leaks were present.

I went to the city and met with Ashley to voice our concerns. She said that they would do an e-code and notify me. After a few days of hearing nothing I went back into the office and they provided me with the e-code report. It showed a huge jump in water consumption from May 31 until July 18.

They agreed to send Ryan to our residence and look at the meter. He had to adjust the position so it could be read. I had surmised that the problem could be the underground irrigation system and shut the valve off. When he looked at the meter it showed no flow therefore problem solved.

My concern is that we have a huge water bill and half of the charge is attributable to wastewater usage.

My requested action is that we not be charged for the wastewater portion of the bill as the water didn't go down the sewer system.

Please contact me if more information is needed. I look forward to the opportunity to voice my concerns to city council.

Regards
Al Lutz

Municipal Notification of Future Changes to Emergency Medical Services

Over the past several years Emergency Medical Services (EMS) resources in your community were dispatched by one of our municipal partners through one of the AHS satellite dispatch centres.

Following a recommendation of the Ernst and Young Alberta Health Services (AHS) Review, AHS EMS will be moving forward with plans to consolidate 911 EMS dispatch services.

Four municipally-run satellite sites, Calgary, Lethbridge, Red Deer and the Municipality of Wood Buffalo, will be consolidated into one of the three AHS EMS dispatch sites: the Northern Communications Centre (NCC, in Peace River) and the Southern Communications Centre (SCC, in Calgary) and Central Communications Centre (CCC, in Edmonton). Termination for all four sites requires 180 days' notice. Notice was given today.

Patient safety is at the core of every decision AHS makes. This includes our approach to dispatching of EMS services across Alberta. The Ernst and Young recommendation validates earlier reports, including one by the Health Quality Council of Alberta, supporting dispatch consolidation for improved patient care and health integration. Consolidation of the four satellite dispatch centres will save over \$6 million annually. This is a fiscally responsible transition that will maintain patient safety and ensure consistency and sustainability of dispatch services across all communities.

A province-wide EMS dispatch system is more efficient and allows better co-ordination of all resources, allowing EMS to send the nearest available ambulance to a patient regardless of any geographic boundaries. 911 callers will notice absolutely no change.

We look forward to continued collaboration with our municipal partners and the Government as we phase in this transition.





August 4, 2020

Mayor Grant Creasy
City of Lacombe
5432 - 56 Avenue
Lacombe, AB T4L 1E9


Dear Mayor Creasy,

Re: Impacts of Assessment Model Changes on Lacombe County

As a neighbour of Lacombe County, I want to bring to your attention a proposal from the Government of Alberta to change the Assessment Model for regulated properties, such as wells and pipelines. Even though the City of Lacombe will not be directly impacted by these proposed changes, their effects will be felt by your community and you should be aware of them.

What is the Assessment Model Review?

If you aren't already aware, Alberta's assessment model is intended to provide a means for all properties in the province to be assigned an objective annual value for the purposes of property taxation and to inform municipal grants and requisitions. While most properties are assessed based on their market values, designated industrial properties, such as wells and pipelines, are assessed based on several regulated factors linked to depreciation, size, materials, etc.

By attempting to use the assessment system to enhance industry competitiveness, the 2020 review and subsequent **changes to how these regulated properties are assessed has compromised the objectivity of the regulated assessment model, and will result in serious fiscal impacts to rural municipalities**, while actually compromising the competitiveness of many small oil and gas companies.

How could these changes impact Lacombe County?

Based on the various potential changes presented by the province, Lacombe County would be required to increase the residential tax rate by between 17.5% and 39.1%, the non-residential tax rate by between 3.6% and 8.4%, or reduce full-time employment by between 8% and 17.9%. Raising tax rates to off-set the impacts of the assessment model change will have the effect of simply transferring taxes from the oil and gas industry to other businesses and residents.

In reality, we may be forced to enact a combination of all three changes, as well as reduce service levels and our commitments to our recently approved intermunicipal collaboration agreements. These changes will impact not only our municipality and the services we provide to residents and businesses, but the entire region, including the City of Lacombe.

How could these changes impact the City of Lacombe?

In addition to the direct impacts on Lacombe County, the reduction in rural property assessment will result in **urban municipalities becoming responsible for a greater share of provincial education property taxes and senior's housing requisitions**. See the attached correspondence from the AUMA and the Senior's Requisition Impact on Urban Partners spreadsheet.

The proposed Assessment Model Changes could also undo all of the hard work we put into developing our Intermunicipal Collaboration Frameworks, as we may be forced to review our funding commitments for shared facilities and services.

What we are asking from the City of Lacombe

What I'm asking from you today is to support Lacombe County in our opposition to this proposal by sending a letter to your MLA, the Minister of Municipal Affairs, the Minister of Energy and the Associate Minister of Natural Gas and Electricity, urging them to reconsider these changes and to work with Alberta's municipalities to better understand their impacts. Lacombe County and all other rural municipalities across Alberta are proud supporters and partners of the oil and gas industry and deserve to be part of the solution to industry competitiveness, rather than being forced to absorb crippling changes to the assessment model.

More information on the proposed changes, along with the impacts, can be found in the [Assessment Model Review Impacts Report – Lacombe County](#) and the [Rural Municipalities of Alberta Assessment Model Review – Outcomes Summary](#), on the Lacombe County website.

Thank you for your support.

Sincerely,



Paula Law, Reeve
Lacombe County



Art Collection 10 Year Management Plan 2020 - 2030

Lacombe Art Collection Committee



Management Plan (2020-2030)

Desired Outcome / Vision

- Sculptures are installed throughout the community
- Continue to add murals throughout the city.
- Procedures will be in place for the care, handling and storage of artwork including sculptures, once a suitable humidity controlled environment is available – perhaps in conjunction with the Historical Society or in the former Parkland Regional Library building.
- A Performing Arts Facility exists and showcases artworks from the collection
- A virtual online catalogue exists for people to view the collection.
- Art is loaned for display in suitable municipal buildings.
- Performing Literary Art Podcasts – including movies/videos at the Flatiron are available
- The Library is filled with beautiful unique artwork and the LMC displays works from the collection, exhibitions from local guilds, artists, and TREX.
- The Committee purchases or commissions at least one piece of artwork per year, ensuring different mediums are added to the collection.



Accomplishments from 2013 – 2020

- IN 2020, the collection has grown to 335 pieces, with a value of \$445K.
- Large commissioned works include the murals, pinecones in Mayor's Park, the Bonsai Fountain in Bruns Park, a bronze statue at the Police Services Building, the Wizard and Dragon wood sculptures in Popow's Park, a Tree Spirit at the trail head on Elizabeth Lake, and the Kinetic Tree downtown.
- Two additional display cases were added in the LMC
- Art tours have been held for Ag Services and various seniors' groups
- The artworks continue to be rotated in the LMC to provide a fresh perspective
- Artist exhibitions have been occurring in the hallway to Anna Maria's Café, and upstairs in the upper foyer.
- The Art Development Policy was created in 2020, and incorporates the old Art Collection, 1% for Art and Art Exhibition policies.
- A piece of artwork from every Featured Artist in the Encore Art Sale has been added to the collection.
- The collection has grown from mainly 2D pieces in 2013 to a 2 & 3D works and a multitude of mediums.
- Many donations of original artworks from community members have been received.

Current Situation In 2020

- Purchase or commission at least 1 piece of art per year
- Art from the original Lacombe Art club of the 50's and 60's is in storage at City Hall
- An excel listing and photos of all of the pieces is being completed
- An Art Collection Brochure is in place and is updated as needed for distribution across the province.
- Biographies of all of the artists have been collected, and placed in the stand in the LMC, and will be available online.
- A donor form/waiver is in use
- Artwork is on display in the library
- AFA Travelling Exhibits are displayed annually at the LMC
- The current catalogue listing is housed at City Hall

Goals

Goal #1: *Purchase one piece of Commissioned Artwork per year, pursuing different mediums, such as sculptures, tapestries, fiber art, metal works, etc.*



Action Steps	Time Frames	Resources	Tracking and Measurement
Council Budget	Yearly	\$20K operating budget.	Yearly
Determine funding for % for Art Policy Operations Budget Donations Sponsorships	When the budget is approved each December As additional funds come in	Capital Budget Funding Operations Budget, Volunteers & Community Services Staff	Operations and Finance confirm that 1% funding is in place as
Determine type of art to be commissioned	If possible, by February 15 each year for issuance of an RFP and installation by year end.	Internet, art shows & sales, recommendations staff, LACC	Type of artwork determined
Write an RFP for commissioning the artwork	February 20 each year	Staff	RFP issued, artist agreement signed
Donations/ Sponsorship Funding Raised	As determined by the Committee	Utility Newsletter. Personal letters, Personal contact. Social Media	Approach one donor/sponsor annually

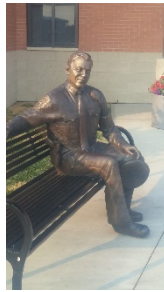
Anticipated Considerations

1. Lack of budget from Council
2. Lack of Capital project funds for 1% For Art
3. Public acceptance of public artwork

Solutions

1. Ensure the Council member on the Art Collection Committee encourages Council to fund public art each year.
2. Attend Alberta Public Art Network Conference (APAN) to learn of new public artists, share ideas and learn from other communities who have a public art program.
3. Innovative ideas / media announcements / videos produced ahead of installations so the public is aware of what is coming, who the artist is, and when to expect it.



Goal #2: Sculptures Installed Throughout the Community

Action Steps	Time Frames	Resources	Tracking and Measurement
Map out Locations for Sculptures Henner's Park, and various areas downtown	Ongoing	City Map, Future Green Areas and DARP (Downtown Area Revitalization Plan) Parks Map, Open Spaces Plan	Sculpture locations identified
Pursue Sculptures as Commissioned or direct purchase pieces	As new sculptors surface, new ideas come to light, or as funding / 1% for art dictates	22K minimum operations budget. Internet, Social Media, APAN, Art Shows, Websites	Sculptures are added as funds and space allow.

Potential Considerations

1. Funding from Council, donors, sponsors
2. Maintenance of park/outdoor areas
3. Ongoing maintenance of artworks

Solutions

1. Innovative thinking for new sculptural concepts
2. Develop a maintenance schedule

Goal #3: Placement of Art in the Community

Action Steps	Time Frames	Resources	Tracking and Measurement
Install additional hanging system for Library	2019	Maintenance staff	Tracking system installed on brick walls.
Collect more art for the Library	ongoing	Community donations Budget funding	
Maintain a list of buildings suitable for additional murals and statues	Ongoing	City Staff	List is in place
Establish a curatorial process for City owned Art	2022	Committee	Curated exhibitions occur in Municipal facilities

Potential Considerations

1. Stakeholder buy-in
2. Artwork site priorities
3. Public awareness of future sites for art

Solutions

1. Promote the benefits to ensure stakeholder buy-in
2. Ensure adherence to this management plan
3. Develop an art location plan

Goal #4: Actively Support the Lacombe Performing Arts Centre Foundation



Action Steps	Time Frames	Resources	Tracking and Measurement
Assist in curating / loaning artwork for display at the PAC	Ongoing	Committee & PAC Board Member	Yearly exhibitions

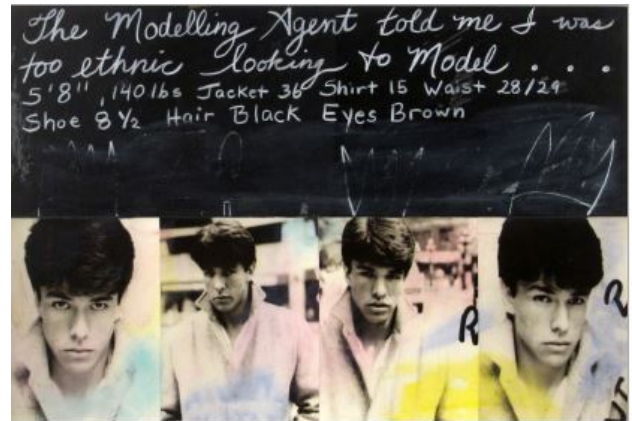
Potential Considerations

1. Availability of artwork
2. Staffing
3. Display requirements

Solutions

1. Rotating exhibitions from the LMC to the PAC
2. Planned take downs and transfers to the PAC
3. PAC purchases secure display areas.

Goal #5: Artist or Alberta Foundation of the Arts Travelling Exhibits on Display in the Lacombe Memorial Centre



Action Steps	Time Frames	Resources	Tracking and Measurement
Select / apply for AFA exhibits	Each year	Staff Time \$ small amount	Notification email rec'd
Market via social media	2 weeks prior to exhibition	City Staff	On schedule, positive public response
Determine if an opening should be held	At the outset of the year once exhibiting artists are selected	City Staff Budget funds	Number of attendees per opening is greater than 30 people
Take down and return artwork	As per AFA schedules	Staff, exhibiting artists, committee	Display area ready on time for new art

Anticipated Considerations

1. Manpower for displays
2. Staff time for social media
3. Openings are poorly attended.

Solutions

1. Book Committee members or volunteers 6 weeks out from exhibition set up & take down.
2. Create a video of the exhibiting artist for social media to promote the opening 6 weeks in advance.
3. Ensure ample budget for advertising openings. Person to person invitations, mailings.

Goal #6: Preservation of the Art Collection

Action Steps	Time Frames	Resources	Tracking and Measurement
Collaborate with the Historical Society &/or City Council	TBD	Staff Volunteers Society members	Proper storage of works exists and is being used for the preservation of the art collection
Create procedures for the care, handling, and storage (humidity control) of artwork	When facilities are approved.	Volunteers Staff Other city/ organizations' procedures Research	Procedures in place and implemented
Digital Art Collection documentation	By 2025	City Staff Committee Members Student	The Art Collection is digitized and available online

Potential Considerations

1. Funding for storage/ equipment
2. Stakeholder buy-in
3. Time and staffing requirements

Solutions

1. Allocation of budgeted funds
2. Increase awareness of the monetary and historical value of the collection
3. Seek grant funding to hire a summer student to create the digital collection.

Goal #7: Establish and Maintain Active Partnerships

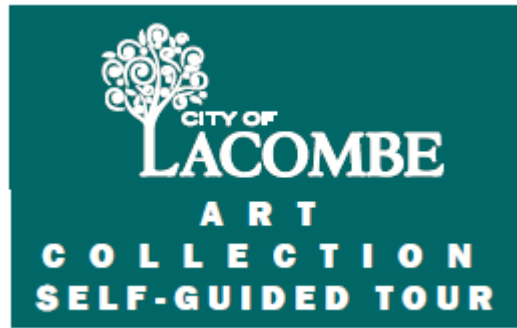
Action Steps	Time Frames	Resources	Tracking and Measurement
Partner with Tourism & Chamber to market the art collection as a destination	Ongoing	Staff Lacombe Tourism Lacombe Chamber	The art collection is being marketed as a tourism destination.
Partner with Lacombe Historical Society for historical preservation/use	Ongoing	Staff Historical Society	Local significant art pieces and artists information is properly preserved
Library partnership for children's education programs – TREX exhibits	Ongoing	Staff, Volunteers, Library staff & Businesses	Library uses TREX exhibition materials to host children's education programs
Partner with Alberta Art Guilds to promote LMC exhibitions	Ongoing	City Staff Guild staff	Information is shared via e-mail and social media for upcoming events
Host the Alberta Public Art Network Conference	2025 – 2030	Staff, committee, artists, volunteers	The APAN conference is held in Lacombe, and is successful

Potential Considerations

1. Lack of buy-in for partnerships
2. Time and staff requirements
3. \$\$

Solutions

1. Promote the benefits to ensure partnership buy-in
2. Prove win-win scenarios are worth the time and staff resources
3. Training

Goal #8: Market the Art Collection

Action Steps	Time Frames	Resources	Tracking and Measurement
Develop and Implement a Marketing Plan	As funds permit	Staff Volunteers	Numbers are quantified for customer reach etc.
Update Brochure	Every three years	Staff	Brochure is updated and distributed
Utilize social media and film to promote exhibitions and new art works	Ongoing	Staff LACC	Positive feedback from the public via current social media platforms
Consider hosting Artist Celebrations for Exhibitions	As per the booking schedule / funding	\$\$, Staff LACC Facility	# of people attending openings

Potential Considerations

1. Time and Staff requirements
2. Lack of funding to implement the current marketing plan
3. Who to host openings for?

Solutions

1. Prove outcomes are worth the money, time and staff resources
2. Increase marketing budget

Determine how many openings to host per year, and create a video to promote selected art exhibitions 6 weeks ahead of time

Goal #9: Committee Education

Action Steps	Time Frames	Resources	Tracking and Measurement
Attend educational conferences (Alberta Public Art Network, Creative Cities)	Once per committee member per term Yearly for staff	Staff Volunteers	Each committee member has attended at least one conference during their term(s)
Shared learnings	Yearly	Conference attendees, staff	Upon return, a report is created and shared with the committee.
Maintenance of collection	Ongoing	Staff, volunteers, manuals, videos	Proper maintenance techniques are known and implemented, outside resources are utilized as needed

Potential Considerations

1. Timing of conferences
2. Lack of funding
3. Staff / committee needs

Solutions

1. Newer members are offered first opportunity to attend with staff member. Alternates are in place.
2. Maintenance schedule for bronze and wood sculptures are in place and followed.
3. If staff cannot attend, a second committee member will be sent.

Tracking and Measurement

Who needs to know & who needs to tell them?

- Staff
- City Council
- Volunteers
- General Public

How will we communicate the plan?

- Council reports
- Sunny radio
- Newsletters
- Social media (videos, blog, twitter, facebook)
- Newspaper
- Articles

When will the plan start? 2010

Who is responsible for what?

- Lacombe Art Collection Committee to approve a plan
- Council Representative to inform Council
- Council to support with resources (money, staffing)
- Implementation by volunteers and staff (administration & maintenance)

What kind of follow-up information is needed?

- Action list reviewed at meetings, tracked and measured

From Whom?

- Staff
- City Council
- Volunteers
- General Art Enthusiasts

How often?

- At least yearly at the Art Collection Meetings

In what form?

- Meeting agenda
- Verbal reports
- Notes/Emails

Support team important to the success of this plan:

- Staff
- City Council
- Volunteers
- Art Enthusiasts

Art Collection Meeting Agenda

June 24, 2020

Council Chambers at 5:15pm

Attendees: Ellen Corea, Shirley Flinn, Karen Penrice, Brent Bouwsema, Cllr. Jacobson, Maureen MacKenzie

Emma Vockereth (by phone)

1. Call to order at 5:15pm
2. Addition to / Adoption of Last Meeting's Minutes
3. Elect a chair and co-chair - one year positions
Brent Bouwsema was nominated by Shirley Flinn to be the Chairperson. Accepted by all
Karen Penrice volunteered to be Vice Chairperson. Accepted by all.

4. Old Business

a. Grouse Sculpture

As part of an Anti-Racism Grant Application submitted earlier this year, the Art Collection Committee commissioned Teacher Michael Willing and welding students Tessa Potts and Eileen Firestone from Mamawi Atosketan Native School in Ponoka to create a metal sculpture of a grouse.

In addition, 2019 was the year of the grouse, and historically it was an important source of sustenance for Indigenous and settler peoples. Once abundant in our area, the grouse population has seen significant decline.

The student's concept along with the work done to date was presented to the Committee. The sculpture features two sharp tailed grouse, one sitting on a log, and the second flying in and landing at the other end.

The name of the piece will be "Miweyihtowin" which means "affinity for one another". It is representative of the strong emotive connection of affinity between relations. Humans long for connections in life that bring stability, kindness and longevity. Their work aims to suggest that as we come together as humans we are stronger and more resilient than alone.

Work will continue on the sculpture, and it will be installed on the berm at the north west corner of the traffic circle by Royal Oaks for unveiling during Culture Days. Maureen will arrange for a full ceremony with council members, students & their families, teachers, elders, dancers etc.

The committee were very impressed with the vision and work done to date by the students.

- b. Anti-Racism Grant Application Update – due to COVID 19, our application was withdrawn. The activities would have started in May, and gatherings were / are not permitted.

- c. Donation of Jan Walker embossings – these will be re-matted in the fall.
- d. Red Dresses – The red dresses which were purchased for display with the Forgotten Moccasins Art Exhibition were removed from City Hall sometime in March/April of this year. These dresses were a significant part of the exhibition, which was created to honor the Missing and Murdered Indigenous Women and Girls in Canada. Additional red dresses will be sourced to replace them.

5. New Business / Emergent Items

- a. Art Policy Amalgamation –
 - i. The amalgamation of the [Art Collection](#), [Art Development](#) and [Art Exhibition](#) policies into one document was reviewed.
 - ii. The committee has recommended that under definitions, the definition for “Artisan” is removed, and the word “fine” is removed from the definition of Artist.
 - iii. The text “committee members are encouraged to participate in professional development conferences such as the Alberta Public Art Network, or Creative Cities once per term to increase their knowledge of public art installations (issues, maintenance, commissioning etc.) and the work that other communities are doing.” will be added to either this policy or Administrative Directive as determined by Administration.
- b. Art Collection Storage
 - i. Our collection has grown significantly 174 pieces in 2013 and 335 pieces in 2020 which is a significant accomplishment. Including the murals the value of the collection is just shy of \$450,000. With many recent donations of original art, adequate storage is becoming an issue. Currently pieces are stored at the LMC and City Hall, and to maintain the condition of the paintings and frames, minimize damage during storage and ease of artwork change-outs a temperature controlled space with professional storage amenities is recommended. There is a temperature controlled space in the former Parkland Regional Library that may be ideal for this purpose. Councilor Jacobson has offered to take this forward as information for council.
- c. Council Membership on the committee
 - i. City Council reviewed and discussed the Administrative report and recommendations from the Art Collection Committee regarding Council representation on the committee, and has determined that a council member will continue as an active member of this committee.
- d. Donation of Joan Malone paintings.
 - i. The committee received a donation of five portraits and one landscape painting from Mrs. Malone’s estate. Mrs. Malone was one of the original “Group of 8” painters in Lacombe, and we are thrilled to have works from each artist now. Additional information regarding the Group of 8 can be found in the first history book of Lacombe.
- e. Update on Hey Doreen Mural – Cornel Hanson was in Lacombe to inspect the vinyl separation issues with the mural. He is working with the manufacturer for a solution.

- f. Committee Membership – Ellen & Brent’s reappointments will be going to Council shortly.
- 6. Standing Items
 - a. 2020 Budget – reviewed.
 - b. 10 Year Plan –
 - i. This was reviewed and the document will be updated.
- 7. Action Items List
- 8. Round Table – Sharing
 - a. The bronze sculpture at the Police Station was cleaned and re-waxed. This will continue twice per year.
 - b. Three Charlie Donald paintings re-installed on the fence at Popow’s Park
 - c. A new playground will be installed in Heritage Park this year. There are some smaller Charlie Donald works that could be sealed and installed on the fence at this park. Maureen will see if there is interest from the community to work together to get them sealed and hung on the fence.
 - d. The artist biographies at the LMC are being re-worked so that more artists can be included in the binder. Once complete, Maureen will see if this information can be uploaded to the new website as a virtual gallery/information about the art collection.
 - e. A temporary chalk art project for the community during Culture Days is being considered.
- 9. Next Meeting Date – TBD
- 10. Meeting adjourned at 7:30 pm



CITY OF LACOMBE
MUNICIPAL PLANNING COMMISSION
MINUTES 061720

DATE: June 17th, 2020

PLACE: City of Lacombe Council Chambers

TIME: 5:00 p.m.

PRESENT:	Grant Creasey	Mayor
	Thalia Hibbs	Councillor
	Don Gullekson	Councillor
	Debbi Gallant	Member at Large
STAFF:	Deb Bonnett	Planning and Development Manager
	Jennifer Kirk	Development Officer
REGRETS:	Crystal Chappell	Development Officer

1. CALL TO ORDER

Chairperson Creasey called the meeting to order at 5:00 p.m.

2. ADOPTION OF AGENDA

That the agenda be approved as presented.

MOVED BY: Councillor Hibbs

CARRIED: Unanimously

3. ADOPTION OF MINUTES

MOVED BY: Councillor Gullekson

That the Municipal Planning Commission minutes for May 20th, 2020 be approved as presented.

CARRIED: Unanimously

4. DEVELOPMENT PERMIT APPLICATIONS

4.1 61/250.76 (20) – Medical and Health Services Clinic (Physical Rehabilitation Centre)

Unit 1, 6140 Highway 2A

Lot 20, Block 3, Plan 882 1150

The Applicant was not in attendance to provide additional information and answer questions.

Planning and Development Manager, Deb Bonnett, presented an application for a medical and health services clinic (physical rehabilitation centre) to be located at Unit 1, 6140 Highway 2A.

Discussions took place regarding the required amount of accessible parking stalls. It was noted that this requirement is determined by the Safety Codes Officer.

After discussion, the following motion was put forward:

MOVED BY: Councillor Gullekson

“RESOLVED that the Municipal Planning Commission approve a Physical Rehabilitation Centre to be located within Unit 1, 6140 Highway 2A; Lot 20, Block 3, Plan 882 1150, zoned C4.

Approval is in respect of works consisting of and as described on the Development Permit application form and plans submitted by the Applicant, subject to the following conditions:

1. This permit indicates that only the development to which it relates is authorized, with the provisions of the Land Use Bylaw, and in no way relieves or excuses the Applicant from complying with the Land Use Bylaw and in or any other bylaw, orders and/or regulations affecting such development.
2. This permit is valid for a period of twelve (12) months from the date of issue. If, at the expiry of this period, the development has not been commenced with reasonable diligence, this permit shall be null and void.
3. The Development Officer may, in accordance with Section 645 of the Municipal Government Act, take such action as is necessary to ensure that the provisions of this bylaw are complied with.
4. Applicant is to obtain a City of Lacombe Building Permit and any required Plumbing, Electrical and Gas Permits prior to occupancy of space and for any leasehold improvements.
5. Applicant to display the assigned civic address on the main building, facing the road or street, so that it can be clearly read from the roadway. Further information can be obtained from the Development Department.
6. Applicant to obtain a City of Lacombe Business License prior to operation of the business
7. Applicant to obtain Alberta Health Services approval for the business and provide copies to the City of Lacombe.
8. Applicant to obtain a sign permit for the fascia sign currently posted on the building.
9. The decision of the Municipal Planning Commission being provided to the Applicant and Landowner, notice being posted on the City of Lacombe's website, a local newspaper, and a notice being posted on the subject lands, and no appeal against the decision being successful.

*Please note that this decision is subject to an appeal period which ends on **July 8th, 2020** at 4:30 p.m.*

CARRIED: Unanimously

**4.2 61/250.89 (20) – 33% Side Yard Setback Variance on an Existing Shed
32 Sandstone Avenue
Lot 24, Block 3, Plan 782 2856**

The Applicant was not in attendance to provide additional information and answer questions.

Planning and Development Manager, Deb Bonnett, presented an application for a 33% (0.3m) side yard setback variance on an existing shed to be located at 32 Sandstone Avenue.

Discussions took place regarding proper drainage requirements as outlined in the City's Land Use Bylaw. It was determined that condition #6 be amended to include proper drainage satisfactory to the Development Authority and that a reminder note be added to the decision letters regarding the City's drainage requirements.

After discussion, the following motion was put forward:

MOVED BY: Councillor Hibbs

“RESOLVED that the Municipal Planning Commission approve a 33% (0.3m) side yard setback variance for an existing 180ft² shed located at 32 Sandstone Avenue; Lot 24, Block 3, Plan 782 2856; zoned R1 – Residential Detached District.

Approval is in respect of works consisting of and as described on the Development Permit application form and plans submitted by the Applicant, subject to the following conditions:

1. This permit indicates that only the development to which it relates is authorized, with the provisions of the Land Use Bylaw, and in no way relieves or excuses the Applicant from complying with the Land Use Bylaw and in or any other bylaw, orders and/or regulations affecting such development.
2. This permit is valid for a period of twelve (12) months from the date of issue. If, at the expiry of this period, the development has not been commenced with reasonable diligence, this permit shall be null and void.
3. The Development Officer may, in accordance with Section 645 of the Municipal Government Act, take such action as is necessary to ensure that the provisions of this bylaw are complied with.
4. Applicant is to obtain a City of Lacombe Building Permit.
5. Applicant to apply for and obtain any required Secondary Permits (for example, electrical if a light is installed).
6. Applicant is to ensure positive drainage away from adjacent property to the satisfaction of the Development Authority.
7. Applicant to ensure that the accessory building matches or is complimentary to the primary dwelling unit in color and materials.
8. Applicant to ensure that the exterior of the building, including paints, shall be completed within twelve (12) months from the date of issue of the Building Permit.
9. The decision of the Municipal Planning Commission being provided to the Applicant and Landowner, notice being posted on the City of Lacombe's website, a local newspaper, and a notice being posted on the subject lands.

Note: Section 8.23.1 of Land Use Bylaw 400: All roof drainage from any structure shall be directed onto the parcel upon which the structure is situated.

Please note that this decision is subject to an appeal period which ends on July 8th, 2020 at 4:30 p.m.

CARRIED: Unanimously

5. SUMMARY OF DISCRETIONARY USE PERMITS ISSUED BY THE DEVELOPMENT OFFICER

- 5.1. **61/255.05 (20):** Home Occupation 2 – First Aid Classes (Touches of Safety)
10 Elisa Close; Lot 68, Block 1, Plan 022 5502; Zoned R1 (Residential Detached District)
- 5.2. **61/250.82 (20):** Temporary On-Street Patio (Leto's Steakhouse & Bar)
4944 Highway 2A; Lot 5, Block 6, Plan RN1; Zoned C1 (Central Commercial District)
(Wooden patio located alongside 49B Avenue, adjacent to the restaurant)

6. NEXT MPC MEETING

July 8th, 2020

7. ADJOURNMENT

THAT this meeting now adjourns at 5:43 p.m.

MOVED BY: Councillor Gullekson

CARRIED: Unanimously

Chairperson



July 08 2020
Date



CITY OF LACOMBE
MUNICIPAL PLANNING COMMISSION
MINUTES 08/07/2020

DATE: July 8th, 2020

PLACE: City of Lacombe Council Chambers

TIME: 5:00 p.m.

PRESENT:

Grant Creasey
Don Gullekson
Debbi Gallant

Mayor/Chair
Councillor
Member at Large

STAFF:

Debbie Bonnett
Jennifer Kirk

Planning and Development Manager
Development Officer

REGRETS:

Thalia Hibbs
Crystal Chappell

Councillor
Development Officer

1. CALL TO ORDER

Chairperson Creasey called the meeting to order at 5:02 p.m.

2. ADOPTION OF AGENDA

MOVED BY: Councillor Gullekson

That the agenda be approved as presented.

CARRIED: Unanimously

3. ADOPTION OF MINUTES

MOVED BY: Member Gallant

That the Municipal Planning Commission minutes for June 17th, 2020 be approved as presented.

CARRIED: Unanimously

4. DEVELOPMENT PERMIT APPLICATIONS

- A. 61/251.14 (20) – Addition to Existing Attached Garage with 30% (1.78m) Front Yard Setback Variance**
26 Iron Wolf Ridge
Lot 13, Block 2, Plan 992 5122

The Applicants were in attendance to provide additional information and answer questions.

Planning and Development Manager, Debbie Bonnett, presented an application for an addition to an existing double car garage with a 30% (1.78m) front yard setback variance to be located at 26 Iron Wolf Ridge. The purpose of the application is to develop a triple car garage.

After discussion, the following motion was put forward:

MOVED BY: Councillor Gullekson

“RESOLVED that the Municipal Planning Commission approve a 30% (1.78m) Front Yard Variance to a Proposed Addition on an Existing Attached Garage to be located at 26 Iron Wolf Ridge; Lot 13, Block 2, Plan 992 5122; Zoned R1.”

Approval is in respect of works consisting of and as described on the Development Permit application form and plans submitted by the Applicant, subject to the following conditions:

1. This permit indicates that only the development to which it relates is authorized, with the provisions of the Land Use Bylaw, and in no way relieves or excuses the Applicant from complying with the Land Use Bylaw and in or any other bylaw, orders and/or regulations affecting such development.
2. This permit is valid for a period of twelve (12) months from the date of issue. If, at the expiry of this period, the development has not been commenced with reasonable diligence, this permit shall be null and void.
3. The Development Officer may, in accordance with Section 645 of the Municipal Government Act, take such action as is necessary to ensure that the provisions of this bylaw are complied with
4. Existing mature landscaping should be retained wherever possible. Where mature trees are removed to enable a proposed development, they should be replaced at a 1:1 ratio of an appropriate species to the satisfaction of the Development Authority.
5. No portion of the garage shall project into the right-of-way located in the front yard of the subject site. To do so will require an agreement with the City/owner of the right-of-way.
6. Applicant is to obtain a City of Lacombe Building Permit prior to commencement of construction.
7. Applicant to apply for and obtain any required Secondary Permits (Electrical, Plumbing, Gas).
8. Applicant to ensure that the addition matches or is complimentary to the primary dwelling unit in color and materials, to the satisfaction of the Development Authority.
9. Applicant to ensure that the exterior of the building, including paints, shall be completed within twelve (12) months from the date of issue of the Building Permit.
10. Applicant to ensure that the accessory building matches or is complimentary to the primary dwelling unit in color and materials.
11. Applicant may not connect floor drain in garage floor slab to City services.
12. Prior to Building Permit issuance, the Applicant shall submit a Development Permit Deposit in the amount of \$1000.00. Deposits will be released once it has been determined that all conditions of the Development Permit have been met.
13. The decision of the Municipal Planning Commission being provided to the Applicant and Landowner, notice being posted on the City of Lacombe's website, a local newspaper, and a notice being posted on the subject lands, and no appeal against the decision being successful.

*Please note that this decision is subject to an appeal period which ends on **July 29th, 2020** at 4:30 p.m.*

CARRIED: Unanimously

5. SUMMARY OF DISCRETIONARY USE PERMITS ISSUED BY THE DEVELOPMENT OFFICER

5.1 61/255.10 (20): Home Occupation 2 – Quilting & Giftware

9 Henner’s Outlook; Lot 38, Block 7, Plan 072 9973; Zoned R1 (Residential Detached District)

5.2 61/250.86 (20): Side Yard Setback Variance on 9’ x 18’ Proposed Residential Addition

5427 50 Avenue; Lot 11, Block 21, Plan RN1B; Zoned R1 (Residential Detached District) and part of the Downtown Area Redevelopment Plan (DARP) Old Town Main Street: Residential District Overlay

The Municipal Planning Commission accepted for information the summary of discretionary use permits issued by the Development Officer.

6. NEXT MPC MEETING

July 22nd, 2020

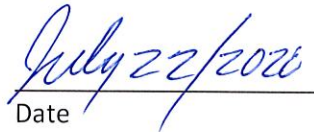
7. ADJOURNMENT

THAT this meeting now adjourns at 5:17 p.m.

MOVED BY: Member Gallant

CARRIED: Unanimously

Chairperson

A handwritten signature in blue ink, appearing to read "Heaney", is written over a horizontal line.A handwritten date "July 22/2020" in blue ink is written over a horizontal line.

Date



COUNCIL MEMBER'S REPORT

TO	Members of Council
FROM	Thalia Hibbs
SUBJECT	- Summary of meetings/events attended as a Council representative - Key issues raised and/or comments for Council's information
DATE OF REPORT	August 10, 2020 <i>(for the period June 17, 2020 to August 5, 2020)</i>
ORGANIZATION	KEY POINTS OF DISCUSSION AND/OR DECISIONS
MPC	June 17 – two items. 1. Occupancy of Medical & Health Services Clinic (C4), discretionary use – APPROVED 2. Side Yard Setback Variance for existing shed (R1) - APPROVED
COUNCIL	June 19 – Farmers Market City Booth. Good turn out, always nice to chat with residents (and visitors!)
COUNCIL	June 22 – Regular Council Meeting
COUNCIL	June 24 – Special Council Meeting
LRWSC	June 24 ***UNABLE TO ATTEND DUE TO CONFLICT***
COUNCIL	June 26 – Farmer's Market City Booth
COUNCIL	July 3 – Farmer's Market City Booth
MPC	July 8 ***ABSENT (Holidays)****
COUNCIL	July 13 – Regular Council Meeting
Community Event	July 22 – Dementia Friendly Community Lacombe Meeting. Invited to attend a follow up meeting to the presentation attended earlier in the year. The group has formed a working group that is cross disciplinary. They have determined goals and identified resources to attain them. One goal recently achieved was the creation of a resource guide intended to outline all the supports available for people diagnosed with dementia and caregivers. This outstanding resource has 24 pages of information! The group would like to work with the City as a partner going forward. I mentioned the City's upcoming 'Social Master Plan' and the group has since been in contact with administration. Many of the goals identified by the group will help more than those touched by dementia, but also make Lacombe a better place for all.
MPC	July 22 – One Item Oversized Detached Garage (R1) on large lot - APPROVED

CITY OF LACOMBE
MINUTES OF COUNCIL MEETING 20-14

Minutes of the Regular Meeting of Council held on **July 13, 2020** in the Council Chambers of the City Administration Office.

- Present:** Mayor Grant Creasey
Deputy Mayor Reuben Konnik
Councillor Don Gullekson
Councillor Thalia Hibbs
Councillor Cora Hoekstra
Councillor Jonathan Jacobson
Councillor Chris Ross
- Staff Present:** Matthew Goudy, Chief Administrative Officer
Deborah Juch, Director of Community Services
Diane Piche, Director of Corporate Services
Chris Huston, Manager of Utilities
Matthew Tomnuk, Computer and IS Technician
Ross Pettibone, Legislative Coordinator/Executive Support (remote)
- Regrets** Jordan Thompson, Director of Operations and Planning Services
Mauricio Reyes, Senior Finance Manager
- Media Present:** None
- Others Present:** Peter Kuipers, Co-Chair, Charis Village Housing Society
Merle Jacobson, Co-Treasurer, Charis Village Housing Society
Kerry Ward, General Manager, Lacombe Golf & Country Club
John Hellofs, Board Director, Lacombe Golf & Country Club

CALL TO ORDER – Regular Meeting of Council

Mayor Creasey called the meeting to order at 5: 04 p.m.

ADOPTION OF AGENDA

MOVED BY Councillor Gullekson:

THAT the Monday July 13, 2020 regular meeting agenda be adopted as presented.

11/178.14 20MO
THAT the Monday July
13, 2020 regular
meeting agenda be
adopted as presented.
20-245

PRESENTATIONS

Charis Village Housing Society of Central Alberta

Merle Jacobson and Peter Kuipers attended to present a request to Council for tax relief (50 percent reduction in 2020 and 25 percent reduction in 2021) for the not-for-profit Charis Village development. Council was updated on Chinook Villa with seven life leases sold of 46 total suites, and five duplex development life leases sold to date. Charis Village planned to build in phases, beginning with independent living condominiums and duplexes and with growth, transition to supportive living and long term care to allow for aging in place. Sales had been impacted by COVID-19 and interruptions to direct marketing, which had now resumed via show-suites on each of the four floors.

Lacombe Golf & Country Club

Kerry Ward and John Hellofs attended to present their request to Council for tax relief for the Lacombe Golf and Country Club (LGCC). Council was informed the LGCC had 400 members, 500 shareholders and 48 employees, and had operated in the City for 96 years. Comparisons to other golf facilities were discussed. A variety of business challenges in recent years had resulted in a review of the business model to become more competitive, with capital improvements also required.

REQUESTS FOR DECISION

Charis Village Request

Matthew Goudy, Chief Administrative Officer, presented a recommendation to Council following a request from the Charis Village Housing Society of Central Alberta for a reduction of property taxes in the years 2020 and 2021. In response to a council request for more information, administration would summarize current tax relief in the city (other than listed exempt government facilities and places of worship) as well as impacts, if any, on municipal taxation for entities registered as not for profit societies.

12/415.01 20MO
THAT Council defers
2020 tax collection for
the roll numbers listed
to June 30, 2021
without penalties.
20-246

MOVED BY Councillor Ross:

THAT Council defers 2020 tax collection for the roll numbers listed to June 30, 2021 without penalties.

CARRIED UNANIMOUSLY

12/415.02 20MO
THAT Council direct
administration to bring
more information to
Council regarding not
for profit organizations
and tax implications of
those before October.
20-247

MOVED BY Councillor Hoekstra:

THAT Council direct administration to bring more information to Council regarding not for profit organizations and tax implications of those before October.

CARRIED UNANIMOUSLY

Lacombe Golf & Country Club Request

Matthew Goudy, Chief Administrative Officer, presented a recommendation to Council following a request from the Lacombe Golf and Country Club for a reduction of property taxes.

12/415.03 20MO
THAT Council defer the
Lacombe Golf and
Country Club Request
to a later date and
return with more
information to Council.
20-248

MOVED BY Councillor Hibbs:

THAT Council defer the Lacombe Golf and Country Club Request to a later date and return with more information to Council.

CARRIED UNANIMOUSLY

Community Economic Development Bylaw 480

Deborah Juch, Director of Community Services, presented Bylaw 480 for first reading, delineating the City's partnership with Echo Lacombe Association and other community non-profit groups in the delivery of community economic development initiatives, which will repeal the existing Economic and Community Development Task Force Bylaw 359.

11/175.29 20MO
THAT Council gives
Bylaw 480 first reading
as presented, and
directs Administration to
return the Bylaw for
second reading on
August 10, 2020.
20-249

MOVED BY Councillor Ross:

THAT Council gives Bylaw 480 first reading as presented, and directs Administration to return the Bylaw for second reading on August 10, 2020.

CARRIED UNANIMOUSLY

Vacuum Truck Replacement RFP Results

Matthew Goudy, Chief Administrative Officer, with Chris Huston, Manager of Utilities, presented a request for Council to approve the replacement of the existing Vactor Combination Sewer Cleaning and Hydro-excavation (hydro-vac) unit as approved in the 2020 Capital Budget.

MOVED BY Councillor Konnik:

THAT Council authorize the purchase of the Vactor 2100i combination sewer flushing unit (Option 2) from Joe Johnson Equipment for a net cost of \$544,178.

42/782.01 20MO
THAT Councillor
Konnik's Motion be
modified to read THAT
Council authorize the
purchase of the Vactor
2100i combination
sewer flushing unit to a
maximum cost of
\$544,178.
20-250

AMENDING MOTION MOVED BY Councillor Hoekstra:

THAT Councillor Konnik's Motion be modified to read THAT Council authorize the purchase of the Vactor 2100i combination sewer flushing unit to a maximum cost of \$544,178.

AGAINST:
Councillor Hibbs
Councillor Konnik

FOR:
Mayor Creasey
Councillor Hoekstra
Councillor Gullekson
Councillor Jacobson
Councillor Ross

CARRIED

42/782.02 20MO
THAT Council authorize
the purchase of the
Vactor 2100i
combination sewer
flushing unit to a
maximum cost of
\$544,178.
20-251

MOVED BY Councillor Konnik:

THAT Council authorize the purchase of the Vactor 2100i combination sewer flushing unit to a maximum cost of \$544,178.

AGAINST:
Councillor Hibbs
Councillor Konnik

FOR:
Mayor Creasey
Councillor Hoekstra
Councillor Gullekson
Councillor Jacobson
Councillor Ross

CARRIED

Director of Emergency Management Appointment

Diane Piche, Director of Corporate Services, presented a request for Council to appoint a new Director of Emergency Management for the Lacombe Emergency Management Agency.

24/117.01 20MO
THAT Council appoint
Fire Chief Dennis Cole
to the role of Director of
Emergency
Management for the
City of Lacombe
effective July 14, 2020.
20-252

MOVED BY Councillor Ross:

THAT Council appoint Fire Chief Dennis Cole to the role of Director of Emergency Management for the City of Lacombe effective July 14, 2020.

CARRIED UNANIMOUSLY

24/117.02 20MO
THAT Council rescind
the appointment of
Deputy Chief Eric
Graham as the Director
of Emergency
Management effective
July 13, 2020, and to
re-appoint him as a
Deputy Director of
Emergency
Management.
20-253

MOVED BY Councillor Jacobson:

THAT Council rescind the appointment of Deputy Chief Eric Graham as the Director of Emergency Management effective July 13, 2020, and to re-appoint him as a Deputy Director of Emergency Management.

CARRIED UNANIMOUSLY

Westview Stairway Trail Connector

Deborah Juch, Director of Community Services, presented a request for Council to approve a contract for the detailed design and construction of the stairway trail connector for the Fairway Heights Willow Ridge Network trail capital project. CAO Goudy confirmed an updated cost estimate.

MOVED BY Councillor Hoekstra:

THAT Council approves the award of a contract to Timcon Construction for \$93,475 plus GST for the detailed design and construction of a stairway trail connector for the “Fairway Heights Willow Ridge Network” trail capital project.

75/781.01 20MO
THAT Councillor
Hoekstra’s motion to
approve the award of a
contract to Timcon
Construction be
amended to reflect a
maximum cost of
\$102,825 plus GST.
20-254

AMENDING MOTION MOVED BY Councillor Hibbs:

THAT Councillor Hoekstra’s motion to approve the award of a contract to Timcon Construction be amended to reflect a maximum cost of \$102,825 plus GST.

CARRIED UNANIMOUSLY

75/781.02 20MO
THAT Council approves
the award of a contract
to Timcon Construction
for a maximum of
\$102,825 plus GST for
the detailed design and
construction of a
stairway trail connector
for the "Fairway Heights
Willow Ridge Network"
trail capital project.
20-255

MOVED BY Councillor Hoekstra:

THAT Council approves the award of a contract to Timcon Construction for a maximum of \$102,825 plus GST for the detailed design and construction of a stairway trail connector for the "Fairway Heights Willow Ridge Network" trail capital project.

CARRIED UNANIMOUSLY

Committees Review Report #2

Deborah Juch, Director of Community Services, presented the second Committee Review Report to Council, for the Parkland Regional Library, Municipal Library Board, and the Lacombe Airport Committee.

MOVED BY Councillor Gullekson:

THAT in the case of the Parkland Regional Library, Council directs Administration to replace Council's representative with the Chief Administrative Officer (CAO) or CAO designate effective October 2020.

CARRIED UNANIMOUSLY

MOVED BY Councillor Gullekson:

THAT in the case of the Municipal Library Board, Council accepts this report as information.

CARRIED UNANIMOUSLY

MOVED BY Councillor Ross:

THAT in the case of the Lacombe Airport Committee, Council accepts this report as information.

CARRIED UNANIMOUSLY

Council Committee Meeting

Matthew Goudy, Chief Administrative Officer, presented a request for Council to schedule a Council Committee meeting on August 31, 2020, for the purposes of discussing possible uses for the Parkland Regional Library building, among other matters.

MOVED BY Councillor Hoekstra:

THAT Council schedule a Committee of the Whole meeting at 6:00 p.m. on August 31, 2020.

CARRIED UNANIMOUSLY

ITEMS FOR INFORMATION

With his report, Councillor Ross updated Council that FCSS had reinstated home support services.

1. Alberta Conservation Association Fish Stocking Thank You, Jun 15
2. Gov AB Memo: Seniors & Housing, Jun 20
3. Gov AB Letter: Economic Recovery Plan, July 2
4. Lacombe Ringette Assoc. Digital Sign Support, June 29
5. Echo Lacombe Assoc. Digital Sign Support, June 30
6. Lacombe Curling Club Digital Sign Support, July 7
7. Digital Sign Designs
8. Lacombe Regional Waste Services Commission Minutes Feb 26
9. Lacombe Regional Airport Committee Minutes Mar 20
10. North Red Deer River Water Svcs. Commission Minutes Apr 6
11. North Red Deer Regional Wastewater Svcs. Commission Minutes Apr 6
12. Lacombe & District Recreation Parks & Culture Board Minutes May 19
13. Municipal Planning Commission Minutes May 20

MOVED BY Councillor Hoekstra:

THAT Council receive all reports and items as information.

11/173.17 20MO
THAT Council receive
all reports and items as
information
20-260

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

MOVED BY Councillor Jacobson:

11/179.14 20MO
THAT the June 22,
2020 regular council
meeting minutes be
accepted as presented.
20-261

THAT the June 22, 2020 regular council meeting minutes be accepted as presented.

CARRIED UNANIMOUSLY

NOTICES OF MOTION

A Notice of Motion was read (to be considered August 10).

Councillor Gullekson:

“THAT Council direct Administration to prepare information regarding the costs of an electronic sign similar to that included in Council’s mailbox on July 13, 2020, for consideration during the 2021 budget process.”

Any submitted Notices of Motion are dealt with at a subsequent regular meeting of Council per City of Lacombe Procedural Bylaw No. 370 Section 6.14(10).

IN CAMERA

MOVED BY Councillor Ross:

11/177.42 20MO
THAT Council with
Administrative staff
attending to support
Council (Matthew
Goudy, Deborah Juch)
move In Camera at 8:31
PM to discuss the
following items:
Land (FOIP Section 16)
Monthly Update (FOIP
Section 24, 16)
20-262

THAT Council with Administrative staff attending to support Council (Matthew Goudy, Deborah Juch) move In Camera at 8:31 PM to discuss the following items:

Land (FOIP Section 16)
Monthly Update (FOIP Section 24, 16)

CARRIED UNANIMOUSLY

*Meeting recessed at 8:32 PM
Meeting resumed at 8:35 PM*

MOVED BY Councillor Hibbs:

11/177.43 20MO
THAT Council return to
Open Meeting at 9:00
PM.
20-263

THAT Council return to Open Meeting at 9:00 PM.

CARRIED UNANIMOUSLY

MOVED BY Councillor Jacobson:

11/177.44 20MO
THAT the Council
meeting continue
beyond 9:00 p.m.
20-264

THAT the Council meeting continue beyond 9:00 p.m.

AGAINST:
Councillor Hoekstra

FOR:
Mayor Creasey
Councillor Hibbs
Councillor Gullekson
Councillor Jacobson
Councillor Konnik
Councillor Ross

CARRIED

MOVED BY Councillor Jacobson:

11/177.45 20MO
THAT Council with
Administrative staff
attending to support
Council (Matthew
Goudy, Deborah Juch)
move In Camera at 9:01
PM to discuss the
following items:
Monthly Update (FOIP
Section 24, 16)
20-265

THAT Council with Administrative staff attending to support Council (Matthew Goudy, Deborah Juch) move In Camera at 9:01 PM to discuss the following items:

Monthly Update (FOIP Section 24, 16)

CARRIED UNANIMOUSLY

MOVED BY Councillor Ross:

11/177.46 20MO
THAT Council return to
Open Meeting at 9:04
PM.
20-266

THAT Council return to Open Meeting at 9:04 PM.

CARRIED UNANIMOUSLY

ADJOURNMENT

MOVED BY Councillor Hoekstra:

11/177.47 20MO
Adjournment
20-267

THAT the meeting be adjourned at 9:04 PM.

CARRIED UNANIMOUSLY

Mayor

Chief Administrative Officer

AGENDA



REGULAR MEETING AGENDA

Council of the City of Lacombe
Monday, February 10, 2020 at 5:00 p.m.
in Council Chambers

Time	Agenda Item	Representative
5:00	1. CALL TO ORDER	
	2. ADOPTION OF AGENDA	
	2.1 Additions	
	2.2 Deletions	
	2.3 Reordering (<i>Item 7 prior to Item 6</i>)	
	3. PRESENTATIONS	
	3.1 N/A	
	4. PUBLIC HEARINGS	
	4.1 N/A	
	5. REQUESTS FOR DECISION	
	5.1 Hours of Work Policy	<i>Mgr. Wilton</i>
	5.2 Bylaw 365.1 Records Retention (First Reading)	<i>Dir Piche</i>
	5.3 Bylaw 400.24 Updates – (#2) Commercial / Industrial Development	<i>Dir Thompson</i>
	5.4 Bylaw 400.28 Trinity Crossing Phase 2 (First Reading)	<i>Dir Thompson</i>
	5.5 Parkland Community Planning Services Bylaw 475 (Second/Third Reading)	<i>Dir. Thompson</i>
	5.6 Request to Waive Fees	<i>Dir Thompson</i>
	5.7 C&E Trail Upgrade – Offsite Levy Expenditure	<i>Dir Thompson</i>
	6. INFORMATION	
	6.1 Administrative Reports	
	6.1.a Chief Administrative Officer Report	
	6.2 Council Mailbox	
	6.2.a Gov AB Letter Re: Alberta Health Services Review Feb 3	
	6.2.b Big Brothers Big Sisters Thank you to City Council Feb 4	
	6.3 Commission, Board, Committee Reports and Minutes	
	6.3.a Municipal Library Board Minutes November 26	<i>Clr. Gullekson</i>
	6.4 Councillor Reports	

6.4.a	Mayor Creasey	
6.4.b	Councillor Gullekson	
6.4.c	Councillor Ross	
6.4.d	Councillor Hoekstra	
6.4.e	Councillor Jacobson	
6.4.f	Councillor Hibbs	
6.4.g	Councillor Konnik	
7. ADOPTION OF MINUTES		
7.1	January 27, 2020 Regular Council Meeting Minutes	
8. NOTICES OF MOTION		
8.1	“THAT Council direct administration to research and present options for instituting a redevelopment levy in strategic areas of the city”	<i>Clr. Jacobson</i>
9. IN CAMERA		
9.1	Land (FOIP S. 16)	<i>Mgr Lapointe</i>
9.2	Land (FOIP S. 24)	<i>Dir Juch</i>
9.3	Land (FOIP S. 16)	<i>Sr Mgr Reyes</i>
9.4	Legal (FOIP S. 24)	<i>CAO Goudy</i>
9.5	Monthly Update (FOIP Sections 24, 16)	<i>CAO Goudy</i>
10. ADJOURNMENT		

Next Meetings:

- Monday, February 24, 2020
 - o Regular Council Meeting: 5:00 p.m., Council Chambers
- Monday, March 2, 2020
 - o Council Committee Meeting: 5:00 p.m., Council Chambers
- Monday, March 9, 2020
 - o Regular Council Meeting: 5:00 p.m., Council Chambers

REQUEST FOR COUNCIL DECISION



SUBJECT: Hours of Work Policy
PREPARED BY: Barbara Wilton, Manager of Human Resources
PRESENTED BY: Matthew Goudy, Chief Administrative Officer
DATE: February 10, 2020

FILE: 14/125

PURPOSE:

To seek Council approval of the revised Hours of Work Policy for City employees.

RECOMMENDED MOTION(S):

1. THAT Council approve the Hours of Work Policy effective February 10, 2020;
2. AND that Council rescind the existing Hours of Work Policy 14/125.02 2018 effective February 10, 2020.

RELATED PRIOR MOTION(S):

EXECUTIVE SUMMARY:

Presented for Council's consideration is the revised Hours of Work Policy. The purpose of the policy is to provide a consistent and equitable approach towards normal hours of work, and align with the updated Employment Standards Code.

ANALYSIS:

Best practices suggest organizational policies should be scheduled for review on a regular basis and at the time of legislative changes. In this situation, the Hours of Work Policy has been updated to reflect the changes to the Employment Standards Code.

Highlights of the changes to this policy are as follows:

- Added to the definition section to provide further clarity with respect to after hours work and on call.
- Removed reference to Flexible Averaging Agreements which are no longer allowed under the Code.

STRATEGIC PLAN ALIGNMENT:

The Human Resources Department includes in their annual business plan activities a review of all HR policies and amends them as necessary. While not specifically referenced in the Strategic Plan policy review and revision supports good governance practices.

REQUEST FOR COUNCIL DECISION



PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

The approved policy will be circulated to all City of Lacombe employees.

ALTERNATIVE MOTION(S):

1. Council may approve the policy;
2. Council may decline to approve the policy;
3. Council may direct Administration to make additional revisions.

ATTACHMENTS:

Proposed 'Hours of Work Policy'

REQUEST FOR COUNCIL DECISION



SUBJECT: Bylaw 365.1 - Records Bylaw Amendment
PREPARED BY: Tabatha Robbins-Deutsch, Records Management and FOIP Coord.
PRESENTED BY: Diane Piché, Director of Corporate Services
DATE: January 27, 2020

FILE: 12/113

PURPOSE:

To provide Council with Bylaw 365.1, an amendment to Bylaw 365 - The Records Retention, Disposal and Release of Municipal Documents Bylaw.

RECOMMENDED MOTION(S):

1. THAT Council approve first reading of Bylaw 365.1.

RELATED PRIOR MOTION(S):

1. September 13, 2010, motion 10-296, THAT Bylaw 365 be given third and final reading..

EXECUTIVE SUMMARY:

Administration has prepared Bylaw 365.1 for Council's consideration. This bylaw proposes amendments to Bylaw 365 that updates the fee schedule for general information requests and the authority to maintain the retention schedule is delegated to the Chief Administrative Officer.

ANALYSIS:

In 1995, the Town of Lacombe's Council passed Bylaw 212 "The Records Management By-Law". This was the first bylaw stating how long the municipality would retain records. In 2010, Bylaw 212 was repealed and replaced by Bylaw 365, "The Records Retention, Disposal and Release of Municipal Documents Bylaw". Bylaw 365 included a Records Retention Schedule as Schedule A, and a listing of related fees as Schedule B.

The City's retention schedule has not been reviewed since 2010 and is need of an update, as it does not include all the types of records that the City has in its custody and control. An update will take into consideration the ever-changing nature of technology, the shift from mostly paper based files to electronic files, legislation compliancy, and a streamlined process for updating the retention schedule.

The fee schedule for general requests for information has also not been updated in many years. Bylaw 365.1 updates the fees to be in alignment with the Freedom of Information and Protection of Privacy Act section 95(b) and the Regulations Schedule 2.

REQUEST FOR COUNCIL DECISION



The MGA section 214(2) states, “A council may pass a bylaw respecting the destruction of other records and documents of the municipality.”

Bylaw 365.1 amends Bylaw 365 to designate the establishment and maintenance of the City’s records retention schedule to the Chief Administrative Officer via an administrative directive. This will allow the maintenance of the retention schedule to be completed in a timely manner.

Due to the growth of the City’s electronic records, Administration has started the Records & Electronic Management System (REMI) project which was approved by Council in the 2020 Capital Budget on November 12, 2019. Amending Bylaw 365 to confirm that all types of records, including electronic, are included in the retention schedule will ensure that the City is meeting its legal obligations related to the retention and destruction of records. This is balanced with the need to efficiently dispose of records when they are no longer of any value to the city.

STRATEGIC PLAN ALIGNMENT:

The proposed bylaw aligns **favourably** with the ‘Governance’ pillar and Strategic Goal 4.1.3: ‘Improved Reporting’ in the current 2018-2021 Strategic Plan.

Organizing the City’s records into categories through the retention schedule will ensure that information will be easier to search, create an inventory of information kept, and will assist the City in being more transparent. Aligning the fee schedule with the Freedom of Information and Protection of Privacy Act section 95(b) and the Regulations Schedule 2 will allow for the public to ask for general information without having to formally make a FOIP request and not be charged the higher fees.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

N/A

ALTERNATIVE MOTION(S):

1. THAT Council approve first reading of Bylaw 365.1.
2. THAT Council approve second reading of Bylaw 365.1.
3. THAT Council provides direction to administration as they see fit.

ATTACHMENTS:

1. DRAFT Bylaw 365.1
2. DRAFT Bylaw 365 consolidation

REQUEST FOR COUNCIL DECISION



SUBJECT: Proposed Land Use Bylaw Amendments – 400.24:
Workshop 2 Commercial, Industrial and Other Proposed Amendments

PREPARED BY: Jordan Thompson, Director of Operations and Planning

PRESENTED BY: Jordan Thompson, Director of Operations and Planning

DATE: February 10th, 2020

FILE: 61.201.24 (19)

PURPOSE:

To present for Council feedback and discussion the commercial, industrial and other proposed amendments in Bylaw 400.24.

RECOMMENDED MOTION(S):

1. THAT Council accept this report as information.

RELATED PRIOR MOTION(S):

1. THAT Council schedule a Public Hearing for Bylaw 400.24 to be held at 5:30PM on Monday, February 24, 2020.

EXECUTIVE SUMMARY:

Administration has prepared Bylaw 400.24 for Council's consideration. This bylaw proposes amendments to the Land Use Bylaw (LUB) which:

- Increases the side yard setback for residential development within Downtown Area Redevelopment Plan (DARP), to 2m to support more sensitive infill development,
- Creation of a DARP overlay for the Central Residential District,
- Allow the City's Development Officers to consider variances up to 15%,
- Flexibility for R1 and R-L1 property owners to develop larger accessory buildings

ANALYSIS:

Background Information:

Council's 2019-2022 Strategic Plan includes two goals which pertain to local land development regulation: [4.1.1B](#), [4.1.2A \(1\)](#). Since the adoption of the Strategic Plan, Administration has been documenting feedback heard from Council, permit applicants and developers in order to have a clear understanding of where improvements to local land development regulation is most desired. In the process, staff also underwent a detailed review of the current [Land Use Bylaw \(LUB 400\)](#).

REQUEST FOR COUNCIL DECISION



The **proposed** bylaw includes the amendments that were previously presented to Council on May 6, 2019 but were excluded from 400.23 because Council indicated they either require additional information or further discussion. Additional amendments are also being brought forward based on administration recommendations.

References to existing land use districts are included throughout this report so Administration recommends the [Land Use District Map](#) be used as reference. The existing [Land Use Bylaw \(400\) \(LUB 400\)](#) is also an important reference document.

Going Forward

Administration has prepared a schedule to present the different categories of amendments being proposed within Bylaw 400.24. This will provide Council and opportunity to have further discussion about the different amendments and will enable staff to prepare any requested amendments. The following is the basic timeline being proposed:

- **January 13: Residential Development and DARP amendments (Complete. Council's feedback will be incorporated into 2nd reading)**
- **February 10: Commercial/Industrial Development and other amendments. This meeting will also include a summary of the feedback collected through the Open House. (TONIGHT)**
- February 24: Public Hearing

Proposed Amendments – Bylaw 400.24

The amendments are outlined based on different themes. Administration proposes a number of amendments that are grouped below into the following categories:

- Residential Development,
- Downtown Area Redevelopment Plan,
- Commercial and Industrial Development **(starts on page 8 of this report),**
- Other Amendments

REQUEST FOR COUNCIL DECISION



Residential Development Amendments

The proposed residential amendments will provide opportunities for enhanced single family development. This will include changes to accessory building sizes in the R1 and R-L1 Districts and amendments to suite parking requirements.

Proposed	Rationale	Sections of the LUB
Temporary Buildings: Provide a provision to allow a temporary building to be placed on a residential site for a 30 day period.	This provision will support construction and renovation work being undertaken on residential properties throughout the community, by allowing temporary buildings (such as a construction site trailer, building or seacan) to be utilized for storage during the construction process. This clause is limited to projects that have been issued a permit. The Planning and Development Department will maintain a list of the approved, temporary buildings. This will include the dates for the placement and removal of the temporary building.	4.3.1 j) i)
Enhanced Screening: Provide a provision that gives the Development Authority the ability to require enhancing screening for when a multi-unit residential building is built next to a detached dwelling.	This new clause will provide the Development Authority with the ability to require enhanced screening between multi-attached housing and a detached dwelling. This clause will be beneficial for infill developments which result in a reduction to the privacy level currently enjoyed by the adjacent properties. Enhanced screening can be used to replace landscaping and fencing that is removed when a multi-attached housing development is constructed.	8.12.6 b)
Landscaping and Front Yard Parking: Establish a requirement for multi-unit residential front yard parking to soften the appearance of the parking area through a landscape buffer.	For front yard parking on multi-unit residential sites, a landscape buffer shall be placed between the parking stalls for each separate unit. Not only will this establish distinct parking for each residential unit, it will also establish a visual break that will enhance the appearance of front yard parking by softening the use of hardsurfacing.	8.18.12 h)

REQUEST FOR COUNCIL DECISION



Accessory Buildings on R-LI and large R1 lots: Provide increased flexibility for the size of accessory buildings on R-LI lots and R1 lots which are 1500m² or larger.	These new policies will exempt the R-LI (Residential Light Industrial) lots from the size restrictions (maximum building size and size ratio to the principal dwelling) placed on standard residential lots. The policy also addresses the unique nature of large R1 (Residential Detached) lots that have the size capacity to support accessory buildings with an increased footprint. This provision will enable R1 lots sized 1500m² or larger the ability to construct a larger accessory building due to an increased size ratio and increased maximum building size. The lots will still be subject to the parcel coverage standards which determine the percentage of a lot which can be utilized for accessory buildings. This clause will be beneficial by allowing the property owner to construct a single building that meets their needs, rather than constructing numerous smaller accessory buildings. It will also provide alternative development opportunities for heritage properties which contain single family dwellings.	9.2.1 c)
Parking Design: The clause will encourage residential parking designs to be complementary to the existing neighbourhood.	This clause will be beneficial for infill developments since it promotes more sensitive infill development by directing new development to be more compatible with the established neighbourhood. This will help direct the placement of parking, by allowing the design of the new parking to be directly influenced by the design of existing parking. This includes determining whether parking should be located at the front of the property, at the rear of the property or shared between the front and rear.	9.4.2 c)
Garden and Secondary Suite Parking: Provide flexibility in the design of garden suites and secondary suite parking to support quality suite development. This includes the allowance of	The proposed amendments will provide property owners with the flexibility to design garden suites that can meet the needs of different types of renters (eg. Single person households vs. ones with children). The amendments will allow garden suites to be sized based on the footprint of the accessory building rather than a prescribed, specific size and will also align suite	9.11.8 9.11.9 9.11.11 a), b) & c)

REQUEST FOR COUNCIL DECISION



tandem-parking and flexible garden suite size for larger accessory buildings.	parking requirements with residential parking standards. Garden suites provide an alternative form of multi-family housing that can be used to establish new residential rental units while maintaining the established single family dwelling streetscape. This style of redevelopment is of particular value in downtown Lacombe, where it provides a viable alternative to other forms of redevelopment (eg. Multi-attached housing).	
Pre-Identification of Garden and Secondary Suites: Provide options for developers to identify specific lots in which to locate garden suites and secondary suites.	The proposed amendment will enable pre-approval of units within an Outline Plan based on the suite allowances established in the Land Use Bylaw. It will enable these specific suites to be processed as permitted uses. The amendments will also establish an extended timeframe in which the pre-approval becomes void. Developers who chose to pre-select locations for the suites within their Outline Plan will be able to strategically select the best lots for this type of enhanced development and can be used as a marketing tool.	9.11.17 9.11.18
R5 Lot Coverage: Decrease the maximum lot coverage allowed for the R5 (Residential Multi-Unit Dwelling) District from 75% to 65%	This amendment will help ensure that there is a distinct difference between the development intensity of the R5 and R6 Districts. The proposed amendment would establish the R5 District as allowing 65% lot coverage and having a maximum density of 80 dwelling units/ha. The R6 District will allow for more intense development with allowing 75% lot coverage and 180 dwelling units/ha. This would establish the following lot coverage (includes the principal building and accessory buildings) for residential land use districts that allow for multi-unit development: R2 – Residential Single & Semi-Detached District: 55% R4 – Residential Mixed District: 55% R5 – Residential Multi-Unit Dwelling District: 65% R6 – Residential Apartment District: 75%	9.18.2

REQUEST FOR COUNCIL DECISION



DARP Amendments

The DARP amendments include the establishment of the Central Residential District overlay, increasing residential side yard setbacks to 2m, and amendments that promote functional site design.

Proposed	Rationale	Sections of the LUB
Establishment of a Central Residential District Overlay.	The area proposed for the new overlay currently lacks direction and regulation for infill development in a manner that is compatible with the scale and character of the existing area. The Overlay District includes new regulations on New Construction and Infill, Building Components, Building Façade and Building Materials, and Parking and Access. Due to the diverse styles of housing currently found within the Overlay, administration is not proposing that new construction be required to align with the historical architectural styles that are used in other Overlay Districts.	14.3 14.4.16 Figure 14.1
Side Yard Setback: Increase the minimum side yard setback for residential development to 2.0m in the DARP Residential Overlays.	The standard side yard setback for residential development is 1.5m. The proposed clause would establish the standard minimum side yard setback for residential development within the residential DARP overlays at 2.0m. The larger side yard setback will support more sensitive infill development, by ensuring development is more in line with traditional streetscape patterns. This proposed change will affect the following existing overlays: • Historic Residential District • Medium Density District • Mixed Use Transition District • Old Town Main Street District: Residential District	14.4.10 b) iii) 14.4.11 b) iii) 14.4.12 e) ii) 14.4.14 d) iii) iv)

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Design of Accessory Buildings: The change will enable accessory buildings to be complementary to the principal building rather than completely replicating the principal building.	The proposed change will provide the applicant and the Development Authority flexibility with designing an accessory building. While the design of the accessory building should be complementary to the principal building, it will allow the use of alternative materials to achieve a satisfactory result. For example, this change will also provide flexibility to applicants who are in the process of refinishing the principal building by allowing the accessory building to match the new finishing, rather than the existing finishing. This proposed change will affect the following existing overlays: • Historic Residential District • Old Town Main Street District: Mixed Use District • Old Town Main Street District: Residential District	14.4.10 d) iv) 14.4.13 i) iv) 14.4.14 e) iv)
Removal Additional Residential Landscaping Requirements: Proposed amendment would remove additional landscaping requirements for detached dwellings within the residential overlays that differ from the Land Use Bylaw Section 18.3.	This proposed amendment will eliminate the additional landscaping standards that are currently required for the development of all detached dwellings within the DARP overlays. This will ensure that all detached dwellings are developed with the same landscaping standards throughout the entire City. This proposed change will affect the following existing overlays: • Historic Residential District • Medium Density District • Mixed Use Transition District • Old Town Main Street District: Residential District	14.4.10 f) 14.4.11 g) 14.4.12 i) 14.4.14 f)
Parking Design Flexibility: The change will enable parking on infill projects to be accessible from the street, rather than completely from the lane.	This proposed amendment will provide flexibility in allowing parking to be provided on site from the street rather than be required to provide it from the lane. This change will enable the continued use of existing street accesses, enable developers to focus on functional site design that provides easy access from the parking stalls to the building entrances, and will	14.4.10 e) i & ii 14.4.11 f) i 14.4.14 g) i & ii

REQUEST FOR COUNCIL DECISION



	no longer direct all traffic to generated from the property to the lane. Loading and storage areas will continue to be located at the rear of the property and will require that the areas be screened from the public. This proposed change will affect the following existing overlays: • Historic Residential District • Medium Density Transition District • Old Town Main Street District: Residential District	
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Feedback on the above sections received at the January 13th regular Council Meeting will be incorporated into 2nd reading.

Commercial and Industrial Development Amendments (TONIGHT)

The commercial and industrial amendments will require more user friendly site design though establishing increased front yard setbacks that will enable customer parking to be placed directly in front of a building.

Proposed	Rationale	Sections of the LUB
To provide downtown business owners the flexibility in choosing the placement of an allowable A-Board sign.	The amended clause provides business owners within Lacombe's downtown with the flexibility to locate their sign, so long as they maintain safe and unrestricted pedestrian passage.	7.9.1 b)
Add Education Facility as a Discretionary Use in the C3 (Transitional Commercial) and UC (University Commercial) District.	By adding Education Facility as a Discretionary Use in this District, it provides flexibility to consider the use on a site by site basis.	10.15.1 10.18.1

REQUEST FOR COUNCIL DECISION



Other Proposed Amendments

These miscellaneous amendments address a variety of items such as providing Development Officers with the authority to make decisions on variances up to 15% and establishing consistency between the different sections of the Land Use Bylaw.

Proposed	Rationale	Sections of the LUB
To provide Development Officers with the authority to make decisions on variances up to 15% and to enable them to serve as the Development Authority for discretionary use applications which did not receive concerns or objections from the public.	This proposed change will increase the Development Authority of the City's Development Officers, which will reduce the number of applications that are required to be brought forward to the Municipal Planning Commission for decision. This will streamline the development approval process and will shorten the approval time for certain development applications.	3.2.3 a), c), e) & f) 3.3.3 a), c), d), e) 4.8.1 a) and b) 4.8.2 4.8.7 4.9.1 b)

Service Level Impacts

The proposed improvements will help clarify development requirements and should help streamline the development process for applicants.

Financial Implications

The City will be required to pay for all postage costs and the newspaper advertisement.

Legislation Implications

The Municipal Government Act gives the City of Lacombe authority to amend the City's Land Use Bylaw.

STRATEGIC PLAN ALIGNMENT:

Council's consideration of the preliminary amendments described in this report speak **favourably** to the desired outcomes of Council's Strategic Goal 4.1.1B: *The Municipal Development Plan Reflects the will of Council and the Community* and 4.1.2A(1): *The Land Use Bylaw ensures that the rezoning and subdivision of large lots is compatible with homes and businesses in the neighbourhood.*

REQUEST FOR COUNCIL DECISION



PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

Administration hosted a Public Open House to allow residents and other interested parties to provide feedback on the proposed amendments. The Open House was hosted on Thursday, August 22, 2019 and included a session for the development community and another session for members of the public. Administration sent invitations to active developers/builders, local real estate agencies, the Lacombe & District Chamber of Commerce and other applicable individuals. Public advertisement was also undertaken and included advertisement in the Lacombe Express, Lacombe Globe, on Sunny94, on the City's Facebook Page and it was also included in the Utility Bill.

A Summary of the Open House has been prepared and is included as an attachment. The document includes the specific feedback collected through the comment sheets for each question asked. 13 individuals attended the Open House and 2 comment sheets were submitted.

Upon the scheduling of the Public Hearing, administration will move forward with the applicable advertisement. This will include 2 weeks of notice in the Lacombe Express, advertisement on the City website, and notification to the development community.

ALTERNATIVE MOTION(S):

1. **THAT Council accept this report as information.**
2. **THAT Council direct administration to amend Bylaw 400.24.**

ATTACHMENTS:

- Bylaw 400.24
- Open House Summary
- Land Use Bylaw 400 – Draft Consolidated Document

REQUEST FOR COUNCIL DECISION

SUBJECT: 400.28 – Trinity Crossing Phase 2 Rezoning
(Rezoning of Part of NW1/4 Sec. 32-40-26-W4M and Part of Closed
Road Allowance C. of T. 082 247 200 +1)

PREPARED BY: Kaitlyn Luster, Planner, PCPS

PRESENTED BY: Craig Teal, Director, PCPS

DATE: February 10th, 2020

FILE: 61.201.28 (20)

PURPOSE:

Re-designation of Part of NW1/4 Sec. 32-40-26-W4M and Part of Closed Road Allowance C. of T. 082 247 200 +1 from Future Designation District (FD) to Residential Detached District (R1), in order to facilitate residential development.

RECOMMENDED MOTION(S):

1. THAT Council give first reading to Bylaw 400.28 as presented.
2. THAT Council schedule a public hearing for Bylaw 400.28 at 5:30PM on Monday, March 9, 2020.

RELATED PRIOR MOTION(S):

1. None

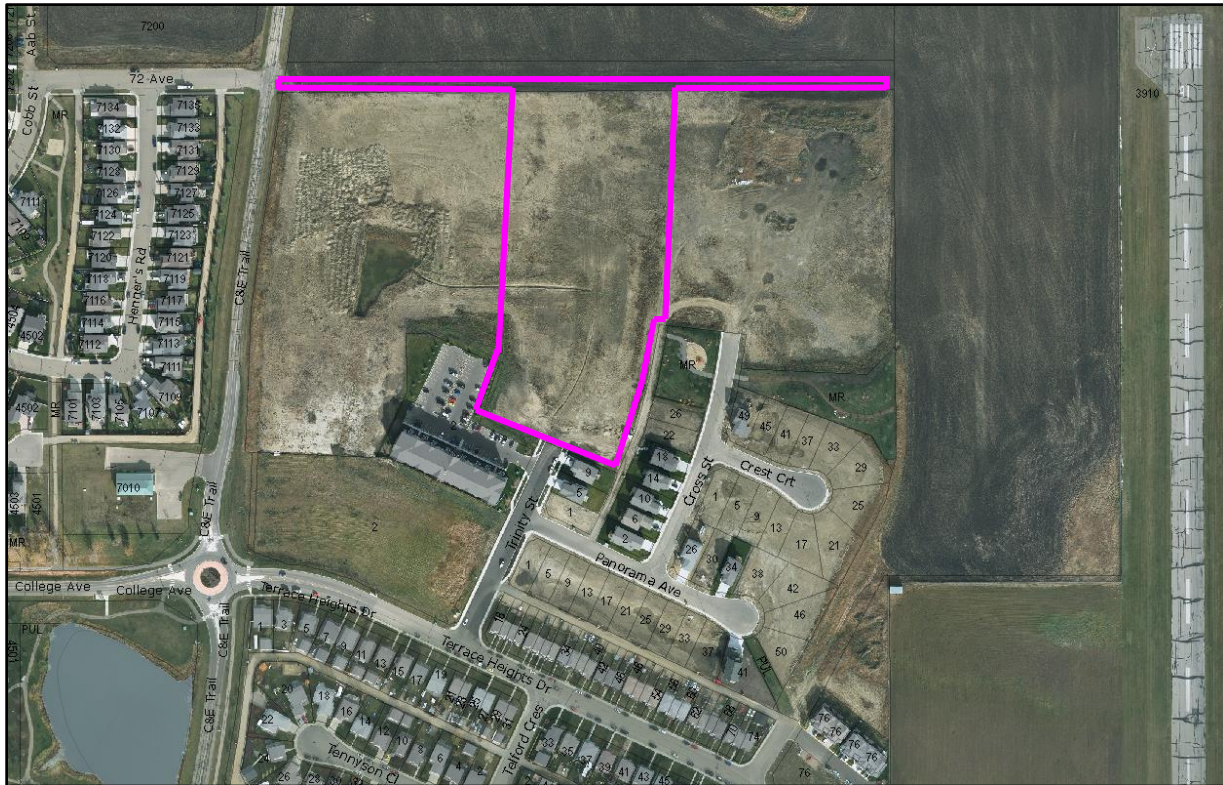
EXECUTIVE SUMMARY:

The proposal will facilitate the future development of Trinity Crossing (phase 2) for residential purposes. The property is located within the Trinity Crossing Outline Plan and is earmarked for detached dwelling residential development.

ANALYSIS:

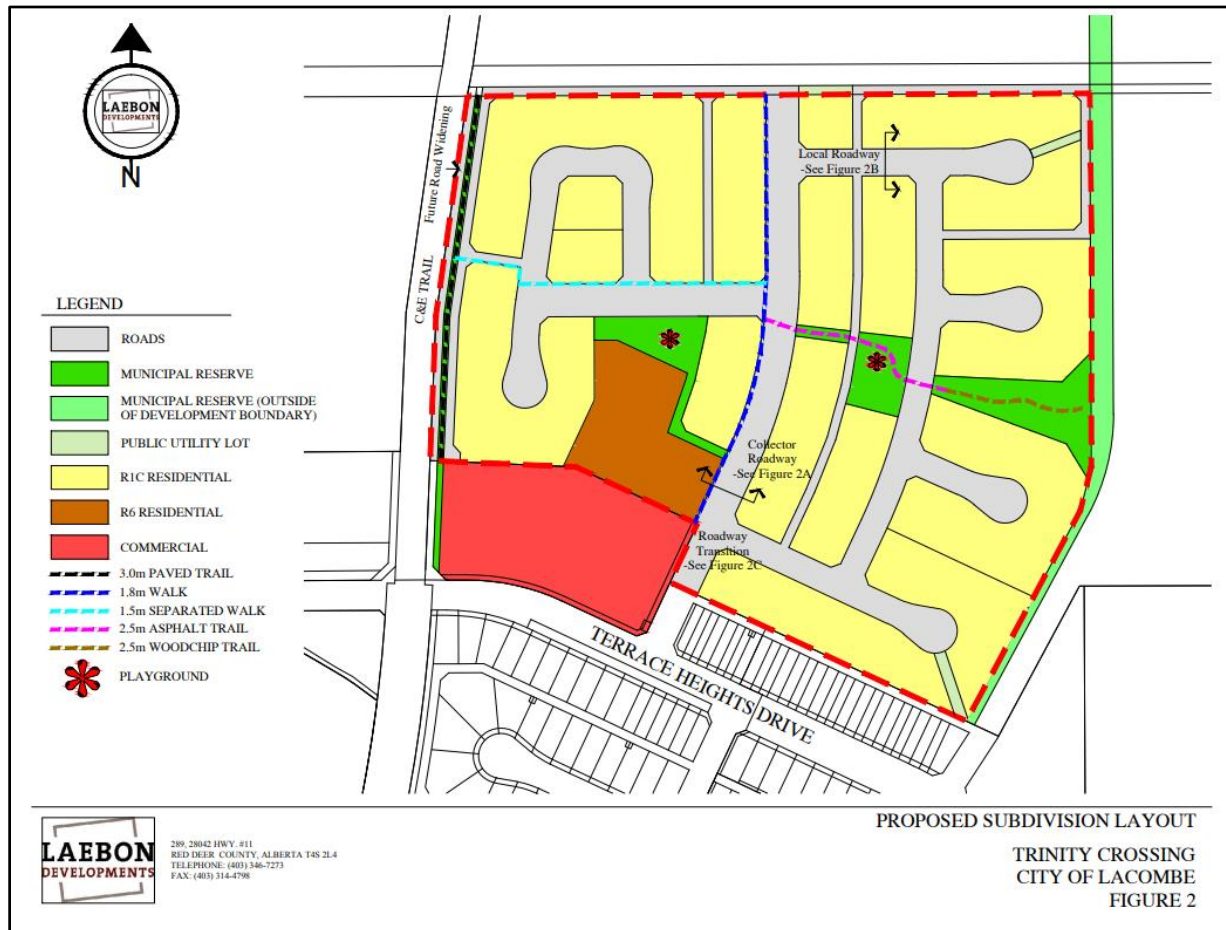
The proposed parcel identified for re-designation is located on the east side of C&E Trail, west of Highway 2A, and north of Terrace Heights Drive. It includes the north extension of Trinity Street. The location of the property is outlined in pink in the included aerial photograph.

REQUEST FOR COUNCIL DECISION



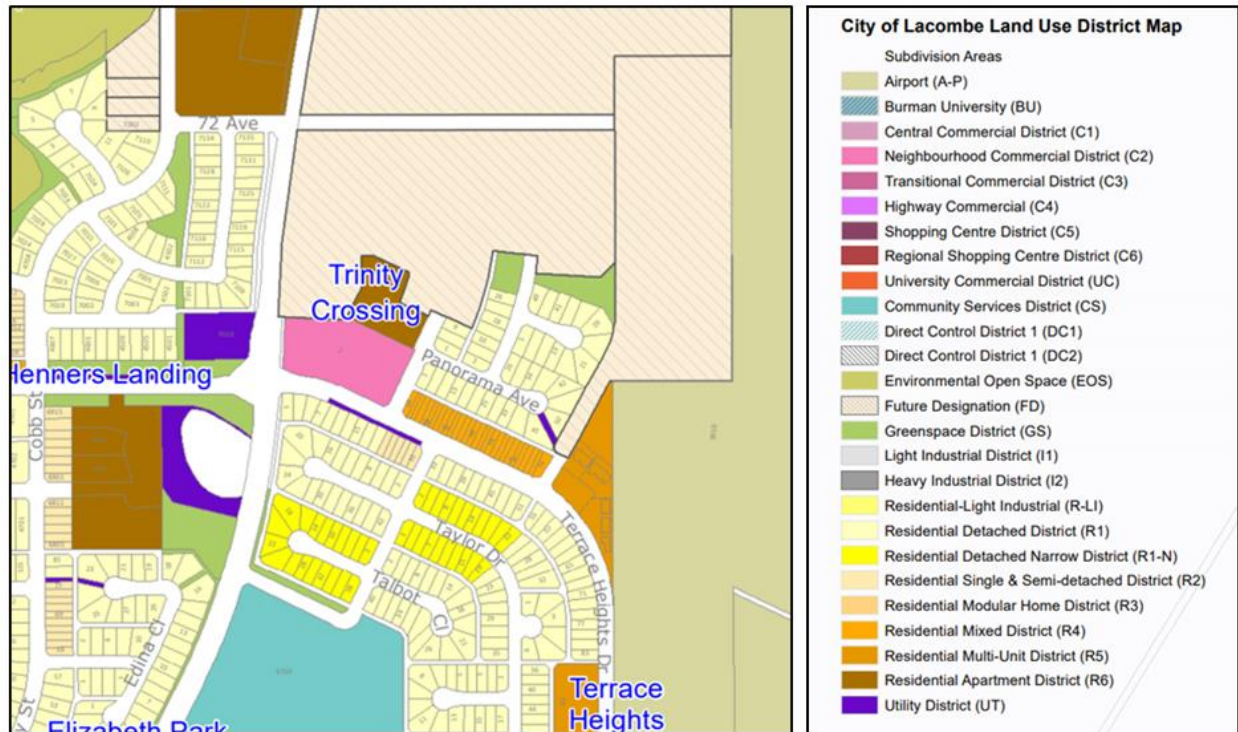
The property is located within the North Area Structure Plan and the Trinity Crossing Outline Plan. The Trinity Crossing Outline Plan provides detailed planning for the area and indicates that the development will contain a mixture of detached dwellings and an apartment complex. The Trinity Crossing Outline Plan was adopted by Council in 2008 and amended in 2013. The first phase of development, encompassing detached dwellings and the apartment building, has been subdivided and is in the process of being built out.

REQUEST FOR COUNCIL DECISION



The image above is the Proposed Subdivision Layout from the Trinity Crossing Outline Plan, which includes the area to be re-designated as residential along the north-south collector road through the middle of the drawing. This area will accommodate the future development of detached dwellings. The area around the portion being re-designated is intended for detached dwelling residential and municipal reserve.

REQUEST FOR COUNCIL DECISION



The existing zoning in the area aligns with the types of land use districts identified in the Proposed Subdivision Layout. The Proposed Subdivision Layout uses R1C Residential as the designation, however, the Land Use Bylaw has since been amended so that R1C has been removed and replaced with the R1 district. The zoning located within the immediate area includes Neighbourhood Commercial District (C2), Residential Detached District (R1), Residential Apartment District (R6), Greenspace (GS) and Utility District (UT) lands.

The proposed rezoning is consistent with the North Area Structure Plan and the Trinity Crossing Outline Plan. Administration supports the proposed rezoning and is presenting Bylaw 400.28 for 1st Reading and the scheduling of a Public Hearing.

REQUEST FOR COUNCIL DECISION

LEGISLATIVE AUTHORITY:

CITY OF LACOMBE - LAND USE BYLAW 400

- Part 9, Section 9.13 – Land Use Bylaw 400 – R1 Residential Detached District
- Part 13, Section 13.9 – Land Use Bylaw 400 – FD Future Designation District
- Part 15, Section 15.1 – Land Use Bylaw 400 – Land Use District Maps

MUNICIPAL GOVERNMENT ACT, RSA 2000, C.M-26

- Section 606 – Requirements for Advertising
- Section 640 – Land Use Bylaw
- Section 692 – Planning Bylaws

MUNICIPAL DEVELOPMENT PLAN – GROWING LACOMBE:

- Where We Live: Residential
 - RES5.1: Housing Diversity
 - RES5.4: New Residential Housing Density

STRATEGIC PLAN ALIGNMENT:

There is no specific goal or objective that speaks to this type of development. Processing rezoning applications is a core City service.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

All neighbouring property owners were sent written notification of this application on January 30th, 2020. Additional notification, including written notification, public hearing advertisement in the Lacombe Express and information posted on the City's website will occur after the public hearing date has been set.

ALTERNATIVE MOTION(S):

1. THAT Council give first reading to Bylaw 400.28 as presented.
- 1B. THAT Council refuse first reading of Bylaw 400.28.
2. THAT Council schedule a public hearing for Bylaw 400.28 at 5:30PM on Monday, March 9, 2020.

ATTACHMENTS:

Bylaw 400.28

**CITY OF LACOMBE
BYLAW 400.28**

A Bylaw of the City of Lacombe to amend the Land Use Bylaw No. 400 by rezoning land which is described as Part of NW1/4 Sec. 32-40-26-W4M and Part of Closed Road Allowance C. of T. 082 247 200 +1 from (FD) Future Designation to (R1) Residential Detached District.

WHEREAS, Notice of the intention of Council to pass a bylaw has been published in the Lacombe Express on _____ and _____ in accordance with section 606 of the Municipal Government Act, and

WHEREAS, notification letters have been mailed to adjacent landowners on _____;

WHEREAS, a Public Hearing was held on _____ to allow the general public to provide input into the proposed Bylaw amendments;

NOW THEREFORE the Municipal Council of the City of Lacombe, in the Province of Alberta, duly assembled in accordance with the Municipal Government Act, R.S.A. 2000, c. M-26, and amendments thereto, enacts the amendments to Bylaw 400 as follows:

1. Schedule A of Bylaw 400 is amended as follows:
 - a) Part 15.1 of the Land Use Bylaw No. 400 is amended by rezoning Part of NW1/4 Sec. 32-40-26-W4M and Part of Closed Road Allowance C. of T. 082 247 200 +1 from (FD) Future Designation to (R1) Residential Detached District as shown in Attachment A.
2. This bylaw shall come into force and effect when it receives third reading and is duly signed.
3. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

INTRODUCED AND GIVEN FIRST READING THIS _____ day of _____, 20__.

GIVEN SECOND READING THIS _____ day of _____, 20__.

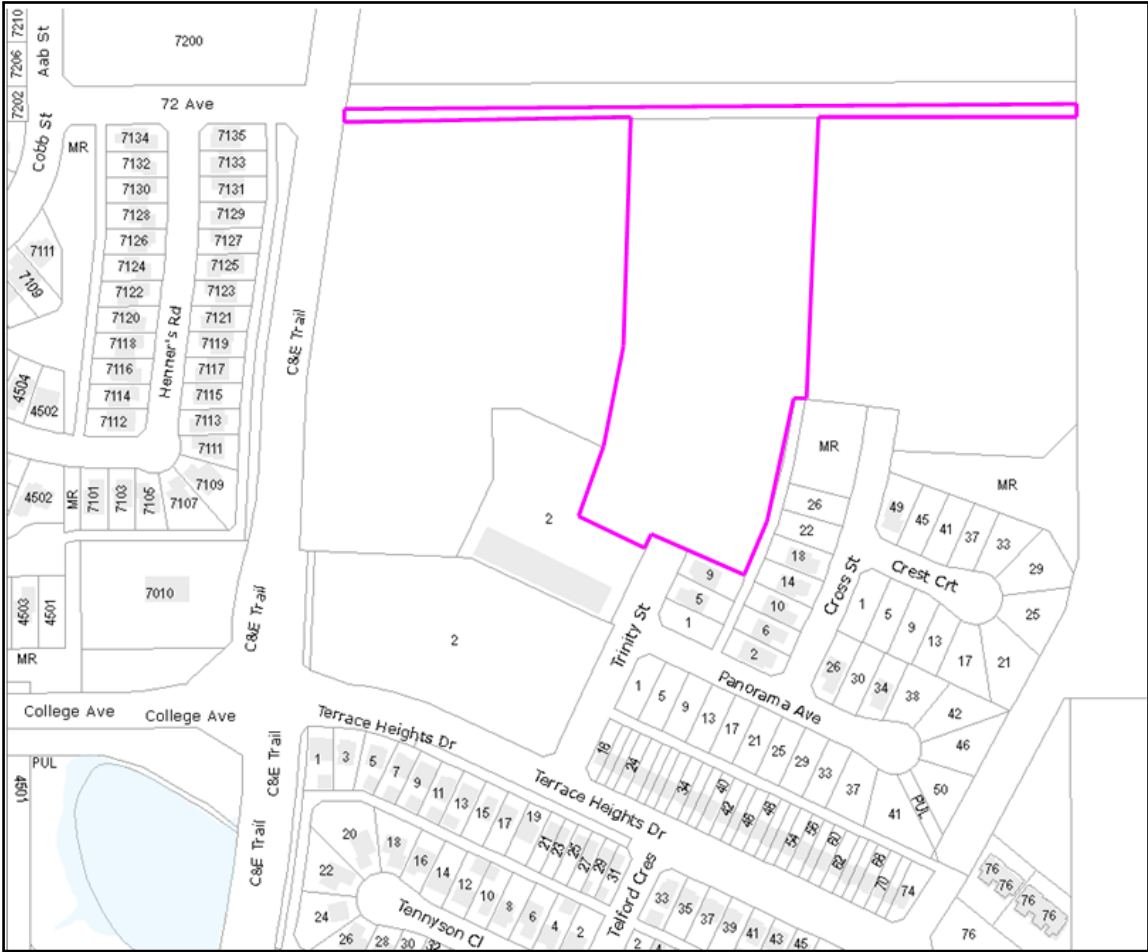
GIVEN THIRD AND FINAL READING THIS _____ day of _____, 20__.

Mayor

Chief Administrative Officer

City of Lacombe Bylaw 400.28
Attachment A – Location Map

Rezoning area is located within the pink boundary.



REQUEST FOR COUNCIL DECISION



SUBJECT: Bylaw 475: Inter-municipal Planning Agency - Parkland Community Planning Services (PCPS)
PREPARED BY: Jordan Thompson, Director of Operations and Planning
PRESENTED BY: Jordan Thompson, Director of Operations and Planning
DATE: ~~January 17th, 2020~~ February 10th, 2020

FILE: 61/117.2020

PURPOSE:

This is a bylaw of the City of Lacombe to authorize the execution of a Master Agreement between the City of Lacombe (and other municipalities) for the establishment of an inter-municipal planning agency: Parkland Community Planning Services (PCPS).

RECOMMENDED MOTION(S):

1. THAT Council gives **second** reading to Bylaw 475.
2. THAT Council gives **third** reading to Bylaw 475.
3. THAT Council appoint Jordan Thompson, Director of Operations and Planning to the Parkland Community Planning Services Board.
4. THAT Council direct Administration enter into the 3-year planning services contract with Parkland Community Planning Services.

RELATED PRIOR MOTION(S):

1. THAT Council gives first reading to Bylaw 475.

EXECUTIVE SUMMARY:

Passage of Bylaw 475 is required to secure lower rates with PCPS (approximately 16% less) and voting rights on their Board. Participating Council's must appoint a City representative to the PCPS Board who may be an elected or administrative official. Upon 3rd reading, Administration recommends Council appoint Jordan Thompson, Director of Operations and Planning.

Upon 3rd reading Administration is also seeking Council's endorsement of it entering into a 3 year Planning Services Agreement with PCPS.

ANALYSIS:

The attached materials are related to the City of Lacombe becoming a member of Parkland Community Planning Services. To become a member, the City of Lacombe needs to adopt the Master Agreement.

The Master Agreement deals with governance matters. It is adopted by bylaw as part of the formation of an intermunicipal services agency with the other participating municipalities.

REQUEST FOR COUNCIL DECISION



The Master Agreement outlines the rights and privileges of member municipalities, the election and function of the Board of Directors, role of the Director, the holding of an annual general meeting, and a contingency plan in the event the agency becomes unviable, and needs to be shut down. The Town of Lacombe was one of the founding members of PCPS, when it was formed in 1995.

The Master Agreement does not commit the City of Lacombe to any direct spending on services provided by PCPS.

The Planning Services Agreement describes in broad terms the services that can be delivered, the way they are delivered and the fees associated with the services. Services are described in broad terms and the City determines which functions/matters/projects go to PCPS for work.

The Planning Services Agreement commits the City of Lacombe to spending on average \$20,000 on service fees with PCPS per year for each year of the three year term. Another way to look at this is a commitment to buy at least \$60,000 of services from PCPS over the three year term. Expenses such as mileage, printing or any similar disbursements are not included in this amount and are paid separately (PCPS does not apply mark ups on these types of items).

Administration estimates it will spend between \$20,000-\$40,000 per year on PCPS services which is within the 2020 budget allocation to the Planning and Development Department.

Access to PCPS services allows the Planning and Development Manager to draw from PCPS resources only on an as-needed basis to provide professional planning services and to maintain department service levels in periods of high workload demands.

STRATEGIC PLAN ALIGNMENT:

There is no specific strategic plan item on this matter but the reallocation of resources to meet future needs within existing budget levels aligns **favourably** with Council's Strategic Goal of Fiscal Prudence.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

None.

ALTERNATIVE MOTION(S):

1. THAT Council gives **second** reading to Bylaw 475.
2. THAT Council gives **third** reading to Bylaw 475.
- 1A.and 2A. THAT Council deny second and/or third reading to Bylaw 475.

REQUEST FOR COUNCIL DECISION



3. THAT Council appoint Jordan Thompson, Director of Operations and Planning to the Parkland Community Planning Services Board.

3A THAT Council appoint another individual from Council or Administration to the Parkland Community Planning Services Board.

4. THAT Council direct Administration enter into the 3-year planning services contract with Parkland Community Planning Services.

4A THAT Council direct Administration to not enter into a 3-year planning services contract with Parkland Community Planning Services.

ATTACHMENTS:

PCPS Master Agreement

2020-2023 Planning Services Agreement

Bylaw 475

REQUEST FOR COUNCIL DECISION



SUBJECT: Request for the Waiver of Development Permit Fees – Lacombe Composite High School (EcoVision)
PREPARED BY: Jordan Thompson, Director of Operations and Planning
PRESENTED BY: Jordan Thompson, Director of Operations and Planning
DATE: February 3rd, 2020

FILE: 61/251

PURPOSE:

Administration received a letter from Steven Schultz on behalf of Lacombe Composite High School requesting the costs associated with development and building permit fees be waived for the school's latest EcoVision project 'Roofs 4 Kids'.

RECOMMENDED MOTION(S):

1. THAT Council direct Administration to apply standard permit fees to the "Roofs 4 Kids" development.

RELATED PRIOR MOTION(S):

1. None

EXECUTIVE SUMMARY:

Consistent with the requirements of the Land Use Bylaw, the proposed development (ultimately three solar-powered sea containers) requires a development permit, a building permit for each container (if applied separately), and secondary permits based on the electrical, gas and plumbing requirements of the development.

Administration estimates the fees for these permits will total \$750 - \$1,400. In addition to the permit fees a \$1,000 development deposit is required to be paid to the City up front and returned upon completion of the development in adherence with the permit conditions.

Mr. Schultz has applied for a development permit and paid the associated \$375 fee. The application was approved by the Municipal Planning Commission on January 22nd and is now subject to appeal before February 12th, 2020.

ANALYSIS:

Mr. Schultz describes 'Roofs 4 Kids' as a student-led initiative that utilizes an outdoor 'barn' (three solar powered sea containers) for baby goats with a living roof. The initiative aims to provide students with an opportunity to receive a certificate as goat technician in addition to exposing students to other skills in design, construction and horticulture. Mr. Schultz indicates that significant community funding is still required to make the program operational. The

REQUEST FOR COUNCIL DECISION



Lacombe Composite High School EcoVision Program has been recognized by numerous regional and national organizations for its innovative programs. More on EcoVision including a list of accolades can be found on <http://lchsecovision.weebly.com/>.

The Planning and Development Department collects fees for subdivision applications, development permits, building permits, and secondary permits. In addition to staff time, the fees partially cover advertising and third party inspection services. The fees form a key source of revenue for the department's operating budget. The revenue generated from these fees is budgeted in 2020 to be \$288,300 which offsets approximately 38% of the department's expenses. In 2018 the City collected 5% less revenue than budgeted (-\$15,000). In 2019 the City collected 12% more revenue than budgeted (+\$34,559). Because this revenue is directly tied to third party development, Administration is unable to predict the anticipated 2020 fees exactly.

The EcoVision program has attracted support from major corporate sponsors (<http://lchsecovision.weebly.com/sponsors.html>) and permit fees are certain to be a fraction of the ongoing costs of the program. For Council's information, the permits for the EcoVision greenhouse were issued in 2012 and were paid in full by the applicant. Administration recommends Council not waive the associated permit fees for the Roofs 4 Kids development.

STRATEGIC PLAN ALIGNMENT:

Granting the request to waive fees would speak **unfavourably** to Council's Strategic Goal 4.1.4A *Identify and consider alternative revenue sources*

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

No public engagement is proposed.

ALTERNATIVE MOTION(S):

- 1A THAT Council direct Administration to apply standard permit fees to the "Roofs 4 Kids" development.
- 1B THAT Council direct Administration to waive the permit fees associated with the "Roofs 4 Kids" development to an upset of \$1,400.
- 1C THAT Council direct Administration how it wishes to proceed.

ATTACHMENTS:

Mr. Steven Schultz request letter – January 31, 2020

January 22nd MPC Report

REQUEST FOR COUNCIL DECISION



SUBJECT: Proposed Offsite Levy Expenditure: Bury Existing Overhead Power in Advance of the Planned C&E Trail Upgrade

PREPARED BY: Amber Mitchell, Manager of Engineering Services

PRESENTED BY: Amber Mitchell, Manager of Engineering Services

DATE: February 10th, 2020

FILE: 66/250.03(18)

PURPOSE:

Administration is seeking authorization from Council to spend an upset of \$50,000 from the offsite levy reserve.

RECOMMENDED MOTION(S):

1. THAT Council authorizes Administration to spend up to \$50,000 to bury the overhead power line adjacent C&E Trail as described, funded from the offsite levy reserve.

RELATED PRIOR MOTION(S):

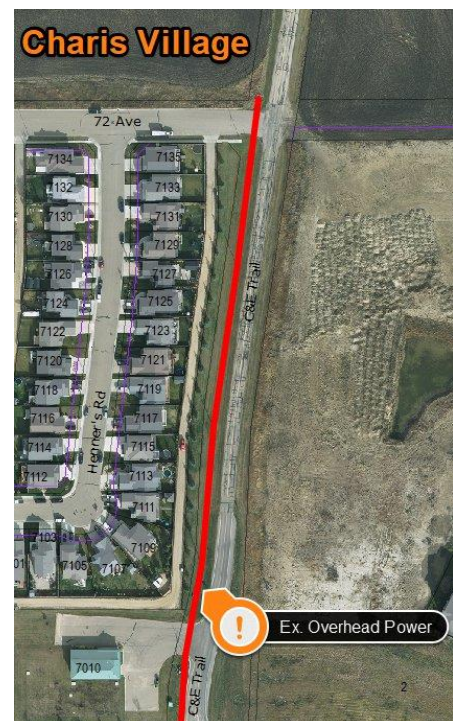
1. None.

EXECUTIVE SUMMARY:

Partnering with Charis Village to bury the overhead power line on the west side of C&E Trail from College Avenue to Charis Village now allows the City to realize cost savings while ensuring the powerline alignment is not in conflict with the future C&E Trail arterial road upgrade. Administration is seeking Council's endorsement to fund the powerline relocation to an upset of \$50,000 funded from the offsite levy reserve.

ANALYSIS:

In order to service their multi-unit condo buildings, Charis Village requires that Fortis bring 3-phase power to their development. The current power supply to Charis Village is single phase, and the existing power poles north of College Avenue will not support 3-phase power lines. Because of this, Fortis identified the need for the complete replacement of line and power poles along C&E Trail, north of College Avenue to accommodate the needs of Charis Village.

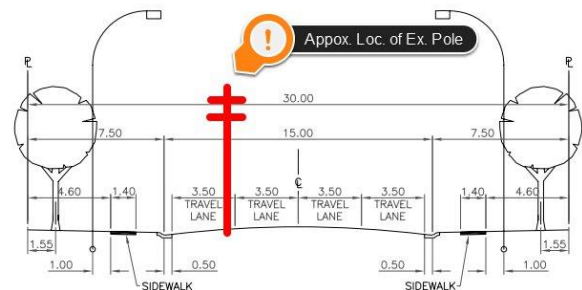


REQUEST FOR COUNCIL DECISION



In its 10 year plan, the City has identified upgrades to C&E Trail north of 63rd Avenue to the City limits. Currently design and construction for the project is budgeted between 2024-2029. Part of the work involved with upgrading the C&E Trail will be to relocate the Fortis powerlines from overhead to an appropriate location underground, as they conflict with the future road.

With Fortis requiring the full replacement of the powerline and poles from College Ave north to 72nd Avenue to facilitate the 3-phase power upgrade, there is an opportunity to partner with Charis Village to instead move the powerlines underground now which will save the City in future relocation costs and prevent re-work.



Financial Impacts

The installation of 3 phase overhead power to Charis Village will cost the developer \$125,000. Charis Village is working with Fortis to finalize a quote to bury the overhead power but they estimate it to be no more than \$175,000, a \$50,000 difference. At the time of writing this report Fortis had not yet finalized their quote so Administration is seeking authorization from Council to spend an upset of \$50,000 from the offsite levy reserve.

This expenditure is not included in the 2020 capital budget. At the end of 2019 the balance of the offsite levy reserve is approximately \$76,000. The reserve is expected to draw into a negative position as offsite levy funded projects are constructed before returning to balance in 20 years as fees are levied on new developments.

STRATEGIC PLAN ALIGNMENT:

This request requires coordinating with developers and Fortis to address the City's long term needs which aligns **favorably** with Council's desired Strategic Outcome under 4.3.3A – Asset Management that states, "Council can prioritize maintenance and replacement activities to minimize the overall cost of service delivery."

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

This project will have minimum impact to the public. No public engagement or communication strategy is advised.

REQUEST FOR COUNCIL DECISION



ALTERNATIVE MOTION(S):

1. THAT Council authorizes Administration to spend up to \$50,000 to bury the overhead power line adjacent C&E Trail as described, funded from the offsite levy reserve.
- 1A THAT Council accept this report as information.

ATTACHMENTS:

January 9th, 2020 e-mail from Merle Jacobson (Charis Village).